

**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:

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 Life and Health Insurance
Guarantee Association
P.O 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

NOTICE

Benefits paid under the Accelerated Benefits provision will reduce the Death Benefit payable for life insurance.

Benefits payable under the Accelerated Benefits provision may be taxable. If so, the Employee or the Employee's beneficiary may incur a tax obligation. As with all tax matters, an Employee should consult with a personal tax advisor to assess the impact of this benefit. Accelerated Benefits are not payable if life insurance coverage under the Policy is not in force.

TL-004788

LIFE INSURANCE COMPANY OF NORTH AMERICA
1601 CHESTNUT STREET
PHILADELPHIA, PA 19192-2235
(800) 732-1603 TDD (800) 552-5744
A STOCK INSURANCE COMPANY

GROUP POLICY

POLICYHOLDER: TRUSTEE OF THE GROUP INSURANCE
TRUST FOR EMPLOYERS IN THE PUBLIC
ADMINISTRATION INDUSTRY

SUBSCRIBER: City of Newport Beach

POLICY NUMBER: FLX-966912

POLICY EFFECTIVE DATE: January 1, 2016

POLICY ANNIVERSARY DATE: January 1

This Policy describes the terms and conditions of coverage. It is issued in Delaware and shall be governed by its laws. The Policy goes into effect on the Policy Effective Date, 12:01 a.m. at the Policyholder's address.

In return for the required premium, the Insurance Company and the Policyholder have agreed to all the terms of this Policy.



Scott Kern, Corporate Secretary



Matthew G. Manders, President

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SCHEDULE OF BENEFITS

Premium Due Date: The last day of each month

Classes of Eligible Employees

Class 1 All active, Full-time Employees of the Employer regularly working a minimum of 40 hours per week.

SCHEDULE OF BENEFITS FOR CLASS 1

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or
before the Policy Effective Date: No Waiting Period

For Employees hired after
the Policy Effective Date: No Waiting Period

LIFE INSURANCE BENEFITS

Employee Benefits

Basic Benefit	1 times Annual Compensation
Guaranteed Issue Amount:	the lesser of 1 times Annual Compensation or \$50,000
Maximum Benefit:	the lesser of 1 times Annual Compensation or \$50,000

The Benefit Amount, Guaranteed Issue Amount and Maximum Benefit will be rounded to the next higher \$1,000, if not already a multiple thereof.

Basic Terminal Illness Benefit	The insured can elect up to 50% of Basic Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$25,000.
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Age Based Reductions	Basic Life Insurance Benefit for an Employee age 70 and over will reduce to the percentage shown below: 50% of the Life Insurance Benefit at age 70
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Benefits reductions will be effective on the first of the month following the date of the Employee's attainment of age as specified in schedule above.

Voluntary Benefit	An amount elected in units of \$10,000
Guaranteed Issue Amount:	the greater of a) or b) below: a) \$40,000, or b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
Maximum Benefit:	\$500,000

Voluntary Terminal Illness Benefit	The insured can elect up to 50% of Voluntary Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$250,000.
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Age Based Reductions

Voluntary Life Insurance Benefit for an Employee age 75 and over will reduce to the percentage shown below:
 60% of the Life Insurance Benefit at age 75
 35% of the Life Insurance Benefit at age 80
 27.5% of the Life Insurance Benefit at age 85
 20% of the Life Insurance Benefit at age 90
 7.5% of the Life Insurance Benefit at age 95

Benefits reductions will be effective on the first of the month following the date of the Employee's attainment of age as specified in schedule above.

Continuation Options

For Leave of Absence

Maximum Benefit Period: 6 months

For Family Medical Leave

Maximum Benefit Period: the later of the period of the approved FMLA leave or the leave period required by the laws of the state in which the Employee is employed

For Disability for Employees over Age 60

Maximum Benefit Period: 12 months

Applicable Coverages: Life Insurance Benefits for the Employee, his or her Spouse and Dependent Children, if any

Extended Death Benefit with Waiver of Premium

Extended Death Benefit

Applicable Coverages: Life Insurance Benefits for the Employee, his or her Spouse and Dependent Children, if any

Waiver of Premium

Waiver Waiting Period: 9 months from the date the Employee's Active Service ends

Maximum Benefit Period: To age 70

Applicable Coverages: Life Insurance Benefits for the Employee, his or her Spouse and Dependent Children, if any

Portability Options

For Employees

See the Former Employee and Spouse/Domestic Partner of a Former Employee sections in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.

Spouse or Domestic Partner Benefits

Voluntary Benefit	Units of \$10,000
Guaranteed Issue Amount:	the greater of a) or b) below: a) \$40,000, or b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
Maximum Benefit:	\$500,000

A Spouse's Life Insurance Benefits cannot exceed 100% of the Employee's Life Insurance Benefits.

Portability Options

For Spouse or Domestic Partner See the Former Spouse or Domestic Partner section in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.

Terminal Illness Benefit

The insured can elect up to 50% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

Dependent Child Benefits

Voluntary Benefit	Units of \$2,500
Maximum Benefit:	\$10,000 The Maximum Benefit for a Dependent Child who is less than 6 months old is \$1,000.

All Dependent Child benefits are Guaranteed Issue.

Portability Options

For Dependent Children See the Former Dependent Child section in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.

Life Status Change*For Employees*

Within 31 days after a Life Status Change, an Employee currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefit as long as the total Benefit does not exceed the Guaranteed Issue Amount, without satisfying the Insurability Requirement. Guaranteed Issue Amounts are shown above. Insurance will be effective on the first of the month following the Life Status Change.

An Employee may increase coverage for a Benefit in excess of amounts described above only if he or she satisfies the Insurability Requirement. Any excess amounts will be effective on the later of the first of the month following the Life Status Change or the date the Insurance Company agrees in writing to insure the Employee.

Insurance Benefits for an Employee may be reduced at any time. The reduced amount will be effective on the date the Insurance Company receives the completed change form.

Former Employee Benefits

Amount of Insurance An amount elected subject to the Maximum Benefit amount for Voluntary Life Insurance Benefits allowable to an Employee, less any amount of conversion insurance issued under the Conversion Privilege for Life Insurance.

Any amount elected in excess of the Voluntary Life Insurance Benefits in effect on the date he or she no longer qualifies as an Employee will be effective on the date the Insurance Company agrees in writing to insure him or her.

Maximum Benefit Period To Age 70

Terminal Illness Benefit The insured can elect up to 50% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill, subject to a Maximum Benefit of \$250,000.

Spouse or Domestic Partner of Former Employee Benefits

Amount of Insurance An amount elected subject to the Maximum Benefit amount for Life Insurance Benefits available to a Spouse or Domestic Partner.

Any amount elected in excess of the Life Insurance Benefits in effect on the date the Employee's employment with the Employer ends will be effective on the date the Insurance Company agrees in writing to insure him or her.

Maximum Benefit Period To Age 70

Terminal Illness Benefit The insured can elect up to 50% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

Former Spouse or Domestic Partner Benefits

Amount of Insurance An amount elected subject to the Maximum Benefit amount for Life Insurance Benefits available to a Spouse or Domestic Partner.

Any amount elected in excess of the Life Insurance Benefits in effect on the date he or she no longer qualifies as a Spouse or Domestic Partner will be effective on the date the Insurance Company agrees in writing to insure him or her.

Maximum Benefit Period To Age 70

Terminal Illness Benefit The insured can elect up to 50% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

Former Dependent Child Benefits

Amount of Insurance Units of \$25,000
 Guaranteed Issue Amount: \$25,000
 Maximum Benefit: \$50,000

Maximum Benefit Period To Age 70

TL-004774

ELIGIBILITY FOR INSURANCE

A person may be insured only once under the Basic Life portion of this Policy even though he or she may be eligible under more than one class. A person may also be insured only once under the Voluntary Life portion of the Policy as an Employee, Spouse or Dependent Child, even though he or she may be eligible under more than one class.

An Employee who is the Spouse of another Employee may not be insured for Voluntary Life Insurance as both an Employee and as a Spouse at the same time.

Any Employee, who is eligible for Voluntary Life Insurance, will not be eligible to be insured as a Dependent Child of another Employee.

