Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND STANDARD INSURANCE COMPANY

This Agreement is entered into this _1____day of _January _____, 2025_____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Standard Insurance Company, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor contract with County so that County may offer life insurance through Contractor for its employees.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A1- Group Insurance Policy 649107-C ("Group Insurance Policy")
Exhibit A2 - Group Insurance Certificate 694107-C ("Group Insurance Certificate")
Exhibit B1 - Group Insurance Certificate 645866-D ("Group Insurance Certificate")
Exhibit B2 - Group Insurance Amendment 645866-D
Exhibit C - Contribution Rates and Summary of Coverages
Attachment IP – Intellectual Property

Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit C, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibits A-B.

2. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibits A and B, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit C. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

3. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2005, through December 31, 2027.

4. Termination

This Agreement may be terminated by either party in accordance with the terms of Exhibits A and B, the Group Insurance Policy. As provided by that Exhibit, at any time, the County may either 1) terminate the Agreement in whole or 2) terminate coverage for any class or group, by giving written notice to Contractor.

5. Contract Materials

Contractor shall retain ownership of all proprietary business records created, stored or retained in the ordinary course of its business including, but not limited to claims, sales, underwriting and marketing files, subject to the retention and disclosure of records requirements discussed below in Section 12.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. **Hold Harmless**

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents sustained by reason of gross negligence, intentional wrongdoing, fraud or criminal conduct of Standard's employees or agents;

(B) damage to any property sustained by reason of gross negligence, intentional wrongdoing, fraud or criminal conduct of Standard's employees or agents;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with all Federal statutes or regulations.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. **Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not knowingly infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it solely and exclusively for the purpose of providing services to the group to a third party or subcontract with a third party to provide services required by Contractor solely and exclusively for the purpose of providing services to the group under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability..... $1,000,000

(b) Professional Liability.....$1,000,000

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement and the terms of the Group Policy.

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such

duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

i. termination of this Agreement;
ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
iii. liquidated damages of $2,500 per violation; and/or
iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

i. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it

hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars ($200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

12. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed, subject to applicable privacy laws and regulations.

13. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the Group Policy (Exhibits B and C) shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and agreed upon and signed by all parties.

14. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

15. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title:	Kim Pearson, Benefits Manager
Address:	500 County Center, 4th Fl., Redwood City, CA 94063
Telephone:	650-363-4656
Facsimile:	[insert]
Email:	[insert]

In the case of Contractor, to:

Name/Title:	Kurt A. Kemp, National Accounts Consultant
Address:	900 SW Fifth Ave, Portland, OR 97204
Telephone:	971-321-7864 office, 503-319-5007 cell
Facsimile:	n/a
Email:	Kurt.Kemp@standard.com

16. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

17. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: STANDARD INSURANCE COMPANY

Contractor Signature	10/25/2024 Date	Jill Schlofer 2nd VP, Implementation & Enrollment Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A1

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 July 1, 2016, is $546,741. 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. Changes to this amount will be posted on the Association's website www.califega.org.

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 1067.02(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:

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
(503) 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, 9th FL
Los Angeles, CA 90013
1-800-927-HELP (4357)

www.insurance.ca.gov/0500-about-us/02-department/030-csmcb/consumer-services.cfm

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 San Mateo
Policy Number:	649107-C
Effective Date:	January 1, 2025

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 Of Group Policy**, 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 Death Benefit. Death benefits will be reduced if an Accelerated Death 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" in Internal Revenue Code section 101, your Accelerated Death Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Death Benefit.

All provisions on this and the following pages are part of this Group Policy. Unless defined differently within a particular provision, the terms "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 bold face type.

STANDARD INSURANCE COMPANY

By

President and CEO

Corporate Secretary

GP1219-LIFE

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COVERAGE FEATURES

PREMIUM RATES AND RENEWALS

Premium Rates:

Life Insurance:

Plan 1: $0.050 monthly per $1,000 of Life Insurance

Plan 2:

Age of Member	Monthly Rate Per Multiple of $1,000
24 or under	$0.027
25 through 29	$0.027
30 through 34	$0.036
35 through 39	$0.045
40 through 44	$0.045
45 through 49	$0.072
50 through 54	$0.117
55 through 59	$0.216
60 through 64	$0.342
65 through 69	$0.684
70 or over	$1.080

Dependent Life Insurance:

Plan 1:

Class 1, 2 and 8: $0.57 monthly per Member, whether or not the Member has Dependents

Class 3, 4, 5, 6, 7 and 9: $0.29 monthly per Member, whether or not the Member has Dependents

Plan 2:

For Your Spouse:

Age of Spouse	Monthly Rate Per Multiple of $1,000
24 or under	$0.027
25 through 29	$0.027
30 through 34	$0.036
35 through 39	$0.045
40 through 44	$0.045
45 through 49	$0.072
50 through 54	$0.117
55 through 59	$0.216
60 through 64	$0.342
65 through 69	$0.684
70 or over	$1.080

For Your Child: $0.880 monthly per Member electing Plan 2 Dependents Life Insurance for Children, regardless of the number of Children covered

AD&D Insurance: $0.010 monthly per $1,000 of AD&D Insurance

Premium Due Dates:	January 1, 2025 and the first day of each calendar month thereafter.
Renewal Date:	January 1
Grace Period:	60 days
Initial Rate Guarantee Period:	January 1, 2025 to January 1, 2028
Notice of Rate Change:	180 days
Minimum Participation:	
Life Insurance:	
Number:	10 insured Members
Percentage:	
Plan 1:	100% of Members eligible for Plan 1
Plan 2:	The greater of 10 insured Members or 20% of Members eligible for Plan 2
Dependents Life Insurance:	20% of insured Members with eligible Dependents must elect to insure those Dependents

GROUP POLICY

Group Policy means the entire contract between the Policyholder and us. We will provide benefits according to the terms of the Group Policy. The Group Policy consists of the following:

1. This group life insurance policy issued by us to the Policyholder and identified by the Group Policy Number.
2. The Policyholder's attached application.
3. Group life insurance Certificates with the same Group Policy Number.
4. Any amendments to the Group Policy or Certificates.

The Policyholder's rights or the rights of any Member will only be affected by provisions that are part of the Group Policy. Only an executive of Standard Insurance Company may bind us by making a promise or a representation; or accept a representation that relates to the Group Policy.

LI.GP.OT.1

INCONTESTABILITY OF GROUP POLICY

Any statement made by the Policyholder to obtain the Group Policy or made by an Employer to obtain coverage under the Group Policy is, in the absence of fraud, a representation and not a warranty.

No misrepresentation by the Policyholder or your Employer will be used to deny a claim or to deny the validity of the Group Policy unless all of the following requirements are met:

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

LI.IN.OT.1

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. The effective date of the termination will be the date stated in the notice. If no date is stated in the notice, then the effective date of termination will be the last day of the calendar month for which the premium was paid.

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 of Members.

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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.

C. Changes In Premium Rates

We may change Premium Rates at any time 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.
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.
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 Date shown in the **Coverage Features**.

Each premium is payable on or before its Premium Due Date directly to us. The payment of each premium by the Policyholder 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 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.
2. The date we receive the notice.

We may terminate the Group as follows:

1. On any Premium Due Date if the number of persons insured is less than the Minimum Participation Number or less than the Minimum Participation Percentage shown in the **Coverage Features**.

2. On any Premium Due Date if we determine that the Policyholder has failed to promptly furnish any necessary information requested by us, or has failed to perform any other obligations relating to the Group Policy.
3. On any Premium Due Date by giving the Policyholder not less than 31 days advance Written notice.

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

G. Premium Adjustments

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

H. Certificates

We will issue printed or electronic Certificates to the Policyholder or Employer showing the coverage under the Group Policy. The Policyholder or Employer 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 Employer are liable for their own negligent, intentional or wrongful acts or omissions, and those of any insurance broker/agent or administrator acting for or on behalf of either of them, arising from or connected with the administration of the Group Policy.

K. Notice Of Suit

The Policyholder and 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 constitutes 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 Policyholder or Employer of any obligation to provide such coverage.

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Exhibit A2

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 July 1, 2016, is $546,741. 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. Changes to this amount will be posted on the Association's website www.califega.org.

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 1067.02(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:

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
(503) 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, 9th FL
Los Angeles, CA 90013
1-800-927-HELP (4357)

www.insurance.ca.gov/0500-about-us/02-department/030-csmcb/consumer-services.cfm

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

CERTIFICATE

GROUP LIFE INSURANCE

Policyholder:	County of San Mateo
Policy Number:	649107-C
Effective Date:	January 1, 2025
Revision Date:	Not applicable

The Group Policy has been issued to the Policyholder.

We certify that you will be insured as provided by the terms of your Employer's coverage under the Group Policy. If the terms of this Certificate differs from the terms of your Employer's coverage under the Group Policy, the latter will govern. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyholder with a revised Certificate or other notice to be given to you.

This policy includes an Accelerated Death Benefit. Death benefits will be reduced if an Accelerated Death 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" in Internal Revenue Code section 101, your Accelerated Death Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Death Benefit.

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate.

Unless defined differently within a particular provision, the terms "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 bold face type.

If you are a resident of California and age 65 or older on the date your coverage under the Group Policy becomes effective, for which you are required to pay all or part of the premium, you have 30 days from the date you first receive your Certificate to cancel your coverage. Upon receiving your cancellation request, we will void coverage from its inception as if the Certificate had not been issued and we will refund any premiums paid.

President and CEO

GC1219-LIFE

TABLE OF CONTENTS

INDEX OF DEFINED TERMS

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:	649107-C
Type of Insurance Provided:	
Life Insurance:	Yes
Accidental Death And Dismemberment (AD&D) Insurance:	Yes
Dependent Life Insurance For Your Spouse:	Yes
Dependent Life Insurance For Your Child:	Yes
Policyholder:	County of San Mateo
Employer(s):	County of San Mateo
Group Policy Effective Date:	January 1, 2025
Revision Date:	Not applicable
State of Issue:	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.

Member means:

1. A regular employee of the Employer.
2. Actively At Work at least 20 hours each week (for the purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days).

You are not a Member if you are:

1. An extra help, temporary or seasonal employee.
2. A full-time member of the armed forces of any country.
3. A leased employee.
4. An independent contractor.

Class Definition:

Class 1:	Confidential Members, DA/CO Counsel Members, Elected Members, LAWLIB/LAFCO Members, Management Members, PDA Members, and AFSCME/HZMT Members

Class 2:	Sergeants
Class 3:	AFSCME (Com Disp) Members, all other AFSCME Members, SEIU Members, and San Mateo County Council of Engineers (SMCCE) Members
Class 4:	Unrepresented Court Clerks, and CA Fed of Interpreters Members
Class 5:	CNA Members
Class 6:	UAPD Members
Class 7:	Law Enforcement Unit Members
Class 8:	Deputy Sheriffs Association Members
Class 9:	Building and Construction Trades Council (BCTC) Members
Eligibility Waiting Period:	You are eligible on the first day of the calendar month following your date of hire, but not before the Group Policy Effective Date.

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.

PREMIUM CONTRIBUTIONS

Life Insurance:	
Plan 1:	Noncontributory
Plan 2:	Contributory
Dependent Life Insurance:	
Plan 1:	Noncontributory
Plan 2:	
For Your Spouse:	Contributory
For Your Child:	Contributory
AD&D Insurance:	Noncontributory

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. The Employer pays the cost of Plan 1 Life Insurance.

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, 2, 6 and 8:	$50,000
Class 3 and 5:	$20,000
Class 4:	$12,000
Class 7:	$40,000
Class 9:	$30,000
Plan 2 (additional):	You may apply for Plan 2 Life Insurance in multiples of $10,000, from $50,000 to $1,000,000.

