

SERFF Tracking Number: CCGH-126494043 State: Arkansas
Filing Company: Alta Health and Life Insurance Company State Tracking Number: 44863
Company Tracking Number:
TOI: HOrg03 Health - Other Sub-TOI: HOrg03.000 Health - Other
Product Name: Alta CSL Stop Loss
Project Name/Number: Alta Health & Life Stop Loss Filing/

Filing at a Glance

Company: Alta Health and Life Insurance Company

Product Name: Alta CSL Stop Loss

TOI: HOrg03 Health - Other

Sub-TOI: HOrg03.000 Health - Other

Filing Type: Form

SERFF Tr Num: CCGH-126494043 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 44863

Co Tr Num:

Author: Melissa Pine

Date Submitted: 02/16/2010

State Status: Approved-Closed

Reviewer(s): Rosalind Minor

Disposition Date: 03/09/2010

Disposition Status: Approved-
Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name: Alta Health & Life Stop Loss Filing

Project Number:

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 03/09/2010

Deemer Date:

Submitted By: Melissa Pine

Filing Description:

ALTA ME TOO FILINGS

Status of Filing in Domicile: Pending

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: 03/09/2010

Created By: Melissa Pine

Corresponding Filing Tracking Number:

Company and Contact

Filing Contact Information

Melissa Pine, Compliance Sr. Associate

900 Cottage Grove Road

B6LPA

Hartford, CT 06152

Melissa.Pine@CIGNA.com

860-226-7574 [Phone]

860-226-5400 [FAX]

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Filing Company Information

Alta Health and Life Insurance Company CoCode: 67369 State of Domicile: Indiana
 PO Box 230 Group Code: 901 Company Type: LAH
 Denver, CO 80201-0230 Group Name: State ID Number:
 (800) 521-5124 ext. [Phone] FEIN Number: 59-1031071

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Alta Health and Life Insurance Company	\$100.00	02/16/2010	34221861

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	03/09/2010	03/09/2010

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	02/16/2010	02/16/2010	Melissa Pine	03/09/2010	03/09/2010

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	FILING EXPLANATION	Melissa Pine	02/16/2010	02/16/2010

SERFF Tracking Number: *CCGH-126494043* *State:* *Arkansas*
Filing Company: *Alta Health and Life Insurance Company* *State Tracking Number:* *44863*
Company Tracking Number:
TOI: *HOrg03 Health - Other* *Sub-TOI:* *HOrg03.000 Health - Other*
Product Name: *Alta CSL Stop Loss*
Project Name/Number: *Alta Health & Life Stop Loss Filing/*

Disposition

Disposition Date: 03/09/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: CCGH-126494043 State: Arkansas
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Certificate of Compliance	Approved-Closed	Yes
Supporting Document (revised)	Description of Variable	Approved-Closed	Yes
Supporting Document	Description of Variable	Replaced	Yes
Supporting Document	FILING EXPLANATION	Approved-Closed	Yes
Form (revised)	Policy	Approved-Closed	Yes
Form	Policy	Replaced	Yes
Form	Application	Approved-Closed	Yes

SERFF Tracking Number: CCGH-126494043 State: Arkansas
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Company Tracking Number:
TOI: HOrg03 Health - Other Sub-TOI: HOrg03.000 Health - Other
Product Name: Alta CSL Stop Loss
Project Name/Number: Alta Health & Life Stop Loss Filing/

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 02/16/2010
Submitted Date 02/16/2010
Respond By Date 03/16/2010

Dear Melissa Pine,

This will acknowledge receipt of the captioned filing.

Objection 1

- Policy, CSL-CP et al (Form)

Comment:

Arkansas does not allow "Binding Arbitration". Refer to ACA 23-79-203.

Please feel free to contact me if you have questions.

Sincerely,
Rosalind Minor

Response Letter

Response Letter Status Submitted to State
Response Letter Date 03/09/2010
Submitted Date 03/09/2010

Dear Rosalind Minor,

Comments:

Thank you for your response.

Response 1

Comments: I have revised the documents to remove the binding arbitration provisions.

Related Objection 1

Applies To:

- Policy, CSL-CP et al (Form)

Comment:

Arkansas does not allow "Binding Arbitration". Refer to ACA 23-79-203.

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Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Description of Variable
 Comment:

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Policy	CSL-CP et al		Policy/Contract/Fraternal Certificate	Initial		45.300	Standard Alta Policy CSL-CPetalredline021810.pdf,Standard Alta Policy CSL-CPetalfinal021810.pdf

Previous Version

Policy	CSL-CP et al		Policy/Contract/Fraternal Certificate	Initial		45.300	Standard Alta Policy CSL-CP et al.pdf
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No Rate/Rule Schedule items changed.

Sincerely,
 Melissa Pine

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Amendment Letter

Submitted Date: 02/16/2010

Comments:

In advertantly left the filing explanation out of the General Information section. I've included it here.
Thank you.

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: FILING EXPLANATION

Comment:

AR Filing Explanation.pdf

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Form Schedule

Lead Form Number: CSL-CP et al

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 03/09/2010	CSL-CP et al	Policy/Cont ract/Fratern al Certificate	Policy	Initial		45.300	Standard Alta Policy CSL-CPetalredline 021810.pdf Standard Alta Policy CSL-CPetalfinal021810.pdf
Approved-Closed 03/09/2010	CSL-APP	Other	Application	Initial		45.800	ARcslapplicati onAR71409.pdf

ALTA HEALTH & LIFE INSURANCE COMPANY

(Herein called "Alta")

Based on the application for this policy made by *[insert Policyholder Name]* (herein called the Policyholder) and based on the payment of the premium when due, Alta agrees to reimburse the Policyholder for expenses covered and paid under the terms of this policy.

This policy becomes effective at 12:01 a.m. at the Policyholder's address on the effective date shown in the Coverage Information section.

All matter printed or written by Alta on the following pages forms a part of this policy as if recited over the signatures below.

This policy is delivered in and is governed by the laws of the jurisdiction shown in the Coverage Information section.

In witness thereof, Alta has caused this policy to be executed at its home office in Bloomfield, Connecticut.

[insert Company Officer position here]
[insert Company Officer typed name here]

ALTA HEALTH & LIFE INSURANCE COMPANY
(Herein called "Alta")

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ALTA HEALTH & LIFE INSURANCE COMPANY

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Definitions Section

Actual Attachment Point

Actual Attachment Point means the amount of Actual Claim Payments above which aggregate stop loss benefits are payable.

The Actual Attachment Point is determined at the end of the Policy Year and is the greater of: (1) the sum of all Policy Months in the Policy Year of the number of Covered Persons enrolled during each Lagged Month in each product and plan design in the Benefit Plan multiplied by the Monthly Attachment Factors for that Policy Month; or (2) the sum of the Minimum Attachment Point for each Policy Month.

For those policies with run-out coverage, in the year of termination the Actual Attachment Point is the sum of the product as calculated in accordance with the above paragraph plus the Run-out Period Attachment Point.

Actual Claim Payment

Actual Claim Payment means a payment made on behalf of the Policyholder for a Covered Person under the terms of the Benefit Plan. A payment is deemed to have been made as of the date the payment instrument is issued by the Claim Administrator. An Actual Claim Payment does not include a claim payment made in error on behalf of a Covered Person.

Aggregate Individual Stop Loss Limit

Aggregate Individual Stop Loss Limit means the limit that is used to determine benefits payable for Aggregate Stop Loss coverage.

ASL Benefit Percentage Payable

ASL Benefit Percentage Payable means the percentage of Covered Expenses payable to the Policyholder once the Actual Attachment Point has been reached.

Become Due

Become Due is the earliest date upon which: (a) the Policyholder or the Claim Administrator has received due proof of loss for which a claim is made under the terms of the Benefit Plan, provided such loss is covered under this policy as a Covered Expense; and (b) an Actual Claim Payment has been made.

Benefit Plan or Plan

Benefit Plan or Plan means the Policyholder's medical benefits and/or other health benefits applicable to either the Individual Stop Loss benefit and/or the Aggregate Stop Loss benefit as uniquely specified for each benefit in the Schedule of Insurance.

Claim Administrator

Claim Administrator means Alta or an entity approved by Alta to provide administrative services and to pay claims for the Policyholder's Benefit Plan.

ALTA HEALTH & LIFE INSURANCE COMPANY

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Corridor Factor

Corridor means the risk retained by the Policyholder. It is expressed as a percentage of Expected Paid Claims and is specified in the Schedule of Insurance.

Covered Expenses

Covered Expenses for a Policy Year are expenses made under the Benefit Plan that are reimbursable under this policy based on the criteria specified in the Schedule of Insurance.

Covered Person

Covered Person means a person who is enrolled for coverage and meets the eligibility requirements set forth in the Benefit Plan.

Cumulative Actual Expense

Cumulative Actual Expense is the total of Covered Expenses that have Become Due during the Policy Year to date. In determining which Covered Expenses are included in this calculation, Covered Expenses paid in excess of the Aggregate Individual Stop Loss Limit will be excluded.

[In the event that the policy terminates on any date other than the Renewal Date for any reason, then the Cumulative Actual Expense to date is the sum of the Cumulative Actual Expense as calculated in accordance with the above paragraph plus the Cumulative Actual Expense at the end of the last Policy Month of the prior Policy Year.]

Cumulative Attachment Limit

For each Policy Month in the Policy Year that has elapsed since the start of the Policy Year, the Cumulative Attachment Limit is the greater of: (1) the sum of each elapsed Policy Month of the sum of the number of Covered Persons enrolled during the Lagged Month in each product and plan design in the Benefit Plan multiplied by the Monthly Attachment Factors for that Policy Month; or (2) the sum of the Minimum Attachment Point for each elapsed Policy Month.

[In the event that the policy terminates on any date other than the Renewal Date for any reason, then the Cumulative Attachment Limit for the last Policy Month prior to the termination of this policy is the sum of: (1) the Cumulative Attachment Limit for all elapsed Policy Months as calculated in accordance with the above paragraph; plus (2) the Cumulative Attachment Limit for the last Policy Month of the prior Policy Year.]

[For those policies with run-out coverage, for any month during the Run-out Period, the Cumulative Attachment Limit is the sum of: (1) the Cumulative Attachment Limit for the last Policy Month prior to the termination date of this policy; plus (2) the Run-out Period Attachment Point.]

Cumulative Difference

The Cumulative Difference is equal to the Cumulative Actual Expense minus the Cumulative Attachment Limit at the end of each [monthly][quarterly][semiannual] period.

ALTA HEALTH & LIFE INSURANCE COMPANY

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Cumulative Recoverable Deficit

Cumulative Recoverable Deficit is the sum of all Policy Years of the Recoverable Deficit less any amounts recovered from the Policyholder in prior years.

Effective Date

Effective Date means the date on which coverage begins under this agreement.

Expected Paid Claims

Expected Paid Claims means the projected claims at the time of the presale or renewal quote to be paid for all Covered Persons during the Policy Year.

High Risk Individual

High Risk Individual means a Covered Person whose claims under the Benefit Plan are expected to exceed the Individual Stop Loss Limit. For such person(s), a separate Individual Stop Loss Limit for High Risk Individuals is applicable, or such person may be excluded from coverage under this policy.

Incurred

Incurred means the date on which the supply is obtained or the service is rendered to a Covered Person under the Benefit Plan.

Individual Stop Loss Limit

Individual Stop Loss Limit means the specific dollar amount of Covered Expenses paid by the Policyholder for each Covered Person during each Policy Year, as set forth in the Schedule of Insurance. If coverage is terminated during any Policy Year, the Individual Stop Loss Limit will be the same as if the coverage had remained in effect for the entire Policy Year.

Individual Stop Loss Limit for High Risk Individuals

Individual Stop Loss Limit for High Risk Individuals means the specific dollar amount of Covered Expenses paid by the Policyholder for each High Risk Individual during each Policy Year, as set forth in the Schedule of Insurance. If coverage is terminated during any Policy Year, the Individual Stop Loss Limit for High Risk Individuals will be the same as if the coverage had remained in effect for the entire Policy Year.

ISL Benefit Percentage Payable

ISL Benefit Percentage Payable means the percentage of Covered Expenses payable to the Policyholder once the Individual Stop Loss Limit has been reached.

Lagged Month

Lagged Month is defined on the Schedule of Insurance as either the same as the current Policy Month or as the Policy Month one or more months prior to the corresponding Policy Month. In the event the Lagged Month refers to a month prior to the Effective Date of the policy, the Lagged Month is defined as the first Policy Month.

ALTA HEALTH & LIFE INSURANCE COMPANY

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Minimum Attachment Exposure

Minimum Attachment Exposure is the greater of the number of Covered Persons enrolled during the Minimum Attachment Lagged Month in each product and plan design in the Benefit Plan; or the original estimated number of Covered Persons at the time of underwriting.

Minimum Attachment Lagged Month

Minimum Attachment Lagged Month is defined on the Schedule of Insurance as either the same as the Policy Year's first Policy Month or one or more months prior to the Policy Year's first Policy Month. In the event the Minimum Attachment Lagged Month refers to a month prior to the Effective Date of the policy, the Minimum Attachment Lagged Month is defined as the Policy Year's first Policy Month.

Minimum Attachment Percentage

The Minimum Attachment Percentage is used in computing the Minimum Attachment Point, and if applicable, the Minimum Run-out Period Attachment Point. This percentage is shown on Schedule of Insurance.

Minimum Attachment Point

The Minimum Attachment Point is either not applicable (in which case it is assumed to have a value of zero in any calculation), or for each Policy Month and for each product and plan design, it is equal to the Minimum Attachment Percentage multiplied by the Minimum Attachment Exposure multiplied by Monthly Attachment factors for the Policy Month.

Minimum Run-out Period Attachment Point

The Minimum Run-out Attachment Point is the Minimum Attachment Percentage multiplied by the Minimum Attachment Exposure multiplied by the sum of the Terminal Attachment Factors for each month as shown on the Schedule of Insurance under Terminal Attachment Factors.

Monthly Attachment Factor

Monthly Attachment Factor is a factor assigned to this policy to be used to calculate the Actual Attachment Point, Cumulative Attachment Limit and Minimum Attachment Point, as applicable. This factor is shown on the Schedule of Insurance.

Policy Month

Policy Month means a calendar month during a Policy Year.

Policy Quarter

Policy Quarter means a period of three consecutive calendar months during a Policy Year, with the first policy quarter beginning on the effective date of the policy.

Policy Year

Policy Year means the period beginning on the Effective Date of this policy (or most recent renewal date thereof) up to but not including the next renewal date or the date

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(Herein called "Alta")

of termination, whichever period is shorter. The Policy Year is specified on the Schedule of Insurance and may differ by coverage as indicated on the Schedule of Insurance.

Recoverable Deficit

Recoverable Deficit for a Policy Year is equal to the amount reimbursable under the Aggregate Stop Loss (ASL) Coverage benefit provision capped at an amount equal to the Recoverable Deficit Percentage multiplied by the Cumulative Attachment Limit as of the end of the Policy Year. The Recoverable Deficit Percentage is shown on the Schedule of Insurance. However, if the policy ends on a date other than the Renewal Date, then the Recoverable Deficit from the prior Policy Year shall be deemed to have had a Recoverable Deficit Percentage of 100%.

Renewal Date

Renewal Date is the day on which a new Policy Year begins as specified on the Schedule of Insurance.

Run-out Period

Run-out Period is the length of time following the termination date of this policy during which claims that Become Due for a Covered Person under the Benefit Plan will accumulate toward stop loss coverage under this policy provided that they were incurred prior to the termination date of this policy.

Run-out Period Attachment Point

Run-out Period Attachment Point is the greater of the Minimum Run-out Period Attachment Point or the sum of reach product in the Benefit Plan and each month (as shown on the Schedule of Insurance under Terminal Attachment Factors) of the Terminal Attachment Factor multiplied by the number of Covered Persons enrolled during the respective Lagged Month for that month.

Terminal Attachment Factor

Terminal Attachment Factor is a factor assigned to this policy to be used to calculate the Run-out Period Attachment Point and the Minimum Run-out Period Attachment Point. This factor is shown on the Schedule of Insurance.

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Benefit Provisions

Individual Stop Loss Coverage

In consideration of payment of the Individual Stop Loss premium by the Policyholder, Alta shall reimburse the Policyholder for the amount by which the total Covered Expenses for the Policy Year for a Covered Person exceed the Individual Stop Loss Limit. The amount of reimbursement will be calculated by multiplying the amount of Covered Expenses in excess of the Individual Stop Loss Limit times the ISL Benefit Percentage Payable, subject to Alta's maximum liability specified on the Schedule of Insurance.

Reimbursement for Covered Expenses will be made after an Actual Claim Payment is made.

Alta shall not be liable for any expenses that are incurred or become due outside the term of this policy.

Other

If Alta is not the Claim Administrator, payment for Covered Expenses will be made after receipt and acceptance by Alta of such information and records as Alta may reasonably require regarding the Actual Claim Payments.

Aggregate Stop Loss Coverage

[In consideration of payment of the Aggregate Stop Loss premium by the Policyholder, Alta shall reimburse the Policyholder for Covered Expenses for the Policy Year that are in excess of the Actual Attachment Point. The amount of reimbursement will be calculated by multiplying the amount of Covered Expenses in excess of the Actual Attachment Point times the ASL Benefit Percentage Payable, subject to Alta's maximum liability specified on the Schedule of Insurance.

Covered Expenses paid by the Policyholder in excess of the Aggregate Individual Stop Loss Limit are excluded prior to determining if the Actual Attachment Point is reached.

For the purpose of this calculation, amounts between the Aggregate Individual Stop Loss Limit and the Individual Stop Loss Limit for High Risk Individuals are also excluded.]

[In consideration of payment of the aggregate stop loss premium by the Policyholder, Alta shall reimburse to or require repayment from, the Policyholder after the end of each [monthly] [quarterly] [semiannual] period during the Policy Year for the amount of the Aggregate Stop Loss Benefit that shall be calculated as follows:

If the Cumulative Difference is greater than zero and greater than the Cumulative Difference at the end of the prior [monthly] [quarterly] [semiannual] period, then Alta shall reimburse the Policyholder for an amount equal to the increase in the Cumulative

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Difference since the prior [monthly] [quarterly][semiannual] period, but not more than an amount equal to the Cumulative Difference for the current [monthly] [quarterly] [semiannual] period.

If the Cumulative Difference is greater than zero but less than the Cumulative Difference at the end of the prior [monthly] [quarterly][semiannual] period, then the Policyholder will repay Alta an amount equal to the decrease in the Cumulative Difference since the prior [monthly] [quarterly][semiannual] period.

If the Cumulative Difference is less than zero, then the Policyholder will repay Alta an amount equal to the negative of the Cumulative Difference (for example, if the Cumulative Difference is negative \$100, then the Policyholder will repay \$100) but not by more than an amount equal to the sum of any reimbursements made in the prior Policy Months of the current Policy Year and the Cumulative Recoverable Deficit as of the end of the prior Policy Year less amounts already repaid to Alta in the current Policy Year.

If there is an amount due to Alta by the Policyholder, then Alta may debit the Policyholder's account if any, or the Policyholder shall pay Alta said amount within 30 days of receiving a written request therefore.

In determining which Covered Expenses apply toward satisfaction of the Cumulative [monthly] [quarterly] [semiannual] Aggregate Stop Loss Limit, Covered Expenses paid in excess of the Aggregate Individual Stop Loss Limit will be excluded. Covered Expenses between the Aggregate Individual Stop Loss Limit and the Individual Stop Loss Limit for High Risk Individual will also be excluded.]

The above payments, reimbursements and credits made by Alta to the Policyholder are subject to Alta's maximum liability specified on the Schedule of Insurance.

Alta shall not be liable for any expenses that are incurred or become due outside the term of this policy.

Other

If Alta is not the Claim Administrator, payment for Covered Expenses will be made after receipt and acceptance by Alta of such information and records as Alta may reasonably require regarding the Actual Claim Payments.

In the event Alta is the Claim Administrator paying claims out of the Policyholder's bank account established for the purpose of paying claims and such bank account is still open and available to Alta, any payments or reimbursements under this benefit will be executed by Alta debiting or crediting the Policyholder's bank account.