If an Employee is eligible and has enrolled as the Spouse of another Employee, but ceases to be eligible to maintain the amount of insurance for which he or she has enrolled as a Spouse, that Employee may, within 31 days, enroll for coverage as an Employee, in an amount equal to the lesser of (1) the amount of Spouse Voluntary Life Insurance terminating, or (2) the maximum amount of Employee Voluntary Life Insurance for which the Employee is eligible. The Insurability Requirement does not apply. If this amount is not equal to a Voluntary Life Insurance coverage option, it will be adjusted to the next higher available Voluntary Life Insurance coverage option. This provision shall be in lieu of the Policy's provisions, if any, regarding coverage changes following Life Status Changes.

If a Spouse is eligible and has enrolled for Voluntary Life Insurance as an Employee, but ceases to be eligible to maintain the amount of insurance for which he or she has enrolled as an Employee, the Spouse may, within 31 days, instead become enrolled as a Spouse of another Employee, in an amount equal to the lesser of (1) the amount of Employee Voluntary Life Insurance terminating, or (2) the Maximum Benefit Amount of Spouse Voluntary Life Insurance for which the Spouse is eligible. The Insurability Requirement does not apply. If this amount is not equal to a Voluntary Life Insurance coverage option, it will be adjusted to the next higher available Voluntary Life Insurance coverage option.

A Dependent Child of two or more Employees may only be insured once under the Policy. If an Employee who has elected to insure Dependent Children ceases to be eligible to do so, then the Employee's Spouse may, within 31 days, elect to insure Dependent Children, provided he or she is insured as an Employee. In all cases, "Dependent Child" shall be defined with respect to the Employee who has enrolled dependent children.

In all cases, amounts of insurance referred to in these provisions shall be determined before the application of any reductions in benefits due to age.

Any amount of Voluntary Life Insurance Coverage which cannot be continued under the above provisions may be subject to the Conversion Privilege.

Employee

An Employee in one of the Classes of Eligible Employees shown in the Schedule of Benefits is eligible to be insured on the Policy Effective Date or the day after he or she completes the applicable Eligibility Waiting Period, if later.

If a person has previously converted his or her insurance under the Policy, he or she will not become eligible until the converted policy is surrendered. This does not apply to any amount of insurance that was previously converted under the Policy due to a reduction in the Employee's Life Insurance Benefits based on age or a change in class unless those conditions no longer affect the amount of coverage available to the Employee.

Except as noted in the Reinstatement Provision, if an Employee terminates coverage and later wishes to reapply, or if a former Employee is rehired, a new Eligibility Waiting Period must be satisfied. An Employee is not required to satisfy a new Eligibility Waiting Period if insurance ends because he or she is no longer in a Class of Eligible Employees, but continues to be employed by the Employer, and within one year becomes a member of an eligible class.

Spouse

If an Insured is eligible to elect Spouse coverage, the Spouse is eligible to be insured on the date the Employee is eligible or the date he or she becomes a Spouse of an Employee, if later. The eligible Employee must be insured for Voluntary Life Insurance in order to elect spouse coverage.

For the purpose of eligibility, the Spouse must be the lawful Spouse of the Employee and not legally separated or divorced from, or widowed by the Employee. A Spouse must be under age 75 to be eligible.

Dependent Child

If an Insured is eligible to elect Dependent Child coverage, the Dependent Child is eligible to be insured on the date the Insured is eligible or on the date the child qualifies as a Dependent Child, if later.

In no event will a Dependent Child be eligible to become insured more than once under the Policy.

TL-004710-1

ENROLLING FOR INSURANCE

Initial Enrollment

For Employees

During the Initial Enrollment Period, an Employee who was insured or who was eligible to be insured under the Prior Plan may become insured under the Voluntary Term Life Insurance Plan provided by this Policy for a Benefit up to this Policy's Guaranteed Issue Amount, as shown in the Schedule of Benefits, without satisfying any Insurability Requirement. See *Effective Date of Insurance* provision.

If an Employee is not actively at work due to Injury or Sickness, coverage will not become effective for an Employee on the date his or her coverage would otherwise become effective under this Policy. Coverage will become effective on the date the Employee returns to Active Service.

An Employee may become insured for an amount in excess of amounts described above only if he or she satisfies the Insurability Requirement. Any excess amount will be effective on the date the Insurance Company agrees in writing to insure the Employee.

For Spouses

During the Initial Enrollment Period, an eligible Employee may elect coverage for his or her eligible Spouse. If a Spouse was insured or eligible to be insured under the Prior Plan, he or she may become insured under the Voluntary Term Life Insurance Plan provided by this Policy for a Benefit up to this Policy's Guaranteed Issue Amount, as shown in the Schedule of Benefits, without satisfying any Insurability Requirement. See *Effective Date of Insurance* provision.

If an Employee is not actively at work due to Injury or Sickness, coverage for his or her Spouse will not become effective on the date the Spouse's coverage would otherwise become effective under this Policy. Coverage will become effective on the date the Employee returns to Active Service.

A Spouse may become insured for an amount in excess of amounts described above only if he or she satisfies the Insurability Requirement. Any excess amount will be effective on the date the Insurance Company agrees in writing to insure the Spouse.

If an Employee's eligible Spouse is (a) an inpatient in a hospital, hospice, rehabilitation or convalescence center, or custodial care facility; or (b) confined to his or her home under the care of a Physician on the date insurance would otherwise be effective, it will be effective on the date the dependent is no longer an inpatient in these facilities or confined at home. If such dependent was covered by the Prior Plan immediately prior to the Policy Effective Date, this provision will not apply to the amount of coverage in effect as of the Policy Effective Date, but will apply to any increase in coverage.

EFFECTIVE DATE OF INSURANCE

An Employee, his or her eligible Spouse or Dependent Child will be insured for an amount not to exceed the Guaranteed Issue Amount on the date he or she becomes eligible, if the Employee is not required to contribute to the cost of this insurance.

An Employee or his or her eligible Spouse will be insured for an amount that exceeds the Guaranteed Issue Amount on the date the Insurance Company agrees in writing to insure that eligible person. The Insurance Company will require the eligible person to satisfy the Insurability Requirement before it agrees to insure him or her.

An Employee who is required to contribute to the cost of this insurance may elect insurance for himself or herself and an eligible Spouse or Dependent Child only by authorizing payroll deduction in a form approved by the Employer and the Insurance Company. The effective date of this insurance depends on the date and amount of insurance elected.

If an individual elects coverage within 31 days after becoming eligible to enroll, or for any increases, the Guaranteed Issue Amount will be effective on the latest of the following dates:

1. The Policy Effective Date.
2. The date payroll deduction is authorized for this insurance.
3. The date the Employer or Insurance Company receives the completed enrollment form.

If Employee or Spouse coverage is elected in an amount that exceeds the Guaranteed Issue Amount or an enrollment form is received more than 31 days after becoming eligible to elect coverage, this insurance will be effective on the date the Insurance Company agrees in writing to insure that eligible person. The Insurance Company will require the eligible person to satisfy the Insurability Requirement before it agrees to insure him or her.

If coverage for a Dependent Child is in force and another Dependent Child becomes eligible, coverage for that child is effective on the date the child qualifies as a Dependent Child.

If an eligible Employee is not in Active Service on the date insurance would otherwise be effective, it will be effective on the date he or she returns to Active Service.

If an eligible Spouse or Dependent Child is:

1. an inpatient in a hospital, hospice, rehabilitation or convalescence center, or custodial care facility; or
2. confined to his or her home under the care of a Physician

on the date insurance would otherwise be effective, it will be effective on the date he or she is no longer an inpatient in these facilities or confined at home. If such Spouse or Dependent Child was covered by the Prior Plan immediately prior to the Policy Effective Date, this provision will not apply to the amount of coverage in effect as of the Policy Effective Date, but will apply to any increase in coverage. This does not apply to a Dependent Child who is age 6 months or less.

TL-004712

TERMINATION OF INSURANCE

An Insured's coverage will end on the earliest of the following dates:

1. the date the Employee is eligible for coverage under a plan intended to replace this coverage;
2. the date the Policy is terminated by the Insurance Company;
3. the date the Insured is no longer in an eligible class;
4. the date coinciding with the end of the last period for which premiums are paid;
5. the date an Employee is no longer in Active Service;
6. for an Employee, Spouse and Dependent Child, the date the Employer cancels participation under the Policy;
7. for a Spouse, the date he or she reaches age 75; and
8. the date coverage for the Employee ends, for any insured Spouse and Dependent Child.

