

## HM Stop Loss Application for Insurance

Please Type or Print – Must be completed in full.

Applicant Information			
Full Legal Name of Group <i>(to appear on Policy)</i>		Key Contact Person	
Tax ID Number	Business Telephone Number	Fax Number	
Email		Internet	
Address		City	State
Delivery Address <i>(if different than above)</i>		City	State
Nature of Business	SIC Code	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Government <input type="checkbox"/> Other*: _____	

\*If an Association, Trust or Charitable Organization, a copy of the bylaws and/or trust is required with the submission of the application. If a union, or if union employees are covered, a copy of the collective bargaining agreement is required with the submission of the application.

Affiliates to be insured? <input type="checkbox"/> Yes* <input type="checkbox"/> No    *If "yes," complete the table below, attaching additional sheets if necessary.			
AFFILIATE #1	Full Legal Name		Nature of Business
Address		City	State
Zip Code			
AFFILIATE #2	Full Legal Name		Nature of Business
Address		City	State
Zip Code			
AFFILIATE #3	Full Legal Name		Nature of Business
Address		City	State
Zip Code			

Third Party Administrator (TPA) Complete the table below for each administrator, attaching additional sheets if necessary			
Full Legal Name of TPA			
Tax ID Number	Business Telephone Number	Fax Number	
Address		City	State
Delivery Address <i>(if different than above)</i>		City	State
Key Contact Person	Email	Internet	

Applicant's Initials: \_\_\_\_\_

Are there prior TPAs?  Yes\*  No \*If "yes," insert the TPA name below, attaching additional sheets if necessary

Prior TPA	will be responsible for the payment of all run-in claims on the specific and aggregate (if applicable)
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**Producer (Agent/Broker)**

Name		License Number(s) – Please attach a copy, if not on file.			
Tax ID Number	Business Telephone Number	Fax Number	Email	Internet	
Address		City	State	Zip Code + 4	
Requested Effective Date					
Estimated Initial Enrollment:	Single: _____	Family: _____	Total: _____		

**Premium Deposit of \$\_\_\_\_\_ included.** Estimated 1<sup>st</sup> month's premium must be attached to this application. The Premium Deposit will be applied to the first premium when due. Make check payable to **HM Life Insurance Company**. Do not make the check payable to the agent or leave the "Payee" blank. If a policy is not issued, the premium deposit will be refunded in full.

**FRAUD NOTICE (Please read carefully)**

Any person who knowingly and with intent to defraud or deceive any insurance company submits an insurance application or statement of claim containing any false, incomplete or misleading information may be subject to civil or criminal penalties, depending upon state law.

In Alabama, any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

In Arkansas, any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For your protection California requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

In the District of Columbia, WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

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

In Kentucky, any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime. Any application for insurance in writing by the applicant shall be altered solely by the applicant or by his written consent; except that insertions may be made by the insurer for administrative purposes only in such manner as to indicate clearly that such insertions are not to be ascribed to the applicant.

In Louisiana, any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Warning: In Maine, any person who knowingly and with intent to defraud or deceive any insurance company submits an insurance application or statement of claim containing any false, incomplete or misleading information may be subject to civil or criminal penalties, depending upon state law.

In Maryland, any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully

Applicant's Initials: \_\_\_\_\_

presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

In New Jersey, any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

In Ohio, any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

In Oklahoma, **WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

In Oregon, any person who knowingly and with intent to defraud or deceive any insurance company submits an insurance application or statement of claim containing any false, incomplete or misleading information may be subject to civil or criminal penalties if intentional and material to the risk.

In Pennsylvania, any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

In Rhode Island, any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

In Tennessee, "it is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purposes of defrauding the company. Penalties include imprisonment, fines and denial of coverage."

In Vermont, any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto may commit a fraudulent insurance act.

In Washington, 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.

