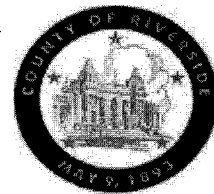


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.30
(ID # 2484)

MEETING DATE:
Tuesday, December 13, 2016


FROM : HUMAN RESOURCES:

SUBJECT: HUMAN RESOURCES: Ratify and Approve Group Life Insurance Amendments to Policies and Letters of Understanding Concerning Life and Long Term Disability Group Policies with Standard Insurance Company, All Districts [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Request for Group Insurance Amendment to Policies 641685-A and 641685-D and the corresponding amended Group Life Insurance Policies with Standard Insurance Company ("Standard"), effective January 1, 2016;
2. Ratify and approve the Amended and Restated Letters of Understanding (LOUs) for Group Policies 641685-A, 641685-C, and 641685-D with Standard, effective January 1, 2013;
3. Authorize the Chairperson to sign four (4) copies of the agreements; and
4. Direct Clerk of the Board to retain one (1) copy of the signed documents and return three (3) copies of the documents to Human Resources for distribution;

ACTION: Policy


Michael Stock, Assistant CEO/ Director of Human Resources 11/30/2016


FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$	\$	\$	\$
NET COUNTY COST	\$	\$	\$	\$
SOURCE OF FUNDS: Department and Employee Payroll Deductions			Budget Adjustment: No	
			For Fiscal Year: 2015/16 and 2016/17	

C.E.O. RECOMMENDATION:

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione Washington and Ashley
Nays: None
Absent: Benoit
Date: December 13, 2016
xc: HR

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

3-30

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

BACKGROUND:

Summary

The Standard Basic Life Insurance policies are an employer paid benefit. The coverage levels range from \$10,000 to \$50,000, depending on the employee's applicable bargaining unit or employee group. In addition to the Basic Life plans, employees may elect supplemental life (voluntary) insurance coverage and voluntary coverage for a spouse or dependent child.

The maximum amount of voluntary supplemental group life coverage varies, depending on the employee's applicable bargaining unit.

- Policy 641685-A (Excludes SEIU and LIUNA) - Employees may elect supplemental coverage up to \$600,000, spouse coverage up to \$100,000, and dependent child coverage up to \$10,000.
- Policy 641685-D (SEIU and LIUNA) – Employees may elect supplemental coverage up to \$600,000 (but not more than seven (7) times annual salary), spouse coverage up to \$100,000, and dependent child coverage up to \$10,000.

In a continued effort to equalize the supplemental life insurance benefits, Human Resources requested the Standard to rewrite Group Life Insurance Policies 641685-A and 641685-D to incorporate all previous plan amendments into one master policy, which will be rewritten as Policies 641685-E and 641685-F respectively. The attached amendments (Attachment A) and group policies (Attachment B) are the official documents clarifying the supplemental life insurance policy definitions and eligibility.

On December 18, 2012, Board Agenda Item 3-26, pursuant to prior Letters of Understanding (LOUs) with Standard for Group Policies 641685-A, 641685-C, and 641685-D, Standard agreed to make appropriate filings with the California Department of Insurance (CDI) to incorporate certain provisions of the LOUs within the Group Policies. In October 2015, Standard informed County Human Resources such filings have not been made by Standard to CDI. Therefore, after re-negotiation with Standard, Human Resources is seeking Board approval to amend and restate the Standard Group Life and Long-Term Disability (LTD) Insurance Letters of Understanding for Group Policies 641685-A, 641685-C, and 641685-D (Attachment C). The Standard will now make the appropriate filings with CDI, however, the determination period from CDI can take approximately 12-18 months to complete.

Prev. Agn. Ref.: 12/18/2012, Item 3-26

Impact on Residents and Businesses

There is no direct impact to residents or private businesses in the County of Riverside.

Additional Fiscal Information

There is no additional cost to the County for this recommendation.


**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

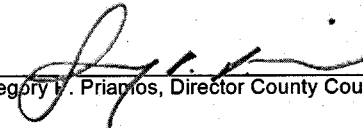
Contract History and Price Reasonableness

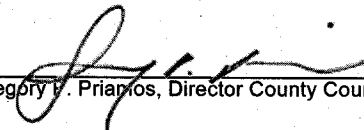
Since January 2001, the Standard has partnered with County of Riverside to offer Basic, Supplemental Life, and LTD insurance coverage for employees and their dependents. Standard continues to provide outstanding service to the County.

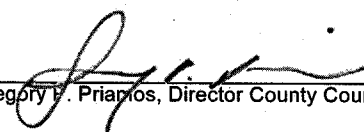
ATTACHMENTS:

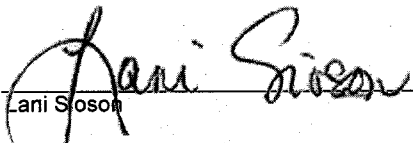
- A. Request for Group Insurance Amendment to Policies 641685-A and 641685-D
- B. Amended Group Life Insurance Policy 641685-E and 641685-F
- C. Amended and Restated Letters of Understanding for Group Policies 641685-A, 641685-C, and 641685-D.


Michael Stock, Assistant CEO/ Director of Human Resources 11/30/2016


Gregory V. Priamos, Director County Counsel 11/30/2016


Gregory V. Priamos, Director County Counsel 12/5/2016


Gregory V. Priamos, Director County Counsel 12/5/2016


Lari Sison 12/5/2016



Request for Group Insurance Amendment

Standard Insurance Company
900 SW Fifth Avenue
Portland, OR 97204-1282

Employee Benefits Consultant: **Jamie Miller**
Employee Benefits Service Representative: **Teresa Lollar**
Employee Benefits Sales and Service Office: **Los Angeles EBSSO**

Employer Name: **County of Riverside**
Group Number: **641685**

As an authorized representative of the Employer, I request that Standard Insurance Company ("The Standard") amend the above Employer's coverage under the Group Policy to make the following change(s):

Amend policy 641685-A, which will be rewritten as 641685-E, to include the following changes:

- 1) **Update Member Definition to exclude Leased employees and Independent Contractors**
- 2) **Eligibility Waiting Period for Plan 1 and Plan 2 to read, *you become eligible the date you become a Member (on or after the effective date)***
- 3) **Change the Additional Life (employee) Guarantee to \$250,000 (replaces \$300,000 minus the Basic Life)**
- 4) **Modify Age Reductions to be effective on January 1, following the change in age**
- 5) **Update Leave of Absence Period to "Up to 1-year for approved LOA"**
- 6) **Remove all references to Supplemental Life**
- 7) **When Insurance Ends (Temporary Layoff) Change to 90 days**
- 8) **Under Dependents Life Insurance, Section C, number 2, second paragraph, correct to read *because of a change in your age***
- 9) **Under Accelerated Benefit, Section C, third paragraph change to read *...reduce within 24 months***
- 10) **Under Changes in Life Insurance, Except for due to Age Reduction, change all references to coinciding with or next following to read, *the first day of the month following***
- 11) **Under When Life Insurance Becomes Effective, change all references to coinciding with or next following to read, *the first day of the month following***
- 12) **Under Dependents Life Insurance, Section C, Changes in Dependent Life Insurance, change all references to coinciding with or next following to read, *the first day of the month following***
- 13) **Under Dependents Life Insurance, Section F, Becoming Insured for Dependent Life Insurance, number 2, change all references to coinciding with or next following to read, *the first day of the month following***

Amend policy 641685-D, which will be rewritten as 641685-F, to include the following changes:

- 1) **Eligibility Waiting Period for Plan 1 and Plan 2 to read, *you become eligible the date you become a Member (on or after the effective date)***
- 2) **Update Leave of Absence Period to "Up to 1-year for approved LOA"**
- 3) **Modify Age Reductions to be effective on January 1, following the change in age**
- 4) **Under Life Insurance, Section F (When Insurance become effective) in last paragraph remove *except as provided during an Annual enrollment Period***
- 5) **Under Dependents Life Insurance, Section C, number 2, second paragraph, correct to read *because of a change in your age***
- 6) **Under Assignment, modify the amount (\$1,000) in the first and second to read \$25,000**
- 7) **Under Changes in Life Insurance, Except for due to Age Reduction, change all references to coinciding with or next following to read, *the first day of the month following***
- 8) **Under When Life Insurance Becomes Effective, change all references to coinciding with or next following to read, *the first day of the month following***
- 9) **Under Dependents Life Insurance, Section C, Changes in Dependent Life Insurance, Except for due to Age Reduction, change all references to coinciding with or next following to read, *the first day of the month following***
- 10) **Under Dependents Life Insurance, Section F, Becoming Insured for Dependent Life Insurance, number 2, change all references to coinciding with or next following to read, *the first day of the month following***

I request that the amendment become effective on 1/1/2016. I understand that the amendment will not become effective unless approved and issued by The Standard.

I request that the amendment be approved by The Standard subject to The Standard's usual underwriting requirements, including, if applicable, Evidence of Insurability or a Pre-existing Condition provision.

I understand that the amendment, if approved by The Standard, will be issued in the policy language customarily used by The Standard.

I understand that any increase in Insurance for a Member who is not Actively At Work all day on the Member's last regular work day before the scheduled effective date of the amendment will be deferred until the first day after the Member completes one full day of Active Work.


I request that the amendment, if approved and issued by The Standard, become effective by its terms without any further acceptance by the Employer, and that a copy of this Request for Group Insurance Amendment form be attached to and made a part of the amendment.

Sign Name: 
Authorized Representative

Title: CHAIRMAN, BOARD OF SUPERVISORS

Print Name: JOHN J. BENOIT

Date: DEC 1 8 2016

ATTEST:
KECIA HARPER-IHEM, Clerk

BY _____ DEPUTY

**AMENDED AND RESTATED LETTER OF UNDERSTANDING
CONCERNING THE GROUP LIFE INSURANCE POLICY**

This Amended and Restated **Letter of Understanding** (“**LOU**”) 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**.” This LOU supersedes and replaces the January 1, 2013 Letter of Understanding concerning the Group Life Insurance Policy 641685-A.

WHEREAS, Standard issued Group Life Policy Number 641685-A with an effective date of January 1, 2013, and subsequently issued Group Life Insurance Policy Number 641685-E with an effective date of January 1, 2016 to the County of Riverside, as the Policyholder and Employer; and,

WHEREAS, Standard agrees to waive enforcement of certain provisions in both Group Life Insurance Policy 641685-A and 641685-E (collectively referred to as 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 Provision” of the Group Policy, Standard agrees not to change Premium Rates under the following circumstances unless Standard has provided 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 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 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 provisions:

“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 M (Entire Contract, Changes) under the “Policyholder Provision” of the Group Policy, the Parties agree that this LOU is incorporated into and made part of the Group Policy between Standard and the Policyholder.

(2) Except as otherwise stated in this LOU, 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 LOU within the Group Policy. Such filings shall occur immediately, but no later than thirty (30) days, following the date the LOU is signed by the Parties 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 LOU, and represents that all terms, conditions, and provisions of this LOU are valid and enforceable against Standard.

5. Notice to Parties. All notices and other communications required to be given under this LOU 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: Jennifer Stevens
920 SW Sixth Avenue (PSB9A)
Portland, OR 97204

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

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

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

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

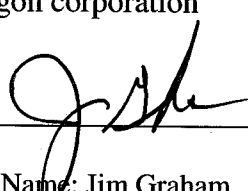
10. Termination. This LOU shall automatically terminate on the date the Group Policy terminates or of the Department's approval of Standard's filings to amend the Group Policy pursuant to Section 4.a., whichever occurs first.

11. Severability. In the event any provision contained in this LOU 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 LOU shall be governed and construed by the laws of the State of California without regard to its conflict of laws principals. All actions and proceedings arising in connection with this LOU 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 LOU Concerning the Group Life Insurance Policy as set forth below.

Standard Insurance Company,
an Oregon corporation

By: 

Printed Name: Jim Graham

Title: 2nd Vice President, EB Underwriting

Date: 8/17/16

COUNTY OF RIVERSIDE

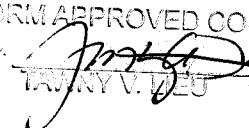
By: 

Printed Name: JOHN J. BENOIT

Date: DEC 18 2016

ATTEST:
KECIA HARPER-HEM, Clerk

By: 
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY:  DATE: 11/29/16

**NOTICE OF PROTECTION PROVIDED BY
CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION**

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

COVERAGE

• **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

• **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

• **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

• **Life Insurance**

80% of death benefits but not to exceed \$300,000

80% of cash surrender or withdrawal values but not to exceed \$100,000

• **Annuities and Structured Settlement Annuities**

80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

• **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of April 1, 2011, is \$470,125. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer.

