

**State:** Arkansas **Filing Company:** Wesco Insurance Company  
**TOI/Sub-TOI:** H21 Health - Other/H21.000 Health - Other  
**Product Name:** Single Case LB Association Filing - BWA  
**Project Name/Number:** BWA Single-Case LB Association Filing/AH990017 - BWA

## Filing at a Glance

Company: Wesco Insurance Company  
Product Name: Single Case LB Association Filing - BWA  
State: Arkansas  
TOI: H21 Health - Other  
Sub-TOI: H21.000 Health - Other  
Filing Type: Form  
Date Submitted: 10/10/2012  
SERFF Tr Num: UNKP-128718830  
SERFF Status: Closed-Approved-Closed  
State Tr Num:  
State Status: Approved-Closed  
Co Tr Num: AH990017 BWA  
  
Implementation: On Approval  
Date Requested:  
Author(s): Susan Coulter  
Reviewer(s): Rosalind Minor (primary)  
Disposition Date: 10/26/2012  
Disposition Status: Approved-Closed  
Implementation Date:  
  
State Filing Description:

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## General Information

Project Name: BWA Single-Case LB Association Filing  
Project Number: AH990017 - BWA  
Requested Filing Mode: Review & Approval  
Explanation for Combination/Other:  
Submission Type: New Submission  
Group Market Type: Association  
Filing Status Changed: 10/26/2012  
State Status Changed: 10/26/2012  
Created By: Susan Coulter  
Corresponding Filing Tracking Number: UNKP-128614623

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: Susan Coulter

PPACA: Not PPACA-Related

PPACA Notes: null

Include Exchange Intentions: No

### Filing Description:

On 8/7/12 the Department approved policy form AH990017 LB and related forms (SERFF Tracking No. UNKP-128614623 for use in your state. The Company has recently issued a policy to the BWA association that have members in your state. This association is sitused in the District of Columbia. Accordingly, the Company would like to issue the approved certificate of coverage (WIC-AH-AD-CERT BWA AR) to members of this association residing in your state. In accordance with your requirements we are submitting to you the articles of incorporation and by-laws for this association for your review and approval. The Company would also like approval of this association for use with other products as they are approved by the Department.

Business Workers of America (BWA) – District of Columbia situs – Founded in 2002 as the American Senior Consumer Association, Inc., this association is "...operated exclusively for charitable, educational or scientific purposes include, for such purposes: (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 issue and other related matters; (c) the location and determination of suitable and appropriate benefits, medical and other related products and services needed and desired by members at efficient and reasonable costs; and (d) the providing of emails, internet websites, media, newsletters, conferences, meetings, seminars, forums and other means of effective communications to members and others concerning the purposes of the corporation." (Articles of Incorporation, Article Third. Purposes)

We trust you will find the association acceptable. Please do not hesitate to contact us at wendy@coulter-and-associates.com or by phone at (609) 443-7540 should you have any questions.

## Company and Contact

### Filing Contact Information

Susan Coulter, susan@coulter-and-associates.com

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379 Princeton-Hightstown Road, 609-443-4140 [Phone]  
 Suite 15  
 Cranbury, NJ 08512

**Filing Company Information**

Wesco Insurance Company	CoCode: 25011	State of Domicile: Delaware
59 Maiden Ln, 6th Fl	Group Code: 2538	Company Type: Property & Casualty
New York, NY 10038	Group Name: AmTrust Financial Group	State ID Number:
(212) 220-7120 ext. [Phone]	FEIN Number: 85-0165753	

**Filing Fees**

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? Yes  
 Fee Explanation: \$50.00/form - 1 form @ \$50.00 = \$50.00  
 Per Company: No

Company	Amount	Date Processed	Transaction #
Wesco Insurance Company	\$50.00	10/10/2012	63648617

SERFF Tracking #:

UNKP-128718830

State Tracking #:

Company Tracking #:

AH990017 BWA

State:

Arkansas

Filing Company:

Wesco Insurance Company

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Product Name:

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	10/26/2012	10/26/2012

### Objection Letters and Response Letters

#### Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	10/11/2012	10/11/2012

#### Response Letters

Responded By	Created On	Date Submitted
Susan Coulter	10/24/2012	10/24/2012

SERFF Tracking #:

UNKP-128718830

State Tracking #:

Company Tracking #:

AH990017 BWA

State:

Arkansas

Filing Company:

Wesco Insurance Company

TOI/Sub-TOI:

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## Disposition

Disposition Date: 10/26/2012

Implementation Date:

Status: Approved-Closed

HHS Status: Not Reported

State Review: Reviewed-No Actuary

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	Yes
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document	PPACA Uniform Compliance Summary	Approved-Closed	Yes
Supporting Document	Approved Policy for BWA	Approved-Closed	Yes
Supporting Document	BWA Governance Documents	Approved-Closed	Yes
Form (revised)	Limited Benefits Certificate	Approved-Closed	Yes
Form	Limited Benefits Certificate	Replaced	Yes

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## Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	10/11/2012
Submitted Date	10/11/2012
Respond By Date	11/12/2012

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Dear Susan Coulter,

**Introduction:**

*This will acknowledge receipt of the captioned filing.*

**Objection 1**

- BWA Governance Documents (Supporting Document)
- Limited Benefits Certificate, WIC-AH-AD-CERT (0312) BWA AR (Form)

Comments:

*With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-86-108(4) and Bulletin 14-81. Also, does the association meet the requirements outlined under ACA 23-86-106(2)(A)(ii)(iii)?*

*Thank you for your cooperation.*

**Conclusion:**

*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*

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## Response Letter

Response Letter Status	Submitted to State
Response Letter Date	10/24/2012
Submitted Date	10/24/2012

Dear Rosalind Minor,

### Introduction:

*This filing is submitted for you review and approval of the revised Certificate.*

### Response 1

#### Comments:

*The attached Certificate has been revised to remove time limits set for furnishing proof of incapacity for handicapped dependents.*

### Related Objection 1

*Applies To:*

- Limited Benefits Certificate, WIC-AH-AD-CERT (0312) BWA AR (Form)*
- BWA Governance Documents (Supporting Document)*

*Comments:*

*With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-86-108(4) and Bulletin 14-81. Also, does the association meet the requirements outlined under ACA 23-86-106(2)(A)(ii)(iii)?*

*Thank you for your cooperation.*

### Changed Items:

*No Supporting Documents changed.*

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**Form Schedule Item Changes:****Form Schedule Item Changes**

Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Limited Benefits Certificate	WIC-AH-AD-CERT (0312) BWA AR	CER	Initial		50.600	WIC-AH-AD-CERT (0312) BWA AR.pdf	Date Submitted: 10/24/2012 By: Susan Coulter
<i>Previous Version</i>								
1	<i>Limited Benefits Certificate</i>	<i>WIC-AH-AD-CERT (0312) BWA AR</i>	<i>CER</i>	<i>Initial</i>		<i>50.600</i>	<i>WIC-AH-AD-CERT (0312) BWA AR.pdf</i>	<i>Date Submitted: 10/10/2012 By: Susan Coulter</i>

No Rate/Rule Schedule items changed.

**Conclusion:**

I believe you will find this acceptable for approval. Should you have questions or need additional information, please call me at 609.443.7540/

Many thanks,

Sincerely,

Susan Coulter

SERFF Tracking #:

UNKP-128718830

State Tracking #:

Company Tracking #:

AH990017 BWA

State: Arkansas

Filing Company:

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## Form Schedule

### Lead Form Number: WIC-AH-AD-CERT (0312) BWA AR

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1	Approved-Closed 10/26/2012	Limited Benefits Certificate	WIC-AH-AD-CERT (0312) BWA AR	CER	Initial		50.600	WIC-AH-AD-CERT (0312) BWA AR.pdf

### Form Type Legend:

<b>ADV</b>	Advertising	<b>AEF</b>	Application/Enrollment Form
<b>CER</b>	Certificate	<b>CERA</b>	Certificate Amendment, Insert Page, Endorsement or Rider
<b>DDP</b>	Data/Declaration Pages	<b>FND</b>	Funding Agreement (Annuity, Individual and Group)
<b>MTX</b>	Matrix	<b>NOC</b>	Notice of Coverage
<b>OTH</b>	Other	<b>OUT</b>	Outline of Coverage
<b>PJK</b>	Policy Jacket	<b>POL</b>	Policy/Contract/Fraternal Certificate
<b>POLA</b>	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	<b>SCH</b>	Schedule Pages

**Underwritten by Wesco Insurance Company  
59 Maiden Lane  
New York City, NY 10038**

**Policyholder:** *Business Workers of America (BWA)*

**Policy Number:** *BWA1234567*

We have issued a Policy to the Policyholder named above for the benefit of [members][employees] of the Policyholder. The provisions of the Policy that are important to You are summarized in this Certificate; consisting of this Certificate and any additional forms which have been made a part of this Certificate. This Certificate replaces all certificates which may have been given to You earlier for the Policy. The Policy alone is the only contract under which payment will be made. Any difference between the Policy and this Certificate will be settled according to the provisions of the Policy.

Table of Contents  
Definitions  
Insured Person Period of Coverage  
[Insured Dependent Period of Coverage]  
Premiums  
General Exclusions  
Benefits  
Claims

### Group Limited Benefits Certificate of Coverage

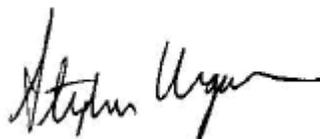
**[THIS CERTIFICATE PROVIDES COVERAGE FOR LOSSES DUE TO ACCIDENTS ONLY. IT DOES NOT PROVIDE COVERAGE FOR SICKNESS OR LOSSES DUE TO SICKNESS. READ THIS CERTIFICATE CAREFULLY.]**

**[THIS CERTIFICATE PROVIDES COVERAGE FOR LOSSES DUE TO ACCIDENTS. IT ALSO PROVIDES A LIMITED SICKNESS BENEFIT. IT IS, THEREFORE, IMPORTANT TO READ THIS CERTIFICATE CAREFULLY.]**

Signed for Wesco Insurance Company



President



Secretary

#### GENERAL DEFINITIONS

**Accident or Accidental** means a sudden, unexpected, specific and abrupt event that occurs at an identifiable time and place while the Policy is in force with respect to the Covered Person.

**[Active Work and Actively at Work –** The eligible employee is performing all of the usual and customary duties of his or her or her job on a full-time basis for the Policyholder, as defined in the Certificate Schedule. This must be done at the Policyholder's customary place of employment or business, or at some location to which the employment requires the person to travel.]

**Certificate Year:** For the first year is the period of time that begins on the Covered Person's Effective Date and ends on the day before the next following anniversary date. For subsequent years, it is the period of time that begins on the first and each subsequent

anniversary and ends on the day before the next anniversary.

**Covered Accident** means an Accident those results in a Covered Loss.

**Covered Loss** means a loss which meets the requisites of one or more benefits or additional benefits, results from an Injury, and for which benefits are payable under this Policy.

**Covered Person** means You [or Your Eligible Dependent] while covered under the Policy.

**[Confined and Confinement** mean:

- a) being admitted to a Hospital for receiving inpatient hospital services; and
- b) the patient is charged for at least one day's room and board by the hospital each time he or she is admitted.

A period of Confinement consists of consecutive days of Confinement following the date the Covered Person is admitted as an inpatient. The last calendar day of a period of Confinement is not counted as a day of Confinement unless a charge is made for the last day. ]

**Doctor:** A person who is:

1. Licensed as a provider of medical services by the state in which the provider practices.
2. Acting within the scope of their license.
3. Not one of the following:
  - A person who ordinarily resides in Your household
  - A member of Your immediate family
  - The Policyholder.

**[Domestic Partner:** An individual in a relationship with You that satisfies the following criteria:

1. For at least [six] consecutive months prior to Your Domestic Partner's Effective Date of Insurance, You and Your Domestic Partner, [have had a declaration of domestic partnership on file with a state or local government Domestic Partner Registry] [are and have been each other's sole Domestic Partner and have maintained the same principal place of residence]; and
2. Your Domestic Partner is at least 18 years of age; and
3. You and Your Domestic Partner are not married or related by blood; and
4. You and Your Domestic Partner are jointly responsible for each other's welfare and financial obligations; and
5. [You and Your Domestic Partner have filed a Domestic Partner affidavit with Us; and]
6. You and Your Domestic Partner are not legally married to anyone else.]

**[Hospital** means an institution which:

1. operates pursuant to law;
2. primarily and continuously provides medical care and treatment of sick and injured persons on an inpatient basis;
3. operates facilities for medical and surgical diagnosis and treatment by or under the supervision of a staff of legally qualified physicians; and
4. provides 24 hour a day nursing service by or under the supervision of registered graduate nurses (R.N.).

Hospital does not mean any institution or part thereof which is used primarily as:

1. a nursing home, convalescent home, or skilled nursing facility;
2. a place for drug addicts or alcoholics; or
3. a place for rest, custodial care, or for the aged.]

**Immediate Family Member** means a Covered Person's parent, step-parent, spouse, child, step-child, brother or sister.

**Injury** means bodily injury resulting directly from Accident and independently of all other causes which occurs while the Covered Person is covered under the Policy. Loss resulting from:

1. sickness or disease, except a pus-forming infection which occurs through an accidental wound; or
2. medical or surgical treatment of a sickness or disease;

is not considered as resulting from Injury.

**We, Us or Our** means the insurance company named on the face page.

**Written Request** means any form provided by Us for the particular request.

**You, Your or Insured Person** means an Eligible Person while he or she is covered under the Policy.

## INSURED PERSONS PERIOD OF COVERAGE

**Effective Date:** Subject to payment of any premium due, if You give Us a Written Request, Your coverage becomes effective on the later of:

1. the Policy Effective Date; or
2. The date You meet all the eligibility and enrollment requirements, subject to payment of premium when due.

[You must be Actively At Work on the date Your insurance becomes effective. (If the date that insurance was to go into effect is not a normally scheduled work day for You, You must have been Actively at Work on the last scheduled work day prior to the date insurance becomes effective under the Policy). If You are not so Actively at Work, Your insurance will be deferred until the date You are Actively at Work.]

**Termination:** Your coverage terminates on the earlier of:

1. the date the Policy is terminated; or
2. the Premium Due Date on or next following the date You:
  - a) cease to be an Eligible Person;
  - b) attain the Policy Age Limit, if any, shown in the Schedule of Benefits; or
  - c) fail to pay any required premium, subject to the Grace Period provision.

**Request For Change In Coverage:** If You give Us a Written Request for a change in Your coverage, and if You:

- a) are not eligible for the coverage requested, the change will not become effective;

- b) are eligible for the coverage requested, the change will become effective on the first day of the month on or next following the date We receive the request.

**[INSURED DEPENDENTS PERIOD OF COVERAGE**

You are insured with Dependents Coverage if it is indicated on Your Schedule.

**Eligibility:** Eligible Dependents are defined below. In any event, You, the Insured Person, are not an Eligible Dependent.

**Eligible Dependents:**

- 1. **Spouse** means Your spouse [or Domestic Partner] unless:
  - a) You and Your spouse are legally separated or divorced [the domestic partnership is dissolved]; or
  - b) He or she has attained the Policy Age Limit, if any, shown in the Schedule.
- 2. **Child or Children** means Your unmarried child, stepchild, legally adopted child, or foster child:
  - a) who is less than age [19] and primarily dependent on You for support and maintenance; or
  - b) who is at least age [19] but less than age [24] who:
    - 1) regularly attends an institution of learning; and
    - 2) is primarily dependent on You for support and maintenance.

**Effective Date:** Subject to payment of the premium due, each Eligible Dependent will become covered under the Policy on the later of:

- 1. the date You become an Insured Person;
- 2. the first day of the month on or next following the date We receive Your Written Request for coverage of Dependents; or
- 3. the date the person qualifies as an Eligible Dependent.

**Termination:** Coverage of each Eligible Dependent terminates on the Premium Due Date on or next following the earlier of:

- 1. the date You cease to be an Insured Person; or
- 2. the date he or she ceases to qualify as an Eligible Dependent.

However, if dependent's coverage would terminate because of Your death, coverage will continue until the premium due date on or next following Your death unless continued in accordance with the Surviving Spouse Continuation provision.

**[Surviving Spouse Continuation:** If You die while Your Spouse is covered under the Policy, Your Surviving Spouse may continue:

- 1. his or her coverage; and
- 2. coverage of Your dependent children who were covered by the Policy on the date of Your death.

We must receive a request and the required premium to continue the coverage within 31 days of the Premium Due Date next following the date of Your death.

Solely for the purpose of continuing the coverage, the Spouse will be considered the Insured Person.

However, this will not continue the spouse's or any dependent children's coverage beyond:

- 1. a date the coverage would normally cease under the Dependent Termination Provision; or
- 2. the premium due date next following the date the Spouse remarries.]

**Request For Change In Coverage:** If You give Us a Written Request for a change in the coverage of Your Eligible Dependents, and if he or she:

- 1. is not eligible for the coverage requested, it will not become effective; or
- 2. is eligible for the coverage requested, the change will become effective on the first day of the month on or next following the date We receive the request.

