

# Symetra Life Insurance Company

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**Excess Loss Insurance**

**POLICY**



**Symetra Life Insurance Company**  
777 108th Avenue NE, Suite 1200  
Bellevue, Washington 98004-5135

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## EXCESS LOSS INSURANCE POLICY

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### POLICY SPECIFICATIONS

**Policyholder:** City of Vancouver

**Policy Number:** 16-013831-00

**Policy Effective Date:** January 1, 2019

**Premium Due Date:** Premium is due on the Policy Effective Date and the first of each month beginning with February 1, 2019.

**Policy Anniversary:** January 1st of each year beginning in 2020.

**Governing Jurisdiction:** This Policy is delivered in and governed by the laws of the state of Washington.

This Policy has been issued in consideration of the signed Policyholder Acceptance and payment of premium. This Policy renews on each Policy Anniversary.

Symetra Life Insurance Company issues this Policy and agrees to pay the benefits of this Policy subject to its terms and conditions.

Symetra Life Insurance Company has, by its President and Secretary, executed this Policy as of the Policy Effective Date and caused it to be duly countersigned at Bellevue, Washington.

Michael Fry, Executive Vice President

Margaret Meister, President

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Symetra Life Insurance Company  
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## EXCESS LOSS SCHEDULE OF BENEFITS

**A. Policyholder:** City of Vancouver

**Policy Number:** 16-013831-00

**Effective Date of Coverage:** January 1, 2019

**Policyholder Anniversary Date:** January 1st of each year beginning in 2020.

**Premium Due Date:** Premium is due on the Effective Date of Coverage and the first of each month beginning with February 1, 2019.

**Enrollment (at the beginning of the Policy Period):**

Single 128 Family 358

**Retirees covered under Excess Loss:** ☒ Yes ☐ No  
Individual and Aggregate coverages

**B. This Schedule of Benefits applies to the Policy Period:** from 01-01-2019 to 01-01-2020

**C. Individual Excess Loss Insurance:** ☒ Yes ☐ No

1. Individual Deductible per Covered Unit: \$225,000

Note: The minimum Individual Deductible is \$100,000 or 5% of expected claims, whichever is less.

2. Alternate Individual Deductibles applicable?

☒ Yes (See Excess Loss Alternate Reimbursement Endorsement) ☐ No

3. Covered Expenses:

☐ Medical excluding all Prescription Drugs

☒ Medical including Prescription Drugs defined as **ONE** of the following:

☒ Rx Card and Mail Order ☐ Rx Card Only ☐ Rx Mail Order Only **OR**

☐ Rx as part of Medical Plan subject to a Deductible and Coinsurance

☐ Other: \_\_\_\_\_

4. Symetra's Reimbursement Percentage:

100% of Covered Expenses in excess of the Individual Deductible.



## EXCESS LOSS SCHEDULE OF BENEFITS

Applies to Policy Period: from 01-01-2019 to 01-01-2020

5. Individual Lifetime Reimbursement Maximum: Unlimited per Covered Unit  
Policy Period Reimbursement Maximum: Unlimited per Covered Unit

6. Premium Rates:

Covered Units

Composite \$93.82

7. Reimbursement Option:

Covered Expenses incurred on or after the Policy Effective Date and paid during the Policy Period with:

Run-in Period 12 months

Run-in Limit Unlimited

Run-out Period 0 months

Run-out Limit N/A

8. Individual Excess Loss Terminal Provision applicable? ☐ Yes ☒ No

9. Individual Excess Loss Advantage Provision applicable? ☐ Yes ☒ No

**D. Aggregate Excess Loss Insurance:** ☒ Yes ☐ No

1. Covered Expenses:

☐ Medical excluding all Prescription Drugs

☒ Medical including Prescription Drugs defined as **ONE** of the following:

☒ Rx Card and Mail Order ☐ Rx Card Only ☐ Rx Mail Order Only **OR**

☐ Rx as part of Medical Plan subject to a Deductible and Coinsurance

☒ Vision

☐ Dental

☐ Short-Term Disability

☐ Other \_\_\_\_\_

2. Aggregate Attachment Point will be set by Symetra.

3. Symetra's Reimbursement Percentage:

100% of Covered Expenses in excess of the Aggregate Attachment Point.

4. Aggregate Reimbursement Maximum per Policy Period: \$2,000,000

5. Monthly Aggregate Accommodation Provision applicable? ☐ Yes ☒ No

## EXCESS LOSS SCHEDULE OF BENEFITS

Applies to Policy Period: from 01-01-2019 to 01-01-2020

**6. Reimbursement Option:**

Covered Expenses incurred on or after the Policy Effective Date and paid during the Policy Period with:

Run-in Period	<u>12</u>	months	Run-in Limit	<u>Unlimited</u>
Run-out Period	<u>0</u>	months	Run-out Limit	<u>N/A</u>

**7. Minimum Aggregate Attachment Point:**

100% of the first Monthly Aggregate Attachment Point x 12.

Note: The minimum Aggregate Attachment Point may not be less than 120% of expected claims.

