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COVERAGE FEATURES

This section contains many of the features of your group life insurance. Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

GENERAL POLICY INFORMATION

Group Policy Number: 641685-D
Type of Insurance Provided:
Life Insurance: Yes
Dependents Life Insurance: Yes
Accidental Death And Dismemberment
(AD&D) Insurance: Not applicable
Policyholder: County of Riverside
Employer(s): County of Riverside
Group Policy Effective Date: January 1, 2013
Policy Issued in: California

BECOMING INSURED

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Life Insurance** and **Active Work Provisions**. The requirements for becoming insured for coverages other than Life Insurance are set out in the text.

Definition of Member:

You are a Member if you are:

1. An active full-time employee of the Employer who is covered by a LIUNA or SEIU Memorandum of Understanding; and
2. Regularly working at least 20 hours each week.

You are not a Member if you are:

1. Paid on a per diem basis.
2. A temporary or seasonal employee.
3. A leased employee.
4. An independent contractor.
5. A full time member of the armed forces of any country.

Eligibility Waiting Period:

You are eligible on one of the following dates:

If you are a Member on the Group Policy Effective Date, you are eligible on that date.

If you become a Member after the Group Policy Effective Date, you are eligible on the date you become a Member.

Evidence Of Insurability:

Required in all of the following circumstances:

- a. For late application for Contributory insurance for Members and Spouses.
- b. For reinstatements if required.
- c. For Members and Spouses eligible but not insured under the Prior Plan.
- d. For any Plan 2 Life Insurance Benefit or Dependents Life Insurance Benefit for a Spouse that exceeds the amount in effect for the Member or Spouse on December 31, 2012 under the Prior Plan.
- e. For any Plan 2 Life Insurance Benefit in excess of the Guarantee Issue Amount of \$250,000.
- f. For any elective increase in Plan 2 Life Insurance Benefit or Dependents Life Insurance Benefit for a Spouse.

Evidence Of Insurability is never required to cover Children or increase coverage for Children.

Note: Evidence Of Insurability will be waived shown below. However, Evidence Of Insurability will not be waived if (a) Evidence Of Insurability was submitted previously and was not approved by us under any group policy issued by us to the Policyholder or covering your Employer, or (b) if satisfactory Evidence Of Insurability is required under the Reinstatement Of Life Insurance provisions.

On the Group Policy Effective Date:

- Evidence Of Insurability is not required for you to become insured on January 1, 2013 for amounts of insurance equal to or less than the amounts for which you are insured on December 31, 2012 under the Prior Plan.

After the Group Policy Effective Date:

- If you *are not* insured for Plan 2 Life Insurance, Evidence Of Insurability will not be required for you to become insured for Plan 2 Life Insurance, provided you apply during an Annual Enrollment Period. However, Evidence Of Insurability will be required to become insured for a Plan 2 Life Insurance Benefit exceeding \$100,000.
- If you *are* insured for Plan 2 Life Insurance, Evidence Of Insurability will not be required for you to increase your Plan 2 Life Insurance Benefit to the next higher increment, provided you apply during an Annual Enrollment Period. However, Evidence Of Insurability will be required to become insured for a total Plan 2 Life Insurance Benefit exceeding \$250,000.

PREMIUM CONTRIBUTIONS

Life Insurance:

Plan 1: Noncontributory

Plan 2: Contributory

Dependents Life Insurance:

Spouse:

Contributory

Child:

Contributory

SCHEDULE OF INSURANCE

SCHEDULE OF LIFE INSURANCE

You will become insured under Plan 1 if you meet the requirements to become insured under the Group Policy. Your Employer pays the cost of Plan 1 Life Insurance.

If you are insured under Plan 1, you also may become insured under Plan 2, provided you meet the requirements to become insured under Plan 2 Life Insurance. Plan 2 is a Contributory plan requiring premium contributions from Members.

Plan 1 (basic) Life Insurance Benefit: 1 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount is \$50,000.

Plan 2 (additional) Life Insurance Benefit: You may apply for one of the following amounts of Plan 2 Life Insurance: \$10,000, or any multiple of \$50,000, from \$50,000 to \$600,000. However, your Plan 2 Life Insurance Benefit may not exceed an amount equal to 7 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000.

The Repatriation Benefit: The expenses incurred to transport your body to a mortuary near your primary place of residence, but not to exceed \$5,000 or 10% of the Life Insurance Benefit, whichever is less.

SCHEDULE OF DEPENDENTS LIFE INSURANCE

If you are insured for Plan 2 (additional) Life Insurance, you also may become insured for Dependents Life Insurance, provided you and your Dependents meet the requirements to become insured under for Dependents Life Insurance. Dependents Life Insurance is a Contributory plan requiring premium contributions from Members.

Dependents Life Insurance Benefit for your Spouse: You may apply for one of the following amounts of Dependents Life Insurance for your Spouse: \$10,000, \$30,000 or \$50,000

The amount of Dependents Life Insurance for your Spouse may not exceed 100% of the amount of your Life Insurance.

Dependents Life Insurance Benefit for your Children: You may apply for one of the following amounts of Dependents Life Insurance for your Child: \$5,000 or \$10,000

The amount of Dependents Life Insurance for your Child may not exceed 100% of the amount of your Life Insurance.

REDUCTIONS IN INSURANCE

If you reach an age shown below, the amount of insurance will be the amount determined from the Schedule Of Insurance, multiplied by the appropriate percentage below:

- If on December 31, 2012 your benefit amounts under the Prior Plan were reduced or terminated because you were age 70 or older but under age 75, the following age reduction/termination applies to your Life Insurance and Dependents Life Insurance:

Life Insurance for you:

Age Of Member	Percentage
70 or over	40%

Dependents Life Insurance for your Spouse:

Age Of Member	Percentage
70 or over	0%

- If on December 31, 2012 your benefit amounts under the Prior Plan were reduced or terminated because you were age 75 or older, the following age reduction/termination applies to your Life Insurance and Dependents Life Insurance:

Life Insurance for you:

Age Of Member	Percentage
75 or over	25%

Dependents Life Insurance for your Spouse:

Age Of Member	Percentage
70 or over	0%

- If you are any other Member, the following age reductions apply to your Life Insurance and Dependents Life Insurance:

Life Insurance for you and Dependents Life Insurance for your Spouse:

Age Of Member	Percentage
65 through 69	65%
70 or over	50%

OTHER BENEFITS

- Waiver Of Premium: Yes, for Plan 2 Life Insurance and Dependents Life Insurance for all Members. Waiver Of Premium does not apply to Plan 1 Life Insurance.
- Accelerated Benefit: Yes, for Members and Dependents

OTHER PROVISIONS

Suicide Exclusion:	Applies to: a. Plan 2 Life Insurance b. Dependents Life Insurance
Leave Of Absence Period:	90 days
Continuity of Coverage:	Yes
Strike Continuation:	Yes. The Strike Continuation premium percentage is 120% of the Premium Rate.
Annual Earnings based on:	Earnings in effect on your last full day of Active Work.
Insurance Eligible For Portability:	
For you:	
Life Insurance	Yes
Minimum amount:	\$10,000
Maximum amount:	\$650,000
For your Spouse:	
Dependents Life Insurance	Yes
Minimum amount:	\$5,000
Maximum amount:	\$50,000
For your Child:	
Dependents Life Insurance	Yes
Minimum amount:	\$1,000
Maximum amount:	\$10,000

PREMIUM RATES AND RENEWALS

Premium Rates:

Plan 1 Life Insurance: \$0.076 monthly per \$1,000 of Plan 1 Life Insurance

Plan 2 Life Insurance:

Age of Member On January 1	Monthly Rate Per Multiple of \$1,000 of Plan 2 Life Insurance
Under age 35	\$ 0.050
35 through 39	0.072
40 through 44	0.115
45 through 49	0.187
50 through 54	0.317
55 through 59	0.504
60 through 64	0.626
65 or over	1.181

Dependents Life Insurance for Spouse:

Age of Member On January 1	Monthly Rate Per Multiple of \$1,000 of Dependents Life Insurance
Under age 35	\$ 0.050
35 through 39	0.072
40 through 44	0.115
45 through 49	0.187
50 through 54	0.317
55 through 59	0.504
60 through 64	0.626
65 or over	1.181

Dependents Life Insurance
for Children:

\$0.144 monthly per \$1,000 of Dependents Life Insurance,
regardless of the number of Children covered

Premium Rate changes for Contributory insurance due to a renewal will become effective on the January 1 next following the renewal date.

Premium Due Dates: January 1, 2013 and the first day of each calendar month thereafter.

Grace Period: 45 days

Notice of Rate Change: 180 days

Minimum Participation:

Life Insurance:

Number: 10 insured Members

Percentage: Plan 1 (basic): 100% of Members eligible for Plan 1
Plan 2 (additional): 25% of Members eligible for Plan 2

Initial Rate Guarantee Period: January 1, 2013 to July 1, 2015

Contingent Rate Guarantee

The Initial Rate Guarantee Period will be extended by one year if, on January 1, 2015, both the Incurred Loss Ratio and Current Loss Ratio for combined Plan 1 Life Insurance, Plan 2 Life Insurance and Dependents Life Insurance under the Group Policy are 80% or less.

The Initial Rate Guarantee Period will be extended by a second year if, on January 1, 2016, both the Incurred Loss Ratio and Current Loss Ratio for combined Plan 1 Life Insurance, Plan 2 Life Insurance and Dependents Life Insurance under the Group Policy are 80% or less.

Calculating Loss Ratios

The Incurred Loss Ratio is the result of the following calculation:

Incurred Loss Ratio = Incurred Claims divided by Earned Premium

Each element is calculated from the Group Policy Effective Date.

The Current Loss Ratio is the result of the following calculation:

Current Loss Ratio = Incurred Claims divided by Earned Premium

With respect to the first one year extension, each element is calculated from the beginning to the end of the 12 month period ending on the day before January 1, 2015.

With respect to the second one year extension, each element is calculated from the beginning to the end of the 12 month period ending on the day before January 1, 2016.

Definitions

Earned Premium = a + b - c, where:

- a = Paid premiums.
- b = Change in uncollected premium.
- c = Change in advance premium.

Incurred Claims = a + b + c + d + e, where:

- a = Claims paid, including benefits paid and costs incurred under any provision of the Group Policy.
- b = Legal fees, expenses, settlements and judgments paid in connection with lawsuits relating to claims.
- c = Payments of the Employer's share of Social Security and Medicare tax by Standard (if applicable).
- d = Conversion charges for converting to an individual life insurance policy under the Right To Convert provision (if applicable).
- e = Change in claims reserves, including Incurred But Not Reported (IBNR), pending, active and outstanding claims reserves.

LIFE INSURANCE

A. Insuring Clause

If you die while insured for Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Amount Of Life Insurance

See the **Coverage Features** for the Life Insurance schedule.

C. Changes In Life Insurance

1. Increases

You must apply in writing for any elective increase in your Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Life Insurance becomes effective as follows:

a. Increases Subject To Evidence Of Insurability

An increase in your Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Life Insurance not subject to Evidence Of Insurability becomes effective on:

- (i) The first day of the calendar month coinciding with or next following the date of change in your classification or Annual Earnings.
- (ii) The beginning of the next plan year following the date you apply, if you apply during an Annual Enrollment Period.

2. Decreases

A decrease in your Life Insurance because of a change in your classification, age or Annual Earnings becomes effective on the first day of the calendar month coinciding with or next following the date of the change.

Any other decrease in your Life Insurance becomes effective on the first day of the calendar month coinciding with or next following the date the Policyholder or your Employer receives your written request for the decrease.

D. Repatriation Benefit

The amount of the Repatriation Benefit is shown in the **Coverage Features**.

We will pay a Repatriation Benefit if all of the following requirements are met.

1. A Life Insurance Benefit is payable because of your death.
2. You die more than 200 miles from your primary place of residence.
3. Expenses are incurred to transport your body to a mortuary near your primary place of residence.

E. Suicide Exclusion: Life Insurance

The **Coverage Features** states which Life Insurance plan is subject to this suicide exclusion.

If your death results from suicide or other intentionally self-inflicted Injury, while sane or insane, 1 and 2 below apply.

1. The amount payable will exclude the amount of your Life Insurance which is subject to this suicide exclusion and which has not been continuously in effect for at least 2 years on the date of your death. In computing the 2-year period, we will include time you were insured under the Prior Plan.
2. We will refund all premiums paid for that portion of your Life Insurance which is excluded from payment under this suicide exclusion.

