

SERFF Tracking Number: FDLT-127033913 State: Arkansas
Filing Company: Fidelity Security Life Insurance Company State Tracking Number: 48088
Company Tracking Number: M-8004
TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan
Product Name: Group Stop Loss Coverage
Project Name/Number: Group Stop Loss Coverage/M-8004

Filing at a Glance

Company: Fidelity Security Life Insurance Company

Product Name: Group Stop Loss Coverage SERFF Tr Num: FDLT-127033913 State: Arkansas
TOI: H12 Health - Excess/Stop Loss SERFF Status: Closed-Approved- State Tr Num: 48088
Closed

Sub-TOI: H12.004 Self-Funded Health Plan Co Tr Num: M-8004 State Status: Approved-Closed
Filing Type: Form Reviewer(s): Rosalind Minor
Disposition Date: 03/02/2011
Authors: Jennifer Glaser, Kelly
Humiston, Teresa Saling, Debbie
Oestreich, Kirsten Farmer
Date Submitted: 02/23/2011 Disposition Status: Approved-
Closed
Implementation Date Requested: On Approval Implementation Date:
State Filing Description:

General Information

Project Name: Group Stop Loss Coverage
Project Number: M-8004
Requested Filing Mode: Review & Approval
Explanation for Combination/Other:
Submission Type: New Submission
Group Market Type: Employer, Other

Overall Rate Impact:

Deemer Date:

Submitted By: Teresa Saling

Filing Description:

Fidelity Security Life Insurance Company

NAIC # 71870 FEIN # 43-0949844

Group Stop Loss Insurance

M-8004 Group Stop Loss Insurance Policy

S-8004 Schedule of Stop Loss

A-01123AR Application for Stop Loss Insurance

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 02/22/2011

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Explanation for Other Group Market Type:
Unions

Filing Status Changed: 03/02/2011

State Status Changed: 03/02/2011

Created By: Teresa Saling

Corresponding Filing Tracking Number:

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We respectfully submit the above referenced forms for your review and approval. These forms are new and do not replace any forms previously filed with your state.

These forms provide Specific and/or Aggregate Stop Loss coverage for groups who self-fund their medical plan. The policy reimburses the group policyholder, as opposed to the individual group member, for medical claims paid to individual group members under self-insured plans.

This group Stop Loss product will be marketed to Taft-Hartley and Welfare Funds (labor unions) as well as employer groups via one-on-one direct agent solicitation.

Variable information is indicated by brackets { }. The variables are to be read as though the phrase is in, out, or the choices shown. If the variable is a numeric, it will not be adjusted to be less favorable than your state allows.

If you have any questions or require additional information, please feel free to telephone me at (800) 648-8624, extension 1276, or Email me at tsaling@fslins.com.

Company and Contact

Filing Contact Information

Teresa Saling, Contract Analyst tsaling@fslins.com
3130 Broadway 800-648-8624 [Phone] 1276 [Ext]
Kansas City, MO 64111-2406 816-751-6026 [FAX]

Filing Company Information

Fidelity Security Life Insurance Company CoCode: 71870 State of Domicile: Missouri
3130 Broadway Group Code: 451 Company Type: Life & Health
Kansas City, MO 64111-2406 Group Name: State ID Number:
(800) 648-8624 ext. [Phone] FEIN Number: 43-0949844

Filing Fees

Fee Required? Yes
Fee Amount: \$150.00
Retaliatory? No
Fee Explanation: \$50.00 x 3 forms = \$150.00
Per Company: No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Fidelity Security Life Insurance Company	\$150.00	02/23/2011	44983720

SERFF Tracking Number: FDLT-127033913 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	03/02/2011	03/02/2011

SERFF Tracking Number: FDLT-127033913 *State:* Arkansas
Filing Company: Fidelity Security Life Insurance Company *State Tracking Number:* 48088
Company Tracking Number: M-8004
TOI: H12 Health - Excess/Stop Loss *Sub-TOI:* H12.004 Self-Funded Health Plan
Product Name: Group Stop Loss Coverage
Project Name/Number: Group Stop Loss Coverage/M-8004

Disposition

Disposition Date: 03/02/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: *FDLT-127033913* State: *Arkansas*
 Filing Company: *Fidelity Security Life Insurance Company* State Tracking Number: *48088*
 Company Tracking Number: *M-8004*
 TOI: *H12 Health - Excess/Stop Loss* Sub-TOI: *H12.004 Self-Funded Health Plan*
 Product Name: *Group Stop Loss Coverage*
 Project Name/Number: *Group Stop Loss Coverage/M-8004*

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Flesch Certification	Approved-Closed	Yes
Form	Group Stop Loss Insurance Policy	Approved-Closed	Yes
Form	Schedule of Stop Loss	Approved-Closed	Yes
Form	Application for Stop Loss Insurance	Approved-Closed	Yes

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Form Schedule

Lead Form Number: M-8004

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 03/02/2011	M-8004	Policy/Cont ract/Fratern al Certificate	Group Stop Loss Insurance Policy	Initial		50.000	M-8004.pdf
Approved-Closed 03/02/2011	S-8004	Schedule Pages	Schedule of Stop Loss	Initial		50.000	S-8004.pdf
Approved-Closed 03/02/2011	A-01123AR	Application/ Enrollment Form	Application for Stop Loss Insurance	Initial		50.000	A-01123AR.pdf



FIDELITY SECURITY LIFE INSURANCE COMPANY

3130 Broadway
Kansas City, Missouri 64111-2406
Phone 800-648-8624
A STOCK COMPANY
(Herein Called "the Company")

GROUP STOP LOSS INSURANCE POLICY

POLICY NUMBER: {###}
PLAN SPONSOR: {"ABC" Employer}
EFFECTIVE DATE OF POLICY: {Month Day, Year} at 12:01 a.m. local time at the address of the Policyholder

This Policy is issued in consideration of the Plan Sponsor's Application for Stop Loss and payment of the first premium.

We will pay the Plan Sponsor when the Plan Sponsor has an eligible claim, subject to the limits of liability, exclusions, conditions and all other terms of this Policy.

This Policy is delivered in {State} and is governed by its laws. The Plan Sponsor's Application for Stop Loss, other attached forms and Amendments, Endorsements, or Riders, if any, form part of this Policy.

The Policy is issued by Fidelity Security Life Insurance Company at Kansas City, Missouri on the Policy Effective Date.

FIDELITY SECURITY LIFE INSURANCE COMPANY


President


Secretary

Group Stop Loss Insurance Policy
Please Read the Policy Carefully
Non-Participating

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SECTION I.

DEFINITIONS

Other terms may be defined where they are used in this Policy.

Actively at Work means the Covered Person is performing, or available to perform, on a full time basis all regular duties of his or her normal occupation on the Effective Date of this Policy or on his or her last regularly scheduled work day prior to the Effective Date, or on the date a Covered Person becomes eligible, if after the Effective Date of this Policy.

