

SERFF Tracking Number: ICCI-127890085 State: Arkansas
Filing Company: American Medical and Life Insurance Company State Tracking Number: 50457
Company Tracking Number: AMLI GRP LM 2 0 POL TX
TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity
Product Name: AMLI GRP LM 2 0 POL TX
Project Name/Number: AMLI GRP LM 2 0 POL TX / AMLI GRP LM 2 0 POL TX

Filing at a Glance

Company: American Medical and Life Insurance Company

Product Name: AMLI GRP LM 2 0 POL TX SERFF Tr Num: ICCI-127890085 State: Arkansas
TOI: H14G Group Health - Hospital Indemnity SERFF Status: Closed- State Tr Num: 50457
Disapproved

Sub-TOI: H14G.000 Health - Hospital Indemnity Co Tr Num: AMLI GRP LM 2 0 POL State Status: Disapproved-Closed
TX

Filing Type: Form

Reviewer(s): Rosalind Minor
Author: Brenda Dawson Disposition Date: 01/30/2012
Date Submitted: 12/13/2011 Disposition Status: Disapproved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: AMLI GRP LM 2 0 POL TX
Project Number: AMLI GRP LM 2 0 POL TX
Requested Filing Mode: Review & Approval
Explanation for Combination/Other:
Submission Type: New Submission
Group Market Type: Employer, Association
Filing Status Changed: 01/30/2012
State Status Changed: 01/30/2012
Created By: Brenda Dawson
Corresponding Filing Tracking Number:
Filing Description:

Status of Filing in Domicile:
Date Approved in Domicile:
Domicile Status Comments:
Market Type: Group
Group Market Size: Large
Overall Rate Impact:

Deemer Date:
Submitted By: Brenda Dawson

We are submitting the captioned forms for filing for use in your state. These are new forms and are not intended to replace any previously approved forms.

Insurance Compliance Consultants, Inc., is making this filing on behalf of American Medical and Life Insurance Company. A filing authorization letter is attached. All correspondence should be addressed to Insurance Compliance Consultants, Inc.

Master Group Policy form AMLI GRP LM 2.0 POL TX will be issued to an Association group located outside of your state. Group Application AMLI GRP LM 2.0 APP TX is the group policyholder application. The Group Policy will be

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issued to the L.I.F.E. Association, or The National Business Association (NBA) situated in Texas. The Bylaws and the Articles of Incorporation are included in this filing.

Form AMLI GRP LM 2.0 CERT TX is the Group Supplemental Hospital and Medical Certificate of Insurance evidencing coverage under the Master Group Policy. This is a fixed indemnity plan. Amendatory Endorsement GRP LM 2011 AE AR will be attached to all Certificates issued in Arkansas.

The Schedule of Benefit page AMLI GRP LM 2.0 SCHED TX is attached to the Certificate based on the benefit levels selected by the Group Association.

The following [Optional] Riders may also be offered to the Group Policyholder. These [Optional] Riders were previously approved by the Department on October 19, 2011 under SERFF Tracking # ICCL-127126808:

- [Optional] Ambulance Services Rider – GRP LM 2.0 ASR
- [Optional] Skilled Nursing Facility Benefit Rider – GRP LM 2.0 SNF
- [Optional] Term Life Insurance Rider – GRP LM 2.0 TLIR

We use multiple computer systems to generate forms. Therefore, actual issued forms may have a different font style than the submitted forms. As a result, provisions may appear on different pages and lines may not match up exactly. The wording and its order, however, will remain identical. We do not anticipate refiling for a font style variation.

Company and Contact

Filing Contact Information

Brenda Dawson, Authorized Representative Brendadawson@inscompliance.com
3925 East State Street, Suite 200 815-316-6714 [Phone]
Rockford, IL 61108 815-986-2355 [FAX]

Filing Company Information

(This filing was made by a third party - insurancecomplianceconsultantsinc)

American Medical and Life Insurance Company CoCode: 81418 State of Domicile: New York
8 West 38th Street Group Code: Company Type:
Suite 1002 Group Name: State ID Number:
New York City, NY 10018 FEIN Number: 13-2562243
(646) 223-9300 ext. [Phone]

Filing Fees

SERFF Tracking Number: ICCI-127890085 State: Arkansas
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Fee Required? Yes
Fee Amount: \$250.00
Retaliatory? No
Fee Explanation: \$50 per form
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Medical and Life Insurance Company	\$250.00	12/13/2011	54474969

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Disapproved	Rosalind Minor	01/30/2012	01/30/2012

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Rosalind Minor	12/14/2011	12/14/2011			
Industry Response						

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Objection letter of 12/14/11	Note To Filer	Rosalind Minor	01/17/2012	01/17/2012

SERFF Tracking Number: ICCI-127890085 State: Arkansas
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Disapproved	Yes
Supporting Document	Application	Disapproved	Yes
Supporting Document	Authorization Letter 2011	Disapproved	Yes
Supporting Document	LIFE Association bylaws and articles of incorporation	Disapproved	Yes
Supporting Document	NBA Association bylaws and articles of incorporation	Disapproved	Yes
Form	Group Accident and Sickness Hospital Indemnity Policy	Disapproved	Yes
Form	Certificate of Insurance	Disapproved	Yes
Form	Application	Disapproved	Yes
Form	Schedule Page	Disapproved	Yes
Form	Amendatory Endorsement	Disapproved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 12/14/2011

Submitted Date 12/14/2011

Respond By Date

Dear Brenda Dawson,

This will acknowledge receipt of the captioned filing.

Objection 1

- Certificate of Insurance, AMLI GRP LM 2.0 CERT TX (Form)

Comment:

With respect to the LIFE Association and the National Business Association, please provide the additional information outlined in the attached document.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

We have received your filing regarding the above named association/ discretionary group. To determine if this organization is a qualified group under our statutes, please provide the answers to the following questions:

1. Name and address of the group.
2. Is this group incorporated? If so, give state of incorporation.
3. Is there a current office in Arkansas?
4. Does the Arkansas part of the organization have any officers, committees, or chapters? If so, give details.
5. Are annual dues charged? If so, specify amount.
6. What are the specific activities of the organization?
7. What benefits are provided to the members in addition to insurance?
PLEASE ATTACH BROCHURES ON THE BENEFITS.
8. What qualifies an individual for membership?
9. How are members recruited? If by mailing list, advise the source of this list.
10. Attach a copy of the organization by-laws.
11. Also, enclose a list of dues paying members residing in Arkansas with full addresses. If the organization considers this privileged information, we will treat it as such and once it has served our purpose, it will be destroyed.
12. Please attach a copy of the organization's most recent financial statement.
13. Does the organization receive any compensation of any kind from the insurer issuing contracts to its members?

Approval of the organization as a qualified group for insurance purposes will be determined upon receipt of your reply.

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Form Schedule

Lead Form Number: AMLI GRP LM 2 0 POL TX

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Disapproved 01/30/2012	AMLI GRP LM 2.0 POL TX	Policy/Cont	Group Accident and Sickness Hospital Indemnity Policy Certificate	Initial		0.000	AMLI GRP LM 2 0 POL TX 4-11-11 clean copy.pdf
Disapproved 01/30/2012	AMLI GRP LM 2.0 CERT TX	Certificate	Certificate of Insurance	Initial		0.000	AMLI GRP LM 2 0 CERT TX clean copy 7-20-11.pdf
Disapproved 01/30/2012	AMLI GRP LM 2.0 APP TX	Application/ Enrollment Form	Application	Initial		0.000	TX AMLI GRP LM 2 0 APP 9-8-11 clean copy.pdf
Disapproved 01/30/2012	AMLI GRP LM 2.0 SCHED TX	Schedule Pages	Schedule Page	Initial		0.000	TX AMLI GRP LM 2 0 TX Schedule of Benefits 7-19-11 clean copy.pdf
Disapproved 01/30/2012	GRP LM 2011 AE AR	Certificate Amendment, Insert Page, Endorsement or Rider	Amendatory Endorsement	Initial			AR GRP LM 2011 AE AR.pdf

American Medical and Life Insurance Company
8 West 38th Street, Suite 1002, New York, New York

GROUP ACCIDENT AND SICKNESS HOSPITAL INDEMNITY INSURANCE

**THIS IS A GROUP FIXED INDEMNITY POLICY PROVIDING BENEFITS DUE TO ACCIDENT AND SICKNESS.
BENEFITS PROVIDED ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES.
THIS IS NOT A SUBSTITUTE FOR COMPREHENSIVE HEALTH INSURANCE.**

Policy Holder: [XYZ Company]
Policy Number: [12345]
Policy Date: [JANUARY 1, 2011]
Anniversary Date: [JANUARY 1, of each year]

MASTER POLICY

This Policy is a legal contract between You and Us. To understand the coverage, You must read this Policy as a whole.

In this Policy, the words You and Your refer to the Holder shown above. The words Named Insured refer to those persons who are members of an eligible class as described in the Certificate Schedule who hold a Certificate of coverage. Benefit payment is governed by the terms of this Policy. The words Covered Person refer to any person covered under this Policy as described on the Certificate Schedule. The words We, Us, Our or Company refer to Unified Life Insurance Company. The male pronoun includes the female whenever used.

We agree to insure certain individuals and to pay the benefits provided by this Policy in accordance with its provisions.

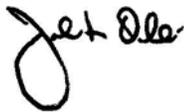
This Policy is issued in consideration of statements made in the application and the payment of premiums by the Holder. A copy of the signed application will be attached and made a part of this Policy.

This Policy is effective on the Policy Date. The Policy Date will be the date of issue. The first Policy Year will end on the anniversary date shown above. Each Policy Year after that will end on the same date of each year. All periods will begin and end at 12:01 A.M. Standard Time at the Holder's main address.

This Policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

TO OBTAIN INFORMATION YOU MAY CALL OUR TOLL FREE NUMBER: [1-800-XXX-XXXX].

For American Medical and Life Insurance Company:



John Ollis
Chairman, President and CEO



Executive Vice President, Compliance

This is a limited policy. Please read it carefully.

**This is Guaranteed Renewable Coverage
This is Not Medicare Supplement Coverage**

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INCORPORATION PROVISION

The provisions of the attached Certificate and all amendments to this Group Policy after its effective date are incorporated into and made part of this Group Policy.

The provisions listed below are shown in the Certificate and are hereby incorporated into and made a part of this Group Policy.

Schedule of Benefits
Definitions
Effective Date of Coverage
Conversion
General Provision
Coverage Descriptions
Exclusions and Limitations

Certificate

The Certificate, including the Certificate Schedule, amendments, riders and supplements, if any, is a written statement prepared by Us to set forth a summary of:

- benefits to which the Covered Person is entitled;
- to whom the benefits are payable; and
- limitations or requirements that may apply.

ELIGIBILITY AND EFFECTIVE DATE

Policy Effective Date

Coverage under this Policy begins at 12:01 a.m. Standard Time on the effective date shown in the Policy.

Delayed Effective Date of Coverage

The effective date of any Named Insured's coverage will be delayed for any Named Insured if they are not a member of an eligible class on the effective date shown on the Certificate Schedule. The coverage will be effective on the date that the Named Insured returns to status as a member of an eligible class. If this is Named Insured and Spouse coverage or family coverage, coverage on the Spouse and/or Dependent children will be effective on the date that the Named Insured returns to status as a member of an eligible class.

TERMINATION OF INSURANCE

Termination of This Contract

This Policy can be cancelled by you.

If the premium is not paid when it is due or during the grace period, this Policy will terminate at midnight on the last day of the grace period. You must pay all premium due for the full period each Certificate is in force.

You may cancel this Policy by written notice delivered to Us at least 31 days prior to the cancellation date. This Policy can be cancelled on an earlier date if We both agree. Coverage will end at 12:00 midnight Standard Time on the cancellation date.

PREMIUMS

When and Where to Pay Premiums

The premiums for the coverage must be paid to Us at Our home office when they are due.

The premium due dates are based on:

- the effective date of the coverage shown on the [Policy] [Certificate Schedule]; and
- the premium frequency.

The *premium frequency* is how often the premiums are paid.

Grace Period (If Premiums Are Not Paid When Due)

After the first premium, if the premium is not paid when it is due, it can be paid during the next 31 days. These 31 days are called the grace period. If the premium is not

paid before the grace period ends, the coverage provided by this Policy will terminate at midnight on the last day of the grace period.

Our Right to Change Premiums

We have the right to change the premium We charge. If We plan to make a change, We will send You a notice at least 60 days before We make it.

A change in premium rate will not take effect for twelve months after the policy effective date. Provided, however, We may change premium rates at any time for reasons which affect the risk assumed, including the reasons shown below:

- a change occurs in the plan design;
- a division, subsidiary, or affiliated company is added or deleted;
- a substantial change occurs in the participation level of those eligible employees;
- the number of insureds changes by 25% or more; or
- a new law or a change in any existing law is enacted which applies to this plan.

GENERAL PROVISIONS

Coverage Provided by This Policy

We insure a Covered Person for a loss according to the provisions of this Policy.

When making a benefit determination under this Policy, We have discretionary authority to determine the Covered Person's eligibility for the benefits and to interpret the terms and provisions of the Policy.

Entire Contract: Changes

This Policy is a legal contract between You and Us. The Policy is issued in consideration for the application(s) and payments, called premiums.

Whenever We use the word Policy, We mean the entire contract. The entire contract consists of:

- the Policy, including the Certificate Schedule;
- the attached copy of the application(s); and
- any attached riders or endorsements.

Riders and endorsements add provisions to or change the terms of the Policy.

Any changes made to this Policy must be attached in writing and signed by one of Our executive officers at Our home office. No agent or anyone else can change this Policy or waive any of its provisions.

Furnishing Certificates

The Company will provide certificates to the Holder for delivery to each Named Insured. The Certificate will

describe the insurance coverage and to whom payable. If the terms of a Certificate and this Policy differ, the Policy governs.

Benefit Amounts

Benefit amounts will be the amount of coverage selected at the time of application and reflected on the Named Insured's Certificate Schedule.

State Laws

Any provision of this Policy that, on the effective date, does not agree with state laws where the Named Insured lives will be amended to conform to the minimum requirements of those laws.

Information to Be Furnished By You

As the policyholder, You must keep a record of the Named Insureds and the particulars of the insurance on each. You should provide Us at regular intervals, on forms acceptable to Us, information relative to persons:

- who are eligible to enroll;
- who are insured by the coverage; and/or
- whose coverage terminates pursuant to the "Termination of a Named Insured's Coverage" provision.

You should also provide Us with any other information about the coverage that may be reasonably required, such as Named Insureds on leave of absence, including Named Insureds who are on leave under the Family and Medical Leave Act.

We have the right to inspect Your records which may have a bearing on the insurance provided by this Policy. We may inspect these at any time while this Policy is in force and within one year after the termination of this Policy.

In the absence of fraud or intentional misrepresentation of material fact, all statements made in any application are considered representations and not warranties. No representation of the policyholder in applying for insurance under this Policy will make it void unless the representation is contained in the application, a copy of which has been furnished to the policyholder.

GROUP ACCIDENT AND SICKNESS HOSPITAL INDEMNITY INSURANCE

THIS COVERAGE PROVIDES BENEFITS DUE TO ACCIDENT AND SICKNESS. THIS CERTIFICATE EXPLAINS THE BENEFITS PROVIDED UNDER THE GROUP ACCIDENT AND SICKNESS HOSPITAL INDEMNITY INSURANCE POLICY. BENEFITS PROVIDED ARE LIMITED AND ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES.

CERTIFICATE OF COVERAGE

Issued under the terms of
Group Insurance Policy Number: [12345]

Issued to: [XYZ Company]
(herein called the Policy Holder)

Policy Date: [January 1, 2011]

American Medical and Life Insurance Company hereby certifies that members of the class(es) eligible for insurance are insured under the above Policy as determined by the Eligibility and Certificate Effective Date provisions. Class is defined in the Certificate Schedule.

This Certificate is evidence of insurance provided under the Policy. All benefits are paid according to the terms of the Policy. This Certificate describes the essential features of the insurance coverage.

In this Certificate, the words "Named Insured" or "You" means a member of an eligible class as described on the Certificate Schedule, who is insured under the Policy and for whom premiums are remitted. The words "Covered Person" refer to any person covered under the Policy as described on the Certificate Schedule. The words "We", "Us", "Our" or "Company" refer to American Medical and Life Insurance Company. "Policy" means the Group Accident and Sickness Hospital Indemnity Insurance contract owned by the Policy Holder and available for review by You. If the terms of Your Certificate of coverage and the Policy differ, the Policy will govern.

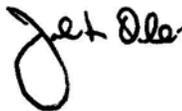
The Policy and this Certificate may be changed in whole or in part or cancelled as stated in the Policy. Such action may be taken without the consent of or notice to any Covered Person. Only an authorized officer at Our home office can approve a change. The approval must be in writing and endorsed on or attached to the Policy. No other person, including an agent, may change the Policy or Certificate or waive any of its provisions. Premiums are subject to periodic changes.

The use of the pronoun "he" refers to both male and female members whenever used.

Coverage under this Policy is delivered in and governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

TO OBTAIN INFORMATION YOU MAY CALL OUR TOLL FREE NUMBER: [1-888-264-1512]

For American Medical and Life Insurance Company:



John Ollis
Chairman and Chief Executive Officer



Kay Phillips
Vice President and Chief Compliance Officer

Please read this Certificate carefully.

THIS IS NOT COMPREHENSIVE MAJOR MEDICAL COVERAGE.

THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.

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CERTIFICATE SCHEDULE

The benefit specifications are shown on the following attachment(s) which are hereby made a part of this Certificate:

AMLI GRP LM 2.0 SCHED

Certificate Schedule

GENERAL DEFINITIONS

Additional definitions may be contained in other Certificate benefit provisions or any endorsement or rider.

[Ambulatory Surgical Center

An *Ambulatory Surgical Center (ASC)* is a distinct entity that operates exclusively for the purpose of furnishing outpatient surgical services. The *Ambulatory Surgical Center* must be certified with the Center for Medicare and Medicaid Services (CMS.) An ASC is either an independent facility or is operated by a Hospital. A hospital-operated facility must be a separately identifiable entity physically and administratively, and be financially independent and distinct from other operations of the Hospital.]

[Cancer In Situ.

A Diagnosis of cancer wherein the tumor cells still lie within the tissue of origin without having invaded neighboring tissue.

Cancer in Situ includes:

- Early prostate cancer diagnosed as T1N0M0 or equivalent staging; and
- Melanoma not invading the dermis.

Cancer in Situ does not include:

- Other skin malignancies;
- Pre-malignant lesions (such as intraepithelial neoplasia); or
- Benign tumors or polyps.

Cancer in Situ must be diagnosed pursuant to a *Pathological* or *Clinical Diagnosis* as defined in this Certificate.]

Certificate Year

Certificate Year means a consecutive 12-month period, beginning on the Certificate Effective Date and ending on the Certificate Anniversary Date, as specified on the Certificate Schedule.

[Clinical Diagnosis

A Diagnosis of Invasive Cancer or Cancer in Situ based on the study of symptoms and diagnostic test results. We will accept a *Clinical Diagnosis* of Cancer only if the following conditions are met:

- A Pathological Diagnosis cannot be made because it is medically inappropriate or life threatening;
- There is medical evidence to support the Diagnosis; and
- A Physician is treating the Insured for Invasive Cancer and/or Cancer in Situ.]

[Complications of Pregnancy means the following:

(A) conditions, requiring hospital confinement (when the pregnancy is not terminated), whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion, hyperemesis gravidarum, pre-eclampsia and similar medical and surgical conditions of comparable severity, but shall not include false labor, occasional spotting, physician prescribed rest during the period of pregnancy, morning sickness, and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy; and

(B) non-elective cesarean section, termination of ectopic pregnancy, and spontaneous termination of pregnancy, occurring during a period of gestation in which a viable birth is not possible.

]

[Confined or Confinement

Confined or *Confinement* means the assignment to a bed as a resident inpatient in a Hospital or a licensed Skilled Nursing Facility on the advice of a Physician, or Confinement in an Observation Unit within a Hospital for a period of no less than 24 continuous hours on the advice of a Physician.]

Covered Accident

- occurs before the effective date and no medical advice or treatment was received, and if no symptoms occurred and treatment was rendered after the effective date;
- occurs while this Certificate is in force; and
- is not excluded by name or specific description in this Certificate.

Covered Person(s)

You and Your Dependents who are insured under the Group Policy.

Covered Sickness

A *Covered Sickness* means a Sickness which is not excluded by name or specific description in this Certificate.

[Critical Illness

The First Ever Occurrence, while coverage under the Policy is in force, of one of the following covered conditions or procedure[s], as defined in this Certificate:

- Heart Attack
- Invasive Cancer
- Cancer In Situ
- Stroke
- Major Organ Transplant
- End-Stage Renal Failure]

[Diagnosis

Diagnosis is the definitive establishment of the Critical Illness Condition through the use of clinical and/or laboratory findings. The *Diagnosis* must be made by a Physician who is a board-certified specialist where required under this coverage.]

Doctor or Physician

A person, other than the Named Insured, a member of the Named Insured's immediate family, except for dental treatment, or a business associate of the Named Insured, who is duly licensed and practicing medicine in the United States, and who is legally qualified to diagnose and treat sickness and injuries. The *Physician* must be providing services within the scope of his or her license, and must be a board-certified specialist where required under the Policy.

[Emergency Services

Emergency Services are:

- Health care services furnished in the emergency department of a Hospital for the treatment of a medical emergency;
- Ancillary services routinely available to the emergency department of a Hospital for the treatment of a medical emergency; and
- Emergency medical services transportation.]

[End-Stage Renal Failure.

The chronic and irreversible failure of both of Your kidneys which requires You to undergo periodic and ongoing dialysis. The *Diagnosis* must be made by a Physician board-certified in Nephrology.]

Experimental/Investigative

A drug, device or medical care or treatment will be considered *Experimental/Investigative* if:

- The drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration, and approval for marketing has not been given at the time the drug or device is furnished;
- The informed consent document utilized with the drug, device, medical care or treatment states or indicates that the drug, device, medical care or treatment is part of a clinical trial, experimental phase or investigative phase, or if such a consent document is required by law;
- Either the drug, device, medical care or treatment or the patient informed consent document utilized with the drug, device or medical care or treatment was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal or state law requires such review and approval;
- Reliable evidence shows that the drug, device or medical care or treatment is the subject of ongoing Phase I or Phase II clinical trials; is the research, experimental study or investigative arm of ongoing Phase III clinical trials; or is otherwise under study to determine the maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis.

