

SERFF Tracking #:	CATL-128898337	State Tracking #:	Company Tracking #:
State:	District of Columbia	Filing Company:	Catlin Insurance Company, Inc.
TOI/Sub-TOI:	H02G Group Health - Accident Only/H02G.000 Health - Accident Only		
Product Name:	Catlin Group Association - NACD Rates		
Project Name/Number:	Catlin Group Association - NACD/		

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Cover Letter All Filings		
Comments:	Please refer to the below Cover Letter.		

		Item Status:	Status Date:
Satisfied - Item:	Certificate of Authority to File		
Comments:	Please refer to the below Letter of Authorization.		

		Item Status:	Status Date:
Satisfied - Item:	Actuarial Memorandum		
Comments:	Attached please find the Actuarial Memorandum.		
Attachment(s):			
DC Catlin Group Accident Actuarial Memorandum Signed by Dennis Sparks 030310.pdf			

		Item Status:	Status Date:
Bypassed - Item:	Actuarial Justification		
Bypass Reason:	This is an informational association filing for a previously approved group accident product.		

		Item Status:	Status Date:
Bypassed - Item:	District of Columbia and Countrywide Loss Ratio Analysis (P&C)		
Bypass Reason:	This is an informational association filing for a previously approved group accident product, & this document was included in the underlying product filing.		

		Item Status:	Status Date:
Bypassed - Item:	District of Columbia and Countrywide Experience for the Last 5 Years (P&C)		
Bypass Reason:	This is an informational association filing for a previously approved group accident product, & this document was included in the underlying product filing.		

Item Status: Status Date:

State:	District of Columbia	Filing Company:	Catlin Insurance Company, Inc.
TOI/Sub-TOI:	H02G Group Health - Accident Only/H02G.000 Health - Accident Only		
Product Name:	Catlin Group Association - NACD Rates		
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Bypassed - Item:	Rate Summary Worksheet		
Bypass Reason:	This is an informational association filing for a previously approved group accident product, & the Rate Summary Worksheet was included in the underlying product filing.		

		Item Status:	Status Date:
Satisfied - Item:	Cover Letter		
Comments:	Cover Letter is attached, stating that: - The association is now the Policyholder - The purpose of the association.		
Attachment(s):	DC Cover Letter Rates.pdf		

		Item Status:	Status Date:
Satisfied - Item:	Letter of Authorization		
Comments:	Attached please find the Letter of Authorization.		
Attachment(s):	2013 LOA.pdf		

		Item Status:	Status Date:
Satisfied - Item:	Association Bylaws		
Comments:	Attached please find the bylaws.		
Attachment(s):	Bylaws.pdf		

		Item Status:	Status Date:
Satisfied - Item:	Articles of Incorporation		
Comments:	Attached please find the Articles of Incorporation.		
Attachment(s):	Articles of Incorporation.pdf		

CATLIN INSURANCE COMPANY, INC.

Statutory Home Office: 1330 Post Oak Boulevard, Suite 2325, Houston, TX
77056

Administrative Office: 3340 Peachtree Road N.E., Suite 2950, Atlanta, GA 30326

ACTUARIAL MEMORANDUM

**DISTRICT OF COLUMBIA GROUP ACCIDENT POLICY
Form Number AHAG 051 (DC) 0110**

1. Scope and Purpose

The purpose of this memorandum is to certify that the premiums for this Policy Form satisfy the rate filing requirements of your State. This is a new filing. This memorandum should not be used for any other purpose.

2. Description of Benefits

Attachment 2 shows a summary of the benefit options available and the corresponding premium loadings.

The base policy contained in this filing pays benefits upon death or dismemberment arising out of a covered accident. The basic Accidental Death and Dismemberment policy coverage may be extended, with additional premiums, optionally where appropriate, to include:

- Armed Forces Coverage
- Exposure and Disappearance Benefit
- National Guard and Armed Forces Reserve Coverage
- Owned Aircraft Coverage
- Pilot Coverage
- War Risk Coverage

The basic policy provides a lump sum upon accidental death or dismemberment. The dismemberment benefit depends upon the extent of the dismemberment and is specified in the Schedule of Covered Losses.

Optionally, legal family members of the employee may be covered under the policy.

The following optional additional accident benefits are available on the base policy:

- Occupational Accident Benefit Rider: This rider pays additional lump sum death benefits due to accidental death, subject to the provisions contained in the benefit wording, while the employee is on the employer's premises and engaged in the course of his/her job, or, if included, on business travel preauthorized by the employer.
- Air Bag Benefit Rider: This rider may only be purchased if the Seat Belt Benefit Rider is also purchased. The rider pays lump sum benefits if death occurs from an accident that happens while operating or riding as a passenger in an automobile. The airbag must have been deployed in the collision for the Airbag benefit to be paid.
- Bereavement and Trauma Counseling Benefit Rider: This rider pays a benefit when the insured, or an immediate family member as defined in the benefit wording, requires counseling upon the accidental death of the insured.
- Bomb Scare, Bomb Search or Bomb Explosion Benefit Rider: Subject to satisfying all the requirements for qualification for benefit, the rider will pay a lump sum benefit upon an accidental injury suffered due to a bomb scare, bomb search or bomb explosion.
- Bulletproof Vest Benefit Rider: This rider pays a benefit if a covered employee is on official duty for the employer and is shot while wearing a bulletproof vest, as defined in the benefit wording.
- Burial and Cremation Benefit Rider: This rider pays a lump sum for burial or cremation upon the accidental death of a covered person.
- Business Travel Benefit Rider: This rider will pay a benefit if the insured suffers an injury while travelling on business that was preauthorized by the employer.
- Child Care Center Benefit Rider: This is a benefit provided to dependent children upon the accidental death of either or both parents. The child must meet age limit requirements as well as be enrolled in a legitimate child care center as defined in the policy.
- Common Carrier Benefit Rider: If the insured suffers an accidental injury while travelling as a fare paying passenger in a common

carrier, as defined in the policy, this rider will pay a lump sum amount.

- Emergency Room Visit Benefit Rider: This rider will pay a benefit if the insured requires emergency treatment in an Emergency Room, as defined in the benefit wording, arising from an accidental injury covered under the policy.
- Escalator Benefit Rider: This rider provides for annual increases in the benefit amount. The annual increases are a fixed percentage of the principal sum, with a cap on the total amount of the increases.
- Felonious Assault and Violent Crime Benefit Rider: Upon production of a Police Report describing a felonious assault or violent crime, as defined in the policy, perpetrated upon the insured, this benefit rider will pay a lump sum.
- HIV Occupational Accident Benefit Rider: If the insured suffers an injury arising out of an accident that occurred while performing his/her usual occupational duties, and acquires and tests positive for HIV, based upon tests approved by the Centers For Disease Control, within one year of the accident, then this rider will pay a specified lump sum benefit.
- Home Alteration and Vehicle Modification Benefit Rider: A specified lump sum benefit will be payable if the insured requires any home alteration or vehicle modification due to an injury arising from a covered accident.
- Hospital Stay Benefit Rider: This rider provides an In-hospital Indemnity benefit of a fixed amount per day spent confined in a hospital due to injuries sustained from a covered accident. The benefit will be paid for a maximum of 30 days. Hospitalization must be at the direction of, and, under the care of a licensed Physician
- Private Passenger Benefit Rider: This benefit is payable when an insured suffers an injury while driving or riding as a passenger in a private passenger automobile, as defined in the benefit wording.
- Rehabilitation Benefit Rider: This rider will pay the insured for essential physical rehabilitation, as defined in the benefit wording, required by the insured due to injuries arising out of an accident.
- Seatbelt Benefit Rider: The rider pays lump sum benefits if death occurs from an accident that happens while properly wearing a seatbelt and operating or riding as a passenger in an automobile.

