

SERFF Tracking Number: MNNP-127967079 State: Arkansas
Filing Company: ReliaStar Life Insurance Company State Tracking Number:
Company Tracking Number: STOP LOSS - FORMS
TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan
Product Name: Stop Loss 2013
Project Name/Number: /

Filing at a Glance

Company: ReliaStar Life Insurance Company

Product Name: Stop Loss 2013

TOI: H12 Health - Excess/Stop Loss

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

Filing Type: Form

SERFF Tr Num: MNNP-127967079 State: Arkansas

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

Co Tr Num: STOP LOSS - FORMS State Status: Approved-Closed

Author: Katie Onnen
Disposition Date: 06/13/2012

Date Submitted: 06/08/2012
Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

State Filing Description:

Implementation Date:

General Information

Project Name:

Project Number:

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Group Market Type: Employer

Filing Status Changed: 06/13/2012

State Status Changed: 06/13/2012

Created By: Katie Onnen

Corresponding Filing Tracking Number:

Filing Description:

Re: ReliaStar Life Insurance Company

NAIC #: 0229-67105, FEIN 41-0451140

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Large

Overall Rate Impact:

Deemer Date:

Submitted By: Katie Onnen

RL-SL-POL-2013 Excess Risk Insurance Policy

RL-SL-APP-2013 Excess Risk Application

RL-SL-SCH-2013 Excess Risk Schedule

RL-SL-AAW-2013 Endorsement: Actively At Work

RL-SL-AID-2013 Endorsement: Aggregating Individual Deductible

RL-SL-GAPLESS-2013 Endorsement: Individual Gapless Renewal

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RL-SL-IAF-2013 Endorsement: Individual Advanced Funding
RL-SL-STEP-2013 Endorsement: Individual Step-Down Deductible
RL-SL-TLIER-2013 Endorsement: Individual Terminal Liability
RL-SL-PM-2013 Endorsement: Plan Mirroring Coordination
RL-SL-RRC-2013 Endorsement: Renewal Rate Cap
RL-SL-TLAER-2013 Endorsement: Aggregate Terminal Liability
RL-SL-MAR-2013 Endorsement: Monthly Aggregate Reimbursement
RL-SL-DISCLOSE-2013 Disclosure Agreement

We enclose the above-captioned Excess Risk policy forms for filing with your Department. These forms are new and do not replace any forms previously approved or disapproved.

Where possible we have indicated the variable ranges of numbers or dollar amounts in brackets in the forms themselves that need no further explanation. These numbers represent the lowest and highest values that would appear. Bracketed material that does need further explanation is described in the variable materials chart.

Both Aggregate and Individual Excess Risk insurance will be available under this policy and will be marketed to self-funded health plan sponsors who apply for this coverage. The two coverages may either be sold together or separately on a stand-alone basis. Also included in this filing are optional Endorsements for additional benefits that may sold with either the Aggregate or Individual Excess Risk coverage, or both.

The policy is marketed to self-funded employer groups through brokers and approved Third Party Administrators (TPAs). However, there may be some instances of direct purchase by the group. We do not offer the policy to multiple employer trusts, except in a few situations to union trusts. ReliaStar generally markets to employer groups of 100 or more covered lives, but in no event would we market to any groups with less than 51 or more covered lives.

The policy will be issued to, and insure, a plan sponsor, and not a plan sponsor's employees, members or participants. Any payments will be made to the plan sponsor and not to a plan sponsor's employees, members, participants, or to any health care providers. The minimum Individual Deductible will not be less than \$25,000, and the minimum Aggregate Adjustment Corridor (Aggregate Attachment Point) will not be less than 125% of expected claims.

The enclosed application may be used in several formats, for example: 1) typeset and printed as a multi-sided form; 2) printed from an electronic forms library as a one-sided form; 3) as an electronic form, with information recorded on-line, printed and signed.

Also enclosed is the Disclosure Agreement we obtain as part of the Entire Contract.

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This filing is currently pending approval in Minnesota, our state of domicile.

The forms contain no unusual or controversial items, according to normal company and industry standards.

Thank you for your consideration of this submission. If you have any questions or comments, please contact me.

State Narrative:

Company and Contact

Filing Contact Information

Katie Onnen, Compliance Analyst katie.onnen@us.ing.com
 P.O. Box 20 612-372-1048 [Phone]
 Route 7787 612-342-3695 [FAX]
 Minneapolis, MN 55440-0020

Filing Company Information

ReliaStar Life Insurance Company CoCode: 67105 State of Domicile: Minnesota
 P.O. Box 20 Group Code: 229 Company Type:
 Minneapolis, MN 55440-0020 Group Name: State ID Number:
 (612) 372-5246 ext. [Phone] FEIN Number: 41-0451140

Filing Fees

Fee Required? Yes
 Fee Amount: \$125.00
 Retaliatory? Yes
 Fee Explanation: This is Minnesota's filing fee.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
ReliaStar Life Insurance Company	\$125.00	06/08/2012	59984161
ReliaStar Life Insurance Company	\$575.00	06/11/2012	60042332

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	06/13/2012	06/13/2012

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	06/11/2012	06/11/2012	Katie Onnen	06/11/2012	06/11/2012

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Disposition

Disposition Date: 06/13/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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 Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Actuarial Memorandum	Approved-Closed	No
Supporting Document	Variability Chart	Approved-Closed	Yes
Form	Excess Risk Policy	Approved-Closed	Yes
Form	Excess Risk Application	Approved-Closed	Yes
Form	Excess Risk Schedule	Approved-Closed	Yes
Form	Endorsement: Actively at Work	Approved-Closed	Yes
Form	Endorsement: Aggregating Individual Deductible	Approved-Closed	Yes
Form	Endorsement: Individual Gapless Renewal	Approved-Closed	Yes
Form	Endorsement: Individual Advance Funding	Approved-Closed	Yes
Form	Endorsement: Monthly Aggregate Accommodation	Approved-Closed	Yes
Form	Endorsement: Plan Mirroring Coordination	Approved-Closed	Yes
Form	Endorsement: Renewal Rate Cap	Approved-Closed	Yes
Form	Endorsement: Individual Step-Down Deductible	Approved-Closed	Yes
Form	Endorsement: Aggregate Terminal Liability	Approved-Closed	Yes
Form	Endorsement: Individual Terminal Liability	Approved-Closed	Yes
Form	Disclosure Agreement	Approved-Closed	Yes

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Project Name/Number: /

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 06/11/2012
Submitted Date 06/11/2012
Respond By Date 07/11/2012

Dear Katie Onnen,

This will acknowledge receipt of the captioned filing.

Objection 1

- Excess Risk Policy, RL-SL-POL-2013 (Form)
- Excess Risk Application, RL-SL-APP-2013-AR (Form)
- Excess Risk Schedule, RL-SL-SCH-2013 (Form)
- Endorsement: Actively at Work, RL-SL-AAW-2013 (Form)
- Endorsement: Aggregating Individual Deductible, RL-SL-AID-2013 (Form)
- Endorsement: Individual Gapless Renewal, RL-SL-GAPLESS-2013 (Form)
- Endorsement: Individual Advance Funding, RL-SL-IAF-2013 (Form)
- Endorsement: Monthly Aggregate Accommodation, RL-SL-MAR-2013 (Form)
- Endorsement: Plan Mirroring Coordination, RL-SL-PM-2013 (Form)
- Endorsement: Renewal Rate Cap, RL-SL-RRC-2013 (Form)
- Endorsement: Individual Step-Down Deductible, RL-SL-STEP-2013 (Form)
- Endorsement: Aggregate Terminal Liability, RL-SL-TLAER-2013 (Form)
- Endorsement: Individual Terminal Liability, RL-SL-TLIER-2013 (Form)
- Disclosure Agreement, RL-SL-DISCLOSE-2013 (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 \$700.00. Please submit an additional \$575.00 for this submission.

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

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this

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statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,
Rosalind Minor

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Response Letter

Response Letter Status Submitted to State
Response Letter Date 06/11/2012
Submitted Date 06/11/2012

Dear Rosalind Minor,

Comments:

Response 1

Comments: I have submitted the additional \$575.00 as per your request.

Related Objection 1

Applies To:

- Excess Risk Policy, RL-SL-POL-2013 (Form)
- Excess Risk Application, RL-SL-APP-2013-AR (Form)
- Excess Risk Schedule, RL-SL-SCH-2013 (Form)
- Endorsement: Actively at Work, RL-SL-AAW-2013 (Form)
- Endorsement: Aggregating Individual Deductible, RL-SL-AID-2013 (Form)
- Endorsement: Individual Gapless Renewal, RL-SL-GAPLESS-2013 (Form)
- Endorsement: Individual Advance Funding, RL-SL-IAF-2013 (Form)
- Endorsement: Monthly Aggregate Accommodation, RL-SL-MAR-2013 (Form)
- Endorsement: Plan Mirroring Coordination, RL-SL-PM-2013 (Form)
- Endorsement: Renewal Rate Cap, RL-SL-RRC-2013 (Form)
- Endorsement: Individual Step-Down Deductible, RL-SL-STEP-2013 (Form)
- Endorsement: Aggregate Terminal Liability, RL-SL-TLAER-2013 (Form)
- Endorsement: Individual Terminal Liability, RL-SL-TLIER-2013 (Form)
- Disclosure Agreement, RL-SL-DISCLOSE-2013 (Form)

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Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Katie Onnen

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Form Schedule

Lead Form Number: RL-SL-POL-2012

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 06/13/2012	RL-SL-POL-2013	Policy/Cont ract/Fratern al Certificate	Excess Risk Policy	Initial		50.400	RL-SL-POL-2013.pdf
Approved-Closed 06/13/2012	RL-SL-APP-2013-AR	Application/ Enrollment Form	Excess Risk Application	Initial		50.100	RL-SL-APP-2013-AR.pdf
Approved-Closed 06/13/2012	RL-SL-SCH-2013	Schedule Pages	Excess Risk Schedule	Initial		54.400	RL-SL-SCH-2013.pdf
Approved-Closed 06/13/2012	RL-SL-AAW-2013	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Endorsement: Actively at Work	Initial		61.100	RL-SL-AAW-2013.pdf
Approved-Closed 06/13/2012	RL-SL-AID-2013	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Endorsement: Aggregating Individual Deductible	Initial		55.600	RL-SL-AID-2013.pdf
Approved-Closed 06/13/2012	RL-SL-GAPLESS-2013	Policy/Cont ract/Fratern al	Endorsement: Individual Gapless Renewal	Initial		52.200	RL-SL-GAPLESS-2013.pdf

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 Product Name: Stop Loss 2013
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Approved- RL-SL-IAF- Policy/Cont Endorsement: Initial 75.100 RL-SL-IAF-
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 06/13/2012 al Funding

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Approved- RL-SL- Policy/Cont Endorsement: Initial 60.100 RL-SL-MAR-
 Closed MAR-2013 ract/Fratern Monthly Aggregate 2013.pdf
 06/13/2012 al Accommodation

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Approved- RL-SL-PM- Policy/Cont Endorsement: Plan Initial 53.700 RL-SL-PM-
 Closed 2013 ract/Fratern Mirroring 2013.pdf
 06/13/2012 al Coordination

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Approved- RL-SL- Policy/Cont Endorsement: Initial 57.500 RL-SL-RRC-
 Closed RRC-2013 ract/Fratern Renewal Rate Cap 2013.pdf
 06/13/2012 al

Certificate:
 Amendmen

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Approved- Closed 06/13/2012	RL-SL- STEP-2013	Policy/Cont ract/Fratern al Deductible	Endorsement: Initial	54.600	RL-SL-STEP- 2013.pdf
Approved- Closed 06/13/2012	RL-SL- TLAER- 2013	Policy/Cont ract/Fratern al Liability	Endorsement: Initial	79.600	RL-SL- TLAER- 2013.pdf
Approved- Closed 06/13/2012	RL-SL- TLIER- 2013	Policy/Cont ract/Fratern al Liability	Endorsement: Initial	73.200	RL-SL-TLIER- 2013.pdf
Approved- Closed 06/13/2012	RL-SL- DISCLOSE -2013	Other Disclosure Agreement	Initial	50.300	RL-SL- DISCLOSE- 2013.pdf

RELIASTAR LIFE INSURANCE COMPANY

Home Office: Minneapolis, Minnesota 55440

POLICY NUMBER: [GX,Z-12345-6]
EFFECTIVE DATE: [January 1, 2013]
ANNIVERSARY DATE: [January 1]
PLAN SPONSOR: [ABC Company]

Subject to the terms, conditions and limitations of this Policy, ReliaStar Life Insurance Company ("We", "Our" or "Us") agrees to pay the benefits stated in this Policy when We receive Proof of Loss.

