



EXHIBIT B

**VOLUNTARY PLAN  
HARTFORD**

**PLAN DOCUMENT**

Established on January 1, 2018  
and Restated on January 1, 2021

Human Resources Department  
City of Chula Vista

## GROUP HOSPITAL INDEMNITY INSURANCE POLICY

### HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

One Hartford Plaza  
Hartford, Connecticut 06155  
(A stock insurance company)



**THE  
HARTFORD**

The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries.

**Policyholder:** CITY OF CHULA VISTA  
**Policy Number:** VHI-874904  
**Policy Issue State:** California  
**Policy Effective Date:** January 1, 2018  
**Policy Anniversary Date:** January 1  
**Premium Due Date:** First of each month

**This is a supplement to health insurance. It is not a substitute for essential health benefits or minimum essential coverage as defined in federal health law.**

PLEASE BE ADVISED THAT YOU RETAIN ALL RIGHTS WITH RESPECT TO YOUR POLICY/CERTIFICATE AGAINST YOUR ORIGINAL INSURER IN THE EVENT THE ASSUMING INSURER IS UNABLE TO FULFILL ITS OBLIGATIONS. IN SUCH EVENT YOUR ORIGINAL INSURER REMAINS LIABLE TO YOU NOTWITHSTANDING THE TERMS OF ITS ASSUMPTION AGREEMENT.

#### READ YOUR POLICY CAREFULLY

This is a legal contract between the Policyholder and Us. We agree to provide the rights and benefits of this Policy according to its conditions and provisions.

This Policy is issued to the Policyholder in consideration of the Policyholder's application, a copy of which is attached and made part of this Policy, and payment of premiums.

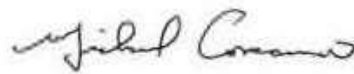
**Right to Return This Policy.** If, for any reason, the Policyholder or any Covered Person is not satisfied with this Policy, it may be returned to Us at Our Home Office within 30 days after receipt. At that time, it should be requested in writing by the Policyholder to cancel it. In that event, We will consider it void from its effective date and any premiums paid will be refunded.

This Policy is delivered in and governed by the laws of California, and to the extent applicable, by the Employee Retirement Income Security Act of 1974 (as amended). This Policy may be inspected at the office of the Policyholder.

Signed for Hartford Life and Accident Insurance Company at Hartford, Connecticut.



Lisa Levin, *Secretary*



Michael Concannon, *President*

**Notice to Buyer: This is a hospital confinement indemnity policy. This Policy provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses. The Policy does not constitute comprehensive health insurance coverage and does not satisfy the requirement of Minimum Essential Coverage under the Affordable Care Act.**

**The Policy may provide payment of several benefits as a result of claims from a single hospitalization or covered incident. Payment of one benefit under the Policy does not constitute acceptance of liability for all claims made under the Policy nor does it prohibit Us from further investigation of subsequent claims.**

**THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY. If a Covered Person is eligible for Medicare, he/she should review the Guide to Health Insurance for People with Medicare available from Us.**

*A note on capitalization in this Policy:*

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in this Policy or refers to a specific provision contained herein.

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## INCORPORATION PROVISION

### Incorporation Provision

The following forms are incorporated in and made part of this Policy:  
Form GBD-2900 (EM) (874904) VHI 2.01

The following provisions in the Certificate(s) and/or any Certificate amendments, endorsements or riders apply to the Employees of the Policyholder:

- 1) the benefit plan provisions;
- 2) benefit amounts and limits;
- 3) the eligibility and effective date of insurance rules;
- 4) the termination of insurance rules;
- 5) general provisions;
- 6) exclusions; and
- 7) other Certificate provisions pertaining to California insurance requirements.

**PREMIUM PROVISIONS**

**Payment of Premiums**

The Policyholder must pay premiums to Us at the location chosen by Us. The first premium is due on the Policy Effective Date. Subsequent premiums are due on the Premium Due Date.

The premium for additional, increased or reduced insurance will begin being charged 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.

