

SERFF Tracking Number: GGTY-127075514 State: Arkansas
Filing Company: Gulf Guaranty Life Insurance Company State Tracking Number: 48298
Company Tracking Number:
TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan
Product Name: Excess Medical Stop Insurance Agreement
Project Name/Number: /

Filing at a Glance

Company: Gulf Guaranty Life Insurance Company

Product Name: Excess Medical Stop Insurance SERFF Tr Num: GGTY-127075514 State: Arkansas

Agreement

TOI: H12 Health - Excess/Stop Loss

SERFF Status: Closed-Approved-
Closed State Tr Num: 48298

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

Co Tr Num:

State Status: Approved-Closed

Filing Type: Form/Rate

Author: Sherry Lang

Reviewer(s): Rosalind Minor

Date Submitted: 03/22/2011

Disposition Date: 04/06/2011

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Authorized

Project Number:

Date Approved in Domicile: 01/23/1992

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size:

Group Market Type: Employer

Overall Rate Impact: 100%

Filing Status Changed: 04/06/2011

State Status Changed: 04/06/2011

Deemer Date:

Created By: Sherry Lang

Submitted By: Sherry Lang

Corresponding Filing Tracking Number:

Filing Description:

Excess Medical Stop Loss Agreement

Company and Contact

Filing Contact Information

Sherry Lang,

sherry.lang@gulfguaranty.com

P.O. Box 12409

601-981-4920 [Phone]

Jackson, MS 39236

601-981-3402 [FAX]

SERFF Tracking Number: GGTY-127075514 State: Arkansas
 Filing Company: Gulf Guaranty Life Insurance Company State Tracking Number: 48298
 Company Tracking Number:
 TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan
 Product Name: Excess Medical Stop Insurance Agreement
 Project Name/Number: /

Filing Company Information

Gulf Guaranty Life Insurance Company CoCode: 77976 State of Domicile: Mississippi
 P.O. Box 12409 Group Code: 948 Company Type: Life Accident and Health
 Jackson, MS 39236-2409 Group Name: State ID Number:
 (601) 981-4920 ext. [Phone] FEIN Number: 64-0501131

Filing Fees

Fee Required? Yes
 Fee Amount: \$15.00
 Retaliatory? Yes
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Gulf Guaranty Life Insurance Company	\$15.00	03/22/2011	45848284
Gulf Guaranty Life Insurance Company	\$35.00	03/29/2011	46067293
Gulf Guaranty Life Insurance Company	\$35.00	04/04/2011	46226532

SERFF Tracking Number: GGTY-127075514 State: Arkansas
 Filing Company: Gulf Guaranty Life Insurance Company State Tracking Number: 48298
 Company Tracking Number:
 TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan
 Product Name: Excess Medical Stop Insurance Agreement
 Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	04/06/2011	04/06/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	03/22/2011	03/22/2011	Sherry Lang	03/29/2011	04/05/2011

SERFF Tracking Number: GGTY-127075514 State: Arkansas
 Filing Company: Gulf Guaranty Life Insurance Company State Tracking Number: 48298
 Company Tracking Number:
 TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan
 Product Name: Excess Medical Stop Insurance Agreement
 Project Name/Number: /

Disposition

Disposition Date: 04/06/2011

Implementation Date:

Status: Approved-Closed

Comment:

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where required):	Minimum % Change (where required):
Gulf Guaranty Life Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	%

SERFF Tracking Number: GGTY-127075514

State: Arkansas

Filing Company: Gulf Guaranty Life Insurance Company

State Tracking Number: 48298

Company Tracking Number:

TOI: H12 Health - Excess/Stop Loss

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

Product Name: Excess Medical Stop Insurance Agreement

Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Flesch Certification	Approved-Closed	Yes
Form	GG-MP (11-91)	Approved-Closed	Yes

SERFF Tracking Number: GGTY-127075514 State: Arkansas
Filing Company: Gulf Guaranty Life Insurance Company State Tracking Number: 48298
Company Tracking Number:
TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan
Product Name: Excess Medical Stop Insurance Agreement
Project Name/Number: /

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 03/22/2011

Submitted Date 03/22/2011

Respond By Date

Dear Sherry Lang,

This will acknowledge receipt of the captioned filing.