Reliable evidence means only: published reports and articles in authoritative medical and scientific literature; written protocol or protocols by the treating facility studying substantially the same drug, device or medical care or treatment; or the written informed consent used by the treating facility or other facility studying substantially the same drug, device, medical care or treatment. Benefits will be considered in accordance with the drug or device at the time it is given or when medical care is received.

We will not limit or deny coverage, or impose additional conditions on the payment for the coverage, of routine patient care costs of items, drugs, and services furnished to a Covered Person in connection with participation in an approved clinical trial. We will not pay for costs of items, services, or drugs that are customarily provided by the sponsors of an approved clinical trial.

Approved clinical trial means:

- A clinical research study or clinical investigation approved or funded in full or in part by one or more of the following:
 - (i) The National Institutes of Health;
 - (ii) The Centers for Disease Control and Prevention;
 - (iii) The Agency for Health Care Research and Quality;
 - (iv) The Centers for Medicare and Medicaid Services;
 - (v) A bona fide clinical trial cooperative group, including the National Cancer Institute Clinical Trials Cooperative Group, the National Cancer Institute Community Clinical Oncology Program, the AIDS Clinical Trials Group, and the Community Programs for Clinical Research in AIDS; or
 - (vi) The Department of Defense, the Department of Veterans Affairs, or the Department of Energy, or a qualified nongovernmental research entity to which the National Cancer Institute has awarded a support grant;
- A study or investigation approved by the Food and Drug Administration (FDA), including those conducted under an investigative new drug or device application reviewed by the FDA; or
- An investigation or study approved by an Institutional Review Board registered with the Department of Health and Human Services that is associated with an institution that has a federal-wide assurance approved by the Department of Health and Human Services specifying compliance with 45 C.F.R. Part 46.

[First Ever Diagnosis or Procedure

This diagnosis or procedure is the first time ever in his/her lifetime that the Covered Person has undergone that specific Procedure included in the Critical Illness definition, or been diagnosed with that specific condition included in the definition of Critical Illness.]

[First Ever Occurrence

The date a Covered Person is positively diagnosed by a Physician as having a Critical Illness for the first time.]

Health Insurance Coverage

Health Insurance Coverage is medical care (provided directly, through insurance or reimbursement, or otherwise and including items and services paid for as medical care) under any hospital or medical service policy or certificate, hospital or medical service plan contract, or health maintenance organization contract offered by a health insurance issuer.

[Heart Attack.

An acute myocardial infarction resulting in the death of a portion of the heart muscle (myocardium) due to a blockage of one or more coronary arteries and resulting in the loss of the normal function of the heart. The Diagnosis must be made by a Physician board-certified as a Cardiologist and based on both:

- New clinical presentation and electrocardiographic changes consistent with an evolving heart attack; and
- Serial measurement of cardiac biomarkers showing a pattern and to a level consistent with a Diagnosis of Heart Attack.

Established (old) myocardial infarction is excluded.]

Hospital

A *Hospital* means a short-term, acute general hospital that:

- Is primarily engaged in providing to inpatients, by or under continuous supervision of physicians, diagnostic and therapeutic services for diagnosis, treatment and care of injured or sick persons;
- Has organized departments of medicine and major surgery;
- Has a requirement that every patient must be under the care of a physician or dentist;
- Provides 24-hour nursing care by or under the supervision of registered nurses (RNs);
- Has in effect a hospital review plan applicable to all patients, which meets at least the standards set forth in Section 1861(k) of the United States Public Law 89-97 (42 USCA 1395x[k]);
- Is duly licensed by the agency responsible for licensing such hospitals; and
- Is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for the treatment of drug addicts or alcoholics, or a place for convalescent, custodial, educational or rehabilitatory care.

[Hospital Intensive Care Unit

A *Hospital Intensive Care Unit* is a place that:

- Is a specifically designated area of the Hospital called an Intensive Care Unit that is restricted to patients who are critically ill or injured and who require intensive, comprehensive observation and care;
- Is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement;
- Is permanently equipped with special lifesaving equipment for the care of the critically ill or injured;
- Is under constant and continuous observation by a specially trained nursing staff assigned exclusively to the Intensive Care Unit on a 24-hour basis; and
- Has a Physician assigned to the Intensive Care Unit on a full-time basis.

A *Hospital Intensive Care Unit* that meets the definition above may include Hospital units with the following names:

- Intensive Care Unit
- Coronary Care Unit
- Neonatal Intensive Care Unit
- Pulmonary Care Unit
- Burn Unit
- Transplant Unit.

A *Hospital Intensive Care Unit* is NOT any of the following step-down units:

- Progressive care unit
- Intermediate care unit
- Private monitored room
- Sub-acute Intensive Care Unit
- Observation Unit; or
- Any facility not meeting the definition of a *Hospital Intensive Care Unit* as defined in this Certificate.]

[Invasive Cancer.

A malignant neoplasm, which is characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue, and which is not specifically hereafter excluded. Leukemias and lymphomas are included. The following are not considered *Invasive Cancer*:

- Pre-malignant lesions (such as intraepithelial neoplasia)
- Benign tumors or polyps
- Early prostate cancer diagnosed as T1N0M0 or equivalent staging
- Cancer in Situ; or
- Any skin cancer (other than invasive malignant melanoma in the dermis or deeper, or skin malignancies that have become metastatic).

Invasive Cancer must be diagnosed pursuant to a Pathological or Clinical Diagnosis as explained in the Other Definition section.]

[Major Organ Transplant.

The clinical evidence of major organ(s) failure which requires the malfunctioning organ(s) or tissue of the Named Insured to be replaced with an organ(s) or tissue from a suitable human donor (excluding the Named Insured) under generally accepted medical procedures. The organs and tissues covered by this definition are limited to: liver, kidney, lung, entire heart, small intestine, pancreas, pancreas-kidney or bone marrow. In order for the *Major Organ Transplant* to be covered under this Policy, the Named Insured must be registered by the United Network of Organ Sharing (UNOS) or the National Marrow Donor Program (NMDP).]

Medical Emergency

Medical Emergency means the sudden onset or sudden worsening of a medical condition that manifests itself by symptoms of sufficient severity, including severe pain, that the absence of immediate medical attention could reasonably be expected by a prudent lay person, who possesses an average knowledge of health and medicine, to result in:

- Placing the patient's health in serious jeopardy;
- Serious impairment to bodily functions; or
- Serious dysfunction of any bodily organ or part.

Medically Necessary

Medically Necessary means a service or supply that is necessary and appropriate for the diagnosis or treatment of an Injury or Sickness based on generally accepted current medical practice. A service or supply will not be considered *Medically Necessary* if:

- It is provided only as a convenience to the Covered Person or provider;
- It is not appropriate treatment for the Covered Person's diagnosis or symptoms;
- It exceeds in scope, duration or intensity that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment; or
- It is experimental/investigative treatment.

The fact that a Physician may prescribe, authorize, or direct a service does not, of itself, make it *Medically Necessary* or covered by the Policy.

[Mental Disability

Mental Disability means any mental condition including but not limited to affective disorders, neuroses, anxiety, stress, adjustment reactions, Alzheimer's disease and other organic senile dementias.]

Named Insured

A *Named Insured* is a person who is a member of an eligible class and holds a certificate of coverage.

Observation Unit

An *Observation Unit* is a specified area within a Hospital, apart from the emergency room, where a patient can be monitored following outpatient surgery, or treatment in the emergency room by a Physician; and which:

- Is under the direct supervision of a Physician or registered nurse;
- Is staffed by nurses assigned specifically to that unit; and
- Provides care seven days per week, 24 hours per day.

[Pathological Diagnosis

A Diagnosis of Invasive Cancer or Cancer in Situ based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of Diagnosis must be done by a Physician who is a board-certified pathologist and whose Diagnosis of malignancy conforms to the standards set by the American College of Pathology.]

[Pre-Existing Condition

Pre-Existing Condition means a condition (whether physical or mental), regardless of the cause of the condition, for which medical advice, diagnosis, care or treatment was recommended or received from a Physician within a 6-month period preceding the Certificate Effective Date of coverage of the Covered Person, or such treatment which would have been recommended had a reasonable and prudent effort to seek appropriate medical advice been made.]

[Preventive Care Office Visit

An office visit not caused by an Accident or Sickness, to a licensed Physician during which the Covered Person's health status is assessed, and preventive screenings and tests are performed.]

[Resource Based Relative Value System, Referred to as RBRVS.

The methodology used by the federal government to determine benefits payable under Medicare. Medicare assigns a Relative Value Unit or RVU to thousands of procedure codes used to bill physician and other services. The total RVU is the sum of three component RVUs, including the Work RVU, the Practice Expense RVU and the Malpractice RVU. The Work RVU takes into account factors such as the amount of time required to perform the service and the degree of skill required to perform it. The Practice Expense RVU takes into account the location of the service, e.g., office setting, outpatient setting, etc. The Malpractice RVU takes into account the malpractice cost associated with a particular practice. We will base benefits payable on RBRVS.]

Sickness

Sickness means an illness,[pregnancy,] infection, disease or any other abnormal physical condition not caused by an Accident.

[Skilled Nursing Facility

Skilled Nursing Facility means a facility that is operated pursuant to law and is primarily engaged in providing room and board accommodations and skilled nursing care under the supervision of a duly licensed Physician.]

[Stroke.

Any acute cerebrovascular accident producing neurological impairment and resulting in paralysis or other measurable objective neurological deficit persisting for at least 96 hours and expected to be permanent. Transient ischemic attack (mini-stroke), head injury, chronic cerebrovascular insufficiency and reversible ischemic neurological deficits are excluded. The Diagnosis must be made by a Physician who is board-certified as a Neurologist.]

[Surgical Fee Schedule

A fixed schedule based on the initial 2010 RBRVS schedule. The surgery benefit will be based on the region where the surgery is performed and Current Procedural Terminology (CPT) code assigned to the surgery involved, as well as any percentage indicated on the Schedule of Benefits.]

[Urgent Care Facility

An *Urgent Care Facility* is a treatment center physically separated from a Hospital, which is staffed by Physicians and registered nurses, and which is dedicated to providing immediate care for non life-threatening illness or injury.]

ELIGIBILITY AND CERTIFICATE EFFECTIVE DATE

Certificate Effective Dates of Coverage

Your coverage under the Policy will start at 12:01 a.m. Standard Time on the Certificate Effective Date of coverage shown on Your Certificate Schedule.

Eligibility

To be eligible to enroll in the coverage, an individual must:

- Be a member of an eligible class as defined on the Certificate Schedule;
- [Be between [18] and 64 years of age at the time of enrollment];
- [Be a legal resident of the United States];
- [Not be in full-time service of the Armed Forces];
- [Not be eligible for Medicare];
- [Not receive disability or worker's compensation benefits.]

Coverage under the Policy will terminate on the last day of the month in which the individual attains the age limitation of 65 years or becomes eligible for Medicare.

No member will be eligible for more than one Hospital Indemnity plan of benefits underwritten under policy form number AMLI GRP LM 2.0 POL TX.

Enrollment

An individual who is a member of an eligible class may enroll for coverage during the eligibility period, as shown on the Certificate Schedule, following The date the individual first becomes a member of an eligible class;

An individual who fails to enroll during the eligibility period may enroll only during the annual Open Enrollment Period shown on the Certificate Schedule.

Delayed Certificate Effective Date of Coverage

The Certificate Effective Date of any Named Insured's coverage will be delayed for any Named Insured if they are not a member of an eligible class on the Certificate Effective Date shown on the Certificate Schedule. The coverage will be effective on the date that the Named Insured returns to status as a member of an eligible class. If this is Named Insured and Spouse or Domestic Partner coverage or family coverage, coverage on the Spouse or Domestic Partner and/or Dependent children will be effective on the date that the Named Insured returns to status as a member of an eligible class.

Who Is Covered By This Certificate

If this is Named Insured coverage as shown on the Certificate Schedule, We insure You, the Named Insured.

If this is Named Insured and Spouse or Domestic Partner coverage as shown on the Certificate Schedule, We insure You and Your Spouse or Domestic Partner.

If this is family coverage, as shown on the Certificate Schedule, We insure You, Your Spouse or Domestic Partner (if applicable), and Your Dependent children.

Spouse means the person married to You on the day We issue Your Certificate.

Domestic Partner means a person with whom You maintain a committed relationship and who has registered. Each partner must:

- Be at least 18 years old and competent to contract;
- Be the sole domestic partner of the other person; and
- Not be married.

Dependent Children are:

- [any unmarried natural children, step-children, legally adopted children, children placed into Your custody for adoption including children for whom you are a party in a suit in which the adoption of the child is being sought, or grandchildren if your grandchildren are dependents of Yours for federal income tax purposes at the time of application for coverage of the grandchildren are made; who are under 26 years of age.]
- [any unmarried natural children, step-children, legally adopted children, children placed into Your custody for adoption including children for whom you are a party in a suit in which the adoption of the child is being sought, or grandchildren if your grandchildren are dependents of Yours for federal income tax purposes at the time of application for coverage of the grandchildren are made; who are under the age of 25 years of age.]

Adopted children and step children will be eligible for coverage on the same basis as natural children.

Coverage for the Named Insured's Newborn and Adopted Children

A child born to You or Your insured Spouse or Domestic Partner will automatically become insured as a Dependent. The child must be born to the Named Insured or Spouse or Domestic Partner while this coverage is in force. We will cover each newborn child from the moment of live birth. Such coverage includes:

- The necessary care and treatment of medically diagnosed congenital defects;
- Birth abnormalities;
- Prematurity.

We will cover the Named Insured's adopted child(ren) from the moment of birth if You take physical custody of the infant upon the infant's release from the hospital and consent to the adoption has not been revoked. However, coverage of the initial hospital stay shall not be required where a natural parent has insurance coverage available for the infant's care.

A child adopted by You or Your insured Spouse or Domestic Partner will automatically become insured as a dependent. The Certificate Effective Date of the coverage will be the earlier of:

- The date of placement for the purpose of adoption; or
- The date on which You assume a legal obligation for total or partial support of the child.

Coverage for adopted children will be to the same extent as provided for other covered Dependent Children.

Coverage will continue for the adopted child unless the placement is disrupted prior to the final adoption; and:

- The child is permanently removed from placement;
- The legal obligation terminates; or
- You rescind, in writing, the agreement of adoption or agreement assuming financial responsibility.

For each newborn, step child and/or adopted child, You must:

- notify Us within 31 days of his birth or when you are named a party in a suit in which you are adopting the child;
- Complete the required application for the child; and
- Pay the required premium for the child, if any.

If a newborn is not enrolled within 31 days of birth, coverage will be provided from the date that notice is given. Any additional premium required should be made within 31 days of notification of birth or placement for the purposes of a step child and/or adoption.

Court Ordered Custody of Children

Coverage is provided to a Child in the court ordered custody of the Named Insured on the same basis as a newborn Dependent Child. For each Child under court ordered custody, You must notify Us within 31 days of the date on which the court order establishing custody of the Child was issued and any additional premiums that are due for the coverage of the Child must be paid. In order to establish court ordered custody, You must send Us a copy of the court order that establishes that You have full legal custody of such Child.

Continuation of Coverage for Dependents

Upon (1) The death of the Named Insured; (2) The Named Insured becoming age 65 or eligible for Medicare; (3) The Named Insured's enrollment in the health care system of the United States Department of Veterans Affairs; (4) The Named Insured obtaining employee-only major medical insurance through his or her employer or obtaining self-only major medical insurance on the individual market; (5) Entry of a valid decree of divorce between the Named Insured and former Spouse {or termination of the Domestic Partnership between the Named Insured and former Domestic Partner}; or (6) A Dependent reaching the limiting age: A Dependent Spouse, [Dependent Domestic Partner] or Dependent Child may continue coverage without providing evidence of insurability by making the required premium payments for issuance of his or her own Certificate. In addition, under this Continuation of Coverage provision, a covered Dependent spouse [or a covered Domestic Partner] may become the Named Insured under his or her own Certificate with the covered Dependent Children included as Dependents. The eligible Dependent must submit a written request for this continuation of coverage within thirty-one (31) days of the date on which coverage would otherwise terminate.

Coverage Continuation for Handicapped Children:

A child's attainment of age 26 does not terminate coverage while the child is:

- (1) incapable of self-sustaining employment because of mental retardation or physical disability; and
- (2) chiefly dependent on the insured or group member for support and maintenance.

To continue coverage for a handicapped child you must provide proof of the child's incapacity and dependency:

- (1) not later than the 31st day after the date the child attains the limiting age; and
- (2) no more frequently than annually after the second anniversary of the date the child reaching age 26.

Changes to this Certificate

No Covered Person can terminate and return to coverage except on the anniversary date [and will be subject to the Pre-Existing Condition limitation as defined in this coverage]. No Named Insured can increase benefits except on the Certificate Anniversary Date. This provision is waived in the event of a Dependent becoming covered under the Continuation of Coverage for Dependents provision.

DESCRIPTION OF BENEFITS

Only those services listed in the following paragraphs are covered under the Policy. Any service not explicitly listed in this Description of Benefits will not be covered.

[CRITICAL ILLNESS BENEFIT

We will pay the Critical Illness Benefit for any Covered Person upon the First Ever Diagnosis by a Physician of one of the following covered conditions or procedure[s] as defined in this Certificate:

- Cancer In Situ
- End-Stage Renal Failure
- Heart Attack
- Invasive Cancer
- Major Organ Transplant
- Stroke

The First Ever Occurrence and Diagnosis must occur while the Policy is in force. Any diagnosis or procedure not specifically listed is excluded. In no event will benefits be payable for more than one occurrence of the same Critical Illness. The Maximum Benefit Amount payable for any covered condition or procedure will be reduced by 50% when the Covered Person reaches age 65. Written proof of loss should include a statement from the Physician verifying the patient's name, the date of treatment, and the Diagnosis.

If a Diagnosis of Cancer In Situ occurs within 30 days of the effective date of this Certificate, 10% of the maximum benefit listed on the Certificate Schedule will be paid, and the Cancer In Situ benefit will be terminated.

If a Diagnosis of Invasive Cancer occurs within 30 days of the effective date of this Certificate, 10% of the maximum benefit listed on the Certificate Schedule will be paid, and the Invasive Cancer benefit will be terminated.]

[DENTAL BENEFITS

We will pay the Maximum Benefit for the corresponding dental procedure listed on the Certificate Schedule for any Covered Person receiving the dental procedure. Any procedure not listed is excluded. If one or more of the listed

procedures would be appropriate according to customary dental practice, the Maximum Benefit will be the amount allowable for the lesser charge.]

[DURABLE MEDICAL EQUIPMENT BENEFIT

We will pay the Durable Medical Equipment Benefit as shown on the Certificate Schedule if, due to treatment for a Covered Accident or Covered Sickness, a Covered Person incurs charges for a device which:

- Is primarily and customarily used for medical purposes and is specially equipped with features and functions that are generally not required in the absence of injury;
- Is used exclusively by a Covered Person;
- Is routinely used in a Hospital but can be used effectively in a non-medical facility;
- Can be expected to make a meaningful contribution to the Covered Person's rehabilitation from the injury;
- Is prescribed by a Physician; and
- Is Medically Necessary for a Covered Person's rehabilitation.

Durable Medical Equipment does NOT include:

- Comfort and convenience items;
- Equipment that can be used by family members other than a Covered Person;
- Health exercise equipment; and
- Equipment that may increase the value of a Covered Person's residence.

Such items that do not qualify as Durable Medical Equipment include but are not limited to: modifications to a Covered Person's residence, property or automobiles, such as ramps, elevators, spas, air conditioners, or vehicle hand controls; or corrective shoes, exercise and sports equipment.

Written proof of loss should include a bill verifying the patient's name and date of purchase, the Physician's Diagnosis and the charges incurred.]

HOSPITAL CONFINEMENT BENEFIT

[A)]Hospital Confinement Benefit

We will pay the Hospital Confinement Benefit, shown on the Certificate Schedule, if a Covered Person incurs charges for and is Confined in a Hospital for more than 24 hours, due to injuries received in a Covered Accident or due to a Covered Sickness. The Confinement to a Hospital must begin while the coverage is in force.

We will pay the amount shown on the Certificate Schedule for each day the Covered Person is confined, up to the Hospital Confinement Maximum Benefit shown on the Certificate Schedule.

We will not pay this benefit for:

- Emergency room treatment;
- Outpatient treatment;
- Charges billed for outpatient facility use or services;
- Confinement of less than 24 hours in a Hospital;
- Treatment for Mental Disability or Chemical Abuse; or
- Routine, post-natal care of a newborn child.

We will not pay the Hospital Confinement benefit and the Hospital Intensive Care Unit Confinement benefit concurrently.

We will not pay for any Hospital Confinement of a newborn child of a Covered Person following birth unless the child is injured or sick.

Written proof of loss should include a Hospital bill verifying the patient's name, the dates of Hospital Confinement, the Diagnosis and the charges incurred.

[B)] [Hospital Intensive Care Unit Confinement Benefit

We will pay the Hospital Intensive Care Unit Confinement Benefit, shown on the Certificate Schedule, if a Covered Person incurs charges for and is Confined to a Hospital Intensive Care Unit as the result of injuries received in a Covered

Accident or due to a Covered Sickness. The Confinement to a Hospital Intensive Care Unit must begin while the coverage is in force.

We will pay the Hospital Intensive Care Unit benefit amount shown on the Certificate Schedule for each day a Covered Person is Confined, up to the Hospital Intensive Care Unit Maximum Benefit shown on the Certificate Schedule.

If a Covered Person is Confined to a Hospital care unit that does not meet the definition of a Hospital Intensive Care Unit, We will pay the Hospital Confinement benefit up to the maximum benefit period shown on the Certificate Schedule. We will not pay the Hospital Intensive Care Unit Confinement benefit and the Hospital Confinement benefit concurrently.

We will not pay for any Hospital Confinement of a newborn child of a Covered Person following birth unless the child is injured or sick.