**[ Incapacitated Child:** Coverage of a child who, on the date he or she reaches age [19] or [24], is:

- 1. covered under the Policy;
- 2. mentally or physically incapable of earning his or her own living; and
- 3. unmarried and primarily dependent on You for support and maintenance;

will not terminate solely due to age.

However, You must give Us written notice of the incapacity.

Coverage will continue as long as:

- 1. the incapacity continues; and
- 2. the required premium is paid.

We may, from time to time, require proof of continued incapacity and dependency. After the first two years, We cannot require proof more than once each year.]

**PREMIUMS**

The first premium for each Covered Person is due on the date You enroll Yourself and any eligible Dependents under the Policy. Each premium after the initial premium is due at the end of the period for which Your preceding premium was paid. [ We will send you a bill for the premium due in advance of the due date.] See the Schedule of Benefits for the Frequency of Premium payment.

**Individual Grace Period:** After the first premium has been paid, You will have a 31 day grace period following the date Your next premium is due. If Your premium has not been received by Us before the 31 day grace period, Your coverage under the Policy will terminate in accordance with the Termination Provision.

**GENERAL EXCLUSIONS**

The Policy does not cover any loss resulting from:

1. intentionally self-inflicted Injury, suicide or attempted suicide, whether sane or insane;
2. war or act of war, whether declared or undeclared;
3. Injury sustained while full-time in the armed forces of any country or international authority;
4. [travel or flight in any aircraft except as a fare-paying passenger on a regularly scheduled charter or commercial flight.]
5. Injury sustained while voluntarily taking drugs which federal law prohibits dispensing without a prescription, including sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless the drug is taken as prescribed or administered by a licensed physician;
6. Injury sustained while committing or attempting to commit a felony.

**BENEFITS**

**[ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

If Injury to the Covered Person results, within 365 days of the date of a Covered Accident, in any one of the losses shown below, We will pay the benefit amount shown below for that Covered Loss. The Principal Sum is shown in the attached Schedule of Benefits. If multiple losses occur, only one benefit amount, the largest, will be paid for all losses due to the same Covered Accident.

For Loss of :	The Policy Pays:
Life	The Principal Sum
[One Hand and One Foot	The Principal Sum]
[Both Hands or Both Feet or Sight of Both Eyes	The Principal Sum]
[Speech and Hearing	The Principal Sum]
[Either Hand or Foot and Sight of One Eye	The Principal Sum]
[Either Hand or Foot .	One-Half The Principal Sum]
[Sight of One Eye	One-Half The Principal Sum]
[Speech or Hearing	One-Half The Principal Sum]
[Thumb and Index Finger of Either Hand	One-Quarter The Principal Sum]

**Loss** means with regard to:

1. hands and feet, actual severance through or above wrist or ankle joints;

2. sight, speech or hearing, entire and irrecoverable loss thereof;
3. thumb and index finger, actual severance through or above the metacarpophalangeal joints.

**Covered Dependents:** We will pay percentage of Your Principal Sum as described in the Schedule of Benefits.]

**[IN HOSPITAL INDEMNITY CASH**

We will pay the Hospital Confinement Benefit shown in the Schedule of Benefits if a Covered Person is Hospital Confined and all of the following conditions are met.

1. The Hospital stay is the direct result, from no other causes, of Injuries sustained in a Covered Accident.
2. The Hospital stay begins within 7 days of a Covered Accident and lasts for the Time Period for Confinement shown in the Schedule of Benefits. We will pay this benefit retroactive to the first day of the Hospital stay.

Benefit payments will end on the first of the following dates:

1. the date the Hospital stay ends; or
2. the date the Covered Person dies; or
3. the date the Maximum Benefit Period for this benefit ends;
4. the date insurance under the Policy ends.]

**[NON-OCCUPATIONAL WEEKLY ACCIDENTAL INCOME BENEFIT**

We will pay the Benefit shown in the Schedule of Benefits (less Reductions and Other Income Benefits) if a Covered Person is Totally Disabled as a direct result of, and from no other cause but, a Covered Accident. Benefits will begin when:

1. the applicable Benefit Waiting Period shown in the Schedule of Benefits for this benefit is satisfied; and
2. the Covered Person provides satisfactory proof of Total Disability to Us.

Benefit Payments will end on the first of the following dates:

1. the date the Covered Person dies; or
2. the date the Covered Person is no longer Totally Disabled; or
3. the date the Maximum Benefit Period for this benefit ends; or
4. the date the Covered Person fails to submit satisfactory proof of continuing Total Disability.

Benefits are based on a week of seven days. If Your Benefits are due for a partial week, they will accumulate on a daily basis at a rate of one-seventh of Your weekly rate.

#### **Reduction of Benefits Due to Other Sources of**

**Income:** Your Disability benefit amount will be reduced as much as is necessary to keep the total of the amount payable plus all of Your income from other sources from being more than 70% of Your gross average weekly earnings from all salaries, wages, commissions, bonuses, and other direct regular income.

#### **Exclusion:**

In addition to the GENERAL EXCLUSIONS section in this Certificate, We will not provide benefits for a Covered Injury for which the Covered Person is entitled to benefits under Workers Compensation, Employer Liability Law, or other similar law.

[This benefit is not available to Covered Dependent Children.]

In addition to the definitions in the GENERAL DEFINITIONS section, the following definition applies to this benefit:

**Total Disability or Totally Disabled** means, due to an Injury from a Covered Accident, a Covered Person:

1. if employed, cannot do any work for which he or she is, or may become, qualified by reason of education, experience or training; and
2. if not employed, cannot perform the normal and customary activities of a healthy person of like age and sex.]

#### **[EXCESS ACCIDENT MEDICAL EXPENSE BENEFITS**

After a Covered Person has satisfied the Deductible and subject to the Coinsurance amount shown in the Schedule of Benefits, We will pay Excess Accident Medical Expense Benefits for Covered Expenses that result directly, and from no other cause, from a Covered Accident. Benefits are payable up to the Benefit Maximum Amount shown in the Schedule of Benefits.

Excess Accident Medical Expense Benefits are only payable:

1. for Usual and Customary Charges incurred after the Deductible has been met;
2. for those Medically Necessary Covered Expenses that the Covered Person receives;
3. the first treatment or service occurs within 90 days of the **Covered Injury**; and
4. the medical expenses are incurred within 52 weeks of the **Covered Injury**.

No benefits will be paid for any expenses incurred that are in excess of Usual and Customary Charges.

#### **Covered Medical Expenses when Medically Necessary are:**

1. Hospital room and board expenses: the daily room rate when a Covered Person is Hospital confined and general nursing care is provided and charged for by the Hospital. In computing the number of days payable under this benefit, the date of admission will be counted but not the date of discharge.
2. Ancillary Hospital expenses: services and supplies including operating room, laboratory tests, anesthesia and medicines (excluding take home drugs) when Hospital Confined.
3. Medical emergency care (room and supplies) expenses: incurred within 72 hours of an Accident and including the attending Doctor's charges, X-rays, laboratory procedures, use of the emergency room and supplies.
4. Outpatient surgical room and supply expenses for use of the surgical facility.
5. Outpatient diagnostic X-rays, laboratory procedures and tests.
6. Doctor non-surgical treatment/examination expenses (excluding medicines) including the Doctor's initial visit, each necessary follow-up visit and consultation visits when referred by the attending Doctor.
7. Doctor's surgical expenses.
8. Assistant surgeon expenses when Medically Necessary.
9. Anesthesiologist expenses for pre-operative screening and administration of anesthesia during a surgical procedure whether on an inpatient or outpatient basis.
10. Outpatient laboratory test expenses
11. Physiotherapy (physical medicine) expenses on an inpatient or outpatient basis limited to one visit per day; expenses include treatment and office visits connected with such treatment when prescribed by a Doctor, including diathermy, ultrasonic, whirlpool, or heat treatments, adjustments, manipulation, message or any form of physical therapy.
12. X-ray expenses (including reading charges) but not for dental X-rays
13. Diagnostic Imaging Expenses: including Magnetic Resonance Imaging (MRI) and CAT Scan.
14. Dental Expenses including x-rays for the repair or treatment of each injured tooth that is whole sound and a natural tooth at the time of the Accident.
15. Ambulance expenses for transportation from the emergency site to the Hospital.
16. Rehabilitative braces or appliances prescribed by a Doctor. It must be durable medical equipment that 1) is primarily and customarily used to serve a medical purpose; 2) can withstand repeated use; and 3) generally is not useful to a person in the absence of Injury. No benefits will be paid for rental charges in excess of the purchase price.

17. Prescription drug expenses (for injuries only) prescribed by a Doctor and administered on an outpatient basis.
12. Medical equipment rental expenses for a wheelchair or other medical equipment that has therapeutic value for a Covered Person. We will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs, eyeglasses and hearing aids.
13. Medical services and supplies: expenses for blood and blood transfusions; oxygen and its administration.

**Exclusions:**

In addition to the GENERAL EXCLUSIONS section in this Certificate, We will not cover expenses under this additional benefit for:

1. Cosmetic, plastic or restorative surgery unless Medically Necessary for the treatment of the Covered Injury.
2. Any medical expenses related to pregnancy unless Medically Necessary for the treatment of the Covered Injury.
3. Covered Injury for which the Covered Person is entitled to benefits under Workers Compensation Benefits, Employer Liability Law, or other similar law.
4. Travel outside of the United States of America.
5. Personal comfort or convenience items, such as but not limited to Hospital telephone charges, television rental, or guest meals.
6. Treatment by an Immediate Family Member.
7. [Expenses incurred for dental care, treatment, repair or replacement of sound natural teeth unless Medically Necessary for the treatment of the Covered Injury.]
8. Expenses incurred for eye examinations, eye glasses, contact lenses or hearing aids or the fitting, repair or replacement of these items unless Medically Necessary for the treatment of the Covered Injury.
9. [A hernia.]
10. Routine physical examinations and related medical services [,][or] [elective treatment or surgery] [,][or] [Experimental/Investigational treatments or procedures].
11. [A Medical Repatriation.]
12. [Expenses incurred for psychological or psychiatric counseling of any kind or any

expense for treatment of mental or nervous diseases or disorders.]

13. Expenses which the Covered Person is not legally obligated to pay.
14. [Expenses for Custodial Services or services provided by a private duty nurse unless such expenses are incurred as a result of a Covered Injury.]
15. [Expenses related to the repair or replacement of existing artificial limbs, eyes, or other prosthetic appliances, or rental of existing medical equipment unless for the purpose of modifying the item because the Covered Injury has caused further impairment in the underlying bodily condition.]
16. [Treatment involving conditions caused by repetitive motion injuries or cumulative trauma and not a result of a Covered Injury.]
17. [being legally intoxicated while operating a motor vehicle.
  - a. A Covered Person will be conclusively presumed to be legally intoxicated if the level of alcohol in his or her blood exceeds the amount at which a person is presumed intoxicated under the law of the locale wherein the Accident occurred.
  - b. An autopsy report from a licensed medical examiner, law enforcement officer reports, or other similar items will be considered proof of the Covered Person's legal intoxication.
18. [Voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless prescribed by a Physician for the Covered Person. (Accidental ingestion of a poisonous food substance or consumption of a controlled drug is not excluded.)].

In addition to the definitions in the GENERAL DEFINITIONS section, the following definitions apply to this benefit:

**Coinsurance** means the percentage of Usual and Customary Charges for which the Covered Person is responsible for a covered service. The Coinsurance percentage is shown in the Schedule of Benefits.

**Deductible** means the amount of Covered Medical Expenses that must be paid in full by You each Certificate Year for each Covered Person before any

benefits are payable by Us. The Deductible is shown on the Schedule of Benefits.

**Experimental / Investigational** means treatment, a device or prescription medication which is recommended by a Doctor, but is not considered by the medical community as a whole to be safe and effective for the condition for which the treatment, device or prescription medication is being used, including any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice; and any of those items requiring federal or other governmental agency approval not received at the time services are rendered.

**Medically Necessary** means the services or supplies provided by a Hospital or Doctor that are required to identify or treat an Injury and which are:

1. consistent with the symptom or diagnosis and treatment of a Covered Person's Injury;
2. appropriate with regard to standards of good medical practice;
3. not solely for the convenience of a Covered Person, a Doctor or other provider; and
4. the most appropriate supply or level of service that can be safely provided to the Covered Person.

**Usual and Customary Charges** means fees and prices generally charged within the locality where performed for Medically Necessary services and supplies required for treatment of cases of comparable severity and nature.]

## CLAIMS

**Notice of Claim:** The person who has the right to claim benefits (the claimant or beneficiary) must give Us written notice of a claim within 30 days after a covered loss begins. If notice cannot be given within that time, it must be given as soon as reasonably possible.

The notice should include Your name and the Policy number. Send it to Our administrative notice or give it to Our agent.

**Claim Forms:** When We receive the notice of claim, We will send forms to the claimant for giving Us proof of loss. The forms will be sent within 15 days after We receive the notice of claim.

If the forms are not received, the claimant will satisfy the proof of loss requirement if a written notice of the occurrence, character and nature of the loss is sent to us.

**Proof of Loss:** Proof of loss must be sent to Us in writing within 90 days after:

1. the end of a period of Our liability for periodic payment claims; or

2. the date of the loss for all other claims.

If the claimant is not able to send it within that time, it may be sent as soon as reasonably possible without affecting the claim. The additional time allowed cannot exceed one year unless the claimant is legally incapacitated.

**Time of Claim Payment:** We will pay any daily, weekly or monthly benefit due:

1. on a monthly basis, after We receive the proof of loss, while the loss and liability continue; or
2. immediately after We receive the proof of loss following the end of Our liability.

We will pay any other benefit due immediately after We receive the proof of loss.

**Payment of Claims:** We will pay any benefit due for loss of life:

1. according to the beneficiary designation in effect under the Policy at the time of death; or
2. if no beneficiary is designated, according to the beneficiary designation under the Group Life Insurance Policy issued to the Policyholder and in effect at time of death; otherwise
3. to Your estate.

All other benefits due and not assigned will be paid to You, if living. Otherwise, the benefits may, at Our option, be paid:

1. according to the beneficiary designation; or
2. to Your estate.

If a benefit due is payable to:

1. Your estate; or
2. You or a beneficiary who is either a minor or not competent to give a valid release for the payment;

We may pay up to \$1,000 of the benefit due to some other person.

The other person will be someone related to You or the beneficiary by blood or marriage who We believe is entitled to the payment. We will be relieved of further responsibility to the extent of any payment made in good faith.

**Appealing Denial of Claims:** If a claim for benefits is wholly or partially denied, notice of the decision shall be furnished to You. The written decision will:

1. give the specific reason or reasons for denial;
2. make specific reference to the Policy provision on which the denial is based;
3. provide a description of any additional information necessary to prepare the claim and an explanation of why it is necessary; and
4. provide an explanation of the review procedure.

On any denied claim, You or Your representative may appeal to Us for a full and fair review. The claimant may:

1. request a review upon written application within 60 days of the receipt of claim denial;
2. review pertinent documents;
3. submit issues and comments in writing.

We will make a decision no more than 60 days after the receipt of the request for review, except in special circumstances (such as the need to hold a hearing), but in no case more than 120 days after We receive the request for review. The written decision will include specific reasons on which the decision is based.

**Examination and Autopsy:** While a claim is pending We have the right, at our expense:

1. to have the person who has a loss examined by a physician when and as often as We feel is necessary; and
2. to make an autopsy in case of death where it is not forbidden by law.

**Legal Actions:** You cannot take legal action against us:

1. before 60 days following the date proof of loss is sent to us;
2. after 6 years following the date proof of loss is due.

**Naming a Beneficiary:** You may name a beneficiary or change a revocably named beneficiary by giving Your Written Request to the Policyholder. Your request takes effect on the date You execute it, regardless of whether You are living when the Policyholder receives it. We will be relieved of further responsibility to the extent of any payment We made in good faith before the Policyholder received Your request.

**Assignment:** We will recognize any assignment You make under the Policy, provided:

1. it is duly executed; and
2. a copy is on file with us.

We and the Policyholder assume no responsibility for the validity or effect of an assignment.

**Time Limit on Certain Defenses:** After two years from the date on which a person becomes covered under the Policy, no statements, except fraudulent misstatements made by the Insured Person in the enrollment for coverage shall be used to void the Policy or deny a claim.

**Fraudulent Misstatement:** If a Covered Person makes a fraudulent misstatement in the application for coverage under the Policy, We may reduce or deny any claim or void the coverage at any time.