- **Special Education Benefit Rider:** This rider pays a benefit for higher education to each qualifying dependent child or, optionally, the covered spouse. The benefit is payable upon the accidental death of the insured. There are two options available for the child benefit. Firstly, only those children will qualify for the benefit who, at the time of the insured's accidental death, are either in college or are about to enter college. Under the second option, all surviving children qualify for the benefit. However, for those children under age 18, the payments will not commence until they attain that age.
- **Permanent Total Disability Benefit Rider:** After a 90-day waiting period, the insured becomes eligible for a benefit payment provided the insured be declared permanently and totally disabled by a licensed Physician. The payment will depend upon the payout option selected at the outset of the policy.

3. Renewability Clause

The premiums are not guaranteed, and, are subject to change upon renewal.

4. Applicability

This form will be available for new issues.

5. Morbidity

This policy provides accident insurance coverage to employee or other valid groups. Rates were developed separately for the base plan and the various optional benefits.

The additional costs for each of the optional benefits are expressed as a loading to the accidental death base rate.

- Accidental Death Benefit

- Employee Base Rate

The composite claim cost for accidental death was developed from the data shown in the 2005-2006 Edition of the National Safety Council's Injury Facts, for ages 25-64.

An adjustment was made to allow, as far as possible, for the common exclusions of coverage listed in the policy.

A discount of 20% was included to allow for an insured population, while a loading of 10% was added to reflect an increased risk of anti-selection.

The composite, ages 25-64, accidental death claim cost is \$0.0205 per month per \$1,000 of principal sum.

- Spouse Base Rate

Since the employee base rate is developed from unisex data, the monthly Spouse Base Rate is equal to the employee base rate of \$0.0205 per month per \$1,000 principal sum.

- Dependant Child Base Rate

The dependant child base accidental death rate was developed in the same manner as the employee base rate. The data was taken from the 2005-2006 Edition of Injury Facts for the under 24 age group. The resulting claim cost is \$0.0144 per month, per \$1,000 of principal sum. This claim cost includes the 20% discount for insured lives.

- Optional Extension of Benefits

- Armed Forces Coverage

The additional cost for this extension of benefits was derived from the Department of Defense's Medical Surveillance Monthly Report.

The Reports with the necessary data are Vol. 9, No. 1 and Vol. 11, No. 3. They show mortality rates among U.S. Armed Forces by general cause, including accident, homicide and hostile action.

Based upon the given age-banded rates, we obtained a population weighted average accident mortality rate of 25.06 per 100,000, giving a loading of 0.0984 to the employee accidental death base rate for a benefit extension of 100% of the insured's principal sum.

- Exposure and Disappearance Benefit

The numbers of deaths from exposure to the forces of nature were obtained from Injury Facts, 2005-2006 Edition.

With a resulting claim cost of \$0.0079 per 1,000, the loading, for a benefit of 100% of the principal sum, to be applied to the insured's base accidental death rate is 0.0347.

- Optional Additional Benefits

- Dismemberment Benefits

A loading of 10% is applied to the base accidental death claim cost to cover dismemberment benefits.

- Occupational Accident Benefit

The occupational unintentional accidental deaths were obtained from the National Safety Council's Injury Facts 2005-2006 Edition. The occupational deaths resulting from assaults and violent acts were obtained from the Department of Labor's Bureau of Labor Statistics: Census of Fatal Occupational Injuries, Table E1.

The claim cost for on-premises deaths was \$4.26 per annum, per \$100,000.

Optionally, coverage under this rider can include a benefit for accidental death while travelling on business for the employer.

The total cost, including both on-premises and business travel coverage is \$6.08 per annum, per \$100,000.

The loading to the accidental death base rate are 0.0019 and 0.0027 respectively.

- Bereavement and Trauma Counseling

This benefit pays a fixed amount per session, with the maximum number of sessions limited to either 5 or 10.

An average principal sum of \$50,000 is assumed, consequently the maximum bereavement and trauma counseling benefit, payable at \$5 per session, as a proportion of the average principal sum is 0.05% and 0.1% respectively.

Thus, the loadings to the accidental death base rate are 0.0005 and 0.0010 respectively.

- Bomb Scare, Bomb Search or Bomb Explosion

The loading of 0.0002, for a benefit of 1% of the principal sum, was developed based on our best actuarial judgment.

- Bullet Proof Vest Benefit Rider

The loading of 0.0008, for a benefit of 1% of the principal sum, was developed based on our best actuarial judgment.

- Burial and Cremation Benefit

The pure claim cost of \$0.0050 per \$1,000 of the Burial and Cremation Benefit assumes that the average Accidental Death Benefit is \$50,000 and that all accidental deaths having opted for this benefit will avail this benefit. The loading to the accidental death base rate is 0.0200.

- Business Travel Accident Benefit

The occupational vehicular and transportation operations deaths were obtained from the Department of Labor, Bureau of Labor Statistics, Census of Fatal Occupational Injuries, Table E-1.

The population of workers, ages 16 and older, was obtained from page 49 of Injury Facts, 2005-2006 Edition.

This resulted in a pure claim cost of \$1.79 per 100,000 workers. When applied to the insured AD claim cost, this produced a loading factor of 0.0008 for a 1% of Principal Sum benefit.

- Child Care Center Benefit

This loading is to be applied to the Childs Accidental Death Benefit rate.

The claim cost is calculated as:

$$(\text{Present value of benefit per child at 4\% p.a.}) * (\text{Average number of children per family}) * (\text{Probability of accidental death of either employee or spouse or both}) \div (\text{Assumed average principal sum})$$

The average number of children per family, 1.92, is obtained from U.S. Census Bureau, Population Division, Table AVG3 (March 2002).

The assumed average employee principal sum is \$50,000.

The resultant claim costs and loadings are:

	Claim Cost	Loading	Claim Cost	Loading	Claim Cost	Loading
Annual Benefit	\$2,500		\$3,000		\$4,000	
To Age 13	0.1124	70.14%	0.1349	84.17%	0.1799	112.23%
To Age 12	0.1117	69.67%	0.1340	83.60%	0.1787	111.47%
To Age 11	0.1108	69.11%	0.1329	82.93%	0.1772	110.57%
To Age 10	0.1097	68.44%	0.1316	82.12%	0.1755	109.50%

- Common Carrier Benefit

The claim cost for this benefit was developed from data for deaths by mode of transportation contained in Injury Facts, 2005-2006 Edition. Deaths for taxi occupants were estimated 1% of car occupant deaths.

The base rate was doubled to allow for any concentration of risk.

The adjusted pure claim cost is \$2.161 per 100,000, translating into a loading of 0.0010 for a benefit of 1% of the principal sum.

- Emergency Room Visit Benefit

The data for developing the claim cost for this benefit was derived from Health, United States, 2007: Table 91: Injury-Related Visits to Hospital Emergency Departments.

