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SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated _____ and is between the County of Fresno, a Political Subdivision of the State of California, hereinafter referred to as "County", and Standard Insurance Company, an Oregon Corporation whose address is 1100 SW 6th Avenue, Portland, OR 97204, hereinafter referred to as "Contractor".

Recitals

WHEREAS, the County of Fresno wishes to provide Long Term Disability Insurance coverage to its Department Heads, Assistant Department Heads, Senior Management, Senior Management Supervisors, and Management employees (collectively, "Management"); and

WHEREAS, the Department of Human Resources staff, with assistance from County's broker of record, USI Insurance Services, solicited bids to provide County-paid Long Term Disability insurance for County Management, and Contractor submitted the most responsive bid; and

WHEREAS, this Agreement will provide County-paid Long Term Disability insurance for Management;

The County and Contractor therefore agree as follows:

Article 1

Contractor's Services

1.1 **Scope of Services.** The Contractor shall perform all the services provided in Exhibit A to this Agreement, titled "Scope of Services."

1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

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Article 2

County's Responsibilities

2.1 **Policy Administration.** County will maintain all enrollment and billing records for the long term disability policy (as applicable), described in Exhibit F, titled "Group Long Term Disability Insurance Certificate", including the following:

(A) Set up payroll deductions.

(B) Pay all premiums to the insurance company with supporting documentation.

2.2 **Claim Administration.** Upon receipt of notice of a potential claim under a policy, County will confirm the affected employee's eligibility for coverage and provide required claim documentation at Contractor's request. Contractor shall be responsible for all claim reviews, determinations and payments.

Article 3

Compensation, Invoices, and Payments

3.1 County agrees to pay, and Contractor agrees to receive, compensation for the performance of its services under this Agreement as described in Exhibit B to this Agreement, titled "Compensation.

3.2 **Maximum Compensation.** There is no aggregate limit on the compensation that Contractor may receive under this Agreement. The Contractor acknowledges that the County is a local government entity, and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that the Contractor may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. The Contractor further acknowledges that County employees have no authority to pay the Contractor except as expressly provided in this Agreement.

3.3 **Invoices.** Invoices are not required of the Contractor under this Agreement.

3.4 **Payment.** County shall remit premiums to Contractor on a biweekly basis for each insured Member (as defined in this Agreement) who receives pay. Such premiums shall be remitted by County to Contractor within 90 days of the collection of premiums, to the Contractor's

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remittance address.

3.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement.

Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective on April 1, 2026 and terminates on December 31, 2028, except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension," below.

4.2 **Extension.** The term of this Agreement may be extended for no more than two (2), one-year periods only upon written approval of both parties at least 30 days before the first day of the next one-year extension period. The Director of Human Resources or his or her designee is authorized to sign the written approval on behalf of the County based on the Contractor's satisfactory performance. The extension of this Agreement by the County is not a waiver or compromise of any default or breach of this Agreement by the Contractor existing at the time of the extension whether or not known to the County.

Article 5

Notices

5.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

For the County:	**For the Contractor:**
Director of Human Resources	Account Manager
County of Fresno	Standard Insurance Company
2220 Tulare Street, 14th Floor	1100 SW Sixth Ave
Fresno, CA 93721	Portland, OR 97204
Email Address: HRBenefits@FresnoCountyCA.gov	Email: quickresponse@standard.com
Fax: (559) 455-4787	

5.2 **Change of Contact Information.** Either party may change the information in section 5.1 by giving notice as provided in section 5.3.

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5.3 **Method of Delivery.** Each notice between the County and the Contractor provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(D) A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.

5.4 **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Article 6

Termination and Suspension

6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County, upon at least 30 days' advance written notice to the Contractor, may:

(A) Modify the services provided by the Contractor under this Agreement; or

(B) Terminate this Agreement.

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6.2 **Termination for Breach.**

(A) Upon determining that a breach (as defined in paragraph (C) below) has occurred, the County may give written notice of the breach to the Contractor. The written notice may suspend performance under this Agreement, and must provide at least 30 days for the Contractor to cure the breach.

(B) If the Contractor fails to cure the breach to the County's satisfaction within the time stated in the written notice, the County may terminate this Agreement immediately.

(C) For purposes of this section, a breach occurs when, in the determination of the County, the Contractor has:

(1) Obtained or used funds illegally or improperly;

(2) Failed to comply with any part of this Agreement;

(3) Submitted a substantially incorrect or incomplete report to the County; or

(4) Improperly performed any of its obligations under this Agreement.

6.3 **Termination without Cause.** In circumstances other than those set forth above, the County may terminate this Agreement by giving at least 30 days advance written notice to the Contractor.

6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County under this Article 6 is without penalty to or further obligation of the County.

6.5 **County's Rights upon Termination.** Upon termination for breach under this Article 6, the County may demand repayment by the Contractor of any monies disbursed to the Contractor under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. The Contractor shall promptly refund all such monies in a mutually agreed upon timeframe. This section survives the termination of this Agreement.

Article 7

Independent Contractor

7.1 **Status.** In performing under this Agreement, the Contractor, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint

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venturer, partner, or associate of the County.

7.2 **Verifying Performance**. The County has no right to control, supervise, or direct the manner or method of the Contractor's performance under this Agreement, but the County may verify that the Contractor is performing according to the terms of this Agreement.

7.3 **Benefits**. Because of its status as an independent contractor, the Contractor has no right to employment rights or benefits available to County employees. The Contractor is solely responsible for providing to its own employees all employee benefits required by law. The Contractor shall save the County harmless from all matters relating to the payment of Contractor's employees, including compliance with Social Security withholding and all related regulations.

7.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement, the Contractor may provide services to others unrelated to the County.

Article 8

Indemnity and Defense

8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to the performance or failure to perform by the Contractor (or any of its officers, agents, subcontractors, or employees) under this Agreement. The County may conduct or participate in its own defense without affecting the Contractor's obligation to indemnify and hold harmless or defend the County.

8.2 **Survival.** This Article 8 survives the termination of this Agreement.

Article 9

Insurance

9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this Agreement.

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Article 10

Inspections, Audits, and Public Records

10.1 **Inspection of Documents.** The Contractor shall make available to the County, and the County may examine at any time during business hours and as often as the County deems necessary, all of the Contractor's records and data with respect to the matters covered by this Agreement, excluding attorney-client privileged communications. The Contractor shall, upon request by the County, permit the County to audit and inspect all of such records and data to ensure the Contractor's compliance with the terms of this Agreement.

10.2 **State Audit Requirements.** If the compensation to be paid by the County under this Agreement exceeds $10,000, the Contractor is subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three years after final payment under this Agreement. This section survives the termination of this Agreement.

10.3 **Public Records.** The County is not limited in any manner with respect to its public disclosure of this Agreement or any record or data that the Contractor may provide to the County. The County's public disclosure of this Agreement or any record or data that the Contractor may provide to the County may include but is not limited to the following:

(A) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose this Agreement to the public or such governmental agency.

(B) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that the Contractor may provide to the County, unless such disclosure is prohibited by court order.

(C) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure under the Ralph M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

(D) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure as a public record under the California Public Records Act

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(California Government Code, Title 1, Division 7, Chapter 3.5, beginning with section 6250) ("CPRA").

(E) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure as information concerning the conduct of the people's business of the State of California under California Constitution, Article 1, section 3, subdivision (b).

(F) Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that the Contractor may provide to the County shall be disregarded and have no effect on the County's right or duty to disclose to the public or governmental agency any such record or data.

10.4 **Public Records Act Requests.** Contractor owns all the proprietary business records created in the course of administering the group insurance policies, including, but not limited to, underwriting, sales and claims administration. As a result, Contractor's records are subject to privacy laws; we may only share information with the County as allowed by law, and, in most cases, cannot provide copies of claimant personal information without the individual's written authorization (other than claim benefit payment details related to claims experience and not including medical diagnosis or information).