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at www.califega.org, or contact either of the following:

The California Life and Health Insurance
Guarantee Association
PO Box 16860
Beverly Hills, CA 90209-3319
(323) 782-0182

California Department of Insurance
Consumer Communications Bureau
300 South Spring Street
Los Angeles CA 90013
(800) 927-4357

Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.

CALIFORNIA NOTICE OF COMPLAINT PROCEDURE

Should any dispute arise about your premium or about a claim that you have filed, write to the company that issued the group policy at:

**Standard Insurance Company
PO Box 711
Portland, OR 97207
(971) 321-7000**

If the problem is not resolved, you may also write to the State of California at:

**Department of Insurance
Consumer Services Division
300 S. Spring Street, 11th FL
Los Angeles, CA 90013
1-800-927-HELP (4357)**

This notice of complaint procedure is for information only and does not become a part or condition of this group policy/certificate.

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company
900 SW Fifth Avenue
Portland, Oregon 97204-1282
(503) 321-7000

GROUP LIFE INSURANCE POLICY

Policyholder:	County of Riverside
Policy Number:	641685-F
Effective Date:	January 1, 2016

The consideration for this Group Policy is the application of the Policyholder and the payment by the Policyholder of premiums as provided herein.

Subject to the **Policyholder Provisions** and the **Incontestability Provisions**, this Group Policy (a) is issued for the Initial Rate Guarantee Period shown in the **Coverage Features**, and (b) may be renewed for successive renewal periods by the payment of the premium set by us on each renewal date. The length of each renewal period will be set by us, but will not be less than 12 months.

For purposes of effective dates and ending dates under this Group Policy, all days begin and end at 12:00 midnight Standard Time at the Policyholder's address.

This policy includes an Accelerated Benefit. Death benefits will be reduced if an Accelerated Benefit is paid. The receipt of this benefit may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. However, if you meet the definition of "terminally ill individual" according to the Internal Revenue Code Section 101, your Accelerated Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit.

All provisions on this and the following pages are part of this Group Policy. "You" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

STANDARD INSURANCE COMPANY

By



Chairman, President and CEO



Corporate Secretary

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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-F

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, 2016

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:

- a. For late application for Contributory insurance for Members and Spouses.
- b. For reinstatements if required.
- c. For Members and Dependents eligible but not insured under the Prior Plan.
- d. For any Plan 2 Life Insurance Benefit in excess of the Guarantee Issue Amount of \$250,000. However, this requirement will be waived on the Group Policy Effective Date for an amount equal to the amount of additional life insurance under the Prior Plan on the day before the Group Policy Effective Date, if you apply on or before the Group Policy Effective Date.
- e. For any Dependents Life Insurance Benefit for your Spouse in excess of the Guarantee Issue Amount of \$20,000. However, this requirement will be waived on the Group Policy Effective Date for an amount equal to the amount of dependents life insurance under the Prior Plan on the day before the Group Policy Effective Date, if you apply on or before the Group Policy Effective Date.
- f. For any elective increase in Plan 2 Life Insurance or Dependents Life Insurance for your Spouse.

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

Certain Evidence Of Insurability Requirements Will be Waived. Your insurance is subject to all other terms of the Group Policy.

During Your Employer's Annual Enrollment Period

Evidence Of Insurability will be waived as shown below.

1. If you are insured for Plan 2 Life Insurance, Evidence of Insurability will not be required if you apply for an increase in your Plan 2 Life Insurance by one increment up to the next higher multiple of \$10,000 during the Annual Enrollment Period, even if the increase causes your Plan 2 Life Insurance to exceed the Guarantee Issue Amount.
2. If your Spouse is insured for Dependents Life Insurance, Evidence Of Insurability will not be required if you apply for an increase in Dependents Life Insurance for your Spouse by one increment up to the next higher multiple of \$5,000 during the Annual Enrollment Period, even if the increase causes the Dependents Life Insurance Benefit for your Spouse to exceed the Guarantee Issue Amount.

For Members Previously Insured Under Group Policy 641685-E:

For persons who were insured under group policy 641685-E issued by us to the Policyholder immediately prior to becoming a Member:

1. Evidence Of Insurability will not be required to become insured on the date the Member becomes eligible under the Group Policy for an amount of Plan 2 Life Insurance that is equal to or less than the amount of the Member's additional life insurance in effect under group policy 641685-E on the preceding day, even if the amount of the Member's additional life insurance in effect under group policy 641685-E exceeds the Guarantee Issue Amount under the Group Policy.
2. Evidence Of Insurability will not be required to become insured on the date the Member becomes eligible under the Group Policy for an amount of Dependents Life Insurance that is equal to or less

than the amount of the Spouse's dependents life insurance in effect under group policy 641685-E on the preceding day, even if the amount of the Spouse's dependents life insurance in effect under group policy 641685-E exceeds the Guarantee Issue Amount under the Group Policy.

PREMIUM CONTRIBUTIONS

Life Insurance:	Plan 1: Noncontributory
	Plan 2: Contributory
Dependents Life Insurance:	
Spouse:	Contributory
Child:	Contributory

SCHEDULE OF INSURANCE

SCHEDULE OF LIFE INSURANCE

For you:

Life Insurance Benefit:

You will become insured under Plan 1 if you meet the requirements to become insured under the Group Policy.

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

Plan 1 (basic): 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): You may apply for Life Insurance in multiples of \$10,000, from \$10,000, from \$10,000 to a maximum of the lesser of:

- a. \$600,000; and
- b. An amount equal to 7 times your Annual Earnings, rounded to the next lower multiple of \$10,000, if not already a multiple of \$10,000.

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.

Dependents Life Insurance Benefit:

If you are insured under Plan 2 Life Insurance, you may elect Dependents Life Insurance for your Dependents. Dependents Life Insurance is a Contributory plan requiring premium contributions from Members.

For your Spouse: You may apply for Dependents Life Insurance in multiples of \$5,000 from \$5,000 to \$100,000.

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

For your Child:

You may elect one of the following options:

Option 1: \$5,000

Option 2: \$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:

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: 365 days

Continuity of Coverage: Yes

Strike Continuation: Yes. The Strike Continuation premium percentage is 120% of the Premium Rate.

