

State: Arkansas **Filing Company:** Unified Life Insurance Company
TOI/Sub-TOI: H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity
Product Name: ULIC - UCA - LM 2012 ASSN
Project Name/Number: ULIC - UCA - LM 2012/ULIC - UCA - LM 2012

Filing at a Glance

Company: Unified Life Insurance Company
Product Name: ULIC - UCA - LM 2012 ASSN
State: Arkansas
TOI: H14G Group Health - Hospital Indemnity
Sub-TOI: H14G.000 Health - Hospital Indemnity
Filing Type: Form
Date Submitted: 12/28/2012
SERFF Tr Num: CMPL-128829217
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: ULIC - UCA - LM 2012

Implementation: On Approval
Date Requested:
Author(s): Nancy French
Reviewer(s): Rosalind Minor (primary)
Disposition Date: 01/08/2013
Disposition Status: Approved-Closed
Implementation Date:

State Filing Description:

State: Arkansas **Filing Company:** Unified Life Insurance Company
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General Information

Project Name: ULIC - UCA - LM 2012 Status of Filing in Domicile:
Project Number: ULIC - UCA - LM 2012 Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments:
Explanation for Combination/Other: Market Type: Group
Submission Type: New Submission Group Market Size: Large
Group Market Type: Association Overall Rate Impact:
Filing Status Changed: 01/08/2013
State Status Changed: 01/08/2013 Deemer Date:
Created By: Nancy French Submitted By: Nancy French
Corresponding Filing Tracking Number:

Filing Description:

Re: Unified Life Insurance Company
NAIC #11121 FEIN #43-1917728

Group Accident and Sickness Benefit Forms:
GRP 2012 UCA FPM CERT, et al

Dear Commissioner:

Compliance Research Services is pleased to submit the enclosed forms on behalf of Unified Life Insurance Company (Unified). A letter of filing authorization is enclosed.

The purpose of this submission is to allow Unified to provide group accident and sickness coverage to residents of your state who are members of the Unified Caring Association (UCA), an association incorporated in Missouri. Coverage will be provided to individual association members and their dependents. We have included the following association documents:

- Bylaws dated March 15, 2007. At that time the association name was the United Consumer Awareness Association.
- Minutes from the association board of directors meeting of May 29, 2012 changing the association name to the Unified Caring Association.
- Certificate of Amendment from the State of Missouri acknowledging the change in the name of the association.
- The current bylaws.

The policy provides coverage for hospital confinement, hospital admissions, surgery, doctor office visits, diagnostic tests, emergency room, mental health, chemical dependency and accidental death and dismemberment.

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

The enclosed forms are new and do not replace any forms currently on file with your Department. We have included any transmittals and certifications required by your Department.

The forms are in final format. Initially, the forms will be issued in paper format. Unified reserves the right to change the type style and paper size. We also request the right to make the forms available electronically, with enrollment available via the Internet or by telephonic means.

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Regardless of the enrollment process used, Unified will adopt measures to secure both the integrity of the document once signed, and the confidentiality of any information transmitted, including transmission of information via secured socket layer/secured line. Information contained in the enrollment form may be transmitted to Unified’s administrative office electronically as well as the electronic signature of the enrollee. Current technology will be used to ensure that the confidential information is not compromised. All processes used will comply with the Uniform Electronic Transactions Act, and to the extent applicable, the Federal ESIGN Act.

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

If you have questions concerning this filing, please contact me at 513-984-6050 or at dsimon@crssolutionsgroup.com.

Sincerely,

J. David Simon
 President

Company and Contact

Filing Contact Information

Nancy French, Product Manager nfrench@crssolutionsgroup.com
 10921 Reed Hartman Highway 513-984-6050 [Phone]
 Suite 334 513-984-7212 [FAX]
 Cincinnati, OH 45242

Filing Company Information

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

Unified Life Insurance Company	CoCode: 11121	State of Domicile: Texas
c/o 10921 Reed Hartman Highway	Group Code:	Company Type:
Suite 334	Group Name:	State ID Number:
Cincinnati, OH 45242	FEIN Number: 43-1917728	
(513) 984-6050 ext. [Phone]		

Filing Fees

Fee Required?	Yes
Fee Amount:	\$200.00
Retaliatory?	No
Fee Explanation:	4 fomrs x 50 = 200.00
Per Company:	No

Company	Amount	Date Processed	Transaction #
Unified Life Insurance Company	\$200.00	12/28/2012	66104718

State: Arkansas **Filing Company:** Unified Life Insurance Company
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	01/08/2013	01/08/2013

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	01/03/2013	01/03/2013

Response Letters

Responded By	Created On	Date Submitted
Nancy French	01/08/2013	01/08/2013

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Statement of Variables	Nancy French	12/31/2012	12/31/2012

State: Arkansas **Filing Company:** Unified Life Insurance Company
TOI/Sub-TOI: H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity
Product Name: ULIC - UCA - LM 2012 ASSN
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Disposition

Disposition Date: 01/08/2013

Implementation Date:

Status: Approved-Closed

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	UCA Board Meeting Minutes 052912 signed	Approved-Closed	Yes
Supporting Document	UCA Bylaws 050112	Approved-Closed	Yes
Supporting Document	Forms List	Approved-Closed	Yes
Supporting Document	MO Certificate of Corporation Amendment	Approved-Closed	Yes
Supporting Document	UCAA Bylaws 03-2007	Approved-Closed	Yes
Supporting Document	Authorization	Approved-Closed	Yes
Supporting Document	Statement of Variables	Approved-Closed	Yes
Form	Group Accident and Sickness Hospital Indemnity Insurance Certificate of Coverage	Approved-Closed	Yes
Form	Group Accident and Sickness Hospital Indemnity Insurance Enrollment Form	Approved-Closed	Yes
Form	Amendatory Endorsement	Approved-Closed	Yes
Form	Notice	Approved-Closed	Yes

State: Arkansas **Filing Company:** Unified Life Insurance Company
TOI/Sub-TOI: H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity
Product Name: ULIC - UCA - LM 2012 ASSN
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Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	01/03/2013
Submitted Date	01/03/2013
Respond By Date	02/03/2013

Dear Nancy French,

Introduction:

This will acknowledge receipt of the captioned filing.

Objection 1

- Group Accident and Sickness Hospital Indemnity Insurance Certificate of Coverage, GRP 2012 UCA FPM CERT (Form)
Comments:

On the last page of the certificate is the contact information for the Missouri. Shouldn't that be the contact information for the Arkansas Insurance Department?

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

State: Arkansas **Filing Company:** Unified Life Insurance Company
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Product Name: ULIC - UCA - LM 2012 ASSN
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Response Letter

Response Letter Status	Submitted to State
Response Letter Date	01/08/2013
Submitted Date	01/08/2013

Dear Rosalind Minor,

Introduction:

Thank you for your Letter of January 4 regarding this submission and for taking time to discuss it with us on January 7.

Response 1

Comments:

As we discussed, the master policy will be issued in Missouri where the association is based. The contact information on the last page of the certificate is included to comply with Missouri requirements. Please note that the filing also includes the Arkansas notice, form GRP 2012 UCA FPM NOTICE AR, as required by your Department.

Related Objection 1

Applies To:

- Group Accident and Sickness Hospital Indemnity Insurance Certificate of Coverage, GRP 2012 UCA FPM CERT (Form)

Comments:

On the last page of the certificate is the contact information for the Missouri. Shouldn't that be the contact information for the Arkansas Insurance Department?

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

We appreciate your review with this submission. If you have any questions, please let us know.

Sincerely,

Nancy French

SERFF Tracking #:

CMPL-128829217

State Tracking #:

Company Tracking #:

ULIC - UCA - LM 2012

State: Arkansas

Filing Company:

Unified Life Insurance Company

TOI/Sub-TOI: H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity

Product Name: ULIC - UCA - LM 2012 ASSN

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Amendment Letter

Submitted Date: 12/31/2012

Comments:

Please find Statement of Variables attached. thank you

Changed Items:

No Form Schedule Items Changed.

No Rate Schedule Items Changed.

Supporting Document Schedule Item Changes

Satisfied - Item:	Statement of Variables
Comments:	
Attachment(s):	
ULI LM SOV UCA FPM 12-6-12.pdf	

State: Arkansas

Filing Company:

Unified Life Insurance Company

TOI/Sub-TOI: H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity

Product Name: ULIC - UCA - LM 2012 ASSN

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Form Schedule

Lead Form Number: GRP 2012 UCA FPM CERT

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1	Approved-Closed 01/08/2013	Group Accident and Sickness Hospital Indemnity Insurance Certificate of Coverage	GRP 2012 UCA FPM CERT	CER	Initial		50.000	ULI LM CERT UCA FPM 12-5-12-.pdf
2	Approved-Closed 01/08/2013	Group Accident and Sickness Hospital Indemnity Insurance Enrollment Form	GRP 2012 UCA FPM ENR	AEF	Initial		48.000	ULI LM Enroll UCA FPM 09-10-12-.pdf
3	Approved-Closed 01/08/2013	Amendatory Endorsement	GRP 2012 UCA FPM AE AR	CERA	Initial		45.000	AR Unified UCA AE 12-5-12-.pdf
4	Approved-Closed 01/08/2013	Notice	GRP 2012 UCA FPM NOTICE AR	OTH	Initial			AR Notice 12-5-12-.pdf

Form Type Legend:

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

SERFF Tracking #:

CMPL-128829217

State Tracking #:

Company Tracking #:

ULIC - UCA - LM 2012

State:

Arkansas

Filing Company:

Unified Life Insurance Company

TOI/Sub-TOI:

H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity

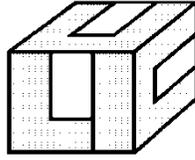
Product Name:

ULIC - UCA - LM 2012 ASSN

Project Name/Number:

ULIC - UCA - LM 2012/ULIC - UCA - LM 2012

POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages
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Unified Life Insurance Company

[7201 West 129th Street, Suite 300, Overland Park, Kansas 66213]

GROUP ACCIDENT AND SICKNESS HOSPITAL INDEMNITY INSURANCE

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

CERTIFICATE OF COVERAGE

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

Issued to: [ABC Association]
(herein called the Holder)

Policy Date: [July 1, 2012]

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

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

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

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

The male pronoun includes the female whenever used.

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

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

Signed for Unified Life Insurance Company:

[

Chairman of the Board

Secretary]

**PLEASE READ THIS CERTIFICATE CAREFULLY.
THIS IS NOT COMPREHENSIVE MAJOR MEDICAL COVERAGE.
THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.**

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CERTIFICATE SCHEDULE

1. POLICY INFORMATION

"The Policyholder":
Policy Effective Date:
Policy Anniversary Date:

2. ELIGIBLE PERSONS: An Eligible Person is an individual who meets the requirements of [one of] the Covered Class[es] shown below:

[[Class 1] All members [under age 65] of an association who have applied and have been approved to receive medical benefits.]

[[Class 2] All eligible spouses under [65] years of age and dependent children of [Class 1-2] insureds for whom application and premium has been received.]

[Dependent Coverage: ___ Yes X No]

3. COVERAGE YEAR: Begins on each [JANUARY 1ST] and continues for the next 12 consecutive months, and ends on [DECEMBER 31ST] of the [same] year.

4. [SICKNESS BENEFIT WAITING PERIOD: [1-30] Days]

5. COVERAGE AND BENEFIT AMOUNTS:

Accident and Sickness Indemnity Benefit Inpatient and Outpatient

Hospital Confinement Benefit

Hospital Confinement Benefit	[\$50-3,000] Per Day of Confinement
Maximum Benefit	[3-100] Days Per Coverage Year
[Hospital Intensive Care Unit Confinement Benefit*]	[\$50--6,000] Per Day of Confinement
Maximum Benefit	[3-100] Days Per Coverage Year

*The Hospital Intensive Care Unit Confinement Benefit will only be payable if the Hospital Confinement Benefit is also payable. The Hospital Intensive Care Unit Confinement Benefit will be payable in addition to the Hospital Confinement Benefit.]

