

SERFF Tracking Number: ULCC-126691449 State: Arkansas
Filing Company: The Union Labor Life Insurance Company State Tracking Number: 46062
Company Tracking Number: ULLG-SLA-0510
TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan
Product Name: Group Stop Loss Insurance
Project Name/Number: /

Filing at a Glance

Company: The Union Labor Life Insurance Company

Product Name: Group Stop Loss Insurance SERFF Tr Num: ULCC-126691449 State: Arkansas
TOI: H12 Health - Excess/Stop Loss SERFF Status: Closed-Approved- State Tr Num: 46062
Closed

Sub-TOI: H12.004 Self-Funded Health Plan Co Tr Num: ULLG-SLA-0510 State Status: Approved-Closed
Filing Type: Form Reviewer(s): Rosalind Minor
Disposition Date: 07/14/2010
Authors: Karen Whitham, Kevin Ross, Carla Wallace
Date Submitted: 06/25/2010 Disposition Status: Approved-Closed
Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: Status of Filing in Domicile:
Project Number: Date Approved in Domicile:
Requested Filing Mode: Domicile Status Comments:
Explanation for Combination/Other: Market Type: Group
Submission Type: New Submission Group Market Size: Large
Overall Rate Impact: Group Market Type:
Filing Status Changed: 07/14/2010 Explanation for Other Group Market Type:
State Status Changed: 07/14/2010
Deemer Date: Created By: Karen Whitham
Submitted By: Karen Whitham Corresponding Filing Tracking Number:
Filing Description:
Re: GROUP STOP LOSS INSURANCE POLICY AMENDMENT FORM FILING
Group Stop Loss Insurance Policy Amendment, form ULLG-SLA-0510

The Union Labor Life Insurance Company
NAIC 781-69744 FEIN 13-1423090

Dear Sir or Madam:

SERFF Tracking Number: ULCC-126691449 State: Arkansas
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Company Tracking Number: ULLG-SLA-0510
TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan
Product Name: Group Stop Loss Insurance
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Please find enclosed the above-referenced group Stop Loss Insurance Policy Amendment, form ULLG-SLA-0510, for your review and approval. This Amendment is new and does not replace any form currently on file with the Department.

This Amendment, once approved for use, will be incorporated into the Group Stop Loss Insurance Policy forms SL-2008 et al. currently on file with the Department.

This Amendment:

1. Offers eligible group plan sponsors one of four multi-year renewal rate options at the time business is written. The four multi-year renewal rate options are:

- No New Laser Multi-Year Renewal Rate Option. If this option is elected, no new plan participant lasers will be included at renewal. The term "laser" is defined in the Amendment.
- No Laser Multi-Year Renewal Rate Option. If this option is elected, no plan participant lasers will be included at renewal.
- Two-Year Rate Lock-In Multi-Year Renewal Rate Option. If this option is elected, the Specific Stop Loss premium in effect for the initial plan period will be continued for the renewal period if the plan sponsor renews coverage as of the renewal date.
- Renewal Rate Increase Option. If this option is elected, a renewal rate guarantee will apply to the Specific Stop Loss Insurance if the plan sponsor renews coverage as of the renewal date.

2. Offers eligible group plan sponsors a Pooled Group Stop Loss Insurance Policy Dividend Basis or a Retrospectively Rated Group Stop Loss Insurance Policy Dividend Basis.

- Pooled Group Stop Loss Insurance Policy Dividend Basis option. If elected, this option provides an opportunity for a dividend. Dividends are declared on May 31 of each year for the prior year-end and sent to eligible plan sponsors by July 31. Dividends will be determined based on The Union Labor Life Insurance Company's product results for the prior two years combined. The minimum dividend that will be paid to a plan sponsor is \$25.00. If the calculated dividend is less than that, the plan sponsor will not qualify for the dividend payment.
- Retrospectively Rated Group Stop Loss Insurance Policy Dividend Basis option. If elected, this option also provides an opportunity for a dividend based on the group policyholder's results. The experience for each retrospectively-rated plan period, which could include up to three years, will be summarized and the dividend calculation will be made no later than the end of the fourth month following the close of the plan period. Premium terms are agreed to at the time business is

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written or renewed.