Contractor agrees to abide by law applicable to the company and to the products provided. Contractor will retain and disclose records pursuant to applicable law, which may not include the public records laws applicable to the County.

If the County receives a written or oral request under the CPRA to publicly disclose any record that is in the Contractor's possession or control, and which the County has a right, under any provision of this Agreement or applicable law, to possess or control, then the County may demand, in writing, that the Contractor deliver to the County, for purposes of public disclosure, the requested records that may be in the possession or control of the Contractor. Within five business days after the County's is received by the Contractor, the Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's possession or control, together with a written statement that the Contractor, after conducting a diligent search, has produced all

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requested records that are in the Contractor's possession or control, or (b) provide to the County a written statement that the Contractor, after conducting a diligent search, does not possess or control any of the requested records. The Contractor shall cooperate with the County with respect to any County demand for such records. If the Contractor wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the County and assert the exemption by citation to specific legal authority within the written statement that it provides to the County under this section. The Contractor's assertion of any exemption from disclosure is not binding on the County, but the County will give at least 10 days' advance written notice to the Contractor before disclosing any record subject to the Contractor's assertion of exemption from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption, failure to produce any such records, or failure to cooperate with the County with respect to any County demand for any such records.

Article 11

Disclosure of Self-Dealing Transactions

11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation, or changes its status to operate as a corporation.

11.2 **Duty to Disclose. I**f any member of the Contractor's board of directors is party to a self-dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to the County before commencing the transaction or immediately after.

11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is a party and in which one or more of its directors, as an individual, has a material financial interest.

Article 12

General Terms

12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this Agreement may not be modified, and no waiver is effective, except by written agreement signed by both parties. The Contractor acknowledges that County employees have no authority to modify

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this Agreement except as expressly provided in this Agreement.

12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

12.3 **Governing Law.** The laws of the State of California govern all matters arising from or related to this Agreement.

12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County, California. Contractor consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.

12.5 **Construction.** The final form of this Agreement is the result of the parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.

12.6 **Days.** Unless otherwise specified, "days" means calendar days.

12.7 **Headings.** The headings and section titles in this Agreement are for convenience only and are not part of this Agreement.

12.8 **Severability.** If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the parties' original intent.

12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military status or veteran status pursuant to all applicable State of California and federal statutes and regulation.

12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation of the Contractor under this Agreement on any one or more occasions is not a waiver of performance of any continuing or other obligation of the Contractor and does not prohibit

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enforcement by the County of any obligation on any other occasion.

12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement between the Contractor and the County with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits. Below is a list of exhibits to this Agreement:

(A) Exhibit A – "Scope of Services"

(B) Exhibit B – "Compensation"

(C) Exhibit C – "Self-Dealing Transaction Disclosure Form"

(D) Exhibit D – "Insurance Requirements"

(E) Exhibit E – "Data Security"

(F) Exhibit F – "Group Long Term Disability Insurance Certificate"

12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.

12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

(A) The Contractor is duly authorized and empowered to sign and perform its obligations under this Agreement.

(B) The individual signing this Agreement on behalf of the Contractor is duly authorized to do so and his or her signature on this Agreement legally binds the Contractor to the terms of this Agreement.

12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by electronic signature as provided in this section.

(A) An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned

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and transmitted (for example by PDF document) version of an original handwritten signature.

(B) Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

(C) The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

(D) Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

(E) This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

[*SIGNATURE PAGE FOLLOWS*]

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The parties are signing this Agreement on the date stated in the introductory clause.

Standard Insurance Company

03/03/2026

Jill Schlofer
AVP, Implementation & Enrollment
1100 SW Sixth Ave
Portland, OR 97204

County of Fresno

Garry Bredefeld, Chairman of the Board of Supervisors of the County of Fresno

Attest:
Bernice Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: _____
Deputy

For accounting use only:

Org No.: 89250200
Account No.: 7295
Fund No.: 1060
Subclass No.: 10000

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Exhibit A

Scope of Services

A1. Contractor shall provide noncontributory Long-term Disability (hereafter "LTD") Insurance coverage to all members through a group insurance policy issued by Contractor, as described in Exhibit F (Group Long Term Disability Insurance Certificate).

A2. A Member is a regular management employee of the County who is actively At Work at least 20 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days) and a citizen or resident of the United States or Canada. A Member is not a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

A3. Contractor shall pay the County's matching Federal Insurance Contributions Act (FICA) taxes and prepare W-2s for members receiving LTD Benefits.

A4. Contractor shall provide Employee Assistance Program services including three (3) face-to-face counseling sessions per issue, per twelve (12) month period, to all active Regular Management Employees who receive LTD insurance coverage under this Agreement. There will be no additional charge for these services.

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Exhibit B

Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

B1. From April 1, 2026, through December 31, 2028, Contractor shall receive 0.123% of the first $11,539 of each insured Member's covered payroll per biweekly pay period.

B2. From January 1, 2029, through December 31, 2029, Contractor shall receive 0.123% of the first $11,539 of each insured Member's covered payroll per biweekly pay period, if the incurred loss ratio is .75 or less for the 12-month period ending on December 31, 2028.

B3. From January 1, 2030, through December 31, 2030, Contractor shall receive 0.123% of the first $11,539 of each insured Member's covered payroll per biweekly pay period, if the incurred loss ratio is .75 or less for the 12-month period ending on December 31, 2029.

B4. If the incurred loss ratio, as described in subparagraphs B2 and B3 of this Exhibit B, is greater than .75, Contractor may request an increase in their compensation rate, which must be agreed upon in writing by County and Contractor.

B5. For purposes of this Agreement, the Incurred Loss Ratio is equal to the total incurred claims from the inception of the Agreement, divided by the total premiums paid by County to Contractor under this Agreement.

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Exhibit C

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

> "A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

(1) Enter board member's name, job title (if applicable), and date this disclosure is being made.

(2) Enter the board member's company/agency name and address.

(3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:

   a. The name of the agency/company with which the corporation has the transaction; and

   b. The nature of the material financial interest in the Corporation's transaction that the board member has.

(4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

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Exhibit C

(1) Company Board Member Information:			
Name:		**Date:**	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

(A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence and an annual aggregate of Two Million Dollars ($2,000,000), supplemented by an Umbrella policy, with limits of $15,000,000 per occurrence and an annual aggregate of $15,000,000. This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.

(B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.

(C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.

(D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury and for disease.

(E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars ($1,000,000) per claim and an annual aggregate of Three Million Dollars ($3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

(F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence, with an annual aggregate of Four Million Dollars ($4,000,000). This policy must be issued on a per occurrence basis.

(G) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.

Exhibit D

(H) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to –

(i) ***Security Breach***, which may include ***Disclosure*** of ***Personal Information*** to an ***Unauthorized Third Party***;

(ii) data breach;

(iii) breach of any of the Contractor's obligations under Exhibit E of this Agreement;

(iv) system failure;

(v) data recovery;

(vi) failure to timely disclose data breach or ***Security Breach***;

(vii) failure to comply with privacy policy;

(viii) payment card liabilities and costs;

(ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress;

(x) invasion of privacy, including release of private information;

(xi) information theft;

(xii) damage to or destruction or alteration of electronic information;

(xiii) cyber extortion;

(xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including ***Personal Information***;

(xv) fraudulent instruction;

(xvi) funds transfer fraud;

(xvii) telephone fraud;

(xviii) network security;

(xix) data breach response costs, including ***Security Breach*** response costs;

(xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including ***Personal Information***; and

(xxi) credit monitoring expenses.

2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement,

certificates of insurance and endorsements for all of the coverages required under this Agreement.