Additional Hospital Admission Benefit

Hospital Admission Benefit	[\$500 - 5,000] Per Admission
Maximum Benefit	[1-5] Admissions Per Coverage Year]

[Surgery Benefit

Surgery Benefit	[50-100] % of 2010 Resource Based Relative Value System (RBRVS)
Maximum Benefit	[1-3] Surgeries per Coverage Year
Anesthesia Benefit	[20-25] % of Surgery Benefit]

[Surgery Benefit

Surgery Benefit	[Per Surgical Fee Schedule]
Maximum Benefit	[1-3] Surgeries Per Coverage Year
Anesthesia Benefit	[20-25] % of Surgery Benefit]

Outpatient Surgical Facility Benefit

Outpatient Surgical Facility Benefit [\$100-1,500] Per Day
Maximum Benefit [1-3] Days Per Coverage Year]

Doctors' Office Visit Benefits

Doctors' Office Visits Benefit – Primary Care Physician [\$25-300] Per Visit
Doctors' Office Visits Benefit – Specialty Care Physician [\$25-300] Per Visit
Maximum Benefit – Primary and Specialty Care Visits Combined [1-5] Visits Per Coverage Year]

Diagnostic X-ray & Laboratory Tests Benefits (including interpretation)

Basic Pathology [\$20 - \$1,000] Per Day
Basic Radiology [\$20 - \$1,000] Per Day
Advance Studies [\$50 - \$2,500] Per Day
Maximum Benefit for all Diagnostic X-Ray and Laboratory Benefits [1-5] Days Per Coverage Year]

Emergency Room Visits Benefits

Emergency Room Benefit [\$50 – 1,000] Per Visit
Maximum Benefit [1-5] Visits per Coverage Year]

Ambulance Benefit

Land Ambulance Benefit [\$100-1,000] Per Covered Sickness/Accident
Air Ambulance Benefit [\$100 – 2,000] Per Covered Sickness/Accident
Maximum Benefit-Land and Air Ambulance Combined [1-5] per Coverage Year]

Other Covered Medical Services

[Skilled Nursing Facility Benefit [\$50 – 300] Per Day
Skilled Nursing Facility Maximum Benefit [1 – 30] Days Per Coverage Year]

[Hospice Benefit [\$100 – 300] Per Day
Hospice Maximum Benefit [10 – 180] Days]

[Rehabilitation Therapy Benefit [\$25 – 150] Per Visit
Rehabilitation Therapy Maximum Benefit [1 - 10] Visits Per Coverage Year]]

Mental Health Benefits

Mental Health Inpatient Benefit [\$0 – 1,500] per day
Mental Health Inpatient Maximum Benefit [1 – 60] days per Coverage Year
Mental Health Outpatient Benefit [\$0 - 300] per treatment
Mental Health Outpatient Maximum Benefit [\$0 – 3,000] per Coverage Year]

Chemical Abuse and Dependence Diagnosis and Treatment Benefit

Chemical Abuse and Dependence Diagnosis and Treatment Benefit [\$0 – 1,500] per day
Inpatient Rehabilitation Maximum Benefit [1 – 60] Days per Coverage Year
Chemical Abuse and Dependence Outpatient Benefit [\$0 - 300] per treatment
Chemical Abuse and Dependence Outpatient Benefit Maximum Benefit [\$0 – 3,000] per Coverage Year]

Wellness Benefit

Office Visit Benefit [\$25 – 500] per Visit
Maximum Benefit [1-5] Visits per Coverage Year

[Diagnostic X-Ray and Laboratory Tests
Maximum Benefit [\$20 – 500] per Visit
[1 – 5] Days per Coverage Year]

Supplemental Accident Benefit

[Emergency Room Visit
Maximum Benefit [\$50 – 1,000] per Covered Accident
[1-5] Covered Accidents per Coverage Year]

[Inpatient Admission
Maximum Benefit [\$50 – 2,000] per Covered Accident
[1-5] Covered Admissions per Coverage Year]

[All Other
Maximum Benefit [\$10 - 100] per Covered Accident
[1-5] Covered Accidents per Coverage Year]

Health Screening Services for Children Benefit

Health Screening Services for Children Benefit
Maximum Benefit [\$0 – 100] per Visit
[1 – 5] [Unlimited] Visits per Coverage Year]

Habilitative Services For Children Benefit

Habilitative Services For Children Benefit
Maximum Benefit [\$0 - 100] per Visit
[1 – 5] [Unlimited] Visits per Coverage Year]

Cancer Screening Benefit

Cancer Screening Benefit [\$0 - 100] per Visit]

**Diabetes Supplies, Equipment and Self-
Management Education Benefit**

Diabetes Supplies, Equipment and Self-Management
Education Benefit [\$0 - 100] per Coverage Year]

Accidental Death Benefit

Accidental Death Principal Sum for Named Insured [\$1,000 - \$25, 000]
Accidental Death Principal Sum for Spouse 50% of Named Insured Benefit
Accidental Death Principal Sum for Child(ren) 25% of Named Insured Benefit
Loss Period Loss within [180-365] days from the date of the
Accident]

[SURGICAL FEE SCHEDULE – ABBREVIATED FOR ILLUSTRATION*

Base Amount: [\$0 - \$1,000]

CPT-4 Procedure Code	Category	Benefit
ABDOMEN		
44950	Appendectomy	2.5 x Base Amount
47562	Laparoscopy	2.5 x Base Amount
43620	Total Gastrectomy	10.0 x Base Amount
43500	Gastrotomy	2.5 x Base Amount
49000	Laparotomy, exploratory	2.5 x Base Amount
47563	Laparoscopic Cholecystectomy w/cholangiography	2.5 x Base Amount
AMPUTATION		
24920	Amputation of upper arm	2.5 x Base Amount
26951	Amputation of finger/thumb	2.5 x Base Amount
27295	Amputation of leg at hip	5.0 x Base Amount
27880	Amputation of lower leg	2.5 x Base Amount
28820	Amputation of toe	1.0 x Base Amount
BREAST		
19301	Removal of breast	2.5 x Base Amount
19120	Removal of breast lesion	1.0 x Base Amount
19357	Breast reconstruction	5.0 x Base Amount
CHEST		
32100	Exploratory Thoracotomy	5.0 x Base Amount
31622	Bronchoscopy	1.0 x Base Amount
43200	Esophagoscopy	1.0 x Base Amount
43124	Esophagectomy	10.0 x Base Amount
32480	Lung, removal of or portion of (Lobectomy)	5.0 x Base Amount
33420	Valvotomy or commissurotomy, closed	5.0 x Base Amount
33403	Aortic, Mitral, or Tricuspid Valvuloplasty, open with bypass	5.0 x Base Amount
33697	Tetralogy of Fallot with Bypass	10.0 x Base Amount
43235	Upper gastrointestinal endoscopy	1.0 x Base Amount
43239	Upper gastrointestinal endoscopy w/biopsy	1.0 x Base Amount
DISLOCATION, REDUCTION OF		
27840	Treat ankle dislocation	1.0 x Base Amount
23520	Treat clavicle dislocation	1.0 x Base Amount
24640	Treat elbow dislocation	1.0 x Base Amount
27256	Treat hip dislocation	1.0 x Base Amount
21485	Reset dislocated jaw	2.5 x Base Amount
23655	Treat shoulder dislocation	1.0 x Base Amount
25660	Treat wrist dislocation	1.0 x Base Amount
27557	Treat knee dislocation	5.0 x Base Amount

ARTHROTOMY		
29895	Ankle arthroscopy/surgery	2.5 x Base Amount
29838	Elbow arthroscopy/surgery	2.5 x Base Amount
29863	Hip arthroscopy/surgery	2.5 x Base Amount
29807	Shoulder arthroscopy/surgery	5.0 x Base Amount
29881	Knee arthroscopy w/meniscectomy (medial OR lateral)	2.5 x Base Amount
EAR, NOSE, THROAT		
69840	Fenestration	2.5 x Base Amount
69502	Mastoidectomy-single	5.0 x Base Amount
69511	Extensive mastoid surgery	5.0 x Base Amount
42835	Adnoidectomy (independent procedure)	1.0 x Base Amount
31070	Sinusotomy, frontal, external simple (Trepine)	1.0 x Base Amount
30520	Submucous resection of nasal septum (septectomy)	2.5 x Base Amount
31367	Laryngectomy, without neck dissection	10.0 x Base Amount
42825	Tonsillectomy, with or without adenoidectomy-under age 12	1.0 x Base Amount
42826	Tonsillectomy, with or without adenoidectomy-12 and over	1.0 x Base Amount
31500	Tracheotomy (independent procedure)	1.0 x Base Amount
EYE		
66984	Cataract, operation for intracapsular, extracapsular unilateral	2.5 x Base Amount
67107	Repair detached retina	5.0 x Base Amount
65101	Removal of eye	2.5 x Base Amount
FRACTURE, TREATMENT OF		
28430	Treatment of ankle fracture	1.0 x Base Amount
26720	Treat finger fracture, each	1.0 x Base Amount
21315	Treatment of nose fracture	1.0 x Base Amount
25560	Treat fracture radius & ulna	1.0 x Base Amount
27781	Treatment of fibula fracture	1.0 x Base Amount
29075	Application cast, elbow to finger, short arm	1.0 x Base Amount
29125	Application short arm splint, forearm to hand	1.0 x Base Amount
GENITO URINARY TRACT		
57530	Cervix amputation (cervicectomy)	1.0 x Base Amount
54150	Circumcision Newborn Clamp	1.0 x Base Amount
58120	Dilation & Curettage (non-Puerperal)	1.0 x Base Amount
58180	Partial hysterectomy	5.0 x Base Amount
58150	Total hysterectomy	5.0 x Base Amount
58260	Vaginal hysterectomy	2.5 x Base Amount
50400	Kidney -Nephropexy	5.0 x Base Amount
50605	Ureterotomy	5.0 x Base Amount
51065	Cystotomy	2.5 x Base Amount
52601	Prostate, removal of (Prostatectomy)	2.5 x Base Amount
55860	Surgical exposure, prostate	2.5 x Base Amount
55810	Extensive prostate surgery	5.0 x Base Amount
54860	Removal of epididymis	1.0 x Base Amount
57240	Cyctocele, operation for anterior colporrhaphy	2.5 x Base Amount

57250	Rectocele operation for posterior colporrhaphy	2.5 x Base Amount
57260	Rectocele and cystocele A&P colporrhaphy	2.5 x Base Amount
51798	Measurement of post-voiding residual urine	1.0 x Base Amount
52000	Cystourethroscopy	1.0 x Base Amount
GOITRE		
60210	Adenoma or benign tumor of thyroid excecion	2.5 x Base Amount
60240	Thyroidectomy	5.0 x Base Amount
HERNIA		
49500	Repair Inguinal- unilateral - under age 5	1.0 x Base Amount
49505	Repair Inguinal- unilateral - over age 5	2.5 x Base Amount
49582	Repair Umbilical-under age 5	1.0 x Base Amount
49587	Repair Umbilical-over age 5	2.5 x Base Amount
49560	Repair Ventral (incisional	2.5 x Base Amount
49550	Repair Femoral	2.5 x Base Amount
49570	Repair Epigastric	1.0 x Base Amount
LIGAMENTS AND TENDONS		
27686	Revise lower leg tendons	2.5 x Base Amount
26410	Repair hand tendon	2.5 x Base Amount
26350	Repair finger/hand tendon	2.5 x Base Amount
26480	Transplant hand tendon	2.5 x Base Amount
OBSTETRICAL		
59410	Removel of placenta and/or immediate or early repair of pereneum and/or cervix	2.5 x Base Amount
59514	Cesarean Section delivery only	2.5 x Base Amount
59525	Cesarean Section and Hysterectomy, total or subtotal	2.5 x Base Amount
59136	Ectopic (tubal, extra-uterine) pregnancy	2.5 x Base Amount
59812	Miscarriage, including dilation and curettage	1.0 x Base Amount
PILONIDAL CYST OR SINUS		
11770	Removal of pilonidal lesion	1.0 x Base Amount
10080	Drainage of pilonidal cyst	1.0 x Base Amount
RECTUM		
46942	Fissure (Fissurectomy) cutting operation for (Independent Procedure)	1.0 x Base Amount
46083	Incise external hemorrhoid	1.0 x Base Amount
46930	Destruction of hemorrhoids	1.0 x Base Amount
46262	Hemorrhoidectomy and Fistulotomy or Fistulectomy	2.5 x Base Amount
46924	Papillectomy, single tag (independent procedure)	1.0 x Base Amount
45378	Colonoscopy	1.0 x Base Amount
SKULL		
61322	Osteoplastic craniotomy (other than operation for brain tumor)	10.0 x Base Amount
61250	Trephine	2.5 x Base Amount
61543	Hemispherectomy	10.0 x Base Amount

