

**Sales Representative:** George Epl  
**Broker:** LOCKTON COMPANIES LLC  
**TPA:** Florida Blue

**Effective Date:** 10/01/2019  
**Through Date:** 09/30/2020

**Provider Network(s):** Florida Blue  
**Utilization Review Vendor(s):** Florida Blue

Specific: (Check one)	Lives	Current	<input type="checkbox"/> Renewal	<input type="checkbox"/> Option 1
Specific Deductible (per Covered Individual)		\$300,000	\$300,000	\$350,000
Policy Year Maximum Specific Benefit		Inforce	Unlimited	Unlimited
Lifetime Maximum Specific Benefit		Inforce	Unlimited	Unlimited
Covered Benefits		Med, Rx Card	Med, Rx Card	Med, Rx Card
<b>Specific Premium</b>				
Composite Rate	1,666	\$30.14	\$38.88	\$31.35
<b>Total Lives</b>	<b>1,666</b>			
Estimated Contract Specific Premium		\$602,559	\$777,289	\$626,749
Contract Aggregating Specific Loss Fund		\$100,000	\$100,000	\$100,000
Contract Basis		60/12	72/12	72/12
Commission		0.00%	0.00%	0.00%
<b>Aggregate: (Include? <input type="checkbox"/> Yes <input type="checkbox"/> No)</b>				
Covered Benefits		Med, Rx Card	Med, Rx Card	Med, Rx Card
Policy Year Maximum		\$1,000,000	\$1,000,000	\$1,000,000
<b>Aggregate Factors</b>				
Composite Med & Rx Card Factor	1,666	\$1,165.75	\$1,334.80	\$1,342.81
Estimated Contract Attachment Point	<b>1,666</b>	\$23,305,674	\$26,685,322	\$26,845,458
Estimated Contract Minimum Attachment Point (100%)		\$23,305,674	\$26,685,322	\$26,845,458
Aggregate Corridor		125%	125%	125%
Contract Basis		60/12	72/12	72/12
<b>Aggregate Premium</b>				
Composite Rate	1,666	\$1.63	\$1.82	\$1.87
Estimated Contract Aggregate Premium	<b>1,666</b>	\$32,587	\$36,385	\$37,385
Commission		0.00%	0.00%	0.00%
<b>Total Combined Estimated Contract Premium</b>		<b>\$635,146</b>	<b>\$813,674</b>	<b>\$664,134</b>

**Note:** This proposal is not complete unless accompanied by the proposal notes and the basis of offer noted on the following pages.

**Individual Special Requirements:**

**PROPOSAL NOTES**

- The rates and factors in this proposal are firm. Please provide a signed proposal.
- Large claim data must be submitted for any claims that are at or have the likelihood to exceed 50% of the group specific deductible. Large claim data must include: age, sex, diagnosis, prognosis, treatment plan, case management notes (if applicable), Pre-Cert and paid/pended claims.
- The Estimated Contract Attachment Point includes the Aggregate Corridor level as shown. To determine Estimated Expected Claims, you may divide the Attachment Point or Attachment factors by the corridor level.
- The specific rates in this proposal are based on an aggregating specific arrangement. Total Specific Liability includes estimated contract specific premium and the aggregating specific fund.
- Human Organ Transplant benefits are payable in accordance with the underlying plan and are subject to the proposed Lifetime Maximum Specific Benefit offered within this proposal.
- This proposal includes a 50% rate cap on the Specific Premium Rate at the renewal of your stop loss policy. If applicable, this increase will also apply to the Aggregating Specific Loss Fund. The rate cap does not apply to Material Changes, including but not limited to the following: underlying plan document, our stop loss contract provisions, PPO network or TPA, and the rates may be further adjusted by such changes. The rate cap rider applies to this policy term only. It may be offered at subsequent stop loss policy renewals at the discretion of Underwriting.

**PROPOSAL ACCEPTANCE**

Leave of Absence (LOA) Policy for eligible employees is: \_\_\_\_\_ Days or \_\_\_\_\_ Weeks or \_\_\_\_\_ Other and it is to be applied once per plan year per member and only after FMLA allowance is exhausted. Leave Of Absence allowance need not be used in consecutive days, but total time not actively at work during the plan year as a whole must not exceed the above outlined allowance plus the 90 day FMLA allowance.

