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Now included with your stop loss policy

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Symetra Life Insurance Company
First Symetra National Life Insurance Company of New York



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- 3 Complete all required fields and click “Register Now.” Watch for an email with your temporary username and password.

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When you log in to this online portal, you’ll be able to:

- **Contact** attorneys specializing in ERISA who can provide confidential, documented responses to your company’s specific questions.
- **Find** answers to commonly asked questions about fiduciary duties, plan administration, ACA, HIPAA, COBRA, correction programs and preparing for a DOL investigation. Search topics like:
 - Form 5500
 - ACA reporting
 - HIPAA compliance
- **Identify** areas of risk within your organization via a comprehensive, interactive compliance assessment.
- **View** online training courses, webinars on fiduciary duties, health plan compliance and proposed law changes, risk management and other compliance issues from subject matter experts.

To learn more, including one-on-one assistance with login and account registration, call Enquiron Client Services at 1-877-568-6655 Monday – Friday, 8 a.m. – 8 p.m. ET.

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Stop loss, filed as the Excess Loss policy, is insured by Symetra Life Insurance Company, 777 108th Ave NE, Suite 1200, Bellevue, WA 98004. In New York, stop loss, filed as the Excess Loss policy, is insured by First Symetra National Life Insurance Company of New York, New York, NY. Mailing address: P.O. Box 34690, Seattle, WA 98124.



Symetra Life Insurance Company

Stop Loss Insurance

POLICY

STOP LOSS INSURANCE POLICY

POLICY SPECIFICATIONS

Policyholder:	City of Port St. Lucie, Florida
Policy Number:	16-010128-000
Policy Effective Date:	October 01, 2021
Premium Due Date:	Premium is due on October 01, 2021 and the first of each month beginning with November 01, 2021.
Policy Anniversary:	October 1 st of each year beginning in 2022.
Governing Jurisdiction:	This Policy is delivered in and governed by the laws of Florida.

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, executed this Policy as of the Policy Effective Date and caused it to be duly countersigned at Bellevue, Washington.

For inquiries, to obtain information about this coverage or for assistance in resolving complaints, please call Symetra Life Insurance Company at 1-800-796-3872.



Margaret Meister
President

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STOP LOSS SCHEDULE OF BENEFITS

A. Policyholder: City of Port St. Lucie, Florida

Policy Number: 16-010128-000

Effective Date of Coverage: October 01, 2021

Policyholder Anniversary Date: October 1st of each year beginning in 2022.

Premium Due Date: Premium is due on the Effective Date of Coverage and the first of each month beginning with November 01, 2021.

Enrollment (at the beginning of the Policy Period):

Composite 1,124

Retiree Coverage: Specific and Aggregate Stop Loss

Retiree Ages Covered: All Retirees

B. This Schedule of Benefits applies to the Policy Period: from October 01, 2021 to September 30, 2022.

C. Specific Stop Loss Insurance:

1. Specific Deductible per Covered Unit: \$275,000.00

2. Covered Expenses:
 Medical and Prescription Drugs, including drugs dispensed by Rx Card, Mail Order and/or administered by a Prescription Benefit Manager (PBM).

3. Symetra's Reimbursement Percentage:
 100% of Covered Expenses in excess of the Specific Deductible.

4. Specific Lifetime Reimbursement Maximum: Unlimited per Covered Unit
 Specific Policy Period Reimbursement Maximum: Unlimited per Covered Unit

5. Premium Rates:
 Covered Units All Eligible Employees
 Composite \$120.15

6. Reimbursement Period:
 Covered Expenses incurred on or after the Policy Effective Date and paid during the Policy Period with:
 Run-in Period beginning: 4/1/1999 Run-in Limit: Unlimited
 Run-out Period ending: 9/30/2022 Run-out Limit: \$0

7. Stop Loss Aggregating Specific:
 Aggregating Specific Deductible: \$168,000.00

STOP LOSS DISCLOSURE STATEMENT

As a condition of the Policyholder's Stop Loss Insurance coverage under the Policy, the Policyholder has provided the information requested below:

- a. All Covered Units or Covered Family Units under the Policy that have any Potential Large Claims (PLCs) above \$125,000.00 incurred in the open policy year identified on the List of PLCs on the second page of this Disclosure Statement.