Actively at Life means that the Covered Person or Covered Dependent is able to perform the same lifestyle functions of a person of similar age and sex who is in good health. A Covered Person's Covered Dependent is not Actively at Life if hospital confined.

Administrator means a firm or person having a written agreement with the Plan Sponsor to process its benefits and provide administrative services. The selected Administrator must be acceptable to Us. We reserve the right to reject the Administrators elected by the Plan Sponsor.

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

Annual Aggregate Deductible / Aggregate Deductible means the portion of Eligible Expenses that is wholly retained by the Plan Sponsor and which is not payable to the Plan Sponsor under the terms of this Policy. It is the greater of:

1. the total of the number of Covered Units in each Policy month multiplied by the Monthly Aggregate Deductible Factor from the Schedule of Stop Loss for each Policy month; or
2. the Minimum Annual Aggregate Deductible shown in the Schedule of Stop Loss.

If coverage under this Policy terminates during the Plan Period, the Annual Aggregate Deductible will be based on the full Number of Plan Months shown in the Schedule of Stop Loss. For purposes of this calculation only, the number of Covered Units in the last full month in which the Policy is in force will be considered the number of Covered Units during the balance of the Plan Period remaining after the termination of the Policy.

Aggregate Run-In Limit means the maximum amount of Eligible Expenses shown in the Schedule of Stop Loss, Incurred prior to the Effective Date, that will be included in determining an Aggregate Stop Loss Reimbursement. Eligible Expenses Incurred prior to the Effective Date and in excess of the Aggregate Run-In Limit will not be included in determining an Aggregate Stop Loss Reimbursement.

Aggregate Stop Loss Reimbursement means the amount calculated under the Aggregate Stop Loss Insurance provision as payable by Us to the Plan Sponsor.

Benefit Period means the period established for Specific and/or Aggregate Stop Loss Insurance during which an expense must be Incurred by a Plan Participant and be Paid by the Plan Sponsor for it to be considered an Eligible Expense under this Policy.

Benefit Plan means the program of self-funded accident and sickness benefits provided to Plan Participants by the Plan Sponsor which:

1. is written in the Plan Document that is in effect on the effective date of this Policy, or as amended and so accepted by Us;
2. complies with all required Federal laws and regulations; and
3. meets the minimum requirements of the State in which this Policy is issued.

Covered Dependent means the Covered Person's dependent if such dependent is eligible and covered for benefits under the Benefit Plan.

Covered Person / Person means an employee or member of the Plan Sponsor or any other individual who is eligible for benefits other than as a dependent under the Benefit Plan.

Covered Units means single Persons, single Persons with dependents (families), or a composite of both.

Eligible Expenses means only the charges which:

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

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

Experimental Procedure means any medical procedure, equipment, treatment or course of treatment, drug or medicine that is not generally accepted by the medical profession or that is meant to investigate and is limited to research. This term also means techniques that are restricted to use at those centers that are capable of carrying out disciplined clinical efforts and scientific studies. The term also includes procedures which are not proven in an objective manner to have therapeutic value or benefit. Any procedure or treatment whose effectiveness is medically questionable is also deemed experimental.

"Experimental" is determined through studies, opinions and reference to or by the American Medical Association (AMA), The Federal Drug Administration (FDA), The Department of Health and Human Services (DHHS), the National Institutes of Health (NIH), Diagnostic and Therapeutic Technology Assessment (DATTA), the Council of Medical Specialty Societies or any other medical association or Federal program or agency that has the authority to approve medical testing and treatment. If a treatment has not been addressed by one of the listed organizations, treatment is determined to be appropriate based on the advice of the medical review department and/or an independent medical reviewer and other medical experts.

Incurred means the date which:

1. a covered service was rendered to or supply was received by a Plan Participant; or
2. a periodic disability income benefit payment becomes payable to the Plan Participant (not the date disability commences), under the Benefit Plan.

Medically Necessary means that the services, supplies, treatment and confinement must be generally recognized in the physician's profession as effective and essential for treatment of the injury or illness for which it is ordered; and that they must be rendered at the appropriate level of care in the most appropriate setting based on diagnosis. To be considered Medically Necessary, the care must be based on generally recognized and accepted standards of medical practice in the United States and it must be the type of care that could not have been omitted without an adverse effect on the patient's condition or the quality of medical care.

Services, treatment, supplies or confinement will not be considered Medically Necessary if they are an Experimental Procedure, or if investigational or primarily limited to research in their application to the injury or illness; or if primarily for scholastic, educational, vocational or developmental training; or if primarily for the comfort, convenience or administrative ease of the provider or the patient or his or her family or caretaker.

Minimum Annual Aggregate Deductible means, for the Policy Year, the amount shown in the Schedule of Stop Loss, regardless of how long coverage under this Policy is in force.

Monthly Aggregate Deductible means for any month the total of the number of Covered Units in a Policy month multiplied by the Monthly Aggregate Deductible Factor from the Schedule of Stop Loss for a Policy month.

Plan Document means the written form of the Benefit Plan, which must be filed with and approved by Us. The Plan Document is the basis on which claims are paid under this Policy. Without such document on file, claims will not be paid. The Plan Document includes any amendments that are approved in accordance with the provisions of this Policy.

Plan Participant means both a Covered Person and a Covered Dependent who are eligible for benefits under the Benefit Plan. Plan Participants are limited to those individuals for whom premiums are received by Us from the Plan Sponsor.

Plan Period means the date specified in the Schedule of Stop Loss. This is the period on which premiums are based. The Plan Period will conclude with the earlier of the Renewal Date or the date coverage terminates according to the **TERMINATION** and **CANCELLATION** provisions of this Policy.

Paid / Pay / Payment means charges that, as of the dates shown on the Schedule of Stop Loss for the Benefit Period:

1. are covered and payable under the Benefit Plan;
2. have been adjudicated and approved;
3. for which a check or draft is issued for Eligible Expenses during the Benefit Period and has been deposited in the U.S. mail, or other similar conveyance, or is otherwise received by the payee within five (5) days to the date the check or draft is issued; and
4. for which there are sufficient funds on deposit on the date of issue of the check or draft.

Our reimbursements will not be made until all of these conditions are satisfied. Checks or drafts that are returned to the payor unpaid for any reason will not be considered Paid.

Policy means this Group Stop Loss Insurance Policy issued by Us.

Reasonable and Customary means the usual charge made by an individual, group or entity who renders or furnishes services, treatment or supplies which are covered under this Policy. In no event does it mean a charge in excess of the general level of charges made by others who render or furnish similar services, treatments or supplies to individuals:

1. who reside in the same geographical area; and
2. whose illness or Injury is comparable in nature or severity.

The fact that a treatment is determined to be Medically Necessary does not, of itself, mean that the charge will be determined to be Reasonable and Customary.