(i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.

(ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.

(iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

(iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.

(v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

(B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

(C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

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Exhibit D

(D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

(E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.

(F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

(G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

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EXHIBIT E

Data Security

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The Standard's Information Security Program

The Standard's Information Security Management System ("Information Security Program") is ISO 27001:2013 certified by an accredited auditor, which includes a documented and approved Information Security policy with an associated standard based on the internationally recognized set of Information Security policies as defined in ISO 27001/27002.

Additionally, The Standard participates in an annual SSAE 18 (SOC 2 Type II) examination for our scoped retirement and insurance services. At the conclusion we receive a report of the control testing results and findings are prioritized and addressed through our risk management process. The internal control report issued by Institute of Certified Public Accountants (AICPA) is available to customers of The Standard.

The policy and standard represent expressed intent of The Standard's executive management regarding the protection and security of customer, policyholder/participant, and employee information as well as The Standard's approach to meeting its legal and regulatory requirements. Several of the policy and standard sections deal specifically with privacy and security as well as data classification, operational management, data integrity and processing and access management.

NOTE: The scope of our ISO 27001:2013 certification covers our entire security program, as well as subscribing to ANTISOC continuous penetration testing service performed by an independent third-party and remediation processes. In relation to our Retirement Plan services, both the ISO certification and SOC 2 report carry acceptable control objectives recognized by the Data Security Oversight Board (SPARK).

Information Security Team

The Standard has an established Information Security team dedicated to handling security and privacy incidents, the identification and assessment of information security risk, and providing security awareness training opportunities and advisory resources for the company. The AVP & Chief Information Security Officer (CISO) is the officer in charge of the Office of Information Security department and the overall Information Security Program.

The Standard's Office of Information Security department includes over 40 dedicated security personnel, many with internationally recognized security certifications and accreditations. These include Certified Information Systems Security Professional (CISSP), Certified Information Security Manager (CISM), Certified Information Systems Auditor (CISA), among other industry recognized, relevant certifications.

Security Governance

The Standard has an Information Security and Privacy Oversight Group (IPOG) that includes representation from all parts of the business. Part of its charter is to provide governance and direction to the Information Security Program.

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Incident Management and Response

The Standard's security team have formalized procedures for responding to security incidents that leverage industry best practices. Security incidents and suspected breaches are reported to our Security Operations Center who respond to security and privacy-related incidents reported. Incidents are thoroughly investigated through our Security Incident Management Process according to our written Cybersecurity Incident Response Plan (CSIRP). The CSIRP aligns with industry best practice for security incident handling and response, including NIST SP 800-61.

Breach Notification

While we do not disclose details to unaffected parties of any actual or potential data breaches, The Standard is committed to providing timely and appropriate notice to affected individuals and entities should there be a breach of security of private information. The Standard will notify affected individuals in the event The Standard becomes aware of an actual or reasonably suspected unauthorized disclosure of the individual's data that creates a reasonable risk of harm to the individual. This notification will occur as part of the incident response process following The Standard taking any necessary actions needed to contain and mitigate the continuation of the event.

Access Management and Control

The Standard has established access management procedures that require management approval of access and provides for the segregation and separation of duties. The Standard uses industry-standard tools and best practices to validate the identity of information system users, including the use of multi-factor authentication (MFA) for remote access to systems.

The Standard uses the need to know and least privilege principles to enable personnel to service customers without having inappropriate access to other information. Upon termination of employment, user access is revoked (within 24-hours) following established procedures.

Security Awareness Training

All personnel of The Standard must complete privacy and security training upon hire and annually. Training curriculum consists of the following areas: privacy, security awareness, and acceptable system usage, and bi-annual business ethics training. Our Information Security Policy is part of both cybersecurity awareness and acceptable system usage training and made available to all employees on our internal network.

Network Access and Protection

The Standard restricts and controls access between The Standard's network and other networks, including the Internet, using firewalls (network and application) and other commercially available control mechanisms. Personnel are provided secure methods to remotely access the network and systems, which is controlled by MFA. Most employees are approved to remotely access from a corporate owned device our network through our enterprise virtual private network (VPN).

Endpoint Protection

The Standard uses pre-defined operating system builds that have been hardened to meet security requirements as the base for new system installations. We have tech specs for all devices, operating systems, applications, servers, and workstations in our environment.

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Anti-Malware / Anti-Virus Protection

The Standard uses and maintains appropriate anti-malware/anti-virus ("AV") measures to protect our environment infrastructure networks, systems, and corporate devices from viruses and malicious software (malware). The Standard employs a multi-layered AV approach that includes several different AV and extended/endpoint detection & response (XDR/EDR) technologies with intrusion detection and prevention (IDS/IPS) features enabled.

Logging and Monitoring

The Standard records all relevant system activity (including for firewalls, routers, network switches, and operating systems). The Standard logs all systems with logs consolidated on a centralized system and correlated through a Security Information and Event Management (SIEM) solution. We proactively monitor for unauthorized access attempts to its systems and services using industry-standard tools and practices. We use an agent-based end user behavior monitoring technology on all systems to monitor data usage and movement.

Data Protection

The Standard applies a defense-in-depth model to security and maintains physical, technical, and administrative safeguards to protect the integrity, confidentiality, and security of confidential information.

The Standard uses data encryption methods and practices for protecting data in transit over untrusted networks and at rest that meet current industry standards and best practices. Our encryption mechanisms are aligned to those identified in FIPS 140-2 Annex A. Data in non-electronic form is protected using reasonable standards of care that may include, but is not limited to, the use of tamper evident packages and tracking of shipment for printed material.

Data Residence

The Standard's data services are performed in modern, purpose built colo-data centers. The Standard's primary data center is in Oregon with our secondary (disaster recovery, hot-site) data center in Texas. To the best of its ability, The Standard will not transmit or store its data on systems, devices, or in printed form outside the boundaries of the United States and its territories.

Data Destruction / Media Sanitization

When destruction is appropriate, electronic media is either securely wiped or destroyed using methods consistent with NIST SP 800-88 "Guidelines for Media Sanitization" or (pursuant to the guidelines in DoD 5220-M) the Defense Security Service (DSS) "Clearing and Sanitization Matrix (C&SM)". Prior to the disposal of media that stores data, The Standard implements media sanitization practices, including the sanitization of server disks and the shredding of paper documents.

Third-Party Risk Management

The Standard has established a Third-party Risk Management (TPRM) Program with a formal vendor management process. Contractors, sub-contractors, and other third-party providers that provide and/or support services for and by The Standard are required to complete a periodic assessment of their information security, business continuity, and disaster recovery practices.

Third parties that will store, process, or transport data must meet information and business continuity disaster recovery requirements through contracts and service agreements. These terms include requirements to protect data using industry recognized standards and meet service level agreements, including recovery-time objectives and recovery-point objectives, as specified in the contractual documents.

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Vulnerability Management

The Standard utilizes industry leading tools and third-party services to continuously perform vulnerability scanning of the infrastructure and our web applications. The Standard performs Static/Dynamic Application Security Testing (SAST/DAST) on all applications before and after release. Additionally, we perform Software Composition Analysis (SCA) on third-party libraries and components that may be bundled with our applications, with real-time request inspections, to identify malicious or vulnerable instances thereof.

Change Management

The Standard maintains an IT Change Management Program with processes based on current Information Technology Infrastructure Library (ITIL) practices that ensure all system (physical and virtual), application, and service changes/modifications have been appropriately reviewed, tested, and approved by management prior to deployment into production environment.

Physical Security

The Standard physically secures its production data centers and restricts access to only authorized personnel that have a need to access the security areas. The Standard also employs video recording of its data center and maintains these recordings for a reasonable period of time.