ALTA HEALTH & LIFE INSURANCE COMPANY

(Herein called "Alta")

Duties of the Policyholder

- A. The Policyholder will submit to Alta a complete copy of the Benefit Plan unless Alta already has such copy in its possession; such Benefit Plan or its complete copy is incorporated herein by reference.
- B. Any changes to the Benefit Plan will be submitted to Alta [60] days prior to their effective date.
- C. If Alta is not the Claim Administrator, the parties agree that the Policyholder or the Claim Administrator approved by Alta will have the following duties and obligations:
 1. to investigate, audit, calculate and pay all claims in accordance with the provisions of the Benefit Plan and any applicable provider contracts.
 2. to provide Alta such information and records as Alta may reasonably require for:
 - a. payment of any claim under this policy; and
 - b. projection of future expected claims of the Benefit Plan.
 3. to prepare and submit to Alta on a monthly basis:
 - a. a report of the Actual Claim Payments paid pursuant to the Benefit Plan for that month;
 - b. a report of the total number of Covered Persons covered by the Benefit Plan for that month; and
 - c. a report listing claimants with Covered Expenses during the Policy Year greater than 50% of the Individual Stop Loss Limit. The listing is to include cumulative paid claims and the respective ICD-9 codes.
 4. for individual stop loss, the preparation and submission to Alta on a monthly basis, within 15 days of the previous month's end, of:
 - a. a report showing Covered Expenses during the month for those Covered Persons for whom the total Covered Expenses for the stop loss Policy Year meet or exceed 50% of the Individual Stop Loss Limit; and
 - b. a completed CIGNA Stop Loss Notification form (to be supplied) which must accompany the report for each listed Covered Person.
 5. for any and all Covered Persons whose Covered Expenses meet or exceed the Individual Stop Loss Limit during the Policy Year, the following information must be supplied for claim adjudication under this policy. This information must accompany a CIGNA Stop Loss Notification form and must be presented to Alta within 30 days of the end of the month in which the Covered Person exceeded the Individual Stop Loss Limit:

ALTA HEALTH & LIFE INSURANCE COMPANY

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- a. copies of any and all documentation relating to outside bill reviews/negotiations for hospital bills greater than [\$15,000] and other provider bills greater than [\$2,500];
 - b. copies of any and all documentation relating to the Benefit Plan's subrogation interests, if applicable;
 - c. detailed claim reports and check information if explanation of benefits (EOBs) are not available;
 - d. itemized bills for any claims or charges over [\$5,000];
 - e. an enrollment form or eligibility screen; and
 - f. coordination of benefits (COB) information.
- D. The Policyholder will reimburse Alta for any Actual Claim Payments subsequently repaid, refunded, rebated or owed to the Policyholder by any party.
- E. The Policyholder will furnish additional information or documentation as reasonably requested by Alta.

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Exclusions

Covered expenses under this policy do not include the following:

1. Actual Claim Payments for which (a) there is other group insurance (including costs recoverable through the application of the coordination of benefits provision in the Benefit Plan); (b) third-party liability has been established; (c) there is coverage pursuant to any plan established by federal, state or local law (to the extent permitted); or (d) there is coverage under workers compensation insurance.
2. Expenses to the extent the Policyholder or Plan receives any payment(s), refund(s) or rebate(s), however denominated, or any reduction in charges including but not limited to reductions as a result of a PPO, EPO, or other managed care arrangement, claim reduction negotiation, or the application of any provider discount arrangement.
3. Expenses which Become Due after the date coverage under this policy ceases.
4. Administrative expenses of the Policyholder or Claim Administrator.
5. Extra contractual damages, expenses or reimbursements of any kind or nature.
6. Investigative or legal expenses including, but not limited to, attorneys' fees and court costs.
7. Expenses Incurred by a person not eligible under the terms of the Benefit Plan.
8. Expenses paid because of an amendment to the Benefit Plan which is not agreed to by Alta.
9. Expenses for taxes, fees and surcharges that may be imposed on the Benefit Plan or Policyholder by federal, state or local governments.
10. Expenses Incurred as a result of war, whether declared or not, or acts of war or service in any military force of any country while such country is engaged in war, whether declared or not.
11. Expenses which are not considered Covered Expenses under the Benefit Plan.
12. Expenses for which the Policyholder or Claim Administrator has failed to provide the required information set forth under the Duties of the Policyholder section.
13. With respect to individual stop loss, and with respect to aggregate stop loss if indicated on the Schedule, expenses resulting from capitation payments, if any (i.e. contractually determined periodic payments to certain providers based on the number of plan participants entitled to receive services from the provider, in return for which, such providers furnish certain agreed-upon services to eligible plan participants).
14. For liabilities which are non-pecuniary in nature (not having a monetary value).

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(Herein called "Alta")

Omission, Concealment or Misrepresentation of Fact

The parties understand that Alta has relied upon the completeness and accuracy of the underwriting information presented to Alta in its decision to issue and/or renew this policy. Such information includes information volunteered by the Policyholder when requesting the quote, information provided in response to a request by Alta, and any personal health statements filled out by persons covered under the Benefit Plan. If Alta determines that any of the information has omitted, concealed or misrepresented any fact which Alta determines to have had an effect on Alta's assessment of the risk, Alta reserves the right to re-underwrite the coverage, including but not limited to resetting the premium rates, resetting the individual stop limits, resetting or establishing coverage maximums, resetting monthly attachment factors, and minimum attachment factors; or Alta may terminate this policy. Any such action by Alta will be reasonable in relation to the nature of the omission, concealment, or misrepresentation, and may be retroactive to the beginning of the Policy Year.

Subrogation and Acts of Third Parties

Applicability

Where allowed by law, this section will apply:

1. to Policyholders who receive payments for Covered Expenses under this policy; and
2. where Actual Claim Payments have been made under the Benefit Plan to a Covered Person who has a lawful claim against, or who has received compensation, damages or other payment from another party or parties for expenses resulting in the payment by Alta of such Covered Expenses; and
3. to the Policy Year in which the corresponding payment was made. The expense of subrogation will be shared proportional according to the Benefit Plan.

Policyholder Obligations

To secure the rights of Alta under this section, the Policyholder must:

1. pursue the rights of subrogation contained in the Benefit Plan; and
2. reimburse Alta for Covered Expenses Incurred under this policy (but not more than the amount paid by the other party or parties) if payment from the other party or parties has been received by the Policyholder. The Policyholder must reimburse Alta first, and in full, before retaining any benefit from the recovery; and
3. assign to Alta the Policyholder's subrogation and/or reimbursement right contained in the Benefit Plan to the extent of Alta's payments if requested by Alta and Policyholder shall cooperate fully and do all things as necessary and required to enable Alta to pursue the recovery right.

ALTA HEALTH & LIFE INSURANCE COMPANY

(Herein called "Alta")

Privacy of Information

In connection with the performance of its obligations under this policy, Alta may disclose to and receive disclosure from the Policyholder or its Claim Administrator of information collected or received in connection with Covered Expenses reimbursable under this policy, provided the information is limited to that which is reasonable and necessary.

Under no circumstances will Alta provide the Policyholder with information on incurred, but not paid claims, projected claims, pre-certifications of coverage, case management notes, and course of treatment information or prognosis information.

ALTA HEALTH & LIFE INSURANCE COMPANY

(Herein called "Alta")

Premiums

Premium Payments

The initial premium shall be due and payable on the [[effective date][first day of the [[! month] of this policy. Subsequent premiums shall be due on the first day of each calendar month that this policy remains in effect.

Premiums can be paid to Alta's home office or to an authorized agent of Alta. Each premium paid continues the policy in force until the date the next premium is due, except as set forth in the Grace Period section.

The total monthly premium is the sum of the premium for all Covered Persons for all coverages as identified on the Schedule of Insurance.

Grace Period

A period of 31 days, without interest, is allowed for paying any premium other than the first premium payment. The policy will remain in force during the grace period, unless Alta has been advised in writing that the policy is to cease prior to the end of the grace period. If any premium is not paid before the grace period ends, the policy will cease at the end of the grace period. When this policy ends the Policyholder will be liable for all premiums past due and unpaid, including a pro-rata premium for any time this policy remains in force during the grace period.

Premium Refund

Any error or correction of any premium paid must be reported to Alta promptly. The premium will be adjusted retroactively to reflect the correct premium amount. If a correction will result in a decrease in premium, a refund will be given only for the two month period prior to Alta's receipt of a correction request.

ALTA HEALTH & LIFE INSURANCE COMPANY

(Herein called "Alta")

Right to Change Terms of Coverage

Alta reserves the right to change any the terms shown on the Schedule of Insurance including but not limited to the Individual Stop Loss Limits, the Monthly Attachment Factors, the Terminal Attachment Factors, Minimum Attachment Factors and/or Premium Rates under the following circumstances:

1. In the event the total number of Covered Persons at the beginning of the Policy Year or at any time during the Policy year differs more than [10%-20%] from the original estimated enrollment, such change to become effective on the first day of any month following the fluctuation.
2. In the event enrollment in any covered plan at the beginning of the Policy Year or at any time during the Policy year differs more than [10%-20%] from the original estimated enrollment, such change to become effective on the first day of any month following the fluctuation.
3. In the event of material changes in the Benefit Plan or changes in legislation or regulation, Alta may revise the premium rates with the revision to become effective on the date such changes are effective.
4. In the event of the addition of a subsidiary, operation or class of Covered Persons not previously covered under the Benefit Plan and approved by Alta, Alta may revise the premium rates with the revision to become effective on the date such addition is effective.
5. In the event of the termination of a subsidiary, operation or class of Covered Persons covered under this policy, Alta may revise the premium rates with the revision to become effective on the date such termination is effective.
6. On any policy anniversary, subject to advance written notice of at least 31 days.
7. In the event of an omission, concealment or misrepresentation of material fact, as described in Omission, Concealment or Misrepresentation of Fact section, such change to become retroactively to the first day of the affected coverage period.

If Alta is not the Claim Administrator, Alta also reserves the right to change any premium rates if Alta determines that Actual Claim Payments are not being made in accordance with the provisions of the Benefit Plan. Such adjustment may be made retroactive to the beginning of the Policy Year.

Termination

This policy will continue in effect from its effective date until terminated on the earliest of the following:

1. At the end of the grace period if the premium is not paid.

ALTA HEALTH & LIFE INSURANCE COMPANY

(Herein called "Alta")

2. Upon mutual consent by the parties, on the date the parties agree to terminate.
3. On the premium due date following 31 days after the mailing of written notification of termination by Alta or the Policyholder.
4. On the date of termination of the Benefit Plan.
5. 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 Alta, the Policy shall terminate automatically as to such time or jurisdiction on the effective date of such law or interpretation.
6. Immediately upon written notice to the Policyholder of the discovery of the Policyholder's failure to comply with any material term of the policy.
7. Immediately upon written notice to the Policyholder if Alta reasonably determines that the Policyholder has ceased or failed to sufficiently fund its account established to fund benefit payments under the Plan.

This policy may also be terminated by Alta as follows:

1. Retroactively to the Policy Effective Date or the latest Renewal Date as applicable, upon written notice to the Policyholder, if Alta determines that any of the information has omitted, concealed or misrepresented any fact which Alta determines to have had an effect on Alta's assessment of the risk.
2. On the next premium due date, at Alta's option, if Alta determines that Actual Claim Payments are not being made in accordance with the provisions of the Benefit Plan.
3. On the effective date of a change in the Benefit Plan which is not approved by Alta. Alta will give the Policyholder written notice within 31 days after receipt of a copy of such change, if the Policyholder notifies Alta within sufficient time to allow compliance with this notice requirement.
4. On the effective date of any change in Claim Administrator which is not approved by Alta. Alta will give the Policyholder written notice within 31 days after receipt of notification of such change, if the Policyholder notifies Alta within sufficient time to allow compliance with this notice requirement.

All coverage ceases upon termination of this policy. The termination of this policy does not excuse the Policyholder from forwarding to Alta any and all premiums accrued through the date of termination.

Alta reserves the right not to provide run-out coverage in the event of termination prior to the end of the Policy Year.

ALTA HEALTH & LIFE INSURANCE COMPANY

(Herein called "Alta")

General Provisions

Notice

This policy provides benefits when the Policyholder's Benefit Plan incurs expenses in excess of the [individual] [and/or] [aggregate] limits outlined in this policy. Since this policy insures the Policyholder and not the individuals covered by the Policyholder's Benefit Plan, this policy neither adds to nor subtracts from the terms of the underlying Benefit Plan. Additionally, this policy does not in any way affect the Policyholder's responsibility to comply with employment laws such as the Americans with Disabilities Act, the Age Discrimination in Employment Act, Title VII of the 1964 Civil Rights Act and other applicable state and federal laws.

Parties to the Policy and Responsibility for Claims for Benefits by Covered Persons

The parties to the policy are the Policyholder and Alta. There are no third party beneficiaries and this policy does not create any rights or legal relation whatsoever between Alta and a Covered Person under the Policyholder's Benefit Plan. Alta's sole liability under this policy is to the Policyholder.

The Policyholder shall retain the exclusive obligation for any action, brought for benefits under the Policyholder's Benefit Plan however denominated, including any action purporting to be brought with respect to this policy. Policyholder agrees to assume the tender of any such action and to reimburse Alta for reasonable costs, costs of whatever kind (including court costs and attorneys' fees) which Alta may incur to protect its and Policyholder's rights until Policyholder accepts tender. Provided that nothing herein shall alter Alta's obligations contained in the parties' administrative services agreement, if any.

Entire Contract

The parties agree that this policy and any endorsement and amendment to the policy constitute the entire contract regarding the stop loss insurance between the parties. Any endorsement or amendment changing this policy must be in writing and must be signed by authorized officers of Alta and the Policyholder respectively. No person may modify or waive any of the terms of this policy except by a written amendment signed by a duly authorized officer of Alta.

Enforceability

In the event that one or more provisions in this policy shall, for any reason, be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this policy shall not be affected.

Clerical Error

Clerical error by the Policyholder or by Alta will not continue terminated coverage. In the event of such clerical error, an appropriate adjustment will be made.

Examination and Maintenance of Records

If Alta is not the Claim Administrator:

ALTA HEALTH & LIFE INSURANCE COMPANY

(Herein called "Alta")

1. The Policyholder will furnish to Alta such data as may be required for the administration of this policy.
2. The Policyholder's and the Claim Administrator's books and records pertaining to the policy will be available to Alta for inspection during the usual business hours. Such books and records will be maintained for a period of not less than 6 years following termination of the policy.
3. Alta will have the right at all reasonable times to inspect all records relating to Actual Claim Payments paid under the Benefit Plan whether maintained by the Policyholder or the Claim Administrator. Alta will treat as confidential all such records and information obtained.

Dispute Resolution

It is understood and agreed that any dispute, controversy or question arising from or relating to the performance or interpretation of this policy, the breach thereof, or the subject matter thereof (controversy) shall be resolved exclusively pursuant to the following mandatory Dispute Resolution procedures, provided however that the Policyholder may not initiate any dispute resolution relating to a claim under this policy fewer than 60 calendar days or more than three years after due proof of such claim is furnished to Alta:

1. Any controversy between the parties arising shall first be referred for executive review. The disputing party shall initiate executive review by giving the other party written notice of the controversy, and shall specifically request executive review of said controversy in such notice. Within 20 calendar days of any party's written request for executive review, the receiving party shall submit a written response. Both the notice and response shall include a statement of each party's position and a summary of the evidence and arguments supporting its position. Within 30 calendar days of any party's request for executive review, an executive level employee of each party shall be designated by the party to meet and confer with his/her counterpart to attempt to resolve the controversy.
2. In the event that a controversy has not been resolved within 35 calendar days of the request of executive review under Section 1 above, the disputing party shall initiate mediation by providing written notice to the other party, which shall be conducted in such location or locations determined by the mediator in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Mediation. Each party shall assume its own costs and attorneys fees, and the compensation and expenses of the mediator and any administrative fees or costs shall be borne equally by the parties.

~~3. In the event that a controversy has not been resolved within 60 calendar days of the request for mediation under Section 2 above, the controversy shall be settled exclusively by binding arbitration. The arbitration shall be conducted in such location or locations determined by the arbitrator in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration, and which to the extent of the subject matter of the arbitration, shall be binding not only on all parties to the agreement, but on any other entity controlled by, in control of or under common control with the party to the extent that such affiliate joins in the arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.~~

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~~Each party shall assume its own costs and attorneys fees, and the compensation and expenses of the mediator and any administrative fees or costs shall be borne equally by the parties. The decision of the arbitrator shall be final, conclusive and binding, and no action at law or in equity may be instituted by either party other than to enforce the award of the arbitrator.~~

This provision shall survive the termination of this policy.

Plan Changes

Alta reserves the right to approve a change in the Benefit Plan. The Policyholder must promptly furnish Alta with a copy of each change in the Benefit Plan prior to its effective date. If such copy is not received, Alta will only be liable for the reimbursement of Covered Expenses under this policy as if the plan was not changed.

Subcontracting

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

Assignment

No assignment of this policy by the Policyholder will be binding upon Alta.

Offset

Alta shall be entitled to offset payments due to the Policyholder under this policy against premiums due and unpaid by the Policyholder to Alta.

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(Herein called "Alta")

Schedule of Insurance

Coverage Information

Policyholder: [Policyholder name]
Policy Number: [Policy number]
Effective Date: [policy effective date]
[Effective Date of this Amendment: [amendment effective date]]
Next Renewal Date: [next renewal date]
State or other Jurisdiction of Issue: [policy state of situs]

Notices

For the purpose of any notices required under this policy, such notices should be sent to the addresses shown below:

Alta Health & Life Insurance Company
[900 Cottage Grove Road, Hartford, CT 06152]
[8505 East Orchard Road, Greenwood Village, CO 80111]
[Attn: Stop Loss Unit]

[Policyholder Name and Address]

Individual Stop Loss

Policy Year: [date] to [date]

Covered Expenses: Claims that are incurred between [date] and [date] and that Become Due between [date] and [date]

[Run-out Period: [!] Months]

[In the terminating year of the policy, the Become Due period is extended by the length of the Run-out Period. Covered Expenses for a Covered Person will continue to accumulate towards the Individual Stop Loss Limit and the Individual Stop Loss Limit for High Risk Individuals as set forth in the year of termination.]

[Upon termination of the policy, accumulation of claims towards the Individual Stop Loss Limit and the Individual Stop Loss Limit for High Risk Individuals shall reset to \$0. Covered Expenses for a Covered Person that Become Due during the Run-out period will accumulate towards a new Individual Stop Loss Limit and Individual Stop Loss Limit for High Risk Individuals to be established upon termination of the policy.]

ISL Benefit Percentage Payable: [10-100]%

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(Herein called "Alta")

[Alta shall reimburse the Policyholder [!]% of the first \$[!] Covered Expenses paid for a Covered Person in a Policy Year that are in excess of the Individual Stop Loss Limit, and [!]% of additional Covered Expenses paid for a Covered Person in a Policy Year.]

Individual Stop Loss Limit: \$[10,000-5,000,000]

The following Covered Persons have been identified as High Risk Individuals and shall be subject to the Individual Stop Loss Limit as specified below:

[High Risk Individuals	none]
[High Risk Individuals <i>repeat as needed</i>	Individual Stop Loss Limit
[Name][Member ID Number]	[\$[100,000-5,000,000][excluded from coverage]]

Benefit Plans Covered by Individual Stop Loss Coverage:

<u>Plan Administrator</u>	<u>Product</u>
[[Alta][Plan Administrator Name]	[medical]]
[[Alta][Plan Administrator Name]	[mental health]]
[[Alta][Plan Administrator Name]	[chemical dependency/substance abuse]]
[[Alta][Plan Administrator Name]	[pharmacy expense][prescription drug]]
[[Alta][Plan Administrator Name]	[vision]]
[[Alta][Plan Administrator Name]	[dental]]
[[Alta][Plan Administrator Name]	[STD]]
[[Alta][Plan Administrator Name]	[describe other benefit plan]]

[Benefit Plans Included Under Run-In Coverage:

Benefit Plan Coverages Insured by Individual Stop Loss when Covered Expenses are incurred up to [!] months before the Effective Date and Become Due during the first Policy Year:

<u>Carrier</u>	<u>Product</u>
[[carrier]	[medical]]
[[carrier]	[mental health]]
[[carrier]	[chemical dependency/substance abuse]]
[[carrier]	[pharmacy expense][prescription drug]]
[[carrier]	[vision]]
[[carrier]	[dental]]
[[carrier]	[STD]]
[[carrier]	[describe other benefit plan]]

Additional exclusions from Individual Stop Loss coverage under this policy:

[Funds contributed by the company or an employee as part of a health reimbursement account, health savings account or flexible savings account.]

[[!] % Percentage of Expenses paid for services at the following facilities:

ALTA HEALTH & LIFE INSURANCE COMPANY

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repeat as needed

Tax ID #:

Facility:

Address:]

[Retirees over 65 years of age][Retirees]

[Alta's maximum liability per individual: [will be the individual lifetime maximum as set forth in the Benefit Plan less the Individual Stop Loss Limit][will be \$[!] for this Policy Year]]

[Monthly Premium Rates:

[for each covered employee for policy month(s) [!] to [!]	\$[!]
[for each covered dependent for policy month(s) [!] to [!]	\$[!]
[for two or more covered dependents for policy month(s) [!] to [!]	\$[!]
[for each covered employee without covered dependents for policy month(s) [!] to [!]	\$[!]
[for each covered employee with covered dependents for policy month(s) [!] to [!]	\$[!]
[for each covered employee only for policy month(s) [!] to [!]	\$[!]
[for each covered employee with one covered dependent for policy month(s) [!] to [!]	\$[!]
[for each covered employee with two or more covered dependents for policy month(s) [!] to [!]	\$[!]
[for each Covered Person for policy month(s) [!] to [!]	\$[!]

