

SERFF Tracking Number:	AENX-126013251	State:	Arkansas
Filing Company:	Aetna Life Insurance Company	State Tracking Number:	41393
Company Tracking Number:	LT AR0113501F01		
TOI:	H21 Health - Other	Sub-TOI:	H21.000 Health - Other
Product Name:	2008 Stop Loss		
Project Name/Number:	2008 Stop Loss/LT AR0113501F01		

Filing at a Glance

Company: Aetna Life Insurance Company

Product Name: 2008 Stop Loss

TOI: H21 Health - Other

Sub-TOI: H21.000 Health - Other

Filing Type: Form

SERFF Tr Num: AENX-126013251 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 41393

Co Tr Num: LT AR0113501F01

State Status: Approved-Closed

Author: SPI AetnaSPI

Reviewer(s): Rosalind Minor

Date Submitted: 01/29/2009

Disposition Date: 02/20/2009

Disposition Status: Approved-
Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name: 2008 Stop Loss

Project Number: LT AR0113501F01

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 02/20/2009

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Large

Group Market Type: Employer

Explanation for Other Group Market Type:

State Status Changed: 02/20/2009

Created By: SPI AetnaSPI

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: SPI AetnaSPI

Filing Description:

The Group Stop Loss Policy Form GR-96272 reflects our standard stop loss coverage written in conjunction with administrative service contracts issued to self-funded employer sponsored group health plans. The policy indemnifies the employer for contractual obligations which exceed a designated attachment point. There are three coverage options described in this form: Individual Stop Loss, Aggregate Stop Loss, and Combined Individual and Aggregate Stop Loss.

We have included new features available to our Stop Loss products to lower premium costs and added definitions to clarify our claim payment practices. Some examples are as follows:

* The Family Individual Stop Loss Amount allows the pooling of stop loss claims for members of the same family (eligible employee and their enrolled dependents). Eligible Claims will be paid by Aetna when the cumulative amount of

SERFF Tracking Number: AENX-126013251 State: Arkansas
 Filing Company: Aetna Life Insurance Company State Tracking Number: 41393
 Company Tracking Number: LT AR0113501F01
 TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other
 Product Name: 2008 Stop Loss
 Project Name/Number: 2008 Stop Loss/LT AR0113501F01

Eligible Claims for the family exceeds the Family Individual Stop Loss Amount.

* The Maximum Individual Stop Loss Payment Amount is Aetna's limit on the individual benefit amount which will be paid by Aetna for the Policy Year.

* The definition of "Incurred" clearly defines the rationale to determine the date on which services are rendered or supplies are received by a covered Participant.

[Stop Loss Policy Rider Form No. GR-96272-R2 is to be used when a policyholder has selected the Deferred Premium Option and/or Deficit Carry Forward Option.

Please refer to the cover letter for additional details.

Company and Contact

Filing Contact Information

John Ciesielski, Product and Regulatory Affairs CiesielskiJW@Aetna.com
 Manager

151 Farmington Avenue 860-279-1282 [Phone]
 Mail Stop RW61 860-952-2069 [FAX]
 Hartford, CT 06156

Filing Company Information

Aetna Life Insurance Company	CoCode: 60054	State of Domicile: Connecticut
151 Farmington Avenue	Group Code: 1	Company Type:
Hartford, CT 06156	Group Name: Aetna	State ID Number:
(860) 273-7546 ext. [Phone]	FEIN Number: 06-6033492	

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Aetna Life Insurance Company	\$50.00	01/29/2009	25361147

<i>SERFF Tracking Number:</i>	<i>AENX-126013251</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Aetna Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>41393</i>
<i>Company Tracking Number:</i>	<i>LT AR0113501F01</i>		
<i>TOI:</i>	<i>H21 Health - Other</i>	<i>Sub-TOI:</i>	<i>H21.000 Health - Other</i>
<i>Product Name:</i>	<i>2008 Stop Loss</i>		
<i>Project Name/Number:</i>	<i>2008 Stop Loss/LT AR0113501F01</i>		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	02/20/2009	02/20/2009

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Stop Loss application (direct)	SPI AetnaSPI	02/18/2009	02/18/2009
Form	Stop Loss application	SPI AetnaSPI	02/17/2009	02/17/2009
Form	Stop Loss application	SPI AetnaSPI	02/17/2009	02/17/2009

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Stop Loss Application	Note To Filer	Rosalind Minor	02/17/2009	02/17/2009
Application	Note To Filer	Rosalind Minor	02/04/2009	02/04/2009

SERFF Tracking Number: AENX-126013251 *State:* Arkansas
Filing Company: Aetna Life Insurance Company *State Tracking Number:* 41393
Company Tracking Number: LT AR0113501F01
TOI: H21 Health - Other *Sub-TOI:* H21.000 Health - Other
Product Name: 2008 Stop Loss
Project Name/Number: 2008 Stop Loss/LT AR0113501F01

Disposition

Disposition Date: 02/20/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AENX-126013251 State: Arkansas
 Filing Company: Aetna Life Insurance Company State Tracking Number: 41393
 Company Tracking Number: LT AR0113501F01
 TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other
 Product Name: 2008 Stop Loss
 Project Name/Number: 2008 Stop Loss/LT AR0113501F01

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	No
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Form	Stop Loss Insurance Policy - Third Party Administrator	Approved-Closed	Yes
Form	Aetna Financial Advantage Rider	Approved-Closed	Yes
Form (revised)	Stop Loss application	Approved-Closed	Yes
Form	Stop Loss application	Replaced	Yes
Form	Stop Loss application (direct)	Approved-Closed	Yes

SERFF Tracking Number: AENX-126013251 State: Arkansas
 Filing Company: Aetna Life Insurance Company State Tracking Number: 41393
 Company Tracking Number: LT AR0113501F01
 TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other
 Product Name: 2008 Stop Loss
 Project Name/Number: 2008 Stop Loss/LT AR0113501F01

Amendment Letter

Submitted Date: 02/18/2009

Comments:

We have included alternative stop loss application with arkansas specific disclosures

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
GR-96476-APP-AR	Application/Enrollment Form	EStop Loss application (direct)	Initial				0.000	GR-96476-APP-AR.PDF

SERFF Tracking Number: AENX-126013251 State: Arkansas
 Filing Company: Aetna Life Insurance Company State Tracking Number: 41393
 Company Tracking Number: LT AR0113501F01
 TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other
 Product Name: 2008 Stop Loss
 Project Name/Number: 2008 Stop Loss/LT AR0113501F01

Amendment Letter

Submitted Date: 02/17/2009

Comments:

Application revised as directed with respect to Fraud notice.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
GR-96272-APP-AR	Application/ES rollment Form	Stop Loss application	Initial				0.000	GR-96272-APP-AR.PDF

SERFF Tracking Number: AENX-126013251 *State:* Arkansas
Filing Company: Aetna Life Insurance Company *State Tracking Number:* 41393
Company Tracking Number: LT AR0113501F01
TOI: H21 Health - Other *Sub-TOI:* H21.000 Health - Other
Product Name: 2008 Stop Loss
Project Name/Number: 2008 Stop Loss/LT AR0113501F01

Note To Filer

Created By:

Rosalind Minor on 02/17/2009 01:07 PM

Last Edited By:

Rosalind Minor

Submitted On:

02/20/2009 02:10 PM

Subject:

Stop Loss Application

Comments:

The Fraud Statement on the application is not in compliance with ACA 23-66-503. We will accept the statement language with the exception of"and shall also be subject.....". We suggest ending the statement after "which is a crime" and delete all language after that.