SPINE OR SPINAL CORD		
63290	Laminectomy	10.0 x Base Amount
63278	Spinal cord tumor operation	5.0 x Base Amount
62311	Injection, single, lumbar	1.0 x Base Amount
64483	Injection anesthetic agent lumbar	1.0 x Base Amount
TUMOR		
24077	Remove tumor of arm/elbow	5.0 x Base Amount
21557	Remove tumor, neck/chest	2.5 x Base Amount
VARICOSE VEINS		
37780	Revision of leg vein	1.0 x Base Amount
INTEGUMENTARY SYSTEM		
11042	Debridement, subcutaneous tissue	1.0 x Base Amount
12001	Simple repair superficial wounds 2.5 cm less	1.0 x Base Amount
12002	Simple repair superficial wounds 2.6 cm to 7.5 cm	1.0 x Base Amount
TRANSPLANT & PARTIAL ORGAN REMOVAL		10.0 x Base Amount

* The Surgical Fee Schedule benefits are on a fixed basis from the 2010 Medicare Reimbursement RBRVS Schedule. If a surgical procedure is performed that is not listed in the above Surgical Fee Schedule, You need to contact [the Administrator]. The benefit amount will be determined using the Current Procedural Terminology Code (CPT) provided by the Covered Person's Doctor and the surgical value from the 2010 Medicare Reimbursement RBRVS Schedule.]

GENERAL DEFINITIONS

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

Accident

Accident means an unintended or unforeseen bodily injury sustained by a Covered Person, wholly independent of disease, bodily infirmity, illness or any other abnormal physical condition.

[Ambulatory Surgical Center

An Ambulatory Surgical Center (ASC) means a distinct entity that operates exclusively for the purpose of furnishing outpatient surgical services. The Ambulatory Surgical Center must be certified with the Center for Medicare and Medicaid Services (CMS.) An ASC is either an independent facility or is operated by a hospital. A Hospital-operated facility must be a separately identifiable entity physically and administratively, and be financially independent and distinct from other operations of the Hospital. An Ambulatory Surgical Center is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, a place for treatment of mental disorders or a place for convalescent, custodial, educational or rehabilitary care.]

Complications of Pregnancy

Complications of Pregnancy are health conditions requiring medical treatment before or after termination of pregnancy. The health condition must be diagnosed as distinct from pregnancy or as caused by it. Examples are: acute nephritis; cardiac decompensation; miscarriage; disease of the vascular, hemopoietic, nervous or endocrine systems; and similar conditions that cannot be classified as a distinct complication of pregnancy but are connected with the management of a difficult pregnancy. Also included are: medically necessary cesarean sections; terminated ectopic pregnancy; spontaneous termination that occurs during pregnancy in which a viable birth is impossible; hyperemesis gravidarum; and preeclampsia.

Complications of Pregnancy do NOT include: false labor; occasional spotting; rest prescribed during the period of pregnancy; or elective cesarean section.]

Confined or Confinement

Confined or Confinement means the assignment to a bed as a resident inpatient in a Hospital on the advice of a Physician or Confinement in an Observation Unit within a Hospital for a period of no less than 20 continuous hours on the advice of a Physician.

Coverage Year

Coverage Year means a consecutive 12-month period or any part of such period, as shown on the Certificate Schedule.

Covered Accident

A *Covered Accident* is an Accident which:

- occurs after the effective date shown on the Certificate Schedule;
- occurs while this Certificate is in force; and
- is not excluded by name or specific description in this Certificate.

Covered Person(s). You and Your Dependents who are insured under the Group Policy.

Covered Sickness

A *Covered Sickness* means a Sickness which:

- occurs after the effective date shown on the Certificate Schedule;
- occurs while this Certificate is in force; and
- is not excluded by name or specific description in this Certificate.

Doctor or Physician

A *Doctor or Physician* means a legally qualified practitioner of the healing arts acting within the scope of his or her license and is not an Immediate Family Member.

For purposes of this definition, Immediate Family Member means a Covered Person's Spouse, son, daughter, mother, father, sister, or brother.

Emergency Room

Emergency Room means a portion of a Hospital where emergency diagnosis and treatment of a Sickness or Accident is provided.

Experimental/Investigational

A drug, device or medical care or treatment will be considered experimental/investigational if:

- The drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished;
- The informed consent document utilized with the drug, device, medical care or treatment states or indicates that the drug, device, medical care or treatment is part of a clinical trial, experimental phase or investigational phase or if such a consent document is required by law;
- The drug, device, medical care or treatment or the patient informed consent document utilized with the drug, device or medical care or treatment was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal or state law requires such review and approval; or

- Reliable evidence shows that the drug, device or medical care or treatment is the subject of ongoing Phase I or Phase II clinical trials, is the research, experimental study or investigational arm of ongoing Phase III clinical trials, or is otherwise under study to determine the maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis.

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

[Hospice

Hospice means a facility operated by a Hospital or other licensed health care institution. It is not a convalescent home; a nursing home; a Skilled Nursing Facility; or a similar institution. Its purpose is to provide an alternative environment with palliative and supportive care for terminally ill patients either directly or on a consulting basis with the patient's Physician; or another community agency, such as a visiting nurses' association.

As used in this provision, a terminally ill patient is any patient whose life expectancy, as determined by a Physician, is less than 6 months.]

[Hospice Care

Hospice Care means care and supplies provided or coordinated by a Hospice to terminally ill patients with a life expectancy of 6 months or less.]

Hospital

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

- primarily engaged in providing, by or under continuous supervision of physicians, to inpatients diagnostic and therapeutic services for diagnosis, treatment and care of injured or sick persons;
- has organized departments of medicine and major surgery;
- has a requirement that every patient must be under the care of a physician or dentist;
- provides 24 hour nursing care by or under the supervision of RNs;
- has in effect a hospital review plan applicable to all patients which meets at least the standards set forth in Section 1861(k) of the United States Public Law 89-97 (42 USCA 1395x[k]);
- duly licensed by the agency responsible for licensing such hospitals; and

- not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, a place primarily for treatment of mental disorders or chemical dependency or a place for convalescent, custodial, educational or rehabilitative care.

Hospital Intensive Care Unit

A *Hospital Intensive Care Unit* means a place which:

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

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

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

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

- a progressive care unit;
- an intermediate care unit;
- a private monitored room;
- a sub-acute Intensive Care Unit;
- an Observation Unit; or
- any facility not meeting the definition of a Hospital Intensive Care Unit as defined in this Certificate.

Medically Necessary

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

- it is provided only as a convenience to the Covered Person or provider;
- it is not appropriate treatment for the Covered Person's diagnosis or symptoms;

- it exceeds in scope, duration or intensity that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment; or
- it is experimental/investigational treatment.

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

Named Insured

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

Observation Unit

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

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

[Pre-existing Condition

Pre-existing condition means a condition (whether physical or mental), regardless of the cause of the condition, for which medical advice, diagnosis, care or treatment was recommended or received from a physician within a [6-12] month period preceding the effective date of coverage of the Covered Person.]

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

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

Sickness

Sickness means an illness, infection, disease, Complications of Pregnancy or any other abnormal physical condition not caused by an Accident.

[Sickness Benefit Waiting Period

Sickness Benefit Waiting Period means the period of time during which benefits for Sickness are not paid. The Sickness Benefit Waiting Period is shown on the Certificate Schedule.]

[Skilled Nursing Facility

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

ELIGIBILITY AND EFFECTIVE DATE

Effective Dates of Coverage

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

Eligibility

To be eligible to enroll in the coverage, an individual must be a member of an eligible class as defined on the Certificate Schedule.

Enrollment

An individual who is a member of an eligible class may enroll for coverage on the date the individual first becomes a member of an eligible class.

Delayed Effective Date of Coverage

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

Who is Covered By This Certificate

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

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

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

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

Dependent children means any unmarried natural children, step-children, legally adopted children or children placed into Your custody for adoption who is under the age of 26 years of age.

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

Coverage for the Named Insured's Newborn Children:

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

- the necessary care and treatment of medically diagnosed congenital defects;
- birth abnormalities;
- prematurity[.];[.];
- [routine nursery care, provided the pregnancy originated while the Named Insured or Spouse was insured under the Policy.]

Coverage for the Named Insured's Adopted Children):

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

A child adopted by You or Your insured Spouse will automatically become insured as a dependent. The effective date of the coverage will be the earlier of:

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

Coverage for adopted children will be to the same extent as provided for other covered dependent children and will include the necessary care and treatment of pre-existing medical conditions.

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

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

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

- notify Us of his birth or placement in Your residence within 31 days of this occurrence;
- complete the required application for him; and
- pay the required premium for him, if any.

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

DESCRIPTION OF BENEFITS

We will pay the benefits described below. Benefits will be paid, subject to any applicable benefit limitation [and the Sickness Benefit Waiting Period shown on the Certificate Schedule], when a Covered Person incurs charges while the Covered Person's coverage is in force. The Covered Person must be under a Doctor's care, and the treatment must be Medically Necessary, for Covered Injury or Sickness.

HOSPITAL CONFINEMENT BENEFITS

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

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

We will not pay this benefit for:

- emergency room treatment;
- outpatient treatment; or
- Confinement of less than 20 hours to an Observation Unit.

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

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

[HOSPITAL INTENSIVE CARE UNIT CONFINEMENT BENEFIT

We will pay the Hospital Intensive Care Unit Confinement Benefit, shown on the Certificate Schedule, if a Covered Person incurs charges for and is Confined to a Hospital Intensive Care Unit as the result of injuries received in a Covered Accident or due to a Covered Sickness. The Confinement to a Hospital Intensive Care Unit must begin while the coverage is in force. The Hospital Intensive Care Unit Confinement Benefit will only be payable if the Hospital Confinement Benefit is also payable. The Hospital Intensive Care Unit Confinement Benefit will be payable in addition to the Hospital Confinement Benefit.

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

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

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

[ADDITIONAL HOSPITAL ADMISSION BENEFIT

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

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

We will not pay this benefit for:

- emergency room treatment;
- outpatient treatment; or
- A stay of less than 20 hours in an Observation Unit.

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

[SURGERY BENEFIT

We will pay the Surgery Benefit, shown on the Certificate Schedule, if any Covered Person undergoes a surgical procedure due to a Covered Accident or Covered Sickness. The procedure must be performed by a board certified surgeon in a Hospital or an Ambulatory Surgical Center. We will pay this benefit once per covered surgical procedure. If a Covered Person has more than one surgical procedure performed at the same time, We will pay only one surgical procedure benefit, even if caused by more than one Accident or Sickness. We will pay the benefit that has the highest dollar value. The surgical procedure must occur while the coverage is in force.

