

SERFF Tracking Number: HMRK-126728949 State: Arkansas
Filing Company: HM Life Insurance Company State Tracking Number: 46269
Company Tracking Number: HMP-SL 710
TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan
Product Name: Stop Loss Filing
Project Name/Number: MOO/HMP-SL 710

Filing at a Glance

Company: HM Life Insurance Company

Product Name: Stop Loss Filing

TOI: H12 Health - Excess/Stop Loss

Sub-TOI: H12.004 Self-Funded Health Plan

Filing Type: Form

SERFF Tr Num: HMRK-126728949 State: Arkansas

SERFF Status: Closed-Approved- Closed State Tr Num: 46269

Co Tr Num: HMP-SL 710

Author: Jennifer Bayich

Date Submitted: 07/21/2010

State Status: Approved-Closed

Reviewer(s): Rosalind Minor

Disposition Date: 08/05/2010

Disposition Status: Approved-Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name: MOO

Project Number: HMP-SL 710

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 08/05/2010

Deemer Date:

Submitted By: Jennifer Bayich

Filing Description:

July 21, 2010

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: Exempt from filing in Pennsylvania

Market Type: Group

Group Market Size: Large

Group Market Type: Employer

Explanation for Other Group Market Type:

State Status Changed: 08/05/2010

Created By: Jennifer Bayich

Corresponding Filing Tracking Number: HMP-SL 710

SUBMITTED VIA SERFF

Life and Health Division

Arkansas Insurance Department

1200 W. Third Street

SERFF Tracking Number: HMRK-126728949 State: Arkansas
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Product Name: Stop Loss Filing
Project Name/Number: MOO/HMP-SL 710
Little Rock, AR 72201-1904

RE: HM Life Insurance Company, NAIC #93440

Stop Loss Insurance Policy

HMP-SL 710 Stop Loss Insurance Policy

HM-SLA 710 Application for Stop Loss Insurance

HM-SRQ Select Risk Questionnaire for Stop Loss Insurance

HM-PHI Personal Health Information

HMP-SL 710-SA Specific Stop Loss Insurance Accommodation Benefit Rider

HMP-SL 710-AMA Aggregate Stop Loss Insurance Monthly Accommodation Benefit Rider

HMP-SL 710-FAS Family Aggregated Specific Stop Loss Benefit Rider

HMP-SL 710-TLS Terminal Liability for Specific Stop Loss Insurance Benefit Rider

HMP-SL 710-TLA Terminal Liability for Aggregate Stop Loss Benefit Rider

HMP-SL 710-TLFS Terminal Liability for Family Specific Stop Loss Benefit Rider

HMP-SL 710-TLFA Terminal Liability for Family Aggregated Specific Stop Loss Benefit Rider

HMP-SL 710-TLAS Terminal Liability for Aggregated Specific Stop Loss Benefit Rider

HMP-SL 710-SUP Supplemental Definitions Rider

HMP-SL 710-SDS Step Down Specific Deductible Rider

HMP-SL 710-AMD Amendment Rider

To Whom It May Concern:

Enclosed for filing with your department are the captioned forms. We request approval of these forms on a general-use basis.

This is a new filing. We are submitting this material to support HM Insurance Group's recent acquisition of Mutual of Omaha's stop loss insurance block. As such, the above-captioned forms do not replace any HM Life Insurance Company stop loss forms on file with your Department.

With the exception of those areas struck through or underlined in red font these forms are an exact duplicate of those submitted by United of Omaha Life Insurance Company. (SERFF tracking number MUTM-126254128 approved by the Department on September 25, 2009) All forms have been previously approved with the exception of form HMP-SL 710 FAS, the "Family Aggregated Specific Benefit Rider", which is a new submission. (Please refer to Attachment A for a comparison of the HM Life form number and the for United of Omaha Life form number.)

The forms provide stop loss insurance for groups that retain the services of a third party administrator (TPA).

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In order to accommodate our policyholders' specific needs, we request that these forms be approved as variable. Enclosed with this submission you will find a Memorandum of Variability. You have our assurance we will not add to or revise any language, but only remove language in the manner described in the memorandum. Any variability will be administered within your state's requirements.

The forms do not contain any unusual or controversial items, according to normal company and industry standards. To the best of my knowledge, the forms comply with all of your applicable statutes.

Your review and approval of this filing will be appreciated. Please feel free to contact me with any questions or concerns. Thank you for your time and attention to this matter.

Sincerely,
Jennifer L. Bayich, Esq.
Compliance Analyst III

Company and Contact

Filing Contact Information

Jennifer Bayich, Compliance Analyst II jennifer.bayich@hminsurancegroup.com
P.O. Box 535061 412-544-0923 [Phone]
P6504 412-544-1138 [FAX]
Pittsburgh, PA 15235-5061

Filing Company Information

HM Life Insurance Company CoCode: 93440 State of Domicile: Pennsylvania
PO Box 535065 Group Code: 812 Company Type:
Suite P6504 Group Name: HM Insurance Group State ID Number:
Pittsburgh, PA 15253-5065 FEIN Number: 06-1041332
(412) 544-1139 ext. [Phone]

Filing Fees

Fee Required? Yes
Fee Amount: \$750.00
Retaliatory? No
Fee Explanation: 15 forms x \$50 = \$750
Per Company: No

SERFF Tracking Number: HMRK-126728949 State: Arkansas
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Product Name: Stop Loss Filing
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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
HM Life Insurance Company	\$750.00	07/21/2010	38179896

SERFF Tracking Number: HMRK-126728949 State: Arkansas
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TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan
Product Name: Stop Loss Filing
Project Name/Number: MOO/HMP-SL 710

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	08/05/2010	08/05/2010

SERFF Tracking Number: *HMRK-126728949* *State:* *Arkansas*
Filing Company: *HM Life Insurance Company* *State Tracking Number:* *46269*
Company Tracking Number: *HMP-SL 710*
TOI: *H12 Health - Excess/Stop Loss* *Sub-TOI:* *H12.004 Self-Funded Health Plan*
Product Name: *Stop Loss Filing*
Project Name/Number: *MOO/HMP-SL 710*

Disposition

Disposition Date: 08/05/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: HMRK-126728949 State: Arkansas
 Filing Company: HM Life Insurance Company State Tracking Number: 46269
 Company Tracking Number: HMP-SL 710
 TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan
 Product Name: Stop Loss Filing
 Project Name/Number: MOO/HMP-SL 710

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
Supporting Document	AR Submissioin Letter	Approved-Closed	Yes
Supporting Document	Attachment A	Approved-Closed	Yes
Supporting Document	Red-Lined Policy	Filed-Closed	Yes
Supporting Document	Red- Lined Application	Filed-Closed	Yes
Supporting Document	Red-Lined Personal Health Form	Filed-Closed	Yes
Supporting Document	Red-Lined Sup. Definitions Rider	Filed-Closed	Yes
Supporting Document	Red- Lined Rider HMP-SL 710 AMA	Filed-Closed	Yes
Supporting Document	Red Lined Rider HMP-SL 710 AMD	Filed-Closed	Yes
Supporting Document	Red Lined Rider HMP-SL 710 SA	Filed-Closed	Yes
Supporting Document	Red Lined Rider HMP-SL 710 SDS	Filed-Closed	Yes
Supporting Document	Red Lined Rider HMP-SL 710 TLA	Filed-Closed	Yes
Supporting Document	Red Lined Rider HMP-SL 710 TLAS	Filed-Closed	Yes
Supporting Document	Red Lined Rider HMP-SL 710 TLFA	Filed-Closed	Yes
Supporting Document	Red Lined Rider HMP-SL 710 TLFS	Filed-Closed	Yes
Supporting Document	Red Lined Rider HMP-SL 710 TLS	Filed-Closed	Yes
Supporting Document	Red Lined Rider HM-SRQ	Filed-Closed	Yes
Form	Stop Loss Insurance Policy	Approved-Closed	Yes
Form	Application for Stop Loss Insurance	Approved-Closed	Yes
Form	Select Risk Questionnaire	Approved-Closed	Yes
Form	Personal Health Information	Approved-Closed	Yes
Form	Specific Stop Loss Insurance	Approved-Closed	Yes
Form	Accommodation Benefit Rider		
Form	Aggregate Stop Loss Insurance with Monthly Accommodation Benefit Rider	Approved-Closed	Yes
Form	Family Aggregated Specific Stop Loss Benefit Rider	Approved-Closed	Yes
Form	Terminal Liability for Specific Stop Loss Insurance Benefit Rider	Approved-Closed	Yes
Form	Terminal Liability for Aggregate Stop Loss Insurance Benefit Rider	Approved-Closed	Yes
Form	Terminal Liability for Family Specific Stop Loss Insurance Benefit Rider	Approved-Closed	Yes
Form	Terminal Liability for Family Aggregated		

SERFF Tracking Number: HMRK-126728949 State: Arkansas
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 TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan
 Product Name: Stop Loss Filing
 Project Name/Number: MOO/HMP-SL 710

	Specific Stop Loss Insurance Benefit Rider	Approved-Closed	Yes
Form	Terminal Liability for Aggregated Specific Stop Loss Insurance Benefit Rider	Approved-Closed	Yes
Form	Supplemental Definitions Rider	Approved-Closed	Yes
Form	Step Down Specific Deductible Rider	Approved-Closed	Yes
Form	Amendment Rider	Approved-Closed	Yes

SERFF Tracking Number: HMRK-126728949 State: Arkansas
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 Company Tracking Number: HMP-SL 710
 TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan
 Product Name: Stop Loss Filing
 Project Name/Number: MOO/HMP-SL 710

Form Schedule

Lead Form Number: HMP-SL 710

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 08/05/2010	HMP-SL 710	Policy/Cont ract/Fratern al Certificate	Stop Loss Insurance	Initial		48.000	HMP-SL 710 Policy CLEAN.pdf
Approved-Closed 08/05/2010	HM-SLA 710 (AR)	Application/ Enrollment Form	Application for Stop Loss Insurance	Initial		0.000	HM-SLA 710 [AR] Application CLEAN.pdf
Approved-Closed 08/05/2010	HM-SRQ	Other	Select Risk Questionnaire	Initial		0.000	HM-SRQ Select Risk Questionnaire CLEAN.pdf
Approved-Closed 08/05/2010	HM-PHI	Other	Personal Health Information	Initial		0.000	HM-PHI Personal Health Information CLEAN.pdf
Approved-Closed 08/05/2010	HMP-SL 710-SA	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Specific Stop Loss Insurance Accommodation Benefit Rider	Initial		0.000	HMP-SL 710- SA Specific Accommodati ons Rider CLEAN.pdf
Approved-Closed 08/05/2010	HMP-SL 710-AMA	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Aggregate Stop Loss Insurance with Monthly Accommodation Benefit Rider	Initial		0.000	HMP-SL 710- AMA Aggregate Monthly Accommodati ons Rider CLEAN.pdf
Approved-	HMP-SL	Certificate	Family Aggregated	Initial		0.000	HMP-SL 710-

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<i>Company Tracking Number:</i>	<i>HMP-SL 710</i>		
<i>TOI:</i>	<i>H12 Health - Excess/Stop Loss</i>	<i>Sub-TOI:</i>	<i>H12.004 Self-Funded Health Plan</i>
<i>Product Name:</i>	<i>Stop Loss Filing</i>		
<i>Project Name/Number:</i>	<i>MOO/HMP-SL 710</i>		
Closed 710-FAS 08/05/2010	Amendmen Specific Stop Loss t, Insert Benefit Rider Page, Endorseme nt or Rider		FAS Family Aggregating Specific Rider CLEAN.pdf
Approved- HMP-SL Closed 710-TLS 08/05/2010	Certificate Terminal Liability for Initial Amendmen Specific Stop Loss t, Insert Insurance Benefit Page, Rider Endorseme nt or Rider	0.000	HMP-SL 710- TLS Specific Terminal Liability Rider CLEAN.pdf
Approved- HMP-SL Closed 710-TLA 08/05/2010	Certificate Terminal Liability for Initial Amendmen Aggregate Stop Loss t, Insert Insurance Benefit Page, Rider Endorseme nt or Rider	0.000	HMP-SL 710- TLA Aggregate Termial Liability Rider CLEAN.pdf
Approved- HMP-SL Closed 710-TLFS 08/05/2010	Certificate Terminal Liability for Initial Amendmen Family Specific Stop t, Insert Loss Insurance Page, Benefit Rider Endorseme nt or Rider	0.000	HMP-SL 710- TLFS Family Specific Terminal Liability Rider CLEAN.pdf
Approved- HMP-SL Closed 710-TLFA 08/05/2010	Certificate Terminal Liability for Initial Amendmen Family Aggregated t, Insert Specific Stop Loss Page, Insurance Benefit Endorseme Rider nt or Rider	0.000	HMP-SL 710- TLFA Family Agg Specific Rider CLEAN.pdf
Approved- HMP-SL Closed 710-TLAS 08/05/2010	Certificate Terminal Liability for Initial Amendmen Aggregated Specific t, Insert Stop Loss Insurance Page, Benefit Rider Endorseme nt or Rider	0.000	HMP-SL 710- TLAS Aggregating Specific Terminal Liability Rider CLEAN.pdf
Approved- HMP-SL Closed 710-SUP	Certificate Supplemental Initial Amendmen Definitions Rider	0.000	HMP-SL 710 SUP

<i>SERFF Tracking Number:</i>	<i>HMRK-126728949</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>HM Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>46269</i>
<i>Company Tracking Number:</i>	<i>HMP-SL 710</i>		
<i>TOI:</i>	<i>H12 Health - Excess/Stop Loss</i>	<i>Sub-TOI:</i>	<i>H12.004 Self-Funded Health Plan</i>
<i>Product Name:</i>	<i>Stop Loss Filing</i>		
<i>Project Name/Number:</i>	<i>MOO/HMP-SL 710</i>		
08/05/2010	t, Insert Page, Endorseme nt or Rider		Supplemental Definitions Rider CLEAN.pdf
Approved- Closed 08/05/2010	HMP-SL 710-SDS Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Step Down Specific Deductible Rider Initial	0.000 HMP-SL 710- SDS Step Down Spec Ded Rider CLEAN.pdf
Approved- Closed 08/05/2010	HMP-SL 710-AMD Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Amendment Rider Initial	0.000 HMP-SL 710- AMD Amendment Rider CLEAN.pdf

HM LIFE INSURANCE COMPANY
120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222

Administrative Office: [Mutual of Omaha Plaza, Omaha, Nebraska 68175]

Stop Loss Insurance Policy

Policyholder: []
Policy Number: []
Effective Date: []

HM Life Insurance Company will, subject to the terms of this Policy, pay Stop Loss Benefits to the Policyholder.

This Policy is issued in consideration of the terms, conditions and limitations of this Policy.

This Policy is a legal contract between the Policyholder and HM Life Insurance Company.

This Policy is issued in and is subject to **[SITUS STATE]** law.

HM LIFE INSURANCE COMPANY



President

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SCHEDULE OF INSURANCE

1. **[THIRD PARTY ADMINISTRATOR (TPA): V]**
2. **POLICY PERIOD:** Begins **V** and ends **V**
3. **ELIGIBLE PARTICIPANTS:**
 - (a) [Full-time Employees working at least [V] hours per week; or]
 - (b) [[Active] Employees as described in the Plan; or]
 - (c) [Retirees as described in the Plan [up to age V]; or]
 - (d) [Employees, former Employees and Dependents covered by COBRA, FMLA, USERRA and other continues as described in the Plan;] or
 - (e) [Dependents who are capable of Performing Normal Activities;] or
 - (f) [V.]

4. **[FAMILY] SPECIFIC STOP LOSS BENEFITS:**

- (a) **[Family] Specific Deductible: [\$V]**
- (b) **[Aggregated Specific Deductible: [\$V]**
- (c) **Specific Reimbursement Percentage: [V%]**
- (d) **[Family] Maximum Specific Reimbursement: [\$V]**
- (e) **Specific Benefit Period:**

[The period during which Expenses are incurred from **V** to**V** and Paid from **V** to **V**.

[NOTE: If You replace this Policy with another stop loss policy issued by Us, then the Specific Benefit Period for this Policy will be revised so that Eligible Expenses include only those Expenses incurred from **[DATE]** to **[DATE]** and Paid from **[DATE]** to **[DATE].**]

- (f) Eligible Expenses include only Expenses for the following Plan benefits: [medical,] [short term disability,] [long term disability,] [prescription drug card program,] [dental,] and [vision] benefits.

(g) **Specific Monthly Premium Rates:**

Covered Unit(s)	Premium Rate
[Employee with or without Dependents	\$]
OR	
[Employee [or Retiree]	\$]
[Employee [or Retiree] and one (1) or more Dependents	\$]
OR	
[Employee [or Retiree]	\$]
[Employee [or Retiree] and one (1) Dependent	\$]

[Employee [or Retiree] and two (2) or more Dependents	\$]
OR	
[Employee [or Retiree]	\$]
[Employee [or Retiree] and spouse	\$]
[Employee [or Retiree] and child(ren)	\$]
[Employee [or Retiree], spouse and child(ren)	\$]

5. [AGGREGATE STOP LOSS BENEFITS:]

(a) Monthly Aggregate Deductible Factor:

Covered Unit(s)	Monthly Aggregated Deductible Factor
[Employee [or Retiree] with or without Dependents	\$]
OR	
[Employee [or Retiree]	\$]
[Employee [or Retiree] and one (1) or more Dependents	\$]
OR	
[Employee [or Retiree]	\$]
[Employee [or Retiree] and one (1) Dependent	\$]
[Employee [or Retiree] and two (2) or more Dependents	\$]
OR	
[Employee [or Retiree]	\$]
[Employee [or Retiree] and spouse	\$]
[Employee [or Retiree] and child(ren)	\$]
[Employee [or Retiree], spouse and child(ren)	\$]

(b) Aggregate Reimbursement Percentage: [V%]

(c) Maximum Aggregate Reimbursement: [\$V]

(d) Eligible Expenses include only Expenses for the following Plan benefits: [medical,] [short term disability,] [long term disability,] [prescription drug card program,] [dental,] and [vision] benefits.

(e) Aggregate Benefit Period:

[The period during which Expenses are incurred from **V** to **V** and Paid from **V** to **V**.]

(f) Aggregate Monthly Premium Rates:

Covered Unit(s)	Premium Rate
[Employee [or Retiree] with or without Dependents	\$]
OR	
[Employee [or Retiree]	\$]
[Employee [or Retiree] and one (1) or more Dependents	\$]
OR	
[Employee [or Retiree]	\$]
[Employee [or Retiree] and one (1) Dependent	\$]
[Employee [or Retiree] and two (2) or more Dependents	\$]
OR	
[Employee [or Retiree]	\$]

[Employee [or Retiree] and spouse	\$]
[Employee [or Retiree] and child(ren)	\$]
[Employee [or Retiree], spouse and child(ren)	\$]

6. **[SPECIAL UNDERWRITING TERMS:** The following special underwriting terms apply to all provisions of this Policy:

V]

GENERAL DEFINITIONS

Capitalized terms used in this Policy are used with the meanings assigned to them in this section of the Policy and in the BENEFIT DEFINITIONS section of the Policy.

Administrative Office means, at the time of the delivery of this Policy, the office located at the address shown on the cover page of this Policy. Upon any relocation of Our Administrative Office, Administrative Office will mean the office located at such changed address.

COBRA means the Consolidated Omnibus Budget Reconciliation Act, as amended.

Covered Unit means a category of Eligible Participants under the Plan. The Covered Unit(s) for this Policy are shown in the Schedule of Insurance.

[Dependent means a person who is an Eligible Participant and is an Employee's:

- (a) lawful spouse;
- (b) child who is:
 - (1) natural-born;
 - (2) legally adopted;
 - (3) a stepchild living in the Employee's home; or
- (c) child:
 - (1) being raised as the Employee's own child;
 - (2) who is living in the Employee's home and chiefly dependent on the Employee for support; and
 - (3) for whom the Employee has full parental responsibility and control.]

Effective Date means the date shown as the "Effective Date" on the cover page of this Policy.

Eligible Expense means any amount which is:

- (a) an Expense as defined herein; and
- (b) not excluded in the Exclusions section of this Policy.

Eligible Participant means any person included in the "Eligible Participants" section of the Schedule of Insurance and who is enrolled in and entitled to receive benefits under the Plan while this Policy is in force, except as otherwise excluded in the Schedule of Insurance.

Employee means any person who is an employee of the Policyholder and is an Eligible Participant.

ERISA means the Employee Retirement Income Security Act of 1974, as amended.

Designated Representative means any person authorized by Us in writing, or in accordance with Our current business practices, to act on behalf HM Life Insurance Company.

Expense means any amount Paid by You, or Your TPA on Your behalf, for Treatment of an Eligible Participant in accordance with the terms of the Plan. Expense also includes fees Paid by You, or Your TPA on Your behalf, for services that reduce or control Expenses (e.g. large case management, hospital audit, transplant network access, and/or claim negotiation services), subject to any limitations set forth in the Exclusions section of this Policy. An Expense is considered incurred on the date Treatment is received by the Eligible Participant.

FMLA means the Family Medical Leave Act, as amended.

Home Office means, at the time of the delivery of this Policy, Our offices located at the address shown on the cover page of this Policy. Upon any relocation of Our Home Office, Home Office will mean the offices located at such changed address.

Medical Management Vendor means a third party hired by You to reduce or control the cost of Treatment provided to Eligible Participants.

Our, We, Us means HM Life Insurance Company.

[Pay, Paid, Payment means a claim for Plan benefits has been processed.]

[Pay, Paid, Payment means a draft or check for Plan benefits has been issued.]

Performing Normal Activities means the ability of a person to physically or mentally perform all of the usual and customary duties and activities of a person of the same age and sex who is in good health. In no event will an individual be considered performing normal activities if he/she is:

- (a) confined to a hospital or other health care facility;
- (b) confined at home due to an injury or sickness; or
- (c) confined elsewhere due to an injury or sickness.

Plan means Your self-funded employee benefit plan established to provide benefits to Eligible Participants as described in Your plan document.

Plan Administrator means the person or organization designated as the administrator for Your Plan [in accordance with the requirements of ERISA].

Policy means this stop loss policy issued by Us to the Policyholder.

Policyholder means the organization identified as the "Policyholder" on the cover page of this Policy.

Policy Period means the period shown as the "Policy Period" in the Schedule of Insurance.

Prior Stop Loss Policy means any stop loss policy We issued to You that was in effect on the day prior to the Effective Date.