Specific Stop Loss Reimbursement means the amount calculated under the Specific Stop Loss Insurance provision as payable by Us to the Plan Sponsor.

Specific Deductible means the amount which is wholly retained by the Plan Sponsor as shown in the Schedule of Stop Loss. The Specific Deductible applies separately to each Plan Participant for each Plan Period. The Specific Deductible for each subsequent Plan Period will be determined by Us.

We / Our / Us / The Company means Fidelity Security Life Insurance Company.

SECTION II.

BENEFITS

We will reimburse the Plan Sponsor for Eligible Expenses that exceed the Specific Deductible shown in the Schedule of Stop Loss and the Aggregate Deductible as calculated by the terms of this Policy.

SPECIFIC STOP LOSS INSURANCE

We will pay, subject to the terms, conditions, and limitations of this Policy, the Specific Stop Loss Reimbursement, if any, to the Plan Sponsor.

Claims under Specific Stop Loss Insurance will be paid by Us after our acceptance of proof of Payment and satisfactory proof of Eligible Expense under the Benefit Plan. A Specific Deductible applies to each Plan Participant. The Specific Deductible is identified in the Schedule of Stop Loss. Each Specific Deductible can be met only by Eligible Expenses as to the particular Plan Participant, which are Incurred and Paid by the Plan Sponsor during the Benefit Period specified in the Schedule of Stop Loss. Any Payment the Plan Sponsor makes will be applied to the Plan Period in which Payment is actually made. There will be no coverage for payments made which have been or will be reimbursed by another source.

The Specific Stop Loss Reimbursement applies to a Plan Period or any fraction of that Plan Period. It is:

1. Payments made for Eligible Expenses during the Benefit Period with regard to a Plan Participant; less
2. the Specific Deductible for the Plan Participant; with
3. the result multiplied by the Specific Reimbursement Factor from the Schedule of Stop Loss.

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

Claim Documentation

The following documentation may be required to file a Specific Stop Loss claim:

1. a completed specific claim form;
2. a copy of the Covered Person's enrollment form, including the Covered Person's hire date and the original effective date;
3. complete details regarding eligibility, and if applicable, information regarding work status, pre-existing / HIPAA documentation, subrogation, coordination of benefits, and COBRA;

4. copies of explanations of benefits and checks attached to the corresponding itemized bills;
5. miscellaneous information as applicable, including, but not limited to:
 - a. complete accident details, including how, when, and where an accident may have occurred;
 - b. police reports for motor vehicle accidents or for services for which a law enforcement agency is involved;
 - c. a subrogation and right to recovery reimbursement agreement if charges were Incurred as a result of a third party liability;
 - d. coordination of benefits documentation;
 - e. PPO discount / repricing sheets;
 - f. large case management reports; and
 - g. any other documentation We may request.

{ADVANCE FUNDING

Upon our receipt of the Plan Sponsor's written request made {30} days prior to the end of the Plan Period, the Company may provide advance funding to the Plan Sponsor for Eligible Expenses Incurred, though not Paid, for a Benefit Period shown in the Schedule of Stop Loss. The advance funding with regard to Eligible Expenses will be provided only if all of the following conditions are met:

1. the Plan Sponsor must make Payments for Eligible Expenses sufficient to exceed the Plan Sponsor's Specific Deductible by at least {\$1,000};
2. the Eligible Expenses submitted for advance funding are fully processed according to the terms of the Benefit Plan and ready for Payment;
3. within five (5) working days of its receipt of the advance funding, the Plan Sponsor must Pay the Eligible Expenses;
4. if, for any reason, the Plan Sponsor does not use the advance funding or any portion of it to Pay the Eligible Expense within five (5) working days of receipt of the advance funding, the Plan Sponsor will return the unused portion of the advanced funding to the Company within five (5) working days; and
5. if the Plan Sponsor cancels off-anniversary, advance funding is not permitted.

The amount owed to the Plan Sponsor as the Specific Stop Loss Reimbursement will be reduced by any amounts provided as advance funding under this Policy for the same Benefit Period. At the end of the Benefit Period, any advance funding amounts that exceed the Specific Stop Loss Reimbursement must be repaid within thirty (30) days of written notice from Us.}

AGGREGATE STOP LOSS INSURANCE

We will pay, subject to the terms, conditions, and limitations of this Policy, the Aggregate Stop Loss Reimbursement, if any, to the Plan Sponsor. Payment will be made at the end of the Plan Period or after the termination of coverage if coverage terminates during the Plan Period.

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

The Aggregate Stop Loss Reimbursement for the Plan Period or any fraction of that Plan Period is as follows:

1. Payments made for Eligible Expenses during the Benefit Period, less
2. Eligible Expenses that were Incurred prior to the Effective Date in excess of the amount shown in the Schedule of Stop Loss as the Aggregate Run-In Limit, if any; less
3. any Eligible Expenses in excess of the Maximum Per Plan Participant Annual Aggregate Limit shown on the Schedule of Stop Loss; less
4. the Annual Aggregate Deductible; with
5. the result multiplied by the Aggregate Reimbursement Factor shown on the Schedule of Stop Loss.

The amount of the Aggregate Stop Loss Reimbursement will be the lesser of 5 above or the Aggregate Limit of Liability shown in the Schedule of Stop Loss.

{The amount owed to the Plan Sponsor as the Aggregate Stop Loss Reimbursement will be reduced by any amounts paid under this Policy for the same Plan Period as Aggregate Accommodations that were not repaid as overpayments and were not offset against the Specific Stop Loss Reimbursement. At the end of the Plan Period, any Aggregate Accommodations or any portion thereof that exceed the Aggregate Stop Loss Reimbursement must be repaid within thirty (30) days of written notice from Us. }

Claim Documentation

The following documentation may be required to file an Aggregate Stop Loss claim:

1. completed year end aggregate claims form,
2. Paid claims analysis report indicating claimant's name, Incurred date, charged amount, Paid amount and Paid data;
3. eligibility listing which identifies birth date, effective date, termination date and coverage type;
4. proof of funding including monthly bank statements or other documentation of claims account funding;
5. report of voids, refunds and extra-contractual claims;
6. aggregate claims report;
7. specific report showing which claimants have exceeded the Specific Deductible or loss limit;
8. listing of payments made outside the Aggregate Stop Loss Insurance {(i.e., dental, weekly income, vision, PPO fees and drug card administrative fees)};
9. monthly check register;
10. outstanding overpayment and subrogation log;
11. if prescription drug charges are included, itemized monthly invoices and verification of Payment, if not included on the monthly check registers;
12. COBRA documentation for COBRA participants; and
13. other documentation We may request.

We may also request this information the month following the expiration date of the Policy to review for retroactive adjustments.