In the case of a Covered Person who is receiving benefits in connection with a mastectomy and who elects breast reconstruction in connection with such mastectomy, We will pay the Surgery Benefit, shown on the Certificate Schedule, for:

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

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

This benefit is subject to the Surgery Maximum Benefit shown on the Certificate Schedule

The Anesthesia Benefit is the surgery benefit times the percentage shown in the Certificate Schedule. Anesthesia must be administered by a licensed anesthesiologist or certified registered nurse anesthetist (CRNA).

Written proof of loss should include the surgeon's and the anesthesiologist's or certified registered nurse anesthetist's (CRNA's) itemized statement(s) verifying the patient's name, the surgical procedure code(s), the date of treatment, the diagnosis and the charges incurred.].

[OUTPATIENT SURGICAL FACILITY BENEFIT

We will pay the Outpatient Surgical Facility Benefit, shown on the Certificate Schedule, if a Coverage Person incurs charges for a surgical procedure performed in an Ambulatory Surgical Center or in a Hospital on an outpatient basis. The charges must be incurred as a result of injuries received in a Covered Accident or due to a Covered Sickness.

We will pay the amount shown on the Certificate Schedule for each day the Covered Person incurs charges, up to the Outpatient Surgical Facility Maximum Benefit shown on the Certificate Schedule.].

[DOCTOR'S OFFICE VISIT BENEFITS

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

For a visit due to injuries received in a Covered Accident, the visit must occur within 72 hours after the date of the Covered Accident.

Services must be rendered by a licensed Physician acting within the scope of their license. A Primary Care Physician includes the Covered Person's:

- general practitioner;
- OB/GYN;
- osteopath; and
- internist.

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

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

The Doctor's Office Visit Benefit will not be payable for a doctor's visit that is payable under either the Mental Health Benefit or the Chemical Abuse and Dependency Diagnosis and Treatment Benefit.]

[DIAGNOSTIC X-RAY AND LABORATORY TESTS BENEFIT

We will pay the Diagnostic X-Ray and Laboratory Test Benefit shown on the Certificate Schedule when a Covered Person incurs charges for diagnostic x-ray and/or laboratory testing caused by a Covered Accident or Covered Sickness.

Benefits are payable on a per day basis and are subject to the definitions, limitations, exclusions and other provisions of the Policy.

The test must be performed:

- while the coverage is in force; and
- in a Hospital, Ambulatory Surgical Center or Doctor's office.

The test must be ordered by a Physician because of a Covered Accident or Covered Sickness.

We will pay the amount shown on the Certificate Schedule, up to the Maximum Benefit for all Diagnostic X-Ray and Laboratory Benefits.

[Basic Pathology

We will pay the Basic Pathology Benefit if a Covered Person incurs charges for laboratory tests performed for diagnostic purposes. The amount paid will be the amount shown on the Certificate Schedule for Basic Pathology.]

[Basic Radiology

We will pay the Basic Radiology Benefit if a Covered Person incurs charges for x-rays, ultrasounds and other

medical imaging performed for diagnostic purposes. The amount paid will be the amount shown on the Certificate Schedule for Basic Radiology.]

[Advance Studies

We will pay the Advance Studies Benefit if a Covered Person incurs charges for: Angiogram; Arteriogram; Computer Tomography Scan (CT); Electroencephalogram (EEG); Magnetic Resonance Imaging (MRI); Myelogram; Positron Emission Tomography Scan (PET); and Thallium Stress Test. The amount paid will be the amount shown on the Certificate Schedule for Advance Studies. Procedures included in Advance Studies will not be payable as Basic Pathology or Basic Radiology.]

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

[EMERGENCY ROOM VISIT BENEFIT

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

For a visit due to injuries received in a Covered Accident, the visit must occur within 72 hours after the date of the Covered Accident.

Services must be rendered by a Physician.

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

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

[AMBULANCE BENEFIT

We will pay the Land Ambulance Benefit or the Air Ambulance Benefit shown on the Certificate Schedule, if a licensed professional ambulance company transports a Covered Person by ground or air transportation to or from a Hospital or between medical facilities, where treatment is received as the result of a Covered Sickness or Accident. The Covered Person must incur charges while the coverage is in force for professional ambulance service to receive this benefit. The ambulance transportation must be within 90 days after a Covered Sickness or Accident. We will pay this amount once per Covered Sickness or Accident.

This benefit is subject to the Maximum Benefit – Land and Air Ambulance Combined, shown on the Certificate Schedule.]

[OTHER COVERED MEDICAL SERVICES

We will pay the Other Covered Medical Services Benefits if a Covered Person incurs charges for the services described below while the Covered Person's coverage is in force, up to the Maximum Benefit shown on the Certificate Schedule. The Covered Person must be under a Doctor's care, and the treatment must be Medically Necessary, for Covered Accident or Sickness.

[Skilled Nursing Facility Care

We will pay the Skilled Nursing Facility Benefit if a Covered Person incurs charges for and is Confined in a Skilled Nursing Facility due to injuries received in a Covered Accident or due to a Covered Sickness. Confinement must begin while the coverage is in force and immediately following a Hospital confinement of at least 3 days. Payment of this benefit will be in lieu of any Hospital Confinement benefit.

We will pay the Skilled Nursing Facility Benefit, shown on the Certificate Schedule, for each day a Covered Person is Confined, up to the Skilled Nursing Maximum Benefit shown on the Certificate Schedule.

We will not pay this benefit for:

- Emergency Room treatment;
- outpatient treatment; or
- Confinement of less than 20 hours to an Observation Unit.

We will not pay the Skilled Nursing Facility benefit, if the Covered Person is Hospital Confined.]

[Hospice Care

We will pay the Hospice Care Benefit if a Covered Person incurs charges for Hospice Care.

Coverage will consist of drugs and medical supplies for inpatient Hospice Care provided in a Hospice or in a Hospital and outpatient Hospice Care provided by a Hospice in the home.

Benefits for Hospice Care will end on the earliest of:

- the date the Covered Person dies;
- the date the Covered Person no longer qualifies for the Hospice Care program; or
- the date the Hospice Care Maximum Benefit has been paid.

We will pay the Hospice Care Benefit, shown on the Certificate Schedule, for each day a Covered Person receives Hospice Care benefits, up to the Hospice Care Maximum Benefit shown on the Certificate Schedule.]

[Rehabilitation Therapy

We will pay the Rehabilitation Therapy Benefit, shown on the Certificate Schedule, if a Covered Person incurs charges for and requires physical therapy, speech therapy or occupational therapy due to injuries received in a Covered Accident or due to a Covered Sickness. The therapy must be for rehabilitation, must be Medically Necessary, and be prescribed by a Doctor.

We will pay the Rehabilitation Therapy amount per visit shown on the Certificate Schedule, up to the Rehabilitation Therapy Maximum Benefit, shown on the Certificate Schedule.]]

[MENTAL HEALTH BENEFITS

Inpatient Benefits

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

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

Outpatient Benefits

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

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

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

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

[CHEMICAL ABUSE AND DEPENDENCY DIAGNOSIS AND TREATMENT BENEFIT

Inpatient Benefits

We will pay the Chemical Abuse and Dependency Diagnosis and Treatment Benefit, shown on the Certificate Schedule for Covered Persons receiving services provided in facilities which are accredited by the joint commission on accreditation of hospitals as alcoholism, substance abuse or chemical dependence treatment programs, for the treatment of Chemical Abuse and Chemical Dependency.

Benefits for rehabilitation services are subject to the Rehabilitation Maximum Benefit, shown on the Certificate Schedule,...

Outpatient Benefits

For Outpatient Benefit, We will pay the Chemical Abuse and Dependence Outpatient Benefit, shown on the Certificate Schedule, for Covered Persons receiving outpatient services for Chemical Abuse and Dependency.

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

[WELLNESS VISIT BENEFIT

Upon receipt of due proof that a Covered Person incurred expenses for a Wellness Visit, we will pay a Wellness Visit Benefit up to the maximum as shown in the Certificate Schedule.

[We will also pay the Wellness Visit Benefit – Diagnostic, X-ray and Laboratory Tests Benefit shown on the Certificate Schedule when a Covered Person incurs charges for diagnostic, x-ray and/or laboratory testing caused by a Wellness Visit.]

Benefits are payable on a per day basis and are subject to the definitions, limitations, exclusions and other provisions of the Policy.

The Diagnostic Test must be performed:

- while the coverage is in force; and
- in a Hospital, Ambulatory Surgical Center or Doctor's office.

The Diagnostic Test must be ordered by a Physician because of a Wellness Visit.

[We will pay the Diagnostic, X-ray and Laboratory Tests Benefit amount shown on the Certificate Schedule, up to the Diagnostic, X-ray and Laboratory Tests Benefit Maximum Benefit, shown on the Certificate Schedule.]

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

We will not pay the Wellness Visit Benefit if the wellness examination or testing is considered a covered expense under any other benefit provision in the Description of Benefits section.

Additional Definitions – Whenever used in this benefit: "Wellness Visit" means an office visit for routine examinations or other preventative testing, including a baseline mammogram, a screening mammogram, cervical cytologic screening, diagnostic radiology/imaging, colorectal cancer screening, prostate cancer screening, and physical examination.

"Baseline mammogram" means a screening mammogram that is used as a comparison for future examinations;

"Screening mammogram" means a low dose x-ray used to visualize the internal structure of the breast; and

"Cytologic screening" means a pap test to detect cervical cancer through the simple microscopic examination of cells scraped from the surface of the cervix.]

[SUPPLEMENTAL ACCIDENT BENEFIT

We will pay the Supplemental Accident Benefit, shown on the Certificate Schedule, if any Covered Person incurs charges for Appropriate Treatment of an injury sustained in a Covered Accident received within [180 – 365] days of the Covered Accident. We will pay this Supplemental Accident Benefit in addition to any benefits payable under the Policy.

[Emergency Room

We will pay the Emergency Room benefit if a Covered Person incurs charges for Emergency Room services as a result of a Covered Accident. We will pay the amount shown on the Certificate Schedule up to the Emergency Room Maximum Benefit.

[Inpatient Admission

We will pay the Inpatient Admission benefit if a Covered Person incurs room and board charges for admission to a Hospital as a result of a Covered Accident. We will pay the amount shown on the Certificate Schedule up to the Inpatient Admission Maximum Benefit.]

[All Other

We will pay the All Other benefit if a Covered Person incurs charges, other than Emergency Room charges and Inpatient Admission charges, as a result of a Covered Accident. We will pay the amount shown on the Certificate Schedule up to the All Other Maximum Benefit.]

"Covered Accident" means an Accident that occurs while coverage is in force for a Covered Person and results in a loss or Injury covered by the Policy.]

"Appropriate Treatment" means particularly adapted proper and suitable administration or application of remedies to a Covered Person for an injury sustained in a Covered Accident.

[HEALTH SCREENING SERVICES FOR CHILDREN BENEFIT

We will pay the Health Screening Services For Children Benefit, shown on the Certificate Schedule, for child health screening services for a Covered Person from birth to age 21. Services will be consistent with the standards and schedules of the American Academy of Pediatrics. Benefits for Health Screening Services will be payable if the charges incurred are not payable under another benefit.

We will pay the Health Screening Services For Children Benefit amount per visit shown on the Certificate Schedule, up to the Health Screening Services For Children Benefit Maximum Benefit, shown on the Certificate Schedule.]

[HABILITATIVE SERVICES FOR CHILDREN BENEFIT

We will pay the Habilitative Services for Children Benefit shown on the Certificate Schedule if any Covered Person under the age of 21 years incurs charges for habilitative services. Benefits will not be provided for habilitative services actually delivered through early intervention or school services. Benefits for Habilitative Services for Children will be payable if the charges incurred are not payable under another benefit.

We will pay the Habilitative Services for Children Benefit amount per visit shown on the Certificate Schedule, up to the Habilitative Services for Children Benefit Maximum Benefit, shown on the Certificate Schedule.