Objection 1

- GG-MP (11-91), GGMP (11-91) (Form)

Comment:

Our filing fees under Rule and Regulation 57 have been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$50.00. Please submit an additional \$35.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

SERFF Tracking Number: GGTY-127075514 State: Arkansas
Filing Company: Gulf Guaranty Life Insurance Company State Tracking Number: 48298
Company Tracking Number:
TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan
Product Name: Excess Medical Stop Insurance Agreement
Project Name/Number: /

Response Letter

Response Letter Status Submitted to State
Response Letter Date 03/29/2011
Submitted Date 04/05/2011

Dear Rosalind Minor,

Comments:

Response 1

Comments: Additional filing fee submitted 3-29-11. Thank you.

Related Objection 1

Applies To:

- GG-MP (11-91), GGMP (11-91) (Form)

Comment:

Our filing fees under Rule and Regulation 57 have been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$50.00. Please submit an additional \$35.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Sherry Lang

SERFF Tracking Number: GGTY-127075514 State: Arkansas
 Filing Company: Gulf Guaranty Life Insurance Company State Tracking Number: 48298
 Company Tracking Number:
 TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan
 Product Name: Excess Medical Stop Insurance Agreement
 Project Name/Number: /

Form Schedule

Lead Form Number: GG-MP (11-91)

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 04/06/2011	GGMP (11-91)	Policy/Cont ract/Fratern al Certificate	GG-MP (11-91)	Initial			Excess Medical Stop Loss Agreement.pdf

EXCESS MEDICAL STOP LOSS INSURANCE AGREEMENT

GULF GUARANTY LIFE INSURANCE COMPANY

HOME OFFICE: 4785 Interstate 55 North
Post Office Box 12409
Jackson, Mississippi 39236-2409

(hereinafter called the Company)

and

Employer:

(hereinafter called the Employer)

Address:

The Company will pay the benefits set forth in this Agreement to the Employer subject to the terms of this and the attached pages which are made part of this Agreement.

This Agreement is issued in consideration of the Application of the Employer, and the payment by the Employer of premium as set forth herein. The first premium is due and payable on the Effective Date of this Agreement and all other premiums are due and payable in accordance with the terms of the Payment of Premiums provision so long as this Agreement is in force. A copy of the Application is attached to and forms a part of this Agreement.

The Effective Date of this Agreement shall be at 12:01 a.m. Standard Time at the principle office of the Employer. Such effective date shall also be the Issue Date of this Agreement unless some other date is shown herein.

Issued by the Company at its Executive Offices as of the Effective Date.

GULF GUARANTY LIFE INSURANCE COMPANY

By: _____
President

Effective Date:

Policy No:

GG-MP (11-91)

I. SCHEDULE OF EXCESS MEDICAL STOP-LOSS INSURANCE

A category of Excess Insurance applies when an Attachment Point for that category is specified herein and is applicable only to the First Agreement Year. The Attachment Point for subsequent Agreement Years will be determined annually by the Company. (If no Attachment Point is specified , no coverage is provided for that category.)

(A) INDIVIDUAL EXCESS INSURANCE

- (1) Individual Attachment Point Per Agreement Year
- (2) Company Limit of Liability (Reimbursement Factor) Payments In Excess of the Individual Attachment Point Reimbursement at:

(B) AGGREGATE EXCESS INSURANCE

- (1) Monthly Aggregate Attachment Factor, Employee Only
Monthly Aggregate Attachment Factor, Employee + Spouse
Monthly Aggregate Attachment Factor, Employee + Child
Monthly Aggregate Attachment Factor, Family
- (2) Number Initial Covered Employees
Employee only
Employee + Spouse
Employee + Child
Family
- (3) Minimum Annual Aggregate Attachment Point
- (4) Company Limit of Liability (Reimbursement Factor)
(a) Payments in Excess of the Annual Aggregate Attachment Point Reimbursed at: **100%**
(b) Company Limit of Liability
- (5) Premium Rate per Employee Payable for First Agreement Year
- (6) Benefits included _____
() Medical () Vision () Dental () Rx Drug Card

() Weekly Disability Income

(C) ADMINISTRATOR OF EMPLOYEE BENEFIT PLAN:

GULF GUARANTY EMPLOYEE BENEFIT SERVICES, INC.

GULF GUARANTY LIFE INSURANCE COMPANY
AGGREGATE CUMULATIVE MONTHLY MAXIMUM

EFFECTIVE: POLICY

ISSUED TO:

Is hereby amended, but only to the extent specifically provided herein.