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Privacy and Data Safeguarding FAQ

When providing fully insured coverage, The Standard is not a vendor of a policyholder. Instead, we are simply providing you a product. Therefore, The Standard owns all of the proprietary business records created in the course of administering the group insurance policies, including, but not limited to, underwriting, sales and claims administration. As a result, our records are subject to privacy laws. That means we may only share information with you as allowed by law, and, in most cases, we cannot provide copies of claimant personal information without the individual's written authorization (other than claim benefit payment details related to claims experience and not including medical diagnosis or information).

To ensure you have a better understanding of how we protect our data, the following outlines The Standard's practices related to data privacy and safeguarding:

Data Privacy

- **Applicable laws:** The Standard complies with federal and state privacy and data safeguarding laws, data breach laws and cybersecurity laws applicable to insurance and related services The Standard provides, including the Gramm-Leach-Bliley Act and the New York Department of Financial Services cybersecurity regulation.
- **Business Need to Know**: The Standard follows a business need to know policy. Access to personal or other confidential information is restricted to individuals and vendors with a business need to know. This means that access to systems and information is limited and role-based, dependent upon legitimate business need to access information.
- **Data Retention:** The Standard retains records pursuant to applicable insurance and business laws and The Standard's record retention policy. Our records are maintained in accordance with prudent standards of insurance and business record keeping and consistent with applicable law.
- **Third Party Vendors:** A vendor may receive, create or retain information necessary to support business practices performed on The Standard's behalf. Vendors go through a security review when first selected and are subject to ongoing monitoring of their practices. These vendors are required to sign agreements requiring confidentiality over personal information and confirming they will not discuss, use or disclose confidential information beyond a business need to know. Further, they are required to meet specific data security/safeguarding requirements, which are also incorporated into our contracting with them.

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- **Required Training:** Employees and vendors with access to our systems are required to take new employee/vendor business conduct, privacy and data security awareness trainings. These trainings are required to be taken on an ongoing periodic basis.
- **Privacy Notice**: For additional information about how we use and disclose information please see our Privacy Notice posted on our website: https://www.standard.com/about-standard/legal-privacy.

Data Safeguarding

- **Security Standards**: The Standard's Information Security Program is ISO 27001:2013 certified by an accredited auditor. The Standard also receives a SOC 2 Type II report that covers our Information Security Program, which is made available to our customers. The Standard is continually evaluating, adding, and/or upgrading security capabilities that enhance security safeguards and threat detection where possible. The Standard routinely performs threat analysis and risk assessments on our systems. Assessments are done by internal staff as well as at least annually engaging with independent, external parties contracted to perform penetration testing. As a result, we continue to improve security processes and protections for all systems.
- **Information Safeguards**: Our Information Security team ensures the protection of the information assets by understanding the security risks and designing appropriate controls. The Standard maintains a comprehensive program of physical, technical and administrative safeguards to protect the integrity, confidentiality and security of confidential information.
- **Encryption Standards:** The Standard uses data encryption methods and practices for data in transit and at rest that meet current industry standards and best practices. Our encryption mechanisms are aligned to those identified in FIPS 140-2 Annex A.
- **Multi-Factor Authentication:** Corporate desktops and laptops are full-disk encrypted, CIS and Microsoft Security Baseline hardened, use strong authentication patterns, and include our enterprise VPN system, which is controlled by multi-factor authentication (MFA) using domain and certificate for device identification.
- **Security Incidents**: The Standard works hard to protect the confidentiality, security, availability, and integrity of all customer information. We do not disclose specific details relating to security incidents, to protect our other customers. Suspected breaches, paper or electronic, are reported and investigated through our security incident handling process, including our Information Security team. Standard complies with applicable laws pertaining to the notice and reporting of security breaches. In situations where notice is not required, we would notify the impacted individual if we determine that there is a risk of harm to the individual. We offer identity monitoring and recovery services to individuals related to a security incident when we determine appropriate and required by law. As part of our Incident Response program, all personnel are trained to report suspected privacy and security incidents. This

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requirement is reinforced in new employee and annual training as well as other periodic security awareness updates.

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Data Privacy and Information Security Agreement

This Data Privacy and Information Security Agreement ("**DPA**") is made by and between Standard Insurance Company ("**Company**") and the County of Fresno ("**Customer**") (each a "**Party**", together the ("**Parties**") as of _____, 20___ ("**Effective Date**") and sets forth the terms and conditions relating to the privacy, confidentiality and security of personal information.

This DPA also supplements any Master Services Agreement and/or Administrative Services Agreement entered into by the Parties (each the "**Agreement**"). If there is a conflict between the Agreement and this DPA, the terms of this DPA will control.

RECITALS

The Parties agree to the descriptions below, as applicable to the group insurance and/or the non-insurance services provided by Company to Customer.

1. Related to Company providing group insurance, Company is responsible for Company Proprietary Data and is not a "processor" or "service provider" to the Customer to the extent such terms are defined by Applicable Data Privacy Laws. This means Company owns all the business records received or created in the course of providing and administering the group insurance policies, including but not limited to, records related to sales, underwriting and claims administration.

2. Related to the Services performed by Company under the Agreement, Company is a "processor" or "service provider" of Customer, and Customer is the "business" or "controller" as these terms are defined by Applicable Data Privacy Laws.

1. DEFINITIONS

1.1 <u>For the purposes of this DPA, the following terms are defined below</u>:

(a) "**Applicable Data Privacy Laws"** means applicable United States federal and state laws and regulations relating to personal information, including the Gramm-Leach-Bliley Act, and applicable breach notification laws, as they may be amended or replaced. Applicable Data Privacy Laws includes laws and regulations that are enacted and become effective after the Effective Date of this DPA.

(b) **"Company Proprietary Data"** means Company's proprietary business records, which may include information that is shared with Company, and records that are obtained or created by Company in the course of administering and servicing the group insurance policies, including, but not limited to, personal information about individuals for purposes of group insurance including underwriting, sales, and claim records.

(c) **"Customer Personal Information"** means information related to the Services that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, and as may be further defined under Applicable Data Privacy Laws. Customer Personal Information does not include Company Proprietary Data.

(d) **"Processing"** means any operation or set of operations performed on Customer Personal Information, whether by automated means or not. Processing includes, but is not limited to, access, collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination. The terms "Process," "Processes," and "Processed" have the same meaning under this DPA.

(e) "**Sale**" has the meaning set out in the California Privacy Rights Act (CPRA) cited as Cal. Civ. Code § 1798.100 et seq., as and where the CPRA applies. The definition of Sale does not include the disclosure of Customer Personal Information to a Sub-processor pursuant to the terms of this DPA.

(f) **"Security Incident"** means any confirmed unauthorized access, acquisition, alteration, destruction, disclosure, loss, modification, processing, or storage of Customer Personal Information.

(g) "**Services**" means any non-insurance services provided by Company under the Agreement.

(h) "**Sub-processor**" or "**Subcontractor**" means any third party engaged by Company to assist in fulfilling its obligations in providing Services to Customer.

2. SERVICES AND CUSTOMER PERSONAL INFORMATION

2.1 Customer Obligations. Customer understands and agrees it has sole responsibility for the accuracy, quality and legality of Customer Personal Information it shares with Company and how Customer acquired such Customer Personal Information. Customer further understands and agrees that it is responsible for the following obligations related to the Services:

(a) Lawful disclosure by Customer of Customer Personal Information to Company.

(b) Customer's own compliance with Applicable Data Privacy Laws in connection with the Services and Customer's collection and Processing of Customer Personal Information.

(c) Customer's instructions to Company related to Customer Personal Information which must comply with Applicable Data Privacy Laws.

(d) Customer to respond to individuals' requests related to their privacy rights involving Customer Personal Information under Applicable Data Privacy Laws.