3. Brings our current Group Stop Loss Insurance Policy forms into compliance with the newly enacted federal health care reform, specifically by deleting the per plan participant lifetime maximum applied to the Specific Stop Loss coverage and replacing it with a limit of liability per plan participant per plan period.

We have included a Variable Memorandum that explains all variable text along with a Readability Certification signed by an officer of the company.

To the best of our knowledge and belief, this Amendment complies with all applicable state insurance laws and regulations.

This Amendment is in final print format.

If you have any questions, please let me know.

Company and Contact

Filing Contact Information

Kevin Ross, kross@ullico.com
8403 Colesville Road 202-962-2933 [Phone]
Silver Spring, MD 20910 202-682-4682 [FAX]

Filing Company Information

The Union Labor Life Insurance Company CoCode: 69744 State of Domicile: Maryland
8403 Colesville Road Group Code: 781 Company Type: Life and Health
Silver Spring, MD 20910 Group Name: State ID Number:
(202) 682-0900 ext. [Phone] FEIN Number: 13-1423090

Filing Fees

Fee Required? Yes
Fee Amount: \$125.00
Retaliatory? Yes
Fee Explanation: 1 form @ \$125/form (Maryland)
Per Company: No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Union Labor Life Insurance Company	\$125.00	06/25/2010	37549586

SERFF Tracking Number: ULCC-126691449 State: Arkansas
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Product Name: Group Stop Loss Insurance
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	07/14/2010	07/14/2010

SERFF Tracking Number: *ULCC-126691449* *State:* *Arkansas*
Filing Company: *The Union Labor Life Insurance Company* *State Tracking Number:* *46062*
Company Tracking Number: *ULLG-SLA-0510*
TOI: *H12 Health - Excess/Stop Loss* *Sub-TOI:* *H12.004 Self-Funded Health Plan*
Product Name: *Group Stop Loss Insurance*
Project Name/Number: */*

Disposition

Disposition Date: 07/14/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: *ULCC-126691449* *State:* *Arkansas*
Filing Company: *The Union Labor Life Insurance Company* *State Tracking Number:* *46062*
Company Tracking Number: *ULLG-SLA-0510*
TOI: *H12 Health - Excess/Stop Loss* *Sub-TOI:* *H12.004 Self-Funded Health Plan*
Product Name: *Group Stop Loss Insurance*
Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Variable Memorandum	Approved-Closed	Yes
Form	Group Stop Loss Policy	Approved-Closed	Yes

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 Product Name: Group Stop Loss Insurance
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Form Schedule

Lead Form Number:

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 07/14/2010	ULLG-SLA-5010	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Group Stop Loss	Initial			STOP LOSS POLICY AMENDMEN T.pdf



UnionLaborLife

The Union Labor Life Insurance Company

("We, Us, Our, the Company")

[Administrative Office: 8403 Colesville Road, Silver Spring, MD 20910

Executive Office: 1625 Eye Street, Washington, DC 20006]

GROUP STOP LOSS INSURANCE POLICY AMENDMENT

The Group Stop Loss Insurance Policy is amended as stated below.

1. The **RENEWAL** provision in **SECTION VII. GENERAL PROVISIONS** is amended to include the following:

Renewal Rate

[A renewal rate guarantee will apply to the Specific Stop Loss Insurance if the Plan Sponsor renews coverage as of the Renewal Date. A renewal rate increase [of [8%] will be] [cap not to exceed [40%] of the current Plan Period premium may be] applied to the Monthly Specific Premium Rates, subject to the *Exceptions to Renewal Rate* provision below.]