[Retiree means a former employee of the Policyholder who is an Eligible Participant.]

Select Risk Questionnaire means Our form, and any attachments or supplements thereto, that is completed and signed by You, or an authorized employee, agent or representative acting on Your behalf, and used to provide Us with certain information We require to underwrite the Policy.

Third Party Administrator or **TPA** means the party identified as the “Third Party Administrator (TPA)” in the Schedule of Insurance.

Treatment means any treatment, procedure, service, device, supply or drug.

USERRA means the Uniformed Services Employment and Reemployment Rights Act, as amended.

Written Request means a request, in writing, signed by You, dated, and submitted to Our Administrative Office. The request must be on a form We supply or be in form and content acceptable to Us.

You, Your means the Policyholder.

BENEFIT DEFINITIONS

Capitalized terms used in this Policy are used with the meanings assigned to them in this section of the Policy and in the GENERAL DEFINITIONS section of the Policy.

[Aggregate Benefit Period means the period shown as the “Aggregate Benefit Period” in the Schedule of Insurance.]

[Aggregate Reimbursement Percentage means the percentage shown as the “Aggregate Reimbursement Percentage” in the Schedule of Insurance.]

[Aggregate Stop Loss Benefit means the benefit described in the Aggregate Stop Loss Benefits section of this Policy.]

[Aggregated Specific Deductible means the amount shown as the “Aggregated Specific Deductible” in the Schedule of Insurance.]

[Annual Aggregate Deductible means an amount equal to the greater of:

- (a) The Minimum Annual Aggregate Deductible; or
- (b) The sum of the Monthly Aggregate Deductibles for each month of the Policy Period.]

[Family Maximum Specific Reimbursement means the amount shown as the “Family Maximum Specific Reimbursement” in the Schedule of Insurance.]

[Family Specific Deductible means the amount shown as the “Family Specific Deductible” in the Schedule of Insurance.]

[Family Specific Stop Loss Benefit means the benefit described in the Family Specific Stop Loss Benefits section of this Policy.]

[Family Unit means a group consisting of an Employee and the Dependents of such Employee.]

[Maximum Aggregate Reimbursement means the amount shown as the “Maximum Aggregate Reimbursement” in the Schedule of Insurance.]

[Maximum Specific Reimbursement means the amount shown as the “Maximum Specific Reimbursement” in the Schedule of Insurance.]

[Minimum Annual Aggregate Deductible means [the Monthly Aggregate Deductible for the first month of the Policy Period multiplied by the total number of months in the Policy Period.] or [**\$V.**]

[Minimum Monthly Aggregate Deductible means the Monthly Aggregate Deductible for the first month of the Policy Period.]

[Monthly Aggregate Deductible for any month means an amount equal to the sum of the Monthly Aggregate Deductible Factors for all Covered Units on the first day of such month.]

[Monthly Aggregate Deductible Factor means the amount shown as the “Monthly Aggregate Deductible Factor” in the Schedule of Insurance.]

[Specific Benefit Period means the period shown as the “Specific Benefit Period” in the Schedule of Insurance.]

[Specific Deductible means the amount shown as the “Specific Deductible” in the Schedule of Insurance.]

[Specific Reimbursement Percentage means the percentage shown as the “Specific Reimbursement Percentage” in the Schedule of Insurance.]

[Specific Stop Loss Benefit means the benefit described in the Specific Stop Loss Benefits section of this Policy.]

Stop Loss Benefits means [the Specific Stop Loss Benefit,] [the Family Specific Stop Loss Benefit] [and] [the Aggregate Stop Loss Benefit].

EXCLUSIONS

Eligible Expenses do not include:

- (a) [Any Payment by You or Your TPA that is not an Expense;]
- (b) [Any Expenses in excess of the amount payable by Us in accordance with the Special Underwriting Terms in the Schedule of Insurance;]
- (c) [Expenses for Treatment which is not Medically Necessary;]
- (d) [Expenses for Experimental Service or Supply;]
- (e) [Expenses in excess of the Maximum Allowable Amount;]
- (f) [Expenses for body organ transplants;]
- (g) [Expenses for the Treatment of or relating to mental and nervous disorders;]
- (h) [Expenses for the Treatment of or relating to alcohol, drug or substance abuse;]
- (i) [Expenses for **V**;]
- (j) [Expenses which are not incurred during the Specific Benefit Period;]
- (k) [Expenses which are not Paid by You or Your TPA during the Specific Benefit Period;]
- (l) [Expenses for Eligible Participants not reported by You, or Your employee, agent or representative on Your behalf, on the Select Risk Questionnaire, unless such Eligible Participants are approved by Us in writing;]

- (m) [Fees for services that reduce or control Expenses (e.g., hospital audit, transplant network access, and/or claim negotiation services) in excess of [30%] [range is 1%-100%] of claims savings resulting from a Medical Management Vendor's or other party's services;]
- (n) [Fees for large case management and other cost containment services by a Medical Management Vendor or any other party exceeding [\$125.00][range is \$1.00-\$500.00] per hour;]
- (o) [Fees for services of Your TPA or any other party providing services to You or the Plan including, without limitation, subrogation recording fees, unless approved in writing by Us.]
- (p) [Health care provider network access fees;]
- (q) [The excess amount of Expenses You or Your TPA Paid as a result of Your or Your TPA's failure to receive monetary discounts due to untimely Payment of claims to providers;]
- (r) [Expenses for Eligible Participants (i) whose coverage under COBRA is continued beyond the timeframes specified by federal law for any reason including Your or Your TPA's clerical error; (ii) who do not receive a valid notice of COBRA continuation election rights within the 30 days immediately following a COBRA qualifying event; (iii) who fail to make a valid, signed COBRA election within the 60 days immediately following the receipt of notice of COBRA election rights from You or a party designated by You; or (iv) who fail to remit COBRA premium within the period specified by federal law. Upon request, You will provide us with written documentation relating to the Expenses described in this subsection;]
- (s) [Expenses which You may not be required to Pay under any coordination of benefits or non-duplication of benefits provision of the Plan;]
- (t) [Expenses which constitute exemplary, extra-contractual, compensatory or punitive damages or liabilities, including but not limited to those resulting from the negligence, intentional misconduct, fraud, bad faith or strict liability of You or Your agents, employees or representatives, including, without limitation, Your TPA;]
- (u) [Expenses related to any settlement or litigation costs;]
- (v) [Expenses arising out of, or resulting from, or related to a declared or undeclared war, civil war, warlike action, insurrection, rebellion, or usurped power, or any action taken by a military force or government using military personnel to defend against any of the foregoing events;]
- (w) [Expenses arising out of, or resulting from, or related to a nuclear accident or disaster;]
- (x) [Expenses related to any occupational sickness or an injury sustained in the scope of and in the course of employment whether or not benefits are or could be provided under workers' compensation;]
- (y) [Expenses arising out of, or resulting from, or related to the commission of, or attempted commission of, a felony, or participation in a riot;]
- (z) [Expenses arising out of, or resulting from, or related to an Eligible Participant's detention or incarceration in a jail, penitentiary, correctional facility or correctional hospital;]
- (aa) [Expenses arising out of, or resulting from, or related to the illegal use of a controlled substance and/or alcohol;]

- (bb) [Expenses for Treatment arising out of, or resulting from, or related to active duty or training in the Armed Forces, National Guard or Reserves of any state or country;]
- (cc) [Expenses for which You received specific stop loss insurance reimbursement from Us for a period prior to the Policy Period, but for which Plan benefits were not issued until this Policy Period;]
- (dd) [Payments for individuals who are not entitled to Plan benefits because they have not satisfied all eligibility or other applicable Plan provisions;]
- (ee) [Payments for individuals who are not entitled to Plan benefits due to applicable Plan exclusions or limitations;]
- (ff) [Expenses for which you fail to appeal Our claim determination in accordance with the "Appeal of Claim Determination" section of this Policy;]
- (gg) [Expenses for an Eligible Participant specifically excluded in the Special Underwriting Terms in the Schedule of Insurance.]

[SPECIFIC STOP LOSS BENEFITS

The Specific Stop Loss Benefit for an Eligible Participant equals:

1. The Eligible Expenses for such Eligible Participant, minus
 2. The Specific Deductible, [minus
 3. The unsatisfied portion of the Aggregated Specific Deductible,]
- multiplied by the Specific Reimbursement Percentage.

The Specific Stop Loss Benefit will not exceed the Maximum Specific Reimbursement.

[In addition to the Specific Deductible, the Aggregated Specific Deductible must be satisfied before a Specific Stop Loss Benefit is payable. The Aggregated Specific Deductible is satisfied by applying toward the Aggregated Specific Deductible any Eligible Expenses that exceed the Specific Deductible for one or more Eligible Participants. Once the Aggregated Specific Deductible is satisfied, any subsequent claims for Specific Stop Loss Benefits will not be reduced by the Aggregated Specific Deductible.]

[Eligible Expenses used to satisfy the Aggregated Specific Deductible may not be used to satisfy the Annual Aggregate Deductible and will not be eligible for payment as an Aggregate Stop Loss Benefit.]

If this Policy terminates during the Policy Period, the Specific Deductible will be determined as if this Policy had remained in effect for the full Policy Period. [Plan benefits Paid after the Policy termination date are not Eligible Expenses.][Plan benefits Paid after the Effective Date, but before the [90th][range is 15-180] day following the Policy termination date, for Expenses incurred on or after the Effective Date, but prior to the Policy termination date, are Eligible Expenses.]]

[FAMILY SPECIFIC STOP LOSS BENEFITS

The Family Specific Stop Loss Benefit for any Family Unit for the Policy Period equals:

1. The Eligible Expenses for such Family Unit, minus
 2. The Family Specific Deductible, [minus
 3. The unsatisfied portion of the Aggregated Specific Deductible,]
- multiplied by the Specific Reimbursement Percentage.

The Family Specific Stop Loss Benefit will not exceed the Family Maximum Specific Reimbursement.

[In addition to the Family Specific Deductible, the Aggregated Specific Deductible must be satisfied before a Specific Stop Loss Benefit is payable. The Aggregated Specific Deductible is satisfied by applying toward the Aggregated Specific Deductible any Eligible Expenses that exceed the Family Specific Deductible for a Family Unit. Once the Aggregated Specific Deductible is satisfied, any subsequent claims for Family Specific Stop Loss Benefits will not be reduced by the Aggregated Specific Deductible.]

[Eligible Expenses used to satisfy the Aggregated Specific Deductible may not be used to satisfy the Annual Aggregate Deductible and will not be eligible for payment as an Aggregate Stop Loss Benefit.]

If this Policy terminates during the Policy Period, the Family Specific Deductible will be determined as if this Policy had remained in effect for the full Policy Period. [Plan benefits Paid after the Policy termination date are not Eligible Expenses.] [Plan benefits Paid after the Effective Date, but before the [90th][range is 15-180] day following the Policy termination date, for Expenses incurred on or after the Effective Date and prior to the Policy termination date, are Eligible Expenses.]]

[AGGREGATE STOP LOSS BENEFITS

The Aggregate Stop Loss Benefit equals:

1. The Eligible Expenses for all Covered Units, minus
 2. The Annual Aggregate Deductible, minus
 3. Any previous Aggregate Stop Loss Benefits paid to You during the Policy Period, minus
 4. Any previous [Family] Specific Stop Loss Benefits paid during the Policy Period,
- multiplied by the Aggregate Reimbursement Percentage.

The Aggregate Stop Loss Benefit will not exceed the Maximum Aggregate Reimbursement.

If this Policy terminates during the Policy Period, the Annual Aggregate Deductible will be deemed unsatisfied and We will not be liable for the payment of any Aggregate Stop Loss Benefits.]]

CLAIM PROVISIONS

[Claims for Specific Stop Loss Benefits

Written proof of claim must be provided to Us at Our Administrative Office as soon as reasonably possible after the Specific Deductible for an Eligible Participant has been satisfied. Notwithstanding the previous sentence, proof of claim may not be provided to Us later than [90] [range is 0-180] days after the end of the Specific Benefit Period. Written proof of claim must be in a form satisfactory to Us and include any information We may require to fulfill Our obligations under the Policy or to enforce or pursue any of Our rights under the Policy.]

[Claims for Family Specific Stop Loss Benefits

Written proof of claim must be provided to Us at Our Administrative Office as soon as reasonably possible after the Family Specific Deductible for a Family Unit has been satisfied. Notwithstanding the previous sentence, proof of claim may not be provided later than [90] [range is 0-180] days after the end of the Specific Benefit Period. Written proof of claim must be in a form satisfactory to Us and include any information We may require to fulfill Our obligations under the Policy or to enforce or pursue any of Our rights under the Policy.]

[Claims for Aggregate Stop Loss Benefits

Written proof of claim must be provided to Us at Our Administrative Office no later than [90] [range is 0-180] days after the end of the Aggregate Benefit Period. Written proof of claim must be in a form satisfactory to Us and include any information We may require to fulfill Our obligations under the Policy or to enforce or pursue any of Our rights under the Policy.]

Payment of Stop Loss Benefits

All Stop Loss Benefits due under this Policy will be paid to You or to Your TPA on Your behalf.

Appeal of Claim Determination

You may appeal any claim determination made by Us under this Policy by submitting a written appeal to Us at Our Administrative Office within [[180] [range is 30-365] days from the date We send written notification of Our determination. Your appeal must state the basis of Your disagreement with Our determination and include all documentation and information supporting Your appeal that has not been previously provided to Us.

GENERAL PROVISIONS

Plan Changes

You must notify Us in writing at Our Administrative Office at least [31] [range is 0-90] days prior to the effective date of any change in or to the Plan or Your TPA. Prior written approval from a Designated Representative is required before We will pay Stop Loss Benefits in accordance with such changes. If prior written approval has not been obtained from a Designated Representative, We will pay Stop Loss Benefits as if such changes had not occurred. We reserve the right to terminate this Policy as of the effective date of any such change.

Policy Amendments

No change in this Policy, or waiver of any of its provisions, will be valid unless such change or waiver is in writing and agreed to by a Designated Representative. No agent, broker or TPA has authority to change this Policy or waive any of its provisions.

Assignment

You may not assign this Policy or any of Your rights or obligations under this Policy.

Audit

We have the right to inspect, copy and audit any and all of Your books, records and procedures, and those of Your TPA and any other party, that relate to any claim made by You under this Policy. We have the right to require documentation from You or Your TPA that demonstrates that You or Your TPA Paid an Eligible Expense and that the Payment was made in accordance with the terms of Your Plan. We reserve the right to employ a third party, at Our expense, to assist Us with any audit.

Compliance with Law

We reserve the right to make any change to the provisions of this Policy to comply with, or give You the benefit of, any federal or state statute, rule, or regulation.

[Cost Containment

You agree to utilize the services of a Medical Management Vendor to implement a cost containment program to manage claims made under the Plan. If You do not have a Medical Management Vendor, upon Written Request, a list of potential Medical Management Vendors will be provided to You. If You fail to utilize the services of a Medical Management Vendor to implement a cost containment program, We may, at Our sole discretion, reduce the Specific Reimbursement Percentage by [10] [range is 1 to 100].]

Entire Contract

This Policy, along with any attachments, riders, endorsements or amendments, and the application and Select Risk Questionnaire, constitutes the entire contract of insurance between You and Us.

Examination of Records

Your books, records and procedures relating to the Plan or this Policy (and those of Your agents, employees and representatives, including, without limitation, Your TPA) will be open to inspection by Our employees and/or representatives during Your or any agent's, employee's or representative's regular business hours.

Statements in the Application

All statements, in the absence of fraud, made by any applicant or applicants shall be deemed representations not warranties.

No ERISA Liability

Under no circumstance will We accept responsibility as an "administrator" or be deemed a "fiduciary" under ERISA with respect to Your Plan.

Misrepresentations and Omissions

We have relied upon information, including, without limitation, the Select Risk Questionnaire and Your application, provided by You or Your agents, employees or representatives, in the issuance of this Policy. If We determine that You or Your agent, employee or representative provided erroneous or inaccurate information, failed to disclose complete information, or misstated, omitted, concealed or misrepresented any material fact or circumstance concerning this Policy or the Plan,

including any information that You, or Your employee, agent or representative, were required to disclose to Us on Your application or the Select Risk Questionnaire, or there was fraud by You or Your agent, employee or representative relating to this Policy, We may at Our sole discretion:

- (a) deny Stop Loss Benefits, notwithstanding any other provision of this Policy;
- (b) revise the terms or conditions of this Policy, including, without limitation, the premium rates or deductibles; or
- (c) rescind or terminate this Policy.

Notice

For the purpose of any notice required from Us under the terms of this Policy:

- (a) notice to Your employee, agent or representative shall be considered notice to You; and
- (b) notice to You shall be considered notice to Your employee, agent or representative.

Responsibility for Your TPA

You are solely responsible for the actions of Your Plan Administrator and any of Your agents, employees and representatives including, without limitation, Your TPA. In performing duties and obligations assigned to You under this Policy, Your TPA acts on Your behalf as your agent, not on Our behalf. Your TPA is not Our agent. We are not responsible for any compensation owed to, or claimed by, Your TPA or other agents or representatives for services provided to, or on behalf of, You or Your Plan. This Policy does not make Us a party to any agreement between You and Your TPA, nor does it make Your TPA a party to or a third party beneficiary of this Policy.

The parties to this Policy are You and Us. This Policy does not create any right or legal relationship between Us and the Plan or between Us and Your TPA, or between Us and any Eligible Participant. We have no responsibility or obligation to directly reimburse the Plan, any Eligible Participant or any health care provider for benefits provided under the Plan.

Severability

In the event that a court of competent jurisdiction invalidates any provision of this Policy, all remaining provisions of this Policy shall continue in full force and effect.

Recoupment

We have the right to recoup from any Stop Loss Benefits payable to You under this Policy any premium or any other amount You owe to Us that has not been paid. Our right of recoupment does not affect termination of the Policy for non-payment of premium under the Termination section of this Policy.

Legal Actions

No legal action to recover any reimbursement under this Policy may be brought earlier than 60 days after the date written claim for reimbursement has been given to Us. No legal action may be brought more than [2] [2-5] years after the date any Expense has been incurred for which reimbursement is claimed.

DUTIES OF THE POLICYHOLDER

Use of Your TPA

You may retain the TPA to act as Your agent in performing any or all of Your duties and obligations described in this Policy. Upon Our prior written approval, You may elect to replace the TPA with another third party administrator. If the TPA is replaced with another third party administrator, We will provide You with a new Schedule of Insurance showing the new third party administrator as the TPA. Any third party administrator shall be retained and compensated by You and shall not be considered Our agent or representative. You will require Your TPA to be subject to and agree to the duties and obligations described in this Policy. Failure of Your TPA to perform any of Your duties and obligations described in this Policy shall not relieve You of responsibility for such duties and obligations.

Payment of Plan Benefits

You agree to promptly investigate, audit and Pay all benefits under the Plan and defend any claim made, suit brought or proceeding instituted against You or the Plan relating to payment or non-payment of Plan benefits.

You agree to maintain and make available at all times such information as We may reasonably require to reimburse Eligible Expenses.

You agree to Pay all Plan benefits within [31] [range is 1-60] days of receiving adequate proof. If You fail to Pay Plan benefits within the [31] [range is 1-60] day time limit, We may determine that such Plan benefits are not Eligible Expenses and may terminate this Policy.

Reporting Requirements

You, or Your TPA on Your behalf, are required to provide Us with written notice of any potential [Family] Specific Stop Loss Benefit claim within [31] [range is 1-60] days of the date:

- (a) Eligible Expenses for an Eligible Participant have reached or are expected to reach [50%] [25%-75%] of the [Family] Specific Deductible; and
- (b) You or Your TPA are notified that an Eligible Participant has been diagnosed with, or treated for, a serious injury or illness, including, without limitation, those diagnoses identified on the Select Risk Questionnaire.

In addition to the notice described above, You, or Your TPA on Your behalf, are required to provide reports to Us as described below. If You, or Your TPA on Your behalf, do not provide the reports, or do not provide them on a timely basis, We reserve the right to take whatever action We could have taken if the reports had been provided when required. Such action may include, but is not limited to, the right to revise premium rates, deductibles, and deductible factors, and to do so retroactive to the first day of the Policy Period.

[You are required to prepare and submit to Us by the end of each month a report for the previous month showing:

- (a) the total Expenses for all Eligible Participants during each month of the Policy Period;
- (b) the total number of Covered Units during each month of the Policy Period; and
- (c) all Eligible Expenses that You voided or for which You received a refund, recovery or other reimbursement.]

Upon Our request, You agree to provide a report showing Covered Units by city, state, and zip code of primary residence and any other pertinent data regarding Eligible Participants.

You must provide a report to Us with each monthly premium payment that lists the total number of Covered Units on the first day of such month and the calculation of premium for such month. Any submission of incorrect premium or number of Covered Units must be reported to Us no later than [60] days after the Policy Period ends.

Any notice or report described in this section of the Policy must be on a form We supply to You or to Your TPA on Your behalf or be in form and content acceptable to Us.

Refund of Overpayment

You agree to repay Us for any amounts that We have overpaid You under this Policy. You also agree to repay Us for any voided Payments or any refunds or other recoveries received by You or the Plan related to a Payment if You have previously received any Stop Loss Benefits from Us for such Payments under this Policy or a Prior Stop Loss Policy. You shall repay Us within [45] [range is 30-90] days after You discover an overpayment, receive a refund or recovery or void any Payment, regardless of whether this Policy is in effect on the date You discover the overpayment, receive a refund or recovery or void a Payment.

The amount You must repay Us shall not exceed the amount of the Eligible Expenses. You also agree to refund to Us or repay Us other amounts due to Us as described in any riders or any other provisions of this Policy or a Prior Stop Loss Policy.

If You fail to repay or refund to Us within [45] [range is 30-90] days, or within the time period specified in any rider or other provision of this Policy or the Prior Stop Loss Policy:

- (a) We will assess a late payment equal to [2%] [range is 1%-5%] of the remaining amounts due, which will be added to the amount due each month until such amount is finally repaid; and
- (b) You will be liable for all expenses We incur, including attorneys' fees, as a result of Our collection efforts.

Upon Our request, You agree to prepare and submit to Us a report of any voided Payments or any refunds or other recoveries received by You. We will only request this report for voided Payments or any refunds or other recoveries that relate to Stop Loss Benefits paid by Us under this Policy or a Prior Stop Loss Policy.

We have preference over all other claimants for the repayment or refund of any amount due.

