STOP LOSS INSURANCE POLICY

ConnectiCare Insurance Company, Inc.

(Herein called CICI)
175 Scott Swamp Road
Farmington, Connecticut 06032

This Policy is made by and between ConnectiCare Insurance Company, Inc. (CICI) and

Policyholder EXAMPLE EMPLOYER

Policy number:	XXXXXXX
Policy effective date:	XX/01/2024
State of issuance:	Connecticut
Date of issuance:	XX/XX/2024

Welcome to ConnectiCare®. This is your stop loss Policy, including the *Stop Loss Application And Schedule Of Insurance*. This Policy replaces any stop loss Policies previously provided and may have riders or amendments added that alter the coverage.

Throughout the Policy:

- "You" and "your" mean the Policyholder.
- "Us," "we," and "our" mean CICI.
- Words in Title Case are defined in the "Definitions" section.

This Policy is underwritten by CICI and governed by applicable federal law and the laws of the state of issuance shown above.

The Policy is issued based on the Policyholder's signed *Stop Loss Application And Schedule Of Insurance*, the *Disclosure Statement*, if required, and premium payments made in compliance with the terms stated in this Policy. In return, CICI agrees to pay the Policyholder for Eligible Claim Expenses for benefits covered by the self-insured Plan(s) and exceeding the Stop loss coverage amounts, in accordance with the *Stop Loss Application And Schedule Of Insurance*, terms, and conditions of the Policy.

All periods of coverage begin at 12:00 a.m. and end at 11:59 p.m. local time for the principal location of the Policyholder.

Signed at CICI's home office, 175 Scott Swamp Road, Farmington, CT. 06032.

ConnectiCare Signature

President

Form Number: CICI/Stop Loss 01 (6/2019)

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THE POLICY – SECTION

THE ENTIRE POLICY

This stop loss Policy is non-participating. It consists of the following documents:

- Your signed *Stop Loss Application And Schedule Of Insurance*.
- A signed *Disclosure Statement*, if required.
- This Policy.
- Any riders or amendments to the Policy.
- A copy of the self-insured Plan document(s) for each benefit Plan covered by this Policy.

A non-participating Policy is one that you do not share (do not participate) in any surplus earnings or profit made by us. A participating Policy is one that you share (participate) in any surplus earnings or profit made by us.

Your Stop Loss Application And Schedule Of Insurance

We relied on your answers to all questions in the process to request coverage when we issued the Policy to you. It is your responsibility to make sure the *Stop Loss Application And Schedule Of Insurance* is accurate and complete. It is important that you notify us immediately of any mistakes that you find in your *Stop Loss Application And Schedule Of Insurance*.

By applying for coverage under this Policy and accepting its benefits, you (or the person acting for you):

- Represent that all information in your *Stop Loss Application And Schedule Of Insurance* and statements given to us as part of your process to request coverage under this Policy are true, correct and complete, to the best of your knowledge and belief.
- Agree to all terms, conditions and provisions of the Policy.

If we learn that you, your Agent, or a Covered Person defrauded us or misrepresented or omitted material facts when providing us information in the *Stop Loss Application And Schedule Of Insurance*, *Disclosure Statement*, application process, or submission requesting coverage, we may cancel the Policy. We may also report fraud to criminal authorities. See the "Fraud, Deception, Or Misrepresentation" section of this Policy for more information.

Effective Date

Coverage under this Policy is not effective until:

- We have received, examined, and accepted your Plan document(s) and all other information relevant to underwriting or premium rating, whether or not specifically requested.
- We have received, examined, and accepted your signed *Disclosure Statement*, if applicable.
- We have received the signed *Stop Loss Application And Schedule Of Insurance*.
- We have received your first premium payment.

Conformity With Law

In the event of a conflict or apparent conflict between or among the terms and provisions of this Policy and applicable laws of the state of issuance or federal law, the provisions in this Policy will be given their broadest interpretation in order to reconcile the conflict or apparent conflict. If an interpretation is not possible and any provision in this Policy conflicts with any applicable law of the state of issuance or federal law, the provision is amended to conform to the minimum requirements of the law.

Severability

Any provision or condition of this Policy deemed void, voidable, invalid, or otherwise unenforceable does not make any of the remaining provisions of this Policy invalid.

Incontestability

We can take legal or other action, using statements made in signed applications, disclosures, or other documents by you, your Agent, or any Covered Person, during the first two years after the Policy Effective Date.

The validity of this Policy will not be contested, except for non-payment of premium, after it has been in force for two years from the Policy Effective Date.

Policy Changes

Modifications

This Policy may be changed in whole or in part. Any change will be valid upon approval, in writing, by an officer of CICI's. The approved change must be endorsed and made part of this Policy. No other person or entity has the authority to alter this Policy in any manner.

When your consent is needed, payment of premium by the Effective Date of any change will be considered as your consent.

Waiver

Only an officer of CICI's may waive a requirement of the Policy. No waiver will be valid unless it is endorsed and made a part of the Policy.

We may fail to implement or enforce compliance with a provision of the Policy at any given time or under any circumstance. Our failure to do so is not a waiver of our right to implement or enforce compliance with that provision at any other time or under the same or different circumstances.

Right To Recalculate

CICI has the right to recalculate premium rates and stop loss factors for each Policy Renewal Date.

CICI also reserves the right to change the premium rate or any Aggregate Stop Loss Factor as of the date of any change to the underlying assumptions or information that impacts the risk assumed for the insurance we are providing under the Policy or if the change affects the initial underlying assumptions made, as of the Effective Date of coverage. Changes include, but are not limited to:

- Any change of +/- [10%] in Employees or Covered Units.
- Any change to the Plan document(s) that will change the risk assumed under this Policy.
- Any change to this Policy.
- Any addition or deletion of a unit, division, subsidiary, affiliated or associated company from this Policy.
- Any change in federal or state law or regulation that impacts this Policy or the coverage provided.
- Any change impacting the risk we have assumed, including but not limited to: age, gender, geography, occupation, incorrect or incomplete information provided in the *Disclosure Statement*, etc., that we determine impacts the nature of the risk by more than 10%.
- Any change in Claims Administrator, provider network or cost containment vendor, provided we have consented to the change in writing.
- Any change in the Claims Administrator's claim payment system or payment practices that causes a variation of +/- 5% versus the most recent 12-month average of claims processing time.

Any failure by CICI to adjust any premium rate or stop loss factor during a Policy Period will not prohibit us from making an adjustment during any subsequent Policy Period.