{AGGREGATE ACCOMMODATION

Nevertheless, upon the Plan Sponsor's proper filing of an Aggregate Accommodation request, We may make an Aggregate Accommodation to the Plan Sponsor if the requested Aggregate Accommodation exceeds \$1,000.

The Aggregate Accommodation for a Plan Month is:

1. Payments made for Eligible Expenses during the Benefit Period; less
2. Eligible Expenses that were Incurred prior to the Effective Date in excess of the amount shown in the Schedule of Stop Loss as the Aggregate Run-In Limit, if any; less
3. any Eligible Expenses in excess of the Maximum Per Plan Participant Annual Aggregate Limit shown on the Schedule of Stop Loss; less
4. the total of all Monthly Aggregate Deductibles for the current Plan Period; with
5. the result multiplied by the Aggregate Reimbursement Factor shown on the Schedule of Stop Loss; less
6. any other Aggregate Accommodations made in the current Plan Period.

However, if an Aggregate Accommodation has been made during the Plan Period, the Company reserves the right to recalculate the amounts payable at the end of any subsequent month during the Plan Period. If, at such later month, the recalculation reveals that prior Aggregate Accommodations exceed the amount that would currently be payable had the previous Aggregate Accommodations not been made, the Company may, at our option, require repayment of the amount overpaid or may reduce reimbursements due to the Plan Sponsor for the Aggregate Stop Loss Insurance Benefit {or the Specific Stop Loss Insurance Benefit} by the amount overpaid. Repayments for amounts overpaid must be made to the Company within 30 days of our request.

In any case, the sum of the Aggregate Accommodations made in the current Plan Period will not exceed the Aggregate Limit of Liability per Plan Period.

Aggregate Accommodations will not be paid during the last Plan Month.}

SECTION III. DUTIES OF PLAN SPONSOR

The Plan Sponsor will either perform the duties of the Administrator, if approved by the Company, or will have under contract an Administrator acceptable to the Company to act as the Plan Sponsor's agent. The Administrator has no authority to act or speak on behalf of the Company. The duties of the Plan Sponsor are listed below.

- **Plan Document.** The Plan Sponsor will provide the Company with its Plan Document for its approval by the Company.
- **Records.** The Plan Sponsor must maintain records of all Plan Participants and all claim Payments during this Contract Period and for a period of seven (7) years after the termination of this Policy. All such records must be made available to Us as needed to evaluate our liability under this Policy. The Plan Sponsor will maintain a separate record of any and all amounts Paid in excess of benefits eligible under the Benefit Plan.

- **Data Required.** The Plan Sponsor will maintain adequate records acceptable to the Company and provide any information required by the Company to administer this Policy. The Company may periodically examine any records to the coverage under this Policy and any claims filed under the Benefit Plan.
- **Audit.** The Company has the right to inspect and audit all data, claim records and procedures of the Plan Sponsor and the Administrator. The Company may require, upon request, proof of records satisfactory to the Company that Payment has been made to the Plan Participant or the provider for only services or benefits which are the basis of any claim hereunder.

As a result of any examination of these records, the Company will be entitled to readjust benefits, premiums, deductible factors, or reimburse for Eligible Expenses, as may be necessary to reflect the true intent of this Policy. We specifically reserve the right to change premium rates and/or factors as provided under the **PREMIUM RATES & DEDUCTIBLE FACTORS** provision in the **GENERAL PROVISIONS** section of this Policy.

- **Payment of Claims.** The Plan Sponsor will evaluate and either Pay or deny claims under the Benefit Plan. The Plan Sponsor is to have available sufficient funds to Pay claims. All claims for Eligible Expenses must be Paid within thirty (30) days from the date adequate proof of claim is provided to the Administrator.

The Plan Sponsor agrees to utilize and comply with all Plan utilization review, cost containment and/or managed care provisions and requirements.

- **Amendments to the Benefit Plan.** The Benefit Plan will not be changed or amended while this Policy is in force without the Company's prior written consent. Written notification of proposed amendments to the Benefit Plan must be received at our Executive Office prior to the effective date of the change and the Company must consent to the change. For the purposes of payment of benefits under this Policy, changes to the Plan Document will become effective on the first day of the month following the Company's approval of the proposed amendment. In the absence of the Company's prior written consent of the amendment, benefits will be payable under this Policy as though the Plan Document had not been amended.
- **Amendments to the Administrative Agreement or Administrator.** Any Administrator retained by the Plan Sponsor must, at all times, be acceptable to the Company. The Plan Sponsor will provide the Company with a copy of its written agreement with the Administrator, and all amendments thereto. The Plan Sponsor agrees that a copy of any further amendment to or change in said agreement will be provided to the Company sixty (60) days prior to the time it becomes effective. The Plan Sponsor further agrees to provide the Company sixty (60) days prior written notice of its designation of a successor Administrator. The Company reserves the right to reject the designation of a successor Administrator. The Plan Sponsor will provide the Company with a copy of its written agreement with any successor Administrator. The Company will not reimburse the Plan Sponsor for claims paid by someone not properly authorized to do so.
- **Disclosure Requirements.** This Policy has been underwritten based upon the information the Plan Sponsor provided to the Company concerning all Plan Participants eligible for benefits under the Benefit Plan on the effective date of this Policy or on the effective date of any class of Plan Participants added thereafter.

The Plan Sponsor's signature on the application for this Policy represents to the Company that the Plan Sponsor or the Plan Sponsor's authorized representative have consulted with the Plan Sponsor's pre-certification, utilization review and medical management vendors and the Plan Sponsor's Administrator, or former Administrator, to determine who must be disclosed on the Stop Loss Disclosure Statement.

If the Plan Sponsor fails to disclose any person as a risk on the Stop Loss Disclosure Statement, the Company has the right to retroactively revise the premium rates, deductibles, deductible factors, and terms and conditions of this Policy in accordance with its underwriting practice in effect at the time the Policy was underwritten, retroactive to the Effective Date.

- **Reporting Requirements.** The Plan Sponsor will submit by the 15th day of each month all proofs, reports, and supporting documents as the Company may require for the preceding Policy Month, including but not limited to:
 1. summary of all claims Paid;
 2. number of Plan Participants;
 3. premium paid; and
 4. deductible amounts.

The Company will rely upon the claims experience submitted each month to establish the Monthly Aggregate Deductible Factor. If the Company determines that the information provided is inaccurate or incomplete, the Company has the right to change the deductible factors retroactively.

- **Notice of Claim.** The Plan Sponsor will give the Company written notice on our customary proof of loss form within sixty (60) days of the date when a Plan Participant incurs Eligible Expenses for any diagnosis which equal or exceed or would reasonably suggest to a prudent claims administrator the possibility that Eligible Expenses which are covered by this Policy will equal or exceed fifty percent (50%) of the Specific Deductible shown in the Schedule of Stop Loss or \$100,000, whichever is less.

