

AMENDMENT TO GROUP POLICY GL/GLT/GRH-874904 ON NOVEMBER 28, 2018. ANY CHANGES BETWEEN THIS POLICY AND THE PREVIOUSLY ISSUED POLICY ARE EFFECTIVE JANUARY 1, 2019. ALL OTHER TERMS, CONDITIONS AND DATES REMAIN UNCHANGED.



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**  
One Hartford Plaza, Hartford, Connecticut 06155  
(A stock insurance company, herein called The Company)  
will pay benefits according to the terms and conditions of The Policy.

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**Name of Policyholder:** CITY OF CHULA VISTA

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**Policy Number:**  
GL/GLT/GRH-874904

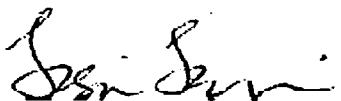
**Policy Effective Date:**  
January 1, 2015

**Place of Delivery:**  
California

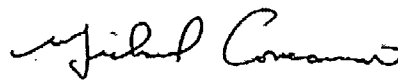
**Anniversary Date:**  
January 1 of each year, beginning in 2019

**Premium Due Dates:**  
Monthly, on the first day of  
each policy month

Signed for The Company:



Lisa Levin, *Secretary*



Michael Concannon, *President*

Countersigned by.....  
Licensed Resident Agent or Registrar

**RIGHT TO RETURN THE POLICY: YOU HAVE THE RIGHT TO RETURN THE POLICY WITHIN 30 DAYS AFTER ITS RECEIPT VIA REGULAR MAIL OR OTHER DELIVERY METHOD AND TO HAVE THE FULL PREMIUM AND MEMBERSHIP FEES REFUNDED. THE RETURN VOIDS THE POLICY FROM THE BEGINNING. THE PARTIES SHALL BE IN THE SAME POSITION AS IF NO CONTRACT HAD BEEN ISSUED. ALL PREMIUMS PAID AND ANY POLICY FEE SHALL BE FULLY REFUNDED BY US, AND ANY MEMBERSHIP FEE SHALL BE FULLY REFUNDED BY THE ENTITY CHARGING THE FEE, WITHIN 30 DAYS OF OUR RECEIPT OF THE RETURNED POLICY. IF, AT THE TIME OF APPLICATION OR AT THE TIME OF DELIVERY OF A GROUP TERM LIFE INSURANCE POLICY OR CERTIFICATE, AN INSURER, ITS AGENT, GROUP MASTER POLICYOWNER, OR ASSOCIATION COLLECTS MORE THAN ONE MONTH'S PREMIUM FROM AN INDIVIDUAL WHO IS 60 YEARS OF AGE OR OLDER ON THE DATE HE OR SHE PURCHASED COVERAGE, THE INSURER SHALL PROVIDE THE INDIVIDUAL WITH A PRORATED REFUND OF THE PREMIUM IF THE INDIVIDUAL DELIVERS A CANCELLATION REQUEST TO THE INSURER DURING THE FIRST 30 DAYS OF THE POLICY PERIOD.**

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## SCHEDULE OF INSURANCE

The Schedule(s) of Insurance for The Policy benefits listed below are shown in the Certificate(s) of Insurance, as incorporated into The Policy.

- 1) Basic Life Insurance
- 2) Supplemental Life Insurance
- 3) Dependent Life Insurance
- 4) Short Term Disability Insurance
- 5) Long Term Disability Insurance

The Schedule(s) of Insurance will address the:

- 1) benefit amounts and maximum limits;
- 2) eligibility and effective date requirements; and
- 3) other schedule amounts and limits;

which apply to the employees of the Policyholder.

## PREMIUM PROVISIONS

### Initial Monthly Premium Rates

The initial monthly premium rates to be charged for employee coverage and/or child/spouse coverage, if applicable, are shown on the following page(s).

The first premium is due and payable on the effective date of The Policy. Subject to The Policy's grace period provision, all premiums after the first must be paid when or before they are due.

Premiums are based on the employee's age on his or her effective date and on each Policy Anniversary date thereafter.

Premiums are based on the Spouse's age on his or her effective date and on each Policy Anniversary date thereafter.

For Long Term Disability Benefits, the amount of an employee's Indexed Pre-disability Earnings which is disregarded in determining his or her Monthly Benefit because of the Maximum Monthly Benefit limitation will also be disregarded in determining the amount of the total insured payroll.

The Initial Monthly Premium Rates may be converted as follows:

<b>To Convert Rates to:</b>	<b>Use a Conversion Factor of:</b>
-- annual rates	11.8227
-- semi-annual rates	5.9557
-- quarterly rates	2.9852

### Grace Period

The Company will allow the Policyholder a 60 day grace period for the payment of all premiums after the first. During this 60 day period, The Policy will stay in force. If the owed premium is not paid by the 60th day, The Policy will automatically terminate. If the Policyholder gives The Company written advance notice of an earlier cancellation date, The Policy will terminate on the earlier date. Premium is due for each day The Policy is in force.