Records

You, or Your TPA on Your behalf, shall maintain complete and accurate books and records relating to the Plan and this Policy during the Policy Period and for seven (7) years after termination of this Policy.

Plan Document

You agree to provide Us with a copy of Your Plan document, and any changes, revisions or amendments thereto, describing the terms and conditions of Your Plan.

Use of General Assets

You agree to pay premiums for this Policy solely from Your general assets. Neither Plan assets nor employee contributions shall be used to fund premium payments.

SUBROGATION AND REIMBURSEMENT

You may have a subrogation or other right of recovery from third parties for Expenses. If We have paid Stop Loss Benefits to You for Eligible Expenses which are later recovered from a third party, You will repay Us to the extent of such Stop Loss Benefits, regardless of whether this Policy is in force on the date of recovery. You or Your TPA shall notify Us of, and account to Us for, all amounts recovered from third parties. Our rights hereunder shall constitute, impress and impose both a trust and first priority lien against any proceeds of any recovery obtained by You from a third party.

If You or Your TPA fail to pursue any action against a third party for recovery of Eligible Expenses, as determined by Us at Our sole discretion, and We have paid or are obligated to pay Stop Loss Benefits to You for such Eligible Expenses, We will be subrogated to all of Your rights to make recoveries for such Eligible Expenses, including without limitation, the right to bring an action to enforce Your rights. You will fully cooperate with Us and do all things necessary and required for Us to pursue any action to recover against the third party. We may contract with a third party to pursue any recovery action on Our behalf.

Any amounts recovered by You, Your TPA or Us shall be distributed as follows, regardless of whether You or the Plan have fully recovered the Expenses or have otherwise been made whole:

- (a) first, an amount payable to Us to reimburse Us for expenses and fees that We incur in pursuing any recovery action, including, without limitation, attorneys' fees and fees of any third party retained by Us to pursue a recovery action on Our behalf. Such expenses and fees will be shared between You and Us in the same proportion as any funds recovered and distributed between You and Us in accordance with subsections (b) and (c) of this provision;
- (b) second, an amount payable to Us for reimbursement of any payments made by Us under this Policy or for reimbursement of any amount for which We are obligated to pay You under the terms of this Policy. Any reimbursement to Us shall not be reduced by Your or Your TPA's attorneys' fees, unless We have agreed in writing to such reduction in advance of any such attorney's engagement; and
- (c) finally, the remaining amount, if any, shall be distributed to, or retained by, You.

PREMIUM PAYMENTS

Premium Payments

Premiums for this Policy shall be paid to Us at Our Administrative Office or other location designated by Us. The first premium is due the first day of the Policy Period. Subsequent premium payments are due the first day of each month thereafter during the Policy Period.

If this Policy terminates for any reason, You are liable for all premiums due to the date of termination.

Premium Amount

The premium for this Policy will be calculated on the basis of the premium rates shown in the Schedule of Insurance. Premium due each month will be equal to the amount obtained by multiplying each premium rate shown in the Schedule of Insurance by the corresponding number of Covered Units for that premium rate category on the first day of each month.

Grace Period

A grace period of [31][range 15-60] days will be allowed for the payment of premium due after the first premium has been paid. This Policy will continue in force during the grace period if premium is paid before the end of the grace period. If a premium is not paid before the end of the grace period, this Policy will terminate, without notice to You, on the premium due date for the unpaid premium.

Right to Recalculate

We may, at Our sole discretion, recalculate any premium rates, Monthly Aggregate Deductible Factors, or Policy deductibles upon the occurrence of any one of the following events:

- (a) Your Plan or this Policy is modified or amended, including, but not limited to, any modification or amendment that is required by federal or state statute, rule or regulation;
- (b) You add or eliminate a subsidiary, affiliated company or division;
- (c) the total number of Covered Units increases or decreases more than [10%] [range is 5%-25%] compared to the total number of Covered Units on the Effective Date; or
- (d) the total number of Covered Units is less than [50].

Any right to recalculate exercised under this section may be made retroactive to the Effective Date at Our election. Any recalculation will be made in accordance with Our underwriting practices in effect on the Effective Date. The right to recalculate shall survive the termination of this Policy.

In addition, We reserve the right to recalculate premium rates if and when premium taxes or other charges assessed against Us by any governmental authority increase. We may exercise such right upon at least [31-180] days prior written notice to You. We may, at Our sole discretion, bill You directly for premium taxes or other charges assessed against Us by any governmental authority, rather than recalculating the premium rates. Such amount is due no later than [60] [range is 30-60] days following the date We send Our invoice to You.

[We reserve the right to retroactively adjust Monthly Aggregate Deductible Factors for the entire Policy Period if average monthly Eligible Expenses for the first [10] [range is 6-12] months of the policy period in a Prior Stop Loss Policy are at least [10%] [range is 5-25%] lower than the average monthly Eligible Expenses for the [2] [range is 1-6] months immediately prior to the Effective Date.]

TERMINATION

Optional Termination by Policyholder

Upon Written Request, You may terminate this Policy. Termination will occur on the date specified by You in writing for termination. If no date is specified, termination will occur on the date the Written Request is received by Us at Our Administrative Office.

Automatic Termination

This Policy will automatically terminate on the earliest of the occurrence of any of the following events as of the date specified:

- (a) the date the Plan terminates;
- (b) the date You dissolve, suspend active business operations, or are placed in bankruptcy or receivership;

- (c) [30] [range is 30-90] days following notice to You of a change in any Policy deductible, Monthly Aggregate Deductible Factor, or premium rate and the failure by Us to receive written acceptance from You of such changes;
- (d) the premium due date if premium has not been paid by the end of the grace period; or
- (e) the end of the Policy Period.

Optional Termination by Us

At Our option, this Policy may be terminated by Us upon the occurrence of any of the following events as of the date specified:

- (a) the date We determine that You have failed to fund the benefits provided by the Plan;
- (b) the date We determine that You or Your TPA have failed to make a Payment in accordance with the provisions of the "Payment of Plan Benefits" section of this Policy;
- (c) the date We determine the number of Covered Units is less than [50];
- (d) [30] [range 30-90] days following notice to You that You or Your TPA have failed to perform any of the duties described in this Policy; or
- (e) the date any administrative services agreement between You and Your TPA terminates or is assigned, amended, modified or revised without Our prior written consent.

Other Termination Rights

We may also terminate this Policy in accordance with the "Plan Changes" provision of the "General Provisions" section of this Policy, the "Payment of Plan Benefits" provision in the "Duties of The Policyholder" section of this Policy and in accordance with any termination rights set forth in any rider to this Policy.

Effect of Termination

We will not refund any premiums paid by You in the event this Policy terminates. [However, if this Policy is rescinded by Us, all premiums received for the Policy Period will be refunded to You, less the amount of any claims that were paid by Us.]

REINSTATEMENT

If this Policy terminates for any reason, We may, at Our sole discretion, agree to reinstate it as of the date of termination. Such agreement must be in writing and executed by a Designated Representative. Reinstatement may, at Our sole discretion, be subject to any written conditions We may impose, including, but not limited to, payment of all premiums due to Us.

APPLICATION FOR STOP LOSS INSURANCE

1. UNDERWRITING COMPANY

Application for stop loss insurance is hereby made to:
HM LIFE INSURANCE COMPANY (the "Underwriting
Company")

Administrative Office: Mutual of Omaha Plaza, Omaha, NE
68175

<p>For Administrative Office Use Only</p> <p>POLICY NUMBER ASSIGNED</p> <p>_____</p>

2. APPLICANT INFORMATION

Full legal name of Applicant: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: (____) _____ - _____

3. REQUESTED COVERAGE(S)

The Applicant applies for the following stop loss insurance with the following terms and conditions:

4. FINANCIAL CONDITION

Within the last five (5) years, has the Applicant remained continually Solvent? Yes No

Does the Applicant reasonably expect to be Solvent within the next 12 months? Yes No

If No to either question, please give details. _____

Solvent means (a) not filing or having filed against it a voluntary or involuntary petition in any bankruptcy, insolvency, reorganization or similar proceeding; (b) not making an assignment for the benefit of creditors; (c) the ability to pay debts as they become due; (d) not having a trustee, receiver or other custodian appointed for it or any substantial portion of its assets; (e) not suspending or substantially reducing business; or (f) not commencing any dissolution or liquidation proceeding.

5. REQUESTED EFFECTIVE DATE: _____

6. **THIS APPLICATION IS SUBMITTED WITH THE FOLLOWING ADVANCE PAYMENT:** \$ _____

7. **REPRESENTATIONS AND AGREEMENT**

The Applicant represents that the information in this Application and the Underwriting Company's Select Risk Questionnaire has been reviewed and is true, correct and complete. The Applicant also represents that no employee contributions or plan assets shall be used to pay premium or otherwise fund stop loss coverage.

The Applicant understands and agrees that:

- A. The Underwriting Company will rely upon the answers, statements and any misstatements or omissions of information that are made on this Application and the Special Risk Questionnaire in the issuance of any stop loss policy. If the Underwriting Company determines that the Applicant, or its agent, employee or representative, provided erroneous or inaccurate information, failed to disclose complete information, or misstated, omitted, concealed or misrepresented any information required to be disclosed on this Application or the Select Risk Questionnaire, or that there was fraud by the Applicant or its agent, employee or representative related to any stop loss policy issued by the Underwriting Company, the Underwriting Company may at its sole discretion:
- (1) deny stop loss benefits;
 - (2) revise the terms or conditions of the stop loss policy, including, without limitation, the premium rates or deductibles; or
 - (3) rescind or terminate the stop loss policy.
- B. If this Application is approved by a designated representative of the Underwriting ("Designated Representative") at the Underwriting Company's Administrative Office, the Underwriting Company will issue a stop loss policy with insurance coverage to become effective on the requested effective date or on another date agreed upon by the Applicant and the Underwriting Company. If this Application is not approved by Designated Representative at the Administrative Office of the Underwriting Company, no coverage shall be in effect at any time and any advance payment will be returned to the Applicant.
- C. If this Application is approved by a Designated Representative at the Underwriting Company's Administrative Office, it will be attached to and made a part of the stop loss policy and any renewal of the policy.
- D. Receipt of the stop loss policy or any renewed policy, and payment of any subsequent premium for the policy or any renewed policy, will constitute the Applicant's acceptance of the provisions of the policy or the renewed policy.
- E. Stop loss reimbursements shall not be used to fund plan benefits nor shall stop loss insurance be considered an asset of the Applicant's plan.
- F. Deposit of any advance premium by the Underwriting Company does not constitute an approval or acceptance of this Application if this Application has not been approved by a Designated Representative at the Administrative Office of the Underwriting Company. If issuance of the policy is not approved, the advance premium will be refunded regardless of whether or not it was deposited.

For Applicant:

Printed Name of Authorized Representative of Applicant: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

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

FRAUD NOTICE

[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 act, which is a crime and subjects such person to criminal and civil penalties.]

[Arkansas/Kentucky/Louisiana/New Mexico/Ohio/Tennessee: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.]

[District of Columbia: WARNING: It is a crime to provide false or misleading to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.]

[Pennsylvania: 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.]

[Georgia/Oregon: 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 maybe crime and may subject such person to criminal and civic penalties.]

[Kansas: 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 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 as determined by a court of law.]

[Maryland: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

[New Jersey: Any person who includes any false or misleading information on an application for insurance policy is subject to criminal and civil penalties.]

FOR Administrative OFFICE USE ONLY

Application is approved: []

Application is not approved: []

Printed Name of Designated Representative of Underwriting Company: _____

Signature of Designated Representative of Underwriting Company: _____

Date: _____

**HM Life Insurance Company "the Company"
Select Risk Questionnaire for Stop Loss Insurance**

Name of Applicant: _____ Requested Effective Date: _____ Proposed Specific Deductible: \$ _____

This Select Risk Questionnaire ("Questionnaire") must be completed and returned to the Company by the Applicant no earlier than [30] [range 0 – 120] calendar days prior to and no later than the Requested Effective Date.

The Company will rely on the information supplied to:

- (a) evaluate and determine whether to issue a stop loss policy to the Applicant;
- (b) adjust specific deductibles for (or exclude losses related to) individuals with known medical conditions;
- (c) waive active at work requirements for employees and performing normal activities requirements for dependents under any issued stop loss policy; and/or
- (d) determine the premium rates and other underwriting terms and conditions for any issued stop loss policy.

This information will be included in and shall become a part of any stop loss policy issued by the Company. Stop loss insurance will not begin unless and until the Company approves the application for stop loss insurance.

Complete Attachment A of this Questionnaire, with respect to any individuals (employees, COBRA participants, FMLA or other continuees, retirees or dependents) satisfying any of the following criteria and who are currently covered under or are expected to be covered under the Applicant's self insured health care plan on the Requested Effective Date:

- (a) Any individual who has received benefits under the Applicant's health care plan, including pharmacy card benefits, during the last [12] [range 6-12] months (including any pending charges not yet paid and claims denied due to missing information or due to additional investigation) exceeding [50%] [range 25-75%] of the Proposed Specific Deductible;
- (b) Any individual confined in a medical facility or institution during the past [30] [range 0-120] days or expected to be so confined at any time during the period commencing on the date this Questionnaire is signed and ending on the [90th] [range 0-120] day after the Requested Effective Date;
- (c) Any employee absent from work due to illness or injury on the day this Questionnaire is signed;
- (d) Any individual physically or mentally unable to perform all of the normal activities of an individual who is in good health on the day this Questionnaire is signed; or
- (e) Any individual diagnosed with any serious illness or injury including but not limited to any of the following diagnoses, regardless of whether the individual has received any benefits:

ICD-9 Code	Diagnosis	ICD-9 Code	Diagnosis	ICD -9 Code	Diagnosis
001-139	Infectious Diseases/AIDS/HIV	290-299	Mental & Nervous Disorders/Psycho-neurotic	640-670, V31-V37	High Risk Pregnancy/Complications
140-239	Malignancies/Cancer/Leukemia	320-389	M.S./Nervous System/Encephalitis	719-730	Connective Tissue/Back Disorder/Osteomyelitis
250	Uncontrolled Diabetes/Complications	393-448	Heart Disease/CHF/Cardiomyopathy/ Cerebrovascular Disease/Stroke	740-779	Congenital Anomalies/Newborn Complications
272.7	Gauchers Disease/Malabsorption Syndrome	490-496	Primary Pulmonary Hypertension/Respiratory	800-854, 952-953	Intracranial/Spinal Cord Trauma/Paralysis
277	Cystic Fibrosis	555-558, V44	Severe GI Disorders/Regional Enteritis	860-950	Major Trauma/Amputation/Burns
278 & 783	Hyperalimentionation/Feeding Disorders	570-579	Chronic Liver/Pancreatic Disease/Hepatitis	996-997, V42	OrganTransplants
283.2 & 286	PNH/Hemophilia/Blood Disorders	582-588	Renal Disease/Failure/Dialysis		

To assist in identifying individuals who satisfy any of the criteria noted above when completing Attachment A, the Applicant should obtain and analyze, without limitation, pending claim reports, large claim reports, claims denied due to missing information or due to additional investigation, precertification, large case management and other utilization review/management reports, subrogation reports, employee attendance records, sick leave and disability reports. As an alternative to completing Attachment A, the Applicant may attach a report(s), acceptable to the Company, that contain(s) the information requested for Attachment A. If this alternative is chosen, the report(s) must be generated no more than [5] [range 0-120] days before and no later than the date this Questionnaire is signed, and individuals satisfying any of the above criteria must be highlighted on the report.

As an authorized employee, agent or representative of the Applicant, I hereby warrant and represent that the information included on Attachment A or any reports supplied is complete and accurate. I acknowledge that the information requested herein is material and that failure to disclose complete information, or providing inaccurate information, may result in the:

- (a) denial of stop loss reimbursements for losses related to (or the adjustment of specific deductibles for) certain individuals;

PERSONAL HEALTH INFORMATION

You agree to promptly release and transfer to Us, and also agree to require the Plan and all Your or the Plan's service providers, including, without limitation, Your TPA, to promptly release and transfer to Us any and all personal health information (including, but not limited to, claim and individual demographic information, medical management reports, etc.) that We need to properly underwrite and administer this Policy. You agree to obtain all necessary and appropriate authorizations or consents required for Us to receive personal health information from You and Your or the Plan's service providers.

You authorize Us to disclose personal health information to individuals or organizations as required by law or as directed by You or Your TPA and allowed or not prohibited by law. You agree and shall require Your TPA to agree not to request that We use or disclose personal health information in any manner not permissible under applicable law.

[You agree to indemnify and hold Us harmless from any liability, loss, costs, expenses (including reasonable attorneys' fees) or damages, including punitive and extra-contractual damages, resulting from:

- (a) any disclosure of personal health information by You, Your TPA, or the Plan; or
- (b) Our disclosure of personal health information to You, or to any individual or organization as permitted or required by law, or as permitted or required by this Policy and allowed or not prohibited by law.]

We agree not to use or to further disclose personal health information other than as permitted or required by law or as permitted or required by this Policy and allowed or not prohibited by law. In addition to other disclosures permitted or required by this Policy, We may disclose health information to:

- (a) Our directors, officers, agents and employees as necessary or appropriate to perform Our obligations related to the administration of the Policy;
- (b) persons or organizations that have contracted with Us including, without limitation, reinsurers, subrogation vendors, and others who support Our administration of this Policy; or
- (c) to You, Your privacy officer, or Your TPA.

We agree to use appropriate safeguards to prevent the use or disclosure of personal health information other than as provided by the Policy and as required by law. Upon termination of the Policy, We agree to continue extending this same level of protection to all personal health information. We shall not make any disclosure if such disclosure is prohibited by law.

SPECIFIC STOP LOSS INSURANCE ACCOMMODATION BENEFIT RIDER

This Rider is made a part of Policy V.

This Rider is effective V.

This Rider is subject to all of the provisions of the Policy that are not inconsistent with the provisions of this Rider.

Definitions

Capitalized terms used in this Rider are used with the meanings assigned to them in the Policy or this section of the Rider.

Specific Accommodation means a Specific Stop Loss Benefit payable to You before a draft or check for Plan benefits is delivered to the payee(s) in accordance with the **Benefit** section of this Rider.

Benefit

We will pay a Specific Accommodation to You if all of the following conditions are met:

1. We must receive Your Written Request for a Specific Accommodation no less than [10] [range is 10 - 60] days before the end of the Policy Period;
2. Your Written Request must provide proof acceptable to Us that We will owe You a Specific Stop Loss Benefit in accordance with the Specific Stop Loss Benefits provision of the Policy which is greater than [\$1,000] [range is \$1,000 - \$10,000];
3. Within [10] [range 5 - 10] calendar days after You receive a Specific Accommodation from Us, You must deliver a draft or check for Plan benefits to the payee(s) and, promptly thereafter, deposit the Specific Accommodation in the bank account that You use to fund Plan benefits. In no event may the Specific Accommodation be deposited before You deliver a draft or check for Plan benefits to the payee(s);
4. Upon Our request You must supply Us with proof that a draft or check for Plan benefits has been issued to the payee(s);
5. If, for any reason, You issue a draft or check to the payee(s) that is less than the amount of the Specific Accommodation or You fail to use any portion of the Specific Accommodation for payment of Plan benefits, You must refund to Us within [10] [range is 5 - 10] days after You receive the Specific Accommodation any portion of the Specific Accommodation which is less than the amount of the Plan benefits or which was not used for payment of Plan benefits; and
6. If You fail to comply with any of Your obligations set forth in this Rider:
 - (a) Your right to receive Specific Accommodations shall be revoked;
 - (b) We shall have the right to reduce any benefit payable to You under this Policy by any amount You owe Us if such amount is not paid to Us when due; and
 - (c) We shall have the right to immediately terminate this Policy.

HM LIFE INSURANCE COMPANY

A handwritten signature in cursive script that reads "Mike Sullivan". The signature is written in a dark ink and is positioned centrally on the page.

President

AGGREGATE STOP LOSS INSURANCE MONTHLY ACCOMMODATION BENEFIT RIDER

This Rider is made a part of Policy V.

This Rider is effective V.

This Rider is subject to all of the provisions of the Policy that are not inconsistent with the provisions of this Rider.

Definitions

Capitalized terms used in this Rider are used with the meanings assigned to them in the Policy or this section of the Rider.

Accumulated Aggregate Deductible means an amount equal to the greater of (a) the sum of all the Monthly Aggregate Deductibles from the start of the Policy Period through the month for which a Monthly Accommodation is requested or (b) an amount equal to the Minimum Monthly Aggregate Deductible multiplied by the number of months from the start of the Policy Period through the month for which a Monthly Accommodation is requested.

Monthly Accommodation means an amount equal to:

- (a) The total Eligible Expenses at the end of the month for which a Monthly Accommodation is requested, minus
- (b) The Accumulated Aggregate Deductible, minus
- (c) The total Eligible Expenses in excess of any [Family] Specific Deductible, minus
- (d) Any Aggregate Stop Loss Benefits or Monthly Accommodations previously paid to You during the Policy Period,

multiplied by the Aggregate Reimbursement Percentage.

Benefit

If, at the end of any month during the Policy Period, Eligible Expenses exceed the Accumulated Aggregate Deductible, We will provide You with a Monthly Accommodation, subject to all of the following conditions:

1. You must provide Us with a Written Request for a Monthly Accommodation that includes proof acceptable to Us that We owe You a Monthly Accommodation.
2. A Monthly Accommodation may not exceed the Maximum Aggregate Reimbursement.
3. You are not entitled to a Monthly Accommodation if:
 - (a) The amount of the Monthly Accommodation is less than [\$5,000] [range is \$1,000 or more];
 - (b) On the date We receive Your Written Request for a Monthly Accommodation there are less than [30] [range is 5-45] days remaining in the Policy Period;
 - (c) We receive Your Written Request for a Monthly Accommodation more than [30] [range is 0-30] days after the end of the month for which You have requested a Monthly Accommodation;

- (d) On the date We receive Your Written Request for a Monthly Accommodation We have not received all premium You owe Us; or
 - (e) You have already received a Monthly Accommodation for that month.
4. If We pay a Monthly Accommodation to You and if at the end of any subsequent month during the Policy Period, the Accumulated Aggregate Deductible ("A") is greater than the total Eligible Expenses minus any previous Monthly Accommodation paid to You during the Policy Period ("B"), You must pay Us the amount by which A exceeds B, up to the total amount previously paid to You in accordance with this Rider. You must pay Us this amount within [30] [range 30-180] days after the end of any month during which A exceeds B. If you fail to comply with Your obligations under this section:
- (a) Your right to receive any additional Monthly Accommodations shall be revoked;
 - (b) The total outstanding amount owed to Us will become immediately due and payable;
 - (c) We shall have the right to reduce any benefit payable to You under this Policy by the amount You owe Us; and
 - (d) We shall have the right to immediately terminate this Policy.
5. If the Policy terminates before the end of the Policy Period:
- (a) The Annual Aggregate Deductible will be deemed not satisfied;
 - (b) We will not be liable for any Monthly Accommodations;
 - (c) Within [30] [no range] days after the Policy terminates, You shall refund to Us the sum of all Monthly Accommodations paid to You during the Policy Period; and
 - (d) We shall have the right to reduce any benefit payable to You under this Policy by the amount You owe Us if such amount is not paid to Us when due.

