

A G R E E M E N T
STANDARD INSURANCE COMPANY

THIS AGREEMENT to purchase insurance policies is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **STANDARD INSURANCE COMPANY**, 1100 SW Sixth Avenue, P11C, Portland, Oregon 97204 (the “**Insurance Company**”), jointly “the parties”.

The parties agree as follows:

1. COORDINATION AND LIAISON: The Insurance Company shall fully coordinate the purchase of agreed policies with the Executive Director of the Office of Human Resources or the Executive Director’s designee (“**Executive Director**”).

a. The Executive Director, or the Executive Director’s designee, shall be authorized to sign the final insurance policies, the attached Exhibits, and any other document necessary to effectuate policy-related coverage necessary for implementation or administration of the intended insurance program.

2. SERVICES TO BE PERFORMED:

a. As the Executive Director directs, the Insurance Company shall diligently work to sell to the City, the insurance policies listed in **Exhibit A, the Scope of Work**, to the City’s satisfaction.

b. The terms of this Agreement shall control if the terms of the attached Policies are in conflict. Provided, however, in all instances the Insurance Company’s group insurance policy or policies shall govern eligibility for insurance and benefits and the Insurance Company’s right to re-rate and terminate the group insurance policy.

3. TERM: This Agreement will commence as of January 1, 2018 and will expire at 11:59 p.m. on December 31, 2018 (the “**Term**”). The insurance policies listed in Exhibit A shall expire at the end of the Term.

4. COMPENSATION AND PAYMENT:

a. Fee: The City shall pay, and the Insurance Company shall accept as the sole compensation, the Maximum Contract Amount in monthly payments as required in the policies attached in Exhibit A, as full payment for the policies. Notwithstanding any other

provision, if a policy is cancelled by the City prior to the end of the Term, the City shall be responsible to pay all pro rata amounts due through the end of the calendar month of termination.

b. Reimbursable Expenses: There are no reimbursable expenses allowed under this Agreement. Notwithstanding any term in the Policy to the contrary, the Insurance Company will not collect or attempt to collect any direct cost associated with the Policies purchased by the City outside what may be included in the agreed-upon premium rate.

c. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed TWELVE MILLION TWO HUNDRED TWENTY THOUSAND and NO/100 dollars (**\$12,220,000.00**) (the "**Maximum Contract Amount**") for the policies listed in Exhibit A. The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Insurance Company beyond that specifically described in Exhibit A. Any services performed beyond those in Exhibit A are performed at Insurance Company's risk and without authorization under this Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. STATUS OF INSURANCE COMPANY: The Insurance Company is an independent contractor. Neither the Insurance Company nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. TERMINATION:

a. The City has the right to terminate this Agreement and any policy listed in Exhibit A, or all policies, with or without cause upon twenty (20) days prior written notice to the Insurance Company.

b. Upon termination the Insurance Company shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for past-due premiums and compensation due under a policy for the month of termination.

7. **EXAMINATION OF RECORDS:** With reasonably advance notice and during reasonable hours, any authorized agent of the City, including the City Auditor or his or her representative but not a competitor of Insurance Company, has the right to access and the right to examine any pertinent books, documents, papers and records of the Insurance Company, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. Nothing in this provision shall require the Insurance Company to make disclosures in violation of state or federal privacy laws.

8. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Insurance Company. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. **INSURANCE:**

a. **General Conditions:** Insurance Company agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Insurance Company shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Insurance Company shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within thirty (30) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Insurance Company. Insurance Company shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Insurance Company. The Insurance Company shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. **Proof of Insurance**: Insurance Company shall provide a copy of this Agreement to its insurance agent or broker. Insurance Company may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Insurance Company certifies that all required insurance coverage is in existence and in effect, and that the certificate of liability insurance, attached as **Exhibit B**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. If no ACORD certificates are attached hereto, then Insurance Company hereby certifies and warrants that each required policy minimum is in place or will be self-insured directly. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Insurance Company's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. **Waiver of Subrogation**: For all coverages required under this Agreement, Insurance Company's insurer shall waive subrogation rights against the City.

d. **Workers' Compensation/Employer's Liability Insurance**: Insurance Company shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Insurance Company expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Insurance Company's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall affect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Insurance Company executes this Agreement.