SERFF Tracking Number: AENX-126013251 State: Arkansas
 Filing Company: Aetna Life Insurance Company State Tracking Number: 41393
 Company Tracking Number: LT AR0113501F01
 TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other
 Product Name: 2008 Stop Loss
 Project Name/Number: 2008 Stop Loss/LT AR0113501F01

Amendment Letter

Submitted Date: 02/17/2009

Comments:

The attached application includes Notice required by Bulletin No.: 6-2008. Form has been added to this submission.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
GR-96272-APP-AR	Application/Enrollment Form	EStop Loss application	Initial				0.000	GR-96272-APP-AR.PDF

SERFF Tracking Number: AENX-126013251 *State:* Arkansas
Filing Company: Aetna Life Insurance Company *State Tracking Number:* 41393
Company Tracking Number: LT AR0113501F01
TOI: H21 Health - Other *Sub-TOI:* H21.000 Health - Other
Product Name: 2008 Stop Loss
Project Name/Number: 2008 Stop Loss/LT AR0113501F01

Note To Filer

Created By:

Rosalind Minor on 02/04/2009 09:37 AM

Last Edited By:

Rosalind Minor

Submitted On:

02/20/2009 02:10 PM

Subject:

Application

Comments:

Before this filing is approved, please advise if the application which is used for this product contains the notice which is required by our Bulletin 6-2008.

SERFF Tracking Number: AENX-126013251 State: Arkansas
 Filing Company: Aetna Life Insurance Company State Tracking Number: 41393
 Company Tracking Number: LT AR0113501F01
 TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other
 Product Name: 2008 Stop Loss
 Project Name/Number: 2008 Stop Loss/LT AR0113501F01

Form Schedule

Lead Form Number: GR-96272 000 Ed. 7/08 et al

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 02/20/2009	GR-96272 000 Ed. 7/08 et al	Policy/Cont ract/Fratern al	Stop Loss Insurance Policy - Third Party Administrator Certificate	Initial		43.900	GR-96272 000 Ed_ 7_08 et al.PDF
Approved-Closed 02/20/2009	GR-96272- R2	Policy/Cont ract/Fratern al	Aetna Financial Advantage Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	GR-96272- R2.PDF
Approved-Closed 02/20/2009	GR-96272- APP-AR	Application/ Enrollment Form	Stop Loss application Enrollment Form	Initial		0.000	GR-96272- APP-AR.PDF
Approved-Closed 02/20/2009	GR-96476- APP-AR	Application/ Enrollment (direct) Form	Stop Loss application Enrollment (direct) Form	Initial		0.000	GR-96476- APP-AR.PDF

Stop Loss Insurance Policy
Aetna Life Insurance Company
Hartford, Connecticut 06156

(A Stock Company herein called Aetna)

This Policy will be construed in accordance with the law of the jurisdiction in which it is delivered.

In consideration of premium payments by the Insured in the amounts and at the times provided, Aetna agrees with the Insured to provide insurance in accordance with the Policy terms.

For the purpose of effective dates and termination dates under this Policy, all days begin and end at 12:00 midnight.

This Policy is non-participating.

In Witness Whereof, Aetna Life Insurance Company has signed this Policy at **Hartford, Connecticut**.



President

Registrar

Aetna Life Insurance Company
151 Farmington Avenue
Hartford, Connecticut 06156

Section 1. Declarations

STOP LOSS INSURANCE POLICY FOR:

INSURED:

[Name
Address
City, State Zip]

POLICY NUMBER:

SL - [xxxxxx]

POLICY EFFECTIVE DATE:

[xxxxxx xx, xxxx]

DATE OF ISSUE:

[xxxxxxxx xx, xxxx]

POLICY DELIVERED IN:

[state]

Section 2. Schedule of Insurance
Individual Stop Loss Specifications:

[POLICY YEAR] xxxx through xxxxx]

[INDIVIDUAL STOP LOSS AMOUNT] \$xxx,xxx [plus xx% of Eligible Claims Expenses in excess of \$xxx,xxx.][Certain Participants have Individual Stop Loss Amounts that are in excess of \$xxx,xxx plus xx% of Eligible Claims Expenses in excess of \$xxx,xxx. These Participants and their Individual Stop Loss Amounts are listed on Attachment A.]]
[with Individual Coinsurance Percentage]

[FAMILY INDIVIDUAL STOP LOSS AMOUNT: \$xxx,xxx]

[AGGREGATING SPECIFIC STOP LOSS AMOUNT \$xxx,xxx]

[MAXIMUM ANNUAL INDIVIDUAL STOP LOSS PAYMENT AMOUNT: \$xxx,xxx]

IOE TRANSPLANT STOP LOSS AMOUNT \$xxx,xxx]

[NON-IOE TRANSPLANT STOP LOSS AMOUNT \$xxx,xxx]

INDIVIDUAL LIFETIME STOP LOSS PAYMENT AMOUNT xxx]

NUMBER OF EMPLOYEES xxx]

[REIMBURSEMENT BASIS: *[Covered Expenses incurred on or after the Policy Effective Date and Paid during the Policy Year.*

[Run-in Period X months
Run-in Limit \$ X
Run-out Period X months
Run-out Limit \$ X]]

PREMIUM RATE:
[\$xx.xx per Employee per month]
[Composite rate for both Individual and Aggregate Stop Loss]

[CONTRACT IDENTIFIER] ASA-xxxxxx]

ADMINISTRATOR/S
[Name(s)
Street Address
City, State Zip]

COVERED BENEFITS [list all benefits covered under Individual Stop Loss -by Administrator]

Section 2. Schedule of Insurance (Continued)
Aggregate Stop Loss Specifications:

[POLICY YEAR] xxxxxx through xxxxxx]

[AGGREGATE STOP LOSS PERCENTAGE] xxx%]

[AGGREGATE STOP LOSS FACTOR] \$xxx.xx]

[MINIMUM AGGREGATE STOP LOSS AMOUNT] \$xxx,xxx]

[INDIVIDUAL INTERNAL LIMIT] \$xxx,xxx]

[MAXIMUM ANNUAL AGGREGATE STOP LOSS PAYMENT AMOUNT] \$xxx,xxx]

[NUMBER OF EMPLOYEES] xxx]

[REIMBURSEMENT BASIS: *[Covered Expenses incurred on or after the Policy Effective Date and Paid during the Policy Year.*

[Run-in Period X months
Run-in Limit \$ X
Run-out Period X months
Run-out Limit \$ X]]

PREMIUM RATE:
[\$xx.xx per Employee per month]
[Composite rate for both Individual and Aggregate Stop Loss]

[CONTRACT IDENTIFIER] **ADMINISTRATOR/S** **COVERED BENEFITS** [list all
ASA-xxxxxx] [Name(s) benefits covered under Aggregate Stop
Street Address Loss -by Administrator]
City, State Zip]

Section 3. Insuring Agreement

Aetna will reimburse the Insured for Eligible Claims Expenses during a Policy Year, which are in excess of any of the following:

- (a) [the Aggregate Stop Loss Amount;]
- (b) [the Individual Stop Loss Amount [IOE Transplant Stop Loss Amount] [non-IOE Transplant Stop Loss Amount] for any one Participant [once the Aggregating Specific Stop Loss Amount is satisfied]] and.
- (c) [the Family Individual Stop Loss Amount for a covered family].

Such payments are hereafter called Stop Loss payments.

[In no event will Stop Loss payments in any Policy Year for Eligible Claims Expenses in excess of the Aggregate Stop Loss Amount exceed the Maximum Annual Aggregate Stop Loss Payment Amount shown in the Schedule of Insurance.]

[In no event will Stop Loss payments in any Policy Year for Eligible Claim Expenses in excess of the Individual Stop Loss Amount exceed the Maximum Annual Individual Stop Loss Payment Amount shown in the Schedule of Insurance.]

[In no event will Stop Loss payments for all Eligible Claims Expenses with respect to a Participant during his or her lifetime exceed the Individual Lifetime Stop Loss Payment Amount shown in the Schedule of Insurance.]