SCHEDULE OF DEPENDENT LIFE INSURANCE

If you are insured under Plan 1 Life Insurance, your Dependents will become insured for Plan 1 Dependents Life Insurance. The Employer pays the cost of Plan 1 Dependents Life Insurance.

If you are insured under Plan 2 Life Insurance, you may also become insured for Plan 2 Dependent Life Insurance for your Dependents, provided you and your Dependents meet the requirements to become insured for Plan 2 Dependents Life Insurance. You may elect to insure your Spouse, your Child, or both. Plan 2 is a Contributory plan requiring premium contributions from Members.

For your Spouse:

Spouse Life Insurance Benefit:

Plan 1:	
Class 1, 2 and 8:	$2,000
Class 3, 4, 5, 6, 7 and 9:	$500
Plan 2:	You may apply for Dependent Life Insurance in multiples of $5,000 from $25,000 to $250,000.

The amount of Plan 2 Dependent Life Insurance for your Spouse may not exceed 100% of the amount of your Plan 2 Life Insurance.

For your Child:

Child Life Insurance Benefit:

Plan 1:	
Class 1, 2 and 8:	$2,000
Class 3, 4, 5, 6, 7 and 9:	$500
Plan 2:	$10,000

The amount of Plan 2 Dependent Life Insurance for your Child may not exceed 100% of the amount of your Plan 2 Life Insurance.

SCHEDULE OF AD&D INSURANCE

You will become insured for AD&D Insurance if you meet the requirements to become insured under the Group Policy. The Employer pays the cost of AD&D Insurance.

The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit for you. See AD&D Table Of Losses below.

For you:

AD&D Insurance Benefit:

Class 1, 2, 6 and 8:	$110,000

Class 3, 4, 5, 7 and 9	$10,000

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 or one foot:	50%**
c. Sight in one eye, speech, or hearing in both ears	50%
d. One arm or one leg	75%**
e. Two or more of the Losses listed above	100%
f. Thumb and index finger of the same hand	25%*
g. Four fingers of the same hand	20%*
h. All toes of the same foot	20%*
i. Thumb or the fifth finger (pinky)	15%*
j. Quadriplegia	100%
k. Triplegia	75%
l. Paraplegia	75%
m. Hemiplegia	50%
n. Uniplegia	25%
o. Coma	For the first 11 months, 5% per month of the remainder of the AD&D Insurance Benefit payable for Loss of life after reduction by any AD&D Insurance Benefit paid for any other Loss as a result of the same accident. The unpaid portion of the remaining AD&D Insurance Benefit will be paid in month 12. Payments for coma will not exceed a maximum of 12 months.
p. Brain Damage	100%
q. Third degree burns covering 75% to 100% of the body	100%
r. Third degree burns covering 50% to 74% of the body	75%
s. Third degree burns covering 25% to 49% of the body	50%
t. Third degree burn confined to the face	25%

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

* No AD&D Insurance Benefit will be paid for Loss of one or more fingers, the thumb, one or more toes, or the thumb and index finger of the same hand if an AD&D Insurance Benefit is payable for the Loss of that entire hand or foot. No AD&D Insurance Benefit will be paid for Loss of a hand or foot, one or

more fingers, the thumb, one or more toes, or the thumb and index finger of the same hand if an AD&D Insurance Benefit is payable for the Loss of that entire arm or leg.

** If you lose an arm, leg, a hand or foot and an AD&D Insurance Benefit is payable for Quadriplegia, Hemiplegia, Uniplegia, Triplegia, or Paraplegia involving that same arm, leg, hand or foot, we will pay the higher of the AD&D Insurance Benefits for that Loss .

REDUCTIONS IN INSURANCE

Your insurance will not be reduced because of your age unless your insurance is subject to termination under the Waiver of Premium provision.

OTHER AD&D BENEFITS

Adaptive Home And Vehicle Benefit:

For you:	The lesser of (1) $10,000; or (2) 2.5% of the amount of AD&D Insurance Benefit otherwise payable for Loss of your life.

Air Bag Benefit:

For you:	The lesser of (1) $10,000; or (2) 5% of the amount of AD&D Insurance Benefit otherwise payable for Loss of that life.

Artificial Limb Benefit:

For you:	Reimbursement for the expenses incurred for one or more artificial limbs, including the initial fitting and subsequent adjustments, but not to exceed $5,000 or 25% of the AD&D Insurance Benefit, whichever is less.

Assault Benefit:

For you:	The lesser of (1) $25,000; or (2) 50% of the amount of the AD&D Insurance Benefit otherwise payable for the Loss.

Career Adjustment Benefit:

For you:	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:

For you:	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.

Helmet Benefit:

For you:	The lesser of (1) $5,000; or (2) 10% of the amount of AD&D Insurance Benefit otherwise payable for Loss of that life.

Higher Education Benefit:	
For you:	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.
Public Transportation Benefit:	
For you:	The lesser of (1) $200,000; or (2) 100% of the amount of the AD&D Insurance Benefit otherwise payable for Loss of that life.
Seat Belt Benefit:	
For you:	The lesser of (1) $25,000; or (2) 10% of the amount of AD&D Insurance Benefit otherwise payable for Loss of that life.

OTHER PROVISIONS

Repatriation Benefit:	The lesser of (1) $5,000; or (2) 10% of the expenses incurred to transport your body to a mortuary near your primary place of residence including expenses to prepare the body for shipment.
Waiver Of Premium:	Yes
Accelerated Death Benefit:	Yes
Insurance Eligible For Portability:	
For you:	
Life Insurance:	Yes
Minimum amount	$10,000
Maximum amount	$300,000
AD&D Insurance:	Yes
Minimum amount	$10,000
Maximum amount	$300,000
For your Spouse:	
Dependent Life Insurance:	Yes
Minimum amount	$5,000
Maximum amount	$100,000
For your Child:	
Dependent Life Insurance:	Yes
Minimum amount	$1,000
Maximum amount	$25,000

Suicide Exclusion:	Applies to: a. Plan 2 Life Insurance b. Dependent Life Insurance For Your Spouse c. AD&D Insurance
See **Accidental Death And Dismemberment Insurance** for other exclusions	
Strike Continuation:	Yes. The Strike Continuation premium is 120% of the Premium Rate.

INSURING CLAUSE

If you, your Spouse or your Child die or have a loss while insured under the Group Policy, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us, subject to the **Claims** provision.

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EVIDENCE OF INSURABILITY

A. Evidence of Insurability will be required as follows:

1. If you apply for Contributory Life Insurance for yourself or Dependent Life Insurance for your Spouse more than 31 days after you become eligible.
2. For any Plan 2 Life Insurance Benefit in excess of the Guarantee Issue Amount of $350,000.
3. For any Plan 2 Spouse Life Insurance Benefit in excess of the Guarantee Issue Amount of $50,000.
4. For reinstatements, if required.
5. For Members or a Spouse eligible, but not insured under the Prior Plan.
6. For any increase in Plan 2 Life Insurance or Spouse Life Insurance Benefit resulting from a plan or option change you elect.
7. For becoming insured for any amount greater than the amount for which you were insured under the Prior Plan, if your insurance under the Prior Plan was limited to the Prior Plan's Guarantee Issue Amount.
8. For becoming insured for any amount greater than the amount for which you, your Spouse or your Child were insured under the Prior Plan, if your, your Spouse's or your Child's evidence of insurability was not approved by us.

B. Evidence Of Insurability will not be required as follows:

1. Evidence Of Insurability is not required for a Child.
2. If you were insured under the Prior Plan for an amount in excess of the Guarantee Issue Amount on the day before the Group Policy Effective Date, the Evidence Of Insurability requirement will be waived for you for that amount on the Group Policy Effective Date.
3. One Time Open Enrollment

   Your Employer will hold a One Time Open Enrollment from October 15, 2024 through November 8, 2024. During this One Time Open Enrollment, the following will not require Evidence Of Insurability as long as your total Life Insurance Benefit after an election, does not exceed the Guarantee Issue Amount described above.

   a. For those insured or eligible for Additional life under the Prior Plan, you may apply or increase Plan 2 Life Insurance up to the Guarantee Issue Amount.
   b. For a Spouse who is insured or eligible for dependent life under the Prior Plan, you may apply or increase your Spouse Life Insurance Benefit up to the Guarantee Issue Amount.
4. Family Status Change
   a. If you experience a Family Status Change, you may make the following election changes without providing Evidence Of Insurability, provided an election or increase is made within 31 days of the status change.
      i. You may apply for or increase your Plan 2 Life Insurance amount, including enrolling for the first time, provided the resulting amount of Plan 2 Life Insurance does not exceed the Guarantee Issue Amount described above.

ii. You may apply for or increase your Spouse Life Insurance Benefit, including enrolling for the first time, provided the resulting amount does not exceed the Guarantee Issue Amount described above.

However, we will not waive the Evidence Of Insurability requirements if you, your Spouse or your Child previously submitted evidence of good health that was not approved by us under any group life insurance policy issued by us to the Policyholder covering your employer.

b. Family Status Change means any of the following events:

i. The birth of your Child or the adoption of a Child by you.

ii. Death of a Spouse or Child.

iii. Divorce or legal separation from your Spouse or your Domestic Partnership is legally dissolved.

iv. Marriage or creation of a Domestic Partnership.

v. The commencement or termination of your Spouse's employment.

vi. A change in employment from full-time to part-time by you or your Spouse.

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LIFE INSURANCE

A. Amount Of Life Insurance

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

B. When Life Insurance Becomes Effective

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

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

1. Life Insurance Subject To Evidence Of Insurability

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

2. Life Insurance Not Subject To Evidence Of Insurability

a. Noncontributory Life Insurance

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

b. Contributory Life Insurance

You must apply in Writing for Contributory Life Insurance and agree to pay premiums.

Contributory Life Insurance not subject to **Evidence Of Insurability** becomes effective on:

i. The date you become eligible if you apply on or before that date.

ii. The date you apply if you apply within 31 days after you become eligible.

iii. The later of the date you apply or the date of the Family Status Change, if you apply within 31 days of a Family Status Change.

C. Changes In Life Insurance

1. Increases

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

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

a. Increases Subject To Evidence Of Insurability

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

b. Increases Not Subject To Evidence Of Insurability

An increase in your Life Insurance not subject to **Evidence Of Insurability** becomes effective as follows:

i. The date of change in your classification.

ii. The date you apply for an elective increase.

iii. The later of the date you apply or the date of the Family Status Change, if you apply within 31 days of a Family Status Change.

iv. The beginning of the next plan year following the date you apply, if you apply during the One Time Open Enrollment Period.

2. Decreases

a. A decrease in your Life Insurance because of a change in your classification becomes effective on the date of the change.

b. Any other decrease in your Life Insurance becomes effective on the date the Policyholder or your Employer receives your Written request for the decrease.

D. Suicide Exclusion: Life Insurance

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

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

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

E. When Life Insurance Ends

Your Life Insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium was paid for your Life Insurance.
2. The date the Group Policy terminates.
3. The date your Employer's coverage under the Group Policy terminates.
4. The date on which your employment terminates.
5. The date on 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 4 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. During the first 12 months while your ability to work is limited because of Sickness, accidental Injury, or Pregnancy.

c. During the first 60 days of a temporary layoff.

d. During a leave of absence under any applicable state or federally 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 scheduled to last 365 days or less.

F. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, the following 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 cease to be a Member, and you become a Member again within 90 days, your Life Insurance amounts in effect prior to your last day of Active Work will be reinstated without Evidence Of Insurability.
3. If your Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
4. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.
5. 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.