HM LIFE INSURANCE COMPANY



President

FAMILY AGGREGATED SPECIFIC STOP LOSS BENEFIT RIDER

This Rider is made a part of Policy V.

This Rider is effective V.

This Rider is subject to all of the provisions of the Policy that are not inconsistent with the provisions of this Rider.

Definitions

Capitalized terms used in this Rider are used with the meanings assigned to them in the Policy or this section of the Rider.

Aggregated Specific Deductible means an amount equal to \$[V] [needs to be variable for any \$ amount to be shown here].

Family Aggregated Specific Stop Loss Benefit means the benefit determined in accordance with the Benefit section of this Rider.

Benefit

The Family Aggregated Specific Stop Loss Benefit for any Family Unit equals:

1. The Eligible Expenses for such Family Unit, minus
2. The Family Specific Deductible, minus
3. The unsatisfied portion of the Aggregated Specific Deductible,

multiplied by the Specific Reimbursement Percentage.

The Family Aggregated Specific Stop Loss Benefit payable in accordance with this Rider will not exceed the Family Maximum Specific Reimbursement.

In addition to the Family Specific Deductible, the Aggregated Specific Deductible must be satisfied before a Family Aggregated Specific Stop Loss Benefit is payable. The Aggregated Specific Deductible is satisfied by applying toward the Aggregated Specific Deductible any Eligible Expenses that exceed the Family Specific Deductible for one or more Family Units. Once the Aggregated Specific Deductible is satisfied, any subsequent claims for Family Aggregated Specific Stop Loss Benefits will not be reduced by the Aggregated Specific Deductible.

[Eligible Expenses used to satisfy the Aggregated Specific Deductible may not be used to satisfy the Annual Aggregate Deductible and will not be eligible for payment as an Aggregate Stop Loss Benefit.]

For a Family Aggregated Specific Stop Loss Benefit to be payable, written proof of claim must be provided to Us at Our Administrative Office as soon as reasonably possible after the Family Specific Deductible and any unsatisfied portion of the Aggregated Specific Deductible have been satisfied. Notwithstanding the previous sentence, proof of claim may not be provided later than [90] [range is 15-180] days after the end of the Family Specific Benefit Period. Written proof of claim must be in a form satisfactory to Us and include any information We may require to fulfill Our obligations under the Policy or to enforce or pursue any of Our rights under the Policy.

If this Policy terminates during the Policy Period, the Family Specific Deductible and Aggregated Specific Deductible will be determined as if this Policy had remained in effect for the full Policy Period. [Plan benefits Paid after the Policy termination date are not Eligible Expenses.][Plan benefits Paid after the Effective Date, but before the [90th] [range is 15th – 180th] day following the Policy termination

date, for Expenses incurred on or after the Effective Date and prior to the Policy termination date, are Eligible Expenses.]

HM LIFE INSURANCE COMPANY

A handwritten signature in cursive script that reads "Mike Sullivan". The signature is written in a dark ink and is positioned to the right of the company name.

President

TERMINAL LIABILITY FOR SPECIFIC STOP LOSS INSURANCE BENEFIT RIDER

This Rider is made a part of Policy V.

This Rider is effective V.

This Rider is subject to all of the provisions of the Policy that are not inconsistent with the provisions of this Rider.

Definitions

Capitalized terms used in this Rider are used with the meanings assigned to them in the Policy or this section of the Rider.

Terminal Specific Deductible means an amount equal to the Specific Deductible multiplied by [125%] [range is 100%-200%].

Benefit

If the Policy terminates at the end of the Policy Period and You do not replace this Policy with a new stop loss policy issued by Us [or any other carrier], the Specific Benefit Period shall be extended to include Eligible Expenses [incurred from V to V and] Paid from V to V. The Specific Benefit Period shall not be extended if the Policy terminates prior to the end of the Policy Period.

The amount of Eligible Expenses for any Eligible Participant that We will allow in calculating the Specific Stop Loss Benefit payable for an Eligible Participant in accordance with this Rider shall equal:

1. The Eligible Expenses for such Eligible Participant, which are [incurred from V to V and] Paid from V to V, minus
 2. The Terminal Specific Deductible,
- multiplied by the Specific Reimbursement Percentage.

The Specific Stop Loss Benefit payable in accordance with this Rider will not exceed the Maximum Specific Reimbursement.

For a Specific Stop Loss Benefit to be payable, written proof of claim must be provided to us at Our Administrative Office as soon as reasonably possible after the Specific Deductible for an Eligible Participant has been satisfied. Notwithstanding the previous sentence, proof of claim may not be provided to us later than [90] [range is 15-180] days after the end of the extended Specific Benefit Period described herein. Written proof of claim must be in a form satisfactory to Us and include any information We may require to fulfill Our obligations under the Policy or to enforce or pursue any of Our rights under the Policy.

HM LIFE INSURANCE COMPANY



President

TERMINAL LIABILITY FOR AGGREGATE STOP LOSS BENEFIT RIDER

This Rider is made a part of Policy V.

This Rider is effective V.

This Rider is subject to all of the provisions of the Policy that are not inconsistent with the provisions of this Rider.

Definitions

Capitalized terms used in this Rider are used with the meanings assigned to them in the Policy or this section of the Rider.

Terminal Annual Aggregate Deductible means an amount equal to the Annual Aggregate Deductible multiplied by [125%] [range is 100%-200%].

Benefit

If this Policy terminates at the end of the Policy Period and You do not replace this Policy with a new stop loss policy issued by Us [or any other carrier], the Aggregate Benefit Period shall be extended to include Eligible Expenses [incurred from V to V and] Paid from V to V. The Aggregate Benefit Period shall not be extended if the Policy terminates prior to the end of the Policy Period.

The Aggregate Stop Loss Benefit payable in accordance with this Rider shall equal:

1. The Eligible Expenses, which are [incurred from V to V and] Paid from V to V, minus
2. The Terminal Annual Aggregate Deductible, minus
3. Any previous Aggregate Stop Loss Benefits paid to You in accordance with this Policy,

multiplied by the Aggregate Reimbursement Percentage.

The Aggregate Stop Loss Benefit payable in accordance with this Rider will not exceed the Maximum Aggregate Reimbursement.

For an Aggregate Stop Loss Benefit to be payable, written proof of claim must be provided to Us at Our Administrative Office no later than [90] [range is 15-180] days after the end of the extended Aggregate Benefit Period described herein. Written proof of claim must be in a form satisfactory to Us and include any information We may require to fulfill Our obligations under the Policy or to enforce or pursue any of Our rights under the Policy.

HM LIFE INSURANCE COMPANY



President

TERMINAL LIABILITY FOR FAMILY SPECIFIC STOP LOSS BENEFIT RIDER

This Rider is made a part of Policy V.

This Rider is effective V.

This Rider is subject to all of the provisions of the Policy that are not inconsistent with the provisions of this Rider.

Definitions

Capitalized terms used in this Rider are used with the meanings assigned to them in the Policy or this section of the Rider.

Terminal Family Specific Deductible means an amount equal to the Family Specific Deductible multiplied by [125%] [range is 100%-200%].

Benefit

If the Policy terminates at the end of the Policy Period and You do not replace this Policy with a new stop loss policy issued by Us, the Specific Benefit Period shall be extended to include Eligible Expenses [incurred from V to V and] Paid from V to V. The Specific Benefit Period shall not be extended if the Policy terminates prior to the end of the Policy Period.

The Family Specific Stop Loss Benefit for any Family Unit payable in accordance with this Rider shall equal:

1. The Eligible Expenses for such Family Unit, which are [incurred from V to V and] Paid from V to V, minus
2. The Terminal Family Specific **Deductible**,

multiplied by the **Specific Reimbursement Percentage**.

The Family Specific Stop Loss Benefit payable in accordance with this Rider will not exceed the Family Maximum Specific Reimbursement.

For a Family Specific Stop Loss Benefit to be payable, written proof of claim must be provided to Us at Our Administrative Office as soon as reasonably possible after the Terminal Family Specific Deductible has been satisfied. Notwithstanding the previous sentence, proof of claim may not be provided later than [90] [15-180] days after the end of the extended Specific Benefit Period described herein. Written proof of claim must be in a form satisfactory to Us and include any information We may require to fulfill Our obligations under the Policy or to enforce or pursue any of Our rights under the Policy.

HM LIFE INSURANCE COMPANY



President

TERMINAL LIABILITY FOR FAMILY AGGREGATED SPECIFIC STOP LOSS BENEFIT RIDER

This Rider is made a part of Policy **V**.

This Rider is effective **V**.

This Rider is subject to all of the provisions of the Policy that are not inconsistent with the provisions of this Rider.

Definitions

Capitalized terms used in this Rider are used with the meanings assigned to them in the Policy or this section of the Rider.

Family Aggregated Specific Stop Loss Benefit means the benefit determined in accordance with the Benefit section of this Rider.

Terminal Family Specific Deductible means an amount equal to the Family Specific Deductible multiplied by [125%] [range is 100%-200%].

Benefit

If the Policy terminates at the end of the Policy Period [and You do not replace this Policy with a new stop loss policy issued by Us], the Specific Benefit Period shall be extended to include Eligible Expenses [incurred from **V** to **V** and] Paid from **V** to **V**. The Specific Benefit Period shall not be extended if the Policy terminates prior to the end of the Policy Period.

The Family Aggregated Specific Stop Loss Benefit for any Family Unit payable in accordance with this Rider shall equal:

1. The Eligible Expenses for such Family Unit, which are [incurred from **V** to **V** and] Paid from **V** to **V**, minus
2. The Terminal Family Specific Deductible, minus
3. The unsatisfied portion of the Aggregated Specific Deductible,

multiplied by the Specific Reimbursement Percentage.

The Family Aggregated Specific Stop Loss Benefit payable in accordance with this Rider will not exceed the Family Maximum Specific Reimbursement.

In addition to the Terminal Family Specific Deductible, the Aggregated Specific Deductible must be satisfied before a Family Aggregated Specific Stop Loss Benefit is payable. The Aggregated Specific Deductible is satisfied by applying toward the Aggregated Specific Deductible any Eligible Expenses that exceed the Family Specific Deductible for one or more Family Units. Once the Aggregated Specific Deductible is satisfied, any subsequent claims for Family Aggregated Specific Stop Loss Benefits will not be reduced by the Aggregated Specific Deductible.

[Eligible Expenses used to satisfy the Aggregated Specific Deductible may not be used to satisfy the Annual Aggregate Deductible and will not be eligible for payment as an Aggregate Stop Loss Benefit.]

For a Family Aggregated Specific Stop Loss Benefit to be payable, written proof of claim must be provided to Us at Our Administrative Office as soon as reasonably possible after the Terminal Family Specific Deductible and any unsatisfied portion of the Aggregated Specific Deductible

have been satisfied. Notwithstanding the previous sentence, proof of claim may not be provided to Us later than [90] [15-180] days after the end of the extended Specific Benefit Period described herein. Written proof of claim must be in a form satisfactory to Us and include any information We may require to fulfill Our obligations under the Policy or to enforce or pursue any of Our rights under the Policy.

HM LIFE INSURANCE COMPANY

A handwritten signature in cursive script that reads "Mike Sullivan". The signature is written in a dark ink and is positioned to the right of the company name.

President

TERMINAL LIABILITY FOR AGGREGATED SPECIFIC STOP LOSS BENEFIT RIDER

This Rider is made a part of Policy **V**.

This Rider is effective **V**.

This Rider is subject to all of the provisions of the Policy that are not inconsistent with the provisions of this Rider.

Definitions

Capitalized terms used in this Rider are used with the meanings assigned to them in the Policy or this section of the Rider.

Terminal Specific Deductible means an amount equal to the Specific Deductible multiplied by [125%] [range is 100%-200%].

Benefit

If the Policy terminates at the end of the Policy Period and You do not replace this Policy with a new stop loss policy issued by Us, the Specific Benefit Period shall be extended to include Eligible Expenses [incurred from **V** to **V** and] Paid from **V** to **V**. The Specific Benefit Period shall not be extended if the Policy terminates prior to the end of the Policy Period.

The Specific Stop Loss Benefit payable in accordance with this Rider shall equal:

1. The Eligible Expenses for an Eligible Participant which are [incurred from **V** to **V** and] Paid from **V** to **V**, minus
2. The Terminal Specific Deductible, minus
3. The unsatisfied portion of the Aggregated Specific Deductible,

multiplied by the Specific Reimbursement Percentage.

The Specific Stop Loss Benefit payable in accordance with this Rider will not exceed the Maximum Specific Reimbursement.

In addition to the Terminal Specific Deductible, the Aggregated Specific Deductible must be satisfied before a Specific Stop Loss Benefit is payable. The Aggregated Specific Deductible is satisfied by applying toward the Aggregated Specific Deductible any Eligible Expenses that exceed the Specific Deductible for one or more Eligible Participants. Once the Aggregated Specific Deductible is satisfied, any subsequent claims for Specific Stop Loss Benefits will not be reduced by the Aggregated Specific Deductible.

[Eligible Expenses used to satisfy the Aggregated Specific Deductible may not be used to satisfy the Annual Aggregate Deductible and will not be eligible for payment as an Aggregate Stop loss Benefit.]

For a Specific Stop Loss Benefit to be payable, written proof of claim must be provided to Us at Our Administrative Office as soon as reasonably possible after the Terminal Specific Deductible and any unsatisfied portion of the Aggregated Specific Deductible have been satisfied. Notwithstanding the previous sentence, proof of claim may not be provided to Us later than [90] [15–180] days after the end of the extended Specific Benefit Period described herein. Written proof of claim must be in a form satisfactory to Us and include any information We may require to fulfill Our obligations under the Policy or to enforce or pursue any of Our rights under the Policy.

HM LIFE INSURANCE COMPANY

A handwritten signature in cursive script that reads "Mike Sullivan". The signature is written in a dark ink and has a long, horizontal flourish at the end.

President

SUPPLEMENTAL DEFINITIONS RIDER

This Rider is made a part of Policy V.

This Rider is effective V.

This Rider is subject to all of the provisions of the Policy that are not inconsistent with the provisions of this Rider.

Definitions

Capitalized terms used in this Rider are used with the meanings assigned to them in the Policy or this Rider.

[Experimental Service or Supply means a drug, device, treatment or procedure:

- (a) which cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and which has not been so approved for marketing at the time the drug, device, treatment or procedure is furnished;
- (b) which was reviewed and approved (or which is required by federal law to be reviewed and approved) by the treating facility's Institutional Review Board or other body serving a similar function or, a drug, device, treatment or procedure which is used with a patient informed consent document which was reviewed and approved (or which is required by federal law to be reviewed and approved) by the treating facility's Institutional Review Board or other body serving a similar function;
- (c) which Reliable Evidence shows is the subject of on-going phase I or II clinical trials or is under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis; or
- (d) for which the prevailing opinion among experts, as shown by Reliable Evidence, is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis.

Reliable Evidence means published reports and articles in peer-reviewed medical and scientific literature; the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device, treatment or procedure; or the patient informed consent document used by the treating facility or by another facility studying substantially the same drug, device, treatment or procedure.]

[Maximum Allowable Amount means the total charge considered as an Eligible Expense before applicable deductibles and reimbursement percentages are applied. If the Reasonable and Customary Charge is less than the maximum allowable amount, the Reasonable and Customary Charge applies. In no event shall the maximum allowable amount exceed the amount billed by a health care provider or the amount for which the Eligible Participant is responsible.

The maximum allowable amount for provider charges related to multiple or bilateral surgeries performed during the same operative session will be:

- (a) [100%] [range 75%-100%] of the Reasonable and Customary Charge for the primary procedure;

- (b) [50%] [range 10%-75%]of the Reasonable and Customary Charge for the secondary procedure; and
- (c) [25%] [range 10%-75%] of the Reasonable and Customary Charge for each additional procedure.

The maximum allowable amount for surgical assistance by a physician will be [20%] [range 20%-50%] of the Reasonable and Customary Charge for the surgery for which the assistance is provided.

If We determine that certain services or supplies should have been billed together, or that certain services or supplies should have been billed separately, the maximum allowable amount will be based on Our determination of how such services or supplies should have been billed.]

[Reasonable and Customary Charge means the amount charged for services and supplies which is no higher than the [90th] [range is 50th-100th] percentile identified on the Healthcare Charges Database (HCD) for such services or supplies. If We determine that insufficient data exists from the HCD for a service or supply, We will determine the reasonable and customary charge by multiplying the unit cost of the HCD service category assigned to the service or supply by the relative value assigned to the services or supplies by the Medicare Resource Based Relative Value Scale. If a relative value is not available from Medicare, We will use a commercially available relative value scale selected by Us.

For complex, new, and other services or supplies that We determine have no applicable relative value, We will assign a reasonable and customary charge. In no event will the reasonable and customary charge exceed the billed amount or the amount for which the Eligible Participant is responsible.

Reasonable and customary charges may not reflect actual charges and do not consider a provider's training, experience, or category of licensure.

Healthcare Charges Database means a commercially available charge information database selected by Us that provides historical information about charges for service and supplies by procedure code and geographic categories, all as determined and adjusted by the database supplier. The healthcare charges database will be updated by Us as information becomes available from the database supplier, up to twice each year. We may also modify the database in Our discretion to reflect Our experience. We have the right, in Our discretion, to substitute or replace the database with a database or databases of comparable purpose, with or without notice.]

[Medically Necessary means a service or supply that is ordered prescribed or rendered by a physician or hospital and is determined by Us, or a qualified party or entity selected by Us, to be:

- (a) provided for the diagnosis or direct treatment of an injury or illness;
- (b) appropriate and consistent with the symptoms and findings or diagnosis and treatment of an Eligible Participant's injury or illness;
- (c) provided in accordance with generally accepted professional standards and/or medical practice; and
- (d) the most appropriate supply or level of service which can be provided on a cost effective basis (including, but not limited to, inpatient vs. outpatient care, electric vs. manual wheelchair, surgical vs. medical or other types of care.)

The fact that an Eligible Participant's physician or a hospital orders, prescribes or renders services or supplies does not mean such services or supplies are medically necessary.]

HM LIFE INSURANCE COMPANY

A handwritten signature in cursive script that reads "Mike Sullivan". The signature is written in a dark ink and is positioned below the company name.

President

STEP-DOWN SPECIFIC DEDUCTIBLE RIDER

This Rider is made a part of Policy V.

This Rider is effective V.

This Rider is subject to all of the provisions of the Policy that are not inconsistent with the provisions of this Rider.

Definitions

Capitalized terms used in this Rider are used with the meanings assigned to them in the Policy or this section of the Rider.

Step-Down Specific Deductible Reduction Amount means an amount equal to the lesser of (a) the Specific Deductible multiplied by [10%] [range is 1% to 30%] or (b) [\$10,000] [range is \$10,000 - \$100,000].

Benefit

The Specific Deductible described in the Specific Stop Loss Benefits section of the Schedule of Insurance will be [replaced] [reduced] by the Step-Down Specific Deductible [Reduction Amount] for certain Eligible Participants when the following conditions have been satisfied:

1. [We have been provided with acceptable proof to Us that the Eligible Participant has been diagnosed with kidney failure within [5] [range 5-30] days of the placement of a fistula for future dialysis treatment; and
2. The dialysis treatment is managed by [Golden Triangle] [need this to be variable, so we can replace with other vendors as needed].

or]

1. [We have been provided with acceptable proof to Us that the Eligible Participant (a) has been diagnosed with cancer within [5] [range 5-30] days after such diagnosis and (b) will receive chemotherapy treatment;
2. We have been notified of the cancer diagnosis prior to the commencement of chemotherapy treatment; and
3. The cancer treatment is managed by [Biologics] [need this to be variable, so we can replace with other vendors as needed].

or]

[[V] [need variable option for any future diagnosis we may want to add at a later date).]]

HM LIFE INSURANCE COMPANY



President

AMENDMENT RIDER

This Rider is made a part of Group Policy **V**.

This Rider is effective **V**.

This Rider is subject to all of the provisions of the Policy that are not inconsistent with the provisions of this Rider.

[The name of the Policyholder, **V**, wherever shown in the Policy is changed to read:

V]

[The **EXCLUSIONS** section as shown in the Master Policy, [Form HMP 710-SL] is changed to [include] [remove] the following:

- (a) [body organ transplants][:]
- (b) [**V**][.]

[The [SPECIFIC ACCOMMODATION RIDER, Form HMP-SL 710-SA] is deleted from the Policy.]

