

## CONSTITUTION

### Index

<b>Article 1</b>	<b>Name</b>
<b>Article 2</b>	<b>Objective</b>
<b>Article 3</b>	<b>Membership</b>
<b>Article 4</b>	<b>Termination of Membership</b>
<b>Article 5</b>	<b>Executive Council</b>
<b>Article 6</b>	<b>Meetings</b>
<b>Article 7</b>	<b>Powers and Duties of the Executive Council</b>
<b>Article 8</b>	<b>Contracts</b>
<b>Article 9</b>	<b>Amendments</b>
<b>Article 10</b>	<b>Indemnification of Executive Council Members</b>
<b>Article 11</b>	<b>Dissolution</b>

#### Article 1 – Name

The organization shall be called the *Canadian Institute of Underwriters*, hereafter referred to as the CIU.

#### Article 2 – Objective

The CIU shall encourage and develop among its members a thorough knowledge of underwriting mortality and morbidity of insurance by means of:

- The organization and direction of an Annual General Meeting which addresses the major areas of risk selection within the life, health and living benefits insurance industry and encourages the exchange of views and opinions among its members.
- Acting as a liaison with the CLHIA, Academy of Life Underwriting and the Association of Home Office Underwriters as well as other major underwriting Associations.
- The promotion of interest in educational seminars, special projects and studies to enhance the standards of underwriting within the life, health and living benefits insurance industry.

The CIU shall exercise leadership in underwriting practices and protocol by addressing relevant issues whether they arise in the media, the government, or other industry associations or groups.

All ideas, opinions and suggestions shall be those of the individual members and no action shall be taken or recommendations made by the CIU that will in any way be binding on a member of his/her company. The CIU does not intend to formulate or recommend underwriting procedures or practices for any member or company.

### **Article 3 – Membership**

The membership of the CIU shall consist of individual underwriters and other persons associated with the selection of individual life, health and/or living benefits risks for insurance companies and shall be composed of the following classes.

**Full Member** - will be granted to those individuals who have attained their FALU. (Fellow of the Academy of Life Underwriting) and/or were granted full membership status on the basis of the criteria in effect prior to the amendment of 1996.

The renewal of full membership will be based on the incumbent's completion of 15 hours of Continuing Education (CE) per year. Anyone failing to satisfy the CE requirement will become an Associate Member.

**Associate Member** - will be granted to all individuals who do not qualify for full membership status.

**Honorary Member** - shall be granted to all Past Chairs of the CIU/CHOLUA and on a discretionary basis, as approved by the Executive Council, to those individuals who have provided meritorious support for the CIU. Honorary members are exempt from the continuing education requirements.

Note: Here after Full/Associate/Honorary Membership will be referred to as Members in this document.

### **Article 4 - Termination of Membership**

Membership in the CIU shall be terminated:

- By a member giving written notice to an Executive Council member of his/her intention to resign either directly or indirectly through the CIU's Professional Administrator.
- Upon the non-payment of any dues owing by the member.
- Upon a majority resolution of the Executive Council where it has been determined that in their opinion the conduct of a member is not compatible with the Code of Conduct and objectives of the CIU.

### **Article 5 - Executive Council**

The Officers & Executive Committee Members shall be elected in an electronic ballot process before the Annual General Meeting by a majority vote (over 50%) of the CIU members participating in the process. They are referred to as the Executive Council and their elections shall be staggered so that no more than half the positions are elected in any one-year. To be eligible to serve as Chair or Vice Chair the nominee must be a member in good standing and have had during his/her career direct experience as an underwriter in the classification of mortality or morbidity risks.

The Executive Council of the CIU shall be as follows:

- 1) Vice Chair (1<sup>st</sup> of 3 year commitment)
- 2) Chair (2<sup>nd</sup> of 3 year commitment)
- 3) Past Chair (3<sup>rd</sup> of 3 year commitment)
- 4) Assistant Treasurer (1<sup>st</sup> of 3 year commitment)
- 5) Treasurer (2<sup>nd</sup> and 3<sup>rd</sup> of 3 year commitment)
- 6) Secretary (2 year commitment)
- 7) Conference Director (2 year commitment)
- 8) Technical Director (3 year commitment)
- 9) Assistant Program Director (1<sup>st</sup> of 2 Year commitment)

- 10) Program Director (2<sup>nd</sup> of 2 year commitment)
- 11) 1-4 Executive Members (1-2 year commitment)

An Executive Council member who is derelict in the performance of his/her duties may be impeached and removed from office subject to a majority vote of the Executive Council and by written notice from the Chair. In the event the Chair is to be removed from office such notice shall be written by the Past Chair.

