

***IMPORTANT NOTICE:*** *The stop-loss insurance policy in this PDF (the “Policy”) has been validly issued by Cigna Health and Life Insurance Company in the state identified in the Coverage Information section of the Policy (the “Policy Issuance State”) and shall be governed by its laws. For your convenience, the Policy is hereby transmitted electronically to you, as representative of the policyholder, in lieu of physical delivery of a paper copy of the Policy in the Policy Issuance State. Your receipt of this electronic transmission constitutes official delivery of the Policy in the Policy Issuance State no less than if a paper copy of the Policy were physically delivered at a policyholder address in the Policy Issuance State. If you prefer, a paper copy of the Policy will be delivered to a policyholder address that you identify in the Policy Issuance State.*

***CIGNA HEALTH AND LIFE INSURANCE COMPANY***  
***(Herein called 'Cigna')***

**Stop Loss Policy**

Based on the application for this policy made by City of Fort Lauderdale (herein called the Policyholder) and based on the payment of the premium when due, Cigna agrees to reimburse the Policyholder for Covered Expenses under the terms of this policy.

This policy becomes effective at 12:01 a.m. at the Policyholder's address on the Effective Date shown in the Coverage Information section.

All matter printed or written by Cigna on the following pages forms a part of this policy as if recited over the signatures below.

This policy is delivered in and is governed by the laws of the jurisdiction shown in the Coverage Information section.

In witness thereof, Cigna has caused this policy to be executed at its home office in Bloomfield, Connecticut.



**Assistant Secretary**

Edward P. Potanka, Assistant Secretary

**CIGNA HEALTH AND LIFE INSURANCE COMPANY**  
**(Herein called 'Cigna')**

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***CIGNA HEALTH AND LIFE INSURANCE COMPANY***  
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***Definitions***

***Actual Claim Payment***

Actual Claim Payment means a payment made on behalf of the Policyholder for a Covered Person under the terms of the Benefit Plan. A payment is deemed to have been made as of the date the payment instrument is issued by the Claim Administrator. An Actual Claim Payment does not include a claim payment made in error on behalf of a Covered Person.

***Become Due***

Become Due is the earliest date upon which: (a) the Policyholder or the Claim Administrator has received due proof of loss for which a claim is made under the terms of the Benefit Plan, provided such loss is covered under this policy as a Covered Expense; and (b) an Actual Claim Payment has been made.

***Benefit Plan or Plan***

Benefit Plan or Plan means the Policyholder's medical benefits and/or other health benefits applicable to either the Individual Stop Loss benefit and/or the Aggregate Stop Loss benefit as uniquely specified for each benefit in the Schedule of Insurance.

***Cigna's Maximum Liability***

Cigna's Maximum Liability is the largest amount that Cigna will be responsible for according to the terms of the policy.

***Claim Administrator***

Claim Administrator means Cigna or an entity approved by Cigna, which approval shall not be unreasonably withheld, to provide administrative services and to pay claims for the Policyholder's Benefit Plan.

***Covered Expenses***

Covered Expenses for a Policy Year are expenses made under the Benefit Plan that are reimbursable under this policy based on the criteria specified in the Schedule of Insurance.

***Covered Person***

Covered Person means a person who is enrolled for coverage and meets the eligibility requirements set forth in the Benefit Plan.

***Effective Date***

Effective Date means the date on which coverage begins under this agreement.

***High Risk Individual***

High Risk Individual means a Covered Person whose claims under the Benefit Plan are expected to exceed the Individual Stop Loss Limit. For such person(s), a separate Individual Stop Loss Limit for High Risk Individuals is applicable, or such person may be excluded from coverage under this policy.

***Incurred***

Incurred means the date on which the supply is obtained or the service is rendered to a Covered Person under the Benefit Plan.