[Renewal Planner:

In consideration of additional premium paid, Alta agrees that the Policyholder may renew ISL coverage at the next renewal date at rates determined in accordance with the following terms:

1. The premium rate for ISL will be increased by the sum of trend at the next renewal, and [!]% to reflect maturation of the ISL coverage from the current Policy Year to the next.
2. The pooling point must increase by [!]% from the current pooling point.
3. No Covered Persons will be added to the list of High Risk Individuals already on the Schedule page.

This renewal planner agreement will apply provided that none of circumstances set forth in items 1 through 5 and item 7 of the Rights to Change Terms of Coverage section have occurred during the Policy Year or the Policy Year beginning on [*next renewal date*].

The premium paid for this provision is nonrefundable should the Policyholder choose not to renew the ISL coverage with Alta.]

Aggregate Stop Loss

ALTA HEALTH & LIFE INSURANCE COMPANY

(Herein called "Alta")

Policy Year: [date] to [date]

Covered Expenses: Claims that are incurred between [date] and [date] and that Become Due between [date] and [date]

[Run-out Period: [!] Months]

[In the terminating year of the policy, the Become Due period is extended by the length of the Run-out Period. Covered Expenses for a Covered Person will continue to accumulate towards the Actual Claim Payment or the Cumulative Actual Expense, whichever is applicable.]

Terminal Attachment Factor (for each Covered Person):

[To be determined at the end of the terminating Policy Year]

[Repeat section below if factors are different for the first and second months following the termination date of the policy

For Run-out Month [!]:

<u>Plan Administrator</u>	<u>Product</u>	
[[Alta][Plan Administrator Name]	[medical]	[\$[10,000-5,000,000]]
[[Alta][Plan Administrator Name]	[mental health]	[\$[10,000-5,000,000]]
[[Alta][Plan Administrator Name]	[chemical dependency/substance abuse]	[\$[10,000-5,000,000]]
[[Alta][Plan Administrator Name]	[pharmacy expense][prescription drug]	[\$[10,000-5,000,000]]
[[Alta][Plan Administrator Name]	[vision]	[\$[10,000-5,000,000]]
[[Alta][Plan Administrator Name]	[dental]	[\$[10,000-5,000,000]]
[[Alta][Plan Administrator Name]	[STD]	[\$[10,000-5,000,000]]
[[Alta][Plan Administrator Name]	[describe other benefit plan]	[\$[10,000-5,000,000]]

ASL Benefit Percentage Payable: [10-100]%

[Alta shall reimburse the Policyholder [!]% of the Covered Expenses for the Policy Year that are in excess of the Actual Attachment Point up to [!]% of the Actual Attachment Point, and [!]% of any additional Covered Expenses for the Policy Year in excess of the Actual Attachment Point, excluding the Covered Expenses noted in the Benefit Provisions section, subject to Alta's maximum liability under the policy for this Policy Year specified below.]

Aggregate Individual Stop Loss Limit: \$[10,000-5,000,000]

Monthly Attachment Factor (for each Covered Person):

Repeat section below if factors vary by policy month during the policy year:

[For Policy Month[s] [!] to [!]:

<u>Plan Administrator</u>	<u>Product</u>
---------------------------	----------------

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[[Alta][Plan Administrator Name][medical]	\$[!]]
[[Alta][Plan Administrator Name][mental health]	\$[!]]
[[Alta][Plan Administrator Name][chemical dependency/substance abuse]	\$[!]]
[[Alta][Plan Administrator Name][pharmacy expense][prescription drug]	\$[!]]
[[Alta][Plan Administrator Name][vision]	\$[!]]
[[Alta][Plan Administrator Name][dental]	\$[!]]
[[Alta][Plan Administrator Name][STD]	\$[!]]
[[Alta][Plan Administrator Name][describe other coverage]	\$[!]]

[Lagged Month:

[Same as the current Policy Month][One Month Prior][Two Months Prior]]

Minimum Attachment Percentage: [none][[!]]%

Minimum Attachment Lagged Month: [none][[!]] months prior to the Policy Year's first Policy Month]

Corridor Factor: [105-200]%

Benefit Plans Covered by Aggregate Stop Loss Coverage:

<u>Plan Administrator</u>	<u>Product</u>
[[Alta][Plan Administrator Name]	[medical]]
[[Alta][Plan Administrator Name]	[mental health]]
[[Alta][Plan Administrator Name]	[chemical dependency/substance abuse]]
[[Alta][Plan Administrator Name]	[pharmacy expense][prescription drug]]
[[Alta][Plan Administrator Name]	[vision]]
[[Alta][Plan Administrator Name]	[dental]]
[[Alta][Plan Administrator Name]	[STD]]
[[Alta][Plan Administrator Name]	[describe other benefit plan]]

[Additional exclusions from Aggregate Stop Loss Coverage:

[Funds, if any, contributed by the company or an employee as part of a health reimbursement account, health savings account or flexible savings account.]

[Expenses resulting from capitation payments, if any, (i.e., contractually determined periodic payments to certain providers based on the number of plan participants entitled to receive services from the provider, in return for which, such providers furnish certain agreed-upon services to eligible plan participants).]

[[!]] % of Expenses paid for services at the following facilities:

Tax ID #:

Facility:

Address:]

[Retirees over 65 years of age][Retirees]]

Alta's maximum liability for claims incurred prior to the effective date of coverage: \$[50,000-Unlimited]

ALTA HEALTH & LIFE INSURANCE COMPANY

(Herein called "Alta")

Alta's maximum liability for the Aggregate Stop Loss coverage: \$[50,000-
Unlimited][for the Policy Year]

Recoverable Deficit Percentage: [This Policy does not contain any Deficit
Carryforward feature] [[0-100]%]

[Monthly Premium Rates:

[for each covered employee for policy month(s) [!] to [!]	\$[!]
[for each covered dependent for policy month(s) [!] to [!]	\$[!]
[for two or more covered dependents for policy month(s) [!] to [!]	\$[!]
[for each covered employee without covered dependents for policy month(s) [!] to [!]	\$[!]
[for each covered employee with covered dependents for policy month(s) [!] to [!]	\$[!]
[for each covered employee only for policy month(s) [!] to [!]	\$[!]
[for each covered employee with one covered dependent for policy month(s) [!] to [!]	\$[!]
[for each covered employee with two or more covered dependents for policy month(s) [!] to [!]	\$[!]
[for each Covered Person for policy month(s) [!] to [!]	\$[!]

[Payment of premium is considered acceptance of this policy and the terms within.]

[Agreed to by the Policyholder, *[date]*].

By: _____
Policyholder Signature

_____]]
Title

ALTA HEALTH & LIFE INSURANCE COMPANY

(Herein called "Alta")

Based on the application for this policy made by [*insert Policyholder Name*] (herein called the Policyholder) and based on the payment of the premium when due, Alta agrees to reimburse the Policyholder for expenses covered and paid under the terms of this policy.

This policy becomes effective at 12:01 a.m. at the Policyholder's address on the effective date shown in the Coverage Information section.

All matter printed or written by Alta on the following pages forms a part of this policy as if recited over the signatures below.

This policy is delivered in and is governed by the laws of the jurisdiction shown in the Coverage Information section.

In witness thereof, Alta has caused this policy to be executed at its home office in Bloomfield, Connecticut.

[*insert Company Officer position here*]

[*insert Company Officer typed name here*]

ALTA HEALTH & LIFE INSURANCE COMPANY
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Definitions Section

Actual Attachment Point

Actual Attachment Point means the amount of Actual Claim Payments above which aggregate stop loss benefits are payable.

The Actual Attachment Point is determined at the end of the Policy Year and is the greater of: (1) the sum of all Policy Months in the Policy Year of the number of Covered Persons enrolled during each Lagged Month in each product and plan design in the Benefit Plan multiplied by the Monthly Attachment Factors for that Policy Month; or (2) the sum of the Minimum Attachment Point for each Policy Month.

For those policies with run-out coverage, in the year of termination the Actual Attachment Point is the sum of the product as calculated in accordance with the above paragraph plus the Run-out Period Attachment Point.

Actual Claim Payment

Actual Claim Payment means a payment made on behalf of the Policyholder for a Covered Person under the terms of the Benefit Plan. A payment is deemed to have been made as of the date the payment instrument is issued by the Claim Administrator. An Actual Claim Payment does not include a claim payment made in error on behalf of a Covered Person.

Aggregate Individual Stop Loss Limit

Aggregate Individual Stop Loss Limit means the limit that is used to determine benefits payable for Aggregate Stop Loss coverage.

ASL Benefit Percentage Payable

ASL Benefit Percentage Payable means the percentage of Covered Expenses payable to the Policyholder once the Actual Attachment Point has been reached.

Become Due

Become Due is the earliest date upon which: (a) the Policyholder or the Claim Administrator has received due proof of loss for which a claim is made under the terms of the Benefit Plan, provided such loss is covered under this policy as a Covered Expense; and (b) an Actual Claim Payment has been made.

Benefit Plan or Plan

Benefit Plan or Plan means the Policyholder's medical benefits and/or other health benefits applicable to either the Individual Stop Loss benefit and/or the Aggregate Stop Loss benefit as uniquely specified for each benefit in the Schedule of Insurance.

Claim Administrator

Claim Administrator means Alta or an entity approved by Alta to provide administrative services and to pay claims for the Policyholder's Benefit Plan.

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Corridor Factor

Corridor means the risk retained by the Policyholder. It is expressed as a percentage of Expected Paid Claims and is specified in the Schedule of Insurance.

Covered Expenses

Covered Expenses for a Policy Year are expenses made under the Benefit Plan that are reimbursable under this policy based on the criteria specified in the Schedule of Insurance.

Covered Person

Covered Person means a person who is enrolled for coverage and meets the eligibility requirements set forth in the Benefit Plan.

Cumulative Actual Expense

Cumulative Actual Expense is the total of Covered Expenses that have Become Due during the Policy Year to date. In determining which Covered Expenses are included in this calculation, Covered Expenses paid in excess of the Aggregate Individual Stop Loss Limit will be excluded.

[In the event that the policy terminates on any date other than the Renewal Date for any reason, then the Cumulative Actual Expense to date is the sum of the Cumulative Actual Expense as calculated in accordance with the above paragraph plus the Cumulative Actual Expense at the end of the last Policy Month of the prior Policy Year.]

Cumulative Attachment Limit

For each Policy Month in the Policy Year that has elapsed since the start of the Policy Year, the Cumulative Attachment Limit is the greater of: (1) the sum of each elapsed Policy Month of the sum of the number of Covered Persons enrolled during the Lagged Month in each product and plan design in the Benefit Plan multiplied by the Monthly Attachment Factors for that Policy Month; or (2) the sum of the Minimum Attachment Point for each elapsed Policy Month.

[In the event that the policy terminates on any date other than the Renewal Date for any reason, then the Cumulative Attachment Limit for the last Policy Month prior to the termination of this policy is the sum of: (1) the Cumulative Attachment Limit for all elapsed Policy Months as calculated in accordance with the above paragraph; plus (2) the Cumulative Attachment Limit for the last Policy Month of the prior Policy Year.]

[For those policies with run-out coverage, for any month during the Run-out Period, the Cumulative Attachment Limit is the sum of: (1) the Cumulative Attachment Limit for the last Policy Month prior to the termination date of this policy; plus (2) the Run-out Period Attachment Point.]

Cumulative Difference

The Cumulative Difference is equal to the Cumulative Actual Expense minus the Cumulative Attachment Limit at the end of each [monthly][quarterly][semiannual] period.

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Cumulative Recoverable Deficit

Cumulative Recoverable Deficit is the sum of all Policy Years of the Recoverable Deficit less any amounts recovered from the Policyholder in prior years.

Effective Date

Effective Date means the date on which coverage begins under this agreement.

Expected Paid Claims

Expected Paid Claims means the projected claims at the time of the presale or renewal quote to be paid for all Covered Persons during the Policy Year.

High Risk Individual

High Risk Individual means a Covered Person whose claims under the Benefit Plan are expected to exceed the Individual Stop Loss Limit. For such person(s), a separate Individual Stop Loss Limit for High Risk Individuals is applicable, or such person may be excluded from coverage under this policy.

Incurred

Incurred means the date on which the supply is obtained or the service is rendered to a Covered Person under the Benefit Plan.

Individual Stop Loss Limit

Individual Stop Loss Limit means the specific dollar amount of Covered Expenses paid by the Policyholder for each Covered Person during each Policy Year, as set forth in the Schedule of Insurance. If coverage is terminated during any Policy Year, the Individual Stop Loss Limit will be the same as if the coverage had remained in effect for the entire Policy Year.

Individual Stop Loss Limit for High Risk Individuals

Individual Stop Loss Limit for High Risk Individuals means the specific dollar amount of Covered Expenses paid by the Policyholder for each High Risk Individual during each Policy Year, as set forth in the Schedule of Insurance. If coverage is terminated during any Policy Year, the Individual Stop Loss Limit for High Risk Individuals will be the same as if the coverage had remained in effect for the entire Policy Year.

ISL Benefit Percentage Payable

ISL Benefit Percentage Payable means the percentage of Covered Expenses payable to the Policyholder once the Individual Stop Loss Limit has been reached.

Lagged Month

Lagged Month is defined on the Schedule of Insurance as either the same as the current Policy Month or as the Policy Month one or more months prior to the corresponding Policy Month. In the event the Lagged Month refers to a month prior to the Effective Date of the policy, the Lagged Month is defined as the first Policy Month.

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Minimum Attachment Exposure

Minimum Attachment Exposure is the greater of the number of Covered Persons enrolled during the Minimum Attachment Lagged Month in each product and plan design in the Benefit Plan; or the original estimated number of Covered Persons at the time of underwriting.

Minimum Attachment Lagged Month

Minimum Attachment Lagged Month is defined on the Schedule of Insurance as either the same as the Policy Year's first Policy Month or one or more months prior to the Policy Year's first Policy Month. In the event the Minimum Attachment Lagged Month refers to a month prior to the Effective Date of the policy, the Minimum Attachment Lagged Month is defined as the Policy Year's first Policy Month.

Minimum Attachment Percentage

The Minimum Attachment Percentage is used in computing the Minimum Attachment Point, and if applicable, the Minimum Run-out Period Attachment Point. This percentage is shown on Schedule of Insurance.

Minimum Attachment Point

The Minimum Attachment Point is either not applicable (in which case it is assumed to have a value of zero in any calculation), or for each Policy Month and for each product and plan design, it is equal to the Minimum Attachment Percentage multiplied by the Minimum Attachment Exposure multiplied by Monthly Attachment factors for the Policy Month.

Minimum Run-out Period Attachment Point

The Minimum Run-out Attachment Point is the Minimum Attachment Percentage multiplied by the Minimum Attachment Exposure multiplied by the sum of the Terminal Attachment Factors for each month as shown on the Schedule of Insurance under Terminal Attachment Factors.

Monthly Attachment Factor

Monthly Attachment Factor is a factor assigned to this policy to be used to calculate the Actual Attachment Point, Cumulative Attachment Limit and Minimum Attachment Point, as applicable. This factor is shown on the Schedule of Insurance.

Policy Month

Policy Month means a calendar month during a Policy Year.

Policy Quarter

Policy Quarter means a period of three consecutive calendar months during a Policy Year, with the first policy quarter beginning on the effective date of the policy.

Policy Year

Policy Year means the period beginning on the Effective Date of this policy (or most recent renewal date thereof) up to but not including the next renewal date or the date

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of termination, whichever period is shorter. The Policy Year is specified on the Schedule of Insurance and may differ by coverage as indicated on the Schedule of Insurance.

Recoverable Deficit

Recoverable Deficit for a Policy Year is equal to the amount reimbursable under the Aggregate Stop Loss (ASL) Coverage benefit provision capped at an amount equal to the Recoverable Deficit Percentage multiplied by the Cumulative Attachment Limit as of the end of the Policy Year. The Recoverable Deficit Percentage is shown on the Schedule of Insurance. However, if the policy ends on a date other than the Renewal Date, then the Recoverable Deficit from the prior Policy Year shall be deemed to have had a Recoverable Deficit Percentage of 100%.

Renewal Date

Renewal Date is the day on which a new Policy Year begins as specified on the Schedule of Insurance.

Run-out Period

Run-out Period is the length of time following the termination date of this policy during which claims that Become Due for a Covered Person under the Benefit Plan will accumulate toward stop loss coverage under this policy provided that they were incurred prior to the termination date of this policy.

Run-out Period Attachment Point

Run-out Period Attachment Point is the greater of the Minimum Run-out Period Attachment Point or the sum of reach product in the Benefit Plan and each month (as shown on the Schedule of Insurance under Terminal Attachment Factors) of the Terminal Attachment Factor multiplied by the number of Covered Persons enrolled during the respective Lagged Month for that month.

Terminal Attachment Factor

Terminal Attachment Factor is a factor assigned to this policy to be used to calculate the Run-out Period Attachment Point and the Minimum Run-out Period Attachment Point. This factor is shown on the Schedule of Insurance.

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Benefit Provisions

Individual Stop Loss Coverage

In consideration of payment of the Individual Stop Loss premium by the Policyholder, Alta shall reimburse the Policyholder for the amount by which the total Covered Expenses for the Policy Year for a Covered Person exceed the Individual Stop Loss Limit. The amount of reimbursement will be calculated by multiplying the amount of Covered Expenses in excess of the Individual Stop Loss Limit times the ISL Benefit Percentage Payable, subject to Alta's maximum liability specified on the Schedule of Insurance.

Reimbursement for Covered Expenses will be made after an Actual Claim Payment is made.

Alta shall not be liable for any expenses that are incurred or become due outside the term of this policy.

Other

If Alta is not the Claim Administrator, payment for Covered Expenses will be made after receipt and acceptance by Alta of such information and records as Alta may reasonably require regarding the Actual Claim Payments.

Aggregate Stop Loss Coverage

[In consideration of payment of the Aggregate Stop Loss premium by the Policyholder, Alta shall reimburse the Policyholder for Covered Expenses for the Policy Year that are in excess of the Actual Attachment Point. The amount of reimbursement will be calculated by multiplying the amount of Covered Expenses in excess of the Actual Attachment Point times the ASL Benefit Percentage Payable, subject to Alta's maximum liability specified on the Schedule of Insurance.

Covered Expenses paid by the Policyholder in excess of the Aggregate Individual Stop Loss Limit are excluded prior to determining if the Actual Attachment Point is reached.

For the purpose of this calculation, amounts between the Aggregate Individual Stop Loss Limit and the Individual Stop Loss Limit for High Risk Individuals are also excluded.]

[In consideration of payment of the aggregate stop loss premium by the Policyholder, Alta shall reimburse to or require repayment from, the Policyholder after the end of each [monthly] [quarterly] [semiannual] period during the Policy Year for the amount of the Aggregate Stop Loss Benefit that shall be calculated as follows:

If the Cumulative Difference is greater than zero and greater than the Cumulative Difference at the end of the prior [monthly] [quarterly] [semiannual] period, then Alta shall reimburse the Policyholder for an amount equal to the increase in the Cumulative

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Difference since the prior [monthly] [quarterly][semiannual] period, but not more than an amount equal to the Cumulative Difference for the current [monthly] [quarterly] [semiannual] period.

If the Cumulative Difference is greater than zero but less than the Cumulative Difference at the end of the prior [monthly] [quarterly][semiannual] period, then the Policyholder will repay Alta an amount equal to the decrease in the Cumulative Difference since the prior [monthly] [quarterly][semiannual] period.

If the Cumulative Difference is less than zero, then the Policyholder will repay Alta an amount equal to the negative of the Cumulative Difference (for example, if the Cumulative Difference is negative \$100, then the Policyholder will repay \$100) but not by more than an amount equal to the sum of any reimbursements made in the prior Policy Months of the current Policy Year and the Cumulative Recoverable Deficit as of the end of the prior Policy Year less amounts already repaid to Alta in the current Policy Year.

If there is an amount due to Alta by the Policyholder, then Alta may debit the Policyholder's account if any, or the Policyholder shall pay Alta said amount within 30 days of receiving a written request therefore.

In determining which Covered Expenses apply toward satisfaction of the Cumulative [monthly] [quarterly] [semiannual] Aggregate Stop Loss Limit, Covered Expenses paid in excess of the Aggregate Individual Stop Loss Limit will be excluded. Covered Expenses between the Aggregate Individual Stop Loss Limit and the Individual Stop Loss Limit for High Risk Individual will also be excluded.]

