

UnitedHealthcare Insurance Company
(Hereinafter referred to as We, Us, or Our)

Administrative Offices: 9900 Bren Road East, Minnetonka, MN 55343

Phone: 1-866-615-8727

Policyholder: City of Chula Vista

Policy Number: 305255

Effective Date: January 1, 2018

Premium Due Date: January 1 and the first day of each month thereafter

Policy Anniversaries will be each January 1

We agree to provide, for eligible persons becoming insured under the Policy, the benefits according to the terms, provisions and limitations of it. The following pages, including any riders, endorsements or amendments, are part of the Policy.

The Policy is issued in consideration of the Policyholder's application, a copy of which is attached.

The Policy becomes effective at 12:01 A.M. Eastern Standard time on the Effective Date shown above. The Policy will continue in force by the payment of premiums when due. The Policy is subject to termination according to its terms.

Read the Policy Carefully

This is a legal contract between the Policyholder and Us. If the Policyholder has any questions or problems with the Policy, We will be ready to help the Policyholder. The Policyholder may call upon his agent or Our Home Office for assistance at any time.

The Policy is issued in and governed by the laws of California.

We have, by its President and Secretary, executed the Policy at Hartford, Connecticut. If the Policyholder or the Covered Person have questions, need information about their insurance, or need assistance in resolving complaints, call 1-866-615-8727.



Secretary



President

**Group Short Term Disability, Long Term Disability
Insurance Policy
Non-Participating**

POLICY GENERAL PROVISIONS

Certificates: We will furnish a Certificate summarizing the benefits provided by the Policy to:

1. the Policyholder; or
2. any other person according to a mutual agreement among the other person, the Policyholder and Us;

for delivery to each Covered Person.

The Certificate(s) describe the benefits, terms, conditions, limitations and exclusions provided by the Policy. If there is a conflict between the Policy and the Certificate, the Policy will control.

Clerical Error: Clerical error, whether by the Policyholder or Us will not:

1. affect the amount of insurance which would otherwise be in effect; or
2. continue insurance which otherwise would be terminated; or
3. result in the payment of benefits not otherwise payable.

Conformity with State Statutes: Any provision of this policy which, on its effective date, is in conflict with the statutes of the state of California is hereby amended to conform to the minimum requirements of such statute.

Incorporation Provision: the provisions of the attached Certificate(s), any individual applications accepted by Us, and any riders, endorsements or amendments including those accepted or issued after the Policy Effective Date, are made a part of the Policy.

Information To Be Furnished: The Policyholder or its designee must give Us information, when and in the manner that we ask, needed to administer the Policy.

Records: The Policyholder must furnish all information required by Us to:

1. compute premiums; and
2. maintain necessary administrative records.

Records of the Policyholder, which have a bearing on insurance, will be available for inspection by Us at any reasonable time.

Once an error is discovered, an equitable adjustment in premium will be made. If the premium adjustment involves the return of unearned premium, the amount of the return will be limited to the 12-month period, which precedes the date We receive proof such an adjustment should be made.

Workers' Compensation: This Policy does not provide benefits required by Workers' Compensation laws.

Payment of Premiums: No insurance provided by the Policy will be in effect until the first premium for such insurance is paid. The first policy premium is payable on the Policy Effective Date. Each subsequent premium is due on the first day of each month thereafter.

The Policyholder is responsible for paying all premiums on or before the date they are due. However, the premiums may be paid to Us by any other person according to a mutual agreement among the other person, the Policyholder and Us.

The Policy will terminate on the last day of the period for which a premium is paid.

Payment of a premium for a period before it is due will not guarantee that the insurance will remain in effect.

POLICY GENERAL PROVISIONS (continued)

Premium Rate Change: After the first Policy Anniversary Date, We have the right to change premium rates as of any Premium Due Date but not more than once in any 12 month period. We will notify the Policyholder in writing at least 60 days prior to the change in rates.

The premium rate may change prior to this time however, for reasons that affect the insured risk, which include:

1. a change in benefits;
2. a division, subsidiary, or affiliated company is added or deleted;
3. the number of Employees/ members insured changes by 10% or more;
4. a new Law or a change in any existing Law is enacted which applies to the Policy.

A change may take effect on an earlier date if both the Policyholder and We agree to it. Except in the case of fraud, premium adjustments, refunds or charges will be made for only the current Policy year.

Nonparticipation: The Policy will not be entitled to share in Our surplus earnings.

POLICY CONTENTS

All of the provisions in the Certificate(s) of Coverage, riders, endorsements and any amendments issued for the Policyholder shown below are included and made part of this Policy.

DOCUMENTS	DESCRIPTION	EFFECTIVE DATE
Group Short Term Disability Certificate Of Coverage	All Active Full Time Benefited-Salaried Employees: Directly employed by the City of Chula Vista in a full- or part-time benefited-salaried status classified as: Elected Officials (Mayor, Council Members and City Attorney), City Manager, City Clerk, Executive Management, Senior Management, Middle Management (MM), Professional (PROF), Unclassified and Confidential MM and PROF, Western Council of Engineers, Association of Chula Vista Employees, and Confidential; excluding employees represented by the Police Officers Association (POA) and International Association of Fire Fighters (IAFF) Employees	January 1, 2018

POLICY CONTENTS (continued)

<p>Group Long Term Disability Certificate Of Coverage – Class 1</p>	<p>All active Benefited-Salaried Employees: Directly employed by the City of Chula Vista in a full- or part-time benefited-salaried status classified as: Elected Officials (Mayor, Council Members and City Attorney), City Manager, City Clerk, Executive Management, Senior Management, Middle Management (MM), Professional (PROF), Unclassified and Confidential MM and PROF, and Confidential; excluding employees represented by the Police Officers Association (POA) and International Association of Fire Fighters (IAFF).</p>	<p>January 1, 2018</p>
<p>Group Long Term Disability Certificate Of Coverage – Class 2</p>	<p>All active Benefited-Salaried Employees: Directly employed by the City of Chula Vista in a full- or part-time benefited-salaried status classified as: Western Council of Engineers, and Association of Chula Vista Employees</p>	<p>January 1, 2018</p>
<p>Certificate Modifications Rider</p>	<p>Amends the contract as outlined</p>	<p>January 1, 2018</p>
<p>Policy Modifications Rider</p>	<p>Rate guarantee</p>	<p>January 1, 2018</p>

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

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

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

COVERAGE

• **Persons Covered**

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

• **Amounts of Coverage**

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

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

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

- **Life Insurance**
 - 80% of death benefits but not to exceed \$300,000
 - 80% of cash surrender or withdrawal values but not to exceed \$100,000
- **Annuities and Structured Settlement Annuities**
 - 80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

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

• **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is \$546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website www.califega.org

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

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

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

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

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.