**Monthly Premium Rates**

The monthly premium rates to be charged for Employee coverage and/or Dependent coverage, if applicable, are as follows:

**Class(es):**

**ALL FULL-TIME ACTIVE EMPLOYEES**

Employee Only.....	\$27.90
Employee and Spouse .....	\$57.47
Employee and Child(ren) .....	\$47.49
Employee and Family.....	\$79.85

**Rate Guarantee Date**

January 1, 2021 or any date thereafter agreed to in writing by Our authorized representative in Our Home Office.

**Our Right to Change Premium Rates**

The premium is based on the Premium Rate and the amount of insurance in effect for the month reported on the premium due date. We will furnish premium rates to the Policyholder with an explanation of how to apply them.

After the initial monthly premium rates have been in effect for 12 months from the Policy Effective Date, We have the right to recalculate any premium rate.

However, We also have the right to recalculate the initial or any subsequent monthly premium rate when any of the following occurs:

- 1) the terms of this Policy change;
- 2) the number of Employees changes by more than 10% in a 12-month period; or
- 3) one or more classes are added or deleted from this Policy.

Unless Our liability changes:

- 1) We will not change the rates more than once in any period of 12 consecutive months; and
- 2) We will give the Policyholder 31 days advance written notice of an increase in rates.

**Reinstatement**

If any premium after the first is not paid to Us by the end of the Grace Period, subsequent acceptance of premium by Us or any agent of Ours authorized by Us to accept such premium, without requiring an application for reinstatement, shall reinstate this Policy. However, if We or Our agent require an application for reinstatement and issue a conditional receipt for the premium paid, this Policy will be reinstated upon Our approval or, lacking such approval, upon the 45th day following the date of the conditional receipt unless We provide written notification to the Policyholder prior to that date that the application is disapproved.

The reinstated Policy shall cover only a Covered Illness or Covered Injury that occurs after the date of reinstatement. In all other respects We and the Policyholder shall have the same rights under this Policy as We had immediately before the due date of the defaulted premium, subject to the provisions of any rider which may be attached in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

## TERMINATION

**Termination of Policy:** We may terminate this Policy if We do not receive any premium when due in accordance with the Grace Period provision of this Policy.

Either party may terminate this Policy upon 30 days advance written notice, if the other party breaches its obligations and fails to cure that breach to the other party's reasonable satisfaction within that 30-day notice period.

Either party may terminate this Policy, with or without prior notice, effective as of midnight prior to the date that the other party:

- 1) ceases doing business as a going concern;
- 2) makes an assignment for the benefit of creditors;
- 3) admits in writing that it is unable to pay debts as they come due; or
- 4) consents to the appointment of a trustee or receiver; or if a trustee or receiver is appointed pursuant to applicable Federal or State bankruptcy, insolvency or similar laws.

We may terminate this Policy, upon not less than 30 days written notice if the Policyholder fails to comply with a material plan provision relating to the Policyholder's premium contribution or group participation rules or if We determine there has been a material change affecting the risk assumed under this Policy.

Upon written notice, We may terminate or rescind this Policy or the coverage on a Covered Person for fraud or misrepresentation by the Policyholder or a Covered Person of material fact concerning the Policyholder or Covered Person.

After this Policy has been in force for 12 months, either party may terminate this Policy upon 30 days advance written notice.

**Termination of Policy Because of Inability to Perform Obligations:** This Policy may be immediately suspended or terminated by written notice to the other party if either party is unable to perform its obligations for reasons beyond its control, including:

- 1) complete or partial destruction of facilities or equipment; or
- 2) lockout, strike, riot, war, act of God, or any ordinance, law, order or decree of any governmental authority.

Neither party will be required to perform its duties nor be liable for any damages arising from the suspension or termination of this Policy pursuant to this provision.

Once this Policy terminates, the insurance it provides will end automatically.

## POLICY PROVISIONS

### Entire Contract

The contract between the parties consists of:

- 1) this Policy and any amendments; and
- 2) the application of the Policyholder, a copy of which is attached to and made a part of this Policy when issued; and
- 3) the Certificates, and the endorsements or riders which are attached to and made a part of this Policy; and
- 4) the individual applications, if any, of each Covered Person.

All statements made by the Policyholder and persons insured under the Policy will be deemed representations and not warranties. No statement will be used in any contest unless it is in writing, signed by the person making it, approved by an executive officer of Us, and a copy of it is given to the person who made it, or, in the event of the death or incapacity of the Covered Person, to the Covered Person's beneficiary or personal representative.

