

SERFF Tracking Number: ICCI-127890519 State: Arkansas
Filing Company: American Medical and Life Insurance Company State Tracking Number: 50458
Company Tracking Number: AMLI GP CI 2011-POL TX
TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness
Limited Benefit
Product Name: AMLI GP CI 2011-POL TX
Project Name/Number: AMLI GP CI 2011-POL TX/AMLI GP CI 2011-POL TX

Filing at a Glance

Company: American Medical and Life Insurance Company

Product Name: AMLI GP CI 2011-POL TX SERFF Tr Num: ICCI-127890519 State: Arkansas
TOI: H07G Group Health - Specified Disease - SERFF Status: Closed- State Tr Num: 50458
Limited Benefit Disapproved
Sub-TOI: H07G.001 Critical Illness Co Tr Num: AMLI GP CI 2011-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 GP CI 2011-POL TX
Project Number: AMLI GP CI 2011-POL TX
Requested Filing Mode: Review & Approval
Explanation for Combination/Other:
Submission Type: New Submission
Group Market Type: Association
Filing Status Changed: 01/30/2012
State Status Changed: 01/30/2012
Created By: Brenda Dawson
Corresponding Filing Tracking Number:

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

Deemer Date:
Submitted By: Brenda Dawson

Filing Description:

Insurance Compliance Consultants is pleased to submit the enclosed forms on behalf of American Medical and Life Insurance Company (AMLI). A letter of filing authorization is enclosed.

The purpose of this submission is to allow AMLI to provide group critical illness coverage to residents of your state who are members of a group located outside of your state. The Group Policy will be issued to the L.I.F.E Association (bylaws and articles of incorporation filed on December 13, 2011 under SERFF Tracking # ICCI-127890085), the International Association of Benefits (IAB) Association, or the NationalWay HealthCare (NWHC) Association, all situated in Texas. The bylaws and articles of incorporation are attached to the supporting documents tab.

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The policy provides coverage for critical illness such as but not limited to Heart Attack, Stroke, Cancer in Situ, and Invasive Cancer.

Variable areas of the certificate are set off in brackets. These include "John Doe" information, the ranges of benefits that will be offered, and benefit options.

We have enclosed the certificate of coverage for your review and approval. Amendatory Endorsement, GP CI 2011 AE AR will be attached to certificates issued in Arkansas.

The enclosed forms are new and do not replace any forms currently on file with your Department.

The forms are in final format. Initially, the forms will be issued in paper format. AMLI reserves the right to change the type style and paper size. We also request the right to make the forms available electronically.

Regardless of the enrollment process used, AMLI will adopt measures to secure both the integrity of the document once signed, and the confidentiality of any information transmitted, including transmission of information via secured socket layer/secured line. Current technology will be used to ensure that the confidential information is not compromised. All processes used will comply with the Uniform Electronic Transactions Act, and to the extent applicable, the Federal ESIGN Act.

The enrollment information will be collected and linked to the individual in such a manner that the electronic signature is invalidated if any of the data on the application is changed. Electronic signatures intended for use with this enrollment form will not be affixed to or duplicated on any other document.

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

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(646) 223-9300 ext. [Phone]

Filing Fees

Fee Required? Yes
Fee Amount: \$300.00
Retaliatory? No
Fee Explanation: \$50 per form
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Medical and Life Insurance Company	\$300.00	12/13/2011	54476655

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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

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Disposition

Disposition Date: 01/30/2012

Implementation Date:

Status: Disapproved

Comment:

As of this date, I have not received the information which I requested in my Objection Letter of 12/14/11 and my follow-up Note to Filer on 1/17/12.

Your submission is being disapproved since a response has not been received.

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where required):	Minimum % Change (where required):
American Medical and Life Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%

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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	IAB bylaws and articles of incorporation	Disapproved	Yes
Supporting Document	NWHC bylaws and articles of incorporation	Disapproved	Yes
Form	Group Policy	Disapproved	Yes
Form	Group Certificate	Disapproved	Yes
Form	Schedule of Benefits	Disapproved	Yes
Form	Group Policyholder Application	Disapproved	Yes
Form	Enrollment form	Disapproved	Yes
Form	Amendatory Endorsement	Disapproved	Yes
Rate	rate sheet	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

- IAB bylaws and articles of incorporation (Supporting Document)

Comment:

With respect to the Independent Association of Benefits and NWA (NationalWay Healthcare 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 GP CI 2011-POL TX

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Disapproved 01/30/2012	AMLI GP CI 2011- POL TX	Policy/Cont ract/Fratern al Certificate	Group Policy	Initial			TX AMLI Critical Illness Master Policy 10-25-11 clean copy.pdf
Disapproved 01/30/2012	AMLI GP CI 2011- CERT TX	Certificate	Group Certificate	Initial			TX CI Certificate 10 25-11 clean copy.pdf
Disapproved 01/30/2012	AMLI GP CI 2011- SCHED TX	Schedule Pages	Schedule of Benefits	Initial			TX Critical Illness Schedule10 24 clean copy .pdf
Disapproved 01/30/2012	AMLI GP CI 2011 APP TX	Application/ Enrollment Form	Group Policyholder Application	Initial			TX AMLI GRP CI 2011 APP 10-27-11 clean copy.pdf
Disapproved 01/30/2012	AMLI GP CI 2011- ENRL TX	Application/ Enrollment Form	Enrollment	Initial			TX AMLI GP CI 2011 ENRL10-26- 11 clean copy.pdf
Disapproved 01/30/2012	GP CI 2011 AE AR	Certificate Amendmen t, Insert Page, Endorseme	Amendatory Endorsement	Initial			AR GP CI 2011 AE AR.pdf

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nt or Rider

American Medical and Life Insurance Company
New York, New York

GROUP CRITICAL ILLNESS INSURANCE

THIS POLICY PROVIDES BENEFITS DUE TO CRITICAL ILLNESS. BENEFITS PROVIDED ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES. THIS IS NOT A SUBSTITUTE FOR COMPREHENSIVE HEALTH INSURANCE.

Policy Holder: [ABC Association]
Policy Number: [xxxxx]
Policy Date: [XX/XX/XXXX]
Anniversary Date: [XX/XX 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 American Medical and 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.

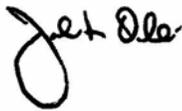
This Policy is issued in consideration of statements made in the application and the payment of premiums by the Holder. A copy of the signed application will be attached and made a part of this Policy.

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: [1-888-264-1512].

For American Medical and Life Insurance Company:



Chairman, President and CEO



Vice President and Chief Compliance Officer

Please read it carefully.
THE POLICY IS CANCELLABLE AT THE OPTION OF THE COMPANY.
PLEASE READ THE TERMINATION PROVISION.

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.

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 THIS POLICY

Termination of This Policy

This Policy can be cancelled:

- by You; or
- by Us.

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.

If We cancel this Policy for reasons other than Your failure to remit premium, a written notice will be delivered to You at least 30 days prior to the cancellation date.

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 before the end of the rate guarantee period shown on the Certificate Schedule. 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;
- the number of members 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 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;
- the attached copy of the Policyholder Application;
- [the [applications] [enrollment forms] of the members; 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.

Conformity with State Statutes

If any provision of this 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.

[Information to Be Furnished By You

As the Holder, 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.]

Incontestability

(1)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.

Representations

In the absence of fraud, a statement made by the policyholder is considered a representation and not a warranty; and a statement made by the policyholder may not be used in any contest under the Policy, unless a copy of the written instrument containing the statement is or has been provided to: (A) the person making the statement; or (B) If the statement was made by the Named Insured and the Named Insured has died or become incapacitated, the Named Insured's beneficiary or personal representative.

American Medical and Life Insurance Company
8 West 38th Street Suite 1002
New York, New York 10018

GROUP CRITICAL ILLNESS INSURANCE

CERTIFICATE OF COVERAGE

Issued under the terms of

Group Insurance Policy Number: [12345]

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

Certificate Effective Date: [September 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.

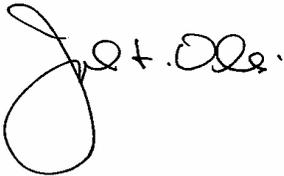
In this Certificate, the words "Named Insured" or "You" means a member of an eligible class as described on the Certificate Schedule, who is insured under the Policy and for whom premiums are remitted. The words "Covered Person" refer to any person covered under the Policy as described on the Certificate Schedule. The words "We", "Us", "Our" or "Company" refer to American Medical and Life Insurance Company. "Policy" means the Group Critical Illness 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 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: [1-800-XXX-XXXX]

For American Medical and Life Insurance Company:



John Ollis
Chief Executive Officer



Kay Phillips
Vice President and Chief Compliance Officer

THE POLICY IS A CRITICAL ILLNESS POLICY. IT PROVIDES STATED BENEFITS FOR ONLY THOSE CRITICAL ILLNESSES SPECIFIED IN THIS CERTIFICATE AND SCHEDULE.

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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 GP CI 2011- SCHED TX]

GENERAL DEFINITIONS

[Activities of Daily Living (ADLs)]

Basic, daily tasks necessary to maintain a person's health and safety. In the Policy, ADLs refer to the activities described below:

- **Transfer and Mobility** - The ability to move into or out of a bed, chair or wheelchair or to move from place to place, either via walking, a wheelchair, cane, crutches, walker or other equipment.
- **Continence** - The ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
- **Dressing** - Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- **Toileting** - Getting to and from the toilet, transferring on and off the toilet and performing associated personal hygiene.
- **Eating** - Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
- **Bathing** - Washing oneself by sponge bath; or in either a tub or a shower, including the task of getting into or out of the tub or shower.]

Clinical Diagnosis

A Diagnosis of Invasive Cancer or Cancer In Situ based on the study of symptoms and diagnostic test results.

Covered Conditions or Procedures

A Covered Condition or Procedure:

- Occurs while this Certificate is in force;
- Is a Critical Illness as defined in this Certificate; and
- Is not excluded by name or specific description in the Certificate.

Covered Person(s)

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

Critical Illness

The first-ever Diagnosis, while a Covered Person's coverage under the Policy is in force, of one of the following Covered Conditions, or the first time ever that a Covered Person has undergone one of the following Covered Procedures, as defined in this Certificate:

- Heart Attack
- Cancer In Situ
- Invasive Cancer
- Stroke
- End-Stage Renal Failure
- Major Organ Transplant
- [Heart Valve Replacement/Repair Surgery]
- [Coronary Bypass Surgery]
- [Coma]
- [Advanced Alzheimer's Disease]
- [Severe Burns]
- [Paralysis]
- [Motor Neuron Disease/ALS]

Diagnosis

The definitive establishment of a Covered 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 the Policy.

First Ever Occurrence

The first time ever in his/her lifetime that a Covered Person has undergone the specific Covered Procedure, or has been diagnosed with the specific Covered Condition, included as a Critical Illness Covered Condition or Procedure.

Initial Benefit Amount

The Maximum Benefit Amount per Critical Illness, as defined in the Certificate Schedule.

Medically Necessary

Medically Necessary means a Covered Procedure that is necessary and appropriate for the diagnosis or treatment of a Critical Illness 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 or investigative treatment.

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

Named Insured

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

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.

Physician

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.

Reduced Benefit Period – Association Members

The Reduced Benefit Period applies to any claim by an association member for Invasive Cancer or Cancer In Situ which occurs within the first [30][60][90] days after the Certificate Effective Date. Claims submitted during that period are subject to a reduced benefit payment equal to 10% of the Maximum Benefit Amount, and the cancer benefit is then terminated.

[Substantial Assistance

- **Stand-By Assistance** means the presence of another person within the Covered Person's arm's reach, to prevent, by physical intervention, injury to the Covered Person while they perform an ADL (such as being ready to catch the Covered Person if they fall while getting into or out of the bathtub or shower as part of bathing, or being ready to remove food from the Covered Person's throat if they choke while eating).
- **Hands-On Assistance** means the physical assistance of another person without which the Covered Person would be unable to perform the ADL.]

ELIGIBILITY AND CERTIFICATE EFFECTIVE DATE

Certificate Effective Date 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, a Named Insured must:

- Be over 18 years of age; and
- Be a member of an eligible class as defined on the Certificate Schedule.

Enrollment

An individual who is a member of an eligible class may enroll for coverage during the open enrollment period, as shown on the Certificate Schedule that follows the latest of the following:

- Certificate Effective Date;
- [Policy Effective Date];
- Date the individual first becomes a member of an eligible class; or
- [Date the individual completes, signs and submits the medical history questionnaire].

[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 he or she is 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 [Domestic Partner] coverage or family coverage, coverage on the Spouse [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 [Domestic Partner] coverage as shown on the Certificate Schedule, We insure You and Your Spouse [Domestic Partner].

If this is family coverage, as shown on the Certificate Schedule, We insure You, Your Spouse [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 means:

- any 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.

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

Coverage for the Named Insured's Newborn Children:

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

Coverage for the Named Insured's Adopted Child(ren):

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 file a petition for adoption, provided that consent to the adoption has not been revoked.