This Policy is issued to the Plan Sponsor ("You" or "Your") shown above in consideration of Your Excess Risk Application[, the [signed] Disclosure Agreement] and payment of premiums when due. A copy of Your Excess Risk Application and the Disclosure Agreement are attached to and form a part of this Policy. You own this Policy and have certain rights and obligations as stated in this Policy.

This Policy is effective on the Effective Date shown above. All periods of insurance will begin and end at 12:01 a.m. Central Time.

The first premium is due and payable in full on the Effective Date. Each subsequent premium is due and payable in full on its respective Premium Due Date(s) as shown on the Excess Risk Schedule.

Our obligations under this Policy are limited to the terms, conditions and limitations of this Policy. We are not a party to, responsible for, or a guarantor of, the benefits provided under the Employee Benefit Plan. We are not a Plan Administrator or Fiduciary with respect to the Employee Benefit Plan as those terms are used in the Employee Retirement Income Security Act of 1974, as amended.

This Policy is delivered in the state of [State] and is governed by its laws.

Executed at Minneapolis, Minnesota on [January 1, 2013].

[



President

Registrar



Secretary

]

This Policy Reimburses the Plan Sponsor Only
[Aggregate Excess Risk Insurance]
[Individual Excess Risk Insurance]

Noncontributory

Nonparticipating

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DEFINITIONS

AGGREGATE ADJUSTMENT CORRIDOR means the Aggregate Adjustment Corridor as shown on the Excess Risk Schedule.

BENEFIT MONTH means any calendar month during which this Policy is in force.

CLAIM ADMINISTRATOR means a firm or person which has entered into a written agreement with You to pay claims for the Employee Benefit Plan and who has been approved by Us. The Claim Administrator acts on Your behalf and as Your agent and not as Our agent. The duties of the Claim Administrator under this Policy are described in the Claim Administrator Responsibilities section of this Policy.

CONTRACT PERIOD means the time period as shown on the Excess Risk Schedule that is used in determining a Plan Sponsor's eligibility for benefits under this Policy. The initial Contract Period is shown in Your Excess Risk Application. Subsequent Contract Periods are shown on a separate, subsequent Excess Risk Schedule(s).

COVERAGE PERIOD means the time period as shown on the Excess Risk Schedule.

COVERED DEPENDENT(S) means, subject to the terms, conditions and limitations of this Policy, a Covered Person's dependent who is covered by the terms of the Employee Benefit Plan. If a person becomes a dependent of a Covered Person and such dependent is covered under the terms of the Employee Benefit Plan, coverage will be provided under this Policy for expenses Incurred by You on behalf of such dependent.

COVERED PERSON means a person enrolled in the Employee Benefit plan who is entitled to receive benefits under that Plan while this Policy is in force. A Covered Person includes:

- A. Legally employed covered employees of Yours;
- B. Participating COBRA beneficiaries[;] [and
- C. Retirees, as defined by the Employee Benefit Plan, may be Covered Persons if they are included on the Excess Risk Schedule.]

COST CONTAINMENT VENDOR means a third party contracted to reduce or control the cost of services or supplies provided to Covered Persons and Covered Dependents under the Employee Benefit Plan.

ELIGIBLE AGGREGATE EXCESS RISK EXPENSES means Eligible Aggregate Excess Risk Expenses as defined in the Aggregate Excess Risk Expenses section of the Policy if this coverage is elected by the Plan Sponsor.

ELIGIBLE EXCESS RISK EXPENSES means either Eligible Aggregate Excess Risk Expenses or Eligible Individual Excess Risk Expenses.

ELIGIBLE INDIVIDUAL EXCESS RISK EXPENSES means Eligible Individual Excess Risk Expenses as defined in the Individual Excess Risk Expenses section of the Policy.

EMPLOYEE BENEFIT PLAN means a self-funded plan of benefits which the Plan Sponsor provides for eligible Covered Persons and their eligible Covered Dependents. The benefits are described in a written Plan document. A copy of the written Plan document in effect on the Effective Date of this Policy is attached to the Excess Risk Application. Amendments to the Employee Benefit Plan will be covered by this Policy when they become effective under such plan only to the extent provided in the Material Change Provisions section of this Policy.

EXPECTED CLAIMS means the amount of claims that, in the absence of an excess risk policy or other insurance or evidence of coverage, are projected by Us to be Incurred under an employer-sponsored plan covering health care expenses.

DEFINITIONS

[EXPERIMENTAL OR INVESTIGATIONAL means, for the purpose of determining Eligible Excess Risk Expenses under this Policy, a treatment, device, or drug [other than covered off-label drug use] that:

- A. Is governed by the United States Food and Drug Administration ("FDA") and the FDA has not approved the treatment, device or drug for the particular condition at the time the treatment, device or drug is provided; or
- B. Is provided as part of an ongoing Phase [I or II or III] clinical trial as defined by the National Institutes of Health, National Cancer Institute or the FDA. In the event that an FDA approved drug or device is used for a particular condition during an ongoing Phase [I or II or III] clinical trial, and one or more other drugs or devices not FDA approved for such trial are also used, then all FDA approved and FDA non-approved drugs or devices shall be considered experimental or investigational; or
- C. Is documented in published U.S. peer-reviewed medical literature stating that further research, studies, or clinical trials are necessary to determine the safety, toxicity or efficacy of the treatment, device or drug; or
- D. Is any treatment, device, drug or hospital confinement that arises from, relates to, or is provided in connection with the Experimental or Investigational treatment or drug whether or not the treatment, drug or hospital confinement, on their own, are considered standard of care [or Medically Necessary].]

[FAMILY means the Covered Person and his or her Covered Dependents, if any.]

INCURRED means the date on which services relating to an Eligible Excess Risk Expense were provided to a Covered Person or a Covered Dependent under the Employee Benefit Plan.

INDEPENDENT REVIEW ORGANIZATION means the organization for external review as required under the Patient Protection and Affordable Care Act and as utilized by the Employee Benefit Plan.

INDIVIDUAL ADJUSTED DEDUCTIBLE means either a Covered Person or Covered Dependent whose expenses are excluded under the Policy or an amount applied to Covered Persons or Covered Dependents identified on the Excess Risk Schedule for the Coverage Period who have a deductible separate from the Individual Excess Risk Deductible under the Policy.

[INDIVIDUAL EXCESS RISK ANNUAL MAXIMUM means the maximum amount of Eligible Individual Excess Risk Expenses We will apply towards the Individual Excess Risk benefit for a Covered Person or Covered Dependent during the Coverage Period. The Individual Excess Risk Annual Maximum is shown on the Excess Risk Application and the Excess Risk Schedule.]

[INDIVIDUAL EXCESS RISK LIFETIME MAXIMUM means the maximum amount of Eligible Individual Excess Risk Expenses We will apply towards the Individual Excess Risk benefit for a Covered Person or Covered Dependent during the Covered Person's or Covered Dependent's lifetime. The Individual Excess Risk Lifetime Maximum is shown on the Excess Risk Application and the Excess Risk Schedule.]

MANAGED CARE NETWORK means a Preferred Provider Organization (PPO), Exclusive Provider Organization (EPO), Point of Service Plan (POS), self-funded Health Maintenance Organization (HMO), or any Managed Care Network offered by You.

[MEDICALLY NECESSARY means any services or supplies provided for the diagnosis and treatment of a specific illness or injury which are:

- A. Ordered or recommended by a licensed doctor, dentist, or other medical practitioner who is practicing within the scope of his or her license; and
- B. Required for the treatment or management of a medical condition or symptom[.; and]
- C. [the most appropriate supply or level of service to provide safe and adequate care under the Employee Benefit Plan[.; and]]
- D. [Provided in accordance with approved and generally accepted medical or surgical practice[.; and]]
- E. [Not for the convenience of You, a Covered Person or a Covered Dependent covered under the Employee Benefit Plan, or a Covered Person's or Covered Dependent's doctor or other provider.]

Services and supplies will not automatically be considered Medically Necessary solely because a doctor ordered them.]

DEFINITIONS

MONTHLY AGGREGATE CORRIDOR means the Monthly Aggregate Factor multiplied by the Aggregate Adjustment Corridor, as shown on the Excess Risk Schedule.

MONTHLY AGGREGATE FACTOR means the amount of Expected Claims per month per Covered Person. The initial Monthly Aggregate Factor(s) is/are as shown on the Excess Risk Schedule. We will re-determine the Monthly Aggregate Factor on each anniversary of the Effective Date of Your coverage under this Policy and on the effective date of each Material Change to the Employee Benefit Plan.

PAID means the latest of the following dates:

- A. The covered expense is approved by You according to the terms of the Employee Benefit Plan; and
- B. The draft or check is mailed, or the date the wire or other legal electronic transfer of funds has been issued by the Plan Sponsor to the Covered Person or his or her assignee;
- C. Sufficient funds are on deposit on the date the check, draft or electronic transfer is issued to permit the check, draft or electronic transfer to be honored.

PLAN SPONSOR means You, the organization, shown on the face page of this Policy, who is described in the Excess Risk Application and who is approved for coverage by Us under this Policy.

PRESCRIPTION DRUG PLAN means either a benefit provision of the Employee Benefit Plan or a separate employee benefit plan maintained by You, under which prescription drug expenses are Paid independently of other medical expenses.

PROOF OF LOSS means Proof of Loss as defined in the Premium and Claims Provisions section of this Policy.

USUAL AND CUSTOMARY means the usual and customary charge for the locality where the expenses are Incurred.

WORKERS' COMPENSATION means benefit payments to any eligible Covered Person or Covered Dependents as required by state law for accidents or occupational disease arising out of, or in connection with, the Covered Person's or Covered Dependent's employment.

[INDIVIDUAL EXCESS RISK INSURANCE

ELIGIBLE INDIVIDUAL EXCESS RISK EXPENSES

Eligible Individual Excess Risk Expenses are those claims Incurred and Paid within the Coverage Period shown on the Excess Risk Schedule.. All such expenses must be eligible expenses under the terms of the Employee Benefit Plan[, Medically Necessary,] and covered under the terms of this Policy. The Coverage Period and rates for Excess Risk Insurance are shown on the Excess Risk Schedule. A separate Excess Risk Schedule applies to each Coverage Period. Eligible Individual Excess Risk Expenses are the benefits which Our audit has determined to be properly payable by You. Such benefits must be Paid during the Coverage Period to or on behalf of a Covered Person or Covered Dependent according to the terms of the Employee Benefit Plan. However, such expenses are subject to both the Exclusions section of this Policy and the Excess Risk Schedule. Our Claim Audit procedures are contained in the Miscellaneous Provisions of this Policy. Expenses Incurred under a Prescription Drug Plan will be included as Eligible Individual Excess Risk Expenses only if Prescription Drugs are shown on the Excess Risk Schedule..

WHEN BENEFITS WILL BE PAID

Individual Excess Risk benefits will be paid when a Covered Person or Covered Dependent has exceeded the Individual Excess Risk Deductible during the Coverage Period shown on the Excess Risk Schedule, subject to all of the terms, conditions and limitations of this Policy. Upon Our acceptance and approval of Proof of Loss, We will pay benefits to You for Eligible Individual Excess Risk Expenses that exceed the Individual Excess Risk Deductible shown on the Excess Risk Schedule for claims Paid that are:

- A. Incurred while the Employee Benefit Plan is in effect;
- B. Paid according to the terms of the Employee Benefit Plan; and
- C. Incurred and Paid during the Coverage Period shown on the Excess Risk Schedule.