For the purposes of this provision, "habilitative services" means services, including occupational therapy, physical therapy, and speech therapy, for the treatment of a child with a congenital or genetic birth defect to enhance the child's ability to function.]

[CANCER SCREENING BENEFIT

We will pay the Cancer Screening Benefit, shown on the Certificate Schedule, if a Covered Person incurs charges for and has one of the cancer screenings listed below while the coverage is in force:

- A baseline mammogram for women;
- An annual screening mammogram for women;
- An annual cervical cytologic screening for women;
- A cervical cytologic screening for women upon certification by an attending Physician that the test is Medically Necessary;
- A colorectal cancer screening that is in compliance with American Cancer Society colorectal cancer screening guidelines; and
- A prostate cancer screening in accordance with the latest screening guidelines issued by the American Cancer Society for the ages, family histories, and frequencies referenced in such guidelines.

Cancer Screening Benefits will be payable if the charges incurred are not payable under another benefit.

For the purposes of this provision:

- "Baseline mammogram" means a screening mammogram that is used as a comparison for future examinations;
- "Screening mammogram" means a low dose x-ray used to visualize the internal structure of the breast; and
- "Cytologic screening" means a pap test to detect cervical cancer through the simple microscopic examination of cells scraped from the surface of the cervix.]

[DIABETES SUPPLIES, EQUIPMENT AND SELF-MANAGEMENT EDUCATION BENEFIT

We will pay the Diabetes Supplies, Equipment and Self-Management Education Benefit, shown on the Certificate Schedule, if any Covered Person incurs charges for the equipment, supplies, and other outpatient self-management training and education, including medical nutritional therapy, for the treatment of insulin-dependent diabetes, insulin-using diabetes, gestational diabetes, and non-insulin using diabetes if prescribed by a Physician legally authorized to prescribe such item.]

[ACCIDENTAL DEATH BENEFIT

Accidental Death Benefit

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

Proof of Loss

We must be given written proof of loss within 90 days after the covered loss occurs. If an authorized representative is not able to give Us written proof of loss within 90 days, it will not have a bearing on the claim if proof is given to Us as soon as it is reasonably possible except in the absence of legal capacity. Written proof of loss must include a claim form and if loss is due to death of a Covered Person, a certified copy of the death certificate.

Beneficiary

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

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

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

Change of Beneficiary

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

LIMITATIONS AND EXCLUSIONS

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

- Are not Medically Necessary;
- Are not prescribed by a Doctor as necessary to treat Sickness or injury;
- Are experimental/investigational in nature, except as required by law;
- Are received without charge or legal obligation to pay; or
- Is provided by an immediate family member.

Additional Limitations and Exclusions

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

[Dental Procedures – Dental care or treatment except for such care or treatment due to accidental injury to sound natural teeth within 12 months of the accident and except for dental care or treatment necessary due to congenital disease or anomaly.]

Elective Procedures and Cosmetic Surgery – Cosmetic surgery, except that cosmetic surgery shall not include reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection or other disease of the involved part and reconstructive surgery because of congenital disease or anomaly of a covered dependent child which has resulted in a functional defect.

Felony or Illegal Occupation Commission of or attempt to commit a felony or to which a contributing cause was the insured's being engaged in an illegal occupation.

[Manipulations of the Musculoskeletal System –care in connection with the detection and correction by manual or mechanical means of structural imbalance, distortion or subluxation in the human body for purposes of removing nerve interference and the effects thereof, where such interference is the result of or related to distortion, misalignment or subluxation or of or in the vertebral column.]

Suicide or Injuries, While Sane, Which Any Covered Person Intentionally Does to Himself- suicide, attempted suicide or intentionally self-inflicted injury.

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

Work-related Injury or Sickness. Work-related Injury or Sickness, whether or not benefits are payable under any state or federal Workers' Compensation, employer's liability or occupational disease law or similar law.

[Pregnancy]

[Pre-existing Condition Limitation

There is no coverage for a pre-existing condition for a continuous period of [6-12] months following the effective date of coverage under this Policy.

[This limitation applies to the following benefits:]

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

This limitation does not apply to:

- genetic information in the absence of a diagnosis of the condition related to such information; and
- a newborn child who is enrolled in the plan within 31 days after birth; nor to a child who is adopted or placed for adoption before attaining 18 years of age; and as of the last day of the 31-day period beginning on the date of birth, adoption or placement for adoption, is covered under creditable coverage.]

- on the date the Named Insured asks Us to end their Dependent coverage; or
- on the date the Named Insured dies.

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

Termination of coverage will not affect any Covered Accident or Covered Sickness that occurred while the coverage was in force.

TERMINATION OF INSURANCE

Termination of a Named Insured's Coverage

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

- the date the Policy terminates; or
- midnight on the last day, for which premium was paid, if premium is not paid by the end of the grace period, or
- 90 days after the date written notice was provided that the Named Insured is no longer in an eligible class; or
- the date the Named Insured's class is no longer included for insurance; or
- on the date the Named Insured asks Us to end their coverage.

If We discontinue offering this coverage to a particular class we will provide the class the option to purchase other coverage currently offered in such market without regard to the claims experience of the class or any health related status to any insureds covered or new insureds who may become eligible for such coverage.

Termination of coverage will not affect any Covered Accident or Covered Sickness that occurred while the coverage was in force.

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

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

- if the Policy terminates;
- if the premiums are not paid for the Named Insured's Spouse when they are due;
- on the date the Named Insured asks Us to end their Spouse's coverage;
- on the date the Named Insured dies; or
- on the date the next premium is due after the Named Insured divorces their Spouse.

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

- if the Policy terminates;
- if the premium is not paid for the Named Insured's dependents when it is due;

PREMIUMS

When and Where to Pay Premiums

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

The premium due dates are based on:

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

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

Grace Period (If Premiums Are Not Paid When Due)

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

Our Right to Change Premiums

We have the right to change the premium We charge. If We plan to make a change, We will send You a notice at least 45 days before We make it.

We may change premium rates at any time for reasons which affect the risk assumed, including the reasons shown below:

- a change occurs in the plan design;
- the number of insureds changes by 25% or more; or
- a new law or a change in any existing law is enacted which applies to this plan.

GENERAL PROVISIONS

Entire Contract; Changes

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

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

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

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

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

Incontestability

Any statement made by the Holder or a Named Insured, except for fraudulent misstatements, is considered a representation and not a warranty. A copy of the statement will be provided to the Holder or the Named Insured, whoever made the statement. No statement will be used to contest the Policy, the validity of coverage or reduce benefits unless it is in writing, signed by the Holder or Named Insured.

Coverage Provided by the Policy

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

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

Conformity with State Statutes

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

HOW TO FILE A CLAIM/CLAIM PROVISIONS

How to File a Claim

A claim form must be completed within 90 days after the covered loss begins or as soon as it is reasonably possible. The claim form, along with proof of loss, should be sent to Us at [the address We have provided].

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

Proof of Loss

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

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

Payment of Claim

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

- spouse;
- mother;
- father;
- child or children; and
- brothers or sisters.

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

Time of Payment of Claim

We will pay any benefits due immediately after We receive written proof of loss.

Physical Examinations

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

Legal Action

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

Internal Appeals of Adverse Determinations

The Covered Person, their designee and the Covered Person's health care provider, may request an internal appeal of an adverse determination, either by phone, in person or in writing. The Covered Person has up to 180 calendar days after he or she receives notice of the adverse determination to file an appeal. We will acknowledge the Covered Person's request for an internal appeal within 15 calendar days of receipt. This acknowledgment will include the name, address and telephone number of the person handling the Covered Person's appeal and, if necessary, inform the Covered Person of any additional information needed before a decision can be made. A clinical peer reviewer who is in the same or similar specialty as the provider who typically manages the disease or condition at issue and who is not subordinate to the clinical peer reviewer who made the initial adverse determination will perform the appeal.

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

Reviews of services in which a provider requests an immediate review or any other urgent matter will be handled on an expedited basis.

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

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

Notice of Determination of Internal Appeal

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

Covered Person's Right To An External Appeal

Under certain circumstances, a Covered Person has a right to an external appeal of a denial of coverage. Specifically, if coverage is denied under the policy on the basis that the service is not Medically Necessary or is Experimental/Investigational treatment, a Covered Person or his representative may appeal the decision to an External Appeal Agent. An External Appeal Agent means an independent entity certified and licensed by the State to conduct such appeals.

Covered Person's Right To Appeal A Determination That A Service Is Not Medically Necessary

If coverage is denied under the policy on the basis that the service is not Medically Necessary, a Covered Person may appeal to an External Appeal Agent if the Covered Person satisfies the following two criteria:

- The service, procedure or treatment must otherwise be a covered expense under the policy; and
- The Covered Person must have received a final adverse determination through Our internal appeal process and We must have upheld the denial for the Covered Person and We must agree in writing to waive any internal appeal.

Covered Person's Rights To Appeal A Determination That A Service Is Experimental/Investigational Treatment

If coverage is denied under the Policy on the basis that the service is Experimental/Investigational treatment, a Covered Person may appeal to an External Appeal Agent if the Covered Person satisfies the following two criteria:

- The service must otherwise be a covered expense under the policy; and
- The Covered Person must have received a final adverse determination through Our internal appeal process and We must have upheld the denial for the Covered Person and We must agree in writing to waive any internal appeal.

In addition, the Covered Person's attending Physician must certify that the Covered Person has a life-threatening or disabling condition or disease. A "life-threatening condition or disease" is one which, according to the current diagnosis of the Covered Person's attending Physician has a high probability of death. A "disabling condition or disease" is any medically determinable physical or mental impairment that can be expected to result in death, or that has lasted or can be expected to last for a continuous period of not less than 12 months, which renders the Covered Person unable to engage in any substantial gainful activities. In the case of a child under the age of 18, a "disabling condition or disease" is any medically determinable physical or mental impairment of comparable severity. The Covered Person's attending Physician must also certify that the Covered Person's life-threatening or disabling condition or disease is one for which standard health services are ineffective or medically inappropriate or one for which there does not exist a more beneficial standard service or procedure -covered by the policy or one for which there exists a clinical trial (as defined by law).

In addition, the Covered Person's attending Physician must have recommended one of the following:

- A service, procedure or treatment that two (2) documents from available medical and scientific evidence indicate is likely to be more beneficial to the Covered Person than any standard covered service. "Medical and scientific evidence" is defined as (1) peer-reviewed scientific studies published in, or accepted for publication by medical journals that meet nationally recognized requirements for scientific manuscripts and that submit most of their published articles for review by experts who are not part of the editorial staff; (2) peer-reviewed medical literature, including literature related to therapies reviewed and approved by a qualified institutional review board, biomedical compendia and other medical literature that meet the criteria of the National Institute of Health's National Library of Medicine for indexing in Index Medicus, Excerpta Medicus, Medline and MEDLARS database Health Services Technology Assessment Research; (3) peer-reviewed abstracts accepted for presentation at major medical association meetings; (4) peer-reviewed literature shall not include publications or supplements to publications sponsored to a significant extent by a pharmaceutical manufacturing company or medical device manufacturer; (5) medical journals recognized by the secretary of Health and Human Services under section 1861(t)(2) of the federal Social Security Act; (6) the following standard reference compendia (A) the American Hospital Formulary Service-Drug Information; (B) the American Medical Association Drug Evaluation;

(C) the American Dental Association Accepted Dental Therapeutics; and (D) the United States Pharmacopeia – Drug Information; and (7) findings studies, or research conducted by or under the auspices of federal government agencies and nationally recognized federal research institutes including the federal Agency for Health Care Policy and Research, National Institute of Health, National Cancer Institute, National Academy of Sciences, Health Care Financing Administration, Congressional Office of Technology Assessment and any national board recognized by the National Institutes of Health for the purpose of evaluating the medical value of health services; or

- A clinical trial for which the Covered Person is eligible. "Clinical trial" is defined as a peer-reviewed study plan which has been (1) reviewed and approved by a qualified institutional review board, and (2) approved by one of the National Institutes of Health (NIH), or an NIH cooperative group or an NIH center or the Food and Drug Administration in the form of an investigational new drug exemption, or the Federal Department of Veteran Affairs, or a qualified nongovernmental research entity as identified in guidelines issued by individual NIH institutes for center support grants, or an institutional review board of a facility which has a multiple project assurance approved by the Office of Protection from Research Risks of the National Institutes of Health.