F. When Life Insurance Becomes Effective

The **Coverage Features** states whether your Life Insurance is Contributory or Noncontributory.

Subject to the **Active Work Provisions**, your Life Insurance becomes effective as follows:

1. Life Insurance subject to Evidence Of Insurability

Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

2. Life Insurance not subject to Evidence Of Insurability

a. Noncontributory Life Insurance

Noncontributory Life Insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.

b. Contributory Life Insurance

You must apply in writing for Contributory Life Insurance and agree to pay premiums. Contributory Life Insurance not subject to Evidence Of Insurability becomes effective on:

- (i) The date you become eligible, if you apply on or before that date.
- (ii) The date you apply, if you apply within 60 days after you become eligible.
- (iii) The beginning of the next plan year following the date you apply, if you apply during the Annual Enrollment Period.

Late application: Evidence Of Insurability is required if you apply more than 60 days after you become eligible, except as provided during an Annual Enrollment Period.

3. Takeover Provision

- a. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.
- b. You must submit satisfactory Evidence Of Insurability to become insured for Life Insurance if you were eligible under the Prior Plan for more than 60 days but were not insured, except as provided during an Annual Enrollment Period.

G. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium was paid for your Life Insurance;
2. The date the Group Policy terminates;
3. The date your employment terminates; and
4. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be

continued with premium payment during the following periods, unless it ends under 1 through 3 above.

- a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
- b. While your ability to work is limited because of Sickness, Injury, or Pregnancy.
- c. During the first 90 days of a temporary layoff.
- d. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
- e. During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting not more than the period shown in the **Coverage Features**.

H. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, 1 through 4 below will apply.

1. If your Life Insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
2. If your Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
3. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.
4. If your Life Insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

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DEPENDENTS LIFE INSURANCE

A. Insuring Clause

If your Dependent dies while insured for Dependents Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Amount Of Dependents Life Insurance

See the **Coverage Features** for the amount of your Dependents Life Insurance.

C. Changes In Dependents Life Insurance

1. Increases

You must apply in writing for any elective increase in your Dependents Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Dependents Life Insurance becomes effective as follows:

a. Increases Subject To Evidence Of Insurability

An increase in Dependents Life Insurance for your Spouse becomes effective on the date we approve your Spouse's Evidence Of Insurability.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Dependents Life Insurance for your Children becomes effective on:

- (i) The later of the date you apply or the date of the Family Status Change, if you apply within 60 days of a Family Status Change.
- (ii) The beginning of the next plan year following the date you apply, if you apply during an Annual Enrollment Period.

2. Decreases

A decrease in your Dependents Life Insurance because of a decrease in your Life Insurance becomes effective on the date your Life Insurance decreases.

A decrease in your Dependents Life Insurance because of a decrease in your age becomes effective on the first day of the calendar month coinciding with or next following the date of the change in your age.

Any other decrease in your Dependents Life Insurance becomes effective on the first day of the calendar month coinciding with or next following the date the Policyholder or your Employer receives your written request for the decrease.

D. Suicide Exclusion: Dependents Life Insurance

If a Dependent's death results from suicide or other intentionally self-inflicted Injury, while sane or insane, 1 and 2 below will apply.

1. The amount payable will exclude the amount of Dependents Life Insurance which has not been continuously in effect for at least 2 years on the date of death. In computing the 2-year period, we will include time insured under the Prior Plan.
2. We will refund all premiums paid for Dependents Life Insurance which is excluded from payment under this suicide exclusion which we determine are attributable to that Dependent.

E. Definitions For Dependents Life Insurance

Dependent means your Spouse or Child. Dependent does not include a person who is a full-time member of the armed forces of any country.

F. Becoming Insured For Dependents Life Insurance

1. Eligibility

You become eligible to insure your Dependents on the later of:

- a. The date you become eligible for Life Insurance; and
- b. The date you first acquire a Dependent.

A Member may not be insured as both a Member and a Dependent. A Child may not be insured by more than one Member.

2. Effective Date

The **Coverage Features** states whether your Dependents Life Insurance is Contributory or Noncontributory. Subject to the **Active Work Provisions**, your Dependents Life Insurance becomes effective as follows:

a. Dependents Life Insurance Subject To Evidence Of Insurability

Dependents Life Insurance subject to Evidence Of Insurability becomes effective on the later of:

1. The date your Life Insurance becomes effective; and
2. The date we approve your Spouse's Evidence Of Insurability.

b. Dependents Life Insurance Not Subject To Evidence Of Insurability

1. Noncontributory Dependents Life Insurance

Noncontributory Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the later of:

- i. The date your Life Insurance becomes effective; and
- ii. The date you first acquire a Dependent.

2. Contributory Dependents Life Insurance

You must apply in writing for Contributory Dependents Life Insurance and agree to pay premiums. Contributory Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the latest of:

- i. The date your Life Insurance becomes effective, if you apply on or before that date.
- ii. The date you become eligible to insure your Dependents, if you apply on or before that date.
- iii. The date you apply, if you apply within 60 days after you become eligible.
- iv. With respect to Dependents Life Insurance for your Children: The later of the date you apply or the date of the Family Status Change, if you apply within 60 days of a Family Status Change
- v. With respect to Dependents Life Insurance for your Children: The beginning of the next plan year following the date you apply, if you apply during the Annual Enrollment Period.

Late Application: Evidence Of Insurability is required for your Spouse to become insured if you apply more than 60 days after you become eligible.

- c. While Dependents Life Insurance for your Children is in effect, each new Child becomes insured immediately.
- d. Takeover Provision

A Spouse who was eligible under the Prior Plan for more than 60 days but was not insured must submit satisfactory Evidence Of Insurability to become insured for Dependents Life Insurance .

G. When Dependents Life Insurance Ends

Dependents Life Insurance ends automatically on the earliest of:

1. Five months after you die (no premiums will be charged for your Dependents Life Insurance during this time);
2. The date your Life Insurance ends;
3. The date the Group Policy terminates, or the date Dependents Life Insurance terminates under the Group Policy;
4. The date the last period ends for which you made a premium contribution, if your Dependents Life Insurance is Contributory;
5. For your Spouse, the date of your divorce or termination of your Domestic Partner relationship;
6. For any Dependent, the date the Dependent ceases to be a Dependent; and
7. For a Child who is Disabled, 90 days after we mail you a request for proof of Disability, if proof is not given.

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ACTIVE WORK PROVISIONS

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing the material duties of your own occupation at your Employer's usual place of business. You will also meet the Active Work requirement if:

1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
2. You were Actively At Work on your last scheduled work day before the date of your absence; and
3. You were capable of Active Work on the day before the scheduled effective date of your insurance or increase in your insurance.

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CONTINUITY OF COVERAGE

A. Waiver Of Active Work Requirement

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, you can become insured on the effective date of your Employer's coverage without meeting the Active Work requirement. See **Active Work Provisions**.

B. Payment Of Benefit

The benefits payable before you meet the Active Work requirement will be:

1. The benefits which would have been payable under the terms of the Prior Plan if it had remained in force; reduced by
2. Any benefits payable under the Prior Plan.

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PORTABILITY OF INSURANCE

A. Portability Of Insurance

If your insurance under the Group Policy ends because your employment with your Employer terminates, you may be eligible to buy portable group insurance coverage as shown in the **Coverage Features** for yourself and your Dependents without submitting Evidence Of Insurability. To be eligible you must satisfy the following requirements:

1. On the date your employment terminates, you must be able to perform with reasonable continuity the material duties of at least one gainful occupation for which you are reasonably fitted by education, training and experience.

(If you are unable to meet this requirement, see the **Right To Convert** and **Waiver Of Premium** provisions for other options that may be available to you under the Group Policy.)
2. On the date your employment terminates, you are under age 65.
3. On the date your employment terminates, you must have been continuously insured under the Group Policy for at least 12 consecutive months. In computing the 12 consecutive month period, we will include time insured under the Prior Plan.
4. You must apply in writing and pay the first premium directly to us at our Home Office within 60 days after the date your employment terminates. You must purchase portable

group life insurance coverage for yourself in order to purchase any other insurance eligible for portability.

This portable group insurance will be provided under a master Group Life Portability Insurance Policy we have issued to the Standard Insurance Company Group Insurance Trust. If approved, the certificate you will receive will be governed under the terms of the Group Life Portability Insurance Policy and will contain provisions that differ from your Employer's coverage under the Group Policy.

B. Amount Of Portable Insurance

The minimum and maximum amounts that you are eligible to buy under the Group Life Portability Insurance Policy are shown in the **Coverage Features**. You may buy less than the maximum amounts in increments of \$1,000.

The combined amounts of insurance purchased under this **Portability Of Insurance** provision and the **Right To Convert** provision cannot exceed the amount in effect under the Group Policy on the day before your employment terminates.

C. When Portable Insurance Becomes Effective

Portable group insurance will become effective the day after your employment with your Employer terminates, if you apply within 60 days after the date your employment terminates.

If death occurs within 31 days after the date insurance ends under the Group Policy, life insurance benefits, if any, will be paid according to the terms of the Group Policy in effect on the date your employment terminates and not the terms of the Group Life Portability Insurance Policy.

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STRIKE CONTINUATION

Insurance may be continued for up to 6 months while you are absent from Active Work because of a strike, lockout or other general work stoppage caused by a labor dispute. Rules 1 through 4 below will apply.

1. When your compensation is suspended or terminated because of a work stoppage, your Employer will immediately notify you in writing of your rights under this provision. Your Employer will mail the notice to you at your last address on record with the Employer.
2. You must pay the entire premium for your insurance, including the Employer's share, if any, to your Employer on or before each Premium Due Date.
3. The premiums for your insurance during the work stoppage will equal a percentage of the premium rate in effect on the date the work stoppage began (see **Coverage Features**). We may change premium rates during the work stoppage according to the terms of the Group Policy.
4. Insurance continued under this provision will end on the earliest of:
 - a. Any Premium Due Date if you fail to make the required premium contribution to your Employer on or before that date.
 - b. The date you have been absent from Active Work for 6 months.
 - c. On the date you begin full-time employment with another employer.
 - d. At our option, on any Premium Due Date if less than 75% of the Members eligible to continue insurance under this provision make the required premium payment to the Employer.

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WAIVER OF PREMIUM

A. Waiver Of Premium Benefit

Insurance will be continued without payment of premiums while you are Totally Disabled if:

1. You become Totally Disabled while insured under the Group Policy and under age 60;
2. You complete your Waiting Period; and
3. You give us satisfactory Proof Of Loss.

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

B. Definitions For Waiver Of Premium

1. Insurance means your insurance under the Group Policy as outlined in the **Coverage Features**.
2. Totally Disabled means that, as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.
3. Waiting Period means the 180 consecutive day period beginning on the date you become Totally Disabled. Waiver Of Premium begins when you complete the Waiting Period.

C. Premium Payment

Premium payment must continue until the later of:

1. The date you complete your Waiting Period; and
2. The date we approve your claim for Waiver Of Premium.

D. Refund Of Premiums

We will refund up to 12 months of the premiums that were paid for Insurance after the date you become Totally Disabled.

E. Amount Of Insurance

The amount of Insurance eligible for Waiver Of Premium is the amount in effect on the day before you become Totally Disabled. However, the following will apply:

1. Insurance will be reduced or terminated according to the Group Policy provisions in effect on the day before you become Totally Disabled.
2. If you become insured under a group life insurance plan that replaces the Group Policy while you are eligible for Waiver Of Premium, any death benefit payable under the Group Policy will be reduced by the amount payable under the replacement group life insurance plan.
3. If you receive an Accelerated Benefit, Insurance will be reduced according to the **Accelerated Benefit** provision.

F. Effect Of Death During The Waiting Period

If you die during the Waiting Period and are otherwise eligible for Waiver Of Premium, the Waiting Period will be waived.

G. Termination Or Amendment Of The Group Policy

Insurance will not be affected by termination or amendment of the Group Policy after you become Totally Disabled.

H. When Waiver Of Premium Ends

Waiver Of Premium ends on the earliest of:

1. The date you cease to be Totally Disabled;
2. 90 days after the date we mail you a request for additional Proof Of Loss, if it is not given;
3. The date you fail to attend an examination or cooperate with the examiner;
4. With respect to the amount of Insurance which an insured has converted, the effective date of the individual life insurance policy issued to the insured; and
5. The date you reach age 65.

