

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

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

Stop Loss Policy

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

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

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

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

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding, or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance with the Department of Regulatory Agencies.

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



Assistant Secretary

Edward P. Potanka, Assistant Secretary

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Definitions

Actual Attachment Point

Actual Attachment Point means the amount of Actual Claim Payments above which aggregate stop loss benefits are payable.

The Actual Attachment Point is determined at the end of the Policy Year and is the greater of: (1) the sum of all Policy Months in the Policy Year of the number of Covered Persons enrolled during each Lagged Month in each product and plan design in the Benefit Plan multiplied by the Monthly Attachment Factors for that Policy Month; or (2) the sum of the Minimum Attachment Point for each Policy Month.

For those policies with Run-Out coverage, in the year of termination the Actual Attachment Point is the sum of the product as calculated in accordance with the above paragraph plus the Run-Out Period Attachment Point.

Actual Claim Payment

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

Aggregate Individual Stop Loss Limit

Aggregate Individual Stop Loss Limit means the limit that must be met before benefits are payable for Aggregate Stop Loss coverage.

Aggregate Stop Loss Benefit Percentage Payable

Aggregate Stop Loss Benefit Percentage Payable means the percentage of Covered Expenses payable to the Policyholder once the Actual Attachment Point has been reached.

Become Due

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

Benefit Plan or Plan

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

Cigna's Maximum Liability

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

Claim Administrator

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

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Corridor Factor

Corridor Factor means the risk retained by the Policyholder on Aggregate Stop Loss coverage. It is expressed as a percentage of Expected Paid Claims and is specified on the Schedule of Insurance.

Covered Expenses

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

Covered Person

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

Effective Date

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

Expected Paid Claims

Expected Paid Claims means the projected claims at the time of the presale or renewal quote to be paid for all Covered Persons during the Policy Year.

High Risk Individual

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

Incurred

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

Individual Stop Loss Limit

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

Individual Stop Loss Limit for High Risk Individuals

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

Individual Stop Loss Benefit Percentage Payable

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

Lagged Month

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Lagged Month is defined on the Schedule of Insurance as either the same as the current Policy Month or as the Policy Month one or more months prior to the corresponding Policy Month. In the event the Lagged Month refers to a month prior to the Effective Date of the policy, the Lagged Month is defined as the first Policy Month.

Minimum Attachment Exposure

Minimum Attachment Exposure is the greater of the number of Covered Persons enrolled during the Minimum Attachment Lagged Month in each product and plan design in the Benefit Plan; or the original estimated number of Covered Persons at the time of underwriting.

Minimum Attachment Lagged Month

Minimum Attachment Lagged Month is defined on the Schedule of Insurance as either the same as the Policy Year's first Policy Month or one or more months prior to the Policy Year's first Policy Month. In the event the Minimum Attachment Lagged Month refers to a month prior to the Effective Date of the policy, the Minimum Attachment Lagged Month is defined as the Policy Year's first Policy Month.

Minimum Attachment Percentage

The Minimum Attachment Percentage is used in computing the Minimum Attachment Point, and if applicable, the Minimum Run-Out Period Attachment Point. This percentage is shown on Schedule of Insurance.

Minimum Attachment Point

The Minimum Attachment Point is either not applicable (in which case it is assumed to have a value of zero in any calculation), or for each Policy Month and for each product and plan design, it is equal to the Minimum Attachment Percentage multiplied by the Minimum Attachment Exposure multiplied by Monthly Attachment Factors for the Policy Month.

Minimum Run-Out Period Attachment Point

The Minimum Run-Out Period Attachment Point is the Minimum Attachment Percentage multiplied by the Minimum Attachment Exposure multiplied by the sum of the Terminal Attachment Factors for each month as shown on the Schedule of Insurance under Terminal Attachment Factors.

Monthly Attachment Factor

Monthly Attachment Factor is a factor assigned to this policy to be used to calculate the Actual Attachment Point and Minimum Attachment Point, as applicable. This factor is shown on the Schedule of Insurance.

Policy Month

Policy Month means a calendar month during a Policy Year.