The data include the total number of emergency room visits, including multiple visits.

A 20% discount for insured lives has been included to allow for some selection.

The pure claim cost for a \$100 benefit per emergency room visit is \$7.26 for adults.

Assuming an average employee principal sum of \$50,000, the claim cost for this benefit translates into a premium loading of 0.6362.

The pure claim cost for dependant children is \$9.37, and, the loading to be applied to the child's rate is 1.1693.

- Escalation Benefit

The escalation provision will provide the covered person with an additional set percentage of the original principal sum upon completion of each year of participation in the plan for a period of five years.

The escalation benefit rates are either 3% per annum simple, or, 5% per annum simple.

The benefit rate loading was developed by computing the ratio of the present value of future benefits with the escalation provision to the present value of future benefits with a flat accidental death benefit.

The present values were calculated at an interest rate of 4% per annum.

	3% Escalation	5% Escalation
PV of \$1,000 Escalated Benefit	2.0723	2.1971
PV of \$1,000 Flat Benefit	1.8852	
Loading for Escalation Provision	0.0993	0.1655

- Felonious Assault Benefit

The numbers of covered deaths resulting from assaults were derived from data contained in National Vital Statistics Reports, Vol. 54, No. 10 (January 31, 2006).

Table 16 shows the required deaths by age group for calendar years 1999-2002. The deaths for ages 25-64 are included in the computation.

However, fatal occupational injuries arising from assaults and violent acts are excluded from this cover. The numbers of excluded deaths were obtained from the Bureau of Labor Statistics: Census of Fatal Occupational Injuries.

The claim cost for this benefit is \$0.0701 per \$1,000, or, an accidental death premium loading of 0.0031 for a 1% of principal sum benefit.

- Home Alteration and Vehicle Modification Benefit Rider

The premium loading for this benefit is based upon the expected number of dismemberment injuries. These, in turn, are derived from the loading for dismemberment benefits, that is, 10% of expected accidental deaths.

This results in 3,870 expected dismemberment injuries, giving a claim cost of \$0.02592 per 100,000, or, a premium loading of 0.0011 for a bonus benefit of 1% of the principal sum.

- Occupationally Acquired HIV Benefit

Rates for this occupational benefit were derived from the Center for Disease Control's Surveillance of Healthcare Personnel With HIV/AIDS and Journal of the American Medical Association (JAMA), Volume 300, No. 5 (Table 2).

The CDC surveillance states that there were 23,212 AIDS cases reported that had a history of employment in the healthcare industry. Of these, 196 healthcare personnel were "documented and possible" occupationally acquired HIV/AIDS infections. It was, therefore, assumed that 1% of HIV infections were occupationally acquired.

The rate of new HIV infections is estimated as 36.40 per 100,000 population, in the age group 29-49, from JAMA.

A loading of 4 was applied to reflect any anti-selection as this benefit is offered only to healthcare personnel.

Thus, the resulting estimated infection rate from occupationally acquired HIV/AIDS is 0.0146 per 1,000.

The loading to the accidental death rate for a 1% of principal sum benefit amount is 0.0006.

- Private Passenger Benefit

The numbers of car occupant deaths were obtained from National Safety Council's Injury Facts 2005-2006 Edition.

An adjustment was included for DWI exclusion, as a discount of 30%. The claim cost for this benefit was \$0.0720 per 1,000, resulting in a premium loading of 0.0032.

- Rehabilitation Benefit

The premium loading for this benefit is based upon the expected number of dismemberment injuries. These, in turn, are derived from the loading for dismemberment benefits, that is, 10% of expected accidental deaths.

This results in 3,870 expected dismemberment injuries, giving a claim cost of \$0.02592 per 100,000, or, a premium loading of 0.0011 for a bonus benefit of 1% of the principal sum.

- Seatbelt and Airbag Benefit

The source of statistics used in the calculation of the loading for this benefit is Injury Facts 2005-2006 Edition published by the National Safety Council.

It is estimated that, when used, lap/shoulder safety belts reduce the risk of fatal injury by 45%. Also, the use of safety belts has increased over the years due to legislative requirements, and, it is assumed that 80% of motorists used safety belts.

A ratio was developed from this information as a measure of the effectiveness of safety belts in preventing fatal injury. Basically, the ratio is an estimate of the proportion of claimants who are fatally

injured while wearing a safety belt to the total number of claimants.
This is calculated as:

$$\frac{\text{No. of Claimants} * 80\% * (1 - 45\%)}{\text{No. of Claimants} * (1 - 80\% * 45\%)} = 0.6875$$

For the Airbag benefit, it is assumed that all cars have fitted Airbag's, consequently this ratio is 1.0.

Again, based on Injury Facts data, a discount of 30% was applied to allow for the DWI exclusion in the policy.

The claims costs for a benefit of 1% of the Principal Sum are:

Safety Belt	\$0.0356 per 100,000
Airbag	\$0.0518 per 100,000

The premium loadings corresponding to these claim costs are:

Safety Belt	0.0016
Airbag	0.0023

- Hospital Stay Benefit

Information for the calculation of the loading for this benefit was derived from the Centers for Disease Control's National Hospital Discharge Survey: National Trends in Injury Hospitalizations, 1979-2001. The incidence rate derived from this data is 4.87 per 1,000.

The Average Length of Stay was obtained from the American Heart Association' TrendWatch Chartbook 2005. The calculated average length of stay in a hospital is 5.8 days.

In calculating the expected claim cost, adjustments were included to allow for waiting periods of 3 days and 7 days respectively.

In addition a discount of 20% was also included to allow for the better experience expected from insured lived.

Claim costs, per \$100 daily hospital benefit, are:

3-day waiting period	\$1.4933
7-day waiting period	\$0.8798

Premium loading to the basic accidental death rate for a \$100 daily hospital benefit, assuming an average principal sum of \$50,000, are:

3-day waiting period	0.1309
7-day waiting period	0.0771

- Permanent Total Disability Benefit

Claim costs for the Permanent Total Disability benefit are derived from adjusted incidence rates, with a 90-day elimination period, in the 1985 Commissioners' Disability Table.

An overall population age weighted incidence rate was calculated as 0.7559 per 1,000.

The present values for the optional benefits were calculated at an interest rate of 4% per annum, resulting in the following:

Option	Claim Cost	AD Base Rate Loading
Lump Sum	0.7559	3.3133
1% Principal Sum For 100 Months	0.6419	2.8137
40% Principal Sum + 1% Principal Sum For 60 Months	0.7128	3.1244

- Special Education Benefit for Surviving Children

The basic assumptions are:

- 4% per annum interest rate used for discounting.
- 2.5 children per insured, spread uniformly over the ages 0 to 24, that is, an average of 0.1 child per age.
- Maximum benefit period is 4 years, or to attained age 24.

Option 1

This option pays an annual benefit of 1% of the principal sum to each of those surviving children who either are in college or are preparing to go to college. These children are assumed to be in the age range of 17 to 23 years old at the time of the insured's accidental death.

The present value of this benefit is \$0.0201. However, it is payable only to the surviving children of those insured's who die

accidentally. So, the additional cost is now $\$0.0201 * 0.2281$ which equals $\$0.0046$.