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:	\$100,000

For your Child:

Dependents Life Insurance	Yes
Minimum amount:	\$1,000
Maximum amount:	\$5,000

Annual Earnings based on: Earnings in effect on your last full day of Active Work.

PREMIUM RATES AND RENEWALS

Premium Rates:

Life Insurance:

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

Plan 2:

Age of Member on Last January 1	Monthly Rate Per Multiple of \$1,000
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:

Spouse:

Age of Member on Last January 1	Monthly Rate Per Multiple of \$1,000
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

Child:

\$0.144 monthly per \$1,000 of Dependents Life Insurance, for each Member electing Dependents Life Insurance for their Children, 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, 2016 and the first day of each calendar month thereafter.

Grace Period: 60 days

Initial Rate Guarantee Period: January 1, 2016 to July 1, 2016

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

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

- (i) An increase in your Life Insurance subject to Evidence Of Insurability for which you apply during an Annual Enrollment Period becomes effective on the later of (1) January 1 of the following calendar year, and (2) the first day of the calendar month following the date we approve your Evidence Of Insurability.
- (ii) Any other increase in your Life Insurance subject to Evidence Of Insurability becomes effective on the first day of the calendar month following 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 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 age becomes effective on the January 1 following the date of the change.

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

Any other decrease in your Life Insurance becomes effective on the first day of the calendar month 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

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
 - a. Life Insurance subject to Evidence Of Insurability for which you apply during an Annual Enrollment Period becomes effective on the later of (1) January 1 of the following calendar year, and (2) the first day of the calendar month following the date we approve your Evidence Of Insurability.
 - b. Any other Life Insurance subject to Evidence Of Insurability becomes effective on the first day of the calendar month following 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. For Members who were insured under group policy 641685-E issued by us to the Policyholder immediately prior to becoming a Member, Contributory Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the calendar month following the date you become a Member.
 - ii. For all other Members, Contributory Life Insurance not subject to Evidence Of Insurability becomes effective on:
 - (1) The date you become eligible if you apply on or before that date.
 - (2) The date you apply if you apply within 60 days after you become eligible.
 - (3) 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.

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.

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 last day of the calendar month in which your employment terminates; and
4. The last day of the calendar month in which 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

1. An increase in your Dependents Life Insurance for your Spouse subject to Evidence Of Insurability for which you apply during an Annual Enrollment Period becomes effective on the later of (1) January 1 of the following calendar year, and (2) the first day of the calendar month following the date we approve your Spouse's Evidence Of Insurability.
2. Any other increase in Dependents Life Insurance for your Spouse subject to Evidence Of Insurability becomes effective on the first day of the calendar month following 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 not subject to Evidence Of Insurability becomes effective on:

1. 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.
2. 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 change in your age becomes effective on the first day of the calendar month 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 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.

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 as follows:
 - i. Dependents Life Insurance for your Spouse subject to Evidence Of Insurability for which you apply during an Annual Enrollment Period becomes effective on the later of (1) January 1 of the following calendar year, and (2) the first day of the calendar month following the date we approve your Spouse's Evidence Of Insurability.
 - ii. Any other Dependents Life Insurance for your Spouse subject to Evidence Of Insurability becomes effective on the first day of the calendar month following 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.

- i. For Members who were insured under group policy 641685-E issued by us to the Policyholder immediately prior to becoming a Member, Contributory Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the calendar month following the date you become a Member.
- ii. For all other Members, Contributory Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the latest of:
 - (1) The date your Life Insurance becomes effective if you apply on or before that date;
 - (2) The date you become eligible to insure your Dependents if you apply on or before that date;
 - (3) The date you apply if you apply within 60 days after you become eligible;

- (4) 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; and
- (5) 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 31 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 last day of the calendar month following the date of your divorce or termination of your Domestic Partner relationship;
6. For any Dependent, the last day of the calendar month in which 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, except AD&D Insurance.

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.

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ACCELERATED BENEFIT

A. Accelerated Benefit

If you and 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 Benefit, if any, under the Group Policy.

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

LIAB.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.

Except as limited under C. Limits On Right To Convert, 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 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**.

LLRC.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 \$25,000, you may not make an assignment.

If the amount of your Life Insurance is \$25,000 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**; and
 - c. The right to receive accidental dismemberment benefits.
 - 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) LIAS.OT.2

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. 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 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 to 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 \$25,000, 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 \$25,000 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_WITH_DEF_SP_WITH_REV_SSA_SPOUSE_DEF_TERM_THIRD_PARTY_DESIG) LLBB.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.

LLTL.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 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.

LI.TA.OT.1

DEFINITIONS

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

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.

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

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; or
- iii. A child for whom you are the court-appointed legal guardian.

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. Your Domestic Partner means an individual recognized as such 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.

(BASE_NO STOCK_DOM STAT) 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 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 the same as the Notice of Rate Change stated in the **Coverage Features**.

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.4

ALI99X

**NOTICE OF PROTECTION PROVIDED BY
CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION**

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

COVERAGE

• **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

• **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

• **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

• **Life Insurance**

80% of death benefits but not to exceed \$300,000

80% of cash surrender or withdrawal values but not to exceed \$100,000

• **Annuities and Structured Settlement Annuities**

80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

• **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of April 1, 2011, is \$470,125. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer.

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at www.califega.org, or contact either of the following:

The California Life and Health Insurance
Guarantee Association
PO Box 16860
Beverly Hills, CA 90209-3319
(323) 782-0182

California Department of Insurance
Consumer Communications Bureau
300 South Spring Street
Los Angeles CA 90013
(800) 927-4357

Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.

CALIFORNIA NOTICE OF COMPLAINT PROCEDURE

Should any dispute arise about your premium or about a claim that you have filed, write to the company that issued the group policy at:

**Standard Insurance Company
PO Box 711
Portland, OR 97207
(971) 321-7000**

If the problem is not resolved, you may also write to the State of California at:

**Department of Insurance
Consumer Services Division
300 S. Spring Street, 11th FL
Los Angeles, CA 90013
1-800-927-HELP (4357)**

This notice of complaint procedure is for information only and does not become a part or condition of this group policy/certificate.