In the absence of Leave of Absence language in the group plan document, the above will be considered as the LOA policy as it relates to Stop Loss Eligibility and continuation of coverage only. Any subsequent changes must be approved by Florida Blue at least 30 days in advance of the effective date of the change. Failure to notify Florida Blue of your company’s policy changes for Leave of Absence may result in a possible Stop Loss claim denial. Upon exhaustion of LOA benefits as described above, to continue Stop Loss eligibility members must be offered COBRA as outlined in the “Continuation of Coverage Under Cobra” section in your Group Benefit Book. All other eligibility requirements beyond the LOA allowance described here are outlined in the Group Benefit Book and apply to the Stop Loss in their entirety.

Please acknowledge acceptance of the terms in this proposal by signing and returning by 08/24/2019 (no signed proposal will be accepted after the effective date). Please also indicate which option is chosen and whether Aggregate is to be included, by checking the appropriate boxes on the previous page. Failure to remit the signed agreement within the same period will result in updated large claim disclosure (and claims) being required for our review. All payments after the effective date of this policy, found on the previous page, must use the rates selected. Any deviation from the rates specified could result in an underpayment leading to a possible policy cancellation.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Accepted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**Sales Representative:**  
**Broker:** LOCKTON COMPANIES LLC  
**TPA:** Florida Blue

**Effective Date:** 10/01/2019  
**Through Date:** 09/30/2020

**Provider Network(s):** Florida Blue  
**Utilization Review Vendor(s):** Florida Blue

Specific: (Check one)	Lives	<input type="checkbox"/> Option 2	<input type="checkbox"/> Option 3
Specific Deductible (per Covered Individual)		\$400,000	\$425,000
Policy Year Maximum Specific Benefit		Unlimited	Unlimited
Lifetime Maximum Specific Benefit		Unlimited	Unlimited
Covered Benefits		Med, Rx Card	Med, Rx Card
<b>Specific Premium</b>			
Composite Rate	1,666	\$25.61	\$22.99
<b>Total Lives</b>	<b>1,666</b>		
Estimated Contract Specific Premium		\$511,995	\$459,616
Contract Aggregating Specific Loss Fund		\$100,000	\$100,000
Contract Basis		72/12	72/12
Commission		0.00%	0.00%

Aggregate: (Include? <input type="checkbox"/> Yes <input type="checkbox"/> No)			
Covered Benefits		Med, Rx Card	Med, Rx Card
Policy Year Maximum		\$1,000,000	\$1,000,000
<b>Aggregate Factors</b>			
Composite Med & Rx Card Factor	1,666	\$1,348.15	\$1,350.82
Estimated Contract Attachment Point	<b>1,666</b>	\$26,952,215	\$27,005,593
Estimated Contract Minimum Attachment Point (100%)		\$26,952,215	\$27,005,593
Aggregate Corridor		125%	125%
Contract Basis		72/12	72/12
<b>Aggregate Premium</b>			
Composite Rate	1,666	\$1.92	\$1.94
Estimated Contract Aggregate Premium	<b>1,666</b>	\$38,385	\$38,784
Commission		0.00%	0.00%
<b>Total Combined Estimated Contract Premium</b>		<b>\$550,380</b>	<b>\$498,401</b>

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**Individual Special Requirements:**

**PROPOSAL NOTES (For Option 2 - 3)**

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Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Accepted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

initials: \_\_\_\_\_ date: \_\_\_\_\_

## **BASIS OF OFFER**

### **Assumptions**

- Aggregate coverage is only available when purchased with Specific coverage.
- This proposal is subject to revision if there is a change in effective or renewal dates, or a change in the plan of benefits.
- This proposal is based on the utilization of the Provider Network(s) and the Utilization Review Vendor(s) listed on this proposal.
- This proposal assumes a minimum participation level of 75% applies for all eligible enrollees under a contributory plan, and 100% under a non-contributory plan.
- This proposal assumes the plan of benefits includes a pre-certification, utilization review and large case management program.
- This proposal is based on a description of the employee benefit plan(s) provided and approved by Florida Blue, employee and dependent census data, plus any other information relevant to the underwriting risk. If any of the information was incorrect or changes the risk involved, the rates and factors will be modified, and the specific and aggregate claims will be adjusted accordingly.
- Surcharges (including the bad debt and charity surcharge portion of the New York Reform Act applicable to services are rendered in New York State), pool charges, and/or covered lives assessments may be covered under the stop loss policy if such charges are considered a claim cost. Florida Blue is not responsible for the filing, and/or payment of any assessment for which Florida Blue is not directly liable including but not limited to the New Hampshire Vaccine Assessment as modified by NH HB 664.
- All standard Policy provisions apply. The laws of the state where the policy is issued will apply. Certain exclusions and limitations may apply.
- Retirees are included in the stop loss coverage.
- This proposal will expire on the proposed effective date.
- The dollar value of the minimum attachment point shown above is representative. The actual value of the minimum attachment point will be calculated according to the terms of the stop loss policy.
- Unless otherwise limited or excluded by the stop loss policy or under the Individual Special Requirements, eligible claim expenses under the stop loss policy will follow the covered underlying plan, up to the proposed Specific Benefit Maximum.
- The Agent is properly licensed and appointed by Florida Blue.
- The initial rates are guaranteed for the proposed policy period unless otherwise noted.
- There are not more than 15% COBRA participants.