Changes To The Plan

This section is applicable if CICI is not your Claims Administrator, network provider, or cost containment vendor for any Covered Benefit. CICI has the right to approve any change to the Plan if the change impacts the Eligible Claim Expenses or assumptions under this Policy.

You must notify us promptly, in writing, at least 30 days before the Effective Date of any plan change or change in Claims Administrator, provider network, or cost containment vendor. CICI's prior written agreement is required before the coverage under the Policy will apply to the changes. Otherwise, benefits under the Policy will be paid based on the Plan as it existed when last approved by CICI, and CICI reserves the right to terminate the Policy upon discovery of such change.

Fraud, Deception, Or Misrepresentation

CICI pursues all appropriate and available legal remedies in the event of insurance fraud.

The decision to issue this Policy to you, as well as the premium rates and any stop loss factors associated with it, are based on information provided by you, a Covered Person, your Agent, or Claims Administrator. If we learn that you or anyone acting on your behalf defrauded us or misrepresented or omitted material facts that we relied upon in the decision to issue this Policy at the coverage levels and premium rates identified in this Policy, we reserve the right to take actions that can have serious consequences for your coverage. Any behaviors on your part include, but are not limited to:

- Filing a false claim.
- Providing false, incomplete, or misleading information during the underwriting process.

Potential serious consequences include, but are not limited to:

- Denial of claims.
- Recalculation of premium rates or redetermination of the terms and conditions of this Policy.
- Termination of this Policy, including retroactively back to its Effective Date.
- Recovery of amounts we have already paid.
- Prosecution to the full extent under state and federal law.

Bankruptcy

Other than the liability required by this Policy, we are not liable to you, your Plan, or your Claims Administrator for:

- Bankruptcy.
- Insolvency.
- Financial impairment.
- Receivership.
- Voluntary plan of arrangement with creditors.
- Your dissolution or the dissolution of your designated Claims Administrator(s) and/or vendor(s).

Your insolvency will not make CICI liable to your creditors, including Covered Persons under the Plan. In the event of your insolvency or bankruptcy, subject to the terms and conditions of this Policy, we may pay to your receiver, trustee, liquidator or legal successor amounts otherwise payable to you under this Policy. We will make payments only if you have paid all required premiums and have complied with your obligations under this Policy. Nothing in this section increases our liability beyond what would have existed had you not become insolvent or bankrupt.

WHAT IS COVERED - SECTION

CICI will reimburse you for Eligible Claim Expenses paid under the Plan and according to the coverage levels and features indicated in the *Stop Loss Application And Schedule Of Insurance* and the terms and conditions of this Policy.

Individual Stop Loss

If the *Stop Loss Application And Schedule Of Insurance* indicates an Individual Stop Loss Amount is included under this Policy, we will pay you the amount that a Covered Person's total Eligible Claim Expenses exceed the Individual Stop Loss Amount during the Policy Period, adjusted for any Contract Type, if applicable. The amount payable will also be adjusted by any applicable individual coinsurance percentage, Family Individual Stop Loss Amount, or aggregating specific stop loss amount. The total amount payable is also subject to any Individual Lifetime Stop Loss Payment Amount, as indicated on the *Stop Loss Application And Schedule Of Insurance*.

If the *Stop Loss Application And Schedule Of Insurance* indicates an COE Transplant Stop Loss Amount is included under this Policy, we will pay you the amount that a Covered Person's total Eligible Claim Expenses exceed the COE Transplant Stop Loss Amount during the Policy Period, adjusted for any Contract Type, if applicable. The amount payable will also be adjusted by any individual coinsurance percentage, Family Individual Stop Loss Amount or aggregating specific stop loss amount. The total amount payable is also subject to any Maximum Annual Individual Stop Loss Payment Amount or Individual Lifetime Stop Loss Payment Amount, as indicated on the *Stop Loss Application And Schedule Of Insurance*.

A High-Risk Individual Stop Loss Amount may be assigned to any High Risk Covered Person during the underwriting process for any Policy Period, in accordance with the terms and provisions of this Policy and as indicated in the *Stop Loss Application And Schedule Of Insurance*.

If individual stop loss coverage terminates before the end of the Policy Period, the Individual Stop Loss Amount will not be reduced.

Individual Coinsurance Percentage

Once the Individual Stop Loss Amount or COE transplant Stop Loss Amount is met for a Covered Person, we will pay you the percentage of Eligible Claim Expenses as indicated on the *Stop Loss Application And Schedule Of Insurance*.

AGGREGATING SPECIFIC AMOUNT

As indicated on the *Stop Loss Application And Schedule Of Insurance*, the aggregating specific amount is an optional stop loss feature that adds to your liability by providing a second amount (the aggregating specific amount) that must be met before Eligible Claims Expenses are reimbursed under individual stop loss coverage. Eligible Claim Expenses in excess of the Individual Stop Loss Amount for any Covered Person are added together until the cumulative total equals the aggregating specific amount. Once the aggregating specific amount is met, whether by one or multiple Covered Persons, it is considered satisfied for the Policy Period.

When you elect this feature, we will not pay an individual stop loss benefit until you have also met the aggregating specific stop loss amount. Eligible Claim Expenses used to satisfy the aggregating specific Stop Loss amount will apply toward the Aggregate Stop Loss Corridor.

AGGREGATE STOP LOSS

If the *Stop Loss Application And Schedule Of Insurance* indicates aggregate stop loss is included under this Policy, we will pay you the amount that total Eligible Claim Expenses exceed the Aggregate Stop Loss Corridor during the Policy Period adjusted for any Contract Type, if applicable. The amount payable will be reduced by any Eligible Claim Expenses exceeding any:

- Individual stop loss amount.
- COE Transplant Stop Loss Amount.
- High Risk Individual Stop Loss Amount.
- Individual Internal Limit.
- Other provision of this Policy, as applicable.

The total amount payable is also subject to the Minimum Aggregate Stop Loss Amount, as indicated on the *Stop Loss Application And Schedule of Insurance*.

Stop Loss Reimbursements

CICI will make Stop Loss reimbursements due under the terms of this Policy and according to the Contract Type indicated on the *Stop Loss Application And Schedule Of Insurance*. If CICI is not your Claims Administrator, we will reimburse you after satisfactory proof of loss is submitted by you or your Claims Administrator, according to the conditions and provisions of this Policy.

CICI has the right to deduct any due but unpaid premium that would otherwise be payable by you from any stop loss reimbursement. This right will not prevent the termination of this Policy for non-payment of premium in accordance with the "Termination" section of this Policy.