The loading, to be applied to the child's accidental death base rate is 0.0287.

Option 2

Under this option all surviving children at the time of the insured's accidental death are eligible for the annual benefit. Each eligible child below 18 years old will start receiving the annual benefit upon attaining age 18. Older children will receive the benefit starting immediately for a maximum period of 4 years or to attained age 24.

The present value of this benefit is $\$0.0625$. Again, it is payable only to the surviving children of those insured's who die accidentally. Thus, the additional cost is $\$0.0625 * 0.2281$, which equals $\$0.0143$.

The loading, to be applied to the child's accidental death base rate, is 0.0889 for an annual benefit of 1% of the insured's principal sum.

- Special Education Benefit for Surviving Spouse

As for the children, this benefit pays an annual sum for 4 years after the accidental death of the insured.

The additional cost of this benefit is $\$0.0363$ for an annual amount of 1% of the insured's principal sum.

The loading, to be applied to the spouse's accidental death base rate, is 0.1591.

6. Family Rates

Family rates can be derived from the base rates, depending upon the plan design, that is the additional benefits chosen and the proportions of the insured's principal sum that are chosen for the dependants.

7. Mortality

See item 5 above.

8. Persistency

Persistency assumptions were not used in the pricing of this product.

9. Expenses

Expenses are assumed to be 20.5% of the gross premium, allocated as follows:

Administration	8.0%
Issuing Fees	5.0%
Premium Taxes	2.5%
Overhead	5.0%
Total	20.5%

10. Commissions

Commissions are assumed to average 15% of the gross premium.

11. Marketing Method

This product is to be sold through licensed insurance brokers, agents and third party administrators. It may be offered on a direct response basis.

12. Underwriting

Since this product will be sold as group coverage to employers or other valid groups, there will be none or limited underwriting.

13. Premium Classes

The premiums will vary by plan design, including:

- (i) Employee only coverage, or, employee and dependants coverage.
- (ii) Gender Mix of Group
- (iii) Benefit Level
- (iv) Additional Options Selected
- (v) Industry Group
- (vi) Geographic Area

14. Issue Age Range

Limited to employees aged 18 to 69.

15. Gender Adjustment Factors

A gender adjustment factor is introduced into the group rating that allows for the proportions of males and females in the group to be insured.

The unintentional injury death rates for males and females respectively were derived from data contained in Table 16 of the Center for Disease Control's National Vital Statistics Reports, Vol. 54, No. 10, January 31, 2006.

The gender specific accident mortality rates were compared with the overall unisex accident mortality rate. This resulted in the male ratio of 1.88 and a female ratio of 0.68.

The adjustment factor is then calculated as:

Employee Adjustment Factor = Male Factor*%Males + Female Factor*%Females

For the spouse adjustment factor, the percentages are switched, so that:

Spouse Adjustment Factor = Male Factor*%Females + Female Factor*%Males

These adjustment factors are then applied to the general accidental death rate for employees and spouse respectively in deriving the base rates for the group.

16. Geographic Area Factors

Geographical area factors were developed from the data showing unintentional injury death trends by State in Injury Facts, 2005-2006 Edition.

17. Industry Factors

Industry factors were derived from the Society of Actuaries 2006 Group Life Experience Study, which included AD&D experience by SIC (Standard Industrial Classification) code. The emerging industry loadings were used as a guide and were adjusted for anticipated experience to arrive the final loadings adopted for this product.

18. Average Annual Premium

The average expected premiums are:

Basic AD&D Plan with \$50,000 Principal Sum:

\$1.19 per employee per month for employee only

\$2.49 per employee per month for family cover

Typical Plan Including Additional Benefits:

\$1.30 per employee per month for employee only

\$2.73 per employee per month for family cover

Please see Attachments 1(a) and 1(b) for the assumptions and calculations.

19. Premium Modalization Rules

The premiums are only payable monthly.

20. Claim Liability and Reserves

The claim liability and reserves for all incurred but unpaid claims, including accrued and unaccrued, will be developed using standard actuarial methods as prescribed by the American Academy of Actuaries.

21. Active Life Reserves

Not applicable to this product.

22. Trend Assumption

No trend assumption was made.

23. Anticipated Loss Ratio

The anticipated Loss Ratio for this policy form is 52%.

24. Distribution of Business

This is a new policy form filing, consequently the distribution of business is not known.

25. Contingency and Risk Margins

The margins for adverse experience and profit are included as 12.5% of gross premium.

26. Experience

This is a new product filing and we do not have any experience on this form.

27. Lifetime Loss Ratio

The lifetime loss ratio is expected to be 52%.

28. History of Rate Adjustments

This is not applicable because this is a new product filing.

29. Number of Policyholders


This is not applicable because this is a new product filing.

30. Proposed Effective Date

The effective date will begin upon Department of Insurance approval.

31. Actuarial Certification

To the best of my knowledge and judgment, this filing is in compliance with the applicable laws of this State and that the proposed premiums are reasonable in relation to the benefits provided.


3/3/2010

G. Dennis Sparks, FCAS, MAAA
Senior Vice President and Chief Actuary
Catlin Inc

ATTACHMENT 1(a)
Average Premium Calculation

Plan Design 1: Basic AD&D Only		Employee	Spouse	Child	
General Claim Cost Per 1,000		0.0205	0.0205	0.0144	
Gender Adjustment:		1.1605	1.4017	1.0000	
Males Employees	40%				
Female Employees	60%				
Rider Loadings:					
Accidental Death		1.0000	1.0000	1.0000	
Dismemberment		0.1000	0.1000	0.1000	
Total Loading		1.1000	1.1000	1.1000	
Area Factor:					
New Jersey		0.7590	0.7590	0.7590	
Industry Factor:					
63: Insurance Carriers		0.6100	1.0000	1.0000	
Net Rate		0.0121	0.0240	0.0120	
Expenses:					
Administration	8.0%				
Issuing Fees	5.0%				
Premium Taxes	2.5%				
Overhead	5.0%				
Total	20.5%				
Commissions	15.0%				
Profit & Contingencies	12.5%				
Manual Rate		0.0233	0.0462	0.0232	Per 1,000 Per Employee Per Month
Average Principal Sum	50,000				
Manual Premium		\$ 1.17	\$ 2.31	\$ 1.16	Per Employee Per Month

Family Premium:

	Benefit Level	Rate	
Employee	100%	0.0233	
Spouse	50%	0.0231	
Children	10%	0.0023	
Total Family Rate		0.0488	Per 1,000 Per Employee Per Month
Manual Family Premium		\$ 2.44	Per Employee Per Month