For purposes of this section, the Covered Person's attending Physician must be a licensed, board-certified or board eligible physician qualified to practice in the area appropriate to treat the Covered Person's life threatening or disabling condition or disease.

The External Appeal Process

If, through Our internal appeal process, the Covered Person has received a final adverse determination upholding a denial of coverage on the basis that the service is not Medically Necessary or is Experimental/Investigational treatment, the Covered Person has 45 days from receipt of such notice to file a written request for an external appeal. If the Covered Person and Us have agreed in writing to waive any internal appeal, the Covered Person has 45 days from receipt of such waiver to file a written request for an external appeal. We will provide an external appeal application with the final adverse determination issued through Our internal appeal process or Our written waiver of an internal appeal.

The Covered Person will have an opportunity to submit additional documentation with their request. If the External Appeal Agent determines the information the Covered Person submits represents a material change from the information on which We based the denial, the External Appeal Agent will share this information with Us in order for Us to exercise the right to reconsider the decision. If We choose to exercise this right, We will have three business days to amend or confirm the decision. Please note that in the case of an expedited appeal (described below), We do not have a right to reconsider the decision.

In general, the External Appeal Agent must make a decision within 30 days of receipt of the Covered Person's completed application. The External Appeal Agent may request additional information from the Covered Person, his physician or Us. If the External Appeal Agent requests additional information, it will have five additional business days to make its decision. The External Appeal Agent must notify the Covered Person in writing of its decision within two business days.

If the Covered Person's attending Physician certifies that a delay in providing the service that has been denied poses an imminent or serious threat to the Covered Person's health, the Covered Person may request an expedited external appeal. In that case, the External Appeal Agent must make a decision within three days of receipt of the completed application. Immediately after reaching a decision, the External Appeal Agent must try to notify the Covered Person and Us by telephone or facsimile of that decision. The External Appeal Agent must also notify the Covered Person in writing of its decision.

If the External Appeal Agent overturns Our decision that a service is not Medically Necessary or approves coverage of Experimental/Investigational treatment, We will provide coverage subject to the other terms and conditions of the policy. Please note that if the External Appeal Agent approves coverage of Experimental/Investigational treatment that is part of a clinical trial, the policy will only cover the costs of services required to provide treatment to the Covered Person according to the design of the trial. We shall not be responsible for the costs of investigational drugs or devices, the costs of non-health care services, the costs of managing research, or costs which would not be covered under the policy for non-experimental or non-investigational treatments provided in such clinical trial.

The External Appeal Agent's decision is binding on both the Covered Person and Us. The External Appeal Agent's decision is admissible in any court proceeding.

Covered Person's Responsibilities

It is the Covered Person's Responsibility to initiate an external appeal process.

The Covered Person may initiate the external appeal process by filing a completed application with Us. A designee, including a health care provider, may be appointed by the Covered Person at any time in order to pursue an external appeal.

The Covered Person's completed request for appeal must be filed within 45 days of the date upon which they receive written notification from Us that it has upheld a denial of coverage or the date upon which they receive a written waiver of any internal appeal.

Additionally, a health care provider has the right to pursue an external appeal of a retrospective adverse determination in his own right. Retrospective adverse determination means a determination for which utilization review was initiated after health care services have been provided.

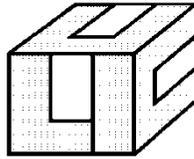
Missouri Contact Information

You may contact the Missouri Department of Insurance for assistance at any time at:

Missouri Department of Insurance
PO Box 690
Jefferson City, MO 65102-0690

Toll Free Number: 800-726-7390

Email Address: consumeraffairs@insurance.mo.gov



Unified Life Insurance Company
[7201 West 129th Street, Suite 300, Overland Park, Kansas 66213]

ENROLLMENT FORM

TO BE COMPLETED BY MEMBER			
Sponsor Member:		Group #:	
New Enrollment			
<input type="checkbox"/> Change		Date of Qualifying Event:	
Please indicate the nature of change/qualifying event:			
<input type="checkbox"/> Beneficiary Change			
<input type="checkbox"/> Annual Enrollment Change			
<input type="checkbox"/> Termination		Date of Termination:	Termination Reason:
NAME (Last) (First) (Middle Initial)			Social Security Number:
Home Address (Street):		City	State Zip
Telephone Number:	Gender:	<input type="checkbox"/> Male <input type="checkbox"/> Female	Birth Date:
Marital Status (check one): <input type="checkbox"/> Married Date: <input type="checkbox"/> Single <input type="checkbox"/> Divorced			<input type="checkbox"/> Legally Separated
CHECK THE BOXES BELOW FOR COVERAGE ELECTED			
Hospital Indemnity Coverage:	<input type="checkbox"/> Member Only <input type="checkbox"/> Member/Spouse <input type="checkbox"/> Member Plus One		<input type="checkbox"/> Decline Hospital Indemnity Coverage due to other coverage? <input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Member/Child(ren) <input type="checkbox"/> Member/Family		
Covered Dependents Full Name	Social Security #	Sex	Birth Date
Spouse			
Dep			
Dep			
Do you or your dependents have other health coverage? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, complete this section.			
Insured:		Date of Birth:	Effective Date of Coverage:
Name of Health Carrier:		Group/Policy #:	
Covered Dependents:			
Do you or your dependents have Medicare Coverage <input type="checkbox"/> Yes <input type="checkbox"/> No			Name of Covered Person
<input type="checkbox"/> Medicare A <input type="checkbox"/> Medicare B		Medicare # (attach copy of card)	Effective Date
ACCIDENTAL DEATH INSURANCE Amount Requested:	<input type="checkbox"/> Member <input type="checkbox"/> Spouse <input type="checkbox"/> Dependent		
	\$	\$	\$

[Certain state insurance departments require that we advise you of the following statements:]

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

Arkansas and West Virginia Residents: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefits 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 Residents: Any person who knowingly presents a false or fraudulent claim of payment of a loss is guilty of a crime and may be subject to civil fines and confinement in state prison.

District of Columbia Residents: **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 Residents: Any person who knowingly and with intent to injure, defraud, or deceive any insurer 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 and Pennsylvania Residents: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and may subject such person to criminal and civil penalties.

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

New Mexico Residents: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OR LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

North Carolina Residents: Any person who knowingly and with intent to injure, defraud or deceive 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 may be a crime and subjects such person to criminal and civil penalties.

Ohio Residents: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

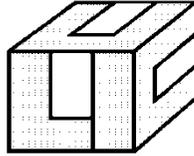
Oklahoma Residents: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Oregon Residents: Any person who with intent to injure, defraud or deceive any insurance company or other person submits an enrollment form for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto may have violated state law.

Vermont Residents: Any person who knowingly and with intent to injure, defraud or deceive 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 may be a crime and may subject such person to criminal and civil penalties.

Virginia Residents: Any person who knowingly and with intent to injure, defraud or deceive 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 act, which may be a crime and subjects such person to criminal and civil penalties.

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



Unified Life Insurance Company
[7201 West 129th Street, Suite 300, Overland Park, Kansas 66213]

ARKANSAS AMENDATORY ENDORSEMENT

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

1. The "Coverage for the Named Insured's Adopted Children" provision in the "Eligibility and Effective Date" section is deleted in its entirety. The following shall be substituted in its place:

We will cover the Named Insured's adopted children from the moment of birth if the petition for adoption and application for coverage is filed within 60 days after the birth of the child. However, coverage of the initial hospital stay shall not be required where a natural parent has insurance coverage available for the infant's care.

A child adopted by You or Your insured Spouse will automatically become insured as a dependent. The effective date of the coverage will be the earlier of:

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

Coverage for adopted children will be to the same extent as provided for other covered dependent children and will include the necessary care and treatment of pre-existing medical conditions.

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

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

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

- notify Us of his birth or placement in Your residence;
- complete the required application for him; and
- pay the required premium for him, if any.

If a newborn is not enrolled within 90 days of birth, coverage will be provided from the date that notice is given. Any Additional premium required should be made to the Holder within 90 days of notification of birth.

If an adopted child is not enrolled within 90 days of adoption, coverage will be provided from the date that notice is given. Any Additional premium required should be made to the Holder within 90 days of notification of placement for the purposes of adoption.

If a step child is not enrolled within 90 days of placement in Your residence, coverage will be provided from the date that notice is given. Any Additional premium required should be made to the Holder within 90 days of notification of placement.

2. The third paragraph of the "When Coverage Ends on the Named Insured's Spouse and/or Dependents" provision in the "Termination of Insurance" section is deleted in its entirety. The following is substituted in its place:

Coverage will end on each Dependent child when they no longer qualify as a Dependent as defined in the Certificate. It is the Named Insured's responsibility to notify Us if any Dependent no longer qualifies as an eligible Dependent. If this is family coverage and all of the dependents no longer qualify as eligible dependents and We are not notified, the extent of Our liability will be to refund premium for the time period for which they did not qualify. Coverage will not end on a Dependent child who reaches the limiting age if that child is incapable of self-sustaining employment by reason of mental illness, developmental disability, mental retardation as defined in the mental hygiene law or physical handicap and who became so incapable prior to the attainment of the age at which dependent coverage would otherwise terminate and who is dependent upon such Named Insured for support and maintenance. Upon Our request and at Our expense, the Named Insured must submit proof of incapacity or dependency to us for a Dependent whose coverage would otherwise terminate if not incapacitated or dependent.

3. The "Time of Payment of Claim" provision in the "How to File a Claim/Claim Provisions" section is deleted in its entirety. The following shall be substituted in its place:

We will pay any benefits due not more than 30 days after We receive written proof of loss electronically or 45 days if the claim is submitted by other means.

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

There are no other changes to the Policy or Certificate.