**Time Limit on Certain Defenses:** After this Policy has been in force for a period of three years, no statements of the Policyholder contained in the application, and no statement relating to insurability made by any Employee eligible for coverage under the Policy shall be used to deny a claim or in contesting the validity of the insurance with respect to which such statement was made after the insurance has been in force for a period of three years during the lifetime of the person with respect to whom any such statement was made.

No claim for loss incurred or disability commencing after three years from the effective date of the insurance coverage with respect to which the claim is made shall be reduced or denied on the ground that a disease or physical condition, not excluded from coverage by name or specific description effective on the date of loss, had existed prior to the effective date of the coverage with respect to which the claim is made.

**Grace Period:** A Grace Period of 60 days will be granted for the payment of each premium falling due after the first premium, during the Grace Period the Policy shall continue in force. If the entire premium is not paid by the end of the Grace Period, this Policy will terminate.

If the Policyholder gives Us written advance notice of an earlier cancellation date, the Policy will terminate on the earlier date; but no such termination will take effect during any period for which the required premium has been paid to us.

### Physical Examinations and Autopsy

We, at our own expense, shall have the right and opportunity to have:

- 1) a Covered Person for whom a claim is made examined by a Physician or Medical Professional of Our choice during the pendency of a claim as often as reasonably required; and
- 2) an autopsy conducted for a Covered Person for whom a claim is made in case of death, where not prohibited by law.

### Legal Actions

No legal action may start:

- 1) until 60 days after Claim Proof of Loss has been given;
- 2) more than 3 years after the time Claim Proof of Loss is required to be given; unless otherwise required by law in Your or the claimant's jurisdiction of residence.

### Certificate

We will give individual Certificates of Insurance to the Policyholder, in electronic or paper form, for delivery to persons covered under this Policy, which will explain the important features of this Policy, who is covered under this Policy, and to whom benefits are payable.

### Changes to this Policy

The Policyholder owns this Policy. We may change any or all of the provisions of this Policy by notifying the Policyholder. We must give the Policyholder at least 31 days advance written notice of any change, unless the Policyholder accepts an amendment during that period. This Policy may also be changed in whole or in part when there is any change in laws or regulations which affect Our obligations under this Policy. A change must be approved by one of Our executive officers, and shall not be valid unless and until such change is endorsed in this Policy or attached hereto. No agent can change this Policy or waive any of its provisions. Payment of the applicable premium following any change of this Policy in accordance with this section shall constitute acceptance of that change.



**Data to Be Furnished**

The Policyholder will give Us the information shown below which We may need regarding matters pertaining to the insurance.

The Policyholder will, upon Our request, provide Us with:

- 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; and
- 4) the names of all persons whose eligibility or insurance is terminated.

If the, the provided information noted above is inaccurate or incorrect , the relevant facts will be reviewed with the Policyholder to correctly establish if insurance is in effect and in what amount.

No person will be deprived of insurance to which he/she is otherwise entitled or have insurance to which he/she is not entitled, because of any misstatement of fact by the Policyholder or Covered Person. Any required adjustment may be made in coverage, premiums or benefits. However, payment of premium by or on behalf of an ineligible person will not entitle that person to coverage.

**Right to Audit**

We reserve the right to audit, once every 2 years, the Policyholder's billing records and premium accounting practices. If We discover:

- 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, We will return any overpayment amount in a timely manner;
- for the previous 2 year period.

**Conformity with State and Federal Laws**

Any provision of the Policy that is contrary to the law of the jurisdiction in which it is delivered or with any other applicable law is amended to meet the minimum requirements of the law.

**Time Periods**

Unless otherwise specifically stated, all time periods begin and end at 12:01 A.M., Standard Time at the place where the Policy is delivered.

**Workers' Compensation**

This Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY  
One Hartford Plaza  
Hartford, Connecticut 06155  
(A stock insurance company)



Will pay benefits according to the conditions of this Policy.

The Hartford<sup>®</sup> is The Hartford Financial Services Group, Inc. and its subsidiaries.