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company
900 SW Fifth Avenue
Portland, Oregon 97204-1282
(503) 321-7000

GROUP LIFE INSURANCE POLICY

Policyholder:	County of Riverside
Policy Number:	641685-E
Effective Date:	January 1, 2016

The consideration for this Group Policy is the application of the Policyholder and the payment by the Policyholder of premiums as provided herein.

Subject to the **Policyholder Provisions** and the **Incontestability Provisions**, this Group Policy (a) is issued for the Initial Rate Guarantee Period shown in the **Coverage Features**, and (b) may be renewed for successive renewal periods by the payment of the premium set by us on each renewal date. The length of each renewal period will be set by us, but will not be less than 12 months.

For purposes of effective dates and ending dates under this Group Policy, all days begin and end at 12:00 midnight Standard Time at the Policyholder's address.

This policy includes an Accelerated Benefit. Death benefits will be reduced if an Accelerated Benefit is paid. The receipt of this benefit may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. However, if you meet the definition of "terminally ill individual" according to the Internal Revenue Code Section 101, your Accelerated Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit.

All provisions on this and the following pages are part of this Group Policy. "You" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

STANDARD INSURANCE COMPANY

By



Chairman, President and CEO



Corporate Secretary

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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-E
Type of Insurance Provided:	
Life Insurance:	Yes
Dependents Life Insurance:	Yes
Accidental Death And Dismemberment (AD&D) Insurance:	Yes
Policyholder:	County of Riverside
Employer(s):	County of Riverside
Group Policy Effective Date:	January 1, 2016
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 one of the following:

1. An active non-represented Management, Confidential or Law Enforcement Management Bargaining Unit employee, Prosecution Unit employee, or Public Safety Unit employee of the Employer who is regularly working at least half-time as defined by the Employer; or
2. An Elected Official.

You are not a Member if you are:

1. An employee of the Superior Court for the County of Riverside;
2. A per diem, temporary or seasonal employee;
3. A leased employee;
4. An independent contractor; or
5. A full time member of the armed forces of any country.

Class Definition:

Class 1: Members of Management, Confidential and Law Enforcement Management Bargaining Units, Members of Prosecution Unit, and Elected Officials

Class 2:
Eligibility Waiting Period:

Members of the Public Safety Unit

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:

- a. For late application for Plan 2 Life Insurance and Plan B Dependents Life Insurance for your Spouse.
- b. For reinstatements if required.
- c. For Members and Dependents eligible but not insured under the Prior Plan.
- d. For any Plan 2 Life Insurance Benefit in excess of the Guarantee Issue Amount of \$250,000. However, this requirement will be waived on the Group Policy Effective Date for an amount equal to the amount of additional life insurance under the Prior Plan on the day before the Group Policy Effective Date, if you apply on or before the Group Policy Effective Date.
- e. For any Plan 2 Dependents Life Insurance Benefit for your Spouse in excess of the Guarantee Issue Amount of \$20,000. However, this requirement will be waived on the Group Policy Effective Date for an amount equal to the amount of additional dependents life insurance under the Prior Plan on the day before the Group Policy Effective Date, if you apply on or before the Group Policy Effective Date.
- f. For any elective increase in Plan 2 Life Insurance or Plan B Dependents Life Insurance for your Spouse.

Evidence Of Insurability is not required to cover Children or to increase coverage for Children.

Certain Evidence Of Insurability Requirements Will Be Waived. Your insurance is subject to all other terms of the Group Policy.

During Your Employer's Annual Enrollment Period

During your Employer's Annual Enrollment Period certain Evidence Of Insurability requirements will be waived with respect to Plan 2 (additional) Life Insurance and Plan B Dependents Life Insurance.

1. If you are insured for Plan 2 (additional) Life Insurance, requirement(s) d. and f. above will be waived if you apply to increase your Plan 2 (additional) Life Insurance to the next higher multiple of \$10,000 during the Annual Enrollment Period, even if the increase would cause your Plan 2 (additional) Life Insurance to exceed the Guarantee Issue Amount.
2. If your Spouse is insured for Plan B Dependents Life Insurance, requirement(s) e. and f. above will be waived if you apply to increase your Plan B Dependents Life Insurance for your Spouse to the next higher multiple of \$5,000 during the Annual Enrollment Period, even if the increase would cause your Plan B Dependents Life Insurance for your Spouse to exceed the Guarantee Issue Amount.

For Members Previously Insured Under Group Policy 641685-F:

For persons who were insured under group policy 641685-F issued by us to the Policyholder immediately prior to becoming a Member:

1. Evidence Of Insurability will not be required to become insured on the date the Member becomes eligible under the Group Policy for an amount of Plan 2 Life Insurance that is equal to or less than the amount of the Member's additional life insurance in effect under group policy 641685-F on the preceding day, even if the amount of the Member's additional life insurance in effect under group policy 641685-F exceeds the Guarantee Issue Amount under the Group Policy.
 2. Evidence Of Insurability will not be required to become insured on the date the Member becomes eligible under the Group Policy for an amount of Plan B Dependents Life Insurance that is equal to or less than the amount of the Spouse's dependents life insurance in effect under group policy 641685-F on the preceding day, even if the amount of the Spouse's dependents life insurance in effect under group policy 641685-F exceeds the Guarantee Issue Amount under the Group Policy.
-

PREMIUM CONTRIBUTIONS

Life Insurance:

Plan 1: Noncontributory

Plan 2: Contributory

AD&D Insurance: Noncontributory

Dependents Life Insurance:

Plan A: Noncontributory

Plan B: Contributory

SCHEDULE OF INSURANCE

SCHEDULE OF LIFE INSURANCE

For you:

Life Insurance Benefit:

You will become insured under Plan 1 if you meet the requirements to become insured under the Group Policy.

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

Plan 1 (basic): Class 1: \$50,000

Class 2: \$10,000

Plan 2 (additional): You may apply for Life Insurance in multiples of \$10,000, from \$10,000 to \$600,000.

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.

Dependents Life Insurance Benefit:

If you are insured under Plan 1 Life Insurance, your Dependents will be insured under Plan A Dependents Life Insurance if your Dependents meet the requirements to become insured under the Group Policy.

If you are insured under Plan 2 Life Insurance, you may elect Plan B Dependents Life Insurance for your Dependents. Plan B Dependents Life Insurance is a Contributory plan requiring premium contributions from Members.

For your Spouse:

- Plan A: \$1,500
- Plan B: You may apply for Dependents Life Insurance in multiples of \$5,000 from \$5,000 to \$100,000.