- I. Section IV. AGGREGATE EXCESS INSURANCE. The following paragraph is added.
 - A. At the end of each contract month , the following amounts will be determined:
 1. Cumulative Plan Benefits on a Paid Basis for the Contract Year, less any Individual Excess Benefit included in the Cumulative Plan Benefits on a Paid Basis which has been or will be reimbursed by the Company under the Individual Excess Insurance,
 2. The sum of the number of covered employees multiplied by the Monthly Funding Factors for each completed Contract Month during the Contract Year, and
 3. One-twelfth of the Minimum Annual Aggregate Attachment Point multiplied by the number of completed Agreement Months during the Contract Year.

If the amount determined in (1) above exceeds the greater of the amounts in (2) and (3) above, the Company will pay, subject to terms, conditions and limitations of the Contract, an Advance Excess benefit to the employer within a reasonable time, but not beyond 30 days after the end of such month. Subject to the Company Limit of Liability for Aggregate Excess Insurance shown in the Schedule, the Advance Aggregate Excess Benefit shall be the amount by which the amount determined in (1) above exceeds the greater of the amounts determined in (2) and (3) above, multiplied by the Reimbursement Factor (100%), less the amount of any Advance Excess Benefit Amount which was previously paid during the Agreement Year and which has not been repaid according to the terms of the Endorsement.

If, at the end of any subsequent Agreement month during the Agreement Year, the greater of the amounts determined in (2) and (3) above exceeds the amount determined in (1) above, the employer shall repay to the Company the difference within a reasonable time, but not beyond 30 days after the end of such Agreement Month. Notwithstanding the above, no such payment will be made if the amount otherwise calculated is less than \$2,000.

If this Agreement terminates on any date other than the end of an Agreement Year, any previously paid Advance Aggregate Excess Benefit shall be repaid, within 30 days following the Termination Date, by the Employer to the Company to the extent that an Aggregate Excess Benefit for the Agreement Year, calculated on a completed basis, would not have been payable had this Endorsement not been in effect. The employer assumes a legal obligation to repay to Company. The Employer shall pay to Company all costs and expenses, including reasonable attorney fees, incurred by Company in exercising any of collection hereunder.

Endorsed for: Gulf Guaranty Life Insurance Company

By: _____

GULF GUARANTY LIFE INSURANCE COMPANY

ENDORSEMENT NO. 2

Effective: Group Policy No.

Issued to:

Is hereby amended, but only to the extent specifically provided herein.

ARTICLE II DEFINITIONS, PLAN BENEFITS TO THE AGGREGATE EXCESS REINSURANCE is hereby amended to read as follows:

PLAN BENEFITS APPLICABLE TO THE AGGREGATE EXCESS INSURANCE means for each Agreement Year, and while this Agreement is in force, the total amount of medical expense benefits to which all employees and dependents who are covered under the Employee Benefit Plan, become entitled under the Plan, subject to any limitations shown in this Agreement. Such amount of benefits shall only include, during each Agreement Year, the actual amount of benefits which are:

- (1) incurred during the Agreement Year;
- (2) incurred while this Agreement is in force;
- (3) paid within 15 months after the first day of the Agreement Year; and
- (4) paid while this Agreement is in force. Provided, however, that if this agreement terminates or expires as of the last day of an Agreement Year, otherwise eligible benefits for expenses paid within 90 days following such termination or expiration shall be included as Plan Benefits Applicable to the Aggregate Excess Insurance for the last completed Agreement Year.

Such amount of benefits shall not include deductibles, coinsurance amounts, or any other expenses which are reimbursable under the terms of the Plan, nor shall it include expenses which are reimbursable from any other source.

Endorsed For: Gulf Guaranty Life Insurance Company

By: _____

President

**APPLICATION FOR EXCESS MEDICAL STOP LOSS INSURANCE
TO
GULF GUARANTY LIFE INSURANCE COMPANY
JACKSON, MISSISSIPPI**

1. Full Legal Name of Applicant:
2. Principal Office:
3. Nature of Business:
4. Aggregate Excess Medical Stop-Loss Insurance Applied for:
 - A. Benefits to be covered (Coverage applied for if checked)
() Medical () Vision () Rx
() Dental () Weekly Disability Income
 - B. Monthly Funding Factors (Applicable only to 1st year)
Employee only
Employee & Spouse
Employee & Child(Children)
Full Family
 - C. Number of initial covered units:
Employee only
Employees & Spouse
Employee & Child(Children)
Full Family
 - D. Estimated Initial Annual Attachment Point
 - E. Minimum Annual Attachment Point
 - F. Company Limit of Liability per Year \$250,000
5. Requested Effective Date:
6. Contract Basis