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### ***Individual Stop Loss Limit***

Individual Stop Loss Limit means the specific dollar amount of Covered Expenses paid by the Policyholder for each Covered Person during each Policy Year, as set forth in the Schedule of Insurance. If coverage is terminated during any Policy Year, the Individual Stop Loss Limit will be the same as if the coverage had remained in effect for the entire Policy Year.

### ***Individual Stop Loss Limit for High Risk Individuals***

Individual Stop Loss Limit for High Risk Individuals means the specific dollar amount of Covered Expenses paid by the Policyholder for each High Risk Individual during each Policy Year, as set forth in the Schedule of Insurance. If coverage is terminated during any Policy Year, the Individual Stop Loss Limit for High Risk Individuals will be the same as if the coverage had remained in effect for the entire Policy Year.

### ***Individual Stop Loss Benefit Percentage Payable***

Individual Stop Loss Benefit Percentage Payable means the percentage of Covered Expenses payable to the Policyholder once the Individual Stop Loss Limit has been reached.

### ***Policy Month***

Policy Month means a calendar month during a Policy Year.

### ***Policy Quarter***

Policy Quarter means a period of three consecutive calendar months during a Policy Year, with the first Policy Quarter beginning on the Effective Date of the policy.

### ***Policy Year***

Policy Year means the period beginning on the Effective Date of this policy (or most recent Renewal Date thereof) up to but not including the next renewal date or the date of termination, whichever period is shorter. The Policy Year is specified on the Schedule of Insurance and may differ by coverage as indicated on the Schedule of Insurance.

### ***Renewal Date***

Renewal Date is the day on which a new Policy Year begins as specified on the Schedule of Insurance.

### ***Run-Out Period***

Run-Out Period is the length of time following the termination date of this policy during which claims that Become Due for a Covered Person under the Benefit Plan will accumulate toward stop loss coverage under this policy provided that they were Incurred prior to the termination date of this policy.

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***Benefit Provisions***

***Individual Stop Loss Coverage***

In consideration of payment of the Individual Stop Loss premium by the Policyholder, Cigna shall reimburse the Policyholder for the amount by which the total Covered Expenses for the Policy Year for a Covered Person exceed the Individual Stop Loss Limit. The amount of reimbursement will be calculated by multiplying the amount of Covered Expenses in excess of the Individual Stop Loss Limit times the Individual Stop Loss Benefit Percentage Payable, subject to Cigna's Maximum Liability specified on the Schedule of Insurance.

Reimbursement for Covered Expenses will be made after an Actual Claim Payment is made.

Cigna shall not be liable for any expenses that are Incurred or Become Due outside the term of this policy.

***Other***

If Cigna is not the Claim Administrator, payment for Covered Expenses will be made after receipt and acceptance by Cigna of such information and records as Cigna may reasonably require regarding the Actual Claim Payments.

In the event Cigna is the Claim Administrator paying claims out of the Policyholder's bank account established for the purpose of paying claims and such bank account is still open and available to Cigna, any payments or reimbursements under this benefit will be executed by Cigna debiting or crediting the Policyholder's bank account.

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## ***Policyholder Duties***