(ELIG 60_TERMS 65) LI.WP.OT.2X

ACCELERATED BENEFIT

A. Accelerated Benefit

If you give us satisfactory proof of having a Qualifying Medical Condition while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Insurance as an Accelerated Benefit. You must have at least \$5,000 of Insurance in effect to be eligible.

If your Insurance is scheduled to end within 24 months following the date you apply for the Accelerated Benefit, you will not be eligible for the Accelerated Benefit.

Qualifying Medical Condition means you are terminally ill as a result of an illness or physical condition which is reasonably expected to result in death within 12 months.

We may have you examined at our expense in connection with your claim for an Accelerated Benefit. Any such examination will be conducted by one or more Physicians of our choice.

B. Application For Accelerated Benefit

You must apply for an Accelerated Benefit. The Member must apply on behalf of a Child. To apply you must give us satisfactory Proof Of Loss on our forms. Proof Of Loss must include a statement from a Physician that you have a Qualifying Medical Condition.

C. Amount Of Accelerated Benefit

You may receive an Accelerated Benefit of up to 75% of your Insurance. The maximum Accelerated Benefit is \$500,000. The minimum Accelerated Benefit is \$5,000 or 10% of your Insurance, whichever is greater.

If the amount of your Insurance is scheduled to reduce within 24 months following the date you apply for the Accelerated Benefit, your Accelerated Benefit will be based on the reduced amount.

The Accelerated Benefit will be paid to you once in your lifetime in a lump sum. However, the Accelerated Benefit for a Child will be paid to the Member. If you recover from your Qualifying Medical Condition after receiving an Accelerated Benefit, we will not ask you for a refund.

D. Effect On Insurance And Other Benefits

For any purpose other than premium payment, the amount of your Insurance after payment of the Accelerated Benefit will be the greater of the amounts in (1) and (2) below; however, if you assign your rights under the Group Policy, the amount of your Insurance will be the amount in (2) below.

- (1) 10% of the amount of your Insurance as if no Accelerated Benefit had been paid; or

(2) The amount of your Insurance as if no Accelerated Benefit had been paid; minus
The amount of the Accelerated Benefit; minus
An interest charge calculated as follows:

A times B times C divided by 365 = interest charge.

A = The amount of the Accelerated Benefit.

B = The monthly average of our variable policy loan interest rate.

C = The number of days from payment of the Accelerated Benefit to the earlier of (1) the date you die, and (2) the date you have a Right To Convert.

The amount of your AD&D Insurance, if any, is not affected by payment of the Accelerated Benefit. AD&D is not continued under Waiver Of Premium.

Note: If you assign your rights under the Group Policy, the amount of your Insurance after payment of the Accelerated Benefit will be the amount in (2) above.

E. Exclusions

No Accelerated Benefit will be paid if:

1. All or part of your Insurance must be paid to your Child(ren), or your Spouse or former Spouse as part of a court approved divorce decree, separate maintenance agreement, or property settlement agreement.
2. You are married and live in a community property state unless you give us a signed written consent from your Spouse.
3. You have made an assignment of all or part of your Insurance unless you give us a signed written consent from the assignee.
4. You have filed for bankruptcy, unless you give us written approval from the Bankruptcy Court for payment of the Accelerated Benefit.
5. You are required by a government agency to use the Accelerated Benefit to apply for, receive, or continue a government benefit or entitlement.
6. You have previously received an Accelerated Benefit under the Group Policy.

F. Definitions For Accelerated Benefit

Insurance means your Life Insurance and Dependents Life Insurance, if any, under the Group Policy.

You and your mean any person insured under the Group Policy.

LLAB.OT.5X

RIGHT TO CONVERT

A. Right To Convert

You may buy an individual policy of life insurance without Evidence Of Insurability if:

1. Your Insurance ends or is reduced due to a Qualifying Event; and
2. You apply in writing and pay us the first premium during the Conversion Period.

The maximum amount you have a Right To Convert is the amount of your Insurance which ended.

B. Definitions For Right To Convert

1. Conversion Period means the 60-day period after the date of any Qualifying Event.

2. Insurance means all your insurance under the Group Policy, including insurance continued under Waiver Of Premium, but excluding AD&D Insurance.
3. Qualifying Event means termination or reduction of your Insurance for any reason except:
 - a. The Member's failure to make a required premium contribution.
 - b. Payment of an Accelerated Benefit.
4. You and your mean any person insured under the Group Policy.

C. Limits On Right To Convert

If your Insurance ends or is reduced because of termination or amendment of the Group Policy, the maximum amount you have a Right To Convert is the amount of your Insurance which ended, minus any other group life insurance for which you become eligible during the Conversion Period.

D. The Individual Policy

You may select any form of individual life insurance policy we issue to persons of your age, except:

1. A term insurance policy;
2. A universal life policy;
3. A policy with disability, accidental death, or other additional benefits; or
4. A policy in an amount less than the minimum amount we issue for the form of life insurance you select.

The individual policy of life insurance will become effective on the day after the end of the Conversion Period. We will use our published rates for standard risks to determine the premium.

E. Death During The Conversion Period

If you die within the first 31 days of the Conversion Period, we will pay a death benefit equal to the maximum amount you had a Right To Convert, whether or not you applied for an individual policy. The benefit will be paid according to the **Benefit Payment And Beneficiary Provisions**.

LI.RC.CA.1X

CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

B. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

Proof Of Loss for Waiver Of Premium must be provided within 12 months after the end of the Waiting Period. We will require further Proof Of Loss at reasonable intervals, but not more often than once a year after you have been continuously Totally Disabled for two years.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

C. Proof Of Loss

Proof Of Loss means written proof that a loss occurred:

1. For which the Group Policy provides benefits;

2. Which is not subject to any exclusions; and
3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be provided until we receive Proof Of Loss satisfactory to us.

D. Investigation Of Claim

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

E. Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.

F. Notice Of Decision On Claim

We will evaluate a claim for benefits promptly after we receive it. With respect to all claims except Waiver Of Premium claims (or other benefits based on disability), within 90 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 90 days.

With respect to Waiver Of Premium claims (or other benefits based on disability), within 45 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for 30 days. Before the end of this extension period we will send the claimant: (a) a written decision on the Waiver Of Premium claim (or other benefits based on disability); or (b) a notice that we are extending the period to decide the claim for an additional 30 days. If an extension is due to the claimant's failure to provide information necessary to decide the Waiver Of Premium claim (or other benefits based on disability), the extended time period for deciding the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may decide the claim based on the information we have received.

If we deny any part of the claim, we will send the claimant a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. A description of any additional information needed to support the claim.
4. Information concerning the claimant's right to a review of our decision.

G. Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing:

1. Within 180 days after receiving notice of the denial of a claim for Waiver Of Premium (or other benefits based on disability);
2. Within 60 days after receiving notice of the denial of any other claim.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. With respect to all claims except Waiver Of Premium claims (or other benefits based on disability), within 60 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 60 days.

With respect to Waiver Of Premium claims (or other benefits based on disability), within 45 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days.

If an extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the review period, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim on review; and (c) any additional information we need to decide the claim.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may conclude our review of the claim based on the information we have received.

With respect to Waiver Of Premium claims (or other benefits based on disability), the person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgement, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgement and will not be subordinate to that person. The claimant may request the names of medical or vocational experts who provided advice to us about a claim for Waiver Of Premium (or other benefits based on disability).

If we deny any part of the claim on review, the claimant will receive a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.

(2ND REV PUB WRDG_NEW WOP WRDG) LI.CL.OT.5

ASSIGNMENT

If the amount of your Life Insurance is less than \$1,000, you may not make an assignment.

If the amount of your Life Insurance is \$1,000 or more, you may make an absolute assignment of all your Life and AD&D Insurance, subject to 1 through 8 below.

1. All insurance under the Group Policy, including AD&D Insurance, is assignable. Dependents Life Insurance is not assignable.
2. You may not make a collateral assignment.
3. The assignment must be absolute and irrevocable. It must transfer all rights, including:
 - a. The right to change the Beneficiary;

- b. The right to buy an individual life insurance policy on your life under **Right To Convert**;
 - c. The right to receive accidental dismemberment benefits; and
 - d. The right to apply for and receive an Accelerated Benefit.
4. The assignment will apply to all of your Life and AD&D Insurance in effect on the date of the assignment or becoming effective after that date.
 5. The assignment may be to any person permitted by law.
 6. The assignment will have no effect unless it is: made in writing, signed by you, and delivered to the Policyholder or Employer in your lifetime. Neither we, the Policyholder, nor the Employer are responsible for the validity, sufficiency or effect of the assignment.
 7. All accidental dismemberment benefits will be paid to the assignee. All death benefits will be paid according to the beneficiary designation on file with the Policyholder or Employer, and the **Benefit Payment And Beneficiary Provisions**.
 8. The assignment will not change the Beneficiary, unless the assignee later changes the Beneficiary. Any payment we make according to the beneficiary designation on file with the Policyholder or Employer, and the **Benefit Payment And Beneficiary Provisions** will fully discharge us to the extent of the payment.

You may not make an assignment which is contrary to the rules in 1 through 8 above.

(ALLOWED) LLAS.OT.2X

BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

A. Payment Of Benefits

1. Except as provided in item 5 below, benefits payable because of your death will be paid to the Beneficiary you name. See B through E of this section.
2. AD&D Insurance benefits payable for Losses other than Loss of life will be paid to the person who suffers the Loss for which benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.
3. The benefits below will be paid to you if you are living.
 - a. AD&D Insurance benefits payable because of the death of your Dependent.
 - b. Dependents Life Insurance benefits.
 - c. Accelerated Benefits.
4. Dependents Life Insurance benefits and AD&D Insurance benefits payable because of the death of your Dependent which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
 - a. The children of the Dependent.
 - b. The parents of the Dependent.
 - c. The brothers and sisters of the Dependent.
 - d. Your estate.
5. Additional Benefits will be paid as follows:

The Repatriation Benefit will be paid to the person who incurs the transportation expenses.

B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits. You may name one or more Beneficiaries for your Plan 1 Life Insurance and Plan 2 Life Insurance.

If you name Beneficiaries by coverage:

1. You must name a Beneficiary for each of your coverages identified above. If you do not name a Beneficiary for each of your coverages, death benefits for that line of coverage will be paid in accordance with D. No Surviving Beneficiary, below. Two or more named surviving Beneficiaries will share equally, unless you specify otherwise.
2. Any payment we make according to the Beneficiary designation on file with the Policyholder or Employer will fully discharge us to the extent of the payment for each line of coverage and each death benefit which has been paid.

If you name two or more Beneficiaries in a class:

1. Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.
2. If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.
3. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

You may name or change Beneficiaries at any time without the consent of a Beneficiary.

Your Beneficiary designation must be the same for Life Insurance and AD&D Insurance death benefits.

You may name or change Beneficiaries in writing. Writing includes a form signed by you; or a verification from us, or our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent of an electronic or telephonic designation made by you.

Your designation:

1. Must be dated;
2. Must be delivered to us, our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent; during your lifetime.
3. Must relate to the insurance provided under the Group Policy; and
4. Will take effect on the date it is delivered or, if a telephonic or electronic designation, verified by us, our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent.

If we approve it, a designation, which meets the requirements of a Prior Plan, will be accepted as your Beneficiary designation under the Group Policy.

C. Simultaneous Death Provision

If a Beneficiary or a person in one of the classes listed in item D. No Surviving Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

1. Your Spouse. (See **Definitions**)
2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. Your estate.

E. Methods Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

1. Lump Sum

If the amount payable to a Recipient is less than \$10,000, we will pay it in a lump sum.

2. Standard Secure Access Checking Account

If the amount payable to a Recipient is \$10,000, or more, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest at a rate equal to the 13-week Treasury Bill (T-Bill) auction rate, but not to exceed 5%;
- b. Is owned by the Recipient;
- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and
- d. Is fully guaranteed by us.

3. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is \$10,000 or more;
- b. The Recipient chooses; and
- c. We agree.

To the extent permitted by law, the amount payable to the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

(NO_FB_REPAT_ELECT/TEL DESIG_WITH DEF SP_WITH REV SSA_SPOUSE DEF TERM_THIRD PARTY DESIG) LI.BB.OT.6X

TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

LI.TL.OT.1

INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

Any statement made to obtain or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

We will not use a misrepresentation to reduce or deny a claim after the insured's insurance has been in effect for two years during the lifetime of the insured.

