

SERFF Tracking Number: CCGH-125707423 State: Arkansas
 Filing Company: Connecticut General Life Insurance Company State Tracking Number: 39410
 Company Tracking Number:
 TOI: H15I Individual Health - Sub-TOI: H15I.001 Health - Hospital/Surgical/Medical
 Hospital/Surgical/Medical Expense Expense
 Product Name: Excess Loss
 Project Name/Number: 2008 GW Excess Loss Look-Alike/

Filing at a Glance

Company: Connecticut General Life Insurance Company

Product Name: Excess Loss

SERFF Tr Num: CCGH-125707423 State: ArkansasLH

TOI: H15I Individual Health -

SERFF Status: Closed

State Tr Num: 39410

Hospital/Surgical/Medical Expense

Sub-TOI: H15I.001 Health -

Co Tr Num:

State Status: Approved-Closed

Hospital/Surgical/Medical Expense

Filing Type: Form

Co Status:

Reviewer(s): Rosalind Minor

Author: Melissa Pine

Disposition Date: 07/07/2008

Date Submitted: 06/25/2008

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: 2008 GW Excess Loss Look-Alike

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode:

Domicile Status Comments: Filing simultaneously

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Employer

Filing Status Changed: 07/07/2008

State Status Changed: 07/07/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Connecticut General Life Insurance Company acquired Great-West Healthcare, the Healthcare division of Great-West Life & Annuity Insurance Company, on April 1, 2008. Under the terms of the purchase agreement, Connecticut General reinsures the existing Great-West insurance policies and is required to migrate all existing Great-West insurance policyholders to Connecticut General insurance policies. To retain the existing Great-West's former Excess Loss

SERFF Tracking Number: CCGH-125707423 State: Arkansas
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policyholders, Connecticut General would like to be able to offer them Excess Loss insurance policies that duplicate their existing Great-West Excess Loss policies. Accordingly, we are submitting for your approval Connecticut General Excess Loss insurance policy forms that duplicate the Great-West Excess Loss policy forms previously approved by your office..

For your convenience, we have included a listing of the approved Great-West policy forms. It includes the Form Number, Form Type, Approval Date and State/SERFF Filing Identifier (when available).

Company and Contact

Filing Contact Information

Melissa Pine, Compliance Sr. Associate Melissa.Pine@CIGNA.com
 900 Cottage Grove Road (860) 226-7574 [Phone]
 Hartford, CT 06152 (860) 226-5400[FAX]

Filing Company Information

Connecticut General Life Insurance Company CoCode: 62308 State of Domicile: Connecticut
 900 Cottage Grove Road Group Code: 901 Company Type:
 Hartford, CT 06152 Group Name: State ID Number:
 (860) 226-5209 ext. [Phone] FEIN Number: 06-0303370

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Connecticut General Life Insurance Company	\$50.00	06/25/2008	21090906

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	07/07/2008	07/07/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	07/01/2008	07/01/2008	Melissa Pine	07/07/2008	07/07/2008

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Disposition

Disposition Date: 07/07/2008

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	No
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Form	Excess Loss Policy	Approved-Closed	Yes
Form	Excess Loss Application	Withdrawn	Yes
Form	Excess Loss Disclosure	Approved-Closed	Yes
Form	Application	Approved-Closed	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 07/01/2008
Submitted Date 07/01/2008

Respond By Date

Dear Melissa Pine,

This will acknowledge receipt of the captioned filing.

Objection 1

- Excess Loss Application (Form)

Comment: The application must contain NOTICE language as outlined under our Bulletin 6-2008.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

Response Letter

Response Letter Status Submitted to State
Response Letter Date 07/07/2008
Submitted Date 07/07/2008

Dear Rosalind Minor,

Comments:

Response 1

Comments: Thank you for the opportunity to revise this filing.

Melissa

Related Objection 1

Applies To:

- Excess Loss Application (Form)

Comment:

The application must contain NOTICE language as outlined under our Bulletin 6-2008.

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Form Schedule

Lead Form Number: NEL-CP1(04-00)

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	NEL-CP1(04-00)	Policy/Cont	Excess Loss Policy ract/Fraternal Certificate	Initial		45	Policy608GEN.pdf
Approved-Closed	NEL-DS(02-06)	Other	Excess Loss Disclosure	Initial		50	Disc608GEN.pdf
Approved-Closed	NEL-AP1(02-06)	Other	Application	Initial		49	App608ARK.doc

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

900 Cottage Grove Road
Hartford, Connecticut 06152

EXCESS LOSS INSURANCE POLICY®

Connecticut General Life Insurance Company ("Company") issues this Excess Loss Insurance Policy number [enter policy control number] to [enter the legal name of the Policyholder] ("Policyholder" and/or "You") and thereby agrees to pay the benefits to the Policyholder, pursuant to provisions and conditions of the Excess Loss Insurance Policy contained and specified herein, upon receipt of satisfactory proof of loss.

[The consideration for coverage under this Policy is the Policyholder's application and payment of the required premium as it becomes due.]

[This Policy is issued to replace [enter the titles of the replaced Contracts, Agreements, or Policies, and their Control number if relevant] previously issued by the Company to the Policyholder, and is considered to be a continuation of such [Contracts] [Agreements] [Policies].

[The consideration for coverage under this Policy is the Policyholder's [application] [application previously submitted for] [act of entering into (use if no previous application is on file)] [the replaced [Contracts] [Agreements] [Policies] and payment of the required premium as it becomes due.]

The effective date of this Policy is [applicable effective date]. All Policy and Agreement periods begin and end at 12:01 a.m. standard time at the Company's [Executive Office] [Administrative Office] [St. Louis, Missouri Regional Operations Center Office].

This Policy is delivered in the State of [state of issue] and is governed by its laws.

The provisions and conditions of the pages and Riders, if any, that follow will form a part of this Policy as fully as if recorded in detail above the signature placed on this Policy's cover page.

The Company has executed this Policy at its [Executive Office] [Administrative Office] [St. Louis, Missouri Regional Operations Center Office] on [date signed/executed by a Company representative].

[President] [and]
[Chief Executive Officer]
(representative sample - use applicable title)

[Assistant Group Secretary]
(representative sample - use applicable title)

Resident Agent (if required)

Excess Loss Insurance Policy
(Non-Dividend Participation)

NEL-CP1(04-00)

**Excess Loss Insurance Policy
(Non-Dividend Participation)**

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ARTICLE [I.] SCHEDULE OF EXCESS LOSS INSURANCE

This Schedule is applicable only to the Excess Loss Insurance Policy issued to the Policyholder whose name is shown on the Policy's Cover Page.

Each category, coverage basis, and optional feature of Excess Loss Insurance described herein and in each of any attached Riders (hereafter, collectively referred to as "Categorized Coverage") applies to the Policyholder only when the appropriate selection of such Categorized Coverage is indicated by the Company in the appropriate space provided. [The data in this Schedule is applicable only to the First Policy Term (commencing on the Effective Date through the Expiration Date of the Policy). This Excess Loss Insurance Policy automatically terminates on its Expiration Date unless it is renewed pursuant to provisions of Article [VIII], Section A "Renewal," contained herein.]

A. Policyholder's and Plan's Information, Policy's Important Dates and Coverage Periods

Full Legal Name of Policyholder: *(insert legal name of Policyholder here)*

Policyholder's Address: *(insert Policyholder address here)*

[Full Legal Names of Associated Companies included, if any:
(insert legal names of associated companies here)]

[Associated Companies must be part of a common control group as described in Internal Revenue Code §414(c) and the regulations thereunder. Generally, this means that in a parent subsidiary relationship, the parent must own 80% or more of the subsidiary. In a brother-sister relationship, the same 5 or fewer people must own at least 80% or more of each company and when considering the smallest percentage interest each person has among the companies, the sum of the smallest interests must exceed 50%. The purpose of this rule is to prevent covering a multiple employer welfare arrangement (MEWA). Any MEWA that wishes to be covered must provide evidence that state law in each jurisdiction in which it has persons to be covered allows the MEWA to operate on a self-insured basis.]

- 1. List of Plans Included for Excess Loss Insurance Coverage under this Policy *(complete only if more than one Plan): (if more than one plan, include list of plans here)*

[Pursuant to Article [II], "Plan" Definition provision, the Company has approved the following to serve as the Plan for purposes of this Excess Loss Insurance Policy during the period specified in such provision:
(enter identity, name or description of document or plan information records and effective date)]

- 2. Policy's Important Dates [& Renewal Term]:

The Effective Date of this Policy: *[policy effective date]*

[The Expiration Date of this Policy: *[policy expiration date] [policy expiration date (for a 2-yr term)]]*

[The Expiration Date of this Policy: Initially at the end of 1st 2-year term; thereafter at end of each 1-year Renewal Term (also see Renewal Provision)]

[Effective Date of this Schedule: *[Schedule effective date]*

[Anniversary Date of this Policy: *[Anniversary date]*

[Anniversary Date of this Policy (as amended): *[Anniversary date]*

[Renewal Term of this Policy: [At the end of the Expiration Date,] [R][r]enewable for a *[number of years]* term]

3. Policy Period and Coverage Periods:

[Policy Year: [First: *month/day/year* to *month/day/year*, *Second & Thereafter: begins on month/day/year* and the anniversary of such date]

[Policy Year (PY):

Specific: 1st PY: A period of 12 Policy Months beginning on the Policy's Effective Date

2nd PY: A period of 12 Policy Months beginning immediately after the end of the 1st PY

3rd and subsequent PYs: A period of 12 Policy Months beginning on the most recent Renewal Date

Aggregate: 1st PY: A period of 24 Policy Months beginning on the Policy's Effective Date

2nd PY: A period of 12 Policy Months beginning immediately after the end of the 1st PY

3rd and subsequent PYs: A period of 12 Policy Months beginning on the most recent Renewal Date

Also, see Definition of Policy Year under Article [II], Definitions]

Expense Incurral Period:

Specific: [The [First][applicable] Policy Year]

Aggregate: [The [First][applicable] Policy Year]

Expense Payment Period:

[a] While the Policy is in effect:

Specific: [The First Policy Year]

Aggregate: [The First Policy Year]

[[b] After the Policy ends for any reason except the Policyholder's insolvency or failure to pay premium on time:

Aggregate: [The Final Active Policy Year plus a Policy Year (as defined in the appropriate Rider) after the Policy ends.]]

Specific: [[15] months after the Policy ends. The full specific Deductible Amount will have to be re-satisfied for claims incurred prior to the termination of the Policy but which are paid after the Policy ends.]]

Run-In Expense Incurral Period:

Specific: [Three calendar months preceding *month/day/year*]

Aggregate: [Three calendar months preceding *month/day/year*]

Run-In Expense Payment Period:

Specific: [Three calendar months immediately after the Policy Effective Date]

Aggregate: [Three calendar months immediately after the Policy Effective Date]

Maximum Amount for Run-In Claims:

Specific per Covered Person: [*\$enter dollar amount*]

Aggregate (exclude those excluded under Specific Run-in): [*\$enter dollar amount*]

B. COVERED PERSONS [(Applicable Only to Your Plan [1])]

1. Applicability of "Actively at Work Requirements":

[Yes] [No] **Does the Policy's Standard "Actively at Work Requirements" Section apply?**

Number of Work-Hours Required: [[30] hours per week]

[Exceptions: [The Section is waived for persons covered under the Plan on *month/day/year* who also were covered under the Plan on 12-31-04.] [The Section is waived for all persons who are otherwise Covered Persons except for *[list names and on an optional basis, social security numbers, for identification for those persons to whom the section is waived.]*]

[Yes] [No] **Rider #A.1: Special Coverage Effective Date applies?**

[Yes] [No] **Other requirements in lieu of the above:**

2. Excess Loss Insurance is limited to Covered Benefits incurred by persons covered in any of the following classes under Your Plan:

[[a)] **Specific Excess Loss Insurance:**

- All persons who are validly covered pursuant to the Plan's provisions]
- Employees
- Employees' Dependents
- COBRA Participants
- Retirees [[under Age 65] [and] [Age 65 or over]]
- Retirees' Dependents Age 65 or over
- Retirees' Dependents under Age 65
- other _____]]

[[b)] **Aggregate Excess Loss Insurance:**

- All persons who are validly covered pursuant to the Plan's provisions]
- Employees
- Employees' Dependents
- COBRA Participants
- Retirees [[under Age 65] [and] [Age 65 or over]]
- Retirees' Dependents Age 65 or over
- Retirees' Dependents under Age 65
- other _____]]

[[c)] **Certain persons are excluded or partially excluded from Excess Loss Insurance:]**

- [[Yes] [No] Rider #A.2: Coverage Exclusion applies?]
- [[Yes] [No] Rider #A.3: Specific Excess Loss Coverage Exclusion Applies?]
- [[Yes] [No] Rider #A.4: Revised Specific Deductible Amount applies?]]

C. SPECIFIC EXCESS LOSS INSURANCE [(Applicable Only to Your Plan [1])]

You are insured for the Specific Excess Loss Insurance as specified below: [Yes] [No] (if no, delete remainder of this item C.)

1. Company's Limits of Liability:

[[a]] _____ [Single-Level Specific Coverage:
Specific Reimbursement Percentage that the Company will be liable to reimburse You is: [100%] of the Reimbursable Specific Losses.]]

[[a]] _____ [Multi-Level Specific Coverage:
Specific Reimbursement Percentages that the Company will be liable to reimburse You are:
(A) [50%] of the first [\$10,000] of the Reimbursable Specific Losses; then
(B) [75%] of any Reimbursable Specific Losses between [[\$10,001 and
[\$50,000]]; and
(C) [100%] of any Reimbursable Specific Losses in excess of [\$50,000].]

[[a]] _____ [RIDER #B.1: Aggregating Specific Coverage:
(A) You are liable for Your Additional Specific Retention of [\$35,000] in Cumulative Reimbursable Specific Losses; and
(B) After You have satisfied [a) (A)] above in full, the Specific Reimbursement Percentage that the Company will be liable to reimburse You is: [100%] of the Reimbursable Specific Losses.]

[[b]] Maximum Amount of Specific Reimbursement that the Company will be liable to reimburse You per Covered Person in any Policy Year: [≥ \$100,000.]]

[[c]] Maximum Amount of Specific Reimbursement that the Company will be liable to reimburse You per Covered Person during such person's lifetime is: [≥ \$250,000.]]

[[d]] Maximum Amount of combined Specific Reimbursement that the Company will be liable to reimburse You (regardless of the number of Covered Persons involved and of the amount of the Reimbursable Specific Losses) in any Policy Year is: [>\$1,000,000.]]

2. Specific Deductible Amount:

[\$dollar amount] in Covered Benefits incurred by the same Covered Person [(Individual Deductible)]
[[\$dollar amount] in Covered Benefits incurred by the same [two] [three] Covered Persons
within the same Family Unit (Family Deductible)]

The full specific Deductible Amount specified above will have to be re-satisfied for claims incurred prior to the termination of the Policy but which are paid after the Policy ends.

3. Covered Benefits:

- Medical ([including drugs through the [Med Pharmacy] program] [excluding outpatient prescription drugs through a pharmacist benefit Manager])
- Dental
- Vision
- Outpatient Prescription Drugs (through a pharmacist benefit manager)
- Weekly Indemnity
- other (*describe here*)

D. AGGREGATE EXCESS LOSS INSURANCE [(Applicable Only to Your Plan [1])]

You are insured for the Aggregate Excess Loss Insurance as specified below: [Yes] [No]

1. Type of the Aggregate Excess Loss Insurance:

- [Yes] [No] [N/A] Simple Aggregate Excess Loss Insurance
- [Yes] [No] [N/A] Other Optional Type(s) as specified below

2. Company's Limits of Liability:

- a) Aggregate Reimbursement Percentage that the Company will be liable to reimburse You is: [as described in Rider #C.1 attached] [[70% - 100%] of paid aggregate losses].
- b) Maximum Amount of Aggregate Reimbursement amount that the Company will be liable to reimburse You in any Policy Year [(this Maximum Aggregate Reimbursement amount is inclusive of Aggregate reimbursement amounts, if any, for or during the Policy Year After the Policy Ends period)] is: [\$1,000,000] [No Maximum]
- c) Maximum Amount per Covered Person Chargeable to Aggregate Excess Loss Insurance is: [≥\$10,000] [No Maximum]]

3. Monthly Attachment Points [(Applicable Only to Your Plan [1])]:

- [Per single Employee Attachment Unit: [\$XX]]
- [Per Employee with Spouse Attachment Unit: [\$XX]] [or Per Employee with either Spouse or one Child Attachment Unit: [\$ N/A]]
- [Per Employee with Child(ren) Attachment Unit: [\$XX]] [or Per Employee with two or more Family Members Attachment Unit: [\$N/A]]
- [Per Employee with Family Attachment Unit: [\$XX]]
- [OR:]
- [Per Employee (inclusive of single, married, and with children) Attachment Unit: [\$XX]]
- [OR:]
- [Per single Employee Attachment Unit: [\$XX]]
- [Per Employee with one Family Member Attachment Unit: [\$XX]]
- [Per Employee with two Family Members Attachment Unit: [\$XX]]
- [Per Employee with three or more Family Members Attachment Unit: [\$XX]]
- [OR:]
- [Per Employee Attachment Unit: [\$XX]]
- [Per Dependent Attachment Unit: [\$XX]]

- [4. Minimum Annual Attachment Limit: [\$ *enter dollar amount* or See such Definition in Article II.]]
- [4. Minimum Monthly Attachment Limit: [is determined as described under Article II – Definitions by using the specified percentage of < 70% to 100% >.]]
- [4. For Purpose of Determining Minimum Monthly Attachment Limit: Specified Percentage of the total number of the applicable Attachment Units to be used in the calculation of the applicable Minimum Monthly Attachment Limit: [70-100%]]

- [5.] Covered Benefits:
 - Medical ([including] [excluding] outpatient prescription drugs through a pharmacist benefit manager)]
 - Dental]
 - Vision]
 - Outpatient Prescription Drugs (through a pharmacist benefit manager)]
 - Weekly Indemnity]
 - other (*describe here*)]

[6.] Optional Feature for Aggregate Excess Loss Insurance included in the Policy: [None is included.]

- [[a)] RIDER #D.1.1: Monthly Accommodation, Deficit Carryforward Type A.1 & Terminal Protection. [Applicable data and points:]
 - Number of consecutive calendar months included as Policy Months after the Policy ends: [12]
 - [Terminal Attachment Points:]

[Applicable Only to Your Plan [1]:]
 [Per single Employee Attachment Unit: [\$XX]]
 [Per Employee with Spouse Attachment Unit: [\$XX]]
 [Per Employee with either Spouse or one Child Attachment Unit: [\$XX]]
 [Per Employee with Child(ren) Attachment Unit: [\$XX]]
 [Per Employee with two or more Family Members Attachment Unit: [\$XX]]
 [Per Employee with Family Attachment Unit: [\$XX]]
 [OR:]
 [Per Employee (inclusive of single, married, and with children) Attachment Unit: [\$XX]]
 [OR:]
 [Per single Employee Attachment Unit: [\$XX]]
 [Per Employee with one Family Member Attachment Unit: [\$XX]]
 [Per Employee with two Family Members Attachment Unit: [\$XX]]
 [Per Employee with three or more Family Members Attachment Unit: [\$XX]]
 [OR:]
 [Per Employee Attachment Unit: [\$XX]]
 [Per Dependent Attachment Unit: [\$XX]]

[Minimum Terminal Attachment Limit: [is determined as described under Article II – Definitions by using the specified percentage of [<70% to 100%>]]

 [For Purpose of Determining Minimum Terminal Attachment Limit: Specified Percentage of the total number of the applicable Attachment Units to be used in the calculation of the applicable minimum Terminal Attachment Limit: [70-100%]]]

- [[b)] RIDER #D.1.2: Monthly Accommodation, Deficit Carryforward Type A.2 & Terminal Protection. [Applicable data and points:]
 - Number of consecutive calendar months included as Policy Months after the Policy ends: [12]
 - Terminal Attachment Points:]

[Applicable Only to Your Plan [1]:]
[Per single Employee Attachment Unit: [\$XX]]
[Per Employee with Spouse Attachment Unit: [\$XX]]
[Per Employee with either Spouse or one Child Attachment Unit: [\$XX]]
[Per Employee with Child(ren) Attachment Unit: [\$XX]]
[Per Employee with two or more Family Members Attachment Unit: [\$XX]]
[Per Employee with Family Attachment Unit: [\$XX]]
[OR:]
[Per Employee (inclusive of single, married, and with children) Attachment Unit: [\$XX]]
[OR:]
[Per single Employee Attachment Unit: [\$XX]]
[Per Employee with one Family Member Attachment Unit: [\$XX]]
[Per Employee with two Family Members Attachment Unit: [\$XX]]
[Per Employee with three or more Family Members Attachment Unit: [\$XX]]
[OR:]
[Per Employee Attachment Unit: [\$XX]]
[Per Dependent Attachment Unit: [\$XX]]

[Minimum Terminal Attachment Limit: [is determined as described under Article [II] – Definitions by using the specified percentage of [<70% to 100%>]]

[For Purpose of Determining Minimum Terminal Attachment Limit: Specified Percentage of the total number of the applicable Attachment Units to be used in the calculation of the applicable minimum Terminal Attachment Limit: [70-100%]]]

[[c]] RIDER #D.2: Monthly Accommodation, Deficit Carryforward Type B & Terminal Protection

[Applicable data and points:]

- Number of consecutive calendar months included as Policy Months after the Policy ends: [12]
- [Terminal Attachment Points:]

[Applicable Only to Your Plan [1]:]
[Per single Employee Attachment Unit: [\$XX]]
[Per Employee with Spouse Attachment Unit: [\$XX]]
[Per Employee with either Spouse or one Child Attachment Unit : [\$XX]]
[Per Employee with Child(ren) Attachment Unit: [\$XX]]
[Per Employee with two or more Family Members Attachment Unit: [\$XX]]
[Per Employee with Family Attachment Unit: [\$XX]]
[OR:]
[Per Employee (inclusive of single, married, and with children) Attachment Unit: [\$XX]]
[OR:]
[Per single Employee Attachment Unit: [\$XX]]
[Per Employee with one Family Member Attachment Unit: [\$XX]]
[Per Employee with two Family Members Attachment Unit: [\$XX]]
[Per Employee with three or more Family Members Attachment Unit: [\$XX]]
[OR:]
[Per Employee Attachment Unit: [\$XX]]
[Per Dependent Attachment Unit: [\$XX]]

[Minimum Terminal Attachment Limit: [is determined as described under Article [II] – Definitions by using the specified percentage of [<70% to 100%>]]

[For Purpose of Determining Minimum Terminal Attachment Limit: Specified Percentage of the total number of the applicable Attachment Units to be used in the calculation of the applicable Minimum Terminal Attachment Limit: [70-100%]]]

- [[d]] RIDER #D.3: Monthly Accommodation & Terminal Protection [Applicable data and points:]
- Number of consecutive calendar months included as Policy Months after the Policy ends: [12]
 - [Terminal Attachment Points:]

[Applicable Only to Your Plan [1]:]

[Per single Employee Attachment Unit: [\$XX]]

[Per Employee with Spouse Attachment Unit: [\$XX]]

[Per Employee with either Spouse or one Child Attachment Unit: [\$XX]]

[Per Employee with Child(ren) Attachment Unit: [\$XX]]

[Per Employee with two or more Family Members Attachment Unit: [\$XX]]

[Per Employee with Family Attachment Unit: [\$XX]]

[OR:]

[Per Employee (inclusive of single, married, and with children) Attachment Unit: [\$XX]]

[OR:]

[Per single Employee Attachment Unit: [\$XX]]

[Per Employee with one Family Member Attachment Unit: [\$XX]]

[Per Employee with two Family Members Attachment Unit: [\$XX]]

[Per Employee with three or more Family Members Attachment Unit: [\$XX]]

[OR:]

[Per Employee Attachment Unit: [\$XX]]

[Per Dependent Attachment Unit: [\$XX]]

[Minimum Terminal Attachment Limit: [is determined as described under Article [II] – Definitions by using the specified percentage of [<70% to 100%>]]

[For Purpose of Determining Minimum Terminal Attachment Limit: Specified Percentage of the total number of the applicable Attachment Units to be used in the calculation of the applicable Minimum Terminal Attachment Limit: [70-100%]]]

[[e]] RIDER #D.4: Monthly Accommodation]

[[f]] RIDER #D.5: Simple (Level) Funding Option]

[[g]] RIDER #D.6: [Preferred Funding][Ultimate 12]

[[h]] RIDER #E.1.1: Regular Aggregate Excess Loss With Deficit Carryforward Type A.1]

[[i]] RIDER #E.1.2: Regular Aggregate Excess Loss With Deficit Carryforward Type A.2]

[[j]] RIDER #E.2: Regular Aggregate Excess Loss With Deficit Carryforward Type B]

[[k]] RIDER #E.3: Regular Aggregate Excess Loss with Terminal Protection
Applicable data and points:

- Number of consecutive calendar months included as Policy Months after the Policy ends: [12]
- Terminal Attachment Points:

[Applicable Only to Your Plan [1]:]

[Per single Employee Attachment Unit: [\$XX]]

[Per Employee with Spouse Attachment Unit: [\$XX]]

[Per Employee with either Spouse or one Child Attachment Unit: [\$XX]]

[Per Employee with Child(ren) Attachment Unit: [\$XX]]

[Per Employee with two or more Family Members Attachment Unit: [\$XX]]

[Per Employee with Family Attachment Unit: [\$XX]]

[OR:]

[Per Employee (inclusive of single, married, and with children) Attachment Unit: [\$XX]]

[OR:]

[Per single Employee Attachment Unit: [\$XX]]

[Per Employee with one Family Member Attachment Unit: [\$XX]]

[Per Employee with two Family Members Attachment Unit: [\$XX]]

[Per Employee with three or more Family Members Attachment Unit: [\$XX]]

[OR:]

[Per Employee Attachment Unit: [\$XX]]

[Per Dependent Attachment Unit: [\$XX]]

E. SPECIFICATIONS OF OTHER RIDERS INCLUDED IN THE POLICY:

[None is included.]