LI.LF.OT.1

DEPENDENT LIFE INSURANCE FOR YOUR SPOUSE

A. Amount Of Insurance

See **Coverage Features** for the Insurance amount.

B. Insuring Your Spouse

1. Eligibility

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

a. The date you become eligible for Life Insurance.

b. The date you first acquire a Spouse.

A Member may not be insured as both a Member and a Spouse.

2. Effective Date

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

a. Insurance Subject To Evidence Of Insurability

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

i. The date your Life Insurance becomes effective.

ii. The date we approve the Spouse's Evidence Of Insurability.

b. Insurance Not Subject To Evidence Of Insurability

i. Noncontributory Insurance

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

* The date your Life Insurance becomes effective.
* The date you first acquire a Dependent.

ii. Contributory Insurance

You must apply in Writing for Contributory Dependent Life Insurance for your Spouse and agree to pay premiums. Contributory Dependent Life Insurance for your Spouse not subject to **Evidence Of Insurability** becomes effective on the latest of:

* The date your Life Insurance becomes effective if you apply on or before that date.
* The date you become eligible to insure your Spouse if you apply on or before that date.
* The date you apply if you apply within 31 days after you become eligible.
* The later of the date you apply or the date of the Family Status Change, if you apply within 31 days of a Family Status Change.

C. Changes In Insurance

1. Increases

You must apply in Writing for any elective increase in your Dependent Life Insurance for your Spouse.

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

a. Increases Subject To Evidence Of Insurability

An increase in the Spouse Life Insurance Benefit subject to **Evidence Of Insurability** becomes effective on the date we approve your Spouse's Evidence Of Insurability.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Dependent Life Insurance for your Spouse not subject to **Evidence Of Insurability** becomes effective as follows:

i. The date of the change in your classification.

ii. The later of the date you apply or the date of the Family Status Change, if you apply within 31 days of a Family Status Change.

2. Decreases

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

b. A decrease in the Spouse Life Insurance Benefit because of a change in your classification becomes effective on the date of the change in your classification.

c. Any other decrease in the Spouse Life Insurance Benefit becomes effective on the date the Policyholder or Employer receives your Written request for the decrease.

D. Exclusions

If your Spouse'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 Dependent Life Insurance which has not been continuously in effect for your Spouse for at least 2 years on the date of death. In computing the 2-year period, we will include time your Spouse was insured under the Prior Plan.

2. We will refund all premiums paid for the amount of Dependent Life Insurance excluded from payment under this suicide exclusion which we determine are attributable to your Spouse.

E. When Insurance Ends

Insurance ends automatically on the earliest of:

1. Five months after you die. (No premium will be charged for your Dependent Life Insurance for your Spouse during this time.)
2. The date your Life Insurance ends.
3. The date Dependent Life Insurance for your Spouse terminates under the Group Policy, unless your Insurance continues under item 1 above.
4. The date the Group Policy terminates, or the date Employer's coverage under the Group Policy for your Spouse terminates, unless Insurance continues under item 1 above.
5. The date the last period ends for which a premium was paid for your Dependent Life Insurance for your Spouse, unless it continues under item 1 above.
6. The last day for which premium contributions have been paid following your Written request to terminate your Dependent Life Insurance for your Spouse.
7. For your Spouse, the date of your divorce or legal separation or termination of your Domestic Partner relationship.

LI.SP.OT.1

DEPENDENT LIFE INSURANCE FOR YOUR CHILD

A. Amount Of Insurance

See **Coverage Features** for the Insurance amount.

B. Insuring Your Child

1. Eligibility

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

a. The date you become eligible for Life Insurance.

b. The date you first acquire a Child.

A Member may not be insured as both a Member and a Child. A Child may not be insured by more than one Member. For purposes of insurance under the Group Policy, Child does not include a person who is a full-time member of the armed forces of any country.

2. Effective Date

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

a. Insurance Not Subject To Evidence Of Insurability

i. Noncontributory Insurance

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

* The date your Life Insurance becomes effective.
* The date you first acquire a Child.

ii. Contributory Insurance

You must apply in Writing for Dependent Life Insurance for your Child and agree to pay premiums. Contributory Insurance for your Child not subject to **Evidence Of Insurability** becomes effective on the latest of:

* The date your Life Insurance becomes effective if you apply on or before that date.
* The date you become eligible to insure your Child if you apply on or before that date.
* The date you apply if you apply after you become eligible.
* The later of the date you apply or the date of the Family Status Change, if you apply within 31 days of a Family Status Change.

Except as provided above, your first eligible newborn Child is automatically covered for the minimum Child Life Insurance Benefit amount shown in the **Coverage Features** up to the date you apply, if you apply within 31 days from the Child's live birth.

b. While your Dependent Life Insurance for your Child is in effect, each new Child becomes insured immediately.

C. Changes In Insurance

1. Increases

You must apply in Writing for any elective increase in your insurance for your Child.

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

An increase in your Dependent Life Insurance for your Child becomes effective as follows:

i. The date of the change in your classification.

ii. The later of the date you apply or the date of the Family Status Change, if you apply within 31 days of a Family Status Change.

2. Decreases

A decrease in the Child Life Insurance Benefit because of a decrease in your Life Insurance becomes effective on the date the first day of the calendar month next following the date your Life Insurance decreases.

D. When Insurance Ends

Insurance ends automatically on the earliest of:

1. Five months after you die. (No premium will be charged for your Dependent Life Insurance for your Child during this time.)
2. The date your Life Insurance ends.
3. The date Dependent Life Insurance for your Child terminates under the Group Policy, unless your Insurance continues under item 1 above.
4. The date the Group Policy terminates, or the date Employer's coverage under the Group Policy for your Child terminates, unless Insurance continues under item 1 above.
5. The date the last period ends for which a premium was paid for your Dependent Life Insurance for your Child, unless it continues under item 1 above.
6. The last day for which premium contributions have been paid following your Written request to terminate your Dependent Life Insurance for your Child.
7. For any Child, the date the Child ceases to be a Child.

LI.CH.OT.1

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, including expenses to prepare the body for shipment.

LI.RB.OT.1

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

A. Insuring Clause

If you have an accident including accidental exposure to adverse weather conditions, while insured for AD&D Insurance under the Group Policy, 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, subject to the **Claims** provision.

B. Becoming Insured For AD&D Insurance

1. Eligibility

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

2. Effective Date

Subject to the **Active Work Provisions**, AD&D Insurance becomes effective on the date you become eligible.

C. Changes In AD&D Insurance

1. Increases

You must apply in Writing for any elective increase in your AD&D Insurance. Subject to the Active Work Provisions:

An increase in AD&D Insurance because of a change in your classification becomes effective on the date of the change.

2. Decreases

A decrease in AD&D Insurance because of a change in your classification becomes effective on the date of the change.

D. Definition Of Loss For AD&D Insurance

Loss means loss of life, hand, foot, sight, speech, hearing in both ears, arm, leg, thumb, thumb and index finger of the same hand, fingers, toes, coma, brain damage, burn, Quadriplegia, Hemiplegia, Uniplegia, Triplegia, and Paraplegia which meets 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 Proof Of Loss satisfactory to us.
5. With respect to all other Losses, is certified by a Physician in the appropriate specialty as determined by us.

With respect to Loss of life, death will be presumed if you disappear and the disappearance meets all of the following requirements:

1. Is caused solely and directly by an accident that reasonably could have caused Loss of life.
2. Occurs independently of all other causes.
3. Continues for a period of 365 days after the date of the accident, despite reasonable search efforts.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint, whether or not surgically reattached.

With respect to an arm or leg, Loss means actual and permanent severance from the body at or below the shoulder or hip joint, whether or not surgically reattached.

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

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

With respect to hearing, Loss means entire, uncorrectable, and irrecoverable loss of hearing in both ears.

With respect to thumb and index finger of the same hand, Loss means actual and permanent severance from the body at or above the metacarpophalangeal joints.

With respect to 4 fingers of the same hand, Loss means actual and permanent severance from the body at or above the metacarpophalangeal joints.

With respect to the fifth finger (pinky finger) or thumb, Loss means the actual and permanent severance from the body at or above the metacarpophalangeal joint.

With respect to all toes of the same foot, Loss means actual and permanent severance from the body at or above the metatarsophalangeal joint.

With respect to coma, Loss means profound state of mental unconsciousness with no evidence of appropriate responses to stimulation, lasting for at least 21 consecutive days. Benefits payable because of a coma will end the earliest of the time period shown in the **Coverage Features**, or you or your Dependent regain consciousness, or you or your Dependent die.

With respect to Quadriplegia, Hemiplegia, Uniplegia, Triplegia, and Paraplegia, Loss must be permanent, complete, and irreversible.

Quadriplegia means total paralysis of both upper and lower limbs. Hemiplegia means total paralysis of the upper and lower limbs on the same side of the body. Paraplegia means total paralysis of both lower limbs. Uniplegia means the complete and irreversible paralysis of one limb. Triplegia means the complete and irreversible paralysis of three limbs.

With respect to brain damage for you, Loss means you sustain and are diagnosed by a Physician as having a traumatic brain injury as a result of, and within 30 days of, a covered accidental injury. The traumatic brain injury will have lasted for a minimum of 12 consecutive months and as a result of the traumatic brain injury the Member is Totally Disabled from Any Occupation at the end of that 12 month period. The Member must be hospitalized due to traumatic brain injury for at least 5 days and have a Glasgow Coma Scale score of 8 or less within the first 30 days following the accident that resulted in the traumatic brain injury.

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 intake by any means of any poison, gas, fumes, prescription drugs, non-prescription drugs or illegal drugs, unless prescribed or taken under the direction of a Physician and taken in accordance with the Physician's instructions.
5. Alcohol – if your blood alcohol content is in excess of the legal limit for operating a motor vehicle as defined by the jurisdiction where the accident or Loss occurred. This exclusion applies regardless of whether the accident or Loss involved the operation of a motor vehicle.
6. Sickness or Pregnancy existing at the time of the accident or a heart attack or stroke.
7. Medical or surgical treatment for any of the above.
8. Boarding, leaving, or being in or on any kind of aircraft. However, this exclusion will not apply if the person who suffers the Loss is a fare paying passenger on a commercial aircraft.

F. 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**.

G. Other AD&D Benefits

Adaptive Home and Vehicle Benefit

The amount of the Adaptive Home And Vehicle Benefit reimbursement is shown in the **Coverage Features**.

We will pay an Adaptive Home And Vehicle Benefit to the person who incurs the accommodation expenses if all of the following requirements are met:

1. You are insured under the Group Policy.
2. You suffer an AD&D Loss, other than loss of Life, as a result of an accident for which an AD&D Insurance Benefit is payable.
3. Within 12 months after the date of the accident, you have your principal residence or automobile adapted to reasonably accommodate your AD&D Loss.
4. The accommodations to your principle residence are:
    a. Made by a licensed professional contractor.
    b. Recommended by a Physician or licensed occupational therapist for the type of Loss you suffered.
5. The accommodations to your automobile are:
    a. Made by a disabled mobility dealer registered with the National Highway Transportation Safety Administration, or approved by your Motor Vehicle Department.
    b. Recommended by a Physician or licensed occupational therapist for the type of Loss you suffered.

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

Air Bag Benefit

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

We will pay an Air Bag Benefit if all of the following requirements are met:

1. You die as a result of an Automobile accident for which a Seat Belt Benefit is payable for Loss of your life.

2. The Automobile is equipped with an Air Bag System that was installed as original equipment by the Automobile manufacturer and has received regular maintenance or scheduled replacement as recommended by the Automobile or Air Bag System manufacturer.
3. You are seated in the driver's or a passenger's seating position intended to be protected by the Air Bag System and the Air Bag System deploys, as evidenced by Proof Of Loss satisfactory to us.