B. Incontestability Of Group Policy

Any statement made by the Policyholder or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums.

LI.IN.OT.2

CLERICAL ERROR AND MISSTATEMENT

A. Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

1. Cause a person to become insured;
2. Invalidate insurance under the Group Policy otherwise validly in force; or
3. Continue insurance under the Group Policy otherwise validly terminated.

B. The Policyholder and your Employer act on their own behalf as your agent, and not as our agent.

C. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age; and
2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

LI.CE.OT.2

TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole,

and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by the Policyholder and one of our executive officers and given to the Policyholder for attachment to the Group Policy. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups thereof.

LLTA.OT.1

DEFINITIONS

AD&D Insurance means accidental death and dismemberment insurance, if any, under the Group Policy.

Annual Enrollment Period means the period designated each year by your Employer when you may change insurance elections.

Annual Earnings means your annual rate of earnings from your Employer. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work unless a different date applies (see the **Coverage Features**). Annual Earnings includes:

1. Contributions you make through a salary reduction agreement with your Employer to:
 - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), or 457 deferred compensation arrangement; or
 - b. An executive nonqualified deferred compensation arrangement.
2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Annual Earnings does not include:

1. Bonuses.
2. Commissions.
3. Overtime pay.
4. Shift differential pay.
5. Stock options or stock bonuses.
6. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
7. Any other extra compensation.

Child means:

1. Your child from live birth through age 25; or
2. Your child who meets either of the following requirements:

- a. The child is insured under the Group Policy and, on and after the date on which insurance would otherwise end because of the Child's age, is continuously Disabled.
- b. The child was insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy and was Disabled on that day, and is continuously Disabled thereafter.

Child includes any of the following, if they otherwise meet the definition of Child:

- i. Your adopted child; or
- ii. Your stepchild and the child of your Spouse, if living in your home.

Your child is Disabled if your child is:

1. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and
2. Chiefly dependent upon you for support and maintenance, or institutionalized because of mental retardation or physical handicap.

You must give us proof your Child is Disabled on our forms within 31 days after a) the date on which insurance would otherwise end because of the Child's age or b) the effective date of your Employer's coverage under the Group Policy if your child is Disabled on that date. At reasonable intervals thereafter, we may require further proof, and have your Child examined at our expense.

Contributory means you pay all or part of the premium for insurance.

Dependents Life Insurance means dependents life insurance, if any, under the Group Policy.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. See **Coverage Features**.

Evidence Of Insurability means an applicant must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about the applicant's health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about the applicant's insurability that we may reasonably require.

Family Status Change means a qualified change in status as defined under the Employer's IRC Section 125 Cafeteria Plan. The change must be allowed by your Employer's IRC Section 125 Cafeteria Plan and by your Employer.

Group Policy means the group life insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Injury means an injury to your body.

Life Insurance means life insurance under the Group Policy.

Noncontributory means the Policyholder or Employer pays the entire premium for insurance.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your Spouse, or the brother, sister, parent or child of either you or your Spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group life insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

Sickness means your sickness, illness, or disease.

Spouse means:

1. A person to whom you are legally married; or
2. Your Domestic Partner. Domestic Partner means an individual recognized as your domestic partner under California state law.

With respect to a legal marriage: You will be required to provide the Policyholder with evidence of your legal marriage. With respect to a domestic partnership: You will be required to provide the Policyholder with a copy of your registration with the Secretary of State of California or other applicable jurisdiction.

For purposes of insurance under the Group Policy, Spouse does not include a person who is a full-time member of the armed forces of any country or a person from whom you are divorced or from whom you have terminated a Domestic Partner relationship.

Totally Disabled means that, as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.

LI.DF.CA.5X

POLICYHOLDER PROVISIONS

A. Premiums

The premium due on each Premium Due Date is the sum of the premiums for all persons then insured. Premium Rates are shown in the **Coverage Features**.

B. Contributions From Members

The Policyholder determines the amount, if any, of each Member's contribution toward the cost of insurance under the Group Policy.

C. Changes In Premium Rates

We may change Premium Rates when:

1. A change or clarification in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in our obligations; or
2. Factors material to underwriting the risk we assumed under the Group Policy, including, but not limited to, number of persons insured, age, Annual Earnings, gender and occupational classification, change by 25% or more; or
3. We and the Policyholder mutually agree to change Premium Rates.

Except as provided above, Premium Rates will not be changed during the Initial Rate Guarantee Period shown in the **Coverage Features**. Thereafter, except as provided above, we may change Premium Rates upon advance written notice to the Policyholder. The minimum advance notice is shown in the **Coverage Features** as Notice of Rate Change. Any such change in Premium Rates may be made effective on any Premium Due Date, but no such change will be made more than once in any contract year. Contract years are successive 12 month periods computed from the end of the Initial Rate Guarantee Period.

D. Payment Of Premiums

All premiums are due on the Premium Due Dates shown in the **Coverage Features**.

Each premium is payable on or before its Premium Due Date directly to us at our home office. The payment of each premium as it becomes due will maintain the Group Policy in force until the next Premium Due Date.

E. Grace Period And Termination For Nonpayment

If a premium is not paid on or before its Premium Due Date, it may be paid during the following Grace Period. The length of the Grace Period is shown in the **Coverage Features**. The Group Policy will remain in force during the Grace Period.

If the premium is not paid during the Grace Period, the Group Policy will terminate automatically at the end of the Grace Period.

The Policyholder is liable for premium for insurance under the Group Policy during the Grace Period. We may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

F. Termination For Other Reasons

The Policyholder may terminate the Group Policy by giving us written notice. The effective date of termination will be the later of:

1. The date stated in the notice; and
2. The date we receive the notice.

We may terminate the Group Policy as follows:

1. On any Premium Due Date if the number of persons insured is less than the Minimum Participation Number or less than the Minimum Participation Percentage shown in the **Coverage Features**.
2. On any Premium Due Date if we determine that the Policyholder has failed to promptly furnish any necessary information requested by us, or has failed to perform any other obligations relating to the Group Policy.

The minimum advance notice of such termination by us is 60 days.

G. Premium Adjustments

Premium adjustments involving a return of unearned premiums to the Policyholder will be limited to the 12 months just before the date we receive a request for premium adjustment.

H. Certificates

We will issue certificates to the Policyholder showing the coverage under the Group Policy. The Policyholder will distribute a certificate to each insured Member. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

I. Records And Reports

The Policyholder or Employer will furnish on our forms all information reasonably necessary to administer the Group Policy. We have the right at all reasonable times to inspect the payroll and other records of the Policyholder or Employer which relate to insurance under the Group Policy.

J. Agency And Release

Individuals selected by the Policyholder or by any Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of Standard Insurance Company. The Policyholder, Employer and such individuals have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy. The Policyholder and each Employer hereby release, hold harmless and indemnify Standard Insurance Company from any liability arising from or related to any negligence, error,

omission, misrepresentation or dishonesty of any of them or their representatives, agents or employees.

K. Notice Of Suit

The Policyholder or Employer shall promptly give us written notice of any lawsuit or other legal proceedings arising under the Group Policy.

L. Entire Contract, Changes

The Group Policy and the application of the Policyholder constitute the entire contract between the parties. A copy of the Policyholder's application is attached to the Group Policy when issued.

The Group Policy may be changed in whole or in part. No change in the Group Policy will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. No agent has authority to change the Group Policy or to waive any of its provisions.

M. Effect On Workers' Compensation, State Disability Insurance

The coverage provided under the Group Policy is not a substitute for coverage under a workers' compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.

(NO DIV) LI.PH.OT.4X

ALI99X

Attachment D
Member Notification Service Agreement
for
Policies 641685-A and 641685-D

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company

900 SW Fifth Avenue
Portland, Oregon 97204-1282

MEMBER NOTIFICATION SERVICE AGREEMENT

Client:	County of Riverside
Group Life Insurance Policy Number(s):	641685-A and 641685-D
Master Agreement Number:	641685
Service Agreement Number:	641685
Service Agreement Effective Date:	January 1, 2013

This Service Agreement is made part of the above referenced Master Agreement between Standard Insurance Company (Standard) and Client.

1. Member Notification Services.

- A. Group Policy means the group life insurance policies that Standard issued to Client as Policyholder under the Group Insurance Policy Number(s) shown above.
- B. Standard shall provide administrative services for notification of group life insurance portability and group life insurance conversion under the terms of the applicable Group Policy. These services consist of sending notification on behalf of Client to members included on Client's data feed regarding potential eligibility to apply for group life insurance portability and group life insurance conversion under the applicable Group Policy.

2. Client's Obligations.

- A. Client obligations shall consist of:
 - (1) Providing data transfers as shown in Exhibit A, Eligibility Feed Specifications, to Standard on a weekly basis.
 - (2) Establishing the technologies, standards and use-cases, satisfactory to Standard, which ensure that Client's technology information systems are capable of securely and accurately completing the data transfers described in Exhibit A.
 - (3) Employing an implementation of the technologies, standards and use-cases supported by Standard, which serve to enable the transfer of data between Standard's technology information systems and Client's technology information systems, and install any software on its systems that may be required to accomplish this.
 - a. Bear all its own costs and expenses in connection with the performance of its obligations described in 2.A.(2) and (3);
 - b. Provide technical and administrative contact information as necessary to facilitate contact by Standard;
 - c. Apply industry best practices in securing its information technology systems, including promptly applying relevant security patches to systems;
 - d. Act in a manner that complies with federal, state or local laws and rules;

- e. Maintain industry standard policies and standards for (i) defining the attributes required to access its information technology systems (ii) protection of personal information of insured members and (iii) ensuring that personal information is protected from access requests by unauthorized parties.
- (4) Client is solely responsible for securing access to its transmission facilities or equipment and securing access to or preventing alteration, delay, theft or destruction of its (or its end users') data file, programs, procedures or other information.
- (5) Client agrees that any Client information technology systems may cache temporarily credentials that are supplied by it for operational efficiency or sequential, repeated authentication purposes within a given session or reasonable length episode. Any shared attributes/credentials will not be used for any purpose or intent, and such credentials will be destroyed at the end of the session or episode in which they are needed. With the exception of anonymous attributes, such shared attributes/credentials will not be stored permanently.
- (6) Standard may, at its own expense, and upon reasonable notice, audit Client's information technology systems to determine if Client is in compliance with this Service Agreement. Client shall cooperate with Standard in the conduct of such audit.
- (7) Furnishing any information reasonably required by Standard to carry out its duties under this Service Agreement.

3. Fees and Payment.

- A. The fee is included in the premium charge for Group Life Insurance Policy Numbers 641685-A and 641685-D.
- B. Standard may change the amount, the method of determination, or both, of any fees not yet due, when a change in any law or regulation affects the manner in which Standard performs any function under this Service Agreement, provided that 180 days advance written notice is given to Client. The parties agree that such change in fees shall not become effective during the 180 days notice period and should Client determine that such change in fees is unacceptable, Client may terminate this Service Agreement by giving Standard at least 30 days written notice of termination. The amount, the method of determination, or both, of any fees not yet due may also be changed upon mutual agreement between Client and Standard.
- C. Standard may change the amount, the method of determination, or both, of any fees not yet due, upon 180 days written notice to Client. The parties agree that such change in fees shall not become effective during the 180 days notice period and should Client determine that such change in fees is unacceptable, Client may terminate this Service Agreement and/or the Master Agreement by giving Standard at least 30 days written notice of termination. No such change in fees shall be made more than once in any calendar year, provided that this limitation shall not apply to any changes in fees in connection with any change in the terms of this Service Agreement, or the Group Policy or changes in laws.
- D. Standard reserves the right to charge interest on any late payment under this Service Agreement in accordance with the provisions of the Group Policy, provided that no interest shall be charged for any fees or premium not paid by Client during the 45 days Grace Period.

4. Disclaimer.

- A. Standard will not provide life conversion notification when loss of coverage is due to failure to pay premiums.
- B. Standard will not provide life conversion notification when coverage is reduced due to a change in the member's classification.
- C. Standard will not provide life conversion notification to spouse and/or child dependents.
- D. Standard has not and will not provide legal advice, opinions or other legal services to Client relative to this Service Agreement. Client will rely solely upon the advice of its own legal counsel in evaluating the legal aspects of the Group Policy and the Service Agreement.

- E. Standard shall not be considered to have failed to perform its obligations under this Service Agreement if any delay or nonperformance on its part is due, in whole or in part, to Client's failure to discharge its own obligations promptly.
- F. After the termination of this Service Agreement, Standard shall have no further obligation of any nature or kind for providing notifications.