e. **Commercial General Liability**: Insurance Company shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

f. **Business Automobile Liability**: Consultant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

g. **Professional Liability (Errors & Omissions)**: Consultant shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

h. **Cyber Liability**: Insurance Company shall maintain Cyber Liability coverage with limits of \$1,000,000 each claim and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

i. **Additional Provisions**:

(i) For Commercial General Liability, the policy must provide the following:

(a) That this Agreement is an Insured Contract under the policy;

(b) Defense costs are outside the limits of liability;

(c) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and

(d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

10. DEFENSE AND INDEMNIFICATION

a. Insurance Company agrees to indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City. The parties will each defend itself against Claims.

b. Insurance Company’s duty to indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the

Claim. Insurance Company's duty to indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

c. Insurance Company shall pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City will be in addition to any other legal remedies available to City and will not be the City's exclusive remedy.

d. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Insurance Company under the terms of this indemnification obligation. The Insurance Company is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

e. This indemnification obligation shall survive the expiration or termination of this Agreement.

11. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Insurance Company shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

12. ASSIGNMENT; SUBCONTRACTING: The Insurance Company shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent, which will not be unreasonably withheld. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Insurance Company shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-Insurance Company, subcontractor or assign. For purposes of this

Agreement, the term subcontract applies to those agreements reached by Insurance Company with vendors who will perform services solely related this Agreement with the City.

13. INUREMENT: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

14. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Insurance Company receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

15. GRANT OF LIMITED LICENSE TO USE LOGO

a. City hereby grants to Insurance Company, subject to the terms and conditions set forth herein, a non-exclusive, nontransferable limited license, to use the “Denver D” logo (“**Denver Logo**”) during the Term of this Agreement.

b. Insurance Company shall fully coordinate all logo use under this Agreement with the Denver Marketing Office ((720) 913-1633, denvermarketingoffice@denvergov.org), or otherwise as directed by the City.

c. The use of the Denver Logo is limited to display on the website to be created by Insurance Company pursuant to this Agreement and for the purpose of identification only. Insurance Company shall display the Denver Logo in a read-only format and shall not be used or displayed on the website in any format from which it can be downloaded, copied or reproduced in any manner.

d. The license granted by the City is non-transferable and non-assignable to anyone other than those acting under the supervision and authority of Insurance Company.

e. Insurance Company shall be solely responsible for the entire cost and expense of Consultant’s Use of the Denver Logo.

f. The Denver Logo may not be used as a feature or design element of any other logo or graphic.

g. Insurance Company shall use the Denver Logo in accordance with any and all logo usage guidelines in effect from time-to-time as provided by the City. Consultant shall use only accurate reproductions of the Denver Logo. The size, proportions, colors, elements, and

other distinctive characteristics of the Denver Logo shall not be altered in any manner except as may be permitted herein or as permitted in writing by the City.

h. Insurance Company may use the colors set forth in the “Denver Logo Usage Guidelines” document, (attached hereto as “**Exhibit C**”).

i. Insurance Company shall affix a trademark (“**TM**”) or registration (“**®**”) indication next to the Denver Logo as directed by the Denver Marketing Office.

j. Insurance Company shall immediately cease all use of the Denver Logo upon expiration of the Term of this Agreement, as may have been extended from time to time by the parties, in a formal written extension of this agreement.

16. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Insurance Company lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City’s Charter and the Denver Revised Municipal Code.

17. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

18. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Insurance Company shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City’s Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Insurance Company shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Insurance Company represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Insurance Company by placing the Insurance Company’s own interests, or the interests of any party with whom the Insurance Company has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of

interest and may terminate the Agreement if it determines a conflict exists, after it has given the Insurance Company written notice describing the conflict.

19. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Insurance Company at the address first above written, and if to the City at:

Justine Schaub, National Accounts Consultant
Standard Insurance Company
360 Hamilton Ave., Suite 210
White Plains, New York 10601
(800) 426-4332, ext. 4471
Fax: (800) 378-8361
Justine.Schaub@standard.com

Executive Director
Office Human Resources
201 West Colfax Avenue, Dept. 412
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service, with evidence of mailing. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

20. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

- a.** This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").
- b.** The Insurance Company certifies that:
 - (1)** At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Consultant also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so

terminated, the Consultant shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Consultant from submitting bids or proposals for future contracts with the City.