- A. The Policyholder will submit to Cigna a complete copy of the Benefit Plan unless Cigna already has such copy in its possession; such Benefit Plan or its complete copy is incorporated herein by reference.
- B. Any changes to the Benefit Plan will be submitted to Cigna for approval 60 days prior to their Effective Date.
- C. If Cigna is not the Claim Administrator, the parties agree that the Policyholder or the Claim Administrator approved by Cigna, which approval shall not be unreasonably withheld, will have the following duties and obligations:
  - 1. to investigate, audit, calculate and pay all claims in accordance with the provisions of the Benefit Plan and any applicable provider contracts.
  - 2. to provide Cigna such information and records that Cigna may reasonably require for:
    - a. payment of any claim under this policy; and
    - b. projection of future expected claims of the Benefit Plan.
  - 3. to prepare and submit to Cigna on a monthly basis:
    - a. a report of the Actual Claim Payments paid pursuant to the Benefit Plan for that month;
    - b. a report of the total number of Covered Persons covered by the Benefit Plan for that month; and
    - c. a report listing claimants with Covered Expenses during the Policy Year greater than 50% of the Individual Stop Loss Limit. The listing is to include cumulative paid claims and the respective ICD codes.
  - 4. for Individual Stop Loss, the preparation and submission to Cigna on a monthly basis, within 15 days of the previous month's end, of a report showing Covered Expenses during the month for those Covered Persons for whom the total Covered Expenses for the stop loss Policy Year meet or exceed 50% of the Individual Stop Loss Limit.
  - 5. for any and all Covered Persons whose Covered Expenses meet or exceed the Individual Stop Loss Limit during the Policy Year, the following information must be supplied for claim adjudication under this policy. This information must be presented to Cigna within 60 days of the end of the month in which the Covered Person exceeded the Individual Stop Loss Limit:
    - a. claim copies and all documentation relating to outside bill reviews/negotiations for hospital and provider bills greater than 50% of the Individual Stop Loss Limit;
    - b. copies of any and all documentation relating to the Benefit Plan's subrogation interests, if applicable;
    - c. detailed claim reports and check information if explanation of benefits (EOBs) are not available;

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- d. itemized bills for any claims or charges equal to or greater than 50% of the Individual Stop Loss Limit;
  - e. an enrollment form or eligibility screen; and
  - f. coordination of benefits (COB) information.
- D. The Policyholder will reimburse Cigna for any Actual Claim Payments subsequently repaid, refunded, rebated or owed to the Policyholder by any party.
- E. The Policyholder will furnish additional information or documentation as reasonably requested by Cigna.



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***Exclusions***

Covered Expenses under this policy do not include the following:

1. Actual Claim Payments for which (a) there is other group insurance (including costs recoverable through the application of the coordination of benefits provision in the Benefit Plan); (b) third-party liability has been established; (c) there is coverage pursuant to any plan established by federal, state or local law (to the extent permitted); or (d) there is coverage under workers compensation insurance.
2. Expenses to the extent the Policyholder or Plan receives any payment(s), refund(s) or rebate(s), however denominated, or any reduction in charges as a result of a PPO, EPO, or other managed care arrangement, claim reduction negotiation, or the application of any provider discount arrangement.
3. Expenses which Become Due after the date coverage under this policy ceases.
4. Administrative expenses of the Policyholder or Claim Administrator.
5. Extra contractual damages, expenses or reimbursements of any kind or nature.
6. Investigative or legal expenses, attorney fees and court costs.
7. Expenses Incurred by a person not eligible under the terms of the Benefit Plan.
8. Expenses paid because of an amendment to the Benefit Plan which is not agreed to by Cigna, which agreement shall not be unreasonably withheld.
9. Unless indicated on the Schedule of Insurance, expenses for taxes, fees and surcharges that may be imposed on the Benefit Plan or Policyholder by federal, state or local governments.
10. Expenses Incurred as a result of war, other than acts of terrorism, whether declared or not, or acts of war or service in any military force of any country while such country is engaged in war, whether declared or not.
11. Expenses which are not considered Covered Expenses under the Benefit Plan.
12. Expenses for which the Policyholder or Claim Administrator has failed to provide the required information set forth under the Policyholder Duties section.
13. With respect to Individual Stop Loss, expenses resulting from fixed per person per period charges (fixed charges), if any (i.e. contractually determined periodic payments to certain providers based on the number of Plan participants entitled to receive services from the provider, in return for which, such providers furnish certain agreed-upon services to eligible plan participants).
14. For liabilities which are non-pecuniary in nature (not having a monetary value).