For the purposes of required disclosure, Symetra has been provided by or on behalf of the Policyholder the reports and other information identified below and on any attached page(s). Symetra has relied upon these reports and other information as true, complete, and accurate:

Claim Files: High-Cost Claims Detail

Run Date: 07/19/2021

Dollar Trigger: 50% Notification

Run Date: 07/19/2021

STOP LOSS DISCLOSURE STATEMENT (CONTINUED)

Potential Large Claims

Potential Large Claims (PLCs) are injuries, diseases, illnesses, diagnoses or other losses of the type which are reasonably likely to result in a significant medical expense, claim or disability.

The following Disclosure Diagnosis List provides examples of some, but not all, types of PLCs.

<u>ICD-10 Range</u>	<u>Diagnosis</u>	<u>ICD-10 Range</u>	<u>Diagnosis</u>
B19.20-B19.21	Hepatitis C	M45-M48.9	Spondylopathies
C01-C95.92	Malignant Neoplasms	M86-M86.69	Osteomyelitis
D46-D46.9	Myelodysplastic Syndrome	N18.1-N19	Chronic and End Stage Kidney Disease
D55-D59.9	Hemolytic anemias		
D61-D61.9	Aplastic anemias		
D66-D68.311	Hemophilia and coagulation defects	P07-P07.39	Premature infant
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-K K70-K76.9	Liver disease		
K50.919	Crohn's disease		
K85-K86.9	Pancreas disease		
M05.2-M06.9	Rheumatoid arthritis		
M15-M19.93	Osteoarthritis		
M31-M36.8	Connective tissue disease		

DEFINITIONS

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 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.

AGGREGATING SPECIFIC DEDUCTIBLE means the amount shown on the Schedule for which Policyholder is responsible to pay when this option is selected. The Aggregating Specific Deductible applies collectively to Covered Expenses in excess of the Specific Deductible of each Covered Unit in the aggregate for each Policy Period.

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

CLAIMS ADMINISTRATOR means a firm or person, selected by Policyholder, having a written agreement with 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 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 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, Policyholder's Schedule, any endorsements or any amendments; provided, however, that Claims determined to be eligible under the Employee Benefit Plan in final and binding external review by an independent review organization (IRO) will also be deemed Covered Expenses under the Policy.

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 reports and other information from Policyholder provided to and accepted by Symetra that provides certain underwriting information regarding Covered Units or Covered Family Units.

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

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 according to the terms of the Employee Benefit Plan.

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 Policyholder upon which Symetra's assessment of risk was based;
 2. the Employee Benefit Plan;
 3. the Claims Administrator or PBM; or
 4. the Provider Network; or
 5. the Claims Administrator's or PBM's claim paying system or payment practices that cause a variation of 30 or more days in the most recent 3 month average of claim processing time, as indicated by a claim average turnaround service report.
- b. a merger, acquisition, divestiture or similar transaction involving Policyholder or an Associated Company; or
- c. 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.

NET CLAIM LIMIT means the maximum amount of Covered Expenses per Covered 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.

PHARMACY BENEFIT MANAGER (PBM) means the third-party administrator of prescription-drug benefits offered under the Employee Benefit Plan, as shown on the Schedule.

POLICY refers to the terms and provisions of this contract.

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 paid or pending Covered Expenses greater than or equal to 50% of the Specific Deductible.

PROVIDER NETWORK means a Preferred Provider Organization (PPO), Exclusive Provider Organization (EPO), Point of Service Plan (POS), self-funded Health Maintenance Organization (HMO), or any managed care network offered under the Employee Benefit Plan, as shown on the Schedule.

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

RELIABLE EVIDENCE means only published reports and articles in the authoritative medical and scientific literature, the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device, medical treatment or procedure or the written informed consent used by the treating facility or by another facility studying substantially the same drug, device, medical treatment or procedure.

RUN-IN LIMIT means the maximum amount shown on the Schedule paid by 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 time period immediately prior to the Policy Period as shown on the Schedule.

RUN-OUT LIMIT means the maximum amount shown on the Schedule paid by 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 time period immediately following the Policy Period as shown on the Schedule.

SCHEDULE means the Stop Loss Schedule of Benefits.

SPECIFIC DEDUCTIBLE means the amount shown on the Schedule for which Policyholder is responsible to pay. The Specific Deductible applies separately to each Covered Unit for each Policy Period.