ATTACHMENT 1(b)
Calculation of Average Premium

Plan Design 2: Typical Plan (Includes Additional Riders)		Employee	Spouse	Child	
General Claim Cost Per 1,000		0.0205	0.0205	0.0144	
Gender Adjustment:		1.1605	1.4017	1.0000	
Males Employees	40%				
Female Employees	60%				
Rider Loadings:					
Accidental Death		1.0000	1.0000	1.0000	
Dismemberment		0.1000	0.1000	0.1000	
Air Bag	5%	0.0115	0.0115	0.0115	
Burial & Cremation	1000	0.0200	0.0200	0.0200	
Common Carrier	50%	0.0500	0.0500	0.0500	
Seatbelt	10%	0.0160	0.0160	0.0160	
Special Education - Children (Option 1)	4%	0.0000	0.0000	0.2202	
Total Loading		1.1975	1.1975	1.4177	
Area Factor:					
New Jersey		0.7590	0.7590	0.7590	
Industry Factor:					
63: Insurance Carriers		0.6100	1.0000	1.0000	
Net Rate		0.0132	0.0262	0.0155	
Expenses:					
Administration	8.0%				
Issuing Fees	5.0%				
Premium Taxes	2.5%				
Overhead	5.0%				
Total	20.5%				
Commissions	15.0%				
Profit & Contingencies	12.5%				
Manual Rate		0.0254	0.0503	0.0299	Per 1,000 Per Employee Per Month
Average Principal Sum	50,000				
Manual Premium		\$ 1.27	\$ 2.52	\$ 1.49	Per Employee Per Month

Family Premium:

	Benefit Level	Rate	
Employee	100%	0.0254	
Spouse	50%	0.0252	
Children	10%	0.0030	
Total Family Rate		0.0535	Per 1,000 Per Employee Per Month
Manual Family Premium		\$ 2.68	Per Employee Per Month

ATTACHMENT 2
Summary of Benefit Options and Premium/Loadings

BENEFIT OPTIONS

		Employee	Spouse	Children
General Rate Per \$1,000 Per Month		0.0205	0.0205	0.0144
Gender Adjustment Ratio's:				
Males	1.88			
Females	0.68			

Benefit Loads

Accidental Death		1.0000	1.0000	1.0000
Dismemberment Benefits		0.1000	0.1000	0.1000

Conditions of Coverage Extended Benefits:

Armed Forces	100% Principal Sum (PS)	0.0984	0.0984	x	
Exposure & Disappearance	100% Principal Sum (PS)	0.0347	0.0347	0.0347	
National Guard Service	100% Principal Sum (PS)	0.0110	0.0110	x	Judgment
Owned Aircraft	100% Principal Sum (PS)	0.0010	0.0010	x	Judgment
Pilot Coverage	100% Principal Sum (PS)	0.0010	0.0010	x	Judgment

Additional Benefits:

Additional Occupational Accident Benefit	On Employer Premises Only 1% PS To \$5,000	0.0019	0.0019	x
	On Employer Premises Or Business Travel 1% PS To \$5,000	0.0027	0.0027	x

ATTACHMENT 2
Summary of Benefit Options and Premium/Loadings

Air Bag	1% PS To \$5,000	0.0023	0.0023	0.0023	
Bereavement & Trauma Counseling	5 sessions at \$5 per session 10 sessions at \$5 per session	0.0005 0.0010	0.0005 0.0010	0.0005 0.0010	
Bomb Scare, Bomb Search or Bomb Explosion	1% PS To \$5,000	0.0002	0.0002	x	Judgment
Bulletproof Vest	1% PS To \$5,000	0.0008	0.0008	x	Judgment
Burial & Cremation	\$1,000	0.0200	0.0200	0.0200	
Business Travel	1% PS To \$5,000	0.0008	0.0008	x	
Child Care Center	\$2,500 Per Year For Maximum 3 Years or To Age 13 \$3,000 Per Year For Maximum 3 Years or To Age 13 \$4,000 Per Year For Maximum 3 Years or To Age 13	x x x	x x x	0.7014 0.8417 1.1223	
Common Carrier	1% PS To \$5,000	0.0010	0.0010	0.0010	

ATTACHMENT 2
Summary of Benefit Options and Premium/Loadings

Emergency Room Benefits	\$100 Per Visit, For Maximum 5 Visits	0.6362	0.6362	1.1693
Escalator (COLA)	3% Simple For Maximum 5 Years 5% Simple For Maximum 5 Years	0.0993 0.1655	x x	x x
Felonious Assault/Violent Crime	1% PS To \$5,000	0.0031	0.0031	0.0031
Occupationally Acquired HIV Infection	1% PS To \$5,000	0.0006	0.0006	x
Home Alteration & Vehicle Modification	1% PS To \$5,000	0.0011	0.0011	x
Hospital Stay Benefit	7-Day Waiting Period: \$100 Per Day For Maximum 30 Days 3-Day Waiting Period: \$100 Per Day For Maximum 30 Days	0.0771 0.1309	0.0771 0.1309	0.0771 0.1309
Private Passenger Benefit	1% PS To \$5,000	0.0032	0.0032	0.0032
Rehabilitation	1% PS To \$5,000	0.0011	0.0011	x

ATTACHMENT 2
Summary of Benefit Options and Premium/Loadings

Seatbelt	1% Ps To \$5,000	0.0016	0.0016	0.0016
Special Education For Each Surviving Dependent Child	Option 1: 1% PS To \$2,000 For Maximum 4 Years	x	x	0.0550
	Option 2: 1% PS To \$3,000 For Maximum 4 Years	x	x	0.1707
Special Education For Surviving Spouse	1% PS To \$2,000 For Maximum 4 Years	x	0.1591	x
Accident Permanent Total Disability 90 - Day Elimination Period	100% Principal Sum	3.3133	x	x
	1% PS for 100 Months	2.8137	x	x
	40% Principal Sum + 1% for 60 Months	3.1244	x	x
Waiver of Premium (WOP) For Disability	12 Months Maximum	0.0200	x	x



February 14, 2013

via SERFF

The Honorable William P. White
Government of the District of Columbia Department of Insurance
Securities and Banking
Actuarial Analysis Division
810 First Street, NE, Suite 701
Washington DC 20002
Attn.: Life and Health Division

Re: Catlin Insurance Company, Inc.
FEIN#: 204929941
NAIC#: 4574 19518

ASSOCIATION FILING

Group Accident Insurance Policy – Form # AHAG 051(DC) 0110
Group Accident Insurance Certificate – Form # AHAG 050(DC) 0110
Group Accident Insurance Enrollment Form – Form # AHAG A01(DC) 0110
Group Application for Group Accident Insurance – Form # AHAG A02(DC) 0110

To Whom it May Concern:

I respectfully submit the filing referenced above on behalf of Catlin Insurance Company, Inc. ("Catlin") for your review and approval prior to use in your state. Westmont Associates, Inc. has been requested to file these forms on behalf of Catlin. Please see the enclosed authorization letter.

The forms listed above were previously approved by your Department on December 21, 2012 under SERFF Tracking # CATL-128800724. The corresponding rate filing was previously approved by your Department on **December 21, 2012** under SERFF Tracking # **CATL-128800723**.

Upon approval from your Department, Catlin intends to issue the subject policy to National Association of Consumer Direct (NACD), a Illinois domiciled association. Please find information pertaining to the Association and its operations.

The National Association of Consumer Direct was established in 2001 and is located at 208 S. LaSalle Street, Chicago, IL 60604. You can visit their website at www.nacdbenefits.com.

Catlin Insurance Company, Inc. requires disclosure of premium separate from other association membership dues, fees or other benefits.

Association membership dues and premiums are collected by the Association directly from its members through back draft or credit card authorization on the member's preferred draft/charge date.

The purpose of this Association is educational. The Association was formed to provide education resources and access to affordable consumer benefits and services.

The insured cannot negotiate any policy forms, certificates and/or riders. Nothing is included in the policy that has not been previously approved by your state.