2.2 Company Obligations. Company understands and agrees it has responsibility for the obligations addressed below.

(a) **Processing**. Except where otherwise permitted or required by law, Company will Process Customer Personal Information (i) in accordance with Customer's instructions as documented in the Agreement and any associated services agreements and (ii) for the purposes of providing and optimizing the Services to Customer and Company's offerings.

(b) **Additional Processing.** Company will not Process Customer Personal Information outside the scope of the Agreement without further agreement between the Parties. Any Processing of Customer Personal Information required by Customer outside of the scope of the Agreement will require prior written agreement between the Parties, including any additional fees that Customer may be required to pay Company.

(c) **Sale of Customer Personal Information**. Company will not engage in the Sale of Customer Personal Information.

(d) **Sub-processors**. Customer agrees that Company may engage third-party Sub-processors to Process Customer Personal Information on Company's behalf. Company will impose on such Sub-processors data protection terms that protect the Customer Personal Information to an equivalent standard provided for by this DPA. Sub-processor access will be limited to the purpose for which they have been contracted.

(e) **Cooperation and Privacy Rights.** While it is the Customer's responsibility to respond to individuals' requests related to their privacy rights involving Customer Personal Information under Applicable Data Privacy Laws, upon Customer's written request Company will provide reasonable assistance to Customer to enable Customer to respond to individuals' requests. If a request is made directly to Company, Company will promptly inform the individual to contact the Customer to make the request.

2.3 Sharing of Customer Personal Information. If Customer provides a written request instructing Company to share Customer Personal Information with a third party designated by Customer ("**Recipient**"), then Customer will:

(a) Ensure that Customer has obtained all necessary rights, consents, and authority to direct such sharing;

(b) Ensure that Recipient has appropriate authority to receive Customer Personal Information, and that Recipient will implement and maintain reasonable security measures to safeguard Customer Personal Information in accordance with Applicable Data Privacy Laws;

(c) Indemnify and hold Company harmless from any and all liability, loss, damages, fines, penalties and costs, including reasonable expenses and reasonable attorney's fees, which Standard, its officers, agents and employees may sustain by reason of 1) Customer or Recipient's negligence, intentional wrongdoing, fraud or criminal conduct, 2) Customer's written instructions to Company to share Customer Personal Information with Recipient, 3) Recipient's Security Incident involving Customer Personal Information, or 4) any other material violations of this section 2.3.

3. SECURITY MANAGEMENT

3.1 Confidentiality. Company agrees to comply with Applicable Data Privacy Laws to protect Customer Personal Information and Company Proprietary Data. Access to Customer Personal Information and Company Proprietary Data will be limited based on the business

need-to-know principle. Business need-to-know also applies to use, retention and disclosure of Customer Personal Information and Company Proprietary Data.

3.2 Information Security. Company agrees to maintain appropriate administrative, technical and organizational security measures to safeguard the security of Customer Personal Information and Company Proprietary Data. Company will maintain an information security and risk management program based on generally recognized industry standards and practices designed to preserve the confidentiality, integrity and accessibility of Customer Personal Information and Company Proprietary Data, with measures designed to protect Customer Personal Information and Company Proprietary Data from a Security Incident. Standard's Information Security Program minimally will be compliant with ISO 27001:2013 certified.

3.3 Security Incidents. Upon becoming aware of a Security Incident, Company will provide timely notification to Customer of the Security Incident in accordance with Applicable Data Privacy Laws. Company will provide information to Customer to enable Customer to respond to the incident and fulfil any data breach reporting obligations.

3.4 Deletion or Return of Data. Company will maintain Customer Personal Information and Company Proprietary Data in accordance with prudent standards of insurance and business record keeping and consistent with applicable laws. Upon termination or expiration of the Agreement and upon written request from Customer, Company will delete or return to Customer at Customer's election, Customer Personal Information to the extent such election is consistent with applicable insurance and/or business laws and Company's record retention policy.

4. TERM

4.1 Term: The term of this DPA will be effective as of the Effective Date and terminate when the group insurance policies are terminated by Customer or by Company.

Signed on behalf of STANDARD INSURANCE COMPANY

Signature _____

Name Jill Schlofer

Title AVP, Implementation & Enrollment

Date 03/03/2026

Signed on behalf of the County of Fresno

Signature _____

Name Garry Bredefeld

Title Chairman of the Board of Supervisors of the County of Fresno

Date _____

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EXHIBIT F

Group Long Term Disability Insurance Certificate

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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.

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COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

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

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

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at www.califega.org, or contact either of the following:

The California Life and Health Insurance
Guarantee Association
PO Box 16860
Beverly Hills, CA 90209-3319
(323) 782-0182

California Department of Insurance
Consumer Communications Bureau
300 South Spring Street
Los Angeles CA 90013
(800) 927-4357

Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.

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CALIFORNIA NOTICE OF COMPLAINT PROCEDURE

Should any dispute arise about your premium or about a claim that you have filed, write to the company that issued the group policy at:

Standard Insurance Company
PO Box 711
Portland, OR 97207
(971) 321-7000

If the problem is not resolved, you may also write to the State of California at:

Department of Insurance
Consumer Services Division
300 S. Spring Street, 11th FL
Los Angeles, CA 90013
1-800-927-HELP (4357)

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

This notice of complaint procedure is for information only and does not become a part or condition of this group policy/certificate.

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STANDARD INSURANCE COMPANY

A Stock Life Insurance Company
900 SW Fifth Avenue
Portland, Oregon 97204-1282
(503) 321-7000

CERTIFICATE

GROUP LONG TERM DISABILITY INSURANCE

Policyholder:	County of Fresno
Policy Number:	759065-A
Effective Date:	April 1, 2021

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

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

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

President and CEO

GC190-LTD/S399

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COVERAGE FEATURES

This section contains many of the features of your long term disability (LTD) insurance. Other provisions, including exclusions, limitations, and Deductible Income, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

GENERAL POLICY INFORMATION

Group Policy Number:	759065-A
Policyholder:	County of Fresno
Employer(s):	County of Fresno
Group Policy Effective Date:	April 1, 2021
Policy Issued in:	California

Member means:

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

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

Class Definition: None

SCHEDULE OF INSURANCE

Eligibility Waiting Period: You are eligible on the date you become a Member.

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

Own Occupation Period:	The first 36 months for which LTD Benefits are paid.
Any Occupation Period:	From the end of the Own Occupation Period to the end of the Maximum Benefit Period.

LTD Benefit:	60% of the first $25,000 of your Predisability Earnings, reduced by Deductible Income.
Maximum:	$15,000 before reduction by Deductible Income.
Minimum:	$100
Benefit Waiting Period:	180 days

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Maximum Benefit Period: Determined by your age when Disability begins, as follows:

Age	Maximum Benefit Period
61 or younger	To age 65, or to SSNRA, or 3 years 6 months, whichever is longest.
62	To SSNRA, or 3 years 6 months, whichever is longer.
63	To SSNRA, or 3 years, whichever is longer.
64	To SSNRA, or 2 years 6 months, whichever is longer.
65	2 years
66	1 year 9 months
67	1 year 6 months
68	1 year 3 months
69 or older	1 year

Social Security Normal Retirement Age (SSNRA) means your normal retirement age under the Federal Social Security Act, as amended.

PREMIUM CONTRIBUTIONS

Insurance is: Noncontributory

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INSURING CLAUSE

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

LT.IC.CA.1

BECOMING INSURED

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

You are a Member if you are:

1. A regular management employee of the Employer;
2. Actively At Work at least 20 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as you are capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

You are not a Member if you are a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

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

(VAR MBR DEF) LT.BI.OT.1

WHEN YOUR INSURANCE BECOMES EFFECTIVE

A. When Insurance Becomes Effective

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

Noncontributory Insurance

Noncontributory insurance becomes effective on the date you become eligible.