The above payments, reimbursements and credits made by Alta to the Policyholder are subject to Alta's maximum liability specified on the Schedule of Insurance.

Alta shall not be liable for any expenses that are incurred or become due outside the term of this policy.

Other

If Alta is not the Claim Administrator, payment for Covered Expenses will be made after receipt and acceptance by Alta of such information and records as Alta may reasonably require regarding the Actual Claim Payments.

In the event Alta is the Claim Administrator paying claims out of the Policyholder's bank account established for the purpose of paying claims and such bank account is still open and available to Alta, any payments or reimbursements under this benefit will be executed by Alta debiting or crediting the Policyholder's bank account.

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Duties of the Policyholder

- A. The Policyholder will submit to Alta a complete copy of the Benefit Plan unless Alta already has such copy in its possession; such Benefit Plan or its complete copy is incorporated herein by reference.
- B. Any changes to the Benefit Plan will be submitted to Alta [60] days prior to their effective date.
- C. If Alta is not the Claim Administrator, the parties agree that the Policyholder or the Claim Administrator approved by Alta will have the following duties and obligations:
 1. to investigate, audit, calculate and pay all claims in accordance with the provisions of the Benefit Plan and any applicable provider contracts.
 2. to provide Alta such information and records as Alta may reasonably require for:
 - a. payment of any claim under this policy; and
 - b. projection of future expected claims of the Benefit Plan.
 3. to prepare and submit to Alta on a monthly basis:
 - a. a report of the Actual Claim Payments paid pursuant to the Benefit Plan for that month;
 - b. a report of the total number of Covered Persons covered by the Benefit Plan for that month; and
 - c. a report listing claimants with Covered Expenses during the Policy Year greater than 50% of the Individual Stop Loss Limit. The listing is to include cumulative paid claims and the respective ICD-9 codes.
 4. for individual stop loss, the preparation and submission to Alta on a monthly basis, within 15 days of the previous month's end, of:
 - a. a report showing Covered Expenses during the month for those Covered Persons for whom the total Covered Expenses for the stop loss Policy Year meet or exceed 50% of the Individual Stop Loss Limit; and
 - b. a completed CIGNA Stop Loss Notification form (to be supplied) which must accompany the report for each listed Covered Person.
 5. for any and all Covered Persons whose Covered Expenses meet or exceed the Individual Stop Loss Limit during the Policy Year, the following information must be supplied for claim adjudication under this policy. This information must accompany a CIGNA Stop Loss Notification form and must be presented to Alta within 30 days of the end of the month in which the Covered Person exceeded the Individual Stop Loss Limit:

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- a. copies of any and all documentation relating to outside bill reviews/negotiations for hospital bills greater than [\$15,000] and other provider bills greater than [\$2,500];
 - b. copies of any and all documentation relating to the Benefit Plan's subrogation interests, if applicable;
 - c. detailed claim reports and check information if explanation of benefits (EOBs) are not available;
 - d. itemized bills for any claims or charges over [\$5,000];
 - e. an enrollment form or eligibility screen; and
 - f. coordination of benefits (COB) information.
- D. The Policyholder will reimburse Alta for any Actual Claim Payments subsequently repaid, refunded, rebated or owed to the Policyholder by any party.
- E. The Policyholder will furnish additional information or documentation as reasonably requested by Alta.

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Exclusions

Covered expenses under this policy do not include the following:

1. Actual Claim Payments for which (a) there is other group insurance (including costs recoverable through the application of the coordination of benefits provision in the Benefit Plan); (b) third-party liability has been established; (c) there is coverage pursuant to any plan established by federal, state or local law (to the extent permitted); or (d) there is coverage under workers compensation insurance.
2. Expenses to the extent the Policyholder or Plan receives any payment(s), refund(s) or rebate(s), however denominated, or any reduction in charges including but not limited to reductions as a result of a PPO, EPO, or other managed care arrangement, claim reduction negotiation, or the application of any provider discount arrangement.
3. Expenses which Become Due after the date coverage under this policy ceases.
4. Administrative expenses of the Policyholder or Claim Administrator.
5. Extra contractual damages, expenses or reimbursements of any kind or nature.
6. Investigative or legal expenses including, but not limited to, attorneys' fees and court costs.
7. Expenses Incurred by a person not eligible under the terms of the Benefit Plan.
8. Expenses paid because of an amendment to the Benefit Plan which is not agreed to by Alta.
9. Expenses for taxes, fees and surcharges that may be imposed on the Benefit Plan or Policyholder by federal, state or local governments.
10. Expenses Incurred as a result of war, whether declared or not, or acts of war or service in any military force of any country while such country is engaged in war, whether declared or not.
11. Expenses which are not considered Covered Expenses under the Benefit Plan.
12. Expenses for which the Policyholder or Claim Administrator has failed to provide the required information set forth under the Duties of the Policyholder section.
13. With respect to individual stop loss, and with respect to aggregate stop loss if indicated on the Schedule, expenses resulting from capitation payments, if any (i.e. contractually determined periodic payments to certain providers based on the number of plan participants entitled to receive services from the provider, in return for which, such providers furnish certain agreed-upon services to eligible plan participants).
14. For liabilities which are non-pecuniary in nature (not having a monetary value).

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Omission, Concealment or Misrepresentation of Fact

The parties understand that Alta has relied upon the completeness and accuracy of the underwriting information presented to Alta in its decision to issue and/or renew this policy. Such information includes information volunteered by the Policyholder when requesting the quote, information provided in response to a request by Alta, and any personal health statements filled out by persons covered under the Benefit Plan. If Alta determines that any of the information has omitted, concealed or misrepresented any fact which Alta determines to have had an effect on Alta's assessment of the risk, Alta reserves the right to re-underwrite the coverage, including but not limited to resetting the premium rates, resetting the individual stop limits, resetting or establishing coverage maximums, resetting monthly attachment factors, and minimum attachment factors; or Alta may terminate this policy. Any such action by Alta will be reasonable in relation to the nature of the omission, concealment, or misrepresentation, and may be retroactive to the beginning of the Policy Year.

Subrogation and Acts of Third Parties

Applicability

Where allowed by law, this section will apply:

1. to Policyholders who receive payments for Covered Expenses under this policy; and
2. where Actual Claim Payments have been made under the Benefit Plan to a Covered Person who has a lawful claim against, or who has received compensation, damages or other payment from another party or parties for expenses resulting in the payment by Alta of such Covered Expenses; and
3. to the Policy Year in which the corresponding payment was made. The expense of subrogation will be shared proportional according to the Benefit Plan.

Policyholder Obligations

To secure the rights of Alta under this section, the Policyholder must:

1. pursue the rights of subrogation contained in the Benefit Plan; and
2. reimburse Alta for Covered Expenses Incurred under this policy (but not more than the amount paid by the other party or parties) if payment from the other party or parties has been received by the Policyholder. The Policyholder must reimburse Alta first, and in full, before retaining any benefit from the recovery; and
3. assign to Alta the Policyholder's subrogation and/or reimbursement right contained in the Benefit Plan to the extent of Alta's payments if requested by Alta and Policyholder shall cooperate fully and do all things as necessary and required to enable Alta to pursue the recovery right.

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Privacy of Information

In connection with the performance of its obligations under this policy, Alta may disclose to and receive disclosure from the Policyholder or its Claim Administrator of information collected or received in connection with Covered Expenses reimbursable under this policy, provided the information is limited to that which is reasonable and necessary.

Under no circumstances will Alta provide the Policyholder with information on incurred, but not paid claims, projected claims, pre-certifications of coverage, case management notes, and course of treatment information or prognosis information.

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Premiums

Premium Payments

The initial premium shall be due and payable on the [[effective date][first day of the [[! month] of this policy. Subsequent premiums shall be due on the first day of each calendar month that this policy remains in effect.

Premiums can be paid to Alta's home office or to an authorized agent of Alta. Each premium paid continues the policy in force until the date the next premium is due, except as set forth in the Grace Period section.

The total monthly premium is the sum of the premium for all Covered Persons for all coverages as identified on the Schedule of Insurance.

Grace Period

A period of 31 days, without interest, is allowed for paying any premium other than the first premium payment. The policy will remain in force during the grace period, unless Alta has been advised in writing that the policy is to cease prior to the end of the grace period. If any premium is not paid before the grace period ends, the policy will cease at the end of the grace period. When this policy ends the Policyholder will be liable for all premiums past due and unpaid, including a pro-rata premium for any time this policy remains in force during the grace period.

Premium Refund

Any error or correction of any premium paid must be reported to Alta promptly. The premium will be adjusted retroactively to reflect the correct premium amount. If a correction will result in a decrease in premium, a refund will be given only for the two month period prior to Alta's receipt of a correction request.

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Right to Change Terms of Coverage

Alta reserves the right to change any the terms shown on the Schedule of Insurance including but not limited to the Individual Stop Loss Limits, the Monthly Attachment Factors, the Terminal Attachment Factors, Minimum Attachment Factors and/or Premium Rates under the following circumstances:

1. In the event the total number of Covered Persons at the beginning of the Policy Year or at any time during the Policy year differs more than [10%-20%] from the original estimated enrollment, such change to become effective on the first day of any month following the fluctuation.
2. In the event enrollment in any covered plan at the beginning of the Policy Year or at any time during the Policy year differs more than [10%-20%] from the original estimated enrollment, such change to become effective on the first day of any month following the fluctuation.
3. In the event of material changes in the Benefit Plan or changes in legislation or regulation, Alta may revise the premium rates with the revision to become effective on the date such changes are effective.
4. In the event of the addition of a subsidiary, operation or class of Covered Persons not previously covered under the Benefit Plan and approved by Alta, Alta may revise the premium rates with the revision to become effective on the date such addition is effective.
5. In the event of the termination of a subsidiary, operation or class of Covered Persons covered under this policy, Alta may revise the premium rates with the revision to become effective on the date such termination is effective.
6. On any policy anniversary, subject to advance written notice of at least 31 days.
7. In the event of an omission, concealment or misrepresentation of material fact, as described in Omission, Concealment or Misrepresentation of Fact section, such change to become retroactively to the first day of the affected coverage period.

If Alta is not the Claim Administrator, Alta also reserves the right to change any premium rates if Alta determines that Actual Claim Payments are not being made in accordance with the provisions of the Benefit Plan. Such adjustment may be made retroactive to the beginning of the Policy Year.

Termination

This policy will continue in effect from its effective date until terminated on the earliest of the following:

1. At the end of the grace period if the premium is not paid.

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2. Upon mutual consent by the parties, on the date the parties agree to terminate.
3. On the premium due date following 31 days after the mailing of written notification of termination by Alta or the Policyholder.
4. On the date of termination of the Benefit Plan.
5. 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 Alta, the Policy shall terminate automatically as to such time or jurisdiction on the effective date of such law or interpretation.
6. Immediately upon written notice to the Policyholder of the discovery of the Policyholder's failure to comply with any material term of the policy.
7. Immediately upon written notice to the Policyholder if Alta reasonably determines that the Policyholder has ceased or failed to sufficiently fund its account established to fund benefit payments under the Plan.

This policy may also be terminated by Alta as follows:

1. Retroactively to the Policy Effective Date or the latest Renewal Date as applicable, upon written notice to the Policyholder, if Alta determines that any of the information has omitted, concealed or misrepresented any fact which Alta determines to have had an effect on Alta's assessment of the risk.
2. On the next premium due date, at Alta's option, if Alta determines that Actual Claim Payments are not being made in accordance with the provisions of the Benefit Plan.
3. On the effective date of a change in the Benefit Plan which is not approved by Alta. Alta will give the Policyholder written notice within 31 days after receipt of a copy of such change, if the Policyholder notifies Alta within sufficient time to allow compliance with this notice requirement.
4. On the effective date of any change in Claim Administrator which is not approved by Alta. Alta will give the Policyholder written notice within 31 days after receipt of notification of such change, if the Policyholder notifies Alta within sufficient time to allow compliance with this notice requirement.

All coverage ceases upon termination of this policy. The termination of this policy does not excuse the Policyholder from forwarding to Alta any and all premiums accrued through the date of termination.

Alta reserves the right not to provide run-out coverage in the event of termination prior to the end of the Policy Year.

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General Provisions

Notice

This policy provides benefits when the Policyholder's Benefit Plan incurs expenses in excess of the [individual] [and/or] [aggregate] limits outlined in this policy. Since this policy insures the Policyholder and not the individuals covered by the Policyholder's Benefit Plan, this policy neither adds to nor subtracts from the terms of the underlying Benefit Plan. Additionally, this policy does not in any way affect the Policyholder's responsibility to comply with employment laws such as the Americans with Disabilities Act, the Age Discrimination in Employment Act, Title VII of the 1964 Civil Rights Act and other applicable state and federal laws.

Parties to the Policy and Responsibility for Claims for Benefits by Covered Persons

The parties to the policy are the Policyholder and Alta. There are no third party beneficiaries and this policy does not create any rights or legal relation whatsoever between Alta and a Covered Person under the Policyholder's Benefit Plan. Alta's sole liability under this policy is to the Policyholder.

The Policyholder shall retain the exclusive obligation for any action, brought for benefits under the Policyholder's Benefit Plan however denominated, including any action purporting to be brought with respect to this policy. Policyholder agrees to assume the tender of any such action and to reimburse Alta for reasonable costs, costs of whatever kind (including court costs and attorneys' fees) which Alta may incur to protect its and Policyholder's rights until Policyholder accepts tender. Provided that nothing herein shall alter Alta's obligations contained in the parties' administrative services agreement, if any.

Entire Contract

The parties agree that this policy and any endorsement and amendment to the policy constitute the entire contract regarding the stop loss insurance between the parties. Any endorsement or amendment changing this policy must be in writing and must be signed by authorized officers of Alta and the Policyholder respectively. No person may modify or waive any of the terms of this policy except by a written amendment signed by a duly authorized officer of Alta.

Enforceability

In the event that one or more provisions in this policy shall, for any reason, be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this policy shall not be affected.

Clerical Error

Clerical error by the Policyholder or by Alta will not continue terminated coverage. In the event of such clerical error, an appropriate adjustment will be made.

Examination and Maintenance of Records

If Alta is not the Claim Administrator:

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1. The Policyholder will furnish to Alta such data as may be required for the administration of this policy.
2. The Policyholder's and the Claim Administrator's books and records pertaining to the policy will be available to Alta for inspection during the usual business hours. Such books and records will be maintained for a period of not less than 6 years following termination of the policy.
3. Alta will have the right at all reasonable times to inspect all records relating to Actual Claim Payments paid under the Benefit Plan whether maintained by the Policyholder or the Claim Administrator. Alta will treat as confidential all such records and information obtained.

Dispute Resolution

It is understood and agreed that any dispute, controversy or question arising from or relating to the performance or interpretation of this policy, the breach thereof, or the subject matter thereof (controversy) shall be resolved exclusively pursuant to the following mandatory Dispute Resolution procedures, provided however that the Policyholder may not initiate any dispute resolution relating to a claim under this policy fewer than 60 calendar days or more than three years after due proof of such claim is furnished to Alta:

1. Any controversy between the parties arising shall first be referred for executive review. The disputing party shall initiate executive review by giving the other party written notice of the controversy, and shall specifically request executive review of said controversy in such notice. Within 20 calendar days of any party's written request for executive review, the receiving party shall submit a written response. Both the notice and response shall include a statement of each party's position and a summary of the evidence and arguments supporting its position. Within 30 calendar days of any party's request for executive review, an executive level employee of each party shall be designated by the party to meet and confer with his/her counterpart to attempt to resolve the controversy.
2. In the event that a controversy has not been resolved within 35 calendar days of the request of executive review under Section 1 above, the disputing party shall initiate mediation by providing written notice to the other party, which shall be conducted in such location or locations determined by the mediator in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Mediation. Each party shall assume its own costs and attorneys fees, and the compensation and expenses of the mediator and any administrative fees or costs shall be borne equally by the parties.

This provision shall survive the termination of this policy.

Plan Changes

Alta reserves the right to approve a change in the Benefit Plan. The Policyholder must promptly furnish Alta with a copy of each change in the Benefit Plan prior to its effective date. If such copy is not received, Alta will only be liable for the reimbursement of Covered Expenses under this policy as if the plan was not changed.

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Subcontracting

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

Assignment

No assignment of this policy by the Policyholder will be binding upon Alta.

Offset

Alta shall be entitled to offset payments due to the Policyholder under this policy against premiums due and unpaid by the Policyholder to Alta.

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Schedule of Insurance

Coverage Information

Policyholder: [Policyholder name]
Policy Number: [Policy number]
Effective Date: [policy effective date]
[Effective Date of this Amendment: [amendment effective date]]
Next Renewal Date: [next renewal date]
State or other Jurisdiction of Issue: [policy state of situs]

Notices

For the purpose of any notices required under this policy, such notices should be sent to the addresses shown below:

Alta Health & Life Insurance Company
[900 Cottage Grove Road, Hartford, CT 06152]
[8505 East Orchard Road, Greenwood Village, CO 80111]
[Attn: Stop Loss Unit]

[Policyholder Name and Address]

Individual Stop Loss

Policy Year: [date] to [date]

Covered Expenses: Claims that are incurred between [date] and [date] and that Become Due between [date] and [date]

[Run-out Period: [!] Months]

[In the terminating year of the policy, the Become Due period is extended by the length of the Run-out Period. Covered Expenses for a Covered Person will continue to accumulate towards the Individual Stop Loss Limit and the Individual Stop Loss Limit for High Risk Individuals as set forth in the year of termination.]

[Upon termination of the policy, accumulation of claims towards the Individual Stop Loss Limit and the Individual Stop Loss Limit for High Risk Individuals shall reset to \$0. Covered Expenses for a Covered Person that Become Due during the Run-out period will accumulate towards a new Individual Stop Loss Limit and Individual Stop Loss Limit for High Risk Individuals to be established upon termination of the policy.]

ISL Benefit Percentage Payable: [10-100]%

ALTA HEALTH & LIFE INSURANCE COMPANY

(Herein called "Alta")

[Alta shall reimburse the Policyholder [!]% of the first \$[!] Covered Expenses paid for a Covered Person in a Policy Year that are in excess of the Individual Stop Loss Limit, and [!]% of additional Covered Expenses paid for a Covered Person in a Policy Year.]

Individual Stop Loss Limit: \$[10,000-5,000,000]

The following Covered Persons have been identified as High Risk Individuals and shall be subject to the Individual Stop Loss Limit as specified below:

[High Risk Individuals	none]
[High Risk Individuals <i>repeat as needed</i>	Individual Stop Loss Limit
[Name][Member ID Number]	[\$[100,000-5,000,000][excluded from coverage]]

Benefit Plans Covered by Individual Stop Loss Coverage:

<u>Plan Administrator</u>	<u>Product</u>
[[Alta][Plan Administrator Name]	[medical]]
[[Alta][Plan Administrator Name]	[mental health]]
[[Alta][Plan Administrator Name]	[chemical dependency/substance abuse]]
[[Alta][Plan Administrator Name]	[pharmacy expense][prescription drug]]
[[Alta][Plan Administrator Name]	[vision]]
[[Alta][Plan Administrator Name]	[dental]]
[[Alta][Plan Administrator Name]	[STD]]
[[Alta][Plan Administrator Name]	[describe other benefit plan]]

Benefit Plans Included Under Run-In Coverage:

Benefit Plan Coverages Insured by Individual Stop Loss when Covered Expenses are incurred up to [!] months before the Effective Date and Become Due during the first Policy Year:

<u>Carrier</u>	<u>Product</u>
[[carrier]	[medical]]
[[carrier]	[mental health]]
[[carrier]	[chemical dependency/substance abuse]]
[[carrier]	[pharmacy expense][prescription drug]]
[[carrier]	[vision]]
[[carrier]	[dental]]
[[carrier]	[STD]]
[[carrier]	[describe other benefit plan]]

Additional exclusions from Individual Stop Loss coverage under this policy:

[Funds contributed by the company or an employee as part of a health reimbursement account, health savings account or flexible savings account.]

[[!] % Percentage of Expenses paid for services at the following facilities:

ALTA HEALTH & LIFE INSURANCE COMPANY

(Herein called "Alta")

repeat as needed

Tax ID #:

Facility:

Address:]

[Retirees over 65 years of age][Retirees]

[Alta's maximum liability per individual: [will be the individual lifetime maximum as set forth in the Benefit Plan less the Individual Stop Loss Limit][will be \$[!] for this Policy Year]]

[Monthly Premium Rates:

[for each covered employee for policy month(s) [!] to [!]	\$[!]
[for each covered dependent for policy month(s) [!] to [!]	\$[!]
[for two or more covered dependents for policy month(s) [!] to [!]	\$[!]
[for each covered employee without covered dependents for policy month(s) [!] to [!]	\$[!]
[for each covered employee with covered dependents for policy month(s) [!] to [!]	\$[!]
[for each covered employee only for policy month(s) [!] to [!]	\$[!]
[for each covered employee with one covered dependent for policy month(s) [!] to [!]	\$[!]
[for each covered employee with two or more covered dependents for policy month(s) [!] to [!]	\$[!]
[for each Covered Person for policy month(s) [!] to [!]	\$[!]