#### APPLICANT UNDERSTANDS AND AGREES THAT

The stop loss insurance requested and requested effective date must be approved by **HM Life Insurance Company** as under our current rules and practices. All options and special requests are subject to Home Office approval. No insurance agent or broker has authority to guarantee acceptability of requested insurance coverage.

Our approval is subject to receipt of Disclosure, if required, the first month's premium, final census, Claim Information, and any other information requested in connection with this application. Failure to do so will result in approval being denied or delayed until a later date.

Receipt of a premium and its deposit in connection with the Application shall not constitute an acceptance of liability. In the event that **HM Life Insurance Company**, or our authorized agent, disapproves this Application, its sole obligation shall be to refund such sum to the Applicant.

**Coverage will not be in effect until notified in writing by the Home Office. Do not cancel prior coverage until so notified.**

Final premium rates will be determined on the basis of Disclosure, if required, Claim Information and the actual composition of persons covered by the underlying employee benefit plan on the requested effective date. Should subsequent information become known which, if known as of the date specified by **HM Life Insurance Company**, or our authorized agent, would have affected the rates, deductibles, terms or conditions for coverage, we will have the right to revise the rates, deductibles, terms or conditions, by providing written notice to the Applicant. The Policy, if issued, may be void, if whether before or after a claim or loss, any material fact or circumstance was concealed or misrepresented on behalf of the Applicant, or if the Applicant or its Agent, committed fraud.

A signed and dated summary plan document describing the underlying employee medical plan must be submitted within 60 days of the Requested Effective Date. If the description of the benefits or plan provisions differs from what was initially utilized to underwrite the risk, the premium rates and aggregate retention factors may be subject to re-rating, retro-active to the requested effective date.

The stop loss insurance which is the subject of this Application is a reimbursement contract, and the Applicant must first pay claims and make funds available to pay claims as they become payable before submitting them for reimbursement. Oral statements not expressly incorporated herein are not part of this Application.

Issuance of the Policy is in reliance of the data, including Disclosure, census and Claim Information, submitted to us, and payment of the first month's premium; subsequent premiums are due no later than the first day of each calendar month during the Plan Year.

I represent that the statements contained in this application are true and complete to the best of my knowledge and belief, and I understand that they form the basis for **HM Life Insurance Company's** approval of the requested stop loss insurance.

Applicant's Initials: \_\_\_\_\_

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Printed Name of Applicant's Authorized Representative

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Signature of Applicant's Authorized Representative

Date

Title

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Signature of Witness (Licensed Producer)

Printed Name of Witness

EXHIBIT A TO APPLICATION FOR STOP LOSS INSURANCE

**IMPORTANT NOTICE ABOUT THE POLICY  
OF INSURANCE FOR WHICH YOU HAVE APPLIED**

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS READ THE FOLLOWING INFORMATION CAREFULLY.

1. The policy for which you have applied includes a binding arbitration provision.
2. The arbitration provision allows for a disagreement related to this policy to be resolved by arbitration if mutually agreed to by both parties.
3. In an arbitration, three arbitrators, who are an independent, neutral parties, render a decision after hearing the positions of the parties.
4. A decision agreed to by any two arbitrators is binding.
5. When you accept this insurance policy you acknowledge that it contains an arbitration provision and both parties must mutually agree to resolve any disagreement related to the policy by arbitration instead of a trial in court including a trial by jury, but if so agreed to, the decision by the arbitrators is binding.
6. Arbitration takes the place of resolving disputes by a judge and jury and the decision of the arbitrator cannot be reviewed in court by a judge and jury.

**ACKNOWLEDGEMENT OF ARBITRATION AGREEMENT**

I have read this statement. I understand that if I agree to resolving a dispute related to this policy by arbitration, I voluntarily surrender my right to have any disagreement between the insurance company and myself resolved in court. This means I am waiving my right to a trial by jury.

I understand that upon receipt of the policy I should read the arbitration clause contained in the policy and that I have the right to reject this policy within three (3) days of the date of delivery or request that the arbitration clause be removed from the policy.

\_\_\_\_\_  
Applicant/Insured

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time