SERFF Tracking #:

UNKP-128718830

State Tracking #:

Company Tracking #:

AH990017 BWA

State: Arkansas

Filing Company:

Wesco Insurance Company

TOI/Sub-TOI: H21 Health - Other/H21.000 Health - Other

Product Name: Single Case LB Association Filing - BWA

Project Name/Number: BWA Single-Case LB Association Filing/AH990017 - BWA

## Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Approved-Closed	10/26/2012
Comments:			
Attachment(s):	AR LB Flesch Certification-Assoc Filing 20121008 BWA.pdf		

		Item Status:	Status Date:
Satisfied - Item:	Application	Approved-Closed	10/26/2012
Comments:			
Attachment(s):	Group App - Modified for AR (20120103 cc).pdf		

		Item Status:	Status Date:
Bypassed - Item:	Health - Actuarial Justification	Approved-Closed	10/26/2012
Bypass Reason:	Not applicable-not individual or Group/Individual Long Term Care and Medicare Supplement Filings.		

		Item Status:	Status Date:
Bypassed - Item:	Outline of Coverage	Approved-Closed	10/26/2012
Bypass Reason:	Not an Individual Health Product, Group/Individual Medicare Supplement or Long Term Care		

		Item Status:	Status Date:
Bypassed - Item:	PPACA Uniform Compliance Summary	Approved-Closed	10/26/2012
Bypass Reason:	Not PPACA related.		

		Item Status:	Status Date:
Satisfied - Item:	Approved Policy for BWA	Approved-Closed	10/26/2012
Comments:			
Attachment(s):			

SERFF Tracking #:

UNKP-128718830

State Tracking #:

Company Tracking #:

AH990017 BWA

State: Arkansas

Filing Company:

Wesco Insurance Company

TOI/Sub-TOI: H21 Health - Other/H21.000 Health - Other

Product Name: Single Case LB Association Filing - BWA

Project Name/Number: BWA Single-Case LB Association Filing/AH990017 - BWA

AH990017 (0312) DC (20120720 cc).pdf  
WIC-AH-AD-CERT (0312) DC (20120720 cc).pdf  
WIC Rider ER AO DC (20120724 cc).pdf  
WIC Rider EME AO DC (20120720 cc).pdf

		Item Status:	Status Date:
Satisfied - Item:	BWA Governance Documents	Approved-Closed	10/26/2012
Comments:			
Attachment(s):			
1 - BWA Article of Incorporation, Amended (ASCA 4-13-06).pdf			
2 - BWA AoI Name Change Amendment (6-22-06).pdf			
3 - BWA By-Laws (10-18-06).pdf			
4 - BWA Certificate of Good Standing (6-26-12).pdf			

**WESCO INSURANCE COMPANY**

**FLESCH CERTIFICATION**

I, Barry W. Moses an office of Wesco Insurance Company, certify that the forms listed below satisfy the NAIC Model Bill standards of life and health insurance policy language simplification legislation.

Form Number	Form Title	Flesch Score
WIC-AH-AD-CERT BWA AR	Group Certificate	50.6

Signature of Office: \_\_\_\_\_



Title: Vice President, Regulatory Compliance

Date: 10/8/2012

**Wesco Insurance Company  
59 Maiden Lane  
New York City, NY 10038**

**Section I - Administrative Information**

[Association]/Policyholder Name					
Policyholder Street Address (No P.O. Box)		City	State	Zip	County
Mailing Address (if different from above)		City	State	Zip	County
Phone ( )	Administrative Contact				
Fax ( )	Title				
Requested Effective (MM/DD)[01/YYYY]	Email Address				
Describe the Nature of [Association][Business]					
[Will any of the selected coverage types be a takeover for an existing group coverage? <input type="checkbox"/> Yes <input type="checkbox"/> No					
If yes, please specify coverage types_____ Effective date of prior coverage types_____					
Prior Carrier Name_____ Termination date of prior coverage types_____]					

**Section II - Eligibility Requirements**

Members in good standing of the association are eligible for insurance under the program. [Dependents of the Member are also eligible]	
6. [Eligibility Waiting Period <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", Number of days <input type="checkbox"/> 0 <input type="checkbox"/> 30 <input type="checkbox"/> 60 <input type="checkbox"/> 90 <input type="checkbox"/> Other_____	
[Waiting Period applies to:	
<input type="checkbox"/> Persons who are Members in good standing prior to the effective date ]	
<input type="checkbox"/> Actively at work employees working _____ hours per week.	
<input type="checkbox"/> Persons who become Members after the Policy Effective Date ]	
[Do different classes have a different waiting period? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, please describe:_____]	

**Section III – Benefits Selected:**

**Accidental Death and Dismemberment for all Covered Persons**

**Principal Sum Amount Options:** [\$5,000-\$100,000]

Dependents Principal Sum is based on a percent of the Insured Person's Principal Sum:

	Spouse/Domestic Partner	Each Child
Insured Person with Covered:*		
Spouse [Domestic Partner], but no covered Child	50%	0%
Spouse [Domestic Partner]and Child(ren)	40%	10%
Child(ren), but no covered Spouse[Domestic Partner]	0%	15%

**Accident Hospital Indemnity Benefit for all Covered Persons:**

Daily Hospital Confinement Benefit Amount: [\$xxx-\$xxx]  
Maximum Benefit Period: [xxx] Days Per Confinement

**Non-Occupational Weekly Disability Income Benefits for Insured Person Only**

Weekly Disability Benefit: [\$\$\$-XXX] reduced by the Reduction of Benefits Due to Other Sources of Income provision in the certificate  
Benefit Waiting Period [0, 7, 14] days. Benefits begin on the [1st, 8th, 15th day]  
Maximum Benefit Period of Disability [13, 26 weeks.]

**Accident Excess Medical Expense Benefit for all Covered Persons:**

Deductible: [\$100-\$200 per Certificate Year]  
Coinsurance: [20%]  
Maximum Benefit Amount per Covered Person per Covered Accident: [\$10,000]  
Benefit Limitations: Maximum Benefit Amount for Accident Dental: [\$1,000]

**Emergency Room Benefit:**

Amount Per Injury or Sickness: [\$1,000-\$5,000]  
Annual Maximum Benefit Amount [\$1,000-\$5,000] per Covered Person

**Emergency Medical Evacuation Benefit:**

Amount Per Evacuation: [\$5,000-\$50,000]  
Minimum Number of Miles for Emergency Evacuation: [100-200]

## Section V - General Conditions

In applying for the Benefits set forth herein, the undersigned understands and agrees that:

1. [Payment of the first premium by the policyholder after delivery of the Policy by us shall constitute acceptance of the terms and conditions contained in the Policy so issued.]
2. [All necessary administrative information concerning all Covered Persons shall be subject to the provisions of the Policy and shall be furnished to us by the Policyholder.]
3. [This Application is subject to the approval of Wesco Insurance Company at its Home Office and that nothing contained herein shall be binding upon said Company until this Application has been so approved.]
4. [All benefits will be in accordance with the benefits proposed and agreed upon between Wesco Insurance Company and the Policyholder as set forth in the Policy, subject to the Policyholder's approval.]

### Policyholder responsibilities under this policy

The Policyholder agrees:

1. to maintain the records necessary to the administration of the Policy(s) and to make such records available to Wesco Insurance Company or its authorized administrator to ensure proper administration of the program;
2. to report additions, changes, terminations and other information necessary to the administration of the Policy(s) to the Wesco Insurance Company within 31 days after the Effective Date of such additions, changes and terminations;
3. [to pay all premiums in accordance with the terms of this Policy]; and
4. to notify all Insured Persons of any termination or rescission of coverage which affects them and refund the appropriate premium.]

By the signature below of its duly authorized representative, the proposed Policyholder hereby applies for the Wesco Insurance Company Policy and the proposed Policyholder understands and agrees that it shall be subject to the provisions set forth herein.

It is understood that all of the answers We have provided are representations and not warranties.

## BEFORE SIGNING THE APPLICATION, PLEASE READ THE FRAUD WARNING(S) APPLICABLE TO YOUR STATE(S) BELOW AND CONTINUED ON THE NEXT PAGE.

**(Arkansas)** 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.

**(California)** For your protection California law requires the following to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**(District of Columbia)** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

**(Florida)** Any person who knowingly and with intent to injure, defraud, or deceive any insurance company files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**(Kentucky)** 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/Tennessee)** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**(Maryland)** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**(Missouri)** An insurance company or its agent or representative may not ask an applicant or policyholder to divulge in a written application or otherwise whether an insurer has canceled or refused to renew or issue to the applicant or policyholder a policy of insurance. If a question(s) appears in this application, you should not renew it.

**(New Mexico)** 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 civil fines and criminal penalties.

**(Pennsylvania)** 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.

**(Puerto Rico)** Any person who, knowingly and with the intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine of no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggregated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a maximum of two (2) years.

**(Washington)** Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law."

**(All Other States)** 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/or civil penalties.

**(New York)** 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 shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

## Please Sign and Date

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
City and State Date Month Year

By \_\_\_\_\_  
Signature of Association Printed name of Association Job Title

**[Association's Signature witnessed by (must be 18 or older):**

\_\_\_\_\_  
Signature of Witness Printed name of Witness Date]

**[Signature of Agent/Producer:]**

\_\_\_\_\_  
Signature of Agent/Producer Printed name of Agent/Producer Date]

## Section VI - Producer Information

Company/Brokerage Name
Company Address (if different than above) City, State Zip

Name of Agent Representing this Group		
Phone (    )    -	Fax (    )    -	Email Address
Producer Number		

**Send Completed Application to:**  
**[address]**

Underwritten by Wesco Insurance Company  
59 Maiden Lane  
New York City, NY 10038

**GROUP LIMITED BENEFITS INSURANCE POLICY**

**Policyholder Name:** Business Workers of America (BWA)

**Policy Number:** BWA1234567

**Policyholder Address:**

**Place of Delivery:**

**Policy Effective Date:** January 1, 2012

**Policy Anniversary:**

In return for the application, which is attached, and payment of premium as it becomes due, Wesco Insurance Company (called "We," "Our," and "Us") agrees to pay the benefits described in the Policy.

This Policy is issued to the Policyholder. It takes effect at 12:01 a.m. at the Policyholder's principal address shown on the application on the Policy Effective Date. The Effective Date is shown above.

**Limited Benefit. Please Read Carefully.**

Signed for the Company



President



Secretary

**THIS POLICY IS A LEGAL CONTRACT BETWEEN YOU AND US.**

**THIS POLICY PROVIDES COVERAGE FOR LOSSES DUE TO ACCIDENTS. IT ALSO PROVIDES A LIMITED SICKNESS BENEFIT. IT IS, THEREFORE, IMPORTANT TO READ THIS POLICY CAREFULLY.**

**TABLE OF CONTENTS**

Schedules  
Premium Provisions  
Contract Provisions  
Certificate of Insurance  
Riders (if any)

**SCHEDULE OF ELIGIBLE PERSONS**

**ELIGIBLE PERSONS:**

ELIGIBLE MEMBER:

All active members in good standing of the Policyholder who are:  
a) under age 60-85;  
b) full-time residents of the United States; and  
c) not full-time members of any country's armed forces.

All full time employees working at least 17.5 - 40 hours per week. The employee must be Actively at Work in order for insurance to take effect.

ELIGIBLE DEPENDENTS: Eligible Person's Spouse Domestic Partner and Child(ren)  
An Eligible Spouse Domestic Partner and/or Child may only be covered if the Eligible Person is covered under this Policy.

When an Eligible Person and his or her Spouse Domestic Partner are both Eligible Persons:  
a) coverage may not be duplicated by enrolling as Dependents of each other; and  
b) coverage for an Eligible Child may be requested only by the Eligible Person or the Eligible Dependent Spouse Domestic Partner, but not both.

No Eligible Child can be covered unless the Eligible Person or Eligible Spouse Domestic Partner is covered under this Policy.

**POLICY AGE LIMIT:** None-100

**EVIDENCE OF INSURABILITY:** None

**ELIGIBILITY WAITING PERIOD:** as determined by the Policyholder from the first day of eligibility

1-60 Days 1-3 Months from the first day of Active Work

1-60 Days 1-3 Months from the date a person first became a Member in good standing of the Policyholder

**METHOD OF PREMIUM PAYMENT:** Remitted by Policyholder Remitted by Insured Person To Us

**SCHEDULE OF BENEFITS**

**BENEFITS AND AMOUNTS:**

**Accidental Death and Dismemberment Benefit**

**Insured Person Principal Sum Amount**  
\$5,000-\$100,000

**Principal Sum For each Insured Person's Eligible Dependents:**

The Principal Sum applicable to each person covered under this policy as an Insured Person's Dependent is calculated by applying the percent, determined below, to the Insured Person's Principal Sum.

	Spouse/Domestic Partner	Each Child
Insured Person with Covered:*		
Spouse, but no covered Child	50%	0%
Spouse and Child(ren)	40%	10%
Child(ren), but no covered Spouse	0%	15%

\*As determined on the date of accident

**Accidental Death and Dismemberment Reduction on and after Age 65:** On the Premium Due Date on or next following a Covered Person's attainment of age 65, his or her amount of Principal Sum will reduce by 50%.

**Accidental Death Reduction on and after Age 70:** On the Premium Due Date on or next following the Covered Person's attainment of :

- a) age 70, his or her amount of Principal Sum will reduce by 50%; and
- b) age 75, his or her amount of Principal Sum will reduce further by 50%.

**Aggregate Limit of Liability:** \$1,000,000 - \$10,000,000

Aggregate Limit of Liability means the total Accidental Death and Dismemberment benefit amount that We will pay for all Covered Persons involved in a single Covered Accident who suffer a Cover Loss. If the total benefits under the Aggregate Limit of Liability is not enough to pay full benefits to each Covered Person, We will pay each one a reduced benefit based upon the proportion that the Aggregate Limit of Liability bears to the total benefits which would otherwise be paid.

**Accident Hospital Indemnity Benefit for all Covered Persons:**

Daily Hospital Confinement Benefit Amount: \$30-\$500  
Maximum Benefit Period: 30-365 Days Per Confinement

**Non-Occupational Weekly Disability Income Benefits for Insured Person Only**

Weekly Disability Benefit: \$100 - \$2,000 reduced by the Recution of Benefits Due to Other Sources of Income provision in the certificate  
Benefit Waiting Period 0, 7, 14 days. Benefits begin on the 1st, 8th, 15th day  
Maximum Benefit Period of Disability 13, 26 weeks.

**Accident Excess Medical Expense Benefit for all Covered Persons:**

Deductible: \$100-\$200  
Coinsurance: 10-30%  
Maximum Benefit Amount per Covered Person per Covered Accident: \$1,000 - \$50,000  
Benefit Limitations: Maximum Benefit Amount for Accident Dental: \$750-\$5,000

## SCHEDULE OF PREMIUMS

**INDIVIDUAL PREMIUMS:** The premium is on file with the Policyholder.

### ENROLLMENT

**INITIAL ENROLLMENT:** For Members who are eligible on the Policy Effective Date, Members should enroll within 0-60 days of the Policy Effective Date. Members who are eligible after the Policy Effective Date should enroll themselves and their Eligible Dependents within 0-60 days of their Eligibility Waiting Period. Members who do not enroll within the Eligibility Waiting Period must wait until the next Open Enrollment Period.

**OPEN ENROLLMENT:** Members may enroll themselves and their Eligible Dependents during an Open Enrollment Period. Other changes may also be restricted to Open Enrollment Periods.

**Open Enrollment Period** means the period of time specified by the Policyholder during which an Eligible Member may enroll for insurance if he or she did not enroll during the Eligibility Waiting Period. It usually occurs once each Policy Year but may, at the Policyholder's discretion, occur more frequently, if approved by Us.

### PREMIUM PROVISION

**POLICY PREMIUM:** The premium for this policy is on file with the Policyholder.

**PREMIUM DUE DATES:** The Policy Premium is payable on the Policy Effective Date and each year thereafter. Each Policy Premium is due in advance of the date it becomes payable.

This policy terminates on the last day of the period for which premium is paid unless continued in force during a grace period.

**PAYMENT:** The Policy Premiums are to be paid to us by the Policyholder. However, they may be paid to us by any other person according to a mutual agreement among the other person, the Policyholder and us.

**GRACE PERIOD:** A grace period of 31 days is allowed for payment of each premium due after the first unless this policy is cancelled on or before the due date. This policy will continue in force during the grace period. The Policyholder is liable to us for the payment of premium accruing for the period this policy continues in force.

**CHANGE OF PREMIUMS:** We have the right on any date after the first anniversary, to change the rate at

which further premiums will be calculated. We will give the Policyholder notice of any change at least 30, 45, 60 days before the Due Date on which it is to become effective.

### CONTRACT PROVISIONS

**ENTIRE CONTRACT:** The entire contract between the Policyholder and Us consists of this policy, the certificate of insurance, any individual enrollment forms, the group application, and any papers made a part of this policy at issue.

**CHANGES:** No agent has authority to change or waive any part of this policy. To be valid, any change or waiver must be in writing, approved by one of Our officers and made a part of this policy.

**TIME PERIODS:** All periods begin and end at 12:01 A.M., Standard Time at the place where this policy is delivered.

**CERTIFICATES:** We will give certificates to:

- a) the Policyholder; or
- b) any other person according to a mutual agreement among the other person, the Policyholder, and us; for delivery to Insured Persons.