- ___ 12/12 Incurred on or after effective date and paid in 12 months*
- ___ 12/15 Incurred on or after effective date and paid in 15 months*
- ___ 15/12 Incurred on or after effective, or within 3 months
prior to the effective date and paid in 12 months*
- ___ 24/12 Incurred on or after effective, or within 12 months
prior to the effective date and paid in 12 months*

*The above are general descriptions of contract basis. Limitations may apply.

7. Employer Contribution to monthly cost of benefits Yes
Dependent Contribution to monthly cost of benefits Yes
8. Monthly Premium Rate Per Employee Only Per Month
Monthly Premium Rate Per Employee & Spouse Per Month
Monthly Premium Rate Per Employee & Child (Children) Per Month
Monthly Premium Rate for Full Family Per Month

Estimated Monthly Premium to accompany this application

- 10. Administrator of Benefit Plan: Gulf Guaranty Employee Benefit Services, Inc.
- 11. It is hereby agreed that:
 - A. The Company may rely conclusively upon the information provided as being complete and correct as a basis as issuance of the insurance.
 - B. No insurance is in force until this application has been received and approved by the Company and the initial premium paid.
 - C. Rates quoted and benefits indicated herein may be adjusted when final employee census information and the Employee Benefit Plan are received by the Company.

Dated at _____ on _____

By: _____

Title: _____

II. DEFINITIONS

SCHEDULE means the Schedule of Excess Medical Stop-Loss Insurance, as stated in this Agreement.

EMPLOYER means the employer, or the trust established by the employer, who is responsible for the payment of benefits under the Employee Benefit Plan.

EMPLOYEE BENEFIT PLAN (also called the Plan) means the welfare benefits the Employer has agreed to provide under a plan of benefits for his employees and their eligible dependents which is in effect on the Effective Date of this Agreement, including any amendments to such plan of benefits.

PLAN BENEFITS APPLICABLE TO THE INDIVIDUAL EXCESS INSURANCE means for each Agreement Year, the total amount of medical expense benefits to which a Covered Person, who is covered under the Employee Benefit Plan, becomes entitled under the Plan, subject to any limitations shown in this agreement. Such amount of benefits shall include the actual amount of benefits paid while this Agreement is in force for expenses which are (1) incurred after the Effective Date of this Agreement, (2) incurred and paid while this Agreement is in force, and (3) paid during the Agreement Year. Such amount of benefits shall not include deductibles, coinsurance amounts, cost of claims payment, expense of litigation, or any other expenses which are not reimbursable under the terms of the Plan, nor shall it include expenses which are reimbursable from any other source.

PLAN BENEFITS APPLICABLE TO THE AGGREGATE EXCESS INSURANCE means for each Agreement Year, and while this Agreement is in force, the total amount of medical expense benefits to which all employees and dependents who are covered under the Employee Benefit Plan, become entitled under the Plan, subject to any limitations shown in this Agreement. Such amount of benefits shall only include, during each Agreement Year, the actual amount of benefits incurred after the Effective Date of this Agreement, paid during that Agreement Year, and paid while this agreement is in force. Such amount of benefits shall not include deductibles, coinsurance amounts, cost of claims payment, expense of litigation, or any other expenses which are not reimbursable under the terms of the Plan nor expenses which are reimbursable from any other source.

INCURRED DATE: An expense will be considered to be incurred at the time the service, or the supply to which it relates, is provided.

PAID DATE: Checks issued shall be considered as amounts paid on the latest to occur of (1) the date of issuance of a check drawn on the employer's claim bank account in payment of an eligible expense, (2) the date the claim administrator receives and date stamps a bill from a medical provider for such eligible expenses, or (3) the date the employer's claim bank account contains funds at least equal in amount to the total of all issued and outstanding unpaid claim checks.

NUMBER OF COVERED EMPLOYEES means the total number of employees existing in any one Agreement Month who are covered under the Employee Benefit Plan. The Number of Covered Employees for the first Agreement Month of the first Agreement Year is shown in the Schedule. The Number of Covered Employees for subsequent Agreement Months and/or Agreement Years will be determined on a monthly basis in accordance with the definition of Covered Employees and with the eligibility requirements of the Employee Benefit Plan.