**8. Monthly Aggregate Attachment Factors:**

Covered Units

Single	\$836.47
Family	\$1,977.22

**9. Aggregate Excess Loss Terminal Provision applicable?** ☐ Yes ☒ No

**10. Aggregate Excess Loss premium:** \$6.15

Paid: per employee per month

**11. Net Claim Limit:** \$225,000 per Covered Unit

**E. Medical Conversion Privilege:** ☐ Yes ☒ No

**F. Endorsements Included**

- ☒ Individual Excess Loss Advance Funding Endorsement
- ☒ Excess Loss Alternate Reimbursement Endorsement

**G. Additional Information:**

Claims determined to be eligible under the Employee Benefit Plan in final and binding external review by independent review organizations (IROs) will also be deemed Covered Expenses under the Policy. Claim exception requests pending and under IRO review at the end of the Policy Period will continue to be considered for coverage.

City of Vancouver has been identified as an Alera/BAN client and is subject to the terms and conditions of the Alera/BAN-Symetra 2018 Stop Loss Agreement.

**H. Associated Companies:**

Name	Effective Date	Termination Date
<u>Vancouver Housing Authority</u>	<u>01-01-2019</u>	<u></u>

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## DEFINITIONS

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The following words and phrases are used throughout this Policy and have specific meaning for purposes of this Policy.

**AGGREGATE ATTACHMENT POINT** means for the Policy Period or any portion of the Policy Period, the amount of Covered Expenses for which the Policyholder is responsible to pay. The Aggregate Attachment Point must be met in each Policy Period and will be determined at the end of each Policy Period.

**AGGREGATE REIMBURSEMENT MAXIMUM** means the limit of Symetra's liability in excess of the Aggregate Attachment Point per Policy Period as shown on the Schedule.

**ALTERNATE INDIVIDUAL DEDUCTIBLE** means the amount shown on the Policy page entitled Excess Loss Alternate Reimbursement Endorsement and is the amount for which the Policyholder is responsible to pay. The Alternate Individual Deductible applies separately to each Covered Unit or Covered Family Unit shown on the Excess Loss Alternate Reimbursement Endorsement.

**ASSOCIATED COMPANY** means an affiliate or subsidiary of the Policyholder as shown on the Schedule.

**CLAIMS ADMINISTRATOR** means a firm or person, selected by the Policyholder, having a written agreement with the Policyholder to process Employee Benefit Plan benefits and provide administrative services.

The term "Claims Administrator" as used in this Policy does not refer to the Plan Administrator used in the Employee Retirement Income Security Act (ERISA) of 1974, as amended, unless the Policyholder has specifically appointed the Claims Administrator as such.

**COVERED EXPENSES** means the eligible charges payable under the terms of the Employee Benefit Plan.

Covered Expenses do not include charges that are:

- a. in excess of or not covered by the express terms of the Policyholder's Employee Benefit Plan Document whether or not such charges were approved by the Plan Administrator or Claims Administrator based upon the exercise of discretion neither arbitrary nor capricious; or
- b. specifically excluded or limited by this Policy, the Policyholder's Schedule, any endorsements or any amendments.

**COVERED FAMILY UNIT** means any eligible individual who becomes covered for benefits under the Employee Benefit Plan and that individual's dependents.

**COVERED UNIT** means any eligible individual who becomes covered for benefits under the Employee Benefit Plan.

**DISCLOSURE STATEMENT** means the written statement from the Policyholder provided to and accepted by Symetra that provides certain underwriting information regarding Covered Units or Covered Family Units.

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## DEFINITIONS (continued)

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**EMPLOYEE BENEFIT PLAN** means the employee welfare benefit plan established by the Policyholder. The Employee Benefit Plan must be defined in written form and be in effect on the Effective Date of the Policyholder's coverage under this Policy. A copy of the Employee Benefit Plan and any amendments must be provided to and approved by Symetra.

**EXCESS LOSS** refers to the coverage provided to the Policyholder by Symetra under this Policy.

**FINAL POLICY PERIOD** means the Policy Period shown on the Schedule that is in effect when coverage is terminated.

**INCURRED** means the date on which services for Covered Expenses were rendered for a Covered Unit or Covered Family Unit according to the terms of the Employee Benefit Plan.

**INDIVIDUAL ADVANTAGE DEDUCTIBLE** means the amount shown on the Schedule for which the Policyholder is responsible to pay. It applies collectively to each Covered Unit or Covered Family Unit for each Policy Period.

**INDIVIDUAL DEDUCTIBLE** means the amount shown on the Schedule for which the Policyholder is responsible to pay. The Individual Deductible applies separately to each Covered Unit or Covered Family Unit for each Policy Period.

**INDIVIDUAL LIFETIME REIMBURSEMENT MAXIMUM** means the limit of Symetra's liability as shown on the Schedule in excess of the Individual Deductible for a Covered Unit or Covered Family Unit during the lifetime of that Covered Unit or Covered Family Unit.

**LARGE CLAIM** means paid or pending Covered Expenses greater than or equal to 50% of the Individual Deductible.

**MATERIAL CHANGE** means a change which may have an economic impact on Symetra's liability under this Policy. Material changes include, but are not limited to, the following:

- a. changes in:
  1. the information disclosed by the Policyholder upon which Symetra's assessment of risk was based;
  2. the Employee Benefit Plan; or
  3. the Claims Administrator;
- b. an increase or decrease of the number of enrolled Covered Units or Covered Family Units by more than 25% from the Enrollment shown on the Schedule;
- c. a merger, acquisition, divestiture or similar transaction involving the Policyholder or an Associated Company.

**NET CLAIM LIMIT** means the maximum amount of Covered Expenses per Covered Unit or Covered Family Unit which accumulates toward the Aggregate Attachment Point for the purposes of calculating the aggregate benefit. The Net Claim Limit is shown on the Schedule.