The certificates will state the features of this policy which are important to Insured Persons.

**NEW ENTRANTS:** New persons to the groups or classes eligible for insurance must be added to the groups or classes for which they are eligible.

**DATA FURNISHED BY POLICYHOLDER:** The Policyholder will, upon Our request, give us:

- a) the names of all persons initially eligible;
- b) the names of all additional persons who become eligible;
- c) the names of all persons whose benefits are to be changed;
- d) the names of all persons whose insurance is canceled; and
- e) any data necessary to calculate premiums.

The Policyholder's failure to report a person's termination of insurance does not continue the coverage beyond the date of termination.

The Policyholder, with Our approval, may keep the important insurance records on all Covered Persons. The Policyholder must give Us information, when and in the manner We ask, to administer the insurance provided by this policy.

The Policyholder's insurance records will be open for Our inspection at any reasonable time.

**CANCELLATION:** This policy may be canceled at any time by written notice mailed or delivered by Us to the Policyholder or by the Policyholder to Us. If We cancel, We will mail or deliver the notice to the Policyholder at its last address shown in Our records.

If We cancel, it becomes effective on the later of:

- a) the date stated in the notice; or
- b) the 31st day after We mail or deliver the notice.

If the Policyholder cancels, it becomes effective on the later of:

- a) the date We receive the notice; or
- b) the date stated in the notice.

In either event:

- a) We will promptly return any unearned premium paid; or

- b) the Policyholder will promptly pay any earned premium which has not been paid.

Any earned or unearned premium will be determined on a pro rata basis.

Cancellation will not affect any claim for loss due to an accident which occurs before the effective date of the cancellation.

**NOT IN LIEU OF WORKERS' COMPENSATION:** This policy does not satisfy any requirement for workers' compensation insurance.

**INCORPORATION PROVISION:** The Certificate(s) of Insurance and Riders listed below are attached to, incorporated in and made a part of this Policy.

<u>Form</u>	<u>Applicable To</u>	<u>Effective Date of Incorporation</u>
Certificate of Insurance Form	All Eligible Persons	January 1, 2012
Rider Form WIC RIDER EME	All Eligible Persons	January 1, 2012
Rider Form WIC RIDER ER	All Eligible Persons	January 1, 2012

**Underwritten by Wesco Insurance Company  
59 Maiden Lane  
New York City, NY 10038**

**Policyholder:** ABC, Inc.

**Policy Number:** ABC1234567

We have issued a Policy to the Policyholder named above for the benefit of [members][employees] of the Policyholder. The provisions of the Policy that are important to You are summarized in this Certificate; consisting of this Certificate and any additional forms which have been made a part of this Certificate. This Certificate replaces all certificates which may have been given to You earlier for the Policy. The Policy alone is the only contract under which payment will be made. Any difference between the Policy and this Certificate will be settled according to the provisions of the Policy.

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### Group Limited Benefits Certificate of Coverage

**THIS CERTIFICATE PROVIDES COVERAGE FOR LOSSES DUE TO ACCIDENTS ONLY. IT DOES NOT PROVIDE COVERAGE FOR SICKNESS OR LOSSES DUE TO SICKNESS. READ THIS CERTIFICATE CAREFULLY.**

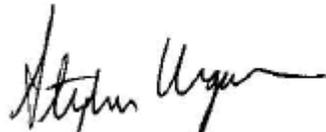
**THIS CERTIFICATE PROVIDES COVERAGE FOR LOSSES DUE TO ACCIDENTS. IT ALSO PROVIDES A LIMITED SICKNESS BENEFIT. IT IS, THEREFORE, IMPORTANT TO READ THIS CERTIFICATE CAREFULLY.**

### Limited Benefit. Please Read Carefully.

Signed for Wesco Insurance Company



President



Secretary

#### GENERAL DEFINITIONS

**Accident or Accidental** means a sudden, unexpected, specific and abrupt event that occurs at an identifiable time and place while the Policy is in force with respect to the Covered Person.

**Active Work and Actively at Work** – The eligible employee is performing all of the usual and customary duties of his or her or her job on a full-time basis for the Policyholder, as defined in the Certificate Schedule. This must be done at the Policyholder's customary place of employment or business, or at some location to which the employment requires the person to travel.

**Certificate Year:** For the first year is the period of time that begins on the Covered Person's Effective Date and ends on the day before the next following  
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anniversary date. For subsequent years, it is the period of time that begins on the first and each subsequent anniversary and ends on the day before the next anniversary.

**Civil Union** means a same-sex relationship similar to marriage that is recognized by law.

**Covered Accident** means an Accident those results in a Covered Loss.

**Covered Loss** means a loss which meets the requisites of one or more benefits or additional benefits, results from an Injury, and for which benefits are payable under this Policy.

**Covered Person** means You [or Your Eligible Dependent] while covered under the Policy.

**Confined and Confinement** mean:

1. being admitted to a Hospital for receiving inpatient hospital services; and
2. the patient is charged for at least one day's room and board by the hospital each time he or she is admitted.

A period of Confinement consists of consecutive days of Confinement following the date the Covered Person is admitted as an inpatient. The last calendar day of a period of Confinement is not counted as a day of Confinement unless a charge is made for the last day.

**Doctor:** A person who is:

1. Licensed as a provider of medical services by the state in which the provider practices.
2. Acting within the scope of their license.
3. Not one of the following:
  - a. A person who ordinarily resides in Your household
  - b. A member of Your immediate family
  - c. The Policyholder.

**Domestic Partner** means:

1. persons currently registered as Domestic Partners in the District of Columbia in accordance with the Health Care Benefits Expansion Act, D.C. Code Ann. §§ 32-701 – 32-710 (2001), as amended, as certified by the Mayor; or
2. persons who have a relationship established in accordance with the laws of another jurisdiction, other than marriage, that is substantially similar to a Domestic Partnership established under the Health Care Benefits Expansion Act, D.C. Code Ann. §§ 32-701 – 32-710 (2001), as amended, as certified by the Mayor.

**Domestic Partnership** means the relationship between two persons of the same or opposite sex who:

1. become Domestic Partners by executing a declaration of Domestic Partnership to be filed with the Mayor; or
2. who have signed a declaration of Domestic Partnership affirming under penalty of perjury that each Domestic Partner is:
  - a. at least 18 years old and competent to contract;
  - b. the sole Domestic Partner of the other person; and
  - c. not married.

A Domestic Partnership shall be terminated if either Domestic Partner terminates the Domestic Partnership by filing a termination statement with the Mayor or as otherwise required or permitted by District of Columbia law. If a termination statement is filed, the person filing the termination statement shall declare that: (i) the Domestic Partnership is to be terminated; and (ii) a copy of the termination

statement has been served on the other Domestic Partner if the termination statement is not signed by both Domestic Partners. A termination statement filed pursuant to this paragraph shall take effect 6 months after the statement is filed.

**Hospital** means an institution which:

1. operates pursuant to law;
2. primarily and continuously provides medical care and treatment of sick and injured persons on an inpatient basis;
3. operates facilities for medical and surgical diagnosis and treatment by or under the supervision of a staff of legally qualified physicians; and
4. provides 24 hour a day nursing service by or under the supervision of registered graduate nurses (R.N.).

Hospital does not mean any institution or part thereof which is used primarily as:

1. a nursing home, convalescent home, or skilled nursing facility;
2. a place for drug addicts or alcoholics; or
3. a place for rest, custodial care, or for the aged.

**Immediate Family Member** means a Covered Person's parent, step-parent, spouse, child, step-child, brother or sister, partner to a Civil Union or Civil Union partner and/or dependent.

**Injury** means bodily injury resulting directly from Accident and independently of all other causes which occurs while the Covered Person is covered under the Policy. Loss resulting from:

1. sickness or disease, except a pus-forming infection which occurs through an accidental wound; or
2. medical or surgical treatment of a sickness or disease;

is not considered as resulting from Injury.

**We, Us or Our** means the insurance company named on the face page.

**Written Request** means any form provided by Us for the particular request.

**You, Your or Insured Person** means an Eligible Person while he or she is covered under the Policy.

**INSURED PERSONS PERIOD OF COVERAGE**

**Effective Date:** Subject to payment of any premium due, if You give Us a Written Request, Your coverage becomes effective on the later of:

1. the Policy Effective Date; or
2. The date You meet all the eligibility and enrollment requirements, subject to payment of premium when due.

[You must be Actively At Work on the date Your insurance becomes effective. (If the date that insurance was to go into effect is not a normally scheduled work day for You, You must have been Actively at Work on the last scheduled work day prior to the date insurance becomes effective under the Policy). If You are not so Actively at Work, Your insurance will be deferred until the date You are Actively at Work.]

**Termination:** Your coverage terminates on the earlier of:

1. the date the Policy is terminated; or
2. the Premium Due Date on or next following the date You:
  - a. cease to be an Eligible Person;
  - b. attain the Policy Age Limit, if any, shown in the Schedule of Benefits; or
  - c. fail to pay any required premium, subject to the Grace Period provision.

**Request For Change In Coverage:** If You give Us a Written Request for a change in Your coverage, and if You:

1. are not eligible for the coverage requested, the change will not become effective;
2. are eligible for the coverage requested, the change will become effective on the first day of the month on or next following the date We receive the request.

#### INSURED DEPENDENTS PERIOD OF COVERAGE

You are insured with Dependents Coverage if it is indicated on Your Schedule.

**Eligibility:** Eligible Dependents are defined below. In any event, You, the Insured Person, are not an Eligible Dependent.

#### Eligible Dependents:

1. **Spouse** means Your spouse unless:
  - a. You and Your spouse are legally separated or divorced; or
  - b. He or she has attained the Policy Age Limit, if any, shown in the Schedule.
2. **Domestic Partner** means a person with whom you have entered into a domestic partnership, unless:
  - a. the domestic partnership is dissolved; or
  - b. Your Domestic Partner has attained the Policy Age Limit, if any, shown in the Schedule.
3. **Civil Union Partner** means a person with whom you have entered into a Civil Union partnership, unless:
  - a. the Civil Union is dissolved; or
  - b. Your Civil Union partner has attained the Policy Age Limit, if any, shown in the Schedule.
4. **Child or Children** means Your unmarried child, stepchild, legally adopted child, or foster child:
  - a. who is less than age [19] and primarily dependent on You for support and

maintenance; or

- b. who is at least age [19] but less than age [24] who:
  - 1) regularly attends an institution of learning; and
  - 2) is primarily dependent on You for support and maintenance.

Child or Children will also mean an unmarried child under age [19] who is dependent upon Your Domestic Partner or Civil Union partner.

**Effective Date:** Subject to payment of the premium due, each Eligible Dependent will become covered under the Policy on the later of:

1. the date You become an Insured Person;
2. the first day of the month on or next following the date We receive Your Written Request for coverage of Dependents; or
3. the date the person qualifies as an Eligible Dependent.

**Termination:** Coverage of each Eligible Dependent terminates on the Premium Due Date on or next following the earlier of:

1. the date You cease to be an Insured Person; or
2. the date he or she ceases to qualify as an Eligible Dependent.

However, if dependent's coverage would terminate because of Your death, coverage will continue until the premium due date on or next following Your death unless continued in accordance with the Surviving Spouse Continuation provision.

**Surviving Spouse Continuation:** If You die while Your Spouse is covered under the Policy, Your Surviving Spouse may continue:

1. his or her coverage; and
2. coverage of Your dependent children who were covered by the Policy on the date of Your death.

We must receive a request and the required premium to continue the coverage within 31 days of the Premium Due Date next following the date of Your death.

Solely for the purpose of continuing the coverage, the Spouse will be considered the Insured Person. However, this will not continue the spouse's or any dependent children's coverage beyond:

1. a date the coverage would normally cease under the Dependent Termination Provision; or
2. the premium due date next following the date the Spouse remarries.

**Request For Change In Coverage:** If You give Us a Written Request for a change in the coverage of Your Eligible Dependents, and if he or she:

1. is not eligible for the coverage requested, it will not become effective; or

- is eligible for the coverage requested, the change will become effective on the first day of the month on or next following the date We receive the request.

## BENEFITS

**Incapacitated Child:** Coverage of a child who, on the date he or she reaches age [19] or [24], is:

- covered under the Policy;
  - mentally or physically incapable of earning his or her own living; and
  - unmarried and primarily dependent on You for support and maintenance;
- will not terminate solely due to age.

However, You must give Us written notice of the incapacity within 31 days of the termination date.

Coverage will continue as long as:

- the incapacity continues; and
- the required premium is paid.

We may, from time to time, require proof of continued incapacity and dependency. After the first two years, We cannot require proof more than once each year.

## PREMIUMS

The first premium for each Covered Person is due on the date You enroll Yourself and any eligible Dependents under the Policy. Each premium after the initial premium is due at the end of the period for which Your preceding premium was paid. We will send you a bill for the premium due in advance of the due date. See the Schedule of Benefits for the Frequency of Premium payment.

**Individual Grace Period:** After the first premium has been paid, You will have a 31 day grace period following the date Your next premium is due. If Your premium has not been received by Us before the 31 day grace period, Your coverage under the Policy will terminate in accordance with the Termination Provision.

## GENERAL EXCLUSIONS

The Policy does not cover any loss resulting from:

- intentionally self-inflicted Injury, suicide or attempted suicide, whether sane or insane;
- war or act of war, whether declared or undeclared;
- Injury sustained while full-time in the armed forces of any country or international authority;
- [travel or flight in any aircraft except as a fare-paying passenger on a regularly scheduled charter or commercial flight.]
- Injury sustained while voluntarily taking drugs which federal law prohibits dispensing without a prescription, including sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless the drug is taken as prescribed or administered by a licensed physician;
- Injury sustained while committing or attempting to commit a felony.

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

If Injury to the Covered Person results, within 365 days of the date of a Covered Accident, in any one of the losses shown below, We will pay the benefit amount shown below for that Covered Loss. The Principal Sum is shown in the attached Schedule of Benefits. If multiple losses occur, only one benefit amount, the largest, will be paid for all losses due to the same Covered Accident.

For Loss of :	The Policy Pays:
Life	The Principal Sum
[One Hand and One Foot	The Principal Sum]
[Both Hands or Both Feet or Sight of Both Eyes	The Principal Sum]
[Speech and Hearing	The Principal Sum]
[Either Hand or Foot and Sight of One Eye	The Principal Sum]
[Either Hand or Foot .	One-Half The Principal Sum]
[Sight of One Eye	One-Half The Principal Sum]
[Speech or Hearing	One-Half The Principal Sum]
[Thumb and Index Finger of Either Hand	One-Quarter The Principal Sum]

**Loss** means with regard to:

- hands and feet, actual severance through or above wrist or ankle joints;
- sight, speech or hearing, entire and irrecoverable loss thereof;
- thumb and index finger, actual severance through or above the metacarpophalangeal joints.

**Covered Dependents:** We will pay percentage of Your Principal Sum as described in the Schedule of Benefits.

### IN HOSPITAL INDEMNITY CASH

We will pay the Hospital Confinement Benefit shown in the Schedule of Benefits if a Covered Person is Hospital Confined and all of the following conditions are met.

1. The Hospital stay is the direct result, from no other causes, of Injuries sustained in a Covered Accident.
2. The Hospital stay begins within 7 days of a Covered Accident and lasts for the Time Period for Confinement shown in the Schedule of Benefits. We will pay this benefit retroactive to the first day of the Hospital stay.

Benefit payments will end on the first of the following dates:

1. the date the Hospital stay ends; or
2. the date the Covered Person dies; or
3. the date the Maximum Benefit Period for this benefit ends;
4. the date insurance under the Policy ends.

### NON-OCCUPATIONAL WEEKLY ACCIDENTAL INCOME BENEFIT

We will pay the Benefit shown in the Schedule of Benefits (less Reductions and Other Income Benefits) if a Covered Person is Totally Disabled as a direct result of, and from no other cause but, a Covered Accident. Benefits will begin when:

1. the applicable Benefit Waiting Period shown in the Schedule of Benefits for this benefit is satisfied; and
2. the Covered Person provides satisfactory proof of Total Disability to Us.

Benefit Payments will end on the first of the following dates:

1. the date the Covered Person dies; or
2. the date the Covered Person is no longer Totally Disabled; or
3. the date the Maximum Benefit Period for this benefit ends; or
4. the date the Covered Person fails to submit satisfactory proof of continuing Total Disability.

Benefits are based on a week of seven days. If Your Benefits are due for a partial week, they will accumulate on a daily basis at a rate of one-seventh of Your weekly rate.

**Reduction of Benefits Due to Other Sources of Income:** Your Disability benefit amount will be reduced as much as is necessary to keep the total of the amount payable plus all of Your income from other sources from being more than 70% of Your gross average weekly earnings from all salaries, wages, commissions, bonuses, and other direct regular income.