[If the total amount of eligible benefits Paid under the Employee Benefit Plan on behalf of a Family exceeds the Family Excess Risk Deductible shown on the Excess Risk Schedule, We will consider that the Covered Person and such person's Covered Dependents (if any) have exceeded the Family Excess Risk Deductible. If the benefits Paid under the Employee Benefit Plan are not Eligible Individual Excess Risk Expenses, the benefits will not be applied to the Family Excess Risk Deductible.]

AMOUNT OF BENEFIT PAYABLE

The Individual Excess Risk benefit payable is subject to the Maximum Individual Benefit, if any, shown on the Excess Risk Schedule and shall be equal to the product of:

- A. The Benefit Percentage, multiplied by
- B. The amount of eligible benefits Paid to or on behalf of a Covered Person or a Covered Dependent under the Employee Benefit Plan during the Coverage Period which exceeds the Individual Excess Risk Deductible.

The Benefit Percentage, Individual Excess Risk Deductible and Coverage Period are shown on the Excess Risk Schedule.

TO WHOM BENEFITS WILL BE PAID

Individual Excess Risk benefits will be paid to You. We will not make payment directly to any Covered Person, Covered Dependent, benefit provider or anyone else. You shall not represent Us as the insurer of benefits provided by the Employee Benefit Plan.

]

[AGGREGATE EXCESS RISK INSURANCE

ELIGIBLE AGGREGATE EXCESS RISK EXPENSES

Eligible Aggregate Excess Risk Expenses are claims Incurred and Paid within the Coverage Period as shown on the Excess Risk Schedule. All such expenses must be eligible expenses under the terms of the Employee Benefit Plan[, Medically Necessary,] and covered under the terms of this Policy. The Monthly Aggregate Factor and claims basis for Excess Risk insurance apply to the Coverage Period shown in the Excess Risk Schedule. A separate Excess Risk Schedule applies to each new Coverage Period. Eligible Aggregate Excess Risk Expenses are benefits which Our audit has determined to be properly Paid by the Plan Sponsor. Such expenses must be Paid on behalf of a Covered Person or Covered Dependent according to the terms of the Employee Benefit Plan. These expenses are subject to all of the terms, conditions and limitations of this Policy, including the Exclusions and Limitations section of this Policy and the Excess Risk Schedule. Our claim Audit Procedures are contained in the Miscellaneous Provisions of this Policy. Expenses Incurred under a Prescription Drug Plan will be included as Eligible Aggregate Excess Risk Expenses only if Prescription Drugs are included on the Excess Risk Schedule and Excess Risk Application.

Eligible Aggregate Excess Risk Expenses do not include:

- A. Benefits payable under any Individual Excess Risk or Excess Risk Insurance issued to You by Us or any other insurer; or
- B. Eligible Individual Excess Risk Expenses in excess of the Individual Excess Risk Deductible; or
- C. Eligible Individual Excess Risk Expenses in excess of the Individual Excess Risk Deductible amount for expenses Incurred by any Covered Person or Covered Dependent who is subject to the Individual Adjusted Deductible.
- D. Any other benefits Paid by any other entity providing the same or similar coverage as the Employee Benefit Plan during the Coverage Period.

WHEN BENEFITS WILL BE PAID

Aggregate Excess Risk benefits will be paid after the end of the Coverage Period if the deductible described below is satisfied, subject to all terms, conditions and limitations of this Policy. Upon acceptance of Proof of Loss, We will pay benefits to You for Eligible Aggregate Excess Risk Expenses that exceed the Annual Aggregate Excess Risk Deductible for claims Paid that are:

- A. Incurred while the Employee Benefit Plan is in force;
- B. Paid according to the terms of the Employee Benefit Plan; and
- C. Incurred and Paid during the Coverage Period shown on the Excess Risk Schedule.

AMOUNT OF BENEFIT PAYABLE

The Aggregate Excess Risk benefit payable is the amount of Eligible Aggregate Excess Risk Expenses Paid which exceeds the Annual Aggregate Excess Risk Deductible for the Coverage Period. In no event will We pay more than Our Limit of Liability as shown on the Excess Risk Schedule under "Aggregate Excess Risk".

ANNUAL AGGREGATE EXCESS RISK DEDUCTIBLE

The Annual Aggregate Excess Risk Deductible for a Coverage Period will be the greatest of:

- A. An amount equal to the sum of 12 monthly amounts for the Contract Period where such monthly amount is equal the Monthly Aggregate Corridor, multiplied by the number of Covered Persons covered under the Employee Benefit Plan on the first day of each month of the Contract Period. If the Contract Period is less than 12 months, the sum of monthly amounts for the months completed will be divided by the number of months completed in the Contract Period and multiplied by 12. If the number of Covered Persons decreases, the decrease in the number of Covered Persons may not be reduced by more than 5% of the previous month's Covered Persons. During any period in which any of Your employees are absent from work due to a strike, lock out, or work stoppage, the number of Covered Persons will remain at the same level as for the month before the disruption began.

[AGGREGATE EXCESS RISK INSURANCE

If this Policy terminates during a Contract Period, the deductible will be based on a Contract Period of 12 full months. The Monthly Aggregate Corridor, multiplied by the sum of the monthly amounts for the months completed will be divided by the number of months completed in the Contract Period and multiplied by 12. Calculation of the deductible in this manner will not affect the termination of Aggregate Excess Risk benefits on the date this Policy actually terminates; or

- B. The Monthly Aggregate Corridor multiplied by [50-20,000], multiplied by 12; or
- C. The Monthly Aggregate Corridor, as shown on the Excess Risk Schedule for renewal, multiplied by 85% of the number of Covered Persons under the Employee Benefit Plan at the beginning of the eleventh month of the prior Contract Period, multiplied by 12; or
- D. The Minimum Annual Aggregate Deductible shown on the Excess Risk Schedule.

TO WHOM BENEFITS WILL BE PAID

Aggregate Excess Risk benefits will be paid to You. We will not make payment directly to any Covered Person, Covered Dependent, benefit provider or anyone else. You shall not represent that We are the insurer of benefits provided by the Employee Benefit Plan.

]

EXCLUSIONS AND LIMITATIONS

Eligible Excess Risk Expenses shall not include the following, whether or not such expenses are covered under the Employee Benefit Plan, unless otherwise specifically included in the Excess Risk Schedule:

- A. [Any portion of an expense which You are not obligated to pay under the Employee Benefit Plan, or which is reimbursable to You pursuant to or because:
 - 1. Another group health benefit program; or
 - 2. The Covered Person or Covered Dependent is covered under, or eligible for, Medicare, the Railroad Retirement Program, Worker's Compensation, or any similar federal, state or local program or statute; or
 - 3. Any coordination of benefits or non-duplication of benefits provision of the Employee Benefit Plan;]
- B. [Benefits Paid under the Employee Benefit Plan which are in excess of Usual and Customary charges;]
- C. [Expenses associated with the administration of the Employee Benefit Plan including, but not limited to, claim payment fees, PPO access fees, premium functions, medical review and consultant fees unless otherwise payable under the [Reimbursement of Certain Fees provision];]
- D. [Expenses Paid by You or the Claim Administrator relating to any litigation concerning the Employee Benefit Plan, including, but not limited to, attorneys' fees, legal or investigative expenses, expert fees, extra-contractual damages, compensatory damages and punitive damages;]
- E. [Benefits Paid for expenses Incurred outside of the U.S. except in emergency situations. Emergency situations are defined as instances of a serious injury, the onset of a serious condition which requires immediate medical intervention to prevent death, or a serious impairment of health. Emergencies do not include elective care or care of minor illness or injury;]
- F. [Expenses which are Experimental or Investigational;]
- G. [Benefits Paid under the Employee Benefit Plan for individuals who should have been, but were not, included in the most recent Disclosure Agreement.]

MATERIAL CHANGE PROVISIONS

MATERIAL CHANGE: You must give Us written notice within 31 days of any Material Change to the Employee Benefit Plan which in Our reasonable judgment may have a material adverse financial, economic or other effect on Our liability under this Policy. **Failure to provide such notice could result in termination of this Policy or denial of benefits payable on behalf of a Covered Person or Covered Dependent.** Notice must be provided to:

[ReliaStar Life Insurance Company
20 Washington Avenue South
Route 5499
Underwriting Department
Minneapolis, MN 55401]

A Material Change includes, but is not limited to, a change to, or of, any of the following:

- A. The information disclosed by You upon which Our assessment of risk was based;
- B. The Employee Benefit Plan;
- C. The Claim Administrator or Managed Care Network;
- D. An increase or decrease in the number of Covered Persons and Covered Dependents that exceeds [10%, 15%, 20%, 25%] of the current number covered under the Employee Benefit Plan;
- E. The insolvency or inability to pay obligations of You or the Employee Benefit Plan; or
- F. A merger, acquisition or similar transaction involving You or any of Your affiliates or subsidiaries.

If You amend the Employee Benefit Plan or change Your business so as to result in a material adverse financial, economic or other effect on Our liability or risk under this Policy, We will have the right to (i) recalculate Monthly Aggregate Factor(s) and Individual Excess Risk Monthly Premium Rates as shown on the Excess Risk Schedule and continue this Policy, or (ii) terminate this Policy in accordance with the Policy Termination provision of this Policy. If We elect to continue this Policy, the new Monthly Aggregate Factor(s) and Individual Excess Risk Monthly Premium Rate will be effective on the date specified by Us.

EMPLOYEE BENEFIT PLAN AMENDMENTS: You must give Us written notice of any amendment to the Employee Benefit Plan at least 31 days prior to the effective date of the amendment. If the amendment changes the benefits under the Employee Benefit Plan, Your Monthly Aggregate Factor(s) and Individual Excess Risk Monthly Premium Rate as shown on the Excess Risk Schedule will be recalculated. Any revision to Your Monthly Aggregate Factor(s) or Individual Excess Risk Monthly Premium Rate due to an amendment will become effective on the effective date of the amendment. If We do not receive notice from You prior to the effective date of the Plan amendment, We will determine if benefits are payable based on Your Monthly Aggregate Factor(s) and Individual Excess Risk Monthly Premium Rate calculated (1) without the amendment or (2) with the amendment, whichever is greater.

PREMIUM AND CLAIM PROVISIONS

PAYMENT OF PREMIUMS: You must pay the premium for this Policy to Us on or before the Premium Due Date specified in the Excess Risk Schedule.

GRACE PERIOD: A Grace Period of [31, 45, 60] calendar days will be allowed for the payment of each premium due after the first premium has been paid. This Policy will continue in force during the Grace Period. If a premium is not paid by the end of the Grace Period, this Policy will terminate as of the last date for which premium was paid. We may deduct the amount of any premium due for a Grace Period from any benefit We may owe You under this Policy.

PREMIUM RATES: The initial premium rates are stated in the Excess Risk Schedule. We may change the premium rates:

- A. Whenever You amend or materially change the Employee Benefit Plan; or
- B. When this Policy is amended; or
- C. On any Premium Due Date after the first Contract Period.

PREMIUM DATA: You must provide a report to Us with each premium payment, in a form satisfactory to Us, that lists:

- A. The number(s) of participants in the Employee Benefit Plan on the first day of the Benefit Month, as categorized under Coverage Description on the Excess Risk Schedule; and
- B. The amount of premium paid.

You acknowledge and understand that We use such premium data reports solely to process premium. Such premium data reports do not replace any report required, or which may be required, under the Reporting Requirements provision of this Policy.

PROOF OF LOSS: You or the Claim Administrator must request payment and provide complete and accurate Proof of Loss, in form and content acceptable to Us, to support a claim within 180 calendar days after the end of the Coverage Period. We may deny any claim(s) received after the end of the 180 calendar day period. However, any claim that is either submitted, or that remains incomplete, more than 180 days after the termination of this Policy will be denied.