**PAID CLAIM** means that:

- a. the Covered Expense is adjudicated according to the terms of the Employee Benefit Plan;
- b. a check is written and mailed or electronically deposited directly to the payee within the Policy Period; and
- c. funds are available to honor the check. To be sure that funds are available, they must be on deposit no later than the first working day following the end of the Policy Period.

**POLICY** refers to the terms and provisions of this contract.



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## DEFINITIONS (continued)

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**POLICYHOLDER** means the entity named on the Schedule and to whom this Policy is issued.

**POLICY MONTH** means each calendar month within a Policy Period. If the effective date of this coverage is other than the first day of the calendar month, then the first Policy Month is from the effective date to the last day of the same month.

**POLICY PERIOD** means the period of time shown on the Schedule.

**POTENTIAL LARGE CLAIM** means any Covered Expense included on the list of Potential Large Claims shown in the claims provisions section.

**REIMBURSEMENT PERCENTAGE** means the rate at which Symetra will reimburse the Policyholder as shown on the Schedule.

**RUN-IN LIMIT** means the maximum amount shown on the Schedule paid by the Policyholder for Covered Expenses incurred prior to the Policy Period or during the Run-in Period which will be considered for reimbursement by Symetra.

**RUN-IN PERIOD** means the number of months immediately prior to the Policy Period as shown on the Schedule.

**RUN-OUT LIMIT** means the maximum amount shown on the Schedule paid by the Policyholder during the Run-out Period for Covered Expenses incurred during the Policy Period which will be considered for reimbursement by Symetra.

**RUN-OUT PERIOD** means the number of months immediately following the Policy Period as shown on the Schedule.

**SCHEDULE** means the Excess Loss Insurance Schedule of Benefits that is a part of this Policy.

**TERMINAL RUN-OUT PERIOD** means the number of months immediately following the final Policy Period as shown on the Schedule.

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

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## INDIVIDUAL EXCESS LOSS

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**This benefit applies only if indicated on the Schedule.**

### INDIVIDUAL EXCESS LOSS BENEFIT

Upon acceptance of proof of loss, Symetra will reimburse the Policyholder for payments of Covered Expenses that the Policyholder makes that exceed the Individual Deductible shown on the Schedule for Paid Claims that are:

- a. incurred while the Employee Benefit Plan is in force;
- b. paid for Covered Units or Covered Family Units according to the terms of the Employee Benefit Plan; and
- c. incurred during the Policy Period or during the Run-in Period shown on the Schedule and paid during the Policy Period or during the Run-out Period shown on the Schedule.

Payments for Covered Expenses that are eligible for more than one Policy Period will apply toward the Policy Period in which the Covered Expenses were actually incurred.

Reimbursements will be subject to the Run-in Limit and Run-out Limit shown on the Schedule. The Run-out Period(s) will not apply if the Individual Excess Loss benefit terminates prior to the end of the Policy Period.

The benefit reimbursed by Symetra will be at the Reimbursement Percentage shown on the Schedule and will not exceed the Individual Lifetime Reimbursement Maximum shown on the Schedule.

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## INDIVIDUAL EXCESS LOSS ADVANTAGE PROVISION

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**This provision applies only if indicated on the Schedule.**

Symetra will reimburse the Policyholder for payments of Covered Expenses that the Policyholder makes that exceed the Individual Advantage Deductible shown on the Schedule. The Individual Advantage Deductible applies in addition to the Individual Deductible for Paid Claims that are:

- a. incurred while the Employee Benefit Plan is in force;
- b. in excess of the Individual Deductible shown on the Schedule;
- c. paid for Covered Units or Covered Family Units according to the terms of the Employee Benefit Plan; and
- d. incurred during the Policy Period or during the Run-in Period shown on the Schedule and paid during the Policy Period or during the Run-out Period shown on the Schedule.

Payments for Covered Expenses that are eligible for more than one Policy Period will apply toward the Policy Period in which the Covered Expenses were actually incurred.

Reimbursements will be subject to the Run-in Limit and Run-out Limit shown on the Schedule.

Covered Expenses for more than one Covered Unit or Covered Family Unit may be combined to satisfy the Individual Advantage Deductible.

Covered Expenses that apply toward the Alternate Individual Deductible shown on the Excess Loss Alternate Reimbursement Endorsement will not apply toward the Individual Advantage Deductible.

The benefit reimbursed by Symetra will be at the Reimbursement Percentage shown on the Schedule and will not exceed the Individual Lifetime Reimbursement Maximum shown on the Schedule.

The Individual Advantage Deductible may be applied toward the Aggregate Attachment Point if indicated on the Schedule.

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## INDIVIDUAL EXCESS LOSS TERMINAL PROVISION

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**This provision applies only if indicated on the Schedule.**

If the Individual Excess Loss benefit terminates at the end of the Policy Period, Paid Claims will apply toward the Individual Deductible for the final Policy Period only if they are:

- a. incurred while the Individual Excess Loss benefit is in force or during the Run-in Period subject to the Run-in Limit; and
- b. paid within the final Policy Period or the Terminal Run-out Period shown on the Schedule.

This provision will not apply if the Individual Excess Loss benefit terminates before the end of the Policy Period.

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## INDIVIDUAL EXCESS LOSS EXCLUSIONS AND LIMITATIONS

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The following exclusions and limitations apply to all Individual Excess Loss Provisions.