Applicants can apply and enroll in the Association's insurance products either initially or after enrolling in the Association.

I thank you in advance for the time spent on this filing and trust that you will find everything in order. Please do not hesitate to contact me directly at 856-216-0220, x 211 or at carolyn@westmontlaw.com if you have any questions or require additional information.

Respectfully,

Carolyn Smart

Carolyn Smart



1330 Post Oak Boulevard
Suite 2325
Houston, TX 77056

February 13, 2013

Catlin Insurance Company, Inc.
FEIN#: 204929941
NAIC#: 4574 19518

Letter of Authorization
Filing of Forms, Rates and Rules

Dear Sir or Madame:

In accordance with the applicable statutes and regulations in your state, Darcy Lebau and Westmont Associates are hereby authorized to file form and rate filings on behalf of Catlin Insurance Company, Inc.

Very truly yours,

A handwritten signature in black ink, appearing to read "Bob Eells".

Bob Eells
Director – Regulatory Development

AMENDED BY-LAWS OF
NATIONAL ASSOCIATION OF CONSUMERS DIRECT

ARTICLE I
PURPOSES

The purpose of the NATIONAL ASSOCIATION OF CONSUMERS DIRECT (the “Association”) shall be: “educational” as stated in the Certificate of Incorporation, as well as any powers as are now or may hereafter be granted by the General Not-For-Profit Law of the State of Illinois. The purpose of the association shall be further stated as providing consumer-related educational resources and access to affordable consumer benefits, products and services by leveraging the Association’s group purchasing power.

The term ‘consumer-related educational resources’ may include, but not be limited to, periodic hard copy or electronic newsletters providing consumer spending news, recall and scam alerts, and information on controlling personal finances. The term ‘affordable consumer benefits, products and services’ may include, but not be limited to, insured programs, identity theft assistance services, travel assistance services, roadside assistance services, and Association-negotiated discounts on lifestyle services.

ARTICLE II
OFFICES

The Association shall have and continuously maintain in this state a registered office and a registered agent, and the registered office of the association shall be identical with that of its registered agent. The Association may have other offices within or without the State of Illinois as the Board of Directors may from time to time determine.

ARTICLE III
MEMBERS

Section 1. Classes of Members. The Association shall have two (2) classes of members. The designation of such classes and qualifications of the members of such classes shall be as follows:

1. Individual membership: The individual is entitled to participate in membership programs offered by the Association.
2. Family membership: The member and his or her spouse and dependent children are entitled to participate in membership programs offered by the Association. The term spouse shall be defined as the primary member’s legal spouse and domestic partners where a domestic partnership is authorized by law.

The Board of Directors may, by Board Resolution, create sub-classes of membership with participation restrictions based upon individual or family membership option limits, working status or age.

Section 2. Voting Rights. Each member of classes 1 and 2 shall be entitled to one vote on each matter submitted to a vote of the members by the Board of Directors. Voting may be in person or by proxy; provided that no proxy may be used for voting purposes unless the original of the proxy is filed with the Secretary of the Association at least seven (7) days before the meeting at which it is to be used.

Section 3. Termination of Membership. Any member who shall be in default in the payment of dues for the period fixed in Article XI of the By-Laws is automatically ineligible for membership and loses all privileges and rights of the Association, subject to the discretion of the Board of Directors to extend such time period for the payment of dues.

Section 4. Resignation. Any member may resign by filing a written resignation with the Secretary, but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the Association.

Section 5. Reinstatement. Upon written reapplication a former member may be reinstated to membership in the Association.

Section 6. Transfer of Membership. Membership in the Association is not transferable or assignable.

ARTICLE IV **MEETINGS OF MEMBERS**

Section 1. Annual Meeting. An annual meeting of the members of the Association shall be held for the purpose of electing Directors and the transaction of any other business as may come before the meeting. The date of the annual meeting shall be determined by the Board of Directors.

Section 2. Special Meeting. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by law, may be called by the President and shall be called by the Secretary at the direction of a majority of the Board of Directors, or at the request in writing of members representing at least one hundred (100) votes entitled to be cast at such meeting.

Section 3. Place of Meeting. The Board of Directors may designate any place within or without the State of Illinois as the place of meeting for any annual meeting. The President or the Board of Directors may designate any place within or without the State of Illinois as the place of the meeting for any special meeting. If no designation is made, the place of meeting shall be the registered office of the Association.

Section 4. Notice of Meetings. Written or printed notice stating the place, day and hour of any regular or special meeting of the Association members shall be delivered, either personally or

by mail, to each member, not less than seven (7) or more than forty (40) days before the date of such meeting, by or at the direction of the President, or Secretary, or the Board of Directors or person calling the meeting. In the case of special meetings, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of meeting shall be deemed delivered when deposited in the United States mail addressed to the member at this address as it appears on the records of the Association, with postage thereon paid. Notice of meetings may be included in any publication that is distributed to the member.

Section 5. Quorum. There shall be no minimum number of members necessary to be present at any regular meeting or special meeting, in order to constitute a quorum. Those members present shall therefore constitute a quorum.

Section 6. Manner of Acting. The act of a majority of the members present at any regular or special meeting shall constitute the act of the members.

Section 7. Informal Action by Members. Upon approval by the directors, any action required to be taken at a meeting of the members of the Association or any other action which may be taken at a meeting, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by a majority of the members with respect to the subject matter thereof.

Section 8. Parliamentary Procedures. Parliamentary Procedure for all meetings of members, directors, and committees shall be conducted in accordance with the latest revised edition of Robert's Rules of Order, unless otherwise inconsistent with these By-Laws.

Section 9. Voting. At all meetings of the members, each member of records shall be entitled to one (1) vote. A vote may be cast either orally or in writing in person or by proxy. A "member of record" is a person who is a member in good standing of the Association as of the close of business on a date, selected by the Board of Directors, not less than forty (40) days nor more than fifty (50) days before the date of the meeting (the "record date"). When a quorum is present at any meeting, the vote of the holders of a majority of members present shall decide any questions brought before such meeting, unless the questions are ones upon which, by express provision of law or of the Association's Articles of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. Matters Reserved to Membership Vote. The following matters shall be authorized only upon a vote "thereon" by the members at a meeting called to consider such matter:

1. An amendment to the Association's Articles of Incorporation;
2. The election of the Board of Directors; and
3. Any other matter which the Board of Directors, in their sole discretion, by resolution shall commit to a vote of the members.

ARTICLE V

BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications. The number of directors shall be no fewer than three (3) and no more than twenty-five (25) and may be changed from time to time by resolution of the Board of Directors. The Board of Directors shall appoint a committee to nominate successor directors. The directors shall be elected at an annual meeting of the members, except as provided in Section 8 of this Article, and each director elected shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. Directors shall be residents of the United States of America and be members of the Association.

Section 3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held each year immediately after the annual meeting of the members of the Association for the purpose of electing officers and for the transaction of such other business as may come before the meeting. The regular annual meeting of directors shall be held without other notice than these By-Laws. The Board of Directors may provide by resolution the time and place, within or without the State of Illinois for the holding of additional regular meetings of the Board of Directors.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. All special meetings shall be held at the registered office of the Association unless otherwise agreed upon by a majority of the Board of Directors in attendance at the meeting.