[RIDER #A.5: Expanded Definition of Covered Benefits to Cover:

[Yes] [No] [Selected Specialty Centers] Fees

[Yes] [No] Claim Reduction Negotiation Fees

[Yes] [No] Subrogation Service Fees]

F. PREMIUMS

[Monthly premium for each Categorized Coverage is determined [[for the percentage of Covered Benefits method by multiplying the Covered Benefits paid under the Plan for the Policy Month which are not reimbursable by the Company under this Policy by the percentage specified below for that Categorized Coverage] [and] [for the Premium Unit method by multiplying the applicable premium rate (expressed as a dollar amount) by the applicable number of the specified Premium Units covered under the Plan on the first day of each Policy Month. If more than one type of Premium Unit is utilized as indicated below, add all products of the multiplications for all identified types of the Premium Unit together to arrive at the total monthly premium for such Categorized Coverage.]

[As used throughout the Premiums section of this Schedule, the term Covered Benefits includes only those amounts that meet the definition of Covered Benefits of Article II but which are not reimbursable by the Company because [[,] with respect to the Specific Excess Loss portion they do not exceed the applicable Specific Deductible Amount][, or] with respect to the Aggregate Excess Loss portion they do not exceed the Cumulative Attachment Limit or the Annual Attachment Limit, whichever is applicable.]

[[1.] Specific Excess Loss Premium:

[Premium Rates Applicable to Your Plan [1]:]

[[Option 1:] Percentage of Specific Covered Benefits Method [xx%]: [The first monthly premium will be based on expected Covered Benefits paid for the first Policy Month as established by the Company. Premium for subsequent Policy Months will be based on actual Covered Benefits paid for the prior Policy Month. Company will reconcile premium payments with actual Covered Benefits paid at the end of each Policy [[Month] [Quarter] [Year]] and notify the Policyholder. Any refunds by the Company or additional payments required from the Policyholder will be paid within 30 days after notice of such reconciliation is mailed to the Policyholder.] [The first monthly premium will be deferred and shall be paid upon notice by the Company after it determines the actual Covered Benefits paid for the first Policy Month.]]

[[Option 2:] Premium Unit Method]]

[Per single Employee Premium Unit: [\$XX]]

[Per Employee with Spouse Premium Unit: [\$XX]]

[Per Employee with either Spouse or one Child Premium Unit: [\$XX]]

[Per Employee with Child(ren) Premium Unit: [\$XX]]

[Per Employee with two or more Family Members Premium Unit: [\$XX]]

[Per Employee with Family Premium Unit: [\$XX]]

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[OR:]

[Per Employee (inclusive of single, married, and with children) Premium Unit: [\$XX]]

[OR:]

[Per single Employee Premium Unit: [\$XX]]

[Per Employee with one Family Member Premium Unit: [\$XX]]

[Per Employee with two Family Members Premium Unit: [\$XX]]

[Per Employee with three or more Family Members Premium Unit: [\$XX]]

[OR:]

[Per Employee Premium Unit: [\$XX]]

[Per Dependent Premium Unit: [\$XX]]

[The term "Employee, Spouse, Children, Family Member" includes those covered as/under retirees: [Yes] [No], and COBRA Participants: [Yes] [No].]

[Varies according to plan design: *[enter description here]*]

[[2.] Aggregate Excess Loss Premium:

[Premium Rates Applicable to Your Plan [1]:]

[[Option 1:] Percentage of Aggregate Covered Benefits Method [xx%]: [The first monthly premium will be based on expected Covered Benefits paid for the first Policy Month as established by the Company. Premium for subsequent Policy Months will be based on actual Covered Benefits paid for the prior Policy Month. Company will reconcile premium payments with actual Covered Benefits paid at the end of each Policy [[Month] [Quarter] [Year]] and notify the Policyholder. Any refunds by the Company or additional payments required from the Policyholder will be paid within 30 days after notice of such reconciliation is mailed to the Policyholder.] [The first Policy Month premium will be deferred and shall be paid upon notice by the Company after it determines the actual Covered Benefits paid for the first Policy Month.]]

[[Option 2:] Premium Unit Method]]

[Per single Employee Premium Unit: [\$XX]]

[Per Employee with Spouse Premium Unit: [\$XX]]

[Per Employee with either Spouse or one Child Premium Unit: [\$XX]]

[Per Employee with Child(ren) Premium Unit: [\$XX]]

[Per Employee with two or more Family Members Premium Unit: [\$XX]]

[Per Employee with Family Premium Unit: [\$XX]]

[OR:]

[Per Employee (inclusive of single, married, and with children) Premium Unit: [\$XX]]

[OR:]

[Per single Employee Premium Unit: [\$XX]]

[Per Employee with one Family Member Premium Unit: [\$XX]]

[Per Employee with two Family Members Premium Unit: [\$XX]]

[Per Employee with three or more Family Members Premium Unit: [\$XX]]

OR:]

[Per Employee Premium Unit: [\$XX]]

[Per Dependent Premium Unit: [\$XX]]

[The term "Employee, Spouse, Children, Family Member" includes those covered as/under retirees: [Yes] [No], and COBRA Participants: [Yes] [No].]

[Varies according to plan design: *[enter description here]*]

[3. Rider Premium:

[Premiums for these Riders: *[list Riders here]* have been included in the [Specific] [Aggregate] Premium Rates.]]

[Premium Rates Applicable to Your Plan [1]:]

[For Rider: *[enter appropriate Rider number:]*]

[Per single Employee Premium Unit: [\$XX]]
 [Per Employee with Spouse Premium Unit: [\$XX]]
 [Per Employee with either Spouse or one Child Premium Unit: [\$XX]]
 [Per Employee with Child(ren) Premium Unit: [\$XX]]
 [Per Employee with two or more Family Members Premium Unit: [\$XX]]
 [Per Employee with Family Premium Unit: [\$XX]]
 [OR:]
 [Per Employee (inclusive of single, married, and with children) Premium Unit: [\$XX]]
 [OR:]
 [Per single Employee Premium Unit: [\$XX]]
 [Per Employee with one Family Member Premium Unit: [\$XX]]
 [Per Employee with two Family Members Premium Unit: [\$XX]]
 [Per Employee with three or more Family Members premium Unit: [\$XX]]
 [OR:]
 [Per Employee Premium Unit: [\$XX]]
 [Per Dependent Premium Unit: [\$XX]]

[The term "Employee, Spouse, Children, Family Member" includes those covered as/under retirees: [Yes] [No], and COBRA Participants: [Yes] [No].]

[Varies according to plan design: *[enter description here]*]

[Premium at Termination: At the end of this Policy there is a requirement for payment of a premium for Terminal Protection. The premium is calculated by multiplying the applicable premium rate by the applicable number of the specified premium units on the [first][last] day of the last Policy Month [second] preceding the termination date of this Policy. The Premium is collected for the first [two] Policy Month(s) and payable in the [two months][first month] after the Policy ends.]

G. NAME OF THIRD PARTY PLAN ADMINISTRATOR (TPA): *[insert TPA name]*

[H. BANKING OPTIONS: (identifies the frequency of your TPA's withdrawals from Your Bank Account for claims payments. If the Company is Your TPA and You pay Your premium for this Excess Loss Policy through the same Bank Account, the Company will coordinate the withdrawal of Your premium with the claims withdrawals.)

- | | |
|---------------------------------------|---|
| <input type="checkbox"/> Daily | <input type="checkbox"/> Daily with one week delay |
| <input type="checkbox"/> Weekly | <input type="checkbox"/> Weekly with one week delay |
| <input type="checkbox"/> Semi-monthly | <input type="checkbox"/> Other <i>[describe]</i> |
| <input type="checkbox"/> Monthly | |

When the Company is Your TPA, there will be no withdrawals from Your Bank Account for the first two months of the first Policy Year if You have elected the [Simple] [Level] Funding Rider or the [[Preferred Funding] [Ultimate 12]] Rider.]

[I. ADDITIONAL INFORMATION: *[describe]*

[J. AMENDMENT: *[describe]*

ARTICLE [II.] DEFINITIONS

As used in this Policy, its attached Riders, Amendments, Addenda, and Appendices, unless the context specifically indicates otherwise, the following terms shall have the following meanings:

[ACTIVELY AT WORK REQUIREMENTS

unless being modified and except to the extent of any waiver as indicated in the Schedule, applies to the date coverage would take effect with respect to expenses incurred by any person. Actively at Work means:

1. for eligible employees, that the employee is working at such employee's normal occupation at Your place of business for the number of hours shown in the Schedule; and
2. for eligible dependents[, retirees,] and COBRA participants, if any such persons are included for coverage under this Policy as specified in the Schedule, that the person is not confined in a hospital or an institution and is able to perform the activities of a non-disabled person of like age and sex.

No insurance benefits will be provided under this Policy for expenses incurred during the period a person does not meet this Actively at Work Requirement.

Nor will such expenses [satisfy the Specific Deductible Amount or] be considered a Covered Benefit for the [Specific] [or the] [Aggregate] Excess Loss Insurance. Coverage for a person initially unable to meet the Actively at Work Requirement will begin on:

- a. With respect to a person being covered under Your Plan on the Effective Date of this Policy, the first of the month coinciding with or next following the date the person meets the Actively at Work Requirement.
- b. With respect to a person becoming covered under Your Plan after the Effective Date of this Policy, the first of the month coinciding with or next following the date the person meets the Actively at Work Requirement.]

[ANNUAL ATTACHMENT LIMIT

means the annual deductible amount for the Aggregate Excess Loss Insurance which is the financial responsibility of the Policyholder. This amount is [the greater of]:

1. the Cumulative Attachment Limit for the last Policy Month of the Policy Year, or
2. [the greater of the Minimum Annual Attachment Limit as shown in the Schedule or the amount as defined in this Article II, below.]

[This amount will be calculated at the end of the Policy Year.]

[ATTACHMENT UNIT

means a single count or each unit of Participant Covered Persons who meet the description given to any one type of the Attachment Unit shown in the Schedule. The Attachment Unit types shown in the Schedule may include single Employee, Employee with Spouse, Employee with Child(ren), Employee with Family and/or Employee with other described Family Member(s).]

[COBRA PARTICIPANT

if specified in the Schedule as applicable to You, means a person who is covered under Your Plan by virtue of that person's status as a COBRA qualified beneficiary who validly and timely elects to continue coverage pursuant to the federal health continuation coverage law under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended. The term COBRA Participant does not include any person covered under the Plan whose continued coverage is not mandated by such law.]

[COMPANY

means Connecticut General Life Insurance Company.]

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[COVERED BENEFITS

for purposes of Excess Loss Insurance coverage under this Policy:

1. to the extent not being limited further under Section 2. immediately below, are limited to expenses incurred by a Covered Person which are:
 - a. **included** in the class or classes of Covered Benefits shown in the Schedule. [(As shown in the Schedule, the class or classes of Covered Benefits for the Specific Excess Loss Insurance is not always the same as for the Aggregate Excess Loss Insurance.);] and
 - b. **covered and payable** under the terms of the Plan, taking into account all of the exclusions and limitations provisions and claims submission limitation period in the Plan; and
 - c. **incurred:**
 - i) during the Expense Incurral Period shown in the Schedule or during the Run-In Expense Incurral Period, if applicable as shown in the Schedule; and
 - ii) prior to the date this Policy ends; and
 - d. **paid** by the Plan during the Expense Payment Period, [or, with respect to the Run-In Expense (if applicable), during the Run-In Expense Payment Period,] as shown in the Schedule.

Covered Benefits do not include[: 1)] any amount that is excluded from coverage under this Policy pursuant to Article [V] - Limitations and Exclusions of Coverage[: or 2) with respect to any Policy Year, any amount that qualifies as Covered Benefits for any previous Policy Year.]

[In addition, with respect to all expenses incurred for services and supplies provided by medical treatment facilities of the Policyholder or of the Policyholder's affiliates, Covered Benefits are further limited to [the lesser of 1) 100% of applicable network payment or 2) [80%] of the eligible charges paid by the Plan, after the application of any applicable Policyholder's employee-discount rate and a reduction of Covered Person's responsible amount.]]

- [2. when used in connection with the Aggregate Excess Loss Insurance, Covered Benefits (which is also known as the Cumulative Claim Toward Attachment) do not include any of the following:
 - [a. amounts that are considered to be Reimbursable Specific Losses, if the Specific Excess Loss Insurance is provided for in this Policy (or would have otherwise been considered Reimbursable Specific Losses, had the insurance protection under such Specific Excess Loss Insurance been continued to be in effect) ; or]
 - [b.] the amount that exceeds the Maximum Amount per Covered Person Chargeable to the Aggregate Excess Loss Insurance, if any such amount is shown in the Schedule; or
 - [c.] the amount that exceeds any of the Maximum Amount of Specific Reimbursement [or the Maximum Amount of combined Specific Reimbursement] that the Company will be liable to reimburse the Policyholder, if any such amount is shown in the Schedule.]]

[COVERED PERSON

means a person who is in a class or classes of persons included under Your Excess Loss Insurance Policy as specified in the Schedule who is enrolled for coverage and meets the eligibility requirements set forth under the Plan. Covered Person does not include a person who fails to satisfy the Actively At Work Requirements, if applicable, shown in the Schedule. Nor does the term Covered Person include a person excluded from the Excess Loss Insurance coverage as set forth in the applicable Rider, if such Rider applies to You. [(If Rider #A.3 applies to You, certain persons could be considered Covered Persons for the Aggregate Excess Loss Insurance coverage purposes but not for the Specific Excess Loss Insurance.)]]

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[COVERED PERSON

except as provided otherwise below, means a person who is in a class of persons included under Your Excess Loss Insurance Policy as specified in the Schedule who is enrolled for coverage and meets the eligibility requirements set forth under the Plan.

The term Covered Person does not include:

- a. A COBRA Participant and any person who is his/her dependent but only with respect to a period for which their COBRA premium payment, if such premium is required by Your Plan, has not been made; and
- b. a person who fails to satisfy the Actively At Work Requirements, if applicable, shown in the Schedule; and
- c. a person excluded from the Excess Loss Insurance coverage as set forth in the applicable Rider, if such Rider applies to You. [(If Rider #A.3 applies to You, certain persons could be considered Covered Persons for the Aggregate Excess Loss Insurance portion but not for the Specific Excess Loss Insurance portion.)]]

[CUMULATIVE ATTACHMENT LIMIT

for each Policy Month means the sum of the Monthly Attachment Limit for the current Policy Month plus the Monthly Attachment Limit for each of the previous Policy Months in the then current Policy Year.]

[CUMULATIVE ATTACHMENT LIMIT

for each Policy Month means the greater amount of:

- 1. The sum of the Monthly Attachment Limit for the current Policy Month plus the Monthly Attachment Limit for each of the previous Policy Months in the then current Policy Year; or
- 2. The sum of the Minimum Monthly Attachment Limit for the current Policy Month plus the Minimum Monthly Attachment Limit for each of the previous Policy Months in the then current Policy Year.]

[CUMULATIVE ATTACHMENT LIMIT

- 1. During the Policy Year while the Policy remains in effect, for each Policy Month, means the greater amount of:
 - a. the sum of the Monthly Attachment Limit for the current Policy Month plus the Monthly Attachment Limit for each of the previous Policy Months in the then current Policy Year; or
 - b. the sum of the Minimum Monthly Attachment Limit for the current Policy Month plus the Minimum Monthly Attachment Limit for each of the previous Policy Months in the then current Policy Year.
- 2. After the Policy ends for any reason except the Policyholder's insolvency or failure to pay premium on time, means:
 - a. for the first Policy Month after the Policy ends, the sum of the Terminal Attachment Limit or the Minimum Terminal Attachment Limit for such Policy Month, whichever amount is greater, plus the Cumulative Attachment Limit for the last Policy Month prior to the end of this Policy.
 - b. for the [second] and each subsequent Policy Months after the Policy ends, the sum of the Terminal Attachment Limit or the Minimum Terminal Attachment Limit for such Policy Month, whichever amount is greater, plus the Cumulative Attachment Limit for the prior Policy Month.

[CUMULATIVE ATTACHMENT LIMIT

- 1. During the first Policy Year while the Policy remains in effect, means for each Policy Month, the sum of the Monthly Attachment Limit for the current Policy Month plus the Monthly Attachment Limit for each of the previous Policy Months in the then current Policy Year.

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2. During the second and subsequent Policy Years while the Policy remains in effect, for each Policy Month, means the greater amount of:
 - a. the sum of the Monthly Attachment Limit for the current Policy Month plus the Monthly Attachment Limit for each of the previous Policy Months in the then current Policy Year; or
 - b. the sum of the Minimum Monthly Attachment Limit for the current Policy Month plus the Minimum Monthly Attachment Limit for each of the previous Policy Months in the then current Policy Year.
3. After the Policy ends for any reason except the Policyholder's insolvency or failure to pay premium on time, means:
 - a. for the first Policy Month after the Policy ends, the sum of the Terminal Attachment Limit or the Minimum Terminal Attachment Limit for such Policy Month, whichever amount is greater, plus the Cumulative Attachment Limit for the last Policy Month prior to the end of this Policy.
 - b. for the [second] and each subsequent Policy Months after the Policy ends, the sum of the Terminal Attachment Limit or the Minimum Terminal Attachment Limit for such Policy Month, whichever amount is greater, plus the Cumulative Attachment Limit for the prior Policy Month.]

[CUMULATIVE ATTACHMENT LIMIT

1. During the Policy Year while the Policy remains in effect, means for each Policy Month, the sum of the Monthly Attachment Limit for the current Policy Month plus the Monthly Attachment Limit for each of the previous Policy Months in the then current Policy Year.
2. After the Policy ends for any reason except the Policyholder's insolvency or failure to pay premium on time, means:
 - a. For the first Policy Month after the Policy ends, the sum of the Terminal Attachment Limit for such Policy Month plus the Cumulative Attachment Limit for the last Policy Month prior to the end of this Policy.
 - b. For the second and each subsequent Policy Months after the Policy ends, the sum of the Terminal Attachment Limit for such Policy Month plus the Cumulative Attachment Limit for the prior Policy Month.]

[EXPENSE INCURRAL PERIOD

as shown in the Schedule, means the period of time during which an expense covered under Your Plan must be incurred by a Covered Person to count as a Covered Benefit under this Policy. If specified in the Schedule to be applicable to Your Policy, certain covered expenses incurred during the Run-In Expense Incurral Period may also be counted as Covered Benefits under the Policy.

In no event shall the Expense Incurral Period extend beyond the date the Policy ends.

Unless specifically stated otherwise, an expense is considered incurred on the date the service, treatment or supply is provided to a Covered Person.]

[EXPENSE PAYMENT PERIOD

as shown in the Schedule, means the period of time during which the Plan must actually make payment for expenses covered under Your Plan in order to count as a Covered Benefit under this Policy.

Unless specifically stated otherwise, an expense is considered paid on the date a check or draft of the Policyholder [or of the Policyholder's authorized TPA] is issued for payment [, provided sufficient funds are then available to cover such payment, and it is:

1. placed in the United States mail or other means of delivery to the payee; and
2. paid upon presentation].

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[EXPERIMENTAL, INVESTIGATIONAL OR UNPROVEN

means care and treatment for which the Company determines that one or more of the following is true:

1. The service or supply is under study or in a clinical trial to evaluate its toxicity, safety or efficacy for a particular diagnosis or set of indications.
2. The prevailing opinion within the appropriate specialty of the United States medical profession is that the service or supply needs further evaluation for the particular diagnosis or set of indications before it is used outside clinical trials or other research settings.

The Company determines if this item 2 is true based on:

- a. published reports in authoritative medical literature; and
 - b. regulations, reports, publications and evaluations issued by government agencies such as the Agency for Health Care Policy and Research, the National Institutes of Health, the federal Food and Drug Administration (FDA), the Health Care Financing Administration (HCFA), or any other appropriate technological assessment body.
3. In the case of a drug, a device or other supply that is subject to FDA approval:
 - a. it does not have FDA approval;
 - b. it has FDA approval only under its Treatment Investigational New Drug regulation or similar regulation; or
 - c. it has FDA approval, but it is being used for an indication or at a dosage that is not an Accepted Off-Label Use. An "Accepted Off-Label Use" is a use that is:
 - i) included and favorably recognized for treatment of the indication in one or more of the following medical compendia: The American Medical Association Drug Evaluations, the American Hospital Formulary Service Drug Information, and The United States Pharmacopoeia Information; or
 - ii) established based on supportive clinical evidence in peer - reviewed medical publications.
 4. The providers institutional review board acknowledges that the use of the service or supply is Experimental, Investigational, or Unproven and subject to that board's approval.
 5. Research protocols indicate that the service or supply is Experimental, Investigational, or Unproven. This item 5 applies for protocol used by the Covered Person's provider as well as for protocols used by other providers studying substantially the same service or supply.]