Symetra will not reimburse the Policyholder for Paid Claims that:

- a. have been reimbursed by another insurance company or reinsurance company;
- b. are incurred after the Policyholder's Individual Excess Loss benefit terminates;
- c. exceed Symetra's Individual Lifetime Reimbursement Maximum as shown on the Schedule;  
or
- d. have been excluded under the terms described in the Excess Loss Alternate Reimbursement Endorsement.

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## **AGGREGATE EXCESS LOSS**

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**This benefit applies only if indicated on the Schedule.**

### **AGGREGATE EXCESS LOSS BENEFIT**

Upon acceptance of proof of loss, Symetra will reimburse the Policyholder for payments of Covered Expenses that the Policyholder makes that exceed the Aggregate Attachment Point for Paid Claims that are:

- a. incurred while the Employee Benefit Plan is in force;
- b. paid for Covered Units or Covered Family Units according to the terms of the Employee Benefit Plan;
- c. incurred during the Policy Period or during the Run-in Period shown on the Schedule and paid during the Policy Period or during the Run-out Period shown on the Schedule; and
- d. not in excess of the Net Claim Limit per Covered Unit or Covered Family Unit.

Payments for Covered Expenses that are eligible for more than one Policy Period will apply toward the Policy Period in which the Covered Expenses are actually incurred.

Reimbursements will be subject to the Run-in Limit and Run-out Limit shown on the Schedule. The Run-out Period(s) will not apply if the Aggregate Excess Loss benefit terminates prior to the end of the Policy Period.

The benefit reimbursed by Symetra will be at the Reimbursement Percentage shown on the Schedule and will not exceed the Aggregate Reimbursement Maximum shown on the Schedule.

### **AGGREGATE ATTACHMENT POINT**

The Aggregate Attachment Point is equal to the greater of:

- a. the sum of the Monthly Aggregate Attachment Points for the Policy Period shown on the Schedule; or
- b. the Minimum Aggregate Attachment Point shown on the Schedule.

If the Aggregate Excess Loss benefit terminates before the end of the Policy Period, the Minimum Aggregate Attachment Point is equal to the greater of:

- a. the sum of the Monthly Aggregate Attachment Points to the date of termination; or
- b. the Minimum Aggregate Attachment Point shown on the Schedule.

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## **AGGREGATE EXCESS LOSS (continued)**

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### **CALCULATION OF MONTHLY AGGREGATE ATTACHMENT POINT**

Each Monthly Aggregate Attachment Point is equal to the sum of the number of Covered Units or Covered Family Units for that month multiplied by the corresponding Monthly Aggregate Attachment Factor(s) shown on the Schedule, and is subject to the modifiers below.

#### **Changes in Enrollment**

The Monthly Aggregate Attachment Point in any Policy Month cannot be less than 95% of the Monthly Aggregate Attachment Point for the immediately preceding Policy Month. If this rule is used to calculate the Monthly Aggregate Attachment Point for a particular Policy Month, this calculated amount will be used as the basis for determining if the rule applies to the following Policy Month.

#### **Renewals**

The number of Covered Units or Covered Family Units used to calculate the Monthly Aggregate Attachment Point in the first month of the second or subsequent Policy Period cannot be less than 95% of the number of reported Covered Units or Covered Family Units 90 days prior to the end of the immediately preceding Policy Period.

#### **Work Interruption**

If any number of the Policyholder's employees are absent from work due to a strike, lockout or work stoppage, the number of Covered Units or Covered Family Units utilized to calculate the Monthly Aggregate Attachment Factor for each Policy Month during the work interruption will remain at the level used for the month preceding the interruption.

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## **AGGREGATE EXCESS LOSS TERMINAL PROVISION**

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**This provision applies only if indicated on the Schedule.**

If the Aggregate Excess Loss benefit terminates at the end of the Policy Period, Paid Claims will apply toward the Aggregate Attachment Point for the final Policy Period only if they are:

- a. incurred while the Aggregate Excess Loss benefit is in force or during the Run-in Period subject to the Run-in Limit; and
- b. paid during the final Policy Period or the Terminal Run-out Period shown on the Schedule.

The Annual Aggregate Attachment Point for the Policy Period will be increased by an amount equal to the average number of Covered Units or Covered Family Units during the last 3 months of the Policy Period multiplied by the terminal factor(s) shown in the Schedule.

This provision will not apply if the Aggregate Excess Loss benefit terminates before the end of the Policy Period.



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## **AGGREGATE EXCESS LOSS MONTHLY AGGREGATE ACCOMMODATION PROVISION**

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**This provision applies only if indicated on the Schedule.**

Symetra will reimburse the Policyholder during the current Policy Period if, at the end of any month during that period, the Net Covered Expenses (defined below) exceed the sum of the Monthly Aggregate Attachment Points for the same period by \$1,000 or more.

Net Covered Expenses means the sum of the payments for Covered Expenses made by the Policyholder:

- a. less Covered Expenses in excess of the Individual Deductible shown on the Schedule; and
- b. less any applicable Monthly Aggregate Accommodation reimbursements made by Symetra.

The Monthly Aggregate Accommodation Provision will not apply during the last month of the Policy Period or during the Run-out Period.