Written proof of loss should include a Hospital bill verifying the patient's name, the dates of Hospital Confinement, the Diagnosis and the charges incurred.]

[C)] [Hospital Admission Benefit

We will pay the Hospital Admission Benefit, shown on the Certificate Schedule, if a Covered Person incurs charges and is admitted to a Hospital as the result of injuries received in a Covered Accident or Covered Sickness while this coverage is in force. If admission is due to a Covered Accident, the Covered Person must be admitted within [six] [months] after the Covered Accident.

If a Covered Person is admitted to a Hospital and is discharged and admitted again for the same or related condition within 90 days, We will treat this later Hospital admission as a continuation of the previous Confinement. If more than 90 days have passed between the periods of Hospital Confinement, We will treat this later admission as a new and separate admission.

We will not pay this benefit for:

- Emergency room treatment;
- Outpatient treatment;
- Charges billed for outpatient facility use or services;
- Confinement of less than 24 hours in a Hospital;
- Treatment for Mental Disability or Chemical Abuse; or
- Routine, post-natal care of a newborn child.

This benefit is subject to the Hospital Admission Benefit Maximum Benefit, shown on the Certificate Schedule.]

[D)] [Emergency Room Visit Benefit

We will pay the Emergency Room Benefit, shown on the Certificate Schedule, if a Covered Person incurs charges for and requires medical care from a hospital emergency room due to injuries received in a Covered Accident or due to a Covered Sickness. The visit must occur while the coverage is in force.

An *Emergency Room Benefit* is a service that will be covered under your policy providing the following conditions are met:

- The treatment is rendered in a facility on a hospital campus and which is fully owned by a licensed, acute care hospital;
- The treatment is medically necessary;
- Services must be rendered by a Physician; and
- Without treatment within 24 hours, the condition could worsen, causing further disability or death.

The Emergency Room Benefit would not cover services rendered by a free-standing urgent care center or a hospital-owned urgent care center.

We will pay the Emergency Room benefit amount shown on the Certificate Schedule, up to the Emergency Room Benefit Maximum Benefit, shown on the Certificate Schedule.

Written proof of loss should include bills verifying the patient name, the date of treatment, the Diagnosis and the charges incurred.]

[Newborn Child Hospital Care Benefit

We will pay the Newborn Child Hospital Care Benefit shown on the Certificate Schedule, if the Named Insured or the Named Insured's covered Spouse or Domestic Partner incurs charges for his or her newborn child's routine, post-natal care in a Hospital.

The newborn child's routine, post-natal care must occur while coverage for the Named Insured and the covered Spouse or Domestic Partner of the Named Insured is in force.

Pregnancy must be included as a Sickness in this Certificate and the newborn child must be born as a result of a pregnancy that began while pregnancy coverage is in force.

We will pay the amount shown on the Certificate Schedule for each day the newborn child is confined, up to the Newborn Child Hospital Care Benefit maximum amount shown on the Certificate Schedule.

We will not pay this benefit if the pregnancy of the Named Insured or the covered Spouse or Domestic Partner of the Named Insured is a Pre-Existing Condition.

We will NOT pay the Newborn Child Hospital Care Benefit for:

- Doctor's office visit charges
- Outpatient treatment
- Charges billed for outpatient facility use or services
- Treatment for any Injury or Sickness or
- A stay of less than one day in a Hospital.

We will not pay the Newborn Child Hospital Care Benefit and the Hospital Confinement Benefit [or the Hospital Admission Benefit] for a newborn child concurrently. The Hospital Confinement Benefit [and Hospital Admission Benefit] will be payable in lieu of the Newborn Child Hospital Care Benefit due to Covered Sickness resulting in Hospital Confinement.]

[SURGERY BENEFIT

We will pay the Surgery Benefit in accordance with the Surgical Fee Schedule shown on the Certificate Schedule, if any Covered Person undergoes a surgical procedure in a Hospital or Ambulatory Surgical Center, as defined in this Certificate, due to a Covered Accident or Covered Sickness. Procedures that are performed or can otherwise be performed in another setting are not covered expenses under this benefit. We will pay this benefit once per covered surgical procedure. If a Covered Person has more than one surgical procedure performed at the same time, We will pay only one surgical procedure benefit, even if caused by more than one Accident or Sickness. We will pay the benefit that has the highest dollar value. The surgical procedure must occur while the coverage is in force.

If a Covered Person has more than one surgery for the same Covered Accident or Covered Sickness in a 90-day time period, We will pay the benefit that has the highest dollar value. If We have already paid a lower benefit amount for the same Covered Accident or Covered Sickness, We will deduct the amount paid from the higher benefit amount and pay the difference.

Written proof of loss should include the surgeon's itemized statement verifying the patient's name, the surgical procedure code(s), the date of treatment, the Diagnosis and the charges incurred.

This benefit is subject to the Surgery Maximum Benefit shown on the Certificate Schedule, which indicates the maximum amount that will be paid in any certificate year for multiple surgeries.

This benefit specifically excludes payment for the services of an assistant or co-surgeon.

[ANESTHESIA BENEFIT

The Anesthesia Benefit is calculated as a percentage of the surgery benefit, as listed in the Certificate Schedule. Written proof of loss should include the anesthesiologist's or certified registered nurse anesthetist's (CRNA's) itemized statement(s) verifying the patient's name, the surgical procedure code(s), the date of treatment, the Diagnosis, and the charges incurred.]]

[AMBULATORY SURGICAL CENTER

We will pay the Ambulatory Surgical Center Benefit, shown on the Certificate Schedule, if a Covered Person incurs charges for and requires medical care from an Ambulatory Surgical Center due to an outpatient surgery as a result of injuries received in a Covered Accident or due to a Covered Sickness. The surgery must occur while the coverage is in force.

An Ambulatory Surgical Center Benefit is payment for a facility charge that will be covered under Your policy provided the following conditions are met:

- The surgery is rendered in a licensed surgical center;
- The surgery is Medically Necessary;
- Surgical services must be rendered by a properly licensed surgeon; and
- There is no Hospital Admission as a direct result of the surgery.]

[PRE-ADMISSION TEST BENEFIT

We will pay the Pre-Admission Test Benefit, shown on the Certificate Schedule, if a Covered Person incurs charges for preadmission tests performed in hospital facilities prior to scheduled surgery. Benefits will be provided for tests ordered by a Pphysician and which are performed in the outpatient facilities of a Hospital as a planned preliminary to admission of the patient as an in-patient for surgery in the same Hospital provided that:

- Tests are necessary for and consistent with the Diagnosis and treatment of the condition for which surgery is to be performed;
- Reservations for a hospital bed and for an operating room were made prior to the performance of these tests;
- The surgery actually takes place within seven days of such presurgical tests; and
- The patient is physically present at the hospital for the tests.]

[DOCTOR'S OFFICE VISIT BENEFIT

We will pay the Doctor's Office Visit Benefit, shown on the Certificate Schedule, if a Covered Person incurs charges for and requires a Doctor's office visit due to injuries received in a Covered Accident or due to a Covered Sickness. The visit must occur:

- While the coverage is in force and
- In either the medical office of the Physician or in an Urgent Care Facility.

Services must be rendered by a licensed Physician acting within the scope of his or her license.

We will pay the Doctor's Office Visit benefit amount per visit shown on the Certificate Schedule, up to the Doctor's Office Visit Benefit Maximum Benefit, shown on the Certificate Schedule.

We will not pay the Doctor's Office Visit Benefit for visits within a Hospital during inpatient stays for a Covered Accident or due to a Covered Illness.

Written proof of loss should include bills verifying the patient name, the date of treatment, the Diagnosis and the charges incurred.]

[PREVENTIVE CARE OFFICE VISIT BENEFIT

We will pay the Preventive Care Office Visit Benefit, shown on the Certificate Schedule, if a Covered Person incurs a physician's office visit charge for an annual preventive care and wellness assessment. This benefit will be payable once per Covered Person, per Certificate Year and must occur while the coverage is in force.

We will pay the Preventive Care Office Visit benefit amount per visit shown on the Certificate Schedule, up to the Preventive Care Office Visit Benefit Maximum Benefit, shown on the Certificate Schedule. We will not pay the Preventive Care Office Visit Benefit for any office visit that is prompted by an Accident or Sickness. We will not pay the Preventive Care Office Visit Benefit concurrently with the Doctor's Office Visit Benefit.

Written proof of loss should include bills verifying the patient name, the date of treatment, the Diagnosis and the charges incurred.]

[DIAGNOSTIC, X-RAY AND LABORATORY TESTS BENEFIT

We will pay the Diagnostic X-Ray and Laboratory Tests Benefit shown on the Certificate Schedule when a Covered Person incurs charges for diagnostic, X-Ray and/or laboratory testing caused by a Covered Accident or Covered Sickness, or incurred during a Preventive Care Office Visit as defined in this Certificate. The amount payable will be in accordance with the benefit listed on the Certificate Schedule for each of the following categories of procedures:

- Tier One - MRI, CAT and PET scans; colonoscopy; bone marrow test; stress test
- Tier Two – Mammography; EEG; X-Ray; breast ultrasound; sigmoidoscopy
 - Includes a baseline mammogram for women
 - Includes an annual screening mammogram for women
 - Includes, upon recommendation of a Physician, a mammogram at any age for Covered Persons with a history of breast cancer or who have a first-degree relative with a history of breast cancer
- Tier Three – Other diagnostic, X-Ray and laboratory tests meeting the criteria above and listed below:
 - Blood test for triglycerides
 - CA 15-3 blood test for breast cancer
 - CA 125 blood test for ovarian cancer
 - CEA blood test for colon cancer
 - Eye exam performed by a licensed optometrist or ophthalmologist
 - Fasting blood glucose test
 - Hemocult stool analysis
 - PSA blood test for prostate cancer
 - Serum protein electrophoresis blood test for myeloma
 - Thermography
 - Annual cervical cytological screening for women
 - Cervical cytological screening for women upon certification by an attending Physician that the test is Medically Necessary.
 - A colorectal screening that is in compliance with American Cancer Society colorectal cancer screening guidelines
 - A prostate cancer screening in accordance with the latest screening guidelines issued by the American Cancer Society for the ages, family histories and frequencies referenced in such guidelines
 - Child health screening services for a Covered Person from birth to age 26, where such services are consistent with the standards and schedules of the American Academy of Pediatrics.

Benefits are subject to:

- The Diagnostic Test Benefit maximum amount per Certificate Year, per Covered Person; and
- The definitions, limitations, exclusions and other provisions of the Policy.

The Diagnostic Test must be performed:

- While the coverage is in force and
- In a Hospital, Ambulatory Surgical Center or Doctor's Office.

The Diagnostic Test must be ordered by a Physician because of a Covered Accident or Covered Sickness, or during the Preventive Care Office Visit as defined in this Certificate.

This benefit is subject to the Diagnostic Tests, X-ray and Laboratory Benefit Maximum Benefit shown on the Certificate Schedule. Charges for the interpretation of a diagnostic X-ray or laboratory test are not payable.

Benefits for a Colonoscopy Test are limited to one test per Certificate Year per Covered Person.

If a Covered Person has a procedure for which a benefit would be payable under the Surgery with Anesthesia benefit, We will pay only the Surgery with Anesthesia benefit and not the Diagnostic, X-Ray and Laboratory Tests Benefit.

Written proof of loss should include a billing statement from the medical provider conducting the Diagnostic Test, verifying the patient's name, the type of Diagnostic Test performed, the Diagnosis and the charges incurred and the date of treatment.]

[MENTAL HEALTH BENEFITS

Inpatient Benefits

For Inpatient Benefits, We will pay the Mental Health Inpatient Benefit, shown on the Certificate Schedule, for each day of confinement if a Covered Person is confined to a Hospital or licensed institution to provide treatment for Mental Disability.

Benefits are subject to the Mental Health Inpatient Benefit Maximum Benefit shown on the Certificate Schedule.

Outpatient Benefits

For Outpatient Benefits, We will pay the Mental Health Outpatient Benefit, shown on the Certificate Schedule, for Covered Persons receiving treatment as a result of Mental Disability.

Benefits are subject to the Mental Health Outpatient Benefit Maximum shown on the Certificate Schedule.

We will not pay any benefit for stays in a half-way house or other place offering treatment for Mental Disability if it is not a licensed facility.]

[CHEMICAL ABUSE AND DEPENDENCE DIAGNOSIS AND TREATMENT BENEFIT

We will pay the Chemical Abuse and Dependence Diagnosis and Treatment Benefit, shown on the Certificate Schedule for Covered Persons receiving services provided in facilities which are accredited by the Joint Commission on Accreditation of Hospitals as alcoholism, substance abuse or chemical dependence treatment programs, for the treatment of Chemical Abuse and Chemical Dependence. Treatment must occur while the coverage is in force.

Benefits for detoxification services as a consequence of chemical dependence are subject to the Detoxification Maximum Benefit, shown on the Certificate Schedule, of 12 days of active treatment per Certificate Year per Covered Person.

Benefits for rehabilitation services are subject to the Rehabilitation Maximum Benefit, shown on the Certificate Schedule, of 60 days of inpatient care per Certificate Year per Covered Person.

For Outpatient Benefits, We will pay the Chemical Abuse and Dependence Outpatient Benefit, up to the maximum benefit shown on the Certificate Schedule, for Covered Persons receiving outpatient services for Chemical Abuse and Dependence.

The term *chemical abuse* means alcohol and substance abuse.]

[ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Accidental Death Benefit

We will pay the Accidental Death Benefit, shown on the Certificate Schedule if a Covered Person is injured as the result of a Covered Accident, and the injury causes the Covered Person to die within 90 days of the Covered Accident.

Dismemberment Benefit

We will pay the Dismemberment Benefit amount shown on the Certificate Schedule if a Covered Person is injured as the result of a Covered Accident. Loss must occur within 90 days after the Covered Accident.

Only one amount will be paid for all losses resulting from one Accident. We will pay the largest benefit amount to which the Covered Person is entitled. Payment will be made to the Covered Person, or in the event of his death, to the named beneficiary.

Proof of Loss

We must be given written proof of loss within 90 days after the covered loss occurs. In no event will a claim be accepted or considered for payment if submitted to the Company more than 270 days following the date the service was rendered, except in the absence of legal capacity. Written proof of loss must include a claim form and, if loss is due to the death of a Covered Person, a certified copy of the death certificate is required.

Beneficiary

In the event of a benefit payable due to the Named Insured's death, the Accidental Death benefit will be paid to the Named Insured's beneficiary. The beneficiary is the person the Named Insured designated in the enrollment form as the beneficiary, unless it was changed at a later date. If a beneficiary was not named or if the person named is not living at the Named Insured's death, any Accidental Death benefit due will be paid in this order to:

The Named Insured's Spouse or Domestic Partner; or children; or parents; or brothers and sisters; or estate. In the event of a benefit payable due to the death of a Spouse or Domestic Partner or Dependent Child, the Accidental Death benefit will be paid to the Named Insured, if living, otherwise to the estate of the insured Spouse or Domestic Partner or Dependent child.

If benefits are payable to a Covered Person's estate, We can pay benefits up to \$1,000 to someone related to the Covered Person by blood or marriage who We feel is fairly entitled to them. If We do this, We will have no additional responsibility for this payment because We made it in good faith.

Change of Beneficiary

The Named Insured can ask Us to change his beneficiary at any time. The Named Insured should notify Us, and We will send him the form to complete. The request must be witnessed by someone other than his present beneficiary or his proposed beneficiary and returned to Us at Our home office. The change must be approved by Us. If approved, it will go into effect the day he signed the request. The change will not have a bearing on any payment We make before We receive it.]

[UTILIZATION REVIEW

We review proposed and rendered health services to determine whether the services are or were Medically Necessary or Experimental or Investigative. This process is called Utilization Review (UR). Utilization Review includes all review activities, whether they take place prior to the service being rendered (prospective); when the service is being rendered (concurrent); or after the service is rendered (retrospective).

We have developed Utilization Review policies to assist Us in administering the Utilization Review program. These policies describe the process and procedures of Utilization Review activities. Reviews are conducted by registered nurses and our Medical Directors. All determinations that services are not medically necessary will be made by licensed physicians. Our failure to make a utilization review determination within the applicable time frames set forth below shall be deemed an adverse determination subject to an internal appeal.

Prospective Reviews

All requests for prior authorization of care are reviewed for medical necessity (including the appropriateness for the proposed level of care and/or provider). The initial review is performed by a nurse. If a nurse determines that the proposed care is medically necessary, the nurse will authorize the care. If the nurse determines that the proposed care is not medically necessary or that further evaluation is needed, the nurse will refer the case to a licensed physician.

If we have all the information necessary to make a determination regarding a prospective review, we will make a determination and provide notice to the Covered Person (or their designee) and the Covered Person's provider, by telephone and in writing, within three business days of receipt of the request. If we need additional information, we will request it within three business days. The covered person or their provider will then have 45 calendar days to submit the information. We will make a determination and provide notice to the Covered Person (or their designee) and the Covered Person's provider, by telephone and in writing, within three business days of the earlier of our receipt of the information or the end of the 45-day time period.

With respect to urgent prospective claims, if we have all the information necessary to make a determination, we will make a determination and provide notice to the Covered Person (or their designee) and the Covered Person's provider, by telephone and in writing, within 72 hours of receipt of the request. If we need additional information, we will request it within 24 hours. The Covered Person or their provider will then have 48 hours to submit the information. We will make a determination and provide notice to the Covered Person and their provider by telephone and in writing within 48 hours of the earlier of our receipt of the information or the end of the 48-hour time period.

Concurrent Reviews

When the Covered Person is receiving services that are subject to concurrent review, a nurse will periodically assess the medical necessity and appropriateness of care received throughout the course of treatment. Once a case is assigned for concurrent review, a nurse will determine whether the services are medically necessary. If so, the nurse will authorize the care. If the nurse determines that medical necessity is lacking or that further evaluation is needed, the nurse will refer the case to a licensed physician.

Utilization review decisions for services during the course of care (concurrent reviews) will be made and notice provided to the Covered Person's provider, by telephone and in writing, within one business day of receipt of all information necessary to make a decision but no later than 15 calendar days of receipt of the request.

For concurrent reviews that invoke urgent matters, we will make a determination and provide notice to the Covered Person and their provider within 24 hours of receipt of the request.

If care is authorized, the notice will identify the number of approved services, the new total of approved services, the date of onset of services and the date of the next scheduled concurrent review of the case.

Retrospective Reviews

At our option, a nurse will review retrospectively the medical necessity of claims that are subject to utilization review. If the nurse determines that care received was medically necessary, the nurse will authorize the benefits. If the nurse determines that medical necessity was lacking, the nurse will refer the case to a licensed physician.

If we have all information necessary to make a determination regarding a retrospective claim, we will make a determination and provide notice to the Covered Person and their provider within 30 calendar days of receipt of the claim. If we need additional information, we will request it within 30 calendar days. The Covered Person or their provider will then have 45 calendar days to provide the information. We will make a determination and provide notice to the Covered Person and their provider within 15 calendar days of the earlier of our receipt of the information or the end of the 45-day time period.

Notice of Adverse Determination

A notice of adverse determination (notice that a service is not medically necessary) will include the reasons, including clinical rationale, for our determination. The notice will also advise the Covered Person of their right to appeal our determination, give instructions for requesting an external appeal and for initiating an external appeal and specify that the Covered Person may request a copy of the clinical review criteria used to make the determination. The notice will specify additional information, if any, needed for use to review an appeal. We will send notices of determination to the Covered Person or their designee and the Covered Person's health care provider.

If, prior to making an adverse determination, no attempt was made to consult with the provider who recommended the service at issue, the provider may request reconsideration by the same clinical peer reviewer who made the adverse determination. For prospective and concurrent reviews, the reconsideration will take place within one business day of the request for reconsideration. If the adverse determination is upheld, a notice of adverse determination will be given to the provider, by telephone and in writing.

Internal Appeals of Adverse Determinations

The Covered Person, their designee and, in retrospective review cases, the Covered Person's health care provider, may request an internal appeal of an adverse determination, either by phone, in person or in writing. The Covered Person has up to 180 calendar days after he or she receives notice of the adverse determination to file an appeal. We will acknowledge the Covered Person's request for an internal appeal within fifteen calendar days of receipt. This acknowledgment will include the name, address and telephone number of the person handling the Covered Person's appeal and, if necessary, inform the Covered Person of any additional information needed before a decision can be made. A clinical peer reviewer who is in the same or similar specialty as the provider who typically manages the disease or condition at issue and who is not subordinate to the clinical peer reviewer who made the initial adverse determination will perform the appeal.

We will decide internal appeals related to prospective reviews within 30 calendar days of receipt of the appeal request. Written notice of determination will be provided to the Covered Person or their designee (and the Covered Person's health care provider if he or she requested the review) within two business days after the determination is made, but no later than 30 calendar days after receipt of the appeal request.

We will decide internal appeals related to retrospective reviews within 60 calendar days of the receipt of the appeal request. Written notice of the determination will be provided to the Covered Person or their designee (and the Covered Person's health care provider if he or she requested the review) within two business days after the determination is made, but no later than 60 calendar days after receipt of the appeal request.

Reviews of continued or extended health care services, additional services rendered in the course of continued treatment, services in which a provider requests an immediate review or any other urgent matter will be handled on an expedited basis. Expedited appeals are not available for retrospective reviews.

For expedited appeals, the Covered Person's provider will have reasonable access to the clinical peer reviewer assigned to the appeal within one business day of receipt of the request for an appeal. The Covered Person's provider and clinical peer reviewer may exchange information by telephone or fax. Expedited appeals will be determined within the lesser of 72 hours or two business days of receipt of the appeal request. Written notice will follow within 24 hours of the determination but no later than 72 hours of the appeal request.

If the Covered Person is not satisfied with resolution of his or her expedited appeal, he or she may file a standard internal appeal or an external appeal. Our failure to render a determination of the Covered Person's appeal within 60 calendar days shall be deemed a reversal of the initial adverse determination.

Notice of Determination of Internal Appeal

The notice of determination of the Covered Person's internal appeal will indicate that it is a "final adverse determination" and will include the clinical rationale for our decision. It will also explain the Covered Person's rights to an external appeal, together with a description of the external appeal process and the time frames for initiating an external appeal. We will send notices of determination to the Covered Person or their designee and to the Covered Person's health care provider.]