**Exclusion:** In addition to the GENERAL

EXCLUSIONS section in this Certificate, We will not provide benefits for a Covered Injury for which the Covered Person is entitled to benefits under Workers Compensation, Employer Liability Law, or other similar law.

[This benefit is not available to Covered Dependent Children.]

**Definitions:** In addition to the definitions in the GENERAL DEFINITIONS section, the following definition applies to this benefit:

**Total Disability or Totally Disabled** means, due to an Injury from a Covered Accident, a Covered Person:

1. if employed, cannot do any work for which he or she is, or may become, qualified by reason of education, experience or training; and
2. if not employed, cannot perform the normal and customary activities of a healthy person of like age and sex.

### EXCESS ACCIDENT MEDICAL EXPENSE BENEFITS

After a Covered Person has satisfied the Deductible and subject to the Coinsurance amount shown in the Schedule of Benefits, We will pay Excess Accident Medical Expense Benefits for Covered Expenses that result directly, and from no other cause, from a Covered Accident. Benefits are payable up to the Benefit Maximum Amount shown in the Schedule of Benefits.

Excess Accident Medical Expense Benefits are only payable:

1. for Usual and Customary Charges incurred after the Deductible has been met;
2. for those Medically Necessary Covered Expenses that the Covered Person receives;
3. the first treatment or service occurs within 90 days of the Covered Injury; and
4. the medical expenses are incurred within 52 weeks of the Covered Injury.

No benefits will be paid for any expenses incurred that are in excess of Usual and Customary Charges.

### Covered Medical Expenses when Medically Necessary are:

1. Hospital room and board expenses: the daily room rate when a Covered Person is Hospital confined and general nursing care is provided and charged for by the Hospital. In computing the number of days payable under this benefit, the date of admission will be counted but not the date of discharge.
2. Ancillary Hospital expenses: services and supplies including operating room, laboratory tests, anesthesia and medicines (excluding take home drugs) when Hospital Confined.
3. Medical emergency care (room and supplies) expenses: incurred within 72 hours of an Accident and including the attending Doctor's charges, X-rays, laboratory procedures, use of the emergency room and supplies.

4. Outpatient surgical room and supply expenses for use of the surgical facility.
5. Outpatient diagnostic X-rays, laboratory procedures and tests.
6. Doctor non-surgical treatment/examination expenses (excluding medicines) including the Doctor's initial visit, each necessary follow-up visit and consultation visits when referred by the attending Doctor.
7. Doctor's surgical expenses.
8. Assistant surgeon expenses when Medically Necessary.
9. Anesthesiologist expenses for pre-operative screening and administration of anesthesia during a surgical procedure whether on an inpatient or outpatient basis.
10. Outpatient laboratory test expenses
11. Physiotherapy (physical medicine) expenses on an inpatient or outpatient basis limited to one visit per day; expenses include treatment and office visits connected with such treatment when prescribed by a Doctor, including diathermy, ultrasonic, whirlpool, or heat treatments, adjustments, manipulation, message or any form of physical therapy.
12. X-ray expenses (including reading charges) but not for dental X-rays
13. Diagnostic Imaging Expenses: including Magnetic Resonance Imaging (MRI) and CAT Scan.
14. Dental Expenses including x-rays for the repair or treatment of each injured tooth that is whole sound and a natural tooth at the time of the Accident.
15. Ambulance expenses for transportation from the emergency site to the Hospital.
16. Rehabilitative braces or appliances prescribed by a Doctor. It must be durable medical equipment that 1) is primarily and customarily used to serve a medical purpose; 2) can withstand repeated use; and 3) generally is not useful to a person in the absence of Injury. No benefits will be paid for rental charges in excess of the purchase price.
17. Prescription drug expenses (for injuries only) prescribed by a Doctor and administered on an outpatient basis.
18. Medical equipment rental expenses for a wheelchair or other medical equipment that has therapeutic value for a Covered Person. We will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs, eyeglasses and hearing aids.
19. Medical services and supplies: expenses for blood and blood transfusions; oxygen and its administration.

**Exclusions:**

In addition to the GENERAL EXCLUSIONS section in this Certificate, We will not cover expenses under this additional benefit for:

1. Cosmetic, plastic or restorative surgery unless Medically Necessary for the treatment of the Covered Injury.

Medically Necessary for the treatment of the Covered Injury.

3. Covered Injury for which the Covered Person is entitled to benefits under Workers Compensation Benefits, Employer Liability Law, or other similar law.
4. Travel outside of the United States of America.
5. Personal comfort or convenience items, such as but not limited to Hospital telephone charges, television rental, or guest meals.
6. Treatment by an Immediate Family Member.

7. Expenses incurred for dental care, treatment, repair or replacement of sound natural teeth unless Medically Necessary for the treatment of the Covered Injury.

8. Expenses incurred for eye examinations, eye glasses, contact lenses or hearing aids or the fitting, repair or replacement of these items unless Medically Necessary for the treatment of the Covered Injury.

9. A hernia.

10. Routine physical examinations and related medical services  or elective treatment or surgery  or Experimental/Investigational treatments or procedures.

11. A Medical Repatriation.

12. Expenses incurred for psychological or psychiatric counseling of any kind or any expense for treatment of mental or nervous diseases or disorders.

13. Expenses which the Covered Person is not legally obligated to pay.

14. Expenses for Custodial Services or services provided by a private duty nurse unless such expenses are incurred as a result of a Covered Injury.

15. Expenses related to the repair or replacement of existing artificial limbs, eyes, or other prosthetic appliances, or rental of existing medical equipment unless for the purpose of modifying the item because the Covered Injury has caused further impairment in the underlying bodily condition.

16. Treatment involving conditions caused by repetitive motion injuries or cumulative trauma and not a result of a Covered Injury.

17. [being legally intoxicated while operating a motor vehicle.

- a. A Covered Person will be conclusively presumed to be legally intoxicated if the level of alcohol in his or her blood exceeds the amount at which a person is presumed intoxicated under the law of the locale wherein the Accident occurred.

## CLAIMS

18. Voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless prescribed by a Physician for the Covered Person. (Accidental ingestion of a poisonous food substance or consumption of a controlled drug is not excluded.)

In addition to the definitions in the GENERAL DEFINITIONS section, the following definitions apply to this benefit:

**Coinsurance** means the percentage of Usual and Customary Charges for which the Covered Person is responsible for a covered service. The Coinsurance percentage is shown in the Schedule of Benefits.

**Deductible** means the amount of Covered Medical Expenses that must be paid in full by You each Certificate Year for each Covered Person before any benefits are payable by Us. The Deductible is shown on the Schedule of Benefits.

**Experimental / Investigational** means treatment, a device or prescription medication which is recommended by a Doctor, but is not considered by the medical community as a whole to be safe and effective for the condition for which the treatment, device or prescription medication is being used, including any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice; and any of those items requiring federal or other governmental agency approval not received at the time services are rendered.

**Medically Necessary** means the services or supplies provided by a Hospital or Doctor that are required to identify or treat an Injury and which are:

1. consistent with the symptom or diagnosis and treatment of a Covered Person's Injury;
2. appropriate with regard to standards of good medical practice;
3. not solely for the convenience of a Covered Person, a Doctor or other provider; and
4. the most appropriate supply or level of service that can be safely provided to the Covered Person.

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

**Usual and Customary Charges** means fees and prices generally charged within the locality where performed for Medically Necessary services and supplies required for treatment of cases of comparable severity and nature.

**Notice of Claim:** The person who has the right to claim benefits (the claimant or beneficiary) must give Us written notice of a claim within 30 days after a covered loss begins. If notice cannot be given within that time, it must be given as soon as reasonably possible.

The notice should include Your name and the Policy number. Send it to Our administrative notice or give it to Our agent.

**Claim Forms:** When We receive the notice of claim, We will send forms to the claimant for giving Us proof of loss. The forms will be sent within 15 days after We receive the notice of claim.

If the forms are not received, the claimant will satisfy the proof of loss requirement if a written notice of the occurrence, character and nature of the loss is sent to us.

**Proof of Loss:** Proof of loss must be sent to Us in writing within 90 days after:

1. the end of a period of Our liability for periodic payment claims; or
2. the date of the loss for all other claims.

If the claimant is not able to send it within that time, it may be sent as soon as reasonably possible without affecting the claim. The additional time allowed cannot exceed one year unless the claimant is legally incapacitated.

**Time of Claim Payment:** We will pay any daily, weekly or monthly benefit due:

1. on a monthly basis, after We receive the proof of loss, while the loss and liability continue; or
2. immediately after We receive the proof of loss following the end of Our liability.

We will pay any other benefit due immediately after We receive the proof of loss.

**Payment of Claims:** We will pay any benefit due for loss of life:

1. according to the beneficiary designation in effect under the Policy at the time of death; or
2. if no beneficiary is designated, according to the beneficiary designation under the Group Life Insurance Policy issued to the Policyholder and in effect at time of death; otherwise
3. to Your estate.

All other benefits due and not assigned will be paid to You, if living. Otherwise, the benefits may, at Our option, be paid:

1. according to the beneficiary designation; or
2. to Your estate.

If a benefit due is payable to:

1. Your estate; or
  2. You or a beneficiary who is either a minor or not competent to give a valid release for the payment;
- We may pay up to \$1,000 of the benefit due to some other person.

The other person will be someone related to You or the beneficiary by blood or marriage who We believe is entitled to the payment. We will be relieved of further responsibility to the extent of any payment made in good faith.

**Appealing Denial of Claims:** If a claim for benefits is wholly or partially denied, notice of the decision shall be furnished to You. The written decision will:

1. give the specific reason or reasons for denial;
2. make specific reference to the Policy provision on which the denial is based;
3. provide a description of any additional information necessary to prepare the claim and an explanation of why it is necessary; and
4. provide an explanation of the review procedure.

On any denied claim, You or Your representative may appeal to Us for a full and fair review. The claimant may:

1. request a review upon written application within 60 days of the receipt of claim denial;
2. review pertinent documents;
3. submit issues and comments in writing.

We will make a decision no more than 60 days after the receipt of the request for review, except in special circumstances (such as the need to hold a hearing), but in no case more than 120 days after We receive the request for review. The written decision will include specific reasons on which the decision is based.

**Examination and Autopsy:** While a claim is pending We have the right, at our expense:

1. to have the person who has a loss examined by a physician when and as often as We feel is necessary; and
2. to make an autopsy in case of death where it is not forbidden by law.

**Legal Actions:** You cannot take legal action against us:

1. before 60 days following the date proof of loss is sent to us;
2. after 6 years following the date proof of loss is due.

**Naming a Beneficiary:** You may name a beneficiary or change a revocably named beneficiary by giving Your Written Request to the Policyholder. Your request takes effect on the date You execute it, regardless of whether You are living when the Policyholder receives it. We will be relieved of further responsibility to the extent of any payment We made in good faith before the Policyholder received Your request.

**Assignment:** We will recognize any assignment You make under the Policy, provided:

1. it is duly executed; and
2. a copy is on file with us.

We and the Policyholder assume no responsibility for the validity or effect of an assignment.

**Time Limit on Certain Defenses:** After two years from the date on which a person becomes covered under the Policy, no statements, except fraudulent misstatements made by the Insured Person in the enrollment for coverage shall be used to void the Policy or deny a claim.

**Fraudulent Misstatement:** If a Covered Person makes a fraudulent misstatement in the application for coverage under the Policy, We may reduce or deny any claim or void the coverage at any time.

# Wesco Insurance Company

Cleveland, OH 44131

## ACCIDENT EMERGENCY ROOM BENEFIT RIDER

### Limited Benefit. Please Read Carefully.

**THIS RIDER PROVIDES COVERAGE FOR LOSSES DUE TO ACCIDENTS ONLY. IT DOES NOT PROVIDE COVERAGE FOR OR LOSSES DUE TO SICKNESS. IT IS, THEREFORE, IMPORTANT TO READ THIS RIDER CAREFULLY.**

The [Policy] [Certificate] to which this Benefit Rider is attached is amended to include the following benefit:

This Rider is subject to all of the terms and condition of the Policy which are not in conflict with the terms of this Rider.

### EMERGENCY ROOM COVERAGE

We will pay the Benefit Amount shown in the Emergency Room Benefit Schedule if a Covered Person requires Medically Necessary treatment by a Doctor in a Hospital emergency room for a Medical Emergency due to an Injury. This benefit will be paid in addition to any other benefits that may be payable under the Policy.

Emergency Room Benefit Schedule	
<b>Benefit Amount:</b>	[\$100-\$1,000] per Visit
<b>Maximum Number of Visits:</b>	[1-5] Visits per Covered Person per Calendar Year

**Exclusions and Limitations** to: In addition the appropriate Exclusions shown in the Certificate of Coverage, We will not pay for any loss as a result of:

- 1) All types of hernia, however caused,
- 2) Injury arising out of or in the course of employment for wage or profit, unless the Covered Person is ineligible for or legally exempt from Workers' Compensation coverage;
- 3) any loss to which a contributing cause was the Covered Person's being engaged in any illegal occupation or activity;
- 4) Injury to which a contributing cause was the Insured Person being under the influence of or resulting from the use of intoxicants, including alcohol;
- 5) any loss to which a contributing cause was the Covered Person's participation as a professional in athletics.

**Definitions:** As they relate to this benefit:

*Medical Emergency* means an Injury for which the Covered Person seeks immediate medical treatment at the nearest available facility. The Injury must be one of sufficiently severity that, without immediate medical attention, could reasonably be expected to result in:

1. placing the Insured Person's health in serious jeopardy;
2. serious impairment of bodily functions; or
3. serious dysfunction of any bodily organ or part.

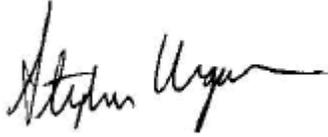
*Medically Necessary* means Medically Necessary means health care services that a Doctor, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are:

1. In accordance with generally accepted standards of medical practice;
2. clinically appropriate, in terms of type, frequency, extent, site and duration and considered effective for the patient's illness, injury or disease; and
3. not primarily for the convenience of the patient, Doctor or other health care provider and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease.

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

For the purposes of this definition, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community or otherwise consistent with the standards set forth in policy issues involving clinical judgment.

**In Witness Whereof** We Have caused this Rider to be signed by our President and Secretary.

A handwritten signature in black ink, appearing to read "Stephen Unger", written in a cursive style.

Secretary

A handwritten signature in black ink, appearing to be the initials "BW", written in a cursive style.

President

**Wesco Insurance Company**  
Cleveland, OH 44131

**ACCIDENT EMERGENCY MEDICAL EVACUATION  
BENEFIT RIDER**

**Limited Benefit. Please Read Carefully.**

**THIS RIDER PROVIDES COVERAGE FOR LOSSES DUE TO ACCIDENTS ONLY. IT DOES NOT PROVIDE COVERAGE FOR OR LOSSES DUE TO SICKNESS. IT IS, THEREFORE, IMPORTANT TO READ THIS RIDER CAREFULLY.**

The [Policy] [Certificate] to which this Benefit Rider is attached is amended to include the following benefit:

This Rider is subject to all of the terms and condition of the Policy which are not in conflict with the terms of this Rider.

**EMERGENCY MEDICAL EVACUATION EXPENSE COVERAGE**

Subject to satisfaction of the Deductible Amount, We will pay the Benefit Amount shown in the Emergency Medical Evacuation Benefit Schedule if a Covered Person requires Emergency Medical Evacuation due to an Injury received in an Accident. Benefits payable are subject to the Benefit Amount shown in the Schedule.

<b>Emergency Medical Evacuation Benefit Schedule</b>	
Benefit Amount:	[\$5,000 - \$50,000]
Deductible Amount:	[\$100 - \$250 per evacuation]
Minimum Number of Miles	[50-200]

A Doctor, in coordination with the assistance company [*insert name of Assistance Company and contact information*], must order the Emergency Medical Evacuation and must certify that the severity of the Covered Person's Injury warrants his or her Emergency Medical Evacuation to the closest adequate Hospital for the purpose of stabilizing the Covered Person's condition. It must be determined that such Emergency Medical Evacuation is required due to the inadequacy of local facilities and that the closest adequate Hospital is at least the Minimum Number of Miles shown in the Schedule from where the Covered Person resides.

**Exclusions and Limitations:** In addition to any appropriate Exclusions and Limitations shown in the Policy, We will not pay for any Emergency Medical Evacuation that is:

- 1) against the advice of a Doctor; or
- 2) for the purpose of obtaining medical care for a condition that is not the result of an Injury.

**Definitions:** As they relate to this benefit.

*Common Carrier* means any regularly scheduled land, sea, and/or air conveyance operating under a valid license for the transportation of passengers for hire.