The Plan Sponsor will give the Company written notice on our customary proof of loss form within thirty (30) days of the date Eligible Expenses are Incurred which are covered by this Policy and which are equal to or exceed {seventy-five percent (75%) of} the Annual Aggregate Deductible.

The Plan Sponsor will submit on a timely basis all claims, proofs, reports, and supporting documents.

In addition to the notice of claim requirements above, the Plan Sponsor must immediately notify the Company in writing as soon as it is aware of any loss for Eligible Expenses Incurred by a Plan Participant which may result in a claim under this Policy for any of the conditions, treatments, or circumstances listed below:

1. continuous confinement of more than 30 days in a hospital, skilled nursing facility, rehabilitation or other medical facility;
2. claims that exceed 50% of the Specific Deductible or \$100,000, whichever is less;
3. claims for which a third party may be liable.

The Plan Sponsor or the Plan Sponsor's Administrator must give notice to Us when the total amount Paid by the Plan Sponsor on a Covered Person or Covered Dependent equals or exceeds 50% of the Specific Deductible, or has the potential to exceed 50% of the Specific Deductible. The Plan Sponsor's failure to give prompt notice may result in an adjustment of Our reimbursement to the Plan Sponsor, if any, to reflect any savings We could have obtained had a prompt 50% notification been given.

- **Right of Reimbursement**

We reserve the right to appoint a lawyer to act on Our behalf and commence an action to pursue Our right to reimbursement against a third party. A third party may be a person, organization, entity, or insurance company. The Plan Sponsor agrees to cooperate fully and do all things necessary and required for Us to pursue any action to recover against a third party. Any amounts recovered by the Plan Sponsor, the Administrator, or the Plan Participant in such action will be used first to reimburse the expenses of recovery and then to reimburse Us for any benefit payments made on behalf of the Plan Participant. Any amounts We recover will be used to pay Our expenses of collection and reimbursement for any amounts We may have paid or may become liable to pay to the Plan Sponsor under the terms of this Policy. All amounts remaining will be paid to the Plan Sponsor.

We will also be assigned all rights of recovery if payment is made for which the Plan Sponsor is or becomes entitled to receive from a third party.

SECTION IV.

INDEMNIFICATIONS

LIABILITY AND INDEMNIFICATION

The Company has no obligation whatsoever under this Policy to make any payment directly to any Plan Participant or provider of services for any benefits provided under the Benefit Plan. The Company's sole liability, if any, is to the Plan Sponsor, and subject to all the terms, conditions and limitations of this Policy.

Our sole liability under this Policy is to the Plan Sponsor for Payments made for Plan Participants for Eligible Expenses under the Benefit Plan, subject to the terms and conditions of this Policy. The Policy does not create any right or obligation to pay any Plan Participant, Administrator, or provider of professional or medical services. Nothing in this Policy will be construed to permit a Plan Participant to have a direct right of action against the Company. The Plan Sponsor agrees to hold the Company harmless from any damages, expenses incurred, or judgments awarded arising out of any dispute involving a Plan Participant covered by this Policy, with respect to the Plan Participant's claim of any rights under the Benefit Plan. The Plan Sponsor will indemnify the Company for all expenses, including attorney fees that the Company incurs in defending claims or lawsuits brought against the Company by a Plan Participant. This Policy will not be deemed to make the Company a party to any agreement between the Plan Sponsor and the Administrator. We will not be considered a party to the Benefit Plan of the Plan Sponsor or to any supplement or amendment to it. The Plan Sponsor agrees to hold the Company harmless from damages of any kind which are not caused by the Company's own acts or omissions.

TAXES AND ASSESSMENTS

If, by any law, administrative ruling or judicial decision, premium taxes or state assessments should be assessed against the Company or the Plan Sponsor with respect to claims Paid under the Benefit Plan or the number of members participating in the Benefit Plan, the Plan Sponsor will save and hold the Company harmless from any such premium tax or state assessment liability. The Plan Sponsor will reimburse the Company for the amount of such premium tax or state assessment liability, interest, penalty or any cost due and payable upon receipt by the Company of such notification. The Plan Sponsor agrees that reimbursement may take the form of a retroactive premium adjustment.

SECTION V.

EXCLUSIONS

The Company will not make any payment under this Policy for any loss which is caused by or which results from:

1. expenses Incurred while the Benefit Plan is not in force {with regards to a Covered Person or Covered Dependent for whom a claim is paid};
2. any expense Incurred or paid by the Plan Sponsor under any policy or service agreement other than the Benefit Plan;
3. expenses Paid under the Benefit Plan that are in excess of Reasonable and Customary charges; or any amount Paid which is in excess of the Benefit Plan benefits;
4. expenses Incurred as a result of accidental bodily injury or sickness that is employment-related or for which the Plan Participant is entitled to receive benefits under any workers' compensation, occupational disease law, or similar law whether or not such coverage is actually in force;
5. {expenses for the administration of claims Payments or expenses incurred for a claim which has been submitted in connection with the administration of the Benefit Plan's utilization review, cost containment and/or managed care provisions and requirements};

6. war, declared or undeclared, invasion, civil war, or hostilities;
7. expenses for any Experimental Procedure, service, supply or drug;
8. expenses Incurred in connection with treatment or procedures that are cosmetic;
9. {expenses due to services or supplies rendered to a transplant donor of any organ or bodily element; expenses for the acquisition cost of any organ or bodily element};
10. {expenses relating to non-human organ/tissue transplants, gene therapies, xenographs or cloning};
11. Payments under the Benefit Plan which are recoverable under the Benefit Plan's coordination of benefits, subrogation or right of recovery provisions;
12. expenses which are based upon any noncompliance with any legal statute or regulation;
13. expenses for any legal process or litigation;
14. expenses which are otherwise limited or excluded under the terms and conditions of this Policy, or for which the Company is held harmless;
15. with respect to {Specific} {and} {Aggregate} Stop Loss Insurance, expenses resulting from dental, vision, prescription drug, hearing care, or weekly income, unless specifically stated in the Schedule of Stop Loss;
16. expenses Incurred or paid for services, treatment or supplies, including any hospital confinement, or any portion of a hospital confinement, or confinement in any facility or institution, which are not deemed Medically Necessary and not deemed Eligible Expenses under this Policy;
17. with respect to each retired Covered Person who is eligible for benefits under Medicare, Payment otherwise payable under this Policy will be reduced by the amount of any similar Medicare benefits so that the total reimbursements on behalf of a Covered Person will not exceed 100% of the Covered Person's actual expenses. This provision will be administered in accordance with Federal laws and regulations;
18. {expenses for any claim submitted to the Company more than 1 year after the end of a Benefit Period or termination of this Policy};
19. {expenses Incurred by a Plan Participant for treatment of an illness or injury for which he is entitled to receive benefits under an insured policy, plan or program, including an extension of benefits, or similar type provision, which was in effect immediately preceding the Effective Date of this Policy will not be considered Eligible Expenses under this Policy. Any expense so Incurred will not be used to satisfy the Specific Deductible or Annual Aggregate Deductible};
20. expenses Incurred while the Plan Participant's legal residence is not within the United States;
21. liability otherwise assumed by the Plan Sponsor though excludable under the Benefit Plan;
22. {expenses resulting from the Plan Participant's commission or attempted commission of a felony}; and
23. expenses for any service or treatment which is payable under a government or privately supported medical research program.