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***Omission, Concealment or Misrepresentation of Fact***

The Policyholder understands that the completeness, inclusiveness and accuracy of all underwriting information provided to Cigna by the Policyholder was relied upon in the decision to issue and/or renew this policy. This includes any information volunteered by the Policyholder at initial quote or prior to a renewal, any information provided in response to a request by Cigna, and any personal health statements filled out by the Covered Persons. Cigna reserves the right to terminate this policy or re-underwrite this coverage and its terms resetting the premium rates, Individual Stop Loss Limit, coverage maximums, Monthly Attachment Factors and/or the Minimum Attachment Point) if: 1) Cigna determines that any relevant information has been omitted and/or concealed; 2) Cigna determines that any fact(s) have been misrepresented, thus, impacting the assessment of the risk. Any such action by Cigna may be retroactive to the beginning of the Policy Year and will be reasonable in relation to the nature of the omission, concealment, or misrepresentation.

***Subrogation and Acts of Third Parties***

**Applicability**

Where allowed by law, this section will apply:

1. to Policyholders who receive payments for Covered Expenses under this policy; and
2. where Actual Claim Payments have been made under the Benefit Plan to a Covered Person who has a lawful claim against, or who has received compensation, damages or other payment from another party or parties for expenses resulting in the payment by Cigna of such Covered Expenses; and
3. to the Policy Year in which the corresponding payment was made. The expense of subrogation will be shared proportional according to the Benefit Plan.

**Policyholder Obligations**

To secure the rights of Cigna under this section, the Policyholder must:

1. pursue the rights of subrogation contained in the Benefit Plan; and
2. reimburse Cigna for Covered Expenses Incurred under this policy (but not more than the amount paid by the other party or parties) if payment from the other party or parties has been received by the Policyholder. The Policyholder must reimburse Cigna first, and in full, before retaining any benefit from the recovery; and
3. assign to Cigna the Policyholder's subrogation and/or reimbursement right contained in the Benefit Plan to the extent of Cigna's payments if requested by Cigna and Policyholder shall cooperate fully and do all things as necessary and required to enable Cigna to pursue the recovery right.

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***Privacy of Information***

In connection with the performance of its obligations under this policy, Cigna may disclose to and receive disclosure from the Policyholder or its Claim Administrator of information collected or received in connection with Covered Expenses reimbursable under this policy, provided the information is limited to that which is reasonable and necessary and in accordance with applicable law.

Under no circumstances will Cigna provide the Policyholder with information on Incurred, but not paid claims, projected claims, pre-certifications of coverage, case management notes, and course of treatment information or prognosis information.

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***Premiums***

**Premium Payments**

The initial premium shall be due and payable on the first day of the month of this policy. Subsequent premiums shall be due on the first day of each calendar month that this policy remains in effect.

Premiums can be paid to Cigna's home office or to an authorized agent of Cigna. Each premium paid continues the policy in force until the date the next premium is due, except as set forth in the Grace Period section.

The total monthly premium is the sum of the premium for all Covered Persons for all coverages as identified on the Schedule of Insurance.

**Grace Period**

A period of 31 days following the premium due date, without interest, is allowed for paying any premium other than the first premium payment due. The policy will remain in force during the grace period, unless Cigna has been advised in writing that the policy is to cease prior to the end of the grace period. If any premium is not paid before the grace period ends, the policy will cease at the end of the grace period. When this policy ends, the Policyholder will be liable for all premiums past due and unpaid, including a pro-rata premium for any time this policy remains in force during the grace period.

**Premium Refund**

Any error or correction of any premium paid must be reported to Cigna promptly. The premium will be adjusted on all Covered Persons retroactively to reflect the correct premium amount. If a correction will result in a decrease in premium, a refund will be given only for the two month period prior to Cigna's receipt of a correction request.