A child adopted by You or Your insured Spouse [Domestic Partner] will automatically become insured as a dependent. The 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 is 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 should:

- 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 and You provide Us with evidence of insurability for the newborn. Any additional premium required must be made to the Policy Holder within 31 days of notification of birth or placement for the purposes of a step child and/ or adoption.

DESCRIPTION OF BENEFITS

For [each] [a] First-Ever Occurrence of a Critical Illness while insured under the Policy, [a Covered Person] [Named Insured and Spouse [Domestic Partner]] [Named Insured] is eligible for payment up to the Maximum Benefit Amount, based on the percentage specified in the Certificate Schedule for such Covered Condition or Procedure. 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.

COVERED CONDITIONS, PROCEDURES AND DIAGNOSTIC REQUIREMENTS

Category One:

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.

Major Organ Transplant (Heart and Heart/Lung). The clinical evidence of major organ(s) failure which requires the malfunctioning organ(s) or tissue of the Insured to be replaced with an organ(s) or tissue from a suitable human donor (excluding the Covered Person) under generally accepted medical procedures. The organs and tissues covered by this definition are limited to entire heart transplant or combination transplant that includes the heart and lung(s). In order for the Major Organ Transplant to be covered under the Policy, the Covered Person must be registered by the United Network of Organ Sharing (UNOS).

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.

[Coronary Bypass Surgery. The actual undergoing of coronary artery bypass surgery using either a saphenous vein or internal mammary artery graft for the treatment of coronary heart disease deemed Medically Necessary to correct a narrowing or blockage of one or more coronary arteries. The Covered Procedure must be performed by a Physician board-certified as a Cardiologist. Other surgical or non-surgical techniques such as laser relief or any other intra-arterial procedures are excluded.]

[Heart Valve Replacement/Repair Surgery. The actual undergoing of open-heart surgery to replace or repair one or more valves. The surgery must be deemed Medically Necessary and performed by a Physician board-certified as a Cardiologist or Cardiovascular Surgeon.]

Category Two:

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 explained in the Definitions section of this Certificate. We will accept a Clinical Diagnosis of Cancer In Situ 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 Cancer In Situ.

If Diagnosis occurs within [30][60][90] days of the effective date of this Certificate, 10% of the maximum benefit listed on the Certificate Schedule will be paid, and cancer benefits will be terminated.

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 excluded in this Certificate. 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 General Definitions section of this Certificate. We will accept a Clinical Diagnosis of Invasive 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.

If Diagnosis occurs within [30][60][90] days of the effective date of this Certificate, 10% of the maximum benefit listed on the Certificate Schedule will be paid, and cancer benefits will be terminated.

Category Three:

End-Stage Renal Failure. The chronic and irreversible failure of both of a Covered Person's kidneys, which requires the Covered Person to undergo periodic and ongoing dialysis. The Diagnosis must be made by a Physician board-certified as a Nephrologist.

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

[Advanced Alzheimer's Disease. The Diagnosis, by a Physician board-certified as a Neurologist, of Advanced Alzheimer's Disease. The Covered Person must exhibit loss of intellectual capacity involving impairment of memory and judgment as measured by clinical evidence and standardized testing. The disease must result in significant reduction in mental and social functioning such that the Covered Person requires Substantial Assistance, as defined in this Certificate, in performing at least three of the six Activities of Daily Living, as defined in this Certificate. No other dementing organic brain disorders or psychiatric illnesses shall meet the definition of Alzheimer's Disease, nor will they be considered a Critical Illness Covered Condition.]

[Coma. The diagnosis, by a Physician board-certified as a Neurologist that a Covered Person is in a state of unconsciousness from which the Covered Person cannot be aroused, in which external stimulation will produce no more than primitive avoidance reflexes, and that this state has persisted continuously for at least 96 hours.]

[Motor Neuron Disease/ALS. The unequivocal diagnosis, by a Physician board-certified as a Neurologist, of one of the following motor neuron diseases: amyotrophic lateral sclerosis (A.L.S. or Lou Gehrig's Disease), primary lateral sclerosis, progressive spinal muscular atrophy, progressive bulbar palsy, or pseudo bulbar palsy. Coverage is limited to these conditions, and all other variations of motor neuron disease are excluded.]

[Paralysis. The complete and permanent loss of use of two or more limbs through neurological injury for a continuous period of at least 180 days, confirmed by a Physician board-certified as a Neurologist.]

[Severe Burns. The Diagnosis, by a Physician board-certified as a Plastic Surgeon, that a Covered Person has sustained third-degree burns covering at least 20% of the surface area of his or her body. We will not pay the Severe Burns benefit for Dependent Children under the age of 18 years.]

MULTIPLE PAYMENT BENEFIT

Benefits

The Multiple Payment Benefit is a feature of the Policy, which allows for multiple payments from the three categories of Covered Conditions or Procedures shown in the Certificate Schedule. The maximum Benefit Payment available in each Category is 100% of the Initial Benefit Amount. The maximum total Benefit Payment can be up to three times the Initial Benefit Amount stated in the Certificate Schedule. After your initial Benefit Payment under the Policy, You can choose to continue paying Premiums and be eligible to receive any available additional Benefit Payments.

There shall be only one Benefit Payment for each Covered Condition or Procedure.

There shall be only one Benefit Payment per 180-day period from all three categories combined. However, the 180-day limitation does not apply to Benefit Payments within the same category.

If a First-Ever Occurrence of a second event in a different Category occurs within the 180-day period after a Benefit Payment, hence not an eligible claim, a subsequent occurrence and diagnosis of that Covered Condition will be considered a First-Ever Occurrence under the Policy.

If more than one Covered Condition is diagnosed at the same time, the Benefit Payment shall be based on the larger Benefit Amount of those Covered Conditions diagnosed. If the Benefit Amounts are the same, there shall be only one Benefit Payment per 180-day period.

How This Benefit Is Calculated

Before Age 65:

- The Benefit Payment for a Covered Condition or Procedure equals the appropriate percentage of the Initial Benefit Amount for that Covered Condition or Procedure, but no greater than the benefit remaining for that category.
- The benefit available in a category equals the Initial Benefit Amount less the sum of any payments made to date for Covered Conditions or Procedures in that category.

On or After Age 65:

- The current benefit amount for a category equals 50% of the benefit remaining in that category on the day prior to the Policy anniversary.
- The Benefit Payment for a Covered Condition or Procedures equals the appropriate percentage of the current benefit amount for that Covered Condition or Procedure, but no greater than the benefit remaining for that category.
- The benefit available in a category equals the current benefit amount less the sum of any payments made since the Age 65 reduction for Covered Conditions or Procedures in that category.

Category 1:

- Heart Attack
- Stroke
- Major Organ Transplant (heart or combination transplant including heart)
- [Coronary Bypass Surgery]
- [Heart Valve Replacement or Repair Surgery]

Category 2:

- Invasive Cancer
- Cancer In Situ

Category 3:

- Major Organ Transplant (not including those conditions covered in Category 1)
- End-Stage Renal Failure
- [Coma]
- [Advanced Alzheimer's Disease]
- [Severe Burns]
- [Paralysis]
- [Motor Neuron Disease/ALS]

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;
- Midnight on the last day for which premium was paid, if premium is not paid by the end 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 his or her coverage, provided We have received 30 days' written notification of such request;
- The date the Named Insured reaches age 70;
- The date the Maximum Benefit as listed on the Certificate Schedule has been paid; or
- The date the Named Insured dies.

When Coverage Ends on the Named Insured's Spouse [Domestic Partner] and/or Dependent Children

If this is Named Insured and Spouse [Domestic Partner] coverage, coverage on the Named Insured's Spouse [Domestic Partner] will end:

- When the Policy terminates;
- When the Named Insured's coverage terminates;
- If the premiums are not paid for the Named Insured's Spouse [Domestic Partner] when they are due;
- On the date the Named Insured asks Us to end his or her Spouse's [Domestic Partner's] coverage;
- On the date the Named Insured dies;
- On the date the next premium payment is due after the Named Insured becomes divorced from his or her Spouse;
- The date the Maximum Benefit as listed on the Certificate Schedule has been paid for the Named Insured's covered Spouse [Domestic Partner]; or
- On the date the Insured Spouse [Domestic Partner] reaches age 70.

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

- When the Policy terminates;
- When the Named Insured's coverage terminates;
- If the premium is not paid for the Named Insured's Dependent Children when it is due;
- On the date the Named Insured asks Us to end his or her Dependent coverage;
- The date the Maximum Benefit as listed on the Certificate Schedule has been paid for the Named Insured's covered Dependent Children; or
- On the date the Named Insured dies.

Coverage will end on each Dependent child when he or she no longer qualifies as a Dependent as defined in this 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 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 the 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 two years following the 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 a member of an eligible class 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

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 Policy will terminate at midnight on the last day of the grace period.

EXCLUSIONS AND LIMITATIONS

We will not pay the Benefit Amount for a Covered Condition or Procedure if such Covered Condition or Procedure is caused by, occurs during or results from:

- [Intentional and self-inflicted injuries]
- Suicide or any attempt at suicide, while sane or insane
- Participation in the commission or attempted commission of a felony
- Participation in a riot or insurrection
- Alcoholism or drug addiction or
- Being intoxicated or under the influence of alcohol, drugs, or any narcotic (including overdose) unless administered on the advice of a Physician and taken according to the Physician's instructions. The term "intoxicated" refers to that condition as defined by law and decisions of the jurisdiction in which the accident, cause of loss or loss has occurred.

We will not pay the Benefit Amount for a Covered Condition or Procedure if:

- Such Covered Condition or Procedure is not covered under the Policy;
- Such Covered Condition or Procedure first occurred while the Policy was not in force;
- Such Covered Condition was diagnosed by a person who is not a Physician;
- Such Covered Condition was diagnosed outside the United States, unless the Diagnosis is confirmed in the United States;
- [Such Covered Procedure was performed outside the United States, unless on a United States military base or facility, or within another U.S. military or government building or facility]; or
- The Covered Person's date of birth, age or sex was misstated on the Application and at the correct date of birth, age or sex, the Certificate or coverage under the Policy would not have become effective or would have terminated.

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;
- Certificate including the Certificate Schedule;
- Application(s), if any;
- Enrollment Form; 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

(1) 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.

Representations

In the absence of fraud, a statement made by the policyholder or a Covered Person is considered a representation and not a warranty; and a statement made by the policyholder or Covered Person may not be used in any contest under the Policy, unless a copy of the written instrument containing the statement is or has been provided to: (A) the person making the statement; or (B) If the statement was made by the Named Insured and the Named Insured has died or become incapacitated, the Named Insured's beneficiary or personal representative.

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 authority to determine the Covered Person's eligibility for the benefits and interpret the terms and provisions of the Policy.

State Laws

Any provision of the 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.

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 the Covered Person's name and the 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 or she 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.

Payment of Claim

Benefits will be paid to the Named Insured, Custodial Parent 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;
- [Domestic Partner]
- Mother;
- Father
- Child or children; and
- Brothers or sisters.

If there are no survivors in any of these classes, We may pay benefits to any 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.

Custodial parent means an individual who:

(A) is a managing conservator of a child or a possessory conservator of a child who is a parent of the child; or

(B) is a guardian of the person or other custodian of a child and is designated as guardian or custodian by a court or administrative agency of this or another state.

Time of Payment of Claim

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

Questions Concerning the Named Insured's Claim

If the Named Insured has questions concerning a claim, he or she can call Us at Our home office.

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 the 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 10018**

GROUP CRITICAL ILLNESS CERTIFICATE SCHEDULE

[Named Insured: [John Doe]]

Certificate Schedule Number: [123]

Group Policy Number: [12345]

Policy Holder: [XYZ Association]

Certificate Effective Date: [September 1, 2011]

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

[Open Enrollment Period: [September 1] through [August 31] during each Policy Year]

1. Description of Eligible Classes

[I. - All active members of [ABC 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: [31 days]

3. Plan Type: [Association-Paid –Association Contributions 1 – 100 %] [Voluntary]

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

[5. Rate Guarantee Period: A change in premium rate will not take effect before [12] months after the Group Policy effective date.]

6. Benefits:

CERTIFICATE SCHEDULE

Maximum Benefit Amount Per Critical Illness for Named Insured: [\$2,500 - \$50,000]

[Maximum Benefit Percentage Per Critical Illness for Named Insured's Spouse [Domestic Partner]: [50-100%]]

[Maximum Benefit Percentage Per Critical Illness for Named Insured's Dependent Children: [0%-25%]]

Covered Conditions or Procedures	Benefit Percentage
Category One:	
Heart Attack	[50%-100%]
Stroke	[50%-100%]
Major Organ Transplant (heart or combination transplant including heart)	[50%-100%]
[Coronary Bypass Surgery]	[20%-50%]
[Heart Valve Replacement or Repair Surgery]	[20%-50%]

Maximum Benefit Payable, Category One:

100% of the Benefit Amount. Only one First-Ever Occurrence per Covered Condition or Procedure is eligible for the benefit.