Policy Quarter

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

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Policy Year

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

Renewal Date

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

Run-In Coverage

Run-In Coverage is the term used for a first year policy in which claims Incurred under a prior Carrier plan but paid on or after the Cigna policy Effective Date are accumulated under the new stop loss policy.

Run-Out Period

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

Run-Out Period Attachment Point

Run-Out Period Attachment Point is the greater of the Minimum Run-Out Period Attachment Point or the sum of each product in the Benefit Plan and each month (as shown on the Schedule of Insurance under Terminal Attachment Factors) of the Terminal Attachment Factor multiplied by the number of Covered Persons enrolled during the respective Lagged Month for that month.

Terminal Attachment Factor

Terminal Attachment Factor is a factor assigned to this policy to be used to calculate the Run-Out Period Attachment Point and the Minimum Run-Out Period Attachment Point. This factor is shown on the Schedule of Insurance.

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Benefit Provisions

Individual Stop Loss Coverage

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

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

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

Other

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

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

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Aggregate Stop Loss Coverage

In consideration of payment of the Aggregate Stop Loss premium by the Policyholder, Cigna shall reimburse the Policyholder for Covered Expenses for the Policy Year that are in excess of the Actual Attachment Point. The amount of reimbursement will be calculated by multiplying the amount of Covered Expenses in excess of the Actual Attachment Point times the Aggregate Stop Loss Benefit Percentage Payable, subject to Cigna's Maximum Liability specified on the Schedule of Insurance.

If there is an amount due to Cigna by the Policyholder, then Cigna may debit the Policyholder's account, or the Policyholder shall pay Cigna said amount within 30 days of receiving a written request therefore.

Covered Expenses paid by the Policyholder in excess of the Aggregate Individual Stop Loss Limit are excluded prior to determining if the Actual Attachment Point is reached.

For the purpose of this calculation, amounts between the Aggregate Individual Stop Loss Limit and the Individual Stop Loss Limit for High Risk Individuals are also excluded.

The above payments, reimbursements and credits made by Cigna to the Policyholder are subject to Cigna's Maximum Liability specified on the Schedule of Insurance.

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

Other

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

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

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Policyholder Duties

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

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5. for any and all Covered Persons whose Covered Expenses meet or exceed the Individual Stop Loss Limit during the Policy Year, the following information must be supplied for claim adjudication under this policy. This information must be presented to Cigna within 60 days of the end of the month in which the Covered Person exceeded the Individual Stop Loss Limit:
 - a. claim copies and all documentation relating to outside bill reviews/negotiations for hospital and provider bills greater than 50% of the Individual Stop Loss Limit;
 - b. copies of any and all documentation relating to the Benefit Plan's subrogation interests, if applicable;
 - c. detailed claim reports and check information if explanation of benefits (EOBs) are not available;
 - d. itemized bills for any claims or charges equal to or greater than 50% of the Individual Stop Loss Limit;
 - e. an enrollment form or eligibility screen; and
 - f. coordination of benefits (COB) information.

- D. The Policyholder will reimburse Cigna for any Actual Claim Payments subsequently repaid, refunded, rebated or owed to the Policyholder by any party.

- E. The Policyholder will furnish additional information or documentation as reasonably requested by Cigna.

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Exclusions

Covered Expenses under this policy do not include the following:

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

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Omission, Concealment or Misrepresentation of Fact

The Policyholder understands that the completeness, inclusiveness and accuracy of all underwriting information provided to Cigna by the Policyholder was relied upon in the decision to issue and/or renew this policy. This includes any information volunteered by the Policyholder at initial quote or prior to a renewal, any information provided in response to a request by Cigna, and any personal health statements filled out by the Covered Persons. Cigna reserves the right to terminate this policy or re-underwrite this coverage and its terms (including but not limited to resetting the premium rates, Individual Stop Loss Limit, coverage maximums, Monthly Attachment Factors and/or the Minimum Attachment Point) if: 1) Cigna determines that any relevant information has been omitted and/or concealed; 2) Cigna determines that any fact(s) have been misrepresented, thus, impacting the assessment of the risk. Any such action by Cigna may be retroactive to the beginning of the Policy Year and will be reasonable in relation to the nature of the omission, concealment, or misrepresentation.