### Monthly Premium Rate Guarantee

Initial Monthly Premium Rates are guaranteed as follows:

<b>Benefit</b>	<b>Rate Guarantee Period</b>
Short Term Disability Benefits	until January 1, 2021
Long Term Disability Benefits	until January 1, 2021
Basic Life Insurance	until January 1, 2019
Supplemental Life Insurance	until January 1, 2019
Supplemental Dependent Life Insurance	until January 1, 2019

Subject to the Rate Guarantee Period shown above, The Company has the right to change premium rates on any premium due date if:

- 1) written notice is delivered to the Policyholder's last address on record; and
- 2) the change is effective at least 31 days after the date of notice.

The Rate Guarantee Period supersedes only those provisions appearing elsewhere in this Policy which give The Company the right to change the premium rates, and then, only for the period of time for which the rates are guaranteed. However, The Company may change the premium rates during the Rate Guarantee Period if there is a change in The Policy, or if there is a 10% increase or decrease in the number of insured Employees, or if the Policyholder adds or deletes a subsidiary or affiliated business entity. The Company may also change the premium rates during the Rate Guarantee Period if there has been a material misstatement in the reported experience during the pre-sale process. The Rate Guarantee Period in no way affects, amends or supersedes any other provision in The Policy.

## PREMIUM PROVISIONS

### Calculation

Premiums may be calculated by multiplying the rate times the applicable number of units of coverage.

If any insurance is added, increased or becomes effective after The Policy is in force, the premium charges will begin on:

- 1) the day the coverage is effective, if it is also the first day of a policy month; or
- 2) the first day of the next policy month.

For insurance which is terminated, premium charges will stop as of the first day of the next policy month.

Premiums may be calculated by any other method which both The Company and the Policyholder agree to in writing.

### Premium Payments

Premium payments are due and payable in full to a place designated by The Company or, with respect to the initial premium payment, premium payments may be made to an authorized agent of The Company. The pre-payment of premiums for a particular period by the Policyholder is not a guarantee that The Policy will remain in force.

All premiums due under The Policy shall be remitted by the Policyholder or the Policyholder's designee to The Company on or before the due date.

## PREMIUM SCHEDULE

<b>Short Term Disability Benefits:</b>	\$ .129 per \$10 of covered weekly benefit
<b>Long Term Disability Benefits:</b>	\$ .34 per \$100 of covered payroll
<b>Basic Life Insurance:</b>	\$ .04 per \$1,000
<b>Supplemental Life Insurance:</b>	For each \$1,000 of Supplemental Life Insurance the monthly premium rate shall be determined in accordance with the employee's age as follows:

<b>Employee Age</b>	<b>Rate</b>
0 - 24	\$ .048
25 - 29	\$ .057
30 - 34	\$ .076
35 - 39	\$ .086
40 - 44	\$ .10
45 - 49	\$ .15
50 - 54	\$ .23
55 - 59	\$ .43
60 - 64	\$ .66
65 - 69	\$ 1.21
70 - 74	\$ 1.96
75 - 111	\$ 1.96

**Supplemental Dependent Life Insurance:**

Spouse: For each \$1,000 of Supplemental Dependent Life Insurance the monthly premium rate shall be determined in accordance with the Spouse's age as follows:

<b>Spouse Age</b>	<b>Rate</b>
0 - 24	\$ .05
25 - 29	\$ .06
30 - 34	\$ .08
35 - 39	\$ .09
40 - 44	\$ .10
45 - 49	\$ .14
50 - 54	\$ .21
55 - 59	\$ .36
60 - 64	\$ .59
65 - 69	\$ 1.00
70 - 74	\$ 1.60
75 - 111	\$ 2.75

Child(ren): \$1.00 per child unit

## POLICY PROVISIONS

### Entire Contract

The contract between the parties consists of:

- 1) The Policy;
- 2) any Certificate(s) of Insurance incorporated and made a part of The Policy;
- 3) any riders issued in connection with such Certificate(s) of Insurance;
- 4) the Policyholder's application, if any, a copy of which is attached to and made a part of The Policy when issued; and
- 5) any individual application submitted by the Employee and accepted by The Company in connection with The Policy.

All statements made by the Policyholder, or persons insured under The Policy will be deemed representations and not warranties. No statement made to affect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary or personal representative.

### Incontestability

Except for non-payment of premium, the insurance provided by The Policy cannot be contested after such insurance has been in effect for a period of 2 years.

### Changes

The Company reserves the right to make changes in The Policy, after The Policy has been in force for 12 months. The Company will give the Policyholder 31 days advance written notice of any change. No agent has authority to change or waive any part of The Policy. To be valid, any change or waiver must be in writing, approved by one of our officers and made a part of The Policy.