COVERED PERSON means A Covered Employee or Dependent, who is covered and eligible for benefits under the Employee Benefit Plan.

MONTHLY AGGREGATE ATTACHMENT FACTOR means the number which is multiplied by the number of Covered Employees each month of each Agreement Year to determine the Annual Aggregate Attachment Point.

MINIMUM ANNUAL AGGREGATE ATTACHMENT POINT means the Minimum Annual Aggregate Attachment Point for each Agreement Year regardless of how long the Agreement is in force.

ANNUAL AGGREGATE ATTACHMENT POINT for any one Agreement Year (or any fraction thereof if the Agreement terminated during the Agreement Year) means the total of the Number of Covered Employees multiplied by the Monthly Aggregate Attachment Factor, applied each month, or the Minimum Annual Aggregate Attachment Point, whichever is greater.

INDIVIDUAL ATTACHMENT POINT means the amount specified in the Schedule. The Individual Attachment Point applies separately for each Agreement Year. The Individual Attachment Point for subsequent Agreement Years will be determined annually by the Company.

If this Agreement terminates during any Agreement Year, the Individual Attachment Point will be calculated as if the Agreement had remained in effect for the full Agreement Year.

REIMBURSEMENT FACTOR means the percentage specified in the Schedule. Separate Reimbursement Factors may apply each to Aggregate Excess Insurance and Individual Excess Insurance.

INDIVIDUAL LIFETIME MAXIMUM means the amount specified in the schedule and is the maximum amount payable under this Agreement for any Covered Person during his or her lifetime.

III. INDIVIDUAL EXCESS INSURANCE (Specific Excess Insurance)

- A. The Company will pay, subject to the terms, conditions and limitations of the Agreement the Individual Excess Benefit, if any, to the Employer, within a reasonable time after receipt of loss and request for reimbursement.
- B. The Individual Excess Benefit for any Agreement Year, or fraction thereof, is the Plan Benefits Applicable to the Individual Excess Insurance, with regard to a Covered Person, less the Individual Attachment Point multiplied by the Reimbursement Factor and subject to the Individual Lifetime Maximum.

IV. AGGREGATE EXCESS INSURANCE

- A. The Company will pay, subject to the terms, conditions and limitations of the Agreement, the Aggregate Excess Benefit, if any, to the Employer, within a reasonable time after the end of each Agreement Year (or within a reasonable time after termination of the Agreement if the Agreement terminates during the Agreement Year).
- B. The Aggregate Excess Benefit for any Agreement Year, or fraction thereof, is the Plan Benefits Applicable to the Aggregate Excess Insurance, less:
 - (1) the Annual Aggregate Attachment Point, and
 - (2) the Individual Excess Benefit included in the Plan Benefits Applicable to the Aggregate Excess Insurance which has been or will be reimbursed by the Company under the Individual Excess Insurance, multiplied by the Reimbursement Factor and Subject to the Company Limit of Liability for Aggregate Excess Insurance Shown in the Schedule.
- C. In the establishment of the Monthly Aggregate Attachment Factor, as shown in the Schedule of Excess Medical Stop-Loss Insurance, the Company shall be entitled to rely exclusively upon any prior claims experience submitted by the Employer or by any other person on behalf of the Employer. Should such claims experience prove not to have been correct as submitted, the Company shall have the right to change such Monthly Aggregate Attachment Factor to the Monthly Aggregate Attachment Factor that the Company would have established if the Company had been provided with the correct claims experience.

V. LIMITATION OF COVERAGE

- A. The Company shall not have any responsibility or obligation under this Agreement to directly reimburse any Covered Person or provider of professional or medical services for any benefits which the Employer has agreed to provide under the terms of the Employer Benefit Plan. The Company's sole liability hereunder is to the Employer, subject to the terms, conditions and limitation of this Agreement and as further limited to only those medical expenses provided by strict interpretation of the Employee Benefit Plan.
- B. Notwithstanding any provision to the contrary in the Employee Benefit Plan, if any eligible employee is not actively at work at his normal occupation or an eligible dependent is hospital confined when his coverage under the Employee Benefit Plan or this Insurance Agreement, whichever is later, would otherwise take effect, no insurance benefits shall be provided under this Agreement nor shall any expenses incurred be eligible to satisfy either the Individual Attachment Point or the Annual Aggregate Attachment Point until the day next following the date the employee returns to work on a full-time basis or the dependent's hospital confinement ends, provided that the employee or the dependent still meets the eligibility requirements of the Employee Benefit Plan.
- C. Coverage of expenses for the treatment of Mental and Nervous Conditions is limited to \$25,000 in excess of the Specific Excess Insurance.
- D. This Agreement will not reimburse the Employer for any loss or expenses caused by or resulting from any of the following:

1. Expenses incurred while the Employee Benefit Plan is not in force as respect to the Covered Person.
2. Expenses resulting from the provision of weekly income benefits or any dental, vision, hearing, or prescription drug program, except to the extent such coverage is applied for in the Application, or unless specifically endorsed hereon.
3. Liability assumed by the Employer under any contract or service agreement other than the Employee Benefit Plan.
4. Expenses which are based upon any non-compliance with any legal statute or regulation.
5. Expenses resulting from services which are billed in excess of the usual and customary charge for the locality where administered.
6. Expenses for benefits for accidental bodily injury or sickness for which the Covered Person is entitled to benefits under any Workman's Compensation or Occupational Disease policy, whether or not such policy is actually in force.
7. Expenses or fees in connection with any experimental medical treatment, medicine, or surgery (for the purpose of defining experimental, such treatment, medicine or surgery must be clearly stated as non-experimental in the opinion of the American Medical Association).
8. Expenses incurred by a live organ donor unless the donor is a Covered Person under this Policy. Expenses of a live organ donor shall not be considered as eligible expenses of the organ recipient.
9. With respect to each Covered Person who is eligible for benefits under Medicare, a benefit otherwise payable under this policy shall be reduced by the amount of any similar Medicare benefits so that the total reimbursements hereunder on behalf of a Covered Person shall not exceed one hundred percent (100%) of the Covered Person's actual expenses. It will be conclusively presumed that each Covered Person eligible for benefits under Medicare become covered for all parts of Medicare to which he or she is entitled on the earliest possible date and thereafter maintained such coverage in force.
10. Expenses resulting from the commission of a crime or an illegal act.
11. Expenses incurred in connection with a suicide or any intentionally self-inflicted injury or illness, whether the Covered Person were sane or insane when he or she committed the act.
12. Notwithstanding anything to the contrary contained herein, this Agreement does not cover Loss or Damage directly or indirectly occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of an government or public authority.

13. Notwithstanding anything to the contrary contained herein, this Agreement does not cover any loss directly or indirectly caused by or contributed to or arising from:

- (a) Ionizing radiations, pollution or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel and,
- (b) The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

VI. AGREEMENT TERMINATION

The Agreement and all benefits hereunder will terminate upon the earliest of the following dates:

- A. Except as provided in the Grace Period provision, at the due date of any premium which is unpaid.
- B. The premium due date next following receipt by the Company of written notice from the Employer that the Agreement is to be terminated.
- C. The last day of the Agreement Year in which the Company gives at least 10-day written notice to the Employer that the Agreement is to be terminated.
- D. The last day of the Agreement Year in which the Employer has not accepted in writing the premium rates and terms offered by the Company and which will be applicable to the next following Agreement Year.
- E. The date of termination of the Employee Benefit Plan.

In addition to the Termination provisions listed above, the Agreement shall automatically terminate upon cancellation of the agreement between the Employer and the Administrator of the Employee Benefit Plan as specified in the Schedule, unless the Company has, prior to such cancellation, agreed in writing to the Employer's designation of a successor administrator.

VII. MISCELLANEOUS PROVISIONS

AGREEMENT YEAR, AGREEMENT MONTH AND PREMIUM DUE DATES: The first Agreement Year shall commence on the Effective Date and shall end on the first day of the calendar month coinciding with or next following twelve calendar months thereafter. Second and subsequent Agreement Years shall be each twelve calendar month period thereafter. An Agreement Month shall be each calendar month within an Agreement Year. Premium Due Date shall be the Effective Date and the first day of each Agreement Month thereafter.

PAYMENT OF PREMIUMS: Each premium for this Agreement is payable on or before its due date at the Home Office or to an authorized agent of the Company. Payment of a premium shall not maintain this Agreement in force beyond the period for which such premium is paid, except as otherwise stated in this Agreement provision.