Section 4. Definitions

As used in this Policy:

1. ["Aggregate Stop Loss Amount" is the total dollar amount of Eligible Claims Expenses which must be paid by the Insured for all Participants during the Policy Year before Aggregate Stop Loss benefits are payable. It is determined at the end of the Policy Year and is the greater of: (1) the sum of each month's number of employees multiplied by the Stop Loss Factor or (2) the Minimum Aggregate Stop Loss Amount as shown in the **Schedule of Insurance**. The Aggregate Stop Loss Amount does not include claim payments made during a Policy Year on behalf of a Participant in excess of the Individual Stop Loss Amount [the IOE Transplant Stop Loss Amount][non-IOE Transplant Stop Loss Amount] [the Individual Internal Limit] set forth in the **Schedule of Insurance** [(without regard to Attachment A)] or any amounts reimbursable to the Insured as Individual Stop Loss payments.]
2. ["Aggregate Stop Loss Factor" is expected claims times the Aggregate Stop Loss Percentage, divided by the expected number of employees at the beginning of the Policy Year, divided by the number of months in the Policy Year.]
3. ["Aggregate Stop Loss Percentage" means the percentage amount {e.g., 25% } above expected paid claims.]
4. ["Aggregating Specific Stop Loss Amount" is the dollar amount of Eligible Claims Expenses that must be paid by the Insured prior to any Individual Stop Loss benefit becoming payable under this Policy. It is applied in addition to the Individual Stop Loss Amount. At the start of a Policy Year, Eligible Claims Expenses for each Participant who has met the Individual Stop Loss Amount will be added together until the cumulative total equals the Aggregating Specific Stop Loss Amount. An Individual Stop Loss benefit is not paid by Aetna until the Aggregating Specific Stop Loss Amount has been paid by the Insured. Eligible Claims Expenses used to satisfy the Aggregating Specific Stop Loss Amount will not apply toward the Aggregate Stop Loss Amount.]
5. "Claims Administrator" means a firm or person selected by the Insured, having a written agreement with the Insured to process Employee Benefit Plan benefits and provide administrative services. The term "Claims Administrator" as used in this Policy does not refer to the Plan Administrator used in the Employee Retirement Income Security Act (ERISA) of 1974, as amended unless the Participating Employer has specifically appointed the Claims Administrator as such. The third party administrator must be approved by Aetna in advance in accordance with the provisions of Section 8.
6. "Covered Benefits" are the benefits provided for Participants by the Plan as indicated on the Schedule of Insurance.
7. "Eligible Claims Expenses" are expenses for Covered Benefits that are paid by the Insured pursuant to the Plan and are not excluded under the terms of this Policy. [Payment for Eligible Claims Expenses is deemed to have been made as of the date the payment instrument is issued by the Administrator provided that there is funding available to cover the full amount of the draft. If funding is not available, the expense will not be deemed to have been paid until funding is available to cover the full amount of the draft as determined by Aetna.] Eligible Claim Expenses will include payments made in New York on behalf of the Insured to fund indigent care and graduate medical education when paid directly into the New York state pool.
8. "Employee" means [a U.S. based employee of the Insured who Aetna determines is physically able to perform all regular duties of employment, is regularly working at least 20 hours per week and for whom the Insured is deducting any required U.S. FICA taxes.]
9. "Experimental and Investigational" means a drug, device, procedure, or treatment that Aetna determines is not accepted as standard medical treatment of a condition or illness. Examples of Aetna's experimental and investigational determinations are found at Aetna.com under Clinical Policy Bulletins.
10. ["Family Individual Stop Loss Amount" is the dollar amount of Eligible Claim Expenses per covered family (eligible employee and their enrolled dependents) that must be paid by the Insured prior to any Family Individual Stop Loss Benefit becoming payable under this Policy. Only Eligible Claim Expenses that exceed \$x,xxx per covered family member will be paid by Aetna.]

-
11. "Incurred" with respect to medical services and supplies, means the date on which the services are rendered or supplies are received by a covered Participant. Inpatient facility charges with continuous facility stay, that fall over two or more Policy Years will be considered on a pro rata/per diem basis by dividing the total amount of Eligible Claim Expenses by the total number of days of confinement and multiplying by the number of days of confinement per Policy Year. Professional visits for inpatient facility charges will be considered on the date they were provided to the Participant.
 12. ["Individual Coinsurance Percentage" means the percentage of Eligible Claims Expenses that Aetna will pay to the Insured once the Individual Stop Loss Amount has been reached.]
 13. ["Individual Internal Limit" is the limit on the Eligible Claims Expenses that are paid by the Administrator for any one Participant during the Policy Year which can be used to satisfy the Aggregate Stop Loss Amount or included in the aggregate benefit amount calculation for that Policy Year.]
 14. ["Individual Lifetime Stop Loss Payment Amount" means the maximum amount of Eligible Claims Expenses funded by Individual Stop Loss under this Policy on any one Participant during his/her lifetime. In the event the Eligible Claims Expenses funded by Individual Stop Loss reach the Individual Lifetime Stop Loss Payment Amount, all subsequent Eligible Claims Expenses for that individual will be funded by the Insured.]
 15. ["Individual Stop Loss Amount" is the dollar amount of Eligible Claims Expenses per Participant that must be paid by the Insured prior to any Individual Stop Loss Benefit becoming payable under this Policy.]
 16. ["IOE Transplant Stop Loss Amount" is the dollar amount of Eligible Claims Expenses per Participant that must be paid by the Insured prior to any Individual Stop Loss benefit becoming payable under this Policy. For Transplant claims and subsequent Eligible Claims Expenses, the IOE Transplant Stop Loss Amount is applied instead of the Individual Stop Loss Amount if the Participant elects to have his/her transplant performed at one of Aetna's Institute of Excellence™(IOE) Facilities. Aetna's National Medical Excellence Program ® (NME) must be notified prior to evaluation at an IOE Facility.]
 17. ["Maximum Annual Aggregate Stop Loss Payment Amount" is the limit on the aggregate benefit amount, which will be paid by Aetna for the Policy Year.]
 18. ["Maximum Annual Individual Stop Loss Payment Amount" is the limit on the individual benefit amount, which will be paid by Aetna for the Policy Year. In the event the Eligible Claim Expenses funded by Individual Stop Loss reach the Maximum Annual Individual Stop Loss Payment Amount in a Policy Year, all subsequent Eligible Claim Expenses for that individual will be funded by the Insured for the remainder of the Policy Year.]
 19. "Medically Necessary" means a service or supply that is furnished by a provider that Aetna determines is appropriate for the diagnosis, the care or the treatment of a disease or the injury. Examples of Aetna's medically necessary determinations are found at Aetna.com under Clinical Policy Bulletins.
 20. ["Minimum Aggregate Stop Loss Amount" is the minimum amount of claim liability that must be paid by the Insured before Aggregate Stop Loss benefits may be payable. For any Policy Year, the Aggregate Stop Loss Amount is subject to the Minimum Aggregate Stop Loss Amount. In no event will the Minimum Aggregate Stop Loss Amount be less than 100% of the sum of the products of: (i) the number of Employee on the first day of the first Policy Month, times (ii) the Stop Loss Factor times (iii) the number of months in the Policy Year determined by mutual agreement between the Insured and Aetna at the beginning of the Policy Year.]
 21. ["Non-IOE Transplant Stop Loss Amount" is the dollar amount of Eligible Claims Expenses per Participant that must be paid by the Insured prior to any Individual Stop Loss benefit becoming payable under this Policy. For Transplant claims and subsequent Eligible Claims Expenses, the Non-IOE Transplant Stop Loss Amount is applied instead of the Individual Stop Loss Amount if the Participant elects not to have his/her transplant performed at one of Aetna's Institute of Excellence™(IOE) Facilities.]
 22. "Participant" means [an Employee (or a retired employee) of the Insured, or a dependent of an Employee (or retired employee), on whose behalf Eligible Claims Expenses are payable under the Plan. "Participant" also means an employee or dependent who is entitled to extended benefit under the Plan, or who elects COBRA coverage, following

termination of eligibility.]