[The current Specific Stop Loss premium rates will be continued for the renewal period if the Plan Sponsor renews coverage as of the Renewal Date, subject to the *Exceptions to Renewal Rate* provision below.]

[In recognition of a Retrospectively Rated Policy a renewal rate guarantee will apply to the Specific Stop Loss Insurance if the Plan Sponsor renews coverage as of the [next two] Renewal Date[s]. A renewal rate increase of [15%] will be applied to the Monthly Specific Premium Rates, subject to the *Exceptions to Renewal Rate* provision below.]

Exceptions to Renewal Rate:

We will adjust the renewal rates accordingly before applying any renewal rate increase [or rate caps], if the:

1. group size changes by more than [15%] during the current Plan Period; and/or
2. Plan Sponsor changes the terms of the plan.

[*Renewal Lasers*

No [new] Plan Participant lasers will be included at renewal. Unless otherwise agreed to by the Plan Sponsor and Us, any Plan Participant lasers in effect for the current Plan Period will continue under the renewal Policy.

Laser means the coverage applied to a Plan Participant for whom:

1. the Specific Deductible is higher than the Specific Deductible per Plan Participant shown on the Schedule of Stop Loss;
2. the Benefit Period is different than shown on the Schedule of Stop Loss; or
3. coverage under the Policy is excluded due to prior termination of eligibility or because the Plan Participant is deceased.]

GROUP STOP LOSS INSURANCE POLICY AMENDMENT
(continued)

2. **SECTION I. DEFINITIONS** is amended as follows:

- a. The definition of Aggregated Specific Deductible is deleted and replaced with the following:

Aggregated Specific Deductible means a deductible, in addition to the Specific Deductible, applied to the calculation of the Specific Stop Loss Reimbursement that must be satisfied before Eligible Expenses are reimbursable under this Policy. The Aggregated Specific Deductible is satisfied by applying any Eligible Expenses that exceed the Specific Deductible up to the Specific Limit of Liability Per Plan Participant per Plan Period for any Specific Stop Loss Reimbursement. The Aggregated Specific Deductible is shown on the Schedule of Stop Loss.

- b. The definition of Eligible Expenses is deleted and replaced with the following:

Eligible Expenses means only the charges which:

1. are covered and payable under the Benefit Plan, as shown on the Schedule of Stop Loss;
2. have been Paid by the Plan Sponsor in accordance with the terms of the Benefit Plan for the Benefit Period shown on the Schedule of Stop Loss; and
3. are not excluded or limited under this Policy.

Eligible Expenses or any loss will not include deductibles, coinsurance amounts, or any other expenses or claims which are not payable under the terms of the Benefit Plan. Eligible Expenses will not include: 1. charges which are paid or which can be reimbursed from any other source; 2. any cost of a claim payment or expense of litigation; nor 3. Any expenses or claims in excess of the Specific Limit of Liability per Plan Participant Per Plan Period.

3. **SECTION II. BENEFIT** is amended as follows:

- a. The last paragraph under the **SPECIFIC STOP LOSS INSURANCE** provision is deleted and replaced with the following:

[Additionally, the Aggregated Specific Deductible must be met before We will reimburse the Plan Sponsor under the Specific Stop Loss Insurance provision. The Aggregated Specific Deductible is shown in the Schedule of Stop Loss.] In no event will the amount of the Specific Stop Loss Reimbursement to the Plan Sponsor for a Plan Participant exceed the Specific Limit of Liability per Plan Participant per Plan Period shown in the Schedule of Stop Loss.

- b. The second paragraph under the **AGGREGATE STOP LOSS INSURANCE** provision is deleted and replaced with the following:

GROUP STOP LOSS INSURANCE POLICY AMENDMENT
(continued)

We will pay the Aggregate Stop Loss Reimbursement after Our acceptance of proof of Payment and satisfactory proof of Eligible Expenses under the Benefit Plan. There will be no coverage for: 1. Eligible Expenses which have been or will be reimbursed by another source; 2. any amounts paid or payable as a Specific Stop Loss Reimbursement under this Policy

4. The **DIVIDENDS** provision in **SECTION VII. GENERAL PROVISIONS** is deleted and replaced with the following:

DIVIDENDS

This Policy will share in the distribution of divisible surplus, if any. The amount of any dividend will be determined by Us at the end of each Benefit Period, if the Policy has continued in-force and all premiums have been paid throughout the Benefit Period.