**READ YOUR POLICY CAREFULLY**

This is a legal contract between the Policyholder and Us. We agree to provide the rights and benefits of this Policy according to its conditions and provisions.

This Policy is issued to the Policyholder shown in the Policy Schedule in consideration of the Policyholder's application, a copy of which is attached and made part of the Policy, and payment of premiums.

**Right to Return This Policy:** If, for any reason, you are not satisfied with this Policy, you can return it to us at Our Home Office within 30 days after you receive it. At that time, you should ask us in writing to cancel it. We will consider this Policy as if it never existed. Any premium paid will be refunded.

This Policy is delivered in and governed by the laws of the Policy Issue State shown in the Policy Schedule.

The Policy may be inspected at the office of the Policyholder.

Signed for Hartford Life and Accident Insurance Company at Hartford, Connecticut.

*Lisa Levin*  
Lisa Levin, Secretary

*Michael Concannon*  
Michael Concannon, President

**Notice to Buyer: This is an accident-only Policy and it does not pay benefits for loss from sickness. Review Your Policy carefully.**

**This Policy provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses.**

**GROUP ACCIDENT INSURANCE POLICY  
Non-Participating**

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**POLICY SCHEDULE**

<b>Policyholder:</b>	City of Chula Vista
<b>Employer:</b>	City of Chula Vista
<b>Policy Number:</b>	874904
<b>Policy Effective Date:</b>	January 1, 2018
<b>Policy Issue State:</b>	California
<b>Annual Enrollment Period:</b>	A period of time as determined by Your Employer
<b>Premium Due Date:</b>	first of each month

The Benefit Schedules for Covered Persons are shown in the Certificate(s) of Insurance.

## **INCORPORATION PROVISION**

**Incorporation Provision:** The following forms are incorporated in and made part of this Policy:

Certificate(s) of Insurance

Rider(s)

Form GBD-2300 (CA) (874904) VAC 1.05

If there is any conflict between the terms and conditions of this Policy and an attachment, this Policy shall be controlling.

The following provisions in the Certificate(s) and/or any Certificate amendments, endorsements or riders apply to the employees of the Policyholder:

- (a) the benefit plan provisions;
- (b) benefit amounts and limits;
- (c) the eligibility and effective date of insurance rules;
- (d) the termination of insurance rules;
- (e) general provisions;
- (f) exclusions; and
- (g) other Certificate provisions pertaining to state insurance requirements.

## PREMIUM PROVISIONS

**Payment of Premiums:** The Policyholder must pay premiums to Hartford Life and Accident Insurance Company at the location chosen by Us. The first premium is due on the effective date. Subsequent premiums are due on the Premium Due Date.

The premium for additional, increased, reduced or terminated insurance will cause a pro-rata adjustment on the next Premium Due Date.

**Initial Monthly Premium Rates:** The initial monthly premium rates to be charged for employee coverage and/or Dependent coverage, if applicable are shown on the following pages.

Premiums are based on the employee's:

- (a) age on his or her effective date and thereafter on each Policy Anniversary date;
- (b) sex and occupational class.

**Monthly Premium Rate Guarantee:** Initial Monthly Premium rates are guaranteed as follows:

<b>Benefit</b>	<b>Rate Guarantee Period</b>
Voluntary Accident Insurance	36 months

The Rate Guarantee supersedes only those provisions appearing elsewhere in this Policy which give Us the right to change premium rates, and then, only for the period of time for which the rates are guarantees. However, we may change premium rates during the Rate Guarantee Period for the reasons disclosed in Our Right to Change Premium Rates section of the Policy.

**Our Right to Change Premium Rates:** The premium is based on the premium rate and the amount of insurance in effect for the month reported on the premium due date. We will furnish premium rates to the Policyholder with an explanation of how to apply them.

After the initial monthly premium rates have been in effect for 12 months from the Policy Effective Date, We have the right to recalculate any premium rate.

However, We also have the right to recalculate the initial or any subsequent monthly premium rate when any of the following occurs:

- (a) the terms of the Policy change;
- (b) the number of employees changes by more than 10% in a 12 month period;
- (c) one or more classes are added or deleted from this Policy;

Unless Our liability changes:

- (a) We will not change the rates more than once in any period of 12 consecutive months; and
- (b) We will give the Policyholder 31 days advance written notice of an increase in rates.