Any Eligible Claim Expense that is reimbursable under this Policy due to exceeding the individual, aggregate, or any other stop loss amounts, and that is also funded as a reimbursable Eligible Claim Expense under another stop loss policy:

- Is not eligible for reimbursement under this Policy.
- Must be repaid to us if we previously reimbursed it.

Terminal Reserve Option

Benefits

Unless the Policy terminates for non-payment of premium, the terminal reserve option will be effective on the date your Policy terminates. We will insure you for Eligible Claim Expenses:

- In excess of the applicable Aggregate Stop Loss Amounts and Individual Stop Loss Amounts for expenses Incurred under the Plan by Covered Persons during the Policy Period immediately prior to termination of the Policy.
- Paid during the 48-month period following termination of the policy. This period following termination when we will pay benefits is referred to as the terminal reserve period.

Special Provisions

The terminal reserve option will apply only if CICI continues to administer run-out claims for the Plan during the Run-Out Period.

Under the terminal reserve option:

- The Eligible Claim Expenses will continue to accrue towards the Individual Stop Loss Amount during the 48-month period following termination of the Policy.
- The Aggregate Stop Loss Corridor will be increased to include an additional amount to cover the terminal reserve period as follows:
  - ♦ For the first Policy Period, the amount of this increase will be calculated as the sum of each month's Employee or Covered Unit count, multiplied by the terminal reserve stop loss factor(s), as indicated on the *Stop Loss Application And Schedule Of Insurance*.
  - ♦ For all other Policy Periods, the amount of this increase will be calculated as the product of each month's Employee or Covered Unit count, multiplied by the terminal reserve stop loss factor(s) in effect during the Policy Period that the termination occurs, plus the amount of the aggregate terminal reserve fund for the prior Policy Period(s).
- In the first Policy Period, the terminal reserve stop loss factor is the expected Eligible Claim Expenses, less any expected reimbursement under the Individual Stop Loss Amount for the 48-month Run-Out Period, multiplied by the Aggregate Stop Loss Factor, divided by the expected number of Employees or Covered Units at the beginning of the Policy Period, divided by the number of months in the Policy Period. After the first Policy Period, it will be based on the amount of the increase to the aggregate terminal reserve fund, divided by the expected number of Employees or Covered Units at the beginning of the Policy Period, divided by the number of months in the Policy Period.
- No additional premium is due upon termination of the Policy. Premium rate(s) for the first Policy Period include additional premium for the 48-month terminal reserve period, referred to as the aggregate terminal reserve fund. The aggregate terminal reserve fund is used to pay Eligible Claim Expenses during the 48-month period following termination. It is the expected Eligible Claim Expenses for the 48-month Run-Out Period following termination of the Policy times the Aggregate Stop Loss Factor. The amount needed to fund future run-out claims will be calculated annually.
- Any increase in the amount needed to supplement the terminal reserve fund will be identified in any annual Policy renewal. If an increase in the amount of terminal reserve premium is required for a subsequent Policy Period, the amount will be reflected in the premium rate(s) at any Policy renewal, if a renewal is offered by us.

WHAT IS NOT COVERED - SECTION

This section outlines what is not covered as an Eligible Claim Expense under this Policy.

EXCLUSIONS RELATED TO ELIGIBILITY AND ENROLLMENT

- Expenses paid for an Employee, Covered Unit, and any associated dependents that did not enroll according to the terms of the Plan until they are enrolled in accordance with the terms of the Plan.
- Expenses Incurred by any individual who is not a Covered Person under the Plan when the expense is Incurred.
- Expenses paid for Covered Persons of a unit, division, subsidiary, affiliate, or associate company added after the Effective Date of this Policy unless approved in writing by us prior to their Effective Date of coverage under the Plan.
- Expenses paid under the Plan for your covered retirees and associated dependents as indicated on the *Stop Loss Application And Schedule Of Insurance*.
- Expenses paid for a Covered Person following termination of coverage under the Plan for any class, unit, or division of participants that includes the Covered Person and any associated dependents.
- Expenses Incurred by a late Consolidated Omnibus Budget Reconciliation Act (COBRA) enrollee. Except for a clerical error as described in the "General Provisions" section of this Policy, the Policy will exclude any claim expenses for a Covered Person whose eligibility for, or coverage under, COBRA is continued beyond the timeframes specified by federal law for any reason including your clerical error. This exclusion includes those individuals who:
  - ♦ Do not receive a valid COBRA extension offer from you, in accordance with federal law, within the 30 days immediately following a COBRA qualifying event
  - ♦ Fail to make a valid, signed COBRA election within the 60 days immediately following the receipt of COBRA election rights from you
  - ♦ Fail to make COBRA premium payments within the time period specified by federal law.

  We may require written documentation that these requirements have been satisfied.

EXCLUSIONS RELATED TO PLAN ADMINISTRATION

- Costs related to the administration of the Plan including, but not limited to:
  - ♦ Claim payment functions
  - ♦ Cost containment administrative fees
  - ♦ Large case management
  - ♦ Audit
  - ♦ Negotiation
  - ♦ PPO access fees
  - ♦ Premium functions
  - ♦ Claim review
  - ♦ Consultant fees
- Costs associated with extra-contractual damages, compensatory damages or punitive damages assessed against you.
- Legal expenses, court costs, or interest upon judgments.

- [Expenses for taxes, fees, assessments and surcharges that may be assessed on claims under the Plan by any government body. This exclusion does not apply to the MA Uncompensated Care Pool, Minnesota Care Provider Tax, or New York Health Care Reform Act surcharges unless the surcharge relates to excess or punitive payments made on behalf of you to fund indigent care and graduate medical education solely as a result of your decision not to pay directly into the pool.]

EXCLUSIONS RELATED TO CLAIM ADMINISTRATION

- Expenses paid by you or the Claims Administrator that are Incurred prior to the Effective Date of this Policy unless otherwise indicated in the *Stop Loss Application And Schedule Of Insurance*.
- Expenses resulting from treatment provided outside the United States, and any service or treatment resulting from related complications, unless approved by us in writing before the service is provided.
- Expenses paid at your direction but that we determine are not payable under the Plan, in accordance with our current established claim practices.
- [Incentive payments, care coordinator payments, risk share payments, and other non-fee-for-service payments paid or received in connection with an agreement with an accountable care or similar provider organization.
- Eligible Claim Expenses not submitted to us within six months after the end of the Policy Period. If the *Stop Loss Application And Schedule Of Insurance* indicates coverage under a terminal liability period, terminal reserve period, or Run-Out Period associated with a specific Contract Type, the six-month submission period will begin at the end of these periods.
- Expenses for claims not submitted to the Claims Administrator within 12-months of the date Incurred.
- Expenses for benefits that are reimbursable under any under workers' compensation or a similar program under local, state, or federal law for any illness or injury related to employment or self-employment, even if the Covered Person fails to claim rights to those benefits.