5. Notices.

Neither party will be bound by any notice, direction, requisition, or request, unless and until it is received in writing from the other party at the address listed below, or at such other address that Client may hereafter designate to Standard:

<p>To Standard:</p> <p>Standard Insurance Company 920 SW Sixth Avenue Portland, OR 97204 Attn: Leslie Huffman, National Accounts Consultant</p>	<p>To Client:</p> <p>County of Riverside 4080 Lemon St. 7th floor Riverside, CA 92502 Attn: Stacey M. Beale, Human Resources Division Manager</p>
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6. Termination.


Client will provide Standard with 30 day's advance notice of policy termination. This Service Agreement will terminate automatically on the date the last Group Policy terminates.

8. Certification of Authority to Execute this Service Agreement.

Both parties certify that the individual(s) signing herein has the authority to execute this Service Agreement on behalf his or her respective party, and may legally bind his or her respective party to the terms and conditions of this Service Agreement, and any attachments hereto.

The parties are signing this Service Agreement on the dates indicated below.

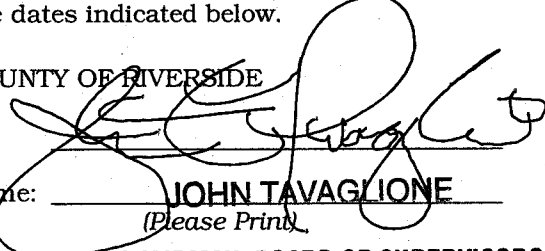
STANDARD INSURANCE COMPANY

By: 
 J. Greg Ness
 President

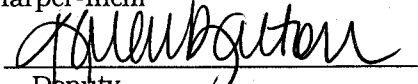
Date: November 26, 2012

ATTEST:

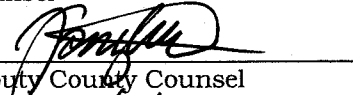
COUNTY OF RIVERSIDE

By: 
 Name: JOHN TAVAGLIONE
 (Please Print)
 Title: CHAIRMAN, BOARD OF SUPERVISORS

Date: DEC 18 2012

Clerk of the Board
 Kecia Harper-Ihem
 By: 
 Deputy
 Date: DEC 18 2012

Approved as to form:

Pamela J. Walls
 County Counsel
 By: 
 Deputy County Counsel
 Date: 12/6/12

Attachment E
Master Agreement
for
Policies 641685-A and 641685-D

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company

900 SW Fifth Avenue
Portland, Oregon 97204-1282

MASTER AGREEMENT

Client:	County of Riverside
Group Life Insurance Policy Number(s)	641685-A and 641685-D
Master Agreement Number:	641685
Master Agreement Effective Date:	January 1, 2013

This Master Agreement (the "Agreement") is between Client and Standard Insurance Company, an Oregon corporation ("Standard").

Client and Standard agree as follows:

1. Services.
 - A. Standard shall provide services in accordance with written service agreements, each of which shall reference this Agreement and constitute a separate transaction independent of other service agreements. Standard shall provide the services during the term provided for in the service agreements. Service agreements are subject to the terms of this Agreement. Each service agreement will contain additional terms and conditions specific to the services described in that service agreement. No service agreement will be effective unless it has been signed by Client and accepted by Standard. In the event of a conflict between any terms of this Agreement and those contained in a service agreement, the conflicting terms in the service agreement will prevail; however, the specific or additional terms set forth in any service agreement shall apply to the parties' rights and obligations under that service agreement only, and not to any other service agreement.
 - B. Any change in services will be set forth in a written amendment to the applicable service agreement. No amendment will be effective unless it has been signed by Client and accepted by Standard.
 - C. Group Policy means the group life insurance policies that Standard issued to Client as Policyholder under the Group Life Insurance Policy Number(s) shown above.
2. Use of Name. Except to the extent necessary to perform services and to fulfill obligations under a service agreement, neither party shall use the name, trademark, logo or identification of the other party without the other party's prior written consent.
3. Right to Inspect Records. Each party agrees to allow the other, on reasonable written notice and at reasonable time and places, to inspect and photocopy, at the inspecting party's sole expense, any material files and records in such party's possession relating to the service performed under a service agreement.

Any records, reports and other information prepared and maintained by Standard pursuant to this Agreement or any service agreement shall be retained by Standard for at least 7 years following the termination of this Agreement or any service agreement. This obligation is not terminated upon the termination of this Agreement or any service agreement, whether by rescission or otherwise.

4. **Assignment and Subcontracting.** This Agreement shall not be delegated or assigned by either party without the other party's prior written consent. Standard may not subcontract for the performance of any of its services under this Agreement or service agreement without the Client's prior written consent. Any attempt to delegate, assign or subcontract any interest or obligation in contravention of this section shall be deemed void and of no force or effect.
5. **Relationship of the Parties.** Standard and Client are each acting under this Agreement and any service agreement as an independent contractor and not as an employee, joint venturer or partner of the other. Neither party nor their respective employees shall have any authority to make any representation, contract or commitment on behalf of the other party unless specifically requested or authorized to do so by authorized personnel of such other party.
6. **Fiduciary Status of Standard.** Standard shall not be deemed to be a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974, except as required by applicable law.
7. **Indemnification.**
 - A. For purposes of this Section, the term "Agreement" refers to this Agreement and any written service agreements that are subject to the terms of this Agreement.
 - B. Standard shall indemnify and hold harmless Client, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any services of Standard, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Standard, its officers, employees, subcontractors, agents or representatives from this Agreement. Standard shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Standard, Standard shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Client; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Standard's indemnification to Indemnitees as set forth herein. Standard's obligation hereunder shall be satisfied when Standard has provided to the Indemnitees the appropriate form of dismissal relieving the Indemnitees from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Standard's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

Standard's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to Client pursuant to this Agreement. In the event of any such action or claim, Standard shall provide immediate notice to Client of the action or claim. Standard may defend or settle the action or claim as Standard deems appropriate; however, Standard shall be required to obtain for Client the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

- C. Client shall indemnify and hold Standard harmless from any and all liability, loss, damages, fines, penalties and costs, including reasonable expenses and reasonable attorney's fees, which Standard, its officers, agents and employees may sustain by reason of 1) negligence, intentional wrongdoing, fraud or criminal conduct of Client relating to this Agreement or 2) complying with Client's written instructions relating to this Agreement if such instructions are against Standard's recommendations.

8. Insurance.

- A. Without limiting or diminishing the Standard's obligation to indemnify or hold the Client harmless, Standard shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. With respect to the insurance section only, the term "Client" as used herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.
- B. Workers' Compensation: If the Standard has employees as defined by the State of California, the Standard shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.
- C. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Standard's performance of its obligations hereunder. Policy shall name the Client as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.
- D. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Standard shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the Client as Additional Insureds.
- E. General Insurance Provisions - All lines:
 - 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
 - 2) Standard must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the Client, and at the election of the Country's Risk Manager, Standard's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the Client, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
 - 3) Standard shall cause Standard's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original

copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *Standard shall not commence operations until the Client has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

- 4) It is understood and agreed to by the parties hereto that the Standard's insurance shall be construed as primary insurance, and the Client's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the Client reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Standard has become inadequate.
- 6) Standard shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the Client.
- 8) Standard agrees to notify Client of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

9. Wellness Payment.

Standard agrees to pay Client Ten Thousand Dollars and No Cents (\$10,000.00) annually to be used as part of the Client's Wellness program. This fee shall be paid by Standard to the Client within 30 days of receipt of its invoice.

10. Termination. Termination of a service agreement does not terminate this Agreement. However, termination of the Agreement does terminate all service agreements. This Agreement may be terminated as follows:

- A. Without Cause. Either party may terminate this Agreement or any active service agreement by providing the other party at least 180 days prior written notice. If any active service agreement allows a shorter notice period for termination, such provision in the service agreement shall control with respect to that service agreement only.
- B. Default. Either party may terminate this Agreement or any service agreement if the other party breaches or is in default of any obligation of this Agreement or any active service agreement, which default is incapable of cure or which, being capable of cure, has not been cured within 10 days after receipt of written notice (or within such additional cure period as the nondefaulting party may authorize).

- C. Notice of Change. With respect to any notice of change in fees, rates or terms of the Group Policy, Master Agreement or any service agreement provided by Standard to Client, Client may terminate the Master Agreement and/or any service agreement by giving Standard at least 30 days written notice of termination.

11. Confidential Information.

- A. "Confidential Information" means Client's information that is not generally released to third parties in the absence of confidentiality requirements; or is not generally released to third parties unless required by law; or is classified under state or federal law as confidential or private information which disclosure is restricted by law; or is proprietary to Client or the disclosure of which would be detrimental to Client.
- B. Standard shall maintain the confidential and proprietary nature of Confidential information and shall: (i) restrict disclosure of such Confidential Information to its own employees to whom the Standard determines disclosure is reasonably necessary as having a "need to know"; (ii) advise such persons of the obligations of confidentiality hereunder with respect to such Confidential Information; (iii) make disclosures to third party contractors and other non-employees under Standard's control who have a "need to know" only if such third party contractors and other non-employees execute a non-disclosure agreement that require they treat Confidential Information with the same degree of care, and to limit disclosure of Confidential Information, as set forth in the terms and conditions of this Agreement; (iv) limit the number of copies made of such Confidential Information to those reasonably necessary to fulfill the purpose of this Agreement or service agreement (and reproduce any legends or notices of the confidentiality or proprietary nature on each copy), except that no copies shall be made of computer software programs or related documentation except pursuant to the terms of any separate license or other agreement governing Standard's rights in that software or documentation; (v) use such Confidential Information only for the purposes of this Agreement or service agreement and only for the benefit of Client, and not otherwise appropriate such Confidential Information to its own use or to the use of any other person or entity; and (vi) use substantially the same degree of care to maintain the confidentiality of such Confidential Information as Standard uses with respect to its own Confidential Information (but in any event not less than a reasonable standard of care). These obligations do not apply to information or materials that are or become generally known by third parties other than as a result of an act or omission by Standard; were already independently known by Standard prior to receiving them from Insurer; or are developed independently by Standard.
- C. Standard may disclose Confidential Information if required by law, provided that Standard promptly notifies Client upon receipt of such request for disclosure and such notice was given prior to Standard's disclosure of Confidential Information. Standard shall promptly notify Client in writing of any breaches of confidentially under this Agreement, to the extent Standard has obtained knowledge of such breach.

12. Warranties. Standard warrants that:

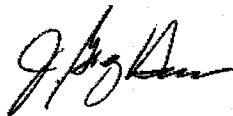
- A. It is licensed to conduct its business as it is now being conducted and is authorized to do business in each state in which it provides services;
- B. The services will be performed on time and will be performed in a professional manner in accordance with service providers practicing under similar conditions and in accordance with generally acceptable industry standards;
- C. The services will be performed in accordance with all applicable laws, regulations or other legal requirements in effect as of the date services are performed; and
- D. Its personnel are trained, qualified and have direct experience in performing the services. Standard warrants the performance of any subcontractor used in performance of the services in the same manner that Standard warrants its own personnel.

13. Force Majeure. Neither party shall be responsible for any delay or failure in performance of any part of this Agreement or service agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control.
14. Notice of Suit
 - A. Client shall promptly give Standard written notice of any lawsuit or other legal proceedings arising under this Agreement and any written service agreements that are subject to the terms of this Agreement.
 - B. Standard shall promptly give Client written notice of any lawsuit or other legal proceedings arising under this Agreement and any written service agreements that are subject to the terms of this Agreement.
15. Governing Law and Venue. This Agreement and all service agreements shall be subject to and construed under the laws of the State of California. All actions and proceedings arising in connection with this Agreement or any service agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.
16. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to its subject matter. This Agreement supersedes any and all other agreements, whether oral or written, between the parties with respect to its subject matter.
17. Amendment and Waiver. Except as expressly provided in this Agreement, neither this Agreement, service agreement, nor any term thereof may be amended, waived, discharged or terminated other than by a written instrument signed by both parties. The failure of either party to insist on strict compliance with this Agreement or any service agreement, or to exercise any right or remedy under this Agreement or any service agreement, shall not constitute a waiver of any rights or remedies provided under this Agreement or any service agreement, nor stop the parties from demanding full and complete compliance nor prevent the parties from exercising such a right or remedy in the future.
18. Severability. If any provision of this Agreement or any service agreement becomes invalid or unenforceable by reason of any change in the law or by reason of the decision of any court or government agency, the remaining provisions shall remain in effect unless either party determines in good faith that the elimination of the provision found to be invalid or unenforceable subjects that party to prosecution, civil penalty, loss of license or material economic burden in which event that party may notify the other party in writing and seek renegotiation of that portion of the Agreement or service agreement found to be invalid or unenforceable.
19. Duplicate Originals. This Agreement may be executed in one or more duplicate counterparts, each of which shall be deemed to be an original, but which collectively shall constitute one and the same instrument.
20. Government Claims Act. The provisions of the Government Claims Act (California Government Code Section 900 et seq.) must be followed first for any disputes under this Agreement or any service agreement.
21. Disallowance. In the event Standard receives payment under this Agreement or any service agreement, which is later disallowed by Client for nonconformance with the terms of this Agreement or any service agreement, subject to the terms of the Group Policy, Standard shall promptly refund the disallowed amount to Client on request; or at its option Client may offset the amount disallowed from any payment due to Standard.
22. Compliance with Law. Standard shall comply with all applicable federal, state and local laws and regulation in the performance of this Agreement or any service agreement.