### **OVERPAYMENT BY SYMETRA**

Symetra may, at its option, require repayment of any previous Monthly Aggregate Accommodation reimbursement and may also reduce subsequent Excess Loss reimbursements if at any time during the Policy Period the total of all:

- a. Monthly Aggregate Accommodation reimbursements;
- b. Individual Excess Loss reimbursements; and
- c. Monthly Aggregate Attachment Points;

for the previous Policy Months in that Policy Period exceeds the total Paid Claims for the same Policy Months in that Policy Period.

### **END OF POLICY YEAR RECONCILIATION**

At the end of the Policy Period, any Monthly Aggregate Accommodation reimbursement that exceeds the amount payable under the Aggregate Excess Loss provisions must be repaid within 31 days of written notice from Symetra.

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## **AGGREGATE EXCESS LOSS EXCLUSIONS AND LIMITATIONS**

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**The following exclusions and limitations apply to all Aggregate Excess Loss provisions.**

Symetra will not reimburse the Policyholder for Paid Claims that:

- a. have been reimbursed by another insurance company or reinsurance company;
- b. are incurred after the Policyholder's Aggregate Excess Loss benefit terminates;
- c. have been reimbursed by Symetra under Individual Excess Loss Insurance;
- d. exceed Symetra's Individual Lifetime Reimbursement Maximum or the Aggregate Reimbursement Maximum as shown on the Schedule; or
- e. have been excluded under the terms described in the Excess Loss Alternate Reimbursement Endorsement.

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## GENERAL EXCLUSIONS AND LIMITATIONS

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### **LIMITATIONS ON ELIGIBILITY FOR REIMBURSEMENT UNDER THIS POLICY**

Symetra will not reimburse the Policyholder for Covered Expenses incurred by Covered Units or Covered Family Units that qualify as Potential Large Claims unless disclosed and accepted by Symetra.

In the event of nondisclosure by the Policyholder, Symetra reserves the right to:

- a. change or modify the premium rates, Monthly Aggregate Attachment Factors or Individual Deductible amount(s); or
- b. adjust the terms of the Aggregate and Individual Excess Loss benefit.

Covered Expenses will be limited to those expenses paid in accordance with the express terms of the Employee Benefit Plan. No exercise of discretion by the Plan Administrator or Claims Administrator to pay claims contrary to the express terms of the Employee Benefit Plan will be binding upon Symetra.

### **EXCLUSIONS**

Symetra will not reimburse any loss or expense caused by or resulting from any of the following:

- a. expenses for occupational accidents or illnesses or expenses that the Employee Benefit Plan covers that are covered or eligible for coverage by Workers' Compensation including any payments made by Workers' Compensation carriers as exceptions or payments with no liability concerning Workers' Compensation coverage;
- b. the cost of the administration of claims, payments or other service(s) provided by the Claims Administrator for consulting fees; or
- c. expenses incurred as a result of travel within any foreign country which is covered at the time of the expense by an active U.S. Department of State issued Travel Warning.

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## MATERIAL CHANGES

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### MATERIAL CHANGES

Symetra must be notified of any Material Change ("Change") in writing and provided prior to the effective date of Change(s).

If notice is not received prior to the effective date of Change, Symetra has the right to establish the effective date of the amendment to this Policy that results from the Change.

Upon receipt of a Change, Symetra retains the right to:

- a. accept the Change without revising the Premium Rates, Monthly Aggregate Attachment Factors and coverage terms;
- b. accept the Change and revise the Premium Rates, Monthly Aggregate Attachment Factors and coverage terms as outlined in the Premium Provisions;
- c. not accept the Change but continue to provide coverage and adjudicate claims as if the Change had not occurred; or
- d. terminate this Policy as outlined in the Contract Termination and Renewal provision.

Until Symetra makes a determination regarding notice of a Change in the Employee Benefit Plan which would alter the type or amount of benefits provided or the terms or conditions for eligibility or participation, only Covered Expenses for benefits provided by the most current Symetra approved Employee Benefit Plan will be considered for reimbursement.

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## **CLAIMS PROVISIONS**

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### **EMPLOYEE BENEFIT PLAN'S CLAIMS ADMINISTRATION**

The Policyholder must retain a Claims Administrator at all times. All Claims Administrator(s) must be approved by Symetra. The Claims Administrator performs as the Policyholder's agent and Symetra will not be held liable for any act or omission of the Claims Administrator.

Symetra will only reimburse the Policyholder for claims paid by the Claims Administrator(s).

The Claims Administrator will:

- a. supervise the administration and adjustment of all claims and verify the accuracy and computation of all claims in accordance with the terms of the Employee Benefit Plan;
- b. maintain accurate records of all claim payments;
- c. maintain separate records of expenses not covered; and
- d. provide Symetra with the following data for the preceding Policy Month on or before the 30<sup>th</sup> day of each succeeding Policy Month:
  1. number of Covered Units or Covered Family Units;
  2. notice of claims that reach 50% of the Individual Deductible; and
  3. total amount of claims paid.

### **LARGE CLAIMS AND POTENTIAL LARGE CLAIMS**

#### **Notice of Large Claim**

The Policyholder or the Policyholder's Claims Administrator(s) must notify Symetra in writing within 10 business days of receiving information indicating that Covered Expenses qualify as a Large Claim.

If the Policyholder receives information that any claim may be or become a Large Claim, the Policyholder will immediately notify the Policyholder's Claims Administrator.