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

For your Child:

- Plan A: \$1,500
- Plan B: You may elect one of the following options:
Option 1: \$5,000
Option 2: \$10,000

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

SCHEDULE OF AD&D INSURANCE

For you:

- AD&D Insurance Benefit:** The amount of your AD&D Insurance Benefit is equal to the amount of your Plan 1 Life Insurance Benefit. The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D Table Of Losses.
- Seat Belt Benefit:** The amount of the Seat Belt Benefit is the lesser of (1) \$10,000 or (2) the amount of AD&D Insurance Benefit payable for loss of life.
- Career Adjustment Benefit:** The tuition expenses for training incurred by your Spouse within 36 months after the date of your death, exclusive of board and room, books, fees, supplies and other expenses, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.
- Child Care Benefit:** The total child care expense incurred by your Spouse within 36 months after the date of your death for all Children under age 13, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.
- Higher Education Benefit:** The tuition expenses incurred per Child within 4 years after the date of your death at an accredited institution of higher education, exclusive of board and room, books, fees, supplies and other expenses, but not to exceed \$5,000 per year, or the cumulative total of \$20,000 or 25% of the AD&D Insurance Benefit, whichever is less.

AD&D TABLE OF LOSSES

The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered as shown in the following table:

Loss:	Percentage Payable:
a. Life	100%
b. One hand, one foot or sight of one eye	50%
c. Two or more of the Losses listed in b. above	100%

No more than 100% of your AD&D Insurance will be paid for all Losses resulting from one accident.

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:

Plan 1 Life and AD&D Insurance, Plan 2 Life Insurance, and Plan B Dependents Life Insurance:

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

Plan A Dependents Life Insurance is not subject to reductions due to age.

OTHER BENEFITS

Waiver Of Premium:	Yes
Accelerated Benefit:	Yes, for Member and Dependents

OTHER PROVISIONS

Suicide Exclusion:	Applies to: a. Plan 2 Life Insurance b. Plan B Dependents Life Insurance c. AD&D Insurance
Leave Of Absence Period:	365 days
Strike Continuation:	Yes. The Strike Continuation premium percentage is 120% of the Premium Rate.
Insurance Eligible For Portability:	
For you:	
Life Insurance	Yes

Minimum combined amount: \$10,000
Maximum combined amount: \$650,000

AD&D Insurance Yes

Minimum combined amount: \$10,000
Maximum combined amount: \$650,000

For your Spouse:

Dependents Life Insurance Yes

Minimum combined amount: \$5,000
Maximum combined amount: \$101,500

For your Child:

Dependents Life Insurance Yes

Minimum combined amount: \$1,000
Maximum combined amount: \$11,500

Annual Earnings based on: Earnings in effect on your last full day of Active Work.

PREMIUM RATES AND RENEWALS

Premium Rates:

Life Insurance:

Plan 1: \$0.119 monthly per \$1,000 of Life Insurance

Plan 2:

Age of Member on Last January 1	Monthly Rate Per Multiple of \$1,000
29 or under	\$ 0.027
30 through 34	0.036
35 through 39	0.045
40 through 44	0.072
45 through 49	0.108
50 through 54	0.171
55 through 59	0.324
60 through 64	0.405
65 or over	0.963

Dependents Life Insurance:

Spouse and Child:

Plan A: \$0.340 monthly per Member, whether or not the Member has Dependents

Spouse:

Plan B:

Age of Member on Last January 1	Monthly Rate Per Multiple of \$1,000
29 or under	\$ 0.027
30 through 34	0.036

35 through 39	0.045
40 through 44	0.072
45 through 49	0.108
50 through 54	0.171
55 through 59	0.324
60 through 64	0.405
65 or over	0.963

Child:

Plan B: \$0.315 monthly per \$5,000 of Dependents Life Insurance for each Member electing Dependents Life Insurance for their Children, regardless of the number of Children covered.

AD&D Insurance: \$0.023 monthly per \$1,000 of AD&D Insurance

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, 2016 and the first day of each calendar month thereafter.

Grace Period: 60 days

Initial Rate Guarantee Period: January 1, 2016 to July 1, 2016

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

Dependents Life Insurance: Plan A: 100%
Plan B: 75% of insured Members with Dependents eligible for Plan B must elect to insure those Dependents

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

(i) An increase in your Life Insurance subject to Evidence Of Insurability for which you apply during an Annual Enrollment Period becomes effective on the later of (1) January 1 of the following calendar year, and (2) the first day of the calendar month following the date we approve your Evidence Of Insurability.

(ii) Any other increase in your Life Insurance subject to Evidence Of Insurability becomes effective on the first day of the calendar month following 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 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 age becomes effective on the January 1 following the date of the change.

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

Any other decrease in your Life Insurance becomes effective on the first day of the calendar month 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

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
 - a. Life Insurance subject to Evidence Of Insurability for which you apply during an Annual Enrollment Period becomes effective on the later of (1) January 1 of the following calendar year, and (2) the first day of the calendar month following the date we approve your Evidence Of Insurability.
 - b. Any other Life Insurance subject to Evidence Of Insurability becomes effective on the first day of the calendar month following 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.

 - i. For Members who were insured under group policy 641685-F issued by us to the Policyholder immediately prior to becoming a Member, Contributory Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the calendar month following the date you become a Member.
 - ii. For all other Members, Contributory Life Insurance not subject to Evidence Of Insurability becomes effective on:
 - (1) The date you become eligible if you apply on or before that date.
 - (2) The date you apply if you apply within 60 days after you become eligible.
 - (3) 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.

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.

G. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

1. The date the last period ends for which you made a premium contribution, if your insurance is Contributory;
2. The date the Group Policy terminates;
3. The last day of the calendar month in which your employment terminates; and
4. The last day of the calendar month in which 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.

(REPAT_SUIC_ALL_ANNUAL_ENROL) LILF.CA.3X

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

1. An increase in your Dependents Life Insurance for your Spouse subject to Evidence Of Insurability for which you apply during an Annual Enrollment Period becomes effective on the later of (1) January 1 of the following calendar year, and (2) the first day of the calendar month following the date we approve your Spouse's Evidence Of Insurability.
2. Any other increase in Dependents Life Insurance for your Spouse subject to Evidence Of Insurability becomes effective on the first day of the calendar month following 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 not subject to Evidence Of Insurability becomes effective on:

1. 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.
2. 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 change in your age becomes effective on the first day of the calendar month 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 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 your Life Insurance becomes effective; and
- b. The date you first acquire a Dependent.