TL-004714-1

CONTINUATION OF INSURANCE

If an Employee is no longer in Active Service, he or she may be eligible to continue insurance. The following provisions explain the continuation options available under the Policy. Please see the Schedule of Benefits to determine the applicability of these benefits on a class level.

Continuation for Temporary Leave of Absence or Family Medical Leave

If an Employee's Active Service ends due to an Employer approved unpaid leave of absence or family medical leave of absence, insurance will continue for up to the Maximum Benefit Period shown in the Schedule of Benefits, if the required premium is paid.

Continuation for Disability for Employees over Age 60

If an Employee becomes Disabled and is age 60 or over, the Life Insurance Benefits shown in the Schedule of Benefits will be continued, provided premiums are paid, until the earlier of the following dates:

1. The date the Employee is no longer Disabled.
2. The date following the Maximum Benefit Period shown in the Schedule of Benefits.
3. The date coinciding with the end of the last period for which premiums are paid.
4. The date the Policy is terminated by the Insurance Company.

Amount of Insurance

If an Employee dies while he or she is Disabled and coverage is continued under this provision, the Insurance Company will pay a Death Benefit equal to the amount in effect on the date the Employee became Disabled. However, the Life Insurance Benefit will be subject to the provisions of the Policy that reduce the coverage amount because of age, retirement, payment of an Accelerated Benefit or a change in class. Automatic increases in Life Insurance Benefits will end while coverage is continued under this provision. The Insurance Company will pay benefits only if due proof of the Employee's continuous Disability is received within one year of the date of the loss.

"Disability"/"Disabled" means because of Injury or Sickness the Employee is unable to perform all the material duties of his or her Regular Occupation; or is receiving disability benefits under the Employer's plan.

"Regular Occupation" means the occupation the Employee routinely performs at the time the Disability begins. The Insurance Company will consider the duties of the occupation as it is normally performed in the general labor market in the national economy.

Extended Death Benefit with Waiver of Premium

Extended Death Benefit

If an Employee becomes Disabled and is less than age 60, the Life Insurance Benefits shown in the Schedule of Benefits will be extended without premium payment until the earlier of the following dates:

1. The date the Employee is no longer Disabled; or
2. 12 months after the end of Active Service.

Amount of Insurance

If an Employee dies while he or she is Disabled and coverage is extended under this provision, the Insurance Company will pay a Death Benefit equal to the amount in effect on the date the Employee became Disabled. However, the Life Insurance Benefit will be subject to the provisions of the Policy that reduce the coverage amount because of age, retirement, payment of an Accelerated Benefit or a change in class. Automatic increases in Life Insurance Benefits will end while premiums are waived. The Insurance Company will pay benefits only if due proof of the Employee's continuous Disability is received within one year of the date of the loss.

“Disability”/“Disabled” means because of Injury or Sickness the Employee is unable to perform the material duties of his or her Regular Occupation; or is receiving disability benefits under the Employer’s plan.

“Regular Occupation” means the occupation the Employee routinely performs at the time the Disability begins. The Insurance Company will consider the duties of the occupation as it is normally performed in the general labor market in the national economy.

Waiver of Premium

If such an Employee submits satisfactory proof that he or she has been continuously Disabled for the Waiver Waiting Period shown in the Schedule of Benefits, coverage will be extended up to the Maximum Benefit Period shown in the Schedule of Benefits.

Such proof must be submitted to the Insurance Company no later than 3 months after the date the Waiver Waiting Period ends. Premiums will be waived from the date the Insurance Company agrees in writing to waive premiums for that Employee.

After premiums have been waived for 12 months, they will be waived for future periods of 12 months, if the Employee remains Disabled and submits satisfactory proof that Disability continues. Satisfactory proof must be submitted to the Insurance Company 3 months before the end of the 12-month period.

Amount of Insurance

If an Employee dies while he or she is Disabled and coverage is continued under this provision, the Insurance Company will pay a Death Benefit equal to the amount in effect on the date the Employee became Disabled. However, the Life Insurance Benefit will be subject to the provisions of the Policy that reduce the coverage amount because of age, retirement, payment of an Accelerated Benefit or a change in class. Automatic increases in Life Insurance Benefits will end while premiums are waived. The Insurance Company will pay benefits only if due proof of the Employee’s continuous Disability is received within one year of the date of the loss.

Termination of Waiver

Insurance will end for any Employee whose premiums are waived on the earliest of the following dates.

1. The date he or she is no longer Disabled;
2. The date he or she refuses to submit to any physical examination required by the Insurance Company;
3. The date he or she refuses to participate in a Rehabilitation Plan for which the Insurance Company determines him or her to be eligible;
4. The last day of the 12-month period of Disability during which he or she fails to submit satisfactory proof of continued Disability;
5. The date following the end of the Maximum Benefit Period shown in the Schedule of Benefits.

“Disability/Disabled” means because of Injury or Sickness an Employee is unable to perform the material duties of his or her Regular Occupation, or is receiving disability benefits under the Employer’s plan, during the initial 9 months of Disability. Thereafter, the Employee must be unable to perform all of the material duties of any occupation which he or she may reasonably become qualified based on education, training or experience, or is subject to the terms of a Rehabilitation Plan approved by the Insurance Company.

“Regular Occupation” means the occupation the Employee routinely performs at the time the Disability begins. The Insurance Company will consider the duties of the occupation as it is normally performed in the general labor market in the national economy.

Rehabilitation During a Period of Disability

If the Insurance Company determines that a Disabled Employee is a suitable candidate for rehabilitation, the Insurance Company may require the Employee to participate in an assessment and Rehabilitation Plan, not to exceed 18 months, at our expense. The Insurance Company has the sole discretion to approve the Employee's participation in a Rehabilitation Plan and to approve a program as a Rehabilitation Plan. If an Employee fails to fully cooperate in all required phases of the Rehabilitation Plan and assessment without Good Cause, insurance under the Policy will end.

“Good Cause” means a medical reason preventing participation, in whole or in part, in the Rehabilitation Plan. Satisfactory proof of Good Cause must be provided to the Insurance Company.

“Rehabilitation Plan” means a written plan designed to enable the Employee to return to work. The Rehabilitation Plan will consist of one or more of the following phases:

1. Rehabilitation, under which the Insurance Company may provide, arrange or authorize educational, vocational or physical rehabilitation or other appropriate services;
2. Work, which may include modified work and work on a Part-time basis.

“Part-time” means regularly working less than the number of full time hours set by the Employer as a regular work day for Employees in an Eligible Class of Employees in the Policy.

TL-009745 as modified by TL-009745-1

Portability Options

For Employees

If an Employee's coverage under the Policy ends prior to age 70, for any of the following reasons:

- a. termination of employment; or
- b. termination of membership in an eligible class under the Policy;

Life Insurance Benefits may be continued up to the Maximum Benefit shown in the Schedule of Benefits for this option.

The Employee must apply to the Insurance Company and pay the required premium. If the Employee continues coverage, Spouse or Dependent Child coverage may also be continued by the Employee. The Spouse or Dependent Child must be covered under the Policy on the date coverage would otherwise end. The application must be submitted:

- a. within 31 days of the Employee's termination of employment or membership in an eligible class under the Policy; or
- b. during the time that the Employee has to exercise the Conversion Privilege.

Coverage under this option may not be elected at a later date.

When applying for this option, the Employee must name a beneficiary. Any beneficiary named previously under the Policy is no longer in effect. If there is no named or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives:

- a. spouse;
- b. child or children;
- c. mother or father;
- d. brothers or sisters; or
- e. the executors or administrators of the Insured's estate.

When coverage is continued under this option, the Employee becomes a Former Employee. The Spouse becomes a Spouse of a Former Employee. The Dependent Child becomes a Dependent Child of a Former Employee.

If the Former Employee later acquires a Spouse or Dependent Child, he or she may elect coverage for them. The Former Employee must apply to the Insurance Company and pay the required premium. Coverage for the Spouse or Dependent Child will be effective on the date the Insurance Company agrees in writing to insure them. The Insurance Company may require that the Spouse or Dependent Child satisfy the Insurability Requirement before it agrees to insure him or her.

Coverage will end on the earliest of the following dates.