The Maximum Benefit Amount reduces by 50% at age 65 and coverage terminates at age 70.

Category Two:	
Cancer In Situ – diagnosis more than [30][60][90] days after Effective Date	[20%-50%]
Cancer In Situ – diagnosis within first [30][60][90] days of Effective Date	[2.0%-5.0]
Invasive Cancer - diagnosis more than [30][60][90] days after Effective Date	[50%-100%]
Invasive Cancer - diagnosis within first [30][60][90] days of Effective Date	[5%-30%]

Maximum Benefit Payable, Category Two:

100% of the Benefit Amount. Only one First-Ever Occurrence per Covered Condition or Procedure is eligible for the benefit.

The Maximum Benefit Amount reduces by 50% at age 65 and coverage terminates at age 70.

Category Three:	
End-Stage Renal Failure	[50%-100%]
Major Organ Transplant (excluding conditions covered in Category One)	[50%-100%]
[Advanced Alzheimer's Disease]	[50%-100%]
[Coma]	[50%-100%]
[Motor Neuron Disease/ALS]	[50%-100%]
[Paralysis]	[50%-100%]
[Severe Burns (excluded for dependent children under 18 years of age)]	[50%-100%]

Maximum Benefit Payable, Category Three:

100% of the Benefit Amount. Only one First-Ever Occurrence per Covered Condition or Procedure is eligible for the benefit. The Maximum Benefit Amount reduces by 50% at age 65 and coverage terminates at age 70.

**American Medical and Life Insurance Company
New York, New York**

**POLICYHOLDER APPLICATION
FOR GROUP CRITICAL ILLNESS 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,
Start Date _____ Stop Date: _____]

9. Eligibility Period: _____

10. Eligible Class

[Association Group

All active members of [ASSOCIATION NAME] 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 [Domestic Partner]: 100% 75% 50% _____ (other)

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

Plan Applied For:

Member Class: _____]

11. Policy Benefits Selected: [Plan 1 Plan 2 Plan 3 Plan 4]

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 Group Policy applied for, and that no Insurance shall be effective until approved by American Medical and Life Insurance Company at its home office.

I understand that Covered Persons under this Critical Illness Plan are covered by group insurance benefits. The group insurance benefits vary depending on the plan design selected. These benefits are provided under a group insurance policy underwritten by American Medical and Life Insurance Company and are subject to the exclusions, limitations, terms and conditions of coverage as set forth in the insurance certificate. 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 a critical illness plan that provides for limitations to the coverage for each Covered Condition or Procedure.

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.

My answers are true, complete and correct: I have personally reviewed all of my answers to the questions on this Policyholder Application and certify that all of the information I have provided is true, complete and correct. [I agree that any fraud, material misstatements or material failure to report information may be used as the basis of rescission or reformation of the Group Policy.] I understand that under no circumstances is any agent allowed to: (a) waive, alter or modify any questions or (b) permit me to inaccurately answer any question. I understand that no agent is authorized or has the authority to alter the terms of the Group Policy.

Dated at: _____
(City, State)

By: _____
(Authorized Signature/Title)

On: _____
Date (mm/dd/yyyy)

[By: _____
(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
New York, New York

GROUP CRITICAL ILLNESS INSURANCE
[APPLICATION][ENROLLMENT] FORM

GENERAL INFORMATION

Applicant's Name: _____ Gender: _____ Date of Birth: _____ SSN: _____

Home Address: _____ Phone: _____

Height: _____ Weight: _____

[Association Name: _____]

Association Address: _____]

[Member Class: _____ Join Date: _____]

Member ID: _____ Section/Dept. #: _____]

[SPOUSE [DOMESTIC PARTNER] AND DEPENDENT INFORMATION

Name	Relationship to Applicant	Date of Birth	SSN	Height	Weight
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BENEFICIARY INFORMATION

Beneficiary Name	Relationship to Applicant	Age	SSN	Benefit %	Primary	Contingent
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

[HEALTH QUESTIONS:

For members up to a [\$10,000] maximum benefit per critical illness:

- Have you used tobacco in the last 12 months? If yes, please specify quantity? Yes No
- Have 2 or more family members (natural parents, brothers or sisters) been diagnosed with or died from the same condition: both before age 60 of cancer, heart disease, diabetes, stroke or kidney disease; or both before age 75 of colorectal cancer, Alzheimer's or Senile Dementia? Yes No
- Has the proposed insured ever been diagnosed or treated for any of the following: Heart Attack, Angioplasty, Coronary Artery Bypass, Heart Valve Repair or Replacement, Stroke, Transient Ischemic Attack, Cancer (excluding non-invasive, non-melanoma Skin Cancer), End-Stage Renal Disease, Liver Cirrhosis, Hepatitis B or C (including carrier), Diabetes (other than during pregnancy), Organ or Bone Marrow Transplant, Alzheimer's or Senile Dementia, HIV, AIDS, or AIDS-Related Complex (ARC)? Yes No

For all spouses and for members above a \$10,000 maximum benefit per critical illness, also answer the following:

- In the last 5 (FIVE) years, has the proposed insured been diagnosed with or treated for any of the following:
 - Any Heart Disease (Including Angina) except mitral valve prolapse that does not require medication or treatment and innocent heart murmurs. Yes No
 - Any Lung Disease except asthma that has never required hospitalization and non-chronic bronchitis. Yes No
 - Any Disease of the Nervous System except non-chronic shingles. Yes No
 - Any Liver Disease, Colitis, or Crohn's Disease except irritable bowel disease. Yes No
 - Any Kidney Disease except non-chronic kidney stones or infections. Yes No

Any diagnosis or treatment for: precancerous lesions/tumors, polyps, abnormal moles or lesions, dysplastic nevi, skin cancer, leukemia, lymphoma, abnormal Pap smear, abnormal PSA test, abnormal mammogram, fibrocystic breast disease, recurrent tumors, or unexplained tumors or growth?

Yes No

Any Eye or Ear Disorder.

Yes No

High Blood Pressure, High Cholesterol, or Hyperlipidemia except if all of the conditions present have been controlled for at least 1 year by using only one medication.

Yes No

Any Systemic Diseases, including but not limited to Multiple Sclerosis, Parkinson's Disease, sarcoidosis, paralysis, rheumatoid arthritis, autoimmune or connective tissue disease or disorder?

Yes No

Any Mental Illness including depression, bipolar disorder requiring inpatient treatment or hospitalization, or history of suicide attempt?

Yes No

Any treatment for alcohol and/or drug abuse or have used illegal drugs?

Yes No

Any Sexually Transmitted Disease or Recurrent Human Papillomavirus (HPV).

Yes No

Inability to perform any of the following activities independently: 1) dressing, 2) bathing, 3) feeding, 4) toileting or continence, 5) transferring in or out of a chair or bed?

Yes No

5. In the past 2 (TWO) years, has the proposed insured been informed by a member of the medical profession of any abnormal test results or been advised to have any diagnostic/screening tests or procedures which have not yet been completed?

Yes No]

I understand that Critical Illness Plan Covered Persons are covered by group insurance benefits. The group insurance benefits vary depending on plan design 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 a critical illness plan that includes limitations to the coverage. The limitations are disclosed in the certificate which is issued to the Named Insured.

[I understand that MIB inquiries will be conducted on all applications for Critical Illness benefits with a face amount of \$30,000 or more.]

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud as determined by a court of law.

[Arkansas Residents - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application is guilty of a crime and may be subject to fines and confinement in prison.]

[Kansas and Oregon Residents: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto may be guilty of fraud as determined by a court of law.]

[Kentucky Residents - WARNING: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.]

[Louisiana Residents - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

[New Jersey Residents: WARNING: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.]

[New Mexico Residents - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly present false information in an application of r insurance is guilty of a crime and may be subject to civil fines and criminal penalties.]

[Ohio Residents - Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, or conceals information for the purpose of misleading may be guilty of insurance fraud and subject to criminal and/or civil penalties.]

[Oklahoma Residents - Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claims for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.]

[Pennsylvania Residents - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.]

[Tennessee Residents: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.]

[Texas Residents: 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.]

My answers are true, complete and correct: I have personally reviewed all of my answers to the questions on this [application][enrollment form] and any attachments to it and certify that all of the information I have provided is true, complete and correct, I agree that it is my responsibility to provide truthful, complete and correct information. I understand the questions asked. [I agree that any fraud, material misstatements or material failure to report information may be used as the basis of rescission or reformation of coverage for me or my dependents, if any.] I agree that under no circumstances is any agent allowed to: (a) waive, alter or modify any questions; (b) permit me to inaccurately answer any question; or (c) instruct me not to disclose any particular medical condition on the application. I agree that no agent is authorized or has the authority to alter the terms of the Group Policy. **Attachments:** I understand that any attachments to this application become a part of this application.

Signed at: City _____ State _____

Date Signature of Applicant

Authorization for Release of Health-Related Information.

I authorize the disclosure of health information regarding, or related to the following individuals for whom an [application] [enrollment] for insurance has been submitted:

Print Name(s):	(Last)	(First)	(MI)	Date of Birth (Month/Day/Year)
1.				/ /
2.				/ /
3.				/ /
4.				/ /
5.				/ /
6.				/ /

I authorize the disclosure of any and all information that: (i) is created or received by a health care provider, health plan including health insurer or health insurance agent, public health authority, employer, life insurer, school or university, or health care clearinghouse; and (ii) relates to the past, present, or future physical or mental health or condition of an individual listed above; the provision of health care to an individual listed above; or the past, present, or future payment for the provision of health care to an individual listed above. This authorization permits the disclosure of all medical records including without limitation those containing information relating to diagnoses, treatments, consultation, care, advice, laboratory or diagnostic tests, physical examinations, recommendations for future care, and prescription drug information.

I specifically authorize the disclosure of information related to (i) communicable diseases, including HIV, AIDS or AIDS related complex (to the extent permitted by both state and federal law); (ii) drug and alcohol abuse and treatment; (iii) mental illness and treatment; and (iv) genetic conditions including genetic testing (to the extent permitted by both state and federal law). Notwithstanding the above, this authorization does not authorize the release of psychotherapy notes.

I authorize any and all health care providers including without limitation physicians, medical practitioners, hospitals, clinics, medical or medically-related facilities, pharmacy benefit managers, pharmacies or pharmacy-related facilities; and any and all health plans, insurance companies, insurance support organizations (such as MIB Group, Inc.), business associates of health plans or insurance companies and those persons or entities providing services to such business associates to disclose the information described above.

I authorize American Medical and Life Insurance Company ("AMLIC"), including its affiliated companies, subsidiaries and business associates, including those persons or entities providing services to its business associates, to receive the disclosure of information authorized herein and use the information disclosed pursuant to this authorization.

The purpose of the disclosure authorized herein is to permit AMLIC, including its affiliated companies, subsidiaries and business associates, including those persons or entities providing services to its business associates, to obtain and use the information described above to make prospective and retrospective eligibility, underwriting and risk rating determinations, [including whether the individual is subject to a pre-existing condition exclusion].

This authorization shall expire twenty-four (24) months after the date on which it is executed below.

I understand that eligibility for coverage under the group policy is conditioned on my execution of this authorization for the use or disclosure of the information described above for the purpose of making eligibility, underwriting and risk rating determinations. Except as otherwise stated herein, treatment, payment, enrollment under the policy, or eligibility for benefits is not conditioned on an authorization for the use or disclosure of the information described above.

I understand that I may revoke this authorization by sending written notice of my intent to revoke this authorization to American Medical and Life Insurance Company, 8 West 38th St., Suite 1002, New York, New York 10018, Attention Privacy Officer.

I understand that there is a possibility of re-disclosure of any information disclosed pursuant to this authorization and that information, once disclosed, may no longer be protected by federal rules governing privacy and confidentiality.

A copy or facsimile of this authorization shall be as valid as the original.

Signature of each Individual over the age of 18 or the Individual's Legal Representative:	Date:
X _____	_____
X _____	_____
X _____	_____

If signed by the individual's legal representative (e.g. a parent on behalf of a child), please describe the representative's authority to sign on behalf of the individual:

Name: _____ Authority: _____

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 **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 Coverage for the Named Insured's Adopted Children, are 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.

B. [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.

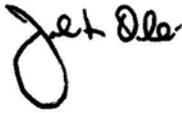
If We fail to pay, settle or deny a clean claim or take other required actions within 30 or 45 calendar days (excluding the time waiting for additional information), We will pay interest at the rate of 12% annually on the amount ultimately allowed on the claim, accruing from the date payment was due.