General Exclusions

- If you have valid and collectible insurance, reinsurance, indemnity, or any reimbursement agreements covering Eligible Claim Expenses in excess of individual, aggregate, or aggregating specific amounts also covered by this Policy, this Policy is in excess of and will not contribute with the other insurance, reinsurance or indemnity.
- Expenses paid for any benefits not indicated on the Stop Loss Application And Schedule Of Insurance as Covered Benefits under any applicable Individual Stop Loss Amount or Aggregate Stop Loss Corridor.
- Expenses not Incurred or paid within the Contract Type as indicated in the Stop Loss Application And Schedule Of Insurance.
- Expenses paid according to changes or an amendment to the Plan not agreed to in writing by us.
- Expenses not specifically covered under the terms of the Plan.
- Expenses for any other benefits that you and we mutually agree will not be subject to the stop loss insurance as indicated in this Policy.
- Eligible Claims Expenses paid or benefits that were originally denied by the Claims Administrator and are adjusted by the Claims Administrator more than two years after the original coverage determination date are not eligible for coverage under the Policy.
- Expenses for a Covered Person if the Covered Person's medical conditions or claim information was not disclosed to us as part of the underwriting of this Policy or upon request.
- Any expense that is determined to be fraudulent.

PREMIUM - SECTION

Premium – Rates

The **policy period's** monthly premium rate is indicated in the *Stop Loss Application And Schedule Of Insurance.*

Premium Due – Calculation

Premium:

- Will be calculated and payable on a monthly basis or any other basis you and we mutually agree upon.
- Is based on the premium rate indicated in the Stop Loss Application And Schedule Of Insurance and the number of Employees or Covered Units covered at the time the invoice is prepared.
- May be adjusted due to factors outlined in the Right to recalculate section.

Premium Due – How Billed And Paid

We may bill you electronically and you may pay premium due to us electronically. If you are not billed electronically, you must send your premium to us at the address shown on the invoice on or before the Premium Due Date.

Payment occurs when we receive sufficient funds. A check does not constitute payment until it is honored by a bank. We may return a check issued against insufficient funds without making a second deposit attempt. We may accept a partial payment of premium without waiving our right to collect the entire amount due. Premium payments will be credited first to any past due and unpaid premium, in the order it is due.

We may choose not to accept premium that is paid for you by someone else unless we are required to by law.

If the total actual premium due (determined at the financial accounting) is less than the amount of premium paid, the difference will be paid to you at the time the accounting is provided to you. If the total actual premium due exceeds the amount paid, you must pay us the difference within 30 days of the date the accounting is provided to you.

Premium – When Due

Premium is due on the Premium Due Date.

You will pay all premium payments in U.S. dollars no later than the Premium Due Date. If we have not received premium due by the due date, the Policy will automatically terminate without further notice to you and all rights to benefits under this Policy will end. Premiums will be due for any period the Policy was in force. Refer to the "Termination" section of this Policy.

Premium – Insufficient Funds And Overdue Amounts

A service charge may be assessed when there are insufficient funds to pay premium due.

If you do not pay your premium on time, we may charge you interest in the amount of [12%] per annum on the amount that is overdue. Overdue premium includes amounts not paid by the Premium Due Date. We may also recover from you the costs of collecting any unpaid premium, including reasonable attorney fees and costs of suit.

CICI will reduce any payment due to you under this Policy by:

- The amount of any premiums due and unpaid.
- Any overpayments or other reimbursements made in error if incorrect information is received.
- Any other amounts due to us.

TERMINATION - SECTION

Automatic Termination

This Policy will terminate if:

- You have not paid us all premiums due. The Policy and all coverage will automatically terminate on the last day of the period that premiums have been paid.

- The Plan terminates. This Policy will automatically terminate on the same date and time that the Plan terminates.

TERMINATION BY THE POLICYHOLDER

You may terminate coverage under this Policy effective on any Premium Due Date by providing us at least [30 days] advance written notice. The Policy may also be terminated on any other date you and we agree to.

TERMINATION BY CICI

We may terminate the Policy and all coverage it provides under the following conditions:

- If you, your Agent, or a Covered Person perform any act or practice that constitutes fraud or if you, your Agent, or a Covered Person make any misrepresentation of, or any omission of, a material fact relevant to the coverage, we may cancel the Policy and all coverage it provides, either prospectively or retroactively to the date the fraudulent event occurred or back to the Effective Date if the event occurred prior to the Effective Date. See the "Fraud, Deception, Or Misrepresentation" section.
- If a Claims Administrator, network provider, or vendor is added, canceled, or changed without our prior written consent, we may terminate the Policy as of the date of the change in Claims Administrator, network provider, or vendor.
- If the Plan is changed and we have not agreed in advance and in writing to continue the Policy, we may terminate the Policy as of the date and time the Plan change is effective.
- If you fail to pay claims under the plan or make available funds to pay claims as required by the Plan, we may terminate the Policy as of the first day that you failed to fund claims.
- If you fail to meet the underwriting requirements we have established in our current underwriting guidelines, including any applicable participation or contribution requirements, or fail to have a minimum 2 Employees or Covered Units under the Plan, we may terminate the Policy as of the first day of the first month when the underwriting requirement was not met.
- If you do not comply with or fail to meet your obligations under any material terms and conditions of the Policy, including, but not limited to, providing required reports or other information we have reasonably requested from you that is related to our administration of the Policy, we may terminate the Policy as of the date you failed to comply.
- If you suspend active business operations, become insolvent, or are placed in bankruptcy or receivership, we may terminate the Policy as of the date any of these occur.
- If there is any change in federal or state law or regulation that materially impacts this Policy or the coverage provided, we may terminate the Policy effective on the date the change in the law is effective.
- If you are an employer group and cease to be a group as defined under applicable state law, we may terminate the Policy as of the date you no longer qualify as an employer group.
- If you are an employer group that is subject to ERISA, and you become exempt from ERISA, we may terminate the Policy as of the date you are no longer subject to ERISA.