23. "Plan" means the self-funded medical benefit plan(s) established by the Insured for eligible Participants, subject to the Employee Retirement Income Security Act of 1974, as is or as may be amended and approved by Aetna.
24. "Policy" means all of the following:
- (a) The Insured's Application for Stop Loss Insurance.
 - (b) This policy and any riders to it.
 - (c) [The Insured's Employee Benefit Plan Document (including Aetna's written approval).]
 - (d) The Schedule(s) of Insurance under this Plan as issued to the Insured.
 - (e) [The Disclosure statement.]
25. A "policy month" shall coincide with a calendar month; except that the first policy month shall commence on the Effective Date of this Policy and the last policy month shall end on termination of this Policy.
26. A "policy year" shall coincide with a Plan year under the Plan; except that the first policy year shall commence on the Effective Date of this Policy and the last policy year shall end on termination of this Policy.
27. "Reimbursement Basis" establishes the period during which Eligible Claims Expenses must be incurred by a Participant through the Plan(s) and the period during which those expenses must be paid by the Administrator in order that the Eligible Claims Expenses may be included in the calculation of benefits under this Policy.
28. ["Transplant" means the transplant of human solid organs, specifically: heart, heart/lung, lung, double lung, liver, pancreas, kidney and cornea. "Transplant" shall also include bone marrow and/or peripheral blood stem cell transplant, transfusion and re-infusion. A Transplant Occurrence is considered to begin at the point of evaluation for a transplant and end either: (i) 365 days from the date of the transplant; or (ii) upon the date the Participant is discharged from the **hospital** or outpatient facility for the admission or visit(s) related to the transplant, whichever is later.]

Section 5. Exclusions

The following are not included as Eligible Claims Expenses:

1. Expenses not specifically covered under the terms of the Plan.
2. Expenses incurred by an individual who is not a Participant under the Plan when the expense is incurred.
3. Expenses paid with respect to an employee and his/her dependents who did not enroll in accordance with the terms of the Plan, until such time as they are enrolled in accordance with the terms of the Plan.
4. Expenses paid by the Administrator that are incurred prior to the Effective Date of this Policy unless otherwise specified, in the Schedule of Insurance.
5. Expenses associated with the administration of the Plan such as, but not limited to, [cost containment administrative fees, large case management, audit, negotiation, PPO access fees, premium functions, claim review, consultant fees. However, this exclusion will not apply to the first {0% - 30% } of cost savings for out of network claims and will be limited to{\$0 - \$25,000} per Participant.]
6. Expenses paid by the Insured for fees and administration of claim payments or for extra-contractual damages, compensatory damages or punitive damages.
7. Expenses incurred as a result of any occupational injury or disease.
8. Expenses for services or supplies which are not Medically Necessary.
9. Expenses for drugs, treatment, services or supplies which are considered Experimental or Investigational.
10. [For new Participants after the Effective Date of this Policy, expenses paid in connection with a preexisting condition during the first 365 days following the Participant's enrollment date under the Plan. A preexisting condition is an injury or disease for which, during the last 90 days before his or her most recent enrollment date under the Plan, the Participant received treatment or services or took prescribed drugs or medicines.

This exclusion will not apply with respect to: any employee or dependent who becomes a Participant after the Effective Date of this Policy, for which expenses were paid under the Plan in accordance with Aetna's then current standard underwriting practices established for applying preexisting condition limitations to group accident and health insured plans in accordance with the Health Insurance Portability and Accountability Act (HIPAA), Public Law No. 104-191; a dependent child to the extent required by a Qualified Medical Child Support Order as defined by Section 609(a) of the Employee Retirement Income Security Act of 1974 ("ERISA"); an adopted child to the extent required by Section 609(c) of ERISA; or the first \$4,000 of benefits paid under the Plan in connection with a preexisting condition.]

11. [For an Employee who is ill or injured and away from work on the Effective Date of this Policy, expenses paid in connection with a disease or injury which exists at any time while the employee is both ill or injured and away from work, until the date the employee returns to full-time work for one full day.]
12. [For a Participant (other than an Employee) who is confined at home, in a hospital or elsewhere on the Effective Date of this Policy, or who has been confined in a hospital during the 31 days prior to such date, expenses in connection with a disease or injury which exists at any time while he or she is so confined, until the Participant (other than an Employee) has been free from confinement for a 31 day period. This exclusion will not apply with respect to an adopted child to the extent required by Section 609(c) of the Employee Retirement Income Security Act of 1974 ("ERISA"), a child for which there is a Qualified Medical Child Support Order as defined by Section 609(a) of ERISA (for as long as the Order is in force), or to a child born on or after the Effective Date of this Policy who becomes covered under the Plan within 31 days after he or she is eligible.]

13. As to the [Individual Stop Loss Amount] and the [Aggregate Stop Loss Amount], expenses paid by the Administrator for all Covered Benefits not listed on the Schedule of Insurance.

Section 5. Exclusions (Continued)

14. Expenses for claims not submitted to Aetna within six months after the end of the Policy Year.
15. Expenses for claims not submitted to the Administrator within twelve months of the date of incurral.
16. Expenses for taxes, fees and surcharges that may be imposed on the Plan by any government body. This exclusion does not apply to New York Health Care Reform Act surcharges unless they are excess or punitive payments made on behalf of an Insured to fund indigent care and graduate medical education solely as a result of that Insured's decision not to pay directly into the New York state pool.
17. [Expenses resulting from capitation payments (contractually determined period payments to certain providers based on the number of Plan participants entitled to receive services from that provider, in return for which such providers furnish certain agreed-upon services to eligible Plan participants).]
18. If the Insured has valid and collectible insurance, reinsurance or indemnity or any reimbursement agreements covering a loss also covered by this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance, reinsurance or indemnity.
19. Expenses incurred by Participants of a unit, division, subsidiary, affiliate or associate company added after the effective date of this Policy unless approved in writing by Aetna prior to their effective date of coverage under the Plan.
20. Expenses incurred by a late COBRA enrollee. Notwithstanding a Clerical Error as described in Section 6 of this Policy, the Policy shall exclude any Eligible Claim Expenses for a covered Participant whose coverage under the Consolidated Omnibus Budget Reconciliation Act (hereinafter referred to as COBRA) is continued beyond the timeframes specified by federal law for any reason including clerical error of the Insured; who do not receive a valid COBRA extension offer within the 30 days immediately following a COBRA qualifying event; who fail to make a valid, signed COBRA election within the 60 days immediately following the receipt of COBRA election rights from the Insured; or who fail to remit COBRA premium within the period specified by federal law. Aetna will require written documentation that these requirements have been satisfied.
21. Expenses for any other benefits which the Insured and Aetna mutually agree will not be subject to the Stop Loss insurance.

Section 6. Conditions

Premiums:

The Policy Year's monthly premium rate is shown in the **Schedule of Insurance**.

Premium Calculation: An estimated premium will be calculated which will be payable on a monthly basis or any other basis mutually agreed upon by the Insured and Aetna. The estimated premium will be based on the Premium Rate shown in the **Schedule of Insurance** and the estimated number of employees.

Premium Payments: Premiums are due at Aetna at the address indicated on the invoice on or before the invoice due date. The Insured will provide a report with each payment, in a form and content satisfactory to Aetna, to include: a) the number of each Employee by line of coverage during that month; and b) the premium paid. A check does not constitute payment until it is honored by a bank. Aetna may return a check issued against insufficient funds without making a second deposit attempt. Aetna may accept a partial payment of premium without waiving its right to collect the entire amount due.

Grace Period: Aetna will issue a Stop Loss premium invoice for the payment of estimated premium. The Insured will pay all estimated premium payments as directed on the invoice, but no later than [31 days] after the due date shown on the invoice (the grace period). If the premium is not paid by the end of the Grace Period, the Policy will terminate at the end of the Grace Period without further notice to the Insured and all rights to benefits will end. However, premiums will be due for any period during which the Policy was in force.

Right to Recalculate: Aetna reserves the right to make adjustments in the premium rate or the estimated premium on the first day of any Policy Month, as of the date any of the following events occur:

- (a) any change of [10% - 15%] +/- in the number of Employees;
- (b) any change in the coverage or types or amounts of benefits offered under the Plan which will change expected cost of coverage;
- (c) any change in [Administrator, or Provider Network(s) or Cost Containment Vendor(s)];
- (d) any change in the Administrator's claims paying system or payment practices that causes a variation of 15 days or more in the most recent 12 month average of claims processing time;
- (e) any change in this Policy ;
- (f) any addition or deletion of a unit, division, subsidiary, affiliated or associated company from this Policy; and
- (g) any other change in factors bearing on the risk assumed (including but not limited to: age, sex, geographic changes, occupations etc.) which Aetna determines change the nature of the risk by more than [10% - 15%].