Subrogation and Acts of Third Parties

Applicability

Where allowed by law, this section will apply:

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

Policyholder Obligations

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

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

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Privacy of Information

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

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

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Premiums

Premium Payments

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

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

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

Grace Period

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

Premium Refund

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

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Right to Change Terms of Coverage

Cigna reserves the right to change any of the terms shown on the Schedule of Insurance including but not limited to the Individual Stop Loss Limits, the Monthly Attachment Factors, the Terminal Attachment Factors, Minimum Attachment Point and/or premium rates under the following circumstances:

1. In the event the total number of Covered Persons at the beginning of the Policy Year or at any time during the Policy Year differs more than 10% from the original estimated enrollment, such change to become effective on the first day of any month following the fluctuation.
2. In the event enrollment in any covered Plan at the beginning of the Policy Year or at any time during the Policy Year differs more than 10% from the original estimated enrollment, such change to become effective on the first day of any month following the fluctuation.
3. In the event of material changes in the Benefit Plan or changes in legislation or regulation, Cigna may revise the premium rates with the revision to become effective on the date such changes are effective.
4. In the event of the addition of a subsidiary, operation or class of Covered Persons not previously covered under the Benefit Plan and approved by Cigna, which approval shall not be unreasonably withheld, Cigna may revise the premium rates with the revision to become effective on the date such addition is effective.
5. In the event of the termination of a subsidiary, operation or class of Covered Persons covered under this policy, Cigna may revise the premium rates with the revision to become effective on the date such termination is effective.
6. On any policy anniversary, subject to advance written notice of at least 31 days.
7. In the event of an omission, concealment or misrepresentation of material fact, as described in Omission, Concealment or Misrepresentation of Fact section, such change to become retroactively to the first day of the affected Policy Year.

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

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Termination

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

1. At the end of the grace period if the premium is not paid.
2. Upon mutual consent by the parties, on the date the parties agree to terminate.
3. On the premium due date following 31 days after the mailing of written notification of termination by Cigna or the Policyholder.
4. On the date of termination of the Benefit Plan.
5. If any state or other jurisdiction enacts a law which prohibits the continuance of this policy, or the existing law is interpreted to so prohibit the continuance of this policy, as reasonably determined by Cigna, the policy shall terminate automatically as to such time or jurisdiction on the effective date of such law or interpretation.
6. Immediately upon written notice to the Policyholder of the discovery of the Policyholder's failure to comply with any material term of the policy.
7. Immediately upon written notice to the Policyholder if Cigna reasonably determines that the Policyholder has ceased or failed to sufficiently fund its account established to fund benefit payments under the Plan.

This policy may also be terminated by Cigna as follows:

1. Retroactively to the Policy Effective Date or the latest Renewal Date as applicable, upon written notice to the Policyholder, if Cigna determines that any of the information has omitted, concealed or misrepresented any fact which Cigna determines to have had a material effect on Cigna's assessment of the risk.
2. On the next premium due date, at Cigna's option, if Cigna determines that Actual Claim Payments are not being made in accordance with the provisions of the Benefit Plan, subject to advance written notice of at least 45 days.
3. On the effective date of a change in the Benefit Plan which is not approved by Cigna. Cigna will give the Policyholder written notice within 31 days after receipt of a copy of such change, if the Policyholder notifies Cigna within sufficient time to allow compliance with this notice requirement.
4. On the effective date of any change in Claim Administrator which is not approved by Cigna. Cigna will give the Policyholder written notice within 31 days after receipt of notification of such change, if the Policyholder notifies Cigna within sufficient time to allow compliance with this notice requirement.