*Covered Emergency Evacuation Expenses* are the usual and customary expenses for necessary Transportation, related medical services and medical supplies incurred in connection with the Emergency Medical Evacuation of a Covered Person. All Transportation arrangements made for evacuating the Covered Person must be by the most direct and economical route possible. Expenses for Transportation must be:

- 1) ordered by the attending Doctor who must certify that the severity of the Covered Person's Injury warrants his or her Emergency Medical Evacuation and adequate medical treatment is not locally available;
- 2) required by the standard regulations of the conveyance transporting the Covered Person; and
- 3) authorized in advance by [*add appropriate contact information – Insurer or name authorized representative*]. In the event the Covered Person's Injury prevents prior authorization of the Emergency Medical Evacuation, [*add appropriate contact information*] must be notified as soon as reasonably possible.

*Emergency Medical Evacuation* means the Covered Person's medical condition warrants immediate transportation from the place where the Covered Person is Injured to the nearest Hospital where appropriate medical treatment can be obtained.

*Transportation* means any land, sea or air conveyance required to transport the Covered Person during an Emergency Medical Evacuation. Transportation includes, but is not limited to, Common Carrier, air ambulances, land ambulances and private motor vehicles.

*Usual and Customary* means the most common charge for similar professional services, drugs, procedures, devices, supplies or treatment within the city in which the charge is incurred.

**Special Limitation:** In the event [*add appropriate contact information*] could not be contacted to arrange for emergency Transportation, benefits are limited to the amount We would have paid had We or Our authorized representation had been contacted.

In Witness Whereof We Have caused this Rider to be signed by our President and Secretary.



Secretary



President

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:

**AMERICAN SENIOR CONSUMER ASSOCIATION, INC.**

**IN WITNESS WHEREOF I** have hereunto set my hand and caused the seal of this office to be affixed as of the **13th** day of **April, 2006**.

Patrick J. Canavan, Psy. D.  
Director

Business and Professional Licensing Administration

  
Patricia E. Grays  
Superintendent of Corporations  
Corporations Division

Anthony A. Williams  
Mayor

**ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
AMERICAN SENIOR CONSUMER ASSOCIATION, INC.  
(District of Columbia Non-Profit Corporation)**

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FILE NUMBER: 223425

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 non-profit corporation is: **AMERICAN SENIOR CONSUMER ASSOCIATION, INC.**

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

1. **ARTICLE THIRD** is amended to read as follows:

**ARTICLE THIRD.  
PURPOSES**

**Purposes.** The corporation is organized and shall be operated exclusively for charitable, educational or scientific purposes including, for such purposes, (a) the fostering and promoting of education and research concerning the advantages and availability of suitable discounted medical, medically related, non-medical and other benefit and service programs in respect of its members; (b) the collection and dissemination of statistics and other relevant and reliable information, facts and data concerning the benefits, medical issues and other related matters; (c) the location and determination of suitable and appropriate benefits, medical and other related products and services needed and desired by members at efficient and reasonable costs; and (d) the providing of emails, internet websites, media, newsletters, conferences, meetings, seminars, forums and other means of effective communication to members and others concerning the purposes of the corporation.

APR 13 2006

2. ARTICLE FOURTH is amended to read as follows:

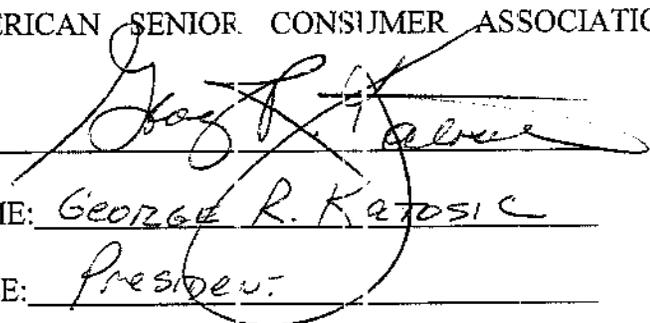
**ARTICLE FOURTH.  
MEMBERS**

**Members.** The corporation shall have members. The bylaws of the corporation, as adopted by the board of directors, shall include the designation of each class or classes, the manner of the appointment of the members of each class and the qualifications and rights of the members of each class.

**THIRD:** The amendment was adopted at a meeting of the Board of Directors held on March 20, 2006, and received the vote of a majority of the Directors in office, there being no members having voting rights in respect thereof.

Dated this 20<sup>th</sup> day of March, 2006

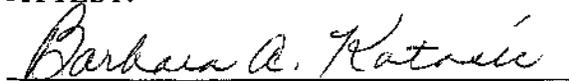
AMERICAN SENIOR CONSUMER ASSOCIATION,  
INC.

BY: 

NAME: George R. Katosic

TITLE: President

ATTEST:

  
Barbara A. Katosic  
SECRETARY

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 INCORPORATION** is hereby issued to:

**AMERICAN SENIOR CONSUMER ASSOCIATION, INC.**

**IN WITNESS WHEREOF I** have hereunto set my hand and caused the seal of this office to be affixed as of the **31st** day of **October, 2002**.

David Clark  
DIRECTOR

Elizabeth O. Kim  
Administrator  
Business Regulation Administration

A handwritten signature in cursive script, reading "Maxine M. Hinson", written over a horizontal line.

Maxine M. Hinson  
Act. Assistant Superintendent of Corporations  
Corporations Division

Anthony A. Williams  
Mayor

**ARTICLES OF INCORPORATION  
OF  
AMERICAN SENIOR CONSUMER ASSOCIATION, INC.**

TO:  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
BUSINESS REGULATION ADMINISTRATION  
CORPORATIONS DIVISION  
941 NORTH CAPITOL STREET, NE  
WASHINGTON, DC 20002

We, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators of a corporation under the NON-PROFIT CORPORATION ACT (D.C. Code, 1981 edition, Title 29, Chapter 5), adopt the following Articles of Incorporation:

**FIRST:** The name of the corporation is AMERICAN SENIOR CONSUMER ASSOCIATION, INC.

**SECOND:** The period of its duration is perpetual.

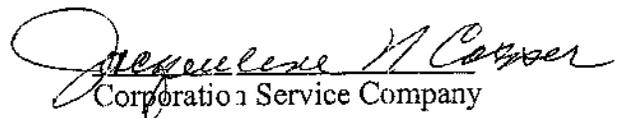
**THIRD:** The purpose or purposes for which the corporation is organized are to notify seniors of the availability of suitable insurance products and related benefits and service.

**FOURTH:** The Corporation shall have no members.

**FIFTH:** Directors shall be elected or appointed as so provided in the Bylaws of the Corporation.

**SIXTH:** The regulation of the internal affairs of the Corporation shall be in accordance with its Bylaws. The dissolution of the Corporation shall be authorized at a meeting of the Board of Directors upon the adoption of a resolution to dissolve by the vote of a majority of the directors in office; and upon such resolution, the Corporation shall cease to conduct its affairs, except insofar as may be necessary for the winding-up thereof, and shall immediately cause a notice of the proposed dissolution to be mailed to each known creditor of the Corporation and shall proceed to collect its assets and apply and distribute them as provided in Title 29, Chapter 3, Subchapter 1, District of Columbia Code.

**SEVENTH:** The registered agent <sup>and registered office address</sup> is Corporation Service Company, 1090 Vermont Avenue, N.W., Washington, D.C. 20005.

  
Corporation Service Company

**EIGHTH:** The directors of the Corporation are as follows:

Such directors shall serve until the first annual meeting or until their successors are elected.

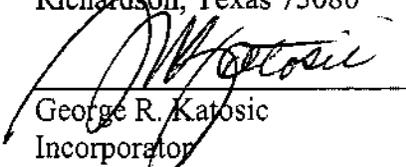
George R. Katosic	Barbara A. Katosic	Anne M. Nored
300 North Coit Rd., Ste 1050	2401 Timbercreek Drive	200 South Oakhurst Drive
Richardson, Texas 75080	Plano, Texas 75075	Aurora, Illinois 60504

**NINTH:** The incorporators of the Corporation are as follows:

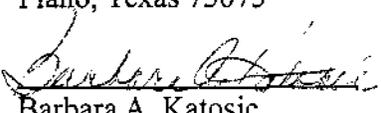
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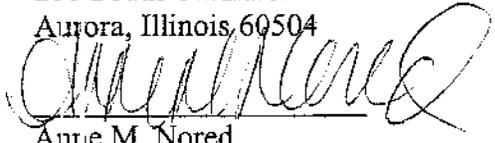
George R. Katosic  
300 North Coit Rd., Ste 1050  
Richardson, Texas 75080

  
George R. Katosic  
Incorporator

Barbara A. Katosic  
2401 Timbercreek Drive  
Plano, Texas 75075

  
Barbara A. Katosic  
Incorporator

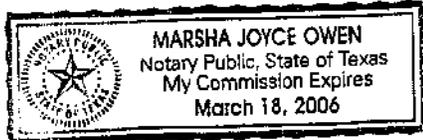
Anne M. Nored  
200 South Oakhurst Drive  
Aurora, Illinois, 60504

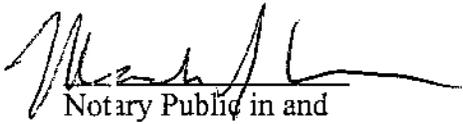
  
Anne M. Nored  
Incorporator

DATE July 12, 2002

I, Marsha J. Owen, a Notary Public, hereby certify that on the 12<sup>th</sup> day of July, 2002 George R. Katosic, Barbara A. Katosic and Anne M. Nored appeared before me and signed the forgoing document as Incorporators, and they averred that the statements contained therein are true.

(Seal)



  
Notary Public in and  
for the State of Texas

RECEIVED AUG 11 2006

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:

**AMERICAN SENIOR CONSUMER ASSOCIATION, INC.**

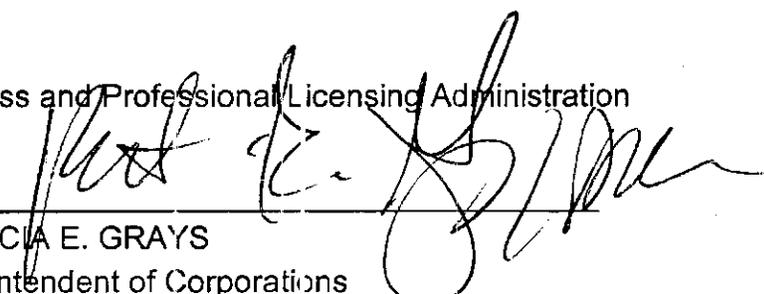
Name Changed To

**BUSINESS WORKERS OF AMERICA.**

**IN WITNESS WHEREOF I** have hereunto set my hand and caused the seal of this office to be affixed as of the **22nd** day of **JUNE, 2006**.

PATRICK J. CANAVAN, PSY. D.  
DIRECTOR

Business and Professional Licensing Administration

  
\_\_\_\_\_  
PATRICIA E. GRAYS  
Superintendent of Corporations  
Corporations Division

Anthony A. Williams  
Mayor

ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
AMERICAN SENIOR CONSUMER ASSOCIATION, INC.  
(District of Columbia Non-Profit Corporation)

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FILE NUMBER: 223425

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 non-profit corporation is: **AMERICAN SENIOR CONSUMER ASSOCIATION, INC.**

**SECOND:** The following Articles of Amendment of the Articles of Incorporation were 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:

**ARTICLE FIRST.  
NAME**

**Name.** The name of the corporation is **Business Workers of America.**

**THIRD:** The amendment was adopted at a meeting of the Board of Directors held on March 20, 2006, and received the vote of a majority of the Directors in office, there being no members having voting rights in respect thereof.

Dated this 20<sup>th</sup> day of March, 2006

American Senior Consumer Association, Inc.

By: \_\_\_\_\_

George R. Katosic, President

ATTEST

\_\_\_\_\_  
Secretary

FILE COPY  
6/22/06

**BYLAWS  
OF  
BUSINESS WORKERS OF AMERICA**

**ARTICLE 1.  
PURPOSES AND POWERS**

**1.01 Purposes.** The corporation is organized for any lawful purpose or purposes as set forth in its Articles of Incorporation, including, but not limited to, being operated for charitable, educational or scientific purposes including, for such purposes, (a) the fostering and promoting of education and research concerning the advantages and availability of suitable discounted medical, medically related, non-medical and other benefit and service programs in respect of its members; (b) the collection and dissemination of statistics and other relevant and reliable information, facts and data concerning the benefits, medical issues and other related matters; (c) the location and determination of suitable and appropriate benefits, medical and other related products and services needed and desired by members at efficient and reasonable costs; and (d) the providing of emails, internet websites, media, newsletters, conferences, meetings, seminars, forums and other means of effective communication to members and others concerning the purposes of the corporation.

**1.02 Powers.** The corporation shall possess all powers which a corporation may have that is organized under the District of Columbia Non-Profit Corporation Act (the "Act"), as the same may from time to time be amended.

**1.03 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 may from time to time designate by duly adopted resolution. The corporation may also have an office or offices at such other place or places within or without the 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 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 Consumer and Regulatory Affairs; and such statement of resignation, or discontinuance of the registered office, shall be effective on the earlier of the filing by the corporation of an amendment to its annual registration statement designating a new registered agent, or registered office if discontinued, or the thirty-first (31<sup>st</sup>) day after the date on which the statement is filed.

### **ARTICLE 3. MEMBERS**

**3.01 Qualification.** The Association shall have one or more classes of members. Membership in the corporation shall be open to any individual consumer eighteen (18) years of age or older or any entity that subscribes to the purposes of the corporation. Members shall have a shared or common interest of having a need for the education, benefits and/or services offered through the Association and shall adhere to the principles and objectives of the Association. The spouse and/or dependents of an active member may also be eligible for optional family membership benefits through the active member. The definition of "dependents" shall be set forth in the terms and conditions of the membership application or as determined by applicable state law.

**3.02 Application and Admission.** Application for membership shall be made in writing, by electronic message confirmation or by telephonic recording and shall contain such information as the corporation may require. Each application shall be accompanied by an application or enrollment 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 designation of such class or classes of members shall be determined by the board of directors and may include but not be limited to, (a) Individual Members, (b) Self-Employed Independent Contractor Members, (c) Corporate Sponsoring Members and their eligible employees, (d) Franchisee Sponsoring Members and their eligible employees, (e) Affiliated Association Sponsoring Members and their eligible members, and (f) Affinity Marketing Group Sponsoring Members and their eligible members

Divisions within each class or classes of members and benefit package levels for each member may also be determined by the board of directors. The qualifications, rights and benefit package levels of each class of members or division of members may be changed at any time by the board of directors.

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

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

**3.06 Voting Rights.** Each member of each class shall have voting rights and shall be entitled to one vote unless limited by the board of directors in accordance with the provisions of these bylaws. Sponsoring Members shall not have voting rights.

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

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

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

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

**3.11 Dues.** The board of directors shall from time to time determine the enrollment or application fee, if any, and the amount of dues payable to the corporation by its members, classes of members or divisions of members. The board of directors may waive any enrollment fees or dues for members, particularly for those who are part of a group where a sponsor of the group pays a stated fee on behalf of all group 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 30 days notice in writing or by email to the Member. A person may only enroll in one membership in the Association.

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

#### **ARTICLE 4. MEETINGS OF MEMBERS**

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

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

**4.04 Notice of Meetings.** Notice of an annual meeting is not required. The corporation may, however, provide written notice of the place, date, and time of a meeting of members of the corporation and, if the meeting is a special meeting, the purpose or purposes for which the meeting is called. The notice shall be delivered to each member entitled to vote at the meeting not later than the 10<sup>th</sup> day and not earlier than the 60<sup>th</sup> 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 tenth (1/10) of the votes entitled to be cast, in person or by proxy, constitute a quorum. The vote of the majority of the votes entitled to be cast by the members present, or represented by proxy, at a meeting at which a quorum is present, shall be the act of the members, unless the vote of a greater number is required by law, the articles or the bylaws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the original meeting. The members present at a duly constituted meeting may continue to transact business until adjournment, despite the withdrawal of enough members to leave less than a quorum.

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

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

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

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

## **ARTICLE 5. DIRECTORS**

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

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

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

- (a) directors must be residents of any state in the United States or the District of Columbia;
- (b) directors must be members of the corporation;
- (c) proposed directors must be nominated by existing directors; and
- (d) directors must attend at least seventy-five (75%) percent of the annual and special meetings of the board of directors.

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

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

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

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

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

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

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

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

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

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

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

**5.15 Conflicts of Interest.** Any contract or other transaction between the Corporation and one or more of its directors, or between the Corporation and any firm in which one or more of its Directors are members or employees, or in which they are interested, or between the Corporation and any corporation or association of which one or more of its Directors are shareholders, members, directors, officers or employees, or in which they are interested, shall

be valid for all purposes, notwithstanding the presence of such Director or Director at the meeting of the Board of Directors of the Corporation which acts upon or in reference to such contract or transaction, and notwithstanding his or their participation in such action, if the fact of such interest shall be disclosed or known to the Board of Directors, and the Board of Directors shall, nevertheless, authorize, approve and/or ratify such contract or transaction by a vote of the majority of the Directors present, such interested Director or Directors to be counted in determining whether a quorum is present, but not to be counted in calculating a majority of such quorum necessary to carry such a vote.