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

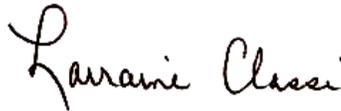
"Clean Claim" means a claim that is submitted on a HCFA 1500 or on a UB92, in a format required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or on the Plan's standard claim form with all required fields completed in accordance with the Plan's published claim filing requirements. 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



Chairman, President and CEO



Executive Vice President & Chief Compliance Officer

SERFF Tracking Number: ICCL-127890519 State: Arkansas
 Filing Company: American Medical and Life Insurance Company State Tracking Number: 50458
 Company Tracking Number: AMLI GP CI 2011-POL TX
 TOI: H07G Group Health - Specified Disease - Limited Benefit Sub-TOI: H07G.001 Critical Illness
 Product Name: AMLI GP CI 2011-POL TX
 Project Name/Number: AMLI GP CI 2011-POL TX/AMLI GP CI 2011-POL TX

Rate Information

Rate data applies to filing.

Filing Method:

Rate Change Type: %

Overall Percentage of Last Rate Revision: %

Effective Date of Last Rate Revision:

Filing Method of Last Filing:

Company Rate Information

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where required):	Minimum % Change (where required):
American Medical and Life Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%

SERFF Tracking Number: ICCL-127890519 State: Arkansas
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Rate/Rule Schedule

Schedule Item Status:	Document Name:	Affected Form Numbers: (Separated with commas)	Rate Action:	Rate Action Information:	Attachments
Disapprove rate sheet d 01/30/2012		AMLI GP CI 2011-POL TX	New		AMLI CI RM 20111031 Nat.pdf

American Medical and Life Insurance Company

Form AMLI GP CI 2011 - CERT
 Rate Sheet AMLI GP CI 2011 - RATE
 Annual Rates per \$1,000 of Coverage

GI Plan

3-Tier Rates

Employee/Member only	\$	1.68
Employee/Member + 1	\$	3.01
Family	\$	3.64

4-Tier Rates

Employee/Member only	\$	1.68
Employee/Member + Spouse	\$	3.37
Employee/Member + Children	\$	1.96
Family	\$	3.64

Basic Plan

<u>Issue Age</u>		<u>MNS</u>		<u>MSM</u>		<u>FNS</u>		<u>FSM</u>
20-24	\$	2.12	\$	3.02	\$	3.27	\$	4.81
25-29	\$	2.87	\$	4.41	\$	4.20	\$	6.43
30-34	\$	3.99	\$	6.71	\$	5.26	\$	8.68
35-39	\$	5.83	\$	9.45	\$	6.80	\$	11.19
40-44	\$	8.46	\$	13.65	\$	8.85	\$	14.75
45-49	\$	12.06	\$	19.09	\$	11.60	\$	19.94
50-54	\$	16.92	\$	27.01	\$	15.26	\$	25.84
55-59	\$	21.41	\$	35.33	\$	19.04	\$	32.30
60-64	\$	25.79	\$	43.97	\$	22.29	\$	37.97

Children rate (one rate for all children): \$ 3.25

Full Plan

<u>Issue Age</u>		<u>MNS</u>		<u>MSM</u>		<u>FNS</u>		<u>FSM</u>
20-24	\$	2.33	\$	3.32	\$	3.60	\$	5.30
25-29	\$	3.16	\$	4.85	\$	4.62	\$	7.07
30-34	\$	4.39	\$	7.38	\$	5.79	\$	9.55
35-39	\$	6.41	\$	10.40	\$	7.48	\$	12.32
40-44	\$	9.31	\$	15.02	\$	9.73	\$	16.22
45-49	\$	13.27	\$	21.00	\$	12.76	\$	21.94
50-54	\$	18.61	\$	29.71	\$	16.79	\$	28.42
55-59	\$	23.55	\$	38.86	\$	20.94	\$	35.53
60-64	\$	28.37	\$	48.37	\$	24.52	\$	41.78

Children rate (one rate for all children): \$ 3.25

Prepared by CP Risk Solutions, LLC

For American Medical and Life Insurance Company
 and its statutory rate filing purposes only

Distribution to any other parties is not permitted and is unlawful

www.cprisksolutions.com

10/31/2011

American Medical and Life Insurance Company

Form AMLI GP CI 2011 - CERT
Rate Sheet AMLI GP CI 2011 - RATE
Annual Rates per \$1,000 of Coverage

Premium Calculation

Primary Insured	
Rate per \$1,000	(a)
Benefit Amount	(b)
Total	(c) = (a) * (b)
Spouse (when applicable)	
Rate per \$1,000	(d)
Benefit Amount	(e)
Total	(f) = (d) * (e)
Children (when applicable)	
Rate per \$1,000	(g)
Benefit Amount	(h)
Total	(i) = (g) * (h)
Total Annual Premium	(j) = (c) + (f) + (i)
Total Premium for Payment Mode Selected	
Annual Payment Frequency	(k) = (1, 2, 4, or 12)
Total Modal Premium	(l) = round((j) / (k),2)

SERFF Tracking Number: ICCI-127890519 State: Arkansas
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 TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness
 Limited Benefit
 Product Name: AMLI GP CI 2011-POL TX
 Project Name/Number: AMLI GP CI 2011-POL TX/AMLI GP CI 2011-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 CI.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: IAB bylaws and articles of incorporation	Disapproved	01/30/2012
Comments:		
Attachments: 1 c Current Association By Laws 07.01.10.pdf 1 a IAB Articles of Incorporation.pdf		

	Item Status:	Status Date:

SERFF Tracking Number: ICCI-127890519 State: Arkansas
Filing Company: American Medical and Life Insurance Company State Tracking Number: 50458
Company Tracking Number: AMLI GP CI 2011-POL TX
TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness
Limited Benefit
Product Name: AMLI GP CI 2011-POL TX
Project Name/Number: AMLI GP CI 2011-POL TX/AMLI GP CI 2011-POL TX
Satisfied - Item: NWHC bylaws and articles of Disapproved 01/30/2012
incorporation

Comments:

Attachments:

Articles_Amended_Name&Purpose_NWHA_070110_Stamped.pdf
ArticlesOfIncorporation_NWHA_040596_Stamped.pdf
NBA BYLAWS 05-01-04 signed.pdf

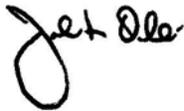
**Certificate of Compliance with
Arkansas Rule and Regulation 19**

Insurer: American Medical and Life Insurance Company

Form Number(s):

Group Critical Illness Policy – AMLI GP CI 2011 POL TX
Certificate of Insurance – AMLI GP CI 2011-CERT TX
Schedule – AMLI GP CI 2011-SCHED TX
Group Application – AMLI GP CI 2011 APP TX
Enrollment form – AMLI GP CI 2011-ENRL TX
Amendatory Endorsement – GP CI 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,

BYLAWS

INDEPENDENT ASSOCIATION OF BUSINESSES

BYLAWS

INDEPENDENT ASSOCIATION OF BUSINESSES

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BYLAWS

INDEPENDENT ASSOCIATION OF BUSINESSES

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BYLAWS

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INDEPENDENT ASSOCIATION OF BUSINESSES

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BYLAWS

INDEPENDENT ASSOCIATION OF BUSINESSES

ARTICLE 1 PURPOSES AND POWERS

1.01 PURPOSES. This corporation is organized and shall be administered and operated exclusively to receive, administer, and expend funds to promote the common business interests of, and improve business conditions among, self-employed individuals, and small business owners.

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 provision of a forum for members so that they may discuss the broad range of needs of small businesses and self-employed individuals; (d) the creation and publication of a compendium of current proposed state medical/insurance and other legislation favorable to small businesses and uninsured persons; (e) the provision of publications describing the corporation's position on various state and federal laws dealing with small business owners and the self-employed, and the ability of these individuals to purchase affordable services such as health care, labor, and insurance; and (f) 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 that is organized under the District of Columbia Non-Profit Corporation Act, 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 District of Columbia shall be at such place as the Board of Directors from time to time may designate by duly adopted resolution. The corporation may also have an office or offices at such other place or places within or without the District of Columbia 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 the District of Columbia 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 the District of Columbia 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 Department of Consumer and Regulatory Affairs.

2.03 REGISTERED AGENT. The corporation shall have and continuously maintain in the District of Columbia a registered agent, which agent may be an individual resident in the District of Columbia 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 the District of Columbia 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 Department of Consumer and Regulatory Affairs 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 Department of Consumer and Regulatory Affairs, 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 Department of Regulatory Affairs; and such statement of resignation, or discontinuance of registered office, shall be effective on the earlier of the filing by the corporation of an amendment to the 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 was filed.

ARTICLE 3 **MEMBERSHIP**

3.01 QUALIFICATION. Membership in the Association shall be open to any individual who is self-employed, is a small business owner, or is interested in the legal, business or other issues of independent business owners. A member must also meet the qualifications of any class of membership as may be set out in these bylaws or by the corporation's Board of Directors. 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.

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 an amount 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. The designation of a class of members and the

qualifications and rights of the members of each class may be changed 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 active member shall have voting rights and shall be entitled to one vote.

3.07 TERMINATION OF MEMBERSHIP. Membership in the corporation terminates upon the death of a member. A member shall be automatically ineligible for membership and shall lose 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 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 this Association is not transferable or assignable.

3.11 DUES. The Board of Directors shall from time to time determine the application or activation fees and amount of dues payable to the corporation by its members, classes of

members or division 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 or business may only apply for 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 obligation 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 District of Columbia, 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 on the 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 register 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, secretary, Board of Directors or by members having not less than one-tenth (1/10th) of the votes entitled to be cast at such meeting. Business transacted at a special meeting shall be confined to the purposes in the notice of the meeting.

4.04 NOTICE OF MEETINGS. The corporation shall 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.

4.05 QUORUM. The members of the corporation holding one hundred (100) 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 any time 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. MEETINGS 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 Department of Consumer and Regulatory Affairs.

ARTICLE 5 **BOARD OF 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, AND 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 the members by way of 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 QUALIFICATION 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 of America, 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%) of the annual and special meetings of the Board of Directors.

5.04 CHANGE IN NUMBERS. 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 MEETING. 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 Department of Consumer and Regulatory Affairs.

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 duly adopted by 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 a director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation there for. 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 Records Book of the corporation.

5.15 CONFLICT 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 directors 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 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 the laws of the District of Columbia, 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 Association.

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 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 shall be the chief operating 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 operation 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 administrations 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 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 bylaws 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 bylaws, 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 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 government 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 shall 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 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 upon 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 MEMBERSHIP COMMITTEE. The Board of Directors, by resolution duly adopted by a majority of the directors in office, may also designate a membership committee consisting of the president of the corporation and at least two (2) other persons who are elected by the Board of Directors. The membership 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 membership 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 such member of such a 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 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 the 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 appointment 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 SUCH 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 interest 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 directors 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, venture, 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 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 (g) 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 fully 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 there for against any person or organization, and the director or officer shall execute and deliver all instruments and papers and do whatsoever 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 or 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 premium 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 purpose.

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) or Section 501(c)(6) 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 Association shall keep correct and complete books and records of accounts and shall also keep minutes of 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 District of Columbia.

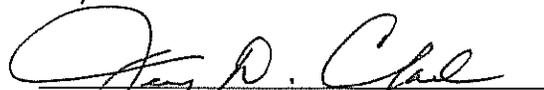
12.08 CONSTRUCTION. The gender of all words used in these bylaws includes the masculine, feminine, and neuter. Headings of all articles and sections are for reference purposes only and shall not constitute substantive matter to be considered in construing the terms of these bylaws.

12.09 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 PRESIDENT

The undersigned, being the duly elected President 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 15th day of July, 2010.



Jerry D. Clark
President

Independent Association of Businesses

**ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF**

INTERNATIONAL ASSOCIATION OF BENEFITS

To: Department of Consumer and Regulatory Affairs
Washington, DC

Pursuant to the provisions of the District of Columbia Non-Profit Corporation Act, the undersigned adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is:

International Association of Benefits

SECOND: The following amendments of the Articles of Incorporation were adopted by the Corporation in the manner prescribed by the District of Columbia Non-Profit Corporation Act:

Article FIRST shall be amended in its entirety to state:

FIRST: The name of the Corporation is: Independent Association of Businesses.

Article THIRD shall be amended in its entirety to state:

THIRD: This corporation is organized and shall be administered and operated exclusively to receive, administer, and expend funds for the following purposes:

(1) To promote the general advancement of small business owners, particularly those small businesses that are independently owned by self-employed individuals;

(2) To encourage the most efficient and effective organization and administration of small businesses;

(3) To promote public understanding of the role of small businesses and self-employed individuals play in the economy;

(4) To act as a clearinghouse for the dissemination of pertinent data relating to all aspects of small businesses, self-employed individuals, and to establish appropriate material and publications for such purpose;

(5) To conduct, independently or in cooperation with others, seminars, conferences, courses, and research projects as relating to small businesses and self-employed individuals;

(6) To analyze legislation pending in Congress or the state legislature that may affect small business owners, publish the results of such analysis, and endorse and support such legislation as may benefit small business owners;

(7) To engage in any and all lawful activities incidental to the foregoing purposes except as restricted herein.

In order to accomplish the foregoing purposes, and for no other purpose or purposes, this corporation shall have the powers granted by nonprofit corporations by the District of Columbia Nonprofit Corporation Act [D.C. Code, 2001 Edition, Title 29, Chapter 3], and may do all other acts necessary or expedient for the administration of the affairs and attainment of the purposes of this corporation; provided, however, that this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this corporation.