[FAMILY MEMBER

if specified as applicable to Your Excess Loss Insurance Policy, means each Covered Person in the same Family Unit other than a Participant.]

[FAMILY UNIT

if specified as applicable to Your Excess Loss Insurance Policy, means a Participant and all of such Participant's eligible dependents who are Covered Persons under Your Plan.]

[MAXIMUM AMOUNT FOR RUN-IN CLAIMS

if any, as shown in the Schedule, means the maximum claim payments allowable for inclusion as Run-In Expense which were incurred during the Run-In Expense Incurral Period.]

[MINIMUM ANNUAL ATTACHMENT LIMIT

is the amount as shown in the Schedule, or, if the Schedule does not show such amount or shows such amount as zero, is the amount equal to the product of [12] times the Monthly Attachment Limit for the first Policy Month of the applicable Policy Year.]

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[MINIMUM MONTHLY ATTACHMENT LIMIT

1. For each Policy Month during the first Policy Year that this Policy is in effect, is the amount equal to the specified percentage (as shown in the Schedule) of the Monthly Attachment Limit for the first Policy Month of the first Policy Year.
2. For each Policy Month during the second or a subsequent Policy Year that this Policy is in effect, is the amount equal to the specified percentage (as shown in the Schedule) of the product of the appropriate Monthly Attachment Point (as shown in the Schedule) for the then current Policy Year multiplied by the appropriate number of the Attachment Units on the first day of the Policy Month which is [[two] month[s]] prior to the last Policy Month of the immediately prior Policy Year.

If more than one type of the Attachment Unit is utilized as stated in the Schedule, add all products of the multiplications pursuant to the above paragraph for all identified types of the Attachment Unit together, then multiplied such sum by the specified percentage as indicated above to produce the total amount of the Minimum Monthly Attachment Limit for each such Policy Month.]

[MINIMUM MONTHLY ATTACHMENT LIMIT

is the amount to be calculated monthly as follows:

1. For each Policy Month during the first Policy Year that this Policy is in effect, multiply the then appropriate Monthly Attachment Point (as shown in the Schedule) by the specified percentage (as shown in the Schedule) of the total number of the appropriate Attachment Units on the first day of the first Policy Month.
2. For each Policy Month during the second or a subsequent Policy Year that this Policy is in effect, multiply the then appropriate Attachment Point (as shown in the Schedule) by the specified percentage (as shown in the Schedule) of the total number of the appropriate Attachment Units on the first day of the Policy Month which is [[two] month[s]] prior to the last Policy Month of the immediately prior Policy Year.

If more than one type of the Attachment Unit is utilized as stated in the Schedule, add all products of the multiplications pursuant to the above paragraph for all identified types of the Attachment Unit together, to produce the total amount of the Minimum Monthly Attachment Limit for each such Policy Month.]

[MINIMUM TERMINAL ATTACHMENT LIMIT

is to be calculated monthly after the Policy ends as follows:

1. If the Policy ends on any date during its first Policy Year or is non-renewed after the end of its first Policy Year:
 - a. For each of the first [two] Policy Months after this Policy ends, is the amount equal to the specified percentage (as shown in the Schedule) of the product of the appropriate Terminal Attachment Point (as shown in the Schedule) multiplied by the appropriate number of the Attachment Units on the first day of the first Policy Month.
 - b. For the [third] and each subsequent Policy Months after this Policy ends, the Minimum Terminal Attachment Limit for such Policy Month is zero.
2. If the Policy ends on any date during or after its second or subsequent Policy Year:
 - a. For each of the first [two] Policy Months after this Policy ends, is the amount equal to the specified percentage (as shown in the Schedule) of the product of the appropriate Terminal Attachment Point (as shown in the Schedule) multiplied by the appropriate number of the Attachment Units on the first day of the Policy Month which is [[two] month[s]] prior to the last Policy Month of the immediately prior Policy Year.
 - b. For the [third] and each subsequent Policy Months after this Policy ends, the Minimum Terminal Attachment Limit for such Policy Month is zero.

If more than one type of the Attachment Unit is utilized as stated in the Schedule, add all products of the multiplications pursuant to the above paragraphs for all identified types of the Attachment Unit together, then multiplied such sum by the specified percentage as indicated above to produce the total amount of the Minimum Terminal Attachment Limit for each such Policy Month.]

[MINIMUM TERMINAL ATTACHMENT LIMIT

is to be calculated monthly after the Policy ends as follows:

1. If the Policy ends on any date during its first Policy Year or is non-renewed after the end of its first Policy Year:
 - a. For [each of] the first [two] Policy Month[s] after this Policy ends, multiply the then appropriate Terminal Attachment Point (as shown in the Schedule) by the specified percentage (as shown in the Schedule) of the total number of the appropriate Attachment Units on the first day of the first Policy Month.
 - b. For [the third] [and] each subsequent Policy Month[s] after the Policy ends, the Minimum Terminal Attachment Limit for such Policy Month is zero.
2. If the Policy ends on any date during its second or subsequent Policy Year:
 - a. For [each of] the first [two] Policy Month[s] after this Policy ends, multiply the then appropriate Terminal Attachment Point (as shown in the Schedule) by the specified percentage (as shown in the Schedule) of the total number of the appropriate Attachment Units on the first day of the Policy Month which is [[two] month[s]] prior to the last Policy Month of the immediately prior Policy Year.
 - b. For [the third] [and] each subsequent Policy Month[s] after the Policy ends, the Minimum Terminal Attachment Limit for such Policy Month is zero.

If more than one type of the Attachment Unit is utilized as stated in the Schedule, add all products of the multiplications pursuant to the above paragraphs for all identified types of the Attachment Unit together to produce the total amount of the Minimum Terminal Attachment Limit for each such Policy Month.

[MONTHLY ATTACHMENT LIMIT

means the Aggregate Excess Loss Insurance monthly deductible amount which is the financial responsibility of the Policyholder and is to be calculated by multiplying the appropriate Monthly Attachment Point (as shown in the Schedule) by the appropriate number of the Attachment Units at the beginning of such Policy Month. If more than one type of the Attachment Unit is utilized as stated in the Schedule, add all products of the multiplications for all identified types of the Attachment Unit together to arrive at the total amount of the Monthly Attachment Limit for such Policy Month.]

[MONTHLY ATTACHMENT LIMIT

means the Aggregate Excess Loss Insurance monthly deductible amount which is the financial responsibility of the Policyholder and is to be calculated as follows:

1. For each of the first [four] Policy Months this Policy is in effect, multiply the appropriate Monthly Attachment Point (as shown in the Schedule) by the appropriate number of the Attachment Units on the first day of the first Policy Month.
2. For the [fifth] and each subsequent Policy Months this Policy is in effect, multiply the appropriate Monthly Attachment Point (as shown in the Schedule) by the appropriate number of the Attachment Units on the first day of the [third] prior Policy Month.

If more than one type of the Attachment Unit is utilized as stated in the Schedule, add all products of the multiplications for all identified types of the Attachment Unit together to arrive at the total amount of the Monthly Attachment Limit for such Policy Month.]

[PARTICIPANT

means a Covered Person who is covered under the Plan as an eligible employee[, retiree,] or COBRA qualified beneficiary, or under other coverage status (but only if such other coverage status is specifically approved to be included in this Policy in writing in advance by the Company).]

[PLAN

means the self-funded employee health benefit plan or plans established and maintained by You and approved by You and the Company for purposes of this Excess Loss Insurance Policy. If so approved by the Company, the term "Plan" shall, during the period immediately prior to the date on which the self-funded plan as described in the first sentence is approved by both parties, mean either:

1. a draft Summary Plan Description(s), or a Brief Outline of Plan Benefit Design(s), or a copy(ies) of Your plan's prior benefit booklets or certificates (with modifications, if any, as so specified), [whichever being attached to the end of this Policy]; or
- [2. if the Company is appointed as the Policyholder's TPA, magnetic or computer-readable records of plan's information maintained by the Company, which are used by the Company as a source of information to provide claim payment and other administrative services to the Policyholder's Plan.]
- [2. magnetic or computer-readable records of plan's information maintained by the Policyholder's appointed TPA as specified in the Schedule, which are used by such TPA as a source of information to provide claim payment and other administrative services to the Policyholder's Plan.]]

[POLICY

means the Excess Loss Insurance Policy issued to the Policyholder. This Policy contains either the Specific Excess Loss or the Aggregate Excess Loss Insurance coverage, or both such coverages, as specified in the Schedule to be applicable to the Policyholder.]

[POLICY MONTH

means a calendar month during a Policy Year.]

[POLICY QUARTER

[means a period of three consecutive Policy Months during a Policy Year, with the first Policy Quarter beginning on the Effective Date of this Policy.]

[POLICY QUARTER

[means for the first Policy Quarter, a period beginning on the Effective Date of this Policy and ending on [month/day/year]; thereafter, Policy Quarter means a period of three consecutive Policy Months during a Policy Year.]

[POLICY YEAR

means the Policy Period which is a period beginning on the Effective Date or the most current Renewal Date of the Policy and, except for the first Policy Year which may contain any number of Policy Months (if so indicated in the Schedule), consists of 12 consecutive Policy Months. For purposes of this Policy, the Policyholder's Final Active Policy Year will end on the date the Policy ends, even if this occurs prior to the Expiration Date and/or results in a Policy Year consisting of less than 12 Policy Months.]

[POLICY YEAR

means the Policy Period which is a period beginning on the Effective Date or the most current Renewal Date of the Policy and, except for the first and Final Active Policy Years, generally consisting of 12 consecutive Policy Months. The first Policy Year may contain any number of Policy Months and may be different for purposes of the Specific Excess Loss versus for purposes of the Aggregate Excess Loss as shown in the Schedule. For purposes of this Policy, the Policyholder's Final Active Policy Year will end on the date the Policy ends, even if this results in a Policy Year consisting of less than 12 Policy Months.]

[REASONABLE AND CUSTOMARY CHARGE

means, with respect to charges for medical, dental expenses, including but not limited to, physician services, hospital services and supplies, durable medical equipment to the extent that such charges are included in the class or classes of Covered Benefits, the lowest of:

1. the usual charge by the provider for the same or similar services or supplies; or

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2. the usual charge of most providers of similar training and experience in the same or similar geographic Area for the same or similar service or supplies; or
3. the actual billed charge for the services, supplies, device or implants; or
4. the negotiated rate a provider has agreed to accept.

“Area” means a region the Company determines to be large enough to obtain a representative sample of providers of care or supplies.]

[REIMBURSABLE SPECIFIC LOSSES

means the total Covered Benefits paid under the Plan with respect to each Covered Person less any applicable Specific Deductible Amount as shown in the Schedule.]

[SCHEDULE

means the Schedule of Excess Loss Insurance coverage included and specified under Article I, or such Schedule as amended or supplemented by the Renewal Schedule of Excess Loss Insurance issued to You, or any Amendments thereto, and includes any final written rate sheet proposal or any written issued by the Company to You showing the applicable rates, factors and points of Your Excess Loss Insurance coverage under the Policy.]

[TERMINAL ATTACHMENT LIMIT

applies exclusively to the Aggregate Excess Loss Insurance Policy with a Rider providing Terminal Protection, and is to be calculated monthly after the Policy ends as follows:

1. For each of the first [three] Policy Months after this Policy ends, multiply the appropriate Terminal Attachment Point (as shown in the applicable Rider information section of the Schedule or in an amendment) by the appropriate number of the Attachment Units on the first day of the [[third prior] Policy Month [, and for Covered Benefits that were eliminated from the Plan during the [12] months preceding the termination of the Policy, on the [[third] prior] Policy Month preceding the elimination of the Covered Benefit].
2. For the [fourth] and each subsequent Policy Months after this Policy ends, the Terminal Attachment Limit for such Policy Month is zero.

If more than one type of the Attachment Unit is utilized as stated in the applicable Rider information section of the Schedule (or an amendment), add all products of the multiplications for all identified types of the Attachment Unit together to arrive at the total amount of the Terminal Attachment Limit for such Policy Month.]

[TERMINAL ATTACHMENT LIMIT

applies exclusively to the Aggregate Excess Loss Insurance Policy with a Rider providing Terminal Protection, and is to be calculated monthly after the Policy ends as follows:

1. For each of the first [two] Policy Months after this Policy ends, multiply the appropriate Terminal Attachment Point (as shown in the applicable Rider information section of the Schedule or in an amendment) by the appropriate number of the Attachment Units on the first day of the [[second] prior] Policy Month[, and for Covered Benefits that were eliminated from the Plan during the [12] months preceding the termination of the Policy, on the [[second] prior] Policy Month preceding the elimination of the Covered Benefit].
2. For the [third] Policy Month after this Policy ends, multiply the appropriate Terminal Attachment Point (as shown in the applicable Rider information section of the Schedule or in an amendment) by the appropriate number of the Attachment Units on the first day of the [[third] prior] Policy Month[, and for Covered Benefits that were eliminated from the Plan during the 12 months preceding the termination of the Policy, on the [[second] prior] Policy Month preceding the elimination of the Covered Benefit].
3. For the [fourth] and each subsequent Policy Months after this Policy ends, the Terminal Attachment Limit for such Policy Month is zero.

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If more than one type of the Attachment Unit is utilized as stated in the applicable Rider information section of the Schedule (or an amendment), add all products of the multiplications for all identified types of the Attachment Unit together to arrive at the total amount of the Terminal Attachment Limit for such Policy Month.]

[TERMINAL ATTACHMENT LIMIT

applies exclusively to the Aggregate Excess Loss Insurance Policy with a Rider providing Terminal Protection, and means part of the Aggregate Excess Loss Insurance deductible amount which is the financial responsibility of the Policyholder and is to be calculated monthly after the Policy ends as follows:

1. For each of the first two Policy Months after this Policy ends, multiply (a),(b) and (c) below and divide by (d) below, where:
 - a. is the appropriate Terminal Attachment Points as shown on the Schedule of Insurance [provided to the Policyholder in writing]; and
 - b. is the sum of the amounts of Covered Benefits which includes Reimbursable Specific Losses during the final six Policy Months prior to termination of the Policy; and
 - c. is the arithmetic average of Employees covered on the first day of each of the last two Policy Months prior to termination of the Policy; and
 - d. is the arithmetic average of Employees over the final six Policy Months prior to termination of the Policy lagged by two months. This is calculated as follows:
(Number of Employees on the first day of the last 8 Policy Months) – (Number of Employees on the first date of the last 2 Policy Months) divided by 6.
2. For the third and each subsequent Policy Months after the Policy ends, the Terminal Attachment Limit for such Policy Month is zero.

[YOU, YOUR, POLICYHOLDER or POLICYHOLDER'S

means the Policyholder whose name is shown on the Policy's Cover Page.]]

[ARTICLE [III.] SPECIFIC EXCESS LOSS INSURANCE

The provisions under this Article [III] apply to You only if You are insured for the Specific Excess Loss Insurance (other than the [Split-Funded][Aggregating] Specific Excess Loss) as indicated in the Schedule or added by an amendment.

- [A. While the Policyholder's Specific Excess Loss Insurance remains in effect, [the Company will pay to the Policyholder, subject to the terms, conditions and limitations of the Policy, the Specific Excess Loss Insurance reimbursement due, if any, pursuant to Article [IX] - Claims Provisions.]

- [B. Subject to the Company's Limits of Liability (as shown in the Schedule), the Specific Excess Loss Insurance reimbursement for any Policy Year is equal to the Reimbursable Specific Losses.]

- [B. The provisions in this Section B apply to the Policyholder only if the Single-Level Specific Loss Coverage is selected by the Policyholder, as indicated in the Schedule:
 - 1. Subject to the Company's Limits of Liability, the Specific Excess Loss Insurance reimbursement for any Policy Year is equal to the Specific Reimbursement Percentage of the Reimbursable Specific Losses.
 - 2. The Company's Limits of Liability and Specific Reimbursement Percentage are as shown in the Schedule.]

- [C. The provisions in this Section [C] apply to the Policyholder only if the Multi-Level Specific Loss Coverage is selected by the Policyholder, as indicated in the Schedule:
 - 1. Subject to the Company's Limits of Liability, the Specific Excess Loss Insurance reimbursement for any Policy Year is equal to the sum of the products of the multiplications in all applicable coverage levels of each applicable Specific Reimbursement Percentage by the Reimbursable Specific Losses in each such applicable coverage level, as indicated in the Schedule.
 - 2. The Company's Limits of Liability, applicable Specific Reimbursement Percentages and applicable coverage levels of Reimbursable Specific Losses are as shown in the Schedule.]

- [D. This Policy does not provide any Specific Excess Loss Insurance protection after the end or termination of the Policy. The Company will not be liable to provide any Specific Excess Loss Insurance reimbursement to the Policyholder for any expenses incurred after the termination of the Policy or for any expenses incurred while the Policy was in effect but is paid after the termination of the Policy.]]

[ARTICLE [IV.] AGGREGATE EXCESS LOSS INSURANCE

The provisions under this Article [IV] apply to You only if You are insured for the Aggregate Excess Loss Insurance. However, the provisions in Section B. apply to You only if You are also insured for the Simple Aggregate Excess Loss Insurance. The information about these two conditions is indicated in the Schedule or added by an amendment.

- A. While the Policyholder's Aggregate Excess Loss Insurance remains in effect, the Company will pay to the Policyholder, subject to the terms, conditions and limitations of the Policy, the Aggregate Excess Loss Insurance reimbursement due, if any, pursuant to Article [IX] - Claims Provisions.
- B. Subject to Section C below:
 - 1. After the end of each Policy Year, except for the Policy Year specified in B.2. below, the Company will reimburse the Policyholder [the Aggregate Reimbursement Percentage of] the amount by which the Plan's total paid Covered Benefits during the Policy Year exceed the Annual Attachment Limit for such Policy Year.
 - 2. If the date the Policy ends does not coincide with the Policy Expiration Date, after the end of such final Policy Year:
 - a. The Company will reimburse the Policyholder [the Aggregate Reimbursement Percentage of] the amount by which (i) the result of the Plan's total paid Covered Benefits during the final two Policy Years minus the total reimbursement previously paid to the Policyholder for the Policy Year prior to the final Policy Year, exceeds (ii) the sum of the Annual Attachment Limits for the final two Policy Years.
 - b. If the amount calculated pursuant to B.2.a. above is less than zero, the Policyholder shall pay the Company the total reimbursement previously paid to the Policyholder for the Policy Year prior to the final Policy Year.
 - c. The Policyholder's repayment as required in B.2.b. above will not exceed the amount by which the sum in B.2.a. (ii) is greater than the resultant amount in B.2.a.(i).
 - d. The Policyholder agrees to repay the amount calculated pursuant to in B.2.b. & B.2.c. above within [ten] days of written notice from the Company of the amount due. If repayment is not made within such period, interest at an annual rate equal to the prime rate as established by the [(insert name, city, state of appropriate bank) or its successor bank] plus one percentage point will be added to the amount due and must be paid to the Company. The Company, at its option, may in lieu of requesting repayment, reduce the repayment amount from any reimbursement under the Aggregate and/or Specific Excess Loss Insurance, if any.
- C. The Company's liability to reimburse the Policyholder is limited to the Company's Limits of Liability as shown in the Schedule.
- [D. This Policy contains Terminal Protection only if You elected a Rider that describes such Terminal Protection. [If You did not elect such a Rider, you may elect such a Rider on Your next Renewal Date and Terminal Protection will become effective 12 Policy Months thereafter. If you terminate this Policy before the expiration of the 12th Policy Month after the Renewal Date, the Terminal Protection will not become effective. You may delete Terminal Protection from this Policy by sending a written request to the Company in which case the deletion will take effect at the end of 12 months after the end of the Policy Year in which the written request was received by the Company.]]

[ARTICLE [V.] LIMITATIONS & EXCLUSIONS OF COVERAGE

- A. The Company shall have no obligation under this Policy to directly pay any Covered Person or provider of professional or medical services or supplies for any benefit which the Policyholder has agreed to provide under the terms of the Plan. This Policy is solely between the Company and the Policyholder, and shall not create any rights or legal relationship between the Company and any Covered Person or agent, assignee or beneficiary thereof. The Company's sole liability hereunder is to the Policyholder, subject to the terms, conditions and limitations of this Policy.
- B. Expenses incurred for or in connection with the following, as reasonably determined by the Company, will not be considered Covered Benefits under this Policy and the Company shall not be liable to reimburse the Policyholder or any person for any such expenses:
- [1. For expenses incurred while the Plan's coverage is not in force with respect to the Covered Person.]
 - [[2.] For expenses which are not covered, are not payable, or are in excess of the amount payable, under the exclusions, terms, provisions and claims submission limitation period of the Plan.]
 - [[3.] For fees or expenses in connection with any managed care or catastrophic case management programs [not specifically contained in the Plan], unless provided otherwise in a Rider or unless the Company has agreed in writing in advance to cover such specific fees, expenses or payment.]
 - [[4.] For expenses to the extent the Policyholder or Plan receives any payment or receives a reduction in charges because of a PPO, [EPO,] other managed care arrangement, claims reduction negotiation program, a coordination of benefits provision in the Plan or any right of recovery or subrogation.]
 - [[5.] For or in connection with procedures, drugs or treatment methods that are deemed Experimental, Investigational or Unproven, [as defined in the Plan] except to the extent agreed to otherwise in writing in advance by the Company.]
 - [[6.] For any liability due to war, declared or undeclared, or any riots.]
 - [[7.] For any liability or obligations assumed by the Policyholder under any contract or service agreement other than the Plan.]
 - [[8.] For any expenses incurred for or in connection with conditions, injuries or illnesses sustained or suffered in employment or activities for pay, profit or gains.]
 - [[9.] For cost of the administration of claims payments or expense of litigation with individual claimants, service or professional providers relating or unrelating to benefits under the Plan including, but not limited to, costs of defense and liability for punitive or exemplary or extracontractual damages.]
 - [[10.] For liabilities, expenses, losses or fines which are based upon noncompliance or violation of any court judgment or order, any federal or state statute, rule, or regulation.]
 - [[11.] For premium or surcharge payment, other assessments, or similar payment obligations regardless of what their title is and regardless of who or what entity the designated payee is, as levied by any local, state or other governmental unit against the Plan, Policyholder or Company, unless the Company has agreed in writing in advance to cover such specific payment.]
 - [[12.] [For expenses in excess of the Reasonable and Customary Charge as defined in the Policy.] [For expense in excess of the usual and customary charges for the locality where administered.]

[13.] For expenses or losses that were caused by a wrongful, criminal or tortuous act of any person or entity and for which the Policyholder or Plan released such person or entity from its legal liability without just compensation to the Plan.]

[[14.] For liabilities which are non-pecuniary in nature (not having a monetary value).]

[[15.] For expenses or claims paid by any person or entity other than [the Policyholder's designated TPA approved by] the Company, unless the Company has agreed in writing in advance to cover such specific payment.]