Air Bag System means an automatically inflatable passive restraint system that is designed to provide automatic crash protection in front or side impact Automobile accidents and meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration.

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

Artificial Limb Benefit

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

We will pay an Artificial Limb Benefit one time per accident if all of the following requirements are met:

1. You suffer an AD&D Loss, other than loss of Life, as a result of an accident for which an AD&D Insurance Benefit is payable and for which the artificial limb replaces.
2. You receive one or more artificial limbs as prescribed by a Physician.
3. Within 365 days after the date of the accident, you incur expenses to have one or more prescribed artificial limbs fitted to accommodate your AD&D Loss.

An artificial limb does not include artificial joints (including, but not limited to hip and knee replacements).

Assault Benefit

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

We will pay an Assault Benefit if a Loss occurs that is the result of an act of physical violence against you that is punishable by law and is evidence by a police report and the following requirement is met: while Actively At Work, you suffer a Loss for which an AD&D Insurance Benefit is payable.

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 die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
2. 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 die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
2. Your Spouse pays a licensed child care provider who is not a member of your family for child care provided to your Child under age 13 within 36 months of your death.

3. 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.

Helmet Benefit

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

We will pay a Helmet Benefit if you meet all of the following requirements:

1. An AD&D Loss of life occurs while operating or riding a motorcycle or bicycle for which an AD&D Insurance Benefit is payable.
2. Wearing a Helmet at the time of the Loss as evidenced by a police accident report, medical examiner report, or coroner's report.
3. The operator of the motorcycle has a current and valid driver's license at the time of the Loss.

Helmet means protective headgear that meets or exceeds the standards established by the Code of Federal Regulations (CFR) in Title 16 Part 1203, Snell Memorial Foundation Standards M-95 or M2000, the American National Standards Institute specification Z 90. 1, or the United States Department of Transportation's Federal Motor Vehicle Safety Standard No. 218, as amended and updated.

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 die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
2. 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 annually to each Child who meets the requirements of item 2 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.

Public Transportation Benefit

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

We will pay a Public Transportation Benefit if all of the following requirements are met:

1. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
2. The accident occurs while you are riding as a fare-paying passenger on Public Transportation.

Public Transportation means a public passenger conveyance operated by a licensed common carrier for the transportation of the general public for a fare and operating on regular passenger routes with a definite schedule of departures and arrivals.

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.
2. The deceased is wearing and properly utilizing a Seat Belt System at the time of the accident, as evidenced by Proof Of Loss satisfactory to us.

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.

H. When AD&D Insurance Ends

AD&D Insurance for you ends automatically on the earliest 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.
5. The last day for which premium contributions have been paid following your Written request to terminate your AD&D Insurance for you

LI.AD.OT.1

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 actively at work for your Employer and performing with reasonable continuity the Material Duties of your Own Occupation at your usual place of business, for your Employer. You will be deemed to be Actively At Work if all of the following requirements are met:

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.
3. You were capable of Active Work on the day before the scheduled effective date of your insurance or increase in your insurance.

Own Occupation means any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as the occupation you are regularly performing for your Employer. In determining your Own Occupation, we are not limited to looking at the way you perform your job for your Employer, but may also look at the way the occupation is generally performed in the national economy.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted.

LI.AW.OT.1

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 for your death or dismemberment 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.

PORTABILITY OF INSURANCE

A. Portability Of Insurance

1. 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 if your insurance under the Group Policy ends because of one of the following Portable Events.

   Portable Event means any of the following:

   a. Your employment with your Employer terminates.

   b. Your employment with your Employer terminates due to termination of the Group Policy because the Policyholder or your Employer goes out of business.

2. To be eligible, you must satisfy all of the following requirements:

   a. On the date of your Portable Event, you must be able to perform with reasonably 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.

   b. On the date of your Portable Event, you are under age 70.

   c. On the date of your Portable Event, you 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 you were insured under the Prior Plan.

   d. You must apply in Writing and pay the first premium directly to us within 31 days after the date of your Portable Event. 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

You may be eligible to buy the amount of your Insurance that is ending subject to the minimum and maximum amounts of Insurance eligible for portability as 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 Portable Event.

C. When Portable Insurance Becomes Effective

If you apply within 31 days after the date of your Portable Event, and are otherwise eligible, then Portable group insurance will become effective on the date after your Portable Event.

D. Death During The Portable Event Period

If death occurs within 31 days after the date of your Portable Event, life insurance benefits, if any, will be paid according to the terms of the Group Policy in effect on the date of your Portable Event, and not the terms of the Group Life Portability Insurance Policy. If an Accidental Death And Dismemberment Loss occurs within 31 days after the date of your Portable Event, Accidental Death And Dismemberment benefits will be paid according to the AD&D Benefit Amount in effect under the Group Policy on the day before your Portable Event, not to exceed the maximum Portability amount as shown in the Coverage Features, provided you meet the requirements as stated in item 2 above. In no event will the benefits paid exceed the amount in effect under the Group Policy on the day before your Portable Event.

If you apply for portable group insurance, and death occurs during the Portable Event Period, and if you name a Beneficiary in your application that is different from the last Beneficiary you named under the Group Policy, then it will be considered a change of Beneficiary to the person named in the application. The change will take effect on the date of the application.

LI.TGP.OT.1

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.RC.CA.1

WAIVER OF PREMIUM

A. Waiver Of Premium Benefit

Subject to When Waiver Of Premium Ends below, payment of premium for your Insurance will be waived while you are Totally Disabled if all of the following requirements are met:

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

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:
   a. During the first 24 months: as a result of Sickness or bodily injury you are unable to perform with reasonable continuity the substantial and material duties of the job you were regularly performing for your Employer when Total Disability begins.
   b. Thereafter: as a result of Sickness or bodily Injury you are unable to perform with reasonable continuity any other job in which you could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, or physical or mental capacity.
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.
2. The date we approve your claim for Waiver Of Premium.

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

You may be eligible to buy an individual policy of life insurance if your Insurance under the Group Policy ends due to termination of your employment with your Employer during the Waiting Period. See **Right To Convert**.

If you exercise your **Right To Convert** during the Waiting Period, you will not be eligible for **Waiver Of Premium** unless you first surrender to us the converted individual policy of life insurance. The premiums paid for the converted individual policy of life insurance will be refunded. In no event will we pay a benefit for Insurance under both the Group Policy and the individual policy of life insurance purchased under **Right To Convert**.

D. 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. If you become Totally Disabled, 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 Death Benefit, Insurance will be reduced according to the **Accelerated Death Benefit** provision. Insurance will be terminated according to the Group Policy provisions in effect on the day before you receive the Accelerated Death Benefit.

E. 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 and Insurance will be payable according to the terms of the Group Policy.

F. 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.

G. 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.
5. The date you reach age 70.

H. Notice Of Right To Convert

If Insurance continued under **Waiver Of Premium** ends or is reduced, you may be eligible to buy an individual policy of life insurance under **Right To Convert**.

LI.WP.CA.1

ACCELERATED DEATH BENEFIT

A. Accelerated Death 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 Death Benefit. You must have at least $10,000 of Insurance in effect to be eligible.

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 Death Benefit. Any such examination will be conducted by one or more Physicians of our choice.

B. Application For Accelerated Death Benefit

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

C. Amount Of Accelerated Death Benefit

You may receive an Accelerated Death Benefit of up to 80% of your Life Insurance. The maximum Accelerated Death Benefit is $500,000. The minimum Accelerated Death Benefit is $5,000 or 10% of your Insurance, whichever is greater.

If the amount of your Insurance is scheduled to reduce within 12 months following the date you apply for the Accelerated Death Benefit, your Accelerated Death Benefit will be based on the reduced amount.

The Accelerated Death Benefit will be paid to you once in your lifetime in a lump sum. If you recover from your Qualifying Medical Condition after receiving an Accelerated Death 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 Death Benefit will be the amount of your Insurance as if no Accelerated Death Benefit had been paid; minus the amount of the Accelerated Death Benefit.

Your AD&D Insurance, if any, is not affected by payment of the Accelerated Death Benefit.

E. Payment Of Premium

If you qualify for Waiver Of Premium, no premium payment is required. Otherwise premiums will be based on the amount of your Insurance in effect before payment of the Accelerated Death Benefit and

premium payment must be continued based on the full amount of your Insurance after the payment of the Accelerated Death Benefit.

F. Exclusions

No Accelerated Death Benefit will be paid if any of the following apply:

1. All or part of your Insurance must be paid to your child, 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 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 Death Benefit.
5. You are required by a government agency to use the Accelerated Death Benefit to apply for, receive, or continue a government benefit or entitlement.
6. You have previously received an Accelerated Death Benefit under the Group Policy.

G. Definitions For Accelerated Death Benefit

Insurance means your insurance under the Group Policy identified in the Other Provisions section of the **Coverage Features** as eligible for the Accelerated Death Benefit.

You and your mean the Member.

LI.ADB.OT.1

RIGHT TO CONVERT

A. Right To Convert

You and your Dependents may buy an individual policy of life insurance without Evidence Of Insurability if all of the following requirements are met:

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

The maximum amount you and your Dependents have a Right To Convert is the amount of your Insurance which ended, except as limited under C. Limits On Right To Convert.

B. Definitions For Right To Convert

1. Conversion Period means the 31-day period after the date of any Qualifying Event.
2. Insurance means your Life Insurance and your Dependent Life Insurance under the Group Policy, excluding AD&D Insurance.
3. Qualifying Event means termination or reduction of your or your Dependents' Insurance for any reason except:
   a. The Member’s failure to make a required premium contribution.
   b. Payment of an Accelerated Death Benefit.

C. Limits On Right To Convert

If your or your Dependents' Insurance ends or is reduced because of termination or amendment of the Group Policy, the following will apply.

1. You and your Dependents may not convert Insurance which has been in effect for less than 5 years.
2. The maximum amount that may be converted is the lesser of:
   a. The amount of Insurance which ended, minus any other group life insurance for which you and your Dependents become eligible during the Conversion Period.
   b. $2,000.

D. The Individual Policy

You and your Dependents may select an individual whole life insurance policy we issue to persons of your or your Dependents age, except:

1. A policy with disability, accidental death, or other additional benefits.
2. A policy in an amount less than the minimum amount we issue.

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 or your Dependents die during the Conversion Period, we will pay a death benefit equal to the maximum amount you or your Dependents had a Right To Convert, whether or not you or your Dependents applied for an individual policy. In no event will the benefits paid exceed the amount in effect under the Group Policy on the day before your or your Dependent's Qualifying Event.

If you or your Spouse apply for an individual policy of life insurance, and death occurs during the Right To Convert Period, and if you or your Spouse name a Beneficiary in your or your Spouse's application that is different from the last Beneficiary you or your Spouse named under the Group Policy, then it will be considered a change of Beneficiary to the person named in the application. The change will take effect on the date of the application.

LI.RC.OT.1

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.

For **Waiver Of Premium** and **Accelerated Death Benefit**, the letter should include the character and the extent of the occurrence or loss which are being claimed, as required in item C. Proof Of Loss. Subject to the time period in item B. Time Limits On Filing Proof Of Loss, such letter will constitute notice.

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 the 90-day period.

With respect to coma, we will require Proof Of Loss of the comatose condition at reasonable intervals. If proof is not given within 90 days, benefits payable for coma will end.

If Proof Of Loss is filled 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.