GRACE PERIOD: A grace period of 31 days will be allowed for the payment of each premium after the first premium. Should a premium otherwise due not be paid during the grace period, this Agreement shall terminate without further notice as of the premium due date and the liability of the Company shall be limited to benefits incurred prior to the date of termination. If the Agreement terminates during any Agreement Year, there will be a refund of premium paid but unearned based upon the Company's rules then in effect for refunding premium paid but unearned.

ENTIRE CONTRACT AND INCONTESTABILITY: This Agreement, together with the Employer's Application, a copy of which is attached and made a part hereof, constitute the entire contract. All statements made by the Employer shall be deemed representations and not warranties, and no such statement shall be used in any contest of this Agreement unless it is contained in the written signed Application. This Agreement shall not be contested, except for non-payment of premium, after it had been in force for two years from its date of issue.

COMPUTATION OF PREMIUMS: The Company reserves the right, subject to 10 days prior written notice to the Employer, to establish new premium rates, to be effective as of the end of twelve months after the Agreement Date, or effective as of any premium due date thereafter.

AGREEMENT NONPARTICIPATING: This Agreement is nonparticipating and does not share in the surplus earnings of the Company.

CLERICAL ERROR: Clerical error, whether by the Employer or by the Company in keeping records pertaining to the coverage, will not invalidate coverage otherwise validly in force or continue coverage otherwise validly terminated.

CHANGES: Only the President, Vice President, the Secretary or the Underwriting Manager of the Company is authorized to alter this Agreement, or to waive any of the Company's rights or requirements and then only in writing. No such alteration of this Agreement shall be valid unless endorsed on or attached to this Agreement. No agent has the authority to alter this Agreement or to waive any of its provisions.

NOTICE: For the purpose of any notice required from the Company under the provisions of this Agreement, notice to the Administrator shall be considered as notice to the Employer and notice to the Employer shall be considered as notice to the Administrator.

AMENDMENTS TO THE EMPLOYEE BENEFIT PLAN: The Employee Benefit Plan shall not be changed while this Agreement is in force without the prior written consent of the Company. Notice of any amendment to the Employee Benefit Plan must be given to the Company in writing at its Home Office at least 31 days prior to the effective date of the amendment. In the event that such advance written notice is not received by the Company or approval of such amendment given in accordance with this provision, the Company shall only be liable hereunder to pay in accordance with benefits and provisions contained in the Employee Benefit Plan prior to being amended.

VIII. CLAIM PROVISIONS

PAYMENT OF CLAIMS: The Company shall have the sole authority to pay or deny claims which exceed any Excess Insurance Attachment Point. All benefits as they become payable under this Agreement shall be paid to the Employer.

NOTICE OF CLAIM: The Employer shall give written notice of claim to the Company on a form acceptable to the Company within thirty (30) days of the date the Employer becomes aware of the existence of facts which would reasonably suggest the possibility that benefits will be incurred which are covered by this Agreement. Failure of the Employer to furnish written notice within thirty (30) days shall not invalidate nor reduce any claim if it was not reasonably possible to give such written notice within such time; provided that such written notice is furnished as soon as reasonably possible but in no event later than 6 months after the date that written notice of claim is otherwise required.

The Employer or its Administrator shall submit timely all proofs, reports and supporting documents requested by the Company, including, but not limited to, periodic estimates of pending claims.

LEGAL ACTION: No action at law or in equity shall be brought to recover on this Agreement prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirement of this Agreement. No such action shall be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.

SUBROGATION: The Employer or Plan Administrator shall pursue all actions that the Employer may have against a third party because of any claim resulting in a loss payment by the Employer. The Employer or Plan Administrator shall account to the Company for all amounts recovered. If the Employer or Plan Administrator fails to pursue any action against a third party and the Company has made excess benefit payments to the Employer under this Policy, the Company shall be subrogated to all rights of the Employer. The Employer shall cooperate fully and do all things necessary and required for the Company to pursue any action to recover against the third party.

Any amounts recovered by the Employer, Plan Administrator, or the Company in such action shall be used first to reimburse the expenses of recovery and then to reimburse the Company for any payments made to the Employer. Any remaining amount shall be paid to the Employer.