**Grace Period:** A grace period of 60 days will be granted for the payment of each premium falling due after the first premium, during which grace period the Policy shall continue in force. If the entire premium is not paid by the end of the grace period, this Policy will terminate.

If the Policyholder gives Us written advance notice of an earlier cancellation date, the Policy will terminate on the earlier date; but no such termination will take effect during any period for which the required premium has been paid to us.

## PREMIUM PROVISIONS

**Reinstatement:** If any premium after the first is not paid to Us by the end of the grace period, subsequent acceptance of premium by Us or any agent of Ours authorized by Us to accept such premium, without requiring an application for reinstatement, shall reinstate the Policy. However, if We or Our agent require an application for reinstatement and issue a conditional receipt for the premium paid, the Policy will be reinstated upon Our approval or, lacking such approval, upon the 45<sup>th</sup> day following the date of the conditional receipt unless We provide written notification to the Policyholder prior to that date that the application is disapproved. The reinstated Policy shall cover only loss resulting from accidental Injury as may be sustained after the date of reinstatement. In all other respects We and the Policyholder shall have the same rights under the Policy as We had immediately before the due date of the defaulted premium, subject to the provisions of any rider which may be attached in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

## TERMINATION

**Termination of Policy:** We may terminate this Policy if We do not receive any premium when due in accordance with the Grace Period provision of the Policy.

Either party may terminate this Policy upon 30 days advance written notice, if the other party breaches its obligations and fails to cure that breach to the other party's reasonable satisfaction within that 30 day notice period.

Either party may terminate this Policy, with or without prior notice, effective as of midnight prior to the date that the other party:

- (a) ceases doing business as a going concern;
- (b) makes an assignment for the benefit of creditors;
- (c) admits in writing that it is unable to pay debts as they come due; or
- (d) consents to the appointment of a trustee or receiver; or if a trustee or receiver is appointed pursuant to applicable Federal or State bankruptcy, insolvency or similar laws.

We may terminate this Policy, upon not less than 30 days written notice if the Employer fails to comply with a material plan provision relating to the Employer's premium contribution or group participation rules or if We determine there has been a material change affecting the risk assumed under this Policy.

Upon written notice, We may terminate or rescind the Policy or the coverage on a Covered Person for fraud or misrepresentation by the Employer or a Covered Person of material fact concerning the Employer or Covered Person.

After the Policy has been in force for 12 months, either party may terminate the Policy upon 30 days advance written notice.

**Termination of Policy Because of Inability to Perform Obligations:** The Policy may be immediately suspended or terminated by written notice to the other party if either party is unable to perform its obligations for reasons beyond its control, including:

- (a) complete or partial destruction of facilities or equipment;
- (b) lockout, strike, riot, war, act of God, or any ordinance, law, order or decree of any governmental authority.

Neither party will be required to perform its duties nor be liable for any damages arising from the suspension or termination of this Policy pursuant to this provision.

Once this Policy terminates, the insurance it provides will end automatically.



## POLICY PROVISIONS

**Entire Contract:** The contract between the parties consists of:

- (a) the Policy and any amendments; and
- (b) the application of the Policyholder, a copy of which is attached to and made a part of the Policy when issued, as may be amended during the term of this Policy; and
- (c) the Certificates, and the endorsements or riders which are attached to and made a part of the Policy when issued; as may be amended during the term of this Policy; and
- (d) the enrollment forms, if any, of each Covered Person.

All statements made by the Policyholder and persons insured under the Policy will be deemed representations and not warranties. No statement will be used in any contest unless it is in writing, signed by the person making it and a copy of it is given to the person who made it, or, in the event of the death or incapacity of the Covered Person, to the Covered Person's beneficiary or personal representative.

**Incontestability:** The validity of this Policy shall not be contested, except for nonpayment of premium, after it has been in force for three years from the Policy Effective Date.

**Certificate:** We will give individual Certificates of Insurance to the Policyholder, in electronic or paper form, for delivery to persons covered under the Policy, which will explain the important features of the Policy, who is covered under the Policy, and to whom benefits are payable.