[[16.] With respect to Specific Excess Loss Insurance, for expenses incurred for third party vendor prescription drug coverage; [for dental, vision, or weekly indemnity (short term disability) coverage;] [for health conversion charges;] for health care surcharges imposed by or authorized by any local, state or federal authority; and for capitation or provider bonus payments.]

[C. Subject to the provisions of any Rider that provides Terminal Protection, after the termination of this Policy, the Company will not be liable for any further payments under this Policy regardless of the date that the underlying benefit claim was incurred or submitted to the [TPA] [Company], provided that the [TPA] [Company] has not intentionally delayed processing the claim.]]

[D. If this Policy contains provisions on the Company's Limits of Liability, including (but not limited to) any limits on Maximum Amounts of Specific Reimbursement, [Maximum Amount of combined Specific Reimbursement] and Maximum Amount of Aggregate Reimbursement amount, the Company is not liable to reimburse the Policyholder or any person for any expenses or Covered Benefits that exceed any of such limitations.

[ARTICLE [VI.] TERMINATION OF POLICY

The Policy and all coverages hereunder will terminate upon the earliest of the following dates.

- [[A.] Except as provided under the Grace Period Section under Article [VII], at the end of any period for which the last premium is paid.]
- [[B.] Except to the extent of coverage provided under the Terminal Aggregate Liability Protection feature as described in the appropriate Rider, if such Rider applies to You, the date the Policy ends.]
- [[C.] The date of termination of the Plan.]
- [[D.] The Expiration Date of the Policy unless the Policy is renewed pursuant to the Renewal Section under Article [VIII].]
- [[E.] The date of cancellation of the administrative services agreement between the Policyholder and [its designated TPA,] [the Company] [unless the Company has, prior to such cancellation, consented in writing to the Policyholder's designation of successive TPA].]
- [[F.] If any state or other jurisdiction enacts a law which prohibits the continuance of this Policy, or the existing law is interpreted to so prohibit the continuance of this Policy, as reasonably determined by the Company, the Policy shall terminate automatically as to such time or jurisdiction on the effective date of such law or interpretation.]
- [[G.] The Policyholder may terminate this Policy at any time by giving written notice to the Company at least [[45] days] in advance of such date.]
- [[H.] The Company may terminate this Policy:
 - [1. On any Expiration Date of the Policy, by giving written notice to the Policyholder at least [[45] days] prior to such date[;]]
 - [[2.] Immediately upon written notice to the Policyholder in the event the Policyholder files a petition for bankruptcy or for voluntary reorganization for the benefit of creditors, or is the subject of an involuntary petition for bankruptcy. However, such termination will not relieve the Company from its liability existing prior to the date of termination[;]]
 - [[3.] Immediately upon written notice to the Policyholder of the discovery of the Policyholder's material misrepresentation which affects the insurability of the risk[;]]
 - [[4.] Retroactively to the Policy Effective Date or the latest Renewal Date as applicable, upon written notice to the Policyholder, if it is discovered that the Policy was obtained or was renewed through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk assumed by the Company[;]]
 - [[5.] Immediately upon written notice to the Policyholder if the Policyholder fails to comply with any material term of this Policy[;] [and]
 - [[6.] Immediately and without notice upon Company's receipt of information [from Policyholder's TPA] that the Policyholder has failed to fund its Bank Account established to pay benefits under its Plan or if the [TPA] [Company] has had any checks issued for benefit payments which have been returned for non-sufficient funds.

[If this Policy terminates for any reason, the Policyholder shall remain liable for any unpaid amounts that have accrued under this Policy including amounts accrued during the grace period.]]

[ARTICLE [VII.] PREMIUM PROVISIONS

- A. **PREMIUM DUE DATE AND PAYMENT:** The [first] premium is due on the [Effective Date of this Policy]. Future premiums are due on the first day of each subsequent Policy Month. All premiums shall be paid in U.S. currency to the Company [at its [Executive Office in Greenwood Village, Colorado] [Administrative Office in Greenwood Village, Colorado] [St. Louis, Missouri Regional Operations Center Office] [through the Company's activation of fund transfer from the Policyholder's Transfer Account]]. Premiums are not considered paid until the full premium payment is received by the Company. [The Policyholder will make funds available in the Transfer Account as specified in the Administrative Services Contract that are sufficient to honor all of the Policyholder's obligations under this Policy.]
- B. **GRACE PERIOD:** A Grace Period of 31 days from the due date will be allowed for the payment of each premium after the first premium payment. During the Grace Period, the coverage will remain in effect provided that the premium is paid before the end of the Grace Period. If the Policyholder does not pay the premium during the Grace Period, [because there are not sufficient funds (NSF) in the Policyholder's Transfer Account during the Grace Period], this Policy will terminate without further notice retroactively to the date for which premiums were last paid.
- C. **COMPUTATION OF PREMIUMS:** Monthly premium for each Categorized Coverage will be computed as stated in the Schedule. [Add all monthly premiums for all Categorized Coverages together, as applicable to the Policyholder, to arrive at the total monthly premiums for the Policyholder.] [The total monthly premium is the sum of all Categorized Coverages together, as applicable to the Policyholder.]
- D. **[PREMIUM REFUNDS:** Any error in or correction to any premium paid must be reported to the Company promptly. The premiums will be adjusted retroactively to reflect the change(s). For a decrease in premium, or termination of insurance, a credit will be given only for the 2-month period prior to receipt of such notice.]
- E. **CHANGES IN RATES, FACTORS, CALCULATION OF MONTHLY ATTACHMENT LIMIT AND POINTS:** The Company reserves the right to change any premium rates, factors, Monthly Attachment Limit calculation[,] [and] points [and Specific Deductible Amount(s)] on any of the following dates:
1. On the date when the terms of this Policy are changed;
 2. On any Anniversary Date of the Policy [following the Policy Expiration Date] (however, any such change which represents an increase in rates, factors, points, or Specific Deductible Amount(s), will not become effective until after the date which is [[30] days] after the Company has given written notice to the Policyholder informing the Policyholder of the increase);
 3. On the effective date of any change to the Plan that materially effects benefits provided under the Plan;
 4. On the first day of a month, regardless of Policy Year, following a change in Policyholder's primary business or in Policyholder's geographical location;
 5. On the date the Policyholder adds to or deletes from this Policy a subsidiary or affiliated companies or divisions. The addition or deletion may only occur with the Company's prior approval;
 6. On the first day of a month following a change in the number of Covered Persons under the Plan if such change exceeds [10%] from the prior month in any Policy Month or [25%] [20%]over any [three] consecutive Months regardless of Policy Year; and

7. On any date that the Policyholder requests the addition of a Covered Person who should have been included as a Covered Person earlier, such change to be retroactive to the date the Covered Person should have been included; provided, however, that Company reserves the right to consider that such Covered Person shall be included under this Policy no earlier than [[60] days] [2-months] prior to the Policyholder's request to add the person(s).]

[ARTICLE [VIII.] MISCELLANEOUS PROVISIONS

- [A. RENEWAL: On each Policy Anniversary Date [after the end of the 1st [two-year] term], this Policy is renewable. Should the Policy be renewed, the renewal coverage will be based on the terms and conditions then as agreed upon by the Company and the Policyholder; such renewal coverage and its applicable detailed data will be as set forth in writing provided by the Company to the Policyholder. The Policyholder's payment of a premium that becomes due for a period after the beginning of a renewal coverage is considered the Policyholder's agreement to and acceptance of the renewal terms and conditions as set forth in writing by the Company to the Policyholder.
- [[B.] ENTIRE CONTRACT: This Policy together with the submitted Disclosure Form, if any, and [the Policyholder's applications, if any, attached hereto and] the Policyholder's Plan, a copy of which is attached hereto or on file, or details of such being kept in records with the Company or, if so approved by the Company, with the Policyholder's designated TPA, and [any Renewal Schedule], Riders, amendments, addenda, appendices and supplements attached hereto constitute the entire contract regarding the Excess Loss Insurance between the parties. In the event of a conflict between the provisions of the Plan and the provisions of this Policy, the latter shall prevail.
- [[C.] CONCEALMENT OR MISREPRESENTATION: The Company, in its issuance [or renewing] of this Policy, has relied upon the underwriting information [(including the information provided in the Disclosure Form if such form submission is required)] as provided by the Policyholder, its authorized representative, [its Third-Party Administrator,] and its agent or broker. The Policyholder represents that such information is complete and accurate. The Policy [or its renewal coverage] will be void if the Company finds out that the Policyholder or any of the above specified person or entity has concealed or misrepresented any material fact or circumstance concerning this coverage [or the Disclosure Form's required information], either intentionally or due to failure to conduct a thorough review of all pertinent records and claims data. The Company's liability for the void period will be limited to return of paid premium after deducting the amount of reimbursements made to the Policyholder prior to the date of termination. If the amount of reimbursement paid to the Policyholder exceeds the paid premium, the Policyholder will pay to the Company the difference. In lieu of voiding the Policy, the Company may, at its option, either deny a claim, rescind part of coverage reasonably concluded by the Company to be affected by the concealment or misrepresentation, or re-underwrite coverage under the Policy. [In the event that the Policyholder formally or informally delegates to any proposed Covered Persons its duty to disclose required information, such person is considered the Policyholder's authorized representative and such person's concealment or misrepresentation of material information can be used by the Company to deny a claim, rescind or re-underwrite any affected coverage as if the concealment or misrepresentation was that of the Policyholder.]
- [[D.] DATA REQUIRED: The Policyholder shall maintain adequate records regarding administration of the Plan covered under this Excess Loss Insurance Policy. The Policyholder must maintain records of all Covered Persons under the Plan during the period the Policy is in effect and for a period of seven years after the end of the Policy. Upon request by the Company, the Policyholder shall make available to the Company any such records and information deemed necessary for the Company's administration of this Excess Loss Insurance Policy. The Company may periodically examine any of the Policyholder's records relating to the coverage under this Policy and any claims filed under the Plan, and as a result of any examination of the Policyholder's records shall be entitled to readjust premiums, attachment points, deductibles, attachment limits, claim limits or reimbursements paid as may be necessary to reflect the true intent of this Policy. This provision shall survive the termination of this Policy.]

[[E.] CLERICAL ERROR: Clerical error whether by the Policyholder or by the Company in keeping any records pertaining to the coverage will not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated, but no such error shall expand the Company's obligations under this Policy.

[[F.] NOTICE: All notices and communications required under the terms of this Policy shall be given in writing by one party addressed to the other [as follows:

1. Notices to the Company, to the following address, or other address as the Company may from time to time specify to the Policyholder in a written notice:
[Connecticut General Life Insurance Company
900 Cottage Grove Road
Hartford, Connecticut 06152]
2. Notices to the Policyholder, to the Policyholder's address specified in the Schedule, or other address as the Policyholder may from time to time specify to the Company in a written notice. *(delete item 3. if the Company is the TPA)*
3. In addition, for purposes of this Policy, notices to the Policyholder's TPA (except if the Company is designated as the TPA), are considered notices to the Policyholder.]]

[[G.] THIRD PARTY BENEFICIARIES: It is expressly understood and agreed that the enforcement of the terms conditions and provisions of this Policy and all rights of action relating to such enforcement, shall be strictly reserved to the Policyholder and the Company. Nothing contained in this Policy shall give or allow any claim or right of action whatsoever by any employees of the Policyholder, any Covered Persons under the Plan, any providers, any other third person or entity, or any of their heirs or assignees. It is the express intention of the Policyholder and the Company that any such person or entity, other than the Policyholder or the Company, receiving any benefits directly or indirectly under this Policy shall be deemed an incidental beneficiary only.

[[H.] HOLD HARMLESS: The Policyholder agrees to hold harmless and indemnify the Company against any surcharge payment obligations, levies, taxes or other assessments based on benefit payments or number of Plan's Covered Persons or on any other basis imposed by any local, state or other governmental unit (except for taxes on insurance premiums received under this Policy as described in Article [VII]) made against the Company by any governmental unit.]

[[I.] AMENDMENT TO THE PLAN: No change in benefits payable under the Plan or any amendment to the Plan will be binding on the Company until such change or amendment is approved in writing by the Company. [In the event the Company does not approve a Plan amendment] the Company's reimbursement liability will be limited to the Plan provisions in effect prior to the change or amendment.]

[[J.] POLICYHOLDER'S THIRD PARTY ADMINISTRATORS (collectively "TPA"): Without waiving any of its rights or remedies under this Policy, the Company agrees to accept the Policyholder's request that the Company recognize the Policyholder's TPA, whose name(s) are indicated in the Schedule, as agents of the Policyholder for purposes of this Policy. Duties that the TPA is authorized and assigned to perform, on behalf of the Policyholder, include, but are not limited to, submitting proofs of loss, warranting the payment of prior claims, transmitting payment of premiums due the Company and receiving payments from the Company. Any payments by the Company to the TPA shall be construed as payments to the Policyholder. The Policyholder hereby holds the Company harmless from any liability arising from or related to any negligence, error, omission or defalcation by the TPA.

Unless the Company is appointed the Policyholder's TPA, the TPA shall not be considered an agent of the Company.]

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- [[K.] CONFORMITY WITH THE LAW: If any provision of this Policy at time of issue is contrary to any law to which it is subject, that provision is changed to meet the law's minimum requirements.]
- [[L.] LEGAL ACTION: No action at law or in equity shall be brought to recover on this Policy prior to the expiration of [[60] days] after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of [three] years after the time written proof of loss is required to be furnished.]
- [[M.] AMENDMENTS TO THE POLICY: Only the President, a Vice President, the Secretary or an Assistant Secretary of the Company have the authority, by a signed agreement, to accept a premium in default; extend the time for premium payment; waive the Company's rights; bind the Company by any promise with respect to benefits; or accept any application. No alteration to this Policy shall be valid unless amended on or attached to this Policy. Notwithstanding anything in this Policy to the contrary, Company reserves the right to amend the Policy at any time on [[90] days] advance written notice, such amendment to be effective [at the expiration of said [[90] days] [at the next renewal date].]
- [[N.] OFFSET: The Company shall be entitled to offset payments due to the Policyholder under this Policy against premiums due and unpaid by the Policyholder to the Company.]
- [[O.] ASSIGNMENT: Except as authorized under Section [H] of Article [VIII], any assignments of this Policy or of any rights hereunder shall be void and of no force or effect.]
- [[P.] NOT WORKERS' COMPENSATION: The coverage provided under this Policy applies only to benefits under Your Plan of benefits for non-occupational accidents or illnesses. It is not the intent of this Policy to provide benefits or coverage under any Plan in lieu of Worker's Compensation Insurance.]
- [[Q.] NON-PARTICIPATION IN DIVISIBLE SURPLUS: This Policy does not provide for any Policyholder 's right to participate in the Company's divisible surplus.]]

[ARTICLE [IX.] CLAIMS PROVISIONS

- A. NOTICE AND PROOF OF CLAIM: The Policyholder shall give written notice of claims to the Company in a form satisfactory to the Company within [[30] days] of the date the Policyholder becomes aware of the existence of facts that would reasonably suggest the possibility that Covered Benefits will be incurred which are covered by this Policy.

[In addition, if this Policy includes Specific Excess Loss Insurance, the Policyholder or the TPA on behalf of the Policyholder, shall provide preliminary notification to the Company within [[30] days] after the date benefits under the Plan have been incurred by a Covered Person which are equal to or exceed 50% of the Specific Deductible Amount(s), or has the potential to exceed 50% of the Specific Deductible. Failure to give prompt notice may result in an adjustment in the Excess Loss reimbursement, if any, to reflect any savings that the Company could have obtained had a prompt notification been given.]

The Policyholder or the TPA on behalf of the Policyholder shall submit on a timely basis, but not later than [six – 15 months] after the date that written notice of claims is otherwise required, all proofs, reports and documents supporting a claim as requested by the Company, including but not limited to, periodic estimates of claims pending under the Plan. [The failure by the Policyholder or the TPA on behalf of the Policyholder to submit the required proof of claim within the time specified above will result in the Company's denial of such claim, whether or not the failure has prejudiced the Company.]

[Any claim that has not been submitted, remains incomplete, or not processed by the TPA [for more than [90 days]] after the last date for which benefits under the Plan can be reimbursed under the terms of this Policy will be denied, whether or not the delay has prejudiced the Company. Failure of the Policyholder or the TPA on behalf of the Policyholder, to file a complete claim in a timely manner may result in an adjustment in the Excess Loss reimbursement to reflect any savings that the Company could have obtained had a timely claim filing taken place pursuant to this provision.]

[The Policyholder shall give written notice of claims to the Company in a form satisfactory to the Company. If the Policyholder designates the Company as the claims processor, the Policyholder's duty to notify and submit proof of claim is considered to have been delegated to the Company.]

- B. PAYMENT OF CLAIMS: Contingent upon the Company's receipt of the Policyholder's timely submitted notice and satisfactory proof of claim as described in Section A. above, the Company will thereafter pay to the Policyholder any Excess Loss Insurance reimbursement due within a reasonable time, but not to exceed [[60] working] days.
- [C. ADJUDICATION OF CLAIMS: Notwithstanding anything in this Policy to the contrary, the Company shall have no obligation for the settlement or adjustment of claims filed by Covered Persons under the Policyholder's Plan. [The Company shall be entitled to review each claim for reimbursement by the Policyholder's TPA, to determine whether the Policyholder is entitled to reimbursement under this Policy with respect to such claim.] Any determination by the Company as to the availability or extent of coverage with respect to any claim for reimbursement under this Policy shall not be deemed binding or conclusive on the underlying claim filed by Covered Persons against the Plan. The Policyholder shall always have the final right to determine the availability or extent of benefits payable under this Plan and the Company shall always have the final right to determine the availability and extent of coverage to the Policyholder under this Policy.]
- [C. ADJUDICATION OF CLAIMS: the Company shall have no obligation for the settlement or adjustment of claims filed by Covered Persons under the Policyholder's Plan. The Policyholder shall always have the final right to determine the availability or extent of benefits payable under its Plan and the Company shall always have the final right to determine the availability and extent of coverage to the Policyholder under this Policy.]
- D. WARRANTY: The Policyholder[, or the TPA on behalf of the Policyholder,] warrants that upon presentation of a Proof of Loss to the Company all monies necessary to pay for services and supplies covered under the Plan have been paid to the respective providers of medical services or supplies to which the claim for reimbursement relates.
- [E. AUDITS: The Company or its authorized representative shall have the right to inspect and audit all records and procedures of the Policyholder [and its TPA] and to require, upon request, proofs of records satisfactory to the Company that payment has been made to the Covered Person or the provider of such services or benefits which are the basis for any claim by the Policyholder under this Policy.]
- [F. RECOVERIES AND SUBROGATION: Upon payment made under this Policy and as security for the Policy's right to reimbursement to the extent of its payments, the Company will be subrogated to the Covered Person's and the Policyholder's rights of recovery against any third party causing the injury or sickness for which the claim is made. In the event of any payment under this Policy to the Policyholder, as Excess Loss reimbursement for Covered Benefits paid on the account of expenses incurred on behalf of a Covered Person, the Company shall be subrogated to all the rights of recovery therefor against any person or organization. The Company shall be entitled to reimbursement, net of expense of recovery, from the first dollars to be paid to or received by a Covered Person or the Policyholder from a settlement or judgment from a third party.

The provisions in this Section RECOVERIES AND SUBROGATION shall survive beyond the termination of this Policy.]

[G.] RECOVERY OF OVERPAYMENT: If the Company reimbursed You more than it should have, the Company has the right to recover the excess amount directly from You.

The provisions in this Section RECOVERY OF OVERPAYMENT shall survive beyond the termination of this Policy.

[H.] INSOLVENCY: In the event of the insolvency or bankruptcy of the Policyholder, all reimbursements made or becoming due after the effective date of this Policy shall be payable by the Company on the basis of the amount of liability of the Plan under the terms and conditions of this Policy as finally determined in the liquidation or receivership proceeding without diminution because of the insolvency or bankruptcy of the Policyholder. Such amount shall be paid directly to the Policyholder or its liquidators, receiver, or other statutory successor. The Company shall be discharged from its obligations under this Policy to the extent of such payments.

Nothing in this Section shall increase the Company's liability beyond that which would have existed had the Policyholder not become insolvent or bankrupt.]

[RIDER #A.1: SPECIAL COVERAGE EFFECTIVE DATE

This Rider applies to You only if it is so specified in the Schedule or otherwise added by Amendment.

This Rider forms a part of Excess Loss Insurance Policy number: [*enter policy number*] to which it is attached and modifies the Policy to the extent provided below. All the terms and conditions of the Policy, not in conflict with this Rider, remain in effect.

- A. [Subject to the Disclosure Form(s) submitted,] the definition of "Actively at Work Requirements" contained in the Policy shall not apply.
- B. For purposes of the Excess Loss Insurance [and subject to the Disclosure Form information described above], the term "Covered Persons" means all persons who are in a class or classes of persons included for coverage under this Policy who are eligible for coverage and are validly covered under the Policyholder's Plan in accordance with the Plan's provisions during the period while the Policy is in effect.]

[RIDER #A.2: COVERAGE EXCLUSION

This Rider applies to You only if it is so specified in the Schedule or otherwise added by Amendment.

This Rider forms a part of Excess Loss Insurance Policy number: *[enter policy number]* to which it is attached and modifies the Policy to the extent provided below. All the terms and conditions of the Policy, not in conflict with this Rider, remain in effect.

Notwithstanding any provision or Rider to the contrary, the following person(s) is/are not included as Covered Person(s) for purposes of the Excess Loss Insurance Policy: *[list individuals here]*

[RIDER #A.3: SPECIFIC EXCESS LOSS COVERAGE EXCLUSION

This Rider applies to You only if it is so specified in the Schedule or otherwise added by Amendment.

This Rider forms a part of Excess Loss Insurance Policy number: *[enter policy number]* to which it is attached and modifies the Policy to the extent provided below. All the terms and conditions of the Policy, not in conflict with this Rider, remain in effect.

- A. Notwithstanding any provision or Rider to the contrary, the person(s) who is/are identified in B below, is/are not included as Covered Person(s) for purposes of the Specific Excess Loss Insurance coverage under the Policy. However, they are included as Covered Person(s) under the Aggregate Excess Loss Insurance. Expenses incurred by these Covered Person(s), to the extent that they meet the Policy's definition of Covered Benefits for Aggregate Excess Loss Insurance purposes, are included for coverage under the Aggregate Excess Loss Insurance.

- B. Person(s) covered under this Rider: *[list individuals here]*]

[RIDER #A.4: REVISED SPECIFIC DEDUCTIBLE AMOUNT

This Rider applies to You only if it is so specified in the Schedule or otherwise added by Amendment.

This Rider forms a part of Excess Loss Insurance Policy number: *[enter policy number]* to which it is attached and modifies the Policy to the extent provided below. All the terms and conditions of the Policy, not in conflict with this Rider, remain in effect.

A. For purposes of the Specific Excess Loss Insurance:

1. in lieu of the Individual Specific Deductible Amount shown in the Schedule, the revised Individual Specific Deductible Amount specified in A. 2. below applies to expenses, otherwise considered Covered Benefits, incurred by Covered Person(s) who is/are identified in A.2. below;
2. Covered Benefits incurred by the following Covered Person(s) are subject to the revised Individual Specific Deductible Amount as shown next to the name of such person:

Name of excluded person: *[enter individuals name]*

[\$[insert amount of Individual Specific Deductible Amount]

B. If the Policyholder is also insured for the Aggregate Excess Loss Insurance, the term Covered Benefits used in such Aggregate Excess Loss Insurance does not include any amount incurred by the Covered Person(s) identified in A above which exceeds the Individual Specific Deductible Amount shown in the Schedule.]]