- 23. Acquiring Services. Nothing in this Agreement shall prohibit Client from acquiring the same type or equivalent services from other sources, when deemed by Client to be in its best interest.
- 24. Certification of Authority to Execute this Agreement. Both parties certify that the individual(s) signing herein has the authority to execute this Agreement on behalf his or her respective party, and may legally bind his or her respective party to the terms and conditions of this Agreement, and any attachments hereto.

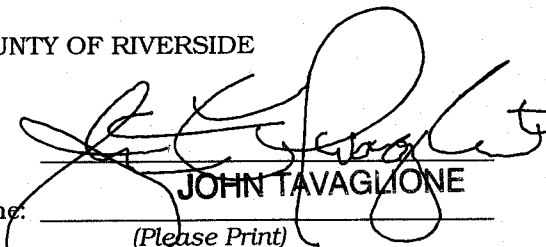
The parties are signing this Agreement on the dates indicated below.

STANDARD INSURANCE COMPANY

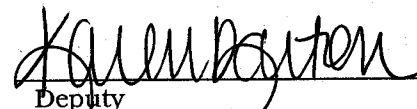
By: 
 J. Greg Ness
 President

Date: November 19, 2012

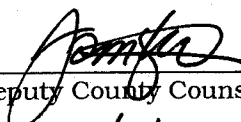
COUNTY OF RIVERSIDE

By: 
 Name: JOHN TAVAGLIONE
 (Please Print)
 Title: CHAIRMAN, BOARD OF SUPERVISORS
 Date: DEC 18 2012

ATTEST:
 Clerk of the Board
 Kecia Harper-Ihem

By: 
 Deputy
 Date: DEC 18 2012

Approved as to form:
 Pamela J. Walls
 County Counsel

By: 
 Deputy County Counsel
 Date: 12/6/12

MAST09 (4/29/09)X

Attachment F
Standard Group Insurance Letters of Understanding
for
Policy 641685-A, 641685-C, and 641685-D

**LETTER OF UNDERSTANDING
CONCERNING THE GROUP LIFE INSURANCE POLICY**

This **Letter of Understanding** is made by and between the County of Riverside, a political subdivision of the State of California ("Policyholder" or "Employer"), and Standard Insurance Company, an Oregon corporation ("Standard"), and referred to collectively as the "Parties."

WHEREAS, Standard previously issued Group Life Insurance Policy Number 641685-A ("Group Policy") with an initial effective date of September 1, 2001 to the County of Riverside, as the Policyholder and Employer; and,

WHEREAS, the Group Policy, as amended, is currently effective January 1, 2012 through December 31, 2013; and,

WHEREAS, Standard agrees to waive enforcement of certain provisions in the Group Policy and the Parties desire to further modify and clarify certain provisions in the Group Policy;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the County and Standard agree as follows:

1. Defined Terms. Unless otherwise defined herein, the capitalized terms used herein shall have the same meaning set forth in the Group Policy.

2. Termination or Amendment of the Group Policy

a. With respect to the second sentence of the second paragraph under "Termination or Amendment of The Group Policy" of the Group Policy, the Parties agree that no change or amendment to the Group Policy will be valid unless approved in writing by the Policyholder and one of Standard's executive officers and given to the Policyholder for attachment to the Group Policy.

b. With respect to the third paragraph under "Termination or Amendment of The Group Policy" of the Group Policy, Standard agrees not to change the Group Policy in whole or in part: (1) without the Policyholder's consent; or (2) unless any change or clarification in law or governmental regulation affects Standard's obligations under the Group Policy, provided that Standard shall give written Notice of Change to Group Policy to the Policyholder not less than 90 days or as soon as reasonably practicable prior to Standard's amendatory endorsement of such change to the Group Policy.

3. Policyholder Provisions

a. **Section C – Changes in Premium Rates**

With respect to Section C (Changes in Premium Rates) under the "Policyholder Provisions" of the Group Policy, Standard agrees not to change Premium Rates

under the following circumstances unless Standard has provide written Notice of Rate Change to the Policyholder not less than 90 days before the effective date of such rate change:

- (1) A change or clarification in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in Standard's obligations; or
- (2) Factors material to underwriting the risk Standard assumed under the Group Policy, including, but not limited to, number of persons insured, age, Annual Earnings, gender and occupational classification, change by 25% or more.

Standard further agrees that the above-described rate change shall not occur more often than once in any calendar year.

b. Section E – Grace Period and Termination for Nonpayment

With respect to the third paragraph of Section E (Grace Period and Termination for Nonpayment) under the "Policyholder Provisions" of the Group Policy, Standard agrees that no interest shall be charged for any premium which is not paid during the Grace Period, and waives the enforcement of the following provision: "We may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period."

c. Section J – Records and Reports

(1) With respect to the second sentence of the first paragraph of Section J (Records and Reports), Standard agrees that its right at all reasonable times to inspect the payroll and other records of the Policyholder or Employer which relate to the insurance under the Group Policy shall be limited to such records retained by Policyholder or Employer for seven (7) years following the close of the Policyholder or Employer's fiscal year end during which this Group Policy is in effect.

(2) With respect to Section J (Records and Reports), the Parties agree to the following provision:

"Policyholder or Employer has the right at all reasonable times to inspect all records of Standard which relate to insurance under this Group Policy, which shall be retained by Standard for at least seven (7) years following the termination of this Group Policy."

d. Section K – Agency and Release

(1) With respect to the third sentence of Section K (Agency and Release) under the "Policyholder Provisions" of the Group Policy, Standard agrees not to enforce the following provision:

“The Policyholder and each Employer hereby release, hold harmless and indemnify Standard Insurance Company from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of any of them or their representatives, agency or employees.”

(2) With respect to Section K (Agency and Release) under the “Policyholder Provisions” of the Group Policy, the Parties agree to the following provision:

“Individuals selected by us to perform our obligations under this Group Policy represent and act on behalf of Standard Insurance Company, and do not represent or act on behalf of the Policyholder or Employer. We and such individuals have no authority to alter, expand or extend the liability of the Policyholder or Employer or to waive, modify or compromise any defense or right that the Policyholder or Employer may have under the Group Policy.”

e. Section L – Notice of Suit And Indemnification

(1) With respect to the second paragraph of Section L (Notice of Suit and Indemnification, Standard agrees not to enforce the following provision:

The Policyholder and Employer will indemnify and hold us harmless from any and all contractual or extra-contractual claims, demands, losses, costs and expenses, including interest, penalties and attorney’s fees, which Policyholder and/or Employer may incur or suffer as a result of any such negligent, intentional or wrongful acts.”

(2) With respect to Section L (Notice of Suit and Indemnification) under the “Policyholder Provisions” of the Group Policy, the Parties agree to the following provision:

“We shall promptly give the Policyholder and Employer written notice of any lawsuit or other legal proceedings arising under the Group Policy.

f. Section M – Entire Contract, Changes

(1) With respect to the first paragraph of Section L (Entire Contract, Changes) under the “Policyholder Provision” of the Group Policy, the Parties agree that this Letter of Understanding is incorporated into and made part of the Group Policy between Standard and the Policyholder.

(2) Except as otherwise stated in this Letter of Understanding, with respect to the second sentence of the second paragraph of Section M (Entire Contract, Changes) under the “Policyholder Provision” of the Group Policy, the Parties agree that no change in Group Policy will be valid unless it is approved in writing by the Policyholder and one of Standard’s executive officers and given to the Policyholder for attachment to the Group Policy.

4. Approval by Department of Insurance

a. The Parties understand and agree that changes to the Group Policy are subject to the regulatory approval of the Department of Insurance for the State of California and changes to the Group Policy cannot be made until such changes are approved by the Department of Insurance.

b. Standard agrees to make the appropriate filings with the Department of Insurance for the State of California (referred to as "Department") to amend the Group Policy in a manner that incorporates the provisions of this Letter of Understanding within the Group Policy. Such filings shall occur immediately, but no later than thirty (30) days, following the issuance of the Group Policy and shall be in a form which is appropriate under the requirements of the Department.

c. Prior to making the appropriate filings with the Departments as set forth in Section 4.a. above, Standard shall provide the Policyholder a draft amendment to the Group Policy for review and approval.

d. Upon receipt of the Department's determinations regarding the Standard's filings to amend the Group Policy, Standard shall promptly provide written notice of such determinations to the Policyholder.

e. In the event the Department does not approve Standard's filings to amend the Group Policy, Standard agrees to the following:

(i) Standard, upon request by Policyholder, shall work with the Policyholder in good faith to make any necessary changes to the amendment to the Group Policy to ensure a successful filing with the Department.

(ii) Standard shall honor and comply with all terms, conditions and provisions of this Letter of Understanding, and represents that all terms, conditions, and provisions of this Letter of Understanding are valid and enforceable against Standard.

5. Notice to Parties. All notices and other communications required to be given under this Letter of Understanding shall be in writing and either delivered personally or by express delivery or United States mail at the address set forth below or such other address as the Parties may hereafter designate, and shall be deemed to be delivered on receipt:

The County of Riverside
Attn: Stacey Beale
4080 Lemon St., 1st Floor
Riverside, CA 92501

Standard Insurance Company
Attn: Leslie Huffman
920 SW Sixth Avenue
Portland, OR 97204

6. Full Force and Effect. Except as modified by this Letter of Understanding, all other provisions of the Group Policy shall remain in full force and effect.

7 Conflicts. The provisions of this Letter of Understanding shall prevail over any provisions in the Group Policy that conflict or appear inconsistent with any provision in this Letter of Understanding.

8. Certification of Authority to Execute This Letter of Understanding. Standard certifies that the individual signing below has the authority to execute this Letter of Understanding on behalf of Company, and may legally bind Company to the terms and conditions of this Letter of Understanding.

9. Effective Date. This Letter of Understanding is made effective as of January 1, 2013 ("Effective Date").

10. Termination. This Letter of Understanding shall automatically terminate on the date the Group Policy terminates or the Department's approval of Standard's filings to amend the Group Policy pursuant to Section 4.a, whichever occurs first.

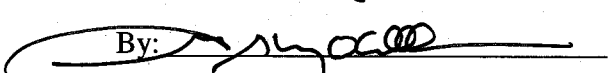
11. Severability. In the event any provision contained in this Letter of Understanding is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

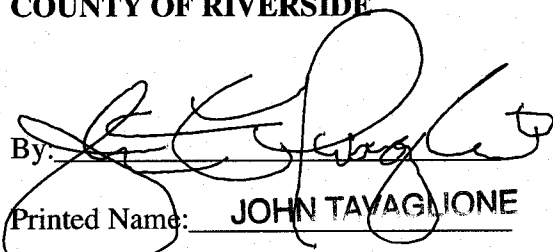
12. Governing Law; Venue. This Letter of Understanding shall be governed and construed by the laws of the State of California without regard to its conflict of laws principles. All actions and proceedings arising in connection with this Letter of Understanding shall be tried and litigated exclusively in the state and federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.


IN WITNESS WHEREOF, the Parties hereto have caused their duly appointed representatives to execute this Letter of Understanding Concerning the Group Life Insurance Policy as set forth below.