#### **Notice of Potential Large Claim**

The Policyholder or the Policyholder's Claims Administrator must notify Symetra of any Potential Large Claim in writing within 10 business days of receiving any information indicating that the claim qualifies as a Potential Large Claim.

If the Policyholder receives information that any claim may be or become a Potential Large Claim, the Policyholder will immediately notify the Policyholder's Claims Administrator.

## CLAIMS PROVISIONS (continued)

### LIST OF POTENTIAL LARGE CLAIMS

Covered Expenses which qualify as Potential Large Claims are listed below. Symetra retains the right to add to or delete from the list of Potential Large Claims with 30 days' written notice to the Policyholder.

<u>ICD-10 Range</u>	<u>Diagnosis</u>	<u>ICD-10 Range</u>	<u>Diagnosis</u>
B19.20-B19.21	Hepatitis C	M15-M19.93	Osteoarthritis
C01-C95.92	Malignant Neoplasms	M31-M36.8	Connective tissue disease
D46-D46.9	Myelodysplastic Syndrome	M45-M48.9	Spondylopathies
D55-D59.9	Hemolytic anemias	M86-M86.69	Osteomyelitis
D61-D61.9	Aplastic anemias	N18.1-N19	Chronic and End Stage Kidney Disease
D66-D68.311	Hemophilia and coagulation defects	P07-P07.39	Premature infants
D80-D89.9	Immunodeficiency disorders	P77-P77.39	Necrotizing Enterocolitis
E75.21-E75.22	Lipidosis, includes Gaucher's Disease	Q03-Q07.9	Congenital anomalies (brain and spine)
E76.01-E76.9	Mucopolysaccharidosis	Q20-Q26.8	Congenital anomalies (heart)
E84-E84.9	Cystic Fibrosis	Q38-Q45.9	Congenital anomalies (gastrointestinal tract)
E88.01	Alpha – 1 – Antitrypsin Deficiency	S02.1-S09.93XS	Head and facial injury
G60-G65.2	Polyneuropathies	S12-S38.3XXS	Neck and trunk injury
G70-G70.9	Myasthenia Gravis	T30-T32.99	Burns
G682.50-G682.54	Paraplegia and Quadriplegia	T81-T86.99	Surgical and medical care complications
I21-I52	Heart and lung disease	Z94.0-Z94.9	Organ or tissue transplants
I60-I67.89	Cerebrovascular disease	Z95-Z95.9	Cardiac and vascular implants/grafts
I71-I72.9	Artery disease and aneurysms	Z95.811	Heart assist device (i.e. VAD)
I80-I82.91	Venous disease	Z95.812	Artificial heart implant
J96-J99	Respiratory failure	Z99.2	Dependence on renal dialysis
K50.01-K70-K76.9	Liver disease		
K50.919	Crohn's disease		
K85-K86.9	Pancreas disease		
M05.2-M06.9	Rheumatoid arthritis		

### ALTERNATIVE CARE

Symetra recognizes that under certain circumstances it may be cost effective to allow alternative care or treatment that is not covered under the Employee Benefit Plan. The Claims Administrator or Symetra may recommend alternative care. If the Policyholder allows such charges to be considered eligible, these charges will also be considered as Covered Expenses under this Policy.

### NOTICE OF EXCESS LOSS CLAIM

#### Aggregate Excess Loss Claim

The Policyholder will submit a written Request for Reimbursement ("Request") for Aggregate Excess Loss Covered Expenses to Symetra within 31 days of the date Covered Expenses have reached the Aggregate Attachment Point.

#### Individual Excess Loss Claim

The Policyholder will submit a written Request for Individual Excess Loss Covered Expenses to Symetra within 31 days of the date the Covered Expenses, with respect to a Covered Unit or Covered Family Unit, have reached the Individual Deductible.

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## **CLAIMS PROVISIONS (continued)**

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### **PROOF OF LOSS**

The Policyholder's failure to submit a written Request within 31 days will not invalidate or reduce any reimbursement if it were not reasonably possible to submit said Request within such time. However, the Request must be submitted as soon as possible but in no event later than 1 year after the date written Request for Reimbursement is first required.

The Policyholder or the Policyholder's Claims Administrator(s) will submit on a timely basis all proofs of loss, reports, and supporting documents that Symetra may require.

All uncontested Requests will be reimbursed within 30 days after receipt of proof of loss, reports and supporting documents that Symetra may require.

### **AUDIT**

Symetra or its duly authorized representative(s), prior to making a reimbursement, will have the right to inspect and audit all of the Policyholder's and the Policyholder's Claims Administrator's records and procedures as well as any other records and procedures that pertain to this Policy. Symetra will also have the right to require proof that payment of Covered Expenses has been made.

### **SUBROGATION**

In the event of any payment(s) of Covered Expenses under the Employee Benefit Plan due to an illness and/or injury to a Covered Unit or Covered Family Unit caused by a third party, the Policyholder may be entitled to a recovery from such third party. Symetra retains the right to pursue any recovery received by the Policyholder and to collect any and all reimbursements made to the Policyholder. In the event Symetra recovers an amount greater than its reimbursement, the excess, reduced by the costs to obtain the recovery, will be returned to the Policyholder. Symetra is entitled to first recovery of payments as an offset to the deductible paid by the Policyholder.

If the Policyholder receives a recovery prior to Symetra reimbursing any Covered Expenses under the Policy, the Policyholder must deduct these payments from any reimbursement request. If the Policyholder receives a recovery after Symetra has made reimbursement for some or all of a particular claim then the Policyholder must reimburse Symetra to the extent of the reimbursement within 30 days.