[RIDER #A.5: EXPANDED DEFINITION OF COVERED BENEFITS TO COVER CERTAIN MANAGED CARE FEES

Each section of the provisions in this Rider applies to You only if it is so specified in the Schedule or otherwise added by Amendment.

This Rider forms a part of Excess Loss Insurance Policy number: *[enter policy number]* to which it is attached and modifies the Policy to the extent provided below. All the terms and conditions of the Policy, not in conflict with this Rider, remain in effect.

Notwithstanding any provision to the contrary, the Company agrees to consider the following expenses incurred in connection with the Plan's benefit coverage as "Covered Benefits" includable under Your Excess Loss Insurance Policy as follows:

[[A.] Yes No ["Selected Specialty Centers,"] described below, applies to You:

Certain covered expenses incurred for organ or tissue transplantation ("Transplant Services") provided by any Participating Provider under the [Selected Specialty Centers] program are included as "Covered Benefits" under the Excess Loss Policy on the following basis:

1. For any covered expenses to be included as Covered Benefits under this Policy, the Transplant Services:
 - a) must not be initiated prior to the Effective Date of the Policy; and
 - b) must be performed or rendered while the Policy is in effect.

The term "Covered Benefits" does not include any expenses incurred for services or supplies after the Policy ends, whether or not such services and supplies are related to the Transplant Services initiated and/or performed while the Policy was in effect.

2. Covered expenses are considered to include access fees and other related service charges incurred by or on behalf of a Covered Person.
3. [Selected Specialty Centers] Provider Access Fees (and other service fees related thereto not included in 4. below):
 - a) are considered "incurred" on the invoice date of such fees; and
 - b) are considered "paid" on the check issue date [as prepared by the TPA for payment of such fees], provided that:
 - i) such check is issued and placed in the United States mail or other means of delivery to the payee within two calendar weeks of the payment due date; and
 - ii) sufficient funds are then available to cover such payment.

4. Provider's Charges for Organ Transplant Services:

Each payment, installment payment, phase payment, per diem payment, or payment on other payment modes as set forth in the Participating Provider's schedule of payment is treated as a separate "claim," and:

- a) is considered "incurred" on the date the Plan [or the TPA (on behalf of the Plan)] becomes contractually liable for the payment due; and
- b) is considered "paid" on the check issue date [as prepared by the TPA for such payment], provided that:
 - i) such check is issued and placed in the United States mail or other means of delivery to the payee within two calendar weeks of the payment due date; and
 - ii) sufficient funds are then available to cover such payment.]

[[B.] Yes No "Claim Reduction Negotiation Service," described below, applies to You:
[Yes] [No] [Multi-Plan Service] (*insert name of service*) applies to You
[Yes] [No] [Healthy Directions] (*insert name of service*) applies to You
[Yes] [No] Other Vendor Service applies to You

Reasonable service fees payable to a claim reduction negotiation service vendor ([[Multi-Plan], [Healthy Directions]] (*insert name of service*) or other similar vendor as agreed to by the Company) contracted with the Plan or the Plan Claim Administrator, on behalf of the Plan, are included as "Covered Benefits" under the Excess Loss Insurance Policy on the following basis:

- 1. are considered "incurred" on the invoice date of such fees; and
- 2. are considered "paid" on the check issue date [as prepared by the TPA for payment of such fees], provided that:
 - a) such check is issued and placed in the United States mail or other means of delivery to the payee within two calendar weeks of the payment due date; and
 - b) sufficient funds are then available to cover such payment.]

[[C.] Yes No "Subrogation and Recovery Service," described below, applies to You:

Reasonable service fees payable for the Subrogation and Recovery Service under the separate Administrative Services (ASO) Agreement between the Company and the Policyholder are included as "Covered Benefits" under the Excess Loss Policy on the following basis:

- 1. are considered "incurred" on the date the claim, upon which the Subrogation and Recovery Service fees are due, is recovered by the service vendor; and
- 2. are considered "paid" on the date such fee payment is deducted from the recovery amount as authorized under the ASO Agreement or, if no deductions are made, on the check issue date [as prepared by the TPA for payment of such fees,] provided that:
 - a) such check is issued and placed in the United States mail or other means of delivery to the payee within two calendar weeks of the payment due date; and
 - b) sufficient funds are then available to cover such payment.]]

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[Rider # B.1 AGGREGATING SPECIFIC EXCESS LOSS COVERAGE

This Rider applies to You only if it is so specified in the Schedule or otherwise added by Amendment.

This Rider forms a part of Excess Loss Insurance Policy number: *[enter policy number]* to which it is attached and modifies the Policy to the extent provided below. All the terms and conditions of the Policy, not in conflict with this Rider, remain in effect.

Article - Specific Excess Loss Insurance is superseded by the following provisions:

- A. While the Policyholder's Specific Excess Loss Insurance remains in effect, the Company will pay to the Policyholder, subject to the terms, conditions and limitations of the Policy, the Specific Excess Loss Insurance reimbursement as determined pursuant to provisions of this Rider, and in accordance with Article - Claims Provisions.
1. In exchange for a reduction in the Specific Excess Loss Insurance premium, the Policyholder agrees to be liable for the Additional Specific Retention in Cumulative Reimbursable Specific Losses, and the Company will not be liable to the Policyholder for any Specific Excess Losses until the Policyholder has paid out of its own pocket in the Policy Year this Additional Specific Retention in full.
 2. Subject to the Company's Limits of Liability and subject to 1. immediately above, the Specific Excess Loss Insurance reimbursement for any Policy Year is equal to the Specific Reimbursement Percentage of the Reimbursable Specific Losses. Any amounts which are included in the Policyholder's Additional Specific Retention, as described in 1. above, are not eligible for reimbursement under this paragraph 2.
- B. The Company's Limits of Liability, Specific Reimbursement Percentage and Policyholder's Additional Specific Retention are as shown in the Schedule.
- C. For purposes of this Rider,
1. "Cumulative Reimbursable Specific Losses" means the cumulative amount of otherwise Reimbursable Specific Losses in the Policy Year with respect to one or more Covered Persons under the Plan.
 2. "Additional Specific Retention" means the amount of Cumulative Reimbursable Specific Losses that the Policyholder agrees to be liable as its additional retention. This amount is specified in the Schedule. The Company will not be liable to reimburse the Policyholder for this amount.
- [D. If the Policyholder is also insured for the Aggregate Excess Loss Insurance, the term "Covered Benefits" used in such Aggregate Excess Loss Insurance does not include the Additional Specific Retention assumed by the Policyholder under this Rider.]]

[RIDER #C.1: MULTI-LEVEL REIMBURSEMENT FOR AGGREGATE EXCESS LOSS

This Rider applies to You only if it is so specified in the Schedule or otherwise added by Amendment.

This Rider forms a part of Excess Loss Insurance Policy number: *[enter policy number]* to which it is attached and modifies the Policy to the extent provided below. All the terms and conditions of the Policy, not in conflict with this Rider, remain in effect. The provisions and terms of this Rider shall, to the extent necessary, survive beyond the date the Policy ends.

- A. Wherever in the Policy and in any other attached Riders a reference is made to the "Aggregate Excess Reimbursement Percentage," such term and its meaning are modified to mean the varying percentages at which the Company will reimburse the Policyholder for otherwise applicable Aggregate Losses at the different levels pursuant to the following table:

[For the applicable Aggregate Losses between *[[*\$1 to *[\$500,000]]*, the applicable Aggregate Excess Reimbursement Percentage at which the Company will reimburse the Policyholder is *[xx%]*.]

[For the applicable Aggregate Losses between *[[*\$500,001 to *[\$2 million]]*, the applicable Aggregate Excess Reimbursement Percentage at which the Company will reimburse the Policyholder is *[xx%]*.]

[For the applicable Aggregate Losses between *[[*\$2 million and *[\$1]* to *[\$5 million]]*, the applicable Aggregate Excess Reimbursement Percentage at which the Company will reimburse the Policyholder is *[xx%]*.]

[For the applicable Aggregate Losses *[[over \$ 5 million]]*, the applicable Aggregate Excess Reimbursement Percentage at which the Company will reimburse the Policyholder is *[xx%]*.]

- B. The total amount of the Aggregate Excess Reimbursement as provided in this Rider is subject to the Company's Limits of Liability as shown in the Schedule.]

[RIDER #C.2: SPECIFIC CLAIMS INCLUDED IN TERMINAL AGGREGATE EXCESS LOSS

This Rider applies to You only if it is so specified in the Schedule or otherwise added by Amendment.

This Rider forms a part of Excess Loss Insurance Policy number: *[enter policy number]* to which it is attached and modifies the Policy to the extent provided below. All the terms and conditions of the Policy, not in conflict with this Rider, remain in effect. The provisions and terms of this Rider shall survive beyond the date the Policy ends.

- A. The provisions in this Rider apply exclusively to the Terminal Protection portion of the Aggregate Excess Loss Insurance as described in another Rider attached to this Policy.
- B. After the end of this Policy for any reason except the Policyholder's insolvency or failure to pay premium on time, the term "Covered Benefits" as contained in the Policy is modified to mean:

Expenses incurred by a Covered Person which are:

- 1. **included** in the class or classes of Covered Benefits shown in the Schedule; and
- 2. **covered** under the terms of the Plan, taking into account all of the exclusions and limitations in the Plan; and
- 3. **incurred:**
 - i) during the Expense Incurral Period shown in the Schedule or during the Run-In Expense Incurral Period, if applicable as shown in the Schedule; and
 - ii) prior to the date this Policy ends; and
- 4. **paid** during the Expense Payment Period or the period during a Policy Year after the Policy ends as described in a Rider providing the Terminal Protection attached to this Policy.

Covered Benefits do not include any amount that is excluded from coverage under this Policy pursuant to Article V - Limitations and Exclusions of Coverage. Nor such term includes any amount that exceeds either:

- i) the Maximum Amount per Covered Person Chargeable to the Aggregate Excess Loss Insurance, if any such amount is shown in the Schedule; or
- ii) the Overall Maximum Specific Reimbursement that the Company will be liable to reimburse the Policyholder, if any such amount is shown in the Schedule.]

**[RIDER #D.1.1: AGGREGATE EXCESS LOSS INSURANCE WITH MONTHLY ACCOMMODATION
(With Deficit Carryforward Type A.1 & Terminal Protection)]**

This Rider applies to You only if it is so specified in the Schedule or otherwise added by Amendment.

[This Rider: 1) allows the Aggregate Excess Loss Insurance reimbursement determination and adjustments to be made monthly, based on Your Plan's Policy Year to date cumulative claim experience relative to the Cumulative Attachment Limit; 2) allows the Company to recover, in any subsequent Policy Year and after the Policy ends, a specified portion of the deficit the Company experienced under Your Aggregate Excess Loss Insurance; and 3) expands the Aggregate Excess Loss Insurance protection to cover Your Plan's otherwise Covered Benefits paid during a specified period after the end of the Policy.]

This Rider forms a part of Excess Loss Insurance Policy number: *[enter policy number]* to which it is attached and modifies the Policy to the extent provided below. All the terms and conditions of the Policy, not in conflict with this Rider, remain in effect. The provisions and terms of this Rider shall survive beyond the date the Policy ends.

Article [IV] - Aggregate Excess Loss Insurance, Section B is superseded by the following provisions:

A. Definitions:

As used in this Rider, the following terms shall have the following meanings:

1. "Deficit" for any Policy Year shall mean the amount of the Aggregate Excess Loss Insurance Reimbursement that the Company pays or is liable to pay to the Policyholder which equals *[the Aggregate Reimbursement Percentage of]* the result of the Plan's total paid Covered Benefits during the Policy Year minus the Cumulative Attachment Limit of the last Policy Month of the Policy Year. Subject to A.2. below, a Deficit occurring during any Policy Year will be carried forward for recovery from the Policyholder by the Company in any subsequent Policy Year in which there is a Surplus.
2. "Recoverable Deficit" shall mean the limited amount of a Deficit that can be carried forward from one Policy Year to any following Policy Year for recovery. The Recoverable Deficit is calculated each Policy Year, by adding a Deficit incurred in that Policy Year to any Deficit being carried forward from any one or more previous Policy Years, not to exceed *[\$enter dollar amount.]* *[[25%]* of the Cumulative Attachment Limit of the last Policy Month of the Policy Year for which such Recoverable Deficit is being calculated.] However, if the Policy ends on a date other than the Policy Expiration Date, there will be no limit on the amount of the Recoverable Deficit, which was incurred in a Policy Year prior to the final Active Policy Year.
3. "Active Policy Year" shall mean any Policy Year prior to the date this Policy ends.
4. If this Policy ends for any reason except the Policyholder's insolvency or failure to pay premium on time, this Rider shall include the "Policy Year After the Policy Ends," which shall contain the consecutive number of calendar months (which shall be deemed Policy Months) as specified in the Schedule's section with information designed for this Rider or in an amendment, and shall begin on the date immediately after the final Active Policy Year ends.

B. During the Active Policy Year:

1. After the end of each Policy Month, except for the Policy Month specified in B.2. below:
 - a. The Company will reimburse the Policyholder *[the Aggregate Reimbursement Percentage of]* the amount by which (i) the result of the Plan's total paid Covered Benefits for the Policy Year to date minus the amount of any reimbursement previously paid to the Policyholder during the Policy Year and which the Policyholder has not repaid, exceeds (ii) the Cumulative Attachment Limit for such Policy Month.

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- b. If the amount calculated pursuant to B.1.a. above is less than zero, the Policyholder shall pay the Company the sum of (i) the total reimbursement previously paid to the Policyholder during the Policy Year less any amount the Policyholder has repaid, plus (ii) the Recoverable Deficit from the previous Policy Year which the Policyholder has not repaid.
 - c. In no event shall the amount the Policyholder is required to pay the Company in B.1.b. above exceed the amount by which the amount in B.1.a.(ii) is greater than the resultant amount in B.1.a.(i).
2. If the date the Policy ends does not coincide with the Policy Expiration Date, after the end of the Policy Month in which the Policy ends:
- a. The Company will reimburse the Policyholder [the Aggregate Reimbursement Percentage of] the amount by which (i) the result of the Plan's total paid Covered Benefits for the final two Active Policy Years to date minus the amount of any reimbursement previously paid to the Policyholder during the final two Active Policy Years and which the Policyholder has not repaid, exceeds (ii) the sum of the Cumulative Attachment Limit for such Policy Month plus the Cumulative Attachment Limit for the last Policy Month of the Policy Year prior to the final Active Policy Year.
 - b. If the amount calculated pursuant to B.2.a. above is less than zero, the Policyholder shall pay the Company the sum of (i) the total reimbursement previously paid to the Policyholder during the final two Active Policy Years less any amount the Policyholder has repaid, plus (ii) the Recoverable Deficit from the second Policy Year prior to the final Active Policy Year which the Policyholder has not repaid.
 - c. In no event shall the amount the Policyholder is required to pay the Company in B.2.b. above exceed the amount by which the sum in B.2.a.(ii) is greater than the resultant amount in B.2.a.(i).

C. During the Policy Year After the Policy Ends:

1. If the date the Policy ends coincides with the Policy Expiration Date:

After the end of the [third] Policy Month of the Policy Year After the Policy Ends and any subsequent Policy Month thereafter:

- a. The Company will reimburse the Policyholder [the Aggregate Reimbursement Percentage of] the amount by which (i) the result of the Plan's total paid Covered Benefits during the final Active Policy Year and the Policy Year After the Policy Ends to date minus the amount of any reimbursement previously paid to the Policyholder during the final Active Policy Year and the Policy Year After the Policy Ends and which the Policyholder has not repaid, exceeds (ii) the Cumulative Attachment Limit for such Policy Month.
- b. If the result as calculated pursuant to C.1.a. above is less than zero, the Policyholder shall pay the Company the sum of (i) the total reimbursement previously paid to the Policyholder during the final Active Policy Year and the Policy Year After the Policy Ends less any amount the Policyholder has repaid, plus (ii) the Recoverable Deficit from the Policy Year prior to the final Active Policy Year which the Policyholder has not repaid.
- c. In no event shall the amount the Policyholder is required to pay the Company in C.1.b. above exceed the amount by which the amount in C.1.a.(ii) is greater than the resultant amount in C.1.a.(i).

2. If the date the Policy ends does not coincide with the Policy Expiration Date:

After the end of the [third] Policy Month of the Policy Year After the Policy Ends and any subsequent Policy Month thereafter:

- a. The Company will reimburse the Policyholder [the Aggregate Reimbursement Percentage of] the amount by which (i) the result of the Plan's total paid Covered Benefits during the final two Active Policy Years and the Policy Year After the Policy Ends to date minus the amount of any reimbursement previously paid to the Policyholder during the final two Active Policy Years and the Policy Year After the Policy Ends and which the Policyholder has not repaid, exceeds (ii) the sum of the Cumulative Attachment Limit for such Policy Month plus the Cumulative Attachment Limit for the last Policy Month of the Policy Year prior to the final Active Policy Year.
 - b. If the result as calculated pursuant to C.2.a. above is less than zero, the Policyholder shall pay the Company the sum of (i) the total reimbursement previously paid to the Policyholder during the final two Active Policy Years and the Policy Year After the Policy Ends less any amount the Policyholder has repaid, plus (ii) the Recoverable Deficit from the second Policy Year prior to the final Active Policy Year which the Policyholder has not repaid.
 - c. In no event shall the amount the Policyholder is required to pay the Company in C.2.b. above exceed the amount by which the sum in C.2.a.(ii) is greater than the resultant amount in C.2.a.(i).
- D. The Policyholder agrees to repay the amount as calculated pursuant to B.1.b. & B.1.c., B.2.b. & B.2.c., C.1.b & C.1.c. and C.2.b. & C.2.c. above within [ten] days of written notice from the Company of the amount due. If repayment is not made within such period, interest at an annual percentage rate equal to the prime rate plus one percentage point will be added to the amount due and must be paid to the Company. The Company, at its option, may, in lieu of requesting repayment, reduce the repayment amount from subsequent reimbursements under the Aggregate and/or Specific Excess Loss Insurance, if any.]

**[RIDER #D.1.2: AGGREGATE EXCESS LOSS INSURANCE WITH MONTHLY ACCOMMODATION
(With Deficit Carryforward Type A.2 & Terminal Protection)]**

This Rider applies to You only if it is so specified in the Schedule or otherwise added by Amendment.

[This Rider: 1) allows the Aggregate Excess Loss Insurance reimbursement determination and adjustments to be made monthly, based on Your Plan's Policy Year to date cumulative claim experience relative to the Cumulative Attachment Limit; 2) allows the Company to recover, in any subsequent Policy Year and after the Policy ends, each Policy Year's limited deficit the Company experienced under Your Aggregate Excess Loss Insurance; and 3) expands the Aggregate Excess Loss Insurance protection to cover Your Plan's otherwise Covered Benefits paid during a specified period after the end of the Policy.]

This Rider forms a part of Excess Loss Insurance Policy number: *[enter policy number]* to which it is attached and modifies the Policy to the extent provided below. All the terms and conditions of the Policy, not in conflict with this Rider, remain in effect. The provisions and terms of this Rider shall survive beyond the date the Policy ends.

Article [IV] - Aggregate Excess Loss Insurance, Section B is superseded by the following provisions:

A. Definitions:

As used in this Rider, the following terms shall have the following meanings:

1. "Deficit" for any Policy Year shall mean the amount of the Aggregate Excess Loss Insurance Reimbursement that the Company pays or is liable to pay to the Policyholder which equals [the Aggregate Reimbursement Percentage of] the result of the Plan's total paid Covered Benefits during the Policy Year minus the Cumulative Attachment Limit of the last Policy Month of the Policy Year. Subject to A.2. below, a Deficit occurring during any Policy Year will be carried forward for recovery from the Policyholder by the Company in any subsequent Policy Year in which there is a Surplus.
2. "Recoverable Deficit" for a Policy Year shall mean the limited amount of a Deficit, from that Policy Year, which can be carried forward from one Policy Year to any following Policy Year for recovery. For purposes of this Rider, the Recoverable Deficit for a Policy Year will not exceed [*\$ enter dollar amount.*] [[25%] of the Cumulative Attachment Limit of the last Policy Month of the Policy Year from which such Deficit is being carried forward.] However, if the Policy ends on a date other than the Policy Expiration Date, there will be no limit on the amount of the Recoverable Deficit, which was incurred in a Policy Year prior to the final Active Policy Year.
3. "Active Policy Year" shall mean any Policy Year prior to the date this Policy ends.
4. If this Policy ends for any reason except the Policyholder's insolvency or failure to pay premium on time, this Rider shall include the "Policy Year After the Policy Ends," which shall contain the consecutive number of calendar months (which shall be deemed Policy Months) as specified in the Schedule's section with information designed for this Rider or in an amendment, and shall begin on the date immediately after the final Active Policy Year ends.

B. During the Active Policy Year:

1. After the end of each Policy Month, except for the Policy Month specified in B.2. below:
 - a. The Company will reimburse the Policyholder [the Aggregate Reimbursement Percentage of] the amount by which (i) the result of the Plan's total paid Covered Benefits for the Policy Year to date minus the amount of any reimbursement previously paid to the Policyholder during the Policy Year and which the Policyholder has not repaid, exceeds (ii) the Cumulative Attachment Limit for such Policy Month.

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- b. If the amount calculated pursuant to B.1.a. above is less than zero, the Policyholder shall pay the Company the sum of (i) the total reimbursement previously paid to the Policyholder during the Policy Year less any amount the Policyholder has repaid, plus (ii) the Recoverable Deficit from all previous Policy Years which the Policyholder has not repaid.
 - c. In no event shall the amount the Policyholder is required to pay the Company in B.1.b. above exceed the amount by which the amount in B.1.a.(ii) is greater than the resultant amount in B.1.a.(i).
2. If the date the Policy ends does not coincide with the Policy Expiration Date, after the end of the Policy Month in which the Policy ends:
- a. The Company will reimburse the Policyholder [the Aggregate Reimbursement Percentage of] the amount by which (i) the result of the Plan's total paid Covered Benefits for the final two Active Policy Years to date minus the amount of any reimbursement previously paid to the Policyholder during the final two Active Policy Years and which the Policyholder has not repaid, exceeds (ii) the sum of the Cumulative Attachment Limit for such Policy Month plus the Cumulative Attachment Limit for the last Policy Month of the Policy Year prior to the final Active Policy Year.
 - b. If the amount calculated pursuant to B.2.a. above is less than zero, the Policyholder shall pay the Company the sum of (i) the total reimbursement previously paid to the Policyholder during the final two Active Policy Years less any amount the Policyholder has repaid, plus (ii) the Recoverable Deficit from all previous Policy Years which the Policyholder has not repaid.
 - c. In no event shall the amount the Policyholder is required to pay the Company in B.2.b. above exceed the amount by which the sum in B.2.a.(ii) is greater than the resultant amount in B.2.a.(i).