Section 5. Notice. Notice of any special meeting of the Board of Directors and the business to be transacted shall be given at least five (5) days previously thereto by written notice delivered personally or sent by mail to each director at his address shown on the records of the Association. If notice be given by mail, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The purpose of any special meeting of the Board of Directors shall be specified in the notice of such meeting.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or these By-Laws.

Section 8. Vacancies. Vacancies created by the death, resignation, or removal of a director may be filled by a majority vote of the directors then in office though less than a quorum, and each director so chosen shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. A director may be removed at any time, with or without cause,

by a vote of a majority of the remaining directors. If there are not directors in office, then an election of directors may be held in the manner provided by law. Newly created directorships shall be filled by election at an annual meeting or special meeting called for that purpose.

Section 9. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor upon approval by the Board.

Section 10. Telephonic Participation in Meeting. The members of the Board of Directors, or of any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 11. Action by Written Consent. Any action which is required to be or may be taken at a meeting of the directors, or of any committee of the directors, may be taken without a meeting if consents in writing, setting forth the action so taken are signed by all of the members of the Board of Directors or of the committee as the case may be. The consents shall have the same force and effect as a unanimous vote at a meeting duly held. The Secretary shall file the consents with the minutes of the meetings of the Board of Directors or of the committee as the case may be.

ARTICLE VI

OFFICERS

Section 1. Officers. The Officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Treasurer, a Secretary or combination thereof, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint 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 the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new officers created and filled at any meeting of the Board of Directors. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any Officer or Agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President of the Association shall be the principal executive officer of the Association. He shall supervise and conduct the affairs of the Association in such manner as will best accomplish the purposes set forth in the Articles of Incorporation of the Association. He shall preside at all meetings of the Association members and the Board of Directors.

Section 6. Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The 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.

Section 7. Treasurer. The Treasurer or Assistant Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies received by the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VIII of these By-Laws.

Section 8. Secretary. The Secretary or Assistant Secretary of the Association shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see 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 Association; see that the seal of the Association, if any, is affixed to all documents, the execution of which on behalf of the Association under its seal, if any, is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office 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.

ARTICLE VII **COMMITTEES**

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by the majority of the directors in office, may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law. The President shall be an ex-officio member of all committees of directors.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association will be served by such removal. One member of each committee shall be a director.

Section 3 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.

Section 4. Quorum. Unless provided in the resolution of the Board of Directors designating a committee, a majority of the whole 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.

Section 5. Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

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

Section 1. Contracts. The Board of Directors may authorize the officers or agents of the Association to enter into contracts or to execute and deliver documents in the name of and on behalf of the Association. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the Board of Directors to be appropriate, including the contracting with a third party for any or all administrative and other services and functions necessary for the Association to achieve its purpose.

Section 2. Checks, Drafts, Etc. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by the resolution of the Board of Directors. In the absence of such

determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice President of the Association.

Section 3. Deposits. All funds coming into possession of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Association any contributions, gifts, bequests, or device for the general purpose or for any special purpose of the Association.

Section 5. Loans. The Association may, upon authorization of the Board of Directors, from time to time accept or negotiate loans of financial assistance to be repaid at such time as the Association is reasonably able to repay.

ARTICLE IX

CERTIFICATES OF MEMBERSHIP

Section 1. Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and shall be sealed with the seal of the Association, if any. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine.

Section 2. Issuance of Certificates. When a member has applied for and is eligible for membership and has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued and delivered to him by the Secretary, if the Board of Directors shall have provided for the issuance of certificates of membership under the provisions of Section 1 of this article.

ARTICLE X

BOOKS AND RECORDS

The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney for any purpose at any reasonable time.

ARTICLE XI

DUES AND INITIATION FEE

Section 1. Dues. The Board of Directors may determine from time to time the amount of dues payable to the Association by members of each class or sub-class, as applicable.

Section 2. Payment of Dues. Dues shall be payable in advance of the date of membership.

Section 3. Default and Termination of Membership. When any member of any class or sub-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, such member shall be automatically dropped from membership unless the Board of Directors, in its discretion, extends the time for payment of dues.

Section 4. Initiation Fee. Each member may be required to pay, in addition to applicable dues, the amount of any initiation fee designated by the Board of Directors as a prerequisite to membership. The Board of Directors may provide that the initiation fee is waived for members who are part of a group where the sponsor pays a stated initiation fee on behalf of all group members.

ARTICLE XII **FISCAL YEAR**

The fiscal year of the Association shall begin the first day of January and end on the last day of December in each year.

ARTICLE XIII **SEAL**

The Board of Directors may provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal".

ARTICLE XIV **WAIVER OF NOTICE**

Whenever any notice is required to be given under the provisions of the General Not-For-Profit Corporation Law of Illinois under the provisions of the Articles of Incorporation or the By-Laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XV **AMENDMENT OF BY-LAWS**

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a two-thirds (2/3) majority of the directors present at any regular meeting or any special meeting,

provided that at least seven (7) days' written notice is given of intention to alter, amend or repeal or to adopt new By-Laws at such meeting.

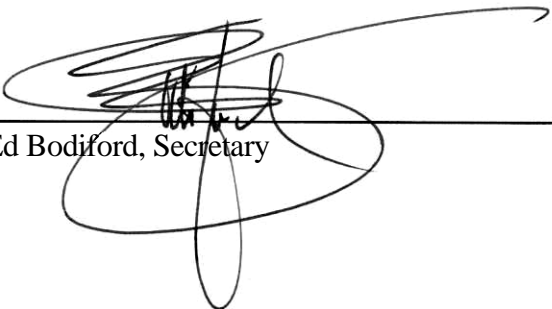
ARTICLE XVI **INDEMNIFICATION**

The Association shall provide for indemnification by the Association of any and all of its directors or officers or former directors or officers against expenses actually and necessarily incurred by them in connection with the defense of any action, suit, or proceeding, in which they or any of them are made parties, or a party, by reason of having been directors or officers of the Association, except in relation to matters as to which such director or officer or former director or officer shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability for gross negligence or misconduct.

ARTICLE XVII **DISSOLUTION**

The Association shall use its funds only to accomplish the objectives and purposes specified in these By-Laws, and no part of said funds shall inure, or be distributed, to the members of the Association. On dissolution of the Association any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the Board of Directors.

Adopted this 28th day of April, 2009 by unanimous consent of the Board of Directors of National Association of Consumers Direct at a special meeting of the Board of Directors.



Ed Bodiford, Secretary

http://www.sos.state.il.us

FILED

SUBMIT IN DUPLICATE

MAR 01 2001

JESSE WHITE
SECRETARY OF STATE

Payment must be made by certified check,
cashier's check, Illinois attorney's check, Illinois
C.P.A.'s check or money order, payable to "Sec-
retary of State."

DO NOT SEND CASH!

Date 3-1-01

Filing Fee \$50

Approved *Bo*

TO: JESSE WHITE, Secretary of State

Pursuant to the provisions of "The General Not For Profit Corporation Act of 1986," the undersigned incorporator(s) hereby adopt the following Articles of Incorporation.