21. DISPUTES: All disputes between the City and Insurance Company arising out of or regarding the purchase of insurance policies in Exhibit A, as distinct from the provision of benefits thereunder, will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

22. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

23. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this contract, the Insurance Company may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Insurance Company shall insert the foregoing provision in all subcontracts to the extent the Insurance Company proposes to enter into a subcontracting relationship solely connected to providing group insurance coverage to the City.

24. COMPLIANCE WITH ALL LAWS: Insurance Company shall perform or cause to be performed all services, both in this Agreement and pursuant to any insurance policies referenced in Exhibit A, in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

25. LEGAL AUTHORITY: Insurance Company represents and warrants that it

possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Insurance Company represents and warrants that he has been fully authorized by Insurance Company to execute the Agreement on behalf of Insurance Company and to validly and legally bind Insurance Company to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to permanently terminate the Agreement if there is a dispute as to the legal authority of either Insurance Company or the person signing the Agreement to enter into the Agreement.

26. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

27. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls. Provided, all claims for benefits and Insurance Company's right to underwrite and terminate its group insurance policies shall be governed by the terms and conditions of the Group Policies.

28. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Insurance Company's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

29. ADVERTISING AND PUBLIC DISCLOSURE: The Insurance Company shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Insurance Company's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Insurance Company shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials

30. CONFIDENTIAL INFORMATION:

a. **City Information:** Insurance Company acknowledges and accepts that, in performance of all work under the terms of this Agreement, Insurance Company may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Insurance Company agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Insurance Company shall be held in confidence and used only in the performance of its obligations under this Agreement. Insurance Company shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Insurance Company would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Insurance Company by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

31. **CITY EXECUTION OF AGREEMENT:** The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

32. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City. Provided, however, Insurance Company reserves the right to amend the Group Insurance Policies upon the City's request, to maintain compliance with applicable law, or as otherwise agreed-upon by the parties and such amendments will be automatically incorporated into this Agreement.

33. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** Insurance Company shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs.

34. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Insurance Company consents to the use of electronic signatures by the City. The Agreement, and any other

documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: CSAHR-201736851-00

Contractor Name: Standard Insurance Company

By: Graeme Queen

Name: Graeme Queen
(please print)

Title: 2nd VP Strategic Account Services
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



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**EXHIBIT A
TO
PURCHASE AGREEMENT
2018 STANDARD INSURANCE COMPANY,
and
The City and County of Denver**

Policies to be purchased subject to approval by the Colorado Department of Insurance:

Ex. A-1: Group Policy Amendment for Life Insurance Policy 615855-E. Group Life Insurance Policy 615855-E for CSA and DERP.

Ex. A-2: Group Accidental Death & Dismemberment Policy 615855-D for CSA and DERP.

Ex. A-3: Group Life Insurance Policy 643483-A (Firefighters).

Ex. A-4: Group Life Insurance Policy 144127-A (Police).

Ex. A-5: Group Long Term Disability Policy 622518-B.

Ex. A-6: Group Short Term Disability Policy 642061-A (Sick and Vacation Employees)

Ex. A-7: Group Short Term Disability Policy 642061-B (PRO Employees).

Ex. A-8: Group Policy Amendment No. 15 – Benefit Payment and Beneficiary Provisions.

**EXHIBIT A-1
TO
PURCHASE AGREEMENT
2018 STANDARD INSURANCE COMPANY,
and
The City and County of Denver**

Policies to be purchased subject to approval by the Colorado Department of Insurance:

Ex. A-1: Group Policy Amendment for Life Insurance Policy 615855-E. Group Life Insurance Policy 615855-E for CSA and DERP.

COVERAGE FEATURES

This section contains many of the features of your group life insurance. Other provisions, including exclusions and limitations, 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:	615855-E
Type of Insurance Provided:	
Life Insurance:	Yes
Dependents Life Insurance:	Yes
Accidental Death And Dismemberment (AD&D) Insurance:	Yes
Policyholder:	City and County of Denver
Employer(s):	City and County of Denver and Denver Employment Retirees' Plan (DERP)
Group Policy Effective Date:	January 1, 2005
Policy Issued In:	Colorado

BECOMING INSURED

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in Life Insurance and Active Work Provisions. The requirements for becoming insured for coverages other than Life Insurance are set out in the text.