- a. The date the Insurance Company cancels coverage for all Former Employees.
- b. The end of the period for which premiums are paid.
- c. The date an Insured reaches age 70.
- d. The date the Maximum Benefit Period shown in the Schedule of Benefits for this option ends.

Also, coverage for any Dependent Child will end on any of the dates listed above or when he or she no longer qualifies as a Dependent Child, if earlier.

For Spouses

If prior to age 70, a Spouse is:

- a. legally separated, divorced; or
- b. widowed

from an insured Employee or Former Employee, Life Insurance Benefits may be continued. Coverage may be continued up to the Maximum Benefit shown in the Schedule of Benefits for this option. The Spouse must apply to the Insurance Company and pay the required premium.

A Spouse who continues coverage may also continue coverage for a Dependent Child. The Dependent Child must be covered under the Policy on the date coverage would otherwise end. A Spouse must elect to continue insurance under this option within 31 days after coverage ends. Coverage may not be elected at a later date.

When applying for this option, a Spouse must name a beneficiary. Any beneficiary named previously under the Policy is no longer in effect. If there is no named or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives:

- a. spouse;
- b. child or children;
- c. mother or father;
- d. brothers or sisters; or
- e. the executors or administrators of the Spouse's estate.

When coverage is continued under this option, the Spouse becomes a Former Spouse. A separate certificate of insurance will be issued to the Former Spouse. Coverage will be effective on the date after coverage as a Spouse ends if the required premium is paid.

Coverage will end on the earliest of the following dates.

- a. The date the Insurance Company cancels coverage for all Former Spouses.
- b. The end of the period for which premiums are paid.
- c. The date the Former Spouse reaches age 70.
- d. The date the Maximum Benefit Period shown in the Schedule of Benefits for this option ends.

Also, coverage for a Dependent Child will end on any of the dates listed above or when he or she no longer qualifies as a Dependent Child, if earlier.

For Dependent Children

If a Dependent Child is insured under the Policy and is at least 19 years of age, Life Insurance Benefits may be continued under this option. Coverage may be continued up to the Maximum Benefit shown in the Schedule of Benefits for this option.

The Dependent Child must apply to the Insurance Company and pay the required premium. If a Dependent Child does not elect to continue insurance within 31 days after reaching age 19; or the date he or she no longer qualifies as a Dependent Child, if later, coverage under this option may not be elected at a later date.

When applying for this option, a Dependent Child must name a beneficiary. Any beneficiary named previously under the Policy is no longer in effect. If there is no named or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives:

- a. spouse;
- b. child or children;
- c. mother or father;
- d. brothers or sisters; or
- e. the executors or administrators of the Dependent Child's estate.

When a Dependent Child continues coverage under this option, he or she becomes a Former Dependent Child. A separate certificate of insurance will be issued to the Former Dependent Child. Coverage for a Former Dependent Child will be effective on the following dates.

- a. For any Guaranteed Issue Amount, immediately following the date his or her coverage as a Dependent Child ends, provided the Insurance Company receives the required premium.
- b. For any amount of insurance that exceeds the Guaranteed Issue Amount, the date the Insurance Company agrees in writing to insure him or her. The Insurance Company will require the Former Dependent Child to satisfy the Insurability Requirement before it agrees to insure him or her.

Coverage will end on the earliest of the following dates.

- a. The date the Insurance Company cancels coverage for all Former Dependent Children.
- b. The end of the period for which premiums are paid.
- c. The date the Former Dependent Child is age 70.
- d. The date the Maximum Benefit Period shown in the Schedule of Benefits for this option ends.

TL-004716 as modified by TL-009330

DESCRIPTION OF BENEFITS

The following provisions explain the benefits available under the Policy. Please see the Schedule of Benefits for the applicability of these benefits on a class level.

LIFE INSURANCE BENEFITS

Death Benefit

If an Insured dies, the Insurance Company will pay the Life Insurance Benefit in force for that Insured on the date of his or her death.

TL-004730

Accelerated Benefits

Any benefits payable under this Accelerated Benefits provision will reduce the Death Benefit payable for Life Insurance. Any automatic increases in Life Insurance Benefits will end when benefits are payable under this provision.

Terminal Illness Benefit

The Insurance Company will pay a Terminal Illness Benefit to an Insured who has been determined by the Insurance Company to be Terminally Ill.

The Terminal Illness Benefit is payable only once in an Insured's lifetime.

Determination of Terminal Illness

For the purpose of determining the existence of a Terminal Illness, the Insurance Company will require the Insured submit the following proof.

1. A written diagnosis and prognosis by two Physicians licensed to practice in the United States.
2. Supportive evidence satisfactory to the Insurance Company, including but not limited to radiological, histological or laboratory reports documenting the Terminal Illness.

The Insurance Company may require, at its expense, an examination of the Insured and a review of the documented evidence by a Physician of its choice.

"Terminal Illness" means a person has a prognosis of 12 months or less to live, as diagnosed by a Physician.

TL-004748

Conversion Privilege for Life Insurance

Each Insured may convert all or any portion of his or her Life Insurance that would end under the Policy due to:

1. termination of employment;
2. termination of membership in an eligible class under the Policy;
3. termination of the Policy.

The Insured may apply for any type of life insurance the Insurance Company offers to persons of the same age in the amount applied for, except the Insured may not:

1. choose term insurance;
 2. apply for an amount of insurance greater than the coverage amount terminating under the Policy (also, the conversion policy will not provide accident, disability or other benefits); or
 3. apply for more than \$10,000 of insurance if the Policy is terminated or amended to terminate the insurance for any class of Insureds, or the Employer cancels participation under the Policy.
- Conversion in these cases is only permitted if the Insured has been covered by the Policy or, any group life insurance policy issued to the Employer which the Policy replaced, for at least 3 years.

If the Insured becomes eligible for coverage under any group life policy within 31 days of termination of coverage under this Policy, the Insured may not convert an amount of insurance greater than the amount of coverage terminating under the Policy less the amount for which he or she may be covered under the other policy.

To apply for conversion insurance, the Insured must, within 31 days after coverage under the Policy ends:

1. submit an application to the Insurance Company; and
2. pay the required premium.

Evidence of insurability is not required.

Premium for the conversion insurance will be based on the age and class of risk of the Insured and the type and amount of coverage issued.

If the Insured has assigned ownership of his group coverage, the owner/assignee must apply for the individual policy.

Conversion insurance will become effective on the 31st day after the date coverage under the Policy ends provided the application is received by the Insurance Company and the required premium has been paid.

If the Insured dies during the 31-day conversion period, the Life Insurance benefits will be paid under the Policy regardless of whether he or she applied for conversion insurance. If a conversion policy is issued, it will be in exchange for any further benefits for that type and amount of insurance from this Policy.

Extension of Conversion Period

If an Insured is eligible for conversion insurance and is not notified of this right at least 15 days prior to the end of the 31-day conversion period, the conversion period will be extended. The Insured will have 15 days from the date notice is given to apply for conversion insurance. In no event will the conversion period be extended beyond 90 days. Notice, for the purpose of this section, means written notice presented to the Insured by the Employer or mailed to the Insured's last known address as reported by the Employer.

If the Insured dies during the extended conversion period, but more than 31 days after his or her coverage under the Policy terminates, Life Insurance benefits:

1. will not be paid under the Policy; and
2. will be payable under the conversion insurance; provided:
 - a. the Insured's application for conversion insurance has been received by the Insurance Company; and
 - b. the required premium has been paid.

Prior Conversion Limitation

If an Insured is covered under a life insurance conversion policy previously issued by the Insurance Company, he or she will not be eligible for this Conversion Privilege unless the prior coverage has ended.

TL-009740

LIFE INSURANCE EXCLUSIONS

If an Insured commits suicide, while sane or insane, within 2 years from the date his or her insurance under the Policy becomes effective, Voluntary Life Insurance Benefits will be limited to a refund of the premiums paid on the Insured's behalf. The suicide exclusion applies from the effective date of any additional benefits or increases in Life Insurance Benefits.

Except for any amount of benefits in excess of the Prior Plan's benefits, this exclusion will not apply to any person covered under the Prior Plan for more than two years. If a person was not insured for two years under the Prior Plan, credit will be given for the time he or she was insured.

If a Dependent Child commits suicide and is survived by other Dependent Children covered under the same certificate, no refund of premiums will be paid.