Failure to adjust the premium rate or the estimated premium during a Policy Year will not preclude making an adjustment during any subsequent Policy Year.

If the total actual premium (determined at the financial accounting) is less than the amount of estimated premiums paid, the difference will be paid to the Insured at the time the accounting is submitted. If the total actual premium exceeds the amount paid, the difference will be paid to Aetna within 31 days of the date the accounting is furnished to the Insured.

Modification of Policy:

Changes in this Policy may be made by written mutual agreement between Aetna and the Insured.

Plan Changes:

Aetna must be notified in writing at its Headquarters located at 151 Farmington Avenue, RW61, Hartford, CT 06156 at least 31 days before the effective date of any [Plan change or change in Administrator, Provider Network(s) or Cost Containment Vendor(s)]. If the Plan change(s) affects Covered Benefits or involves a change in Administrator, Provider Network(s), or Cost Containment Vendor(s)], Aetna's prior written agreement is required before the insurance under the Policy will apply to such

change(s). Otherwise, benefits will be paid based on the Plan as it existed when Aetna last approved insurance under the Policy, and Aetna reserves the right to terminate the Policy.

Policy Rider:

No change or waiver will be valid unless it is in writing and made a part of the Policy. Aetna must agree to change the Policy or to waive any of its provisions. No agent, broker or Administrator has authority to change the Policy or waive any of its provisions.

Optional Policy Renewal:

The Policy will renew on the Policy anniversary date, upon the Insured's acceptance of the renewal terms, unless it has otherwise terminated or is subject to termination in accordance with the Termination provisions. Policy changes for the renewal period will appear on the Declarations page, Schedule of Insurance and/or a Policy Rider.

Proof of Loss:

For Individual Stop Loss: Written proof of loss, in form and content satisfactory to Aetna, must be given to Aetna within 60 days after the Individual Stop Loss Amount, Transplant Stop Loss Amount or Internal Limit (as applicable) has been exceeded. If it is not possible to give proof within this time period, proof must be given as soon as reasonably possible. Proof of loss may not be given later than 6 months after the end of the Policy Year in which the Administrator paid the loss.

Proof of loss for Individual Stop Loss shall consist of all of the following:

1. [A completed Aetna claim form;
2. Proof of Employee's original enrollment under the Plan, and any changes and other applicable eligibility information, including the most current certification of coverage as required by state or federal law;
3. Proof of payment by the Plan for Eligible Claims Expenses submitted for reimbursement under this Policy;
4. Copies of all relevant provider bills and reports and electronic data transactions; and
5. Such other information as Aetna may need to fulfill its obligations under this Policy.]

For Aggregate Stop Loss: Written proof of loss, in form and content satisfactory to Aetna, must be given to Aetna within 60 days after the end of the Policy Year. If it is not possible to give proof within this time period, proof must be given as soon as reasonably possible. Proof of loss may not be given later than 6 months after the end of the Policy Year in which the Administrator paid the loss.

Proof of loss for Aggregate Stop Loss shall consist of all of the following:

1. [A written request to Aetna for reimbursement, including the calculation of aggregate benefit amount;
2. Incurred claim dates;
3. Paid claim dates;
4. Eligible claims expenses applicable;
5. Individual checks issued (check register); and
6. Such other information as Aetna may need to fulfill its obligations under this Policy.]

Stop Loss Payments:

Aetna will make payment according to the Reimbursement Basis indicated on the applicable Schedule of Insurance, not later than 120 days after satisfactory Proof of Loss is submitted. Aetna has the right to deduct the amount of any premiums due but unpaid from the Stop Loss payment otherwise payable to the Insured. This right will not prevent the termination, of this Policy, for non-payment of premium under the Termination provisions of this Policy.

Subrogation/Right of Recovery:

The Plan is required to include a comprehensive provision for subrogation/reimbursement in its Summary Plan Description and the Plan must pursue enforcement of this provision. Should the Plan fail to pursue any claims or action against a responsible party, then Plan Sponsor agrees that Aetna shall be subrogated to or assigned Plan Sponsor's reimbursement rights and shall assume the Plan's rights to pursue any claims against any and all parties and the Plan will be responsible for any reasonable expenses incurred in the pursuit of such claims, including the fees and costs charged by any contracted subrogation vendor or attorney and any additional legal costs. Aetna has the right to pursue any and all claims covered under this Policy and paid by

the Plan and to pursue recovery, in the name of the Plan, of the entire claim, including both the portion of the Plan benefits for which the Plan has been paid under this Policy and the portion of the claim consisting of benefits paid by the Plan but not payable under this Policy.

The Plan must notify Aetna within 30 days of receiving any information that may give rise to Aetna's subrogation rights. Further, the Plan shall cooperate fully with Aetna and do all things necessary and required for Aetna to pursue any action to recover against a responsible party. The Plan may not take any action, or neglect to take any action, that will prejudice or impair the rights of Aetna to pursue recovery from any other responsible party. The Plan may not, without consent of Aetna, settle or give release for any claim to any other party if doing so would impair or prevent Aetna from exercising its rights of recovery.

Aetna is entitled to recover first, in full, any amount paid by Aetna under this Policy as well as any expenses of collection incurred by Aetna, before the Plan shares in any amount so recovered. Aetna will reduce its recovery amount by a pro rata share to reflect the Net Recovery obtained by the Plan. Net Recovery is the gross amount recovered by the Plan, less such factors as costs incurred by the plan in obtaining the recovery, comparative fault issues involving the Plan member or factors involving the Plan member's inability to fully recover for their injuries. In the event Aetna recovers an amount greater than its reimbursement, the excess, reduced by the costs to obtain the recovery, will be returned to the Plan. If the Plan recovers any such payment from a responsible party, the recovered amount cannot be used to satisfy any retention requirement, Individual or Aggregate Stop Loss Specifications noted in Section 2. Schedule of Insurance, until Aetna's recovery rights are satisfied.

If the Plan receives a recovery prior to Aetna reimbursing any covered expenses under the Policy, the Plan must deduct the amount of such recovery from any reimbursement request. If the Plan receives a recovery after Aetna has made payment to the Plan for some or all of a particular claim, then the Plan must reimburse Aetna to the full extent of the payment by Aetna, less a pro rata reduction to reflect the Net Recovery obtained by the Plan. Net Recovery is the gross amount recovered by the Plan, less such factors as costs incurred by the Plan in obtaining the recovery, comparative fault issues involving the Plan member or factors involving the Plan member's inability to fully recover for their injuries. The obligation of the Plan to reimburse Aetna remains, regardless of whether this Policy is still in force on the date of recovery, and such reimbursement to Aetna must occur within 30 days of any recovery by the Plan or Plan Sponsor. The Plan shall account to Aetna for all amounts recovered. These rights and obligations imposed on the Plan and Aetna under this section shall survive termination of the Policy.

Stop Loss Overpayments:

If Aetna determines that the Insured has been overpaid due to a claim credit which may be the result of a Coordination of Benefit change, a Subrogation Recovery, Audit and /or billing/payment error, the Insured will promptly refund such overpayment to Aetna. If this Policy terminates, any reimbursements made for claims paid by the Insured after the date of termination will immediately be refunded to Aetna. If the Insured fails to refund any overpayments to Aetna in a timely manner, Aetna reserves the right to obtain such overpayments from future payments due under this Policy.