Candidates for Executive Council positions shall be solicited from the membership and the final slate of candidates shall be identified by the Nominating Committee no later than 60 days prior to the Annual General Meeting. The slate of candidates shall be presented for an electronic vote no later than 60 days prior to the Annual General Meeting. The newly elected Executive Council will be introduced at the Annual General Meeting.

In the event an Executive Council member resigns or is removed from office during the year then the following action shall be taken to fill the vacancy for the balance of the year.

<b>Office Vacancy</b>	<b>Filled By</b>
Chair	Vice Chair
Vice Chair	Past Chair

For other positions, the Executive Council may elect by majority vote a CIU member to serve the balance of the Executive Council member's term.

#### **Article 6 - Meetings**

- The meetings of the CIU shall be held on such day, time and place as shall be decided by the Executive Council. The Annual General Meeting of the CIU shall be held in June, or such other month as determined at the discretion of the Executive Council, and shall not conflict with any major national or religious days of special observance.
- Special meetings of the CIU shall be called at the discretion of the Executive Council or upon written or electronic request of not less than 20% of members and may be held either in person or via the internet.
- Notice shall be given to members no less than 30 days before each meeting.
- Non-members of life, health and living benefits insurance companies or other organizations may attend and participate in the discussion at the Annual General Meeting.
- The presence of over 50% of members of the CIU that are registered attendees of any duly called meeting shall constitute a quorum.
- Voting
  - Every member is entitled to one vote.
  - At any meeting of the Executive Council, every motion shall be decided on a show of hands or by any other procedure acceptable to those attending the meeting by the majority of votes cast on the question. In the case of an equal number of votes, the Chair shall be entitled to cast a second tie-breaking vote.
  - Any action required or permitted to be taken by the members at a meeting may be taken without a meeting if consent in writing, setting forth the action so taken is signed by a majority of the members entitled to vote.

#### **Article 7 - Powers and Duties of the Executive Council**

The Executive Council shall be the governing body of the CIU and shall direct and control its activities.

- The Executive Council shall have the powers and duties conferred by the Articles of this Constitution to fulfill the objectives of the CIU.

In addition, it shall:

- Each year, prepare a report on the activities of the CIU covering the prior year and make this report together with a financial statement prepared by the Treasurer and approved by an outside auditor appointed by the CIU Executive Council available to all members.
- Publish such papers or other materials as deemed desirable.
- The Executive Council shall meet at the call of the Chair or on request in writing to the Secretary by not less than five members of the Executive Council. The Executive Council shall regulate its meetings and maintain minutes of same.
- Fifty percent of the voting Executive Council plus one shall constitute a quorum.
- There shall be no less than two meetings of the Executive Council each year.
- The funds of the CIU may be invested in such securities as recommended by the Treasurer and approved and directed by a majority vote of Executive Council. The Executive Council may realize or vary such securities as deemed necessary.
- The Executive Council at their discretion and by majority vote can approve a contract with a Professional Administrator to assist in handling the ongoing administrative processes.
- Any action required or permitted to be taken by the Executive Council at a meeting may be taken without a meeting if consent in writing, setting forth the action so taken, is signed by a majority of the Executive Council members.

#### **Article 8 - Contracts**

The Executive Council may authorize any executive council member to enter into any contract in the name and on behalf of the CIU subject to the guidelines set out in the CIU's Financial Policy.

#### **Article 9 - Amendments**

The Executive Council may propose an amendment to this Constitution (in writing) at any Annual General or Special Meeting, or by special electronic ballot, provided written notice of the proposed amendment has been given. Any such amendment may be adopted in original or modified form by the affirmative vote of over 50% of members attending the meeting at which a quorum is present or participating in the electronic balloting.

#### **Article 10 - Indemnification of Executive Council Members**

- Every Executive Council member and his/her executors and administrators and estate and effects shall at all times be indemnified and saved harmless out of the funds of CIU, from and against:
  - All liability and all costs, charges or expenses whatsoever that such Council member sustains or incurs in or about any action, suit or proceeding that is proposed, commenced or prosecuted against him/her, for or in respect of any act, deed, matter or thing about the execution of the duties of his/her office except such liability and such costs, charges and expenses as are occasioned by his/her willful neglect or default, and
  - All other approved costs, charges or expenses that he/she sustains or incurs in or about or in relation to the affairs of the CIU.

#### **Article 11 - Dissolution**

- Any proposal for the dissolution, merger or incorporation of the CIU shall be presented at a duly called Annual General or Special Meeting called for such purpose, provided written notice of the proposal has been given in the notice of meeting at least 30 days prior to such meeting. Any such proposal may be adopted in its original form or in modified form by the affirmative vote of two-thirds of the members attending the meeting.

- If this Association is dissolved, all of its remaining assets shall be transferred to an organization which is organized and operated for the purpose of promoting the interests of life, health and/or living benefits insurance and which, at the time of such transfer, is exempt from taxation.