C. During the Policy Year After the Policy Ends:

1. If the date the Policy ends coincide with the Policy Expiration Date:

After the end of [the third] Policy Month of the Policy Year After the Policy Ends and any subsequent Policy Month thereafter:

- a. The Company will reimburse the Policyholder [the Aggregate Reimbursement Percentage of] the amount by which (i) the result of the Plan's total paid Covered Benefits during the final Active Policy Year and the Policy Year After the Policy Ends to date minus the amount of any reimbursement previously paid to the Policyholder during the final Active Policy Year and the Policy Year After the Policy Ends and which the Policyholder has not repaid, exceeds (ii) the Cumulative Attachment Limit for such Policy Month.
- b. If the result as calculated pursuant to C.1.a. above is less than zero, the Policyholder shall pay the Company the sum of (i) the total reimbursement previously paid to the Policyholder during the final Active Policy Year and the Policy Year After the Policy Ends less any amount the Policyholder has repaid, plus (ii) the Recoverable Deficit from all previous Policy Years which the Policyholder has not repaid.
- c. In no event shall the amount the Policyholder is required to pay the Company in C.1.b. above exceed the amount by which the amount in C.1.a.(ii) is greater than the resultant amount in C.1.a.(i).

2. If the date the Policy ends does not coincide with the Policy Expiration Date:

After the end of the [third] Policy Month of the Policy Year After the Policy Ends and any subsequent Policy Month thereafter:

- a. The Company will reimburse the Policyholder [the Aggregate Reimbursement Percentage of] the amount by which (i) the result of the Plan's total paid Covered Benefits during the final two Active Policy Years and the Policy Year After the Policy Ends to date minus the amount of any reimbursement previously paid to the Policyholder during the final two Active Policy Years and the Policy Year After the Policy Ends and which the Policyholder has not repaid, exceeds (ii) the sum of the Cumulative Attachment Limit for such Policy Month plus the Cumulative Attachment Limit for the last Policy Month of the Policy Year prior to the final Active Policy Year.
 - b. If the result as calculated pursuant to C.2.a. above is less than zero, the Policyholder shall pay the Company the sum of (i) the total reimbursement previously paid to the Policyholder during the final two Active Policy Years and the Policy Year After the Policy Ends less any amount the Policyholder has repaid, plus (ii) the Recoverable Deficit from all previous Policy Years which the Policyholder has not repaid.
 - c. In no event shall the amount the Policyholder is required to pay the Company in C.2.b. above exceed the amount by which the sum in C.2.a.(ii) is greater than the resultant amount in C.2.a.(i).
- D. The Policyholder agrees to repay the amount as calculated pursuant to B.1.b. & B.1.c., B.2.b. & B.2.c., C.1.b & C.1.c. and C.2.b. & C.2.c. above within [ten] days of written notice from the Company of the amount due. If repayment is not made within such period, interest at an annual percentage rate equal to the prime rate plus one percentage point will be added to the amount due and must be paid to the Company. The Company, at its option, may, in lieu of requesting repayment, reduce the repayment amount from subsequent reimbursements under the Aggregate and/or Specific Excess Loss Insurance, if any.]

**[RIDER #D.2: AGGREGATE EXCESS LOSS INSURANCE WITH MONTHLY ACCOMMODATION
(With Deficit Carryforward Type B & Terminal Protection)**

This Rider applies to You only if it is so specified in the Schedule or otherwise added by Amendment.

This Rider: 1) allows the Aggregate Excess Loss Insurance reimbursement determination and adjustments to be made monthly, based on Your Plan's Policy Year to date cumulative claim experience relative to the Cumulative Attachment Limit; 2) allows the Company to recover, in any subsequent Policy Year a specified portion of the deficit, and after the Policy ends a deferred portion of the deficit, that the Company experienced under Your Aggregate Excess Loss Insurance; and 3) expands the Aggregate Excess Loss Insurance protection to cover Your Plan's otherwise Covered Benefits paid during a specified period after the end of the Policy.

This Rider forms a part of Excess Loss Insurance Policy number: *[enter policy number]* to which it is attached and modifies the Policy to the extent provided below. All the terms and conditions of the Policy, not in conflict with this Rider, remain in effect. The provisions and terms of this Rider shall survive beyond the date the Policy ends.

Article IV - Aggregate Excess Loss Insurance, Section B is superseded by the following provisions:

A. Definitions:

As used in this Rider, the following terms shall have the following meanings:

1. "Deficit" for any Policy Year shall mean the amount of the Aggregate Excess Loss Insurance Reimbursement that the Company pays or is liable to pay to the Policyholder which equals the result of the Plan's total paid Covered Benefits during the Policy Year minus the Cumulative Attachment Limit of the last Policy Month of the Policy Year. Subject to A.2. & A.3. below, a Deficit occurring during any Policy Year will be carried forward for recovery from the Policyholder by the Company in any subsequent Policy Year in which there is a Surplus.
- [2. "Immediately Recoverable Deficit" shall mean the limited amount of a Deficit that can be immediately carried forward from one Policy Year to any following Policy Year for recovery. The Immediately Recoverable Deficit is calculated each Policy Year, by adding a Deficit incurred in that Policy Year to any Deficit being carried forward from any one or more previous Policy Years, not to exceed [*\$ enter dollar amount.*] [25%] of the Cumulative Attachment Limit of the last Policy Month of the Policy Year for which such Immediately Recoverable Deficit is being calculated. However, if the Policy ends on a date other than the Policy Expiration Date, there will be no limit on the amount of the Immediately Recoverable Deficit, which was incurred in a Policy Year prior to the final Active Policy Year.]
- [2. "Immediately Recoverable Deficit" shall mean the limited amount of a Deficit, from that Policy Year, which can be immediately carried forward from one Policy Year to any following Policy Year for recovery. For purposes of this Rider, the Immediately Recoverable Deficit will not exceed [*\$ enter dollar amount.*] [25%] of the Cumulative Attachment Limit of the last Policy Month of the Policy Year from which such Deficit is being carried forward. However, if the Policy ends on a date other than the Policy Expiration Date, there will be no limit on the amount of the Immediately Recoverable Deficit, which was incurred in a Policy Year prior to the final Active Policy Year.]
3. "Deferred Recoverable Deficit" shall mean the amount of a Deficit, from each Policy Year, which exceeds the Immediately Recoverable Deficit. This amount is carried forward for recovery by the Company at the end of the final Active Policy Year and in the Policy Year After the Policy Ends. For purposes of this Rider, there is no limit on the amount of the Deferred Recoverable Deficit.
4. "Active Policy Year" shall mean any Policy Year prior to the date this Policy ends.

5. If this Policy ends for any reason except the Policyholder's insolvency or failure to pay premium on time, this Rider shall include the "Policy Year After the Policy Ends," which shall contain the consecutive number of calendar months (which shall be deemed Policy Months) as specified in the Schedule's section with information designed for this Rider or in an amendment, and shall begin on the date immediately after the final Active Policy Year ends.

B. During the Active Policy Year:

1. After the end of each Policy Month, except for the Policy Month specified in B.2. or B.3. below:
 - a. The Company will reimburse the Policyholder the amount by which (i) the result of the Plan's total paid Covered Benefits for the Policy Year to date minus the amount of any reimbursement previously paid to the Policyholder during the Policy Year and which the Policyholder has not repaid, exceeds (ii) the Cumulative Attachment Limit for such Policy Month.
 - b. If the amount calculated pursuant to B.1.a. above is less than zero, the Policyholder shall pay the Company the sum of (i) the total reimbursement previously paid to the Policyholder during the Policy Year less any amount the Policyholder has repaid, plus (ii) the Immediately Recoverable Deficit from [the previous Policy Year] [all previous Policy Years] which the Policyholder has not repaid.
 - c. In no event shall the amount the Policyholder is required to pay the Company in B.1.b. above exceed the amount by which the amount in B.1.a.(ii) is greater than the resultant amount in B.1.a.(i).
2. If the date the Policy ends coincides with the Policy Expiration Date, after the end of the Policy Month in which the Policy ends:
 - a. The Company will reimburse the Policyholder the amount by which (i) the result of the Plan's total paid Covered Benefits for the final Active Policy Year to date minus the amount of any reimbursement previously paid to the Policyholder during the final Active Policy Year and which the Policyholder has not repaid, exceeds (ii) the Cumulative Attachment Limit for such Policy Month.
 - b. If the amount calculated pursuant to B.2.a. above is less than zero, the Policyholder shall pay the Company the sum of (i) the total reimbursement previously paid to the Policyholder during the final Active Policy Year less any amount the Policyholder has repaid, plus (ii) the sum of the Immediately Recoverable Deficit and the Deferred Recoverable Deficit from all previous Policy Years which the Policyholder has not repaid.
 - c. In no event shall the amount the Policyholder is required to pay the Company in B.2.b. above exceed the amount by which the amount in B.2.a.(ii) is greater than the resultant amount in B.2.a.(i).
3. If the date the Policy ends does not coincide with the Policy Expiration Date, after the end of the Policy Month in which the Policy ends:
 - a. The Company will reimburse the Policyholder the amount by which (i) the result of the Plan's total paid Covered Benefits for the final two Active Policy Years to date minus the amount of any reimbursement previously paid to the Policyholder during the final two Active Policy Years and which the Policyholder has not repaid, exceeds (ii) the sum of the Cumulative Attachment Limit for such Policy Month plus the Cumulative Attachment Limit for the last Policy Month of the Policy Year prior to the final Active Policy Year.

- b. If the amount calculated pursuant to B.3.a. above is less than zero, the Policyholder shall pay the Company the sum of (i) the total reimbursement previously paid to the Policyholder during the final two Active Policy Years less any amount the Policyholder has repaid, plus (ii) the sum of the Immediately Recoverable Deficit and the Deferred Recoverable Deficit from all previous Policy Years which the Policyholder has not repaid.
- c. In no event shall the amount the Policyholder is required to pay the Company in B.3.b. above exceed the amount by which the sum in B.3.a.(ii) is greater than the resultant amount in B.3.a.(i).

C. During the Policy Year After the Policy Ends:

- 1. If the date the Policy ends coincides with the Policy Expiration Date:

After the end of the [XX] Policy Month of the Policy Year After the Policy Ends and any subsequent Policy Month thereafter:

- a. The Company will reimburse the Policyholder the amount by which (i) the result of the Plan's total paid Covered Benefits during the final Active Policy Year and the Policy Year After the Policy Ends to date minus the amount of any reimbursement previously paid to the Policyholder during the final Active Policy Year and the Policy Year After the Policy Ends and which the Policyholder has not repaid, exceeds (ii) the Cumulative Attachment Limit for such Policy Month.
- b. If the result as calculated pursuant to C.1.a. above is less than zero, the Policyholder shall pay the Company the sum of (i) the total reimbursement previously paid to the Policyholder during the final Active Policy Year and the Policy Year After the Policy Ends less any amount the Policyholder has repaid, plus (ii) the Immediately Recoverable Deficit and the Deferred Recoverable Deficit from all previous Policy Years which the Policyholder has not repaid.
- c. In no event shall the amount the Policyholder is required to pay the Company in C.1.b. above exceed the amount by which the amount in C.1.a.(ii) is greater than the resultant amount in C.1.a.(i).

- 2. If the date the Policy ends does not coincide with the Policy Expiration Date:

After the end of the [XX] Policy Month of the Policy Year After the Policy Ends and any subsequent Policy Month thereafter:

- a. The Company will reimburse the Policyholder the amount by which (i) the result of the Plan's total paid Covered Benefits during the final two Active Policy Years and the Policy Year After the Policy Ends to date minus the amount of any reimbursement previously paid to the Policyholder during the final two Active Policy Years and the Policy Year After the Policy Ends and which the Policyholder has not repaid, exceeds (ii) the sum of the Cumulative Attachment Limit for such Policy Month plus the Cumulative Attachment Limit for the last Policy Month of the Policy Year prior to the final Active Policy Year.
- b. If the result as calculated pursuant to C.2.a. above is less than zero, the Policyholder shall pay the Company the sum of (i) the total reimbursement previously paid to the Policyholder during the final two Active Policy Years and the Policy Year After the Policy Ends less any amount the Policyholder has repaid, plus (ii) the Immediately Recoverable Deficit and the Deferred Recoverable Deficit from all previous Policy Years which the Policyholder has not repaid.
- c. In no event shall the amount the Policyholder is required to pay the Company in C.2.b. above exceed the amount by which the sum in C.2.a.(ii) is greater than the resultant amount in C.2.a.(i).

- D. The Policyholder agrees to repay the amount as calculated pursuant to B.1.b. & B.1.c., B.2.b. & B.2.c., B.3.b. & B.3.c., C.1.b & C.1.c. and C.2.b. & C.2.c. above within ten days of written notice from the Company of the amount due. If repayment is not made within such period, interest at an annual percentage rate equal to the prime rate plus one percentage point will be added to the amount due and must be paid to the Company. The Company, at its option, may, in lieu of requesting repayment, reduce the repayment amount from subsequent reimbursements under the Aggregate and/or Specific Excess Loss Insurance, if any.]

**[RIDER #D.3: AGGREGATE EXCESS LOSS INSURANCE WITH MONTHLY ACCOMMODATION
(With Terminal Protection)**

This Rider applies to You only if it is so specified in the Schedule or otherwise added by Amendment.

This Rider allows the Aggregate Excess Loss Insurance reimbursement determination and adjustments to be made monthly, based on Your Plan's Policy Year to date cumulative claim experience relative to the Cumulative Attachment Limit. Such determination may result in the Company making advance monthly reimbursement to You, or You having to make repayment to the Company of a portion of the previous reimbursement found to be excessive payment. This Rider also expands the Aggregate Excess Loss Insurance protection to cover Your Plan's otherwise Covered Benefits paid during a specified period after the end of the Policy.

This Rider forms a part of Excess Loss Insurance Policy number: *[enter policy number]* to which it is attached and modifies the Policy to the extent provided below. All the terms and conditions of the Policy, not in conflict with this Rider, remain in effect. The provisions and terms of this Rider shall survive beyond the date the Policy ends.

Article IV - Aggregate Excess Loss Insurance, Section B is superseded by the following provisions:

A. Definitions:

As used in this Rider, the following terms shall have the following meanings:

1. "Active Policy Year" shall mean any Policy Year prior to the date this Policy ends.
2. If this Policy ends for any reason except the Policyholder's insolvency or failure to pay premium on time, this Rider shall include the "Policy Year After the Policy Ends," which shall contain the consecutive number of calendar months (which shall be deemed Policy Months) as specified in the Schedule's section with information designated for this Rider or in an amendment, and shall begin on the date immediately after the final Active Policy Year ends.

B. During the Active Policy Year:

1. After the end of each Policy Month, except for the Policy Month specified in B.2. Below:
 - a. The Company will reimburse the Policyholder the amount by which (i) the result of the Plan's total paid Covered Benefits for the Policy Year to date minus the amount of any reimbursement previously paid to the Policyholder during the Policy Year and which the Policyholder has not repaid, exceeds (ii) the Cumulative Attachment Limit for such Policy Month.
 - b. If the amount calculated pursuant to B.1.a. above is less than zero, the Policyholder shall pay the Company the total reimbursement previously paid to the Policyholder during the Policy Year less any amount the Policyholder has repaid.
 - c. In no event shall the amount the Policyholder is required to pay the Company in B.1.b. above exceed the amount by which the amount in B.1.a.(ii) is greater than the resultant amount in B.1.a.(i).
2. If the date the Policy ends does not coincide with the Policy Expiration Date, after the end of the Policy Month in which the Policy ends:
 - a. The Company will reimburse the Policyholder the amount by which (i) the result of the Plan's total paid Covered Benefits for the final two Active Policy Years to date minus the amount of any reimbursement previously paid to the Policyholder during the final two Active Policy Years and which the Policyholder has not repaid, exceeds (ii) the sum of the Cumulative Attachment Limit for such Policy Month plus the Cumulative Attachment Limit for the last Policy Month of the Policy Year prior to the final Active Policy Year.

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- b. If the amount calculated pursuant to B.2.a. above is less than zero, the Policy holder shall pay the Company the total reimbursement previously paid to the Policyholder during the final two Active Policy Years less any amount the Policyholder has repaid.
- c. In no event shall the amount the Policyholder is required to pay the Company in B.2.b above exceed the amount by which the sum in B.2.a.(ii) is greater than the resultant amount in B.2.a.(i).

C. During the Policy Year After the Policy Ends:

1. If the date the Policy ends coincides with the Policy Expiration Date:

B. At the end of the [XX] Policy Month of the Policy Year After the Policy Ends and any subsequent Policy Month thereafter:

- a. The Company will reimburse the Policyholder the amount by which (i) the result of the Plan's total paid Covered Benefits during the final Active Policy Year and the Policy Year After the Policy Ends minus the amount of any reimbursement previously paid to the Policyholder during the final Active Policy Year and the Policy Year After the Policy Ends and which the Policyholder has not repaid, exceeds (ii) the Cumulative Attachment Limit for such Policy Month.
- b. If the result as calculated pursuant to C.1.a. above is less than zero, the Policyholder shall pay the Company the total reimbursement previously paid to the Policyholder during the final Active Policy Year and the Policy Year After the Policy Ends and which the Policyholder has not repaid.
- c. In no event shall the amount the Policyholder is required to pay the Company in C.1.b above exceed the amount by which the amount in C.1.a.(ii) is greater than the resultant amount in C.1.a.(i).

2. If the date the Policy ends does not coincide with the Policy Expiration Date:

At the end of the [XX] Policy Month of the Policy Year After the Policy Ends and any subsequent Policy Month thereafter:

- a. The Company will reimburse the Policyholder the amount by which (i) the result of the Plan's total paid Covered Benefits during the final two Active Policy Years and the Policy Year After the Policy Ends minus the amount of any reimbursement previously paid to the Policyholder during the final two Active Policy Years and the Policy Year After the Policy Ends and which the Policyholder has not repaid, exceeds (ii) the sum of the Cumulative Attachment Limit for such Policy Month plus the Cumulative Attachment Limit for the last Policy Month of the Policy Year prior to the final Active Policy.
- b. If the result as calculated pursuant to C.2.a. above is less than zero, the Policyholder shall pay the Company the total reimbursement previously paid to the Policyholder during the final two Active Policy Years and the Policy Year After the Policy Ends and which the Policyholder has not repaid.
- c. In no event shall the amount the Policyholder is required to pay the Company in C.2.b. above exceed the amount by which the sum in C.2.a.(ii) is greater than the resultant amount in C.2.a.(i).

- D. The Policyholder agrees to repay the amount as calculated pursuant to B.1.b.& B.1.c., B.2.b.& B.2.c., C.1.b. & C.1.c. and C.2.b. & C.2.c. above within ten days of written notice from the Company of the amount due. If repayment is not made within such period, interest at an annual percentage rate equal to the prime rate plus one percentage point will be added to the amount due and must be paid to the Company. The Company, at its option, may, in lieu of requesting repayment, reduce the repayment amount from subsequent reimbursements under the Aggregate and/or Specific Excess Loss Insurance, if any.]

**RIDER #D.4: AGGREGATE EXCESS LOSS INSURANCE
(With Monthly Accommodation)**

This Rider applies to You only if it is so specified in the Schedule or otherwise added by Amendment.

This Rider allows the Aggregate Excess Loss Insurance reimbursement determination and adjustments to be made monthly, based on Your Plan's Policy Year to date cumulative claim experience relative to the Cumulative Attachment Limit. Such determination may result in the Company making advance monthly reimbursement to You, or You having to make repayment to the Company of a portion of the previous reimbursement found to be excessive payment.

This Rider forms a part of Excess Loss Insurance Policy number: *[enter policy number]* to which it is attached and modifies the Policy to the extent provided below. All the terms and conditions of the Policy, not in conflict with this Rider, remain in effect.

Article IV - Aggregate Excess Loss Insurance, Section B is superseded by the following provisions:

- A. After the end of each Policy Month, except for the Policy Month specified in B. below, while the Policy remains in effect:
1. The Company will reimburse the Policyholder the amount by which (i) the result of the Plan's total paid Covered Benefits for the Policy Year to date minus the amount of any reimbursement previously paid to the Policyholder during the Policy Year and which the Policyholder has not repaid, exceeds (ii) the Cumulative Attachment Limit for such Policy Month.
 2. If the amount calculated pursuant to A.1. above is less than zero, the Policyholder shall pay the Company the total reimbursement previously paid to the Policyholder during the Policy Year less any amount the Policyholder has repaid.
 3. In no event shall the amount the Policyholder is required to pay the Company in A.2. above exceed the amount by which the amount in A.1.(ii) is greater than the resultant amount in A.1.(i).
- B. If the date the Policy ends does not coincide with the Policy Expiration Date, after the end of the Policy Month in which the Policy ends:
1. The Company will reimburse the Policyholder the amount by which (i) the result of the Plan's total paid Covered Benefits for the final two Policy Years minus the amount of any reimbursement previously paid to the Policyholder during the final two Policy Years and which the Policyholder has not repaid, exceeds (ii) the sum of the Cumulative Attachment Limit for the last Policy Month of the Policy Year prior to the final Policy Year and the Cumulative Attachment Limit for the Policy Month in which the Policy ends.
 2. If the amount calculated pursuant to B.1. above is less than zero, the Policyholder shall pay the Company the total reimbursement previously paid to the Policyholder during the final two Policy Years less any amount the Policyholder has repaid.
 3. In no event shall the amount the Policyholder is required to pay the Company in B.2. above exceed the amount by which the sum in B.1.(ii) is greater than the resultant amount in B.1.(i).
- C. The Policyholder agrees to repay the amount as calculated pursuant to A.2. & A.3. and B.2 & B.3. above within ten days of written notice from the Company of the amount due. If repayment is not made within such period, interest at an annual percentage rate equal to the prime rate plus one percentage point will be added to the amount due and must be paid to the Company. The Company, at its option, may, in lieu of requesting repayment, reduce the repayment amount from subsequent reimbursements under the Aggregate and/or Specific Excess Loss Insurance, if any.]

[RIDER #D.5: SIMPLE FUNDING OPTION

This Rider applies to You only if it is so specified in the Schedule or otherwise added by Amendment.

[This Rider: D.5: 1) is designed for use together with Rider [#D.3] and where the Policyholder has established a Welfare Benefit Fund, as described in Internal Revenue Code sections 419 and 419A which enables the Policyholder, within limits, to take a tax deduction for amounts contributed to the Plan during the year but not actually paid out until the following year; 2) applies surpluses exclusively to the payment of future claims, the offset of deficits or to defray plan expenses, during future years; and 3) spreads deficits over future years.]

This Rider forms part of Excess Loss Insurance Policy number: *[enter policy number]* to which it is attached and modifies the Policy to the extent provided below. All the terms and conditions of the Policy that are not in conflict with this Rider remain in effect. The provisions and terms of this Rider shall survive beyond the date the Policy ends.