TL-004752

CLAIM PROVISIONS

Notice of Claim

Written notice, or notice by any other electronic/telephonic means authorized by the Insurance Company, must be given to the Insurance Company within 31 days after a covered loss occurs or begins or as soon as reasonably possible. If written notice, or notice by any other electronic/telephonic means authorized by the Insurance Company, is not given in that time, the claim will not be invalidated or reduced if it is shown that notice was given as soon as was reasonably possible. Notice can be given at our home office in Philadelphia, Pennsylvania or to our agent. Notice should include the Employer's Name, the Policy Number and the claimant's name and address.

Written notice or any other electronic/telephonic means authorized by the Insurance Company of a diagnosis of a Terminal Illness on which claim is based must be given to us within 60 days after the diagnosis. If notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written notice or any other electronic/telephonic means authorized by the Insurance Company was given as soon as reasonably possible.

Claim Forms

When the Insurance Company receives notice of claim, the Insurance Company will send claim forms for filing proof of loss. If claim forms are not sent within 15 days after notice is received by the Insurance Company, the proof requirements will be met by submitting, within the time required under the "Proof of Loss" section, written proof, or proof by any other electronic/telephonic means authorized by the Insurance Company, of the nature and extent of the loss.

Claimant Cooperation Provision

Failure of a claimant to cooperate with the Insurance Company in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Insurance Data

The Employer is required to cooperate with the Insurance Company in the review of claims and applications for coverage. Any information the Insurance Company provides in these areas is confidential and may not be used or released by the Employer if not permitted by applicable privacy laws.

Proof of Loss

Written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, must be given to the Insurance Company within 90 days after the date of the loss for which a claim is made. If written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, is not given in that 90 day period, the claim will not be invalidated nor reduced if it is shown that it was given as soon as was reasonably possible. In any case, written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, must be given not more than one year after that 90 day period. If written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, is provided outside of these time limits, the claim will be denied. These time limits will not apply while the person making the claim lacks legal capacity.

Written proof, or any other electronic/telephonic means authorized by the Insurance Company, of loss for Accelerated Benefits must be furnished 90 days after the date of diagnosis. This proof must describe the occurrence, character and diagnosis for which claim is made.

In case of claim for any other loss, proof must be furnished within 90 days after the date of such loss.

If it is not reasonably possible to submit proof of loss within these time periods, the Insurance Company will not deny or reduce any claim if proof is furnished as soon as reasonably possible. Proof must, in any case, be furnished not more than a year later, except for lack of legal capacity.

Time of Payment

Benefits due under the Policy for a loss, other than a loss for which the Policy provides installment payments, will be paid immediately upon receipt of due written proof of such loss.

Subject to the receipt of satisfactory written proof of loss, all accrued benefits for loss for which the Policy provides installments will be paid monthly; any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof, unless otherwise stated in the Description of Benefits.

Manner of Payment of Claims

The Policyholder authorizes that any benefit payment due as a lump sum of \$5,000.00 or more shall be credited to a draft account with the Insurance Company, in the name of the beneficiary. The beneficiary may withdraw the entire proceeds at any time by issuing one or more drafts, or may withdraw lesser amounts, subject to a minimum account balance set by the Insurance Company from time to time. Interest shall be credited to such account at rates as determined from time to time by the Insurance Company.

To Whom Payable

Death Benefits will be paid to the Insured's named beneficiary, if any, on file at the time of payment. If there is no named beneficiary or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives: spouse; child or children; mother or father; brothers or sisters; or to the executors or administrators of the Insured's estate. The Insurance Company may reduce the amount payable by any indebtedness due.

All benefits payable under the Accelerated Benefits section are payable to the Insured, if living. If the Insured dies prior to the payment of an eligible claim for an Accelerated Benefit, benefits will be paid in accordance with the provisions applicable to the payment of Life Insurance proceeds, unless the Insured has directed us otherwise in writing. However, any payment made by us prior to notice of the Insured's death shall discharge us of any benefit that was paid.

All other benefits, unless otherwise stated in the Policy, will be payable to the Insured or the certificate owner if other than the Insured.

Any other accrued benefits which are unpaid at the Insured's death may, at the Insurance Company's option, be paid either to the Insured's beneficiary or to the executor or administrator of the Insured's estate.

If the Insurance Company pays benefits to the executor or administrator of the Insured's estate or to a person who is incapable of giving a valid release, the Insurance Company may pay up to \$1,000 to a relative by blood or marriage whom it believes is equitably entitled. This good faith payment satisfies the Insurance Company's legal duty to the extent of that payment.

Change of Beneficiary

The Insured may change the beneficiary at any time by giving written notice to the Employer or the Insurance Company. The beneficiary's consent is not required for this or any other change which the Insured may make unless the designation of beneficiary is irrevocable.

No change in beneficiary will take effect until the form is received by the Employer or the Insurance Company. When this form is received, it will take effect as of the date of the form. If the Insured dies before the form is received, the Insurance Company will not be liable for any payment that was made before receipt of the form.

Physical Examination and Autopsy

The Insurance Company, at its expense, will have the right to examine any person for whom a claim is pending as often as it may reasonably require. The Insurance Company may, at its expense, require an autopsy unless prohibited by law.

Legal Actions

No action at law or in equity may be brought to recover benefits under the Policy less than 60 days after written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, has been furnished as required by the Policy. No such action shall be brought more than 3 years after the time satisfactory proof of loss is required to be furnished.

Time Limitations

If any time limit stated in the Policy for giving notice of claim or proof of loss, or for bringing any action at law or in equity, is less than that permitted by the law of the state in which the Employee lives when the Policy is issued, then the time limit provided in the Policy is extended to agree with the minimum permitted by the law of that state.

Physician/Patient Relationship

The Insured will have the right to choose any Physician who is practicing legally. The Insurance Company will in no way disturb the Physician/patient relationship.

TL-004724

ADMINISTRATIVE PROVISIONS

Premiums

The premiums for this Policy will be based on the rates currently in force, the plan and the amount of insurance in effect.

If the Insured's coverage amount is reduced due to acceleration of his or her Death Benefit, his or her premium will be based on the amount of coverage he or she has in force on the day before the reduction took place. If the Insured's coverage amount is reduced due to his or her attained age, premium will be based on the amount of coverage in force on the day after the reduction took place.

Changes in Premium Rates

The premium rates may be changed by the Insurance Company from time to time with at least 31 days advance written notice. No change in rates will be made until 24 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12 month period. However, the Insurance Company reserves the right to change the rates even during a period for which the rate is guaranteed if any of the following events take place.

1. The terms of the Policy change.
2. A division, subsidiary, affiliated company or eligible class is added or deleted from the Policy.
3. There is a change in the factors bearing on the risk assumed.
4. Any federal or state law or regulation is amended to the extent it affects the Insurance Company's benefit obligation.
5. The Insurance Company determines that the Employer has failed to promptly furnish any necessary information requested by the Insurance Company, or has failed to perform any other obligations in relation to the Policy.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a pro rata adjustment will apply from the date of the change to the next Premium Due Date.

Reporting Requirements

The Employer must, upon request, give the Insurance Company any information required to determine who is insured, the amount of insurance in force and any other information needed to administer the plan of insurance.

Payment of Premium

The first premium is due on the Policy Effective Date. After that, premiums will be due monthly unless the Employer and the Insurance Company agree on some other method of premium payment.

If any premium is not paid when due, the plan will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

Notice of Cancellation

The Employer or the Insurance Company may cancel the Policy as of any Premium Due Date by giving 31 days advance written notice. If a premium is not paid when due, the Policy will automatically be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

Policy Grace Period

A Policy Grace Period of 31 days will be granted for the payment of the required premiums under this Policy. This Policy will be in force during the Policy Grace Period. The Employer is liable to the Insurance Company for any unpaid premium for the time this Policy was in force.

Draft Accounts

The Insurance Company shall be entitled to retain, as part of its compensation, any earnings on draft accounts created in connection with benefit claims, in excess of interest credited under the terms of the policy.

Grace Period for the Insured

If the required premium is not paid on the Premium Due Date, there is a 31 day grace period after each premium due date after the first. If the required premium is not paid during the grace period, insurance will end on the last day for which premium was paid.