SPECIFIC LIFETIME REIMBURSEMENT MAXIMUM means the limit of Symetra's liability as shown on the Schedule in excess of the Specific Deductible for a Covered Unit during the lifetime of that Covered Unit.

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.

SPECIFIC STOP LOSS

SPECIFIC STOP LOSS BENEFIT

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

- a. incurred while the Employee Benefit Plan is in force;
- b. paid for Covered Unit 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 Specific Stop 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 Specific Lifetime Reimbursement Maximum shown on the Schedule.

STOP LOSS AGGREGATING SPECIFIC PROVISION

Upon acceptance of Proof of Loss, Symetra will reimburse Policyholder for payments of Covered Expenses that Policyholder makes that exceed the Aggregating Specific Deductible shown on the Schedule. The Aggregating Specific Deductible applies in addition to the Specific Deductible for Paid Claims that are:

- a. incurred while the Employee Benefit Plan is in force;
- b. in excess of the Specific 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 may be combined to satisfy the Aggregating Specific Deductible.

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

The Aggregating Specific Deductible may be applied toward the Aggregate Attachment Point if indicated on the Schedule.

SPECIFIC STOP LOSS EXCLUSIONS AND LIMITATIONS

Symetra will not reimburse Policyholder for Paid Claims that:

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

AGGREGATE STOP LOSS

AGGREGATE STOP LOSS BENEFIT

Upon acceptance of proof of loss, Symetra will reimburse Policyholder for payments of Covered Expenses that 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 Unit 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.

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 Stop 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 Stop 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.

CALCULATION OF MONTHLY AGGREGATE ATTACHMENT POINT

Each Monthly Aggregate Attachment Point is equal to the sum of the number of Covered Units for that Policy Month multiplied by the corresponding Monthly Aggregate Attachment Factor(s) shown on the Schedule. If, in any Policy Month, the calculated Monthly Aggregate Attachment Point represents a decrease of more than 5% from the previous Policy Month's calculation, the Monthly Aggregate Attachment Point for the current Policy Month will be set to 95% of that for the preceding Policy Month.

Renewals

The number of Covered 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 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.

AGGREGATE STOP LOSS EXCLUSIONS AND LIMITATIONS

Symetra will not reimburse Policyholder for Paid Claims that:

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

GENERAL EXCLUSIONS AND LIMITATIONS

LIMITATIONS ON ELIGIBILITY FOR REIMBURSEMENT UNDER THIS POLICY

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

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

- a. change or modify the premium rates, Monthly Aggregate Attachment Factors or Specific Deductible amount(s); or
- b. adjust the terms of the Aggregate and Specific Stop 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. the cost of the administration of claims, consulting or other service(s) provided by the Claims Administrator or other third parties, except third party provided PPO repricing, audit, case management and comparable cost containment fees directly related to a specific claim; or
- b. 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.

MATERIAL CHANGES

MATERIAL CHANGES

Symetra must be notified of any Material Change ("Change") in writing and provided this notice 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.

CLAIMS PROVISIONS

EMPLOYEE BENEFIT PLAN'S CLAIMS ADMINISTRATION

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

Symetra will only reimburse 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; and
- c. maintain separate records of expenses not covered; and
- d. provide Symetra with the following aggregate data for the preceding Policy Month on or before the last business day of each succeeding Policy Month:
 - 1. number of Covered Units or Covered Family Units;
 - 2. notice of claims that reach 50% of the Specific Deductible; and
 - 3. total amount of claims paid; and
- e. provide Symetra notice of Potential Large Claims upon receipt of such information, which notice will include:
 - 1. Covered Unit's name or unique identifier
 - 2. diagnosis, and
 - 3. total amount of Paid Claims year to date for Policy Period.

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 Policyholder allows such charges to be considered eligible and Symetra agrees, these charges shall also be considered as Covered Expenses under this Policy.

NOTICE OF STOP LOSS CLAIM

Aggregate Stop Loss Claim

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

Specific Stop Loss Claim

Policyholder will submit a written Request for Reimbursement ("Request") for Specific Stop Loss Covered Expenses to Symetra within 31 days of the date the Covered Expenses, with respect to a Covered Unit, have reached the Specific Deductible.

Notice of Potential Large Claim

Failure of the Policyholder Claims Administrator(s) to furnish Notice of Potential Large Claim(s) will not invalidate or reduce the claim if it was not reasonably possible to give such notice.

PROOF OF LOSS

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 12 months after the last date of the Policy Period then in effect.