**Changes to the Policy:** The Policyholder owns the Policy. We may change any or all of the provisions of this Policy by notifying the Policyholder. We must give the Policyholder at least 31 days advance written notice of any change, unless the Policyholder accepts an amendment during that period. The Policy may also be changed in whole or in part when there is any change in laws or regulations which affect Our obligations under the Policy. A change must be approved by one of Our executive officers. No agent can change the Policy or waive any of its provisions. Payment of the applicable premium following any change of this Policy in accordance with this section shall constitute acceptance of that change.

**Agency:** For all purposes of this Policy, the Policyholder or third party administrator acts on its own behalf or as an agent of the employee. Under no circumstances will the Policyholder or third party administrator be deemed an agent of The Hartford Life and Accident Insurance Company.

**Data to Be Furnished:** The Policyholder will give us all information We need regarding matters pertaining to the insurance. At any reasonable time while the Policy is in force and for one year after that, We may inspect any of the Policyholder's documents, books, or records which may affect the insurance or premiums of this Policy.

If the Policyholder gives us any incorrect information, the relevant facts will be reviewed 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 or covered individual. Any required adjustment may be made in coverage, premiums or benefits. However, payment of premium by or on behalf of an ineligible person will not entitle that person to coverage.

**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:

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

## **POLICY PROVISIONS**

**No Replacement for Workers' Compensation:** The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

**Time Periods:** All periods begin and end at 12:01 a.m., standard time, at the Policyholder's address.

**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.califega.org](http://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.**

## GROUP CRITICAL ILLNESS INSURANCE POLICY

### HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

One Hartford Plaza  
Hartford, Connecticut 06155  
(A stock insurance company)



The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries.

Will pay benefits according to the conditions of this Policy.

**Policyholder:** City of Chula Vista  
**Policy Number:** 874904  
**Policy Effective Date:** January 1, 2018  
**Policy Issue State:** California  
**Policy Anniversary Date:** January 1<sup>st</sup>  
**Premium Due Date:** first of each month

#### READ YOUR POLICY CAREFULLY.

This is a legal contract between the Policyholder and Us. We agree to provide the rights and benefits of this Policy according to its conditions and provisions.

This Policy is issued to the Policyholder in consideration of the Policyholder's application, a copy of which is attached and made part of the Policy, and payment of premiums.

**Right to Return This Policy.** If, for any reason, you are not satisfied with this Policy, you can return it to us at Our home office within 30 days after you receive it. At that time, you should ask us in writing to cancel it. We will consider this Policy as if it never existed. Any premium paid will be refunded.

**This is a supplement to health insurance. It is not a substitute for essential health benefits or minimum essential coverage as defined in federal health law.**

PLEASE BE ADVISED THAT YOU RETAIN ALL RIGHTS WITH RESPECT TO YOUR POLICY/CERTIFICATE AGAINST YOUR ORIGINAL INSURER IN THE EVENT THE ASSUMING INSURER IS UNABLE TO FULFILL ITS OBLIGATIONS. IN SUCH EVENT YOUR ORIGINAL INSURER REMAINS LIABLE TO YOU NOTWITHSTANDING THE TERMS OF ITS ASSUMPTION AGREEMENT.

This Policy is delivered in and governed by the laws of California. The Policy may be inspected at the office of the Policyholder.

Signed for Hartford Life and Accident Insurance Company at Hartford, Connecticut.

A handwritten signature in black ink, appearing to read "Lisa Levin".

Lisa Levin, Secretary

A handwritten signature in black ink, appearing to read "Michael Concannon".

Michael Concannon, President

**Notice to buyer: The Policy is a specified disease policy. The Policy provides limited benefits. Benefits provided are supplemental and are not intended to substitute for medical coverage or disability insurance.**

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## INCORPORATION PROVISION

**Incorporation Provision:** The following forms are incorporated in and made part of this Policy:

Certificate(s) of Insurance

Rider(s)

Form GBD-2700 (CA) (874904) VCI 1.06

The following provisions in the Certificate(s) and/or any Certificate amendments, endorsements or riders apply to the employees of the Policyholder:

- 1) the benefit plan provisions;
- 2) benefit amounts and limits;
- 3) the eligibility and effective date of insurance rules;
- 4) the termination of insurance rules;
- 5) general provisions;
- 6) exclusions; and
- 7) other Certificate provisions pertaining to California insurance requirements.