Article 1. The name of the corporation is: National Internet Consumers Association

Article 2. The name and address of the initial registered agent and registered office are:

Registered Agent CT CORPORATION SYSTEM
First Name Middle Name Last Name
Registered Office 208 S. LA SALLE
Number Street (Do not use P.O. Box)
CHICAGO IL 60604 COOK
City ZIP Code County

Article 3. The first Board of Directors shall be 3 in number, their names and residential addresses being as follows: (Not less than three)

Director's Names	Number	Street	Address City	State
Gary Johnston	2544	Christopher Oaks Ct.	St. Louis, MO	63129
Karen Boeker	13	Bordeaux Place	Lake St. Louis, MO	63367
Tracy MacIntosh	2720	Sunny Meadows Dr.	St. Charles, MO	63303

Article 4. The purposes for which the corporation is organized are:

Educational

Is this corporation a Condominium Association as established under the Condominium Property Act?
☐ Yes ☒ No (Check one)

Is this corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954? ☐ Yes ☒ No (Check one)

Is this a Homeowner's Association which administers a common-interest community as defined in subsection (c) of Section 9-102 of the code of Civil Procedure? ☐ Yes ☒ No

Article 5. Other provisions (please use separate page):

NAMES & ADDRESSES OF INCORPORATORS

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated January, 2001
(Month & Day) (Year)

SIGNATURES AND NAMES

1. [Signature]
Signature _____
Name (please print) Gary Johnston

2. [Signature]
Signature _____
Name (please print) Karen Boeker

3. _____
Signature _____
Name (please print) _____

4. _____
Signature _____
Name (please print) _____

5. _____
Signature _____
Name (please print) _____

POST OFFICE ADDRESS

1. 2544 Christopher Oaks Ct.
Street _____
St. Louis, MO 63129
City/Town _____ State _____ ZIP _____

2. 13 Bordeaux Place
Street _____
Lake St. Louis, MO 63367
City/Town _____ State _____ ZIP _____

3. _____
Street _____
City/Town _____ State _____ ZIP _____

4. _____
Street _____
City/Town _____ State _____ ZIP _____

5. _____
Street _____
City/Town _____ State _____ ZIP _____

(Signatures must be in **BLACK INK** on original document. Carbon copied, photocopied or rubber stamped signatures may only be used on the true copy.)

- If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its President or Vice-President and verified by him, and attested by its Secretary or an Assistant Secretary.
- The registered agent cannot be the corporation itself.
- The registered agent may be an individual, resident in this State, or a domestic or foreign corporation, authorized to act as a registered agent.
- The registered office may be, but need not be, the same as its principal office.
- A corporation which is to function as a club, as defined in Section 1-3.24 of the "Liquor Control Act" of 1934, must insert in its purpose clause a statement that it will comply with the State and local laws and ordinances relating to alcoholic liquors.

FOR INSERTS - USE WHITE PAPER - SIZE 8 1/2 x 11

File No. _____

FORM NFP-102.10

ARTICLES OF INCORPORATION

under the

GENERAL NOT FOR PROFIT

CORPORATION ACT

of

SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
SPRINGFIELD, ILLINOIS 62756
TELEPHONE (217) 782-9522
782-9523

(These Articles Must Be Executed and Filed
in Duplicate)

Filing Fee \$50

C-157.11

JESSE WHITE
Secretary of State
State of Illinois

File # N6152.376.6

Submit in Duplicate
Remit payment in check or money
order, payable to "Secretary of
State."

ARTICLES OF AMENDMENT
under the
GENERAL NOT FOR PROFIT
CORPORATION ACT

This Space For Use By Secretary of State	
Date	<u>5/2/03</u>
Filing Fee	\$25.00
Approved	<u>He</u>

DO NOT SEND CASH!

Pursuant to the provisions of "The General Not For Profit Corporation Act of 1986," the undersigned corporation hereby adopts these Articles of Amendment to its Articles of Incorporation.

ARTICLE ONE The name of the corporation is National Internet
Consumers Association (Note 1)

ARTICLE TWO The following amendment to the Articles of Incorporation was adopted on 4-21,
2003 in the manner indicated below ("X" one box only.) (Month & Day)
(Year)

- ☒ By the affirmative vote of a majority of the directors in office, at a meeting of the board of directors, in accordance with Section 110.15. (Note 2)
- ☐ By written consent, signed by all the directors in office, in compliance with Sections 110.15 and 108.45 of this Act. (Note 3)
- ☐ By the members at a meeting of members entitled to vote by the affirmative vote of the members having not less than the minimum number of votes necessary to adopt such amendment, as provided by this Act, the articles of incorporation or the bylaws, in accordance with Section 110.20. (Note 4)
- ☐ By written consent signed by members entitled to vote having not less than the minimum number of votes necessary to adopt such amendment, as provided by this Act, the articles of incorporation, or the bylaws, in compliance with Sections 107.10 and 110.20 of this Act. (Note 5)

(INSERT RESOLUTION)

BE IT HEREBY RESOLVED, the name of the corporation shall be changed to read: "National Association of Consumers Direct" and the Articles of Incorporation shall be amended at Article One (1) to reflect the change of name.

(If space is insufficient, attach additional pages size 8 1/2 x 11)

The undersigned corporation has caused these articles to be signed by its duly authorized officers, each of whom affirm, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK**.)

Dated April 22, 2003 National Internet Consumers Association
(Month & Day) (Year) (Exact Name of Corporation)
attested by [Signature] by [Signature]
(Signature of Secretary or Assistant Secretary) (Signature of President or Vice President)
Karen Becker, Secretary Monica Roy, President
(Type or Print Name and Title) (Type or Print Name and Title)

NOTES AND INSTRUCTIONS

- NOTE 1:** State the true exact corporate name as it appears on the records of the Office of the Secretary of State, **BEFORE** any amendments herein reported.
- NOTE 2:** Directors may adopt amendments without member approval only when the corporation has no members, or no members entitled to vote.
- NOTE 3:** Director approval may be (1) by vote at a director's meeting (*either annual or special*) or (2) consent, in writing, without a meeting.
- NOTE 4:** All amendments not adopted under Sec. 110.15 require (1) that the board of directors adopt a resolution setting forth the proposed amendment and (2) that the members approve the amendment.

Member approval may be (1) by vote at a members meeting (*either annual or special*) or (2) by consent, in writing, without a meeting.

To be adopted, the amendment must receive the affirmative vote or consent of the holders of at least 2/3 of the outstanding members entitled to vote on the amendment, (*but if class voting applies, then also at least a 2/3 vote within each class is required*).

The articles of incorporation may supersede the 2/3 vote requirement by specifying any smaller or larger vote requirement not less than a majority of the outstanding votes of such members entitled to vote and not less than a majority within each when class voting applies. (Sec. 110.20)

- NOTE 5:** When a member approval is by written consent, all members must be given notice of the proposed amendment at least 5 days before the consent is signed. If the amendment is adopted, members who have not signed the consent must be promptly notified of the passage of the amendment. (Sec. 107.10 & 110.20)

FORM NFP-110.30

File No.

ARTICLES OF AMENDMENT
under the
GENERAL NOT FOR PROFIT
CORPORATION ACT

Filing Fee \$25

FILED

MAY 2 - 2003

JESSE WHITE
SECRETARY OF STATE

RETURN TO:

Department of Business Services
Secretary of State
Springfield, Illinois 62756
Telephone (217) 782-1832
<http://www.sos.state.il.us>

C-130.10