The obligation of the Policyholder to reimburse Symetra remains regardless of whether the Policy is still in force on the date of recovery. In addition, this provision is applicable even if it is determined the amount of the Covered Unit's or Covered Family Unit's recovery does not fully indemnify or make whole the Covered Unit or Covered Family Unit. The Policyholder's payment to Symetra may be reduced by the reasonable and necessary expenses incurred in recovering from the other party.

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## **SURCHARGES PROVISIONS**

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Symetra will reimburse surcharges required by state statute and/or regulations as Covered Expenses. In order for surcharges to be considered Covered Expenses under the Excess Loss Policy, the provider bills must be for Covered Expenses according to the terms of the Employee Benefit Plan.

### **EXCLUSIONS AND LIMITATIONS**

Symetra will not reimburse any expenses that are:

- a. surcharges made on a per Covered Unit or Covered Family Unit basis; or
- b. penalties or fines assessed by a state against the Policyholder.



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## **PREMIUM PROVISIONS**

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### **PAYMENT OF PREMIUMS**

Premiums for this Policy must be received on or before the Premium Due Date, as shown on the Schedule, by Symetra. Payment of premium will continue Excess Loss coverage only until, but not including, the next Premium Due Date.

If the Policyholder chooses to use any third party to pay premium on its behalf, such third party is the agent of the Policyholder and the Policyholder is responsible for ensuring that the premium is received by Symetra. Symetra will not be held liable for any act or omission of the third party.

### **GRACE PERIOD**

If premium is not received on the Premium Due Date, a 31 day grace period will be granted starting from and including the Premium Due Date. If premium is not received at the end of the 31 days, this Policy will terminate on the last date of coverage for which premium has been paid.

### **CHANGES IN PREMIUM RATES AND MONTHLY AGGREGATE ATTACHMENT FACTORS**

Symetra has the right to establish new Premium Rates and Monthly Aggregate Attachment factors on each Policyholder Anniversary Date.

Symetra will provide the Policyholder a 45 day advance written notice in the event of any change in premium rates or Monthly Aggregate Attachment Factors at renewal.

Symetra has the right to establish new Premium Rates and new Monthly Aggregate Attachment Factors at any time during a Policy Period if:

- a. the number of enrolled Covered Units or Covered Family Units changes by more than 25% from the Enrollment shown on the Schedule;
- b. Symetra discovers an individual who was not disclosed and whom Symetra determines to be an unacceptable risk;
- c. an amendment is made to the Employee Benefit Plan;
- d. a change in the terms of Excess Loss coverage occurs; or
- e. the Policyholder experiences a Material Change as outlined in the Material Change provision.

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## **CONTRACT TERMINATION AND RENEWAL**

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### **TERMINATION BY THE POLICYHOLDER**

The Policyholder may terminate its coverage under this Policy at any time by giving Symetra 31 days' advance written notice.

### **TERMINATION BY SYMETRA**

Symetra may terminate the Policyholder's coverage under this Policy by giving the Policyholder 45 days' written notice. Symetra can only terminate for the following reasons:

- a. the Policyholder fails to comply with a provision of this Policy;
- b. the Policyholder fails to perform the obligations under this Policy in good faith;
- c. the Policyholder is covering fewer than 50 employees;
- d. the Policyholder fails to provide the information required in the Excess Loss Disclosure Statement; or
- e. the Policyholder experiences a Material Change deemed unacceptable by Symetra.

This Policyholder's coverage under this Policy will automatically terminate if:

- a. the Policyholder does not pay all premiums that are due by the end of the Grace Period;
- b. the Policyholder does not pay claims or make available funds to pay claims as required by this Policy;
- c. the Policyholder's Employee Benefit Plan terminates; or
- d. the Policy is terminated by the Policyholder.

### **RENEWAL**

Symetra may refuse to renew the Policyholder's coverage under this Policy by giving the Policyholder 45 days' advance written notice. Otherwise, the coverage under this Policy will automatically renew on each Policyholder's Policy Anniversary Date if the Policyholder continues to pay premiums at the rates set by Symetra.

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## **GENERAL CONTRACT PROVISIONS**

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### **ENTIRE CONTRACT**

This entire contract consists of:

- a. the pages of this Policy, including any amendments or endorsements;
- b. the Policyholder's Acceptance;
- c. the Excess Loss Schedule of Benefits;
- d. the Policyholder's Employee Benefit Plan(s) together with and as qualified by the Plan Approval Notification(s); and
- e. the Disclosure Statement.

### **LIABILITY AND INDEMNIFICATION**

Symetra is not liable for any costs the Policyholder incurs because of any disputes or contested claims under the Employee Benefit Plan. Symetra is not liable for punitive, exemplary or consequential damages. The Policyholder must hold Symetra harmless from damages of any kind which are not caused by Symetra's own acts or omissions.

### **OBLIGATION**

Symetra is acting only as a provider of insurance to the Policyholder. Symetra is not and will not be considered a fiduciary. Symetra assumes no obligations required by the Employee Retirement Income Act (ERISA) of 1974, as amended.

Symetra has no responsibility or obligation to directly reimburse any Covered Unit or Covered Family Unit. This Policy will not create any right or legal relationship between Symetra and any Covered Unit or Covered Family Unit. Symetra's sole obligation under this Policy is to the Policyholder.