## PREMIUM PROVISIONS

**Payment of Premiums:** The Policyholder must pay premiums to The Company at the location chosen by Us. The first premium is due on the Policy Effective Date. Subsequent premiums are due on the Premium Due Date.

The premium for additional, increased or reduced or terminated insurance may cause a pro-rata adjustment on the next Premium Due Date.

**Initial Monthly Premium Rates:** The initial monthly premium rates to be charged for employee coverage and/or Dependent coverage, if applicable, are shown on the following pages.

Premiums are based on the employee's:

- 1) age on his or her effective date and thereafter on each Policy Anniversary date;
- 2) occupational class.

**Monthly Premium Rate Guarantee:** Initial Monthly Premium rates are guaranteed as follows:

<b>Benefit</b>	<b>Rate Guarantee Period</b>
Critical Illness	36 months

The Rate Guarantee supersedes only those provisions appearing elsewhere in this Policy which give Us the right to change premium rates, and then, only for the period of time for which the rates are guaranteed. However, we may change premium rates during the Rate Guarantee Period for the reasons disclosed in Our Right to Change Premium Rates section of the Policy.

**Our Right to Change Premium Rates:** The premium is based on the premium rate and the amount of insurance in effect for the month reported on the premium due date. We will furnish premium rates to the Policyholder with an explanation of how to apply them.

After the initial monthly premium rates have been in effect for 12 months from the Policy Effective Date, We have the right to recalculate any premium rate.

However, We also have the right to recalculate the initial or any subsequent monthly premium rate when any of the following occurs:

- 1) the terms of the Policy change;
- 2) the number of employees changes by more than 10% in a 12 month period;
- 3) one or more classes are added or deleted from this Policy;

Unless Our liability changes:

- 1) We will not change the rates more than once in any period of 12 consecutive months; and
- 2) We will give the Policyholder 31 days advance written notice of an increase in rates.



## PREMIUM PROVISIONS

**Reinstatement:** If any premium after the first is not paid to Us by the end of the Grace Period, subsequent acceptance of premium by Us or any agent of Ours authorized by Us to accept such premium, without requiring an application for reinstatement, shall reinstate the Policy. However, if We or Our agent require an application for reinstatement and issue a conditional receipt for the premium paid, the Policy will be reinstated upon Our approval or, lacking such approval, upon the 45<sup>th</sup> day following the date of the conditional receipt unless We provide written notification to the Policyholder prior to that date that the application is disapproved. The reinstated Policy shall cover only a Critical Illness Diagnosed after the date of reinstatement. In all other respects We and the Policyholder shall have the same rights under the Policy as We had immediately before the due date of the defaulted premium, subject to the provisions of any rider which may be attached in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

## TERMINATION

**Termination of Policy:** We may terminate this Policy if We do not receive any premium when due in accordance with the Grace Period provision of the Policy.

Either party may terminate this Policy upon 30 days advance written notice, if the other party breaches its obligations and fails to cure that breach to the other party's reasonable satisfaction within that 30 day notice period.

Either party may terminate this Policy, with or without prior notice, effective as of midnight prior to the date that the other party:

- 1) ceases doing business as a going concern;
- 2) makes an assignment for the benefit of creditors;
- 3) admits in writing that it is unable to pay debts as they come due; or
- 4) consents to the appointment of a trustee or receiver; or if a trustee or receiver is appointed pursuant to applicable Federal or State bankruptcy, insolvency or similar laws.

We may terminate this Policy, upon not less than 30 days written notice if the Policyholder fails to comply with a material plan provision relating to the Policyholder's premium contribution or group participation rules or if We determine there has been a material change affecting the risk assumed under this Policy.

Upon written notice, We may terminate or rescind the Policy or the coverage on a Covered Person for fraud or misrepresentation by the Policyholder or a Covered Person of material fact concerning the Policyholder or Covered Person.

After the Policy has been in force for 12 months, either party may terminate the Policy upon 30 days advance written notice.