[Renewal Planner:

In consideration of additional premium paid, Alta agrees that the Policyholder may renew ISL coverage at the next renewal date at rates determined in accordance with the following terms:

1. The premium rate for ISL will be increased by the sum of trend at the next renewal, and [!]% to reflect maturation of the ISL coverage from the current Policy Year to the next.
2. The pooling point must increase by [!]% from the current pooling point.
3. No Covered Persons will be added to the list of High Risk Individuals already on the Schedule page.

This renewal planner agreement will apply provided that none of circumstances set forth in items 1 through 5 and item 7 of the Rights to Change Terms of Coverage section have occurred during the Policy Year or the Policy Year beginning on [next renewal date].

The premium paid for this provision is nonrefundable should the Policyholder choose not to renew the ISL coverage with Alta.]

Aggregate Stop Loss

ALTA HEALTH & LIFE INSURANCE COMPANY

(Herein called "Alta")

Policy Year: [date] to [date]

Covered Expenses: Claims that are incurred between [date] and [date] and that Become Due between [date] and [date]

[Run-out Period: [!] Months]

[In the terminating year of the policy, the Become Due period is extended by the length of the Run-out Period. Covered Expenses for a Covered Person will continue to accumulate towards the Actual Claim Payment or the Cumulative Actual Expense, whichever is applicable.]

Terminal Attachment Factor (for each Covered Person):

[To be determined at the end of the terminating Policy Year]

[Repeat section below if factors are different for the first and second months following the termination date of the policy

For Run-out Month [!]:

<u>Plan Administrator</u>	<u>Product</u>	
[[Alta][Plan Administrator Name]	[medical]	[\$[10,000-5,000,000]]
[[Alta][Plan Administrator Name]	[mental health]	[\$[10,000-5,000,000]]
[[Alta][Plan Administrator Name]	[chemical dependency/substance abuse]	[\$[10,000-5,000,000]]
[[Alta][Plan Administrator Name]	[pharmacy expense][prescription drug]	[\$[10,000-5,000,000]]
[[Alta][Plan Administrator Name]	[vision]	[\$[10,000-5,000,000]]
[[Alta][Plan Administrator Name]	[dental]	[\$[10,000-5,000,000]]
[[Alta][Plan Administrator Name]	[STD]	[\$[10,000-5,000,000]]
[[Alta][Plan Administrator Name]	[describe other benefit plan]	[\$[10,000-5,000,000]]

ASL Benefit Percentage Payable: [10-100]%

[Alta shall reimburse the Policyholder [!]% of the Covered Expenses for the Policy Year that are in excess of the Actual Attachment Point up to [!]% of the Actual Attachment Point, and [!]% of any additional Covered Expenses for the Policy Year in excess of the Actual Attachment Point, excluding the Covered Expenses noted in the Benefit Provisions section, subject to Alta's maximum liability under the policy for this Policy Year specified below.]

Aggregate Individual Stop Loss Limit: \$[10,000-5,000,000]

Monthly Attachment Factor (for each Covered Person):

Repeat section below if factors vary by policy month during the policy year:

[For Policy Month[s] [!] to [!]:

<u>Plan Administrator</u>	<u>Product</u>
---------------------------	----------------

ALTA HEALTH & LIFE INSURANCE COMPANY

(Herein called "Alta ")

[[Alta][Plan Administrator Name][medical]	\$[!]]
[[Alta][Plan Administrator Name][mental health]	\$[!]]
[[Alta][Plan Administrator Name][chemical dependency/substance abuse]	\$[!]]
[[Alta][Plan Administrator Name][pharmacy expense][prescription drug]	\$[!]]
[[Alta][Plan Administrator Name][vision]	\$[!]]
[[Alta][Plan Administrator Name][dental]	\$[!]]
[[Alta][Plan Administrator Name][STD]	\$[!]]
[[Alta][Plan Administrator Name][describe other coverage]	\$[!]]

[Lagged Month:

[Same as the current Policy Month][One Month Prior][Two Months Prior]]

Minimum Attachment Percentage: [none][[!]]%

Minimum Attachment Lagged Month: [none][[!]] months prior to the Policy Year's first Policy Month]

Corridor Factor: [105-200]%

Benefit Plans Covered by Aggregate Stop Loss Coverage:

<u>Plan Administrator</u>	<u>Product</u>
[[Alta][Plan Administrator Name]	[medical]]
[[Alta][Plan Administrator Name]	[mental health]]
[[Alta][Plan Administrator Name]	[chemical dependency/substance abuse]]
[[Alta][Plan Administrator Name]	[pharmacy expense][prescription drug]]
[[Alta][Plan Administrator Name]	[vision]]
[[Alta][Plan Administrator Name]	[dental]]
[[Alta][Plan Administrator Name]	[STD]]
[[Alta][Plan Administrator Name]	[describe other benefit plan]]

[Additional exclusions from Aggregate Stop Loss Coverage:

[Funds, if any, contributed by the company or an employee as part of a health reimbursement account, health savings account or flexible savings account.]

[Expenses resulting from capitation payments, if any, (i.e., contractually determined periodic payments to certain providers based on the number of plan participants entitled to receive services from the provider, in return for which, such providers furnish certain agreed-upon services to eligible plan participants).]

[[!]] % of Expenses paid for services at the following facilities:

Tax ID #:

Facility:

Address:]

[Retirees over 65 years of age][Retirees]]

Alta's maximum liability for claims incurred prior to the effective date of coverage: \$[50,0000-Unlimited]

ALTA HEALTH & LIFE INSURANCE COMPANY

(Herein called "Alta")

Alta's maximum liability for the Aggregate Stop Loss coverage: \$[50,000-
Unlimited][for the Policy Year]

Recoverable Deficit Percentage: [This Policy does not contain any Deficit
Carryforward feature] [[0-100]%]

[Monthly Premium Rates:

[for each covered employee for policy month(s) [!] to [!]	\$[!]
[for each covered dependent for policy month(s) [!] to [!]	\$[!]
[for two or more covered dependents for policy month(s) [!] to [!]	\$[!]
[for each covered employee without covered dependents for policy month(s) [!] to [!]	\$[!]
[for each covered employee with covered dependents for policy month(s) [!] to [!]	\$[!]
[for each covered employee only for policy month(s) [!] to [!]	\$[!]
[for each covered employee with one covered dependent for policy month(s) [!] to [!]	\$[!]
[for each covered employee with two or more covered dependents for policy month(s) [!] to [!]	\$[!]
[for each Covered Person for policy month(s) [!] to [!]	\$[!]

[Payment of premium is considered acceptance of this policy and the terms within.]

[Agreed to by the Policyholder, *[date]*].

By: _____
Policyholder Signature

_____]
Title

ALTA HEALTH & LIFE INSURANCE COMPANY
(Herein called "Alta")

The Applicant, whose representative has signed below, hereby applies to Alta Health & Life Insurance Company ("Alta") for a stop loss insurance policy(ies) providing the insurance coverage as described below in connection with its self-funded health benefit plan.

1. NAME OF APPLICANT: _____
ADDRESS: _____

2. AFFILIATED COMPANIES TO BE COVERED: [None]
repeat as needed
[NAME: _____ ADDRESS (city and state): _____]

Affiliated companies must be part of a common control group as described in Internal Revenue Code §414(c) and the regulations there under. 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 five 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.

3. NUMBER OF EMPLOYEES AT ALL LOCATIONS LISTED ABOVE: _____
INDUSTRY: _____

4. NAME OF CLAIM ADMINISTRATOR:
[Alta Health & Life Insurance Company]
[insert Claim Administrator name other than Alta]
ADDRESS: _____

5. PROPOSED EFFECTIVE DATE: _____

6. INDIVIDUAL STOP LOSS COVERAGE

Benefits covered by Individual Stop Loss Coverage:
 Medical] Mental Health/Substance Abuse] Pharmacy]
 Medical/Mental Health/Substance Abuse]
 Other _____]

[PRODUCT FEATURES FOR INDIVIDUAL STOP LOSS COVERAGE:

Tiered Pooling:
High Pooling Point \$[!] Low Pooling Point \$[!]
Alta Liability Split [!]
Applies to: All Claimants First [!] Claimants

Renewal Planner

Renewal Advantage

Bridge:
 ASO to ASO Bridge
 ASO to Shared Returns Bridge

ALTA HEALTH & LIFE INSURANCE COMPANY
(Herein called "Alta")

Other: _____]

INDIVIDUAL STOP LOSS LIMIT: \$[!]

High Risk Individuals:

- N/A
- Yes, individuals(s) will be treated as follows:
 - A separate Individual Stop Loss Limit Applies: \$[!]
 - Other: _____

MAXIMUM LIFETIME REIMBURSEMENT LIABILITY

FOR INDIVIDUAL STOP LOSS: [will be the individual lifetime maximum as set forth in the Benefit Plan less the Individual Stop Loss Limit][will be \$[!]]

BENEFIT PERCENTAGE PAYABLE: [!]%

BENEFIT ELIGIBILITY BASIS:

Initial Policy Period: [insert date here] to [insert date here]

Unless additional options are selected below, claims must be both incurred and paid during the policy period.

- Incurred in [12] months and paid in [36] months]
- Paid in 12 months (available only for previously Alta administered customers)]

[Run-in Provision: Claims incurred prior to the policy's effective date and paid during the policy period. N/A [!]months

Run-in claims are limited to: \$[!] [per individual]]

[Run-out Provision: Claims incurred during the policy period and paid after termination of the policy. N/A [!]months

- Incurred in [12] months and paid in [27] months (upon policy termination)]
- Incurred in [12] months and paid in [27] months (upon policy termination);
new full Individual Stop Loss Limit(s) must be satisfied for claims paid during
each new 12-month accumulation period.]]

OTHER REQUESTED PROVISIONS: _____

[ESTIMATED MONTHLY INDIVIDUAL PREMIUM RATES: \$[!]*

* Actual Rates will be contained in the Stop Loss Policy, if and when issued.]

7. AGGREGATE STOP LOSS COVERAGE

Benefits covered by Aggregate Stop Loss Coverage:

- Medical] Mental Health/Substance Abuse]
- Medical/Mental Health/Substance Abuse]
- Pharmacy] Dental] Vision]
- Other _____]

PRODUCT FEATURES FOR AGGREGATE STOP LOSS COVERAGE:

- Annual Reconciliation]
- Monthly Reconciliation:
 - Application of Lagged Month
 - Recoverable Deficit carried forward
 - Reconciliation for final two policy years combined if policy is terminated on any date other than its renewal date]

ALTA HEALTH & LIFE INSURANCE COMPANY
(Herein called "Alta")

Other _____

[EXPECTED MONTHLY ATTACHMENT FACTOR PER COVERED EMPLOYEE: \$[!]]
[EXPECTED MONTHLY ATTACHMENT FACTORS ARE TIER-BASED FACTORS
(provide details in a separate sheet(s) and attach them to the Application)]

[ADDITIONAL MONTHLY ATTACHMENT FACTORS BY PRODUCT:
repeat as needed[_____ \$[!]]]

[MINIMUM ATTACHMENT POINT: (Applies to Annual Reconciliation only): \$[!]
(Minimum Attachment Point will be restated based on 1st month of enrollment if 1st month of enrollment is greater than projected enrollment.)]

[MINIMUM ATTACHMENT PERCENTAGE: [!]%]

MAXIMUM REIMBURSEMENT LIABILITY FOR AGGREGATE STOP LOSS: \$[!][for the Policy Year]

BENEFIT PERCENTAGE PAYABLE: [!]%

BENEFIT ELIGIBILITY BASIS:

Initial Policy Period: *[insert date here]* to *[insert date here]*

Unless additional options are selected below, claims must be both incurred and paid during the policy period.

Paid in 12 months (available only for previously Alta administered customers)]

[Run-in Provision: Claims incurred prior to the policy's effective date and paid during the policy period. N/A [!]months

Run-in claims are limited to: \$[!]]

[Run-out Provision: Claims incurred during the policy period and paid after termination of the policy. N/A [!]months

Incurred in [12] months and paid in [27] months (upon policy termination)]]

OTHER REQUESTED PROVISIONS: _____

[ESTIMATED MONTHLY AGGREGATE PREMIUM RATES: \$[!]*

* Actual Rates will be contained in the Stop Loss Policy, if and when issued.]

8. A DEPOSIT OF \$[!] IS ENCLOSED

9. The Applicant agrees that:

- a. The Applicant has read the entire Application and [represents][certifies] that the underwriting information presented to Alta, whether provided by the Applicant or any person acting on behalf of or at the direction of the Applicant, voluntarily or in response to Alta's request, is complete and accurate. Such underwriting information, if any, is considered to be part of this Application.
- b. Any policy issued based on this Application, together with any of its Schedule of Insurance, amendments or riders, shall control the stop loss insurance coverage and terms and conditions of such insurance. In the event of a conflict between the Application and terms of the Policy, the Policy shall prevail.
- c. No person, other than a duly authorized officer of Alta or its delegate has authority to accept and approve this Application, or otherwise alter any policy provisions or waive any of Alta's rights or requirements.

ALTA HEALTH & LIFE INSURANCE COMPANY
(Herein called "Alta")

FRAUD WARNING: 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 subjects such person to criminal and civil penalties.

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. Employer/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 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.

DATED AT: [city and state here] THIS _____ DAY OF _____ 20____

APPLICANT: [Applicant name here]

BY: [Applicant's designated individual's signature here]

TITLE: [designated individual's title here]

***THIS APPLICATION IS REQUIRED IN ADDITION TO THE GROUP APPLICATION.
ONCE COMPLETED AND SIGNED, MAIL TO THE STOP LOSS CONTRACTING UNIT.***

Alta Health & Life Insurance Company ("Alta")

Mailing Address: [900 Cottage Grove Road, Hartford, CT 06152 , Attn: Stop Loss Unit-B1STL] [8505 East Orchard Road, Greenwood Village, COT 80111, Attn: Stop Loss Unit]

SERFF Tracking Number: CCGH-126494043 State: Arkansas
 Filing Company: Alta Health and Life Insurance Company State Tracking Number: 44863
 Company Tracking Number:
 TOI: HOrg03 Health - Other Sub-TOI: HOrg03.000 Health - Other
 Product Name: Alta CSL Stop Loss
 Project Name/Number: Alta Health & Life Stop Loss Filing/

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification	Approved-Closed	03/09/2010
Comments:		
Attachment: 2010 Alta executed Flesch Score.pdf		

	Item Status:	Status Date:
Bypassed - Item: Health - Actuarial Justification	Approved-Closed	03/09/2010
Bypass Reason: N/A		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Application	Approved-Closed	03/09/2010
Comments:		
Attachment: ARcslapplicationAR71409.pdf		

	Item Status:	Status Date:
Satisfied - Item: Certificate of Compliance	Approved-Closed	03/09/2010
Comments:		
Attachment: AR CLS Cert of Compliance Rule 19.pdf		

	Item Status:	Status Date:
Satisfied - Item: Description of Variable	Approved-Closed	03/09/2010
Comments:		
Attachments:		

SERFF Tracking Number: CCGH-126494043 State: Arkansas
Filing Company: Alta Health and Life Insurance Company State Tracking Number: 44863
Company Tracking Number:
TOI: HOrg03 Health - Other Sub-TOI: HOrg03.000 Health - Other
Product Name: Alta CSL Stop Loss
Project Name/Number: Alta Health & Life Stop Loss Filing/
Standard Alta Statement of Variabilityredline021810.pdf
Standard Alta Statement of Variabilityfinal021810.pdf

Item Status: Approved-Closed
Status Date: 03/09/2010

Satisfied - Item: FILING EXPLANATION
Comments:
Attachment:
AR Filing Explanation.pdf

CONNECTICUT GENERAL LIFE INSURANCE COMPANY
Group Forms

This is to certify that the forms listed below are in compliance with the readability laws in your state.

A. Option Selected

Policy and related forms are scored collectively for the Flesch reading ease test. The collective score for the policy forms and each related form is indicated below:

Form and Form Numbers to Which Certification is Applicable:

<u>Form</u>	<u>Form Number</u>	<u>Flesch Score</u>
CSL-CP Policy	CSL-CP et al	45.3
<u>CSL-APP</u>	CSL-APP	45.8

B. Test Option Selected

Test was applied to individual policy insert pages(s) and individual certificate insert pages(s).

C. Standards for Certification

The following standards have been achieved:

1. The text achieved the minimum score on the Flesch reading ease test in accordance with section A above.
2. It is printed in not less than ten-point type, one point leaded. (This does not apply to specification pages, schedules and tables.)
3. The layout and spacing separate the paragraphs from each other and from the border of the paper.
4. The section titles are captioned in bold face type or otherwise stand out significantly from the text.
5. Unnecessarily long, complicated or obscure words, sentences, paragraphs, or constructions are not used.
6. The style, arrangement and overall appearance of the policy give no undue prominence to any portion of the policy or to any endorsements or riders.
7. A table of contents or an index of the principal sections is included in the policy.
8. Any words which are defined in the policy(ies) and any medical terminology have been excluded from the Flesch test score.



Kurt A. Weimer

President
Officer's Title

1/28/2009
Date

ALTA HEALTH & LIFE INSURANCE COMPANY
(Herein called "Alta")

The Applicant, whose representative has signed below, hereby applies to Alta Health & Life Insurance Company ("Alta") for a stop loss insurance policy(ies) providing the insurance coverage as described below in connection with its self-funded health benefit plan.

1. NAME OF APPLICANT: _____
ADDRESS: _____

2. AFFILIATED COMPANIES TO BE COVERED: [None]
repeat as needed
[NAME: _____ ADDRESS (city and state): _____]

Affiliated companies must be part of a common control group as described in Internal Revenue Code §414(c) and the regulations there under. 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 five 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.

3. NUMBER OF EMPLOYEES AT ALL LOCATIONS LISTED ABOVE: _____
INDUSTRY: _____

4. NAME OF CLAIM ADMINISTRATOR:
[Alta Health & Life Insurance Company]
[insert Claim Administrator name other than Alta]
ADDRESS: _____

5. PROPOSED EFFECTIVE DATE: _____

6. INDIVIDUAL STOP LOSS COVERAGE

Benefits covered by Individual Stop Loss Coverage:
 Medical] Mental Health/Substance Abuse] Pharmacy]
 Medical/Mental Health/Substance Abuse]
 Other _____]

[PRODUCT FEATURES FOR INDIVIDUAL STOP LOSS COVERAGE:

Tiered Pooling:
High Pooling Point \$[!] Low Pooling Point \$[!]
Alta Liability Split [!]
Applies to: All Claimants First [!] Claimants

Renewal Planner

Renewal Advantage

Bridge:
 ASO to ASO Bridge
 ASO to Shared Returns Bridge

ALTA HEALTH & LIFE INSURANCE COMPANY
(Herein called "Alta")

Other: _____]

INDIVIDUAL STOP LOSS LIMIT: \$[!]

High Risk Individuals:

- N/A
- Yes, individuals(s) will be treated as follows:
 - A separate Individual Stop Loss Limit Applies: \$[!]
 - Other: _____

MAXIMUM LIFETIME REIMBURSEMENT LIABILITY

FOR INDIVIDUAL STOP LOSS: [will be the individual lifetime maximum as set forth in the Benefit Plan less the Individual Stop Loss Limit][will be \$[!]]

BENEFIT PERCENTAGE PAYABLE: [!]%

BENEFIT ELIGIBILITY BASIS:

Initial Policy Period: [insert date here] to [insert date here]

Unless additional options are selected below, claims must be both incurred and paid during the policy period.

- Incurred in [12] months and paid in [36] months]
- Paid in 12 months (available only for previously Alta administered customers)]

[Run-in Provision: Claims incurred prior to the policy's effective date and paid during the policy period. N/A [!]months

Run-in claims are limited to: \$[!] [per individual]]

[Run-out Provision: Claims incurred during the policy period and paid after termination of the policy. N/A [!]months

- Incurred in [12] months and paid in [27] months (upon policy termination)]
- Incurred in [12] months and paid in [27] months (upon policy termination);
new full Individual Stop Loss Limit(s) must be satisfied for claims paid during
each new 12-month accumulation period.]]

OTHER REQUESTED PROVISIONS: _____

[ESTIMATED MONTHLY INDIVIDUAL PREMIUM RATES: \$[!]*

* Actual Rates will be contained in the Stop Loss Policy, if and when issued.]