Article EIGHTH shall be amended in its entirety to state:

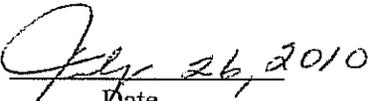
EIGHTH: Notwithstanding any other provision of these Articles, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(6) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

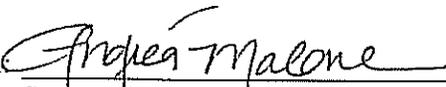
Article NINTH shall be amended in its entirety to state:

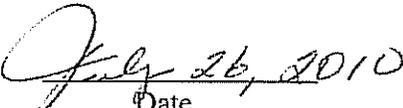
NINTH: Upon the dissolution of the corporation or the winding up of its affairs, the assets of the corporation shall be distributed exclusively for the common business interests of its members or to organizations which are then exempt from Federal tax under Section 501(c)(3) or Section 501(c)(6) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

THIRD: The amendment was adopted at a meeting of members held on June 8, 2010 at which a quorum was present, and the amendment received at least two-thirds of the votes which members present or represented by proxy at such meeting were entitled to cast.

By: 
President


Date

Attest: 
Secretary


Date

AD487 823681
GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS



C E R T I F I C A T E

THIS IS TO CERTIFY that all applicable provisions of the District of Columbia Nonprofit Corporation Act have been complied with and accordingly, this *CERTIFICATE OF AMENDMENT* is hereby issued to:

INTERNATIONAL ASSOCIATION OF BUSINESSES

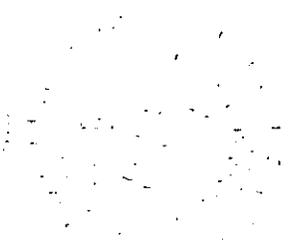
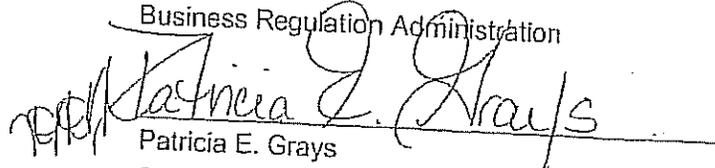
Name Changed To

INTERNATIONAL ASSOCIATION OF BENEFITS

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of the 16th day of December, 2003.

David Clark
DIRECTOR

John T. Drann
Acting Administrator
Business Regulation Administration



Patricia E. Grays
Superintendent of Corporations
Corporations Division

Anthony A. Williams
Mayor

823681

ARTICLES OF AMENDMENT TO
ARTICLES OF INCORPORATION
OF

INTERNATIONAL ASSOCIATION OF BUSINESSES

TO:
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUSINESS AND PROFESSIONAL LICENSING ADMINISTRATION
CORPORATIONS DIVISION
941 NORTH CAPITOL STREET, N.E.
WASHINGTON, D.C. 20002

Pursuant to the provisions of the District of Columbia Non-Profit Corporation Act, the undersigned adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is: International Association of Businesses.

SECOND: The following amendment of the Articles of Incorporation was adopted by the Corporation in the manner prescribed by the District of Columbia Non-Profit Corporation Act:

1. Article FIRST is amended to read as follows:

FIRST: The name of the Corporation is International Association of Benefits

2. Article THIRD is amended to read as follows:

THIRD: The purpose or purposes for which the Association is organized are:

- (1) The fostering and promoting of research concerning the need for and availability of suitable discounted healthcare and related benefits and services to its members.
- (2) The collection and dissemination of statistics and other relevant and reliable information concerning healthcare issues and related matters.
- (3) The location and determination of suitable and appropriate healthcare and related products and services needed and desired by members.
- (4) The making available suitable discounted healthcare and related products and services to members at efficient and reasonable costs.

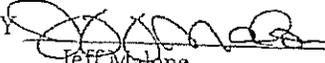
THIRD: The amendment was adopted in the following manner: The amendment was adopted at a meeting of the members held on November 8, 2003 at which a quorum was present, and the amendment received at least two-thirds (2/3's) of the votes which members present or represented by proxy at such meeting were entitled to cast.

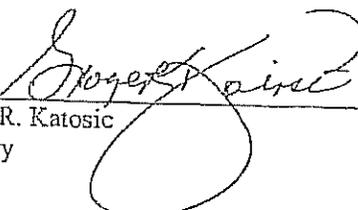
DEC 7-6-2003

Date: December 5, 2003

International Association of Businesses

Corporate Name

BY 
Jeff Malone
President

ATTEST: 
George R. Katosic
Secretary

RECEIVED
DECEMBER 11 2003
11 11 AM '03
INTERNATIONAL ASSOCIATION OF BUSINESSES
1000 BROADWAY
NEW YORK, NY 10018
TEL: 212 512 1000
FAX: 212 512 1001
WWW: WWW.IABUSINESS.ORG

823681

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUSINESS REGULATION ADMINISTRATION



C E R T I F I C A T E

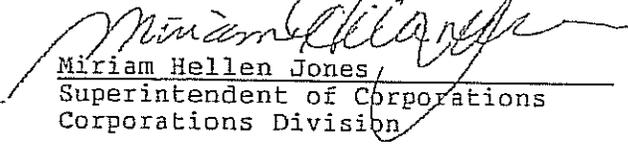
THIS IS TO CERTIFY that all applicable provisions of the DISTRICT OF COLUMBIA NONPROFIT CORPORATION ACT have been complied with and accordingly, this CERTIFICATE of Amendment is hereby issued to FAMILY SECURITY COALITION

Name Changed To:
INTERNATIONAL ASSOCIATION OF BUSINESSES

as of July 30th, 1987.

Donald G. Murray
Director

Henry C. Lee, III
Acting Administrator
Business Regulation Administration


Miriam Hellen Jones
Superintendent of Corporations
Corporations Division

Marion Barry, Jr.
Mayor

ARTICLES OF AMENDMENT

TO THE
ARTICLES OF INCORPORATION
OF
FAMILY SECURITY COALITION

FILED
JUL 30 1987
BY: *[Signature]*

TO: The Department of Consumer and Regulatory Affairs
Washington, D.C.

Pursuant to the provisions of the District of Columbia Non-Profit Corporation Act, the undersigned adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is Family Security Coalition.

SECOND: The following amendment of the Articles of Incorporation was adopted by the corporation in the manner prescribed by the District of Columbia Non-Profit Corporation Act.

Article FIRST is amended to read as follows:

FIRST: The name of this corporation is International Association of Businesses.

Article THIRD is amended to read as follows:

THIRD: The specific and primary purposes for which this corporation is formed and for which it shall be administered and operated are to receive, administer and expend funds in connection with the following:

1. To foster and promote research concerning business needs and the social aspects of conducting business in the United States and abroad.
2. To advocate and promote the international aspects of business among commercial enterprises in the United States;
3. To collect and disseminate statistics and other information concerning businesses both in the United States and abroad;
4. To promote the common welfare and business interests of all those interested in international business.

FOURTH: The amendment was adopted in the following manner:

The amendment was adopted at a meeting of the Board of Directors held on July 27, 1987, and received the vote of a majority of the Directors in office, there being no members having voting rights in respect thereof.

DATE: July 27, 1987.

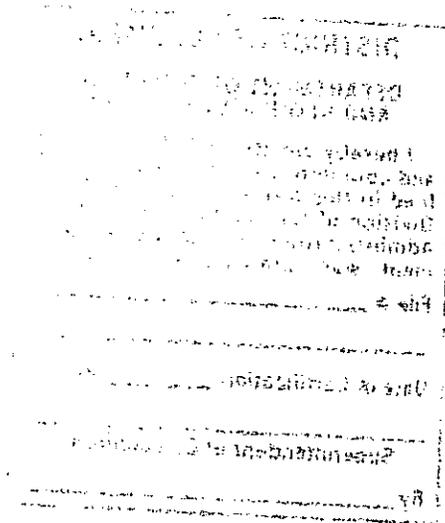
INTERNATIONAL ASSOCIATION OF
BUSINESSES

[SEAL]

By: *F. M. Daily*
President

Attest:

J. P. Davis
Secretary



823681

OFFICE OF RECORDER OF DEEDS, D. C.

1483

Corporation Division
515 D Streets, N. W.
Washington, D. C. 20001

CERTIFICATE

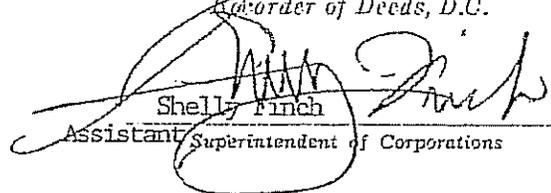
THIS IS TO CERTIFY that all provisions of the District of Columbia Non-profit Corporation Act have been complied with and ACCORDINGLY this Certificate of Incorporation

is hereby issued to the FAMILY SECURITY COALITION

as of the date hereinafter mentioned.

Date August 9, 1982

MARGUERITE C. STORES
Recorder of Deeds, D.C.


Shelly Finch
Assistant Superintendent of Corporations

ARTICLES OF INCORPORATION

OF

FAMILY SECURITY COALITION

FILING FEE
INDEXING FEE

10.00
2.00
12.00

To: The Recorder of Deeds of the District of Columbia,
Washington, D.C.

We, the undersigned, being natural persons of the age of 21 years or more, acting as incorporators of a corporation, do hereby adopt the following Articles of Incorporation for such corporation pursuant to the District of Columbia Nonprofit Corporation Act.

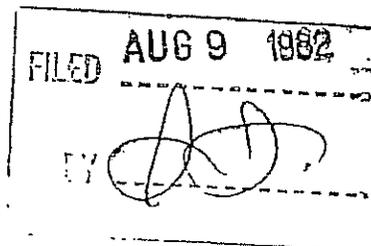
FIRST: The name of the corporation is:

FAMILY SECURITY COALITION.

SECOND: The period of duration is perpetual.

THIRD: The specific and primary purposes for which this corporation is formed and for which it shall be exclusively administered and operated are to receive, administer and expend funds for charitable and educational purposes in connection with the following:

1. To study family security programs in the United States, including the Social Security System and credible alternatives, and to publish the results of such study;
2. To promote public awareness and interest in family security;
3. To advocate changes in United States approaches to family security where such changes appear appropriate;
4. To engage in nonpartisan research, study and analysis, for the benefit of the general public on those questions affecting the public interest with respect to both the public and private sectors, and to publish the results of such study.
5. To prepare educational materials and conduct educational activities in support of the general purposes of the corporation;



6. To conduct and sponsor forums, lectures, debates and similar programs;

7. To assist other charitable, educational and social welfare organizations in the conduct of similar activities;

8. To establish in the main office or elsewhere all departments and activities necessary to carry out the purposes of the corporation;

9. To engage in any and all lawful activities incidental to the foregoing purposes except as restricted herein.

In order to accomplish the foregoing charitable and educational purposes, and for no other purpose or purposes, this corporation shall also have the power to:

(a) sue and be sued;

(b) make contracts;

(c) receive property by devise or bequest, subject to the laws regulating the transfer of property by will, and otherwise acquire and hold all property, real or personal, including shares of stock, bonds and securities of other corporations;

(d) act as trustee under any trust whose objects are related to the principal objects of the corporation, and to receive, hold, administer and expend funds and property subject to such trust;

(e) convey, exchange, lease, mortgage, encumber, transfer upon trust or otherwise dispose of all property, real or personal;

(f) borrow money, contract debts and issue bonds, notes, and debentures, and secure the payment of any performance of its obligations; and

(g) do all other acts necessary or expedient for the administration of the affairs and attainment of the purposes of the corporation;

provided, however, that this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this corporation.

FOURTH: The corporation shall have such members as determined by the Board of Directors as set forth in the bylaws.

FIFTH: No part of the net income of the corporation shall inure to the benefit of or be distributable to its trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make payments and distributions in furtherance of the purposes and objects set forth in Article THIRD hereof.

SIXTH: The business of the corporation shall be carried on through its Board of Directors; the manner of their election or appointment, other than the initial Board of Directors provided for herein, shall be as provided in the bylaws. The bylaws and other documents of the corporation may refer to the Board of Directors as the Board of Trustees.

SEVENTH: The private property of the incorporators, directors, and officers, shall not be subject to the payment of corporate debts to any extent whatever; in furtherance and not in limitation of the powers conferred by statute, the corporation is expressly authorized to carry on its business and to hold annual or special meetings of its Board of Directors in any of the states, territories or possessions of the United States, or the District of Columbia.

EIGHTH: Notwithstanding any other provision of these Articles, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(4) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws.

NINTH: Upon the dissolution of the corporation or the winding up of its affairs, the assets of the corporation shall be distributed exclusively for charitable, religious, scientific, testing for public safety, literary or educational purposes to organizations which are then exempt from Federal Tax under Section 501(c)(3) or Section 501(c)(4) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws.