PAYMENT OF CLAIMS: All benefits payable under this Policy will be paid to You and to no one else.

REPORTING REQUIREMENTS: You are required to provide periodic reports to Us as described below.

For Individual Excess Risk benefit reporting, You or the Claim Administrator must give notice to Us when the total amount of Eligible Individual Excess Risk Expenses Paid by You for a Covered Person or Covered Dependent equals or exceeds 50% of the Individual Excess Risk Deductible, or has the potential to exceed 50% of the Individual Excess Risk Deductible. [Your failure to provide prompt notice may result in an adjustment of any Individual Excess Risk benefits payable to You, if any, to reflect any savings We could have obtained had prompt notice been given.] Similar reporting shall be required for any Eligible Excess Risk Expenses Paid for a Covered Person or Covered Dependent subject to a deductible separate from the Individual Excess Risk Deductible as an Individual Adjusted Deductible as shown on the Excess Risk Schedule.

You or the Claim Administrator are required to provide Us with notice of any potential Individual Eligible Excess Risk claim within 31 days of the date:

- A. Covered Person's or Covered Dependent's Eligible Incurred Expenses exceed 50% of the Individual Excess Risk Deductible; or
- B. You or the Claim Administrator or Your medical management, utilization review, Prescription Drug Plan, precertification vendors, or any other party acting on Your behalf, are notified that a Covered Person or Covered Dependent has been diagnosed with, or treated for, a catastrophic condition which, if Paid, would result in an Eligible Expense under this Policy that would equal or exceed 50% of the Individual Excess Risk Deductible.

PREMIUM AND CLAIM PROVISIONS

[For Aggregate Excess Risk benefit reporting, You or the Claim Administrator are required to provide Us with a monthly report that lists:

- A. The total amount of Eligible Aggregate Excess Risk Expenses Incurred within the Coverage Period by any Covered Person or Covered Dependent and Paid by or on behalf of You during that Benefit Month; and
- B. The number(s) of participants in the Employee Benefit Plan on the first day of the Benefit Month, as categorized under Coverage Description as shown on the Excess Risk Schedule. The Aggregate Benefit Report must be provided to Us within [31, 60] days after the end of each Benefit Month.]

TERMINATION AND RENEWAL PROVISIONS

POLICY TERMINATION: This Policy will terminate on the earliest of the following circumstances:

- A. If You fail to pay the required premium by the end of the Grace Period, this Policy will terminate in accordance with the Premiums provision of this Policy.
- B. If the Employee Benefit Plan terminates, this Policy will terminate on the date the Employee Benefit Plan terminates.
- C. If You fail to maintain a minimum of [50 – 100] Covered Persons covered under the Employee Benefit Plan at any time during the Contract Period, We may elect to terminate this Policy at the end of the first month during which there are less than [50 – 100] enrolled Covered Persons.
- D. This Policy will terminate at the end of the Contract Period unless You and We agree in writing to renew this Policy.
- E. If You or the Claim Administrator fail to satisfy any of its obligations under this Policy, We reserve the right to terminate this Policy by giving You 60 days advance written notice.
- F. We may terminate this Policy at the end of the Contract Period by providing You 45 days advance written notice.

We will not refund any portion of the premium paid by You if this Policy terminates during a Contract Period.

If this Policy terminates prior to the end of the Contract Period, the Contract Period will be revised to end on the date of the effective date of the termination of the Policy and any specified number of months of the Coverage Period as shown on the Excess Risk Schedule will be reduced by the number of months by which the original Contract Period was shortened.

REQUIREMENTS TO RENEW COVERAGE: If this Policy terminates, You may request that it be renewed. This Policy may not be renewed unless We approve Your request for renewal and all of the following conditions are satisfied:

- A. The number of Covered Persons enrolled in the Employee Benefit Plan must equal or exceed the minimum enrollment shown on the Excess Risk Schedule;
- B. You must furnish Us with information showing monthly Paid claims and enrollment data, organized by covered benefit;
- C. You must furnish Us with large claim information, including amount and diagnosis for any Covered Person or Covered Dependent, pursuant to the terms of the Disclosure Agreement;
- D. You must furnish Us with a census of all Covered Persons and Covered Dependents;
- E. You must furnish Us with a summary of the number of Covered Persons by residence zip code; and
- F. You must furnish Us with a summary report of Your Managed Care Networks(s), setting forth the average hospital discounts per day.

Our approval to renew the Policy may be subject to terms, conditions and limitations. If we renew this Policy, We will furnish You with a revised Excess Risk Schedule.

GENERAL PROVISIONS

NON-PARTICIPATING: This Policy does not pay a dividend and shall not be entitled to share in Our surplus earnings.

ENTIRE CONTRACT: The entire contract between You and Us consists of:

- A. The Policy;
- B. Your Excess Risk Application (a copy of which is attached to this Policy when issued);
- C. The Excess Risk Schedule; [and]
- D. [The [signed] Disclosure Agreement (a copy of which is attached to this Policy when issued); and]
- E. Any Endorsements included with and made part of this Policy.

All statements made by You shall be deemed representations and not warranties. No such statement shall be used in defense to a claim under this Policy unless it is contained in the written Excess Risk Application or Disclosure Agreement and is signed by You or is attached to this Policy.

MISREPRESENTATION: If:

- A. You make any material misstatement, omission or misrepresentation, whether intentional or unintentional, in the information or documentation that You, the Claim Administrator or any other party acting on Your behalf provide to Us, and which We rely upon during the underwriting of this Policy; or
- B. After this Policy is issued, We learn of any expense or claim that was Incurred or Paid, but not reported to Us during the underwriting of this Policy, then, in such event:

We reserve the right to deny any such claim, rescind this Policy or to revise the premium rates, deductibles, and terms, conditions and limitations of this Policy in accordance with Our underwriting practices in effect at the time the Policy was underwritten. Any such revisions may be made retroactive to the Policy Effective Date.

LEGAL ACTION: Legal action may not be taken to receive benefits until 60 days after the date Proof of Loss is received in accordance with the terms of this Policy. Legal action must be taken within 3 years after the date Proof of Loss is submitted.

This Policy is deemed made in the state in which it was delivered, as shown on the face page of this Policy. Any lawsuits brought by either party against the other related to this Policy must be brought in that state and settled according to its laws.

ASSIGNMENT: You may not assign, pledge or transfer, in whole or in part, this Policy or any interest therein or any benefits payable hereunder without Our prior written consent. Any such action will be void and of no effect.

CLERICAL ERROR: No clerical error, whether made by You, the Claim Administrator, or Us, that relates to recordkeeping, reporting, payment of benefits or premiums, will invalidate coverage otherwise validly in force or continue coverage otherwise validly terminated. However, upon discovery of such error or delay an equitable adjustment of premiums or benefits will be made. In the event that claims data and/or enrollment information furnished to Us is missing or incorrect, We have the right to recalculate the Monthly Aggregate Factor(s) and Individual Excess Risk Monthly Premium Rate as shown on the Excess Risk Schedule using the corrected information.

A clerical error is a mistake in performing a clerical function, such as typing, but does not include Your acts or Your failure to comply with the provisions of the Employee Benefit Plan or this Policy. This paragraph shall not be construed in any way to impair Our rights under the Misrepresentation provision of this Policy.

POLICY AMENDMENTS/CHANGES: We may amend this Policy on any renewal date. No change in this Policy is valid unless it is approved and signed by one of Our designated corporate officers or an Assistant Secretary. Agents or brokers do not have the right to change this Policy, waive any of its provisions, or bind Us in any way.

YOUR BANKRUPTCY OR INSOLVENCY: Eligible Excess Risk Expenses will not be affected by Your bankruptcy or insolvency. In the event of Your bankruptcy or insolvency, subject to the terms, conditions and limitations of this Policy, We may pay to Your receiver, trustee, liquidator or legal successor amounts otherwise payable under this Policy.

GENERAL PROVISIONS

We will make such payments only if You have paid all required premiums and have Paid all eligible expenses under the Employee Benefit Plan, and have complied with all Your obligations under this Policy. Nothing in this section shall increase Our liability beyond that which would have existed had You not become insolvent or bankrupt.

INDEMNIFICATION: You agree to indemnify, defend and hold Us harmless from any liability, damages of any kind, interest, penalties, or expenses (including without limitation, attorneys fees) arising from, relating to or concerning in any way whatsoever, any dispute or legal action by or involving a Covered Person, Covered Dependent, or a provider of services to a Covered Person or a Covered Dependent.

CONFORMITY WITH STATE STATUTES: Any provision of this Policy which, on the Effective Date of this Policy, conflicts with any law of the state where this Policy is delivered, shall be deemed to be automatically amended to conform to the minimum requirements of such law.

REIMBURSEMENT: Your rights under the Employee Benefit Plan to recover sums Paid during the Coverage Period on behalf of a Covered Person or Covered Dependent, are assigned by You to Us to the extent of any benefits paid under this Policy. You agree to promptly recover such sums, at Your cost, by initiating legal action or other effective means. Within 10 days of initiating any action or other means for recovery, You shall notify Us, and We shall have the right to intervene in any suit or other proceeding to protect Our reimbursement rights. Any recovery, whether by settlement, judgment, or otherwise, shall be treated as a reduction of Eligible Excess Risk Expenses by You for the Coverage Period during which it was reported and We shall be entitled to receive full reimbursement to the extent of benefits paid under this Policy.

REINSTATEMENT: If this Policy is terminated for non-payment of premium, We reserve the right to reinstate it as of the date it terminated upon payment of all outstanding premium. You must furnish all information requested by Us before We will consider reinstating this Policy. Reinstatement may be subject to terms, conditions and limitations.

NO THIRD PARTY BENEFICIARY: The Policy is issued by Us to You, and to no one else. The provisions of this Policy are not intended to confer any benefits upon any person or entity other than You, and no person or entity is an intended third party beneficiary of this Policy

PREPARATION OF POLICY: Because You and We are both sophisticated entities, in the event of an ambiguity in or dispute regarding the interpretation of this Policy, interpretation of this Policy shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty or against the drafter, and both You and We expressly agree that in the event of an ambiguity or dispute regarding the interpretation of this Policy, the Policy will be interpreted as if both You and Us had fully participated in the negotiation and preparation of this Policy.

MISCELLANEOUS PROVISIONS

[REIMBURSEMENT OF CERTAIN FEES: Eligible Excess Risk Expenses will also include the following fees Incurred and Paid by the Plan Sponsor, if approved **in advance** of claim by Us:

[

- A. Hospital bill audits;
- B. Access to non-directed provider networks;
- C. Negotiation of out-of-network bills; and
- D. Cost Containment Vendors.]

Such fees shall be considered Eligible Excess Risk Expenses only if You can demonstrate to Us that the services that generated the fees resulted in a cost savings to the Employee Benefit Plan and Us. If You can demonstrate such a cost savings, We will consider such fee an Eligible Excess Risk Expense, up to [15% - 50%] of such cost savings per Covered Person or Covered Dependent.]

STATE ASSESSMENT LOADS: State and Federal laws may assess excess risk insurance carriers based on the number of that state's residents who are covered under excess risk policies. We shall have the right to increase premium rates to cover expected state assessment costs, based on the most current applicable assessment rates.

STATE HEALTH CARE SURCHARGES: If You pay a state health care surcharge in connection with the payment of Eligible Excess Risk Expenses, the health care surcharge shall be considered an Eligible Excess Risk Expense provided that the charges were submitted and duly noted as such. Penalties or fines associated with the health care surcharge or the underlying expenses will not be considered Eligible Excess Risk Expenses.

INDEPENDENT REVIEW ORGANIZATION EXTENDED BENEFIT: In the event Eligible Excess Risk Expenses are Paid for a Covered Person or Covered Dependent due to a reversal by an Independent Review Organization of a previous denial of such expenses, and such covered expenses are then Paid after the Coverage Period, the Coverage Period to pay such expenses will be extended for a period not to exceed 12 months. We will consider the date the claim was denied as the "Paid" date under this Policy, provided:

- A. Such expenses are not eligible under any other coverage; and
- B. Such expenses are otherwise payable under the terms of this Policy.