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***Right to Change Terms of Coverage***

Cigna reserves the right to change the Individual Stop Loss Limits, the Monthly Attachment Factors, the Terminal Attachment Factors, Minimum Attachment Point and/or premium rates shown on the Schedule of Insurance under the following circumstances:

1. In the event the total number of Covered Persons at the beginning of the Policy Year or at any time during the Policy year differs more than 10% from the original estimated enrollment, such change to become effective on the first day of any month following the fluctuation, subject to advance written notice of at least 45 days.
2. In the event enrollment in any covered Plan at the beginning of the Policy Year or at any time during the Policy year differs more than 10% from the original estimated enrollment, such change to become effective on the first day of any month following the fluctuation, subject to advance written notice of at least 45 days.
3. In the event of material changes in the Benefit Plan or changes in legislation or regulation, Cigna may revise the premium rates with the revision to become effective on the date such changes are effective, subject to advance written notice of at least 45 days.
4. In the event of the addition of a subsidiary, operation or class of Covered Persons not previously covered under the Benefit Plan and approved by Cigna, Cigna may revise the premium rates with the revision to become effective on the date such addition is effective, subject to advance written notice of at least 45 days.
5. In the event of the termination of a subsidiary, operation or class of Covered Persons covered under this policy, Cigna may revise the premium rates with the revision to become effective on the date such termination is effective, subject to advance written notice of at least 45 days.
6. On any policy anniversary, subject to advance written notice of at least 45 days.
7. In the event of an omission, concealment or misrepresentation of material fact, as described in Omission, Concealment or Misrepresentation of Fact section, such change to become retroactively to the first day of the affected Policy Year, subject to advance written notice of at least 45 days.

If Cigna is not the Claim Administrator, Cigna also reserves the right to change any premium rates if Cigna determines that Actual Claim Payments are not being made in accordance with the provisions of the Benefit Plan. Such adjustment may be made retroactive to the beginning of the Policy Year.

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***Termination***

This policy will continue in effect from its Effective Date until terminated on the earliest of the following:

1. At the end of the grace period if the premium is not paid, subject to advance written notice of at least 45 days.
2. Upon mutual consent by the parties, on the date the parties agree to terminate.
3. On the premium due date following 45 days after the mailing of written notification of termination by Cigna or the Policyholder.
4. On the date of termination of the Benefit Plan, subject to advance written notice of at least 45 days.
5. If any state or other jurisdiction enacts a law which prohibits the continuance of this policy, or the existing law is interpreted to so prohibit the continuance of this policy, as reasonably determined by Cigna, the policy shall terminate automatically as to such time or jurisdiction on the effective date of such law or interpretation, subject to advance written notice of at least 45 days.
6. Upon written notice to the Policyholder of the discovery of the Policyholder's failure to comply with any material term of the policy, subject to advance written notice of at least 45 days.
7. Upon written notice to the Policyholder if Cigna reasonably determines that the Policyholder has ceased or failed to sufficiently fund its account established to fund benefit payments under the Plan, subject to advance written notice of at least 45 days.

This policy may also be terminated by Cigna as follows:

1. Upon written notice to the Policyholder, if Cigna determines that any of the information has omitted, concealed or misrepresented any fact which Cigna determines to have had a material effect on Cigna's assessment of the risk, subject to advance written notice of at least 45 days.
2. On the next premium due date, at Cigna's option, if Cigna determines that Actual Claim Payments are not being made in accordance with the provisions of the Benefit Plan, subject to advance written notice of at least 45 days.
3. On the effective date of a change in the Benefit Plan which is not approved by Cigna. Cigna will give the Policyholder written notice within 45 days after receipt of a copy of such change.
4. On the effective date of any change in Claim Administrator which is not approved by Cigna. Cigna will give the Policyholder written notice within 45 days after receipt of notification of such change.

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All coverage ceases upon termination of this policy. The termination of this policy does not excuse the Policyholder from forwarding to Cigna any and all premiums accrued through the date of termination.

If the policy includes Run-Out coverage, Cigna reserves the right not to provide Run-Out coverage in the event of termination prior to the end of the Policy Year.

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***General Provisions***

**Notice**

This policy provides benefits when the Policyholder's Benefit Plan incurs expenses in excess of the individual and/or aggregate limits as outlined in this policy. Since this policy insures the Policyholder and not the individuals covered by the Policyholder's Benefit Plan, this policy neither adds to nor subtracts from the terms of the underlying Benefit Plan. Additionally, this policy does not in any way affect the Policyholder's responsibility to comply with employment laws such as the Americans with Disabilities Act, the Age Discrimination in Employment Act, Title VII of the 1964 Civil Rights Act and other applicable state and federal laws.