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 as follows:
 - i. Dependents Life Insurance for your Spouse subject to Evidence Of Insurability for which you apply during an Annual Enrollment Period becomes effective on the later of (1) January 1 of the following calendar year, and (2) the first day of the calendar month following the date we approve your Spouse's Evidence Of Insurability.
 - ii. Any other Dependents Life Insurance for your Spouse subject to Evidence Of Insurability becomes effective on the first day of the calendar month following 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.

- i. For Members who were insured under group policy 641685-F issued by us to the Policyholder immediately prior to becoming a Member, Contributory Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the calendar month following the date you become a Member.
- ii. For all other Members, Contributory Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the latest of:
 - (1) The date your Life Insurance becomes effective if you apply on or before that date;
 - (2) The date you become eligible to insure your Dependents if you apply on or before that date;
 - (3) The date you apply if you apply within 60 days after you become eligible;

- (4) 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; and
- (5) 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 last day of the calendar month following the date of your divorce or termination of your Domestic Partner relationship;
6. For any Dependent, the last day of the calendar month in which 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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ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

A. Insuring Clause

If you have an accident, while insured for AD&D Insurance, and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Definition Of Loss For AD&D Insurance

Loss means loss of life, hand, foot, or sight which meet all of the following requirements:

1. Is caused solely and directly by an accident.
2. Occurs independently of all other causes.
3. Occurs within 365 days after the accident.
4. With respect to Loss of life, is evidenced by a certified copy of the death certificate.

5. With respect to all other Losses, is certified by a Physician in the appropriate specialty as determined by us.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint.

With respect to sight, Loss means entire, uncorrectable, and irrecoverable loss of sight.

C. Amount Payable

See **Coverage Features** for the AD&D Insurance schedule. The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered. See AD&D Table Of Losses in the **Coverage Features**.

D. Changes In AD&D Insurance

Changes in your AD&D Insurance will become effective on the date your Life Insurance changes.

E. AD&D Insurance Exclusions

No AD&D Insurance benefit is payable if the accident or Loss is caused or contributed to by any of the following:

1. War or act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
2. Suicide or other intentionally self-inflicted Injury, while sane or insane.
3. Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.
4. The voluntary use or consumption of any poison, chemical compound, alcohol or drug, unless used or consumed according to the directions of a Physician.
5. Sickness or Pregnancy existing at the time of the accident.
6. Heart attack or stroke.
7. Medical or surgical treatment for any of the above.

F. Additional AD&D Benefits

Seat Belt Benefit

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

We will pay a Seat Belt Benefit if all of the following requirements are met:

1. You die as a result of an Automobile accident for which an AD&D Insurance Benefit is payable for Loss of your Life; and
2. You are wearing and properly utilizing a Seat Belt System at the time of the accident, as evidenced by a police accident report.

Seat Belt System means a properly installed combination lap and shoulder restraint system that meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration. Seat Belt System will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt System does not include a shoulder restraint alone.

Automobile means a motor vehicle licensed for use on public highways.

Career Adjustment Benefit

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

We will pay a Career Adjustment Benefit to your Spouse if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Spouse is, within 36 months after the date of your death, registered and in attendance at an accredited institution of higher education or trades training program for the purpose of obtaining employment or increasing earnings.

No Career Adjustment Benefit will be paid if you have no surviving Spouse.

Child Care Benefit

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

We will pay a Child Care Benefit to your Spouse if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Spouse pays a licensed child care provider who is not a member of your family for child care provided to your Child(ren) under age 13 within 36 months of your death.
4. The child care is necessary in order for your Spouse to work or to obtain training for work or to increase earnings.

No Child Care Benefit will be paid if you have no surviving Spouse.

Higher Education Benefit

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

We will pay a Higher Education Benefit to your Child if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Child is, within 12 months after the date of your death, registered and in full-time attendance at an accredited institution of higher education beyond high school.

The Higher Education Benefit will be paid to each Child who meets the requirements of item 3 above, for a maximum of 4 consecutive years beginning on the date of your death. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

G. Becoming Insured For AD&D Insurance

1. Eligibility

You become eligible for AD&D Insurance on the date your Life Insurance is effective.

2. Effective Date

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

a. Noncontributory AD&D Insurance

Noncontributory AD&D Insurance becomes effective on the date you become eligible.

b. Contributory AD&D Insurance

You must apply in writing for Contributory AD&D Insurance and agree to pay premiums. Contributory AD&D Insurance becomes effective on the later of:

- (i) The date you become eligible if you apply on or before that date.
- (ii) The first day of the calendar month coinciding with or next following the date you apply, if you apply after you become eligible.

H. When AD&D Insurance Ends

AD&D Insurance ends automatically on the earlier of:

1. The date your Life Insurance ends.
2. The date your Waiver Of Premium begins.
3. The date AD&D Insurance terminates under the Group Policy.
4. The date the last period ends for which a premium was paid for your AD&D Insurance.

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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.

LLAW.OT.1

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. AD&D benefits, if any, will be paid according to the terms of the Group Policy or the Group Life Portability Insurance Policy, but not both. In no event will the benefits paid exceed the amount in effect under the Group Policy on the day before your employment terminates.

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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.

LI.SK.OT.1

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 all your insurance under the Group Policy, except AD&D Insurance.
- 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.2

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 \$10,000 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.

The Accelerated Benefit will be based on the amount of your Insurance on the date you apply for the Accelerated Benefit.

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.

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 under the Group Policy.

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

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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.

Except as limited under C. Limits On Right To Convert, 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**.

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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.

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ASSIGNMENT

If the amount of your Life Insurance is less than \$25,000, you may not make an assignment.

If the amount of your Life Insurance is \$25,000 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**; and
 - c. The right to receive accidental dismemberment benefits.
 - 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) LI.AS.OT.2

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 Child Care Benefit will be paid to your surviving Spouse. No Child Care Benefit will be paid if you have no Spouse.

The Career Adjustment Benefit will be paid to your Spouse. No Career Adjustment Benefit will be paid if you have no Spouse.

The Higher Education Benefit will be paid to each eligible Child. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

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 Plan 1 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 a 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 to 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 \$25,000, 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 \$25,000 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.