## **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.** Any person serving as an officer of the corporation must be a member of the corporation.

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

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

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

report at each annual meeting of the board of directors covering the operations of the corporation during the preceding fiscal year.

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

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

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

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

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

following:

- a. selection, employment, and supervision of any employees of the corporation as authorized by the president and the board of directors. All staff employed by the corporation must meet required personnel standards as set forth in the personnel policies of the corporation;
- b. coordination and implementation of planning activities according to an approved work program;
- c. attendance at all meetings of the board of directors and the Executive Committee, except as otherwise determined by the President;
- d. representing the board of directors in dealing with the public and with all governmental agencies, if required; and
- e. such other duties and responsibilities as may from time to time be delegated to him by the president or the board of directors.

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

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

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

## ARTICLE 7. COMMITTEES

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

**7.02 Executive Committee.** The board of directors may designate and appoint an executive committee which shall consist of no less than three (3) members of the board of directors and who each shall serve in such capacity for one (1) year, unless the board shall determine otherwise. The executive committee shall have the authority, those, duties, and exercise those powers as such are determined from time to time by the board by resolution duly adopted and not inconsistent with these bylaws. The executive committee shall have the

authority of the board between its meetings, except for that business of the corporation as can only be addressed by a majority of the board of directors at a meeting of said board. A majority of all the members of the executive committee may determine its action and fix the time and place of its meetings, unless the board shall otherwise provide. The board shall have the power at any time to change the number, powers, and members of the executive committee, to fill vacancies, and to discharge any such member of the executive committee.

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 9.**  
**INDEMNIFICATION OF DIRECTORS AND OFFICERS**

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

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

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

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

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

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

1. by a majority vote of a quorum consisting of directors who at the time of the vote are not named defendants or respondents in the proceeding;
2. If such a quorum cannot be obtained, by a majority vote of a committee of the board of directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceeding;
3. by special legal counsel selected by the board of directors or a committee of the board by vote as set forth in subsection 1 or 2 of this section; or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors; or
4. by the members in a vote that excludes the vote of directors who are named defendants or respondents in the proceeding.

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

**9.08 Advancement of Reasonable Expenses.** Reasonable expenses incurred by a director or officer who was, is, or is threatened to be made a named defendant or respondent in a proceeding shall be paid or reimbursed by the corporation, in advance of the final disposition of the proceeding and without the determination specified in Section 9.06, after the corporation receives a written affirmation by the director or officer of his good faith that he has met the standard of conduct necessary for indemnification under this article and a written undertaking by

or on behalf of the director or officer to repay the amount paid or reimbursed if it is ultimately determined that he has not met that standard or if it is ultimately determined that indemnification of the director or officer against expenses incurred by him in connection with that proceeding is prohibited under this article. The written undertaking must be an unlimited general obligation of the director or officer but need not be secured. It may be accepted without reference to financial ability to make repayment.

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

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

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

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

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

**9.14 Cooperation.** The director or officer shall cooperate with the corporation and, upon the corporation's request, assist in making settlements and in the conduct of suits, including

arbitration proceedings. The director or officer shall attend hearings, trials and depositions and shall assist in securing and giving evidence and obtain the attendance of witnesses. The director or officer shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses in any such proceedings.

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

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

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

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

## **ARTICLE 10. PROHIBITED ACTS**

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

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

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

## **ARTICLE 11. DISSOLUTION AND DISTRIBUTION OF ASSETS**

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

**11.02 Application and Distribution of Assets.** If in the process of dissolution, all valid and legally enforceable liabilities and obligations of the corporation shall be paid, satisfied and discharged. In case the property and assets are not sufficient to satisfy or discharge all of the corporation's valid and legally enforceable liabilities and obligations, the corporation shall apply them so far as they will go to the just and equitable payment of the liabilities and obligations. Assets held by the corporation upon condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements. The remaining assets of the corporation shall be distributed only for tax exempt purposes to one or more organizations which are exempt under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding section of any future federal tax code, or which are described in Section 170(c)(1) or (2), Internal Revenue Code, under a plan of distribution adopted pursuant to applicable law. Any remaining assets not distributed under the plan of distribution shall be disposed of by a district court of the county in which corporation's principal office is located exclusively to one or more exempt organizations described above. Any distribution by the court shall be made in such manner as, in the judgment of the court, will best accomplish the general purposes for which the corporation was organized.

## **ARTICLE 12. GENERAL PROVISIONS**

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

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

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

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

**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.

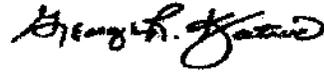
**12.09 Counterparts.** These bylaws may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

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

**CERTIFICATE OF SECRETARY**

The undersigned, being the duly elected Secretary of the Corporation, certifies that the foregoing bylaws were duly adopted, approved, authorized and ratified by the board of directors of the corporation and the same do now constitute the bylaws of the corporation.

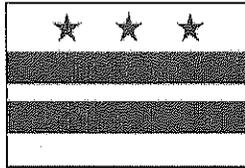
Dated and Effective October 18, 2006.



---

George R. Katosic, Secretary

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
CORPORATIONS DIVISION



**C E R T I F I C A T E**

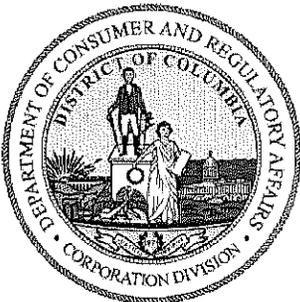
**THIS IS TO CERTIFY** that all applicable provisions of the District of Columbia Business Organizations Code (Title 29) have been complied with and accordingly, this **CERTIFICATE OF GOOD STANDING** is hereby issued to

BUSINESS WORKERS OF AMERICA

**WE FURTHER CERTIFY** that the domestic filing entity is formed under the law of the District on 10/31/2002; that all fees, and penalties owed to the District for entity filings collected through the Mayor have been paid and Payment is reflected in the records of the Mayor; The entity's most recent biennial report required by § 29-102.11 has been delivered for filing to the Mayor; and the entity has not been dissolved. This office does not have any information about the entity's business practices and financial standing and this certificate shall not be construed as the entity's endorsement.

**IN TESTIMONY WHEREOF I** have hereunto set my hand and caused the seal of this office to be affixed as of 6/26/2012 2:56 PM

Business and Professional Licensing Administration



A handwritten signature in cursive script that reads "Patricia E. Grays".

---

PATRICIA E. GRAYS  
Superintendent of Corporations  
Corporations Division

Vincent C. Gray  
Mayor

Tracking #: qSI7C7Nk

Welcome mebb

Home Search Admin Reports Help Log Out

**BUSINESS WORKERS OF AMERICA - Initial File Number: 223425**

Main Reports Miscellaneous Services Authorized Officials Trade Names Filing History Stocks Commercial Agent

**Entity Info**

Entity Id 2671728

**Key Indicators**

Model Type Corporation  
 Locale Domestic  
 Qualifier Non-Profit  
 Business Name BUSINESS WORKERS OF AMERICA  
 Suffix  
 Effective Date 10/31/2002  
 Commencement Date 10/31/2002  
 Is Perpetual? Yes  
 Entity Status Active  
 Entity Status Date 6/26/2012  
 Foreign Name NA  
 Date of Organization 10/31/2002  
 State District of Columbia  
 Country USA

**Business Address**

Line1 1629 K St NW  
 Line2 # 300  
 City Washington State District of Columbia Zip 20006

**Agent**

Is Resident? No  
 Name CORPORATE CREATIONS NETWORK INC.

**Address**

Line1 1629 K STREET, N.W. #300  
 Line2  
 City Washington State District of Columbia Zip 20006

Phone Number  
 Fax Number  
 Email

**Purpose**

Purpose Type	Description	File Number	Actions
Agriculture, Forestry, Fishing and Hunting		000004580819	<a href="#">View</a>

1/1 10

**Notes**

Note	Created By	Created Date
No Notes were found.		

10

**Note**

Add Note

**SERFF Tracking #:**

UNKP-128718830

**State Tracking #:****Company Tracking #:**

AH990017 BWA

**State:**

Arkansas

**Filing Company:**

Wesco Insurance Company

**TOI/Sub-TOI:**

H21 Health - Other/H21.000 Health - Other

**Product Name:**

Single Case LB Association Filing - BWA

**Project Name/Number:**

BWA Single-Case LB Association Filing/AH990017 - BWA

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

<b>Creation Date</b>	<b>Schedule Item Status</b>	<b>Schedule</b>	<b>Schedule Item Name</b>	<b>Replacement Creation Date</b>	<b>Attached Document(s)</b>
10/08/2012	Replaced 10/26/2012	Form	Limited Benefits Certificate	10/24/2012	WIC-AH-AD-CERT (0312) BWA AR.pdf (Superseded)

**Underwritten by Wesco Insurance Company  
59 Maiden Lane  
New York City, NY 10038**

**Policyholder:** *Business Workers of America (BWA)*

**Policy Number:** *BWA1234567*

We have issued a Policy to the Policyholder named above for the benefit of [members][employees] of the Policyholder. The provisions of the Policy that are important to You are summarized in this Certificate; consisting of this Certificate and any additional forms which have been made a part of this Certificate. This Certificate replaces all certificates which may have been given to You earlier for the Policy. The Policy alone is the only contract under which payment will be made. Any difference between the Policy and this Certificate will be settled according to the provisions of the Policy.

Table of Contents  
Definitions  
Insured Person Period of Coverage  
[Insured Dependent Period of Coverage]  
Premiums  
General Exclusions  
Benefits  
Claims

### Group Limited Benefits Certificate of Coverage

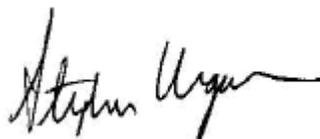
**[THIS CERTIFICATE PROVIDES COVERAGE FOR LOSSES DUE TO ACCIDENTS ONLY. IT DOES NOT PROVIDE COVERAGE FOR SICKNESS OR LOSSES DUE TO SICKNESS. READ THIS CERTIFICATE CAREFULLY.]**

**[THIS CERTIFICATE PROVIDES COVERAGE FOR LOSSES DUE TO ACCIDENTS. IT ALSO PROVIDES A LIMITED SICKNESS BENEFIT. IT IS, THEREFORE, IMPORTANT TO READ THIS CERTIFICATE CAREFULLY.]**

Signed for Wesco Insurance Company



President



Secretary

#### GENERAL DEFINITIONS

**Accident or Accidental** means a sudden, unexpected, specific and abrupt event that occurs at an identifiable time and place while the Policy is in force with respect to the Covered Person.

**[Active Work and Actively at Work –** The eligible employee is performing all of the usual and customary duties of his or her or her job on a full-time basis for the Policyholder, as defined in the Certificate Schedule. This must be done at the Policyholder's customary place of employment or business, or at some location to which the employment requires the person to travel.]

**Certificate Year:** For the first year is the period of time that begins on the Covered Person's Effective Date and ends on the day before the next following anniversary date. For subsequent years, it is the period of time that begins on the first and each subsequent

anniversary and ends on the day before the next anniversary.

**Covered Accident** means an Accident those results in a Covered Loss.

**Covered Loss** means a loss which meets the requisites of one or more benefits or additional benefits, results from an Injury, and for which benefits are payable under this Policy.

**Covered Person** means You [or Your Eligible Dependent] while covered under the Policy.

**[Confined and Confinement** mean:

- a) being admitted to a Hospital for receiving inpatient hospital services; and
- b) the patient is charged for at least one day's room and board by the hospital each time he or she is admitted.

A period of Confinement consists of consecutive days of Confinement following the date the Covered Person is admitted as an inpatient. The last calendar day of a period of Confinement is not counted as a day of Confinement unless a charge is made for the last day. ]

**Doctor:** A person who is:

1. Licensed as a provider of medical services by the state in which the provider practices.
2. Acting within the scope of their license.
3. Not one of the following:
  - A person who ordinarily resides in Your household
  - A member of Your immediate family
  - The Policyholder.

**[Domestic Partner:** An individual in a relationship with You that satisfies the following criteria:

1. For at least [six] consecutive months prior to Your Domestic Partner's Effective Date of Insurance, You and Your Domestic Partner, [have had a declaration of domestic partnership on file with a state or local government Domestic Partner Registry] [are and have been each other's sole Domestic Partner and have maintained the same principal place of residence]; and
2. Your Domestic Partner is at least 18 years of age; and
3. You and Your Domestic Partner are not married or related by blood; and
4. You and Your Domestic Partner are jointly responsible for each other's welfare and financial obligations; and
5. [You and Your Domestic Partner have filed a Domestic Partner affidavit with Us; and]
6. You and Your Domestic Partner are not legally married to anyone else.]

**[Hospital** means an institution which:

1. operates pursuant to law;
2. primarily and continuously provides medical care and treatment of sick and injured persons on an inpatient basis;
3. operates facilities for medical and surgical diagnosis and treatment by or under the supervision of a staff of legally qualified physicians; and
4. provides 24 hour a day nursing service by or under the supervision of registered graduate nurses (R.N.).

Hospital does not mean any institution or part thereof which is used primarily as:

1. a nursing home, convalescent home, or skilled nursing facility;
2. a place for drug addicts or alcoholics; or
3. a place for rest, custodial care, or for the aged.]

**Immediate Family Member** means a Covered Person's parent, step-parent, spouse, child, step-child, brother or sister.

**Injury** means bodily injury resulting directly from Accident and independently of all other causes which occurs while the Covered Person is covered under the Policy. Loss resulting from:

1. sickness or disease, except a pus-forming infection which occurs through an accidental wound; or
2. medical or surgical treatment of a sickness or disease;

is not considered as resulting from Injury.

**We, Us or Our** means the insurance company named on the face page.

**Written Request** means any form provided by Us for the particular request.

**You, Your or Insured Person** means an Eligible Person while he or she is covered under the Policy.

## INSURED PERSONS PERIOD OF COVERAGE

**Effective Date:** Subject to payment of any premium due, if You give Us a Written Request, Your coverage becomes effective on the later of:

1. the Policy Effective Date; or
2. The date You meet all the eligibility and enrollment requirements, subject to payment of premium when due.

[You must be Actively At Work on the date Your insurance becomes effective. (If the date that insurance was to go into effect is not a normally scheduled work day for You, You must have been Actively at Work on the last scheduled work day prior to the date insurance becomes effective under the Policy). If You are not so Actively at Work, Your insurance will be deferred until the date You are Actively at Work.]

**Termination:** Your coverage terminates on the earlier of:

1. the date the Policy is terminated; or
2. the Premium Due Date on or next following the date You:
  - a) cease to be an Eligible Person;
  - b) attain the Policy Age Limit, if any, shown in the Schedule of Benefits; or
  - c) fail to pay any required premium, subject to the Grace Period provision.

**Request For Change In Coverage:** If You give Us a Written Request for a change in Your coverage, and if You:

- a) are not eligible for the coverage requested, the change will not become effective;

- b) are eligible for the coverage requested, the change will become effective on the first day of the month on or next following the date We receive the request.

**[INSURED DEPENDENTS PERIOD OF COVERAGE**

You are insured with Dependents Coverage if it is indicated on Your Schedule.

**Eligibility:** Eligible Dependents are defined below. In any event, You, the Insured Person, are not an Eligible Dependent.

**Eligible Dependents:**

- 1. **Spouse** means Your spouse [or Domestic Partner] unless:
  - a) You and Your spouse are legally separated or divorced [the domestic partnership is dissolved]; or
  - b) He or she has attained the Policy Age Limit, if any, shown in the Schedule.
- 2. **Child or Children** means Your unmarried child, stepchild, legally adopted child, or foster child:
  - a) who is less than age [19] and primarily dependent on You for support and maintenance; or
  - b) who is at least age [19] but less than age [24] who:
    - 1) regularly attends an institution of learning; and
    - 2) is primarily dependent on You for support and maintenance.

**Effective Date:** Subject to payment of the premium due, each Eligible Dependent will become covered under the Policy on the later of:

- 1. the date You become an Insured Person;
- 2. the first day of the month on or next following the date We receive Your Written Request for coverage of Dependents; or
- 3. the date the person qualifies as an Eligible Dependent.

**Termination:** Coverage of each Eligible Dependent terminates on the Premium Due Date on or next following the earlier of:

- 1. the date You cease to be an Insured Person; or
- 2. the date he or she ceases to qualify as an Eligible Dependent.

However, if dependent's coverage would terminate because of Your death, coverage will continue until the premium due date on or next following Your death unless continued in accordance with the Surviving Spouse Continuation provision.

**[Surviving Spouse Continuation:** If You die while Your Spouse is covered under the Policy, Your Surviving Spouse may continue:

- 1. his or her coverage; and
- 2. coverage of Your dependent children who were covered by the Policy on the date of Your death.

We must receive a request and the required premium to continue the coverage within 31 days of the Premium Due Date next following the date of Your death.

Solely for the purpose of continuing the coverage, the Spouse will be considered the Insured Person.