Aggregate Stop Loss Factor:

Aetna reserves the right to make adjustments in the Stop Loss Factor as of the date of any change in the Plan or as of the date of any other change in factors bearing on the risk assumed, including but not limited to:

- (a) a [10% - 15%]+/- change in the census estimate used to calculate the Stop Loss Factor;
- (b) any change in the coverage or types or amounts of benefits offered under the Plan which will change expected cost for coverage;
- (c) any change in [Administrator, or Provider Network(s) or Cost Containment Vendor(s)];
- (d) any change in the Administrator's claims paying system or payment practices that causes a variation of 15 days or more in the most recent 12 month average of claims processing time;
- (e) any change in this Policy;
- (f) any addition or deletion of a unit, division, subsidiary, affiliated or associated company from this Policy; and
- (g) any other change in factors bearing on the risk assumed (i.e. age, sex, geographic changes, occupations etc.) which are expected to change the nature of the risk by more than [10% - 15%].

Clerical Error:

In the event of clerical error, the Policy will be adjusted to reflect the effect of the correct information. A clerical error made by the Insured or Aetna will not invalidate any coverage otherwise validly in force or continue any coverage which has validly ended. The Insured's failure to report the existence of a Participant or a claimant and the Insured's failure to report notice or proof of claim in a timely manner shall not constitute clerical error.

Indemnification and Hold Harmless:

The Insured agrees to indemnify and hold Aetna harmless, only to the extent allowed under state law, from any liability for damages, losses, costs, charges, fees, interest and expenses of whatever kind (including punitive damages, court costs, and attorneys' fees) which Aetna may incur as the result of any claims, demands or lawsuits brought against Aetna by any Participant.

Termination of Policy:

Aetna may terminate this Policy on any Policy anniversary date by providing at least [30] days prior written notice to the Insured. The Insured may terminate this Policy on any premium due day by providing at least [30] days prior written notice to Aetna. The Policy may also be terminated on any date mutually agreed to by Aetna and the Insured.

If the Plan is amended or there is a change in [Administrator, Provider Network(s) or Cost Containment Vendor(s)] and Aetna has not agreed in advance in writing to continue the Policy in force, Aetna reserves the right to terminate the Policy effective on the date and at the time such changes are made.

If the Insured does not comply with any terms and condition for the Policy, including but not limited to providing required reports or other information reasonably requested by Aetna, Aetna reserves the right to terminate the Policy effective on the date of any such failure.

This Policy shall also terminate automatically upon the occurrence of any of the following:

- a. If the Insured fails to pay any premium in full within the Grace Period, this Policy will terminate on midnight at the end of the 1st day of the Grace Period.
- b. If the Plan terminates, this Policy will terminate on the same date and at the same time that the plan terminates.
- c. If an Administrator is added, canceled or changed without Aetna's prior written consent, the Policy will terminate on the date of the change in Administrator.
- d. If the Insured fails to meet the underwriting requirements established by Aetna, including but not limited to the minimum number of 50 Employees, the Policy will terminate as of the first of day of the first month when the underwriting requirement was not met.
- e. If the Insured fails to pay claims under the Plan or make available funds to pay claims as required by the Plan, the Policy will terminate on the first day that the Insured failed to fund benefits.

Reinstatement

If any premium payment is not made within the time specified in this Policy and Aetna accepts premium payment late, the Policy will be reinstated as of the date the premium payment was due.

Reports:

The Insured shall furnish Aetna with all information Aetna determines to be necessary to carry out the provisions of the Policy, [including the following paid claim reports within 31 days after the end of each Policy Month in a form and content satisfactory to Aetna:

1. the total amount of benefits on a paid basis during the month;
2. the number of each type of employee during the month (e.g., ee, ee+ spouse);
3. a listing of any claims with respect to any Participant whose total benefits on a paid basis during the month exceeds \$25,000;
4. Notice of potential catastrophic claims via submissions of the Early Claim Notification form to Aetna on an ongoing basis; and
5. Three months prior to the end of each Policy Year the Insured will provide Aetna with a report with at least the following information:
 - a) a detailed listing of each Participant including age, sex and active/retiree status;
 - b) a zip code summary of the number of Participants in each working location;
 - c) a summary report of precertification, utilization review and/or large case management services;
 - d) a summary report of preferred provider organization network or per diem arrangement, providing the average hospital discount or per diem charge per day; and
 - e) a summary report of any claim with respect to any Participant when total benefits on a paid basis for such Participant exceeds \$25,000 for the Policy Year or when an individual has a catastrophic diagnosis as defined via Aetna disclosure form.]

The Insured will provide all claims information and will not withhold or delay information on a particular claim beyond 31 days. If special circumstances warrant, the 31 days may be extended for a mutually agreed upon time.

Inspection and Audit:

Aetna shall be permitted to inspect the Insured's and Administrator's records pertaining to the Plan at any reasonable time during the effectiveness of this Policy and within three years after termination of this Policy, to the extent that they relate to the premium basis or Eligible Claims Expenses under this Policy.

Bankruptcy:

The bankruptcy, insolvency, financial impairment, receivership, voluntary plan of arrangement with creditors or dissolution of the Insured or the Insured's designated Administrator will not impose upon Aetna any liability other than the liability imposed in this Policy.

Fraud:

This entire Policy will be void if, whether before or after a claim or loss, the Insured has concealed or misrepresented any material fact or circumstance concerning this Policy or the subject of this Policy, including any claim under this Policy, or in any case of fraud by the Insured relating to this Policy.

Incontestability:

The validity of this Policy shall not be contested, except for non-payment of premium, after it has been in force for two years from the Policy Effective Date.

Liability and Indemnification:

Aetna has neither the right nor the obligation under this Policy to directly pay any Participant or provider of covered services for any benefit the Insured has agreed to provide through the terms of the Plan(s). Aetna's sole liability under this Policy is to the Insured, subject to the terms, conditions, and limitations of this Policy.

No ERISA Liability:

Under no circumstances will Aetna accept responsibility as an Administrator or be deemed a Plan Fiduciary as these terms are defined and used in the Employee Retirement Income Security Act of 1974 and as amended.

Subcontracting:

The work to be performed by Aetna under this Policy may be performed wholly or in part through an authorized representative, subsidiary, affiliate, or parent of Aetna. Such subcontracting will not increase or diminish the right or obligations of either party to this Policy.

Misrepresentations and Warranties:

All statements by the Insured will be deemed to be representations and not warranties. No statement made by the Insured will be used to void this insurance or be used in any contest unless a copy of the Application containing the statement is or has been furnished to such person or their authorized representative.

Assignment:

Assignment of interest under this Policy shall not bind Aetna without its written consent.

Notice of Actions:

The Insured agrees to give Aetna prompt notice of any event or development which might result in an action at law or equity related to this Policy and to forward promptly to Aetna copies of any pleadings and reports of investigation that Aetna requests. A copy of any document filed by or against the Insured in any court in connection with such litigation under the Plan must immediately be furnished to Aetna.

The Insured shall pay all attorneys' fees, expenses of experts and investigations, and any damages (including exemplary or punitive damages) payable by Aetna in connection with any litigation in which Aetna shall, without Aetna's fault, become involved through or on account of this Policy or the Plan.

If any time limitation in this Policy is less than that permitted by the law of the state in which the Application was taken, the limitation is hereby extended to agree with the minimum period permitted by the law.

Legal Action:

No action at law or in equity may be brought to recover on this Policy earlier than 60 days after written proof of loss has been furnished in accordance with Policy requirements. No such action may be brought after 3 years from the time written proof of loss is required.

Severability

Any clause deemed void, voidable, invalid, or otherwise unenforceable will not render any of the remaining provisions of this Policy invalid.

Taxes

The Insured will hold Aetna harmless for any state premium taxes assessed on Aetna beyond any tax payable on premium received by Aetna. The Insured will reimburse Aetna for any state premium taxes paid by Aetna beyond any tax payable on premium received by Aetna.

Section 7: Entire Contract

This Policy consists of:

- a) The Insured's Application for Stop Loss Insurance.
- b) This Policy and any riders to it.
- c) [The Insured's Employee Benefit Plan Document (including Aetna's written approval).]
- d) The Schedule(s) of Insurance under this Plan as issued to the Insured.
- e) [The Disclosure statement.]