7. AGGREGATE STOP LOSS COVERAGE

Benefits covered by Aggregate Stop Loss Coverage:

- Medical] Mental Health/Substance Abuse]
- Medical/Mental Health/Substance Abuse]
- Pharmacy] Dental] Vision]
- Other _____]

PRODUCT FEATURES FOR AGGREGATE STOP LOSS COVERAGE:

- Annual Reconciliation]
- Monthly Reconciliation:
 - Application of Lagged Month
 - Recoverable Deficit carried forward
 - Reconciliation for final two policy years combined if policy is terminated on any date other than its renewal date]

ALTA HEALTH & LIFE INSURANCE COMPANY
(Herein called "Alta")

Other _____

[EXPECTED MONTHLY ATTACHMENT FACTOR PER COVERED EMPLOYEE: \$[!]]
[EXPECTED MONTHLY ATTACHMENT FACTORS ARE TIER-BASED FACTORS
(provide details in a separate sheet(s) and attach them to the Application)]

[ADDITIONAL MONTHLY ATTACHMENT FACTORS BY PRODUCT:
repeat as needed[_____ \$[!]]]

[MINIMUM ATTACHMENT POINT: (Applies to Annual Reconciliation only): \$[!]
(Minimum Attachment Point will be restated based on 1st month of enrollment if 1st month of enrollment is greater than projected enrollment.)]

[MINIMUM ATTACHMENT PERCENTAGE: [!]%]

MAXIMUM REIMBURSEMENT LIABILITY FOR AGGREGATE STOP LOSS: \$[!][for the Policy Year]

BENEFIT PERCENTAGE PAYABLE: [!]%

BENEFIT ELIGIBILITY BASIS:

Initial Policy Period: *[insert date here]* to *[insert date here]*

Unless additional options are selected below, claims must be both incurred and paid during the policy period.

Paid in 12 months (available only for previously Alta administered customers)]

[Run-in Provision: Claims incurred prior to the policy's effective date and paid during the policy period. N/A [!]months

Run-in claims are limited to: \$[!]]

[Run-out Provision: Claims incurred during the policy period and paid after termination of the policy. N/A [!]months

Incurred in [12] months and paid in [27] months (upon policy termination)]]

OTHER REQUESTED PROVISIONS: _____

[ESTIMATED MONTHLY AGGREGATE PREMIUM RATES: \$[!]*

* Actual Rates will be contained in the Stop Loss Policy, if and when issued.]

8. A DEPOSIT OF \$[!] IS ENCLOSED

9. The Applicant agrees that:

- a. The Applicant has read the entire Application and [represents][certifies] that the underwriting information presented to Alta, whether provided by the Applicant or any person acting on behalf of or at the direction of the Applicant, voluntarily or in response to Alta's request, is complete and accurate. Such underwriting information, if any, is considered to be part of this Application.
- b. Any policy issued based on this Application, together with any of its Schedule of Insurance, amendments or riders, shall control the stop loss insurance coverage and terms and conditions of such insurance. In the event of a conflict between the Application and terms of the Policy, the Policy shall prevail.
- c. No person, other than a duly authorized officer of Alta or its delegate has authority to accept and approve this Application, or otherwise alter any policy provisions or waive any of Alta's rights or requirements.

ALTA HEALTH & LIFE INSURANCE COMPANY
(Herein called "Alta")

FRAUD WARNING: 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 subjects such person to criminal and civil penalties.

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. Employer/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 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.

DATED AT: [city and state here] THIS _____ DAY OF _____ 20____

APPLICANT: [Applicant name here]

BY: [Applicant's designated individual's signature here]

TITLE: [designated individual's title here]

***THIS APPLICATION IS REQUIRED IN ADDITION TO THE GROUP APPLICATION.
ONCE COMPLETED AND SIGNED, MAIL TO THE STOP LOSS CONTRACTING UNIT.***

Alta Health & Life Insurance Company ("Alta")

Mailing Address: [900 Cottage Grove Road, Hartford, CT 06152 , Attn: Stop Loss Unit-B1STL] [8505 East Orchard Road, Greenwood Village, COT 80111, Attn: Stop Loss Unit]

Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: Alta Health & Life Insurance Company

Form Number(s):	CSL-CP	Policy Face Page
	CSL-TOC	Table of Contents Page
	CSL-DEF	Definitions
	CSL-BP	Benefit Provisions
	CSL-DP	Duties of the Policyholder
	CSL-EX	Exclusions
	CSL-OSP	Omission, Subrogation, Privacy
	CSL-PREM	Premiums
	CSL-TERM	Right to Change Terms of Coverage & Termination
	CSL-GP	General Provisions
	CSL-SCH	Schedule of Insurance
	CSL-APP	Application Page

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.



Signature of Company Officer

Kurt A. Weimer

Name

Director

Title

February 9, 2010

Date

Alta Health & Life Insurance Company

STATEMENT OF VARIABILITY – STOP LOSS

APPLICATION

General

1. Items marked with [!] are variable and will be filled in with customer-specific information.
2. Numerical values shown represent standard values, but may vary to meet the needs of our customers.
3. To the extent that variable changes are made to the policy they will not be ambiguous or deceptive.
4. Title or names such as those of numbered items may change but their relation to the matter to which they pertain will not be ambiguous or deceptive.
5. Connective words and phrases that only serve the grammatical purpose of meaningful continuity and do not affect the description of payment or benefits or other terms and conditions of the application affecting the applicant's coverage may vary as the sense demands.

Item 2

Line item for name and address of affiliated companies, if any, will be repeated as needed.

Item 4

Company name, name of Claim Administrator other than the Company, or both will be included as appropriate.

Item 6 – INDIVIDUAL STOP LOSS COVERAGE

1. Wording may vary to describe the benefits listed as covered for individual stop loss coverage.
2. Product feature options may be added or deleted to meet the needs of our customers.
3. Benefit Eligibility options may be included or omitted, to meet the needs of our customers.
4. Reference to Run-in and/or Run-out provisions may be omitted.
5. Estimated premium rate information may be omitted.
6. Individual Stop Loss Limit range of variability: \$10,000-\$5,000,000.
7. Benefit Percentage Payable range of variability: 10-100%.

Item 7 – AGGREGATE STOP LOSS COVERAGE

1. Wording may vary to describe the benefits listed as covered for aggregate stop loss coverage.
2. Product feature options may be added or deleted to meet the needs of our customers.
3. Expected Monthly Attachment Factor options may be included or omitted to meet the needs of our customers.
4. Additional Monthly Attachment Factors may be included or omitted, and wording may vary, to meet the needs of our customers.
5. Minimum Attachment Point will be included or omitted, to meet the needs of our customers.
6. Minimum Attachment Percentage will be included or omitted, to meet the needs of our customers.
7. Paid in 12 months option may be omitted.
8. Reference to Run-in and/or Run-out provisions may be omitted.
9. Estimated premium rate information may be omitted.
10. Benefit Percentage Payable range of variability: 10-100%.

POLICY

General

1. To the extent that variable changes are made to the policy they will not be ambiguous or deceptive.
2. Title or names such as those of section headings may change but their relation to the matter to which they pertain will not be ambiguous or deceptive.

Alta Health & Life Insurance Company

STATEMENT OF VARIABILITY – STOP LOSS

3. Connective words and phrases that only serve the grammatical purpose of meaningful continuity and do not affect the description of payment or benefits or other terms and conditions of the policy affecting the policyholder's coverage may vary as the sense demands.
4. Wording may vary in order to facilitate administration of the policy and/or to clarify the meaning of terms and benefits conveyed in the coverage. Examples of such changes include but are not limited to:
 - The table of contents may be revised.
 - Definitions, formulas and benefit provisions may be re-written at the request of our customers or their agents in order to clarify the policyholder's understanding of benefits and/or administration.
5. Wording may vary to meet the specifications of the product as specifically requested by our customers and their agents. Examples of such changes include but are not limited to:
 - Deletion and/or amendment of specific provisions that the customer and/or their agent finds objectionable.
 - Additional forms of risk sharing such as multiple Benefit Payable Percentages and tiered Individual Stop Loss Limits.
 - Policy years that exceed or are shorter than 12 months.
 - Recapture of reimbursements in subsequent policy years.
 - References to Individual Stop Loss may be omitted from an Aggregate Stop Loss only policy.
 - References to Aggregate Stop Loss may be omitted from an Individual Stop Loss only policy.
 - References to periods and amounts prior to policy effective date may be omitted from a policy that does not include run-in protection.
 - References to periods after policy termination may be omitted from a policy that does not include run-out protection.
 - Defined terms, phrases and provisions that are used with annual reconciliation/accommodation may be omitted from a policy that includes monthly, quarterly or semiannual reconciliation/accommodation.
 - Defined terms, phrases and provisions that are used with monthly, quarterly or semiannual reconciliation/accommodation may be omitted from a policy that includes annual reconciliation/accommodation.
6. Items marked with [!] are variable and will be filled in Customer specific information.
7. We may provide Individual and/or Aggregate Stop Loss coverage pursuant to an Administrative Services Only (ASO) Medical program administered by another group benefit provider ("slice" or "Stand-alone" coverage).

Definitions

Defined terms may be included or omitted to meet the specifications of the product as specifically requested by our customers and their agents.

Duties of the Policyholder

Item B, standard number of days is 60, but this may vary based on Policyholder request.

Item C.5., standard dollar amounts are shown, but these may vary to meet the specifications of the product.

Exclusions

Alta Health & Life Insurance Company

STATEMENT OF VARIABILITY – STOP LOSS

Exclusion items may be included or omitted to meet the specifications of the product as specifically requested by our customers and their agents.

Subrogation and Acts of Third Parties

This section will only apply in the jurisdictions where Subrogation is allowed by law.

General Provisions

Under the dispute resolution section we may:

- At the customer's request, omit any combination of sections 1 ~~or~~ 2 ~~or~~ 3.
- At the customer's request, alter the timeframe available for dispute resolution and/or the timeframe for moving between phases of dispute resolution.
- At the customer's request, judicial resolution of disputes with or without prior mediation and/or arbitration.

Schedule of Insurance

1. Wording may vary as described under the general section of this document.
2. Individual and Aggregate Stop Loss Limits will comply with applicable state minimum requirements.
3. Reference to Tiered Pooling will be omitted if not purchased by the client.
4. Reference to High Risk Individuals will be omitted if none are identified.
5. Reference to Additional Exclusions from Individual Stop Loss Coverage will be omitted if none apply.
6. Reference to Additional Exclusions from Aggregate Stop Loss Coverage will be omitted if none apply.
7. References to Premium Rates will be omitted if provided in a separate written document.

Alta Health & Life Insurance Company

STATEMENT OF VARIABILITY – STOP LOSS

APPLICATION

General

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Item 2

Line item for name and address of affiliated companies, if any, will be repeated as needed.

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Company name, name of Claim Administrator other than the Company, or both will be included as appropriate.

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4. Additional Monthly Attachment Factors may be included or omitted, and wording may vary, to meet the needs of our customers.
5. Minimum Attachment Point will be included or omitted, to meet the needs of our customers.
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Alta Health & Life Insurance Company

STATEMENT OF VARIABILITY – STOP LOSS

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 - References to Individual Stop Loss may be omitted from an Aggregate Stop Loss only policy.
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Exclusions

Alta Health & Life Insurance Company

STATEMENT OF VARIABILITY – STOP LOSS

Exclusion items may be included or omitted to meet the specifications of the product as specifically requested by our customers and their agents.

Subrogation and Acts of Third Parties

This section will only apply in the jurisdictions where Subrogation is allowed by law.

General Provisions

Under the dispute resolution section we may:

- At the customer's request, omit any combination of sections 1 or 2.
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- At the customer's request, judicial resolution of disputes with or without prior mediation.

Schedule of Insurance

1. Wording may vary as described under the general section of this document.
2. Individual and Aggregate Stop Loss Limits will comply with applicable state minimum requirements.
3. Reference to Tiered Pooling will be omitted if not purchased by the client.
4. Reference to High Risk Individuals will be omitted if none are identified.
5. Reference to Additional Exclusions from Individual Stop Loss Coverage will be omitted if none apply.
6. Reference to Additional Exclusions from Aggregate Stop Loss Coverage will be omitted if none apply.
7. References to Premium Rates will be omitted if provided in a separate written document.

We are submitting for your approval a Stop Loss Policy, CSL-CP et al. and a Stop Loss Policy application, CSL-APP. This policy duplicates the Stop Loss Policy CSL-CP et al. previously approved by your Department for our sister company, Connecticut General Life Insurance Company, on January 2, 2009. Similarly, the application duplicates the Stop Loss Policy Application CSL-APP previously approved by your Department for our sister company, Connecticut General Life Insurance Company, on July 17, 2009.

The enclosed forms do not replace any previously approved forms on file with your Department, but they will be used going forward upon approval by your department. This policy is insurance against catastrophic loss written for self-funded health plans. The policy insures the employer, trustee or other sponsor of the plan or the plan itself. It is not health insurance. The policy does not insure employees, members or participants.

Alta Health & Life Insurance Company's Stop Loss coverage is most often sold to self insured plans in conjunction with Alta's administrative services. However, it is also marketed to employers that self administer or employ a third party administrator. It is marketed through our licensed sales force and licensed brokers.

The policy offers Individual Stop Loss Coverage, Aggregate Stop Loss Coverage or both.

SERFF Tracking Number: CCGH-126494043 State: Arkansas
 Filing Company: Alta Health and Life Insurance Company State Tracking Number: 44863
 Company Tracking Number:
 TOI: HOrg03 Health - Other Sub-TOI: HOrg03.000 Health - Other
 Product Name: Alta CSL Stop Loss
 Project Name/Number: Alta Health & Life Stop Loss Filing/

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)
02/16/2010	Form	Policy	03/09/2010	Standard Alta Policy CSL-CP et al.pdf (Superseded)
02/16/2010	Supporting Document	Description of Variable	03/09/2010	Standard Alta Statement of Variability.pdf (Superseded)

ALTA HEALTH & LIFE INSURANCE COMPANY

(Herein called "Alta")

Based on the application for this policy made by *[insert Policyholder Name]* (herein called the Policyholder) and based on the payment of the premium when due, Alta agrees to reimburse the Policyholder for expenses covered and paid under the terms of this policy.

This policy becomes effective at 12:01 a.m. at the Policyholder's address on the effective date shown in the Coverage Information section.

All matter printed or written by Alta on the following pages forms a part of this policy as if recited over the signatures below.

This policy is delivered in and is governed by the laws of the jurisdiction shown in the Coverage Information section.

In witness thereof, Alta has caused this policy to be executed at its home office in Bloomfield, Connecticut.

[insert Company Officer position here]
[insert Company Officer typed name here]

ALTA HEALTH & LIFE INSURANCE COMPANY
(Herein called "Alta")

Table of Contents

DEFINITIONS	[?]
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EXCLUSIONS	[?]
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ALTA HEALTH & LIFE INSURANCE COMPANY

(Herein called "Alta")

Definitions Section

Actual Attachment Point

Actual Attachment Point means the amount of Actual Claim Payments above which aggregate stop loss benefits are payable.

The Actual Attachment Point is determined at the end of the Policy Year and is the greater of: (1) the sum of all Policy Months in the Policy Year of the number of Covered Persons enrolled during each Lagged Month in each product and plan design in the Benefit Plan multiplied by the Monthly Attachment Factors for that Policy Month; or (2) the sum of the Minimum Attachment Point for each Policy Month.

For those policies with run-out coverage, in the year of termination the Actual Attachment Point is the sum of the product as calculated in accordance with the above paragraph plus the Run-out Period Attachment Point.

Actual Claim Payment

Actual Claim Payment means a payment made on behalf of the Policyholder for a Covered Person under the terms of the Benefit Plan. A payment is deemed to have been made as of the date the payment instrument is issued by the Claim Administrator. An Actual Claim Payment does not include a claim payment made in error on behalf of a Covered Person.

Aggregate Individual Stop Loss Limit

Aggregate Individual Stop Loss Limit means the limit that is used to determine benefits payable for Aggregate Stop Loss coverage.

ASL Benefit Percentage Payable

ASL Benefit Percentage Payable means the percentage of Covered Expenses payable to the Policyholder once the Actual Attachment Point has been reached.

Become Due

Become Due is the earliest date upon which: (a) the Policyholder or the Claim Administrator has received due proof of loss for which a claim is made under the terms of the Benefit Plan, provided such loss is covered under this policy as a Covered Expense; and (b) an Actual Claim Payment has been made.

Benefit Plan or Plan

Benefit Plan or Plan means the Policyholder's medical benefits and/or other health benefits applicable to either the Individual Stop Loss benefit and/or the Aggregate Stop Loss benefit as uniquely specified for each benefit in the Schedule of Insurance.

Claim Administrator

Claim Administrator means Alta or an entity approved by Alta to provide administrative services and to pay claims for the Policyholder's Benefit Plan.

ALTA HEALTH & LIFE INSURANCE COMPANY

(Herein called "Alta")

Corridor Factor

Corridor means the risk retained by the Policyholder. It is expressed as a percentage of Expected Paid Claims and is specified in the Schedule of Insurance.

Covered Expenses

Covered Expenses for a Policy Year are expenses made under the Benefit Plan that are reimbursable under this policy based on the criteria specified in the Schedule of Insurance.

Covered Person

Covered Person means a person who is enrolled for coverage and meets the eligibility requirements set forth in the Benefit Plan.

Cumulative Actual Expense

Cumulative Actual Expense is the total of Covered Expenses that have Become Due during the Policy Year to date. In determining which Covered Expenses are included in this calculation, Covered Expenses paid in excess of the Aggregate Individual Stop Loss Limit will be excluded.

[In the event that the policy terminates on any date other than the Renewal Date for any reason, then the Cumulative Actual Expense to date is the sum of the Cumulative Actual Expense as calculated in accordance with the above paragraph plus the Cumulative Actual Expense at the end of the last Policy Month of the prior Policy Year.]

Cumulative Attachment Limit

For each Policy Month in the Policy Year that has elapsed since the start of the Policy Year, the Cumulative Attachment Limit is the greater of: (1) the sum of each elapsed Policy Month of the sum of the number of Covered Persons enrolled during the Lagged Month in each product and plan design in the Benefit Plan multiplied by the Monthly Attachment Factors for that Policy Month; or (2) the sum of the Minimum Attachment Point for each elapsed Policy Month.

[In the event that the policy terminates on any date other than the Renewal Date for any reason, then the Cumulative Attachment Limit for the last Policy Month prior to the termination of this policy is the sum of: (1) the Cumulative Attachment Limit for all elapsed Policy Months as calculated in accordance with the above paragraph; plus (2) the Cumulative Attachment Limit for the last Policy Month of the prior Policy Year.]

[For those policies with run-out coverage, for any month during the Run-out Period, the Cumulative Attachment Limit is the sum of: (1) the Cumulative Attachment Limit for the last Policy Month prior to the termination date of this policy; plus (2) the Run-out Period Attachment Point.]

Cumulative Difference

The Cumulative Difference is equal to the Cumulative Actual Expense minus the Cumulative Attachment Limit at the end of each [monthly][quarterly][semiannual] period.

ALTA HEALTH & LIFE INSURANCE COMPANY

(Herein called "Alta")

Cumulative Recoverable Deficit

Cumulative Recoverable Deficit is the sum of all Policy Years of the Recoverable Deficit less any amounts recovered from the Policyholder in prior years.

Effective Date

Effective Date means the date on which coverage begins under this agreement.

Expected Paid Claims

Expected Paid Claims means the projected claims at the time of the presale or renewal quote to be paid for all Covered Persons during the Policy Year.

High Risk Individual

High Risk Individual means a Covered Person whose claims under the Benefit Plan are expected to exceed the Individual Stop Loss Limit. For such person(s), a separate Individual Stop Loss Limit for High Risk Individuals is applicable, or such person may be excluded from coverage under this policy.

Incurred

Incurred means the date on which the supply is obtained or the service is rendered to a Covered Person under the Benefit Plan.

Individual Stop Loss Limit

Individual Stop Loss Limit means the specific dollar amount of Covered Expenses paid by the Policyholder for each Covered Person during each Policy Year, as set forth in the Schedule of Insurance. If coverage is terminated during any Policy Year, the Individual Stop Loss Limit will be the same as if the coverage had remained in effect for the entire Policy Year.

Individual Stop Loss Limit for High Risk Individuals

Individual Stop Loss Limit for High Risk Individuals means the specific dollar amount of Covered Expenses paid by the Policyholder for each High Risk Individual during each Policy Year, as set forth in the Schedule of Insurance. If coverage is terminated during any Policy Year, the Individual Stop Loss Limit for High Risk Individuals will be the same as if the coverage had remained in effect for the entire Policy Year.