When Eligible Excess Risk Expenses are Paid pursuant to the terms, conditions and limitations of this Independent Review Organization Extended Benefit, such expenses will relate back to the Coverage Period in which they were Incurred and will be excluded from any other Coverage Period.

If You terminate this Policy for any reason prior to 12 months following the Effective Date shown on the Excess Risk Schedule, this provision will not apply.

CLAIM ADMINISTRATOR RESPONSIBILITIES: The Claim Administrator acts on Your behalf of and as Your agent. If claims are Paid by a Claim Administrator, We may require that You provide Us with any information possessed by the Claim Administrator that will assist Us in administering this Policy.

For Individual Excess Risk Insurance this includes but is not limited to:

- A. When expenses, Paid and/or pending, for a Covered Person or Covered Dependent exceed 50% of the Individual Excess Risk Deductible;
- B. Notification, regardless of the deductible amount, of any potential or planned organ transplant;
- C. Claim or claim report for any Covered Person or Covered Dependent who exceeds the Individual Excess Risk Deductible applicable to such Covered Person or Covered Dependent;
- D. Transplant contracts, case management notes, and any other documentation that may be needed in order for Us to properly determine how the Claim Administrator adjudicated the claim. If such items are considered proprietary by the Claim Administrator a written statement from the Claim Administrator providing the substance of the requested items may be accepted

Similar reporting shall be required for any Eligible Excess Risk Expenses Paid for a Covered Person or Covered Dependent subject to a deductible separate from the Individual Excess Risk Deductible as an Individual Adjusted Deductible as shown on the Excess Risk Schedule.

MISCELLANEOUS PROVISIONS

If Aggregate Excess Risk Insurance is included, Claim Administrator's Responsibilities also include, but are not limited to, submitting a monthly report to Us in a format acceptable to Us showing the total amount of claims Paid and enrollment numbers.

You are solely responsible for the actions of the Employee Benefit Plan administrator, the Claim Administrator, and any other agent of Yours. The Claim Administrator acts on Your behalf, and not on Our behalf. The Claim Administrator is not Our agent. We are not responsible for any compensation owed to, or claims by, the Administrator or other agents for services provided to, or on behalf of, You or the Employee Benefit Plan. This Policy does not make Us a party to any agreement between You and the Claim Administrator, nor does it make the Claim Administrator a party to this Policy.

CLAIM AUDIT: We may periodically examine any of Your or the Claim Administrator's records relating to the benefits under this Policy and any claims filed under the Employee Benefit Plan. We have the right to audit all claims with respect to Eligible Excess Risk Expenses Paid under the Employee Benefit Plan, in the event a claim for benefits is made under this Policy.

RELIASTAR LIFE INSURANCE COMPANY

("ReliaStar Life")

Home Office, Minneapolis, Minnesota 55440

EXCESS RISK APPLICATION

The Plan Sponsor hereby applies for the Excess Risk Policy.

Name of Plan Sponsor (exact legal name)

Address (number and street, city, state, zip code)

Corporation Partnership Sole Proprietorship Other. Specify: _____

Nature of Plan Sponsor's Business:

SIC Code:

Are subsidiaries, affiliates or other associated entities to be included?

No

Yes (If "yes," give

Names: _____

Relationship to Plan Sponsor:

Please provide the number of individuals covered as noted below:

Eligible Individuals: _____ Covered Persons Only: _____ Covered Persons with Dependents: _____

Enrolled Individuals: _____ Covered Persons Only : _____ Covered Persons with Dependents: _____

Individuals Covered Elsewhere: _____ Covered Persons Only: _____ Covered Persons with Dependents: _____

Claim Administrator for coverages checked below for the Employee Benefit Plan:

Name of Claim Administrator* (exact legal name of entity)

Address of Claim Administrator (number and street, city, state, zip code)

*Claim Administrator must be approved by ReliaStar Life prior to acceptance of this Application

The initial Contract Period is from _____ to _____.

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 Guaranty Association does not cover claims reimbursable under a stop loss policy,

RELIASTAR LIFE INSURANCE COMPANY

("ReliaStar Life")

Home Office, Minneapolis, Minnesota 55440

EXCESS RISK APPLICATION

OPTIONAL ENDORSEMENTS:

- Plan Mirroring Coordination
 Monthly Aggregate Reimbursement
 Aggregate Terminal Liability 3 months 6 months (Individual Terminal Liability must also be elected)
 Actively at Work
 Other _____]

Are retirees covered? Yes No
Are retirees age 65 and over covered? Yes No

Attached to and incorporated in this Application is a copy of the Employee Benefit Plan that relates to the Excess Risk Policy being applied for.

The Producer/Agent of Record (provided he/she is duly licensed as required by law) is: _____.

This insurance is to be effective on _____ at 12:01 a.m. Standard Time at the Plan Sponsor's place of business, provided that the first premium is paid in full and that [the Disclosure Agreement and] this Application are accepted by ReliaStar Life.

An advance deposit of \$_____ is attached. (The deposit is to equal the first premium.)
The deposit will be applied toward payment of the premiums on the insurance requested if the application is accepted by ReliaStar Life. If not accepted, the deposit will be refunded to the Plan Sponsor Applicant.

By signing this Application below [and the Disclosure Agreement], the Plan Sponsor Applicant represents that all statements, answers and information made above in this application [and in the Disclosure Agreement] are complete and true to the best of its knowledge and belief. Plan Sponsor Applicant further acknowledges and agrees (i) that such statements, answers and information in this Application [and in the Disclosure Agreement], together with a copy of the Employee Benefit Plan and other information attached to this application or furnished to ReliaStar Life, are submitted by the Plan Sponsor Applicant as an inducement to, and will be relied upon, ReliaStar Life, in underwriting this risk and determining whether to accept this application and issue the Excess Risk Policy being applied for; (ii) if such statements, answers and information is/are incomplete or untrue, and such incompleteness or falsity is material to the risk to be insured by ReliaStar Life, any policy issued by ReliaStar Life may be rescinded and/or any benefits that might otherwise be payable thereunder may be denied; and (iii) the Plan Sponsor Applicant has fully read and understands this completed Application[and the Disclosure Agreement].

Any person who, knowingly with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime, and may subject such person to criminal and civil penalties, and denial of insurance benefits.

PLAN SPONSOR APPLICANT

NAME OF SIGNER (Please print)

BY

TITLE

DATE SIGNED

RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

EXCESS RISK SCHEDULE

[The following is a revised Excess Risk Schedule for Your Excess Risk Insurance. This Excess Risk Schedule is in effect for the period _____ through _____, and replaces any other Excess Risk Schedule(s) previously issued to You by Us.]

Your Name: _____

Associated Accounts _____

Your Group No: _____

Contract Period: From _____ Through _____

Claim Administrator Name _____

In the event of a conflict between the terms, conditions and limitations of this Excess Risk Schedule and the Excess Risk Policy, this Excess Risk Schedule will control.

[INDIVIDUAL EXCESS RISK YES NO

BENEFITS TO BE COVERED:

Medical Other (please specify) _____

COVERAGE PERIOD:

Incurred and Paid in 12 months Incurred in 12 months and Paid in 15 months
 Incurred in 15 months and Paid in 12 months Incurred in _____ months and Paid in ____ months
 Paid in 12 months Other _____

[Individual Excess Risk Deductible: \$ _____ per Individual]

[Family Excess Risk Deductible: \$ _____ per Family]

Individuals subject to the Individual Adjusted Deductible as identified in the disclosure process:

Claims for individuals subject to the Individual Adjusted Deductible that exceed the Individual Excess Risk Deductible amount are excluded under any Aggregate Excess Risk Insurance.

Benefit Percentage: _____ %

[MAXIMUM INDIVIDUAL BENEFIT:

Individual Excess Risk Lifetime Maximum: \$ _____

Individual Excess Risk Annual Maximum: \$ _____

Other: _____ \$ _____]

COVERAGE DESCRIPTION:

	Number	Monthly Premium Rate
[1. <input type="checkbox"/> Composite (Total Number of Covered Persons)	_____	\$ _____]
[2. <input type="checkbox"/> Single (Covered Persons, no Dependents)	_____	\$ _____]
Family (Covered Persons, with Dependents)	_____	\$ _____]
[3. <input type="checkbox"/> Other _____	_____	\$ _____]
_____	_____	\$ _____]

[OPTIONAL ENDORSEMENTS:

Individual Terminal Liability 3 months 6 months
 Individual Advanced Funding
 Individual Step-Down Deductible Kidney Failure Cancer Transplant (check all that apply)

RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

EXCESS RISK SCHEDULE

[Domestic claims relating to Employee Benefit Plans sponsored by hospitals and similar medical facilities will be re-priced by multiplying, (i) the Eligible Individual Excess Risk Expenses times (ii) 1 minus the [name of network] network discount of _____%, times (iii) the domestic reimbursement percentage shown below. The Individual Excess Risk Deductible will be deducted from this product.

All other Eligible Individual Excess Risk Expenses in excess of the Individual Excess Risk Deductible will be reimbursed at _____%.

Domestic Reimbursement _____%]

[Health Conversion Charge, per Covered Person or Dependent: \$_____]

Minimum Enrollment Required for Renewal of Coverage: [50 – 200] enrolled Covered Persons Covered for Medical.

Covered Persons are defined in the Employee Benefit Plan with the exception of: _____

Exclusions and Limitations defined in this policy will apply with the exception of: _____

Other: _____

[Actively at Work Requirement: _____]

Premium Due Date: _____

Approved for Us: _____ Date: _____ By: _____

Group Name: _____

Group Number: _____

RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

ACTIVELY AT WORK ENDORSEMENT

For purposes of this Endorsement, the term "Actively At Work" means that on the Effective Date of this Policy, Your Employee is working for You at his or her usual place of work or such other place or places as required by You in the course of such work for the full number of hours and at the full rate of compensation as set by Your employment practices.

If a Covered Person employed by You is not Actively At Work, or is hospitalized, on the Effective Date of this Policy, otherwise Eligible Excess Risk Expenses Incurred and Paid prior to the date the Employee becomes Actively At Work and is no longer hospitalized, will NOT be considered Eligible Excess Risk Expenses.

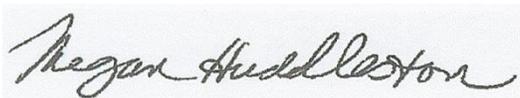
If a Covered Dependent is hospital confined on the Effective Date of this Policy, otherwise Eligible Excess Risk Expenses Incurred and Paid prior to the date the Covered Dependent is no longer hospital confined will NOT be reimbursed.

All other terms, conditions and limitations of the Excess Risk Policy apply to this Endorsement.

In the event of a conflict between the terms, conditions and limitations of this Endorsement and the Excess Risk Policy, this Endorsement will control.

This Endorsement if made part of the Policy to which it is attached.

[



Secretary

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RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

AGGREGATING INDIVIDUAL DEDUCTIBLE ENDORSEMENT

An additional deductible of \$ _____ must be met before We will reimburse You under the Individual Excess Risk coverage. This deductible may only be met by the accumulation of Eligible Individual Excess Risk Expenses for Covered Persons and Covered Dependents that are in excess of the Individual Excess Risk Deductible shown on the Excess Risk Schedule and are Incurred and Paid within the Coverage Period.

We reserve the right to recalculate the additional deductible level, referred to above, retroactively for the Coverage Period if there is more than a [10% - 25%] variance between:

- A. The number of Covered Persons on any premium due date, and
- B. The number of Covered Persons on the Plan Sponsor's effective date of coverage.