D. Time Limits On Filing Proof Of Loss For **Waiver Of Premium**

Proof Of Loss for **Waiver Of Premium** must be provided within 12 months after the end of the Waiting Period. Failure to furnish Proof Of Loss will not invalidate or reduce any claim if it can be shown that it was not reasonably possible to furnish such Proof Of Loss, provide it is furnished as soon as reasonably possible.

Proof Of Loss is provided outside the 12 month time limit noted above, the claim may be denied. This limit will not apply while the Member or Beneficiary lacks legal capacity.

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.

E. Time Limits On Filing Proof Of Loss For **Accelerated Death Benefit**

With respect to **Accelerated Death Benefit**, we will require Proof Of Loss of your Qualifying Medical Condition. If Proof Of Loss of the Qualifying Medical Condition is not provided, the claim may be denied.

F. 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.

G. Time Of Payment

We will pay benefits within 60 days after the latest date shown below:

1. The date Proof Of Loss is satisfied.
2. The date we receive sufficient information to determine liability, the extent of liability and the appropriate payee legally entitled to benefits.
3. The date that legal impediments to payment of benefits that depend on the action of parties other than us are resolved and sufficient evidence of resolution is provided to us. Legal impediments to payment include, but are not limited to:
   a. The establishment of guardianships or conservatorships.
   b. The appointment and qualification of trustees, executors and administrators.
   c. The submission of information required to satisfy state or federal reporting requirements.

Interest, if applicable, will accrue 30 days from the latest of the dates shown above, continuing up to the date of payment.

Payment made in good faith shall discharge us of liability to the extent of such payment.

H. 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, 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, within 45 days after we receive the claim we will send the claimant: (a) a Written decision on the **Waiver Of Premium** 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 (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, 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 the following:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. A copy of any internal rule or guideline relied upon in making our **Waiver Of Premium** decision, or a statement that no such rules or guidelines exist.
4. A description of any additional information needed to support the claim.
5. Information concerning the claimant’s right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.
6. Information concerning the claimant's right to a review of our decision.

I. 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**.
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, 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, 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, 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**.

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

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. A copy of any internal rule or guideline relied upon in making our **Waiver Of Premium** decision, or a statement that no such rules or guidelines exist.
4. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.

LI.CL.CA.1

ASSIGNMENT

If the amount of your Life Insurance Benefit is less than $25,000, you may not make an assignment. Insurance, if any, on your Spouse or Child is not assignable.

If the amount of your Life Insurance Benefit is $25,000 or more, you may make an absolute assignment of all insurance on you subject to all of the following:

1. The assignment must transfer all insurance on you under the Group Policy, including AD&D Insurance.
2. You may not make a collateral or partial 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 policy of life insurance on your life under **Right To Convert**.
    c. The right to receive AD&D Insurance Benefits for dismemberment.
    d. The right to apply for and receive an Accelerated Death Benefit.
    e. The right, if any, to continue insurance under the Group Policy.
4. The assignment will apply to all insurance on you 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 these rules.

LI.AS.OT.1

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 named. Benefits payable because of coma or brain damage 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 or coma or brain damage will be paid to the person who suffers the Loss for which the 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. Spouse and Child Life Insurance Benefits.
   b. Accelerated Death Benefit.
4. Spouse and Child Life Insurance Benefits payable to you because of the death of your Dependent which were 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 surviving Spouse. No Career Adjustment Benefit will be paid if you have no Spouse.

   The Higher Education Benefit will be paid annually 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.

   The Adaptive Home And Vehicle Benefit will be paid to the person who incurs the accommodation expenses.

B. Naming A Beneficiary

Beneficiary means a person you name to receive your death benefits. You may name one or more Beneficiaries.

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 provided 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 designations must be the same for Plan 1 Life Insurance and AD&D Insurance death benefits.

Your Beneficiary designations for your Plan 1 Life Insurance may be different from your Plan 2 Life Insurance Beneficiary designations.

Your designation must meet all of the following requirements:

1. You must name or change Beneficiaries in Writing. Writing includes a form Signed by you or a verification from us or our designated agent, the Policyholder or the Policyholder's designated agent, or the Employer or the Employer's designated agent of an electronic or telephonic designation made by you.
2. Must be dated.
3. Must be delivered to us or our designated agent, the Policyholder or the Policyholder's designated agent, or the Employer or the Employer's designated agent, during your lifetime.
4. Must relate to the insurance provided under the Group Policy.

Your designation will take effect on the date it is received by us or our designated agent, the Policyholder or the Policyholder's designated agent, or 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 or your Spouse's death is delivered to us before the date of the Beneficiary's death.

D. No Surviving Beneficiary

If you do not name a Beneficiary for each different insurance plan where you may elect 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/Spouse.
2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. Your estate.

E. Method 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 $25,000 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.

   d. Is fully guaranteed by us.

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.

LI.BB.OT.1

RIGHT TO RECOVERY

If benefits have been overpaid on any claim then full reimbursement to us is required within 60 days of notification to you, your Beneficiary or your estate. If reimbursement is not made then we have the right to do any of the following:

1. Reduce future benefits until full reimbursement is made.
2. Recover such overpayments from you, your Beneficiary or your estate.

Such reimbursement is required whether the overpayment is due to fraud, our error in processing a claim or any other reason.

LI.RR.OT.1

CLAIMANT COOPERATION

If you or your Beneficiary fails to cooperate with us in the administration of your claim, we may close or deny the claim. Such cooperation includes, but is not limited to, providing any information or documentation needed to determine if benefits are payable or the actual benefit amount due.

LI.CLC.OT.1

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 Employer are liable for their own negligent, intentional or wrongful acts or omissions, and those of any insurance broker/agent or administrator acting for or on behalf of either of them, arising from or connected with the administration of the Group Policy.

LI.AR.OT.1

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 adverse decision date.

INCONTESTABILITY OF INSURANCE

Any statement made to obtain or to increase insurance is, in the absence of fraud, a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless all of the following requirements are met:

1. The insurance would not have been approved for you, your Spouse or your Child if we had known the truth.
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 your, your Spouse's or your Child's insurance has been in effect for two years during the lifetime of the insured, your Spouse or your Child.

LI.IN.OT.1

CLERICAL ERROR, MISSTATEMENT AND AGENCY

A. Clerical Error And Agency

Clerical error by us, 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.
3. Continue insurance under the Group Policy otherwise validly terminated.

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

B. 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.
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.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.

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. Stock options or stock bonuses.
5. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
6. Any other extra compensation.

Child means:

1. Your child from live birth through age 26.
2. Your disabled child who is 26 years of age or older, is your qualifying child as defined by the Internal Revenue Service for whom you or your Spouse claims as a dependent on Federal Income Taxes filed for the preceding calendar year and meets one of the following requirements:
   a. Has been insured continuously under the Group Policy prior to reaching age 26.
   b. Who is 26 years of age or older at the time of your initial eligibility under the Group Policy.
3. Child includes any of the following, if they otherwise meet the definition of Child:
   a. Your adopted child, from the time of placement in your physical custody
   b. Your stepchild or foster child, if living in your home.
   c. A child for whom you are legal guardian, who is primarily dependent on you for support, and lives with you in a permanent parent-child relationship.

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

Dependent means your Spouse or Child.

Dependent Life Insurance means Dependent Life Insurance For Your Spouse and/or Dependent Life Insurance For Your Child, if any, under the Group Policy. It may also be referred to as Spouse Life Insurance Benefit and/or Child Life Insurance Benefit as applicable.

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

Employer means an employer for which coverage under the Group Policy is approved in Writing by us. See **Coverage Features**.

Evidence Of Insurability means an applicant must do all of the following:

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.
4. Provide any additional information about the applicant's insurability that we may reasonably require.

Group Policy means this group life insurance policy issued by us to the Policyholder and identified by the Group Policy Number, the Policyholder's attached application, group life insurance Certificates with the same Group Policy Number, and any amendments to the Group Policy or Certificates.

Injury means an injury to the 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.

Signed means any symbol or method executed or adopted by you with the present intention to authenticate a record, and which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law, and authorized or accepted by us.

Spouse means:

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

However, for the 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 legally separated.

Writing or Written means a record which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law, and authorized or accepted by us.

LI.DF.CA.1

Exhibit B1

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)

http://www.insurance.ca.gov/0500-about-us/02-department/01-csmcb/consumer-services.cfm

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

CERTIFICATE

GROUP SHORT TERM DISABILITY INSURANCE

Policyholder:	County of San Mateo
Policy Number:	645866-D
Effective Date:	January 1, 2020

The Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by the terms of your Employer's coverage under the Group Policy. If the terms of this Certificate differ from the terms of your Employer's coverage under the Group Policy, the latter will govern. If your coverage is changed by an amendment to the Group Policy, we will provide the Employer with a revised Certificate or other notice to be given to you.

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate.

"You" and "your" mean the Member. "We", "us" and "our" mean Standard Insurance Company. Other defined terms appear with the initial letters capitalized. Section headings, and references to them, appear in boldface type.

President and CEO

Corporate Secretary

GP190-STD/S399

Table of Contents

Index of Defined Terms

COVERAGE FEATURES

This section contains many of the features of your short term disability (STD) insurance. Other provisions, including exclusions, limitations, and Deductible Income 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:	645866-D
Policyholder:	County of San Mateo
Employer(s):	County of San Mateo
Group Policy Effective Date:	January 1, 2020
Policy Issued in:	California

Member means:

1. A regular employee of the Employer, including all FTE .75 or higher Extra-Help employees [other than an employee insured under the California State Disability Insurance (SDI) plan or an employee represented by AFSCME, BCTC, CNA, SEIU, LEU, Comm Dispatch or UAPD who has been continuously employed by the Employer for more than seven months];
2. Actively At Work at least 20 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

Member does not include an extra help measurement period group employee, a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Class Definition: None

SCHEDULE OF INSURANCE

Eligibility Waiting Period:	You are eligible on one of the following dates, but not before the Group Policy Effective Date: If you are a Member on the Group Policy Effective Date, you are eligible on the first day of the calendar month following the date you become a Member. If you become a Member after the Group Policy Effective Date, you are eligible on the first day of the calendar month following the date you become a Member.

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

STD Benefit:	$100 (not to exceed 70% of your Predisability Earnings), reduced by Deductible Income.

Minimum:	$15
Benefit Waiting Period:	
For Contributory insurance for Members who apply during the Enrollment Period:	
For Disability caused by accidental Injury:	14 days
For Disability caused by Physical Disease, Pregnancy or Mental Disorder:	14 days
For Contributory insurance for Members who do not apply during the Enrollment Period:	
For Disability caused by accidental Injury:	14 days
For Disability caused by Physical Disease, Pregnancy or Mental Disorder:	During the 12-month period beginning on the date your insurance becomes effective: 60 days; and thereafter: 14 days
Enrollment Period for Contributory insurance:	The 31-day period beginning on the date you become eligible.
Maximum Benefit Period:	18 weeks

However, STD Benefits will end on the date long term disability benefits become payable to you under a group plan provided by your Employer, even if that occurs before the end of the Maximum Benefit Period.

If you are Disabled for less than one full week, we will pay one-seventh of the STD Benefit for each day of Disability.

PREMIUM CONTRIBUTIONS

Insurance is:	Contributory

INSURING CLAUSE

If you become Disabled while insured under the Group Policy, we will pay STD Benefits according to the terms of the Group Policy after we receive Proof Of Loss.

ST.IC.CA.1

BECOMING INSURED

To become insured you must be a Member, complete your Eligibility Waiting Period, and meet the requirements in **Active Work Provisions** and **When Your Insurance Becomes Effective**.