Signed for Unified Life Insurance Company:

[



Chairman of the Board



Secretary]

If you have questions concerning this policy, you can contact:

Unified Life Insurance Company

[7201 West 129th Street

Suite 300

Overland Park, Kansas 66213]

TOLL FREE NUMBER: [1-800-XXX-XXXX]

Should we at Unified Life Insurance Company fail to provide adequate service, you should feel free to contact:

ARKANSAS DEPARTMENT OF INSURANCE

Consumer Services Division

1200 West Third Street

Little Rock, Arkansas 72201-1904

(501) 371-2640 or (800) 852-5494

State: Arkansas

Filing Company:

Unified Life Insurance Company

TOI/Sub-TOI: H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity

Product Name: ULIC - UCA - LM 2012 ASSN

Project Name/Number: ULIC - UCA - LM 2012/ULIC - UCA - LM 2012

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Approved-Closed	01/08/2013
Comments:			
Attachment(s):	READABILITY UCA Flesch Score Chart - 101412 - AR.pdf		
		Item Status:	Status Date:
Satisfied - Item:	Application	Approved-Closed	01/08/2013
Comments:	acknowledged		
		Item Status:	Status Date:
Satisfied - Item:	UCA Board Meeting Minutes 052912 signed	Approved-Closed	01/08/2013
Comments:			
Attachment(s):	UCA Board Meeting Minutes 052912 signed.pdf		
		Item Status:	Status Date:
Satisfied - Item:	UCA Bylaws 050112	Approved-Closed	01/08/2013
Comments:			
Attachment(s):	UCA Bylaws 050112.pdf		
		Item Status:	Status Date:
Satisfied - Item:	Forms List	Approved-Closed	01/08/2013
Comments:			
Attachment(s):	AR UCA Forms List.pdf		

Item Status:

Status Date:

SERFF Tracking #:

CMPL-128829217

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

ULIC - UCA - LM 2012

State: Arkansas**Filing Company:**

Unified Life Insurance Company

TOI/Sub-TOI: H14G Group Health - Hospital Indemnity/H14G.000 Health - Hospital Indemnity**Product Name:** ULIC - UCA - LM 2012 ASSN**Project Name/Number:** ULIC - UCA - LM 2012/ULIC - UCA - LM 2012

Satisfied - Item:	MO Certificate of Corporation Amendment	Approved-Closed	01/08/2013
Comments:			
Attachment(s):			
MO Certificate of Corporation Amendment.pdf			

Item Status:**Status Date:**

Satisfied - Item:	UCAA Bylaws 03-2007	Approved-Closed	01/08/2013
Comments:			
Attachment(s):			
UCAA Bylaws 03-2007.pdf			

Item Status:**Status Date:**

Satisfied - Item:	Authorization	Approved-Closed	01/08/2013
Comments:			
Attachment(s):			
ULIC Authorization Letter - 06-26-2012.pdf			

Item Status:**Status Date:**

Satisfied - Item:	Statement of Variables	Approved-Closed	01/08/2013
Comments:			
Attachment(s):			
ULI LM SOV UCA FPM 12-6-12.pdf			

READABILITY CERTIFICATION

RE: Unified Life Insurance Company

NAIC # 11121

FEIN # 43-1917728

This is to certify that form(s) listed below have achieved at least the minimum required score on the Flesch Reading Ease Test.

Form	Form Number	Score
Certificate	GRP 2012 UCA FPM CERT	50
Enrollment Form	GRP 2012 UCA FPM ENR	48
Amendatory Endorsement	GRP 2012 UCA FPM AE AR	45
GRP 2012 UCA FPM NOTICE AR	Arkansas Notice	



William M. Buchanan
Chairman of the Board

**Minutes of the Board of Directors
of the Unified Caring Association (“UCA”)**

This special board meeting was called for the purpose of reorganizing the corporation in view of the amendment of Articles of Incorporation and By-Laws of the Mutual Benefit Non-Profit Corporation. The meeting of Board of Directors of the Unified Caring Association (UCA) was held on Tuesday, May 29, 2012 at 201 North Mount Shasta Blvd., Mt. Shasta, California.

Attending the meeting was:

Lane Michel

Luna Russo

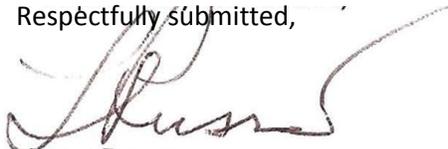
Dylan Coleman (via phone)

The certified copy of the amended Articles of Incorporation changing the name of the corporation to Unified Caring Association was presented. The President presented the certified copy with the official filing date of May 18, 2012 in the State of Missouri and Official Filing Number N00036482. This document was placed into the Book of Minutes of the Corporation

The President presented to the meeting a form of By-Laws which were duly endorsed and discussed. All present unanimously approved that the By-Laws are adopted as and for By-Laws of this Mutual Benefit Non-Profit Corporation and directed the Secretary to insert the By-Laws into the Book of Minutes of the Corporation.

The meeting was adjourned with no further Board actions pending.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'Luna Russo', written in a cursive style.

Luna Russo,
Secretary

**BYLAWS
OF
UNIFIED CARING ASSOCIATION (UCA)**

**Article 1.
Purpose and powers**

1.01 Purposes. The corporation is organized for any lawful purpose or purposes as set forth in its Articles of Incorporation or Certificate of Formation or any amendments thereto.

1.02 Mission. The Unified Caring Association (UCA) is dedicated to helping members live a healthier and happier life to increase the quality and intensity of caring put into action. As a membership community, UCA is committed to The ACE Program; caring for Animals, Children and Elderly by creating a conscious movement to protect the innocents.

1.03 Powers. The corporation shall possess all powers which a corporation may have that is organized under the Missouri Not-for-Profit Corporation Act, as the same for time may be amended.

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

**Article 2.
Principal office; registered office and agent**

2.01 Principal Office. The principal office shall be at such a place as the officers may from time to time designate. The corporation may also have an office or offices at such other place or places within or without the State of Missouri as the board of directors or by an officer so authorized by the board of directors may from time to time designate as the business of the corporation requires.

2.02 Registered Agent. The corporation shall have and continuously maintain in Missouri a registered agent. 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.

2.03 Change of Registered Agent. The corporation may change its registered agent, upon filing in the office of the Secretary of state a statement setting forth such change. The change shall be authorized by the authorized board of directors or by an officer so authorized by the board of directors.

2.04 Resignation of Registered Agent. Any registered agent may resign; however, the corporation will not recognize the resignation of any registered agent appointed by it, or the discontinuance of any registered office, unless it receives a copy of such agent's resignation, or discontinuance of the registered office, as sent to the Office of the Secretary of State, such copy to be delivered or sent to the corporation registered or certified mail, addressed to the Principal Office of the corporation and directed to the attention of the secretary of the corporation, A copy of such notice shall be delivered or mailed no later than the date of filing of the statement with the Office of the Secretary of

State; and such statement of resignation, or discontinuance of the registered office, shall be effective on the earlier of the filing by the corporation of an amendment to its annual registration statement designating a new registered agent or registered office if discontinued, or the thirty-first (31*) day after the date on which the statement is filed.

ARTICLE 3. MEMBERS

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

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

3.03 Classes of Members. The corporation may establish additional classes of members. The designation of, or change to a class of membership may be established at any time by resolution of the board of directors or as otherwise required by law. Divisions within a class of membership may be established at the discretion of an officer authorized by the board of directors. Programs, services or benefit packages provided as part of membership in any of these categories, divisions, or sub-divisions may vary or change at any time as determined by the officers of the Association. Nothing shall be construed as to create any employer-employee relationship between the Association and any member.

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 isn’t required, to provide for the issuance of certificates or cards evidencing membership in the corporation. 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. Members may assign by proxy voting rights to any officer of the corporation.

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 of the payment of dues for a period of one month from the beginning of the period from which such dues become 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 day such dues were payable and no further notice of such termination shall be required, although it may be given. Members may terminate membership at any time by e-mail, phone or fax request for such. 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. A member personally or through his duly authorized attorney-in-fact may resign by filing written resignation with the secretary of the corporation but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the corporation.

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

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

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

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

MEETINGS OF MEMBERS

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

4.02 Annual Meeting. An annual meeting of the members shall be held each year on a day and hour to be selected by the Board of Directors for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the board of directors fails to call the annual meeting at the designated time, a member of the corporation may demand that the meeting be held within a reasonable time. The demand must be made in writing and sent to an officer of the corporation by registered mail. If the annual meeting is not called before the 61st day after the date of demand, a member

may compel the holding of such annual meeting by legal action directed against the board of directors, and each of the extraordinary writs of common law and of courts equity are available to the member to compel the holding of the meeting. Failure to hold an annual meeting at the designated time does not result in the winding up and termination of the corporation.

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

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

4.05 Quorum. The members of the corporation holding one-tenth (1/10) of the votes entitled to be cast, in person or by proxy, constitute a quorum. The vote of the majority of the votes entitled to be cast by the members present, or represented by proxy, at a meeting at which a quorum is present, shall be the act of the members, unless the vote of a greater number is required by law, the articles or the bylaws.

If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the original meeting. The members present at a duly constituted meeting may continue to transact business until adjournment, despite the withdrawal of enough members to leave less than a quorum.

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

4.07 Proxies by Members. A member may vote in person or by proxy executed in writing by the member or the member’s attorney-in-fact. A member can revoke his proxy in writing at any time by sending notice of such revocation to the corporation. Any person who becomes a member shall execute an appropriate written proxy if such desires to have any director or officer of the corporation receive notice of and vote and act on said members 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 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 corporation 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 elected successor shall be elected and shall qualify, or until his or her earlier death, resignation or removal.

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

- (a) Directors must be residents of any state in the United States or the District of Columbia;
- (b) Notwithstanding the provisions of Section 3.01, any person serving as a director of the corporation shall automatically be enrolled as an active member of the corporation.
- (c) Proposed directors must be nominated by existing directors ; and
- (d) Directors must attend at least seventy-five (75%) 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 Communication 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 and director from serving the corporation in any other capacity and receiving compensation therefore. Members of the executive committee or of special or standing committees may, by resolution of the board of directors, be allowed like compensation for attending committee meetings.

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

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

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

ARTICLE 6.

OFFICERS

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

from time to time by the board of directors or as may be provided in these bylaws. Any two or more offices may be held by the same person.

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

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

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

6.05 President. The president will be the chief executive 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 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 the inability or refusal to act, the vice presidents, if any, in 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 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 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 interest 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 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 interest of the members of the corporation to do so. A majority of all 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 judgement 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 committee.

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

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

7.07 Vacancies. Vacancies in the membership of any committee may be filled by 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, of other orders for the payment of money, notes of other evidences of indebtedness issued in the name of the corporation shall be signed by such officer of 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 any, 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 laws of 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 of 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 corporations best interests, and in all other cases, that his conduct was at least not opposed to the corporations 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 judgement, 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) wilful 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 judgement (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’ fee 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 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 named defendant or respondent in the proceeding.

9.10 Insurance. The corporation may purchase and maintain insurance or enter into any other arrangement on behalf of any person who is or was a director, officer, employee or agent of the corporation or who is or was serving at the request of the corporation as a director, officer, partner, venture, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, employee benefit plan, other enterprise, or other entity, against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person, whether or not the corporation 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 or on 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, any claim arising out of acts of a knowingly discriminatory nature, (e) 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 a 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 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 a 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 accountant 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 person or by proxy are entitled to cast at which a quorum is present.

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

12.06 Waiver of Notice. Notice of a meeting is not required to be given to a member, director or member of a committee if the person entitled to notice signs a written waiver of notice of the meeting, regardless of whether the waiver is signed before or after the time of the meetings. 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 on convened.

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

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. The bylaws may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counter parts shall be constructed 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 rule of Order, unless otherwise inconsistent with these bylaws resolution of the board of directors.

CERTIFICATE OF SECRETARY

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

Luna Russo

Unified Life Insurance Company

NAIC #11121

FEIN #43-1917728

Arkansas Forms List

<u>Form No.</u>	<u>Description</u>
GRP 2012 UCA FPM CERT	Group Accident and Sickness Hospital Indemnity Insurance Certificate of Coverage
GRP 2012 UCA FPM AE AR	Arkansas Amendatory Endorsement
GRP 2012 UCA FPM ENR	Group Accident and Sickness Hospital Indemnity Insurance Enrollment Form
GRP 2012 UCA FPM NOTICE AR	Arkansas Notice

STATE OF MISSOURI



Robin Carnahan
Secretary of State

CERTIFICATE OF AMENDMENT
OF A
MISSOURI NONPROFIT CORPORATION

WHEREAS,

Unified Caring Association
N00036482

Formerly,

UNITED CONSUMER AWARENESS ASSOCIATION

a corporation organized under The Missouri Nonprofit Corporation Law has delivered to me its Articles of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the Amendment of Articles of Incorporation under The Missouri Nonprofit Corporation Law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I hereunto
set my hand and cause to be affixed the
GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, this
18th day of May, 2012.