Standard Insurance Company,
an Oregon corporation

COUNTY OF RIVERSIDE

By: 
Printed Name: G-Sky O'Callahan
Title: AVP CUSTOMER SUPPORT
Date: 11-27-12

By: 
Printed Name: JOHN TAVAGNONE
Title: CHAIRMAN, BOARD OF SUPERVISORS
Date: DEC 18 2012

ATTEST:
KECIA HARPER-IHEM, Clerk
By: 
DEPUTY

DEC 18 2012 3.26

**LETTER OF UNDERSTANDING
CONCERNING THE GROUP LONG TERM DISABILITY INSURANCE POLICY**

This **Letter of Understanding** is made by and between the County of Riverside, a political subdivision of the State of California ("Policyholder" or "Employer"), and Standard Insurance Company, an Oregon corporation ("Standard"), and referred to collectively as the "Parties."

WHEREAS, Standard previously issued Group Long Term Disability Insurance Policy Number 641685-C ("Group Policy") with an initial effective date of July 11, 2011 to the County of Riverside, as the Policyholder and Employer; and,

WHEREAS, the Group Policy, as amended, is currently effective July 1, 2011 through July 1, 2013; and,

WHEREAS, Standard agrees to waive enforcement of certain provisions in the Group Policy and the Parties desire to further modify and clarify certain provisions in the Group Policy;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the County and Standard agree as follows:

1. Defined Terms. Unless otherwise defined herein, the capitalized terms used herein shall have the same meaning set forth in the Group Policy.

2. Termination or Amendment of the Group Policy

a. With respect to the second sentence of the second paragraph under "Termination or Amendment of The Group Policy" of the Group Policy, the Parties agree that no change or amendment to the Group Policy will be valid unless approved in writing by the Policyholder and one of Standard's executive officers and given to the Policyholder for attachment to the Group Policy.

b. With respect to the third paragraph under "Termination or Amendment of The Group Policy" of the Group Policy, Standard agrees not to change the Group Policy in whole or in part: (1) without the Policyholder's consent; or (2) unless any change or clarification in law or governmental regulation affects Standard's obligations under the Group Policy, provided that Standard shall give written Notice of Change to Group Policy to the Policyholder not less than 90 days or as soon as reasonably practicable prior to Standard's amendatory endorsement of such change to the Group Policy.

3. Policyholder Provisions

a. **Section C – Changes in Premium Rates**

With respect to Section C (Changes in Premium Rates) under the "Policyholder Provisions" of the Group Policy, Standard agrees not to change Premium Rates

under the following circumstances unless Standard has provide written Notice of Rate Change to the Policyholder not less than 90 days before the effective date of such rate change:

(1) A change or clarification in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in Standard's obligations;

(2) Factors material to underwriting the risk Standard assumed under the Group Policy with respect to an Employer, including, but not limited to, number of persons insured, age, Predisability Earnings, gender and occupational classification, changes by 25% or more; or

(3) The premium contribution arrangement for Members is changed or varies from that stated in the Group Policy when issued or last renewed.

b. Section E – Grace Period and Termination for Nonpayment

With respect to the third paragraph of Section E (Grace Period and Termination for Nonpayment) under the "Policyholder Provisions" of the Group Policy, Standard agrees that no interest shall be charged for any premium which is not paid during the Grace Period, and waives the enforcement of the following provision: "We may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period."

c. Section I – Records and Reports

(1) With respect to the second sentence of the first paragraph of Section I (Records and Reports), Standard agrees that its right at all reasonable times to inspect the payroll and other records of the Policyholder or Employer which relate to the insurance under the Group Policy shall be limited to such records retained by Policyholder or Employer for seven (7) years following the close of the Policyholder or Employer's fiscal year end during which this Group Policy is in effect.

(2) With respect to Section I (Records and Reports), the Parties agree to the following provision:

"Policyholder or Employer has the right at all reasonable times to inspect all records of Standard which relate to insurance under this Group Policy, which shall be retained by Standard for at least seven (7) years following the termination of this Group Policy."

d. Section J – Agency and Release

(1) With respect to the third sentence of Section J (Agency and Release) under the "Policyholder Provisions" of the Group Policy, Standard agrees not to enforce the following provision:

“The Policyholder and each Employer hereby release, hold harmless and indemnify Standard Insurance Company from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of any of them or their representatives, agency or employees.”

(2) With respect to Section J (Agency and Release) under the “Policyholder Provisions” of the Group Policy, the Parties agree to the following provision:

“Individuals selected by us to perform our obligations under this Group Policy represent and act on behalf of Standard Insurance Company, and do not represent or act on behalf of the Policyholder or Employer. We and such individuals have no authority to alter, expand or extend the liability of the Policyholder or Employer or to waive, modify or compromise any defense or right that the Policyholder or Employer may have under the Group Policy.”

e. Section K – Notice of Suit

With respect to Section K (Notice of Suit) under the “Policyholder Provisions” of the Group Policy, the Parties agree to the following provision:

“We shall promptly give the Policyholder and Employer written notice of any lawsuit or other legal proceedings arising under the Group Policy.

f. Section L – Entire Contract, Changes

(1) With respect to the first paragraph of Section L (Entire Contract, Changes) under the “Policyholder Provision” of the Group Policy, the Parties agree that this Letter of Understanding is incorporated into and made part of the Group Policy between Standard and the Policyholder.

(2) Except as otherwise stated in this Letter of Understanding, with respect to the second sentence of the second paragraph of Section L (Entire Contract, Changes) under the “Policyholder Provision” of the Group Policy, the Parties agree that no change in Group Policy will be valid unless it is approved in writing by the Policyholder and one of Standard’s executive officers and given to the Policyholder for attachment to the Group Policy.

4. Approval by Department of Insurance

a. The Parties understand and agree that changes to the Group Policy are subject to the regulatory approval of the Department of Insurance for the State of California and changes to the Group Policy cannot be made until such changes are approved by the Department of Insurance.

b. Standard agrees to make the appropriate filings with the Department of Insurance for the State of California (referred to as “Department”) to amend the Group Policy in a manner that incorporates the provisions of this Letter of Understanding within the Group Policy. Such filings shall occur immediately, but no later than thirty (30) days, following the

issuance of the Group Policy and shall be in a form which is appropriate under the requirements of the Department.

c. Prior to making the appropriate filings with the Departments as set forth in Section 4.a. above, Standard shall provide the Policyholder a draft amendment to the Group Policy for review and approval.

d. Upon receipt of the Department's determinations regarding the Standard's filings to amend the Group Policy, Standard shall promptly provide written notice of such determinations to the Policyholder.

e. In the event the Department does not approve Standard's filings to amend the Group Policy, Standard agrees to the following:

(i) Standard, upon request by Policyholder, shall work with the Policyholder in good faith to make any necessary changes to the amendment to the Group Policy to ensure a successful filing with the Department.

(ii) Standard shall honor and comply with all terms, conditions and provisions of this Letter of Understanding, and represents that all terms, conditions, and provisions of this Letter of Understanding are valid and enforceable against Standard.

5. Notice to Parties. All notices and other communications required to be given under this Letter of Understanding shall be in writing and either delivered personally or by express delivery or United States mail at the address set forth below or such other address as the Parties may hereafter designate, and shall be deemed to be delivered on receipt:

The County of Riverside
Attn: Stacey Beale
4080 Lemon St., 1st Floor
Riverside, CA 92501

Standard Insurance Company
Attn: Leslie Huffman
920 SW Sixth Avenue
Portland, OR 97204

6. Full Force and Effect. Except as modified by this Letter of Understanding, all other provisions of the Group Policy shall remain in full force and effect.

7. Conflicts. The provisions of this Letter of Understanding shall prevail over any provisions in the Group Policy that conflict or appear inconsistent with any provision in this Letter of Understanding.

8. Certification of Authority to Execute This Letter of Understanding. Standard certifies that the individual signing below has the authority to execute this Letter of Understanding on behalf of Company, and may legally bind Company to the terms and conditions of this Letter of Understanding.

9. Effective Date. This Letter of Understanding is made effective as of January 1, 2013 ("Effective Date").

10. Termination. This Letter of Understanding shall automatically terminate on the date the Group Policy terminates or the Department's approval of Standard's filings to amend the Group Policy pursuant to Section 4.a, whichever occurs first.

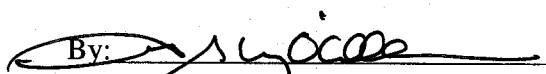
11. Severability. In the event any provision contained in this Letter of Understanding is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

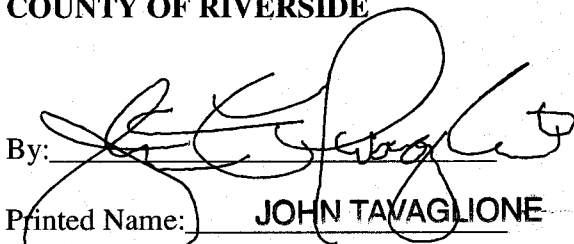
12. Governing Law; Venue. This Letter of Understanding shall be governed and construed by the laws of the State of California without regard to its conflict of laws principles. All actions and proceedings arising in connection with this Letter of Understanding shall be tried and litigated exclusively in the state and federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.


IN WITNESS WHEREOF, the Parties hereto have caused their duly appointed representatives to execute this Letter of Understanding Concerning the Group Long Term Disability Insurance Policy as set forth below.

Standard Insurance Company,
an Oregon corporation

COUNTY OF RIVERSIDE

By: 
Printed Name: G. Sky O'CONNELL
Title: AVP Customer Support
Date: 11-27-12

By: 
Printed Name: JOHN TAVAGLIONE
Title: CHAIRMAN, BOARD OF SUPERVISORS
Date: DEC 18 2012

ATTEST:
KECIA HARPER-IHEM, Clerk
By: 
DEPUTY

**LETTER OF UNDERSTANDING
CONCERNING THE GROUP LIFE INSURANCE POLICY**

This **Letter of Understanding** is made by and between the County of Riverside, a political subdivision of the State of California ("Policyholder" or "Employer"), and Standard Insurance Company, an Oregon corporation ("Standard"), and referred to collectively as the "Parties."

WHEREAS, Standard has issued the Group Life Insurance Policy Number 641685-D (the "Group Policy") with an effective date of January 1, 2013 to the County of Riverside, as the Policyholder and Employer; and,

WHEREAS, Standard agrees to waive enforcement of certain provisions in the Group Policy and the Parties desire to modify and clarify certain provisions in the Group Policy;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the County and Standard agree as follows:

1. Defined Terms. Unless otherwise defined herein, the capitalized terms used herein shall have the same meaning set forth in the Group Policy.

2. Termination or Amendment of the Group Policy

a. With respect to the second sentence of the second paragraph under "Termination or Amendment of The Group Policy" of the Group Policy, the Parties agree that no change or amendment to the Group Policy will be valid unless approved in writing by the Policyholder and one of Standard's executive officers and given to the Policyholder for attachment to the Group Policy.

b. With respect to the third paragraph under "Termination or Amendment of The Group Policy" of the Group Policy, Standard agrees not to change the Group Policy in whole or in part: (1) without the Policyholder's consent; or (2) unless any change or clarification in law or governmental regulation affects Standard's obligations under the Group Policy, provided that Standard shall give written Notice of Change to Group Policy to the Policyholder not less than 90 days or as soon as reasonably practicable prior to Standard's amendatory endorsement of such change to the Group Policy.

3. Policyholder Provisions

a. **Section C – Changes in Premium Rates**

With respect to Section C (Changes in Premium Rates) under the "Policyholder Provisions" of the Group Policy, Standard agrees not to change Premium Rates under the following circumstances unless Standard has provide written Notice of Rate Change to the Policyholder not less than 90 days before the effective date of such rate change:

(1) A change or clarification in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in Standard's obligations; or

(2) Factors material to underwriting the risk Standard assumed under the Group Policy, including, but not limited to, number of persons insured, age, Annual Earnings, gender and occupational classification, change by 25% or more.

b. Section E – Grace Period and Termination for Nonpayment

With respect to the third paragraph of Section E (Grace Period and Termination for Nonpayment) under the "Policyholder Provisions" of the Group Policy, Standard agrees that no interest shall be charged for any premium which is not paid during the Grace Period, and waives the enforcement of the following provision: "We may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period."

c. Section J – Agency and Release

(1) With respect to the third sentence of Section J (Agency and Release) under the "Policyholder Provisions" of the Group Policy, Standard agrees not to enforce the following provision: "The Policyholder and each Employer hereby release, hold harmless and indemnify Standard Insurance Company from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of any of them or their representatives, agents or employees." The Parties agree that such provision shall be deleted in its entirety from the Group Policy.