You are a Member if you are:

1. A regular employee of the Employer, including all FTE .75 or higher Extra-Help employees [other than an employee insured under the California State Disability Insurance (SDI) plan or an employee represented by AFSCME, BCTC, CNA, SEIU, LEU, Comm Dispatch or UAPD who has been continuously employed by the Employer for more than seven months];
2. Actively At Work at least 20 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

   Member does not include an extra help measurement period group employee, a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

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

(VAR MBR DEF) ST.BI.OT.1X

WHEN YOUR INSURANCE BECOMES EFFECTIVE

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

A. Noncontributory Insurance

   Subject to the **Active Work Provisions**, your Noncontributory insurance becomes effective on the date you become eligible.

B. Contributory Insurance

   You must apply in writing for Contributory insurance and agree to pay premiums. Subject to the **Active Work Provisions**, your insurance 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 after the date you become eligible.

      Note: If you do not apply during the Enrollment Period, then until you have been insured under the Group Policy for 12 consecutive months, you will have a longer Benefit Waiting Period for Disabilities caused by Physical Disease, Pregnancy or Mental Disorder. The Enrollment Period and applicable Benefit Waiting Periods are shown in **Coverage Features**.

C. Takeover Provisions

   1. 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.

(VAR EOI_NO 60 DAY PD) ST.EF.CA.1X

ACTIVE WORK PROVISIONS

A. Active Work Requirement

You must be capable of Active Work on the day before the scheduled effective date of your insurance or your insurance will not become effective as scheduled. If you are incapable of Active Work because of Physical Disease, Injury, Pregnancy or Mental Disorder on the day before the scheduled effective date of your insurance, your insurance 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 with reasonable continuity the Substantial And Material Acts of your Own Occupation at your Employer's usual place of business.

B. Changes In Insurance

This Active Work requirement also applies to any increase in your insurance.

ST.AW.CA.1

WHEN YOUR INSURANCE ENDS

Your insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium contribution was made for your insurance.
2. The date the Group Policy terminates.
3. The date your employment terminates.
4. The date you cease to be a Member. However, your insurance will be continued during the following periods when you are absent from Active Work, unless it ends under any of the above.
   a. During the first 90 days of a temporary or indefinite administrative or involuntary leave of absence or sick leave, provided your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member. A period when you are absent from Active Work as part of a severance or other employment termination agreement is not a leave of absence, even if you are receiving the same Predisability Earnings.
   b. 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.
   c. During any other temporary leave of absence approved by your Employer in advance and in writing and scheduled to last 30 days or less. A period of Disability is not a leave of absence.
   d. During the Benefit Waiting Period and while STD Benefits are payable.

ST.EN.OT.1

REINSTATEMENT OF INSURANCE

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

1. If you cease to be a Member because of a Disability that is not covered solely because of the exclusion for work related Disabilities, your insurance will end. However, if you become a Member again immediately after workers' compensation temporary benefits end, the Eligibility Waiting Period will be waived.
2. If your insurance ends because you cease to be a Member for any reason other than item 1 above, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
3. If your 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.

5. In no event will insurance be retroactive.

(NONOCC) ST.RE.OT.4X

DEFINITION OF DISABILITY You are Disabled if you meet either of the following definitions:

1. Definition of Total Disability; or
2. Definition of Partial Disability.

You are required to be Totally Disabled or Partially Disabled from your Own Occupation.

1. Total Disability Definition: You are Totally Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to perform with reasonable continuity the Substantial And Material Acts necessary to pursue your Own Occupation and you are not working in your Own Occupation.
2. Partial Disability Definition: You are Partially Disabled from your Own Occupation if you are not Totally Disabled and you are actually working in your Own Occupation but, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to earn 80% or more of your Predisability Earnings.

Note: You are not Disabled from your Own Occupation merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license. The loss of a professional license, occupational license, or certification does not, in itself, constitute Disability.

You may work in another occupation while you meet the definition of Disability. However, your Work Earnings may be Deductible Income and STD Benefits will end when your Work Earnings meet or exceed 80% of your Predisability Earnings. See **Return To Work Provisions**, **Deductible Income**, and **When STD Benefits End**.

Own Occupation may be interpreted to mean the employment, business, trade or profession that involves the Substantial And Material Acts of the occupation you are regularly performing for your Employer when Disability begins. Own Occupation is not necessarily limited to the specific job you perform for your Employer.

Substantial And Material Acts means the important tasks, functions and operations generally required by employers from those engaged in your Own Occupation that cannot be reasonably omitted or modified. In determining what Substantial And Material Acts are necessary to pursue your Own Occupation, we will first look at the specific duties required by your job. If you are unable to perform one or more of these duties with reasonable continuity, we will then determine whether those duties are customarily required of other individuals engaged in your Own Occupation. If any specific, material duties required of you by your job differ from the material duties customarily required of other individuals engaged in your Own Occupation, then we will not consider those duties in determining what Substantial And Material Acts are necessary to pursue your Own Occupation.

(WITH PARTL_CA DOI DEF) ST.DD.CA.1

RETURN TO WORK PROVISIONS

A. Return To Work Incentive

You may serve your Benefit Waiting Period while working if you meet the Definition of Disability.

You are eligible for the Return To Work Incentive on the first day you work after the Benefit Waiting Period if STD Benefits are payable on that date.

Your Work Earnings will be Deductible Income as determined in 1., 2. and 3:

1. Determine the amount of your STD Benefit as if there were no Deductible Income, and add your Work Earnings to that amount.
2. Determine 100% of your Predisability Earnings.

3. If 1. is greater than 2., the difference will be Deductible Income.

B. Work Earnings DefinitionWork Earnings means your gross weekly earnings from work you perform while Disabled. Work Earnings includes:

1. Earnings from your Employer.
2. Earnings from any other employer or self employment for which you become employed after the date of your Disability.
3. Any increases, except regularly scheduled increases, in earnings from employment from any other employer or self employment in which you were engaged prior to the date of your Disability.
4. Any sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.

Earnings from work you perform will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than weekly, we will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, we will use a reasonable one.

In determining your Work Earnings we:

1. Will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis.
2. Will not be limited to the taxable income you report to the Internal Revenue Service.
3. May ignore expenses under section 179 of the IRC as a deduction from your gross earnings.
4. May ignore depreciation as a deduction from your gross earnings.
5. May adjust the financial information you give us in order to clearly reflect your Work Earnings.

If we determine that your earnings vary substantially from week to week, we may determine your Work Earnings by averaging your earnings over the most recent four-week period. You will no longer be Disabled when your average Work Earnings over the last four-weeks equal or exceed 80% of your Predisability Earnings.

(NO RTW RESP) ST.RW.CA.2

REASONABLE ACCOMMODATION EXPENSE BENEFIT

If you return to work in any occupation for any employer, not including self-employment, as a result of a reasonable accommodation made by such employer, we will pay that employer a Reasonable Accommodation Expense Benefit in an amount agreed to by us, but not to exceed the expenses incurred.

The Reasonable Accommodation Expense Benefit is payable only if the reasonable accommodation is approved by us in writing prior to its implementation.

ST.RA.OT.1

TEMPORARY RECOVERY

You may temporarily recover from your Disability during the Maximum Benefit Period, and then become Disabled again from the same cause or causes, without having to serve a new Benefit Waiting Period. Temporary Recovery means you cease to be Disabled for no longer than the applicable allowable period. See **Definition Of Disability**.

A. Allowable Period

The allowable period of recovery during the Maximum Benefit Period is: a total of 90 days of recovery.

B. Effect Of Temporary Recovery

If your Temporary Recovery does not exceed the Allowable Period, the following will apply.

1. The Predisability Earnings used to determine your STD Benefit will not change.
2. The period of Temporary Recovery will not count toward your Maximum Benefit Period.
3. No STD Benefits will be payable for the period of Temporary Recovery.
4. No STD Benefits will be payable after benefits become payable to you under any other disability insurance plan under which you become insured during your period of recovery.
5. Except as stated above, the provisions of the Group Policy will be applied as if there had been no interruption of your Disability.

ST.TR.CA.1

WHEN STD BENEFITS END

Your STD Benefits end automatically on the earliest of:

1. The date you are no longer Disabled.
2. The date your Maximum Benefit Period ends.
3. The date you die.
4. The date long term disability benefits become payable to you under a group long term disability policy, even if that occurs before the end of the Maximum Benefit Period.
5. The date benefits become payable to you under any other disability insurance plan under which you become insured through employment during a period of Temporary Recovery.
6. The date you fail to provide proof of continued Disability and entitlement to STD Benefits.
7. The date your Work Earnings equal or exceed 80% of your Predisability Earnings.**(REV LTD LIM) ST.BE.CA.3**

PREDISABILITY EARNINGS

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work. Any subsequent change in your earnings will not affect your Predisability Earnings.

Predisability Earnings means your weekly rate of earnings from your Employer, including:

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), 408(p), or 457 deferred compensation arrangement; or
   b. An executive nonqualified deferred compensation arrangement.
2. Shift differential pay.
3. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Predisability Earnings does not include:

1. Bonuses.
2. Commissions.
3. Overtime pay.
4. Stock options or stock bonuses.

5. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
6. Any other extra compensation.

If you are paid on an annual contract basis, your weekly rate of earnings is one fifty-second (1/52nd) of your annual contract salary.

If you are paid hourly, your weekly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per week, but not more than 40 hours. If you do not have regular work hours, your weekly rate of earnings is based on the average number of hours you worked per week during the preceding 52 weeks (or during your period of employment if less than 52 weeks), but not more than 40 hours.

(REG NO COM_NO STOCK) ST.PD.OT.1

DEDUCTIBLE INCOME

Subject to **Exceptions To Deductible Income**, Deductible Income means:

1. Your Work Earnings, as described in the **Return To Work Provisions**.
2. Any amount you receive or are entitled to receive because of your disability under a state disability income benefit law or similar law.
3. Any amount you receive because of your disability under any other group insurance coverage, as determined below:
   a. Determine the amount of your STD Benefit as if there were no Deductible Income, add the amount you receive from any other insurance coverage because of your disability.
   b. Determine 80% of your Predisability Earnings.
   c. If a. is greater than b., the difference will be Deductible Income.
4. Any amount you receive or are entitled to receive because of your Disability or amount you receive because of your retirement under your Employer's retirement plan, including a public employee retirement system, a state teacher retirement system, and a plan arranged and maintained by a union or employee association for the benefit of its members.

   Retirement benefits received will not include amounts rolled over or transferred to any eligible retirement plan as defined by the Internal Revenue Code.
5. Any amount you, your Spouse, or your child under age 18 receive or are entitled to receive because of your Disability or you receive because of your retirement under:
   a. The Federal Social Security Act;
   b. The Canada Pension Plan;
   c. The Quebec Pension Plan;
   d. The Railroad Retirement Act; or
   e. Any similar plan or act.

   Amounts that are entitled to be received will be deducted in accordance with the Estimating and Deducting section of **Rules For Deductible Income**.

   Full offset: Both the primary benefit (the benefit awarded to you) and dependents benefit are Deductible Income.

   Benefits your Spouse or a child receives or are entitled to receive because of your Disability are Deductible Income regardless of marital status, custody, or place of residence. The term "child" has the meaning given in the applicable plan or act.

6. Any earnings or compensation included in Predisability Earnings which you receive or have a right to receive while STD Benefits are payable.
7. Any amount you receive under any unemployment compensation law or similar act or law.
8. Any amount of third party liability payments you receive by judgment, settlement or otherwise (less attorneys' fees).
9. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.