LIMITATIONS AND EXCLUSIONS

Any services not specified in the Certificate of Coverage are not covered services under this Hospital Indemnity Plan.

We will not pay benefits for treatment, services or supplies which:

- Are not Medically Necessary;
- Are not prescribed by a Physician as necessary to treat Sickness or injury, except for the Preventive Care Benefit;
- Are Experimental/Investigative in nature, except as required by law;
- Are received without charge or legal obligation to pay; or
- Are provided by an immediate family member.

Additional Limitations and Exclusions

Except as specifically provided for in this coverage or any attached Riders, We will not pay benefits for Sickness or injuries that are caused by:

Dental Procedures –Except for the Dental Benefit, We will not pay benefits for Dental care or treatment except for such care or treatment necessitated by accidental injury to sound natural teeth within 12 months of the accident, and except for dental care or treatment necessary due to congenital disease or anomaly.

Elective Procedures and Cosmetic Surgery – We will not pay benefits for cosmetic surgery, except for reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection or other disease of the involved part and reconstructive surgery because of congenital disease or anomaly of a covered Dependent Child which has resulted in a functional defect. In the case of a Covered Person who is receiving benefits in connection with a mastectomy and who elects breast reconstruction in connection with such mastectomy, We will pay the Surgery Benefit, shown on the Certificate Schedule for:

- All stages of reconstruction of the breast on which the mastectomy has been performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- Prostheses and the treatment of physical complications at all stages of mastectomy, including lymphedemas.

The maximum benefit paid for breast reconstruction surgery will be defined in the Certificate Schedule.

Felony or Illegal Occupation We will not pay benefits for Sickness or injuries incurred during the commission or attempted commission of a felony, or to which a contributing cause was the Named Insured's being engaged in an illegal occupation.

[Pregnancy

We will not pay for charges related to Pregnancy and childbirth except for those services required to treat Complications of Pregnancy, as defined in the Definitions section of this Certificate.]

Suicide or Injuries Which Any Covered Person Intentionally Does to Himself- We will not pay benefits for Sickness or injuries resulting from suicide, attempted suicide or intentionally self-inflicted injury.

Surgical Fees/Facility Expenses Related to Surgery

The facility expenses incurred in relation to surgery will be paid through either the Hospital Confinement Benefit or the Ambulatory Surgical Center Benefit. No charges other than the surgeon's service fees will be part of the Surgery with Anesthesia Benefit.

The Certificate specifically excludes payment for the services of a co-surgeon or assistant surgeon.

War or Act of War. We will not pay benefits for Sickness or injuries resulting from war or any act of war (whether declared or undeclared); participation in a riot or insurrection; or service in the Armed Forces or units auxiliary thereto. Losses as a result of acts of terrorism committed by individuals or groups will not be excluded from coverage unless the Covered Person who suffered the loss committed the act of terrorism.

Worker's Compensation –We will not pay benefits where such benefits would be provided under any State or Federal workers' compensation, employers' liability or occupational disease law.

[Pre-Existing Condition Limitation

There is no coverage for a pre-existing condition for a continuous period of [6] [12] months following the Certificate Effective Date of coverage under this coverage.

[This limitation applies to the following benefits:]

- [Hospital Confinement Benefit]
- [Hospital Admission Benefit]
- [Hospital Intensive Care Unit Confinement Benefit]
- [Pre-Admission Test Benefit]
- [Surgery Benefit]
- [Ambulatory Care Surgical Center]
- [Anesthesia]
- [Doctor's Office Visit Benefit]
- [Diagnostic X-Ray and Laboratory Tests Benefit]
- [Durable Medical Equipment Benefit]
- [Mental Health Benefit]
- [Chemical Abuse and Dependency Diagnosis and Treatment Benefit]

This limitation does not apply to:

- Genetic information in the absence of a diagnosis of the condition related to such information;
- A newborn child who is enrolled in the plan within 31 days after birth; nor to a child who is adopted or placed for adoption before attaining 26 years of age; and as of the last day of the 31-day period beginning on the date of birth, adoption or placement for adoption, is covered under creditable coverage;
- [Pregnancy]
- [The first (\$250-\$2,500) of paid benefits during a Certificate Year]].

[In determining whether a pre-existing condition limitation applies, We will credit the time the Covered Person was previously covered under creditable coverage, if the previous creditable coverage terminated less than 63-days prior to the effective date of the Covered Person's coverage under the Policy.

Creditable coverage includes (a) a group health plan; (b) Health Insurance Coverage, as defined in this Certificate; (c) Part A or Part B of title XVIII of the Social Security Act; (d) Title XIX of the Social Security Act, other than coverage consisting solely of benefits under section 1928; (e) Chapter 55 of title 10, United States Code; (f) a medical care program of the Indian Health Service or of a tribal organization; (g) a state health benefits risk pool; (h) a health plan offered under chapter 89 of title 5, United States Code; (i) a public health plan, including health coverage provided under a plan established or maintained by a foreign country or political subdivision (as defined in regulations); (j) a health plan under section 5(e) of the Peace Corps Act (22 U.S.C. 2504(e)) and coverage under S-CHIP.]

TERMINATION OF INSURANCE

Termination of a Named Insured's Coverage

The coverage on a Named Insured will terminate on the earliest of the following dates:

- The date the Policy terminates
- The last day of the month in which the Named Insured reaches the age of 65 or becomes eligible for Medicare
- Midnight on the last day of the grace period

- 90 days after the date written notice was provided that the Named Insured is no longer in an eligible class
- The date the Named Insured's class is no longer included for insurance
- The date the Named Insured asks Us to end their coverage, or
- The date the Named Insured dies.

If We discontinue this coverage to a particular class, we will provide that class the option to purchase other coverage currently offered in such market without regard to the claims experience of the class or the health-related status of any Covered Person or new Named Insureds who may become eligible for such coverage.

Extension of Benefits

Termination of coverage will not affect any claim that began while the coverage was in force.

If a Covered Person is Confined in a Hospital on the date coverage terminates We will continue to pay any applicable benefits until the earlier of:

- The date the Covered Person is discharged from the Hospital; or
- 90 days after the date the coverage terminates.

When Coverage Ends on the Named Insured's Spouse or Domestic Partner and/or Dependents

If this is Named Insured and Spouse or Domestic Partner coverage or two-parent family coverage, coverage on the Named Insured's Spouse or Domestic Partner will end:

- The last day of the month in which the Named Insured's Spouse or Domestic Partner reaches the age of 65 or becomes eligible for Medicare
- If the premiums are not paid for the Named Insured's Spouse or Domestic Partner when they are due
- On the date the Named Insured asks Us to end their Spouse's or Domestic Partner's coverage
- On the date the Named Insured's coverage terminates
- On the date the Named Insured's Spouse or Domestic Partner dies or;
- On the date the next premium is due after the Named Insured divorces their Spouse or terminates the domestic partnership.

If this is family coverage, coverage on the Named Insured's dependents will end:

- If the premium is not paid for the Named Insured's dependents when it is due
- On the date the Named Insured asks Us to end their Dependent coverage; or
- On the date the Named Insured's coverage terminates.

Coverage will end on each Dependent Child when they no longer qualify as a Dependent as defined in the Certificate. It is the Named Insured's responsibility to notify Us if any Dependent no longer qualifies as an eligible Dependent. If this is family coverage and all of the dependents no longer qualify as eligible dependents and We are not notified, the extent of Our liability will be to refund premium for the time period for which they did not qualify. Coverage will not end on a Dependent Child who reaches the limiting age if that child is incapable of self-sustaining employment by reason of , developmental disability or mental disability as defined in the mental hygiene law or physical handicap and who became so incapable prior to the attainment of the age at which dependent coverage would otherwise terminate and who is dependent upon such Named Insured for support and maintenance. Proof of the disability and/or dependency must be furnished to Us within 31 days of the child's attainment of the limiting age and subsequently, as may be required by Us. However, proof may not be required more often than annually after the first 2 years following the Dependent Child's attainment of the limiting age.

PREMIUMS

The premiums for the coverage must be paid when they are due and the Covered Person must remain in good standing with the Policy Holder.

Our Right to Change Premiums

We have the right to change the premium We charge. If We plan to make a change, We will send You a notice at least 60 days before We make it.

Grace Period (If Premiums Are Not Paid When Due)

After the first premium, if the premium is not paid when it is due, it can be paid during the next 31 days. These 31 days are called the grace period. If the premium is not paid before the grace period ends, the coverage provided by the coverage will terminate at midnight on the last day of the grace period.

GENERAL PROVISIONS

Entire Contract; Changes

The Policy is a legal contract between the Policy Holder and Us. The Policy is issued in consideration for the application and payments, called premiums.

Whenever We use the word Policy, We mean the entire contract. The entire contract consists of:

- The Policy;
- The Certificate, including the Certificate Schedule;
- The application(s), if any; and
- Attached riders or endorsements.

Riders and endorsements add provisions to or change the terms of the Policy.

Any changes made to the Policy must be attached in writing and signed by one of Our executive officers at Our home office. No agent or anyone else can change the coverage provided by the Policy or waive any of its provisions.

Incontestability

The validity of the policy may not be contested after the policy has been in force for two years after its date of issue; and (2) in the absence of fraud, a statement made by any individual covered by the policy relating to the individual's insurability may not be used in contesting the validity of the insurance with respect to which the statement was made:

(A) after the insurance has been in force before the contest for two years during the individual's lifetime; and

(B) unless the statement is contained in a written instrument signed by the individual making the statement.

Coverage Provided by the Policy

We insure a Covered Person for loss according to the provisions of the Policy.

When making a benefit determination under the Policy, We have discretionary authority to determine the Covered Person's eligibility for the benefits and interpret the terms and provisions of the Policy.

Conformity with State Statutes

If any provision of the Policy is contrary to any law to which it is subject, such provision is hereby amended to conform to the minimum requirements of such law.

Misstatement of Age and Sex

If the age or sex of a person covered under this Certificate has been misstated, We will make an equitable adjustment of the premium. Such premium will be the difference between the premiums paid and the premiums which would have been paid at Your true age or sex, whichever applies. If coverage would not have been issued, We will refund the premiums paid for such insurance.

HOW TO FILE A CLAIM/CLAIM PROVISIONS

How to File a Claim

A claim form must be completed within 90 days after the covered loss begins or as soon as it is reasonably possible. The claim form, along with proof of loss, should be sent to Us at Our home office.

If the Named Insured does not have a claim form, he must give Us a written statement describing the loss within 90 days after the covered loss begins or as soon as it is reasonably possible. The statement should include his name and Certificate Schedule Number as shown in the Certificate Schedule. It must also include proof of loss and how the loss occurred. The Named Insured should send the statement to Us at Our home office. When We receive the statement describing the loss, We will send him claim forms within 15 days. If he does not receive claim forms, his written statement along with the proof of loss will be used to process his claim.

Proof of Loss

The Named Insured must give Us a written proof of loss within 90 days after the covered loss begins. If he is not able to give Us written proof of loss within 90 days, it will not have a bearing on this claim if proof is given to Us as soon as it is reasonably possible, except in the absence of legal capacity.

Refer to the applicable benefit section(s) for written proof of loss requirement.

Payment of Claim

Benefits will be paid to the Named Insured or to the designated beneficiary on record. If no named beneficiary is on record with Us all or any part of the benefits owed will be paid to the estate. In lieu of paying benefits to the estate We may, at Our option, pay benefits to any one or more of the following surviving relatives:

- spouse or Domestic Partner;
- parent;
- child or children; and
- brothers or sisters.

If there are no survivors in any of these classes, We may pay benefits for expenses on account to a Hospital or Doctor's office or other person actually supporting him or her and who is deemed by Us to be entitled to payment. Any payments made in good faith will end Our liability to the extent of the payment.

Time of Payment of Claim

We will pay any benefits due not more than 60 days after We receive written proof of loss.

Physical Examinations

We can require that any Covered Person be examined by a Physician of Our choice at Our expense as often as it is reasonably necessary while his claim is pending.

Legal Action

We cannot be sued for benefits under the Policy until 60 days after written proof of loss has been given as required by the Policy or the expiration of 3 years from the time We receive written proof of loss.

American Medical and Life Insurance Company
8 West 38th Street, Suite 1002, New York, New York

POLICYHOLDER APPLICATION
FOR GROUP ACCIDENT AND SICKNESS HOSPITAL INDEMNITY INSURANCE

1. Name of Association _____ Group #: _____

2. Address (Street) _____

City: _____ State: _____ Zip Code: _____

3. Phone Number: _____ 4. Plan Administrator: _____

5. Nature of Association: _____ 6. Effective Date of Coverage: _____

7. Initial Enrollment: Start Date _____ Stop Date: _____

8. Subsequent Annual Enrollment Period, Subject to the Agreement of the Policyholder and American Medical and Life Insurance Company

Start Date _____ Stop Date: _____

9. Eligibility Period: _____

10. Eligible Class

Association Group

[All active members of [ABC Association] as determined by bylaws or charter of the Association]

Number of eligible members: _____

Is there any association contribution? Yes No If yes, what percentage? _____ %

Named Insured Only: 100% 75% 50% _____ (other)

Named Insured and Spouse: 100% 75% 50% _____ (other)

Family: 100% 75% 50% _____ (other)

Plan Applied For:

Member Class: _____]

11. Policy Benefits Selected: (See Rate Manual for Options)

[Critical Illness Benefit	
Heart Attack	100% of Benefit
Invasive Cancer– diagnosis more than 30 days after effective date	100% of Benefit
Invasive Cancer – diagnosis within the first 30 days after effective date	10% of Benefit
End-Stage Renal Failure	100% of Benefit
Stroke	100% of Benefit
Major Organ Transplant	100% of Benefit
Cancer In Situ– diagnosis more than 30 days after effective date	25% of Benefit
Cancer In Situ – diagnosis within the first 30 days after effective date	2.5% of Benefit
Maximum Benefit	[\$5,000][\$10,000][\$15,000] per Original Diagnosis per [Covered Person][Family]

[Dental Benefit]	
Prophylaxis (Cleaning) CDT Codes D1110 and D1120 Maximum Benefit	[\$10][\$15][\$20][\$25] per Cleaning [One][Two] cleanings per Covered Person per Certificate Year
Fluoride Treatment CDT Codes D1203;1204;1206 Maximum Benefit	[\$10][\$15][\$20][\$25] One treatment per Covered Person per Certificate Year
Radiographs (X-Rays) CDT Codes D0210-D0363 Maximum Benefit	[\$10][\$15][\$20][\$25] Once per Covered Person per Certificate Year
Amalgam Fillings CDT Codes D2140;2150;2160;2161 Maximum Benefit	[\$10][\$15][\$20][\$25] per amalgam filling [One][Two] per Covered Person per Certificate Year
Resin-Based Composite Fillings CDT Codes D2330-D2332; D2335; D2390- D2394 Maximum Benefit	[\$10][\$15][\$20][\$25] per composite filling [One][Two] per Covered Person per Certificate Year]
[Durable Medical Equipment Benefit]	
Maximum Benefit	[\$75-\$250] per device [one-five] devices per Certificate Year per [Covered Person][Family]]
[Hospital Confinement/Medical Facility Benefit]	
Hospital Confinement Benefit Maximum Benefit	[\$50 – \$3,000] per day of confinement [5-100] days per Certificate Year per [Covered Person][Family]
[Hospital Intensive Care Unit Confinement Benefit] Maximum Benefit Period	[\$50-\$3,000] per day of confinement Up to [5-100] days per Certificate Year per [Covered Person][Family]]
[Hospital Admission Benefit] Maximum Benefit	[\$50-\$3,000] per admission [One-Five] admissions per Certificate Year per [Covered Person][Family]]
[Emergency Room Benefit] Maximum Benefit	[\$50-\$1,000] per visit [1-5] Visits per Certificate Year per [Covered Person][Family]]
[Newborn Child Hospital Care Benefit]	
Newborn Child Hospital Care Benefit Maximum Benefit	[\$100 - \$2,500] per day of hospital care [1–4] days of hospital care per Certificate Year, per newborn child]
[Surgery Benefit]	
Maximum Benefit per Surgery Maximum Benefit	[50%-150%][2010] RBRVS [\$100-[Unlimited]] per Certificate Year per [Covered Person][Family]]
[Anesthesia Benefit]	[25%] of surgical benefit]]

<u>[Ambulatory Surgical Center Benefit</u>	
Ambulatory Surgical Center Benefit	[\$250] per admission
Maximum Benefit	[Two] admissions per Certificate Year per [Covered Person][Family]
<u>[Pre-Admission Test Benefit</u>	
Maximum Benefit	[\$50-\$500] per Surgical Admission [1-5] Surgical Admissions per Certificate Year per [Covered Person][Family]
<u>[Doctor's Office Visit Benefit</u>	
Doctor's Office Benefit	[\$5 to \$200 in increments of \$5] per visit
Maximum Benefit	[1-7] visits per Certificate Year per [Covered Person][Family]
<u>[Preventive Care Office Visit</u>	
Annual Preventive Care Office Benefit	[\$25-\$250] per Visit
Maximum Benefit	[1-3] visits per Certificate Year per [Covered Person][Family]
<u>[Diagnostic Tests, X-Ray and Laboratory Benefit</u>	
[Tier One Diagnostic Test Benefit: MRI; CAT; PET; Colonoscopy; Bone Marrow Test; Stress Test]	[\$25-\$1,500] per test
[Maximum Benefit]	[1-2] tests per Certificate Year per [Covered Person][Family]
[Tier Two Diagnostic Test Benefit: Mammography; EEG; X-Ray; Breast Ultrasound; Sigmoidoscopy]	[\$25-\$500] per test
[Maximum Benefit]	[1-3] tests per Certificate Year per [Covered Person][Family]
[Tier Three Diagnostic Test Benefit: Blood test for triglycerides; CA 15-3; CA 125; CEA; eye exam; fasting blood glucose test; hemoccult stool analysis; PSA; serum protein electrophoresis; thermography; cervical cytological screening; colorectal cancer screening; prostate cancer screening; child health screening]	[\$5-\$100] per test
[Maximum Benefit]	[1-20] tests per Certificate Year per [Covered Person][Family]
<u>[Mental Health Benefit</u>	
Mental Health Inpatient Benefit	[\$50-\$3,000] per day
Mental Health Inpatient Maximum Benefit	[5-100] days per Certificate Year per [Covered Person][Family]
Mental Health Outpatient Benefit	[\$5-\$200 in increments of \$5] per visit
Mental Health Outpatient Maximum Benefit	[1-20] visits per Certificate Year per [Covered Person][Family]
<u>[Chemical Abuse and Dependence Diagnosis and Treatment Benefit</u>	
Chemical Abuse and Dependence Diagnosis and Treatment Benefit	[\$50-\$3,000] per day
Detoxification Maximum Benefit	[5-100] days per Certificate Year per [Covered Person][Family]
Inpatient Rehabilitation Maximum Benefit	[5-100] days per Certificate Year per [Covered Person][Family]
Chemical Abuse and Dependence Outpatient Benefit	[\$5 to \$200 in increments of \$5] per visit
Chemical Abuse and Dependence Outpatient Benefit Maximum Benefit	[1-7] visits per Certificate Year per [Covered Person][Family]

[Accidental Death and Dismemberment Benefit	
Accidental Death Benefit	[\$1,000-\$50,000] Primary Insured; 50% Spouse; 25% Dependent
Dismemberment Benefit	[\$1,000-\$50,000] Primary Insured; 50% Spouse; 25% Dependent Loss of both hands or both feet - 100% Loss of sight of both eyes - 100% Loss of one hand and one foot - 75% Loss of one hand and sight of one eye - 50% Loss of one foot and sight of one eye - 50% Loss of one hand - 25% Loss of sight of one eye - 25%]
[Riders	
[Ambulance Services Rider	
Ambulance Services Benefit	[\$100-\$1,000] per Covered Sickness/Accident per Covered Person
Maximum Number of Conveyances	[3-6] per Certificate Year per Covered Person]
[Skilled Nursing Facility Benefit Rider	
Skilled Nursing Facility Benefit	[\$100-\$1,000] per day of confinement
Maximum Benefit	Up to [60-90] days per Calendar Year per Covered Person]
[Term Life Insurance Rider	
Term Life Benefit	[\$5,000-\$10,000]
[Covered Spouse [Domestic Partner] Life Insurance Amount]	[\$2,000 - \$4,000]
[Covered Dependent Children]	[Age 14 days, but less than 6 months [\$100] Age 6 months, but less than 26 years of age [\$1,000 - \$2,000]]]

12. Is this a replacement of similar coverage: Yes No

13. Previous Company: _____

Termination Date of Prior Plan: _____

It is understood and agreed that this application shall be attached as a part of the Policy applied for, and that no Insurance shall be effective until approved by American Medical and Insurance Company at its home office.

I understand that Accident and Sickness Medical Plan covered persons are covered by group insurance benefits. The group insurance benefits vary depending on plan selected. These benefits are provided under a group insurance policy underwritten by American Medical and Life Insurance Company and subject to the exclusions, limitations, terms and conditions of coverage as set forth in the insurance certificate which includes, but is not limited to, limitations for pre-existing conditions. This is not basic health insurance or major medical coverage and is not designated as a substitute for basic health insurance or major medical coverage. This is an accident and sickness medical plan that provides for limitations to the coverage for each benefit. The limitations are disclosed in the policy and certificate which are made available at the time of enrollment.

WARNING: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application/enrollment form containing any false, incomplete, or misleading information may be guilty of a crime and may be subject to fines and confinement in prison.

Dated at: _____ By: _____
(City, State) (Authorized Signature/Title)

On: _____ By: _____
Date (mm/dd/yyyy) (Printed Agent/Broker Name)

(Signature of Agent/Broker)

To be Completed by Home Office

On _____ By _____ Plan Effective Date _____
Date (mm/dd/yyyy) Home Office

American Medical and Life Insurance Company
8 West 38th Street, Suite 1002
New York, New York

GROUP ACCIDENT AND SICKNESS HOSPITAL INDEMNITY INSURANCE CERTIFICATE SCHEDULE

Named Insured: [John Member]

Certificate Schedule Number: [123]

Group Policy Number: [12345]

Policy Holder: [Association][Employer]

Certificate Effective Date: [January 1, 2010]

Certificate Anniversary Date: [January 1, of each year]

Open Enrollment Period: [January 1] through [December 31] during each Certificate Year

1. Description of Eligible Classes

[I. - All employees of [Company] who are actively at work for a minimum of [15-20] hours per week.]