B. Takeover Provisions

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.

LT.EF.OT.1

ACTIVE WORK PROVISIONS

A. Active Work Requirement

You must be capable of Active Work on the day before the scheduled effective date of your insurance or your insurance will not become effective as scheduled. If you are incapable of Active Work because of Physical Disease, Injury, Pregnancy or Mental Disorder on the day before the scheduled effective date of your insurance, your insurance will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing with reasonable continuity the Substantial And Material Acts of your Own Occupation at your Employer's usual place of business.

B. Changes In Insurance

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

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CONTINUITY OF COVERAGE

If your Disability is subject to the Preexisting Condition Exclusion, LTD Benefits will be payable if:

1. You were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy;
2. You became insured under the Group Policy when your insurance under the Prior Plan ceased;
3. You were continuously insured under the Group Policy from the effective date of your insurance under the Group Policy through the date you became Disabled from the Preexisting Condition; and
4. Benefits would have been payable under the terms of the Prior Plan if it had remained in force, taking into account the preexisting condition exclusion, if any, of the Prior Plan.

For such a Disability, the amount of your LTD Benefit will be the lesser of:

a. The monthly benefit that would have been payable under the terms of the Prior Plan if it had remained in force; or

b. The LTD Benefit payable under the terms of the Group Policy, but without application of the Preexisting Condition Exclusion.

Your LTD Benefits for such a Disability will end on the earlier of the following dates:

a. The date benefits would have ended under the terms of the Prior Plan if it had remained in force; or

b. The date LTD Benefits end under the terms of the Group Policy.

(PX) LT.CC.OT.1

WHEN YOUR INSURANCE ENDS

Your insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium contribution was made for your insurance.
2. The date the Group Policy terminates.
3. The date your employment terminates.
4. The date you cease to be a Member. However, your insurance will be continued during the following periods when you are absent from Active Work, unless it ends under any of the above.

   a. During the first 90 days of a temporary or indefinite administrative or involuntary leave of absence or sick leave, provided your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member. A period when you are absent from Active Work as part of a severance or other employment termination agreement is not a leave of absence, even if you are receiving the same Predisability Earnings.

   b. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.

   c. During any other temporary leave of absence approved by your Employer in advance and in writing and scheduled to last 90 days or less. A period of Disability is not a leave of absence.

   d. During the period you are absent from Active Work due to a regularly scheduled school break or vacation.

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e. During the Benefit Waiting Period.

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WAIVER OF PREMIUM

We will waive payment of premium for your insurance while LTD Benefits are payable.

LT.WP.OT.1

REINSTATEMENT OF INSURANCE

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

1. If you cease to be a Member because of a covered Disability following the Benefit Waiting Period, your insurance will end; however, if you become a Member again immediately after LTD Benefits end, the Eligibility Waiting Period will be waived and, with respect to the condition(s) for which LTD Benefits were payable, the Preexisting Condition Exclusion will be applied as if your insurance had remained in effect during that period of Disability.
2. If your insurance ends because you cease to be a Member for any reason other than a covered Disability, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
3. If your insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.
4. The Preexisting Conditions Exclusion will be applied as if insurance had remained in effect in the following instances:
   a. If you become insured again within 90 days.
   b. If required by federal or state-mandated family or medical leave act or law and you become insured again immediately following the period allowed under the family or medical leave act or law.
5. In no event will insurance be retroactive.

LT.RE.OT.2

DEFINITION OF DISABILITY

You are Disabled if you meet the following definitions during the periods they apply:

A. Own Occupation Definition Of Disability.

B. Any Occupation Definition Of Disability.

A. Own Occupation Definition Of Disability

During the Benefit Waiting Period and the Own Occupation Period you are required to be Totally Disabled from your Own Occupation or Partially Disabled from your Own Occupation.

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

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Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to earn 80% or more of your Indexed Predisability Earnings.

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

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

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

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

Your Own Occupation Period is shown in the **Coverage Features**.

B. Any Occupation Definition Of Disability

During the Any Occupation Period you are required to be Totally Disabled from all occupations or Partially Disabled.

1. Total Disability Definition: You are Totally Disabled from all occupations if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to engage with reasonable continuity in Any Occupation.
2. Partial Disability Definition: You are Partially Disabled if you are not Totally Disabled and you are actually working in an occupation but, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to engage with reasonable continuity in that occupation or Any Occupation.

Any Occupation means all occupations or employment which you could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, and physical and mental capacity that exists within any of the following locations: (i) a reasonable distance or travel time from your residence in light of the commuting practices of your community; or (ii) a distance or travel time equivalent to the distance or travel time you traveled to work before becoming Disabled; or (iii) the regional labor market, if you reside or resided prior to becoming Disabled in a metropolitan area.

Your Any Occupation Period is shown in the **Coverage Features**.

(OWN_ANY) LT.DD.CA.1

RETURN TO WORK PROVISIONS

A. Return To Work Incentive

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

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You are eligible for the Return To Work Incentive on the first day you work after the Benefit Waiting Period if LTD Benefits are payable on that date. The Return To Work Incentive changes 24 months after that date, as follows:

1. During the first 24 months, your Work Earnings will be Deductible Income as determined in a., b. and c:
   a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your Work Earnings to that amount.
   b. Determine 100% of your Indexed Predisability Earnings.
   c. If a. is greater than b., the difference will be Deductible Income.
2. After those first 24 months, 50% of your Work Earnings will be Deductible Income.

B. Work Earnings Definition

Work Earnings means your gross monthly earnings from work you perform while Disabled. Work Earnings includes:

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

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

In determining your Work Earnings we:

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

If we determine that your earnings vary substantially from month to month, we may determine your Work Earnings by averaging your earnings over the most recent three-month period. LTD Benefits will end on the date your average Work Earnings over the last three months equal or exceed 80% of your Indexed Predisability Earnings.

B. Family Care Expenses Adjustment

If you must pay Family Care Expenses in order to work, we will reduce the amount of the Work Earnings used in determining your Deductible Income, subject to the following:

1. Your Work Earnings will be reduced by the first $250 per Family Member of the monthly Family Care Expenses you pay, but not to exceed a total of $500 for all Family Members.
2. The Work Earnings and the Family Care Expenses must be for the same period.

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3. You must give us satisfactory proof of the Family Care Expenses you pay.
4. The Work Earnings reduction by Family Care Expenses will end 24 months after it begins.

Family Care Expenses means the amount you pay to a licensed care provider for the care of your Family which is necessary in order for you to work.

Family Member means:

1. Your Child; or
2. Your Spouse, parent, grandparent, sibling, or other close family member residing in your home who is:
   a. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap ; and
   b. Chiefly dependent upon you for support and maintenance.

Child means:

1. Your child residing in your home (including your stepchild, the child of your Spouse and an adopted child), from live birth through age 11; or
2. Your child, age 12 or older, residing in your home (including your stepchild, the child of your Spouse and an adopted child) who is:
   a. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap ; and
   b. Chiefly dependent upon you for support and maintenance.

(NO RESP_FAMILY CR_DOMP) LT.RW.CA.1

REASONABLE ACCOMMODATION EXPENSE BENEFIT

If you return to work in any occupation for any employer, not including self-employment, as a result of a reasonable accommodation made by such employer, we will pay that employer a Reasonable Accommodation Expense Benefit of up to $25,000, but not to exceed the expenses incurred.

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

LT.RA.OT.1

REHABILITATION PLAN PROVISION

While you are Disabled you may qualify to participate in a Rehabilitation Plan. Rehabilitation Plan means a written plan, program or course of vocational training or education that is intended to prepare you to return to work.