TENTH: The address, including the street and number of its initial registered office is: 1747 Pennsylvania Avenue, N.W., Washington, D.C. 20006, and the name of its initial registered agent is Alan P. Dye.

ELEVENTH: The corporation reserves the right to amend, change or repeal any provision contained in these Articles of Incorporation or to merge or consolidate this corporation with any other nonprofit corporation in the manner now or hereafter prescribed by statute, provided, however, that any such action shall be calculated exclusively to carry out the objects and purposes for which the corporation is formed, and all rights herein conferred or granted shall be subject to this reservation.

TWELFTH: The number of directors constituting the initial Board of Directors is three, but the number of directors may be increased or decreased in the manner set forth in the Bylaws, provided that the number shall not be less than three. The names and addresses, including street and number, of the persons who are to serve as the initial directors are:

<u>NAME:</u>	<u>ADDRESS:</u>
James M. Wootton	421 4th Street, S.E. Washington, D.C. 20003
John S. Danell	205 East High Street Charlottesville, Virginia 22901
Brian V. Donato	500 Court Square Charlottesville, Virginia 22901

THIRTEENTH: The name and address, including street and number of each incorporator is:

<u>NAME:</u>	<u>ADDRESS:</u>
Arthur L. Herold	1747 Pennsylvania Avenue, N.W. Washington, D.C. 20006
C. Michael Deese	1747 Pennsylvania Avenue, N.W. Washington, D.C. 20006
John W. Hazard	1747 Pennsylvania Avenue, N.W. Washington, D.C. 20006

Dated: Aug 6, 1982

Arthur L. Herold

C. Michael Deese

John W. Hazard

(Incorporators)

District of Columbia) ss:

I, Jane L. Horsley, a Notary Public, hereby certify that on the 6 day of Aug., 1982, personally appeared before me Arthur L. Herold, J Michael Deese, and John W. Hazard, who signed the foregoing document as incorporators, and declared that the statements contained therein are true.

Jane L. Horsley
Notary Public

My commission expires: 4-14-86

NOTARY PUBLIC
STATE OF MARYLAND
JANE L. HORSLEY
1111 14th St. N.W.
Washington, D.C. 20005
My Commission Expires 4/14/86

<p>Form 424 (Revised 12/09)</p> <p>Submit in duplicate to: Secretary of State P.O. Box 13697 Austin, TX 78711-3697 512 463-5555 FAX: 512/463-5709 Filing Fee: See instructions</p>	 Certificate of Amendment	<p>This space reserved for office use.</p> <p style="text-align: center;">FILED In the Office of the Secretary of State of Texas JUL 01 2010</p> <p style="text-align: center;">Corporations Section</p>
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Entity Information

The name of the filing entity is:

NationalWay Healthcare Association

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- | | |
|---|---|
| <input type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Professional Corporation |
| <input checked="" type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Professional Limited Liability Company |
| <input type="checkbox"/> Cooperative Association | <input type="checkbox"/> Professional Association |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership |

The file number issued to the filing entity by the secretary of state is: 0139537801

The date of formation of the entity is: 04/05/1996

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

NationalWay

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The registered agent is an individual resident of the state whose name is:

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
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The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

<i>Street Address (No P.O. Box)</i>	<i>City</i>	<i>TX</i>	<i>State</i> <i>Zip Code</i>
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3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

Add each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

Alter each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:
See Attached Articles of Amendment to Articles of Incorporation of NationalWay Healthcare Association

Delete each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

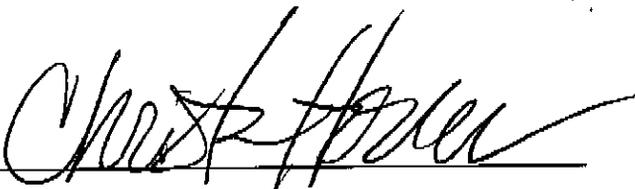
- A. This document becomes effective when the document is filed by the secretary of state.
- B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 07/01/2010

By: 

Signature of authorized person

Christa Hoover
Printed or typed name of authorized person (see instructions)

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
NATIONALWAY HEALTHCARE ASSOCIATION**

Secretary of State File No. 0139537801

Pursuant to Art. 1396 - 4.01 through 4.05 of the Texas Non-Profit Corporation Act, 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: **NationalWay Healthcare Association.**

SECOND: The following amendments of the Articles of Incorporation was adapted by the corporation in the manner prescribed by the Texas Non-Profit Corporation Act:

1. ARTICLE FIRST is amended to read as follows:

**ARTICLE FIRST.
NAME OF CORPORATION**

The name of the corporation is: **NationalWay.**

2. ARTICLE FOUR is amended to read as follows:

**ARTICLE FOUR.
PURPOSES**

Purposes. The corporation is organized exclusively for charitable, religious, educational or scientific purposes including (a) the fostering and promoting of education and research concerning the advantages and availability of suitable lifestyle, consumer, health related, non-health related and other assistive, protective, and other benefit and service programs as allowed by law; (b) the collection and dissemination of statistics and other relevant and reliable information, facts and data concerning the stated benefits, issues and other related mailers; (c) the location and determination of suitable and appropriate benefits of the nature of lifestyle, consumer, health related and non-health related 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.

3. CREATION OF TRADE / INSTIUTIONAL / CORPORATE CATEGORIES

Be it Be it RESOLVED, that the association hereby authorizes creation of CREATION OF TRADE / INSTIUTIONAL / CORPORATE CATEGORIES

by two classes of workers residing in the United States as shown below. It is further recognized that this class of association members may be offered member benefits that may have greater, lesser or unique benefit structures from the members in the general association or other CREATION OF TRADE / INSTIUTIONAL / CORPORATE CATEGORIES.

(A) Members: Categories, Classes, Qualifications, Rights:

a. Categories

1. **Trade Group/Association** - Industries include, but are not limited to; Industries as identified by SIC Codes as published by U.S. government agencies)
2. **Business firm, partnership, corporation or other entity member** – Those whose activities in relation to the entity who are their eligible employees who are actively at work performing all the normal duties of their job at their normal place of business.
3. **Franchise Members** (a business or group of businesses authorized to distribute a franchisor's services, goods and brand pursuant to a contractual franchise agreement).
4. **Affinity Organizations** - Those organizations that have been created to indentify members with a commonality of purpose or interest.

b. Classes - The Members of each Class of CREATION OF TRADE / INSTIUTIONAL / CORPORATE CATEGORIES shall be divided into two classes: Association Members and Associate Members.

1. **Association Member** – Members involved in the above created classification member is defined as any firm or corporation who is engaged in the employment of hourly waged workers' and independent contractors or sole proprietor.

2. **Associate Member** - Associate members are entities or individuals that supply goods or services to Association Members of the same categories created above or are otherwise interested in furthering the mission of the Association.

c. Qualifications. The qualifications for CREATION OF TRADE / INSTIUTIONAL / CORPORATE CATEGORIES membership shall be as follows:

(a) The intent of membership is to promote the objectives of the organization without requiring a member in each classification to necessarily contribute to all issues of the objectives.

(b) To be eligible for membership in any class, or for retention of membership in any class, a person must:

1. Demonstrate that a proportionately fair share of the member's time is spent in activities related to their particular endeavor supplying goods or services or otherwise participating in their class.
2. Demonstrate that his/her interest in membership is in support of the stated objectives of the organization.
3. Transfers. The Board of Directors shall transfer from one class of membership to another, or may remove from membership, any person whose qualifications change as to warrant such action.

d. Rights.

- i. Privileges - Members and associate members shall have all the rights and privileges of the Corporation accorded to them by statute in the Articles of Incorporation and the Bylaws.
- ii. Voting Rights - Each Association Member shall have the same voting privileges as provided in them by statute in the Articles of Incorporation and in the Bylaws. Each Associate member shall have no voting or officer privileges.

THIRD: The board of directors 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 June 24, 2010 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 or by proxy were entitled to cast.

NationalWay
f/k/a NationalWay Healthcare Association

By: Christa Hoover
Christa Hoover, Secretary

**ARTICLES OF INCORPORATION
OF
NATIONWIDE BENEFITS ASSOCIATION
(A Non-Profit Corporation)**

FILED
in the Office of the
Secretary of State of Texas
APR 05 1996
CORPORATIONS SECTION

ARTICLE ONE

The name of the Corporation is **NATIONWIDE BENEFITS ASSOCIATION.**

ARTICLE TWO

The Corporation is a non-profit corporation.

ARTICLE THREE

The period of its duration is perpetual.

ARTICLE FOUR

The Corporation is organized exclusively for charitable, religious, educational, or scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, including, but not limited to, providing educational scholarships for association members and their children and providing funds to assist other non-profit groups involved in medical research. The association will be made up of dues paying members who receive other association benefits.

ARTICLE FIVE

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

Lawyer's Aid Service, Inc.
408 West 17th Street, Suite 101
Austin, Texas 78701

ARTICLE SIX

The number of initial Directors is five. The names and addresses of the initial directors are:

Mustafa Tameez
4444 Westheimer #206
Houston, Texas 77027

Mahmoud (Mike) Rabie
10502 McAfee Court
Houston, Texas 77031

Lester Eugene Cope
8590 Ariel Street
Houston, Texas 77074

Jaren Current
1900 First Street #2080
Humble, Texas 77338

Jerry A. Bush
4901 Del Rio Court
Grandbury, Texas 76049

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 (a) by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding provisions of any future Federal Tax Code, or (b) by a corporation, contributions to which are deductible under Section 170 (c)(2) of the Internal Revenue Code, or the corresponding section of any future Federal Tax Code.

ARTICLE NINE

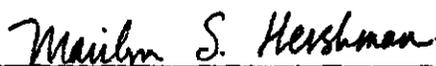
Upon the Dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal Tax Code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principle office of the Corporation is then located, exclusively for such purposes or to such organization(s), as said Court shall determine, which are organized and operated 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 5th day of April, 1996.



Marilyn S. Hershman, Incorporator

BYLAWS

NATIONWIDE BENEFITS ASSOCIATION

ARTICLE 1 PURPOSES AND POWERS

1.01 **PURPOSES.** The Association is organized exclusively for charitable, religious, educational, or scientific purposes including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, including, but not limited to, providing educational scholarships for association members and their children and providing funds to assist other non-profit groups involved in medical research. The Association will be made up of dues paying members who receive other Association benefits.

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

Notwithstanding any other provision of these Bylaws, the Association shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding provisions of any future Federal Tax Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future Federal Tax Code.

1.02 **POWERS.** The Association shall possess all powers which a corporation may have that is organized under the Texas General Nonprofit Corporation Act, as the same from time to time may be amended, with the aforesaid purposes for which the Association is organized.

ARTICLE 2 OFFICES AND AGENT

2.01 **PRINCIPAL OFFICE.** The principal office of the Association in Texas shall be located at such place as the board of directors from time to time may designate by duly adopted resolution. In addition, the Association may maintain other offices either within or without Texas as its business so requires.

2.02 **REGISTERED OFFICE.** The registered office of the Association may, 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 Association. Such office will be continuously maintained within Texas for the duration of this Association. 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 **SELECTION OF REGISTERED AGENT.** The registered office of the Association may be either an individual, resident in Texas, or a domestic or foreign corporation, authorized to act as such

agent. This Association in Texas will continuously maintain such an agent. A new registered agent may be appointed if the registered office of such agent becomes vacant for any reason or such agent becomes disqualified or incapacitated to act, or if the Association through the board of directors revokes the appointment of such agent by duly adopted resolution. The new appointment will be made by duly adopted resolution of the board of directors and submission of the appropriate forms to the Office of the Secretary of State. Such registered agent shall be recognized as an agent of the Association on whom any process, notice or demand required or permitted by law to be served on a corporation may be served.

2.04 RESIGNATION OF REGISTERED AGENT. The Association 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 registered office, as sent to the Office of the Secretary of State, such copy to be delivered or sent to the Association registered or certified mail, addressed to the Principal Office of the Association and directed to the attention of the secretary of the Association. 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 registered office, shall be effective on the earlier of the filing by the Association 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 was filed.

ARTICLE 3 **MEMBERSHIP**

3.01 QUALIFICATION. Membership in the Association shall be open to those persons who subscribe to the purposes of the Association as set forth above in Section 1.01. In addition, membership may be open to the immediate family of any person who becomes a member of the Association. The term "immediate family" as used herein shall be defined to mean spouse, children under age nineteen (19) and dependent children up to twenty-three (23) years of age.

3.02 APPLICATION AND ADMISSION. Application for membership shall be made in writing or via the internet and shall contain such information as the Association may require. Each application shall be accompanied by an initiation fee and monthly dues in an amount determined pursuant to Section 3.09 of these Bylaws. If an application for membership is not granted, the monthly dues shall be refunded to the applicant.

3.03 MEMBERS. 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 entitled to all of the rights, privileges and benefits provided to such members as so determined by the Association. The membership of a member may be terminated by the Association in the manner provided by Section 3.05 of these Bylaws. The board of directors may at any time designate other classes of members.