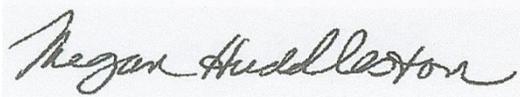
All Eligible Individual Excess Risk Expenses in excess of the Individual Excess Risk Deductible shown on the Excess Risk Schedule shall be excluded from Eligible Aggregate Excess Risk Expenses under any provision of this Policy relating to Aggregate Excess Risk insurance.

All other terms, conditions and limitations of the Excess Risk Policy apply to this Endorsement.

In the event of a conflict between the terms, conditions and limitations of this Endorsement and the Excess Risk Policy, this Endorsement will control.

This Endorsement is made part of the Policy to which it is attached.

[



Megan Huddleston
Secretary

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RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

INDIVIDUAL GAPLESS RENEWAL ENDORSEMENT

Provided this Excess Risk Policy is renewed, any Eligible Individual Excess Risk Expense Incurred in the Contract Period immediately prior to the renewal of the Policy but Paid after the Coverage Period applicable to such prior Contract Period, will be considered an Eligible Excess Risk Expense for the Coverage Period of the renewed Policy provided such Eligible Excess Risk Expense is Paid within 180 days after the expiration of the Coverage Period applicable to the prior Contract Period. As such, those expenses are subject to all other terms, conditions and limitations of this Policy including, but not limited to, re-satisfying the Individual Excess Risk Deductible for the renewed Policy's Coverage Period.

This Endorsement does not apply to Incurred or Paid Individual Excess Risk Expenses for Covered Persons or Covered Dependents to whom the Individual Adjusted Deductible applies.

All other terms, conditions and limitations of the Excess Risk Policy apply to this Endorsement.

In the event of a conflict between the terms, conditions and limitations of this Endorsement and the Excess Risk Policy, this Endorsement will control.

This Endorsement is made part of the Policy to which it is attached.

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Secretary

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RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

INDIVIDUAL ADVANCED FUNDING ENDORSEMENT

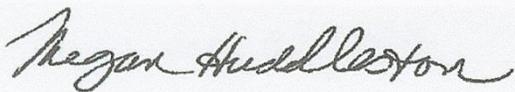
At Your written request, We will advance Our payment of Eligible Individual Excess Risk Expenses that exceed the Individual Excess Risk Deductible ("Advance Funding") provided **all** of the following conditions are met:

- A. The Individual Excess Risk Deductible for a Covered Person or Covered Dependent has been met;
- B. Claims submitted for Individual Advanced Funding must be determined By Us to (i) have been reviewed and fully approved by the Claim Administrator and (ii) be ready for payment;
- C. Each request for Individual Advanced Funding must total more than **[\$5,000, \$10,000, \$20,000]** per Covered Person or Covered Dependent;
- D. This Endorsement will not apply during the last month of the Coverage Period.
- E. Any remaining Individual Advanced Funding funds that are not used by You to pay eligible expenses due to any type of discounting, rebating or other type of claim reduction or refund, must be repaid by You to Us within **[5, 10]** business days after payment of such Eligible Individual Excess Risk Expenses;
- F. We have the right to confirm, with providers, the Claim Administrator, or other claim administrators, the amount and the fact that payments have been made for which Advanced Funding has been requested;
- G. You or the Claim Administrator agree to immediately pay the eligible expenses to the provider of services upon Our determination of Our liability for the Individual Excess Risk claim and notification to You or to the Claim Administrator;
- H. If We request, You agree to send Us copies of proof of payment of eligible expenses; and
- I. Premium must be paid through the month in which the claim was submitted.

All other terms, conditions and limitations of the Excess Risk Policy apply to this Endorsement.

In the event of a conflict between the terms, conditions and limitations of this Endorsement and the Excess Risk Policy, this Endorsement will control.

This Endorsement is made part of the Policy to which it is attached.

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Secretary
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RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

MONTHLY AGGREGATE REIMBURSEMENT ENDORSEMENT

We will reimburse You during the current Coverage Period if, at the end of any month during that period, the Net Eligible Aggregate Excess Risk Expenses, as defined below, exceed the cumulative Monthly Aggregate Corridors for the same period by [\$1,000 - \$10,000] or more ("Monthly Aggregate Reimbursement").

Net Eligible Aggregate Excess Risk Expenses means the cumulative payments for eligible expenses made by You:

- A. Less Eligible Individual Excess Risk Expenses in excess of the Individual Excess Risk Deductible shown on the Schedule; and
- B. Less any applicable Monthly Aggregate Reimbursement made by Us.
- C. Less the amount of all Monthly Aggregate Reimbursement already advanced to You during this Coverage Period.

The Monthly Aggregate Reimbursement Endorsement will not apply during the last month of the Coverage Period, or during any period after the Coverage Period as shown on the Excess Risk Schedule under "Aggregate Excess Risk-Contract Basis".

END OF COVERAGE PERIOD RECONCILIATION

At the end of the Coverage Period, any Monthly Aggregate Reimbursement that exceeds the amount payable under the Aggregate Excess Risk provisions must be repaid within [31 - 60] days of receipt of advance written notice from Us.

If the Excess Risk Policy terminates prior to the end of the Contract Period, You must immediately reimburse Us for any amount already advanced as a Monthly Aggregate Reimbursement benefit.

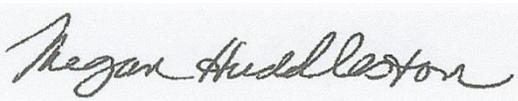
No interest will be charged on the amount of any Monthly Aggregate Reimbursement benefits advanced to You.

All other terms conditions and limitations of the Excess Risk Policy apply to this Endorsement.

In the event of a conflict between the terms, conditions and limitations of this Endorsement and the Excess Risk Policy, this Endorsement will control.

This Endorsement is made part of the Policy to which it is attached.

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Secretary

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RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

PLAN MIRRORING COORDINATION ENDORSEMENT

Upon receipt of Proof of Loss acceptable to Us, We will reimburse You for payments of Eligible Excess Risk Expenses under Your Employee Benefit Plan that are:

- A. Paid according to the terms of Your Employee Benefit Plan; and
- B. Incurred and Paid during the Coverage Period shown on Your current Excess Risk Schedule.

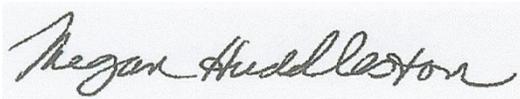
The expenses Paid by You shall be considered Eligible Excess Risk Expenses, but will be subject to [the] exclusions [A, B, C, D, E, F and G] of the Exclusions and Limitations section of the Excess Risk Policy.

All other terms, conditions, and limitations of the Excess Risk Policy apply to this Endorsement.

In the event of a conflict between the terms, conditions and limitations of this Endorsement and the Excess Risk Policy, this Endorsement will control.

This Endorsement is made part of the Policy to which it is attached.

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Secretary

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ELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota, 55440

RENEWAL RATE CAP ENDORSEMENT

If the Excess Risk Policy is renewed, We guarantee that Your Individual Excess Risk premium rate [and the Aggregating Individual Deductible] will not be increased more than [25% - 100%] over the Monthly Premium Rate [and Aggregating Individual Deductible] shown on the [initial] Excess Risk Schedule, provided that:

- A. The Employee Benefit Plan contains no changes that materially alter the risk under Your current Excess Risk Policy issued by Us;
- B. The renewal Excess Risk Policy contains no Material Changes from the current Policy, including, but not limited to, changes to: (i) the length of the Contract Period, (ii) Eligible Excess Risk Expenses, (iii) coverage for retirees, (iv) the Individual Excess Risk Deductible, (v) the Coverage Period, (vi) the Benefit Percentage, (vi) the commission payable, (vii) the Plan Sponsor's Claim Administrator, [or] (viii) Managed Care Networks[, or (ix) the Individual Excess Risk Annual Maximum];
- C. There are no Material Changes between the demographic distribution of the group covered under the Your current Excess Risk Policy and the group covered under the renewal Excess Risk Policy;
- D. No new unit, division, subsidiary, affiliated company or class of Covered Persons or Covered Dependents is added to this Excess Risk Policy; and
- E. There is no change in any assessment or tax levied against Us by the state in which this Excess Risk Policy was delivered.

We reserve the right to determine whether any of the changes described in clauses (A) through (E) above constitute a Material Change. If We determine that any change is material, the Renewal Rate cap will be adjusted by Us accordingly.

After the initial two Contract Periods, We reserve the right to revise the deductibles and any other terms, conditions and limitations of this Policy.

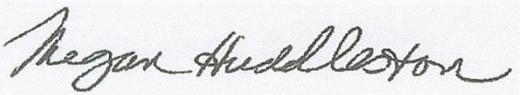
[Any subsequent Renewal Rate Cap beyond the initial two Contract Periods will be subject to approval by Us.]

Upon renewal, We will not apply any new Individual Adjusted Deductible unless requested to do so in writing by You.

All other terms, conditions and limitations of the Excess Risk Policy apply to this Endorsement.

In the event of a conflict between the terms, conditions and limitations of this Endorsement and the Excess Risk Policy, this Endorsement will control.

This Endorsement is made part of the Policy to which it is attached.

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Secretary]

RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota, 55440

INDIVIDUAL STEP-DOWN DEDUCTIBLE ENDORSEMENT

The Individual Excess Risk Deductible with respect to any specified Covered Person or Covered Dependent who is diagnosed with [kidney failure, cancer, or who needs a transplant] will be reduced according to the Reduction Amount shown below, provided:

- [
- A. You or the Claim Administrator notifies Us that a Covered Person or a Covered Dependent has been diagnosed with kidney failure within [5, 10, 15] days of the placement of a fistula for future dialysis treatment; and
 - B. The dialysis treatment is managed by a vendor approved by Us.]

[OR]

- [
- A. You or the Claim Administrator notifies Us that a Covered Person or a Covered Dependent has been diagnosed with cancer within [5, 10, 15] days of such diagnosis; and
 - B. That Covered Person or Covered Dependent will receive chemotherapy treatment; and
 - C. We were notified of the cancer diagnosis prior to the commencement of such Covered Person's or Covered Dependent's chemotherapy treatment, and
 - D. The Covered Person's or Covered Dependent's cancer treatment is managed by a vendor approved by Us.]

[OR]

- [
- A. You or the Claim Administrator or transplant vendor notifies Us that a Covered Person or Covered Dependent may require a transplant.
 - B. In order to receive a reduction in the Individual Excess Risk Deductible under this Endorsement, the transplant contract must be effected by Our Excess Risk Department and managed by a vendor approved by Us.]

Reduction Amount means the lesser of A or B, where:

- A = The Individual Excess Risk Deductible per Covered Person or Covered Dependent for the current Coverage Period, times [5, 10, 15, 20%]; or
- B = [\$5,000, \$10,000, \$15,000, \$20,000].

This Endorsement does not apply to individuals subject to the Individual Adjustment Deductible or to the Individual Aggregating Deductible.

All other terms, conditions and limitations of the Excess Risk Policy apply to this Endorsement.

In the event of a conflict between the terms, conditions and limitations of this Endorsement and the Excess Risk Policy, this Endorsement will control.

This Endorsement if made part of the Policy to which it is attached.

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Secretary]

RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

AGGREGATE TERMINAL LIABILITY ENDORSEMENT

This Endorsement is only available if there is an Individual Terminal Liability Endorsement attached to the Excess Risk Policy.

If Your Aggregate Excess Risk Insurance terminates at the end of the Contract Period, the Coverage Period will be extended to include Eligible Aggregate Excess Risk Expenses Incurred within the Contract Period and Paid within [3, 6] months after the Contract Period, subject to **all** of the following conditions:

- A. Eligible Aggregate Excess Risk Expenses will be considered for payment in accordance with the terms of the Employee Benefit Plan in effect on the day before this Excess Risk Policy's termination date; and
- B. You must use the same Claim Administrator used on the last day of the Contract Period to administer any claims during any period after the Contract Period subject to this Endorsement.