[**V]**

HM LIFE INSURANCE COMPANY



President

SERFF Tracking Number: HMRK-126728949

State: Arkansas

Filing Company: HM Life Insurance Company

State Tracking Number: 46269

Company Tracking Number: HMP-SL 710

TOI: H12 Health - Excess/Stop Loss

Sub-TOI: H12.004 Self-Funded Health Plan

Product Name: Stop Loss Filing

Project Name/Number: MOO/HMP-SL 710

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Application Comments: Application is listed on the form schedule tab.	Approved-Closed	08/05/2010

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: Readability Certification.pdf	Approved-Closed	08/05/2010

	Item Status:	Status Date:
Satisfied - Item: Variable Memorandum Comments: Attachment: Memo_of_Variability_National CLEAN.pdf	Approved-Closed	08/05/2010

	Item Status:	Status Date:
Satisfied - Item: AR Submissioin Letter Comments: Attachment: AR Submission Letter 7.21.10.pdf	Approved-Closed	08/05/2010

	Item Status:	Status Date:
Satisfied - Item: Attachment A Comments: Attachment:	Approved-Closed	08/05/2010

SERFF Tracking Number: HMRK-126728949 State: Arkansas
 Filing Company: HM Life Insurance Company State Tracking Number: 46269
 Company Tracking Number: HMP-SL 710
 TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan
 Product Name: Stop Loss Filing
 Project Name/Number: MOO/HMP-SL 710
 ATTACHMENT A _AR_ Comp.pdf

Item Status: Filed-Closed
Status Date: 08/05/2010
Satisfied - Item: Red-Lined Policy
Comments:
Attachment:
 HMP-SL 710 Policy marked.pdf

Item Status: Filed-Closed
Status Date: 08/05/2010
Satisfied - Item: Red- Lined Application
Comments:
Attachment:
 HM-SLA 710 [AR] Application MARKED.pdf

Item Status: Filed-Closed
Status Date: 08/05/2010
Satisfied - Item: Red-Lined Personal Health Form
Comments:
Attachment:
 HM-PHI Personal Health Information marked.pdf

Item Status: Filed-Closed
Status Date: 08/05/2010
Satisfied - Item: Red-Lined Sup. Definitions Rider
Comments:
Attachment:
 HMP-SL 710 SUP Supplemental Definitions Rider marked.pdf

Item Status: Filed-Closed
Status Date: 08/05/2010
Satisfied - Item: Red- Lined Rider HMP-SL 710
 AMA
Comments:

SERFF Tracking Number: HMRK-126728949 State: Arkansas
 Filing Company: HM Life Insurance Company State Tracking Number: 46269
 Company Tracking Number: HMP-SL 710
 TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan
 Product Name: Stop Loss Filing
 Project Name/Number: MOO/HMP-SL 710

Attachment:

HMP-SL 710-AMA Aggregate Monthly Accommodations Rider marked.pdf

	Item Status:	Status Date:
Satisfied - Item: Red Lined Rider HMP-SL 710 AMD	Filed-Closed	08/05/2010
Comments:		
Attachment:		
HMP-SL 710-AMD Amendment Rider marked.pdf		

	Item Status:	Status Date:
Satisfied - Item: Red Lined Rider HMP-SL 710 SA	Filed-Closed	08/05/2010
Comments:		
Attachment:		
HMP-SL 710-SA Specific Accommodations Rider marked.pdf		

	Item Status:	Status Date:
Satisfied - Item: Red Lined Rider HMP-SL 710 SDS	Filed-Closed	08/05/2010
Comments:		
Attachment:		
HMP-SL 710-SDS Step Down Spec Ded Rider marked.pdf		

	Item Status:	Status Date:
Satisfied - Item: Red Lined Rider HMP-SL 710 TLA	Filed-Closed	08/05/2010
Comments:		
Attachment:		
HMP-SL 710-TLA Aggregate Termial Liability Rider marked.pdf		

	Item Status:	Status Date:
Satisfied - Item: Red Lined Rider HMP-SL 710 TLAS	Filed-Closed	08/05/2010

SERFF Tracking Number: HMRK-126728949 State: Arkansas
 Filing Company: HM Life Insurance Company State Tracking Number: 46269
 Company Tracking Number: HMP-SL 710
 TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan
 Product Name: Stop Loss Filing
 Project Name/Number: MOO/HMP-SL 710

Comments:

Attachment:

HMP-SL 710-TLAS Aggregating Specific Terminal Liability Rider marked.pdf

	Item Status:	Status Date:
Satisfied - Item: Red Lined Rider HMP-SL 710 TLFA	Filed-Closed	08/05/2010

Comments:

Attachment:

HMP-SL 710-TLFA Family Agg Specific Rider marked.pdf

	Item Status:	Status Date:
Satisfied - Item: Red Lined Rider HMP-SL 710 TLFS	Filed-Closed	08/05/2010

Comments:

Attachment:

HMP-SL 710-TLFS Family Specific Terminal Liability Rider marked.pdf

	Item Status:	Status Date:
Satisfied - Item: Red Lined Rider HMP-SL 710 TLS	Filed-Closed	08/05/2010

Comments:

Attachment:

HMP-SL 710-TLS Specific Terminal Liability Rider marked.pdf

	Item Status:	Status Date:
Satisfied - Item: Red Lined Rider HM-SRQ	Filed-Closed	08/05/2010

Comments:

Attachment:

HM-SRQ Select Risk Questionnaire marked.pdf

STATE OF ARKANSAS
READABILITY CERTIFICATION

This is to certify that the following forms comply with the requirements of Ark. Stat. Ann. 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act and have achieved a Flesch Reading Ease Score of:

<u>FORM NO.</u>	<u>DESCRIPTION</u>	<u>FLESCH SCORE*</u>
HMP-SL 710	Master Policy	48.2
HM-SLA 710 (AR)	Application	40
HM-SRQ	Questionnaire	40
HMP-SL 710-SA	Rider	40
HMP-SL 710-AMA	Rider	40
HMP-SL 710-FAS	Rider	40
HMP-SL 710-TLS	Rider	40
HMP-SL 710-TLAS	Rider	40
HM-PHI	Personal Health Information	40
HMP-SL 710-TLA	Rider	40
HMP-SL 710 TLFS	Rider	40
HMP-SL 710-TLAS	Rider	40
HMP-SL 710-SUP	Rider	40
HMP-SL 710-SDS	Rider	40
HMP-SL 710 AMD	Rider	40



Signed by Company Officer

July 16, 2010
Date

Domenic Palmieri
Name

Senior Vice President – Finance
Title

- *All forms meet or exceed your state's Flesch score requirement when scored together with the master policy.*

MEMORANDUM OF VARIABILITY

All Forms

- Including or removing any bracketed language.
- Any timeframes, percentages, ages, dollar amounts, and items of an administrative nature are variable to the extent that they may be changed without re-filing.
- We request variability to change timeframes, percentages, ages, and dollar amounts should state laws change to allow for broader ranges than what is being filed.
- Formatting is variable, so that an ordered list such as items (a), (b) and (c) could change to (1), (2) and (3), or could be changed to bullet points, if so requested.
- Adding the group policy number in place of the first V in the riders.
- Adding the effective date in place of the second V in the riders.
- Changing references to Employee to Member for groups that are not traditional employer-employee groups.
- Removing references to Dependents.
- Removing any provision not requested by the policyholder.
- Removing language relating to Third Party Administrators.

NOTE: The variability shown below is marked either in brackets or by a V in the submitted forms.

Stop Loss Insurance Policy form HMP-SL 710

- Page 1, insert the policyholder's name, policy number, the effective date and state where the policy is issued.
- Schedule of Insurance, completely variable
- Exclusion item (i), completely variable as to product type (for example, vision or prescription drug).
- Exclusion item (m), excess of [1%-100%].
- Exclusion item (n), exceeding [\$V] per hour.
- Specific Stop Loss Benefits variable for days is [15-180].
- Family Specific Stop Loss Benefits, variable for days is [15-180].
- Claim Provisions, 1st three paragraphs variable for days [0-180], Appeal of Claim Determination "within 30-365 days."
- General Provisions, Plan Changes, "at least [0-90] days prior to the effective date."
- General Provisions, Cost Containment, "Reimbursement Percentage by [1% to 100%]."
- General Provisions, Legal Actions, "No legal action may be brought more than [2] [2-5] years after the date any Expense has been incurred for which reimbursement is claimed."
- Duties of the Policyholder, Payment of Plan Benefits, "within [1-60]" in both places.
- Duties of the Policyholder, Reporting Requirements, "claim within [1-60] days" and "exceed [25-75%]."
- Duties of the Policyholder, Refund of Overpayment, "within [30-90] days" in both places and "equal to [1-5%]."
- Premium Payments, Grace Period, "grace period of [15-60] days."
- Premium Payments, Right to Recalculate, more than [5-25%] and "Covered Units is less than [50 or more (in AZ, CA, KY and LA, 1 or more)]", "at least [31-180]," "no later than [30-60] days following, " "the first [6-12] months," "at least [5-25%] lower," and "[1-6] months immediately prior."
- Termination, Automatic Termination, "item (c) [30-90] days."
- Termination, Optional Termination by us, Item (c) "Covered Units is less than [50 or more (in AZ, CA, KY and LA, 1 or more)]", "item (d) [30-90] days following."

Application form HM-SLA 710

- Fraud Notices: Bracketed so that should different Fraud language be mandated at a later date, the language can be brought into compliance without re-filing.

Select Risk Questionnaire for Stop Loss Insurance form HM-SRO

- The bracketed number in the first paragraph, "no earlier than [0-120] days."
- The brackets in item (a) of paragraph 3, "during the last [6-12] months" and "exceeding [25-75%] of the Proposed Specific Deductible."
- The brackets in item (b) of paragraph 3, "during the past [0-120] days" and "signed [until 0-120 days] after the Requested Effective Date."
- The Diagnosis table, completely variable to the extent that we can add or delete any diagnosis or codes allowed by state law.
- The brackets in paragraph 4, "must be generated within [0-120] days."

Aggregate Stop Loss Insurance Monthly Accommodation Benefit Rider HMP-SL 710-AMA

- Benefit, item (a) "less than \$[1,000 or more]," item (b) "are less than [5-45] days," item (c) "more than [0-30] days", item 4 "this amount within 30-180 days" and item 5 "Within 30 days."

Specific Stop Loss Insurance Accommodation Benefit Rider HMP-SL 710-SA

- Benefit, "no less than [10-60] days," "greater than [\$1,000-10,000]," "within [5-10] calendar days" and "within [5-10] days."

Terminal Liability For Specific Stop Loss Insurance Benefit Riders, HMP-SL 710-TLS, HMP-SL 710-TLFA, HMP-SL 710-TLA, HMP-SL 710-TLFS, HMP-SL 710-TLAS

- Definitions, "multiplied by [100% - 200%]"
- Benefit, the specific benefit period variables will be dates.
- Day variables will be [15-180] days.

Supplemental Definitions ~~Insert~~ Rider Form HMP-SL 710-SUP

- Maximum Allowable Amount, item (a) [75%-100%], item (b) [10%-75%], and item (c) [10%-75%].
- Maximum Allowable Amount, "will be [20%-50%]."
- Usual and Customary Charge, "exceed the [50-100th] percentile."

Step Down Specific Deductible Rider from HMP-SL 710-SDS

- Definition, "multiplied by {1%-30%}" or "[\$10,000-\$100,000]."
- Benefit, kidney failure within [5-30], managed by [need this to be variable, so we can replace with other vendors as needed.]
- Benefit, cancer within [5-30], managed by [need this to be variable, so we can replace with other vendors as needed.]
- Benefit, [need extra variable option for other treatment if needed]

Amendment Rider HMP-SL 710-AMD

- Completely variable rider commonly used to accommodate the following types of administrative changes:
 - policyholder name change;
 - removing or adding an exclusion at the policyholder's request;
 - removing a rider at the policyholder's request within the policy year; or
 - [V] represents other administrative changes not shown as samples.



A HIGHMARK COMPANY

HM Life Insurance
Company
HM Life Insurance
Company of New York
HM Benefits
Administrators

July 21, 2010

SUBMITTED VIA SERFF

Life and Health Division
Arkansas Insurance Department
1200 W. Third Street
Little Rock, AR 72201-1904

RE: HM Life Insurance Company, NAIC #93440
Stop Loss Insurance Policy
HMP-SL 710 Stop Loss Insurance Policy
HM-SLA 710 Application for Stop Loss Insurance
HM-SRQ Select Risk Questionnaire for Stop Loss Insurance
HM-PHI Personal Health Information
HMP-SL 710-SA Specific Stop Loss Insurance Accommodation
Benefit Rider
HMP-SL 710-AMA Aggregate Stop Loss Insurance Monthly
Accommodation Benefit Rider
HMP-SL 710-FAS Family Aggregated Specific Stop Loss Benefit Rider
HMP-SL 710-TLS Terminal Liability for Specific Stop Loss Insurance
Benefit Rider
HMP-SL 710-TLA Terminal Liability for Aggregate Stop Loss Benefit
Rider
HMP-SL 710-TLFS Terminal Liability for Family Specific Stop Loss
Benefit Rider
HMP-SL 710-TLFA Terminal Liability for Family Aggregated Specific
Stop Loss Benefit Rider
HMP-SL 710-TLAS Terminal Liability for Aggregated Specific Stop Loss
Benefit Rider
HMP-SL 710-SUP Supplemental Definitions Rider
HMP-SL 710-SDS Step Down Specific Deductible Rider
HMP-SL 710-AMD Amendment Rider

To Whom It May Concern:

Enclosed for filing with your department are the captioned forms. We request approval of these forms on a general-use basis.

This is a new filing. We are submitting this material to support HM Insurance Group's recent acquisition of Mutual of Omaha's stop loss insurance block. As such, the above-captioned forms do not replace any HM Life Insurance Company stop loss forms on file with your Department.

With the exception of those areas struck through or underlined in red font these forms are an exact duplicate of those submitted by United of Omaha Life Insurance Company. (SERFF tracking number MUTM-126254128 approved by the Department on September 25, 2009) All forms have been previously approved with the exception of form HMP-SL 710 FAS, the "Family Aggregated Specific Benefit Rider", which is a new submission. (Please refer to Attachment A for a comparison of the HM Life form number and the for United of Omaha Life form number.)

Mailing Address

PO Box 535061
Pittsburgh, PA 15253-5061

Overnight Deliveries

Fifth Avenue Place
120 Fifth Avenue
Pittsburgh, PA 15222-3099

www.hminsurancegroup.com

Telephone

412-544-1000
800-328-5433



A HIGHMARK COMPANY

HM Life Insurance
Company

HM Life Insurance
Company of New York

HM Benefits
Administrators

The forms provide stop loss insurance for groups that retain the services of a third party administrator (TPA).

In order to accommodate our policyholders' specific needs, we request that these forms be approved as variable. Enclosed with this submission you will find a Memorandum of Variability. You have our assurance we will not add to or revise any language, but only remove language in the manner described in the memorandum. Any variability will be administered within your state's requirements.

The forms do not contain any unusual or controversial items, according to normal company and industry standards. To the best of my knowledge, the forms comply with all of your applicable statutes.

Your review and approval of this filing will be appreciated. Please feel free to contact me with any questions or concerns. Thank you for your time and attention to this matter.

Sincerely,
Jennifer L. Bayich, Esq.
Compliance Analyst III

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Pittsburgh, PA 15222-3099

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800-328-5433

ATTACHMENT A

HM FORM NUMBER	MUTUAL OF OMAHA FORM NUMBER	TITLE
HMP-SL 710	Form 5654GM-U-EZ 09	Stop Loss Insurance Policy
HM-SLA 710	10634GA-EZ 09	Application for Stop Loss Insurance
HM-SRQ	10634GI-SRQ-EZ 09	Select Risk Questionnaire for Stop Loss Insurance
HM-PHI	12363GI-EZ 09	Personal Health Information
HMP-SL 710-SA	12102GR-EZ 09	Specific Stop Loss Insurance Accommodation Benefit Rider
HMP-SL 710-AMA	12105GR-EZ 09	Aggregate Stop Loss Insurance Monthly Accommodation Benefit Rider
HMP-SL 710-TLS	12359GR-EZ 09	Terminal Liability for Specific Stop Loss Insurance Benefit Rider
HMP-SL 710-TLA	12366GR-EZ 09	Terminal Liability for Aggregate Stop Loss Benefit Rider
HMP-SL 710-TLFS	12368GR-EZ 09	Terminal Liability for Family Specific Stop Loss Benefit Rider
HMP-SL 710-TLFA	12361GR-EZ 09	Terminal Liability for Family Aggregated Specific Stop Loss Benefit Rider
HMP-SL 710-TLAS	12374GR-EZ 09	Terminal Liability for Aggregated Specific Stop Loss Benefit Rider
HMP-SL 710-SUP	12376GI-EZ 09	Supplemental Definitions Rider
HMP-SL 710-SDS	12439GR-A-EZ 09	Step Down Specific Deductible Rider
HMP-SL 710-AMD	2024GR-EZ SL	Amendment Rider

~~UNITED OF OMAHA~~ **HM** LIFE INSURANCE COMPANY
120 Fifth Avenue, Fifth Avenue Place, Pittsburgh, PA 15222

Administrative Office: [Mutual of Omaha Plaza, Omaha, Nebraska 68175]

Stop Loss Insurance Policy

Policyholder: []
Policy Number: []
Effective Date: []

~~United of Omaha~~ **HM** Life Insurance Company will, subject to the terms of this Policy, pay Stop Loss Benefits to the Policyholder.

This Policy is issued in consideration of the terms, conditions and limitations of this Policy.

This Policy is a legal contract between the Policyholder and ~~United of Omaha~~ **HM** Life Insurance Company.

This Policy is issued in and is subject to **[SITUS STATE]** law.

~~UNITED OF OMAHA~~ **HM** LIFE INSURANCE COMPANY



~~Chairman of the Board and Chief Executive Officer~~ **President**

Michael Huss

~~Corporate Secretary~~

~~Mutual of Omaha Logo~~

TABLE OF CONTENTS

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Reinstatement.....	V

SCHEDULE OF INSURANCE

1. **[THIRD PARTY ADMINISTRATOR (TPA): V]**
2. **POLICY PERIOD:** Begins **V** and ends **V**
3. **ELIGIBLE PARTICIPANTS:**
 - (a) [Full-time Employees working at least [V] hours per week; or]
 - (b) [[Active] Employees as described in the Plan; or]
 - (c) [Retirees as described in the Plan [up to age V]; or]
 - (d) [Employees, former Employees and Dependents covered by COBRA, FMLA, USERRA and other continuees as described in the Plan;] or
 - (e) [Dependents who are capable of Performing Normal Activities;] or
 - (f) [V.]

4. **[FAMILY] SPECIFIC STOP LOSS BENEFITS:**

- (a) **[Family] Specific Deductible: [\$V]**
- (b) **[Aggregated Specific Deductible: [\$V]**
- (c) **Specific Reimbursement Percentage: [V%]**
- (d) **[Family] Maximum Specific Reimbursement: [\$V]**
- (e) **Specific Benefit Period:**

[The period during which Expenses are incurred from **V** to**V** and Paid from **V** to **V**.

[NOTE: If You replace this Policy with another stop loss policy issued by Us, then the Specific Benefit Period for this Policy will be revised so that Eligible Expenses include only those Expenses incurred from [DATE] to [DATE] and Paid from [DATE] to [DATE].]

- (f) Eligible Expenses include only Expenses for the following Plan benefits: [medical,] [short term disability,] [long term disability,] [prescription drug card program,] [dental,] and [vision] benefits.

(g) **Specific Monthly Premium Rates:**

Covered Unit(s)	Premium Rate
[Employee with or without Dependents	\$]
OR	
[Employee [or Retiree]	\$]
[Employee [or Retiree] and one (1) or more Dependents	\$]
OR	
[Employee [or Retiree]	\$]
[Employee [or Retiree] and one (1) Dependent	\$]

[Employee [or Retiree] and two (2) or more Dependents	\$]
OR	
[Employee [or Retiree]	\$]
[Employee [or Retiree] and spouse	\$]
[Employee [or Retiree] and child(ren)	\$]
[Employee [or Retiree], spouse and child(ren)	\$]

5. [AGGREGATE STOP LOSS BENEFITS:]

(a) Monthly Aggregate Deductible Factor:

Covered Unit(s)	Monthly Aggregated Deductible Factor
[Employee [or Retiree] with or without Dependents	\$]
OR	
[Employee [or Retiree]	\$]
[Employee [or Retiree] and one (1) or more Dependents	\$]
OR	
[Employee [or Retiree]	\$]
[Employee [or Retiree] and one (1) Dependent	\$]
[Employee [or Retiree] and two (2) or more Dependents	\$]
OR	
[Employee [or Retiree]	\$]
[Employee [or Retiree] and spouse	\$]
[Employee [or Retiree] and child(ren)	\$]
[Employee [or Retiree], spouse and child(ren)	\$]

(b) Aggregate Reimbursement Percentage: [V%]

(c) Maximum Aggregate Reimbursement: [\$V]

(d) Eligible Expenses include only Expenses for the following Plan benefits: [medical,] [short term disability,] [long term disability,] [prescription drug card program,] [dental,] and [vision] benefits.

(e) Aggregate Benefit Period:

[The period during which Expenses are incurred from **V** to **V** and Paid from **V** to **V**.]

(f) Aggregate Monthly Premium Rates:

Covered Unit(s)	Premium Rate
[Employee [or Retiree] with or without Dependents	\$]
OR	
[Employee [or Retiree]	\$]
[Employee [or Retiree] and one (1) or more Dependents	\$]
OR	
[Employee [or Retiree]	\$]
[Employee [or Retiree] and one (1) Dependent	\$]
[Employee [or Retiree] and two (2) or more Dependents	\$]
OR	
[Employee [or Retiree]	\$]

[Employee [or Retiree] and spouse	\$]
[Employee [or Retiree] and child(ren)	\$]
[Employee [or Retiree], spouse and child(ren)	\$]

6. **[SPECIAL UNDERWRITING TERMS:** The following special underwriting terms apply to all provisions of this Policy:

V]

GENERAL DEFINITIONS

Capitalized terms used in this Policy are used with the meanings assigned to them in this section of the Policy and in the BENEFIT DEFINITIONS section of the Policy.

Administrative Office means, at the time of the delivery of this Policy, the office located at the address shown on the cover page of this Policy. Upon any relocation of Our Administrative Office, Administrative Office will mean the office located at such changed address.

COBRA means the Consolidated Omnibus Budget Reconciliation Act, as amended.

Covered Unit means a category of Eligible Participants under the Plan. The Covered Unit(s) for this Policy are shown in the Schedule of Insurance.

[Dependent means a person who is an Eligible Participant and is an Employee's:

- (a) lawful spouse;
- (b) child who is:
 - (1) natural-born;
 - (2) legally adopted;
 - (3) a stepchild living in the Employee's home; or
- (c) child:
 - (1) being raised as the Employee's own child;
 - (2) who is living in the Employee's home and chiefly dependent on the Employee for support; and
 - (3) for whom the Employee has full parental responsibility and control.]

Effective Date means the date shown as the "Effective Date" on the cover page of this Policy.

Eligible Expense means any amount which is:

- (a) an Expense as defined herein; and
- (b) not excluded in the Exclusions section of this Policy.

Eligible Participant means any person included in the "Eligible Participants" section of the Schedule of Insurance and who is enrolled in and entitled to receive benefits under the Plan while this Policy is in force, except as otherwise excluded in the Schedule of Insurance.

Employee means any person who is an employee of the Policyholder and is an Eligible Participant.