Section 8. Third Party Administrator (TPA) Responsibilities

The Insured is solely responsible for the actions of its Third Party Administrator(s), Plan Administrator(s) and agent(s). Without waiving any of its rights under this Policy, and without making the designated Third Party Administrator (TPA) a party to this Policy, Aetna agrees to recognize the designated Third Party Administrator(s) with respect to the normal administration of the Insured's Plan(s).

In the event that the Insured engages a TPA without the prior approval of Aetna, in addition to any other rights it has at law or under this Policy, Aetna may:

1. Terminate the Policy as of the date the TPA began to administer the Plan.
2. Exclude for Eligible Claims Expense any claims paid by the TPA.

Underwriting Information

Aetna has relied upon the information provided by the Insured or the Insured's designated Third Party Administrator in the issuance of this Policy. Should subsequent information become known which, if known prior to issuance of this Policy, would have affected the rates, deductibles, or the terms and conditions of this Policy, Aetna will have the right to revise the rates, deductibles, and the terms and conditions of this Policy retroactive to the Effective Date of this Policy, by providing written notice to the Insured.

[Section 9. Terminal Liability Option]

Benefits:

The Insured may exercise the Terminal Liability Option (unless the Policy terminates for non-payment of premium) by giving 31 days written notice to Aetna prior to termination of the Stop Loss Policy. Aetna will indemnify the Insured for Eligible Claims Expenses in excess of the applicable Aggregate and Individual Stop Loss Amounts with respect to expenses incurred under the Plan by Participants during all Contract years immediately prior to termination of the Stop Loss Policy and for which Benefits are paid during the [three-month] period following termination of the Stop Loss Policy. An Eligible Claim Expense is incurred on the date an item of service is provided to a Participant. Aetna will make final settlement under this Terminal Liability Option no later than 120 days after the end of the Terminal Liability Period. The amount of any Terminal Liability Option premium due but unpaid may be deducted from the Stop Loss payment otherwise payable to the Insured. This Terminal Liability Option will apply only if your current Administrator continues to administer claims under the Contract during the Terminal Liability Period

Special Provisions:

When the Insured exercises the Terminal Liability Option:

- (a) The Individual Stop Loss Amount will be continued through the [three-month] period following termination of the Stop Loss Policy.
- (b) The Aggregate Stop Loss Amount will be increased to include an additional amount to cover the Terminal Liability Period. For the first Policy Year, the amount of this increase will be calculated as the product of three factors: the number of employees on the first day of the last Policy Month; times three; times the Stop Loss Factor of \$xxx.xx. For all other years, the amount of this increase will be calculated of the product of three factors: the number of employees on the first day of the last Policy Month; times three; times the Stop Loss Factor indicated on the Schedule of Insurance. This additional amount will be added to the Aggregate Stop Loss Amount, and the sum will be subject to the minimum Aggregate Stop Loss Amount determined in the Schedule of Insurance.
- (c) Premium for the Terminal Liability Period, in addition to any past due premium, is due on the date of termination of the Policy. For the first Policy Year, this premium will be calculated as the product of three factors: the Premium Rate of \$xx.xx; times the number of employees on the first day of the last Policy Month; times two. For all other years, this premium will be calculated as the product of three factors: the monthly Premium Rate indicated on the Schedule of Insurance; times the number of employees on the first day of the last Policy Month; times [two].

Limitations:

The Terminal Liability Option will terminate when the Individual Stop Loss Amount is deleted from the Policy.

The Terminal Liability Option may only be exercised if at least four Policy Months have elapsed in the Policy Year.]

[Section 10. Aggregate Advance Funding Option

Aetna will reimburse the Insured during the Policy Year if, at the end of any month during that Policy Year, the net Eligible Claim Expenses (defined below) exceed the greater of the year-to-date calculation of the Aggregate Stop Loss Amount or the year-to-date calculation of the Minimum Aggregate Stop Loss Amount for that Policy Year.

Net Eligible Claim expenses means the sum of the payments for Eligible Claim Expenses made by the Insured less Eligible Claim Expenses in excess of the Individual Stop Loss Amount {Aggregating Specific Stop Loss Amount} shown in the Schedule of Insurance.

You must submit a request for reimbursement using a form provided by Aetna.

Overpayment

Aetna may require repayment of any previous Advance Funding reimbursement if at any time during the Policy Year the total of Monthly Aggregate Advance Funding Reimbursements and any Individual Stop Loss reimbursements for the previous Policy Months in that Policy Year exceeds the total Eligible Claim Expenses during that Policy Year.

End of Policy Year Reconciliation

At the end of the Policy Year, any Advance Funding reimbursements that exceed the amount payable under the Aggregate Stop Loss provisions must be repaid by the Insured within 31 days of written notice from Aetna.]

[ATTACHMENT A

COMPANY NAME

Individual Stop Loss Amounts:

<u>Name of Participant</u>	<u>Relationship to Employee</u>	<u>Employee's Social Security Number</u>	<u>Individual Stop Loss Amount</u>	<u>IOE Transplant Stop Loss Amount]</u>
---------------------------------------	--	---	---	--

Rider for customer electing both the Deferred Premium Option and the Aggregate Deficit Carry Forward option

Rider

Attached to and made a part of Policy No. SL-XXXXXX

a policy between

Aetna Life Insurance Company

and the Insured

XXXXXXXXXXXX

It is understood and agreed that the Policy is revised to include the Deferred Premium Option and the Aggregate Deficit Carry Forward Option. The Policy is revised as follows.

[1] The following paragraphs are added to Section 6. Conditions:

{The Insured will not remit premium during the first {xx months} of the first Policy Year. The amount of Premium owed for the first {xx months} will be amortized over the remaining {xx months} of the Policy Year. The amortized Premium Rate (which will be used to calculate your estimated premium) for the remaining {xx months} of the Policy Year will be \$xxx.xx per employee per month.}

or

{The Insured will remit reduced premium during the first {three months} of the Policy Year. The percentage of deferred premium and resulting reduced premium amounts owed are outlined below:

<u>Policy Month</u>	<u>Deferred Premium</u>	<u>Reduced Premium Amount</u>
First	{75%}	\$xxx.xx per employee per month
Second	{50%}	\$xxx.xx per employee per month
Third	{25%}	\$xxx.xx per employee per month

The balance of the deferred premium will be amortized over the remaining {xx months} of the Policy Year.}

If a Policy termination occurs prior to the end of the first Policy Year, any remaining amortized unpaid amount will be due immediately upon termination notice.]

[2] The following definitions are added to Section 4. Definitions:

"Deficit" means the amount Aetna has reimbursed the Insured for Eligible Claim Expenses in excess of the Aggregate Stop Loss Amount. In no event will the Deficit amount for any Policy Year exceed {X%{5%, 10%, 15%, 20%, 25%}} of the Aggregate Stop Loss Amount.

"Total Deficit" means the sum of all Policy Years' Deficit amounts less any Deficit Recoup reimbursement made by the Insured to Aetna.

"Surplus" is the amount by which the Aggregate Stop Loss Amount exceeds Eligible Claim Expenses in a Policy Year.

"Deficit Recoup" is a reimbursement made by the Insured to Aetna when a Total Deficit exists according to the following conditions:

- i) A Deficit Recoup reimbursement is owed by the Insured to Aetna if:
 - a) there is a Surplus in the current Policy Year; and
 - b) there is a Total Deficit remaining from prior Policy Years.
- ii) The Deficit Recoup reimbursement shall be the lesser of:
 - a) the Total Deficit; or
 - b) the amount of the Surplus.
- {iii) Upon termination of the Stop Loss Policy, the Aggregate Stop Loss provision of the Policy or the Aggregate Deficit Recoup provision of the Policy, in addition to item (ii) above, the Insured will owe a percentage of the Total Deficit to Aetna in accordance with the following schedule:

<u>Termination on or prior to the end of:</u>	<u>Percentage of Total Deficit Owed:</u>
Policy Year 1	{75% }
Policy Year 2	{50% }
Policy Year 3	{25% }
Policy Year 4 or later	{0% }

A Deficit Recoup reimbursement must be made to Aetna within 30 days written notice to the Insured of the Deficit Recoup amount.