The Minimum Annual Aggregate Deductible for the Contract Period will be increased by an amount equal to the product of "A" times "B" times "C" below:

- A. The average number of Covered Persons during the highest 3 months of the Contract Period; multiplied by
- B. [3, 6]; multiplied by
- C. The Aggregate Terminal Liability Factor(s) shown on the Excess Risk Schedule.

If Your Aggregate Excess Risk Insurance terminates for any reason prior to the last day of the Contract Period, this Endorsement will be void.

All other terms, conditions and limitations of the Excess Risk Policy apply to this Endorsement.

In the event of a conflict between the terms, conditions and limitations of this Endorsement and the Excess Risk Policy, this Endorsement will control.

This Endorsement is made part of the Policy to which it is attached.

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Secretary

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RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

INDIVIDUAL TERMINAL LIABILITY ENDORSEMENT

If Your Individual Excess Risk Insurance terminates at the end of the Contract Period, the Coverage Period will be extended to include Eligible Individual Excess Risk Expenses Incurred within the Contract Period and Paid within [3, 6] months after the Contract Period, subject to **all** of the following conditions:

- A. Eligible Individual Excess Risk Expenses will be considered for payment in accordance with the terms of the Employee Benefit Plan in effect on the day before this Excess Risk Policy's termination date; and
- B. You must use the same Claim Administrator used on the last day of the Contract Period to administer any claims during any period after the Contract Period subject to this Endorsement.

If Your Individual Excess Risk Insurance terminates for any reason prior to the last day of the Contract Period, this Endorsement will be void.

All other terms, conditions and limitations of the Excess Risk Policy apply to this Endorsement.

In the event of a conflict between the terms, conditions and limitations of this Endorsement and the Excess Risk Policy, this Endorsement will control.

This Endorsement is made part of the Policy to which it is attached.

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Secretary

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INSTRUCTIONS FOR COMPLETION

Please provide the information described in the Disclosure Reports Section below and then have an authorized representative of the Plan Sponsor sign the Disclosure Agreement below. ReliaStar Life Insurance Company ("ReliaStar Life") shall use the information provided solely for the purpose of evaluating the risks under the proposed or renewed Excess Risk Insurance Policy ("Policy"). Prior to submitting this Disclosure Agreement and Disclosure Reports to ReliaStar Life, please consult with your current Claim Administrator(s), Utilization Review Firm(s), Case Management, and Pharmacy Benefits Manager(s) (collectively, "Claim Vendors"), and Plan Sponsor's Broker or other insurance advisor. The Disclosure Reports must be provided to ReliaStar Life no earlier than 90 calendar days prior to the Policy's Effective Date or renewal date, as applicable. Should ReliaStar Life require any additional information, it will notify the Plan Sponsor and/or its designated representative in writing no later than 20 calendar days following receipt of the Disclosure Reports. Any firm quote is void unless accepted by the Plan Sponsor in writing within 35 days from the date quoted by ReliaStar Life.

DISCLOSURE REPORTS. Plan Sponsor shall attach the following reports or data (include claimant name, primary ICD-9 / diagnosis) hereinafter referred to as the ("Disclosure Reports"):

Any individual with paid claims that has exceeded 50% of the stop loss deductible during the applicable current policy year (minimum 9 months):

Any individual with denied and/or pended claims that has exceeded \$25,000 during the applicable current policy year (minimum of 9 months):

Any individual evaluated and/or listed for an organ, stem cell or bone marrow transplant:

Any individual diagnosed with a condition, during the applicable current policy year, represented by any of the ICD-9 codes contained in the attached list including claim amounts, as well as any individual who is in case management during the applicable current policy year (minimum of 9 months):

DISCLOSURE AGREEMENT. The Plan Sponsor submits this Disclosure Agreement and the attached Disclosure Reports to ReliaStar Life to induce ReliaStar Life to issue an Excess Risk Insurance Policy ("Policy") or to renew an existing Policy. The Plan Sponsor represents to ReliaStar Life, to the best of its knowledge and belief, and after making a diligent and good faith inquiry, that (i) all information contained in the Disclosure Reports is complete, true and materially correct;(ii) prior to submitting this Disclosure Agreement and Disclosure Reports to ReliaStar Life, Plan Sponsor reviewed and discussed such Disclosure Reports (together with all pre-certifications, case management notes, claim files, and pharmacy benefit management files and notes) for both the current policy year and each year thereafter during which ReliaStar Life provided excess insurance coverage to Plan Sponsor, with its Claims Vendors, broker or other insurance advisor; (iii) it has reviewed this Disclosure Statement and the attached Disclosure Reports with its Broker or other insurance advisor, and has fully read and understands this Disclosure Agreement; and (iv) as of the date of signing of this Disclosure Agreement there are no known potential catastrophic claims other than those disclosed on the attached Disclosure Reports. The Plan Sponsor understands and agrees that: (i) ReliaStar Life will rely on this Disclosure Agreement and the attached Disclosure Reports to (i) underwrite this risk, (ii) determine whether or not to issue (or renew) a Policy, and (iii) if ReliaStar Life agrees to issue or renew a Policy, determine the terms, conditions, limitations and rates of or for such Policy. The Plan Sponsor further understands and agrees that (i) if such Disclosure Reports are incomplete or untrue, and such incompleteness or falsity is material to the risk to be insured by ReliaStar Life, any Policy issued or renewed by ReliaStar Life may be rescinded, any benefits that might otherwise be payable thereunder may be denied, and/or the premium rates, deductibles, terms, conditions and limitations of the Policy may be revised by ReliaStar Life; and, (ii) its complete and accurate disclosure of known potential catastrophic claims is a condition precedent to issuance (or renewal) of the Policy. In the event the Disclosure Reports are not timely submitted to, and approved by, ReliaStar Life within 45 days following the Effective Date or renewal date of the Policy, ReliaStar Life retains the unconditional right to deny any claim, adjust the rates or its underwriting terms, and/or rescind the Policy at any time, and such right shall not be impaired as a result of ReliaStar Life's acceptance of premium.

Plan Sponsor verifies that to the best of its knowledge and belief, and after making a diligent and good faith inquiry, the Disclosure Reports herein and hereafter provided is (are) accurate and complete.

Plan Sponsor: By: _____
Its Corporate Officer or Other Authorized Representative

Title: _____

Date: _____

ICD-9 Codes for Disclosure Notification

Please list all Plan Participants who have been diagnosed with or treated for any of the Codes listed under the following categories during the current Benefit Period:

Neoplasms

140-239 Neoplasms

Endocrine, Nutritional, Metabolic, Immunity

277.0 Cystic Fibrosis

Diseases of the Blood and Blood-Forming Organs

284.9 Aplastic Anemia NOS

286-286.9 Coagulation Defects and/or Hemophilia

Diseases of the Nervous System and Sense Organs

344.0-344.09 Quadriplegia and Quadriparesis

344.1 Paraplegia

348.0-348.9 Encephalopathy

Diseases of the Circulatory System

410-410.9 Acute Myocardial Infarction

411-411.89 Acute and Subacute Ischemic Heart Disease

414-414.05 Coronary Atherosclerosis (ASHD)

415-415.19 Acute Pulmonary Heart Disease

416-416.9 Chronic Pulmonary Heart Disease

417.1 Aneurysm of Pulmonary Artery

421-421.9 Acute and Subacute Endocarditis

424-424.9 Valve Disorders

425-425.9 Cardiomyopathy

427-427.9 Cardiac Dysrhythmias

428-428.9 Heart Failure

430, 431 Subarachnoid / Intracerebral Hemorrhage

434.9 Occlusion of Cerebral Arteries

436 Acute Cerebrovascular Accident (CVA)

440-441.9 Atherosclerosis / Aortic Aneurysm

Diseases of the Respiratory System

480-486 Pneumonia

490-496 Chronic Obstructive Pulmonary Disease (COPD), etc.

515 Postinflammatory Pulmonary Fibrosis

518-518.89 Pulmonary Collapse and/or Respiratory Failure

Diseases of the Digestive System

555-555.9 Regional Enteritis (Crohn's Disease)

560.0-560.9 Intestinal Obstruction

562.1 Diverticulitis of Colon

567-567.9 Peritonitis

569.0-569.9 Other Disorders of Intestine

570-571.9 Liver Diseases and Cirrhosis

572.8 Other Sequela of Chronic Liver Disease

573-573.9 Other Liver Disorders

577-577.9 Pancreas Diseases

578-578.9 Gastrointestinal Hemorrhage

Diseases of the Genitourinary System

584-584.9 Acute Renal Failure

585 Chronic Renal Failure

586 Renal Failure, Unspecified

Complications of Pregnancy, Childbirth

651 Multiple Gestation

Diseases of the Musculoskeletal System and Connective Tissue

730-730.9 Osteomyelitis and/or Periostitis

730-730.10 Chronic Osteomyelitis

Congenital Anomalies

747.2 Aortic Atresia / Stenosis

751.6 Biliary Atresia

759-759.9 Other and Unspecified Congenital Anomalies

Conditions Originating in the Perinatal Period

765-765.1 Prematurity

769 Respiratory Distress Syndrome

770.0-770.9 Other Respiratory Conditions of Newborn

Injury and Poisoning

800-804.9 Fracture of Skull

805-805.9 Fracture of Vertebral Column

806-806.9 Fracture of Vertebral Column with Spinal Cord Injury

828-828.1 Multiple Fractures

853-854.1 Intracranial Injury

869-869.1 Internal Injury

887-887.7 Traumatic Amputation of Arm and Hand

897-897.7 Traumatic Amputation of Leg

949-949.5 Burns

952-952.9 Spinal Cord Injury

Complications peculiar to certain specified conditions

V23 Supervision of High Risk Pregnancy

V42 – V58.9 Transplants, etc.

SERFF Tracking Number: MNNP-127967079

State: Arkansas

Filing Company: ReliaStar Life Insurance Company

State Tracking Number:

Company Tracking Number: STOP LOSS - FORMS

TOI: H12 Health - Excess/Stop Loss

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

Product Name: Stop Loss 2013

Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Application Comments: Included for approval on the Form Schedule.	Approved-Closed	06/13/2012
Satisfied - Item: Flesch Certification Comments: Attachment: AR Readability Cert.pdf	Approved-Closed	06/13/2012
Satisfied - Item: Actuarial Memorandum Comments: Attachment: AR ACTUARIAL MEMORANDUM 6-6-12.pdf	Approved-Closed	06/13/2012
Satisfied - Item: Variability Chart Comments: Attachment: Variablechart.pdf	Approved-Closed	06/13/2012

ReliaStar Life Insurance Company
Minneapolis, Minnesota

ARKANSAS COMPLIANCE CERTIFICATION

I certify to the best of my knowledge and belief that ReliaStar Life Insurance Company complies with all of the following:

Rule & Regulation 19 (Unfair Sex Discrimination in the Sale of Insurance)

Rule & Regulation 49 (Life and Health Insurance Guaranty Association Notices)

ACA 23-79-138 and Bulletin 15-2009 (Consumer Information Notice)

In regard to ACA 23-80-206 (Flesch Certification):

I certify that forms RL-SL-POL-2013, et al. have achieved a Flesch Reading Ease Score of (see below), and comply with the requirements of the Life and Disability Insurance Policy Language Simplification Act:

FORM	FORM NUMBER	SCORE
Excess Risk Policy	RL-SL-POL-2013	50.4
Excess Risk Application	RL-SL-APP-2013-AR	50.1
Excess Risk Schedule	RL-SL-SCH-2013	54.4
Disclosure Agreement	RL-SL-DISCLOSE-2013	50.3
<u>Endorsements:</u>		
Actively At Work	RL-SL-AAW-2013	61.1
Aggregating Individual Deductible	RL-SL-AID-2013	55.6
Individual Gapless Renewal	RL-SL-GAPLESS-2013	52.2
Individual Advanced Funding	RL-SL-IAF-2013	75.1
Individual Step-Down Deductible	RL-SL-STEP-2013	54.6
Individual Terminal Liability	RL-SL-TLIER-2013	73.2
Plan Mirroring Coordination	RL-SL-PM-2013	53.7
Renewal Rate Cap	RL-SL-RRC-2013	57.5
Aggregate Terminal Liability	RL-SL-TLAER-2013	79.6
Monthly Aggregate Reimbursement	RL-SL-MAR-2013	60.1



Judith K. Ginter
Vice President

June 8, 2012
Date

**ReliaStar Life Insurance Company
Minneapolis, Minnesota**

**ARKANSAS
STATEMENT OF VARIABILITY
Excess Risk Policy and all associated forms**

Excess Risk Policy form RL-SL-POL-2013
Excess Risk Application RL-SL-APP-2013-AR
Excess Risk Schedule RL-SL-SCH-2013
Endorsement: Individual Step-Down Deductible RL-SL-STEP-2013
Endorsement: Plan Mirroring RL-SL-PM-2013
Endorsement: Renewal Rate Cap RL-SL-RRC-2013

Bracketed text may be included or removed. You have our assurance that we will not add to or revise any included language without refiling.