SECTION VI.

GENERAL PROVISIONS

ACTIVELY AT WORK & ACTIVELY AT LIFE

If a Covered Person is not Actively at Work or a Plan Participant is Totally Disabled on the Effective Date of this Policy, then no benefits will be provided under this Policy for any Eligible Expense incurred with respect to the individual.

No Eligible Expenses Incurred with respect to such Plan Participant will be used to satisfy any deductible in this Policy, unless they were Incurred the day following the later of:

1. the date the Covered Person returns to work on a full-time basis; or
2. the date the Covered Dependent is no longer Totally Disabled.

For purposes of this provision only, "Totally Disabled" means the Covered Person is unable to perform all of the material and substantial duties of his job on a full-time basis due to disability. For Covered Dependents, it means that on the Effective Date of the Policy, the Plan Participant is unable to meet the Actively At Life requirement.

Regardless of any provisions to the contrary, this limitation applies to all Plan Participants, whether covered under the Benefit Plan on or after the Effective Date of this Plan Period. For subsequent Plan Periods, this limitation does not apply to any Plan Participants who are covered under the Benefit Plan before and on the Effective Date of this Policy.

The Actively at Work requirement may be waived if shown in the Schedule of Stop Loss.

In the event that application is made to include retired persons and/or persons who have elected COBRA (whether the COBRA election is effective on the Policy Effective Date or not), such persons are subject to the Actively at Life requirement unless waived in the Schedule of Stop Loss.

NOTICE

For the purpose of any notice required from Us under the terms of this Policy, notice to the Plan Sponsor will be deemed notice to the Administrator and notice to the Administrator will be deemed notice to the Plan Sponsor.

NOTICE OF APPEAL

Any objection, notice of legal action, request for review or appeal, or complaint received on a claim processed under the Benefit Plan, and on which it reasonably appears reimbursement may be payable under this Policy, will be brought to Our immediate attention.

CHANGES

No agent or any other person except an authorized officer of the Company has the authority to effect a waiver or change any part of this Policy or to stop the Company from asserting any right under the terms of this Policy. The terms of this Policy cannot be waived or changed, except by amendment, endorsement, or rider issued to, and which forms a part of, this Policy.

COST CONTAINMENT PROGRAM

We have the right to participate, at Our option and expense, in any savings or cost containment program that the Plan Sponsor has in place. If no such program exists, We have the right to retain the services of a third party to implement a cost containment program.

PREMIUMS AND GRACE PERIOD

Each premium for the insurance provided under this Policy is payable on or before its due date at the {Administrative Office of the Company}. Payment of premium will not maintain the insurance under this Policy in force beyond the period for which such premium is paid, except as otherwise stated in this provision.

A grace period of {thirty-one (31) days} will be allowed for the payment of each premium due after the first. If any premium after the first is not paid when due, all benefits provided the Plan Sponsor under this Policy will terminate upon the earliest of the following dates:

1. the due date of such premium, if the Plan Sponsor provides written notice to Us and We receive such notice on or before such date that the insurance under this Policy would otherwise terminate;
2. at the end of the grace period upon Our receipt of such written notice during the grace period;
3. at the end of the grace period. The Plan Sponsor will be liable for the pro-rata part of any unpaid premium due during which the insurance under this Policy is continued in-force after the due date of such unpaid premium.

If coverage terminates during the Benefit Period, there will be a refund of premium paid but unearned, based on Our rules then in effect for refunding premium paid but unearned.

{We reserve the right to offset any benefits payable to the Plan Sponsor under this Policy against premiums due and unpaid by the Plan Sponsor. This right will not prevent termination of this Policy for non-payment of premium in accordance with the **TERMINATION** provision {The Company also reserves the right to require an interest payment to be made on premium payments made after the due date. The interest rate charged will be ____%}. }

PREMIUM RATES & DEDUCTIBLE FACTORS

We have the right to establish new premium rates, Aggregated Specific Deductible, and Monthly Aggregate Deductible Factors at any time during the Plan Period, if:

1. the number of Plan Participants changes by more than {ten percent (10%)} from the number used in the most recent premium rate calculation;
2. an increase or decrease in the premium due under this Policy exceeds fifteen percent (15%) over any prior month or thirty percent (30%) over any period of three consecutive months;
3. the Benefit Plan is amended;
4. this Policy is amended;
5. there is a change in law or regulation that affects this Policy;
6. the Plan Sponsor adds or deletes any subsidiary or affiliated companies or divisions; and/or
7. there is a change in the Administrator, preferred provider network, or any other cost containment program.

TERMINATION

The Plan Sponsor will immediately notify Us if the Benefit Plan is terminated. In the event of termination, the Specific Deductible and the Minimum Annual Aggregate Deductible for the full Benefit Period will continue to apply as stated in the Schedule of Stop Loss.

TERMINATION BY MUTUAL AGREEMENT

The Policy may be terminated on a date and time set by mutual agreement between the Plan Sponsor and Us.

TERMINATION BY PLAN SPONSOR

The Plan Sponsor may terminate this Policy by mailing written notice to Us stating when such cancellation is to be effective. Notice must be received by Us not less than thirty-one (31) days prior to the effective date of cancellation. If the Benefit Plan terminates before the end of the Plan Period, this Policy will be deemed to have terminated. The Specific Deductible will be the amount shown in the Schedule of Stop Loss. The Annual Aggregate Deductible will be determined as provided in the definition of Annual Aggregate Deductible.

TERMINATION BY INSURER

We may terminate this Policy on the first of the following dates:

1. the date the number of Covered Persons under this Policy becomes {forty-nine 49 or less} {for three (3) consecutive months};
2. the date the Plan Sponsor fails to perform the duties under this Policy in good faith;
3. the date the Administrator fails to meet our administrative requirements;
4. the date the Benefit Plan terminates;
5. the date the Plan Sponsor suspends active business operations;
6. the date the Plan Sponsor becomes insolvent or bankrupt or subject to liquidation, receivership, or conservatorship;
7. the date the Plan Sponsor dissolves;
8. the date the agreement between the Plan Sponsor and the Administrator terminates, unless We have received the Plan Sponsor's notification of the designation of a successor Administrator and a copy of the agreement between the Plan Sponsor, and both are acceptable to Us;
9. the date the Plan Sponsor fails to accept the renewal offered by Us; or .
10. the date the current Plan Period expires if We do not offer to renew.