3) The following paragraph is added to Section 3. Insuring Agreement:

Aetna will be allowed to exercise the Deficit Recoup when there is a Policy Year with a surplus and/or upon termination of the Policy, the Aggregate Stop Loss provision of the Policy or the Aggregate Deficit Recoup provision of the Policy.]

Nothing contained in this rider shall be held to alter or affect any of the terms of the policy other than as herein specifically stated.

In Witness Whereof, the Aetna Life Insurance Company has signed this rider at **Hartford, Connecticut**, to become effective xxxxxx.

Signed by the Insurance Company xxxxxxxx.

Registrar

President

Signed by the Insured _____
Date

Signature

Official Title

Aetna Life Insurance Company

Application for Stop Loss Insurance

Application is hereby made to Aetna Life Insurance Company, of Hartford, Connecticut (herein called Aetna) for a policy of Stop Loss Insurance, to be issued to the undersigned applicant.

Applicant:

Address:

The form of the policy hereby applied for is that which has been prepared and designated by Aetna as Form No. GR-96272.

Said Policy has been approved, and its terms are hereby accepted by the applicant.

Signed at:

|Applicant:

Date:

|By:

Witness:

|Official Title:

Agent(s) of Record:

(If countersignature laws require commission sharing with a duly Licensed Resident Agent in another jurisdiction, the above designation will be modified to the extent required by law.)

NOTICE: Employers/plan sponsors of self-funded health plans should not consider the purchase of stop loss coverage and/or excess loss coverage as complete protection from all liability created by the self-funded health plan. Employers/plan sponsors should be aware that the failure to comply with the terms of the stop loss policy and/or the provisions in the self-funded health plan may cause the employer/plan sponsor to incur liabilities under the health plan. For instance, if medical claims are paid on an ineligible individual, the stop loss carrier may deny the reimbursement under the stop loss policy. In addition, the Arkansas Life and Health Insurance Guaranty Association does not cover claims reimbursable under a stop loss policy.

Your premium purchases insurance coverage from Aetna, as well as the services of any Aetna-appointed licensed independent agent or broker identified in the Application for Stop Loss Insurance. Aetna has various programs for compensating producers (agents, brokers and consultants). If you would like information regarding compensation programs for which your producer is eligible, payment (if any) which Aetna has made to your producer, or other material relationships your producer may have with Aetna, you may contact your producer or Aetna. Information regarding Aetna's programs for compensating producers is also available at www.aetna.com. We appreciate your business and the opportunity to serve you.

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

Aetna Life Insurance Company

Application for Stop Loss Insurance

Application is hereby made to Aetna Life Insurance Company, of Hartford, Connecticut (herein called Aetna) for a policy of Stop Loss Insurance, to be issued to the undersigned applicant.

Applicant:

Address:

The form of the policy hereby applied for is that which has been prepared and designated by Aetna as Form No. GR-96476.

Said Policy has been approved, and its terms are hereby accepted by the applicant.

Signed at:

|Applicant:

Date:

|By:

Witness:

|Official Title:

Agent(s) of Record:

(If countersignature laws require commission sharing with a duly Licensed Resident Agent in another jurisdiction, the above designation will be modified to the extent required by law.)

NOTICE: Employers/plan sponsors of self-funded health plans should not consider the purchase of stop loss coverage and/or excess loss coverage as complete protection from all liability created by the self-funded health plan. Employers/plan sponsors should be aware that the failure to comply with the terms of the stop loss policy and/or the provisions in the self-funded health plan may cause the employer/plan sponsor to incur liabilities under the health plan. For instance, if medical claims are paid on an ineligible individual, the stop loss carrier may deny the reimbursement under the stop loss policy. In addition, the Arkansas Life and Health Insurance Guaranty Association does not cover claims reimbursable under a stop loss policy.

Your premium purchases insurance coverage from Aetna, as well as the services of any Aetna-appointed licensed independent agent or broker identified in the Application for Stop Loss Insurance. Aetna has various programs for compensating producers (agents, brokers and consultants). If you would like information regarding compensation programs for which your producer is eligible, payment (if any) which Aetna has made to your producer, or other material relationships your producer may have with Aetna, you may contact your producer or Aetna. Information regarding Aetna's programs for compensating producers is also available at www.aetna.com. We appreciate your business and the opportunity to serve you.

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

SERFF Tracking Number: AENX-126013251

State: Arkansas

Filing Company: Aetna Life Insurance Company

State Tracking Number: 41393

Company Tracking Number: LT AR0113501F01

TOI: H21 Health - Other

Sub-TOI: H21.000 Health - Other

Product Name: 2008 Stop Loss

Project Name/Number: 2008 Stop Loss/LT AR0113501F01

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: AR - READABILITY CERTIFICATION.PDF	Approved-Closed	02/20/2009

	Item Status:	Status Date:
Bypassed - Item: Application Bypass Reason: not applicable Comments:	Approved-Closed	02/20/2009

	Item Status:	Status Date:
Bypassed - Item: Health - Actuarial Justification Bypass Reason: not applicable Comments:	Approved-Closed	02/20/2009

	Item Status:	Status Date:
Bypassed - Item: Outline of Coverage Bypass Reason: not applicable Comments:	Approved-Closed	02/20/2009

STATE OF ARKANSAS
READABILITY CERTIFICATION

COMPANY NAME: Aetna Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
GR-96272 000 Ed. 7/08 et al	43.9
GR-96272-R2	0

Signed: _____

Name:

Title:

Date: _____

<i>SERFF Tracking Number:</i>	<i>AENX-126013251</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Aetna Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>41393</i>
<i>Company Tracking Number:</i>	<i>LT AR0113501F01</i>		
<i>TOI:</i>	<i>H21 Health - Other</i>	<i>Sub-TOI:</i>	<i>H21.000 Health - Other</i>
<i>Product Name:</i>	<i>2008 Stop Loss</i>		
<i>Project Name/Number:</i>	<i>2008 Stop Loss/LT AR0113501F01</i>		

Superseded Schedule Items

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

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
02/17/2009	Form	Stop Loss application	02/17/2009	GR-96272-APP-AR.PDF (Superseded)

Aetna Life Insurance Company

Application for Stop Loss Insurance

Application is hereby made to Aetna Life Insurance Company, of Hartford, Connecticut (herein called Aetna) for a policy of Stop Loss Insurance, to be issued to the undersigned applicant.

Applicant:

Address:

The form of the policy hereby applied for is that which has been prepared and designated by Aetna as Form No. GR-96272.

Said Policy has been approved, and its terms are hereby accepted by the applicant.

Signed at:

|Applicant:

Date:

|By:

Witness:

|Official Title:

Agent(s) of Record:

(If countersignature laws require commission sharing with a duly Licensed Resident Agent in another jurisdiction, the above designation will be modified to the extent required by law.)

NOTICE: Employers/plan sponsors of self-funded health plans should not consider the purchase of stop loss coverage and/or excess loss coverage as complete protection from all liability created by the self-funded health plan. Employers/plan sponsors should be aware that the failure to comply with the terms of the stop loss policy and/or the provisions in the self-funded health plan may cause the employer/plan sponsor to incur liabilities under the health plan. For instance, if medical claims are paid on an ineligible individual, the stop loss carrier may deny the reimbursement under the stop loss policy. In addition, the Arkansas Life and Health Insurance Guaranty Association does not cover claims reimbursable under a stop loss policy.

Your premium purchases insurance coverage from Aetna, as well as the services of any Aetna-appointed licensed independent agent or broker identified in the Application for Stop Loss Insurance. Aetna has various programs for compensating producers (agents, brokers and consultants). If you would like information regarding compensation programs for which your producer is eligible, payment (if any) which Aetna has made to your producer, or other material relationships your producer may have with Aetna, you may contact your producer or Aetna. Information regarding Aetna's programs for compensating producers is also available at www.aetna.com. We appreciate your business and the opportunity to serve you.

<p>Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.</p>