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

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

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General Provisions

Notice

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

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

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

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

Entire Contract

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

Enforceability

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

Clerical Error

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

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

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Examination and Maintenance of Records

If Cigna is not the Claim Administrator:

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

Dispute Resolution

It is understood and agreed that any dispute, controversy or question arising from or relating to the performance or interpretation of this policy, the breach thereof, or the subject matter thereof (controversy) shall be resolved exclusively pursuant to the following mandatory Dispute Resolution procedures, provided however that the Policyholder may not initiate any dispute resolution relating to a claim under this policy fewer than 60 calendar days or more than three years after due proof of such claim is furnished to Cigna:

1. Any controversy between the parties arising shall first be referred for executive review. The disputing party shall initiate executive review by giving the other party written notice of the controversy, and shall specifically request executive review of said controversy in such notice. Within 20 calendar days of any party's written request for executive review, the receiving party shall submit a written response. Both the notice and response shall include a statement of each party's position and a summary of the evidence and arguments supporting its position. Within 30 calendar days of any party's request for executive review, an executive level employee of each party shall be designated by the party to meet and confer with his/her counterpart to attempt to resolve the controversy.
2. In the event that a controversy has not been resolved within 35 calendar days of the request of executive review under Section 1 above, the disputing party shall initiate mediation by providing written notice to the other party, which shall be conducted in such location or locations determined by the mediator in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Mediation. Each party shall assume its own costs and attorney fees, and the compensation and expenses of the mediator and any administrative fees or costs shall be borne equally by the parties.

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3. In the event that a controversy has not been resolved within 60 calendar days of the request for mediation under Section 2 above, the controversy shall be settled exclusively by binding arbitration. The arbitration shall be conducted in such location or locations determined by the arbitrator in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration, and which to the extent of the subject matter of the arbitration, shall be binding not only on all parties to the agreement, but on any other entity controlled by, in control of or under common control with the party to the extent that such affiliate joins in the arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall assume its own costs and attorney fees, and the compensation and expenses of the mediator and any administrative fees or costs shall be borne equally by the parties. The decision of the arbitrator shall be final, conclusive and binding, and no action at law or in equity may be instituted by either party other than to enforce the award of the arbitrator.

This provision shall survive the termination of this policy.

Plan Changes

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

Subcontracting

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

Assignment

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

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

Offset

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

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Schedule of Insurance

Coverage Information

| | |
|---------------------------------------|---------------------|
| Policyholder: | Town of Castle Rock |
| Policy Number: | 3343790 |
| Effective Date: | January 01, 2021 |
| Issue Date: | October 01, 2020 |
| Next Renewal Date: | January 01, 2022 |
| State or other Jurisdiction of Issue: | Colorado |

Notices

For the purpose of any notices required under this policy, such notices should be sent to the addresses shown below:

Cigna Health and Life Insurance Company
900 Cottage Grove Road, Hartford, CT 06152
Attn: Stop Loss Unit

Town of Castle Rock
100 N. Wilcox Street
Castle Rock, CO 80104
Attn: Lauren Welch
lwelch@crgov.com

Notice to Policyholder - ADDITIONAL PROGRAMS – Cigna may, from time to time, offer or arrange for various entities to offer discounts, benefits, services or other consideration to the Policyholder’s employees for the purpose of promoting their general health and well-being. For details about these programs, contact Cigna. Any such consideration shall be provided by Cigna in connection with its administrative services agreement for the administration of the Policyholder’s self-insured Plan and shall not be considered a benefit of this policy nor create any relationship between Cigna and the Policyholder’s employees with respect to this policy.

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Individual Stop Loss Coverage

Policy Year: January 01, 2021 to December 31, 2021

Covered Expenses: Claims that are Incurred between January 01, 2020 and December 31, 2021 and that Become Due between January 01, 2021 and December 31, 2021

Monthly Premium Rates:
For each covered employee \$244.19

Renewal Planner:
In consideration of additional premium paid, Cigna agrees that the Policyholder may renew Individual Stop Loss coverage at the next Renewal Date at rates determined in accordance with the following terms:

1. The premium rate for Individual Stop Loss will be increased by the sum of medical trend at the next renewal.
2. The Individual Stop Loss Limit must increase by 10% from the current Individual Stop Loss Limit of \$100,000.00.
3. No Covered Persons will be added to the list of High Risk Individuals already on the Schedule page.