**Parties to the Policy and Responsibility for Claims for Benefits by Covered Persons**

The parties to the policy are the Policyholder and Cigna. There are no third party beneficiaries and this policy does not create any rights or legal relation whatsoever between Cigna and a Covered Person under the Policyholder's Benefit Plan. Cigna's sole liability under this policy is to the Policyholder.

The Policyholder shall retain the exclusive obligation for any action, brought for benefits under the Policyholder's Benefit Plan however denominated, including any action purporting to be brought with respect to this policy. Policyholder agrees to assume the tender of any such action and to reimburse Cigna for reasonable costs, costs of whatever kind (including court costs and attorney fees) which Cigna may incur to protect its and Policyholder's rights until Policyholder accepts tender. Provided that nothing herein shall alter Cigna's obligations contained in the parties' administrative services agreement, if any.

**Entire Contract**

The parties agree that this policy and any endorsement and amendment to the policy constitute the entire contract regarding the stop loss insurance between the parties. Any endorsement or amendment changing this policy must be in writing and must be signed by authorized officers of Cigna and the Policyholder respectively. No person may modify or waive any of the terms of this policy except by a written amendment signed by a duly authorized officer of Cigna.

**Enforceability**

In the event that one or more provisions in this policy shall, for any reason, be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this policy shall not be affected.

**Clerical Error**

A clerical error is defined as a mistake made in the policy that changes its meaning from what the parties originally intended, such as a typographical error or the unintentional addition or omission of a word, phrase or figure.

Upon learning of a clerical error in this policy, the policy will be revised and reissued by Cigna to the extent allowable based on available regulatory approved policy language to correct the error and if premium or reimbursement is impacted, an adjustment will be made accordingly. A clerical error will not invalidate coverage otherwise validly in force or continue otherwise terminated coverage.



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**Examination and Maintenance of Records**

If Cigna is not the Claim Administrator:

1. The Policyholder will furnish to Cigna such data as may be required for the administration of this policy.
2. The Policyholder's and the Claim Administrator's books and records pertaining to the policy will be available to Cigna for inspection during the usual business hours. Such books and records will be maintained for a period of not less than 6 years following termination of the policy.
3. Cigna will have the right at all reasonable times to inspect all records relating to Actual Claim Payments paid under the Benefit Plan whether maintained by the Policyholder or the Claim Administrator. Cigna will treat as confidential all such records and information obtained.

**Dispute Resolution**

The Policyholder may not initiate any dispute resolution relating to a claim under this policy fewer than 60 calendar days or more than five years after due proof of such claim is furnished to Cigna.

**Plan Changes**

Cigna must approve a change in the Benefit Plan if the change impacts the Covered Expense under this policy. The Policyholder must promptly furnish Cigna with a copy of each change in the Benefit Plan prior to its effective date. If such copy is not received, Cigna will only be liable for the reimbursement of Covered Expenses under this policy as if the Plan was not changed.

**Subcontracting**

The work to be performed by Cigna under this policy may be performed wholly or in part through an authorized representative, subsidiary, affiliate, or parent of Cigna. Such subcontracting will not increase or diminish the rights or obligations of either party to this policy.

**Assignment**

Except as otherwise provided herein, assignment of this policy by the Policyholder will not be binding upon Cigna.

Notwithstanding the foregoing, the Policyholder may assign this policy, including all of its rights and obligations hereunder, to its affiliates or an entity controlling, controlled by, or under common control with the Policyholder, subject to notice and written consent by Cigna of the assignment. Cigna, in its discretion may reissue the policy in the name of the new assignee.

**Offset**

Cigna shall be entitled to offset payments due to the Policyholder under this policy against premiums due and unpaid by the Policyholder to Cigna.