ERISA means the Employee Retirement Income Security Act of 1974, as amended.

~~Executive Officer~~ Designated Representative means any person authorized by Us in writing, or in accordance with Our current business practices, to act on behalf ~~the chief executive officer, any~~

~~vice president, the corporate secretary or any assistant corporate secretary of United of Omaha~~ [HM](#) Life Insurance Company.

Expense means any amount Paid by You, or Your TPA on Your behalf, for Treatment of an Eligible Participant in accordance with the terms of the Plan. Expense also includes fees Paid by You, or Your TPA on Your behalf, for services that reduce or control Expenses (e.g. large case management, hospital audit, transplant network access, and/or claim negotiation services), subject to any limitations set forth in the Exclusions section of this Policy. An Expense is considered incurred on the date Treatment is received by the Eligible Participant.

FMLA means the Family Medical Leave Act, as amended.

Home Office means, at the time of the delivery of this Policy, Our offices located at the address shown on the cover page of this Policy. Upon any relocation of Our Home Office, Home Office will mean the offices located at such changed address.

Medical Management Vendor means a third party hired by You to reduce or control the cost of Treatment provided to Eligible Participants.

Our, We, Us means ~~United of Omaha~~ [HM](#) Life Insurance Company.

[Pay, Paid, Payment means a claim for Plan benefits has been processed.]

[Pay, Paid, Payment means a draft or check for Plan benefits has been issued.]

Performing Normal Activities means the ability of a person to physically or mentally perform all of the usual and customary duties and activities of a person of the same age and sex who is in good health. In no event will an individual be considered performing normal activities if he/she is:

- (a) confined to a hospital or other health care facility;
- (b) confined at home due to an injury or sickness; or
- (c) confined elsewhere due to an injury or sickness.

Plan means Your self-funded employee benefit plan established to provide benefits to Eligible Participants as described in Your plan document.

Plan Administrator means the person or organization designated as the administrator for Your Plan [in accordance with the requirements of ERISA].

Policy means this stop loss policy issued by Us to the Policyholder.

Policyholder means the organization identified as the "Policyholder" on the cover page of this Policy.

Policy Period means the period shown as the "Policy Period" in the Schedule of Insurance.

Prior Stop Loss Policy means any stop loss policy We issued to You that was in effect on the day prior to the Effective Date.

[Retiree means a former employee of the Policyholder who is an Eligible Participant.]

Select Risk Questionnaire means Our form, and any attachments or supplements thereto, that is completed and signed by You, or an authorized employee, agent or representative acting on Your behalf, and used to provide Us with certain information We require to underwrite the Policy.

Third Party Administrator or **TPA** means the party identified as the “Third Party Administrator (TPA)” in the Schedule of Insurance.

Treatment means any treatment, procedure, service, device, supply or drug.

USERRA means the Uniformed Services Employment and Reemployment Rights Act, as amended.

Written Request means a request, in writing, signed by You, dated, and submitted to Our Home ~~Home~~ **Administrative** Office. The request must be on a form We supply or be in form and content acceptable to Us.

You, Your means the Policyholder.

BENEFIT DEFINITIONS

Capitalized terms used in this Policy are used with the meanings assigned to them in this section of the Policy and in the GENERAL DEFINITIONS section of the Policy.

[Aggregate Benefit Period means the period shown as the “Aggregate Benefit Period” in the Schedule of Insurance.]

[Aggregate Reimbursement Percentage means the percentage shown as the “Aggregate Reimbursement Percentage” in the Schedule of Insurance.]

[Aggregate Stop Loss Benefit means the benefit described in the Aggregate Stop Loss Benefits section of this Policy.]

[Aggregated Specific Deductible means the amount shown as the “Aggregated Specific Deductible” in the Schedule of Insurance.]

[Annual Aggregate Deductible means an amount equal to the greater of:

- (a) The Minimum Annual Aggregate Deductible; or
- (b) The sum of the Monthly Aggregate Deductibles for each month of the Policy Period.]

[Family Maximum Specific Reimbursement means the amount shown as the “Family Maximum Specific Reimbursement” in the Schedule of Insurance.]

[Family Specific Deductible means the amount shown as the “Family Specific Deductible” in the Schedule of Insurance.]

[Family Specific Stop Loss Benefit means the benefit described in the Family Specific Stop Loss Benefits section of this Policy.]

[Family Unit means a group consisting of an Employee and the Dependents of such Employee.]

[Maximum Aggregate Reimbursement means the amount shown as the “Maximum Aggregate Reimbursement” in the Schedule of Insurance.]

[Maximum Specific Reimbursement means the amount shown as the “Maximum Specific Reimbursement” in the Schedule of Insurance.]

[Minimum Annual Aggregate Deductible means [the Monthly Aggregate Deductible for the first month of the Policy Period multiplied by the total number of months in the Policy Period.] or **[\$V.]**

[Minimum Monthly Aggregate Deductible means the Monthly Aggregate Deductible for the first month of the Policy Period.]

[Monthly Aggregate Deductible for any month means an amount equal to the sum of the Monthly Aggregate Deductible Factors for all Covered Units on the first day of such month.]

[Monthly Aggregate Deductible Factor means the amount shown as the “Monthly Aggregate Deductible Factor” in the Schedule of Insurance.]

[Specific Benefit Period means the period shown as the “Specific Benefit Period” in the Schedule of Insurance.]

[Specific Deductible means the amount shown as the “Specific Deductible” in the Schedule of Insurance.]

[Specific Reimbursement Percentage means the percentage shown as the “Specific Reimbursement Percentage” in the Schedule of Insurance.]

[Specific Stop Loss Benefit means the benefit described in the Specific Stop Loss Benefits section of this Policy.]

Stop Loss Benefits means [the Specific Stop Loss Benefit,] [the Family Specific Stop Loss Benefit] [and] [the Aggregate Stop Loss Benefit].

EXCLUSIONS

Eligible Expenses do not include:

- (a) [Any Payment by You or Your TPA that is not an Expense;]
- (b) [Any Expenses in excess of the amount payable by Us in accordance with the Special Underwriting Terms in the Schedule of Insurance;]
- (c) [Expenses for Treatment which is not Medically Necessary;]
- (d) [Expenses for Experimental Service or Supply;]
- (e) [Expenses in excess of the Maximum Allowable Amount;]
- (f) [Expenses for body organ transplants;]
- (g) [Expenses for the Treatment of or relating to mental and nervous disorders;]
- (h) [Expenses for the Treatment of or relating to alcohol, drug or substance abuse;]
- (i) [Expenses for **V**;]
- (j) [Expenses which are not incurred during the Specific Benefit Period;]
- (k) [Expenses which are not Paid by You or Your TPA during the Specific Benefit Period;]

- (l) [Expenses for Eligible Participants not reported by You, or Your employee, agent or representative on Your behalf, on the Select Risk Questionnaire, unless such Eligible Participants are approved by Us in writing;]
- (m) [Fees for services that reduce or control Expenses (e.g., hospital audit, transplant network access, and/or claim negotiation services) in excess of [30%] [range is 1%-100%] of claims savings resulting from a Medical Management Vendor's or other party's services;]
- (n) [Fees for large case management and other cost containment services by a Medical Management Vendor or any other party exceeding [\$125.00][range is \$1.00-\$500.00] per hour;]
- (o) [Fees for services of Your TPA or any other party providing services to You or the Plan including, without limitation, subrogation recording fees, unless approved in writing by Us.]
- (p) [Health care provider network access fees;]
- (q) [The excess amount of Expenses You or Your TPA Paid as a result of Your or Your TPA's failure to receive monetary discounts due to untimely Payment of claims to providers;]
- (r) [Expenses for Eligible Participants (i) whose coverage under COBRA is continued beyond the timeframes specified by federal law for any reason including Your or Your TPA's clerical error; (ii) who do not receive a valid notice of COBRA continuation election rights within the 30 days immediately following a COBRA qualifying event; (iii) who fail to make a valid, signed COBRA election within the 60 days immediately following the receipt of notice of COBRA election rights from You or a party designated by You; or (iv) who fail to remit COBRA premium within the period specified by federal law. Upon request, You will provide us with written documentation relating to the Expenses described in this subsection;]
- (s) [Expenses which You may not be required to Pay under any coordination of benefits or non-duplication of benefits provision of the Plan;]
- (t) [Expenses which constitute exemplary, extra-contractual, compensatory or punitive damages or liabilities, including but not limited to those resulting from the negligence, intentional misconduct, fraud, bad faith or strict liability of You or Your agents, employees or representatives, including, without limitation, Your TPA;]
- (u) [Expenses related to any settlement or litigation costs;]
- (v) [Expenses arising out of, or resulting from, or related to a declared or undeclared war, civil war, warlike action, insurrection, rebellion, or usurped power, or any action taken by a military force or government using military personnel to defend against any of the foregoing events;]
- (w) [Expenses arising out of, or resulting from, or related to a nuclear accident or disaster;]
- (x) [Expenses related to any occupational sickness or an injury sustained in the scope of and in the course of employment whether or not benefits are or could be provided under workers' compensation;]
- (y) [Expenses arising out of, or resulting from, or related to the commission of, or attempted commission of, a felony, or participation in a riot;]
- (z) [Expenses arising out of, or resulting from, or related to an Eligible Participant's detention or incarceration in a jail, penitentiary, correctional facility or correctional hospital;]

- (aa) [Expenses arising out of, or resulting from, or related to the illegal use of a controlled substance and/or alcohol;]
- (bb) [Expenses for Treatment arising out of, or resulting from, or related to active duty or training in the Armed Forces, National Guard or Reserves of any state or country;]
- (cc) [Expenses for which You received specific stop loss insurance reimbursement from Us for a period prior to the Policy Period, but for which Plan benefits were not issued until this Policy Period;]
- (dd) [Payments for individuals who are not entitled to Plan benefits because they have not satisfied all eligibility or other applicable Plan provisions;]
- (ee) [Payments for individuals who are not entitled to Plan benefits due to applicable Plan exclusions or limitations;]
- (ff) [Expenses for which you fail to appeal Our claim determination in accordance with the "Appeal of Claim Determination" section of this Policy;]
- (gg) [Expenses for an Eligible Participant specifically excluded in the Special Underwriting Terms in the Schedule of Insurance.]

[SPECIFIC STOP LOSS BENEFITS

The Specific Stop Loss Benefit for an Eligible Participant equals:

1. The Eligible Expenses for such Eligible Participant, minus
 2. The Specific Deductible, [minus
 3. The unsatisfied portion of the Aggregated Specific Deductible,]
- multiplied by the Specific Reimbursement Percentage.

The Specific Stop Loss Benefit will not exceed the Maximum Specific Reimbursement.

[In addition to the Specific Deductible, the Aggregated Specific Deductible must be satisfied before a Specific Stop Loss Benefit is payable. The Aggregated Specific Deductible is satisfied by applying toward the Aggregated Specific Deductible any Eligible Expenses that exceed the Specific Deductible for one or more Eligible Participants. Once the Aggregated Specific Deductible is satisfied, any subsequent claims for Specific Stop Loss Benefits will not be reduced by the Aggregated Specific Deductible.]

[Eligible Expenses used to satisfy the Aggregated Specific Deductible may not be used to satisfy the Annual Aggregate Deductible and will not be eligible for payment as an Aggregate Stop Loss Benefit.]

If this Policy terminates during the Policy Period, the Specific Deductible will be determined as if this Policy had remained in effect for the full Policy Period. [Plan benefits Paid after the Policy termination date are not Eligible Expenses.][Plan benefits Paid after the Effective Date, but before the [90th][range is 15-180] day following the Policy termination date, for Expenses incurred on or after the Effective Date, but prior to the Policy termination date, are Eligible Expenses.]

[FAMILY SPECIFIC STOP LOSS BENEFITS

The Family Specific Stop Loss Benefit for any Family Unit for the Policy Period equals:

1. The Eligible Expenses for such Family Unit, minus
 2. The Family Specific Deductible, [minus
 3. The unsatisfied portion of the Aggregated Specific Deductible,]
- multiplied by the Specific Reimbursement Percentage.

The Family Specific Stop Loss Benefit will not exceed the Family Maximum Specific Reimbursement.

[In addition to the Family Specific Deductible, the Aggregated Specific Deductible must be satisfied before a Specific Stop Loss Benefit is payable. The Aggregated Specific Deductible is satisfied by applying toward the Aggregated Specific Deductible any Eligible Expenses that exceed the Family Specific Deductible for a Family Unit. Once the Aggregated Specific Deductible is satisfied, any subsequent claims for Family Specific Stop Loss Benefits will not be reduced by the Aggregated Specific Deductible.]

[Eligible Expenses used to satisfy the Aggregated Specific Deductible may not be used to satisfy the Annual Aggregate Deductible and will not be eligible for payment as an Aggregate Stop Loss Benefit.]

If this Policy terminates during the Policy Period, the Family Specific Deductible will be determined as if this Policy had remained in effect for the full Policy Period. [Plan benefits Paid after the Policy termination date are not Eligible Expenses.] [Plan benefits Paid after the Effective Date, but before the [90th][range is 15-180] day following the Policy termination date, for Expenses incurred on or after the Effective Date and prior to the Policy termination date, are Eligible Expenses.]]

[AGGREGATE STOP LOSS BENEFITS

The Aggregate Stop Loss Benefit equals:

1. The Eligible Expenses for all Covered Units, minus
 2. The Annual Aggregate Deductible, minus
 3. Any previous Aggregate Stop Loss Benefits paid to You during the Policy Period, minus
 4. Any previous [Family] Specific Stop Loss Benefits paid during the Policy Period,
- multiplied by the Aggregate Reimbursement Percentage.

The Aggregate Stop Loss Benefit will not exceed the Maximum Aggregate Reimbursement.

If this Policy terminates during the Policy Period, the Annual Aggregate Deductible will be deemed unsatisfied and We will not be liable for the payment of any Aggregate Stop Loss Benefits.]]

CLAIM PROVISIONS

[Claims for Specific Stop Loss Benefits

Written proof of claim must be provided to Us at Our ~~Home~~ Administrative Office as soon as reasonably possible after the Specific Deductible for an Eligible Participant has been satisfied. Notwithstanding the previous sentence, proof of claim may not be provided to Us later than [90] [range is 0-180] days after the end of the Specific Benefit Period. Written proof of claim must be in a form satisfactory to Us and include any information We may require to fulfill Our obligations under the Policy or to enforce or pursue any of Our rights under the Policy.]

[Claims for Family Specific Stop Loss Benefits

Written proof of claim must be provided to Us at Our ~~Home~~ Administrative Office as soon as reasonably possible after the Family Specific Deductible for a Family Unit has been satisfied. Notwithstanding the previous sentence, proof of claim may not be provided later than [90] [range is 0-180] days after the end of the Specific Benefit Period. Written proof of claim must be in a form satisfactory to Us and include any information We may require to fulfill Our obligations under the Policy or to enforce or pursue any of Our rights under the Policy.]

[Claims for Aggregate Stop Loss Benefits

Written proof of claim must be provided to Us at Our ~~Home~~ Administrative Office no later than [90] [range is 0-180] days after the end of the Aggregate Benefit Period. Written proof of claim must be in a form satisfactory to Us and include any information We may require to fulfill Our obligations under the Policy or to enforce or pursue any of Our rights under the Policy.]

Payment of Stop Loss Benefits

All Stop Loss Benefits due under this Policy will be paid to You or to Your TPA on Your behalf.

Appeal of Claim Determination

You may appeal any claim determination made by Us under this Policy by submitting a written appeal to Us at Our ~~Home~~ Administrative Office within [[180] [range is 30-365] days from the date We send written notification of Our determination. Your appeal must state the basis of Your disagreement with Our determination and include all documentation and information supporting Your appeal that has not been previously provided to Us.

GENERAL PROVISIONS

Plan Changes

You must notify Us in writing at Our ~~Home~~ Administrative Office at least [31] [range is 0-90] days prior to the effective date of any change in or to the Plan or Your TPA. Prior written approval from an ~~Executive Officer~~ Designated Representative is required before We will pay Stop Loss Benefits in accordance with such changes. If prior written approval has not been obtained from an ~~Executive Officer~~ Designated Representative, We will pay Stop Loss Benefits as if such changes had not occurred. We reserve the right to terminate this Policy as of the effective date of any such change.

Policy Amendments

No change in this Policy, or waiver of any of its provisions, will be valid unless such change or waiver is in writing and agreed to by an ~~Executive Officer~~ Designated Representative. No agent, broker or TPA has authority to change this Policy or waive any of its provisions.

Assignment

You may not assign this Policy or any of Your rights or obligations under this Policy.

Audit

We have the right to inspect, copy and audit any and all of Your books, records and procedures, and those of Your TPA and any other party, that relate to any claim made by You under this Policy. We have the right to require documentation from You or Your TPA that demonstrates that You or Your TPA Paid an Eligible Expense and that the Payment was made in accordance with the terms of Your Plan. We reserve the right to employ a third party, at Our expense, to assist Us with any audit.

Compliance with Law

We reserve the right to make any change to the provisions of this Policy to comply with, or give You the benefit of, any federal or state statute, rule, or regulation.

[Cost Containment

You agree to utilize the services of a Medical Management Vendor to implement a cost containment program to manage claims made under the Plan. If You do not have a Medical Management Vendor, upon Written Request, a list of potential Medical Management Vendors will be provided to You. If You fail to utilize the services of a Medical Management Vendor to implement a cost containment program, We may, at Our sole discretion, reduce the Specific Reimbursement Percentage by [10] [range is 1 to 100].]

Entire Contract

This Policy, along with any attachments, riders, endorsements or amendments, and the application and Select Risk Questionnaire, constitutes the entire contract of insurance between You and Us.

Examination of Records

Your books, records and procedures relating to the Plan or this Policy (and those of Your agents, employees and representatives, including, without limitation, Your TPA) will be open to inspection by Our employees and/or representatives during Your or any agent's, employee's or representative's regular business hours.

Statements in the Application

All statements, in the absence of fraud, made by any applicant or applicants shall be deemed representations not warranties.

No ERISA Liability

Under no circumstance will We accept responsibility as an "administrator" or be deemed a "fiduciary" under ERISA with respect to Your Plan.

Misrepresentations and Omissions

We have relied upon information, including, without limitation, the Select Risk Questionnaire and Your application, provided by You or Your agents, employees or representatives, in the issuance of this Policy. If We determine that You or Your agent, employee or representative provided erroneous or inaccurate information, failed to disclose complete information, or misstated, omitted,

concealed or misrepresented any material fact or circumstance concerning this Policy or the Plan, including any information that You, or Your employee, agent or representative, were required to disclose to Us on Your application or the Select Risk Questionnaire, or there was fraud by You or Your agent, employee or representative relating to this Policy, We may at Our sole discretion:

- (a) deny Stop Loss Benefits, notwithstanding any other provision of this Policy;
- (b) revise the terms or conditions of this Policy, including, without limitation, the premium rates or deductibles; or
- (c) rescind or terminate this Policy.

Notice

For the purpose of any notice required from Us under the terms of this Policy:

- (a) notice to Your employee, agent or representative shall be considered notice to You; and
- (b) notice to You shall be considered notice to Your employee, agent or representative.

Responsibility for Your TPA

You are solely responsible for the actions of Your Plan Administrator and any of Your agents, employees and representatives including, without limitation, Your TPA. In performing duties and obligations assigned to You under this Policy, Your TPA acts on Your behalf as your agent, not on Our behalf. Your TPA is not Our agent. We are not responsible for any compensation owed to, or claimed by, Your TPA or other agents or representatives for services provided to, or on behalf of, You or Your Plan. This Policy does not make Us a party to any agreement between You and Your TPA, nor does it make Your TPA a party to or a third party beneficiary of this Policy.

The parties to this Policy are You and Us. This Policy does not create any right or legal relationship between Us and the Plan or between Us and Your TPA, or between Us and any Eligible Participant. We have no responsibility or obligation to directly reimburse the Plan, any Eligible Participant or any health care provider for benefits provided under the Plan.

Severability

In the event that a court of competent jurisdiction invalidates any provision of this Policy, all remaining provisions of this Policy shall continue in full force and effect.

Recoupment

We have the right to recoup from any Stop Loss Benefits payable to You under this Policy any premium or any other amount You owe to Us that has not been paid. Our right of recoupment does not affect termination of the Policy for non-payment of premium under the Termination section of this Policy.

Legal Actions

No legal action to recover any reimbursement under this Policy may be brought earlier than 60 days after the date written claim for reimbursement has been given to Us. No legal action may be brought more than [2] [2-5] years after the date any Expense has been incurred for which reimbursement is claimed.

DUTIES OF THE POLICYHOLDER

Use of Your TPA

You may retain the TPA to act as Your agent in performing any or all of Your duties and obligations described in this Policy. Upon Our prior written approval, You may elect to replace the TPA with another third party administrator. If the TPA is replaced with another third party administrator, We will provide You with a new Schedule of Insurance showing the new third party administrator as the TPA. Any third party administrator shall be retained and compensated by You and shall not be considered Our agent or representative. You will require Your TPA to be subject to and agree to the duties and obligations described in this Policy. Failure of Your TPA to perform any of Your duties and obligations described in this Policy shall not relieve You of responsibility for such duties and obligations.

Payment of Plan Benefits

You agree to promptly investigate, audit and Pay all benefits under the Plan and defend any claim made, suit brought or proceeding instituted against You or the Plan relating to payment or non-payment of Plan benefits.

You agree to maintain and make available at all times such information as We may reasonably require to reimburse Eligible Expenses.

You agree to Pay all Plan benefits within [31] [range is 1-60] days of receiving adequate proof. If You fail to Pay Plan benefits within the [31] [range is 1-60] day time limit, We may determine that such Plan benefits are not Eligible Expenses and may terminate this Policy.

Reporting Requirements

You, or Your TPA on Your behalf, are required to provide Us with written notice of any potential [Family] Specific Stop Loss Benefit claim within [31] [range is 1-60] days of the date:

- (a) Eligible Expenses for an Eligible Participant have reached or are expected to reach [50%] [25%-75%] of the [Family] Specific Deductible; and
- (b) You or Your TPA are notified that an Eligible Participant has been diagnosed with, or treated for, a serious injury or illness, including, without limitation, those diagnoses identified on the Select Risk Questionnaire.

In addition to the notice described above, You, or Your TPA on Your behalf, are required to provide reports to Us as described below. If You, or Your TPA on Your behalf, do not provide the reports, or do not provide them on a timely basis, We reserve the right to take whatever action We could have taken if the reports had been provided when required. Such action may include, but is not limited to, the right to revise premium rates, deductibles, and deductible factors, and to do so retroactive to the first day of the Policy Period.