If benefits are paid during the Grace Period for the Insured, the Insurance Company will deduct any overdue premium from the proceeds payable under the Policy.

Reinstatement of Insurance

Coverage may be reinstated without satisfying the Insurability Requirement, if an Employee's insurance ends because he or she is on an unpaid leave of absence and he or she applies for Reinstatement within 31 days of his return to Active Service.

After an Insured's coverage has ceased, it may be reinstated at any date prior to five years after the date of termination if the following conditions are met:

1. The Policy is still in force.
2. The Insured is eligible under the Policy.
3. A written request for reinstatement and a new enrollment form are sent to the Insurance Company.
4. The required premium is paid.
5. The Insurability Requirement, if any, is satisfied.

TL-004720

SCHEDULE OF RATES

The following monthly rates apply to all Classes of Eligible Persons unless otherwise indicated.

FOR EMPLOYEE BENEFITS

Basic Life Insurance \$.085 Per \$1,000

Voluntary Life Insurance

Monthly Rates are based on units of \$1,000

Under Age 20	\$.05	Age 60 - 64	\$1.165
Age 20 - 24	\$.05	Age 65 - 69	\$1.755
Age 25 - 29	\$.05	Age 70 - 74	\$3.288
Age 30 - 34	\$.071	Age 75 - 79	\$3.288
Age 35 - 39	\$.115	Age 80 - 84	\$3.288
Age 40 - 44	\$.179	Age 85 - 89	\$3.288
Age 45 - 49	\$.347	Age 90 - 94	\$3.288
Age 50 - 54	\$.543	Age 95 and over	\$3.288
Age 55 - 59	\$.82		

A change in rates due to a change in the Employee's age will become effective on the first of the month coinciding with or following the Employee's birthday.

FOR SPOUSE OR DOMESTIC PARTNER BENEFITS

Voluntary Life Insurance

Monthly Rates are based on units of \$1,000.

Under Age 20	\$.05	Age 60 - 64	\$1.165
Age 20 - 24	\$.05	Age 65 - 69	\$1.755
Age 25 - 29	\$.05	Age 70 - 74	\$3.288
Age 30 - 34	\$.071		
Age 35 - 39	\$.115		
Age 40 - 44	\$.179		
Age 45 - 49	\$.347		
Age 50 - 54	\$.543		
Age 55 - 59	\$.82		

Spouse rates are based on the spouse's date of birth. A change in rates due to a change in the Spouse's age will become effective on the first of the month coinciding with or following the Spouse's birthday.

FOR DEPENDENT CHILD BENEFITS

Voluntary Life Insurance \$.157 Per \$1,000

FOR FORMER EMPLOYEE BENEFITS

Monthly Rates are based on units of \$1,000.

Under Age 20	\$.153	Age 45 - 49	\$.384
Age 20 - 24	\$.144	Age 50 - 54	\$.726
Age 25 - 29	\$.153	Age 55 - 59	\$1.347
Age 30 - 34	\$.177	Age 60 - 64	\$2.461
Age 35 - 39	\$.19	Age 65 - 69	\$4.065
Age 40 - 44	\$.243		

A change in rates due to a change in the Former Employee's age will become effective on the Policy Anniversary coinciding with or following the Former Employee's birthday.

FOR FORMER SPOUSE OR DOMESTIC PARTNERS OR SPOUSE OR DOMESTIC PARTNERS OF FORMER EMPLOYEE BENEFITS

Monthly Rates are based on units of \$1,000.

Under Age 20	\$.153	Age 45 - 49	\$.384
Age 20 - 24	\$.144	Age 50 - 54	\$.726
Age 25 - 29	\$.153	Age 55 - 59	\$1.347
Age 30 - 34	\$.177	Age 60 - 64	\$2.461
Age 35 - 39	\$.19	Age 65 - 69	\$4.065
Age 40 - 44	\$.243		

Spouse rates are based on the spouse's date of birth. A change in rates due to a change in the Spouse's age will become effective on the Policy Anniversary coinciding with or following the Spouse's birthday.

FOR FORMER DEPENDENT CHILD BENEFITS

Rates are based on \$25,000 per Month.

Under Age 20	\$2.377	Age 45 - 49	\$9.777
Age 20 - 24	\$2.777	Age 50 - 54	\$16.377
Age 25 - 29	\$2.977	Age 55 - 59	\$23.477
Age 30 - 34	\$3.600	Age 60 - 64	\$38.250
Age 35 - 39	\$4.177	Age 65 - 69	\$54.077
Age 40 - 44	\$6.200		

Rates are based on \$50,000 per Month

Under Age 20	\$4.750	Age 45 - 49	\$19.550
Age 20 - 24	\$5.550	Age 50 - 54	\$32.750
Age 25 - 29	\$5.950	Age 55 - 59	\$46.950
Age 30 - 34	\$7.200	Age 60 - 64	\$76.500
Age 35 - 39	\$8.350	Age 65 - 69	\$108.150
Age 40 - 44	\$12.400		

A change in rates due to a change in the Former Dependent Child's age will become effective on the Policy Anniversary Date coinciding with or following the Former Dependent Child's birthday.

GENERAL PROVISIONS

Entire Contract

The entire contract will be made up of the Policy, the application of the Employer, a copy of which is attached to the Policy, and the applications, if any, of the Insureds.

Incontestability

All statements made by the Employer or by an Insured are representations not warranties. No statement will be used to deny or reduce benefits or as a defense to a claim, unless a copy of the instrument containing the statement has been furnished to the claimant. In the event of death or legal incapacity, the beneficiary or representative must receive the copy.

After two years from an Insured's effective date of insurance, or from the effective date of any added or increased benefits, no such statement will cause insurance to be contested except for fraud or eligibility for coverage.

Misstatement of Age

If an Insured's age has been misstated, the Insurance Company will adjust all benefits to the amounts that would have been purchased for the correct age.

Policy Changes

No change in the Policy will be valid until approved by an executive officer of the Insurance Company. This approval must be endorsed on, or attached to, the Policy. No agent may change the Policy or waive any of its provisions.

Workers' Compensation Insurance

The Policy is not in lieu of and does not affect any requirements for insurance under any Workers' Compensation Insurance Law.

Certificates

A certificate of insurance will be delivered to the Employer for delivery to Insureds. Each certificate will list the benefits, conditions and limits of the Policy. It will state to whom benefits will be paid.

Assignment of Benefits

The Insurance Company will not be affected by the assignment of an Insured's certificate until the original assignment or a certified copy of the assignment is filed with the Insurance Company. The Insurance Company will not be responsible for the validity or sufficiency of an assignment. An assignment of benefits will operate so long as the assignment remains in force provided insurance under the Policy is in effect. This insurance may not be levied on, attached, garnisheed, or otherwise taken for a person's debts. This prohibition does not apply where contrary to law.

Clerical Error

A person's insurance will not be affected by error or delay in keeping records of insurance under the Policy. If such an error is found, the premium will be adjusted fairly.

Agency

The Employer and Plan Administrator are agents of the Employee for transactions relating to insurance under the Policy. The Insurance Company is not liable for any of their acts or omissions.

Ownership of Records

All records maintained by the Insurance Company are, and shall remain, the property of the Insurance Company.

DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout this document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Schedule of Benefits.

Accident

An Accident is a sudden, unforeseeable external event that causes bodily Injury to an Insured while coverage is in force under the Policy.

Active Service

An Employee will be considered in Active Service with the Employer on a day which is one of the Employer's scheduled work days if either of the following conditions are met.

1. He or she is actively at work. This means the Employee is performing his or her regular occupation for the Employer on a Full-time basis, either at one of the Employer's usual places of business or at some location to which the Employer's business requires the Employee to travel.
2. The day is a scheduled holiday, vacation day or period of Employer approved paid leave of absence, other than disability or sick leave after 7 days.

An Employee is considered in Active Service on a day which is not one of the Employer's scheduled work days only if he or she was in Active Service on the preceding scheduled work day.

Annual Compensation

An Employee's annual wage or salary as reported by the Employer for work performed for the Employer as of the date the covered loss occurs. It does not include amounts received as bonuses, commissions, overtime pay or other extra compensation. A change in the amount of Annual Compensation is effective on the date of the change, if the Employer gives the Insurance Company written notice of the change and the required premium is paid.

Dependent Child

A child who meets the following requirements.