[The dividend will be based on the group life and health dividend formula for pooled policies, as approved by The Union Labor Life Board of Directors.]

[The dividend will be based on the group life and health dividend formula for a retrospectively rated policy as approved by The Union Labor Life Board of Directors. If the policy does not remain in-force for the entire Plan Periods, shown in the Schedule, no dividend will be paid.]

Dividends will be paid to the Plan Sponsor, or, at the Plan Sponsor's request, be applied toward the payment of premiums. Payment of the dividend will completely discharge Us from any liability with respect to the dividend so paid.

5. The **SCHEDULE OF STOP LOSS** is amended as follows:

- a. The following statement is included with respect to Specific Stop Loss Insurance:

There is no lifetime maximum applied to the Specific Limit of Liability per Plan Participant.

- b. The following Specific Stop Loss Insurance renewal options section is included:

Specific Renewal Options:

- No **[New]** Laser Option with Renewal Rate Increase not to Exceed **[XXX%]**
 2-Year Rate Lock-In Option
 Renewal Rate Increase Option **[XXX%]**

- c. The Specific Limit of Liability per Plan Participant per Lifetime is deleted and replaced with the following:

Specific Limit of Liability per Plan Participant per Plan Period: **[\$ X.XX]**

GROUP STOP LOSS INSURANCE POLICY AMENDMENT
(continued)

d. The following dividend basis options are included:

Group Stop Loss Insurance Policy Dividend Basis:

- Pooled
- Retrospectively Rated for Plan Periods beginning MM/DD/YY and ending MM/DD/YY.

Except as stated above, the Policy remains unchanged. All changes are subject to the terms and conditions of the Policy.



SECRETARY



PRESIDENT

SERFF Tracking Number: ULCC-126691449 State: Arkansas
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Supporting Document Schedules

		Item Status:	Status Date:
Bypassed - Item:	Application	Approved-Closed	07/14/2010
Bypass Reason:	not applicable; amendment filing		
Comments:			

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Approved-Closed	07/14/2010
Comments:			
Attachments:			
	CERTIFICATE OF COMPLIANCE WITH ARKANSAS RULE 19.pdf		
	READABILITY CERTIFICATION.pdf		

		Item Status:	Status Date:
Satisfied - Item:	Variable Memorandum	Approved-Closed	07/14/2010
Comments:			
Attachment:			
	VARIABLE MEMORANDUM.pdf		

READABILITY CERTIFICATION

I certify that the following forms submitted with this filing achieved the following scores using the Flesch Test Reading Score standards.

<u>Form</u>	<u>Description</u>	<u>Flesch Score</u>
ULLG-SLA-0510	Group Stop Loss Insurance Policy Amendment	46.1

THE UNION LABOR LIFE INSURANCE COMPANY


PRESIDENT

By: _____

Title: Gary L. Burke, President

Date: May 25, 2010

**VARIABLE MEMORANDUM
GROUP STOP LOSS INSURANCE POLICY AMENDMENT
FORM ULLG-SLA-0510**

The purpose of this amendment is to offer eligible group Plan Sponsors one of four multi-year renewal rate options at the time business is written. The four multi-year renewal rate options are:

1. no new laser multi-year renewal rate option;
2. no laser multi-year renewal rate option;
3. 2-year rate lock-in multi-year renewal rate option; and
4. renewal rate increase option.