### Clerical Error

Clerical error (whether by the Policyholder, the Plan Administrator, or The Company) in keeping the records having to do with The Policy, or delays in making entries on the records, will not void the insurance of any person if that insurance would otherwise have been in effect. A clerical error will not extend the insurance of any person if that insurance would otherwise have ended or been reduced as provided by The Policy. When a clerical error is found, premiums and benefits will be adjusted based on the true facts and The Policy.

### Conformity with Law

If any provision of The Policy is contrary to the law of the jurisdiction in which it is delivered, such provision is hereby amended to conform to that law. If any change to state or federal law, including but not limited to the Federal Social Security Act, affects The Company's liability under The Policy, The Company may change The Policy, the premiums or both. Such change:

- 1) will be effective as of the date of the change to the state or federal law; and
- 2) will not be made until The Company gives the Policyholder 31 days notice.

### Termination of Policy

The Company may terminate The Policy for the following reasons by giving the Policyholder 31 days written notice:

- 1) the Policyholder fails to furnish information necessary to the administration of the Policy;
- 2) the Policyholder fails to perform any of its obligations necessary to the administration of this Policy;
- 3) Less than 100% of the persons eligible for coverage on a Non-contributory basis are insured;
- 4) Less than 25% of the persons eligible for coverage on a Contributory basis are insured; or
- 5) Fewer than 10 persons are insured.

In addition, The Company may terminate this Policy on any premium due date after The Policy has been in force for 12 months by providing 31 days written notice. If The Policy is terminated, the Policyholder is responsible for providing notice to insureds of their right to convert under The Policy.

The Company reserves the right to terminate Dependent Life Insurance Benefits on any premium due date on which:

- 1) there are fewer than 10 persons insured for Dependent coverage; or
- 2) less than 25% of the persons eligible for Dependent coverage on a Contributory basis are insured.

The Company shall give the Policyholder 31 days notice of its intent to terminate the Dependent Life Insurance Benefit.

## POLICY PROVISIONS

### **Certificate(s) of Insurance**

The Company will give individual Certificate(s) of Insurance to:

- 1) the Policyholder; or
- 2) any other person according to a mutual agreement among the other person, the Policyholder, and The Company; for delivery to persons covered under The Policy and which will explain the important features of The Policy.

### **Data To Be Furnished**

The Policyholder, or any other person designated by the Policyholder, will give The Company all information The Company needs regarding matters pertaining to the insurance. At any reasonable time while The Policy is in force and for 12 months after that, The Company may inspect any of the Policyholder's documents, books, or records which may affect the insurance or premiums of The Policy.

The Policyholder will, upon our request, give The Company:

- 1) the names of all persons initially eligible for coverage;
- 2) the names of all additional persons who become eligible for coverage;
- 3) the names of all persons whose amount of insurance is to be changed;
- 4) the names of all persons whose eligibility or insurance is terminated; and
- 5) any data necessary to administer the insurance provided by The Policy.

If the Policyholder gives The Company any incorrect information, the relevant facts will be determined to establish if insurance is in effect and in what amount.

No person will be deprived of insurance to which he is otherwise entitled or have insurance to which he is not entitled, because of any misstatement of fact by the Policyholder. Any required adjustment may be made in premiums or benefits.

### **Right to Audit**

The Company reserves the right to audit, once every 2 years, the Policyholder's billing records and premium accounting practices. If The Company discovers:

- 1) an underpayment of premium by the Policyholder, the Policyholder will be obligated to remit, in a timely manner, the underpayment amount; or
- 2) an overpayment of premium, The Company will return any overpayment amount in a timely manner; for the previous 2 year period.

### **Not in Lieu of Worker's Compensation**

This Policy does not satisfy any requirement for worker's compensation insurance.

### **Time Period**

All periods begin and end at 12:01 A.M., standard time, at the Policyholder's address.

### **Disclosure of Fees**

The Company may reduce or adjust premiums, rates, fees and/or other expenses for programs under The Policy.

### **Disclosure of Services**

In addition to the insurance coverage, The Company may offer noninsurance benefits and services to Active Employees.



## INCORPORATION PROVISION

The Certificate(s) of Insurance and Rider(s) listed below are attached to, incorporated in and made a part of, The Policy.

Certificate(s) of Insurance

Rider(s)

Form GBD-1100 (10/08) (CA) (874904) 1.16

Form GBD-1200 (10/08) EM STD (CA) (Rev-2) (874904) 3.03

Form PA-9474 (10/08) EM (CA)

Form GBD-1200 (10/08) EM LTD (CA) (Rev-1) (874904) 4.06

Form PA-9474 (10/08) EM (CA)

Form GBD-1200 (10/08) EM LTD (CA) (Rev-1) (874904) 5.03

Form PA-9474 (10/08) EM (CA)

The provisions found in the Certificate(s) of Insurance will address the benefit plan, period of coverage, exclusions, claims and other general policy provisions pertaining to state insurance law requirements.

**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.califeqa.org](http://www.califeqa.org).

(please turn to next page)

## 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.califeqa.org](http://www.califeqa.org), or contact either of the following:

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

**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.**