Policyholder or 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 31 days after receipt of proof of loss, reports and supporting documents that Symetra may require.

EXCEPTION REQUESTS – DISPUTED PLAN CLAIMS

Employee Benefit Plan claims in dispute based on provider charges or claims pending and under IRO review (“Disputed Claims”) at the end of the Policy Period will continue to be considered for coverage, provided:

Symetra must be notified of such Disputed Claims immediately but no later than 15 days of the date the Policyholder was notified of same; and Disputed Claims must be resolved and a Request submitted within 12 months of the end of the Policy Period in which the claim was incurred.

If resolution of a Disputed Claim results in Employee Benefit Plan payments of otherwise Covered Expenses in excess of the Employee Benefit Plan payment terms and the provisions of this Policy (“Additional Payments”), Symetra’s reimbursement of such Additional Payments (other than Additional Payments as a result of IRO review) will be at its sole discretion on an exception basis and such Additional Payments will be considered part of the Policy period under which the claim was initially Paid.

AUDIT

Prior to making a reimbursement, Symetra will have the right to inspect and audit all of Policyholder’s records and procedures that pertain to this Policy and, subject to the reasonable audit terms and conditions of the agreement between Policyholder and its Claims Administrator(s), all records and procedures of such Claims Administrator(s) that pertain to this Policy. Symetra shall provide reasonable advance written notice of its intention to inspect and audit any such records and procedures, and may exercise this right through its duly authorized representative.

Symetra will also have the right to require proof that payment of Covered Expenses has been made.

OFFSET

We have the right to offset/recoup from any benefit payable to Policyholder under this Policy any premium, refund or repayment Policyholder owes to Symetra that has not been paid. Symetra’s right of offset/recoupment does not impair Symetra’s right to terminate this Policy for non-payment of premium under the Termination provisions of this Policy.

RIGHT OF REIMBURSEMENT

Any payment(s) of Covered Expenses under the Employee Benefit Plan which are reimbursed by, or payable by other insurance companies, reinsurers, Pharmacy Benefit Managers or third parties may not be used to meet any Deductible under this Policy.

If Symetra reimburses Policyholder for amounts that are later recovered from another party, the amount recovered must be refunded by Policyholder to Symetra to the extent of any Paid Claims under this Policy. Any repayment amount you owe Symetra must be refunded to us regardless of termination of this Policy.

Should there be an overpayment made to Policyholder due to clerical or other error, the overpayment must be refunded.

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 caused by a third party, Policyholder may be entitled to a recovery from such third party. Symetra is entitled to first recovery of such payments as an offset to any reimbursement of Covered Expenses under the Policy. Symetra retains the right to pursue any recovery received by Policyholder and to collect any and all reimbursements made to Policyholder. In the event Symetra recovers an amount greater than its reimbursements under the Policy, the excess, reduced by the costs to obtain the recovery, will be returned to Policyholder.

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

The obligation of 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 recovery does not fully indemnify or make whole the Covered Unit. Policyholder payment to Symetra may be reduced by the reasonable and necessary expenses incurred in recovering from the other party.

SPECIFIC STOP LOSS ADVANCE FUNDING

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 for a Covered Unit that are eligible for reimbursement 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.

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

SURCHARGES PROVISIONS

Symetra will reimburse surcharges required by state statute and/or regulations. In order for surcharges to be considered Covered Expenses under the Stop 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 basis; or
- b. penalties or fines assessed by a state against Policyholder.

PREMIUM PROVISIONS

PAYMENT OF PREMIUMS

Premiums for this Policy must be received on or before the Premium Due Date, as shown on the Schedule, by Symetra

If Policyholder chooses to use any third party to pay premium on its behalf (Premium Remitter), such third party is the agent of Policyholder and 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 you have not given written notice to us before the Premium Due Date to terminate coverage under this Policy, a grace period of 31 days will be given in which to pay the premium then due. Coverage will continue in force during this grace period. If the Premium is not paid before the end of the grace period, coverage will cease on the last day of the grace period and you will be liable to us for any unpaid Premium for the time coverage was in force.

If, before the end of the grace period, you give written notice to us that coverage is to be terminated, coverage will terminate on the later of the date contained in the notice or the date such notice is received by us. A pro rata Premium will be due for the period between the date the Premium was due and the date coverage ends.