(PUB_NONOCC_WITH RTW_GRP OTHR OFFST_WITH 3RD) ST.DI.CA.1X

EXCEPTIONS TO DEDUCTIBLE INCOME

Deductible Income does not include:

1. Any cost of living increase in any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.
2. Reimbursement for hospital, medical, or surgical expense.
3. Reasonable attorneys fees incurred in connection with a claim for Deductible Income.
4. Benefits from any individual disability insurance policy.
5. Early retirement benefits under the Federal Social Security Act which are not actually received.
6. Group credit or mortgage disability insurance benefits.
7. Accelerated death benefits paid under a life insurance policy.
8. Benefits from the following:
   a. Profit sharing plan.
   b. Thrift or savings plan.
   c. Deferred compensation plan.
   d. Plan under IRC Section 401(k), 408(k), 408(p), or 457.
   e. Individual Retirement Account (IRA).
   f. Tax Sheltered Annuity (TSA) under IRC Section 403(b).
   g. Stock ownership plan.
   h. Keogh (HR-10) plan.

(PUB_WITH OTHR OFFST) ST.ED.CA.1X

RULES FOR DEDUCTIBLE INCOME

A. Weekly Equivalents

Each week we will determine your STD Benefit using the Deductible Income for the same weekly period, even if you actually receive the Deductible Income in another week.

If you are paid Deductible Income in a lump sum or by a method other than weekly, we will determine your STD Benefit using a prorated amount. We will use the period of time to which the Deductible Income applies. If no period of time is stated, we will use a reasonable one.

If you receive a lump sum refund, withdrawal or distribution of contributions and earnings from your Employer's retirement plan, we will determine your STD Benefit using a lifetime monthly annuity amount, with no survivor income. The annuity will be based on the amount you receive, and on the life expectancy of a person your age on the later of:a. The date the lump sum is paid; and

b. The date STD Benefits become payable.

B. Your Duty To Pursue Deductible Income

You must pursue Deductible Income for which you may be entitled. We may ask for written documentation of your pursuit of Deductible Income. You must provide it within 60 days after we mail you our request. C. Estimating and DeductingFor any item of Deductible Income that includes amounts you, your Spouse, or your child are entitled to receive, we may reduce your STD Benefit by the amount we estimate you would be entitled to receive if:

1. You have failed to pursue the Deductible Income with reasonable diligence;
2. We have a reasonable, good faith belief that you are entitled to the Deductible Income; and
3. We are able to reasonably estimate the amount that would be payable.

We will not estimate and deduct amounts with respect to a claim for Deductible Income that is pending, so long as you continue to pursue the claim with reasonable diligence.

D. Retirement Benefits

1. Early retirement benefits will be Deductible Income only if you elect early retirement, or if early retirement would not reduce your accrued annuity or pension benefits.
2. Retirement benefits received will not include amounts rolled over or transferred to any eligible retirement plan as defined by the Internal Revenue Code.

E. Pending Deductible Income

We will not deduct pending Deductible Income until it becomes payable. You must notify us of the amount of the Deductible Income when it is approved. You must repay us for the resulting overpayment of your claim.

F. Overpayment Of Claim

We will notify you of the amount of any overpayment of your claim under any group disability insurance policy issued by us. You must immediately repay us. You will not receive any STD Benefits until we have been repaid in full. In the meantime, any STD Benefits paid, including the Minimum STD Benefit, will be applied to reduce the amount of the overpayment. We may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after we first mail you notice of the amount of the overpayment.

ST.RU.CA.1

FIRST DAY HOSPITAL BENEFIT

If you are confined in a Hospital for at least four hours during the Benefit Waiting Period, 1 through 4 below will apply.

1. The remainder of your Benefit Waiting Period will be waived.
2. STD Benefits will become payable on the first day of Hospital confinement.
3. Your Maximum Benefit Period will begin on the date STD Benefits become payable.
4. You must be under the ongoing care of a Physician during your Hospital confinement.

ST.FH.OT.1

BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

During each period of continuous Disability, we will pay STD Benefits according to the terms of the Group Policy in effect on the date you become Disabled. Your right to receive STD Benefits will not be affected by:

1. Any amendment to the Group Policy that is effective after you become Disabled; or
2. Termination of the Group Policy after you become Disabled.

ST.BA.OT.1

EFFECT OF NEW DISABILITY

If a period of Disability is extended by a new cause while STD Benefits are payable, STD Benefits will continue while you remain Disabled. However, 1 and 2 below will apply.

1. STD Benefits will not continue beyond the end of the original Maximum Benefit Period.
2. All provisions of the Group Policy, including the **Disabilities Excluded From Coverage** and **Limitations** sections, will apply to the new cause of Disability.

ST.ND.OT.1

DISABILITIES EXCLUDED FROM COVERAGE

A. War

You are not covered for a Disability caused or contributed to by War or any 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.

B. Intentionally Self-Inflicted Injury

You are not covered for a Disability caused or contributed to by an intentionally self-inflicted Injury, while sane or insane.

C. Work Related

You are not covered for a Disability arising out of or in the course of any employment for wage or profit.

D. Violent Or Criminal Conduct

You are not covered for a Disability caused or contributed to by your 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.

(NONOCC) ST.XD.CA.1

LIMITATIONS

A. Care Of A Physician

During the Benefit Waiting Period, you must be receiving care by a Physician which is appropriate for the condition or conditions causing the Disability. No STD Benefits will be paid for any period of Disability when you are not receiving care by a Physician which is appropriate for the condition or conditions causing the Disability. Appropriate care is the treatment a patient would make a reasonable decision to accept after duly considering the opinions of medical professionals. This limitation will not apply after you reach your maximum point of recovery.

B. Occupational Benefits

No STD Benefits will be paid for any period when you are eligible to receive benefits for your Disability under a workers' compensation law or similar law. If your claim for these benefits is accepted, compromised or settled (whether disputed or undisputed), you must repay us for the full amount of any payments we make to you while your claim for occupational benefits is pending.

C. Imprisonment

No STD Benefits will be paid for any period of Disability when you are confined for any reason in a penal or correctional institution.

(NONOCC_NO SL) ST.LM.CA.1

CLAIMS

A. Notice of Claim

Written notice of claim must be provided to us within 60 days after the date you claim you became Disabled, or as soon thereafter as is reasonably possible.B. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, you may submit your claim in a letter to us. The letter should include the date Disability began, and the cause and nature of the Disability. Subject to the time period for providing notice of claim, such letter will constitute notice and proof of claim.C. Time Limits On Filing Proof Of Loss

You must give us Proof Of Loss within 90 days after the end of the Benefit Waiting Period. If your claim was closed, you must give us Proof of Loss within 90 days after the date STD Benefits ended. If you cannot do so, you must give it to us as soon as reasonably possible, but not later than one year after that 90-day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

D. Proof Of Loss

Proof Of Loss means written proof that you are Disabled and entitled to STD Benefits. Proof Of Loss must be provided at your expense.

For claims of Disability due to conditions other than Mental Disorders, we may require proof of physical impairment that results from anatomical or physiological abnormalities which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques. Examples of clinical and laboratory diagnostic techniques include but are not limited to actual observations upon physical examinations, blood tests, imaging studies (such as x-rays, MRIs and CT scans), electrocardiograms (EKG) and electroencephalograms (EEG).E. Documentation

Completed claims statements, a signed authorization for us to obtain information, and any other items we may reasonably require in support of a claim must be submitted at your expense. If the required documentation is not provided within 45 days after we mail our request, your claim may be denied.

F. Investigation Of Claim

We may investigate your claim at any time.

At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend STD Benefits if you fail to attend an examination or cooperate with the examiner.

G. Time Of Payment

We will pay STD Benefits within 60 days after you satisfy Proof Of Loss.

STD Benefits will be paid to you at the end of each week you qualify for them. STD Benefits remaining unpaid at your death will be paid to your estate.

H. Notice Of Decision On Claim

We will evaluate your claim promptly after you file it. Within 45 days after we receive your claim we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for 30 days. Before the end of this extension period we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for an additional 30 days. If an extension is due to your failure to provide information necessary to

decide the claim, the extended time period for deciding your claim will not begin until you provide the information or otherwise respond.

If we extend the period to decide your claim, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your 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, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may decide your claim based on the information we have received.

If we deny any part of your claim, you will receive a written notice of denial containing:

a. The reasons for our decision.

b. Reference to the parts of the Group Policy on which our decision is based.

c. A description of any additional information needed to support your claim.

d. Information concerning your right to a review of our decision.

I. Review Procedure

If all or part of a claim is denied, you may request a review. You must request a review in writing within 180 days after receiving notice of the denial.

You may send us written comments or other items to support your claim. You may review and receive copies of any non-privileged information that is relevant to your request for review. There will be no charge for such copies. You may request the names of medical or vocational experts who provided advice to us about your claim.

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 judgment, 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 judgment and will not be subordinate to that person. Our review will include any written comments or other items you submit to support your claim.

We will review your claim promptly after we receive your request. Within 45 days after we receive your request for review we will send you: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days. If the extension is due to your failure to provide information necessary to decide the claim on review, the extended time period for review of your claim will not begin until you provide the information or otherwise respond.

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

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

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

a. The reasons for our decision.

b. Reference to the parts of the Group Policy on which our decision is based.

c. Information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim

J. Assignment

The rights and benefits under the Group Policy are not assignable.

(PUB WRDG) ST.CL.CA.1

TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after you have given us Proof Of Loss. No such action may be brought after the expiration of three years after the date Proof of Loss is required to be given. **ST.TL.CA.1**

INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

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

No misrepresentation will be used to reduce or deny a claim or contest the validity of insurance unless:

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

After insurance has been in effect for two years, during your lifetime, we will not use a misrepresentation by you to reduce or deny your claim, unless it was a fraudulent misrepresentation.B. Incontestability Of The 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 your 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 fraudulent misrepresentations.

ST.IN.CA.1

CLERICAL ERROR, AGENCY 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.
3. Continue insurance under the Group Policy otherwise validly terminated.

B. Agency

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

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 amount paid and the amount which would have been paid if the age had been correctly stated.

ST.CE.OT.1

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 of Members.

ST.TA.OT.1

DEFINITIONS

Benefit Waiting Period means the period you must be continuously Disabled before STD Benefits become payable. No STD Benefits are payable for the Benefit Waiting Period. See **Coverage Features**.

Contributory means insurance is elective and Members pay all or part of the premium for insurance.

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

Employer means an employer (including approved affiliates and subsidiaries) for which coverage under the Group Policy is approved in writing by us.

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

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

Injury means an injury to the body.

Maximum Benefit Period means the longest period for which STD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Benefit Waiting Period. No STD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See **Coverage Features**.

Mental Disorder means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome, regardless of cause (including any biological or biochemical disorder or imbalance of the brain) or the presence of physical symptoms. Mental Disorder includes, but is not limited to, bipolar affective disorder, organic brain syndrome, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, anxiety and anxiety disorders.

Noncontributory means (a) insurance is nonelective and the Policyholder or Employer pay the entire premium for insurance; or (b) the Policyholder or Employer require all eligible Members to have insurance and to pay all or part of the premium for insurance.

Physical Disease means a physical disease entity or process that produces structural or functional changes in your body as diagnosed by a Physician.

Physician means a licensed medical professional, diagnosing and treating individuals within the scope of the license. The term includes a legally licensed physician, dentist, optometrist, podiatrist, psychologist or chiropractor. 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 short term disability 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.

STD Benefit means the weekly benefit payable to you under the terms of the Group Policy.

ST.DF.CA.1

CA/STDC2000(CA09)X

Exhibit B2

GROUP POLICY AMENDMENT NO. 2

Attached to and made a part of Group Policy 645866-D issued to
County of San Mateo as Policyholder.