This Renewal Planner agreement will apply provided that none of the circumstances set forth in items 1 through 5 and item 7 of the Rights to Change Terms of Coverage section have occurred during the Policy Year or the Policy Year beginning on January 01, 2022.

The premium paid for this provision is nonrefundable if the Policyholder chooses not to renew the Individual Stop Loss coverage with Cigna.

Individual Stop Loss Benefit Percentage Payable: 100%

Individual Stop Loss Limit: \$100,000.00

The following Covered Persons have been identified as High Risk Individuals and shall be subject to the Individual Stop Loss Limit as specified below:

High Risk Individuals None

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Benefit Plans Included Under Run-In Coverage:

Benefit Plan Coverages Insured by Individual Stop Loss when Covered Expenses are Incurred up to 12 months before the Effective Date and Become Due during the first Policy Year:

| <u>Carrier</u> | <u>Product</u> |
|----------------|--------------------|
| Aetna | Medical & Pharmacy |

Cigna's Maximum Liability for claims Incurred prior to the Effective Date of coverage will be Unlimited

Benefit Plans Covered by Individual Stop Loss Coverage:

| <u>Claim Administrator</u> | <u>Product</u> |
|----------------------------|---------------------------------------|
| Cigna | LocalPlus Plan |
| Cigna | Mental Health/Substance Use Disorders |
| Cigna | Open Access Plus Plan |
| Cigna | Pharmacy Expense |

Cigna's Maximum Liability per individual: Will be the individual maximum, if any, as set forth in the Benefit Plan less the Individual Stop Loss Limit

Additional exclusions from Individual Stop Loss coverage under this policy:

- Expenses resulting from fixed, per person, per period charges (fixed charges), if any, i.e., contractually determined periodic payments to certain providers based on the number of Plan participants entitled to receive services from the provider, in return for which, such providers furnish certain agreed-upon services to Plan participants.
- All Retirees

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Aggregate Stop Loss Coverage

Policy Year: January 01, 2021 to December 31, 2021

Covered Expenses: Claims that are Incurred between January 01, 2020 and December 31, 2021 and that Become Due between January 01, 2021 and December 31, 2021

For purposes of Aggregate Stop Loss, amounts attributable to claim base state surcharges, covered lives assessment and cost containment fees, as applicable, shall not be considered to be an excluded expenses of the Policyholder or Claim Administrator and as such shall be considered Covered Expenses.

Monthly Premium Rates:

For each covered employee \$5.80

Aggregate Stop Loss Benefit Percentage Payable: 100%

Aggregate Individual Stop Loss Limit: \$100,000.00

Benefit Plans Included Under Run-In Coverage:

Benefit Plan coverages insured by Aggregate Stop Loss when Covered Expenses are Incurred up to 12 months before the Effective Date and Become Due during the first Policy Year:

| <u>Carrier</u> | <u>Product</u> |
|----------------|--------------------|
| Aetna | Medical & Pharmacy |

Cigna's Maximum Liability for claims incurred prior to the Effective Date of coverage will be: Unlimited

Benefit Plans Covered by Aggregate Stop Loss Coverage:

| <u>Claim Administrator</u> | <u>Product</u> |
|----------------------------|---------------------------------------|
| Cigna | LocalPlus Plan |
| Cigna | Mental Health/Substance Use Disorders |
| Cigna | Open Access Plus Plan |
| Cigna | Pharmacy Expense |

Cigna's Maximum Liability for the Aggregate Stop Loss coverage: Unlimited for the Policy Year

Corridor Factor: 125%

Minimum Attachment Point: \$8,218,053.12

Minimum Attachment Percentage: 100%

Minimum Attachment Lagged Month: Two Months prior to the Policy Year's first Policy Month

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Lagged Month:

Two Months Prior

Monthly Attachment Factor (for each Covered Person):

| <u>Claim Administrator</u> | <u>Product</u> | |
|----------------------------|-----------------------|------------|
| Cigna | LocalPlus Plan | \$1,519.01 |
| Cigna | Open Access Plus Plan | \$1,407.55 |

Additional exclusions from Aggregate Stop Loss Coverage:

- All Retirees

Payment of premium is considered acceptance of this policy and the terms within.