1. A child from live birth but less than 26 years old;
2. A child who is 26 or more years old, primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical incapacity.

The term "child" means:

- a. the Employee's natural child;
- b. the Employee's legally adopted child, beginning with any waiting period pending finalization of the child's adoption. It also means the legally adopted child of the Employee's Spouse or Domestic Partner/Partner to a Civil Union provided the child is living with, and is financially dependent upon the Employee;
- c. a stepchild born to the Employee's Spouse and who is living with and financially dependent upon, the Employee;
- d. a child less than 26 years old (unless the child otherwise satisfies the requirement of paragraph 2 above) for whom the Employee is the court-appointed legal guardian and who resides with, and is financially dependent upon the Employee.

Employee

For eligibility purposes, an Employee is an employee of the Employer in one of the "Classes of Eligible Employees." Otherwise, Employee means an employee of the Employer who is insured under the Policy.

Employer

The Employer who has subscribed to the Policyholder and for the benefit of whose Employees this policy has been issued. The Employer, named as the Subscriber on the front of this Policy, includes any affiliates or subsidiaries covered under the Policy. The Employer is acting as an agent of the Insured for transactions relating to this insurance. The actions of the Employer shall not be considered the actions of the Insurance Company.

Full-time

Full-time means the number of hours set by the Employer as a regular work day for Employees in the Employee's eligibility class.

Initial Enrollment Period

The period in the calendar year when an eligible Employee who was hired on or before the Policy Effective Date may enroll for the first time for Insurance Benefits under this Policy. This period must be agreed upon by the Employer and the Insurance Company. Refer to Initial Open Enrollment under the Enrolling for Insurance section of the Policy.

Injury

Any accidental loss or bodily harm which results directly and independently of all other causes from an Accident.

Insurability Requirement

An eligible person will satisfy the Insurability Requirement for an amount of coverage on the day the Insurance Company agrees in writing to accept him or her as insured for that amount. To determine a person's acceptability for coverage, the Insurance Company will require evidence of good health and may require it be provided at the Employee's expense.

Insurance Company

The Insurance Company underwriting the Policy is named on the Policy cover page.

Insured

A person who is eligible for insurance under the Policy, for whom insurance is elected, the required premium is paid and coverage is in force under the Policy.

Life Status Change

A Life Status Change is an event recognized by the Employer's Flexible Benefits Plan as qualifying an Employee to make changes in benefit selections at a time other than an Annual Enrollment Period.

If there is no Employer sponsored Flexible Benefits Plan, or if it is no longer in effect, the following events are Life Status Changes.

1. Marriage
2. Divorce, annulment or legal separation
3. Birth or adoption of a child
4. Death of a spouse
5. Termination of a spouse's employment
6. A change in the benefit plan available to the Employee's spouse
7. A change in the Employee's or his or her spouse's employment status that affects either person's eligibility for benefits

Physician

Physician means a licensed doctor practicing within the scope of his or her license and rendering care and treatment to an Insured that is appropriate for the condition and locality. The term does not include an Employee, an Employee's spouse, the immediate family (including parents, children, siblings or spouses of any of the foregoing, whether the relationship derives from blood or marriage), of an Employee or spouse, or a person living in an Employee's household.

Prior Plan

The Prior Plan refers to the plan of insurance providing similar benefits sponsored by the Employer in effect directly prior to the Policy Effective Date. A Prior Plan will include the plan of an employer in effect on the day prior to that employer's addition to this policy.

To be covered under the Policy, required premium must be paid for all covered Employees.

Sickness

Any physical or mental illness.

Spouse

The current lawful Spouse of an Employee under age 75.

TL-004708 (as modified by TL-010150)

AMENDATORY RIDER
DOMESTIC PARTNER/CIVIL UNION PARTNER COVERAGE

Policy No. FLX-966912
Effective Date: January 1, 2016

Eligible Classes to which this Rider applies: All Classes

This rider amends the Policy and Certificate to which it is attached. It is effective on the Effective Date shown above, and expires when the Policy expires.

Domestic Partner/Civil Union Partner means any of the following:

1. A person with whom the Employee or Former Employee has a registered civil union or domestic partnership under state law which imposes legal obligations on the parties substantially similar to marriage. Such person will continue to be recognized as a Domestic Partner or Civil Union Partner unless and until: (1) the civil union or domestic partnership is dissolved under applicable law; or (2) either the Employee or Former Employee or the Domestic Partner/Civil Union Partner marries another person.
2. A person who was legally married to the Employee or Former Employee under the laws of a state permitting marriage of partners of the same sex, where the Employee or Former Employee and Domestic Partner/Civil Union Partner currently reside in a state that does not recognize a valid marriage. This shall not apply if:
 - a. the marriage has been terminated by legal process, or;
 - b. either the Employee or Former Employee or the Domestic Partner/Civil Union Partner has entered into a valid marriage, civil union or domestic partnership under state law.
3. A person meeting all of the following requirements, with respect to an Employee or Former Employee:
 - a. Shares a permanent residence with the Employee or Former Employee;
 - b. Has resided with the Employee or Former Employee for at least 6 months and is expected to continue to reside with the Employee or Former Employee indefinitely;
 - c. Has not been legally married to any other person within the previous six months, and has no Domestic Partner other than the Employee or Former Employee during the previous six months, and is the Employee's or Former Employee's sole Domestic Partner;
 - d. Has signed a Domestic Partner declaration with the Employee or Former Employee, if the Employee or Former Employee resides in a jurisdiction which provides for Domestic Partner declarations;
 - e. Has not signed a Domestic Partner declaration with any other person within the last 6 months;
 - f. Is interdependent with the Employee or Former Employee in three or more of the following ways:
 1. Both partners are registered under any municipal ordinance as domestic partners.
 2. Both partners are jointly parties to a lease, mortgage or deed.
 3. Both partners jointly own one or more motor vehicles.
 4. Both partners jointly own one or more bank or credit accounts.
 5. The Employee or Former Employee has named the Domestic Partner as attorney-in-fact under a durable power of attorney with authority over health care decisions.
 6. The Employee or Former Employee has designated the Domestic Partner as beneficiary under a retirement plan or a life insurance policy.
 7. The Employee or Former Employee has designated the Domestic Partner as beneficiary of the Employee's or Former Employee's will.
 8. Each partner has agreed in writing to assume the financial responsibility for the welfare of the other.

- g. Is not so closely related by blood to the Employee or Former Employee as to prohibit legal marriage in their state of residence;
- h. Is no less than 18 years of age.

The Employee or Former Employee and Domestic Partner must furnish the Employer and Insurance Company with a signed declaration that the above requirements are met, at the time of enrollment.

All references in the policy to "Spouse" shall be changed to read "Spouse, Domestic Partner, and Civil Union Partner except as follows:

1. The definition of "Spouse" remains unchanged.
2. For purposes of any provision of the policy providing for payment of benefits to relatives of the Employee or Former Employee, a Domestic Partner/Civil Union Partner shall be included only if:
 - a. the Domestic Partner/Civil Union Partner meets the requirements of the definition of Domestic Partner/Civil Union Partner referenced in item 1 or 2, or;
 - b. the Employee or Former Employee and Domestic Partner have furnished the Employer or the Insurance Company with a signed statement affirming that the requirements referenced in item 3 within the definition of Domestic Partner are met.
3. A Domestic Partner/Civil Union Partner shall be deemed eligible to be enrolled for insurance on the latest of:
 - a. the date of registration under Item 1 of the definition of Domestic Partner/Civil Union Partner;
 - b. the date that the Employee or Former Employee is eligible for insurance under the Policy; or;
 - c. the effective date of this Amendment to the Policy.
4. A child of a Domestic Partner/Civil Union Partner may only be eligible to be insured if:
 - a. the child is primarily dependent on the Employee for financial support;
 - b. the Employee has a legal obligation of support of the child; or
 - c. the Employee is the child's legal guardian.

Any provision of the Policy that otherwise excludes any person who is not legally able to marry the Employee or Former Employee is changed by the following:

In the case of any person of the same sex as the Employee or Former Employee, the exclusion of persons legally able to marry will not apply for the first 12 months that the Employee's or Former Employee's state of residence allows same-sex couples to marry.

Except for the above this rider does not change the Policy or Certificate to which it is attached.