Effective January 1, 2025, and subject to the **Active Work Provisions**, the Group Policy is amended as follows:

1. The Schedule Of Insurance portion of the **Coverage Features** is amended to provide the following STD Benefit:

STD Benefit:	$100 (not to exceed 70% of your Predisability Earnings), reduced by Deductible Income.
Minimum:	$15

2. The Premium Rate for Short Term Disability Insurance will be $0.93 semi-monthly per insured Member, beginning January 1, 2025, and continuing until changed as provided in the Group Policy.

STANDARD INSURANCE COMPANY

By

President and CEO

Corporate Secretary

Exhibit C — The Standard Basic Life

Effective Date: 1/1/2025

SOLD

Basic Life Benefits		The Standard Current	The Standard Revised After RFP
Employees			
Class 1: Confidential Members, DA/CO Counsel Members, Elected Members, LAWLIB/LAFCO, Management Members, PDA, AFSCME/HZMT		$50,000	$50,000
Class 2: Sergeants		$50,000	$50,000
Class 3: AFSCME Members, AFSCME (Com Disp), Building Trades, SEIU Members		$20,000	$20,000
Class 4: Engineers, Unrepresented Court Clerks		$12,000	$12,000
Class 5: CNA Members		$20,000	$20,000
Class 6: UAPD Members		$50,000	$50,000
Class 7: Law Enforcement Unit		$40,000	$40,000
Class 8: Deputy Sheriff Association		$50,000	$50,000
Class 9: Building and Construction Trades Council		$30,000	$30,000
Accelerated Benefit		80% to $500,000 Maximum	80% to $500,000 Maximum
Waiver of Premium		Yes	Yes
Portability		Yes	Yes
Conversion		Yes	Yes
Benefit Reduction Formula		No Reduction	No Reduction
Rate Guarantee		2 Years (1/1/2024 - 12/31/2025)	3 Years (1/1/2025 - 12/31/2027)
Employees	EE's	**Current**	**Current**
Insurance Volume	5,598	**$159,848,000**	**$159,848,000**
Basic Life Rate per $1,000		**$0.06**	**$0.05**
Monthly Premium		**$9,591**	**$7,992**
Annual Premium		**$115,091**	**$95,909**
$ CHANGE FROM CURRENT			**-$19,182**
% CHANGE FROM CURRENT			**-16.7%**

Volume as of April 2024 Census provided by the County

This document is intended as a quick reference, not a comprehensive description. Limitations and exclusions can be found in the official plan documents. In case of any discrepancies, the official plan documents will govern.

The Standard Basic AD&D

Effective Date: 1/1/2025

SOLD

Basic AD&D Benefits	The Standard Current	The Standard Revised After RFP
Class 1 (Management, Confidential & PDA)	**$110,000**	**$110,000**
Class 2 (Sergeants)	**$110,000**	**$110,000**
Class 6 (UAPD)	**$110,000**	**$110,000**
Class 8 (Deputy Sheriffs)	**$110,000**	**$110,000**
All Other Classes	**$10,000**	**$10,000**
Accidental Death Benefit		
Loss of Life	100% of Principal Sum	100% of Principal Sum
Accident Dismemberment Benefits		
Loss of Both Hands or Both Feet	100% of Principal Sum	100% of Principal Sum
Loss of Sight of Both Eyes	100% of Principal Sum	100% of Principal Sum
Loss of One Hand & One Foot	100% of Principal Sum	100% of Principal Sum
Loss of One Hand & Sight of One Eye	100% of Principal Sum	100% of Principal Sum
Loss of Speech & Hearing in Both Ears	100% of Principal Sum	100% of Principal Sum
Loss of One Foot & Sight of One Eye	100% of Principal Sum	100% of Principal Sum
Loss of One Hand or One Foot	50% of Principal Sum	50% of Principal Sum
Loss of Sight of One Eye	50% of Principal Sum	50% of Principal Sum
Loss of Speech or Hearing in Both Ears	50% of Principal Sum	50% of Principal Sum
Loss of Thumb & Index Finger of Same Hand	25% of Principal Sum	25% of Principal Sum
Coma Benefit	Included	Included
Paralysis	Quadriplegia: 100% of Principal Sum Paraplegia: 75% of Principal Sum Hemiplegia: 50% of Principal Sum	Quadriplegia: 100% of Principal Sum Paraplegia: 75% of Principal Sum Hemiplegia: 50% of Principal Sum
Seat Belt Benefit	the lesser of 10% to $25,000 max	the lesser of 10% to $25,000 max
Air Bag Benefit (if Seat Belt was used)	the lesser of 5% or $10,000 max	the lesser of 5% or $10,000 max
Education Benefit	**Benefit:** Tuition per child **Maximum:** $5,000/yr or $20,000 Total or 50% of Principal Sum (whichever is less) **Duration:** 4 Years Maximum	**Benefit:** Tuition per child **Maximum:** $5,000/yr or $20,000 Total or 50% of Principal Sum (whichever is less) **Duration:** 4 Years Maximum
Child Care Benefit	**Benefit:** Child care costs **Maximum:** $7,500/yr or $15,000 Total or 50% of Principal Sum (whichever is less) **Duration:** 3 Years Maximum	**Benefit:** Child care costs **Maximum:** $7,500/yr or $15,000 Total or 50% of Principal Sum (whichever is less) **Duration:** 3 Years Maximum
Career Adjustment Benefit	**Benefit:** Qualifying Tuition **Maximum:** $7,500/yr or $15,000 Total or 50% of Principal Sum (whichever is less) **Duration:** 3 Years Maximum	**Benefit:** Qualifying Tuition **Maximum:** $7,500/yr or $15,000 Total or 50% of Principal Sum (whichever is less) **Duration:** 3 Years Maximum
Benefit Reduction Formula (premium will be calculated based on 100% of the benefit amounts)	No Age Reduction	No Age Reduction
	Current	**Revised After RFP**
Rate Guarantee	2 Years (1/1/2024 - 12/31/2025)	3 Years (1/1/2025 - 12/31/2027)
Insurance Volume	**$210,480,000**	**$210,480,000**
Rate per $1,000 (Employee & Family)	**$0.02**	**$0.01**
Monthly Premium	**$4,210**	**$2,105**
Annual Premium	**$50,515**	**$25,258**
$ CHANGE FROM CURRENT		**($25,258)**
% CHANGE FROM CURRENT		**-50.0%**

Volume as of April 2024 Census provided by the County

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The Standard Basic Life - Dependents

Effective Date: 1/1/2025

SOLD

Basic Life Benefits		The Standard Current	The Standard Revised After RFP
Dependents			
Class 1, 2 & 8:		**$2,000**	**$2,000**
Class 2: All others		**$500**	**$500**
Accelerated Benefit		N/A	N/A
Waiver of Premium		N/A	N/A
Portability		Yes	Yes
Conversion		Yes	Yes
Benefit Reduction Formula		No Reduction	No Reduction
Rate Guarantee		2 Years (1/1/2024 - 12/31/2025)	3 Years (1/1/2025 - 12/31/2027)
Dependents	Enrollment	**Current**	**Current**
Class 1 (Rate per member)	764	**$0.57**	**$0.57**
Class 2 (Rate per member)	1,718	**$0.29**	**$0.29**
Monthly Premium		**$934**	**$934**
Annual Premium		**$11,204**	**$11,204**

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Volume as of April 2024 Census provided by the County

The Standard Additional Life

Effective Date: 1/1/2025

SOLD

Voluntary Life Benefits	The Standard Current		The Standard Revised After RFP	
Employee				
Maximum	$750,000		$1,000,000	
Minimum	$50,000		$50,000	
Increments of:	$10,000		$10,000	
Guaranteed Issue Amount	$250,000		$350,000	
Spouse/Domestic Partner	Not to exceed 100% of the employee's amount		Not to exceed 100% of the employee's amount	
Maximum	$250,000		$250,000	
Minimum	$25,000		$25,000	
Increments of:	$5,000		$5,000	
Guaranteed Issue Amount	$50,000		$50,000	
Child(ren)	Not to exceed 100% of the employee's amount		Not to exceed 100% of the employee's amount	
Benefits	Flat $10,000		Flat $10,000	
Guaranteed Issue Amount	$10,000		$10,000	
Accelerated Benefit	80% to $500,000 Maximum (Minimum $5,000 0r 10%, whichever is greater)		80% to $500,000 Maximum (Minimum $5,000 0r 10%, whichever is greater)	
Waiver of Premium (Employee)	Included		Included	
Portability	Yes		Yes	
Conversion	Yes		Yes	
Benefit Reduction Formula	No Reduction		No Reduction	
Minimum Participation	25% of eligible employees		25% of eligible employees	
Rate Guarantee	2 Years (1/1/2024 - 12/31/2025)		3 Years (1/1/2025 - 12/31/2027)	
Age Bands	**Current**		**Current**	
Additional Life Rates per $1,000	**Employee**	**Spouse**	**Employee**	**Spouse**
Under age 25	**$0.03**	**$0.03**	**$0.027**	
Age 25-29	**$0.03**	**$0.03**	**$0.027**	
Age 30-34	**$0.04**	**$0.04**	**$0.036**	
Age 35-39	**$0.05**	**$0.05**	**$0.045**	
Age 40-44	**$0.05**	**$0.05**	**$0.045**	
Age 45-49	**$0.07**	**$0.07**	**$0.072**	
Age 50-54	**$0.12**	**$0.12**	**$0.117**	
Age 55-59	**$0.22**	**$0.22**	**$0.216**	
Age 60-64	**$0.34**	**$0.34**	**$0.342**	
Age 65-69	**$0.68**	**$0.68**	**$0.684**	
Age 70 or over	**$1.08**	**$1.08**	**$1.080**	
Child(ren) Rate per member	**$0.88**		**$0.88**	
			Negotiated 2 special OE opportunities with a 10% reduction	

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The Standard Voluntary STD

Effective Date: 1/1/2025

SOLD

Short Term Disability Benefits	The Standard Current	The Standard Revised After RFP
Class 1 (Basic): ***1. A regular employee of the Employer, including all FTE .75 or higher Extra-Help employees*** ***[other than an employee insured under the California State Disability Insurance (SDI) plan or*** ***an employee represented by AFSCME, BCTC, CNA, SEIU, LEU, Comm Dispatch or UAPD who*** ***has been continuously employed by the Employer for more than seven months];*** ***2. Actively At Work at least 20 hours each week*** ***3. A citizen or resident of the United States or Canada.*** *** This plan is also available to 100% FTE extra help Employees**	**$95** (not to exceed 70% of your Predisability earnings, reduced by deductible income)	**$100** (not to exceed 70% of your Predisability earnings, reduced by deductible income)
Benefit Waiting Period - Current & New Hires EE's (Accident & Sickness)	14 Days / 1st day Hospital included	14 Days / 1st day Hospital included
Minimum Weekly Benefit	$15	$15
Maximum Benefit Duration	**Class 2:** 18 weeks	**Class 2:** 18 weeks
Pre-Existing Condition Limitation	No Limitations	No Limitations
Coverage	Non-Occupational	Non-Occupational
Definition of Disability (Total Disability)	Unable to perform the substantial & material arts of own occupation	Unable to perform the substantial & material arts of own occupation
Definition of Disability (Partial Disability)	Earnings test: < 80%	Earnings test: < 80%
	Current	**Current**
Minimum Participation	25% of eligible employees	25% of eligible employees
Rate Guarantee	2 Years (1/1/2024 - 12/31/2025)	3 Years (1/1/2025 - 12/31/2027)
Class 1 (per $100 of Monthly Benefit)	**Monthly Rates**	**Monthly Rates**
Class 2	**per Member**	**per Member**
All ages	**$3.90**	**$1.86**

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**Includes Extra Help employees working at least .75 FTE

-52.3%

Attachment IP
Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.

2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.

3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.

4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.

5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.

6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.