When bracketed text is deleted, page numbering may be shifted.

Bracketed numbers and amounts indicate the range that could be used for those variables. Bracketed text includes all possible text that could be included.

Within lettered or numbered lists, the removal of an item or items from the list will cause the lettering or numbering to be adjusted.

All officer signatures are bracketed so that they may be changed in the future.

Other specific variables are defined in more detail below.

EXCESS RISK POLICY VARIABLES

COVER PAGE:

- Group Policy Number, Effective Date, Anniversary Date and Plan Sponsor: All Policy and Plan Sponsor data will be case-specific.
- The signed Disclosure Agreement: Standardly this would be included. It would only be removed at a later date if we were to accept a group and not require the Disclosure Agreement, in which case the reference would also be removed from the Entire Contract provision.
- Signed: would be removed in the event that We agreed to accept an unsigned Disclosure Agreement.
- State: Will be the actual state of issue.
- Date: Will be specific to each Plan Sponsor.
- Aggregate Excess Risk Insurance and Individual Excess Risk Insurance: One of the coverage types could be removed.

TABLE OF CONTENTS:

- Page numbering will be adjusted if/as needed.
- Aggregate Excess Risk Insurance and Individual Excess Risk Insurance: One of the coverage types could be removed.

ReliaStar Life Insurance Company Minneapolis, Minnesota

DEFINITIONS:

- **COVERED PERSON:** Bullet C would be removed if retirees are not covered under the Plan Sponsor's plan and punctuation would be corrected.
- **EXPERIMENTAL OR INVESTIGATIONAL:** This definition would be removed if the corresponding Exclusion F, Expenses which are Experimental or Investigational, is removed. If the definition is included:
 - "other than covered off-label drug use" will be standardly included. It would only be removed if there were a change in prescription drug protocols.
 - "or Medically Necessary" would be removed if the definition of Medically Necessary is inconsistent with the Employee Benefit Plan definition and/or if their Claim Administrator is considered to be a preferred Claim Administrator by Us and the Underwriter determines its removal is an acceptable risk.
- **FAMILY:** This definition would be removed if the line for Family Excess Risk Deductible on the Schedule is not included.
- **INDIVIDUAL EXCESS RISK ANNUAL MAXIMUM:** This definition would be removed if agreed to by both Us and the Plan Sponsor, or if/when the underlying Employee Benefit Plan is no longer allowed to impose an annual maximum due to upcoming Federal PPACA legislation.
- **INDIVIDUAL EXCESS RISK LIFETIME MAXIMUM:** This maximum will normally be unlimited, but the definition would be removed if agreed to by both Us and the Plan Sponsor and reference to it would also be removed from the Schedule and Application.
- **MEDICALLY NECESSARY:** This definition would standardly be included. However, it could either be entirely removed or items C, D, and/or E only could be removed if the Plan's approved Claim Administrator is considered to be a preferred Claim Administrator by Us and the Underwriter determines removal is an acceptable risk.

INDIVIDUAL EXCESS RISK INSURANCE:

- Our standard is to always include Individual Excess Risk Insurance. However, it could be removed by exception only and with the Underwriter's approval.
- Medically Necessary could be removed if agreed to by both Us and the Plan Sponsor.
- Last paragraph under **WHEN BENEFITS WILL BE PAID** would be removed if the group is not subject to the Family Excess Risk Deductible as indicated on the Schedule.

AGGREGATE EXCESS RISK INSURANCE:

- Entire provision would be removed if only Individual Excess Risk Insurance is included.
- Medically Necessary could be removed if agreed to by both Us and the Plan Sponsor.

EXCLUSIONS AND LIMITATIONS:

- Standardly all exclusions will be included. However, one or more could be removed if agreed to by both Us and the Plan Sponsor. However, no exclusions would be changed or added without refilling.
- Regarding exclusion C, the phrase "unless otherwise payable under the Reimbursement of Certain Fees provision" would be removed if the provision (under Miscellaneous Provisions) is removed.

MATERIAL CHANGE PROVISION:

- Name and address is variable in case either the name and/or address should change in the future.

ReliaStar Life Insurance Company Minneapolis, Minnesota

PREMIUM AND CLAIM PROVISIONS:

• REPORTING REQUIREMENTS:

- First paragraph: Your failure to provide prompt notice may result in an adjustment of any Individual Excess Risk benefits payable to You, if any, to reflect any savings We could have obtained had prompt notice been given: This paragraph will standardly be included and would only be removed with the Underwriter's approval based on the Claim Administrator's prior history with Us.
- Third paragraph would be removed if Aggregate Excess Risk Insurance is not included.

GENERAL PROVISIONS:

• ENTIRE CONTRACT:

- Item D will standardly be included. However, it could be removed in the event We agree to issue coverage without requiring the Disclosure Agreement.
- Item D, signed would be removed in the event that We agreed to accept an unsigned Disclosure Agreement.

MISCELLANEOUS PROVISIONS:

• REIMBURSEMENT OF CERTAIN FEES:

- The entire provision would standardly be included in its entirety in the initial contract, unless the Underwriter deems the risk to be unacceptable in which case it would not be included.
- If included, on renewal either the entire provision or one or more items (A – D) the Underwriter deems the risk to be unacceptable.

EXCESS RISK APPLICATION VARIABLES

INDIVIDUAL EXCESS RISK:

- Our standard is to always include Individual Excess Risk. However, by exception only, the entire provision could be removed if only Aggregate Excess Risk Insurance is included.
 - Individual Excess Risk Deductible or Family Excess Risk Deductible: Either one or the other line would be included, but normally not both.
 - MAXIMUM INDIVIDUAL BENEFIT section: Entire section would standardly be removed. However, one or more lines immediately below could be included if requested and agreed upon by both Us and the Plan Sponsor.
 - OPTIONAL ENDORSEMENTS: Entire section could be removed if no endorsements are offered or sold; or, any that are not offered or sold could be removed.
 - The Individual Gapless Renewal Endorsement will standardly only be available for groups with either a 12/15 or 12/18 Coverage Period, but we have added 12/24 as variable if an exception is made for a group with such a Contract Period.
 - You have our assurance that the last line, Other, would only be used if an additional Endorsement is filed and approved at a later date.

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AGGREGATE EXCESS RISK:

- The entire provision would be removed if only Individual Excess Risk Insurance is sold.
 - OPTIONAL ENDORSEMENTS: Entire section could be removed if no endorsements are offered or sold; or, any that are not offered or sold could be removed.
 - You have our assurance that the last line, Other, would only be used if an additional Endorsement is filed and approved at a later date.
 - “the Disclosure Agreement”, “and (in) the Disclosure Agreement”: Standardly included but would be removed if Underwriter agrees to accept a group without the Disclosure Agreement.

EXCESS RISK SCHEDULE VARIABLES

First paragraph: This paragraph will be removed for new groups but included upon renewal.

INDIVIDUAL EXCESS RISK:

- Our standard is to always include Individual Excess Risk. However, by exception only, the entire provision would be removed if only Aggregate Excess Risk Insurance is sold.
 - Individual Excess Risk Deductible or Family Excess Risk Deductible: Either one or the other line would be included, but normally not both.
 - MAXIMUM INDIVIDUAL BENEFIT section: Entire section would standardly be removed. However, one or more lines immediately below could be included if requested and agreed upon by both Us and the Plan Sponsor.
 - COVERAGE DESCRIPTION: The purpose of this section is to explain the basis for the group’s rate calculation and is dependent entirely on how each group is sold. Most often, rates are calculated as Composite, so box #1 (Composite) would be checked and completed. If rates are based both on Single and Family, box #2 would be checked and completed. Occasionally, a group will request a different method for its rate calculation (i.e., Employee, Employee + Spouse, Employee + Child, and Employee + Family) and in that case box #3 would be checked, filled in and completed.
 - OPTIONAL ENDORSEMENTS: Entire section could be removed if no endorsements are offered or sold; or, any that are not offered or sold could be removed.
 - The Individual Gapless Renewal Endorsement will standardly only be available for groups with either a 12/15 or 12/18 Coverage Period, but we have added 12/24 as variable if an exception is made for a group with such a Contract Period.
 - You have our assurance that the last line, Other, would only be used if an additional Endorsement is filed and approved at a later date.

AGGREGATE EXCESS RISK:

- The entire provision would be removed if only Individual Excess Risk Insurance is sold.
 - COVERAGE DESCRIPTION: The purpose of this section is to explain the basis for the group’s rate calculation and is dependent entirely on how each group is sold. Most often, rates are calculated as Composite, so box #1 (Composite) would be checked and completed. Occasionally, a group will request a different method for its rate calculation and in that case box #2 would be checked, filled in and completed.
 - OPTIONAL ENDORSEMENTS: Entire section could be removed if no endorsements are offered or sold; or, any that are not offered or sold could be removed.
 - The Terminal Liability rates will be shown using the same methodology as described above under COVERAGE DESCRIPTION.
 - You have our assurance that the last line, Other, would only be used if an additional Endorsement is filed and approved at a later date.

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- Domestic Claims Provision: This provision would be included for hospitals and health care facilities with networks; otherwise it would be removed. "Name of network" would be the applicable network's name.
- Health Conversion Charge: This line will be included or removed based on the Plan Sponsor's plan design.
- Actively at Work Requirement: We will standardly waive any Actively at Work requirement; this line would only appear on an exception basis if such requirement will not be waived and the Plan's actively at work requirements do not match those on the Actively At Work Endorsement. If included, the conditions would be described here.

EXCESS RISK ENDORSEMENT VARIABLES

INDIVIDUAL STEP-DOWN DEDUCTIBLE:

- kidney failure, cancer, or who needs a transplant: One or more of these options could be removed based on how the case was sold.
- First variable section would be removed if the Endorsement didn't apply to kidney failure.
- Second variable section would be removed if the Endorsement didn't apply to cancer.
- Third variable section would be removed if the Endorsement didn't apply to transplants.

PLAN MIRRORING COORDINATION: This endorsement will reflect the Underwriter's assessment of risk based upon the Claim Administrator's history with our company as well as the Plan Sponsor's plan design.

- Standardly, the Endorsement will be subject to Policy exclusions A, C, D, E and G, so exclusions B and F would be removed. The word "the" would also be removed.
- If the Endorsement is sold subject to a different combination of Policy exclusions, those will be included in the Endorsement instead, and the word "the" would be removed.
- If the Endorsement is subject to all Policy exclusions (A through G) then the word "the" would be included and all of the bracketed exclusions would be removed from this Endorsement.

RENEWAL RATE CAP:

- First paragraph: and the Aggregating Individual Deductible: This phrase will be removed if the Aggregating Individual Deductible is not elected. Item (ix) of bullet #B would be removed if the Individual Excess Risk Annual Maximum provision is not included in the Policy.
- Initial will be standardly included. It would only be removed if We agree to allow the Endorsement to run perpetually.
- Any subsequent Renewal Rate Cap beyond the initial two Contract Periods will be subject to approval by Us.: This sentence would only be used if We agree to allow the Endorsement to run perpetually (beyond the first two Contract Periods).