Secretary of State





State of Missouri
 Robin Carnahan, Secretary of State

Corporations Division
 PO Box 778 / 600 W. Main St., Rm. 322
 Jefferson City, MO 65102

File Number:
 N00036482
 Date Filed: 05/18/2012
 Robin Carnahan
 Secretary of State

**Articles of Amendment
 for a Nonprofit Corporation**
(Submit with filing fee of \$10.00)

The undersigned corporation, for the purpose of amending its articles of incorporation, hereby executes the following articles of amendment:

1. The name of corporation is: UNITED CONSUMER AWARENESS ASSOCIATION
Name Charter Number

2. The amendment was adopted on 05/01/2012 and changed article(s) 1 to state as follows:
month/day/year

1. The name of corporation is changed to: Unified Caring Association

3. If approval of members was not required, and the amendment(s) was approved by a sufficient vote of the board of directors or incorporators, check here and skip to number (5):

4. If approval by members was required, check here and provide the following information:

A. Number of memberships outstanding:

B. Complete either C or D:

C. Number of votes for and against the amendments(s) by class was:

Class	Number entitled to vote	Number voting for	Number voting against
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

D. Number of undisputed votes cast for the amendment(s) was sufficient for approval, and was:

Class:	Number Voting undisputed:
_____	_____
_____	_____
_____	_____

The number of votes cast in favor of the amendment(s) by each class was sufficient for approval by that class.

5. If approval of the amendment(s) by some person(s) other than the members, the board or the incorporators was required pursuant to section 355.606, check here to indicate that approval was obtained:

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

[Signature] Lane Michel President 05/17/2012
Authorized signature of officer or chairman of the board Printed Name Title Date

Name and address to return filed document:

Name: _____

Address: _____

City, State, and Zip Code: _____

State of Missouri
 Amend/Restate - NonProfit 1 Page(s)



T1214251005

**AMENDED BYLAWS
OF
UNITED CONSUMER AWARENESS ASSOCIATION**

**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 educational purposes including, for such purposes, (a) to provide information, education, products and services to its members and (b) to improve consumer awareness and to enrich the lives of its members by providing products and services at a discount.

1.02 Powers. The corporation shall possess all powers which a corporation may have that is organized under the Missouri Not-for-Profit Corporation Act, as the same from time to time may 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 State of Missouri shall be at such place as the board of directors may from time to time designate by duly adopted resolution. The corporation may also have an office or offices at such other place or places within or without the State of Missouri 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 Missouri 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 Missouri for the duration of the corporation. The board of directors may from time to time change the address of its registered office by duly adopted resolution and submission of the appropriate forms to the Office of the Secretary of State.

2.03 Registered Agent. The corporation shall have and continuously maintain in Missouri a registered agent, which agent may be an individual resident in Missouri 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 Missouri which has a business office identical with such registered office.

2.04 Change of Registered Office or Agent. The corporation may change its registered office or change its registered agent, or both, upon filing in the office of the Secretary of State a statement setting forth such change. The change shall be authorized by the board of

directors or by an officer so authorized by the board of directors. The registered agent shall be agent of the corporation upon whom any process, notice or demand required or permitted by law to be served on the corporation may be served.

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

ARTICLE 3. MEMBERS

3.01 Qualification. 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 State of Missouri, stated in the notice of the meeting or in a waiver of notice.

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

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

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

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 annual or special meeting of members called for such purpose, upon receiving at least two-thirds (2/3) of the votes which members present at such meeting in person or by proxy are entitled to cast at which a quorum is present or a majority of the voting power, whichever is less. Except as prohibited by law, a proposed amendment to the articles of incorporation may also 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.

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

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

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

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

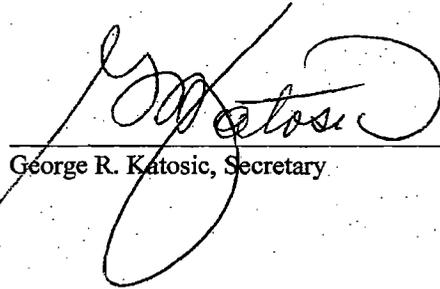
12.09 Counterparts. These bylaws may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

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

CERTIFICATE OF SECRETARY

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

Dated and Effective this 2nd day of January, 2007.



George R. Katosic, Secretary

**UNANIMOUS WRITTEN CONSENT OF BOARD OF DIRECTORS
IN LIEU OF SPECIAL MEETING OF
UNITED CONSUMER AWARENESS ASSOCIATION**

We, the undersigned, being all of the current members of the Board of Directors of the **United Consumer Awareness Association** ("Association" or "Corporation"), a Missouri Non-Profit Corporation, waive all notice and all requirements for the calling and holding of a special meeting of the Board of Directors of the Corporation and do hereby severally and collectively consent to the adoption of the following resolution:

I. AMENDED BYLAWS

RESOLVED, that the form of Amended Bylaws dated January 2, 2007 submitted to the undersigned be, and the same hereby are, in all respects, approved and adopted as the Bylaws of the Corporation, and the Secretary of the Corporation is instructed to certify and then insert the original thereof in the Corporate Record Book of the Corporation.

II. CREATION OF INDIVIDUAL MEMBERSHIP CATEGORY CLASS "N"

RESOLVED, that in accordance with the Bylaws, the Board of Directors hereby creates, within the Individual Membership Category of the Corporation, a Membership Class "N". In addition to the general membership qualifications for the Association, on the effective date of membership, a Class "N" Member shall also meet the following qualifications:

- a. be under age 65;
- b. be Actively at Work, defined as performing for a full normal workday the regular duties of your employment at the regular place of business of your employer or at a location to which you may be required to travel to perform the regular duties of your employment;
- c. be engaged in full-time work, meaning spending at least 20 hours per week performing your occupational duties; and
- d. be an employee or sub-contractor of an authorized member company or entity of the HR Policy Association which is actively participating in the National Health Access ("NHA") Program, including but not limited to, Allstate, Avon, Edward Jones, EMC, Fed Ex West, Fed Ex System, Federal Mogul, The Gap, GE, IBM, Maersk and The Book People.

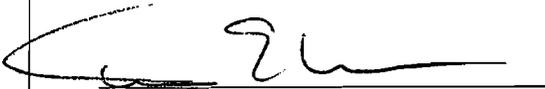
III. AUTHORIZATION

RESOLVED FURTHER, that the proper officers of the Corporation are hereby authorized and directed to take or cause to be taken all such action and to sign, execute, acknowledge, certify, deliver, accept, record and file all such further instruments in the name of and on behalf of the Corporation as in their judgment shall be necessary, desirable or advisable in order to carry out the intent of and to accomplish the purposes of the foregoing resolution.

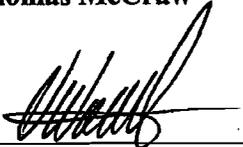
IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent in Lieu of Special Meeting of the Board of Directors in one or more counterparts effective January 2, 2007.

Dated this 15th day of March, 2007.

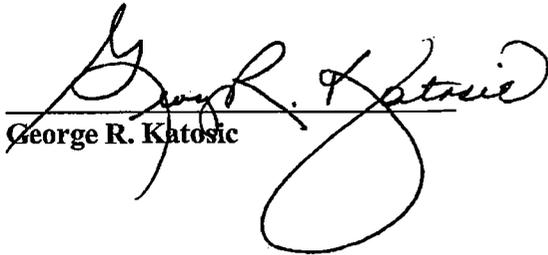
DIRECTORS:



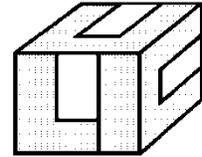
Thomas McCraw



Vernon Woelke



George R. Katosic



Unified Life Insurance Company

P.O. Box 25326
Overland Park, Kansas 66225-5326
913-685-2233

June 27, 2012

Re: Unified Life Insurance Company (Unified)
NAIC #11121
Authorization to File Forms and Rates

Dear Commissioner:

This letter authorizes Compliance Research Services, LLC (CRS) to make rate and form filings and their related riders and amendments or forms on behalf of Unified for group health indemnity plans and group life plans issued to associations. Further, CRS is authorized to respond to all correspondence and inquiries from the departments or bureaus of insurance related to those filings. This authorization continues in effect until revoked or otherwise amended by an authorized representative of Unified.

Sincerely,

A handwritten signature in black ink that reads "William M. Buchanan". The signature is written in a cursive, flowing style.

William M. Buchanan
Chairman of the Board

Statement of Variables
GRP 2012 UCA FPM POL
Group Accident and Sickness Hospital Indemnity Insurance

Coverage levels are chosen by the policyholder. Benefit amounts will change according to the level selected by the policyholder and/or the named insured. All numerical variable range levels will comply with the minimum statutory requirements and are provided in the Certificate Schedule.

GRP 2012 UCA FPM POL

1. Page 1 - On the Policy face page, the Company Address is variable to accommodate any change in address.
2. Page 1 - On the Policy face page, the Group Policy Holder, Group Policy Number, and the Group Policy Effective Date will be unique to each Policyholder.
3. Page 1 - The Phone number on the Policy face page is variable to accommodate any new phone number.
4. Page 1 - The Officer Signatures on the Policy face page are variable to accommodate any change in Officers.

GRP 2012 UCA FPM CERT

1. Page 1 - On the Certificate face page, the Company Address is variable to accommodate any change in address.
2. Page 1 - On the Certificate face page, the Group Insurance Policy Number, the Holder and the Policy Date will be unique to each Policyholder.
3. Page 1 - The Phone number on the Certificate face page is variable to accommodate any new phone number.
4. Page 1 - The Officer Signatures on the Certificate face page are variable to accommodate any change in Officers.
5. Page 2 - The page numbers in the Table of Contents are variable and will be adjusted based on the number of benefits included.
6. Page 3 - Certificate Schedule Item 2
 - variables "one of" and "es" will be included if there are two Classes of members. The variables will not be included if there is only one Class of members.
 - the Class definitions may be included or omitted at the option of the Policyholder
 - variable "under age 65" may be included or omitted at the option of the Policyholder
 - variable "65" will be an age that is 65 or higher, for example 75.
 - variable "Class 1 - 2" will refer to the Class of members eligible
 - Dependent Coverage may be included or omitted at the option of the Policyholder
7. Page 3 - Certificate Schedule Item 3 – will include beginning and ending dates of the Coverage Year. The variable will be either "same" or "next"
8. Page 3 - Certificate Schedule Item 4 – may be included or omitted at the option of the Policyholder
9. Page 3 – 9 - Certificate Schedule Item 5 – the variable benefits may be included or omitted at the option of the Policyholder
10. Page 6 – 9 – The Surgical Fee Schedule will be included if the second Surgery Benefit on Page 3 is elected by the Policyholder.
11. Page 10 - 12 - General Definitions – the variable definitions and any bracketed language will be included or omitted at the option of the Policyholder.
12. Page 13 - Coverage for the Named Insured's Newborn Children – the last bulleted item regarding routine nursery care will be included if benefits for Pregnancy are not excluded
13. Page 13 - Description of Benefits – variable regarding Sickness Benefit Waiting Period will be included or omitted at the option of the Policyholder
14. Page 13 - Hospital Confinement Benefits – the variable paragraph regarding newborn children will be included if benefits for Pregnancy are excluded
15. Page 14 - Additional Hospital Admission Benefit - 30 days – 6 months

16. Page 17 - Wellness Visit Benefit – the variable paragraphs describing the Wellness Visit Benefit – Diagnostic, X-ray and Laboratory Tests Benefit will be included or omitted at the option of the Policyholder.
17. Page 19 - Limitations and Exclusions – variable limitations and exclusions may be included or omitted at the option of the policyholder
18. Page 21 - Entire Contract; Changes – will include the current company address
19. Page 21 - How to File a Claim - will include the current company address

GRP 2012 UCA FPM ENR

1. Page 1 - The Company Address is variable to accommodate any change in address.
2. Page 2 - The Holder name will be unique to each Policyholder.
3. Page 3 - All bracketed text in the Fraud Statement area will either be omitted or included but will not be changed

GRP 2012 UCA FPM APP

1. Page 1 - The Company Address is variable to accommodate any change in address.
2. Page 1 - The Association name will be unique to each Policyholder.
3. Page 1 - Item 9 – the benefits may be included or omitted at the option of the Policyholder