NON-RENEWAL FOR FAILURE TO RESPOND

We require you tell us if you intend to renew the Policy. You must reply, in writing, within two weeks of your receipt of the request or within 15 days prior to the Renewal Date, whichever is later. If you do not reply, we will terminate coverage as of the Renewal Date.

EFFECTIVE TIME OF TERMINATION

The Policy and its coverage end as of 11:59 p.m. local time at your principal location on the day of termination.

EFFECT OF TERMINATION

Following termination, you and we continue to be responsible for duties we acquired prior to the termination of the Policy. One of your duties includes payment of premium due for coverage up to the date of termination. We are required to continue paying you for coverage of Eligible Claim Expenses Incurred and paid under the Plan prior to the Termination Date.

You and we also continue to be responsible for any duties that the Policy states are to occur following termination.

If the Policy terminates before the end of the Policy Period:

- The Contract Type under this Policy is limited to Eligible Claim Expenses Incurred and paid up to the Termination Date.
- The Individual Stop Loss Amount will not be reduced.
- The Minimum Aggregate Stop Loss Amount will not be pro-rated.

REINSTATEMENT

You may request that we reinstate the Policy and coverage after we terminate it. You must make the request within 30 days of the Termination Date. We are not obligated to reinstate the Policy as of the Termination Date. If we do, we will require you to pay all

amounts due in full before reinstatement and give us reasonable assurances that you can and will fulfill all of your obligations under the Policy.

OPTIONAL POLICY RENEWAL - SECTION

Unless the Policy has terminated or is subject to termination in accordance with the "Termination" section on or before the end of the Policy Period, we may offer you a renewal. At that time, we have the right to revise the terms and conditions of the Policy, including, but not limited to, premium rates, factors, and coverage levels by providing written notice to you. If you accept the renewal provisions, the Policy will renew on the Policy Renewal Date, subject to receipt of your acceptance in writing prior to the Renewal Date.

If you use a separate Claims Administrator, a renewal offer for this Policy is contingent upon receipt of any requested Plan, census, or claim information for use in the underwriting process prior to the beginning of the subsequent Policy Period.

RESPONSIBILITY AND CONDUCT - SECTION

RESPONSIBILITY FOR OUR EMPLOYEES

We are responsible to you for what our employees and others that work on our behalf do as it pertains to stop loss coverage under this Policy. If CICI is also your administrator, any disputes regarding administration of the Plan must be brought under the terms of the *Administrative Service Agreement*, which determines claims administration.

We are not responsible to you for what is done by others, commonly referred to as "independent contractors."

APPEALS PROCESS

You may appeal any claim determination made by us under this Policy by submitting a written appeal to:

ConnectiCare Insurance Company, Inc.
175 Scott Swamp Road
Farmington, Connecticut 06032

You must file an appeal within 60 days after the date of our determination. Your appeal must state the detailed basis of your disagreement with our determination and must include all documentation and information supporting your appeal that has not been previously provided to us.

If any claim determination made by us meets one or more of the following conditions:

- Not medically necessary.
- Cosmetic.

then the appeal of the claim determination must include an Independent Review Organization (IRO) report that includes each panel member's report and the panel's consensus report. The IRO's report is to be provided at your expense. The members of the IRO must be mutually acceptable to you and us.

In addition, the individual stop loss Contract Type and the aggregate stop loss Contract Type, as indicated in the *Stop Loss Application And Schedule Of Insurance*, will be extended for a period not to exceed 3 months to cover only reversals of claim denials. See the *IRO overturn of claim denials* section in this Policy.

Any Eligible Claim Expenses reimbursed pursuant to the terms and conditions of this Policy will apply to the Policy Period that it was Incurred and will be treated as if it had been paid on the date you sent notice of denial to the Covered Person. These Eligible Claim Expenses will be excluded from any other Policy Period.

ARBITRATION

Any disagreement, controversy, or claim involving us that arises out of, or relates to, this Policy or its breach will be settled by binding arbitration under the rules of the American Arbitration Association with the stipulation that the arbitrator(s) will abide by the terms of the Policy and will apply the applicable rules of the law. A single arbitrator will decide all matters. Judgment for the award made by the arbitrator may be entered into any court having jurisdiction. This provision survives the termination of this Policy.

INDEMNIFICATION – IN GENERAL

To the extent allowed by law, we agree to indemnify and hold you harmless against that portion of your liability to third parties as determined by a court of final jurisdiction or by binding arbitration caused directly by our willful misconduct, criminal conduct, or material breach of this Policy.

To the extent allowed by law, you agree to indemnify and hold us harmless against that portion of our liability to third parties as determined by a court of final jurisdiction or by binding arbitration caused directly by your:

- Negligence.
- Breach of the Policy.
- Breach of applicable federal and state laws.
- Willful misconduct.
- Criminal conduct.
- Fraud.
- Breach of a fiduciary responsibility in the case of an action related to, or arising out of, this Policy or your role as employer or Plan sponsor.

These indemnification rights and obligations apply during the term of the Policy and to a claim made in writing within one year after termination of the Policy.

Your and our rights and duties in this section survive termination of the Policy.

INDEMNIFICATION – LIABILITY

We have neither the responsibility nor the obligation under this Policy to directly pay any Covered Person or provider of Eligible Claim Expenses for any benefit you have agreed to provide through the terms of the Plan(s). Our only liability under this Policy is to you, subject to the terms, conditions, and limitations of this Policy.

NO EMPLOYEE RETIREMENT INCOME SECURITY ACT

(ERISA) OF 1974 LIABILITY

Under no circumstances will we accept responsibility as an administrator or be deemed a Plan fiduciary under your Plan, as these terms are defined and used in the ERISA Act of 1974 and as amended.

GENERAL PPROVISIONS- SECTION

This section provides details on additional terms and conditions under this Policy.

RECOVERY OF OVERPAYMENTS

If Eligible Claim Expense amounts change as a result of a coordination of benefit change, [a subrogation recovery,] audit, or billing or payment errors, we may have overpaid you. If we have overpaid you, you will promptly refund the overpaid amount to us. If you fail to refund the overpayment to us in a timely manner, we have the right to reduce any future payments due under this Policy by the amount we overpaid until repayment is made in full. If this Policy terminates, any reimbursements made for claims paid by you after the date of termination will immediately be refunded to us.

REPORTS

You will promptly provide us with any information we determine is necessary to carry out the provisions of this Policy.

ASSIGNMENT AND DELEGATION

You will not assign any right or delegate any duty under the Policy unless we approve it in writing, and in advance. This includes assignment to any person or entity, including, but not limited to, any Covered Person, medical provider, or creditor. If you do so without our written approval, we are not bound by your assignment or delegation.