The provisions contained in Rider #D.3 are further modified by the addition of Sections E, F and G containing the following provisions:

E. Definitions:

1. "Creditable Experience Surplus" for any Policy year is the greater of (i) zero, or (ii) the sum of (A), (B) and (C) where:
 - (A) is one third of Experience Surplus minus one third of Experience Deficit for the Policy Year immediately prior to the Policy Year in which the Company calculates the Creditable Experience Surplus; and
 - (B) is one third of Experience Surplus minus one third of Experience Deficit for the second Policy Year prior to the Policy Year in which the Company calculates the Creditable Experience Surplus, if any; and
 - (C) is one third of Experience Surplus minus one third of Experience Deficit for the third Policy Year prior to the Policy Year in which the Company calculates the Creditable Experience Surplus, if any.
2. "Experience Deficit" for any Policy Year means the greater of (i) zero, or (ii) the amount by which Covered Benefits paid exceed the Cumulative Attachment Limit.
3. "Experience Surplus" for any Policy Year means the greater of (i) zero, or (ii) the amount by which the Cumulative Attachment Limit exceeds the amount of Covered Benefits paid.
4. "Plan" means the Plan as earlier defined in the Policy provided that the Policyholder funds the Plan through a Welfare Benefit Fund (the "Fund") that is maintained pursuant to Sections 419 and 419A of the Internal Revenue Code, as amended, under which:

(Use "a TPA" when Policyholder uses a TPA other than the Company. Use "the Company" when Policyholder uses the Company as its TPA)

 - (A) the Policyholder makes payments to [a TPA] [the Company] under an Administrative Services Only ("ASO") arrangement with respect to which the Company maintains a separate account through which Plan benefits are provided; and
 - (B) the payments to the Fund are used for the exclusive purpose of paying claims, defraying administrative expenses under the Plan, and defraying expenses of the Plan related to termination of the Policyholder's ASO arrangement.

F. Application of Creditable Experience Surplus

Ninety days after the end of each Policy Year, if this Policy is then in force, the Company will calculate the Experience Surplus, if any, and credit the Policyholder's accounting under this Policy with any positive Creditable Experience Surplus. Upon termination of this Policy, no amount will be credited to Policyholder's accounting under this Policy. The Creditable Experience Surplus shall not reduce, offset or otherwise alter any obligation of the Policyholder except to the extent specifically credited according to the section.

G. Specific Excess Loss Insurance Payable After Termination

Specific Excess Loss reimbursement will be paid to Policyholder with respect to claims incurred prior to the termination of this Policy.

Article [VII] – Premium Provisions, Section A is superseded by the following provision:

A. The first premium is due on the first day of the third Policy Month of this Policy. Future premiums are due on the first day of each Policy month and on the first day of the first two months following termination of this Policy. All premiums shall be paid in U.S. currency to the Company at its [Executive Office in Greenwood Village, Colorado] [Administrative Office in Greenwood Village, Colorado] [Administrative Services Office in Greenwood Village, Colorado] [St. Louis, Missouri Regional Operations Center Office]. Premiums are not considered paid until the full premium payment is received by the Company.

Rider #D.3, insofar as it adds Section C to Article [IV] of the Policy, new items 3 and 4 are added to said section C to read as follows:

3. The Policyholder shall pay a Termination Fee to Company as identified on the Schedule.
4. Any Experience Surplus existing at the time of termination of this Policy shall be included as an addition to the Termination Fee payable to the Company.]

[RIDER #D.6 [Preferred Funding] [Ultimate 12]

This Rider applies to You only if it is so specified in the Schedule or otherwise added by Amendment.

[This Rider allows the Excess Loss Insurance reimbursement determination and adjustments to be made beginning in the third Policy Month rather than the first Policy Month. Additionally, no premium is collected for the first two Policy Months. Premium is collected for the Policy Months 3 through 12 and each Policy Month thereafter, as well as for the first two Policy months after termination of the Policy. Premium is based on mature rate. Specific Excess Loss reimbursements are made after termination for claims incurred prior to termination.]

This Rider forms a part of Excess Loss Insurance Policy number: *[enter policy number]* to which it is attached and modifies the Policy to the extent provided below. All the terms and conditions of the Policy, not in conflict with this Rider, remain in effect. The provisions and terms of this Rider shall survive beyond the date the Policy ends.

Article [VII] – Premium Provisions, Section A is superseded by the following provision:

- A. The first premium is due on the first day of the third Policy Month of this Policy. Future premiums are due on the first day of each Policy Month and on the first day of the first two months following termination of this Policy. All premiums shall be paid in U.S. currency to the Company at its [Executive Office in Greenwood Village, Colorado] [Administrative Office in Greenwood Village, Colorado] [Administrative Services Office in Greenwood Village, Colorado] [St. Louis, Missouri Regional Operations Center Office]. Premiums are not considered paid until the full premium payment is received by the Company.

Article [III] – Specific Excess Loss is amended by adding the following provision:

Specific Excess Loss reimbursement will be made with respect to claims for Covered Benefits that were incurred prior to the termination of the Policy.]

**RIDER #D.7: AGGREGATE EXCESS LOSS INSURANCE WITH MONTHLY ACCOMMODATION
AND TERMINAL PROTECTION
(Level Funding)**

This Rider applies to You only if it is so specified in the Schedule or otherwise added by Amendment.

[This Rider allows the Aggregate Excess Loss Insurance reimbursement determination and adjustments to be made monthly, based on Your Plan's Policy Year to date cumulative claim experience relative to the Cumulative Attachment Limit. Such determination may result in the Company making advance monthly reimbursement to You, or You having to make repayment to the Company of a portion of the previous reimbursement found to be excessive payment. This Rider also expands the Aggregate Excess Loss Insurance protection to cover Your Plan's otherwise Covered Benefits paid during a specified period after the end of the Policy.]

This Rider forms a part of Excess Loss Insurance Policy number: *[enter policy number]* to which it is attached and modifies the Policy to the extent provided below. All the terms and conditions of the Policy, not in conflict with this Rider, remain in effect. The provisions and terms of this Rider shall survive beyond the date the Policy ends.

Article [IV] - Aggregate Excess Loss Insurance, Section B is superseded by the following provisions:

A. Definitions:

As used in this Rider, the following terms shall have the following meanings:

- a. "Active Policy Year" shall mean any Policy Year prior to the date this Policy ends.
- b. If this Policy ends for any reason except the Policyholder's insolvency or failure to pay premium on time, this Rider shall include the "Policy Year After the Policy Ends", which shall contain the consecutive number of calendar months (which shall be deemed Policy Months) as specified in the Schedule's section with information designated for this Rider or in an amendment, and shall begin on the date immediately after the final Active Policy Year ends.

B. During the Active Policy Year:

After the end of each Policy Month:

- a. The Company will reimburse the Policyholder [the Aggregate Reimbursement Percentage of] the amount by which (i) the result of the Plan's total paid Covered Benefits for the Policy Year to date minus the amount of any reimbursement previously paid to the Policyholder during the Policy Year and which the Policyholder has not repaid, exceeds (ii) the Cumulative Attachment Limit for such Policy Month.
- b. If the amount calculated pursuant to B.a. above is less than zero, the Policyholder shall pay the Company the total reimbursement previously paid to the Policyholder during the Policy Year less any amount the Policyholder has repaid.
- c. In no event shall the amount the Policyholder is required to pay the Company in B.b. above exceed the amount by which the amount in B.a.(ii) is greater than the resultant amount in B.a.(i).

C. During the Policy Year After the Policy Ends:

At the end of the [third] Policy Month of the Policy Year After the Policy Ends and any subsequent Policy Month thereafter:

- a. The Company will reimburse the Policyholder [the Aggregate Reimbursement Percentage of] the amount by which (i) the result of the Plan's total paid Covered Benefits during the final Active Policy Year and the Policy Year After the Policy Ends minus the amount of any reimbursement previously paid to the Policyholder during the final Active Policy Year and the Policy Year After the Policy Ends and which the Policyholder has not repaid, exceeds (ii) the Cumulative Attachment Limit for such Policy Month.
- b. If the result as calculated pursuant to C.a. above is less than zero, the Policyholder shall pay the Company the total reimbursement previously paid to the Policyholder during the final Active Policy Year and the Policy Year After the Policy Ends and which the Policyholder has not repaid.
- c. In no event shall the amount the Policyholder is required to pay the Company in C.b. above exceed the amount by which the amount in C.a.(ii) is greater than the resultant amount in C.a.(i).

D. [The Policyholder agrees to repay the amount as calculated pursuant to B.b.& B.c., and C.b. & C.c. above within [10] days of written notice from the Company of the amount due. If repayment is not made within such period, interest at an annual percentage rate equal to the prime rate plus one percentage point will be added to the amount due and must be paid to the Company. The Company, at its option, may, in lieu of requesting repayment, reduce the repayment amount from subsequent reimbursements under the Aggregate and/or Specific Excess Loss Insurance, if any.]

**[RIDER #E.1.1: REGULAR AGGREGATE EXCESS LOSS INSURANCE
(With Deficit Carryforward Type A.1)]**

This Rider applies to You only if it is so specified in the Schedule or otherwise added by Amendment.

This Rider: 1) provides for Aggregate Excess Loss Insurance protection; and 2) allows the Company to recover, in any subsequent Policy Year and after the Policy ends, a specified portion of any deficit the Company experienced under the Policyholder's Aggregate Excess Loss Insurance.

This Rider forms a part of Excess Loss Insurance Policy number: *[enter policy number]* to which it is attached and modifies the Policy to the extent provided below. All the terms and conditions of the Policy, not in conflict with this Rider, remain in effect. The provisions and terms of this Rider shall survive beyond the date the Policy ends.

Article IV - Aggregate Excess Loss Insurance, Section B is superseded by the following provisions:

A. Definitions:

As used in this Rider, the following terms shall have the following meanings:

1. "Surplus" for any Policy Year shall mean the amount by which the Annual Attachment Limit exceeds the Plan's total paid Covered Benefits during such Policy Year.
2. "Deficit" for any Policy Year shall mean the amount of the Aggregate Excess Loss Insurance Reimbursement that the Company pays or is liable to pay to the Policyholder which equals the result of the Plan's total paid Covered Benefits during the Policy Year minus the Annual Attachment Limit. A Deficit occurring during any Policy Year will be carried forward for recovery from the Policyholder by the Company in any subsequent Policy Year in which there is a Surplus.
3. "Recoverable Deficit" shall mean the limited amount of a Deficit that can be carried forward from one Policy Year to any following Policy Year for recovery. The Recoverable Deficit is calculated each Policy Year, by adding a Deficit incurred in that Policy Year to any Recoverable Deficit being carried forward from any one or more previous Policy Years, not to exceed 25% of the Annual Attachment Limit of the Policy Year for which such Recoverable Deficit is being calculated. However, if the Policy ends on a date other than the Policy Expiration Date, there will be no limit on the amount of the Recoverable Deficit, which was incurred in a Policy Year prior to the final Policy Year.

B. After the end of each Policy Year, except for the Policy Year specified in C. below:

1. The Company will reimburse the Policyholder the result of the Plan's total paid Covered Benefits during the Policy Year minus the Annual Attachment Limit for such Policy Year.
2. If the amount calculated pursuant to B.1. above is less than zero, the Policyholder shall pay the Company the Recoverable Deficit, if any, from the previous Policy Year which the Policyholder has not repaid.
3. In no event shall the amount the Policyholder is required to pay the Company in B.2. above for any Policy Year exceed the Surplus for such Policy Year.
4. Any Recoverable Deficit portion remaining unpaid by the Policyholder will be carried forward to the following Policy Year.

- C. If the date the Policy ends does not coincide with the Policy Expiration Date, after the end of such final Policy Year:
1. The Company will reimburse the Policyholder the amount by which (i) the result of the Plan's total paid Covered Benefits during the final two Policy Years minus the amount of any reimbursement previously paid to the Policyholder for the Policy Year prior to the final Policy Year and which the Policyholder has not repaid, exceeds (ii) the sum of the Annual Attachment Limits for the final two Policy Years.
 2. If the amount calculated pursuant to C.1. above is less than zero, the Policyholder shall pay the Company the sum of the total reimbursement previously paid to the Policyholder for the Policy Year prior to the final Policy Year and which the Policyholder has not repaid plus the Recoverable Deficit, if any, from the second Policy Year prior to the final Policy Year which the Policyholder has not repaid.
 3. In no event shall the amount the Policyholder is required to pay the Company in C.2. above exceed the amount by which the sum in C.1.(ii) is greater than the resultant amount in C.1.(i).

The Policyholder agrees to repay the amount as calculated pursuant to B.2.& B.3 and C.2. & C.3. above within ten days of written notice from the Company of the amount due. If repayment is not made within such period, interest at an annual percentage rate equal to the prime rate plus one percentage point will be added to the amount due and must be paid to the Company. The Company, at its option, may, in lieu of requesting repayment, reduce the repayment amount from subsequent reimbursements under the Aggregate and/or Specific Excess Loss Insurance, if any.]

**[RIDER #E.1.2: REGULAR AGGREGATE EXCESS LOSS INSURANCE
(With Deficit Carryforward Type A.2)]**

This Rider applies to You only if it is so specified in the Schedule or otherwise added by Amendment.

[This Rider: 1) provides for Aggregate Excess Loss Insurance protection; and 2) allows the Company to recover, in any subsequent Policy Year and after the Policy ends, each Policy Year's limited deficit the Company experienced under the Policyholder's Aggregate Excess Loss Insurance.]

This Rider forms a part of Excess Loss Insurance Policy number: *[enter policy number]* to which it is attached and modifies the Policy to the extent provided below. All the terms and conditions of the Policy, not in conflict with this Rider, remain in effect. The provisions and terms of this Rider shall survive beyond the date the Policy ends.

Article [IV] - Aggregate Excess Loss Insurance, Section B is superseded by the following provisions:

A. Definitions:

As used in this Rider, the following terms shall have the following meanings:

1. "Surplus" for any Policy Year shall mean the amount by which the Annual Attachment Limit exceeds the Plan's total paid Covered Benefits during such Policy Year.
2. "Deficit" for any Policy Year shall mean the amount of the Aggregate Excess Loss Insurance Reimbursement that the Company pays or is liable to pay to the Policyholder which equals [the Aggregate Reimbursement Percentage of] the result of the Plan's total paid Covered Benefits during the Policy Year minus the Annual Attachment Limit. A Deficit occurring during any Policy Year will be carried forward for recovery from the Policyholder by the Company in any subsequent Policy Year in which there is a Surplus.
3. "Recoverable Deficit" for a Policy Year shall mean the limited amount of a Deficit, from that Policy Year, which can be carried forward from one Policy Year to any following Policy Year for recovery. For purposes of this Rider, the Recoverable Deficit will not exceed [*\$enter dollar amount.*] [[25%] of the Annual Attachment Limit of the Policy Year from which such Deficit is being carried forward.] However, if the Policy ends on a date other than the Policy Expiration Date, there will be no limit on the amount of the Recoverable Deficit, which was incurred in a Policy Year prior to the final Policy Year.

B. After the end of each Policy Year, except for the Policy Year specified in C. below:

1. The Company will reimburse the Policyholder [the Aggregate Reimbursement Percentage of] the result of the Plan's total paid Covered Benefits during the Policy Year minus the Annual Attachment Limit for such Policy Year.
2. If the amount calculated pursuant to B.1. above is less than zero, the Policyholder shall pay the Company the Recoverable Deficit, if any, from all previous Policy Years which the Policyholder has not repaid.
3. In no event shall the amount the Policyholder is required to pay the Company in B.2. above exceed the Surplus for such Policy Year.
4. Any Recoverable Deficit portion remaining unpaid by the Policyholder will be carried forward to the following Policy Year.

- C. If the date the Policy ends does not coincide with the Policy Expiration Date, after the end of such final Policy Year:
1. The Company will reimburse the Policyholder [the Aggregate Reimbursement Percentage of] the amount by which (i) the result of the Plan's total paid Covered Benefits during the final two Policy Years minus any reimbursement previously paid to the Policyholder for the Policy Year prior to the final Policy Year and which the Policyholder has not repaid, exceeds (ii) the sum of the Annual Attachment Limits for the final two Policy Years.
 2. If the amount calculated pursuant to C.1. above is less than zero, the Policyholder shall pay the Company the sum of the total reimbursement previously paid to the Policyholder for the Policy Year prior to the final Policy Year and which the Policyholder has not repaid plus the Recoverable Deficit, if any, from all previous Policy Years which the Policyholder has not repaid.
 3. In no event shall the amount the Policyholder is required to pay the Company in C.2. above exceed the amount by which the sum in C.1.(ii) is greater than the resultant amount in C.1.(i).
- D. The Policyholder agrees to repay the amount of any Recoverable Deficit as calculated pursuant to B.2.& B.3 and C.2. & C.3. above within [ten] days of written notice from the Company of the amount due. If repayment is not made within such period, interest at an annual percentage rate equal to the prime rate plus one percentage point will be added to the amount due and must be paid to the Company. The Company, at its option, may, in lieu of requesting repayment, reduce the repayment amount from subsequent reimbursements under the Aggregate and/or Specific Excess Loss Insurance, if any.]

**[RIDER #E.2: REGULAR AGGREGATE EXCESS LOSS INSURANCE
(With Deficit Carryforward Type B)**

This Rider applies to You only if it is so specified in the Schedule or otherwise added by Amendment.

[This Rider: 1) provides for Aggregate Excess Loss Insurance protection; and 2) allows the Company to recover, in any subsequent Policy Year a specified portion of any deficit, and after the Policy ends a deferred portion of any deficit, that the Company experienced under the Policyholder's Aggregate Excess Loss Insurance.]

This Rider forms a part of Excess Loss Insurance Policy number: *[enter policy number]* to which it is attached and modifies the Policy to the extent provided below. All the terms and conditions of the Policy, not in conflict with this Rider, remain in effect. The provisions and terms of this Rider shall survive beyond the date the Policy ends.

Article [IV] - Aggregate Excess Loss Insurance, Section B is superseded by the following provisions:

A. Definitions:

As used in this Rider, the following terms shall have the following meanings:

1. "Surplus" for any Policy Year shall mean the amount by which the Annual Attachment Limit exceeds the Plan's total paid Covered Benefits during such Policy Year.
2. "Deficit" for any Policy Year shall mean the amount of the Aggregate Excess Loss Insurance Reimbursement that the Company pays or is liable to pay to the Policyholder which equals [the Aggregate Reimbursement Percentage of] the result of the Plan's total paid Covered Benefits during the Policy Year minus the Annual Attachment Limit. A Deficit occurring during any Policy Year will be carried forward for recovery from the Policyholder by the Company in any subsequent Policy Year in which there is a Surplus.
- [3. "Immediately Recoverable Deficit" shall mean the limited amount of a Deficit that can be immediately carried forward from one Policy Year to any following Policy Year for recovery. The Immediately Recoverable Deficit is calculated each Policy Year, by adding a Deficit incurred in that Policy Year to any Deficit being carried forward from any one or more previous Policy Years, not to exceed [*\$ enter dollar amount.*] [[25%] of the Annual Attachment Limit of the Policy Year for which such Immediately Recoverable Deficit is being calculated.] However, if the Policy ends on a date other than the Policy Expiration Date, there will be no limit on the amount of the Immediately Recoverable Deficit, which was incurred in a Policy Year prior to the final Policy Year.]
- [3. "Immediately Recoverable Deficit" for a Policy Year shall mean the limited amount of a Deficit, from that Policy Year, which can be immediately carried forward from one Policy Year to any following Policy Year for recovery. For purposes of this Rider, the Immediately Recoverable Deficit will not exceed [*\$ enter dollar amount.*] [[25%] of the Annual Attachment Limit of the Policy Year from which such Deficit is being carried forward.] However, if the Policy ends on a date other than the Policy Expiration Date, there will be no limit on the amount of the Immediately Recoverable Deficit, which was incurred in a Policy Year prior to the final Policy Year.]
4. "Deferred Recoverable Deficit" for a Policy Year shall mean the amount of a Deficit, from that Policy Year, which exceeds the Immediately Recoverable Deficit. This amount is carried forward for recovery by the Company after the end of the final Policy Year. [For purposes of this Rider, there is no limit on the amount of the Deferred Recoverable Deficit.] [For purposes of this Rider, the Deferred Recoverable Deficit will not exceed [*\$enter dollar amount.*] [[25%] of the Annual Attachment Limit of the Policy Year prior to the final Policy Year.]

- B. After the end of each Policy Year other than the final Policy Year:
1. The Company will reimburse the Policyholder [the Aggregate Reimbursement Percentage of] the result of the Plan's total paid Covered Benefits during the Policy Year minus the Annual Attachment Limit for such Policy Year.
 2. If the amount calculated pursuant to B.1. above is less than zero, the Policyholder shall pay the Company the Immediately Recoverable Deficit, if any, from [the previous Policy Year] [all previous Policy Years] which the Policyholder has not repaid.
 3. In no event shall the amount the Policyholder is required to pay the Company in B.2. above exceed the Surplus for such Policy Year.
 4. Any Immediately Recoverable Deficit portion remaining unpaid will be carried forward to the following Policy Year.
- C. If the date the Policy ends coincides with the Policy Expiration Date, after the end of such final Policy Year:
1. The Company will reimburse the Policyholder [the Aggregate Reimbursement Percentage of] the result of the Plan's total paid Covered Benefits during such final Policy Year minus the Annual Attachment Limit for such final Policy Year.
 2. If the amount calculated pursuant to C.1. above is less than zero, the Policyholder shall pay the Company the sum of the Immediately Recoverable Deficit plus the Deferred Recoverable Deficit from all previous Policy Years which the Policyholder has not repaid.
 3. In no event shall the amount the Policyholder is required to pay the Company in C.2. above exceed the Surplus for such final Policy Year.
- D. If the date the Policy ends does not coincide with the Policy Expiration Date, after the end of such final Policy Year:
1. The Company will reimburse the Policyholder [the Aggregate Reimbursement Percentage of] the amount by which (i) the result of the Plan's total paid Covered Benefits during the final two Policy Years minus the amount of any reimbursement previously paid to the Policyholder for the Policy Year prior to the final Policy Year and which the Policyholder has not repaid, exceeds (ii) the sum of the Annual Attachment Limits for the final two Policy Years.
 2. If the amount calculated pursuant to D.1. above is less than zero, the Policyholder shall pay the Company the sum of (i) the total reimbursement the Company previously paid to the Policyholder for the Policy Year prior to the final Policy Year, plus (ii) the sum of the Immediately Recoverable Deficit plus the Deferred Recoverable Deficit from all previous Policy Years which the Policyholder has not repaid.
 3. In no event shall the amount the Policyholder is required to pay the Company in D.2. above exceed the amount by which the sum in D.1.(ii) is greater than the resultant amount in D.1.(i).
- E. The Policyholder agrees to repay the amount as calculated pursuant to B.2. & B.3., C.2. & C.3. and D.2 & D.3 above within ten days of written notice from the Company of the amount due. If repayment is not made within such period, interest at an annual percentage rate equal to the prime rate plus one percentage point will be added to the amount due and must be paid to the Company. The Company, at its option, may, in lieu of requesting repayment, reduce the repayment amount from subsequent reimbursements under the Aggregate and/or Specific Excess Loss Insurance, if any.]

**[RIDER #E.3: REGULAR AGGREGATE EXCESS LOSS INSURANCE
(With Terminal Protection)**

This Rider applies to You only if it is so specified in the Schedule or otherwise added by Amendment.

This Rider: 1) provides for the Aggregate Excess Loss Insurance protection on an annual reconciliation basis; and 2) expands the Aggregate Excess Loss Insurance protection to cover Your Plan's otherwise Covered Benefits paid during a specified period after the end of the Policy.