(2) With respect to Section J (Agency and Release) under the "Policyholder Provisions" of the Group Policy, the Parties agree to the following provision:

"Individuals selected by us to perform our obligations under this Group Policy represent and act on behalf of Standard Insurance Company, and do not represent or act on behalf of the Policyholder or Employer. We and such individuals have no authority to alter, expand or extend the liability of the Policyholder or Employer or to waive, modify or compromise any defense or right that the Policyholder or Employer may have under the Group Policy. "

d. Section K – Notice of Suit

With respect to Section K (Notice of Suit) under the "Policyholder Provisions" of the Group Policy, the Parties agree to the following provision:

"We shall promptly give the Policyholder and Employer written notice of any lawsuit or other legal proceedings arising under the Group Policy."

e. Section L – Entire Contract, Changes

(1) With respect to the first paragraph of Section L (Entire Contract, Changes) under the “Policyholder Provision” of the Group Policy, the Parties agree that this Letter of Understanding is incorporated into and made part of the Group Policy between Standard and the Policyholder.

(2) Except as otherwise stated in this Letter of Understanding, with respect to the second sentence of the second paragraph of Section L (Entire Contract, Changes) under the “Policyholder Provision” of the Group Policy, the Parties agree that no change in Group Policy will be valid unless it is approved in writing by the Policyholder and one of Standard’s executive officers and given to the Policyholder for attachment to the Group Policy.

4. Approval by Department of Insurance

a. The Parties understand and agree that changes to the Group Policy are subject to the regulatory approval of the Department of Insurance for the State of California and changes to the Group Policy cannot be made until such changes are approved by the Department of Insurance.

b. Standard agrees to make the appropriate filings with the Department of Insurance for the State of California (referred to as “Department”) to amend the Group Policy in a manner that incorporates the provisions of this Letter of Understanding within the Group Policy. Such filings shall occur immediately, but no later than thirty (30) days, following the issuance of the Group Policy and shall be in a form which is appropriate under the requirements of the Department.

c. Prior to making the appropriate filings with the Department as set forth in Section 4.a. above, Standard shall provide the Policyholder a draft amendment to the Group Policy for review and approval.

d. Upon receipt of the Department’s determinations regarding the Standard’s filings to amend the Group Policy, Standard shall promptly provide written notice of such determinations to the Policyholder.

e. In the event the Department does not approve Standard’s filings to amend the Group Policy, Standard agrees to the following:

(i) Standard, upon request by Policyholder, shall work with the Policyholder in good faith to make any necessary changes to the amendment to the Group Policy to ensure a successful filing with the Department.

(ii) Standard shall honor and comply with all terms, conditions and provisions of this Letter of Understanding, and represents that all terms, conditions, and provisions of this Letter of Understanding are valid and enforceable against Standard.

5. Notice to Parties. All notices and other communications required to be given under this Letter of Understanding shall be in writing and either delivered personally or by express delivery or United States mail at the address set forth below or such other address as the Parties may hereafter designate, and shall be deemed to be delivered on receipt:

The County of Riverside
Attn: Stacey Beale
4080 Lemon St., 1st Floor
Riverside, CA 92501

Standard Insurance Company
Attn: Leslie Huffman
920 SW Sixth Avenue
Portland, OR 97204

6. Full Force and Effect. Except as modified by this Letter of Understanding, all other provisions of the Group Policy shall remain in full force and effect.

7. Conflicts. The provisions of this Letter of Understanding shall prevail over any provisions in the Group Policy that conflict or appear inconsistent with any provision in this Letter of Understanding.

8. Certification of Authority to Execute This Letter of Understanding. Standard certifies that the individual signing below has the authority to execute this Letter of Understanding on behalf of Company, and may legally bind Company to the terms and conditions of this Letter of Understanding.

9. Effective Date. This Letter of Understanding is made effective as of January 1, 2013 ("Effective Date").

10. Termination. This Letter of Understanding shall automatically terminate on the date the Group Policy terminates or the Department's approval of Standard's filings to amend the Group Policy pursuant to Section 4.a, whichever occurs first.

11. Severability. In the event any provision contained in this Letter of Understanding is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

12. Governing Law; Venue. This Letter of Understanding shall be governed and construed by the laws of the State of California without regard to its conflict of laws principles. All actions and proceedings arising in connection with this Letter of Understanding shall be tried and litigated exclusively in the state and federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

IN WITNESS WHEREOF, the Parties hereto have caused their duly appointed representatives to execute this Letter of Understanding Concerning the Group Life Insurance Policy as set forth below.

Standard Insurance Company,
an Oregon corporation

COUNTY OF RIVERSIDE

By: [Signature]

By: [Signature]

Printed Name: G. Sky O'Callan

Printed Name: JOHN TAVAGLIONE

Title: AVP - Customer Support

Title: CHAIRMAN, BOARD OF SUPERVISORS

Date: 11-27-12

Date: DEC 18 2012

ATTEST:
KECIA HARPER-JHEM, Clerk
By: [Signature]
DEPUTY

Attachment G
Beneficiary Financial Counseling Services Agreement



This Beneficiary Financial Counseling Service Agreement ("Agreement") is entered into as of January 1, 2013 by and between StanCorp Investment Advisers, Inc., an Oregon Corporation ("we", "us", "our" or "StanCorp") and County of Riverside ("you", "your" or "the Client"), a political subdivision of the State of California, for beneficiary financial counseling services.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, StanCorp and Client agree as follows:

1. Services. We will provide the following beneficiary financial counseling services to the beneficiary of any group Life and/or Accidental Death and Dismemberment ("AD&D") insurance coverage under the group Life and/or AD&D insurance policy that was issued to you by Standard Insurance Company (Group Policy # 641685-A and 641685-D) ("Group Policy"):

- a. Unlimited telephone consultations with a certified financial planner for general financial counseling for twelve (12) months following the date of death of a person insured under the Group Policy.
- b. General financial planning materials.
- c. Preparation of a written financial plan based on financial information obtained through an informational interview with the beneficiary.

2. Limitations. We will not provide specific financial or investment recommendations to beneficiaries in connection with the beneficiary financial counseling service pursuant to this Agreement. Further, beneficiary financial counseling services will not be made available to beneficiaries who are minors or where the beneficiary is a trust or an estate.

3. Fees. The fee for the services outlined shall be \$1000 per beneficiary who requests and receives a written financial plan. No fees will be charged for telephone consultations that do not involve the preparation of a written financial plan. Fees shall initially be paid by Standard Insurance Company. However, Standard Insurance Company will apply these fees to your group life insurance expenses, and they will be factored into the overall experience on your group life insurance policy. If no group life insurance policy is in force, the expenses will be applied to the group AD&D insurance policy and will be factored into the experience on that policy.

4. Indemnification. StanCorp shall indemnify and hold harmless the Client, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any services of StanCorp, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of StanCorp, its officers, employees, subcontractors, agents or representatives from this Agreement. StanCorp shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by StanCorp, StanCorp shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Client;

provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes StanCorp's indemnification to Indemnitees as set forth herein. StanCorp's obligation hereunder shall be satisfied when StanCorp has provided to the Indemnitees the appropriate form of dismissal relieving the Indemnitees from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe StanCorp's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

5. Term and Termination.

- a. The term of this Agreement shall commence on January 1, 2013 and continue in effect through June 30, 2015, unless terminated as set forth in Section 6.b.
- b. If the Group Policy terminates for any reason, this Agreement will also terminate. In addition, either party may terminate the Agreement at any time by providing at least 30 days prior written notice to the other party.
- c. In the event this Agreement is terminated, any fees due as the result of work completed by us at your request will be paid in full, and any fees prepaid for work not yet completed will be refunded to you.

6. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may hereafter provide in writing for this purpose:

To: County of Riverside
4080 Lemon St. 7th floor
P.O. Box 1569
Riverside, CA 92502-1569
Attn: Stacey M. Beale, HR Division Manager

To: StanCorp Investment Advisers, Inc.
1100 SW Sixth Avenue
Portland, OR 97204
Attn: Dan Stancil, Assistant Vice President

Such notices shall be deemed made when personally delivered or when mailed, (10) days after deposit in the U.S. mail, postage prepaid and addressed to the party at its applicable address.

7. Independent Contractor. The relationship between the parties is an independent contractor relationship. Neither StanCorp nor its employee(s) and/or agent(s) shall be considered to be an employee(s) and/or agent(s) of Client, and neither Client nor any employee(s) and/or agent(s) of Client shall be considered to be an employee(s) and/or agent(s) of StanCorp. None of the provisions of this Agreement shall be construed to create a relationship of agency, partnership, representation, joint venture, ownership, control or employment between the parties other than that of independent parties contracting for the purposes of effectuating this Agreement.

8. Records and Retention. The Client may, on reasonable written notice to StanCorp, inspect and/or obtain copies of any records and information in StanCorp's possession relating to the service performed under the Agreement. Such records and information shall be retained by StanCorp for at least seven (7) years following the close of the Client's fiscal year end during

which this Agreement is in effect. This obligation is not terminated upon termination of this Agreement, whether by rescission or otherwise.


9. Other Terms and Conditions.

- a. **Governing Law and Venue.** The laws of the State of California shall govern this Agreement except to the extent federal law preempts California law. All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.
- b. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement shall continue in full force and effect without being impaired or invalidated in any way.
- c. **Waiver.** The failure of either party to enforce any provision shall not affect the party's right, by doctrine of waiver, estoppel, or otherwise, to enforce any provision at any other time.
- d. **Entire Contract.** This Agreement constitutes the sole understanding of the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, whether written or oral, between the parties with respect to the subject matter hereof.
- e. **Alteration or Amendment.** No alteration or amendment of any provision of this Agreement shall be binding, unless reduced to writing and signed by the parties hereto.
- f. **Government Claims Act.** The provisions of the Government Claims Act (California Government Code Section 900 et seq.) must be followed first for any disputes under this Agreement.
- g. **Disallowance.** In the event we receive payment under this Agreement, which is later disallowed by you for nonconformance with the terms of this Agreement, we will promptly refund the disallowed amount to you on request or you may opt to offset the amount disallowed from any payment due to us.
- h. **Compliance with Law.** StanCorp shall comply with all applicable federal, state and local laws and regulations in the performance of this Agreement. In the event of conflict between various laws or regulations that may apply, StanCorp shall comply with the more restrictive law or regulation.
- i. **Acquiring Services.** Nothing in this Agreement shall prohibit the Client from acquiring the same type or equivalent services from other sources, when deemed by the Client to be in its best interest.
- j. **Assignment and Subcontracting.** This Agreement shall not be delegated or assigned by either party without the other party's prior written consent. StanCorp shall not subcontract for the performance of any of its services under this Agreement without the Client's prior written consent. Any attempt to delegate, assign or subcontract any interest or obligation in contravention of this section shall be deemed void and of no force or effect.
- k. **Certification of Authority to Execute this Agreement.** StanCorp certifies that the individual signing herein has the authority to execute this Agreement on behalf of StanCorp, and may legally bind StanCorp to the terms and conditions of this Agreement.

[The remainder of this page was intentionally left blank.]

In Witness Whereof, the parties have caused their duly authorized representative to execute this Agreement.

StanCorp Investment Advisers, Inc.

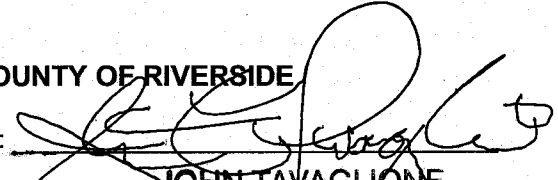
By: 

Name: Julie Grandstaff

Title: Vice President and Managing Director
of StanCorp Investment Advisers, Inc.

Date: 11/28/12

COUNTY OF RIVERSIDE

By: 

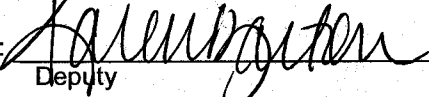
Name: JOHN TAVAGLIONE

Title: CHAIRMAN, BOARD OF SUPERVISORS

Date: DEC 18 2012

ATTEST:

Clerk of the Board
Kecia Harper-Ihem

By: 
Deputy

Date: DEC 18 2012

Approved as to form:

Pamela J. Walls
County Counsel

By: 
Deputy County Counsel

Date: 12/6/12