[You are required to prepare and submit to Us by the end of each month a report for the previous month showing:

- (a) the total Expenses for all Eligible Participants during each month of the Policy Period;
- (b) the total number of Covered Units during each month of the Policy Period; and
- (c) all Eligible Expenses that You voided or for which You received a refund, recovery or other reimbursement.]

Upon Our request, You agree to provide a report showing Covered Units by city, state, and zip code of primary residence and any other pertinent data regarding Eligible Participants.

You must provide a report to Us with each monthly premium payment that lists the total number of Covered Units on the first day of such month and the calculation of premium for such month. Any submission of incorrect premium or number of Covered Units must be reported to Us no later than [60] days after the Policy Period ends.

Any notice or report described in this section of the Policy must be on a form We supply to You or to Your TPA on Your behalf or be in form and content acceptable to Us.

Refund of Overpayment

You agree to repay Us for any amounts that We have overpaid You under this Policy. You also agree to repay Us for any voided Payments or any refunds or other recoveries received by You or the Plan related to a Payment if You have previously received any Stop Loss Benefits from Us for such Payments under this Policy or a Prior Stop Loss Policy. You shall repay Us within [45] [range is 30-90] days after You discover an overpayment, receive a refund or recovery or void any Payment, regardless of whether this Policy is in effect on the date You discover the overpayment, receive a refund or recovery or void a Payment.

The amount You must repay Us shall not exceed the amount of the Eligible Expenses. You also agree to refund to Us or repay Us other amounts due to Us as described in any riders or any other provisions of this Policy or a Prior Stop Loss Policy.

If You fail to repay or refund to Us within [45] [range is 30-90] days, or within the time period specified in any rider or other provision of this Policy or the Prior Stop Loss Policy:

- (a) We will assess a late payment equal to [2%] [range is 1%-5%] of the remaining amounts due, which will be added to the amount due each month until such amount is finally repaid; and
- (b) You will be liable for all expenses We incur, including attorneys' fees, as a result of Our collection efforts.

Upon Our request, You agree to prepare and submit to Us a report of any voided Payments or any refunds or other recoveries received by You. We will only request this report for voided Payments or any refunds or other recoveries that relate to Stop Loss Benefits paid by Us under this Policy or a Prior Stop Loss Policy.

We have preference over all other claimants for the repayment or refund of any amount due.

Records

You, or Your TPA on Your behalf, shall maintain complete and accurate books and records relating to the Plan and this Policy during the Policy Period and for seven (7) years after termination of this Policy.

Plan Document

You agree to provide Us with a copy of Your Plan document, and any changes, revisions or amendments thereto, describing the terms and conditions of Your Plan.

Use of General Assets

You agree to pay premiums for this Policy solely from Your general assets. Neither Plan assets nor employee contributions shall be used to fund premium payments.

SUBROGATION AND REIMBURSEMENT

You may have a subrogation or other right of recovery from third parties for Expenses. If We have paid Stop Loss Benefits to You for Eligible Expenses which are later recovered from a third party, You will repay Us to the extent of such Stop Loss Benefits, regardless of whether this Policy is in force on the date of recovery. You or Your TPA shall notify Us of, and account to Us for, all amounts recovered from third parties. Our rights hereunder shall constitute, impress and impose both a trust and first priority lien against any proceeds of any recovery obtained by You from a third party.

If You or Your TPA fail to pursue any action against a third party for recovery of Eligible Expenses, as determined by Us at Our sole discretion, and We have paid or are obligated to pay Stop Loss Benefits to You for such Eligible Expenses, We will be subrogated to all of Your rights to make recoveries for such Eligible Expenses, including without limitation, the right to bring an action to enforce Your rights. You will fully cooperate with Us and do all things necessary and required for Us to pursue any action to recover against the third party. We may contract with a third party to pursue any recovery action on Our behalf.

Any amounts recovered by You, Your TPA or Us shall be distributed as follows, regardless of whether You or the Plan have fully recovered the Expenses or have otherwise been made whole:

- (a) first, an amount payable to Us to reimburse Us for expenses and fees that We incur in pursuing any recovery action, including, without limitation, attorneys' fees and fees of any third party retained by Us to pursue a recovery action on Our behalf. Such expenses and fees will be shared between You and Us in the same proportion as any funds recovered and distributed between You and Us in accordance with subsections (b) and (c) of this provision;
- (b) second, an amount payable to Us for reimbursement of any payments made by Us under this Policy or for reimbursement of any amount for which We are obligated to pay You under the terms of this Policy. Any reimbursement to Us shall not be reduced by Your or Your TPA's attorneys' fees, unless We have agreed in writing to such reduction in advance of any such attorney's engagement; and
- (c) finally, the remaining amount, if any, shall be distributed to, or retained by, You.

PREMIUM PAYMENTS

Premium Payments

Premiums for this Policy shall be paid to Us at Our ~~Home~~ Administrative Office or other location designated by Us. The first premium is due the first day of the Policy Period. Subsequent premium payments are due the first day of each month thereafter during the Policy Period.

If this Policy terminates for any reason, You are liable for all premiums due to the date of termination.

Premium Amount

The premium for this Policy will be calculated on the basis of the premium rates shown in the Schedule of Insurance. Premium due each month will be equal to the amount obtained by multiplying each premium rate shown in the Schedule of Insurance by the corresponding number of Covered Units for that premium rate category on the first day of each month.

Grace Period

A grace period of [31][range 15-60] days will be allowed for the payment of premium due after the first premium has been paid. This Policy will continue in force during the grace period if premium is paid before the end of the grace period. If a premium is not paid before the end of the grace period, this Policy will terminate, without notice to You, on the premium due date for the unpaid premium.

Right to Recalculate

We may, at Our sole discretion, recalculate any premium rates, Monthly Aggregate Deductible Factors, or Policy deductibles upon the occurrence of any one of the following events:

- (a) Your Plan or this Policy is modified or amended, including, but not limited to, any modification or amendment that is required by federal or state statute, rule or regulation;
- (b) You add or eliminate a subsidiary, affiliated company or division;
- (c) the total number of Covered Units increases or decreases more than [10%] [range is 5%-25%] compared to the total number of Covered Units on the Effective Date; or
- (d) the total number of Covered Units is less than [50].

Any right to recalculate exercised under this section may be made retroactive to the Effective Date at Our election. Any recalculation will be made in accordance with Our underwriting practices in effect on the Effective Date. The right to recalculate shall survive the termination of this Policy.

In addition, We reserve the right to recalculate premium rates if and when premium taxes or other charges assessed against Us by any governmental authority increase. We may exercise such right upon at least [31-180] days prior written notice to You. We may, at Our sole discretion, bill You directly for premium taxes or other charges assessed against Us by any governmental authority, rather than recalculating the premium rates. Such amount is due no later than [60] [range is 30-60] days following the date We send Our invoice to You.

[We reserve the right to retroactively adjust Monthly Aggregate Deductible Factors for the entire Policy Period if average monthly Eligible Expenses for the first [10] [range is 6-12] months of the policy period in a Prior Stop Loss Policy are at least [10%] [range is 5-25%] lower than the average monthly Eligible Expenses for the [2] [range is 1-6] months immediately prior to the Effective Date.]

TERMINATION

Optional Termination by Policyholder

Upon Written Request, You may terminate this Policy. Termination will occur on the date specified by You in writing for termination. If no date is specified, termination will occur on the date the Written Request is received by Us at Our Home [Administrative](#) Office.

Automatic Termination

This Policy will automatically terminate on the earliest of the occurrence of any of the following events as of the date specified:

- (a) the date the Plan terminates;
- (b) the date You dissolve, suspend active business operations, or are placed in bankruptcy or receivership;

- (c) [30] [range is 30-90] days following notice to You of a change in any Policy deductible, Monthly Aggregate Deductible Factor, or premium rate and the failure by Us to receive written acceptance from You of such changes;
- (d) the premium due date if premium has not been paid by the end of the grace period; or
- (e) the end of the Policy Period.

Optional Termination by Us

At Our option, this Policy may be terminated by Us upon the occurrence of any of the following events as of the date specified:

- (a) the date We determine that You have failed to fund the benefits provided by the Plan;
- (b) the date We determine that You or Your TPA have failed to make a Payment in accordance with the provisions of the "Payment of Plan Benefits" section of this Policy;
- (c) the date We determine the number of Covered Units is less than [50];
- (d) [30] [range 30-90] days following notice to You that You or Your TPA have failed to perform any of the duties described in this Policy; or
- (e) the date any administrative services agreement between You and Your TPA terminates or is assigned, amended, modified or revised without Our prior written consent.

Other Termination Rights

We may also terminate this Policy in accordance with the "Plan Changes" provision of the "General Provisions" section of this Policy, the "Payment of Plan Benefits" provision in the "Duties of The Policyholder" section of this Policy and in accordance with any termination rights set forth in any rider to this Policy.

Effect of Termination

We will not refund any premiums paid by You in the event this Policy terminates. [However, if this Policy is rescinded by Us, all premiums received for the Policy Period will be refunded to You, less the amount of any claims that were paid by Us.]

REINSTATEMENT

If this Policy terminates for any reason, We may, at Our sole discretion, agree to reinstate it as of the date of termination. Such agreement must be in writing and executed by an ~~Executive Officer~~ Designated Representative. Reinstatement may, at Our sole discretion, be subject to any written conditions We may impose, including, but not limited to, payment of all premiums due to Us.

APPLICATION FOR STOP LOSS INSURANCE

1. UNDERWRITING COMPANY

Application for stop loss insurance is hereby made to:
~~UNITED OF OMAHA~~ **HM** LIFE INSURANCE COMPANY
(the "Underwriting Company")

Home **Administrative** Office: Mutual of Omaha Plaza,
Omaha, NE 68175

For Home Administrative Office Use Only
POLICY NUMBER ASSIGNED

2. APPLICANT INFORMATION

Full legal name of Applicant: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: (____) _____ - _____

3. REQUESTED COVERAGE(S)

The Applicant applies for the following stop loss insurance with the following terms and conditions:

4. FINANCIAL CONDITION

Within the last five (5) years, has the Applicant remained continually Solvent? Yes No

Does the Applicant reasonably expect to be Solvent within the next 12 months? Yes No

If No to either question, please give details. _____

Solvent means (a) not filing or having filed against it a voluntary or involuntary petition in any bankruptcy, insolvency, reorganization or similar proceeding; (b) not making an assignment for the benefit of creditors; (c) the ability to pay debts as they become due; (d) not having a trustee, receiver or other custodian appointed for it or any substantial portion of its assets; (e) not suspending or substantially reducing business; or (f) not commencing any dissolution or liquidation proceeding.

5. REQUESTED EFFECTIVE DATE: _____

6. THIS APPLICATION IS SUBMITTED WITH THE FOLLOWING ADVANCE PAYMENT: \$ _____

7. REPRESENTATIONS AND AGREEMENT

The Applicant represents that the information in this Application and the Underwriting Company's Select Risk Questionnaire has been reviewed and is true, correct and complete. The Applicant also represents that no employee contributions or plan assets shall be used to pay premium or otherwise fund stop loss coverage.

The Applicant understands and agrees that:

- A. The Underwriting Company will rely upon the answers, statements and any misstatements or omissions of information that are made on this Application and the Special Risk Questionnaire in the issuance of any stop loss policy. If the Underwriting Company determines that the Applicant, or its agent, employee or representative, provided erroneous or inaccurate information, failed to disclose complete information, or misstated, omitted, concealed or misrepresented any information required to be disclosed on this Application or the Select Risk Questionnaire, or that there was fraud by the Applicant or its agent, employee or representative related to any stop loss policy issued by the Underwriting Company, the Underwriting Company may at its sole discretion:
- (1) deny stop loss benefits;
 - (2) revise the terms or conditions of the stop loss policy, including, without limitation, the premium rates or deductibles; or
 - (3) rescind or terminate the stop loss policy.
- B. If this Application is approved by a designated representative ~~the chief executive officer, a vice president, the corporate secretary or any assistant corporate secretary~~ of the Underwriting Company (an "Executive Officer" "Designated Representative") at the Underwriting Company's Home Administrative Office, the Underwriting Company will issue a stop loss policy with insurance coverage to become effective on the requested effective date or on another date agreed upon by the Applicant and the Underwriting Company. If this Application is not approved by an ~~Executive Officer~~ Designated Representative at the Home Administrative Office of the Underwriting Company, no coverage shall be in effect at any time and any advance payment will be returned to the Applicant.
- C. If this Application is approved by an ~~Executive Officer~~ Designated Representative at the Underwriting Company's Home Administrative Office, it will be attached to and made a part of the stop loss policy and any renewal of the policy.
- D. Receipt of the stop loss policy or any renewed policy, and payment of any subsequent premium for the policy or any renewed policy, will constitute the Applicant's acceptance of the provisions of the policy or the renewed policy.
- E. Stop loss reimbursements shall not be used to fund plan benefits nor shall stop loss insurance be considered an asset of the Applicant's plan.
- F. Deposit of any advance premium by the Underwriting Company does not constitute an approval or acceptance of this Application if this Application has not been approved by an ~~Executive Officer~~ Designated Representative at the Home Administrative Office of the Underwriting Company. If issuance of the policy is not approved, the advance premium will be refunded regardless of whether or not it was deposited.

For Applicant:

Printed Name of Authorized Representative of Applicant: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

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

FRAUD NOTICE

[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 act, which is a crime and subjects such person to criminal and civil penalties.]

[Arkansas/Kentucky/Louisiana/New Mexico/Ohio/Tennessee: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.]

[District of Columbia: WARNING: It is a crime to provide false or misleading to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.]

[Pennsylvania: 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.]

[Georgia/Oregon: 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 maybe crime and may subject such person to criminal and civic penalties.]

[Kansas: 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 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 as determined by a court of law.]

[Maryland: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

[New Jersey: Any person who includes any false or misleading information on an application for insurance policy is subject to criminal and civil penalties.]

~~**[Puerto Rico:** Any person who knowingly, and with intent to defraud or deceive any insurance company includes false information in an application for insurance or files, assists, or abets in the filing of a fraudulent claim to obtain payment of a loss or other benefits or files more than one claim for the same loss or damage, may be guilty of a felony. Upon conviction, that person will be fined between \$5,000 and \$10,000, imprisoned for three (3) years or both. Aggravating or attenuating circumstances may result in the prison term being increased to five (5) years or reduced to two (2) years.]~~

FOR HOME Administrative OFFICE USE ONLY

Application is approved: []

Application is not approved: []

Printed Name of ~~Executive Officer~~ Designated Representative of Underwriting Company:

Signature of ~~Executive Officer~~ Designated Representative of Underwriting Company:

Date: _____

PERSONAL HEALTH INFORMATION

You agree to promptly release and transfer to Us, and also agree to require the Plan and all Your or the Plan's service providers, including, without limitation, Your TPA, to promptly release and transfer to Us any and all personal health information (including, but not limited to, claim and individual demographic information, medical management reports, etc.) that We need to properly underwrite and administer this Policy. You agree to obtain all necessary and appropriate authorizations or consents required for Us to receive personal health information from You and Your or the Plan's service providers.

You authorize Us to disclose personal health information to individuals or organizations as required by law or as directed by You or Your TPA and allowed or not prohibited by law. You agree and shall require Your TPA to agree not to request that We use or disclose personal health information in any manner not permissible under applicable law.

[You agree to indemnify and hold Us harmless from any liability, loss, costs, expenses (including reasonable attorneys' fees) or damages, including punitive and extra-contractual damages, resulting from:

- (a) any disclosure of personal health information by You, Your TPA, or the Plan; or
- (b) Our disclosure of personal health information to You, or to any individual or organization as permitted or required by law, or as permitted or required by this Policy and allowed or not prohibited by law.]

We agree not to use or to further disclose personal health information other than as permitted or required by law or as permitted or required by this Policy and allowed or not prohibited by law. In addition to other disclosures permitted or required by this Policy, We may disclose health information to:

- (a) Our directors, officers, agents and employees as necessary or appropriate to perform Our obligations related to the administration of the Policy;
- (b) persons or organizations that have contracted with Us including, without limitation, reinsurers, subrogation vendors, and others who support Our administration of this Policy; or
- (c) to You, Your privacy officer, or Your TPA.

We agree to use appropriate safeguards to prevent the use or disclosure of personal health information other than as provided by the Policy and as required by law. Upon termination of the Policy, We agree to continue extending this same level of protection to all personal health information. We shall not make any disclosure if such disclosure is prohibited by law.

SUPPLEMENTAL DEFINITIONS RIDER

This Rider is made a part of Policy V.

This Rider is effective V.

This Rider is subject to all of the provisions of the Policy that are not inconsistent with the provisions of this Rider.

Definitions

Capitalized terms used in this Rider are used with the meanings assigned to them in the Policy or this Rider.

[Experimental Service or Supply means a drug, device, treatment or procedure:

- (a) which cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and which has not been so approved for marketing at the time the drug, device, treatment or procedure is furnished;
- (b) which was reviewed and approved (or which is required by federal law to be reviewed and approved) by the treating facility's Institutional Review Board or other body serving a similar function or, a drug, device, treatment or procedure which is used with a patient informed consent document which was reviewed and approved (or which is required by federal law to be reviewed and approved) by the treating facility's Institutional Review Board or other body serving a similar function;
- (c) which Reliable Evidence shows is the subject of on-going phase I or II clinical trials or is under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis; or
- (d) for which the prevailing opinion among experts, as shown by Reliable Evidence, is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis.

Reliable Evidence means published reports and articles in peer-reviewed medical and scientific literature; the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device, treatment or procedure; or the patient informed consent document used by the treating facility or by another facility studying substantially the same drug, device, treatment or procedure.]

[Maximum Allowable Amount means the total charge considered as an Eligible Expense before applicable deductibles and reimbursement percentages are applied. If the Reasonable and Customary Charge is less than the maximum allowable amount, the Reasonable and Customary Charge applies. In no event shall the maximum allowable amount exceed the amount billed by a health care provider or the amount for which the Eligible Participant is responsible.

The maximum allowable amount for provider charges related to multiple or bilateral surgeries performed during the same operative session will be:

- (a) [100%] [range 75%-100%] of the Reasonable and Customary Charge for the primary procedure;

- (b) [50%] [range 10%-75%]of the Reasonable and Customary Charge for the secondary procedure; and
- (c) [25%] [range 10%-75%] of the Reasonable and Customary Charge for each additional procedure.

The maximum allowable amount for surgical assistance by a physician will be [20%] [range 20%-50%] of the Reasonable and Customary Charge for the surgery for which the assistance is provided.

If We determine that certain services or supplies should have been billed together, or that certain services or supplies should have been billed separately, the maximum allowable amount will be based on Our determination of how such services or supplies should have been billed.]

[Reasonable and Customary Charge means the amount charged for services and supplies which is no higher than the [90th] [range is 50th-100th] percentile identified on the Healthcare Charges Database (HCD) for such services or supplies. If We determine that insufficient data exists from the HCD for a service or supply, We will determine the reasonable and customary charge by multiplying the unit cost of the HCD service category assigned to the service or supply by the relative value assigned to the services or supplies by the Medicare Resource Based Relative Value Scale. If a relative value is not available from Medicare, We will use a commercially available relative value scale selected by Us.

For complex, new, and other services or supplies that We determine have no applicable relative value, We will assign a reasonable and customary charge. In no event will the reasonable and customary charge exceed the billed amount or the amount for which the Eligible Participant is responsible.

Reasonable and customary charges may not reflect actual charges and do not consider a provider's training, experience, or category of licensure.

Healthcare Charges Database means a commercially available charge information database selected by Us that provides historical information about charges for service and supplies by procedure code and geographic categories, all as determined and adjusted by the database supplier. The healthcare charges database will be updated by Us as information becomes available from the database supplier, up to twice each year. We may also modify the database in Our discretion to reflect Our experience. We have the right, in Our discretion, to substitute or replace the database with a database or databases of comparable purpose, with or without notice.]

[Medically Necessary means a service or supply that is ordered prescribed or rendered by a physician or hospital and is determined by Us, or a qualified party or entity selected by Us, to be:

- (a) provided for the diagnosis or direct treatment of an injury or illness;
- (b) appropriate and consistent with the symptoms and findings or diagnosis and treatment of an Eligible Participant's injury or illness;
- (c) provided in accordance with generally accepted professional standards and/or medical practice; and
- (d) the most appropriate supply or level of service which can be provided on a cost effective basis (including, but not limited to, inpatient vs. outpatient care, electric vs. manual wheelchair, surgical vs. medical or other types of care.)

The fact that an Eligible Participant's physician or a hospital orders, prescribes or renders services or supplies does not mean such services or supplies are medically necessary.]

HM LIFE INSURANCE COMPANY

Mike Sullivan

President

AGGREGATE STOP LOSS INSURANCE MONTHLY ACCOMMODATION BENEFIT RIDER

This Rider is made a part of Policy V.

This Rider is effective V.

This Rider is subject to all of the provisions of the Policy that are not inconsistent with the provisions of this Rider.

Definitions

Capitalized terms used in this Rider are used with the meanings assigned to them in the Policy or this section of the Rider.

Accumulated Aggregate Deductible means an amount equal to the greater of (a) the sum of all the Monthly Aggregate Deductibles from the start of the Policy Period through the month for which a Monthly Accommodation is requested or (b) an amount equal to the Minimum Monthly Aggregate Deductible multiplied by the number of months from the start of the Policy Period through the month for which a Monthly Accommodation is requested.

Monthly Accommodation means an amount equal to:

- (a) The total Eligible Expenses at the end of the month for which a Monthly Accommodation is requested, minus
- (b) The Accumulated Aggregate Deductible, minus
- (c) The total Eligible Expenses in excess of any [Family] Specific Deductible, minus
- (d) Any Aggregate Stop Loss Benefits or Monthly Accommodations previously paid to You during the Policy Period,

multiplied by the Aggregate Reimbursement Percentage.