To participate in a Rehabilitation Plan you must apply on our forms or in a letter to us. The terms, conditions and objectives of the plan must be accepted by you and approved by us in advance. We have the sole discretion to approve your Rehabilitation Plan.

While you are participating in an approved Rehabilitation Plan, your LTD Benefit will be increased by 10% of your Predisability Earnings. Your LTD Benefit may not exceed the Maximum LTD Benefit shown in the **Coverage Features** as a result of this increase.

An approved Rehabilitation Plan may include our payment of some or all of the expenses you incur in connection with the plan, including:

a. Training and education expenses.

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b. Family care expenses.

c. Job-related expenses.

d. Job search expenses.

(WITH REHAB INC BFT) LT.RH.OT.1

TEMPORARY RECOVERY

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

A. Allowable Periods

1. During the Benefit Waiting Period: a total of 90 days of recovery.
2. During the Maximum Benefit Period: 180 days for each period of recovery.

B. Effect Of Temporary Recovery

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

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

(NEW TR PERIOD) LT.TR.OT.1

WHEN LTD BENEFITS END

Your LTD Benefits end automatically on the earliest of:

1. The date you are no longer Disabled.
2. The date your Maximum Benefit Period ends.
3. The date you die.
4. The date benefits become payable under any other LTD plan under which you become insured through employment during a period of Temporary Recovery.
5. The date you fail to provide proof of continued Disability and entitlement to LTD Benefits.
6. The date your Work Earnings equal or exceed 80% of your Indexed Predisability Earnings.

LT.BE.CA.1

PREDISABILITY EARNINGS

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

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

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1. Contributions you make through a salary reduction agreement with your Employer to:
   a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 408(p), or 457 deferred compensation arrangement; or
   b. An executive nonqualified deferred compensation arrangement.
2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Predisability Earnings does not include:

1. Bonuses.
2. Commissions.
3. Overtime pay.
4. Shift differential pay.
5. Stock options or stock bonuses.
6. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
7. Any other extra compensation.

If you are paid on an annual contract basis, your monthly rate of earnings is one-twelfth (1/12th) of your annual contract salary.

If you are paid hourly, your monthly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, but not more than 173 hours. If you do not have regular work hours, your monthly rate of earnings is based on the average number of hours you worked per month during the preceding 12 calendar months (or during your period of employment if less than 12 months), but not more than 173 hours.

(BASE_NO STOCK) LT.PD.OT.1

DEDUCTIBLE INCOME

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

1. Sick pay, annual or personal leave pay, severance pay, or other salary continuation, including donated amounts, (but not vacation pay) paid to you by your Employer, as determined below:
   a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your sick pay or other salary continuation to that amount.
   b. Determine 100% of your Indexed Predisability Earnings.
   c. If a. is greater than b., the difference will be Deductible Income.
2. Your Work Earnings, as described in the **Return To Work Provisions**.
3. Any amount you receive or are entitled to receive because of your disability, including amounts for partial or total disability, whether permanent, temporary, or vocational, under any of the following:
   a. A workers' compensation law;
   b. The Jones Act;
   c. Maritime Doctrine of Maintenance, Wages, or Cure;
   d. Longshoremen's and Harbor Worker's Act; or
   e. Any similar act or law.

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4. Any amount you, your Spouse, or your child under age 18 receive or are entitled to receive because of your Disability or you receive because of your retirement under:

   a. The Federal Social Security Act;

   b. The Canada Pension Plan;

   c. The Quebec Pension Plan;

   d. The Railroad Retirement Act; or

   e. Any similar plan or act.

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

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

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

5. Any amount you receive or are entitled to receive because of your disability under any state disability income benefit law or similar law.

6. Any amount you receive or are entitled to receive because of your Disability or amount you receive because of your retirement under your Employer's retirement plan, including a public employee retirement system, a state teacher retirement system, and a plan arranged and maintained by a union or employee association for the benefit of its members.

   Retirement benefits received will not include amounts rolled over or transferred to any eligible retirement plan as defined by the Internal Revenue Code.

7. Any earnings or compensation included in Predisability Earnings which you receive or have a right to receive while LTD Benefits are payable.

8. Any amount you receive under any unemployment compensation law or similar act or law.

9. Any amount of third party liability payments you receive by judgment, settlement or otherwise (less attorneys' fees).

10. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.

(CA DOM_GRP OTHR OFFST_PUB_WITH 3RD) LT.DI.CA.1

EXCEPTIONS TO DEDUCTIBLE INCOME

Deductible Income does not include:

1. Any cost of living increase in any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.

2. Reimbursement for hospital, medical, or surgical expense.

3. Reasonable attorneys fees incurred in connection with a claim for Deductible Income.

4. Benefits from any individual disability insurance policy.

5. Early retirement benefits under the Federal Social Security Act which are not actually received.

6. Group credit or mortgage disability insurance benefits.

7. Accelerated death benefits paid under a life insurance policy.

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8. Benefits from the following:
   a. Profit sharing plan.
   b. Thrift or savings plan.
   c. Deferred compensation plan.
   d. Plan under IRC Section 401(k), 408(k), 408(p), or 457.
   e. Individual Retirement Account (IRA).
   f. Tax Sheltered Annuity (TSA) under IRC Section 403(b).
   g. Stock ownership plan.
   h. Keogh (HR-10) plan.
9. California Workers' Compensation benefits for permanent total or permanent partial disability.

(PUB_WITH OTHR OFFST) LT.ED.CA.1

RULES FOR DEDUCTIBLE INCOME

A. Monthly Equivalents

Each month we will determine your LTD Benefit using the Deductible Income for the same monthly period, even if you actually receive the Deductible Income in another month.

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

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

a. The date the lump sum is paid; and
b. The date LTD Benefits become payable.

For amounts under a workers' compensation law, the Jones Act, the Maritime Doctrine of Maintenance, Wages or Cure, the Longshoremen's and Harbor Worker's Act, or any similar act or law, the period of time used to prorate the amount cannot exceed the first to occur of the following:

a. The date you reach age 65, or the end of the Maximum Benefit Period, if later; and
b. The end of the stated period.

B. Your Duty To Pursue Deductible Income

You must pursue Deductible Income for which you may be entitled. We may ask for written documentation of your pursuit of Deductible Income. You must provide it within 60 days after we mail you our request.

C. Estimating And Deducting

For any item of Deductible Income that includes amounts you, your Spouse, or your child are entitled to receive, we may reduce your LTD Benefit by the amount we estimate you would be entitled to receive if:

1. You have failed to pursue the Deductible Income with reasonable diligence;

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

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

D. Retirement Benefits

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

E. Pending Deductible Income

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

F. Overpayment Of Claim

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

LT.RU.CA.1

SURVIVORS BENEFIT

If you die while LTD Benefits are payable, and on the date you die you have been continuously Disabled for at least 180 days, we will pay a Survivors Benefit according to 1 through 4 below.

1. The Survivors Benefit is a lump sum equal to 6 times your LTD Benefit without reduction by Deductible Income.
2. The Survivors Benefit will first be applied to reduce any overpayment of your claim.
3. The Survivors Benefit will be paid to any one or more of the following:
   a. Your surviving Spouse;
   b. Your surviving unmarried children, including adopted children, under age 25;
   c. Your surviving Spouse's unmarried children, including adopted children, under age 25; or
   d. Any person providing the care and support of any person listed in a., b., or c. above.
4. No Survivors Benefit will be paid if you are not survived by any person listed in a., b., or c. above.

(MULTPL_DOM) LT.SB.CA.1

CONVERSION OF INSURANCE

Conversion Of Insurance Benefit

When your insurance ends, you may buy LTD conversion insurance if you meet 1 through 5 below.

1. Your insurance ends for a reason other than:
   a. Termination or amendment of the Group Policy;

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b. Your failure to make a required premium contribution; or

c. Your retirement.