### **ASSOCIATED COMPANIES**

Excess Loss Insurance is extended to the Policyholder's Associated Companies listed on the Schedule. Additions and terminations may only be made by amendment to coverage under this Policy. Termination of an Associated Company is treated as termination of coverage for that company only.

### **NOTICE**

For purposes of any notice required under this Policy, notice to the last known Claims Administrator will be considered notice to the Policyholder. Notice to the Policyholder will be considered notice to the Claims Administrator.

### **RECORDS**

The Policyholder must:

- a. keep appropriate records regarding administration of the Employee Benefit Plan;
- b. allow Symetra to review and copy, during normal business hours, all records affecting Symetra's liability; and
- c. ensure that Symetra receives monthly status reports and other data as requested under the Claims Provisions of this Policy.

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## **GENERAL CONTRACT PROVISIONS (continued)**

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### **CLERICAL ERROR**

Clerical error, whether by the Policyholder or Symetra, will not invalidate coverage validly in force or affect coverage validly terminated. Clerical errors should be reported and corrected. Symetra will make appropriate adjustments in the premiums due for claims eligible for reimbursement under this Policy. Refunds and credits are limited to the 12 month period prior to the request for adjustment.

### **LEGAL ACTION**

No legal action may be brought to recover on this Policy within 60 days after written proof of loss has been furnished. No legal action may be brought after 3 years from the time written proof of loss is required to be furnished.

### **AMENDMENTS TO THIS POLICY**

This Policy or the Policyholder's coverage under this Policy may be amended at any time by mutual consent between the parties. Such modification must be by written agreement signed by Symetra's President, Vice President or Secretary. Only these Officers have the authority to modify coverage under this Policy, waive any of Symetra's rights or requirements or make any promise with respect to benefits under this Policy.

### **TAXES**

If premium taxes should be assessed against the Policyholder, with respect to claims paid under the Policyholder's Employee Benefit Plan, the Policyholder shall hold Symetra harmless from any tax liability.

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## MEDICAL CONVERSION PRIVILEGE

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**This benefit applies only if indicated on the Schedule.**

An employee whose coverage under the Employee Benefit Plan ends solely due to termination of employment or change in classification may be eligible for an individual medical conversion policy. A dependent whose coverage under the Employee Benefit Plan ends solely due to loss of dependency status or change in classification may also be eligible.

Eligibility for conversion is determined as follows:

- a. the person must have been covered for medical benefits under the Employee Benefit Plan for at least 3 months;
- b. proof of good health will not be required;
- c. the person must be under the age of 65;
- d. the person must be a resident of the United States;
- e. the person's coverage under the Employee Benefit Plan must end prior to termination of the Policyholder's coverage under this Policy; and
- f. the person must not currently have an individual medical conversion policy issued through Symetra or be covered by or eligible for any other group, individual, employer-based or government major medical policy or plan.

Symetra, or its designee, will issue an individual medical conversion policy subject to the following:

- a. the eligible person must apply for conversion and the application and first premium payment must be received by Symetra or its designated conversion carrier within 31 days after the date coverage under the Employee Benefit Plan terminates;
- b. a then current individual medical conversion policy will be issued at the rate in use on the conversion effective date; and
- c. the effective date of the individual medical conversion policy will be the day after coverage terminates under the Employee Benefit Plan.



Symetra Life Insurance Company  
777 108th Avenue NE, Suite 1200  
Bellevue, Washington 98004-5135

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## POLICYHOLDER ACCEPTANCE

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Policy Number: 16-013831-00

The Policyholder: City of Vancouver

(Legal Name)

has received a Symetra contract (LGC-12000) and has approved and accepted the terms of this contract.

**No reimbursement under this Policy will be paid until such time as this Policyholder Acceptance has been executed and received by Symetra.**

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Name: \_\_\_\_\_  
(Please Print Name of Signatory)

Title: \_\_\_\_\_  
(Please Print)

By: \_\_\_\_\_  
(Signature of Policyholder)

Signed at: \_\_\_\_\_  
(City / State)

On: \_\_\_\_\_  
(Date)

Witness: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_  
(Please Print)

- Instructions to Policyholder:**
- (1) **Sign and return to Symetra.**
  - (2) **Retain copy with your Policy.**



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## INDIVIDUAL EXCESS LOSS ADVANCE FUNDING ENDORSEMENT

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The Policyholder may request Advance Funding for Covered Expenses when all of the following conditions have been met:

- a. the request must be made in writing to Symetra;
- b. the Covered Expenses that apply toward the Individual Deductible shown on the Schedule or the Alternate Individual Deductible for a Covered Unit or Covered Family Unit must be a Paid Claim;
- c. Covered Expenses are adjudicated before the Policy Period ends; and
- d. the minimum request must be \$1,000 per Covered Unit or Covered Family Unit.

In order for Covered Expenses to be eligible for Advance Funding Symetra must receive the requests:

- a. during the Policy Period;
- b. during the Run-out Period; or
- c. within 30 days after the Policy Period or the Run-out Period ends.

Advanced Funds must be used to pay the Covered Expenses within 5 working days after the Policyholder receives the funds. If the funds or any portion of the funds are not used as required within this timeframe, the Policyholder must repay the advanced funds to Symetra within 10 working days after receiving the funds.





Symetra Life Insurance Company  
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Bellevue, WA 98004-5135  
[www.symetra.com](http://www.symetra.com)

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