ISL Benefit Percentage Payable

ISL Benefit Percentage Payable means the percentage of Covered Expenses payable to the Policyholder once the Individual Stop Loss Limit has been reached.

Lagged Month

Lagged Month is defined on the Schedule of Insurance as either the same as the current Policy Month or as the Policy Month one or more months prior to the corresponding Policy Month. In the event the Lagged Month refers to a month prior to the Effective Date of the policy, the Lagged Month is defined as the first Policy Month.

ALTA HEALTH & LIFE INSURANCE COMPANY

(Herein called "Alta")

Minimum Attachment Exposure

Minimum Attachment Exposure is the greater of the number of Covered Persons enrolled during the Minimum Attachment Lagged Month in each product and plan design in the Benefit Plan; or the original estimated number of Covered Persons at the time of underwriting.

Minimum Attachment Lagged Month

Minimum Attachment Lagged Month is defined on the Schedule of Insurance as either the same as the Policy Year's first Policy Month or one or more months prior to the Policy Year's first Policy Month. In the event the Minimum Attachment Lagged Month refers to a month prior to the Effective Date of the policy, the Minimum Attachment Lagged Month is defined as the Policy Year's first Policy Month.

Minimum Attachment Percentage

The Minimum Attachment Percentage is used in computing the Minimum Attachment Point, and if applicable, the Minimum Run-out Period Attachment Point. This percentage is shown on Schedule of Insurance.

Minimum Attachment Point

The Minimum Attachment Point is either not applicable (in which case it is assumed to have a value of zero in any calculation), or for each Policy Month and for each product and plan design, it is equal to the Minimum Attachment Percentage multiplied by the Minimum Attachment Exposure multiplied by Monthly Attachment factors for the Policy Month.

Minimum Run-out Period Attachment Point

The Minimum Run-out Attachment Point is the Minimum Attachment Percentage multiplied by the Minimum Attachment Exposure multiplied by the sum of the Terminal Attachment Factors for each month as shown on the Schedule of Insurance under Terminal Attachment Factors.

Monthly Attachment Factor

Monthly Attachment Factor is a factor assigned to this policy to be used to calculate the Actual Attachment Point, Cumulative Attachment Limit and Minimum Attachment Point, as applicable. This factor is shown on the Schedule of Insurance.

Policy Month

Policy Month means a calendar month during a Policy Year.

Policy Quarter

Policy Quarter means a period of three consecutive calendar months during a Policy Year, with the first policy quarter beginning on the effective date of the policy.

Policy Year

Policy Year means the period beginning on the Effective Date of this policy (or most recent renewal date thereof) up to but not including the next renewal date or the date

ALTA HEALTH & LIFE INSURANCE COMPANY

(Herein called "Alta")

of termination, whichever period is shorter. The Policy Year is specified on the Schedule of Insurance and may differ by coverage as indicated on the Schedule of Insurance.

Recoverable Deficit

Recoverable Deficit for a Policy Year is equal to the amount reimbursable under the Aggregate Stop Loss (ASL) Coverage benefit provision capped at an amount equal to the Recoverable Deficit Percentage multiplied by the Cumulative Attachment Limit as of the end of the Policy Year. The Recoverable Deficit Percentage is shown on the Schedule of Insurance. However, if the policy ends on a date other than the Renewal Date, then the Recoverable Deficit from the prior Policy Year shall be deemed to have had a Recoverable Deficit Percentage of 100%.

Renewal Date

Renewal Date is the day on which a new Policy Year begins as specified on the Schedule of Insurance.

Run-out Period

Run-out Period is the length of time following the termination date of this policy during which claims that Become Due for a Covered Person under the Benefit Plan will accumulate toward stop loss coverage under this policy provided that they were incurred prior to the termination date of this policy.

Run-out Period Attachment Point

Run-out Period Attachment Point is the greater of the Minimum Run-out Period Attachment Point or the sum of reach product in the Benefit Plan and each month (as shown on the Schedule of Insurance under Terminal Attachment Factors) of the Terminal Attachment Factor multiplied by the number of Covered Persons enrolled during the respective Lagged Month for that month.

Terminal Attachment Factor

Terminal Attachment Factor is a factor assigned to this policy to be used to calculate the Run-out Period Attachment Point and the Minimum Run-out Period Attachment Point. This factor is shown on the Schedule of Insurance.

ALTA HEALTH & LIFE INSURANCE COMPANY

(Herein called "Alta")

Benefit Provisions

Individual Stop Loss Coverage

In consideration of payment of the Individual Stop Loss premium by the Policyholder, Alta shall reimburse the Policyholder for the amount by which the total Covered Expenses for the Policy Year for a Covered Person exceed the Individual Stop Loss Limit. The amount of reimbursement will be calculated by multiplying the amount of Covered Expenses in excess of the Individual Stop Loss Limit times the ISL Benefit Percentage Payable, subject to Alta's maximum liability specified on the Schedule of Insurance.

Reimbursement for Covered Expenses will be made after an Actual Claim Payment is made.

Alta shall not be liable for any expenses that are incurred or become due outside the term of this policy.

Other

If Alta is not the Claim Administrator, payment for Covered Expenses will be made after receipt and acceptance by Alta of such information and records as Alta may reasonably require regarding the Actual Claim Payments.

Aggregate Stop Loss Coverage

[In consideration of payment of the Aggregate Stop Loss premium by the Policyholder, Alta shall reimburse the Policyholder for Covered Expenses for the Policy Year that are in excess of the Actual Attachment Point. The amount of reimbursement will be calculated by multiplying the amount of Covered Expenses in excess of the Actual Attachment Point times the ASL Benefit Percentage Payable, subject to Alta's maximum liability specified on the Schedule of Insurance.

Covered Expenses paid by the Policyholder in excess of the Aggregate Individual Stop Loss Limit are excluded prior to determining if the Actual Attachment Point is reached.

For the purpose of this calculation, amounts between the Aggregate Individual Stop Loss Limit and the Individual Stop Loss Limit for High Risk Individuals are also excluded.]

[In consideration of payment of the aggregate stop loss premium by the Policyholder, Alta shall reimburse to or require repayment from, the Policyholder after the end of each [monthly] [quarterly] [semiannual] period during the Policy Year for the amount of the Aggregate Stop Loss Benefit that shall be calculated as follows:

If the Cumulative Difference is greater than zero and greater than the Cumulative Difference at the end of the prior [monthly] [quarterly] [semiannual] period, then Alta shall reimburse the Policyholder for an amount equal to the increase in the Cumulative

ALTA HEALTH & LIFE INSURANCE COMPANY

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Difference since the prior [monthly] [quarterly][semiannual] period, but not more than an amount equal to the Cumulative Difference for the current [monthly] [quarterly] [semiannual] period.

If the Cumulative Difference is greater than zero but less than the Cumulative Difference at the end of the prior [monthly] [quarterly][semiannual] period, then the Policyholder will repay Alta an amount equal to the decrease in the Cumulative Difference since the prior [monthly] [quarterly][semiannual] period.

If the Cumulative Difference is less than zero, then the Policyholder will repay Alta an amount equal to the negative of the Cumulative Difference (for example, if the Cumulative Difference is negative \$100, then the Policyholder will repay \$100) but not by more than an amount equal to the sum of any reimbursements made in the prior Policy Months of the current Policy Year and the Cumulative Recoverable Deficit as of the end of the prior Policy Year less amounts already repaid to Alta in the current Policy Year.

If there is an amount due to Alta by the Policyholder, then Alta may debit the Policyholder's account if any, or the Policyholder shall pay Alta said amount within 30 days of receiving a written request therefore.

In determining which Covered Expenses apply toward satisfaction of the Cumulative [monthly] [quarterly] [semiannual] Aggregate Stop Loss Limit, Covered Expenses paid in excess of the Aggregate Individual Stop Loss Limit will be excluded. Covered Expenses between the Aggregate Individual Stop Loss Limit and the Individual Stop Loss Limit for High Risk Individual will also be excluded.]

The above payments, reimbursements and credits made by Alta to the Policyholder are subject to Alta's maximum liability specified on the Schedule of Insurance.

Alta shall not be liable for any expenses that are incurred or become due outside the term of this policy.

Other

If Alta is not the Claim Administrator, payment for Covered Expenses will be made after receipt and acceptance by Alta of such information and records as Alta may reasonably require regarding the Actual Claim Payments.

In the event Alta is the Claim Administrator paying claims out of the Policyholder's bank account established for the purpose of paying claims and such bank account is still open and available to Alta, any payments or reimbursements under this benefit will be executed by Alta debiting or crediting the Policyholder's bank account.

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Duties of the Policyholder

- A. The Policyholder will submit to Alta a complete copy of the Benefit Plan unless Alta already has such copy in its possession; such Benefit Plan or its complete copy is incorporated herein by reference.
- B. Any changes to the Benefit Plan will be submitted to Alta [60] days prior to their effective date.
- C. If Alta is not the Claim Administrator, the parties agree that the Policyholder or the Claim Administrator approved by Alta will have the following duties and obligations:
 1. to investigate, audit, calculate and pay all claims in accordance with the provisions of the Benefit Plan and any applicable provider contracts.
 2. to provide Alta such information and records as Alta may reasonably require for:
 - a. payment of any claim under this policy; and
 - b. projection of future expected claims of the Benefit Plan.
 3. to prepare and submit to Alta on a monthly basis:
 - a. a report of the Actual Claim Payments paid pursuant to the Benefit Plan for that month;
 - b. a report of the total number of Covered Persons covered by the Benefit Plan for that month; and
 - c. a report listing claimants with Covered Expenses during the Policy Year greater than 50% of the Individual Stop Loss Limit. The listing is to include cumulative paid claims and the respective ICD-9 codes.
 4. for individual stop loss, the preparation and submission to Alta on a monthly basis, within 15 days of the previous month's end, of:
 - a. a report showing Covered Expenses during the month for those Covered Persons for whom the total Covered Expenses for the stop loss Policy Year meet or exceed 50% of the Individual Stop Loss Limit; and
 - b. a completed CIGNA Stop Loss Notification form (to be supplied) which must accompany the report for each listed Covered Person.
 5. for any and all Covered Persons whose Covered Expenses meet or exceed the Individual Stop Loss Limit during the Policy Year, the following information must be supplied for claim adjudication under this policy. This information must accompany a CIGNA Stop Loss Notification form and must be presented to Alta within 30 days of the end of the month in which the Covered Person exceeded the Individual Stop Loss Limit:

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- a. copies of any and all documentation relating to outside bill reviews/negotiations for hospital bills greater than [\$15,000] and other provider bills greater than [\$2,500];
 - b. copies of any and all documentation relating to the Benefit Plan's subrogation interests, if applicable;
 - c. detailed claim reports and check information if explanation of benefits (EOBs) are not available;
 - d. itemized bills for any claims or charges over [\$5,000];
 - e. an enrollment form or eligibility screen; and
 - f. coordination of benefits (COB) information.
- D. The Policyholder will reimburse Alta for any Actual Claim Payments subsequently repaid, refunded, rebated or owed to the Policyholder by any party.
- E. The Policyholder will furnish additional information or documentation as reasonably requested by Alta.

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Exclusions

Covered expenses under this policy do not include the following:

1. Actual Claim Payments for which (a) there is other group insurance (including costs recoverable through the application of the coordination of benefits provision in the Benefit Plan); (b) third-party liability has been established; (c) there is coverage pursuant to any plan established by federal, state or local law (to the extent permitted); or (d) there is coverage under workers compensation insurance.
2. Expenses to the extent the Policyholder or Plan receives any payment(s), refund(s) or rebate(s), however denominated, or any reduction in charges including but not limited to reductions as a result of a PPO, EPO, or other managed care arrangement, claim reduction negotiation, or the application of any provider discount arrangement.
3. Expenses which Become Due after the date coverage under this policy ceases.
4. Administrative expenses of the Policyholder or Claim Administrator.
5. Extra contractual damages, expenses or reimbursements of any kind or nature.
6. Investigative or legal expenses including, but not limited to, attorneys' fees and court costs.
7. Expenses Incurred by a person not eligible under the terms of the Benefit Plan.
8. Expenses paid because of an amendment to the Benefit Plan which is not agreed to by Alta.
9. Expenses for taxes, fees and surcharges that may be imposed on the Benefit Plan or Policyholder by federal, state or local governments.
10. Expenses Incurred as a result of war, whether declared or not, or acts of war or service in any military force of any country while such country is engaged in war, whether declared or not.
11. Expenses which are not considered Covered Expenses under the Benefit Plan.
12. Expenses for which the Policyholder or Claim Administrator has failed to provide the required information set forth under the Duties of the Policyholder section.
13. With respect to individual stop loss, and with respect to aggregate stop loss if indicated on the Schedule, expenses resulting from capitation payments, if any (i.e. contractually determined periodic payments to certain providers based on the number of plan participants entitled to receive services from the provider, in return for which, such providers furnish certain agreed-upon services to eligible plan participants).
14. For liabilities which are non-pecuniary in nature (not having a monetary value).

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Omission, Concealment or Misrepresentation of Fact

The parties understand that Alta has relied upon the completeness and accuracy of the underwriting information presented to Alta in its decision to issue and/or renew this policy. Such information includes information volunteered by the Policyholder when requesting the quote, information provided in response to a request by Alta, and any personal health statements filled out by persons covered under the Benefit Plan. If Alta determines that any of the information has omitted, concealed or misrepresented any fact which Alta determines to have had an effect on Alta's assessment of the risk, Alta reserves the right to re-underwrite the coverage, including but not limited to resetting the premium rates, resetting the individual stop limits, resetting or establishing coverage maximums, resetting monthly attachment factors, and minimum attachment factors; or Alta may terminate this policy. Any such action by Alta will be reasonable in relation to the nature of the omission, concealment, or misrepresentation, and may be retroactive to the beginning of the Policy Year.

Subrogation and Acts of Third Parties

Applicability

Where allowed by law, this section will apply:

1. to Policyholders who receive payments for Covered Expenses under this policy; and
2. where Actual Claim Payments have been made under the Benefit Plan to a Covered Person who has a lawful claim against, or who has received compensation, damages or other payment from another party or parties for expenses resulting in the payment by Alta of such Covered Expenses; and
3. to the Policy Year in which the corresponding payment was made. The expense of subrogation will be shared proportional according to the Benefit Plan.

Policyholder Obligations

To secure the rights of Alta under this section, the Policyholder must:

1. pursue the rights of subrogation contained in the Benefit Plan; and
2. reimburse Alta for Covered Expenses Incurred under this policy (but not more than the amount paid by the other party or parties) if payment from the other party or parties has been received by the Policyholder. The Policyholder must reimburse Alta first, and in full, before retaining any benefit from the recovery; and
3. assign to Alta the Policyholder's subrogation and/or reimbursement right contained in the Benefit Plan to the extent of Alta's payments if requested by Alta and Policyholder shall cooperate fully and do all things as necessary and required to enable Alta to pursue the recovery right.

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Privacy of Information

In connection with the performance of its obligations under this policy, Alta may disclose to and receive disclosure from the Policyholder or its Claim Administrator of information collected or received in connection with Covered Expenses reimbursable under this policy, provided the information is limited to that which is reasonable and necessary.

Under no circumstances will Alta provide the Policyholder with information on incurred, but not paid claims, projected claims, pre-certifications of coverage, case management notes, and course of treatment information or prognosis information.

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Premiums

Premium Payments

The initial premium shall be due and payable on the [[effective date][first day of the [[! month] of this policy. Subsequent premiums shall be due on the first day of each calendar month that this policy remains in effect.

Premiums can be paid to Alta's home office or to an authorized agent of Alta. Each premium paid continues the policy in force until the date the next premium is due, except as set forth in the Grace Period section.

The total monthly premium is the sum of the premium for all Covered Persons for all coverages as identified on the Schedule of Insurance.

Grace Period

A period of 31 days, without interest, is allowed for paying any premium other than the first premium payment. The policy will remain in force during the grace period, unless Alta has been advised in writing that the policy is to cease prior to the end of the grace period. If any premium is not paid before the grace period ends, the policy will cease at the end of the grace period. When this policy ends the Policyholder will be liable for all premiums past due and unpaid, including a pro-rata premium for any time this policy remains in force during the grace period.

Premium Refund

Any error or correction of any premium paid must be reported to Alta promptly. The premium will be adjusted retroactively to reflect the correct premium amount. If a correction will result in a decrease in premium, a refund will be given only for the two month period prior to Alta's receipt of a correction request.

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Right to Change Terms of Coverage

Alta reserves the right to change any the terms shown on the Schedule of Insurance including but not limited to the Individual Stop Loss Limits, the Monthly Attachment Factors, the Terminal Attachment Factors, Minimum Attachment Factors and/or Premium Rates under the following circumstances:

1. In the event the total number of Covered Persons at the beginning of the Policy Year or at any time during the Policy year differs more than [10%-20%] from the original estimated enrollment, such change to become effective on the first day of any month following the fluctuation.
2. In the event enrollment in any covered plan at the beginning of the Policy Year or at any time during the Policy year differs more than [10%-20%] from the original estimated enrollment, such change to become effective on the first day of any month following the fluctuation.
3. In the event of material changes in the Benefit Plan or changes in legislation or regulation, Alta may revise the premium rates with the revision to become effective on the date such changes are effective.
4. In the event of the addition of a subsidiary, operation or class of Covered Persons not previously covered under the Benefit Plan and approved by Alta, Alta may revise the premium rates with the revision to become effective on the date such addition is effective.
5. In the event of the termination of a subsidiary, operation or class of Covered Persons covered under this policy, Alta may revise the premium rates with the revision to become effective on the date such termination is effective.
6. On any policy anniversary, subject to advance written notice of at least 31 days.
7. In the event of an omission, concealment or misrepresentation of material fact, as described in Omission, Concealment or Misrepresentation of Fact section, such change to become retroactively to the first day of the affected coverage period.

If Alta is not the Claim Administrator, Alta also reserves the right to change any premium rates if Alta determines that Actual Claim Payments are not being made in accordance with the provisions of the Benefit Plan. Such adjustment may be made retroactive to the beginning of the Policy Year.

Termination

This policy will continue in effect from its effective date until terminated on the earliest of the following:

1. At the end of the grace period if the premium is not paid.

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2. Upon mutual consent by the parties, on the date the parties agree to terminate.
3. On the premium due date following 31 days after the mailing of written notification of termination by Alta or the Policyholder.
4. On the date of termination of the Benefit Plan.
5. 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 Alta, the Policy shall terminate automatically as to such time or jurisdiction on the effective date of such law or interpretation.
6. Immediately upon written notice to the Policyholder of the discovery of the Policyholder's failure to comply with any material term of the policy.
7. Immediately upon written notice to the Policyholder if Alta reasonably determines that the Policyholder has ceased or failed to sufficiently fund its account established to fund benefit payments under the Plan.

This policy may also be terminated by Alta as follows:

1. Retroactively to the Policy Effective Date or the latest Renewal Date as applicable, upon written notice to the Policyholder, if Alta determines that any of the information has omitted, concealed or misrepresented any fact which Alta determines to have had an effect on Alta's assessment of the risk.
2. On the next premium due date, at Alta's option, if Alta determines that Actual Claim Payments are not being made in accordance with the provisions of the Benefit Plan.
3. On the effective date of a change in the Benefit Plan which is not approved by Alta. Alta will give the Policyholder written notice within 31 days after receipt of a copy of such change, if the Policyholder notifies Alta within sufficient time to allow compliance with this notice requirement.
4. On the effective date of any change in Claim Administrator which is not approved by Alta. Alta will give the Policyholder written notice within 31 days after receipt of notification of such change, if the Policyholder notifies Alta within sufficient time to allow compliance with this notice requirement.

All coverage ceases upon termination of this policy. The termination of this policy does not excuse the Policyholder from forwarding to Alta any and all premiums accrued through the date of termination.

Alta reserves the right not to provide run-out coverage in the event of termination prior to the end of the Policy Year.

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General Provisions

Notice

This policy provides benefits when the Policyholder's Benefit Plan incurs expenses in excess of the [individual] [and/or] [aggregate] limits outlined in this policy. Since this policy insures the Policyholder and not the individuals covered by the Policyholder's Benefit Plan, this policy neither adds to nor subtracts from the terms of the underlying Benefit Plan. Additionally, this policy does not in any way affect the Policyholder's responsibility to comply with employment laws such as the Americans with Disabilities Act, the Age Discrimination in Employment Act, Title VII of the 1964 Civil Rights Act and other applicable state and federal laws.

Parties to the Policy and Responsibility for Claims for Benefits by Covered Persons

The parties to the policy are the Policyholder and Alta. There are no third party beneficiaries and this policy does not create any rights or legal relation whatsoever between Alta and a Covered Person under the Policyholder's Benefit Plan. Alta's sole liability under this policy is to the Policyholder.