2. You were continuously insured under your Employer's long term disability insurance plan for at least one year as of the date your insurance ended.
3. You are not Disabled on the date your insurance ends.
4. You are a citizen or resident of the United States or Canada.
5. You must apply in writing and pay the first premium to us within 31 days after your insurance ends.

The maximum LTD conversion insurance benefit you may select is the smallest of:

1. $4,000;
2. 60% of your insured Predisability Earnings on the date your insurance ended; and
3. The LTD Benefit payable if you had become Disabled on the day before your insurance ended and you had no Deductible Income.

The maximum LTD conversion insurance benefit is reduced by deductible income. The certificate we will issue to you when your LTD conversion insurance becomes effective will contain other provisions which will also differ from the Group Policy.

LT.CV.OT.2

BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

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

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

LT.BA.OT.1

EFFECT OF NEW DISABILITY

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

1. LTD Benefits will not continue beyond the end of the original Maximum Benefit Period.
2. The **Disabilities Excluded From Coverage** and **Limitations** sections will apply to the new cause of Disability.

LT.ND.CA.1

DISABILITIES EXCLUDED FROM COVERAGE

A. War

You are not covered for a Disability caused or contributed to by War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

B. Intentionally Self-Inflicted Injury

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

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C. Preexisting Condition

1. Definition

Preexisting Condition means:

a. A diagnosed mental or physical condition for which you have received medical treatment, care or services or have taken prescribed medication at any time during the 90 day period just before your insurance becomes effective; or

b. A mental or physical condition, whether diagnosed or undiagnosed,

(i) For which you have received medical treatment, care or services or have taken prescribed medication at any time during the 90 day period just before your insurance becomes effective, or

(ii) Which caused symptoms at any time during the 90 day period just before your insurance becomes effective for which a prudent person would usually seek medical treatment, care or services,

and which was misrepresented or not disclosed in your application or medical history statement.

2. Exclusion

You are not covered for a Disability caused or substantially contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless, on the date you become Disabled, you:

a. Have been continuously insured under the Group Policy for 12 months; and

b. Have been Actively At Work for at least one full day after the end of that 12 months.

D. Criminal Conduct

You are not covered for a Disability caused or contributed to by your committing or attempting to commit a felony.

(WITH PRUDNT) LT.XD.CA.1

LIMITATIONS

A. Care Of A Physician

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

B. Rehabilitation Program

No LTD Benefits will be paid for any period of Disability when you are not participating in good faith in a plan, program or course of medical treatment or vocational training or education approved by us unless your Disability prevents you from participating.

C. Foreign Residency

Payment of LTD Benefits is limited to 12 months for each period of continuous Disability while you reside outside of the United States or Canada.

D. Imprisonment

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

E. Mental Disorder

Payment of LTD Benefits is limited to 24 months during your entire lifetime for a Disability caused or contributed to by a Mental Disorder. However, if you are confined in a Hospital at the end of the Mental Disorder Limitation Period, this limitation will not apply while you are continuously confined.

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

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

F. Alcohol Use, Alcoholism Or Drug Use

Payment of LTD Benefits is limited to 24 months during your entire lifetime for a Disability caused or contributed to by your use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.

G. Rules For Disabilities Subject To Limited Pay Periods

1. If you are Disabled as a result of more than one Physical Disease, Injury or Mental Disorder for which LTD Benefits are payable for a limited period of time, the limitation periods will run concurrently for all limited conditions.

2. If you are Disabled as a result of a Mental Disorder or any Physical Disease or Injury for which LTD Benefits are payable for a limited period of time, and at the same time are Disabled as a result of a Physical Disease, Injury or Pregnancy that is not subject to such limitation, LTD Benefits will be payable first for conditions that are subject to a limitation before LTD Benefits are payable for any condition that is not subject to a limitation.

3. No LTD Benefits will be payable after the ending date of the longest limitation period that applies to your Disability, unless on that date you continue to be Disabled as a result of a Physical Disease, Injury or Pregnancy for which payment of LTD Benefits is not limited.

(SBST_MAND REHB_PRIS_FOR RES) LT.LM.CA.1

CLAIMS

A. Notice Of Claim

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

B. Filing A Claim

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

C. Time Limits On Filing Proof Of Loss

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

D. Proof Of Loss

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

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

E. Documentation

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

F. Investigation Of Claim

We may investigate your claim at any time.

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

G. Time Of Payment

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

LTD Benefits will be paid to you at the end of each month you qualify for them. LTD Benefits remaining unpaid at your death will be paid to the person(s) receiving the Survivors Benefit. If no Survivors Benefit is paid, the unpaid LTD Benefits will be paid to your estate.

H. Notice Of Decision On Claim

We will evaluate your claim promptly after you file it. Within 45 days after we receive your claim we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for 30 days. Before the end of this extension period we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for an additional 30 days. If an extension is due to your failure to provide information necessary to decide the claim, the extended time period for deciding your claim will not begin until you provide the information or otherwise respond.

If we extend the period to decide your claim, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

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

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

a. The reasons for our decision.

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

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

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

I. Review Procedure

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

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

The person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgment, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgment and will not be subordinate to that person. Our review will include any written comments or other items you submit to support your claim.

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

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

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

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

a. The reasons for our decision.

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

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

J. Assignment

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

(REV PUB WRDG) LT.CL.CA.1

TIME LIMITS ON LEGAL ACTIONS

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

LT.TL.CA.1

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INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

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

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

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

After insurance has been in effect for two years, during the lifetime of the insured, we will not use a misrepresentation by you to reduce or deny your claim, unless it was a fraudulent misrepresentation.

B. Incontestability Of The Group Policy

Any statement made by the Policyholder or Employer to obtain the Group Policy is a representation and not a warranty.

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

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

The validity of the Group Policy will not be contested after it has been in force for two years, except for fraudulent misrepresentations.

LT.IN.CA.1

CLERICAL ERROR, AGENCY, AND MISSTATEMENT

A. Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

1. Cause a person to become insured.
2. Invalidate insurance under the Group Policy otherwise validly in force.
3. Continue insurance under the Group Policy otherwise validly terminated.

B. Agency

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent. The Policyholder and your Employer have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

C. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age; and

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2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

LT.CE.OT.1

TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. If the terms of the certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups of Members.

LT.TA.OT.1

DEFINITIONS

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

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

CPI-W means the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the CPI-W is discontinued or changed, we may use a comparable index. Where required, we will obtain prior state approval of the new index.

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

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

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

Indexed Predisability Earnings means your Predisability Earnings adjusted by the rate of increase in the CPI-W. During your first year of Disability, your Indexed Predisability Earnings are the same as your Predisability Earnings. Thereafter, your Indexed Predisability Earnings are determined on each anniversary of your Disability by increasing the previous year's Indexed Predisability Earnings by the rate of increase in the CPI-W for the prior calendar year. The maximum adjustment in any year is 10%. Your Indexed Predisability Earnings will not decrease, even if the CPI-W decreases.

Injury means an injury to the body.

L.L.C. Owner-Employee means an individual who owns an equity interest in an Employer and is actively employed in the conduct of the Employer's business.

LTD Benefit means the monthly benefit payable to you under the terms of the Group Policy.

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

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

P.C. Partner means the sole active employee and majority shareholder of a professional corporation in partnership with the Policyholder.

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

Physician means a licensed medical professional, diagnosing and treating individuals within the scope of the license. The term includes a legally licensed physician, dentist, optometrist, podiatrist, psychologist or chiropractor. Physician does not include you or your Spouse, or the brother, sister, parent or child of either you or your Spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group long term disability insurance plan in effect on the day before the effective date of your Employer's participation under the Group Policy and which is replaced by coverage under the Group Policy.

Spouse means:

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

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