Definition of Member:

You are a Member if you are:

1. An active CSA (Career Service Authority), Sheriff or DERP (Denver Employees' Retirement Plan) employee of the Employer, excluding police officers, firefighters or a retired employee; and
2. Regularly working at least 20 hours each week.

You are not a Member if you are:

1. A temporary or seasonal employee.
2. A leased employee.
3. An independent contractor.
4. A full time member of the armed forces of any country.

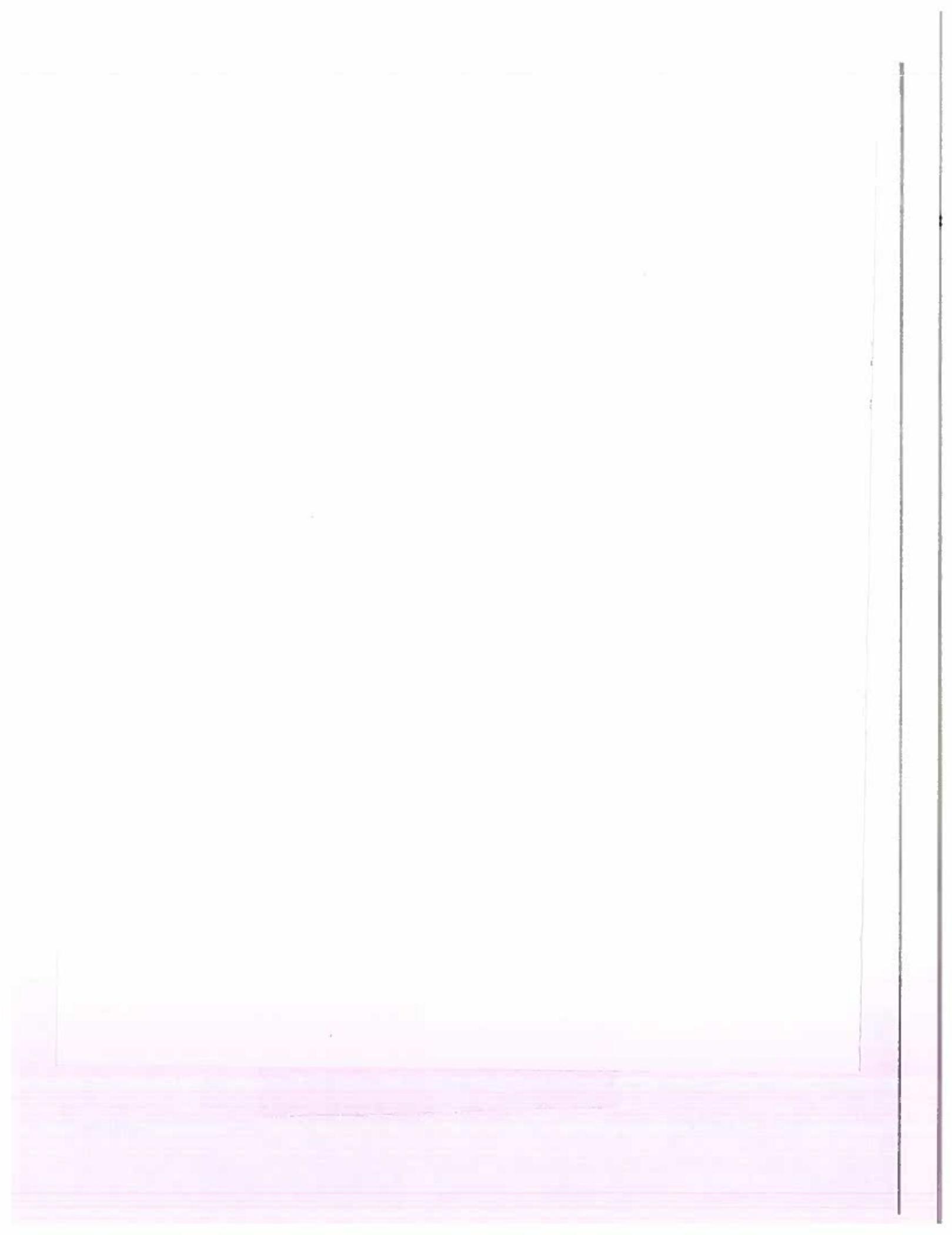
Class Definition:

Class 1:

Members who work less than 80 hours biweekly and whose date of hire is prior to January 1, 2002

Class 2:

All other full-time Members who work at least 80 hours biweekly



- Class 3:** All other part-time Members regularly working at least 60 but less than 80 hours biweekly
- Class 4:** All other part-time Members
- Eligibility Waiting Period:** You are eligible on one of the following dates:
 If you are a Member on the Group Policy Effective Date, you are eligible on that date.
 If you become a Member after the Group Policy Effective Date, you are eligible on the date you become a Member.
- Evidence of Insurability:** Required:
- a. For late application for Contributory Insurance.
 - b. For reinstatements if required.
 - c. For Members and Dependents eligible but not insured under the Prior Plan. However, this requirement will be waived on the Group Policy Effective Date up to the Guarantee Issue Amounts noted in Items d and e, unless your evidence of insurability was not approved under the Prior Plan.
 - d. For any Plan 2 Life Insurance Benefit in excess of Guarantee Issue Amount of \$100,000. However, if you were insured under the Prior Plan for this amount or more on the day before the Group Policy Effective Date, this requirement will be waived for you on the Group Policy Effective Date.
 - e. For any Dependents Life Insurance Benefit for your Spouse in excess of the Guarantee Issue Amount of \$30,000. However, if your Spouse was insured under the Prior Plan for this amount or more on the day before the Group Policy Effective Date, this requirement will be waived on the Group Policy Effective Date.
 - f. For any elective increase in your Plan 2 Life Insurance Benefit or Dependents Life Insurance Benefit for your Spouse.
 - g. For becoming insured for any amount greater than the amount for which you were insured under the Prior Plan, if your insurance under the Prior Plan was limited because you did not provide evidence of insurability or because your evidence of insurability was not approved.

PREMIUM CONTRIBUTIONS

- Life Insurance:**
- | | |
|---------|-----------------|
| Plan 1: | Noncontributory |
| Plan 2: | Contributory |

AD&D Insurance: Noncontributory

Dependents Life Insurance: Contributory

The cost of insurance may be funded by contributions to an IRC Section 125 Cafeteria Plan.

SCHEDULE OF INSURANCE

SCHEDULE OF LIFE INSURANCE

For you:

Life Insurance Benefit:

You will become insured under Plan 1 if you meet the requirements to become insured under the Group Policy.

If you are insured under Plan 1, you may also become insured under Plan 2 if you meet the requirements to become insured under Plan 2 Life Insurance under the Group Policy. Plan 2 is a Contributory plan requiring premium contributions from Members.

Plan 1 (basic):

Class 1: 2 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount is \$75,000.

Class 2: 2 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount is \$100,000.

Class 3: 1.5 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount is \$75,000.

Class 4: 1 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount is \$50,000.

Plan 2 (additional):

You may apply for Life Insurance in multiples of \$5,000, from \$5,000 to \$300,000.

The Repatriation Benefit:

The expenses incurred to transport your body to a mortuary near your primary place of residence, but not to exceed \$5,000 or 10% of the Life Insurance Benefit, whichever is less.

For your Spouse:

Dependents Life Insurance Benefit: Increments of \$5,000, from \$5,000 to \$300,000.

The amount of Dependents Life Insurance for your Spouse may not exceed 100% of the amount of your Life Insurance.

For your Child:

Dependents Life Insurance Benefit: Your choice of one of the following options:

Option 1: \$5,000

Option 2: \$10,000

The amount of Dependents Life Insurance for your Child may not exceed 100% of the amount of your Life Insurance.

SCHEDULE OF AD&D INSURANCE

For you:

- AD&D Insurance Benefit:** The amount of your AD&D Insurance Benefit is equal to the amount of your Plan 1 Life Insurance Benefit. The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D Table Of Losses.
- Seat Belt Benefit:** The amount of the Seat Belt Benefit is the lesser of (1) \$10,000 or (2) the amount of AD&D Insurance Benefit payable for loss of life.
- Air Bag Benefit:** The amount of the Air Bag Benefit is the lesser of (1) \$5,000; or (2) the amount of AD&D Insurance Benefit payable for Loss of your life.
- Career Adjustment Benefit:** The tuition expenses for training incurred by your Spouse within 36 months after the date of your death, exclusive of room and board, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.
- Child Care Benefit:** The total child care expense incurred by your Spouse within 36 months after the date of your death for all Children under age 13, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.
- Higher Education Benefit:** The tuition expenses incurred per Child within 4 years after the date of your death at an accredited institution of higher education, exclusive of room and board, but not to exceed \$5,000 per year, or the cumulative total of \$20,000 or 25% of the AD&D Insurance Benefit, whichever is less.
- Occupational Assault Benefit:** The lesser of (1) \$25,000; or (2) 50% of the amount of the AD&D Insurance Benefit otherwise payable for the Loss.
- Public Transportation Benefit:** The lesser of (1) \$200,000; or (2) 100% of the amount of the AD&D Insurance Benefit otherwise payable for the Loss of your life.

AD&D TABLE OF LOSSES

The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered as shown in the following table:

Loss:	Percentage Payable:
a. Life	100%
b. One hand or one foot	50%
c. Sight in one eye, speech, or hearing in both ears	50%
d. Two or more of the Losses listed in b. and c. above	100%
e. Thumb and index finger of the same hand	25% *

f. Quadriplegia	100%
g. Hemiplegia	50%
h. Paraplegia	50%

No more than 100% of your AD&D Insurance will be paid for all Losses resulting from one accident.

* No AD&D Insurance Benefit will be paid for Loss of thumb and index finger of the same hand if an AD&D Insurance Benefit is payable for the Loss of that entire hand.

REDUCTIONS IN INSURANCE

If you or your Spouse reaches an age shown below, the amount of Insurance will be the amount determined from the Schedule of Insurance, multiplied by the appropriate percentage below:

Plan 2 Life Insurance and Dependents Life Insurance for Spouse:

Age	Percentage
70 through 74	65%
75 or over	50%

Plan 1 Life Insurance and AD&D Insurance:

Your insurance will not be reduced because of your age unless your insurance is subject to termination under the **Waiver of Premium** provision.

OTHER BENEFITS

Waiver Of Premium:	Yes
Accelerated Benefit:	Yes

OTHER PROVISIONS

Limits on Right To Convert if Group Policy terminates or is amended:

Minimum Time Insured: 5 years

Maximum Conversion Amount: \$2,000

Suicide Exclusion:

Applies to:

- a. Plan 2 Life Insurance
- b. Dependents Life Insurance for Spouse
- c. AD&D Insurance

Leave Of Absence Period: 12 months

Insurance Eligible For Portability:

For you:

Life Insurance: Yes
Minimum combined amount: \$10,000
Maximum combined amount: \$300,000

For your Spouse:

Dependents Life Insurance: Yes
Minimum combined amount: \$5,000
Maximum combined amount: \$300,000

For your Child:

Dependents Life Insurance: Yes
Minimum combined amount: \$1,000
Maximum combined amount: \$5,000

For you:

AD&D Insurance: Yes
Minimum combined amount: \$10,000
Maximum combined amount: \$300,000

Annual Earnings based on: Earnings in effect on your last full day of Active Work.

PREMIUM RATES AND RENEWALS

Premium Rates:

Life Insurance:

Plan 1 (basic): \$.170 monthly per \$1,000 of Life Insurance
Plan 2 (additional):

Monthly Rate Per Multiple of \$1,000

Age on last January 1	Non-Tobacco Rate	Tobacco Rate
Under 30	\$ 0.050	0.100
30 through 34	0.070	0.110
35 through 39	0.080	0.140
40 through 44	0.130	0.240
45 through 49	0.220	0.420
50 through 54	0.350	0.680
55 through 59	0.630	1.210
60 through 64	0.820	1.470
65 through 69	1.430	2.370
70 through 74	2.470	3.740
75 through 79	5.070	6.940
80 through 84	7.400	9.240
85 or over	13.280	14.730

Dependents Life Insurance:

For your Spouse:

Monthly Rate Per Multiple of \$1,000

Age on last January 1	Non-Tobacco Rate	Tobacco Rate
Under 30	\$ 0.050	0.100
30 through 34	0.070	0.110
35 through 39	0.080	0.140
40 through 44	0.130	0.240
45 through 49	0.220	0.420
50 through 54	0.350	0.680
55 through 59	0.630	1.210
60 through 64	0.820	1.470
65 through 69	1.430	2.370
70 through 74	2.470	3.740
75 through 79	5.070	6.940
80 through 84	7.400	9.240
85 or over	13.280	14.730

For your Child:

Option 1: \$0.75 monthly per Member electing Dependents Life Insurance for Children, regardless of the number of Dependent Children covered

Option 2: \$1.50 monthly per Member electing Dependents Life Insurance for Children, regardless of the number of Dependent Children covered

AD&D Insurance:

\$.030 monthly per \$1,000 of AD&D Insurance

Premium Due Dates:

January 1, 2005 and the first day of each calendar month thereafter.