[Actively at work means the named insured is working at the worksite for earnings that are paid regularly, and he is performing the material and substantial duties of his regular occupation. Normal vacation is considered active employment. The worksite must be:

- At the usual place of business;
- An alternative worksite; or
- A location to which the named insured's job requires him to travel.]

[I. – All active members of [Association] in the member class as determined by bylaws or charter of the association.]

II. - Dependents of Named Insured as defined in the Policy.

2. [Eligibility Period: 365 days]

3. Plan Type: [Association]
[Member Contribution 100%]
[Voluntary]

4. Coverage: [Named Insured] [Named Insured and Spouse] [Family]

5. Benefits:

[Critical Illness Benefit	
Heart Attack	100% of Benefit
Invasive Cancer – diagnosis more than 30 days after effective date	100% of Benefit
Invasive Cancer – diagnosis within the first 30 days after effective date	10% of Benefit
End-Stage Renal Failure	100% of Benefit
Stroke	100% of Benefit
Major Organ Transplant	100% of Benefit
Cancer In Situ – diagnosis more than 30 days after effective date	25% of Benefit
Cancer In Situ – diagnosis within the first 30 days after effective date	2.5% of Benefit
Maximum Benefit	[\$5,000][\$10,000][\$15,000] per Original Diagnosis per [Covered Person][Family]
[Dental Benefit	
Prophylaxis (Cleaning) CDT Codes D1110 and D1120 Maximum Benefit	[\$10][\$15][\$20][\$25] per Cleaning [One][Two] cleanings per Covered Person per Certificate Year
Fluoride Treatment CDT Codes D1203;1204;1206 Maximum Benefit	[\$10][\$15][\$20][\$25] One treatment per Covered Person per Certificate Year
Radiographs (X-Rays) CDT Codes D0210-D0363 Maximum Benefit	[\$10][\$15][\$20][\$25] Once per Covered Person per Certificate Year
Amalgam Fillings CDT Codes D2140;2150;2160;2161 Maximum Benefit	[\$10][\$15][\$20][\$25] per amalgam filling [One][Two] per Covered Person per Certificate Year
Resin-Based Composite Fillings CDT Codes D2330-D2332; D2335; D2390-D2394 Maximum Benefit	[\$10][\$15][\$20][\$25] per composite filling [One][Two] per Covered Person per Certificate Year
[Durable Medical Equipment Benefit	
Maximum Benefit	[\$75 - \$250] per device [One - Five] devices per Certificate Year per [Covered Person][Family]
[Hospital Confinement/Medical Facility Benefit	
Hospital Confinement Benefit	[\$50 – \$3,000] per day of confinement
Maximum Benefit	[5 -100] days per Certificate Year per [Covered Person][Family]
[Hospital Intensive Care Unit Confinement Benefit	[\$50 – \$3,000] per day of confinement
Maximum Benefit Period	Up to [5 -100] days per Certificate Year per [Covered Person][Family]

[Hospital Admission Benefit	[\$50- \$3,000] per admission
Maximum Benefit	[One- Five] admissions per Certificate Year per [Covered Person][Family]
[Emergency Room Benefit	[\$50 - \$1,000] per visit
Maximum Benefit	[1- 5] Visits per Certificate Year per [Covered Person][Family]
[Newborn Child Hospital Care Benefit	
Newborn Child Hospital Care Benefit	[\$100 - \$2,500] per day of hospital care
Maximum Benefit	[1 – 4] days of hospital care per Certificate Year, per newborn child
[Surgery Benefit	
Maximum Benefit per Surgery	[50% - 150%][2010] RBRVS
Maximum Benefit	[\$100-[Unlimited] per Certificate Year per [Covered Person][Family]
[Anesthesia Benefit	[25 %] of surgical benefit]
[Ambulatory Surgical Center Benefit	
Ambulatory Surgical Center Benefit	[\$250] per admission
Maximum Benefit	[Two] admissions per Certificate Year per [Covered Person][Family]
[Pre-Admission Test Benefit	[\$50 - \$500] per Surgical Admission
Maximum Benefit	[1 – 5] Surgical Admissions per Certificate Year per [Covered Person][Family]
[Doctor's Office Visit Benefit	
Doctor's Office Benefit	[\$5 to \$200 in increments of \$5] per visit
Maximum Benefit	[1 – 7] visits per Certificate Year per [Covered Person][Family]
[Preventive Care Office Visit	
Preventive Care Office Benefit	[\$25 - \$250] per Visit
Maximum Benefit	[1 – 3] Visits per Certificate Year per [Covered Person][Family]
[Diagnostic Tests, X-Ray and Laboratory Benefit	
[Tier One Diagnostic Test Benefit: MRI; CAT; PET; Colonoscopy; Bone Marrow Test; Stress Test]	[\$25 - \$1,500] per test
[Maximum Benefit]	[1-2] tests per Certificate Year per [Covered Person][Family]
[Tier Two Diagnostic Test Benefit: Mammography; EEG; X-Ray; Breast Ultrasound; Sigmoidoscopy]	[\$25 - \$500] per test
[Maximum Benefit]	[1-3] tests per Certificate Year per [Covered Person][Family]
[Tier Three Diagnostic Test Benefit: Blood test for triglycerides; CA 15-3; CA 125; CEA; eye exam; fasting blood glucose test; hemoccult stool analysis; PSA; serum protein electrophoresis; thermography; cervical cytological screening; colorectal cancer	[\$5 - \$100] per test

screening; prostate cancer screening; child health screening]	
[Maximum Benefit]	[1-20] tests per Certificate Year per [Covered Person][Family]
<u>Mental Health Benefit</u>	
Mental Health Inpatient Benefit	[\$50 – \$3,000]per day
Mental Health Inpatient Maximum Benefit	[5 -100] days per Certificate Year per [Covered Person][Family]
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<u>Accidental Death and Dismemberment Benefit</u>	
Accidental Death Benefit	[\$1,000 – \$50,000] Primary Insured; 50% Spouse; 25% Dependent
Dismemberment Benefit	[\$1,000 – \$50,000] Primary Insured; 50% Spouse; 25% Dependent Loss of both hands or both feet - 100% Loss of sight of both eyes - 100% Loss of one hand and one foot - 75% Loss of one hand and sight of one eye - 50% Loss of one foot and sight of one eye - 50% Loss of one hand - 25% Loss of sight of one eye - 25%]

American Medical and Life Insurance Company
New York, New York

ARKANSAS AMENDATORY ENDORSEMENT

This amendatory endorsement is made a part of the Policy or Certificate to which it is attached and is subject to all terms and provisions of such Policy or Certificate not inconsistent herewith. This amendatory endorsement is applicable only to Covered Persons who are residents of Arkansas on the Certificate Date.

- A. Under **GENERAL DEFINITIONS**, the definition of **Doctor or Physician** is deleted in its entirety. The following is substituted in its place:

A person, other than the Named Insured, a member of the Named Insured's immediate family, or a business associate of the Named Insured, who is duly licensed and who is legally qualified to diagnose and treat sickness and injuries. The *Physician* must be providing services within the scope of his or her license, and must be a board-certified specialist where required under the Policy.

- B. Under **ELIGIBILITY AND CERTIFICATE EFFECTIVE DATE, Who is Covered By This Certificate**, the following changes are hereby made:

1. Coverage for the Named Insured's Newborn and Adopted Children, is deleted and replaced with the following:

Coverage for the Named Insured's Newborn and Adopted Children:

A child born to a Named Insured or a Named Insured's Spouse will automatically become insured as a Dependent. The child must be born to the Named Insured or to his or her Spouse while the Policy is in force. We will cover each newborn child from the moment of live birth, for up to 90 days. Such coverage includes:

- the necessary care and treatment of medically diagnosed congenital defects;
- birth abnormalities;
- prematurity'

For each newborn child, the Named Insured must:

- notify Us within 90 days of birth or when the Named Insured is named a party in a suit in which he or she is adopting the child; and
- pay the required premium for the newborn child, if any.

For each step child and/or adopted child, the Named Insured must:

- notify Us within 60 days of birth or when the Named Insured is named a party in a suit in which he or she is adopting the child; and
- pay the required premium for the child, if any.

If a newborn is not enrolled within 90 days of birth, coverage will be provided from the date that notice is given. Any additional premium required must be made to Us within 31 days of notification of birth or placement for the purposes of a step child and/ or adoption.

If a step child or adopted child is not enrolled within 60 days of birth, coverage will be provided from the date that notice is given. Any additional premium required must be made to Us within 31 days of notification of birth or placement for the purposes of a step child and/ or adoption.

Coverage Continuation for Handicapped Children

A child's attainment of age 25 does not terminate coverage while the child is:

- (1) incapable of self-sustaining employment because of mental retardation or physical disability; and
- (2) chiefly dependent on the Named Insured for support and maintenance.

To continue coverage for a handicapped child the Named Insured must provide proof of the child's incapacity and dependency:

- (1) after the date the child attains the limiting age; and
- (2) no more frequently than annually after the second anniversary of the date the child reaching age 25.

- C. Under **DESCRIPTION OF BENEFITS**, the following is hereby added:

Under [**HOSPITAL CONFINEMENT BENEFITS, Hospital Confinement Benefit, Hospital Intensive Care Unit Confinement Benefit, Hospital Admission Benefit, [SURGERY BENEFIT] [and] [ANESTHESIA BENEFIT]**] the following is added:

Coverage for Anesthesia and Hospitalization for Dental Procedures

This benefit includes anesthesia and hospital services performed in connection with dental procedures in a hospital if: (1) the physician treating the Covered Person certifies that because of the Covered Person's age or condition or problem, hospitalization or general anesthesia is required in order to safely and effectively perform the procedures; and (2) the Covered Person is: (a) a child under 7 years of age who is determined by two dentists to have a significantly complex dental condition; (b) a Covered Person diagnosed with a serious mental or physical condition; or (c) a Covered Person with a significant behavioral problem as determined by his or her Physician. This benefit does not apply to TMJ.]

D. [Under **LIMITATIONS AND EXCLUSIONS, Additional Limitations and Exclusions**, the following changes are hereby made:

1. Under Dental Procedures, the following is added: except as provided in the Policy or this Amendatory Endorsement.
2. [Under Pre-Existing Condition Limitation, the 2nd bullet in the 2nd paragraph pertaining to a newborn child and an adopted child is deleted and replaced with the following:
 - a newborn child who is enrolled in the plan within 90 days after birth; nor to a child who is adopted or placed for adoption before attaining 18 years of age; and as of the last day of a 90-day period beginning on the date of birth, or 60-day period beginning on the date of adoption or placement for adoption, is covered under creditable coverage;]

E. Under **TERMINATION OF INSURANCE, Extension of Benefits** is deleted and replaced with the following:

Extension of Benefits

Termination of coverage will not affect any claim that began while the coverage was in force.

If a Covered Person is Confined in a Hospital on the date coverage terminates We will continue to pay any applicable benefits until the earlier of

- the date the Covered Person is discharged from the Hospital; or
- Hospital benefits under the Policy are exhausted.

F. [Under **HOW TO FILE A CLAIM/CLAIM PROVISIONS, Time of Payment of Claim** is deleted and replaced with the following:

Time of Payment of Claim

We will pay, deny or settle all benefits due for clean claims within 30 calendar days after receipt of proof of loss submitted electronically or within 45 days by any other method.

If the resolution of a claim requires additional information, We will, within 30 calendar days after receipt of the claim, give You a full explanation of what additional information is needed. If You and the Provider have provided all such additional information necessary to resolve the claim, the claim shall be paid, denied, or settled within 30 calendar days after receipt.

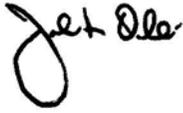
If We fail to pay, settle or deny a clean claim or take other required actions within 30 or 45 calendar days (excluding the time waiting for additional information), We will pay interest at the rate of 12% annually on the amount ultimately allowed on the claim, accruing from the date payment was due.

For the purpose of this provision, the following definition has been added:

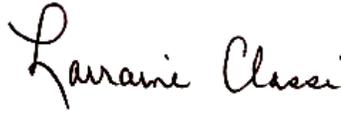
"Clean Claim" means a claim that is submitted on a HCFA 1500 or on a UB92, in a format required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or on the Plan's standard claim form with all required fields completed in accordance with the Plan's published claim filing requirements. A Clean Claim does not include a claim (1) for payment of expenses incurred during a period of time for which premiums are delinquent, or (2) for which the Plan needs additional information in order to resolve one or more outstanding issues.

This endorsement takes effect and expires concurrently with the policy or certificate to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

In Witness Whereof, We have caused this Endorsement to be signed by

Handwritten signature of Jet Ole in black ink.

Chairman, President and CEO

Handwritten signature of Laraine Classi in black ink.

Executive Vice President & Chief Compliance Officer

SERFF Tracking Number: ICCI-127890085 State: Arkansas
 Filing Company: American Medical and Life Insurance Company State Tracking Number: 50457
 Company Tracking Number: AMLI GRP LM 2 0 POL TX
 TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity
 Product Name: AMLI GRP LM 2 0 POL TX
 Project Name/Number: AMLI GRP LM 2 0 POL TX / AMLI GRP LM 2 0 POL TX

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification	Disapproved	01/30/2012
Comments:		
Attachment: Cert of Comp. with Rule 19 AMLI TX 2-0.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application	Disapproved	01/30/2012
Comments: see form schedule tab		

	Item Status:	Status Date:
Satisfied - Item: Authorization Letter 2011	Disapproved	01/30/2012
Comments:		
Attachment: auth letter _2011_.pdf		

	Item Status:	Status Date:
Satisfied - Item: LIFE Association bylaws and articles of incorporation	Disapproved	01/30/2012
Comments:		
Attachments: LIFEByLaws.pdf ArticlesofINC.pdf		

	Item Status:	Status Date:
Satisfied - Item: NBA Association bylaws and	Disapproved	01/30/2012

SERFF Tracking Number: ICCI-127890085 State: Arkansas
Filing Company: American Medical and Life Insurance Company State Tracking Number: 50457
Company Tracking Number: AMLI GRP LM 2 0 POL TX
TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity
Product Name: AMLI GRP LM 2 0 POL TX
Project Name/Number: AMLI GRP LM 2 0 POL TX / AMLI GRP LM 2 0 POL TX
articles of incorporation

Comments:

Attachments:

- NBA Bylaws pages 1-8 3-9-11.pdf
- NBA Bylaws pages 9-16 3-9-11.pdf
- NBA Articles of Incorporation 3-9-11.pdf

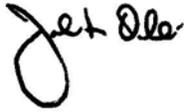
**Certificate of Compliance with
Arkansas Rule and Regulation 19**

Insurer: American Medical and Life Insurance Company

Form Number(s):

Group Limited Benefit Accident and Sickness Insurance Policy – AMLI GRP LM 2.0 POL TX
Certificate of Insurance – AMLI GRP LM 2.0 CERT TX
Schedule – AMLI GRP LM 2.0 SCHED TX
Group Application – AMLI GRP LM 2.0 APP TX AR
Amendatory Endorsement – GRP LM 2011 AE AR

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirement of Rule and Regulation 19.



Signature of Company Officer

John Ollis
Name

CEO and President
Title

December 13, 2011
Date



8 WEST 38TH STREET – SUITE 1002
NEW YORK, NY 10018

MICHAEL F. MURPHY

EXECUTIVE VICE PRESIDENT & CHIEF MARKETING OFFICER

301.299.7802

CELL 301.943.2222

FAX 301.299.3410

mmurphy@usamli.com

www.usamli.com

January 1, 2011

Mr. Brian Camling
President
Insurance Compliance Consultants, Inc.
3925 East State Street, Suite 200
Rockford, IL 61108

Dear Mr. Camling:

Please accept this letter as written confirmation that Insurance Compliance Consultants, Inc., has authority to file the attached form(s) or a state specific variation of it, and to act on behalf of American Medical and Life Insurance Company regarding such filings, in all jurisdictions where this form(s) or a state specific variation of it is being filed. American Medical may withdraw this authorization at any time, by giving notice to Insurance Compliance Consultants.

Sincerely,

#5

**AMENDED BYLAWS
OF
L.I.F.E. ASSOCIATION, INC.**

**ARTICLE 1.
PURPOSES AND POWERS**

1.01 Purposes. The corporation is organized exclusively for charitable and educational purposes for any lawful purpose or purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, including but not limited to, studying means and methods of providing consumers of America with benefits and services in the most cost efficient manner and to implement such studies, as set forth in its Articles of Incorporation or any amendments thereto.

1.02 Mission. The mission of the corporation, in keeping with its general purposes, is: (a) the fostering and promoting of education and research concerning the advantages and availability of suitable discounted medical, medically related, non-medical and other benefit and service programs in respect of its members; (b) the collection and dissemination of statistics and other relevant and reliable information, facts and data concerning the benefits, medical issues and other related matters; (c) the location and determination of suitable and appropriate benefits, medical and other related products and services needed and desired by members at efficient and reasonable costs; and (d) the providing of emails, internet websites, media, newsletters, conferences, meetings, seminars, forums and other means of effective communication to members and others concerning the purposes of the corporation.

1.03 Powers. The corporation shall possess all powers which a corporation may have under the Texas Business Organizations Code, as the same may from time to time be amended.

1.04 Bylaws. These bylaws shall govern and control the internal corporate affairs of the corporation and guide the officers, directors and members of the corporation in their efforts to promote the business and objectives of the corporation.

**ARTICLE 2.
PRINCIPAL OFFICE; REGISTERED OFFICE AND AGENT**

2.01 Principal Office. The principal office in the State of Texas shall be at such place as the board of directors may from time to time designate by duly adopted resolution. The corporation may also have an office or offices at such other place or places within or without the State of Texas as the board of directors may from time to time designate or the business of the corporation requires.

2.02 Registered Office. The corporation shall have and continuously maintain in Texas a registered office which may be, but need not be, the same as its principal office. The address of the registered office will be identical with the office of the registered agent of the corporation. Such office will be continuously maintained within Texas for the duration of the corporation. The board of directors may from time to time change the address of its registered office by duly adopted resolution and submission of the appropriate forms to the Office of the Secretary of State.

2.03 Registered Agent. The corporation shall have and continuously maintain in Texas a registered agent, which agent may be an individual resident in Texas whose business office is identical with such registered office, or a domestic corporation, whether for profit or not for profit, or a foreign corporation for profit or not for profit, authorized to transact business or to conduct its affairs in Texas

which has a business office identical with such registered office.

2.04 Change of Registered Office or Agent. The corporation may change its registered office or change its registered agent, or both, upon filing in the office of the Secretary of State a statement setting forth such change. The change shall be authorized by the board of directors or by an officer so authorized by the board of directors. The registered agent shall be agent of the corporation upon whom any process, notice or demand required or permitted by law to be served on the corporation may be served.

2.05 Resignation of Registered Agent. Any registered agent may resign; however, the corporation will not recognize the resignation of any registered agent appointed by it, or the discontinuance of any registered office, unless it receives a copy of such agent's resignation, or discontinuance of the registered office, as sent to the Office of the Secretary of State, such copy to be delivered or sent to the corporation registered or certified mail, addressed to the Principal Office of the corporation and directed to the attention of the secretary of the corporation. A copy of such notice shall be delivered or mailed no later than the date of filing of the statement with the Office of the Secretary of State; and such statement of resignation, or discontinuance of the registered office, shall be effective on the earlier of the filing by the corporation of an amendment to its annual registration statement designating a new registered agent, or registered office if discontinued, or the thirty-first (31st) day after the date on which the statement is filed.

ARTICLE 3. MEMBERS

3.01 Qualification. Membership in the corporation shall be open to any individual consumer who is a United States citizen or has a lawful permanent residence in the United States ("Green Card"), is at least eighteen (18) years of age and has a valid Social Security Number. A member must also meet the qualifications of any class of membership. Members shall further have a shared or common interest in having a need for the education, benefits, products and/or services offered by the corporation and must subscribe to the purposes, principles and objectives of the corporation. A spouse and/or dependents of an active member may also be eligible for optional family membership benefits through the active member. The definition of "dependents" shall be set forth in the terms and conditions of the membership application or as determined by applicable state law.

3.02 Application and Admission. Application for membership shall be made in writing, by electronic message confirmation or by telephonic recording and shall contain such information as the corporation may require. Each application shall be accompanied by an application or activation fee and monthly dues in amounts to be determined by the board of directors. A refund policy shall also be determined by the board of directors in accordance with these bylaws and any applicable law.

3.03 Classes of Members. The corporation shall have the following class or classes of members, to-wit: (1) Individual Members; (2) Individual Self-Employed Independent Contractors; and (3) Sponsoring Members (to identify a specific group only). The designation of a class of members and the qualifications and rights of the members of each class may be changed at any time by the board of directors by amending the bylaws or as otherwise required by law. Divisions within each class of members may be created or changed at any time by resolution of the board of directors or as otherwise required by law.

3.04 Active Member. Any member who is not in default in the payment of dues for a period of one (1) month or more from the beginning of the period for which such dues become payable shall be an active member and shall be entitled to all of the rights, privileges and benefits provided to such members as so determined by the board of directors.

3.05 Certificates or Cards Evidencing Membership. The board of directors by duly adopted resolution may, but is not required, to provide for the issuance of certificates or cards evidencing membership in the corporation. Such certificates or cards may be signed by the president, vice-president or executive director and by the secretary or an assistant secretary. The name and address of each member and the date of issuance of the certificate or card shall be entered in the records of the corporation. If any certificate or card shall become lost, mutilated or destroyed, a new certificate or card may be issued upon such terms, provisions and conditions as the board of directors may determine.

3.06 Voting Rights. Each member of each class shall have voting rights and shall be entitled to one vote unless limited by the board of directors in accordance with the provisions of these bylaws.