If this Policy, or coverage for an employer, affiliate, location, subsidiary or employee unit, if any, is terminated before the end of the Benefit Period shown on the Schedule of Stop Loss, only those claims that have been Paid prior to the date of termination will be considered Eligible Expenses under this Policy. The Benefit Period will not extend beyond the date of termination.

RENEWAL

This Policy may be renewed at Our option for subsequent 12-month periods by written acceptance from the Plan Sponsor of Our renewal terms. Payment of premium with the renewal terms We offered will also constitute acceptance by the Plan Sponsor.

We will give the Plan Sponsor at least {30 days} advance written notice of a renewal action.

Renewal Rate

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

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

Exceptions to Renewal Rate:

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

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

{Renewal Lasers:

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

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

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

CLERICAL ERROR

Clerical error, whether by the Plan Sponsor or by Us in keeping any records pertaining to the insurance provided under this Policy will not invalidate coverage otherwise validly in-force or continue coverage otherwise validly terminated.

ASSIGNMENT

The Plan Sponsor cannot assign this Policy.

LEGAL ACTION

No action at law or in equity will be brought to recover on this Policy prior to the expiration of {60 days} after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action will be brought after the expiration of {three years} after the time written proof of loss is required to be furnished. This limitation, and the time permitted for filing the Notice of Claim and proof of loss, is amended to comply with the minimum requirement of the state in which the Plan Sponsor is situated.

CONFORMITY WITH STATE STATUTES

Any provision of this Policy that is in conflict with the laws of the state in which this Policy is delivered, or issued for delivery, is amended to conform to the minimum requirements of those laws.

CONFORMITY WITH FEDERAL LAW AND REGULATIONS

This Policy is automatically amended to comply with any Federal law or regulation with which this Policy is not in compliance. This Policy is deemed to be automatically amended on the date any Federal law or regulation is enacted which is applicable to this Policy; the effective date of any such amendment will be that governed by Federal law or regulation.

NO ERISA LIABILITY

We will not accept responsibility as an Administrator or be deemed a plan fiduciary as these terms are defined and used in the Employment Retirement Income Security Act (ERISA) of 1974 as amended.

WAIVER

If either party fails or neglects to enforce any or all of the provisions of this Policy or to insist upon strict compliance, it will not be construed as a waiver of any rights or privileges. A waiver of a past act or circumstance does not waive any subsequent act or circumstance or prevent future enforcement of the provisions of this Policy.

The parties agree that the inclusion of this provision or acceptance of late payments is not considered a waiver of Our right to receive timely funds under this Policy. At no time is the Plan Sponsor to withhold payment or pay an amount less than that billed as calculated as due under the terms and conditions of this Policy.

SEVERABILITY

If any part of this Policy is invalid or unenforceable under applicable law, the remaining parts of this Policy will remain in full force and effect.

COMPANY LIABILITY

We rely upon the information provided by the Plan Sponsor in determining the risk assumed under this Policy. If We discover, after the issuance of this Policy, that there is information that would have affected the liability, or acceptance, of this Policy, We reserve the right to terminate this Policy, adjust any specific individual's deductible, or revise the applicable rates, factors or other terms and conditions.

CONCEALMENT / FRAUD

This entire Policy will be void if the Plan Sponsor, or its agent, Administrator or other authorized representative of the Plan Sponsor has intentionally or negligently concealed, misrepresented or failed to disclose any material fact or circumstance, which concerns the insurance under this Policy including any claim; or in any case of fraud by any such entity.

SCHEDULE OF STOP LOSS

This Policy provides only those coverages shown below. If lines are left blank, no coverage is provided for that category.

Plan Sponsor: {Trustees of the ABC Company}

Policy Number: {XXXX}

Specific Stop Loss Insurance: Yes No

Effective Date: {MM/DD/YYYY}

Plan Period: From {MM/DD/YYYY} to {MM/DD/YYYY} (Renewal Date)

Number of Plan Months: {X}

Eligible Expenses include: Medical Other: _____

Options: Advance Funding Other: _____

Monthly Specific Premium Rates: \${X.XX} per Employee/Member
 \${X.XX} per Employee/Member + Spouse
 \${X.XX} per Employee/Member + Child(ren)
 \${X.XX} per Family}
 \${X.XX} per Employee/Member +1
 \${X.XX} per Employee/Member + 2 or more}

Specific Reimbursement Factor: _____ %
 Other: _____

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

Specific Limit of Liability per Plan Participant per Plan Period: \${ X.XX}

Plan Participants consist of covered employees/members and their Dependents, who meet the eligibility rules of the Plan Sponsor, as shown in the Application.

Specific Deductible per Plan Participant: \${ X.XX}

Except for the following: _____

Aggregated Specific Deductible per Plan Period: \${ X.XX}

Plan Type: {12} / {12}

Specific Benefit Period: Eligible Expenses Incurred by Plan Participants from {MM/DD/YYYY} to {MM/DD/YYYY} , and Paid by the Plan Sponsor from {MM/DD/YYYY} to {MM/DD/YYYY} .

Waivers:
 Actively at Work requirements Waived for Covered Persons.
 Actively at Life Waived for all other Plan Participants.

Specific Renewal Options:
 No {New} Laser Option with Renewal Rate Increase not to Exceed {XXX%}
 2-Year Rate Lock-In Option
 Renewal Rate Increase Option {XXX%}

Aggregate Stop Loss Insurance: Yes No

Effective Date: {MM/DD/YYYY}

Plan Period: From {MM/DD/YYYY} to {MM/DD/YYYY} (Renewal Date)

Number of Plan Months: {X}

Eligible Expenses include: Medical Prescription Drug Vision Dental
 Weekly Disability Income Other: _____

Options: Aggregate Accommodation Other: _____

Monthly Aggregate Premium Rates:

<u> \${X.XX} </u>	per Employee/Member
<u> \${X.XX} </u>	per Employee/Member + Spouse
<u> \${X.XX} </u>	per Employee/Member + Child(ren)
<u> \${X.XX} </u>	per Family}
<u> \${X.XX} </u>	per Employee/Member +1
<u> \${X.XX} </u>	per Employee/Member + 2 or more}

Minimum Annual Aggregate Premium: \$

Monthly Aggregate Deductible Factors:

<u> \${X.XX} </u>	per Employee/Member
<u> \${X.XX} </u>	per Employee/Member + Spouse
<u> \${X.XX} </u>	per Employee/Member + Child(ren)
<u> \${X.XX} </u>	per Family}
<u> \${X.XX} </u>	per Employee/Member +1
<u> \${X.XX} </u>	per Employee/Member + 2 or more}

Minimum Annual Aggregate Deductible: The greater of \${ X.XX} or { X%} of the first Monthly Aggregate Deductible multiplied by the Number of Plan Months.