Grace Period:

60 days

Initial Rate Guarantee Period:

Plan 1 Life Insurance and AD&D:

January 1, 2005 to January 1, 2006

Plan 2 Life Insurance and Dependents Life Insurance:

January 1, 2005 to January 1, 2007

Notice of Rate Change:

180 days

Minimum Participation:

Life Insurance:

Number:

10 insured Members

Percentage:

Plan 1: 100% of eligible Members

Plan 2: 15% of eligible Members

Dependents Life Insurance:

75% of Insured Members with eligible Dependents must elect to insure those Dependents

LIFE INSURANCE

A. Insuring Clause

If you die while insured for Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Amount Of Life Insurance

See the **Coverage Features** for the Life Insurance schedule.

C. Changes In Life Insurance

1. Increases

You must apply in writing for any elective increase in your Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Life Insurance becomes effective as follows:

a. Increases Subject To Evidence Of Insurability

An increase in your Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the calendar month coinciding with or next following the date you apply for an elective increase or the date of change in your classification, age or Annual Earnings.

2. Decreases

A decrease in your Life Insurance because of a change in your classification, age or Annual Earnings becomes effective on the first day of the calendar month coinciding with or next following the date of the change.

Any other decrease in your Life Insurance becomes effective on the first day of the calendar month coinciding with or next following the date the Policyholder or your Employer receives your written request for the decrease.

D. Repatriation Benefit

The amount of the Repatriation Benefit is shown in the **Coverage Features**.

We will pay a Repatriation Benefit if all of the following requirements are met.

1. A Life Insurance Benefit is payable because of your death.
2. You die more than 200 miles from your primary place of residence.
3. Expenses are incurred to transport your body to a mortuary near your primary place of residence.

E. Suicide Exclusion: Life Insurance

The **Coverage Features** states which Life Insurance plan is subject to this suicide exclusion.

If your death results from suicide or other intentionally self-inflicted injury, while sane or insane, 1 and 2 below apply.

1. The amount payable will exclude the amount of your Life Insurance which is subject to this suicide exclusion and which has not been continuously in effect for at least 1 year on the date of your death. In computing the 1-year period, we will include time you were insured under the

Prior Plan.

2. We will refund all premiums paid for that portion of your Life Insurance which is excluded from payment under this suicide exclusion.

F. When Life Insurance Becomes Effective

The **Coverage Features** states whether your Life Insurance is Contributory or Noncontributory.

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

1. Life Insurance subject to Evidence Of Insurability

Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

2. Life Insurance not subject to Evidence Of Insurability

- a. Noncontributory Life Insurance

Noncontributory Life Insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.

- b. Contributory Life Insurance

You must apply in writing for Contributory Life Insurance and agree to pay premiums. Contributory Life Insurance not subject to Evidence Of Insurability becomes effective on:

- (i) The date you become eligible if you apply on or before that date.

- (ii) The date you apply if you apply within 31 days after you become eligible.

Late application: Evidence Of Insurability is required if you apply more than 31 days after you become eligible.

3. Takeover Provision

- a. 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.

- b. You must submit satisfactory Evidence Of Insurability to become insured for Life Insurance if you were eligible under the Prior Plan for more than 31 days but were not insured.

G. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

1. The date the last period ends for which you made a premium contribution, if your insurance is Contributory;
2. The date the Group Policy terminates;
3. The date your employment terminates; and
4. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 3 above.
 - a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
 - b. While your ability to work is limited because of Sickness, Injury, or Pregnancy.

- c. During the first 60 days of:
 - (1) A temporary layoff; or
 - (2) A strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.
- d. 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.
- e. During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting not more than the period shown in the **Coverage Features**.

H. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, 1 through 4 below will apply.