3.04 VOTING RIGHTS. Members shall have voting rights as specifically set forth in these Bylaws.

3.05 TERMINATION OF MEMBERSHIP. Membership in the Association terminates upon the death of a member. Furthermore a member shall be automatically terminated without notice from membership in the Association without notice for nonpayment of dues in a timely manner as set forth in Sections 3.03 above.

3.06 RESIGNATION. Any member or his duly authorized attorney-in-fact may resign, 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 Association.

3.07 REINSTATEMENT. The Association may reinstate a former member to membership in the Association upon such terms, as the Association may deem appropriate.

3.08 TRANSFER OF MEMBERSHIP. Membership in this Association is not transferable or assignable.

3.09 DUES. The board of directors shall from time to time determine the initiation fee and amount of dues payable to the Association by its members.

3.10 PAYMENT OF DUES. Dues shall be payable monthly or annually or in such other manner as the Association may so determine.

ARTICLE 4 **MEETINGS OF MEMBERS**

4.01 ANNUAL MEETING. An annual meeting of the members of the Association or their duly chosen representatives shall be held for the purpose of electing directors of the Association. The time for the annual meeting shall be 5:00 p.m. and the date and place for such annual meeting shall be the same as that of the annual meeting of the board of directors. Should any such day in any year constitute a legal holiday for all businesses in Texas, then the meeting will be held the next regular business day. This provision of the Bylaws constitutes notice to all members of annual meetings for all years and instances, and no further notice, written or otherwise, shall be required although such notice may be given. Failure to hold any annual meeting of the members of the Association shall not result in dissolution of the Association nor otherwise affect valid Association acts. The board of directors may change the date, time and location of any annual meeting at any time.

4.02 SPECIAL MEETINGS. Special meetings of members of the Association may be called by the president, secretary, board of directors or by members having not less than one-twentieth (1/20) of the votes entitled to be cast at such meeting.

4.03 PURPOSE FOR MEETINGS. The purpose for an annual or special meeting of the members of the Association is for the election of directors of the Association and/or any other business in the purview of the members.

4.04 PLACE OF MEETINGS. The place of meetings of members of the Association shall be at the administrative office of the Association, or, if additional space be required, at a suitable location nearby. Said meetings may also be held at any other place or places as the Association may designate.

4.05 NOTICE OF MEETINGS. If any written or printed notice stating the place, day and hour of any annual or special meeting of the members is given, it shall be delivered, either personally or by mail [including electronic mail (e-mail)], to each member, or to each member's proxy as set forth in Section 4.08 below, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the president, or secretary, or the officers or persons calling the meeting. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States Mail addressed to the member at his address, or to the member's proxy at his address, as it

appears on the records of the Association, with postage thereon prepaid. If e-mailed, the notice of a meeting shall be deemed delivered when sent to the e-mail address of the member or to the member's proxy at his e-mail address, as they so appear on the records of the Association.

4.06 QUORUM. One hundred (100) members of the Association, represented in person or by proxy, shall constitute a quorum for the election of directors at any meeting of the members. 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 or by proxy, 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 in person or by proxy. 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 meeting as originally notified. In addition, if a quorum is present at any meeting of the members, upon the affirmative vote of at least ten (10) members present and entitled to vote thereat, the meeting shall be adjourned for a period of thirty (30) days, without notice other than announcement at the meeting and at such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

4.07 MANNER OF ACTING. The act of a majority of the members present at any regular or special meeting shall constitute the act of the members.

4.08 INFORMAL ACTION BY MEMBERS. Upon approval by the directors, any action required to be taken at a meeting of the members of the Association or any other action which may be taken at a meeting, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by a majority of the members, or the members' proxies, with respect to the subject matter thereof. The election of directors of the Association may be taken without a meeting if consent is in writing, setting forth the action so taken, shall be signed by the majority of members entitled to vote thereon, or the members' proxies, with respect to the election of directors.

4.09 PROXIES BY MEMBERS. A member of the Association may, at any time, give his written proxy to any director or officer of the Association, for purposes of voting at any meetings of the members, or consenting in writing to any action required to be taken at such meetings, or receiving notice of any said meetings. However, such members can revoke this proxy in writing at anytime by sending it to the Association. Any person who becomes a member shall execute an appropriate written proxy if such person desires to have any director or officer of the Association receive notice of and vote and act on said member's behalf in regard to any such meetings of the members. No proxy may be used for voting purposes unless the original of the proxy is filed with the secretary of the Association at least ten (10) days before the meeting at which it is to be used.

4.10 VOTING. When a quorum of members is present in person and/or by proxy at any meeting, the vote of the majority of members present and/or by proxy shall decide any questions brought before such meeting, unless the question is one upon which, by express provision of law or of the Association's Articles of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

4.11 MATTERS RESERVED TO MEMBERSHIP VOTE. The following matters shall be authorized only upon a vote by the members or their proxies at a meeting called to consider such matter; an amendment to the Association's Articles of Incorporation; and any other matter required by law or which the board of directors, in its sole discretion, by resolution shall commit to a vote of the members.

ARTICLE 5
BOARD OF DIRECTORS

5.01 **GENERAL POWERS.** The business and affairs of the Association and all corporate powers shall be managed by or under the direction of the board of directors.

5.02 **NUMBER, TENURE, AND ELECTION.** The board of directors shall consist of three (3) or more directors, but no more than nine (9) directors and 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 be eligible for reelection. Directors shall be elected by a majority vote of the members of the Association, or by the members' proxies. Such election of directors may be conducted by mail. Each director will hold office for the term for which elected and until a successor has been elected and qualified or until his earlier death, resignation or removal.

5.03 **CHANGE IN NUMBERS.** The number of directors may be increased or decreased from time to time by amendment to these Bylaws, 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 the directors of the Association.

5.04 **QUALIFICATION OF DIRECTORS.** The qualification for becoming and remaining a director of this Association are as follows:

- (a) Directors must be residents of any state in the United States of America.
- (b) Directors must be members of the Association.
- (c) Proposed directors must be nominated by existing directors.
- (d) Directors must attend at least seventy-five percent (75%) of the annual and special meetings of the board of directors.

5.05 **ANNUAL MEETINGS.** A regular annual meeting of the board of directors shall be held at 6:00 p.m. on the third Thursday in January each year. Should any such day in any year constitute a legal holiday for all businesses in Texas, then the meeting will be held the next regular business day. This provision of the Bylaws constitutes notice to all directors of annual meetings for all years and instances, and no further notice shall be required although such notice may be given. The Directors may change the date, time and location of any regular annual meeting at any time.

5.06 **SPECIAL MEETINGS.** Special meetings of the board of directors may be called by or at the request of the President or any two (2) directors. All special meetings shall be held at the registered office of the Association unless otherwise agreed upon by the majority of the Board of Directors in attendance at the meeting.

5.07 **NOTICE OF SPECIAL MEETINGS.** Notice of any special meetings of the board of directors and the business to be transacted shall be given at least five (5) days previously thereto by written notice delivered personally, sent by mail or telegram or by facsimile to each director at his address (or facsimile number) as shown by the records of the Association. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any special meeting. The attendance of a director at any special meeting shall constitute a waiver of notice of such meeting, except where a

director attends a special meeting for the express purpose of objecting to the transaction of any business because the special meeting is not lawfully called or convened. The purpose of any special meeting of the board of directors shall be specified in the notice of such meeting.

5.08 PLACE OF MEETING. The place of meeting of the board of directors shall be at the administrative office of the Association, or, if additional space be required, at a suitable location nearby. Said meeting may also be held at any other place or places as the Association may designate.

5.09 QUORUM. A majority of the board of directors will constitute a quorum; provided, that in no event will a quorum consist of less than fifty-one percent (51%) of the entire board. The act of a majority of the directors present at which a quorum is present will be the act of the board of directors unless a greater number is required under the provisions of Texas Nonprofit Corporation Act, the Articles of Incorporation of this Association, or any provision of these Bylaws.

5.10 NOTICE OF MEETING. Whenever by statute or the Articles of Incorporation or these Bylaws, notice is required to be given to directors, and no provision is made as to how the notices shall be given, it shall not be construed to mean personal notice, but any such notice shall be given (a) in writing, by mail, postage prepaid, addressed to the director at the address appearing on the books of the Corporation; or (b) in other manner permitted by law. Any notice 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.

5.11 MEETINGS BY COMMUNICATIONS EQUIPMENT. Directors 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.

5.12 VACANCIES. Vacancies created by the death, resignation or removal of a director may be filled by a majority of the directors then in office though less than a quorum, and each director so chosen shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. A director may be removed at any time, with or without cause, by a vote of a majority of the remaining directors. If there are no directors in office, then an election of directors may be held in the manner provided by law. Newly created directorships shall be filled by the Board of Directors by election at an annual meeting or special meeting called for that purpose, or in any other manner provided by law or as set forth in these Bylaws.

5.13 RESIGNATION OF DIRECTOR. Any director may resign by giving written notice to the president or secretary. The resignation shall take effect at the time specified therein, or immediately if no time is specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.14 COMPENSATION. Directors of the Association may, by resolution duly adopted by the board of directors, be reimbursed for their reasonable expenses (i.e., travel, meals, lodging and entertainment) for attendance at each annual, regular or special meeting of the board, or receive a fixed sum for attendance at each meeting of the board of directors, or receive a stated fee as a director. Nothing herein contained shall be construed to preclude any director from serving the

Association in any other capacity and receiving compensation therefor upon approval by the board of directors.

5.15 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.

5.16 MANNER OF ACTING. 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, except where otherwise provided by law or these Bylaws.

5.17 ACTION BY WRITTEN CONSENT. Any action which is required to be or may be taken at a meeting of the directors, or of any committee of the directors, may be taken without a meeting if consent in writing, setting forth the action so taken are signed by all of the members of the board of directors or of the committee as the case may be. The consents shall have the same force and effect as a unanimous vote at a meeting duly held. The secretary shall file the consents with the minutes or the meetings of the board of directors or of the committee as the case may be.

ARTICLE 6 **OFFICERS**

6.01 OFFICERS. The officers of the Association shall be a president, and may include an executive vice president as well as one or more vice presidents (the number thereof to be determined by the board of directors), a secretary and treasurer, or combination thereof, and such other officers 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 Association as prescribed from time to time by the board of directors or as may be provided in these Bylaws. Any two or more officers may be held by the same person, except for the offices of president and secretary.

6.02 OFFICERS TO BE MEMBERS. Any person serving as an officer of the Association must be a member of the Association.

6.03 ELECTION AND TERM OF OFFICE. The officers of the Association 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 successor shall have been duly elected and shall have qualified.

6.04 VACANCIES AND ASSISTANTS. 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 CHAIRMAN OF THE BOARD OF DIRECTORS. The Chairman of the Board of Directors shall be the chief executive officer of the Association and shall have ultimate supervision and control of the business affairs of the Association. The Chairman shall perform all responsibilities incident to such office and other such responsibilities as may be provided in these Bylaws or as may be prescribed from time to time by the board of directors. The Chairman shall coordinate with and supervise the

activities of the president of the Association. The Chairman may also serve in the capacity of the president of the Association as such may be determined by the board of directors.

6.06 PRESIDENT. The president shall be the chief operating officer of the Association and shall, subject to the control of the board of directors, supervise and control the business affairs of this Association. The president shall 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 Association 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 Association and long range planning. The president shall be an ex-officio member of each directoral committee of the board without vote, except the executive committee on which he shall serve with vote, or, except as otherwise provided for in these Bylaws or through a resolution of the board of directors. He shall present a report at each annual meeting of the board of directors covering the operations of the Association during the preceding fiscal year.

6.07 EXECUTIVE VICE PRESIDENT. In the absence of the president, or in the event of his inability or refusal to act, the executive vice president 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 assistant 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, the executive committee and all committees. With the assistance of committee chairmen, he shall be responsible for administrations 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. He shall be elected or appointed annually by the executive committee.

6.08 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 president 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. The 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.

6.09 TREASURER. The treasurer or assistant treasurer shall have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for monies received by the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article 8 of these Bylaws. The treasurer or assistant treasurer shall prepare and present quarterly a detailed financial statement of the financial affairs of the Association. All of the duties, responsibilities and obligations of the treasurer (or assistant treasurers) may be assigned to a qualified third person or entity by written agreement. However, under such circumstances, the treasurer (or assistant treasurers) shall retain ultimate responsibility for such functions.

6.10 SECRETARY. The secretary or assistant secretary of the Association shall keep the minutes of the meetings of the members and of the board of directors in one or more books provided for that purpose; oversee that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records of the Association; oversee that the seal of the Association, if any, is affixed to all documents, the execution of which on behalf of the Association

under its seal, if any, is duly authorized in accordance with the provisions of these Bylaws; keep or be assigned to a qualified third person or entity by written agreement (retaining ultimate responsibility); 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.