3.07 Termination of Membership. Membership in the corporation terminates upon the death of a member. A member shall also be automatically ineligible for membership and loses all privileges, rights and benefits of the corporation when the member of any class shall be in default in the payment of dues for a period of one month from the beginning of the period from which such dues became payable, unless the board of directors, in its discretion, extends the time for payment of dues. Termination for the failure to pay dues shall be effective retroactively to the date such dues were payable and no further notice of such termination shall be required, although it may be given. Furthermore, the board of directors may expel or suspend a member pursuant to a procedure, duly adopted by the board of directors, that is fair and reasonable and carried out in good faith. The expulsion or suspension of a member, or termination of a membership, does not relieve the member from obligations the member may have to the corporation for dues, fees or charges for goods or services.

3.08 Resignation. Any member personally or through his duly authorized attorney-in-fact may resign by filing a written resignation with the secretary of the corporation but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the corporation.

3.09 Reinstatement. Upon written request signed by a former member and filed with the corporation, the board of directors may reinstate such former member to membership in the corporation upon such terms as the board of directors may deem appropriate.

3.10 Transfer of Membership. Membership in the corporation is not transferable or assignable.

3.11 Dues. The board of directors shall from time to time determine the application or activation fees and the amount of dues payable to the corporation by its members, classes of members or divisions of members. The board of directors may waive any application or activation fees or dues for members.

3.12 Payment of Dues. Dues shall be payable monthly or annually, in advance, or in such other manner as the board of directors may so determine. The Association reserves the right to change the membership dues or fees after thirty (30) days notice in writing or by email to the Member. A person may only enroll in one membership in the Association.

3.13 Liability of Members. The members shall not have ownership rights in the corporation and shall not be personally liable for the debts, liabilities or obligations of the corporation.

ARTICLE 4. MEETINGS OF MEMBERS

4.01 Place of Meetings. Meetings of members shall be held at the time and place, within or outside of the State of Texas, stated in the notice of the meeting or in a waiver of notice.

4.02 Annual Meeting. An annual meeting of the members shall be held each year on a day and hour to be selected by the Board of Directors for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the board of directors fails to call the annual meeting at the designated time, a member of the corporation may demand that the meeting be held within a reasonable time. The demand must be made in writing and sent to an officer of the corporation by registered mail. If the annual meeting is not called before the 61st day after the date of demand, a member may compel the holding of such annual meeting by legal action directed against the board of directors, and each of the extraordinary writs of common law and of courts of equity are available to the member to compel the holding of the meeting. Failure to hold an annual meeting at the designated time does not result in the winding up and termination of the corporation.

4.03 Special Meetings. Special meetings of the members of the corporation may be called by the president, the secretary, the board of directors or by members having not less than one-tenth (1/10) of the votes entitled to be cast at such meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice of the meeting.

4.04 Notice of Meetings. Notice of an annual meeting is not required. The corporation may, however, provide written notice of the place, date, and time of a meeting of members of the corporation and, if the meeting is a special meeting, the purpose or purposes for which the meeting is called. The notice shall be delivered to each member entitled to vote at the meeting not later than the 10th day and not earlier than the 60th day before the date of the meeting. Notice may be delivered personally, by mail, or by facsimile or electronic message. "Mailed" is considered to be delivered on the date notice is deposited in the United States mail with postage paid in an envelope addressed to the person at the person's address as it appears on the membership records. "Transmitted by facsimile or electronic message" is considered to be delivered when the facsimile or electronic message is successfully transmitted. If there are more than 1,000 members at the time a meeting is scheduled or called, notice may be given by publication in any newspaper of general circulation in the community in which the principal office of the corporation is located or may be posted on the corporation's general website.

4.05 Quorum. The members of the corporation holding one tenth (1/10) of the votes entitled to be cast, in person or by proxy, constitute a quorum. The vote of the majority of the votes entitled to be cast by the members present, or represented by proxy, at a meeting at which a quorum is present, shall be the act of the members, unless the vote of a greater number is required by law, the articles or the bylaws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the original meeting. The members present at a duly constituted meeting may continue to transact business until adjournment, despite the withdrawal of

enough members to leave less than a quorum.

4.06 Voting Of Members. Each member, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of members, except to the extent that the voting rights of members of any class or classes are limited, enlarged or denied by the articles or the bylaws.

4.07 Proxies by Members. A member may vote in person or by proxy executed in writing by the member or the member's attorney-in-fact. A member can revoke his proxy in writing at anytime by sending notice of such revocation to the corporation. Any person who becomes a member shall execute an appropriate written proxy if such person desires to have any director or officer of the corporation receive notice of and vote and act on said member's behalf in regard to any such meetings of the members. A proxy is not effective for voting purposes unless the original of the proxy is filed with the secretary of the corporation at least ten (10) days before the meeting at which it is to be used.

4.08 Meetings by Communications Equipment. Members may participate in and hold a meeting by means of telephone conference or similar communications equipment in which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

4.09 Action by Unanimous Written Consent. Any action required to be or which may be taken at a meeting of the members of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the members entitled to vote with respect to the subject matter thereof, and then delivered to the Secretary of the corporation for inclusion in the corporate record book. Such consent shall have the same force and effect as a unanimous vote of members at a meeting, and may be stated as such in any documents filed with the Secretary of State.

ARTICLE 5. DIRECTORS

5.01 Management by Board of Directors. The business and affairs of the corporation shall be managed by the Board of Directors who may exercise all such powers of the corporation and do all such lawful acts as are not directed or required to be exercised by the members.

5.02 Number, Term; Election. The Board of Directors may not have fewer than three (3) or more than nine (9) directors, and shall consist of the number set by majority vote of the Board of Directors, which may be changed from time to time by resolution of the board of directors. Each director shall hold office for a term of twelve (12) months and shall be eligible for re-election. Directors shall be elected by plurality vote. Each director elected shall hold office for the term for which elected until his or her successor shall be elected and shall qualify, or until his or her earlier death, resignation or removal.

5.03 Qualifications of Directors. The qualification for becoming and remaining a Director of the corporation are as follows:

- (a) directors must be residents of any state in the United States or the District of Columbia;
- (b) notwithstanding the provisions of Section 3.01, any person serving as a director

of the corporation shall automatically be enrolled as an active member of the corporation;

(c) proposed directors must be nominated by existing directors; and

(d) directors must attend at least seventy-five (75%) percent of the annual and special meetings of the board of directors.

5.04 Change in Number. The number of directors may be increased or decreased from time to time by vote of a majority of the Board of Directors, but no decrease shall have the effect of shortening the term of any incumbent Director. Any directorship required to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting or at a special meeting of members called for that purpose.

5.05 Removal; Resignation. Any director may be removed either for or without cause at any special or annual meeting of members, by the affirmative vote of a majority in number of members present, in person or by proxy, at such meeting and entitled to vote for the election of such director if notice of intention to act upon such matter shall have been given in the notice calling such meeting. Any director may resign by giving written notice to the president or secretary. The resignation shall take effect at the time specified in the notice, or immediately if no time is specified. The acceptance of such resignation shall not be necessary to make it effective.

5.06 Vacancies. Any vacancies occurring in the Board of Directors for any reason may be filled by the affirmative vote of a majority of the remaining directors then in office though less than a quorum. Any director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. If there are no directors in office, then an election of directors may be held in the manner provided by law.

5.07. First Meetings. The first meeting of a newly elected Board shall be held without further notice immediately following the annual meeting of members, and at the same place, unless the time or place is changed by unanimous consent of the Directors then elected and serving.

5.08. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.

5.09 Special Meetings. Special meetings of the Board of Directors may be called by the President on three days' notice to each Director. Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of two directors. The purpose of any special meeting of the board of directors shall be specified in the notice of such meeting.

5.10 Quorum; Majority Vote. At meetings of the board of directors a majority of the number of directors shall constitute a quorum for the transaction of business; provided, however, that a quorum shall not consist of less than fifty-one percent (51%) of the entire board of directors. The act of a majority of the directors present at a meeting at which a quorum is present will be the act of the board of directors unless a greater number is required by law, the articles or the bylaws. If a quorum is not present at a meeting of the board of directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. The board of directors shall keep minutes of its proceedings which shall be placed in the minute book of the corporation.

5.11 Action by Unanimous Written Consent. Any action required to be or which may be taken at a meeting of the board of directors or any other committee of the board of directors of the

corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the directors, or any other committee of the board of directors as the case may be, and then delivered to the Secretary of the corporation for inclusion in the corporate record book. Such consent shall have the same force and effect as a unanimous vote of members at a meeting, and may be stated as such in any documents filed with the Secretary of State.

5.12 Participation in Meetings by Use of Communications Equipment. Any Director may participate in and hold a meeting of the directors by means of a conference telephone, or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

5.13 Compensation. By resolution of the board of directors, the directors may be paid their reasonable expenses (i.e. travel, meals, lodging and entertainment), if any, and may be paid a fixed sum for attendance at each meeting of the board of directors, or receive a stated fee as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefore. Members of the executive committee or of special or standing committees may, by resolution of the board of directors, be allowed like compensation for attending committee meetings.

5.14 Minutes. The board of directors shall keep regular minutes of its proceedings. The minutes shall be placed in the Corporate Record Book of the corporation.

5.15 Conflicts of Interest. Any contract or other transaction between the Corporation and one or more of its directors, or between the Corporation and any firm in which one or more of its Directors are members or employees, or in which they are interested, or between the Corporation and any corporation or association of which one or more of its Directors are shareholders, members, directors, officers or employees, or in which they are interested, shall be valid for all purposes, notwithstanding the presence of such Director or Director at the meeting of the Board of Directors of the Corporation which acts upon or in reference to such contract or transaction, and notwithstanding his or their participation in such action, if the fact of such interest shall be disclosed or known to the Board of Directors, and the Board of Directors shall, nevertheless, authorize, approve and/or ratify such contract or transaction by a vote of the majority of the Directors present, such interested Director or Directors to be counted in determining whether a quorum is present, but not to be counted in calculating a majority of such quorum necessary to carry such a vote.

5.16 Limitation of Liability of Directors. To the fullest extent permitted by Texas law no governing person (director or officer) of the Corporation shall be liable to the Corporation or its members for monetary damages for an act or omission in such capacity except for liability arising out of (i) any breach of such person's duty of loyalty, if any, to the corporation or its members; (ii) acts by or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of the law; (iii) a transaction from which such person received an improper benefit, whether or not the benefit resulted from an action taken within the scope of such person's office or position; or (iv) an act by or omission of such person for which the liability is expressly provided for by statute. The foregoing elimination of the liability to the Corporation or its members for monetary damages should not be deemed exclusive of any other rights or limitations of liability or indemnity to which a person may be entitled under any other provision of the Certificate of Formation and Bylaws of the Corporation, contract or agreement, vote of members and/or disinterested directors, or otherwise.

ARTICLE 6. OFFICERS

6.01 Officers. The officers of the corporation shall be a president and a secretary and may include an executive vice-president as well as one or more vice-presidents (the number to be determined by the board of directors), a treasurer, or combination thereof, and such other officers, including an executive director, as may be elected in accordance with the provisions of this article. The board of directors may elect or appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform such duties in the management of the corporation as prescribed from time to time by the board of directors or as may be provided in these bylaws. Any two or more offices may be held by the same person, except for the offices of president and secretary.

6.02 Officers to be Active Members. Notwithstanding the provisions of Section 3.01, any person serving as an officer of the corporation shall automatically be enrolled as an active member of the corporation.

6.03 Election and Term of Office. The officers of the corporation shall be elected by the board of directors at the annual meeting of the board of directors for a term of twelve (12) months. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified.

6.04 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors at any meeting for the unexpired portion of the term. New offices may also be created and filled by the board of directors at any such meeting. An assistant or assistants to the elected officers may be made available as necessary upon authorization by the board of directors.

6.05 President. The president will be the chief executive officer of the corporation and shall, subject to the control of the board of directors, supervise and control the business affairs of the corporation. The president will perform all duties incident to such office and such other duties as may be provided in these bylaws or as may be prescribed from time to time by the board of directors. The board of directors shall delegate to the president the necessary authority and responsibility for the administration of the affairs of the corporation subject only to such bylaws as may be adopted and such orders as may be issued by the board of directors relating to the operation of the corporation and long range planning. The president shall be an ex-officio member of each directorial committee of the board of directors without a vote except the executive committee on which he shall serve with a vote, or, except as otherwise provided for in these bylaws or through a resolution of the board of directors. The president shall present a report at each annual meeting of the board of directors covering the operations of the corporation during the preceding fiscal year.

6.06 Executive Vice-President. In the absence of the president, or in the event of his inability or refusal to act, the executive vice president, if one has been appointed, shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The executive vice president shall be the chief administrative and operating officer. He shall serve as secretary to the board of directors and cause to be prepared notices and minutes of meetings of the board. The executive vice president shall be a member of the board of directors and all committees. With the assistance of committee chairmen, he shall be responsible for the administration of

all activities in accordance with the policies and regulations of the board of directors. The executive vice president shall be responsible for hiring, discharging, directing and supervising all employees.

6.07 Vice-President. In the absence of the president and executive vice president or in the event of their inability or refusal to act, the vice presidents, if any, in the order of their seniority, unless otherwise determined by the board of directors, shall, perform the duties of the president, and when so acting, shall have all the power of and be subject to all the restrictions upon the president. A vice president shall perform such other duties as from time to time may be assigned to him by the president or by the board of directors.

6.08 Treasurer. The treasurer or assistant treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation, receive and give receipts for monies received by the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected by the board of directors. The treasurer or assistant treasurer shall prepare and present quarterly a detailed financial statement of the financial affairs of the corporation. All of the duties, responsibilities and obligations of the treasurer or assistant treasurer may be assigned to a qualified third person or entity by written agreement; however, under such circumstances, the treasurer or assistant treasurer shall retain ultimate responsibility for such functions.

6.09 Secretary. The secretary or assistant secretary of the corporation shall keep the minutes of the meetings of the members, the board of directors and any committees in one or more books provided for that purpose, oversee that all notices are duly given in accordance with the provisions of these by-laws or as required by law, be custodian of the corporate records of the corporation, oversee that the seal of the corporation, if required, is affixed to all documents of the corporation, keep a register of the mailing address of each member which shall be furnished to the secretary or assistant secretary by such member, and in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to the secretary or assistant secretary by the president or by the board of directors.

6.10 Executive Director. An executive director of the corporation may be appointed at such time as the board of directors so designates. The executive director of the corporation may be the chief administrative and operating officer of the corporation and shall be selected by and report to the board of directors, which shall determine the term of his appointment as well as his duties and functions. The executive director of the corporation shall carry out the purposes of the corporation within the framework of the Articles of Incorporation, these by-laws, corporate policies and procedures, and the general and specific assignments given to him by the board of directors. The functions of the executive director shall include, but not be limited to, the following:

- a. selection, employment, and supervision of any employees of the corporation as authorized by the president and the board of directors. All staff employed by the corporation must meet required personnel standards as set forth in the personnel policies of the corporation;
- b. coordination and implementation of planning activities according to an approved work program;
- c. attendance at all meetings of the board of directors and the Executive Committee, except as otherwise determined by the President;

d. representing the board of directors in dealing with the public and with all governmental agencies, if required; and

e. such other duties and responsibilities as may from time to time be delegated to him by the president or the board of directors.

6.11 Removal of Officers. Any officer elected or appointed to office may be removed by those persons authorized under these bylaws to elect or appoint such officers whenever in their judgment the best interests of this corporation would be served. Such removal will be without prejudice to the contractual rights, if any, of the officer so removed. Any election or appointment of an officer shall not of itself create contract rights.

6.12 Resignation of Officer. Any officer may resign by giving written notice to the president or the board of directors. The resignation shall take effect at the time specified therein. The acceptance of such resignation shall not be necessary to make it effective.

6.13 Compensation. The compensation of officers of the corporation, if any, shall be determined from time to time by the board of directors.

ARTICLE 7. COMMITTEES

7.01 Establishment of Committees. The board of directors, by resolution duly adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the board of directors in the management of the corporation. The designation of such committees and the delegation of authority thereto shall not operate to relieve the board of directors, or any individual director, of any responsibility imposed on it or him by law.

7.02 Executive Committee. The board of directors may designate and appoint an executive committee which shall consist of no less than three (3) members of the board of directors and who each shall serve in such capacity for one (1) year, unless the board shall determine otherwise. The executive committee shall have the authority, those, duties, and exercise those powers as such are determined from time to time by the board by resolution duly adopted and not inconsistent with these bylaws. The executive committee shall have the authority of the board between its meetings, except for that business of the corporation as can only be addressed by a majority of the board of directors at a meeting of said board. A majority of all the members of the executive committee may determine its action and fix the time and place of its meetings, unless the board shall otherwise provide. The board shall have the power at any time to change the number, powers, and members of the executive committee, to fill vacancies, and to discharge any such member of the executive committee.

7.03 Benefits Review Committee. The board of directors, by resolution duly adopted by a majority of the directors in office, may also designate a benefits review committee consisting of the president of the corporation and at least two (2) other persons who are selected by the board of directors. The benefits review committee shall have the responsibility for locating and reviewing potential benefit programs for the different classes of members of the corporation, and recommending such programs to the board of directors for its review, approval and adoption, if it believes it to be in the best interests of the members of the corporation to do so. A majority of all the members of the benefits review committee may determine its action and fix the time and place of its meetings, unless the board of directors shall

otherwise provide. The board of directors shall have the power at any time to change the number, powers, and members of the benefits review committee, to fill vacancies, and to discharge any such member of the benefits review committee.

7.04 Other Committees. Other committees not having and exercising the authority of the board of directors in the management of the corporation may be designated and appointed by a resolution duly adopted by the board of directors or by the president if authorized by a resolution duly adopted by the board of directors. Except as otherwise provided in such resolution, members of each such committee shall be members of the corporation, and the president of the corporation shall appoint the members thereof. Any member may be removed by the person or persons authorized to appoint such member whenever in his or their judgment the best interests of the corporation will be served by such removal. At least one member of each committee shall be a director of the corporation. A majority of all members of such a committee may determine its action and fix the time and place of its meetings, unless the board of directors shall otherwise provide. The board of directors shall have the power at any time to change the number, powers and members of such a committee, to fill vacancies and to discharge any member of such a committee.

7.05 Term of Office. Each member of a committee shall continue as such until the next annual meeting of the board of directors, unless the committee shall be sooner terminated, or unless such member is removed from such committee or resigns. A member of any committee shall be eligible for re-appointment.

7.06 Chairman. One member of each committee shall be designated the chairman of such committee by the board of directors unless otherwise set forth in these bylaws.

7.07 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of original appointments.

7.08 Quorum. Unless provided in the resolution duly adopted by the board of directors designating a committee, a majority of the entire committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

ARTICLE 8. CONTRACTS, CHECKS, DEPOSITS AND FUNDS

8.01 Contracts. The board of directors may authorize the officers or agents of the corporation to enter into contracts or to execute and deliver documents in the name of and on behalf of the corporation. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the board of directors to be appropriate, including the contracting with a third party for any or all management, operational, administrative, marketing, providing of member benefits and other services and functions necessary for the corporation to achieve its purpose.

8.02 Checks, Drafts and Other Orders for Payment. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents, of the corporation, and in such manner as shall from time to time be determined by duly adopted resolution of the board of directors. However, such responsibility may be assigned to a qualified third person or entity by written agreement.

8.03 Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the board of directors may select.

8.04 Gifts. The board of directors may accept on behalf of the corporation any contributions, gifts, bequests, or devise for the general purpose or for any special purpose of the corporation.

8.05 Loans. The corporation may, upon authorization of the board of directors, from time to time accept or negotiate loans of financial assistance to be repaid at such time as the corporation is reasonably able to repay.

ARTICLE 9. INDEMNIFICATION OF DIRECTORS AND OFFICERS

9.01 Indemnification of Directors and Officers. Except as otherwise expressly provided by law or these bylaws, each director or officer, whether or not then in office, shall be indemnified by the Corporation against all expenses reasonably incurred by or imposed upon him in connection with or arising out of any proceeding in which he may be involved by reason of his being or having been a director or officer of the Corporation. The foregoing right of indemnification shall not be exclusive of other rights to which any director or officer may be entitled as a matter of law.

9.02 Power to Indemnify. The power to indemnify applies only if it is determined that the director or officer (a) acted in good faith, (b) reasonably believed that his conduct in his official capacity was in the corporation's best interests, and in all other cases, that his conduct was at least not opposed to the corporation's best interests, and (c) in the case of any criminal proceedings, did not have a reasonable cause to believe his conduct was unlawful.

9.03 Limitations. If the director or officer is found liable to the corporation or is found liable because he improperly received a personal benefit, the indemnification in Section 9.01 (a) is limited to reasonable expenses (which shall not include a judgment, a penalty, a fine or tax) actually incurred by the person in connection with the proceeding and (b) may not be made in relation to a proceeding in which the person has been found liable for (i) willful or intentional misconduct in the performance of his duty to the corporation, (ii) breach of his duty of loyalty owed to the corporation or (iii) an act or omission not committed in good faith that constitutes a breach of duty owed by the person to the corporation..

9.04 Proceeding. "Proceeding" means a threatened, pending or completed action or other proceeding, whether civil, criminal, administrative, arbitrative or investigative, an appeal of such an action or proceeding and an inquiry or investigation that could lead to such an action or proceeding.

9.05 Expenses. "Expenses" includes court costs, a judgment (including an arbitration award), a penalty, a settlement, a fine, and an excise or similar tax, including an excise tax assessed against the person with respect to an employee benefit plan and reasonable attorneys' fees that are reasonable and actually incurred by the person in connection with a proceeding.

9.06 Determination of Indemnification. A determination of indemnification under Section 9.01 (unless ordered by a court of competent jurisdiction) must be made:

1. by a majority vote of a quorum consisting of directors who at the time of the vote are not named defendants or respondents in the proceeding;

2. If such a quorum cannot be obtained, by a majority vote of a committee of the board of directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceeding;

3. by special legal counsel selected by the board of directors or a committee of the board by vote as set forth in subsection 1 or 2 of this section; or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors; or

4. by the members in a vote that excludes the vote of directors who are named defendants or respondents in the proceeding.

9.07 Mandatory Indemnification. The corporation shall indemnify a director or officer against reasonable expenses actually incurred by him in connection with a proceeding in which he is a named defendant or respondent because he is or was a director or officer if he has been wholly successful, on the merits or otherwise, in the defense of the proceeding.