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 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 Stop Loss coverage occurs; or
- e. Policyholder experiences a Material Change as outlined in the Material Change provision.

RENEWAL RATING PROVISION

Symetra reserves the right to modify the renewal Premium Rates and/or Monthly Aggregate Attachment Factors for a Policy Period if the average Paid Claims for the last 2 Policy Months of the immediately preceding Policy Period exceeds 125% of the average Paid Claims for all prior Policy Months in that preceding Policy Period.

CONTRACT TERMINATION AND RENEWAL

TERMINATION BY POLICYHOLDER

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

- a. Policyholder fails to comply with a provision of this Policy;
- b. Policyholder fails to perform the obligations under this Policy in good faith;
- c. Policyholder is covering fewer than 100 Covered Units;
- d. Policyholder fails to provide information as required in the Stop Loss Disclosure Statement; or
- e. Policyholder experiences a Material Change deemed unacceptable by Symetra.

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

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

RENEWAL

At the end of the Policy Period, this Policy may be renewed unless subject to termination in accordance with its Termination Provisions. Symetra will provide 45 days advance written notice to Policyholder in the event of non-renewal. Otherwise, the coverage under this Policy will renew on the Policy Anniversary Date if Policyholder continues to pay premiums at the rates and terms set by Symetra in the revised Schedule for such renewal term.

GENERAL CONTRACT PROVISIONS

ENTIRE CONTRACT

This entire contract consists of:

- a. the pages of this Policy, including any amendments or endorsements;
- b. the Policyholder Acceptance;
- c. the Stop Loss Schedule of Benefits; and
- d. Policyholder's Employee Benefit Plan(s) together with and as qualified by the plan approval notification(s).

LIABILITY AND INDEMNIFICATION

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

PREMIUM TAXES AND STATE ASSESSMENTS

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

OBLIGATION

Symetra is acting only as a provider of insurance to 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. This Policy will not create any right or legal relationship between Symetra and any Covered Unit. Symetra's sole obligation under this Policy is to Policyholder.

ASSOCIATED COMPANIES

Stop Loss Insurance is extended to Policyholder's Associated Companies listed on the Schedule. Additions and terminations of Associated Companies may only be made in accordance with the Amendments and Termination provisions, respectively, of 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 Policyholder. Notice to Policyholder will be considered notice to the Claims Administrator.

RECORDS

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.

CLERICAL ERROR

Clerical error, whether by 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 6 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 5 years from the time written proof of loss is required to be furnished.

AMENDMENTS TO THIS POLICY

This Policy or 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. 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.

POLICYHOLDER ACCEPTANCE

Policy Number: **16-010128-000**

Policyholder: **City of Port St. Lucie, Florida**
(Legal Name)

has received a Symetra contract ELC-24000 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

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Name: _____
(Please Print Name of Signatory)

Title: _____
(Please Print)

By: _____
(Signature of Policyholder)

Agent: _____
(Signature and License Number of Agent)

Signed at: _____
(City / State)

On: _____
(Date)

COVID-19 SPECIFIC DEDUCTIBLE STEP-DOWN ENDORSEMENT

Symetra and City of Port St. Lucie, Florida agree that this endorsement is effective October 01, 2021 for the Policy Period from October 01, 2021 to September 30, 2022.

In consideration for the premium shown in the Stop Loss Schedule of Benefits, the Stop Loss Insurance Policy (the "Policy") will be revised to include this COVID-19 Specific Deductible Step-Down Endorsement.

If you submit a Specific Stop Loss Claim for Covered Expenses incurred by a Covered Unit who has received a COVID-19 Diagnosis that resulted in an inpatient hospitalization, Symetra will reduce the Specific Deductible for the Covered Unit by \$3,000 for the first claim during the Policy Period that involves COVID-19-related Covered Expenses incurred by the Covered Unit.

COVID-19 Diagnosis means: A primary COVID-19 diagnosis for a Covered Unit that has been made by a licensed physician and has been assigned an ICD (International Classification of Diseases) 10 Code that indicates a diagnosis of COVID-19.

All other provisions of the Stop Loss Insurance Policy remain unaffected by this Endorsement.

City of Port St. Lucie, Florida

Symetra Life Insurance Company



By: _____
(Signature of Policyholder)

By: Margaret Meister
President

Title: _____

Registrar: Maranda Willis

Date: _____

Date: September 21, 2021

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



Symetra Life Insurance Company
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