The Policyholder shall retain the exclusive obligation for any action, brought for benefits under the Policyholder's Benefit Plan however denominated, including any action purporting to be brought with respect to this policy. Policyholder agrees to assume the tender of any such action and to reimburse Alta for reasonable costs, costs of whatever kind (including court costs and attorneys' fees) which Alta may incur to protect its and Policyholder's rights until Policyholder accepts tender. Provided that nothing herein shall alter Alta's obligations contained in the parties' administrative services agreement, if any.

Entire Contract

The parties agree that this policy and any endorsement and amendment to the policy constitute the entire contract regarding the stop loss insurance between the parties. Any endorsement or amendment changing this policy must be in writing and must be signed by authorized officers of Alta and the Policyholder respectively. No person may modify or waive any of the terms of this policy except by a written amendment signed by a duly authorized officer of Alta.

Enforceability

In the event that one or more provisions in this policy shall, for any reason, be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this policy shall not be affected.

Clerical Error

Clerical error by the Policyholder or by Alta will not continue terminated coverage. In the event of such clerical error, an appropriate adjustment will be made.

Examination and Maintenance of Records

If Alta is not the Claim Administrator:

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1. The Policyholder will furnish to Alta such data as may be required for the administration of this policy.
2. The Policyholder's and the Claim Administrator's books and records pertaining to the policy will be available to Alta for inspection during the usual business hours. Such books and records will be maintained for a period of not less than 6 years following termination of the policy.
3. Alta will have the right at all reasonable times to inspect all records relating to Actual Claim Payments paid under the Benefit Plan whether maintained by the Policyholder or the Claim Administrator. Alta will treat as confidential all such records and information obtained.

Dispute Resolution

It is understood and agreed that any dispute, controversy or question arising from or relating to the performance or interpretation of this policy, the breach thereof, or the subject matter thereof (controversy) shall be resolved exclusively pursuant to the following mandatory Dispute Resolution procedures, provided however that the Policyholder may not initiate any dispute resolution relating to a claim under this policy fewer than 60 calendar days or more than three years after due proof of such claim is furnished to Alta:

1. Any controversy between the parties arising shall first be referred for executive review. The disputing party shall initiate executive review by giving the other party written notice of the controversy, and shall specifically request executive review of said controversy in such notice. Within 20 calendar days of any party's written request for executive review, the receiving party shall submit a written response. Both the notice and response shall include a statement of each party's position and a summary of the evidence and arguments supporting its position. Within 30 calendar days of any party's request for executive review, an executive level employee of each party shall be designated by the party to meet and confer with his/her counterpart to attempt to resolve the controversy.
2. In the event that a controversy has not been resolved within 35 calendar days of the request of executive review under Section 1 above, the disputing party shall initiate mediation by providing written notice to the other party, which shall be conducted in such location or locations determined by the mediator in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Mediation. Each party shall assume its own costs and attorneys fees, and the compensation and expenses of the mediator and any administrative fees or costs shall be borne equally by the parties.
3. In the event that a controversy has not been resolved within 60 calendar days of the request for mediation under Section 2 above, the controversy shall be settled exclusively by binding arbitration. The arbitration shall be conducted in such location or locations determined by the arbitrator in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration, and which to the extent of the subject matter of the arbitration, shall be binding not only on all parties to the agreement, but on any other entity controlled by, in control of or under common control with the party to the extent that such affiliate joins in the arbitration, and judgment on the award

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rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall assume its own costs and attorneys fees, and the compensation and expenses of the mediator and any administrative fees or costs shall be borne equally by the parties. The decision of the arbitrator shall be final, conclusive and binding, and no action at law or in equity may be instituted by either party other than to enforce the award of the arbitrator.

This provision shall survive the termination of this policy.

Plan Changes

Alta reserves the right to approve a change in the Benefit Plan. The Policyholder must promptly furnish Alta with a copy of each change in the Benefit Plan prior to its effective date. If such copy is not received, Alta will only be liable for the reimbursement of Covered Expenses under this policy as if the plan was not changed.

Subcontracting

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

Assignment

No assignment of this policy by the Policyholder will be binding upon Alta.

Offset

Alta shall be entitled to offset payments due to the Policyholder under this policy against premiums due and unpaid by the Policyholder to Alta.

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Schedule of Insurance

Coverage Information

Policyholder: [Policyholder name]
Policy Number: [Policy number]
Effective Date: [policy effective date]
[Effective Date of this Amendment: [amendment effective date]]
Next Renewal Date: [next renewal date]
State or other Jurisdiction of Issue: [policy state of situs]

Notices

For the purpose of any notices required under this policy, such notices should be sent to the addresses shown below:

Alta Health & Life Insurance Company
[900 Cottage Grove Road, Hartford, CT 06152]
[8505 East Orchard Road, Greenwood Village, CO 80111]
[Attn: Stop Loss Unit]

[Policyholder Name and Address]

Individual Stop Loss

Policy Year: [date] to [date]

Covered Expenses: Claims that are incurred between [date] and [date] and that Become Due between [date] and [date]

[Run-out Period: [!] Months]

[In the terminating year of the policy, the Become Due period is extended by the length of the Run-out Period. Covered Expenses for a Covered Person will continue to accumulate towards the Individual Stop Loss Limit and the Individual Stop Loss Limit for High Risk Individuals as set forth in the year of termination.]

[Upon termination of the policy, accumulation of claims towards the Individual Stop Loss Limit and the Individual Stop Loss Limit for High Risk Individuals shall reset to \$0. Covered Expenses for a Covered Person that Become Due during the Run-out period will accumulate towards a new Individual Stop Loss Limit and Individual Stop Loss Limit for High Risk Individuals to be established upon termination of the policy.]

ISL Benefit Percentage Payable: [10-100]%

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[Alta shall reimburse the Policyholder [!]% of the first \$[!] Covered Expenses paid for a Covered Person in a Policy Year that are in excess of the Individual Stop Loss Limit, and [!]% of additional Covered Expenses paid for a Covered Person in a Policy Year.]

Individual Stop Loss Limit: \$[10,000-5,000,000]

The following Covered Persons have been identified as High Risk Individuals and shall be subject to the Individual Stop Loss Limit as specified below:

[High Risk Individuals	none]
[High Risk Individuals <i>repeat as needed</i>	Individual Stop Loss Limit
[Name][Member ID Number]	[\$[100,000-5,000,000][excluded from coverage]]

Benefit Plans Covered by Individual Stop Loss Coverage:

<u>Plan Administrator</u>	<u>Product</u>
[[Alta][Plan Administrator Name]	[medical]]
[[Alta][Plan Administrator Name]	[mental health]]
[[Alta][Plan Administrator Name]	[chemical dependency/substance abuse]]
[[Alta][Plan Administrator Name]	[pharmacy expense][prescription drug]]
[[Alta][Plan Administrator Name]	[vision]]
[[Alta][Plan Administrator Name]	[dental]]
[[Alta][Plan Administrator Name]	[STD]]
[[Alta][Plan Administrator Name]	[describe other benefit plan]]

Benefit Plans Included Under Run-In Coverage:

Benefit Plan Coverages Insured by Individual Stop Loss when Covered Expenses are incurred up to [!] months before the Effective Date and Become Due during the first Policy Year:

<u>Carrier</u>	<u>Product</u>
[[carrier]	[medical]]
[[carrier]	[mental health]]
[[carrier]	[chemical dependency/substance abuse]]
[[carrier]	[pharmacy expense][prescription drug]]
[[carrier]	[vision]]
[[carrier]	[dental]]
[[carrier]	[STD]]
[[carrier]	[describe other benefit plan]]

Additional exclusions from Individual Stop Loss coverage under this policy:

[Funds contributed by the company or an employee as part of a health reimbursement account, health savings account or flexible savings account.]

[[!] % Percentage of Expenses paid for services at the following facilities:

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repeat as needed

Tax ID #:

Facility:

Address:]

[Retirees over 65 years of age][Retirees]

[Alta's maximum liability per individual: [will be the individual lifetime maximum as set forth in the Benefit Plan less the Individual Stop Loss Limit][will be \$[!] for this Policy Year]]

[Monthly Premium Rates:

[for each covered employee for policy month(s) [!] to [!]	\$[!]
[for each covered dependent for policy month(s) [!] to [!]	\$[!]
[for two or more covered dependents for policy month(s) [!] to [!]	\$[!]
[for each covered employee without covered dependents for policy month(s) [!] to [!]	\$[!]
[for each covered employee with covered dependents for policy month(s) [!] to [!]	\$[!]
[for each covered employee only for policy month(s) [!] to [!]	\$[!]
[for each covered employee with one covered dependent for policy month(s) [!] to [!]	\$[!]
[for each covered employee with two or more covered dependents for policy month(s) [!] to [!]	\$[!]
[for each Covered Person for policy month(s) [!] to [!]	\$[!]

[Renewal Planner:

In consideration of additional premium paid, Alta agrees that the Policyholder may renew ISL coverage at the next renewal date at rates determined in accordance with the following terms:

1. The premium rate for ISL will be increased by the sum of trend at the next renewal, and [!]% to reflect maturation of the ISL coverage from the current Policy Year to the next.
2. The pooling point must increase by [!]% from the current pooling point.
3. No Covered Persons will be added to the list of High Risk Individuals already on the Schedule page.

This renewal planner agreement will apply provided that none of circumstances set forth in items 1 through 5 and item 7 of the Rights to Change Terms of Coverage section have occurred during the Policy Year or the Policy Year beginning on [next renewal date].

The premium paid for this provision is nonrefundable should the Policyholder choose not to renew the ISL coverage with Alta.]

Aggregate Stop Loss

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Policy Year: [date] to [date]

Covered Expenses: Claims that are incurred between [date] and [date] and that Become Due between [date] and [date]

[Run-out Period: [!] Months]

[In the terminating year of the policy, the Become Due period is extended by the length of the Run-out Period. Covered Expenses for a Covered Person will continue to accumulate towards the Actual Claim Payment or the Cumulative Actual Expense, whichever is applicable.]

Terminal Attachment Factor (for each Covered Person):

[To be determined at the end of the terminating Policy Year]

[Repeat section below if factors are different for the first and second months following the termination date of the policy

For Run-out Month [!]:

<u>Plan Administrator</u>	<u>Product</u>	
[[Alta][Plan Administrator Name]	[medical]	[\$[10,000-5,000,000]]
[[Alta][Plan Administrator Name]	[mental health]	[\$[10,000-5,000,000]]
[[Alta][Plan Administrator Name]	[chemical dependency/substance abuse]	[\$[10,000-5,000,000]]
[[Alta][Plan Administrator Name]	[pharmacy expense][prescription drug]	[\$[10,000-5,000,000]]
[[Alta][Plan Administrator Name]	[vision]	[\$[10,000-5,000,000]]
[[Alta][Plan Administrator Name]	[dental]	[\$[10,000-5,000,000]]
[[Alta][Plan Administrator Name]	[STD]	[\$[10,000-5,000,000]]
[[Alta][Plan Administrator Name]	[describe other benefit plan]	[\$[10,000-5,000,000]]

ASL Benefit Percentage Payable: [10-100]%

[Alta shall reimburse the Policyholder [!]% of the Covered Expenses for the Policy Year that are in excess of the Actual Attachment Point up to [!]% of the Actual Attachment Point, and [!]% of any additional Covered Expenses for the Policy Year in excess of the Actual Attachment Point, excluding the Covered Expenses noted in the Benefit Provisions section, subject to Alta's maximum liability under the policy for this Policy Year specified below.]

Aggregate Individual Stop Loss Limit: \$[10,000-5,000,000]

Monthly Attachment Factor (for each Covered Person):

Repeat section below if factors vary by policy month during the policy year:

[For Policy Month[s] [!] to [!]:

<u>Plan Administrator</u>	<u>Product</u>
---------------------------	----------------

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[[Alta][Plan Administrator Name][medical]	\$[!]]
[[Alta][Plan Administrator Name][mental health]	\$[!]]
[[Alta][Plan Administrator Name][chemical dependency/substance abuse]	\$[!]]
[[Alta][Plan Administrator Name][pharmacy expense][prescription drug]	\$[!]]
[[Alta][Plan Administrator Name][vision]	\$[!]]
[[Alta][Plan Administrator Name][dental]	\$[!]]
[[Alta][Plan Administrator Name][STD]	\$[!]]
[[Alta][Plan Administrator Name][describe other coverage]	\$[!]]

[Lagged Month:

[Same as the current Policy Month][One Month Prior][Two Months Prior]]

Minimum Attachment Percentage: [none][[!]]%

Minimum Attachment Lagged Month: [none][[!]] months prior to the Policy Year's first Policy Month]

Corridor Factor: [105-200]%

Benefit Plans Covered by Aggregate Stop Loss Coverage:

<u>Plan Administrator</u>	<u>Product</u>
[[Alta][Plan Administrator Name]	[medical]]
[[Alta][Plan Administrator Name]	[mental health]]
[[Alta][Plan Administrator Name]	[chemical dependency/substance abuse]]
[[Alta][Plan Administrator Name]	[pharmacy expense][prescription drug]]
[[Alta][Plan Administrator Name]	[vision]]
[[Alta][Plan Administrator Name]	[dental]]
[[Alta][Plan Administrator Name]	[STD]]
[[Alta][Plan Administrator Name]	[describe other benefit plan]]

[Additional exclusions from Aggregate Stop Loss Coverage:

[Funds, if any, contributed by the company or an employee as part of a health reimbursement account, health savings account or flexible savings account.]

[Expenses resulting from capitation payments, if any, (i.e., contractually determined periodic payments to certain providers based on the number of plan participants entitled to receive services from the provider, in return for which, such providers furnish certain agreed-upon services to eligible plan participants).]

[[!]] % of Expenses paid for services at the following facilities:

Tax ID #:

Facility:

Address:]

[Retirees over 65 years of age][Retirees]]

Alta's maximum liability for claims incurred prior to the effective date of coverage: \$[50,000-Unlimited]

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Alta's maximum liability for the Aggregate Stop Loss coverage: \$[50,000-
Unlimited][for the Policy Year]

Recoverable Deficit Percentage: [This Policy does not contain any Deficit
Carryforward feature] [[0-100]%]

[Monthly Premium Rates:

[for each covered employee for policy month(s) [!] to [!]	\$[!]
[for each covered dependent for policy month(s) [!] to [!]	\$[!]
[for two or more covered dependents for policy month(s) [!] to [!]	\$[!]
[for each covered employee without covered dependents for policy month(s) [!] to [!]	\$[!]
[for each covered employee with covered dependents for policy month(s) [!] to [!]	\$[!]
[for each covered employee only for policy month(s) [!] to [!]	\$[!]
[for each covered employee with one covered dependent for policy month(s) [!] to [!]	\$[!]
[for each covered employee with two or more covered dependents for policy month(s) [!] to [!]	\$[!]
[for each Covered Person for policy month(s) [!] to [!]	\$[!]

[Payment of premium is considered acceptance of this policy and the terms within.]

[Agreed to by the Policyholder, *[date]*].

By: _____
Policyholder Signature

_____]
Title

Alta Health & Life Insurance Company

STATEMENT OF VARIABILITY – STOP LOSS

APPLICATION

General

1. Items marked with [!] are variable and will be filled in with customer-specific information.
2. Numerical values shown represent standard values, but may vary to meet the needs of our customers.
3. To the extent that variable changes are made to the policy they will not be ambiguous or deceptive.
4. Title or names such as those of numbered items may change but their relation to the matter to which they pertain will not be ambiguous or deceptive.
5. Connective words and phrases that only serve the grammatical purpose of meaningful continuity and do not affect the description of payment or benefits or other terms and conditions of the application affecting the applicant's coverage may vary as the sense demands.

Item 2

Line item for name and address of affiliated companies, if any, will be repeated as needed.

Item 4

Company name, name of Claim Administrator other than the Company, or both will be included as appropriate.

Item 6 – INDIVIDUAL STOP LOSS COVERAGE

1. Wording may vary to describe the benefits listed as covered for individual stop loss coverage.
2. Product feature options may be added or deleted to meet the needs of our customers.
3. Benefit Eligibility options may be included or omitted, to meet the needs of our customers.
4. Reference to Run-in and/or Run-out provisions may be omitted.
5. Estimated premium rate information may be omitted.
6. Individual Stop Loss Limit range of variability: \$10,000-\$5,000,000.
7. Benefit Percentage Payable range of variability: 10-100%.

Item 7 – AGGREGATE STOP LOSS COVERAGE

1. Wording may vary to describe the benefits listed as covered for aggregate stop loss coverage.
2. Product feature options may be added or deleted to meet the needs of our customers.
3. Expected Monthly Attachment Factor options may be included or omitted to meet the needs of our customers.
4. Additional Monthly Attachment Factors may be included or omitted, and wording may vary, to meet the needs of our customers.
5. Minimum Attachment Point will be included or omitted, to meet the needs of our customers.
6. Minimum Attachment Percentage will be included or omitted, to meet the needs of our customers.
7. Paid in 12 months option may be omitted.
8. Reference to Run-in and/or Run-out provisions may be omitted.
9. Estimated premium rate information may be omitted.
10. Benefit Percentage Payable range of variability: 10-100%.

POLICY

General

1. To the extent that variable changes are made to the policy they will not be ambiguous or deceptive.
2. Title or names such as those of section headings may change but their relation to the matter to which they pertain will not be ambiguous or deceptive.

Alta Health & Life Insurance Company

STATEMENT OF VARIABILITY – STOP LOSS

3. Connective words and phrases that only serve the grammatical purpose of meaningful continuity and do not affect the description of payment or benefits or other terms and conditions of the policy affecting the policyholder's coverage may vary as the sense demands.
4. Wording may vary in order to facilitate administration of the policy and/or to clarify the meaning of terms and benefits conveyed in the coverage. Examples of such changes include but are not limited to:
 - The table of contents may be revised.
 - Definitions, formulas and benefit provisions may be re-written at the request of our customers or their agents in order to clarify the policyholder's understanding of benefits and/or administration.
5. Wording may vary to meet the specifications of the product as specifically requested by our customers and their agents. Examples of such changes include but are not limited to:
 - Deletion and/or amendment of specific provisions that the customer and/or their agent finds objectionable.
 - Additional forms of risk sharing such as multiple Benefit Payable Percentages and tiered Individual Stop Loss Limits.
 - Policy years that exceed or are shorter than 12 months.
 - Recapture of reimbursements in subsequent policy years.
 - References to Individual Stop Loss may be omitted from an Aggregate Stop Loss only policy.
 - References to Aggregate Stop Loss may be omitted from an Individual Stop Loss only policy.
 - References to periods and amounts prior to policy effective date may be omitted from a policy that does not include run-in protection.
 - References to periods after policy termination may be omitted from a policy that does not include run-out protection.
 - Defined terms, phrases and provisions that are used with annual reconciliation/accommodation may be omitted from a policy that includes monthly, quarterly or semiannual reconciliation/accommodation.
 - Defined terms, phrases and provisions that are used with monthly, quarterly or semiannual reconciliation/accommodation may be omitted from a policy that includes annual reconciliation/accommodation.
6. Items marked with [!] are variable and will be filled in Customer specific information.
7. We may provide Individual and/or Aggregate Stop Loss coverage pursuant to an Administrative Services Only (ASO) Medical program administered by another group benefit provider ("slice" or "Stand-alone" coverage).

Definitions

Defined terms may be included or omitted to meet the specifications of the product as specifically requested by our customers and their agents.

Duties of the Policyholder

Item B, standard number of days is 60, but this may vary based on Policyholder request.

Item C.5., standard dollar amounts are shown, but these may vary to meet the specifications of the product.

Exclusions

Alta Health & Life Insurance Company

STATEMENT OF VARIABILITY – STOP LOSS

Exclusion items may be included or omitted to meet the specifications of the product as specifically requested by our customers and their agents.

Subrogation and Acts of Third Parties

This section will only apply in the jurisdictions where Subrogation is allowed by law.

General Provisions

Under the dispute resolution section we may:

- At the customer's request, omit any combination of sections 1, 2 or 3.
- At the customer's request, alter the timeframe available for dispute resolution and/or the timeframe for moving between phases of dispute resolution.
- At the customer's request, judicial resolution of disputes with or without prior mediation and/or arbitration.

Schedule of Insurance

1. Wording may vary as described under the general section of this document.
2. Individual and Aggregate Stop Loss Limits will comply with applicable state minimum requirements.
3. Reference to Tiered Pooling will be omitted if not purchased by the client.
4. Reference to High Risk Individuals will be omitted if none are identified.
5. Reference to Additional Exclusions from Individual Stop Loss Coverage will be omitted if none apply.
6. Reference to Additional Exclusions from Aggregate Stop Loss Coverage will be omitted if none apply.
7. References to Premium Rates will be omitted if provided in a separate written document.