### **Qualifications**

- Any stop loss insurance requested and requested effective date of that coverage must be approved by us under our current rules and practices.
- Both the premium rates and the aggregate factors are subject to change should the number of employees change by 10% or more, either in total and/or by single/family mix.
- If the descriptions of the benefits or plan provisions differ from what was initially utilized to underwrite the risk, an updated Plan Document or other acceptable plan description is required within 30 days of the proposed effective date, and the premium rates and aggregate factors may be subject to re-rating, retro-active to the effective date.
- Quote assumes the Plan Document will include traditional industry provisions and definitions including, but not limited to the following: eligibility, HIPAA, termination provisions, extension for leave of absence or disability, FMLA, subrogation, transplants, COB, exclusions for job related injuries, experimental and cosmetic treatment, usual and customary charges, war, not medically necessary, traveling outside of the U.S. solely for the purpose of receiving medical care. In the event that a Plan Document is not available within 30 days from the proposed effective date, we reserve the right to issue the Policy assuming standard exclusions will apply.
- HIPAA Privacy rules permit the release of Protected Health Information (PHI) for the purpose of evaluating and accepting risk associated with the Plan Sponsor as part of "Health care operations". Florida Blue will use this information solely for the purpose of evaluating and accepting the risk and will not disclose any PHI collected except to perform this risk evaluation.

Coverage is underwritten by Florida Blue, Jacksonville, FL and is administered by HM Life Insurance Company, Pittsburgh, PA. HM Life Insurance Company is an independent company providing only administrative services.

- The rates and factors in this proposal are based on the disclosure of all individuals considered a special enrollee due to having previously satisfied the plan's lifetime maximum. Written acceptance by Florida Blue must be acknowledged before terms of coverage for such individuals are included under Florida Blue's stop loss policy.
- Any stop loss policy issued by us may be rescinded or re-underwritten if any information requested in connection with this proposal was intentionally concealed or misrepresented by or on behalf of the Applicant and/or the Applicant's Agent, or if the Applicant and/or the Applicant's Agent commits fraud.
- As used above: An "Agent" is the Applicant's representative, including but not limited to, the agent, producer or broker of record, or Claims Administrator. The "Applicant" is the entity, or that entity's authorized representative, that has contracted with us to provide stop loss coverage. A "Claims Administrator" is a third party administrator (TPA) designated by the Applicant and approved by us. "Claim Information" consists of Complete Details of the data requested by us in connection with this proposal following a Diligent Review; such information includes but is not limited to Known or potential catastrophic claims, large claims and/or shock losses. "Complete Details" includes the name, social security number (or unique identifier), date of birth, diagnosis, prognosis (unless prognosis cannot be obtained due to reasons beyond your or your Claims Administrator's control) of the plan's participants and the name of the provider providing treatment to any such participant covered by or eligible for coverage. A "Diligent Review" consists of a complete review by you, and/or your Claims Administrator and/or your Agent prior to the date Known or potential catastrophic claims, large claims and/or shock losses are requested by us in connection with this proposal. "Disclosure" consists of Complete Details and any other documentation requested by us in connection with this proposal following a Diligent Review including but not limited to census information and Claim Information. We consider information in connection with this proposal "Known" if, prior to the date or dates we request such information (including but not limited to Disclosure and Claim Information) a reasonable person can assume that you, and/or your Claims Administrator and/or your Agent had knowledge of any information that affects or may affect the administration or underwriting of any coverage issued following acceptance of coverage by us.