Maximum per Plan Participant Annual Aggregate Limit which may be applied to the Annual Aggregate Deductible: \${X.XX}

Aggregate Reimbursement Factor: { X%}
 Other: _____

Aggregate Run-In Limit: \${ X.XX}

Aggregate Limit of Liability per Plan Period: \${ X.XX}

Plan Participants consist of covered employees/members and their Dependents, who meet the eligibility rules of the Plan Sponsor, as shown in the Application.

Plan Type: {12} / {12}

Aggregate Benefit Period: Eligible Expenses Incurred by Plan Participants from {MM/DD/YYYY} to {MM/DD/YYYY} , and Paid by the Plan Sponsor from {MM/DD/YYYY} to {MM/DD/YYYY} .

Waivers:
 Actively at Work requirements Waived for Covered Employees.
 Actively at Life Waived for all other Covered Participants.

The amount reflected above as the "Maximum per Plan Participant which may be applied to the Annual Aggregate Deductible" also applies to any Plan Participant for whom Actively at Work/ Life is Waived.



FIDELITY SECURITY LIFE INSURANCE COMPANY

Kansas City, MO

(the "Company")

Application for Stop Loss Insurance

PLAN SPONSOR INFORMATION

Full Legal Name of Plan Sponsor, Street Address, City, State, ZIP Code, Plan Sponsor is a: Corporation, Partnership, Proprietorship, Other, Labor Union, Association, Trusteeship

Other location(s):, Requested Effective Date:

Key Contact Person at Plan Sponsor:

Full Legal Name and Address of Subsidiary or Affiliated companies (companies under the common control through stock ownership, contract, or otherwise) to be included:

Nature of Plan Sponsor's Business:

Full Name of Plan Sponsor Benefit Plan(s). (A signed copy of such Plan must be attached and form part of this Request.):

Total Eligible Employees/Members:, Deposit Premium:, Estimated Initial Enrollment: Employee, Employee + Child(ren), Composite (Total):

SPECIFIC STOP LOSS INSURANCE Yes No

Plan Period: From {MM/DD/YYYY} to {MM/DD/YYYY} (Renewal Date)

Number of Plan Months: {X} Plan Type: {12} / {12}

Eligible Expenses include: Medical, Other, Advance Funding, Other

Options: Advance Funding, Other

Monthly Specific Premium Rates: Employee, Employee + Child(ren), Employee + Spouse, Family, Employee + 2 or more

Specific Reimbursement Factor % Other

Specific Limit of Liability per Plan Participant per Plan Period \$

Plan Participants consist of covered employees/members and their Dependents, who meet the eligibility rules of the Plan Sponsor, which include:

- Active employees/members and their Dependent, Spouses and Children, Retirees not eligible for Medicare, Retirees eligible for Medicare, Eligible Plan Participants of classes selected that elect COBRA, Retiree Dependent Spouse and/or Children not eligible for Medicare, Retiree Dependent Spouse and/or Children eligible for Medicare, Other (Specify):

Specific Deductible per Plan Participant \$

Aggregate Specific Deductible per Plan Period \$

Benefit Period: Eligible Benefit Plan expenses Incurred from and through and Paid from and through and is further subject to all terms and conditions of the Contract.

Waivers: Actively at Work requirements for Covered Persons, Actively at Life requirements for Plan Participants

Specific Renewal Options: No {New} Laser Option with Renewal Rate Increase not to Exceed {XXX%}, 2-Year Rate Lock-In Option, Renewal Rate Increase Option {XXX%}

AGGREGATE STOP LOSS INSURANCE Yes No

Plan Period: From {MM/DD/YYYY} to {MM/DD/YYYY} (Renewal Date)

Number of Plan Months: {X} Plan Type: {12} / {12}

Eligible Expenses include: Medical Prescription Drug Dental
 Vision Weekly Disability Income Other

Options: Aggregate Accommodation Other

Monthly Aggregate Premium Rates

Employee \$	_____	{Employee + Spouse \$	_____
Employee + Child(ren) \$	_____	Family \$	_____
{Employee + 1 \$	_____	Employee + 2 or more \$	_____

Minimum Annual Aggregate Premium: _____ \$

Monthly Aggregate Deductible Factors

Employee \$	_____	{Employee + Spouse \$	_____
Employee + Child(ren) \$	_____	Family \$	_____
{Employee + 1 \$	_____	Employee + 2 or more \$	_____

Minimum Annual Aggregate Deductible: The greater of {\$X.XX} or {X%} of the first Monthly Aggregate Deductible multiplied by the Number of Plan Months.

Maximum Annual Aggregate Limit per Plan Participant which may be applied to the Aggregate Deductible \$ _____

Aggregate Reimbursement Factor _____ % Other _____

Aggregate Run-In Limit: \$ _____

Aggregate Limit of Liability per Plan Period: \$ _____

Plan Participants consist of covered employees/members and their Dependents, who meet the eligibility rules of the Plan Sponsor, which include:

- Active employees/members and their Dependent Spouses and Children
- Retirees not eligible for Medicare
- Retirees eligible for Medicare
- Eligible Plan Participants of classes selected that elect COBRA
- Retiree Dependent Spouse and/or Children not eligible for Medicare
- Retiree Dependent Spouse and/or Children eligible for Medicare
- Other (Specify): _____

Benefit Period: Eligible Benefit Plan expenses Incurred from _____ and through _____ and Paid from _____ and through _____ and is further subject to all terms and conditions of the Contract.

Waivers: Actively at Work requirements Waived for Covered Persons
 Actively at Life Waived for all other Plan Participants

SPECIAL CONDITIONS AND/OR LIMITATIONS:

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.

In making this request for Stop Loss Insurance, the Plan Sponsor represents that such information accurately reflects the true facts and that the undersigned has authority to bind the Plan Sponsor to the proposed Stop Loss Insurance Policy. Accordingly, this request will be part of the Contract if accepted by the Company or its authorized representative.

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

Dated at _____ the _____ day of _____

Witness	▶ _____	Plan Sponsor	_____
	Signature of Licensed Agent		Type or Print
		Signature	▶ _____
		Title	_____
		Tax I.D. #	_____

SERFF Tracking Number: FDLT-127033913 *State:* Arkansas
Filing Company: Fidelity Security Life Insurance Company *State Tracking Number:* 48088
Company Tracking Number: M-8004
TOI: H12 Health - Excess/Stop Loss *Sub-TOI:* H12.004 Self-Funded Health Plan
Product Name: Group Stop Loss Coverage
Project Name/Number: Group Stop Loss Coverage/M-8004

Supporting Document Schedules

		Item Status:	Status Date:
Bypassed - Item:	Application	Approved-Closed	03/02/2011
Bypass Reason:	Application is being filed with this filing.		
Comments:			

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Approved-Closed	03/02/2011
Comments:	Please see attached.		
Attachment:	M-8004 AR Readability Certification.pdf		