CONFORMITY WITH STATE STATUTES: If any time limitations of this Agreement with respect to giving notice of claim or furnishing proof of loss or bringing action, is less than that permitted by the law of the state in which the Employer resides, such limitation is hereby extended to agree with the minimum period permitted by such law.

AUDITS: The Company shall have the right to inspect and audit all records and procedures of the Employer and its Administrator and to require, upon request, proof of records satisfactory to the Company that payment has been made to the provider of such services or benefits which are the basis for any claim hereunder.

NOTICE OF APPEAL: Any objection, notice of legal action, or complaint received on a claim processed by the Employer or its Administrators and on which it reasonably appears benefits will be payable under this Agreement, shall be brought to the immediate attention of the Company.

SERFF Tracking Number: GGTY-127075514 State: Arkansas
 Filing Company: Gulf Guaranty Life Insurance Company State Tracking Number: 48298
 Company Tracking Number:
 TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan
 Product Name: Excess Medical Stop Insurance Agreement
 Project Name/Number: /

Rate Information

Rate data applies to filing.

Filing Method:

Rate Change Type: %

Overall Percentage of Last Rate Revision: %

Effective Date of Last Rate Revision:

Filing Method of Last Filing:

Company Rate Information

Company Name:	Company Rate Change:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where required):	Minimum % Change (where required):
Gulf Guaranty Life Insurance Company	N/A	0.000%	0.000%	\$0	0	\$0	0.000%	%

SERFF Tracking Number: GGTY-127075514 State: Arkansas
Filing Company: Gulf Guaranty Life Insurance Company State Tracking Number: 48298
Company Tracking Number:
TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan
Product Name: Excess Medical Stop Insurance Agreement
Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Application	Approved-Closed	04/06/2011
Comments:		
Attachment: Application - Excess Medical Stop Loss Agreement.pdf		

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification	Approved-Closed	04/06/2011
Comments:		
Attachment: Flesch Certification.pdf		

APPLICATION FOR EXCESS MEDICAL STOP-LOSS INSURANCE
TO
GULF GUARANTY LIFE INSURANCE COMPANY
JACKSON, MISSISSIPPI

1. Full Legal Name of Applicant _____
Principal Office _____
2. Nature of Business _____
3. Individual Excess Medical Stop-Loss Insurance Applied for:
A. Individual Attachment Point (Deductible) \$ _____ per Agreement Year.
B. Company Maximum Limit of Liability per Individual _____
4. Aggregate Excess Medical Stop-Loss Insurance Applied for:
A. Benefits to be covered (Coverage applied for if checked.)
() Medical () Vision () Other
() Dental () Weekly Disability Income
B. Monthly Attachment Factor (Applicable only to the first Agreement Year) per Employee: _____
C. Minimum Annual Attachment Point _____
D. Company Limit of Liability per Agreement Year _____
5. Total number of employees on the payroll on the Plan effective date _____
6. Total number of employees covered by the Plan on the effective date _____
7. Requested effective date _____
8. Contract Basis

	Individual Excess	Aggregate Excess
--	----------------------	---------------------

- | | | |
|--|-------|-------|
| 12/12 - Incurred after effective date and paid in 12 months* | _____ | _____ |
| 12/15 - Incurred after effective date and paid in 15 months* | _____ | _____ |
| 15/12 - Incurred after effective date, or within 3 months prior to the effective date and paid in 12 months* | _____ | _____ |

* The above are general descriptions of optional contract bases. Certain limitations may apply. READ YOUR POLICY CAREFULLY.

9. Employer will contribute towards the monthly cost of benefits:
Employee _____% Dependent _____%
10. Estimated first monthly premium of \$ _____ to accompany this application.
11. Administrator of Employee Benefit Plan: Robinson Julianne & Bailey, Inc.
12. It is hereby agreed that:
 - A. The Company may rely conclusively upon the information provided as being complete and correct and a basis for the issuance of the insurance.
 - B. No insurance is in force until this Application has been received and approved by the Company and the initial premium paid.
 - C. Rates quoted and benefits indicated herein may be adjusted when final employee census information and the Employee Benefit Plan are received by the Company.

COMMISSIONER OF INSURANCE

Dated at _____ the _____ day of _____ 1992

By _____
Title _____ BY: *S. M. B.*



March 21, 2011

Re: Flesch Certification

Please be advised the Excess Medical Stop Loss Agreement [GG MP (11-91)] submitted for filing meets the minimum reading ease score.

R. Dave Toney
Vice President