If you use any Claims Administrator, vendor, or Agent, you are responsible for authorizing the release of any information we request to underwrite, review potential claims, make claim determinations, calculate potential reimbursements, or perform other obligations under this Policy. If we do not receive requested information, it may result in the delay, reduction or denial of a reimbursement request.

CICI may delegate some of our functions under this Policy to third parties, (i.e. an authorized representative, subsidiary, affiliate or parent of CICI). We may also change or end these delegations. We do not need your consent or need to give you advance notice to enter into, change, or end these arrangements. These delegations will not increase or reduce our or your rights or responsibilities under this Policy.

We may also assign this Policy to an affiliate within our corporate family without your consent. An assignment will not increase or reduce either of our rights or responsibilities under this Policy.

IRO OVERTURN OF CLAIM DENIALS

Coverage under the Policy will be extended for a period not to exceed 3 months from the last Paid Date of the Policy Period to cover only reversals of claim denials related to an adverse benefit determination when the claim denials by the plan are subsequently overturned by Independent Review Organizations (IROs), subject to the following:

- Your Plan is subject to external review under the Affordable Care Act (ACA) and this status is communicated to us during the underwriting of the Policy.
- Eligible Claim Expenses are paid, in whole or in part, for a Covered Person due to, and consistent with, the overturning of a claim denial by an IRO conducted pursuant to the applicable external review process established under the ACA.
- Eligible Claim Expenses associated with a previously denied claim were Incurred by the Covered Person during the Policy Period.
- Eligible Claim Expenses paid after the last paid claims date of the Policy Period indicated in the *Stop Loss Application And Schedule Of Insurance* are not eligible for payment under any other coverage, but are otherwise payable under the terms of the Policy.
- You or your Claims Administrator advises us that the denied claim for Eligible Claim Expenses has been submitted to the IRO within ten days of being submitted to the IRO.
- You have received notice from the IRO that a decision was made to pay the denied claim and that you must pay the denied claim within 10 days of receiving the decision.
- You or your Claims Administrator advises us of the IRO's decision prior to payment of the claim.
- Satisfactory proof that you paid the denied claim and complied with all terms and conditions of the Policy.
- must be submitted to us by you or your Claims Administrator within 30 days of payment of the claim.

An Eligible Claim Expense reimbursed pursuant to the terms and conditions above will relate back to the Policy Period it was Incurred and will be treated as if it had been paid on the date you sent notice of claim denial to the Covered Person. These Eligible Claim Expenses will be excluded from any other Policy Period.

Correcting Clerical Errors

A clerical error may be made by you, any Claims Administrator, a Covered Person, vendor, Agent, or us in keeping records or providing required information. A clerical error alone will not determine whether there is coverage. We will determine the facts and decide if coverage is in force and its amount. We will make a fair adjustment in premium or factors if correction of the error or delay changes coverage or the risk assumed. CICI is not required to honor a notification of a Covered Person's enrollment or termination of eligibility which CICI receives more than 30 days after the qualifying event.

We may correct, withdraw, or replace the Policy, *Stop Loss Application And Schedule Of Insurance*, and any other document issued with an error or issued in error. A clerical error does not include your:

- Intentional acts.
- Intentional omissions.
- Failure to comply with the Plan or this Policy.

When you use a Claims Administrator that is not CICI, your failure to report the existence of a Covered Person or claimant or your failure to report notice or proof of claim loss in a timely manner does not constitute clerical error.

Legal Action

The time limit on legal actions related to coverage under the Policy is subject to applicable law in the state where the Policy was issued.

We encourage you to complete the appeal process before you take any legal action against us for any disapproval of coverage. If you disagree with our coverage decision, you may not start legal or other action against us regarding your claim until 60 days after proof of Eligible Claim Expense has been rejected by CICI.

No legal action may be brought against us after two years from the time written proof of loss is required from you.

Cost Containment

If you use a Claims Administrator or other vendor other than CICI, we have the right to participate in any cost savings or cost containment program that you may have in connection with your Plan. Notice Of Legal Actions

You agree to:

- Notify us immediately of any event or development that might result in an action of law or equity related to this Policy.
- Forward promptly to us copies of any pleadings and reports of investigation that we request.
- Immediately provide to us a copy of any documents filed by or against you in any court in connection with any litigation under the Plan.

You are responsible for paying all attorneys' fees, expenses of experts and investigations, and any damages (including exemplary or punitive damages) incurred by CICI in connection with any litigation in which we will, without fault, become involved through or on account of this Policy or the Plan.

If any time limitation in this Policy is less than that permitted by the law of the state that the application was signed, the limitation is hereby extended to agree with the minimum period permitted by the law.

Taxes

You will hold us harmless for any taxes we are assessed that are beyond any tax payable on premium we have received. You are responsible for reimbursing us for any taxes we paid that are beyond any tax payable on premium we received.

Workers' Compensation Or State Disability Insurance

This Policy does not replace or affect the requirements for coverage under any workers' compensation or state disability insurance.

SUBROGATION - RIGHT TO RECOVERY

Your Plan is required to include a comprehensive provision for subrogation and reimbursement in its Summary Plan Description. The Plan must enforce this provision. If you fail to pursue any recovery or action against a responsible party, then you agree that CICI will:

- Be subrogated to or assigned your reimbursement rights.
- Will assume the Plan's rights to pursue any recovery against any and all parties.

You will be responsible for any and all reasonable expenses incurred in the pursuit of recovery, including the fees and costs charged by any contracted subrogation vendor or attorney and any additional legal costs.

We have the right to pursue any and all recoveries covered under this Policy and paid by the Plan, and to pursue these actions in the name of the Plan. This includes both the portion of the Plan benefits that the Plan has been paid under this Policy and the portion of the claim consisting of benefits paid by the Plan but not payable under this Policy.

You:

- Must notify CICI within 30 days of receiving any information that may lead to our subrogation rights.
- Must cooperate fully with us and do all things necessary and required for CICI to pursue any action to recover against a responsible party.
- May not take any action, or neglect to take any action, that will prejudice or impair our rights to pursue recovery from any other responsible party.
- May not, without our written consent, settle or give release for any claim to any other party if doing so would impair or prevent CICI from exercising its rights of recovery.

If the Plan:

- Receives a recovery prior to our reimbursement of any Eligible Claim Expenses under the Policy, the Plan must deduct the amount of the recovery from any reimbursement request.
- Receives a recovery after we have made payment to the Plan for some or all of a particular claim, the Plan must reimburse us to the full extent of the payment made by us.

