

# Stop Loss Underwriting (UW) Disclosures as of 07/15/2020

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This supplemental underwriting disclosures document (the “Supplement Document”) provides additional information regarding your programs and services and is intended to be used in conjunction with your new business proposal or renewal letter. The Supplemental Document applies to our Stop Loss relationships administered by Aetna Life Insurance Company and its affiliates, including Innovation Health Insurance Company, Texas Health + Aetna Health Insurance Company, Banner Health and Aetna Health Insurance Company, Allina Health and Aetna Insurance Company and Sutter Health and Aetna Administrative Services, LLC. For purposes of this document, Aetna may be referred to using ‘we’, ‘our’ or ‘us’ and your company may be referred to using ‘you’ or ‘your’.

## State Mandates

### Notice for Arkansas Groups

Plan sponsors of self-funded health plans should not consider the purchase of stop loss coverage and/or excess loss coverage as complete protection from all liability created by the self-funded health plan. Employers/plan sponsors should be aware that the failure to comply with the terms of the stop loss policy and/or the provisions in the self-funded health plan may cause the employer/plan sponsor to incur liabilities under the health plan. For instance, if medical claims are paid on an ineligible individual, the stop loss carrier may deny the reimbursement under the stop loss policy. In addition, the Arkansas Life and Health Insurance Guaranty Association does not cover claims reimbursable under a stop loss policy.

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### Notice for Connecticut Groups

This Stop Loss quotation may include High Risk Individual Stop Loss amounts, also known as 'lasered' individuals. Your acceptance of this quotation indicates that the financial risk was fully explained to you and you accept the additional risk.

### Notice for Louisiana Groups

If you elect to purchase Stop Loss coverage without run-in and run-out coverage (eg: a 12/12 contract type without TLO), you understand that only eligible claims expenses that are both incurred and paid by the group health plan within the Stop Loss policy period are reimbursable under the policy. Reimbursement is not provided for:

- any claim expenses incurred under the group health plan(s) prior to the beginning of the Stop Los policy period, and
- for any claim expenses paid after termination of the policy period unless the policy is renewed.

If you elect to purchase Stop Loss coverage without run-out coverage (eg: 15/12 or Paid contract types without TLO), you understand that this Stop Loss quotation does not provide reimbursement for any claim expenses paid after termination of the policy period unless you renew the policy. Only eligible claims expenses that are incurred and paid by the group health plan within the contract type(s) quoted are reimbursable under the policy.

### Notice for Maine Groups

In accordance with 24-A M.R.S.A. §2849, Continuity of Health Insurance Coverage, you confirm that your health benefit plan(s) comply with Maine's continuity law. In compliance with Rule 135 Section 5(4):

- If you contract with a claims administrator or cost containment vendor other than Aetna or include benefit features in your underlying health plan(s) that are not consistent with Aetna's Clinical Policy Bulletins, Aetna has the right to exclude from coverage any claim expenses considered not medically necessary, experimental or investigational, in excess of reasonable and customary charges, or otherwise not in accordance with our current established claim practices. In these situations, you will be responsible for paying any such claims excluded from reimbursement under the terms of the policy.
- If you elect to exclude mental health or transplant claim expenses from your Stop Loss coverage, you will have unlimited responsibility for paying any eligible claim expenses related to these exclusions.

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- If you elect any of the following features noted below, your Stop Loss coverage will be limited, which means that you may have unlimited responsibility for paying any eligible claim expenses that are above the indicated limits. This may include:
  - Maximum run-in claims
  - Maximum individual payment amount
  - Individual internal limit
  - Maximum annual aggregate payment amount

### Tail coverage for Maine Groups

Maine requires that an extended reporting period “tail coverage” of at least 6 months be offered on all Stop Loss policies. Tail coverage provides Stop Loss coverage for claims incurred during the policy period but paid within a specific period of time immediately following policy termination. It protects you from potential gaps in coverage during which you may be liable for catastrophic claim expenses.

- Quotations including the Terminal Liability Option 6 (TLO-6) or a contract type of 12/18 or 12/24 include 6 or more months of tail coverage.
- Quotations including the Terminal Liability Option 3 (TLO-3) or a contract type of 12/15 include only 3 months of tail coverage.
- Quotations excluding Terminal Liability Option (TLO) coverage, or any other contract type excluding run-out coverage, do not include tail coverage.

### Notice For New York Groups

NY CLS Ins §4320 prohibits insurers from offering Stop Loss coverage to groups that deny or limit benefits for specified diseases and conditions or for a procedure or treatment unique to a specific disease or condition. This quotation assumes the underlying self-insured benefit plans covered by this quote are in compliance with this law.