LIFE INSURANCE COMPANY OF NORTH AMERICA

A handwritten signature in black ink, reading "Matthew G. Manders". The signature is written in a cursive, flowing style.

Matthew G. Manders, President

**LIFE INSURANCE COMPANY OF NORTH AMERICA
1601 CHESTNUT STREET
PHILADELPHIA, PA 19192-2235**

STATE MODIFYING PROVISIONS AMENDMENT RIDER

Subscriber: City of Newport Beach
Policy No. FLX-966912
Amendment Effective Date: January 1, 2016

This amendment is attached to and made part of the Policy/Certificate specified above. Its provisions are intended to conform this Policy/Certificate to the laws of the state in which the insured resides.

The Policy delivered under the Group Policy are amended as follows:

APPLICABLE TO CALIFORNIA RESIDENTS:

Conversion Privilege for Life Insurance

Insured Employees and Insured Spouses may convert to an individual policy of life insurance for an amount not greater than the Conversion Amount shown below when the Policy ends, without regard to any requirement that the person be insured under the policy for a specified period of time, if all of the following apply.

- a. The Insured became Totally Disabled while covered for the Life Benefit of the Policy. Totally Disabled means the person is unable to perform all the material duties of any occupation for which he or she may reasonably be qualified based on training, education and experience.
- b. The Insured remained Totally Disabled until the Policy ended while covered for the Life Benefit of this Policy.
- c. The Policy does not provide a Waiver of Premium, Extended Death Benefit Provision or monthly payments to Totally Disabled Insureds for the Life Benefit.
- d. The person meets all other conditions for converting the insurance.

Conversion Amount - Insured's life insurance amount under the Policy on the date the Policy ends minus the amount for which the Insured is insured under a group policy that provides life coverage to employees of the Insured Employee's Employer covered under this Policy. The dollar limit that applies to the amount for conversion at Policy termination does not apply.

The requirement that the Insured be covered under the Policy for the stated number of years in order to convert life insurance does not apply.

APPLICABLE TO FLORIDA RESIDENTS:

The benefits of the policy providing your coverage are governed primarily by the law of a state other than Florida.

APPLICABLE TO GEORGIA RESIDENTS:

Special Terms Applicable to Previously Insured Employees Not in Active Service

Coverage will not go into effect for an Employee, or his or her Spouse and Dependent Children unless the Employee is in Active Service on the date the Employee would have first become eligible to be insured under the Policy.

However:

1. If such Employee, and his or her Spouse or Dependent Children were insured under a Prior Plan on the date immediately prior to the date the Employee would have first become eligible to be insured under this Policy had the Employee satisfied the Active Service requirement, and
2. If such Employee, Spouse or Dependent Child dies, the Insurance Company agrees to provide a Death Benefit only equal to the lesser of:
 - a. The amount due under this Policy (had the Employee satisfied the Active Service requirement), or
 - b. The amount that would have been due under the Prior Plan had it remained in force.

The benefit amount will be reduced by any amount paid by the Prior Plan, or that would have been paid had this Policy not been issued and had timely filing of the claim been made under the Prior Plan.

These special terms will end on the earliest of the following dates:

1. The date the Employee meets the Active Service requirements;
2. The date insurance terminates for one of the reasons stated in the Termination of Insurance provision;
3. 12 months after the date the Employee first becomes eligible under this Policy; or
4. The last day the Employee, Spouse or Dependent Children would have been covered under the Prior Plan if coverage of the Employee, Spouse or Dependent Children under that plan was still in force.

APPLICABLE TO MARYLAND RESIDENTS:

The Group Insurance Policy was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.

APPLICABLE TO MISSOURI RESIDENTS:

Applicable to Voluntary Life Insurance Benefits

If an Insured commits suicide, while sane or insane, within 1 year from the date his or her insurance under the Policy becomes effective, Voluntary Life Insurance Benefits will be limited to a refund of the premiums paid on the Insured's behalf. The suicide exclusion applies from the effective date of any additional benefits or increases in Life Insurance Benefits.

Except for any amount of benefits in excess of the Prior Plan's benefits, this exclusion will not apply to any person covered under the Prior Plan for more than one year. If a person was not insured for one year under the Prior Plan, credit will be given for the time he or she was insured.

If a Dependent Child commits suicide and is survived by other Dependent Children covered under the same certificate, no refund of premiums will be paid.

APPLICABLE TO NORTH DAKOTA RESIDENTS:

The Suicide exclusion, if any, is limited to one year from the effective date of insurance. The suicide exclusion with respect to any increase in death benefits which results from an application of the insured subsequent to the effective date, if any, is limited to one year from the effective date of the increase.

APPLICABLE TO WASHINGTON RESIDENTS:

1. The following *Continuation of Insurance* provision is added to the Policy:

Continuation of Life Coverage During Labor Disputes

If an Employee's Active Service ends because of a Labor Dispute and his or her premium for Life Insurance Benefits under the Policy is paid either by the Employer, in whole or in part, or by the Employee through payroll deductions, then the Employee may continue his or her Life Insurance Benefits. The Employer will send written notice of the right to continue coverage to each insured Employee at his or her most recent address as on file with the Employer.

To continue coverage, the Employee must pay premiums directly to the Employer, who will remit the premiums to the Insurance Company. Premiums must be paid by the date they are due, subject to the 31 day grace period. Policy coverages and premiums will stay the same during a Labor Dispute; however, the Insurance Company may make normal changes in premium rates when the Policy is renewed, under the terms set forth in the Policy.

Coverage continued in this manner will end on the earliest of the following dates.

- a. The date the Labor Dispute has ended.
- b.. The date coverage has been continued for 6 months.

If the Labor Dispute continues beyond 6 months, the Employee may apply for an individual insurance policy, as set forth in detail under "Conversion Privilege for Life Insurance."

"Labor Dispute," as used here, means a strike, lockout, or other labor dispute between the Employer and its Employees, during which time the Employee is not paid by the Employer.

2. If the Policy provides coverage to dependents, benefits for a Spouse or Dependent Child are limited to 100% of the insured Employee's coverage amount . Stand-alone Spouse and Dependent Child coverage (when Employee is not insured) is not permitted.
3. The *Suicide* Exclusion, if any, does not apply.
4. To the extent the policy includes *Accelerated Benefits*, the following resolution of disputes requirements are added to the Policy.
 - For Terminal Illness – *Determination of Terminal Illness*

In the event the Physician representing the Insurance Company disputes the existence of a Terminal Illness, and the dispute cannot be resolved, the Insured has the right to mediation and binding arbitration in accordance with Washington Administrative Code 284-23-730.

5. The *Incontestability Provision* is replaced as follows:

Incontestability

All statements made by the Employer or by an Insured are representations not warranties. No statement will be used to deny or reduce benefits or as a defense to a claim, unless a copy of the instrument containing the statement has been furnished to the claimant. In the event of death or legal incapacity, the beneficiary or representative must receive the copy.

After two years from an Insured's effective date of insurance, or from the effective date of any added or increased benefits, no such statement will cause insurance to be contested.

6. If the term "*Accident*" is defined in the Policy, it is replaced by the following:

Accident

An Accident is a sudden, unforeseeable event that causes bodily Injury to an Insured while coverage is in force under the Policy.

7. If the Policy provides coverage/benefits to a Spouse, a *Domestic Partner* will be afforded the same coverage/benefits provided to a Spouse.

Domestic Partner means a person with whom the Employee has a registered domestic partnership under Washington state law which imposes legal obligations on the parties substantially similar to marriage.

Signed for the
Life Insurance Company of North America

A handwritten signature in black ink, appearing to read "Matthew G. Manders".

Matthew G. Manders, President

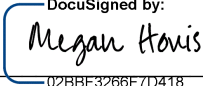
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**LIFE INSURANCE COMPANY OF NORTH AMERICA
PHILADELPHIA, PA 19192-2235**

We, City of Newport Beach, whose main office address is Newport Beach, CA, hereby approve and accept the terms of Group Policy Number FLX-966912 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA to the TRUSTEE OF THE GROUP INSURANCE TRUST FOR EMPLOYERS IN THE PUBLIC ADMINISTRATION INDUSTRY.

This application is to be signed.

City of Newport Beach

Signature: 
02BBF3266F7D418...
Title: Implementation Manager

Date: 4/11/2016 | 13:20:03 PM ET

TL-008890