We are under no obligation to reduce the amount we are due for any reason, even to help you pay for a lawyer or pay other costs you incurred to get a recovery.

The Plan must:

- Still reimburse us regardless of whether this Policy is still in force on the date of recovery.
- Reimburse us within 30 days of any recovery by the Plan or Plan sponsor.
- Account to us for all amounts recovered.

The rights and obligations of the Plan in this section extend beyond the termination of the Policy.

CCI'S ADDITIONAL RESPONSIBILITIES - SECTION

We will prepare the legal documents of the Policy as required by applicable federal and state laws. We will provide them to you in electronic form. We will also provide them to you in paper form if you request it.

We will provide the coverage stated in the Policy and *Stop Loss Application And Schedule Of Insurance*. We will administer the coverage as required by the Policy and applicable federal and state laws.

We will protect personal health information, as required by federal and state laws. We will use it and share it with others only as needed to help us administer the Policy. For a copy of our Notice of Privacy Practices log on to https://connecticare.com.

Our duties in this section survive termination of the Policy.

DEFINITIONS - SECTION

AGENT

A designated person or entity that has, or reasonably appears to have, the authority to act on behalf of the **Policyholder**. This includes:

- Consultants.
- Brokers.
- Counsel.
- HR Representatives.
- Any other person or entity that the Policyholder designates as an Agent.

AGGREGATE STOP LOSS CORRIDOR

When aggregate Stop Loss coverage is elected, it is the total dollar amount of Eligible Claim Expenses that you must pay for all Covered Persons during the Policy Period before aggregate Stop Loss benefits are payable. The amount is determined at the end of the Policy Period and is the sum of each month's number of Employees or Covered Units multiplied by the Aggregate Stop Loss Factor.

The Aggregate Stop Loss Corridor does not include claim payments made during a Policy Period for a Covered Person in excess of any:

- Individual Stop Loss Amount.
- COE Transplant Stop Loss Amount.
- High-Risk individual Stop Loss Amount.
- Individual Internal Limit.

- Any other provision of this Policy, as applicable.

AGGREGATE STOP LOSS FACTOR

When aggregate Stop Loss coverage is elected, it is determined prior to the start of the Policy Period. It is calculated as the expected Eligible Claim Expenses for the Policy Period, multiplied by the Aggregate Stop Loss Percentage, divided by the expected number of Employees or Covered Units at the beginning of the Policy Period, and divided by the number of months in the Policy Period.

AGGREGATE STOP LOSS PERCENTAGE

When aggregate Stop Loss coverage is elected, it is the percentage amount above expected Eligible Claim Expenses that you are liable for under the terms and conditions of the Policy as indicated on the *Stop Loss Application And Schedule Of Insurance*. Under no circumstances will the Aggregate Stop Loss Percentage be less than the percentage required by state or federal law.

CLAIMS ADMINISTRATOR

A firm or person you have designated and have a written agreement with to process claims and provide administrative services for your health Plan. The term Claims Administrator as used in this Policy does not refer to the Plan administrator used under ERISA, unless a participating employer has specifically appointed the administrator for that purpose. We must approve any administrator in advance and in writing, in accordance with the terms and conditions of this Policy.

CONNECTICARE INSURANCE COMPANY, INC. (CICI)

ConnectiCare Insurance Company, Inc. (CICI), an affiliate, or third-party vendor under contract with CICI.

CONTRACT TYPE

Establishes the time periods that Eligible Claim Expenses must first be Incurred by a Covered Person through the Plan and then paid by CICI or the approved Claims Administrator.

COVERED BENEFITS

The benefits provided by the Policyholder to Covered Persons included under the Plan and included as reimbursable under this Policy as indicated in the *Stop Loss Application And Schedule Of Insurance*.

COVERED PERSON

Any person who meets the eligibility requirements of and is covered by the underlying self-insured health benefit Plan.

COVERED UNIT

A Covered Unit means the same as Employee.

DOMESTIC CLAIM EXPENSES

The medical expenses Incurred for services delivered to Covered Persons within the healthcare facilities being insured by the stop loss Policy.

EFFECTIVE DATE

The date coverage begins under this Policy in accordance with the "Effective Date" section of this Policy.

ELIGIBLE CLAIM EXPENSES

Expenses for Covered Benefits you paid based on the Plan and that are included under the terms of this Policy.

Eligible Claim Expenses will include payments made to the MA Uncompensated Care Pool, Minnesota Care Provider Tax, or in New York, on your behalf, to fund indigent care and graduate medical education when paid directly into the pool.

EMPLOYEE

An Employee is defined in accordance with the eligibility requirements of, and is covered by, the underlying self-insured health benefit Plan.

For purposes of premium, terminal liability, terminal reserve, and aggregate Stop Loss calculations, Employee means an enrolled contract or unit (i.e. single individual, individual + spouse, individual + child(ren), family).

Also see Covered Unit.

ENHANCED PRODUCT

In consideration of additional premium paid, the Enhanced Product provides a commitment of no new High-Risk Individual Stop Loss Amounts or rate-ups for Covered Persons' medical conditions upon Policy renewal.

FAMILY INDIVIDUAL STOP LOSS AMOUNT

When indicated on the *Stop Loss Application And Schedule Of Insurance*, it is the dollar amount of Eligible Claim Expenses per covered family (eligible Employees or Covered Units and their enrolled dependents) that you must pay prior to any family individual Stop Loss benefit becoming payable under this Policy.

HIGH-RISK COVERED PERSON

A Covered Person that has Eligible Claim Expenses under the plan expected to exceed the Individual Stop Loss Amount. The Covered Person may have a separate higher Individual Stop Loss Amount or may be excluded from coverage under this policy as indicated on the *Stop Loss Application And Schedule Of Insurance*.

HIGH-RISK INDIVIDUAL STOP LOSS AMOUNT

The dollar amount of Eligible Claim Expenses for a High-Risk Covered Person that you must pay before any individual Stop Loss benefit is payable under this policy as indicated in the *Stop Loss Application And Schedule Of Insurance*.

INCURRED

The date services are rendered or supplies are received by a Covered Person for medical services and supplies.

INDIVIDUAL INTERNAL LIMIT

As indicated on the *Stop Loss Application And Schedule Of Insurance*, it is the limit on Eligible Claim Expenses that are paid by the Claims Administrator for any one Covered person during the Policy Period that can be used to satisfy the Aggregate Stop Loss Corridor or included in the aggregate benefit amount calculation for the Policy Period.