**Termination of Policy Because of Inability to Perform Obligations:** The Policy may be immediately suspended or terminated by written notice to the other party if either party is unable to perform its obligations for reasons beyond its control, including:

- 1) complete or partial destruction of facilities or equipment;
- 2) lockout, strike, riot, war, act of God, or any ordinance, law, order or decree of any governmental authority.

Neither party will be required to perform its duties nor be liable for any damages arising from the suspension or termination of this Policy pursuant to this provision.

Once this Policy terminates, the insurance it provides will end automatically.

## POLICY PROVISIONS

**Entire Contract:** The contract between the parties consists of:

- 1) the Policy and any amendments; and
- 2) the application of the Policyholder, a copy of which is attached to and made a part of the Policy when issued; and
- 3) the Certificates, and the endorsements or Riders which are attached to and made a part of the Policy when issued; as may be amended during the term of this Policy; and
- 4) the individual applications, if any, of each Covered Person.

All statements made by the Policyholder and persons insured under the Policy will be deemed representations and not warranties. No statement will be used in any contest unless it is in writing, signed by the person making it, approved by an executive officer of Us, and a copy of it is given to the person who made it, or, in the event of the death or incapacity of the Covered Person, to the Covered Person's beneficiary or personal representative.

**Time Limit on Certain Defenses:** After this Policy has been in force for a period of three years, no statements of the Policyholder contained in the application, and no statement relating to insurability made by any employee eligible for coverage under the Policy shall be used to deny a claim or in contesting the validity of the insurance with respect to which such statement was made after the insurance has been in force for a period of three years during the lifetime of the person with respect to whom any such statement was made.

No claim for loss incurred or disability (as defined in the Policy) commencing after three years from the effective date of the insurance coverage with respect to which the claim is made shall be reduced or denied on the ground that a disease or physical condition, not excluded from coverage by name or specific description effective on the date of loss, had existed prior to the effective date of the coverage with respect to which the claim is made.

**Grace Period:** A Grace Period of 60 days will be granted for the payment of each premium falling due after the first premium, during the Grace Period the Policy shall continue in force. If the entire premium is not paid by the end of the Grace Period, this Policy will terminate.

If the Policyholder gives Us written advance notice of an earlier cancellation date, the Policy will terminate on the earlier date; but no such termination will take effect during any period for which the required premium has been paid to us.

### **Physical Examination and Autopsy**

We have the right to have the Covered Person examined by a Physician approved by Us, as often as reasonably necessary while a claim is pending. We may also have an autopsy done, unless prohibited by law. Any examinations or autopsies that We require will be done at Our expense.

### **Legal Actions:**

No legal action may start:

- 1) until 60 days after proof of loss has been given;
- 2) more than 3 years after the time proof of loss is required to be given.

### **Misstatement of Age:**

If the age of any Covered Person has been misstated:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

## POLICY PROVISIONS

**Certificate:** We will give individual Certificates of Insurance to the Policyholder, in electronic or paper form, for delivery to persons covered under the Policy, which will explain the important features of the Policy, who is covered under the Policy, and to whom benefits are payable.

**Changes to the Policy:** The Policyholder owns the Policy. We may change any or all of the provisions of this Policy by notifying the Policyholder. We must give the Policyholder at least 31 days advance written notice of any change, unless the Policyholder accepts an amendment during that period. The Policy may also be changed in whole or in part when there is any change in laws or regulations which affect Our obligations under the Policy. A change must be approved by one of Our executive officers. No agent can change the Policy or waive any of its provisions. Payment of the applicable premium following any change of this Policy in accordance with this section shall constitute acceptance of that change.

**Data to Be Furnished:** The Policyholder will give us the information shown below which We may need regarding matters pertaining to the insurance.

The Policyholder will, upon Our request, provide Us with:

- 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; and
- 4) the names of all persons whose eligibility or insurance is terminated.

If the provided information noted above is inaccurate or incorrect, the relevant facts will be reviewed with the Policyholder to correctly 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 or covered individual. Any required adjustment may be made in coverage, premiums or benefits. However, payment of premium by or on behalf of an ineligible person will not entitle that person to coverage.

**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.

**No Replacement for Workers' Compensation:** The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

**Time Periods:** All periods begin and end at 12:01 a.m., standard time, at the Policyholder's address.

**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.califega.org](http://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.**