9.08 Advancement of Reasonable Expenses. Reasonable expenses incurred by a director or officer who was, is, or is threatened to be made a named defendant or respondent in a proceeding shall be paid or reimbursed by the corporation, in advance of the final disposition of the proceeding and without the determination specified in Section 9.06, after the corporation receives a written affirmation by the director or officer of his good faith that he has met the standard of conduct necessary for indemnification under this article and a written undertaking by or on behalf of the director or officer to repay the amount paid or reimbursed if it is ultimately determined that he has not met that standard or if it is ultimately determined that indemnification of the director or officer against expenses incurred by him in connection with that proceeding is prohibited under this article. The written undertaking must be an unlimited general obligation of the director or officer but need not be secured. It may be accepted without reference to financial ability to make repayment.

9.09 Payment as Witness. The corporation shall pay or reimburse expenses incurred by a director, officer or employee in connection with his appearance as a witness or other participation in a proceeding by or against the corporation at a time when he is not a named defendant or respondent in the proceeding.

9.10 Insurance. The corporation may purchase and maintain insurance or enter into any other arrangement on behalf of any person who is or was a director, officer, employee or agent of the corporation or who is or was serving at the request of the corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, employee benefit plan, other enterprise, or other entity, against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person, whether or not the corporation would have the power to indemnify him against that liability under this article. Without limiting the power of the corporation to procure or maintain any kind of other arrangement, the corporation may, for the benefit of persons indemnified by the corporation, (a) create a trust fund; (b) establish any form of self-insurance; (c) secure its indemnity obligation by grant of a security interest or other lien on the assets of the corporation; or (d) establish a letter of credit, guaranty, or surety arrangement.

9.11 Exclusions. No indemnification by the corporation shall apply to (a) any claim arising out of bodily injury to, or sickness, disease or death of any person, or damage to or destruction of any property including the loss of use thereof, (b) any claim arising out of breach of fiduciary duty or obligation in connection with any employee welfare benefit plan or retirement plan, (c) any cross-claim or counterclaim brought by one director and/or officer against another director and/or officer, (d) any claim arising out of failure to effect or maintain any insurance or bond, (e) any claim arising out of acts of a knowingly discriminatory nature, (f) any claim arising out of a violation of the responsibilities, obligations or duties imposed by Internal Revenue Code of 1986, as amended, or similar statutory law of any state or other jurisdiction therein, or (h) any act committed by a director or officer prior to taking office.

9.12 Notice. A director or officer shall, as a condition precedent to indemnification hereunder, give written notice to the corporation as soon as practicable of any claim made against him. The director or officer shall promptly forward to the corporation any demand, notice or summons received by the director or officer. Notice given by or on behalf of the director or officer to any authorized representative of the corporation, with particulars sufficient to identify the director or officer, shall be deemed notice to the corporation.

9.13 Jurisdiction. The indemnification hereunder only applies to acts committed by and suits brought against a director or officer in the United States of America, its territories or possessions or Canada.

9.14 Cooperation. The director or officer shall cooperate with the corporation and, upon the corporation's request, assist in making settlements and in the conduct of suits, including arbitration proceedings. The director or officer shall attend hearings, trials and depositions and shall assist in securing and giving evidence and obtain the attendance of witnesses. The director or officer shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses in any such proceedings.

9.15 Liability. No action shall lie against the corporation unless, as a condition precedent thereto, the director or officer shall have fully complied with all the terms, provisions and conditions of this entire article nor until the amount of the obligation to pay shall have been finally determined either by judgment against the director or officer after actual trial, arbitration determination, or by written agreement of the director or officer and the claimant subject to the prior written consent of the corporation. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover against the corporation. No person or organization shall have the right to join the corporation as a party to any action against the director or officer to determine the director's or officer's liability, nor shall the corporation be interpleaded by the director or officer or their legal representative.

9.16 Subrogation. In the event of any payment under this article, the corporation shall be subrogated to all the director's or officer's rights of recovery therefore against any person or organization, and the director or officer shall execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. Any amount recovered in excess of the corporation's total payment shall be restored to the director or officer, less the cost to the corporation of recovery. This indemnification as proved shall apply only as excess over any valid and collectible insurance the director or officer may have.

9.17 Effect of Amendment. No amendment, modification or repeal of the articles on indemnification and insurance hereof shall in any manner terminate, reduce or impair the right of any past, present or future director or officer of the corporation, nor the obligation of the corporation to indemnify such directors, under and in accordance with the provisions of these articles as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

9.18 Surety Bond. Such officers and agents of the corporation as the president, board of directors or the executive committee may designate from time to time, may be bonded for the faithful performance of their duties to the corporation and for the restoration to the corporation, in case of their death, resignation, retirement, disqualification or removal from office, of all books, papers, vouchers, money and other property of whatever kind in their possession or under their control belonging to the corporation, in such amounts and by such surety companies as the president, board of directors or the executive committee may determine. The premiums on such surety bonds shall be paid by the corporation and the bonds so furnished shall be in the custody of the secretary of the corporation.

ARTICLE 10. PROHIBITED ACTS

10.01 Dividends Prohibited. A dividend may not be paid to, and no part of the income of the corporation may be distributed to, the corporation's members, directors or officers.

10.02 Authorized Benefits and Distributions. The corporation may pay compensation in a reasonable amount to the members, directors or officers for services rendered and may confer benefits on its members in conformity with the corporation's purposes.

10.03 Loans To Directors Prohibited. No loans shall be made by the corporation to its directors.

ARTICLE 11. DISSOLUTION AND DISTRIBUTION OF ASSETS

11.01 Voluntary Dissolution. The corporation may dissolve and commence to wind up its affairs. The board of directors shall adopt a resolution recommending that the corporation be dissolved and directing that the question of such dissolution be submitted to a vote at an annual or special meeting of members having voting rights. A resolution to dissolve the corporation shall be adopted upon receiving at least two-thirds (2/3) of the votes which members present at such meeting in person or by proxy are entitled to cast. Upon the adoption of such resolution by the members, the corporation shall cease to conduct its affairs except in so far as may be necessary for the winding up thereof, shall immediately cause a notice of the proposed dissolution to be mailed to each known creditor of and claimant against the corporation and shall proceed to collect its assets and apply and distribute them as provided in these bylaws or as allowed by law.

11.02 Application and Distribution of Assets. If in the process of dissolution, all valid and legally enforceable liabilities and obligations of the corporation shall be paid, satisfied and discharged. In case the property and assets are not sufficient to satisfy or discharge all of the corporation's valid and legally enforceable liabilities and obligations, the corporation shall apply them so far as they will go to the just and equitable payment of the liabilities and obligations. Assets held by the corporation upon

condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements. The remaining assets of the corporation shall be distributed only for tax exempt purposes to one or more organizations which are exempt under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding section of any future federal tax code, or which are described in Section 170(c)(1) or (2), Internal Revenue Code, under a plan of distribution adopted pursuant to applicable law. Any remaining assets not distributed under the plan of distribution shall be disposed of by a district court of the county in which corporation's principal office is located exclusively to one or more exempt organizations described above. Any distribution by the court shall be made in such manner as, in the judgment of the court, will best accomplish the general purposes for which the corporation was organized.

ARTICLE 12. GENERAL PROVISIONS

12.01 Fiscal Year. The fiscal year of the corporation shall begin the first day of January and end on the last day of December in each year.

12.02 Seal. The corporate seal shall be in such form as may be prescribed by the board of directors. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

12.03 Books and Records. The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, board of directors and committees having any authority of the board of directors and shall keep at its principal office a record of the names and addresses of its members entitled to vote. A member of the corporation, on written demand stating the purpose of the demand, has the right to examine and copy, in person or by agent, accountant or attorney, at any reasonable time during normal business hours, for any proper purpose, the books and records of the corporation relevant to that purpose, at the expense of the member. However, since membership information of the corporation is a valuable and proprietary asset of the corporation, such information may not be given or sold to, or be copied by, any member or his agent or attorney. The corporation may be audited annually by certified public accountants selected by the board of directors.

12.04 Amendment of Articles of Incorporation. A proposed amendment to the articles of incorporation of the corporation shall be adopted at a special or annual meeting of members called for such purpose, upon receiving at least two-thirds (2/3) of the votes which members present at such meeting in person or by proxy are entitled to cast at which a quorum is present.

12.05 Amendment of Bylaws. The bylaws may be altered, amended or repealed or new bylaws may be adopted upon receiving a vote of a majority of the board of directors present in person or by proxy at a special or annual meeting at which a quorum is present.

12.06 Waiver of Notice. Notice of a meeting is not required to be given to a member, director or member of a committee if the person entitled to notice signs a written waiver of notice of the meeting, regardless of whether the waiver is signed before or after the time of the meeting. Attendance at a meeting constitutes a waiver of notice of such meeting, unless the person participates in or attends the meeting solely to object to the transaction of business at the meeting on the ground that the meeting was not lawfully called or convened.

12.07 Governing Law. These bylaws shall be construed under and in accordance with the laws of the State of Texas.

12.08 Construction. The gender of all words used in these bylaws includes the masculine, feminine, and neuter. Headings of all articles and sections are for reference purposes only and shall not constitute substantive matter to be considered in construing the terms of these bylaws.

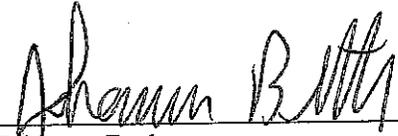
12.09 Counterparts. These bylaws may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

12.10 Procedures. Parliamentary procedures for all meetings shall be conducted in accordance with the latest revised edition of Robert's Rules of Order, unless otherwise inconsistent with these bylaws or by resolution of the board of directors.

CERTIFICATE OF SECRETARY

The undersigned, being the duly elected Secretary of the Corporation, hereby certifies that the foregoing Bylaws were duly adopted, approved, authorized and ratified by the unanimous written consent of the Board of Directors of the Corporation and the same do now constitute the Bylaws of the Corporation.

Dated and Effective this 16 day of April, 2008.



Johanna Butler
Title: Secretary

#3

FILED
In the Office of the
Secretary of State of Texas

AUG 24 1990

Corporations Section

ARTICLES OF INCORPORATION
OF
CBSAA, INC.
(A Non-Profit Corporation)

ARTICLE ONE

The name of the Corporation is CBSAA, INC..

ARTICLE TWO

The corporation is a non-profit corporation.

ARTICLE THREE

The period of its duration is perpetual.

ARTICLE FOUR

Said corporation is organized exclusively for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, including but not limited to, studying means and methods of providing consumers of America with benefits and services in the most cost efficient manner and to implement such studies.

ARTICLE FIVE

The street address of its initial Registered Office, and the name of its initial Registered Agent at this address is as follows:

Jeff Pruett
3401 Leigh
Plano, Texas 75023

ARTICLE SIX

The number of initial Directors is three (3). The names and addresses of the initial Directors are:

Nathan K. Foreman
103 Ravenna #103
Long Beach, California 90803

Chester Brown
6942 NW Prairie View Road
Kansas City, Missouri 64151

Steve Mills
2519 Cantabury Court
Carrollton, Texas 75006

ARTICLE SEVEN

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in ARTICLE FOUR hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

ARTICLE EIGHT

Notwithstanding any other provision of these Articles the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue Law).

ARTICLE NINE

Upon the Dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or corresponding provisions of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine which are organized and operated exclusively for such purposes.

ARTICLE TEN

The name and address of the Incorporator is:

Marilyn S. Hershman
408 W. 17th Street, Suite 101
Austin, Texas 78701-1207
(512) 474-2002

IN WITNESS WHEREOF: I have hereunto set my hand this

24th day of August, 1990.


Marilyn S. Hershman, Incorporator

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697



Phil Wilson
Secretary of State

Office of the Secretary of State

**CERTIFICATE OF AMENDMENT
OF**

L.I.F.E. Association, Inc.
116400501

[formerly: CBSAA, INC.]

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Amendment for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Amendment.

Dated: 08/20/2007
Effective: 08/20/2007



A handwritten signature in black ink that reads "Phil Wilson".

Phil Wilson
Secretary of State

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
CBSAA, INC.

FILED
In the Office of the
Secretary of State of Texas
AUG 20 2007
Corporations Section

Secretary of State File No. 0116400501

The undersigned, a duly appointed officer of the corporation, submits the following Articles of Amendment to the corporation's original Articles of Incorporation or any amendments made from time to time.

FIRST: The current name of the corporation is: CBSAA, Inc.

SECOND: The following amendment of the Articles of Incorporation was adopted by the corporation:

1. ARTICLE ONE is amended to read as follows:

ARTICLE ONE.
NAME OF CORPORATION

The name of the corporation is: L.I.F.E. Association, Inc.

2. ARTICLE FOUR is amended to read as follows:

THIRD: The board of directors unanimously adopted a resolution setting forth the proposed amendment and directed that it be submitted to a vote at a meeting of members having voting rights. On August 1, 2007 a special meeting of members having voting rights was held for the purpose of adopting the proposed amendment. A quorum was present at such meeting and the amendment was adopted upon receiving at least two-thirds (2/3) of the votes which members present at such meeting in person were entitled to cast.

CBSAA, INC.

By:

Name:

Jan Morris

Title:

President

AMENDED AND RESTATED BYLAWS

OF

NATIONAL BUSINESS ASSOCIATION

ARTICLE I

OFFICES

1.01 **Registered Office and Agent.** The registered office of National Business Association ("the association") shall be at Monroe House, 237 East High Street, Jefferson, Missouri. The name of the registered agent at that address is Nicholas Monaco.

1.02 **Principal Place of Business.** The principal place of business of the association shall be in the State of Texas, unless and until decided otherwise by the Board of Directors, and shall be located at 5151 Beltline Road, Suite 1150, Dallas, Texas 75240.

1.03 **Other Offices.** The National Business Association may also have offices at other places in or out of the state of incorporation, as the Board of Directors may determine, from time to time, or as the business of the association may require.

ARTICLE II

MEMBERS

2.01 **Classes of Members.** Members may be divided into one or more classes as shall be determined from time to time by the Board of Directors. All Members shall be, directly or indirectly, associated or affiliated with small business enterprises, or have business relationships with small business enterprises.

2.02 **Place of Meeting.** Meetings of the members may be held at such time and place, within or without the United States, as shall be stated in the notice of the meeting, or in a duly executed waiver of notice thereof.

2.03 **Annual Meetings.** Annual Meetings of members of the association, commencing with the year of 1993, shall be held each year in the month of January, on a date to be determined each year by the Board of Directors of the association in its sole discretion, provided that the association shall give at least ten (10) days prior written notice of the meeting to the members in accordance with article 2.05 of these Bylaws. At each Annual Meeting of the members of the association, the members shall elect, by a plurality vote, a Board of Directors and transact such other business as may properly be brought before the meeting. Any member who wishes to properly bring a matter before any meeting shall, by written notice received by the association at least sixty (60) days prior to

the date for the Annual Meeting, request that the matter be brought before the Annual Meeting. Any action taken at any Annual Meeting of members with respect to a matter brought before the meeting by a member who failed to provide such written notice to the association shall be null and void.

In the Notice of Annual Meeting, the Board of Directors shall recommend a slate of Directors to fill the time of any Directors whose terms have expired. Any member, at least sixty (60) days prior to the notice date for the Annual Meeting may, by written notice to the association, request that any member of the association be nominated as a director. The Notice of Annual Meeting shall include any nomination from the membership and such nominees shall be eligible for election at the Annual Meeting.

2.04 Special Meetings. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the Chairman of the Board or the President, and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors, or, at the request in writing of members constituting at least 10% of the total membership. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at the Annual Meeting or Special Meeting of members shall be limited to the purposes stated in the notice of the meeting.

2.05 Notice. Notices of meetings shall be in writing and signed by the President, a Vice President, the Secretary, an Assistant Secretary, or by such other person or persons as the Board of Directors shall designate. Such notice shall state the place, day and hour of the meeting and, in case of a Special Meeting, the purpose or purposes for which the meeting is called. A copy of such notice shall be either delivered personally or shall be mailed, postage prepaid, to each member of record entitled to vote at such meeting not less than ten (10) days nor more than sixty (60) days before such meeting. Personal delivery of any such notice to any officer of a corporation or association, or to any member of a partnership shall constitute delivery of such notice to such association or partnership.

2.06 Quorum; Withdrawal of Quorum. Those members present in person or by proxy at an Annual or Special Meeting shall constitute a quorum.

2.07 Majority Vote. When a quorum is present or represented at any meeting, the vote of a majority of the members having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provisions of the statutes or of the Articles of Incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question.

2.08 Voting List. The officer or agent having charge of the association membership list shall make, at least ten (10) days before each meeting of members a complete list of the members entitled to vote at such meeting or any adjournment thereof arranged in alphabetical order, with the address of each. Such list, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the association and shall be subject to inspection by any member at any time during the usual business hours. Such list shall also be produced and kept open at the time and place of the meeting during the whole time of the meeting, and shall be subject to the inspection of any member who may be present. However, failure to comply with this provision will not invalidate a meeting.

2.09 Number of Votes. Each member, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of members, except to the extent that the voting rights of the shares of any class or classes are limited or denied by the Articles of Incorporation.

2.10 Proxies. At any meeting of the members, any member may be represented and vote by a proxy appointed by an instrument in writing. Such proxy shall be filed with the Secretary of the National Business Association prior to or at the time of the meeting. In the event that any such written instrument shall designate two or more persons to act as proxies, a majority of such persons present at the meeting (or, if only one shall be present, then that one) shall have and may exercise all of the powers conferred by such written instrument. No such proxy shall be valid after the expiration of eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Each proxy shall be revocable before it has been voted unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest. A revocable proxy shall be deemed to have been revoked if the Secretary of the association shall have received at the meeting, before the meeting, instructions or proxy shall have been duly executed and dated in writing by the member.

ARTICLE III

DIRECTORS

3.01 Management. The business and affairs of the association shall be managed by the Board of Directors, who may exercise such powers of the association and do all such lawful acts and things as are not directed or required to be exercised or done (by statute, Articles of Incorporation, or these Bylaws) by the association.

3.02 Number, Tenure and Election. The number of Directors shall not be less than three (3), no more than seven (7) as determined by the Directors. Each Director shall hold office for a staggered term of two (2) years or until his successor be elected and qualified and be eligible for re-election. Directors shall be appointed by a majority vote of the Board of Directors including those Directors whose terms are expiring. In addition to

the Directors appointed pursuant to these Bylaws, the Directors may appoint non-voting Advisory Directors who shall not total more than five (5) Advisory Directors at any one time and each of whom shall serve for a term of one (1) year after appointment, unless reappointed for additional terms at the end of such term and who shall have no vote.

3.03 Change in Number. The number of Directors may be increased or decreased from time to time by amendment of these Bylaws, but no decrease shall have the effect of shortening the term of any incumbent Director. Any Directorship to be filled by reason of an increase in the number of Directors shall be filled by an election at the Annual Meeting or at a Special Meeting of the association called for that purpose.

3.04 Removal. Any Director may be removed, either with or without cause, at a Special Meeting or Annual Meeting of the association, by the affirmative vote of a majority of the members present, in person or by proxy, having voting power at such meeting. Notice of intention to act upon such matter shall have been given in the notice calling such meeting or in the waiver of such notice. If the notice calling such meeting or the waiver of such notice shall so provide, the vacancy caused by such removal may be filled at such meeting by an affirmative vote of a majority of the members present, in person or by proxy, having voting power to elect a Director to fill the vacancy. Failure to elect a Director to fill the unexpired term of the Director so removed shall be deemed to create a vacancy on the Board of Directors.

3.05 Vacancies. Any vacancy occurring in the Board of Directors (by death, resignation, removal or otherwise) may be filled by the affirmative vote of a majority of the remaining Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor's office.

3.06 Place of Meetings. See Bylaws 5.03.

3.07 Annual Meetings. An Annual Meeting of the Board of Directors shall be held each year on a day to be selected by the Board of Directors. If the day selected is a legal holiday, then the meeting shall be held on the next business day following. At the meeting the Directors shall elect Directors, officers, and transact such other business as may properly be brought before the meeting. If the Annual Meeting is not held on such date the election of Directors and officers may be held at any meeting of the Directors thereafter called pursuant to these Bylaws.

3.08 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall from time to time be determined by the Board.

3.09 **Special Meetings**. Special Meetings of the Board of Directors may be called at any time by the President or by any two (2) Directors. Notice of the meeting shall be given to each Director at least two (2) days before such meeting. The purpose of such meeting need not be specified, unless otherwise required by statute, the Articles of Incorporation, or these Bylaws.

3.10 **Notice**. Written or printed notice stating the day, hour, place and purposes of the meeting shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the officer in person calling the meeting, to each Director. See also Bylaws 5.01 and 5.02.

3.11 **Majority Vote**. The vote of the holders of a majority of the Directors, present, in person or by proxy, shall decide any question brought before such meeting. If a statute, the Articles of Incorporation or these Bylaws expressly require a higher vote, the higher vote shall govern.

3.12 **Quorum**. A majority of the number of elected Directors fixed, by these Bylaws shall constitute a quorum for the transaction of business. A Director present by proxy may not be counted toward a quorum. Except as otherwise specifically provided by statute, the Articles of Incorporation, or these Bylaws, the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If a quorum is not present at a meeting of the Board of Directors, the Directors present may adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum is present.

3.13 **Compensation**. Upon resolution by the Board of Directors, the Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors. They may also be paid a fixed sum for attendance at each Directors meeting, or as stated salary as Director, upon a resolution by the Board of Directors.

3.14 **Procedure**. The Board of Directors shall keep regular minutes of its proceedings. The minutes shall be placed in the minute book of the association.

3.15 **Telephone and Similar Meetings**. See Bylaw 5.04.

3.16 **Interested Directors. Officers and Members.**

(A) **Validity Unaffected**. If paragraph 3.16(B) is satisfied, no contract, act or transaction between this association and any of its Directors and officers, or any firm, trust or association in which any of them are directly or indirectly interested, shall be affected or invalidated solely because of this relationship or because of the presence of a Director or officer at the meeting authorizing the contract or transaction, or his participation,

or both in the meeting or authorization. No duty to pay damages to the association shall be imposed upon any Director or officer of the association solely by reason of such fact, regardless of the vote, action or presence of any such Director.