INDIVIDUAL LIFETIME STOP LOSS PAYMENT AMOUNT

When indicated on the *Stop Loss Application And Schedule of Insurance*, it is the maximum amount of Eligible Claim Expenses that CICI will fund as individual Stop Loss payments under the

Policy for any one Covered Person during their lifetime. If the Eligible Claim Expenses paid by us under the individual stop loss coverage reach the Individual Lifetime Stop Loss Payment Amount, all subsequent Eligible Claim Expenses for that Covered Person will be funded by you.

INDIVIDUAL STOP LOSS AMOUNT

The dollar amount of Eligible Claim Expenses per Covered Person that you must pay before any individual Stop Loss benefit is payable under this Policy as indicated in the *Stop Loss Application And Schedule of Insurance*. Under no circumstances will the Individual Stop Loss Amount be less than the minimum amount allowed by state or federal law.

COE TRANSPLANT STOP LOSS AMOUNT

When indicated on the *Stop Loss Application And Schedule Of Insurance*, and if the Covered Person elects to have the Transplant performed at one of CICI's Centers of Excellence (COE) facilities, it is the amount of Eligible Claim Expenses for a Covered Person receiving a Transplant at an COE facility during the Policy Period that you must pay before any individual Stop Loss benefit is payable under this Policy. For Transplant claims and Eligible Claim Expenses covered in the Policy Period that the Transplant benefit is paid by the Claims Administrator, the COE Transplant Stop Loss Amount is applied instead of the Individual Stop Loss Amount.

The COE transplant Stop Loss Amount may not be applicable to certain Transplant types or a Covered Person's transplant claims as indicated in the *Stop Loss Application And Schedule Of Insurance*.

MINIMUM AGGREGATE STOP LOSS AMOUNT

The Minimum Aggregate Stop Loss Amount applies when aggregate Stop Loss coverage is elected. It is the minimum amount of Eligible Claim Expense liability that you must pay before any aggregate stop loss benefits may be payable. For any Policy Period, the Aggregate Stop Loss Corridor is subject to a Minimum Aggregate Stop Loss Amount. This is the greater of:

- The Minimum Aggregate Stop Loss Amount indicated on the *Stop Loss Application And Schedule Of Insurance*.
- The sum of the product of the number of Employees or Covered Units on the first day of the first Policy Month, multiplied by the Aggregate Stop Loss Factor, multiplied by the number of months in the Policy period, determined by mutual agreement between you and us at the beginning of the Policy Period.

PAID DATE

The date the payment for Eligible Claim Expenses is paidby CICI or an CICI-approved TPA, Claims Administrator, vendor, or ancillary provider. The payment instrument must be supported by sufficient funds to be honored upon presentation and will coincide with the claims Paid Date definition of the administrative services, ancillary, and vendor agreement(s). If funding is not available, the expense will not be deemed to have been paid until funding is available to cover the full amount of the draft as determined by us.

Any EFT payments are immediately funded and apply towards the stop loss Policy.

PLAN

Describes the self-insured health benefits you provide for Covered Persons. The Plan is subject to ERISA, as applicable, and as is or as may be, amended and approved by CICI. The health benefits are included under either individual Stop Loss, aggregate Stop Loss, or both as indicated in the *Stop Loss Application And Schedule Of Insurance*.

POLICY

Your stop loss Policy consists of the following essential legal documents:

- Your signed *Stop Loss Application And Schedule Of Insurance*.
- *Disclosure Statement*, if required.
- This document (the Policy).
- Any riders or amendments to the Policy.
- A copy of the self-insured Plan document(s) for each benefit Plan covered by this Policy

POLICYHOLDER

The insured entity as defined on the cover page of this Policy.

POLICY MONTH

A Policy Month is the same as a calendar month. The first Policy Month begins on the Effective Date of this Policy and the last Policy Month ends on termination of this Policy.

POLICY PERIOD

A Policy Period typically coincides with the Plan's benefit period. The first Policy Period begins on the Effective Date of this Policy. Any Policy Period after the first Policy Period begins on the Policy Renewal Date.

PREMIUM DUE DATE

When premium is not funded by automatic electronic funds transfer, the premium is due as of the date shown on the invoice.

RATE CAP

The Rate Cap is a commitment that upon renewal, if offered, the premium increase will be capped at a specified percentage.

RENEWAL DATE

Each anniversary of the Effective Date of the Policy, unless changed by written agreement between the Policyholder and CICI.

RENEWAL RISK CAP

The Renewal Risk Cap is a commitment that upon renewal, if offered, there will be no new lasers and the premium increase will be capped at a specified percentage.

RUN-IN AMOUNT

The maximum amount we will pay per Covered Person as applied towards the annual Aggregate Stop Loss Corridor on Eligible Claim Expenses Incurred prior to the Policy Effective Date or Renewal Date and paid on or after the Policy Effective Date or Renewal Date.

RUN-IN PERIOD

The period of time immediately prior to the Policy Effective Date or Renewal Date when Eligible Claim Expenses are Incurred but not paid until after the Effective Date or Renewal Date of this Policy. All run-in Eligible Claim Expenses paid by us or by your Claims Administrator must be paid based on the Plan in effect during the Run-In Period and our current standard claim practices.

RUN-OUT AMOUNT

The maximum amount we will pay per Covered Person as applied towards the annual Aggregate Stop Loss Corridor for Eligible Claim Expenses Incurred during the Policy Period but paid after the Policy Period end date.

RUN-OUT PERIOD

The period of time immediately following termination of the Policy when Eligible Claim Expenses Incurred prior to the Termination Date are being paid by you. The Run-Out Period will apply only if the same Claims Administrator administers benefits for the Plan during the Run-Out Period.

TERMINATION DATE

The date coverage under this Policy ends at 11:59 p.m., in accordance with the "Termination" section.

TRANSPLANT

The Transplant of human solid organs, specifically:

- Heart
- Heart/lung
- Lung
- Double lung
- Liver
- Pancreas
- Kidney
- Cornea

Transplant also includes:

- Bone marrow
- Peripheral blood stem cell Transplant
- CAR-T cell therapy
- Transfusion
- Re-infusion

A Transplant occurrence is considered to begin at the point of evaluation for a Transplant and end either:

- 365 days from the date of the Transplant
- On the date the Covered Person is discharged from the hospital or outpatient facility for the admission or visits related to the Transplant, whichever is later