(FB_REPAT_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.

LLCE.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 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 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.

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

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; or
- iii. A child for whom you are the court-appointed legal guardian.

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 Change of Status as defined under your Employer's IRC Section 125 Cafeteria Plan. The change must be allowed by your Employer's IRC Section 125 Cafeteria Plan.

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. Your Domestic Partner means an individual recognized as such 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.

(BASE_NO STOCK_DOM STAT) 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 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 the same as the Notice of Rate Change stated in the **Coverage Features**.

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.4

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

This Amended and Restated **Letter of Understanding** (“LOU”) is made by and between the County of Riverside, a political subdivision of California (“Policyholder” or “Employer”), and Standard Insurance Company, an Oregon corporation (“Standard”), and referred to collectively as the “Parties”. This LOU supersedes and replaces the January 1, 2013 Letter of Understanding concerning the Group Long Term Disability Insurance Policy 641685-C.

WHEREAS, Standard previously issued Group Long Term Disability Insurance Policy Number 641685-C (“Group Policy”) with an initial effective date of July 1, 2011 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 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 Provision” of the Group Policy, Standard agrees not to change Premium Rates under the following circumstances unless Standard has provided 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 provisions: "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 the 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 LOU is incorporated into and made part of the Group Policy between Standard and the Policyholder.

(2) Except as otherwise stated in this LOU, 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 LOU within the Group Policy. Such filings shall occur immediately, but no later than thirty (30) days, following the date the LOU is signed by the Parties 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 LOU, and represents that all terms, conditions, and provisions of this LOU are valid and enforceable against Standard.

5. Notice to Parties. All notices and other communications required to be given under this LOU 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: Jennifer Stevens
920 SW Sixth Avenue (PSB9A)
Portland, OR 97204

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

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

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

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

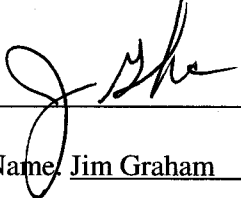
10. Termination. This LOU shall automatically terminate on the date the Group Policy terminates or of the date of the Department's approval of Standard's filings to amend the Group Policy pursuant to Section 4.a., whichever occurs first.

11. Severability. In the event any provision contained in this LOU 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 LOU shall be governed and construed by the laws of the State of California without regard to its conflict of laws principals. All actions and proceedings arising in connection with this LOU 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 LOU Concerning the Group Long Term Disability Insurance Policy as set forth below.

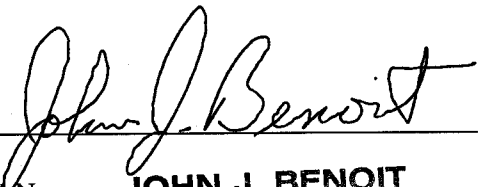
Standard Insurance Company,
an Oregon corporation

By: 
Printed Name: Jim Graham

Title: 2nd Vice President, Underwriting


Date: 8/17/16


COUNTY OF RIVERSIDE

By: 
Printed Name: JOHN J. BENOIT

Title: CHAIRMAN, BOARD OF SUPERVISORS

Date: DEC 13 2016

ATTEST:
KECIA HARPER-IHEM, Clerk
By: 
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY:  11/29/16
TAWNY VIEJO DATE

**AMENDED AND RESTATED LETTER OF UNDERSTANDING
CONCERNING THE GROUP LIFE INSURANCE POLICY**

This Amended and Restated Letter of Understanding (“LOU”) 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.” This LOU supersedes and replaces the January 1, 2013 Letter of Understanding concerning the Group Life Insurance Policy 641685-D.

WHEREAS, Standard issued Group Life Insurance Policy Number 641685-D with an effective date of January 1, 2013, and subsequently issued Group Life Insurance Policy Number 641685-F with an effective date of January 1, 2016 to the County of Riverside, as the Policyholder and Employer; and,

WHEREAS, Standard agrees to waive enforcement of certain provisions in both Group Life Insurance Policy 641685-D and 641685-F (collectively referred to as 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 Provision” of the Group Policy, Standard agrees not to change Premium Rates under the following

circumstances unless Standard has provided 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 provisions: "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 LOU is incorporated into and made part of the Group Policy between Standard and the Policyholder.

(2) Except as otherwise stated in this LOU, 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 LOU within the Group Policy. Such filings shall occur immediately, but no later than thirty (30) days, following the date the LOU is signed by the Parties 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 LOU, and represents that all terms, conditions, and provisions of this LOU are valid and enforceable against Standard.

5. Notice to Parties. All notices and other communications required to be given under this LOU 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: Jennifer Stevens
920 SW Sixth Avenue (PSB9A)
Portland, OR 97204

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

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

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

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

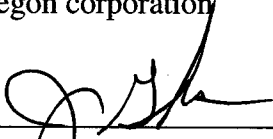
10. Termination. LOU shall automatically terminate on the date the Group Policy terminates or of the Department's approval of Standard's filings to amend the Group Policy pursuant to Section 4.a., whichever occurs first.

11. Severability. In the event any provision contained in this LOU 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 LOU shall be governed and construed by the laws of the State of California without regard to its conflict of laws principals. All actions and proceedings arising in connection with this LOU shall be tried and litigated exclusively in the state and federal (if permitted by law and 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 LOU Concerning the Group Life Insurance Policy as set forth below.

Standard Insurance Company,
an Oregon corporation

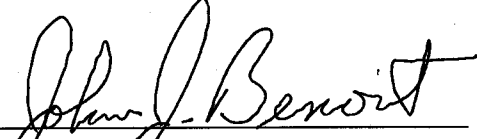
By: 

Printed Name: Jim Graham

Title: 2nd Vice President, Underwriting

Date: 8/17/14

COUNTY OF RIVERSIDE

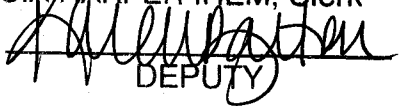
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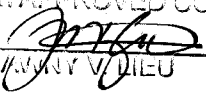
Printed Name: JOHN J. BENOIT

Title: CHAIRMAN, BOARD OF SUPERVISORS

Date: DEC 13 2016

ATTEST:
KECIA HARPER-IHEM, Clerk

By: 
DEPUTY

FORM APPROVED COUNTY COUNCIL
BY:  11/29/16
COUNTY CLERK DATE