(B) Disclosure: Approval: Fairness. Paragraph 3.16(A) shall only apply if:

(1) the material facts of the relationship or interest of each Director is known or disclosed.

(a) to the Board of Directors, and the Board authorizes or ratifies the contract, act or transaction by a vote of the majority of the Directors present (each interested Director shall be counted in determining whether a quorum is present, but not counted in determining the majority necessary to carry the vote); or

(2) the contract, act or transaction is fair to the association at the time it is authorized or ratified by the Board of Directors.

(C) Non-exclusive. This provision shall not be construed to invalidate a contract, act or transaction which would be valid in the absence of this provision.

ARTICLE IV

EXECUTIVE COMMITTEE

4.01 Designation. By resolution of a majority of the entire Board, the Board of Directors may designate an executive committee, whose members must be members of the association.

4.02 Number, Qualification and Term. The executive committee shall consist of one (1) or more Directors. The President shall be a member of the executive committee. The executive committee shall serve at the pleasure of the Board of Directors.

4.03 Authority. To the extent provided in a resolution adopted by a majority of the entire Board of Directors, the executive committee shall have, and may exercise, all of the authority of the Board of Directors in the management of the business and affairs of the association. The executive committee shall not have the authority to:

- (A) amend the Articles of Incorporation;
- (B) approve a plan of merger or consolidation;
- (C) recommend to the association the sale, lease or exchange of all or substantially all of the assets of the association.

- (D) recommend to the association the voluntary dissolution, or revocation of a voluntary dissolution, of the association;
- (E) amend, alter or repeal these Bylaws, or adopt new Bylaws;
- (F) fill vacancies in, or remove members of, the Board of Directors;
- (G) fill vacancies in, or remove any members of a committee appointed by the Board of Directors;
- (H) elect or remove officers;
- (I) elect or remove members of any committee;
- (J) fix the compensation of the members of any committee; and
- (K) alter or repeal any resolution of the Board of Directors which provides that it shall not be amendable or repealable.

4.04 **Change in Number.** By resolution adopted by a majority of the entire Board of Directors, the number of members of the executive committee may be increased or decreased.

4.05 **Removal.** A member of the executive committee may be removed by the vote of the majority of the entire Board of Directors, whenever, in their judgment, the best interests of the association would be served by such removal.

4.06 **Vacancies.** A vacancy occurring due to death, resignation, removal or any other reason may be filled in the manner provided for original designation in Bylaw 4.01.

4.07 **Meetings.** Time, place and notice (if any) of executive committee meetings shall be determined by the executive committee. See also Bylaws 5.01, 5.02 and 5.03.

4.08 **Quorum: Majority Vote.** A majority of the number of members designated by the Board of Directors shall constitute a quorum for the transaction of business. Except as specifically provided by statute, the Articles of Incorporation, or these Bylaws, the act of a majority of the members present at any meeting at which a quorum is present shall be the act of the executive committee. If a quorum is not present at a meeting, the members present may adjourn the meeting, from time to time, without notice, other than an announcement at the meeting, until a quorum is present. See also Bylaw 3.12.

4.09 **Compensation.** See Bylaw 3.13.

4.10 **Procedure.** The executive committee shall keep regular minutes of its proceedings and report the same to the Board of Directors when required. The minutes of the proceedings of the executive committee shall be placed in the minute book of the association.

4.11 **Telephone and Similar Meetings.** See Bylaws 5.04.

4.12 **Responsibility.** The designation of an executive committee, and the delegation of authority to it, shall not operate to relieve the Board of Directors, or any member of the Board, of any responsibility imposed on it, or him, by law.

ARTICLE V

MEETINGS

5.01 **Notices.** Whenever notice is required to be given (by statute, the Articles of Incorporation, these Bylaws or otherwise) to a Director, committee member or security holder and no provision specifies how notice is to be given, such notice shall be written and may be given:

(A) in person;

(B) by mail, postage prepaid, addressed to the Director, committee member, or security holder at the address appearing on the books of the association (unless otherwise required or permitted to be given by mail shall be deemed given at the time when the same is thus deposited in the United States mail); or

(C) in any other method permitted by law.

5.02 **Waiver.** Whenever notice is required to be given (by statute, the Articles of Incorporation, or these Bylaws) to a security holder, committee member or Director, a notice given in writing, signed by the person, or persons, entitled to such notice, whether before or after the time stated in such notice, shall be equivalent to the giving of such notice. Attendance at a meeting shall constitute a waiver of notice of such meeting, except where a person attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. The waiver of notice shall state the date, time and place of such meeting, and if required by statute, the Articles of Incorporation, or these Bylaws, it shall also state the business to be transacted at such meeting.

5.03 **Place of Meetings.** Meetings of the Board of Directors or committees shall be held at the date, time and place, in or out of the state of incorporation, as the Board of Directors may determine. Committees may set the date, time and place of their meetings.

In the absence of such action by a committee. The Board of Directors may set the time and place of committee meetings. If no place is designated for the meeting, the meeting shall be held at the principal offices of the association.

5.04 **Telephone and Similar Meetings.** Directors and committee members may participate in and hold a meeting by means of conference telephone, or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE VI

OFFICERS AND AGENTS

6.01 Number

(A) The association shall have:

- (1) a President, Vice President, Secretary and Treasurer; and
- (2) such other officers (including a Chairman of the Board and additional Vice Presidents), assistant officers and agents as the Board of Directors deems necessary;

(B) Officers and agents of the association do not need to be Directors of the association, nor residents of the state of incorporation.

(C) Any two (2) offices may be held by the same person.

6.02 **Election.** Officers named in Bylaw 6.01(A)(1) shall be elected by the Board of Directors on the expiration of an officer's terms, or whenever a vacancy exists. Officers named in Bylaw 6.01 (A)(2) may be elected by the Board at any meeting.

6.03 **Term.** Unless otherwise specified at the time of election appointment or in an employment contract approved by the Board, each officer's and agent's term shall end at the Annual Meeting of the Board of Directors. Each officer and agent shall serve until the end of his or her term, or his or her death, resignation or removal.

6.04 **Removal.** Any officer or agent elected or appointed by the Board of Directors may be removed by a vote of a majority of the entire Board whenever the Board determines that the best interests of the association would be served by such removal. The contract rights of a removal person shall not be prejudiced by such a removal. Election or appointment of an officer or agent shall not, of itself, create contract rights.

6.05 **Vacancies.** Any vacancy occurring in any office (by death, resignation, removal, increase in the number of officers of the association or otherwise) shall be filled by the Board of Directors. The officer or agent filling the vacancy shall hold office until his successor is elected.

6.06 **Authority.** Officers and agents shall have the authority and perform duties in managing the association as provided in these Bylaws, or as determined by resolution of the Board of Directors.

6.07 **President.** The President shall be the chief executive officer of the association. He shall preside at all meetings of the association and the Board of Directors. He shall have general and active management of the business and affairs of the association. He shall see that all orders and resolutions of the Board are carried into effect. He shall perform such other duties and have such other authority and power as the Board of Directors may prescribe. Upon demand of a majority of the Directors, he may call special meetings of the Directors.

6.08 **Vice President.** Unless the Board of Directors determines otherwise, the Vice Presidents, in the order of their seniority, shall perform the duties, and shall have the authority and exercise the powers of the President whenever the President is absent or disabled. They shall perform such other duties and have such other authority and powers as the Board of Directors may prescribe, or as the President may delegate.

6.09 **Secretary.**

(A) The Secretary shall attend all meetings of the association and of the Board of Directors. He shall also keep, or cause to be kept, in a book provided for that purpose, a true and complete record of the proceedings at such meetings, and shall perform a like duty for all committees appointed by the Board of Directors, when required.

(B) He shall give, or cause to be given, notice of all meetings of the association and the Board of Directors

(C) He shall keep the association's seal in safe custody. When authorized by the Board of Directors or the executive committee, he shall affix the seal to any instrument requiring it. When affixed, it shall be attested by the signature of the Secretary, or by the Treasurer or Assistant Secretary.

(D) He shall be under the supervision of the President. He shall perform such other duties and have such other authority and powers as the Board of Directors may prescribe, or as the President may delegate.

6.10 **Assistant Secretary.** Unless the Board of Directors determines otherwise, the Assistant Secretaries, in the order of their seniority, shall perform the duties, and shall have the authority and exercise the powers of the Secretary whenever the Secretary is absent or disabled. They shall perform such other duties and have such other powers as the Board of Directors prescribes, or the President may delegate.

6.11 **Treasurer.**

(A) The Treasurer shall have custody of the corporate funds and securities. He shall keep, or cause to be kept, full and accurate accounts of receipts and disbursements of the association. He shall deposit all funds and other valuables in the name and to the credit of the association in depositories designated by the Board of Directors.

(B) He shall disburse funds of the association as ordered by the Board of Directors, and he shall prepare financial statements as they direct.

(C) If the Board of Directors requires, he shall give the association a bond (in such form, sum and with such surety or sureties, as shall be satisfactory to the board) for the faithful performance of the duties of his office and for the restoration to the association in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property, of whatever kind, in his possession or under his control belonging to the association.

(D) He shall perform such other duties and have such other authority and powers as the Board of Directors may prescribe, or as the President may delegate.

6.12 **Assistant Treasurer.** Unless otherwise determined by the Board of Directors, the Assistant Treasurers, in the order of their seniority, shall perform the duties and have the authority and exercise the powers of the Treasurer whenever the Treasurer is absent or disabled.

ARTICLE VII

GENERAL PROVISIONS

7.01 **Books and Records.** The association shall keep correct and complete books and records of accounts. It shall keep minutes of the proceedings of its Board of Directors and committees. The Board of Directors shall maintain current, true, and accurate financial records with full and correct entries made with respect to all financial transactions of the

association, including all income and expenditures, in accordance with generally accepted accounting principles. All records, books, and annual reports of the financial activity of the association shall be kept at the registered office or principal office of the association in this state for at least three (3) years after closing of such fiscal year.

7.02 **Annual Statement.** The Board of Directors shall prepare, or cause to be prepared, a full and clear statement of the financial activity of the association, including a statement of support, revenue and expenses and changes in fund balances, a statement of financial expenses, and balance sheets, for all funds for the last fiscal year and for the prior fiscal year, all prepared in conformity with accounting standards as promulgated by the American Institute of Certified Public Accountants.

7.03 **Checks and Notes.** Checks, demands for money, and notes of the association shall be signed by an officer, or officers, or other person or persons designated from time to time by the Board of Directors. Unless it is otherwise required by statute or directed by the Board of Directors, such instruments may be signed by any one (1) of the officers of the association. All deeds, mortgages, and other written contracts and agreements to which the association shall become a party, may be signed by the President, unless otherwise directed by the Board of Directors, or unless otherwise required by law. The Board of Directors may, at any time, designate officers, or employees of the association, other than those named above, who may, in the name of the association, sign any of such instruments.

7.04 **Fiscal Year.** The fiscal year of the association shall be fixed by the Board of Directors.

7.05 **Seal.** The association seal (of which there may be one or more exemplars) shall contain the name of the association and the name of the state of incorporation. The seal may be used by impressing it, or reproducing a facsimile of it, or otherwise.

7.06 **Indemnification.**

(A) **Persons Covered.** The association shall indemnify, to the extent provided in paragraph 7.06(B), 7.06(C), 7.06(D), 7.06(F), 7.06(G) or 7.06(H);

(1) any person who is, or was, a Director, officer, agent, or employee of the association; and

(2) any person who serves, or served, at the association's request, as a Director, officer, agent, employee, partner or trustee of another association, or of a partnership, joint venture, trust, or other enterprise.

(B) Extent of Coverage. The association shall indemnify a person named in paragraph 7.06(A) who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a Director, officer, agent, or employee named in paragraph 7.06(A)(2), or held or holds a position named in paragraph 7.06 (A), if the person satisfies the standard in paragraph 7.06 (C), for judgment, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person in connection with the proceeding.

(C) Requirements for Indemnification. In case of a proceeding involving a person named in paragraph 7.06(A), such person shall be indemnified under 7.06(B) only if it is determined that the person:

- (1) conducted himself in good faith;
- (2) reasonably believed:
 - (a) in the case of conduct in his official capacity as a Director of the association, that his conduct was in the association's best interest; and
 - (b) in all other cases, that his conduct was at least not opposed to the association's best interests; and
- (3) in the case of any criminal proceedings, had no reasonable cause to believe his conduct was unlawful.

(D) Bar to Indemnification. A person shall not be indemnified under 7.06(C) in respect of any obligations resulting from a proceeding in which he is found liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in the person's official capacity or in which he is found liable to the association.

(E) The Determination Standard Met. A determination of indemnification under paragraph 7.06 (B) must be made:

- (1) by a majority vote of a quorum consisting of Directors who at the time of the vote are not named defendants or respondents in the proceeding;
- (2) if a quorum of the Directors cannot be obtained, by a majority vote of a committee of the Board of Directors consisting solely of two or more Directors who are at time of vote not named defendants or respondents in the proceeding, designated to act in the matter by a majority vote of all the Directors; or

(3) by special legal counsel selected by a majority vote of the Board of Directors (whether or not there is quorum) or a committee of the Board (as designed in subparagraph 7.06 (E))(2).

(F) Advance Payments. The association may pay, in advance, any reasonable expenses (including court costs and attorney fees) which may become subject to indemnification under paragraphs 7.06 (A)-7.06 (E) if:

(1) the association receives a written affirmation by the person receiving the payment, of his good faith belief that he has not met the standard of conduct necessary for indemnification, and it is determined that the fact then known would not preclude indemnification;

(2) the person receiving the payment undertakes, in writing, to repay, if it is ultimately determined that he is not entitled to indemnification under paragraphs 7.06(A) - 7.06 (E); or

(3) determinations and authorizations of payments made under this paragraph [7.06 (F)] must be made in the manner specified by paragraph 7.06 (E).

(G) Witness Expenses. The association may pay or reimburse expenses incurred by a person named in paragraph 7.06 (A) in connection with his appearance as a witness or other participation in a proceeding at a time when he is not a named defendant or respondent in the proceeding.

(H) Determination of Reasonableness. Determination as to the reasonableness of expenses must be made in the same manner as the determination that indemnification is permissible and as the authorization of indemnification under paragraph 7.06(F), except that if the determination that indemnification is permissible is made by special legal counsel, then authorization of indemnification and determination as to reasonableness of expenses must be made in the same manner.

(I) Non-exclusive. The indemnification provided by paragraphs 7.06(A) - 7.06 (H) shall not be exclusive of any other rights to which a person may be entitled by law, bylaw, agreement, vote of the disinterested Directors, or otherwise.

(J) Continuation. The indemnification and advance payment provided by paragraphs 7.06(A) - 7.06 (H) shall continue as to a person who has ceased to hold a position named in paragraph 7.06 (A), and shall inure to his heirs, executors and administrators.

(K) Insurance. The association may purchase and maintain insurance on behalf of any person who holds, or who has held, any position named in paragraph 7.06(A) against any liability incurred by him in any such position, or arising out of his status as such, whether or not the association would have power to indemnify him against such liability under paragraphs 7.06(A) - 7.06(H).

(L) Limitation of Indemnification. A person may be indemnified under 7.06 (C) of this article against judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses incurred by the person in connection with the proceeding; but if the proceeding was brought by or in behalf of the association, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

(M) Indemnification Where Director. et. al. Prevails. The association shall indemnify a Director, officer, agent or employee (or other person described in 7.06 (A)) against reasonable expenses incurred by him in connection with a proceeding in which he is a named defendant or respondent because of his association with the association as described in 7.06 (A) if he has been wholly successful, on the merits or otherwise, in the defense of the proceedings.

7.07 Resignation. A Director, committee member, officer or agent may resign by giving written notice to the President or the Secretary. The resignation shall take effect at the time specified in it, or immediately, if no time is specified. Unless it specifies otherwise, a resignation takes effect without being accepted.

7.08 Amendment of Bylaws.

(A) These Bylaws may be altered, amended or repealed at any meeting of the Board of Directors at which a quorum is present, by the affirmative vote of a majority of the Directors present at such meeting, if notice of the proposed alteration, amendment or repeal is contained in the notice of the meeting.

(B) These Bylaws may also be altered, amended or repealed at any meeting of the association at which a quorum is present or represented, by the affirmative vote of a majority of the members present or represented at the meeting and entitled to vote thereat, if notice of the proposed alteration, amendment or repeal is contained in the notice of the meeting.

7.09 Construction. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural, and conversely. If any portion of these Bylaws shall be invalid or inoperative, then so far as is reasonable and possible:

(A) the remainder of these Bylaws shall be considered valid and operative; and

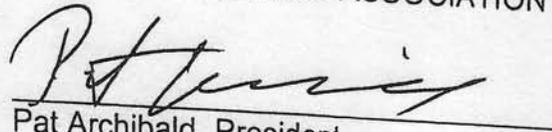
(B) effect shall be given to the intent manifested by the portion held valid or inoperative.

7.10 **Headings.** The headings are for organization, convenience, and clarity. In interpreting these Bylaws, they shall be subordinated in importance to the other written material.

7.11 **Relation to Articles of Incorporation.** These Bylaws are subject to, and governed by, the Articles of Incorporation.

I, the undersigned, being the President of National Business Association, do hereby certify that the foregoing are the Amended and Restated Bylaws of said corporation as adopted at a meeting of the Directors held on the 11th day of July, 2000.

NATIONAL BUSINESS ASSOCIATION


Pat Archibald, President

ATTEST:

Secretary



N00028113

CERTIFICATE OF CORPORATE RECORDS

NATIONAL BUSINESS ASSOCIATION, INC.

I, ROBIN CARNAHAN, Secretary of the State of Missouri and Keeper of the Great Seal thereof, do hereby certify that the annexed pages contain a full, true and complete copy of the original documents on file and of record in this office for which certification has been requested.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 14th day of October, 2010

A handwritten signature in cursive script that reads "Robin Carnahan".

Secretary of State





State of Missouri . . . Office of Secretary of State

JAMES C. KIRKPATRICK, Secretary of State
CORPORATION DIVISION

ARTICLES OF INCORPORATION
OF A

GENERAL NOT FOR PROFIT CORPORATION OF
FILED AND CERTIFICATE OF INCORPORATION ISSUED

(To be submitted in duplicate by an attorney or INCORPORATOR)

HONORABLE JAMES C. KIRKPATRICK FILING FEE \$10.00
SECRETARY OF STATE
P.O. BOX 778
JEFFERSON CITY, MISSOURI 65102

AUG 27 1982

James Kirkpatrick (Signature)

We, the undersigned,

(Not less than three)

Table with 6 columns: Type or Print Name, Number, Street, City, State, Zip. Rows include Dale D. Turvey, F. C. Schumacher, Jr., and Susan J. Turvey.

being natural persons of the age of eighteen years or more and citizens of the United States, for the purpose of forming a corporation under the "General Not For Profit Corporation Law" of the State of Missouri, do hereby adopt the following Articles of Incorporation:

- 1. The name of the corporation is: Health Through Exercise Association
2. The period of duration of the corporation is: perpetual
3. The address of its initial Registered Office in the State of Missouri is: 4236 Lindell Blvd. St. Louis Missouri 63108
4. The first Board of Directors shall be 3 in number, their names and addresses being as follows:

Table with 6 columns: Type or Print Name, Number, Street, City, State, Zip. Rows include Dale D. Turvey, F. C. Schumacher, Jr., and Susan J. Turvey.

5. The purpose or purposes for which the corporation is organized are:

To create awareness of the fundamentals of health and physical fitness through support groups and seminars; to research and evaluate new and existing health programs and diets; to publish a monthly tabloid on contemporary health issues as well as any activity permitted under the Missouri Not For Profit Corporation Act.

(NOTE: Any special provision authorized or permitted by Statute to be contained in the Articles of Incorporation may be inserted above.)

(INCORPORATORS MUST SIGN BELOW)

<u>Dale D. Turvey</u>	}	Incorporators
<u>F. C. Schumacher, Jr.</u>		
<u>Susan J. Turvey</u>		

VERIFICATION

STATE OF Missouri }
 County of St. Louis } ss.

I, Rosetta E. Weintraub, a Notary Public, do hereby certify that on the

25th day of August, 1982
Dale D. Turvey, F. C. Schumacher, Jr., Susan J. Turvey
Type or Print (Names of Incorporators)

personally appeared before me and being first duly sworn by me severally acknowledged that they signed as their free act and deed the foregoing document in the respective capacities therein set forth and declared that the statements therein contained are true, to their best knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

Rosetta E. Weintraub
 (Notary Public)

NOTARIAL SEAL
 ROSETTA E. WEINTRAUB
 NOTARY PUBLIC, STATE OF MISSOURI
 MY COMMISSION EXPIRES 4/12/86
 ST. LOUIS COUNTY
 My commission expires: _____

FILED AND CERTIFICATE OF INCORPORATION ISSUED

AUG 27 1982

James G. [Signature]



STATE of MISSOURI

JAMES C. KIRKPATRICK, Secretary of State

CORPORATION DIVISION

Certificate of Incorporation A General Not For Profit Corporation

WHEREAS, duplicate originals of Articles of Incorporation of _____
HEALTH THROUGH EXERCISE ASSOCIATION

have been received and filed in the office of the Secretary of State, which Articles, in all respects, comply with the requirements of The General Not For Profit Corporation Law of Missouri:

NOW, THEREFORE, I, JAMES C. KIRKPATRICK, Secretary of State of the State of Missouri, by virtue of the authority vested in me, do hereby certify and declare _____
HEALTH THROUGH EXERCISE ASSOCIATION

a body corporate, duly organized this day; that it is entitled to all rights and privileges granted corporations organized under The General Not For Profit Corporation Law of Missouri; that the address of its initial Registered Office in Missouri is _____
4236 Lindell Blvd., St. Louis 63108

and that its period of existence is _____ perpetual

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the GREAT SEAL of the State of Missouri, at the City of Jefferson, this 27th day of August, 1982

James Kirkpatrick
Secretary of State



RECEIVED OF: HEALTH THROUGH EXERCISE ASSOCIATION
Ten and no/00-----Dollars, \$ 10.00

For Credit of General Revenue Fund, on Account of Incorporation Tax and Fee.

James Kirkpatrick
Secretary of State