In addition, this amendment brings our currently approved Group Stop Loss product into compliance with the newly enacted federal health care reform, specifically by deleting the “per plan participant lifetime maximum” applied to the Specific Stop Loss coverage,

Variable data is bracketed. This data will vary from case to case, as indicated below.

1. The Union Labor Life Insurance Company’s administrative and executive office addresses are variable to accommodate any future changes that may occur.
2. The first paragraph under the **Renewal Rate** provision in item 1, “A renewal rate guarantee”, will only be included if the Plan Sponsor chooses a no new laser option, a no laser option, or a renewal rate increase option.
 - a. If a no new laser option or a no laser option is chosen, the variable “[of [8%] will be]” will be deleted. The variable “[cap not to exceed [40%] of the current Plan Period may be]” will be included. The variable percentage “[40%]” may be any percentage below 40% as determined by Union Labor Life.
 - b. If a renewal rate increase option is chosen, the variable “[cap not to exceed [40%] of the current Plan Period may be]” will be deleted. The variable “[of 8% will be]” will be included. The variable percentage “[8%]” may be any percentage between 5% and 25% as determined by Union Labor Life.
3. The second paragraph under the **Renewal Rate** provision in item 1, “The current Specific Stop Loss premium rates”, will only be included if the Plan Sponsor chooses the 2-year renewal rate lock-in option.

Variable Memorandum
Group Stop Loss Insurance Policy Amendment ULLG-SLA-0510
(continued)

4. The third paragraph under the **Renewal Rate** provision in item 1, “In recognition of a Retroactively Rate Policy . . .”, will only be included if the Plan Sponsor chooses a retroactively rated policy for policy Dividend purposes. The variable “[next two]” will be included or excluded in its entirety as elected by the Plan Sponsor and agreed to by Union Labor Life. The variable “[s]” associated with the term Renewal Date at the end of the first sentence will only be included if the variable “[next two]” is included. The variable percentage “[15%]” may be any percentage between 8% and 30% as determined by Union Labor Life.
5. The variable “[or rate caps]” in the first sentence under the *Exceptions to Renewal Rate* provision in item 1, will be included if the Plan Sponsor chooses the no new laser renewal rate option or the no laser renewal rate option.
6. The group size percentage in item 1 under the *Exceptions to Renewal Rate* provision in item 1 may be any percentage between 10% and 20% as determined by Union Labor Life.
7. The variable section “[Renewal Lasers]” will be included or excluded in its entirety. It will only be included if the Plan Sponsor elects to purchase the no new laser option.
8. The variable “[new]” in the first sentence of the first paragraph under the *Renewal Lasers* provision in item 1 will only be included if Union Labor Life offers the no new laser option.
9. The first two sentences in item 3.a. beginning with, “Additionally, the Aggregated Specific Deductible . . .”, may be included or excluded based on the election made for Specific Stop Loss Insurance by the Plan Sponsor on the Schedule of Stop Loss. If there is no Aggregated Specific Stop Loss Insurance elected, these sentences will be deleted.
10. The second paragraph under the **DIVIDENDS** provision in item 4., “The dividend will be based on the group life and health dividend formula for pooled policies . . .”, will only be included if the Plan Sponsor elects the pooled option on the Schedule of Stop Loss.
11. The third paragraph under the **DIVIDENDS** provision in item 4., “The dividend will be based on the group life and health dividend formula for a retrospectively rated policy . . .”, will only be included if the Plan Sponsor elects the retrospectively rated option on the Schedule of Stop Loss.

Variable Memorandum
Group Stop Loss Insurance Policy Amendment ULLG-SLA-0510
(continued)

12. The variable dollar amount “[\$X.XX]” in item 5.c. will be an amount determined by the Plan Sponsor and agreed to by Union Labor Life.
13. The variable dates “[MM/DD/YY] and ending [MM/DD/YY]” in item 5.b. will be the Plan Period shown in the Schedule of Stop Loss used to determine a dividend for a retrospectively rated policy.
14. The signatory officers are variable to accommodate any future changes.