However, this will not continue the spouse's or any dependent children's coverage beyond:

- 1. a date the coverage would normally cease under the Dependent Termination Provision; or
- 2. the premium due date next following the date the Spouse remarries.]

**Request For Change In Coverage:** If You give Us a Written Request for a change in the coverage of Your Eligible Dependents, and if he or she:

- 1. is not eligible for the coverage requested, it will not become effective; or
- 2. is eligible for the coverage requested, the change will become effective on the first day of the month on or next following the date We receive the request.

**[ Incapacitated Child:** Coverage of a child who, on the date he or she reaches age [19] or [24], is:

- 1. covered under the Policy;
- 2. mentally or physically incapable of earning his or her own living; and
- 3. unmarried and primarily dependent on You for support and maintenance;

will not terminate solely due to age.

However, You must give Us written notice of the incapacity within 31 days of the termination date.

Coverage will continue as long as:

- 1. the incapacity continues; and
- 2. the required premium is paid.

We may, from time to time, require proof of continued incapacity and dependency. After the first two years, We cannot require proof more than once each year.]

**PREMIUMS**

The first premium for each Covered Person is due on the date You enroll Yourself and any eligible Dependents under the Policy. Each premium after the initial premium is due at the end of the period for which Your preceding premium was paid. [ We will send you a bill for the premium due in advance of the due date.] See the Schedule of Benefits for the Frequency of Premium payment.

**Individual Grace Period:** After the first premium has been paid, You will have a 31 day grace period following the date Your next premium is due. If Your premium has not been received by Us before the 31 day grace period, Your coverage under the Policy will terminate in accordance with the Termination Provision.

**GENERAL EXCLUSIONS**

The Policy does not cover any loss resulting from:

1. intentionally self-inflicted Injury, suicide or attempted suicide, whether sane or insane;
2. war or act of war, whether declared or undeclared;
3. Injury sustained while full-time in the armed forces of any country or international authority;
4. [travel or flight in any aircraft except as a fare-paying passenger on a regularly scheduled charter or commercial flight.]
5. Injury sustained while voluntarily taking drugs which federal law prohibits dispensing without a prescription, including sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless the drug is taken as prescribed or administered by a licensed physician;
6. Injury sustained while committing or attempting to commit a felony.

**BENEFITS**

**[ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

If Injury to the Covered Person results, within 365 days of the date of a Covered Accident, in any one of the losses shown below, We will pay the benefit amount shown below for that Covered Loss. The Principal Sum is shown in the attached Schedule of Benefits. If multiple losses occur, only one benefit amount, the largest, will be paid for all losses due to the same Covered Accident.

For Loss of :	The Policy Pays:
Life	The Principal Sum
[One Hand and One Foot	The Principal Sum]
[Both Hands or Both Feet or Sight of Both Eyes	The Principal Sum]
[Speech and Hearing	The Principal Sum]
[Either Hand or Foot and Sight of One Eye	The Principal Sum]
[Either Hand or Foot .	One-Half The Principal Sum]
[Sight of One Eye	One-Half The Principal Sum]
[Speech or Hearing	One-Half The Principal Sum]
[Thumb and Index Finger of Either Hand	One-Quarter The Principal Sum]

**Loss** means with regard to:

1. hands and feet, actual severance through or above wrist or ankle joints;

2. sight, speech or hearing, entire and irrecoverable loss thereof;
3. thumb and index finger, actual severance through or above the metacarpophalangeal joints.

**Covered Dependents:** We will pay percentage of Your Principal Sum as described in the Schedule of Benefits.]

**[IN HOSPITAL INDEMNITY CASH**

We will pay the Hospital Confinement Benefit shown in the Schedule of Benefits if a Covered Person is Hospital Confined and all of the following conditions are met.

1. The Hospital stay is the direct result, from no other causes, of Injuries sustained in a Covered Accident.
2. The Hospital stay begins within 7 days of a Covered Accident and lasts for the Time Period for Confinement shown in the Schedule of Benefits. We will pay this benefit retroactive to the first day of the Hospital stay.

Benefit payments will end on the first of the following dates:

1. the date the Hospital stay ends; or
2. the date the Covered Person dies; or
3. the date the Maximum Benefit Period for this benefit ends;
4. the date insurance under the Policy ends.]

**[NON-OCCUPATIONAL WEEKLY ACCIDENTAL INCOME BENEFIT**

We will pay the Benefit shown in the Schedule of Benefits (less Reductions and Other Income Benefits) if a Covered Person is Totally Disabled as a direct result of, and from no other cause but, a Covered Accident. Benefits will begin when:

1. the applicable Benefit Waiting Period shown in the Schedule of Benefits for this benefit is satisfied; and
2. the Covered Person provides satisfactory proof of Total Disability to Us.

Benefit Payments will end on the first of the following dates:

1. the date the Covered Person dies; or
2. the date the Covered Person is no longer Totally Disabled; or
3. the date the Maximum Benefit Period for this benefit ends; or
4. the date the Covered Person fails to submit satisfactory proof of continuing Total Disability.

Benefits are based on a week of seven days. If Your Benefits are due for a partial week, they will accumulate on a daily basis at a rate of one-seventh of Your weekly rate.

#### **Reduction of Benefits Due to Other Sources of**

**Income:** Your Disability benefit amount will be reduced as much as is necessary to keep the total of the amount payable plus all of Your income from other sources from being more than 70% of Your gross average weekly earnings from all salaries, wages, commissions, bonuses, and other direct regular income.

#### **Exclusion:**

In addition to the GENERAL EXCLUSIONS section in this Certificate, We will not provide benefits for a Covered Injury for which the Covered Person is entitled to benefits under Workers Compensation, Employer Liability Law, or other similar law.

[This benefit is not available to Covered Dependent Children.]

In addition to the definitions in the GENERAL DEFINITIONS section, the following definition applies to this benefit:

**Total Disability or Totally Disabled** means, due to an Injury from a Covered Accident, a Covered Person:

1. if employed, cannot do any work for which he or she is, or may become, qualified by reason of education, experience or training; and
2. if not employed, cannot perform the normal and customary activities of a healthy person of like age and sex.]

#### **[EXCESS ACCIDENT MEDICAL EXPENSE BENEFITS**

After a Covered Person has satisfied the Deductible and subject to the Coinsurance amount shown in the Schedule of Benefits, We will pay Excess Accident Medical Expense Benefits for Covered Expenses that result directly, and from no other cause, from a Covered Accident. Benefits are payable up to the Benefit Maximum Amount shown in the Schedule of Benefits.

Excess Accident Medical Expense Benefits are only payable:

1. for Usual and Customary Charges incurred after the Deductible has been met;
2. for those Medically Necessary Covered Expenses that the Covered Person receives;
3. the first treatment or service occurs within 90 days of the **Covered Injury**; and
4. the medical expenses are incurred within 52 weeks of the **Covered Injury**.

No benefits will be paid for any expenses incurred that are in excess of Usual and Customary Charges.

#### **Covered Medical Expenses when Medically Necessary are:**

1. Hospital room and board expenses: the daily room rate when a Covered Person is Hospital confined and general nursing care is provided and charged for by the Hospital. In computing the number of days payable under this benefit, the date of admission will be counted but not the date of discharge.
2. Ancillary Hospital expenses: services and supplies including operating room, laboratory tests, anesthesia and medicines (excluding take home drugs) when Hospital Confined.
3. Medical emergency care (room and supplies) expenses: incurred within 72 hours of an Accident and including the attending Doctor's charges, X-rays, laboratory procedures, use of the emergency room and supplies.
4. Outpatient surgical room and supply expenses for use of the surgical facility.
5. Outpatient diagnostic X-rays, laboratory procedures and tests.
6. Doctor non-surgical treatment/examination expenses (excluding medicines) including the Doctor's initial visit, each necessary follow-up visit and consultation visits when referred by the attending Doctor.
7. Doctor's surgical expenses.
8. Assistant surgeon expenses when Medically Necessary.
9. Anesthesiologist expenses for pre-operative screening and administration of anesthesia during a surgical procedure whether on an inpatient or outpatient basis.
10. Outpatient laboratory test expenses
11. Physiotherapy (physical medicine) expenses on an inpatient or outpatient basis limited to one visit per day; expenses include treatment and office visits connected with such treatment when prescribed by a Doctor, including diathermy, ultrasonic, whirlpool, or heat treatments, adjustments, manipulation, message or any form of physical therapy.
12. X-ray expenses (including reading charges) but not for dental X-rays
13. Diagnostic Imaging Expenses: including Magnetic Resonance Imaging (MRI) and CAT Scan.
14. Dental Expenses including x-rays for the repair or treatment of each injured tooth that is whole sound and a natural tooth at the time of the Accident.
15. Ambulance expenses for transportation from the emergency site to the Hospital.
16. Rehabilitative braces or appliances prescribed by a Doctor. It must be durable medical equipment that 1) is primarily and customarily used to serve a medical purpose; 2) can withstand repeated use; and 3) generally is not useful to a person in the absence of Injury. No benefits will be paid for rental charges in excess of the purchase price.

17. Prescription drug expenses (for injuries only) prescribed by a Doctor and administered on an outpatient basis.
12. Medical equipment rental expenses for a wheelchair or other medical equipment that has therapeutic value for a Covered Person. We will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs, eyeglasses and hearing aids.
13. Medical services and supplies: expenses for blood and blood transfusions; oxygen and its administration.

**Exclusions:**

In addition to the GENERAL EXCLUSIONS section in this Certificate, We will not cover expenses under this additional benefit for:

1. Cosmetic, plastic or restorative surgery unless Medically Necessary for the treatment of the Covered Injury.
2. Any medical expenses related to pregnancy unless Medically Necessary for the treatment of the Covered Injury.
3. Covered Injury for which the Covered Person is entitled to benefits under Workers Compensation Benefits, Employer Liability Law, or other similar law.
4. Travel outside of the United States of America.
5. Personal comfort or convenience items, such as but not limited to Hospital telephone charges, television rental, or guest meals.
6. Treatment by an Immediate Family Member.
7. [Expenses incurred for dental care, treatment, repair or replacement of sound natural teeth unless Medically Necessary for the treatment of the Covered Injury.]
8. Expenses incurred for eye examinations, eye glasses, contact lenses or hearing aids or the fitting, repair or replacement of these items unless Medically Necessary for the treatment of the Covered Injury.
9. [A hernia.]
10. Routine physical examinations and related medical services [,][or] [elective treatment or surgery] [,][or] [Experimental/Investigational treatments or procedures].
11. [A Medical Repatriation.]
12. [Expenses incurred for psychological or psychiatric counseling of any kind or any

expense for treatment of mental or nervous diseases or disorders.]

13. Expenses which the Covered Person is not legally obligated to pay.
14. [Expenses for Custodial Services or services provided by a private duty nurse unless such expenses are incurred as a result of a Covered Injury.]
15. [Expenses related to the repair or replacement of existing artificial limbs, eyes, or other prosthetic appliances, or rental of existing medical equipment unless for the purpose of modifying the item because the Covered Injury has caused further impairment in the underlying bodily condition.]
16. [Treatment involving conditions caused by repetitive motion injuries or cumulative trauma and not a result of a Covered Injury.]
17. [being legally intoxicated while operating a motor vehicle.
  - a. A Covered Person will be conclusively presumed to be legally intoxicated if the level of alcohol in his or her blood exceeds the amount at which a person is presumed intoxicated under the law of the locale wherein the Accident occurred.
  - b. An autopsy report from a licensed medical examiner, law enforcement officer reports, or other similar items will be considered proof of the Covered Person's legal intoxication.
18. [Voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless prescribed by a Physician for the Covered Person. (Accidental ingestion of a poisonous food substance or consumption of a controlled drug is not excluded.)].

In addition to the definitions in the GENERAL DEFINITIONS section, the following definitions apply to this benefit:

**Coinsurance** means the percentage of Usual and Customary Charges for which the Covered Person is responsible for a covered service. The Coinsurance percentage is shown in the Schedule of Benefits.

**Deductible** means the amount of Covered Medical Expenses that must be paid in full by You each Certificate Year for each Covered Person before any

benefits are payable by Us. The Deductible is shown on the Schedule of Benefits.

**Experimental / Investigational** means treatment, a device or prescription medication which is recommended by a Doctor, but is not considered by the medical community as a whole to be safe and effective for the condition for which the treatment, device or prescription medication is being used, including any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice; and any of those items requiring federal or other governmental agency approval not received at the time services are rendered.

**Medically Necessary** means the services or supplies provided by a Hospital or Doctor that are required to identify or treat an Injury and which are:

1. consistent with the symptom or diagnosis and treatment of a Covered Person's Injury;
2. appropriate with regard to standards of good medical practice;
3. not solely for the convenience of a Covered Person, a Doctor or other provider; and
4. the most appropriate supply or level of service that can be safely provided to the Covered Person.

**Usual and Customary Charges** means fees and prices generally charged within the locality where performed for Medically Necessary services and supplies required for treatment of cases of comparable severity and nature.]

## CLAIMS

**Notice of Claim:** The person who has the right to claim benefits (the claimant or beneficiary) must give Us written notice of a claim within 30 days after a covered loss begins. If notice cannot be given within that time, it must be given as soon as reasonably possible.

The notice should include Your name and the Policy number. Send it to Our administrative notice or give it to Our agent.

**Claim Forms:** When We receive the notice of claim, We will send forms to the claimant for giving Us proof of loss. The forms will be sent within 15 days after We receive the notice of claim.

If the forms are not received, the claimant will satisfy the proof of loss requirement if a written notice of the occurrence, character and nature of the loss is sent to us.

**Proof of Loss:** Proof of loss must be sent to Us in writing within 90 days after:

1. the end of a period of Our liability for periodic payment claims; or

2. the date of the loss for all other claims.

If the claimant is not able to send it within that time, it may be sent as soon as reasonably possible without affecting the claim. The additional time allowed cannot exceed one year unless the claimant is legally incapacitated.

**Time of Claim Payment:** We will pay any daily, weekly or monthly benefit due:

1. on a monthly basis, after We receive the proof of loss, while the loss and liability continue; or
2. immediately after We receive the proof of loss following the end of Our liability.

We will pay any other benefit due immediately after We receive the proof of loss.

**Payment of Claims:** We will pay any benefit due for loss of life:

1. according to the beneficiary designation in effect under the Policy at the time of death; or
2. if no beneficiary is designated, according to the beneficiary designation under the Group Life Insurance Policy issued to the Policyholder and in effect at time of death; otherwise
3. to Your estate.

All other benefits due and not assigned will be paid to You, if living. Otherwise, the benefits may, at Our option, be paid:

1. according to the beneficiary designation; or
2. to Your estate.

If a benefit due is payable to:

1. Your estate; or
2. You or a beneficiary who is either a minor or not competent to give a valid release for the payment;

We may pay up to \$1,000 of the benefit due to some other person.

The other person will be someone related to You or the beneficiary by blood or marriage who We believe is entitled to the payment. We will be relieved of further responsibility to the extent of any payment made in good faith.

**Appealing Denial of Claims:** If a claim for benefits is wholly or partially denied, notice of the decision shall be furnished to You. The written decision will:

1. give the specific reason or reasons for denial;
2. make specific reference to the Policy provision on which the denial is based;
3. provide a description of any additional information necessary to prepare the claim and an explanation of why it is necessary; and
4. provide an explanation of the review procedure.

On any denied claim, You or Your representative may appeal to Us for a full and fair review. The claimant may:

1. request a review upon written application within 60 days of the receipt of claim denial;
2. review pertinent documents;
3. submit issues and comments in writing.

We will make a decision no more than 60 days after the receipt of the request for review, except in special circumstances (such as the need to hold a hearing), but in no case more than 120 days after We receive the request for review. The written decision will include specific reasons on which the decision is based.

**Examination and Autopsy:** While a claim is pending We have the right, at our expense:

1. to have the person who has a loss examined by a physician when and as often as We feel is necessary; and
2. to make an autopsy in case of death where it is not forbidden by law.

**Legal Actions:** You cannot take legal action against us:

1. before 60 days following the date proof of loss is sent to us;
2. after 6 years following the date proof of loss is due.

**Naming a Beneficiary:** You may name a beneficiary or change a revocably named beneficiary by giving Your Written Request to the Policyholder. Your request takes effect on the date You execute it, regardless of whether You are living when the Policyholder receives it. We will be relieved of further responsibility to the extent of any payment We made in good faith before the Policyholder received Your request.

**Assignment:** We will recognize any assignment You make under the Policy, provided:

1. it is duly executed; and
2. a copy is on file with us.

We and the Policyholder assume no responsibility for the validity or effect of an assignment.

**Time Limit on Certain Defenses:** After two years from the date on which a person becomes covered under the Policy, no statements, except fraudulent misstatements made by the Insured Person in the enrollment for coverage shall be used to void the Policy or deny a claim.

**Fraudulent Misstatement:** If a Covered Person makes a fraudulent misstatement in the application for coverage under the Policy, We may reduce or deny any claim or void the coverage at any time.