This Rider forms a part of Excess Loss Insurance Policy number: *[enter policy number]* to which it is attached and modifies the Policy to the extent provided below. All the terms and conditions of the Policy, not in conflict with this Rider, remain in effect. The provisions and terms of this Rider shall survive beyond the date the Policy ends.

Article IV - Aggregate Excess Loss Insurance, Section B is superseded by the following provisions:

A. Definitions:

As used in this Rider, the following terms shall have the following meanings:

1. "Active Policy Year" shall mean any Policy Year prior to the date this Policy ends.
2. If this Policy ends for any reason except the Policyholder's insolvency or failure to pay premium on time, the Policy shall include the "Policy Year After the Policy Ends," which shall contain [12] consecutive of calendar months (which shall be deemed Policy Months) and shall begin on the date immediately after the final Active Policy Year ends.

B. At the end of each Active Policy Year, as follows:

1. If the date the Policy Year ends coincides with the Policy Expiration Date, after the end of such Policy Year:

The Company will reimburse the Policyholder [the Aggregate Reimbursement Percentage of] the amount by which (i) the result of the Plan's total paid Covered Benefits for the Policy Year to date exceeds (ii) the Annual Attachment Limit for such Policy Year.

2. If the date the Policy Year ends does not coincide with the Policy Expiration Date, after the end of such Policy Year:
 - a. The Company will reimburse the Policyholder [the Aggregate Reimbursement Percentage of] the amount by which (i) the result of the Plan's total paid Covered Benefits for the final two Active Policy Years to date minus the amount of any reimbursement previously paid to the Policyholder after the end of the first prior Active Policy Year exceeds (ii) the sum of the total of the Annual Attachment Limits for the final two Active Policy Years.
 - b. If the amount calculated pursuant to B.2.a. above is less than zero, the Policyholder shall pay the Company the total reimbursement previously paid to the Policyholder after the end of the first prior Active Policy Year.
 - c. In on event shall the amount the Policyholder is required to pay the Company in B.2.b above exceed the amount by which the sum in B.2.a.(ii) is greater than the resultant amount in B.2.a.(i).

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C. During the Policy Year After the Policy Ends:

1. If the date the Policy ends coincides with the Policy Expiration Date:

At the end of the [third] Policy Month of the Policy Year After the Policy Ends and any subsequent Policy Month thereafter:

- a. The Company will reimburse the Policyholder [the Aggregate Reimbursement Percentage of] the amount by which (i) the result of the Plan's total paid Covered Benefits during the final Active Policy Year and the Policy Year After the Policy Ends minus the amount of any reimbursement previously paid to the Policyholder after the end of the final Active Policy Year and during the Policy Year After the Policy Ends and which the Policyholder has not repaid, exceeds (ii) the sum of the Annual Attachment Limit for the final Active Policy Year plus the total of the Terminal Attachment Limits for the [first, second and third] Policy Months of the Policy Year after the Policy ends.
- b. If the result as calculated pursuant to C.1.a. above is less than zero, the Policyholder shall pay the Company the total reimbursement previously paid to the Policyholder after the end of the final Active Policy Year and during the Policy Year After the Policy Ends and which the Policyholder has not repaid.
- c. In no event shall the amount the Policyholder is required to pay the Company in C.1.b. above exceed the amount by which the amount in C.1.a.(ii) is greater than the resultant amount in C.1.a.(i).

2. If the date the Policy ends does not coincide with the Policy Expiration Date:

At the end of the [third] Policy Month of the Policy Year After the Policy Ends and any subsequent Policy Month thereafter:

- a. The Company will reimburse the Policyholder [the Aggregate Reimbursement Percentage of] the amount by which (i) the result of the Plan's total paid Covered Benefits during the final two Active Policy Years and the Policy Year After the Policy Ends minus the amount of any reimbursement previously paid to the Policyholder after the end of the final two Active Policy Years and during the Policy Year After the Policy Ends and which the Policyholder has not repaid, exceeds (ii) the sum of the total of the Annual Attachment Limits for the final two Active Policy Years plus the total of the Terminal Attachment Limits for the [first, second and third] Policy Months of the Policy Year after the Policy Ends.
- b. If the result as calculated pursuant to C.2.a. above is less than zero, the Policyholder shall pay the Company the total reimbursement previously paid to the Policyholder after the end of the final two Active Policy Years and during the Policy Year After the Policy Ends and which the Policyholder has not repaid.
- c. In no event shall the amount the Policyholder is required to pay the Company in C.2.b. above exceed the amount by which the sum in C.2.a.(ii) is greater than the resultant amount in C.2.a.(i).

D. The Policyholder agrees to repay the amount as calculated pursuant to B.2.b. & B.2.c., C.1.b. & C.1.c. and C.2.b. & C.2.c. above within ten days of written notice from the Company of the amount due. If repayment is not made within such period, interest at an annual percentage rate equal to the prime rate plus one percentage point will be added to the amount due and must be paid to the Company. The Company, at its option, may, in lieu of requesting repayment, reduce the repayment amount from subsequent reimbursements under the Aggregate and/or Specific Excess Loss Insurance, if any.]

NEL-RE3(02-06)

**RIDER #E.4: REGULAR AGGREGATE EXCESS LOSS INSURANCE
With TERMINAL PROTECTION
(Level Funding)**

This Rider applies to You only if it is so specified in the Schedule or otherwise added by Amendment.

[This Rider: 1) provides for the Aggregate Excess Loss Insurance protection on an annual reconciliation basis; and 2) expands the Aggregate Excess Loss Insurance protection to cover Your Plan's otherwise Covered Benefits paid during a specified period after the end of the Policy.]

This Rider forms a part of Excess Loss Insurance Policy number: *[enter policy number]* to which it is attached and modifies the Policy to the extent provided below. All the terms and conditions of the Policy, not in conflict with this Rider, remain in effect. The provisions and terms of this Rider shall survive beyond the date the Policy ends.

Article - Aggregate Excess Loss Insurance, Section B is superseded by the following provisions:

A. Definitions:

As used in this Rider, the following terms shall have the following meanings:

- a. "Active Policy Year" shall mean any Policy Year prior to the date this Policy ends.
- b. If this Policy ends for any reason except the Policyholder's insolvency or failure to pay premium on time, the Policy shall include the "Policy Year After the Policy Ends", which shall contain [15] consecutive calendar months (which shall be deemed Policy Months) and shall begin on the date immediately after the final Active Policy Year ends.

B. At the end of each Active Policy Year, the Company will reimburse the Policyholder [the Aggregate Reimbursement Percentage of] the amount by which (i) the result of the Plan's total paid Covered Benefits for the Policy Year to date exceeds (ii) the Annual Attachment Limit for such Policy Year.

C. During the Policy Year After the Policy Ends, at the end of the [third] Policy Month of the Policy Year After the Policy Ends and any subsequent Policy Month thereafter:

- a. The Company will reimburse the Policyholder [the Aggregate Reimbursement Percentage of] the amount by which (i) the result of the Plan's total paid Covered Benefits during the final Active Policy Year and the Policy Year After the Policy Ends minus the amount of any reimbursement previously paid to the Policyholder after the end of the final Active Policy Year and during the Policy Year After the Policy Ends and which the Policyholder has not repaid, exceeds (ii) the sum of the Annual Attachment Limit for the final Active Policy Year plus the total of the Terminal Attachment Limits for the [first, second and third] Policy Months of the Policy Year after the Policy ends.
- b. If the result as calculated pursuant to C.a. above is less than zero, the Policyholder shall pay the Company the total reimbursement previously paid to the Policyholder after the end of the final Active Policy Year and during the Policy Year After the Policy Ends and which the Policyholder has not repaid.
- c. In no event shall the amount the Policyholder is required to pay the Company in C.b. above exceed the amount by which the amount in C.a.(ii) is greater than the resultant amount in C.a.(i).

D. [The Policyholder agrees to repay the amount as calculated pursuant to C.b. & C.c. above within [10] days of written notice from the Company of the amount due. If repayment is not made within such period, interest at an annual percentage rate equal to the prime rate plus one percentage point will be added to the amount due and must be paid to the Company. The Company, at its option, may, in lieu of requesting repayment, reduce the repayment amount from subsequent reimbursements under the Aggregate and/or Specific Excess Loss Insurance, if any.]

NEL-RE4(09-07)

Standard Excess Loss Disclosure Form Instructions for Completion

HIPAA Privacy permits the release of Protected Health Information (PHI) for the purpose of evaluating and accepting risk associated with the Applicant as a part of “health care operations”. The Company/MGU shall use the information provided solely for the purpose of evaluating the acceptability of this risk and shall not disclose any PHI collected except in performing this risk evaluation.

The Company will rely upon the information provided on the attached disclosure form, which will become part of the Application for coverage or renewal, as applicable, of excess loss insurance. The purpose of the form is to allow the Company to take underwriting action on all known risks in the categories listed below. It is the Applicant's responsibility, either directly or through their designated representative, to accurately report all claims known as of the date of this disclosure by making a thorough review of all applicable records. Such records shall include historical claims reports, disability records, current information from administrators, insurers, utilization management companies, managed care companies, and any Agent/Broker of the Applicant. In exchange, the Company will accept the liability for any truly unknown risks. The attached disclosure form must be completed and signed by the appropriate parties no more than [thirty (30)] days prior to the proposed Effective Date of excess loss coverage or of the renewal effective date, as applicable, and received by the Company within [five (5)] days of completion.

Upon receipt of the completed disclosure, the Company will assess all data, new and previously reported, and will inform the producer in writing within [five (5)] days of any changes to the rates, factors or terms of coverage or of renewal, as applicable. The Company reserves the right to rescind the proposal in its entirety based upon a review of all information submitted during the proposal process.

List on the Disclosure Form all risks known to:

1. Be currently disabled, confined to a Medical Facility, or have been precertified within [the last three months].
2. Have received medical services during the current plan year the cost of which exceeds the lesser of, 50% of the lowest Specific Deductible Amount applied for or [\$ 10,000], and for which bills have been received by the Claims Administrator and entered into their Claims System.
3. Have been identified as a candidate for Case Management and as having the potential to exceed during the policy period, the lesser of, 50% of the lowest Specific Deductible Amount applied for, or [\$ 10,000].
4. Have been diagnosed, during the current plan year, with a condition represented by any of the ICD-9 codes contained in the attached list [and have also received medical services costing \$5,000 or more during the same period].
5. No longer be eligible for coverage under the plan, but may elect COBRA at a later date. These individuals will automatically be excluded from coverage until their health status has been reviewed by the Company.

If the Applicant fails to disclose any risk known to fall into one of the above categories, either intentionally or because a thorough review of all records was not conducted, then the Company will have no liability for claims on the risk not disclosed.

ICD-9 Codes for Disclosure Notification

Please list all proposed Covered Persons who have been diagnosed with or treated for any of the codes listed under the following categories during the current Benefit Period:

001-139 Infectious and Parasitic Diseases

038-038.9 Septicemia
042 AIDS / HIV
070-070.9 Viral Hepatitis

140-239 Neoplasms

140-149.9 Malignant Neoplasm of Lip, Major Salivary Glands, Gum, Mouth, Oropharynx, Nasopharynx, and/or Hypopharynx
150-150.9 Malignant Neoplasm of Esophagus
151-151.9 Malignant Neoplasm of Stomach
153-153.9 Malignant Neoplasm of Colon
154-154.8 Malignant Neoplasm of Rectum
155-155.2 Malignant Neoplasm of Liver
157-157.9 Malignant Neoplasm of Pancreas
161-161.9 Malignant Neoplasm of Larynx
162-162.9 Malignant Neoplasm of Lung
170-170.9 Malignant Neoplasm of Bone
174-174.9 Malignant Neoplasm of Female Breast
179-182.8 Malignant Neoplasm of Uterus or Cervix
183-183.9 Malignant Neoplasm of Ovary
185 Malignant Neoplasm of Prostate
186-186.9 Malignant Neoplasm of Testis
188-189.9 Malignant Neoplasm of Bladder, Kidney, Urinary
191-191.9 Malignant Neoplasm of Brain
192-192.9 Malignant Neoplasm of Nervous System
194-194.9 Malignant Neoplasm of Endocrine Glands
195-195.8 Malignant Neoplasm of Other Ill-Defined Sites
196-196.9 Secondary Malignant Neo. Lymph Nodes
197-197.8 Secondary Malignant Neo. Respty and Digestive Systems
198-198.89 Secondary Malignant Neo. Other Specified Sites
200-208.9 Lymphoma and/or Leukemia
235 Neoplasm Uncertain Behavior
239.2 Neoplasm Unspecified Nature – Bone, Skin

240-279 Endocrine, Nutritional, Metabolic, Immunity

250-250.9 Diabetes
277.0 Cystic Fibrosis
278.0 Obesity/Hyperalimment

280-289 Diseases of the Blood and Blood-Forming Organs

282.6 Sickle-Cell Anemia
284.9 Aplastic Anemia NOS
286-286.9 Coagulation Defects and/or Hemophilia

320-389 Diseases of the Nervous System and Sense Organs

330 Cerebral degenerations
344.0-344.09 Quadriplegia and Quadripareisis
331.0-331.9 Reye's Syndrome
344.1 Paraplegia
348.0-348.9 Encephalopathy
357, 358 Neuropathy / Myasthenia Gravis

390-459 Diseases of the Circulatory System

410-410.9 Acute Myocardial Infarction
411-411.89 Acute and Subacute Ischemic Heart Disease
414-414.05 Coronary Atherosclerosis (ASHD)
415-415.19 Acute Pulmonary Heart Disease
416-416.9 Chronic Pulmonary Heart Disease
417.1 Aneurysm of Pulmonary Artery
421-421.9 Acute and Subacute Endocarditis
424-424.9 Valve Disorders
425-425.9 Cardiomyopathy
426-426.9 Conduction Disorders
427-427.9 Cardiac Dysrhythmias
428-428.9 Heart Failure
430, 431 Subarachnoid / Intracerebral Hemorrhage
434.9 Occlusion of Cerebral Arteries
436 Acute Cerebrovascular Accident (CVA)

440-441.9 Atherosclerosis / Aortic Aneurysm

460-519 Diseases of the Respiratory System

480-486 Pneumonia
490-496 Chronic Obstructive Pulmonary Disease (COPD), etc.
515 Postinflammatory Pulmonary Fibrosis
518-518.89 Pulmonary Collapse and/or Respiratory Failure

520-579 Diseases of the Digestive System

555-555.9 Regional Enteritis (Crohn's Disease)
560.0-560.9 Intestinal Obstruction
562.1 Diverticulitis of Colon
567-567.9 Peritonitis
569.0-569.9 Other Disorders of Intestine
570-571.9 Liver Diseases and Cirrhosis
572.8 Other Sequela of Chronic Liver Disease
573-573.9 Other Liver Disorders
577-577.9 Pancreas Diseases
578-578.9 Gastrointestinal Hemorrhage

580-629 Diseases of the Genitourinary System

584-584.9 Acute Renal Failure
585 Chronic Renal Failure
586 Renal Failure, Unspecified
588 Disorders resulting from impaired renal function
592 Calculus of Kidney & Ureter

630-677 Complications of Pregnancy, Childbirth

641.1 Placenta Previa
642.5-642.7 Eclampsia, pre-eclampsia
644.0-644.2 Premature Labor
648.0 Gestational Diabetes
651 Multiple Gestation
654.5 Cervical Incompetence

710-739 Diseases of the Musculoskeletal System and Connective Tissue

715.0-715.9 Osteoarthritis
721.3 Lumbosacral Spondylosis
722.0-722.9 Intervertebral Disc Disorders
730-730.9 Osteomyelitis and/or Periostitis
737.3 Kyphoscoliosis and scoliosis

740-759 Congenital Anomalies

747.2 Aortic Atresia / Stenosis
751.6 Biliary Atresia
759-759.9 Other and Unspecified Congenital Anomalies

760-779 Conditions Originating in the Perinatal Period

765-765.1 Prematurity
769 Respiratory Distress Syndrome
770.0-770.9 Other Respiratory Conditions of Newborn

780-799 Symptoms, Signs, and Ill-Defined Conditions

785-785.9 Symptoms Involving Cardiovascular System
786.5-786.59 Chest Pain

800-999 Injury and Poisoning

800-804.9 Fracture of Skull
805-805.9 Fracture of Vertebral Column
806-806.9 Fracture of Vertebral Column with Spinal Cord Injury
828-828.1 Multiple Fractures
853-854.1 Intracranial Injury
869-869.1 Internal Injury
887-887.7 Traumatic Amputation of Arm and Hand
897-897.7 Traumatic Amputation of Leg
949-949.5 Burns
952-952.9 Spinal Cord Injury
996-997.0 Complications peculiar to certain specified conditions
V23 *Supervision of High Risk Pregnancy*
V42 – V58.9 *Transplants, etc*

ICD-9 Codes for Disclosure Notification

[Please list all proposed Covered Persons who have been diagnosed with or treated for any of the codes listed under the following categories during the current Benefit Period:

Diagnosis	ICD-9 Code
AIDS	
Bronchial or Pulmonary Candidiasis	112.4
Encenphalopathy	348.3
Human Immunodeficiency Virus	042
Pneumocystis Carinii Pneumonia	136.3
Toxoplasmosis	130.9
Tuberculosis	011-011.9
Amputations	
Arms and Hands	887-887.7
Legs and Feet	896-897.7
Blood Disorders	
Aplastic Anemia	284-284.9
Coagulation Defects	286-286.9
Immune Deficiencies	279-279.9
Burns	
Over 20% of the Body	948-948.9
Cardiovascular Disease	
Cardiomyopathy	425-425.9
Heart Failure	428-248.9
Intermediate Coronary Syndrome	410-411.89
Primary Pulmonary Hypertension	416.0
Cerebral Vascular Disease with Neurological Deficits	
Acute Vascular Disease (Stroke/CVA)	436
Anoxic Brain Damage	348.1
Coma	780.01
Intracerebral Hemorrhage	430-432.9
Multiple Fractures, Skull/Face	803.00
Diabetes Mellitus Complications	
Amputations	443.8-444.9
Circulatory Disorders	250.7-250.73
Head and Spinal Trauma	
Closed Head Injury	803-803.9
Complications of Trauma	958-958.8
Hemiplegia	342-342.09
Paraplegia	344.1
Quadruplegia	344.0-344.9
Spinal Cord Injury	952-952.9

Diagnosis	ICD-9 Code
High-Risk Neonatal	
Apnea/Bradycardia	770.8
Biliary Atresia	751.61
Broncho-Pulmonary Dysplasia (BPD)	770.7
Congenital anomalies of heart	746-746.9
Cystic Fibrosis	277.0-277.01
Intestinal Malabsorption	579-579.9
Intrauterine hypoxia and birth asphyxia	768-768.9
Other congenital anomalies of nervous system (includes hydrocephalus)	742-742.9
Respiratory Distress Syndrome	769
Short gestation, low birth weight <2,500g	765-765.1
Spina bifida	741-741.9
High Risk Obstetrical	
Multiple Gestations	651-651.9
Premature Rupture of Membranes	658.13
Infectious Diseases	
Crohn's Disease	555-555.9
Meningitis	320-321.2
Osteomyelitis	730.730.8
Subacute Bacterial Endocarditis	421
Malignant Neoplasms – Any Site	
Cancers	140-208.9
Neurofibromatosis	237.7-237.72
Neuromuscular	
Amyotrophic Lateral Sclerosis (Lou Gehrig's disease)	335.20
Cerebral Palsy	343-343.9
Guillain-Barre	357.0
Multiple Sclerosis	340
Myopathy	359-359.9
Renal Failure	
584-585	
Other	
Alpha-1 Antitrypsin Deficiency	277.6
Aneurysm	441-442.9
Cirrhosis of the liver	570-571.9
Emphysema	492-492.8
Gaucher's Disease	272.7
Hepatitis	70.2-70.9
Lupus	710.0
Morbid Obesity	278.01
Pancreatitis	577-577.9
Post-inflammatory Pulmonary Fibrosis	515

In addition to the referenced diagnoses, the Company requires notification when any of the following procedures/claim situations occur:

- Transplants
- Length of stay request more than 7 days
- Trauma/Multiple Injuries
- Request for transfer to a rehabilitation facility
- Hyperalimentation (TPN)
- Home IV antibiotic therapy
- High Risk Pregnancy (Multiple Births)
- Initiation of hemodialysis

Procedures	ICD-9 Code	CPT Code
<i>Cardioverter / defibrillator</i>	37.9	33216, 33217
Craniotomy	01.24	61304-61305
Gastric Bypass	44.3-44.39	43842, 43843, 43846, 43847
Hemodialysis	39.95	90935-90937
Hyperbaric Oxygenation	93.59	99183
Implant Cardiac Assist Device	37.6	92970
Insertion shunt/fistula	39.93	36821
Laryngectomy/Radical Neck Dissection	30.4	31360-31382
Pancreatectomy	52-52.99	48140-48146, 48150-48154
Plasmapheresis	99.71	36520-36521
TPN (Total Parenteral Nutrition)	99.15	NA
Tracheostomy	31.2	31600-31605
Transplants	V42 codes	See Below
Ventilator patient greater than 4 days	96.72	94656-94657

Transplant Type	CPT Code
Bone Marrow Transplant	38240-38241
Heart	33945
Heart-Lung	33935
Kidney	50360
Liver	47136
Lung (single)	32851-32852
Lung (double)	32853-32854
Pancreas	48160, 48550-48556
Small Bowel	44135-44136

]

SERFF Tracking Number: CCGH-125707423 *State:* Arkansas
Filing Company: Connecticut General Life Insurance Company *State Tracking Number:* 39410
Company Tracking Number:
TOI: H151 Individual Health - *Sub-TOI:* H151.001 Health - Hospital/Surgical/Medical
Hospital/Surgical/Medical Expense Expense
Product Name: Excess Loss
Project Name/Number: 2008 GW Excess Loss Look-Alike/

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CCGH-125707423 State: Arkansas
 Filing Company: Connecticut General Life Insurance Company State Tracking Number: 39410
 Company Tracking Number:
 TOI: H151 Individual Health - Sub-TOI: H151.001 Health - Hospital/Surgical/Medical
 Hospital/Surgical/Medical Expense Expense
 Product Name: Excess Loss
 Project Name/Number: 2008 GW Excess Loss Look-Alike/

Supporting Document Schedules

<p> Satisfied -Name: Certification/Notice Comments: Attachments: AR GW Cert of Compliance Rule 19.doc ListofForms608ar.doc </p>	<p> Review Status: Approved-Closed 07/07/2008 </p>
<p> Bypassed -Name: Application Bypass Reason: Included in the form schedule. Comments: </p>	<p> Review Status: Approved-Closed 07/07/2008 </p>
<p> Bypassed -Name: Outline of Coverage Bypass Reason: N/A Comments: </p>	<p> Review Status: Approved-Closed 07/07/2008 </p>

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Filing Company: Connecticut General Life Insurance Company *State Tracking Number:* 39410
Company Tracking Number:
TOI: H151 Individual Health - *Sub-TOI:* H151.001 Health - Hospital/Surgical/Medical
Hospital/Surgical/Medical Expense Expense
Product Name: Excess Loss
Project Name/Number: 2008 GW Excess Loss Look-Alike/

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