6.11 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 Association would be served. However, such removal shall 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 Association, 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 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 Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the board of directors, or any individual director, of any responsibility imposed upon 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 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 Association 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. There may be a benefits review committee consisting of the president of the Association and at least two (2) other persons who are elected by the board of directors. The benefits review committee shall have the responsibility for locating and reviewing potential benefit programs for the members of the Association, 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 Association 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 shall otherwise provide. The board 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 Association may be designated 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 Association, and the president of the Association 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 Association will be served by such removal. At least one member of each committee shall be a director of the Association. A majority of all the members of such a 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 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 reappointment.

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 appointment 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.

7.09 RULES. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the board of directors.

ARTICLE 8 **CONTRACTS, CHECKS, DEPOSITS, AND FUNDS**

8.01 CONTRACTS. The board of directors may authorize the officers or agents of the Association to enter into contracts or to execute and deliver documents in the name of the and on behalf of the Association. 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 Association to achieve its purpose.

8.02 CHECKS, DRAFTS, AND OTHER SUCH 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 Association shall be signed by such officer or officers, agent or agents, of the Association, and in such manner as shall from time to time be determined by duly adopted resolution of the board of directors. Such instruments shall be signed by the treasurer or an assistant treasurer and countersigned by the president or vice president or executive director of the Association, if any,

unless otherwise 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 Association shall be deposited from time to time to the credit of the Association 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 Association any contributions, gifts, bequests, or devise for the general purpose or for any special purpose of the Association.

8.05 LOANS. The Association 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 Association is reasonably able to repay.

ARTICLE 9 **PARLIAMENTARY PROCEDURES**

Parliamentary procedure for all meetings of members, directors, and any committees shall be conducted in accordance with the latest revised edition of Robert's Rules of Order, unless otherwise inconsistent with these Bylaws or unless otherwise determined by the board of directors.

ARTICLE 10 **MEMBERSHIP CARDS**

10.01 MEMBERSHIP CARDS. The board of directors may provide for the issuance of membership cards evidencing membership in the Association which shall be in such form as may be determined by the Association. Such membership cards shall be issued by the Association.

10.02 ISSUANCE OF MEMBERSHIP CARDS. When a person becomes a member and has paid any initiation fee and dues that may then be required, a membership card may be issued in his or her name and delivered to the member by the Association under the terms and provisions of Section 10.01 of this Article, if the board of directors shall have provided for the issuance of membership cards.

ARTICLE 11 **BOOKS AND RECORDS**

11.01 BOOKS AND RECORDS. The Association shall keep complete and accurate books and records as required of a not-for-profit corporation organized under Texas Nonprofit Corporation Act, and shall also keep minutes of the proceedings of its members, board of directors and directoral committees having any of the authority of the board of directors. Further, the Association shall keep at its administrative or principal office a record of the names and addresses of all of its members. The books and records of the Association may be inspected by any member, or his agent or attorney, for any proper purpose at any reasonable time upon appropriate notice to the secretary of the Association. However, since the membership information of the Association is a valuable and proprietary asset of the Association, such information may not be shown, disclosed, given, sold to, or be copied by, any member or his agent or attorney, or any other person or entity.

11.02 AUDIT. The Association, if so determined by the board of directors, may be audited annually by certified public accountants selected by the board of directors.

ARTICLE 12
DUES

12.01 **INITIATION FEE.** Each member may be required to pay, in addition to applicable dues, the amount of any initiation fee designated by the board of directors as a prerequisite to membership.

12.02 **DUES.** The board of directors may determine from time to time the amount of the dues payable to the Association by members and the manner in which such dues may be payable.

12.03 **PAYMENT OF DUES.** Association dues shall be payable in advance on a (1) annual basis; (2) quarterly; (3) on a monthly basis; or (4) as determined by the board of directors.

ARTICLE 13
FISCAL YEAR

The fiscal year of the Association shall begin the first day of January and end of the last day of December in each year, unless otherwise determined by the board of directors.

ARTICLE 14
SEAL

The board of directors may provide for a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, State of Texas," or words of similar import.

ARTICLE 15
WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of Texas Nonprofit Corporation Act, or under the provisions of the Articles of Incorporation or the Bylaws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE 16
CONSENT

Any action required by law or under the Articles of Incorporation of this Association or these Bylaws, or any action which otherwise may be taken at a meeting of the members, board of directors or any committees may be taken without a meeting if consent in writing setting forth the action so taken is signed by all of the persons entitled to vote with respect to the subject matter of such consent, unless a different number of persons must sign as specifically set forth in these Bylaws. Such consent shall have the same force and effect as a unanimous vote.

ARTICLE 17
DIVIDENDS

No dividend shall be paid. The Association may, however, pay compensation in a reasonable amount to members, directors, officers, or its agents for services rendered.

ARTICLE 18
CONFLICTS OF INTEREST

No contract or other transaction between the Association and any of its directors, officers or members (or any corporation or firm in which any of them are directly or indirectly interested) shall be invalid solely because of this relationship or because of the presence of such director, officer or member at the meeting authorizing such contract or transaction, or the participation in such meeting or authorization, if (1) the material facts of the relationship or interest of each director, officer or member are known or disclosed to the board of directors and it nevertheless authorizes or ratifies the contract or transaction by a majority of the directors present, each such interested director to be counted in determining whether a quorum is present, but not in calculating the majority necessary to carry the vote; and (2) the contract or transaction is fair to the Association as of the time it is authorized or ratified by the board of directors. This provision shall be construed to invalidate a contract or transaction which would be valid in the absence of the provision.

ARTICLE 19
INDEMNIFICATION

19.01 **INDEMNIFICATION.** The Association shall defend any action or suit brought against a Director alleging a Wrongful Act, even if such action or suit is groundless, false or fraudulent; but the Director shall not admit liability for or settle any claim or incur any cost or expense without the written consent of the Association, and the Association shall have the right to make such investigation and conduct negotiations and, with the written consent of the Director, enter into such settlement or compromise of any claim or suit as the Association deems expedient. If the Director refuses to consent to any settlement recommended by the Association, the Director shall thereafter at his own expense negotiate or defend such claim or suit independently of the Association and the liability of the Association shall not exceed the amount for which the claim could have been settled plus the costs and expenses incurred with the Association's consent up to the date of such refusal. The Association shall pay all reasonable expenses incurred by the Director at the Association's request.

19.02 **DEFINITIONS.** “**Director**” means a member of the board of directors of the Association and shall include any present or future director, officer, employee, or committee member of the Association while acting within the scope of his duties as such. Director shall also include any other member of the Association while acting at the direction of any officer or the board of directors of the Association on behalf of the Association.

“**Wrongful Act**” means any actual alleged negligent act, breach of duty, error, omission, misstatement or misleading statement; or, infringement of copyright or trademark, or unauthorized use of title; or plagiarism, piracy or misappropriation of ideas; or, the publication or utterance of libel, slander or other defamatory or disparaging material or remark; or invasion or infringement of the right of privacy; or to any claim involving allegations of fraud, dishonesty, antitrust violations, price fixing, restraint of trade, or criminal or malicious acts or omissions.

“**Damages**” means any amount that the Director shall be legally required to pay because of judgments rendered against the Director, or for settlements negotiated with the written consent of the Association.

19.03 **EXCLUSIONS.** No indemnification by the Association shall apply to 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; any claim arising out of breach of fiduciary duty,

responsibility or obligation in connection with an employee benefit or pension plan; any cross-claim or counterclaim brought by one director against another Director; any claim arising out of failure to effect or maintain any insurance or bond; any claim arising out of acts of a knowingly discriminatory nature; any Wrongful Act committed by a Director prior to the Director taking office; any claim arising out of a violation of the responsibilities, obligations or duties imposed by the Federal Election Campaign Act of 1971, Chapters 95 and 96 of the Internal Revenue Code of 1954, or amendments thereto or similar statutory law of the United States of America or any state or jurisdiction therein.

19.04 NOTICE TO ASSOCIATION. The Director shall, as a condition precedent to indemnification hereunder, give written notice to the Association as soon as practicable of any claim made against the Director. The Director shall promptly forward to the Association any demand, notice or summons received by the Director. Notice given by or on behalf of the Director to any authorized representative of the Association, with particulars sufficient to identify the Director, shall be deemed notice to the Association.

19.05 JURISDICTION. The indemnification hereunder only applies to Wrongful Acts committed by and suits brought against the director in the United States of America, its territories or possessions, or Canada.

19.06 NOTICE. All notices of claims, applications, demands or requests provided for herein shall be in writing and addressed to the Association's Administrative Offices, 3801 Hulen Street, Suite 100, Fort Worth, Texas 76107.

19.07 COOPERATION. The Director shall cooperate with the Association and, upon the Association's request, assist in making settlements and in the conduct of suits. The Director shall attend hearings, trials and depositions and shall assist in securing and giving evidence and obtaining the attendance of witnesses. The Director shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense.

19.08 LIABILITY. No action shall lie against the Association unless, as a condition precedent thereto, the Director shall have fully complied with all the terms, provisions and conditions of this entire Article 19 nor until the amount of the Director's obligation to pay shall have been finally determined either by judgment against the Director after actual trial or by written agreement of the Director and the claimant subject to the prior written consent of the Association. 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 Association. No person or organization shall have any right to join the Association as a party to any action against the Director to determine the Director's liability, nor shall the Association be impleaded by the Director or his legal representative.

19.09 SUBROGATION. In the event of any payment under this Article 19, the Association shall be subrogated to all the Director's rights of recovery therefor against any person or organization, and the Director 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 Association's total payment shall be restored to the Director, less the cost to the Association of recovery. This indemnification as provided shall apply only as excess over any valid and collectible insurance the Director may have.

ARTICLE 20 **INSURANCE**

The Association may purchase and maintain on behalf of a Director, professional liability insurance, or similar type of insurance coverage, against liabilities asserted against a Director and incurred by a

Director serving in such capacity, or arising out of the Director's status as such a person. Without limiting the power of the Association to procure or maintain such insurance, the Association, for the benefit of Directors may: (i) create a trust fund; (ii) establish any form of self-insurance; (iii) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Association; or (iv) establish a letter of credit, guaranty, or surety arrangement. For this limited purposes, any liability indemnification arrangement, other than coverage through an insurance carrier, is not considered to be the business of insurance under the Insurance Code, or any other law of Texas. In the absence of fraud, the judgment of the board of directors as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other person participating in an arrangement is conclusive, and the insurance or arrangement is not voidable and does not subject the directors approving the insurance or arrangement to liability, on any ground, regardless of whether directors participating in the approval are beneficiaries of the insurance or arrangement.

ARTICLE 21 **AMENDMENT TO ARTICLES OF INCORPORATION**

The Articles of Incorporation of the Association may only be amended by at least two-thirds (2/3) vote of the members present or represented by proxy at a meeting called for such purpose, provided prior written notice is given as set forth in Section 4.05 above.

ARTICLE 22 **SURETY BONDS**

Such officers and agents of the Association (if any) as the president, the board of directors, or the executive committee may direct, from time to time, that they be bonded for the faithful performance of their duties 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, the board of directors or the executive committee may determine. The premiums on such bonds shall be paid by the Association, and the bonds so furnished shall be in the custody of the secretary.

ARTICLE 23 **AMENDMENT OF BYLAWS**

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a majority vote of the quorum of the board of directors at any annual or special meeting of the board of directors.

ARTICLE 24 **CONSTRUCTION**

Whenever the context so requires, the masculine gender shall include the feminine and neuter genders, 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 the remainder of these Bylaws shall be considered valid and operative and effect shall be given the intent manifested by the portion held invalid or inoperative.

ARTICLE 25 **CAPTIONS**

The captions and Table of Contents used in these Bylaws have been inserted for convenience and ready reference only and do not constitute matter to be construed in interpretation.

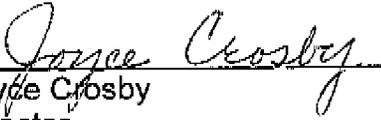
ARTICLE 26
RELATION TO ARTICLES OF INCORPORATION

These Bylaws are subject to, and governed by, the Articles of Incorporation, and any amendments thereto.

ARTICLE 27
EFFECTIVE DATE OF AMENDED BYLAWS

The effective date of these Bylaws is May 1, 2004 as duly adopted by resolution of the Board of Directors of the Association on May 1, 2004.

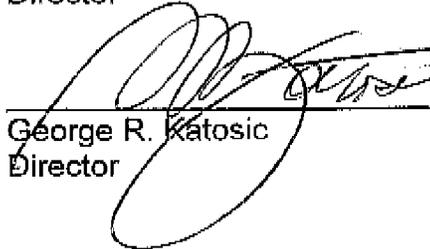
APPROVED AND ADOPTED by the Board of Directors of the Association on May 1, 2004



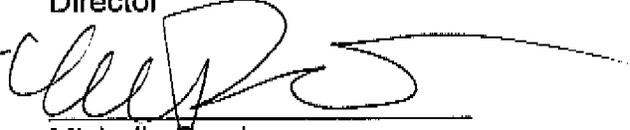
Joyce Crosby
Director



Kenneth Fabregas
Director



George R. Katosic
Director



Michelle Purvis
Director