Benefit

If, at the end of any month during the Policy Period, Eligible Expenses exceed the Accumulated Aggregate Deductible, We will provide You with a Monthly Accommodation, subject to all of the following conditions:

1. You must provide Us with a Written Request for a Monthly Accommodation that includes proof acceptable to Us that We owe You a Monthly Accommodation.
2. A Monthly Accommodation may not exceed the Maximum Aggregate Reimbursement.
3. You are not entitled to a Monthly Accommodation if:
 - (a) The amount of the Monthly Accommodation is less than [\$5,000] [range is \$1,000 or more];
 - (b) On the date We receive Your Written Request for a Monthly Accommodation there are less than [30] [range is 5-45] days remaining in the Policy Period;
 - (c) We receive Your Written Request for a Monthly Accommodation more than [30] [range is 0-30] days after the end of the month for which You have requested a Monthly Accommodation;

- (d) On the date We receive Your Written Request for a Monthly Accommodation We have not received all premium You owe Us; or
 - (e) You have already received a Monthly Accommodation for that month.
4. If We pay a Monthly Accommodation to You and if at the end of any subsequent month during the Policy Period, the Accumulated Aggregate Deductible (“A”) is greater than the total Eligible Expenses minus any previous Monthly Accommodation paid to You during the Policy Period (“B”), You must pay Us the amount by which A exceeds B, up to the total amount previously paid to You in accordance with this Rider. You must pay Us this amount within [30] [range 30-180] days after the end of any month during which A exceeds B. If you fail to comply with Your obligations under this section:
- (a) Your right to receive any additional Monthly Accommodations shall be revoked;
 - (b) The total outstanding amount owed to Us will become immediately due and payable;
 - (c) We shall have the right to reduce any benefit payable to You under this Policy by the amount You owe Us; and
 - (d) We shall have the right to immediately terminate this Policy.
5. If the Policy terminates before the end of the Policy Period:
- (a) The Annual Aggregate Deductible will be deemed not satisfied;
 - (b) We will not be liable for any Monthly Accommodations;
 - (c) Within [30] [no range] days after the Policy terminates, You shall refund to Us the sum of all Monthly Accommodations paid to You during the Policy Period; and
 - (d) We shall have the right to reduce any benefit payable to You under this Policy by the amount You owe Us if such amount is not paid to Us when due.

~~UNITED OF OMAHA~~ HM LIFE INSURANCE COMPANY



~~Chairman of the Board and Chief Executive Officer~~ President

AMENDMENT RIDER

This Rider is made a part of Group Policy **V**.

This Rider is effective **V**.

This Rider is subject to all of the provisions of the Policy that are not inconsistent with the provisions of this Rider.

[The name of the Policyholder, **V**, wherever shown in the Policy is changed to read:

V]

[The **EXCLUSIONS** section as shown in the Master Policy, [Form ~~5654GM-U-EZ-09~~ **HMP 710-SL**] is changed to [include] [remove] the following:

- (a) [body organ transplants][:]
- (b) [**V**][.]

[The [SPECIFIC ACCOMMODATION RIDER, Form ~~42102GR-EZ-09~~ **HMP-SL 710-SA**] is deleted from the Policy.]

[**V]**

UNITED OF OMAHA **HM LIFE INSURANCE COMPANY**



Chairman of the Board and Chief Executive Officer **President**

SPECIFIC STOP LOSS INSURANCE ACCOMMODATION BENEFIT RIDER

This Rider is made a part of Policy V.

This Rider is effective V.

This Rider is subject to all of the provisions of the Policy that are not inconsistent with the provisions of this Rider.

Definitions

Capitalized terms used in this Rider are used with the meanings assigned to them in the Policy or this section of the Rider.

Specific Accommodation means a Specific Stop Loss Benefit payable to You before a draft or check for Plan benefits is delivered to the payee(s) in accordance with the **Benefit** section of this Rider.

Benefit

We will pay a Specific Accommodation to You if all of the following conditions are met:

1. We must receive Your Written Request for a Specific Accommodation no less than [10] [range is 10 - 60] days before the end of the Policy Period;
2. Your Written Request must provide proof acceptable to Us that We will owe You a Specific Stop Loss Benefit in accordance with the Specific Stop Loss Benefits provision of the Policy which is greater than [\$1,000] [range is \$1,000 - \$10,000];
3. Within [10] [range 5 - 10] calendar days after You receive a Specific Accommodation from Us, You must deliver a draft or check for Plan benefits to the payee(s) and, promptly thereafter, deposit the Specific Accommodation in the bank account that You use to fund Plan benefits. In no event may the Specific Accommodation be deposited before You deliver a draft or check for Plan benefits to the payee(s);
4. Upon Our request You must supply Us with proof that a draft or check for Plan benefits has been issued to the payee(s);
5. If, for any reason, You issue a draft or check to the payee(s) that is less than the amount of the Specific Accommodation or You fail to use any portion of the Specific Accommodation for payment of Plan benefits, You must refund to Us within [10] [range is 5 - 10] days after You receive the Specific Accommodation any portion of the Specific Accommodation which is less than the amount of the Plan benefits or which was not used for payment of Plan benefits; and
6. If You fail to comply with any of Your obligations set forth in this Rider:
 - (a) Your right to receive Specific Accommodations shall be revoked;
 - (b) We shall have the right to reduce any benefit payable to You under this Policy by any amount You owe Us if such amount is not paid to Us when due; and
 - (c) We shall have the right to immediately terminate this Policy.

~~UNITED OF OMAHA~~ **HM** LIFE INSURANCE COMPANY

Mike Sullivan

Chairman of the Board and Chief Executive Officer President

STEP-DOWN SPECIFIC DEDUCTIBLE RIDER

This Rider is made a part of Policy V.

This Rider is effective V.

This Rider is subject to all of the provisions of the Policy that are not inconsistent with the provisions of this Rider.

Definitions

Capitalized terms used in this Rider are used with the meanings assigned to them in the Policy or this section of the Rider.

Step-Down Specific Deductible Reduction Amount means an amount equal to the lesser of (a) the Specific Deductible multiplied by [10%] [range is 1% to 30%] or (b) [\$10,000] [range is \$10,000 - \$100,000].

Benefit

The Specific Deductible described in the Specific Stop Loss Benefits section of the Schedule of Insurance will be replaced [reduced] by the Step-Down Specific Deductible Reduction Amount for certain Eligible Participants when the following conditions have been satisfied:

1. [We have been provided with acceptable proof to Us that the Eligible Participant has been diagnosed with kidney failure within [5] [range 5-30] days of the placement of a fistula for future dialysis treatment; and
2. The dialysis treatment is managed by [Golden Triangle] [need this to be variable, so we can replace with other vendors as needed].

or]

1. [We have been provided with acceptable proof to Us that the Eligible Participant (a) has been diagnosed with cancer within [5] [range 5-30] days after such diagnosis and (b) will receive chemotherapy treatment;
2. We have been notified of the cancer diagnosis prior to the commencement of chemotherapy treatment; and
3. The cancer treatment is managed by [Biologics] [need this to be variable, so we can replace with other vendors as needed].

or]

[[V] [need variable option for any future diagnosis we may want to add at a later date).]]

UNITED OF OMAHA HM LIFE INSURANCE COMPANY



Chairman of the Board and Chief Executive Officer President

TERMINAL LIABILITY FOR AGGREGATE STOP LOSS BENEFIT RIDER

This Rider is made a part of Policy V.

This Rider is effective V.

This Rider is subject to all of the provisions of the Policy that are not inconsistent with the provisions of this Rider.

Definitions

Capitalized terms used in this Rider are used with the meanings assigned to them in the Policy or this section of the Rider.

Terminal Annual Aggregate Deductible means an amount equal to the Annual Aggregate Deductible multiplied by [125%] [range is 100%-200%].

Benefit

If this Policy terminates at the end of the Policy Period and You do not replace this Policy with a new stop loss policy issued by Us [or any other carrier], the Aggregate Benefit Period shall be extended to include Eligible Expenses [incurred from V to V and] Paid from V to V. The Aggregate Benefit Period shall not be extended if the Policy terminates prior to the end of the Policy Period.

The Aggregate Stop Loss Benefit payable in accordance with this Rider shall equal:

1. The Eligible Expenses, which are [incurred from V to V and] Paid from V to V, minus
2. The Terminal Annual Aggregate Deductible, minus
3. Any previous Aggregate Stop Loss Benefits paid to You in accordance with this Policy,

multiplied by the Aggregate Reimbursement Percentage.

The Aggregate Stop Loss Benefit payable in accordance with this Rider will not exceed the Maximum Aggregate Reimbursement.

For an Aggregate Stop Loss Benefit to be payable, written proof of claim must be provided to Us at Our Home Administrative Office no later than [90] [range is 15-180] days after the end of the extended Aggregate Benefit Period described herein. Written proof of claim must be in a form satisfactory to Us and include any information We may require to fulfill Our obligations under the Policy or to enforce or pursue any of Our rights under the Policy.

UNITED OF OMAHA HM LIFE INSURANCE COMPANY



~~Chairman of the Board and Chief Executive Officer~~ President

TERMINAL LIABILITY FOR AGGREGATED SPECIFIC STOP LOSS BENEFIT RIDER

This Rider is made a part of Policy **V**.

This Rider is effective **V**.

This Rider is subject to all of the provisions of the Policy that are not inconsistent with the provisions of this Rider.

Definitions

Capitalized terms used in this Rider are used with the meanings assigned to them in the Policy or this section of the Rider.

Terminal Specific Deductible means an amount equal to the Specific Deductible multiplied by [125%] [range is 100%-200%].

Benefit

If the Policy terminates at the end of the Policy Period and You do not replace this Policy with a new stop loss policy issued by Us, the Specific Benefit Period shall be extended to include Eligible Expenses [incurred from **V** to **V** and] Paid from **V** to **V**. The Specific Benefit Period shall not be extended if the Policy terminates prior to the end of the Policy Period.

The Specific Stop Loss Benefit payable in accordance with this Rider shall equal:

1. The Eligible Expenses for an Eligible Participant which are [incurred from **V** to **V** and] Paid from **V** to **V**, minus
2. The Terminal Specific Deductible, minus
3. The unsatisfied portion of the Aggregated Specific Deductible,

multiplied by the Specific Reimbursement Percentage.

The Specific Stop Loss Benefit payable in accordance with this Rider will not exceed the Maximum Specific Reimbursement.

In addition to the Terminal Specific Deductible, the Aggregated Specific Deductible must be satisfied before a Specific Stop Loss Benefit is payable. The Aggregated Specific Deductible is satisfied by applying toward the Aggregated Specific Deductible any Eligible Expenses that exceed the Specific Deductible for one or more Eligible Participants. Once the Aggregated Specific Deductible is satisfied, any subsequent claims for Specific Stop Loss Benefits will not be reduced by the Aggregated Specific Deductible.

[Eligible Expenses used to satisfy the Aggregated Specific Deductible may not be used to satisfy the Annual Aggregate Deductible and will not be eligible for payment as an Aggregate Stop loss Benefit.]

For a Specific Stop Loss Benefit to be payable, written proof of claim must be provided to Us at Our Home [Administrative](#) Office as soon as reasonably possible after the Terminal Specific Deductible and any unsatisfied portion of the Aggregated Specific Deductible have been satisfied. Notwithstanding the previous sentence, proof of claim may not be provided to Us later than [90] [15–180] days after the end of the extended Specific Benefit Period described herein. Written proof of claim must be in a form satisfactory to Us and include any information We may require to fulfill Our obligations under the Policy or to enforce or pursue any of Our rights under the Policy.

UNITED OF OMAHA HM LIFE INSURANCE COMPANY

A handwritten signature in cursive script that reads "Mike Sullivan". The signature is written in a dark ink and is positioned centrally below the company name.

Chairman of the Board and Chief Executive Officer President

TERMINAL LIABILITY FOR FAMILY AGGREGATED SPECIFIC STOP LOSS BENEFIT RIDER

This Rider is made a part of Policy **V**.

This Rider is effective **V**.

This Rider is subject to all of the provisions of the Policy that are not inconsistent with the provisions of this Rider.

Definitions

Capitalized terms used in this Rider are used with the meanings assigned to them in the Policy or this section of the Rider.

Family Aggregated Specific Stop Loss Benefit means the benefit determined in accordance with the Benefit section of this Rider.

Terminal Family Specific Deductible means an amount equal to the Family Specific Deductible multiplied by [125%] [range is 100%-200%].

Benefit

If the Policy terminates at the end of the Policy Period [and You do not replace this Policy with a new stop loss policy issued by Us], the Specific Benefit Period shall be extended to include Eligible Expenses [incurred from **V** to **V** and] Paid from **V** to **V**. The Specific Benefit Period shall not be extended if the Policy terminates prior to the end of the Policy Period.

The Family Aggregated Specific Stop Loss Benefit for any Family Unit payable in accordance with this Rider shall equal:

1. The Eligible Expenses for such Family Unit, which are [incurred from **V** to **V** and] Paid from **V** to **V**, minus
2. The Terminal Family Specific Deductible, minus
3. The unsatisfied portion of the Aggregated Specific Deductible,

multiplied by the Specific Reimbursement Percentage.

The Family Aggregated Specific Stop Loss Benefit payable in accordance with this Rider will not exceed the Family Maximum Specific Reimbursement.

In addition to the Terminal Family Specific Deductible, the Aggregated Specific Deductible must be satisfied before a Family Aggregated Specific Stop Loss Benefit is payable. The Aggregated Specific Deductible is satisfied by applying toward the Aggregated Specific Deductible any Eligible Expenses that exceed the Family Specific Deductible for one or more Family Units. Once the Aggregated Specific Deductible is satisfied, any subsequent claims for Family Aggregated Specific Stop Loss Benefits will not be reduced by the Aggregated Specific Deductible.

[Eligible Expenses used to satisfy the Aggregated Specific Deductible may not be used to satisfy the Annual Aggregate Deductible and will not be eligible for payment as an Aggregate Stop Loss Benefit.]

For a Family Aggregated Specific Stop Loss Benefit to be payable, written proof of claim must be provided to Us at Our Home Administrative Office as soon as reasonably possible after the Terminal Family Specific Deductible and any unsatisfied portion of the Aggregated Specific

Deductible have been satisfied. Notwithstanding the previous sentence, proof of claim may not be provided to Us later than [90] [15-180] days after the end of the extended Specific Benefit Period described herein. Written proof of claim must be in a form satisfactory to Us and include any information We may require to fulfill Our obligations under the Policy or to enforce or pursue any of Our rights under the Policy.

UNITED OF OMAHA ~~HM~~ LIFE INSURANCE COMPANY

A handwritten signature in cursive script that reads "Mike Sullivan". The signature is written in black ink and is positioned to the right of the company name.

~~Chairman of the Board and Chief Executive Officer~~ President

TERMINAL LIABILITY FOR FAMILY SPECIFIC STOP LOSS BENEFIT RIDER

This Rider is made a part of Policy V.

This Rider is effective V.

This Rider is subject to all of the provisions of the Policy that are not inconsistent with the provisions of this Rider.

Definitions

Capitalized terms used in this Rider are used with the meanings assigned to them in the Policy or this section of the Rider.

Terminal Family Specific Deductible means an amount equal to the Family Specific Deductible multiplied by [125%] [range is 100%-200%].

Benefit

If the Policy terminates at the end of the Policy Period and You do not replace this Policy with a new stop loss policy issued by Us, the Specific Benefit Period shall be extended to include Eligible Expenses [incurred from V to V and] Paid from V to V. The Specific Benefit Period shall not be extended if the Policy terminates prior to the end of the Policy Period.

The Family Specific Stop Loss Benefit for any Family Unit payable in accordance with this Rider shall equal:

1. The Eligible Expenses for such Family Unit, which are [incurred from V to V and] Paid from V to V, minus
2. The Terminal Family Specific **Deductible**,

multiplied by the **Specific Reimbursement Percentage**.

The Family Specific Stop Loss Benefit payable in accordance with this Rider will not exceed the Family Maximum Specific Reimbursement.

For a Family Specific Stop Loss Benefit to be payable, written proof of claim must be provided to Us at Our Home Administrative Office as soon as reasonably possible after the Terminal Family Specific Deductible has been satisfied. Notwithstanding the previous sentence, proof of claim may not be provided later than [90] [15-180] days after the end of the extended Specific Benefit Period described herein. Written proof of claim must be in a form satisfactory to Us and include any information We may require to fulfill Our obligations under the Policy or to enforce or pursue any of Our rights under the Policy.

UNITED OF OMAHA HM LIFE INSURANCE COMPANY



Chairman of the Board and Chief Executive Officer President

TERMINAL LIABILITY FOR SPECIFIC STOP LOSS INSURANCE BENEFIT RIDER

This Rider is made a part of Policy **V**.

This Rider is effective **V**.

This Rider is subject to all of the provisions of the Policy that are not inconsistent with the provisions of this Rider.

Definitions

Capitalized terms used in this Rider are used with the meanings assigned to them in the Policy or this section of the Rider.

Terminal Specific Deductible means an amount equal to the Specific Deductible multiplied by [125%] [range is 100%-200%].

Benefit

If the Policy terminates at the end of the Policy Period and You do not replace this Policy with a new stop loss policy issued by Us [or any other carrier], the Specific Benefit Period shall be extended to include Eligible Expenses [incurred from **V** to **V** and] Paid from **V** to **V**. The Specific Benefit Period shall not be extended if the Policy terminates prior to the end of the Policy Period.

The amount of Eligible Expenses for any Eligible Participant that We will allow in calculating the Specific Stop Loss Benefit payable for an Eligible Participant in accordance with this Rider shall equal:

1. The Eligible Expenses for such Eligible Participant, which are [incurred from **V** to **V** and] Paid from **V** to **V**, minus
 2. The Terminal Specific Deductible,
- multiplied by the Specific Reimbursement Percentage.

The Specific Stop Loss Benefit payable in accordance with this Rider will not exceed the Maximum Specific Reimbursement.

For a Specific Stop Loss Benefit to be payable, written proof of claim must be provided to us at Our Home Administrative Office as soon as reasonably possible after the Specific Deductible for an Eligible Participant has been satisfied. Notwithstanding the previous sentence, proof of claim may not be provided to us later than [90] [range is 15-180] days after the end of the extended Specific Benefit Period described herein. Written proof of claim must be in a form satisfactory to Us and include any information We may require to fulfill Our obligations under the Policy or to enforce or pursue any of Our rights under the Policy.

UNITED OF OMAHA HM LIFE INSURANCE COMPANY



~~Chairman of the Board and Chief Executive Officer~~ President

**United of Omaha HM Life Insurance Company "the Company"
Select Risk Questionnaire for Stop Loss Insurance**

Name of Applicant: _____ Requested Effective Date: _____ Proposed Specific Deductible: \$ _____

This Select Risk Questionnaire ("Questionnaire") must be completed and returned to the Company by the Applicant no earlier than [30] [range 0 – 120] calendar days prior to and no later than the Requested Effective Date.

The Company will rely on the information supplied to:

- (a) evaluate and determine whether to issue a stop loss policy to the Applicant;
- (b) adjust specific deductibles for (or exclude losses related to) individuals with known medical conditions;
- (c) waive active at work requirements for employees and performing normal activities requirements for dependents under any issued stop loss policy; and/or
- (d) determine the premium rates and other underwriting terms and conditions for any issued stop loss policy.

This information will be included in and shall become a part of any stop loss policy issued by the Company. Stop loss insurance will not begin unless and until the Company approves the application for stop loss insurance.

Complete Attachment A of this Questionnaire, with respect to any individuals (employees, COBRA participants, FMLA or other continuees, retirees or dependents) satisfying any of the following criteria and who are currently covered under or are expected to be covered under the Applicant's self insured health care plan on the Requested Effective Date:

- (a) Any individual who has received benefits under the Applicant's health care plan, including pharmacy card benefits, during the last [12] [range 6-12] months (including any pending charges not yet paid and claims denied due to missing information or due to additional investigation) exceeding [50%] [range 25-75%] of the Proposed Specific Deductible;
- (b) Any individual confined in a medical facility or institution during the past [30] [range 0-120] days or expected to be so confined at any time during the period commencing on the date this Questionnaire is signed and ending on the [90th] [range 0-120] day after the Requested Effective Date;
- (c) Any employee absent from work due to illness or injury on the day this Questionnaire is signed;
- (d) Any individual physically or mentally unable to perform all of the normal activities of an individual who is in good health on the day this Questionnaire is signed; or
- (e) Any individual diagnosed with any serious illness or injury including but not limited to any of the following diagnoses, regardless of whether the individual has received any benefits:

ICD-9 Code	Diagnosis	ICD-9 Code	Diagnosis	ICD -9 Code	Diagnosis
001-139	Infectious Diseases/AIDS/HIV	290-299	Mental & Nervous Disorders/Psycho-neurotic	640-670, V31-V37	High Risk Pregnancy/Complications
140-239	Malignancies/Cancer/Leukemia	320-389	M.S./Nervous System/Encephalitis	719-730	Connective Tissue/Back Disorder/Osteomyelitis
250	Uncontrolled Diabetes/Complications	393-448	Heart Disease/CHF/Cardiomyopathy/ Cerebrovascular Disease/Stroke	740-779	Congenital Anomalies/Newborn Complications
272.7	Gauchers Disease/Malabsorption Syndrome	490-496	Primary Pulmonary Hypertension/Respiratory	800-854, 952-953	Intracranial/Spinal Cord Trauma/Paralysis
277	Cystic Fibrosis	555-558, V44	Severe GI Disorders/Regional Enteritis	860-950	Major Trauma/Amputation/Burns
278 & 783	Hyperalimentionation/Feeding Disorders	570-579	Chronic Liver/Pancreatic Disease/Hepatitis	996-997, V42	Organ Transplants
283.2 & 286	PNH/Hemophilia/Blood Disorders	582-588	Renal Disease/Failure/Dialysis		

To assist in identifying individuals who satisfy any of the criteria noted above when completing Attachment A, the Applicant should obtain and analyze, without limitation, pending claim reports, large claim reports, claims denied due to missing information or due to additional investigation, precertification, large case management and other utilization review/management reports, subrogation reports, employee attendance records, sick leave and disability reports. As an alternative to completing Attachment A, the Applicant may attach a report(s), acceptable to the Company, that contain(s) the information requested for Attachment A. If this alternative is chosen, the report(s) must be generated no more than [5] [range 0-120] days before and no later than the date this Questionnaire is signed, and individuals satisfying any of the above criteria must be highlighted on the report.

As an authorized employee, agent or representative of the Applicant, I hereby warrant and represent that the information included on Attachment A or any reports supplied is complete and accurate. I acknowledge that the information requested herein is material and that failure to disclose complete information, or providing inaccurate information, may result in the:

- (a) denial of stop loss reimbursements for losses related to (or the adjustment of specific deductibles for) certain individuals;