1. If your Life Insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
2. If your Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
3. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.
4. If your Life 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.

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DEPENDENTS LIFE INSURANCE

A. Insuring Clause

If your Dependent dies while insured for Dependents Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Amount Of Dependents Life Insurance

See the **Coverage Features** for the amount of your Dependents Life Insurance.

C. Changes In Dependents Life Insurance

1. Increases

You must apply in writing for any elective increase in your Dependents Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Dependents Life Insurance becomes effective as follows:

a. Increases Subject To Evidence Of Insurability

An increase in your Dependents Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve that Dependent's Evidence Of Insurability.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the calendar month coinciding with or next following the date you apply for an elective increase.

An increase in your Dependents Life Insurance because of an increase in your Life Insurance becomes effective on the date your Life Insurance increases.

2. Decreases

A decrease in your Dependents Life Insurance because of a decrease in your Life Insurance becomes effective on the date your Life Insurance decreases.

D. Suicide Exclusion: Dependents Life Insurance

If a Dependent's death results from suicide or other intentionally self-inflicted injury, while sane or insane, 1 and 2 below will apply.

1. The amount payable will exclude the amount of Dependents Life Insurance which has not been continuously in effect for at least 2 years on the date of death. In computing the 2-year period, we will include time insured under the Prior Plan.
2. We will refund all premiums paid for Dependents Life Insurance which is excluded from payment under this suicide exclusion which we determine are attributable to that Dependent.

E. Definitions For Dependents Life Insurance

Dependent means your Spouse or Child. Dependent does not include a person who is a full-time member of the armed forces of any country.

F. Becoming Insured For Dependents Life Insurance

1. Eligibility

You become eligible to insure your Dependents on the later of:

- a. The date your Life Insurance becomes effective; and
- b. The date you first acquire a Dependent.

A Member may not be insured as both a Member and a Dependent. A Child may not be insured by more than one Member.

2. Effective Date

The Coverage Features states whether your Dependents Life Insurance is Contributory or Noncontributory. Subject to the Active Work Provisions, your Dependents Life Insurance becomes effective as follows:

a. Dependents Life Insurance Subject To Evidence Of Insurability

Dependents Life Insurance subject to Evidence Of Insurability becomes effective on the later of:

1. The date your Life Insurance becomes effective; and
2. The first day of the calendar month coinciding with or next following the date we approve the Dependent's Evidence Of Insurability.

b. Dependents Life Insurance Not Subject To Evidence Of Insurability

1. Noncontributory Dependents Life Insurance

Noncontributory Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the later of:

- i. The date your Life Insurance becomes effective; and
- ii. The date you first acquire a Dependent.

2. Contributory Dependents Life Insurance

You must apply in writing for Contributory Dependents Life Insurance and agree to pay premiums. Contributory Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the latest of:

- i. The date your Life Insurance becomes effective if you apply on or before that date;
- ii. The date you become eligible to insure your Dependents if you apply on or before that date; and
- iii. The date you apply if you apply within 31 days after you become eligible.

Late Application: Evidence Of Insurability is required for each Dependent if you apply more than 31 days after you become eligible.

- c. While your Dependents Life Insurance is in effect, each new Child becomes insured immediately.
- d. Takeover Provision

Each Dependent who was eligible under the Prior Plan for more than 31 days but was not insured must submit satisfactory Evidence Of Insurability to become insured for Dependents Life Insurance.

G. When Dependents Life Insurance Ends

Dependents Life Insurance ends automatically on the earliest of:

1. Five months after you die (no premiums will be charged for your Dependents Life Insurance during this time);
2. The date your Life Insurance ends;
3. The date the Group Policy terminates, or the date Dependents Life Insurance terminates under the Group Policy;
4. The date the last period ends for which you made a premium contribution, if your Dependents Life Insurance is Contributory;
5. For your Spouse, the date of your divorce or legal separation;
6. For any Dependent, the date the Dependent ceases to be a Dependent; and
7. For a Child who is Disabled, 90 days after we mail you a request for proof of Disability, if proof is not given.

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ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

A. Insuring Clause

If you have an accident, including accidental exposure to adverse conditions, while insured for AD&D Insurance, and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Definition Of Loss For AD&D Insurance

Loss means loss of life, hand, foot, sight, speech, hearing in both ears, thumb and index finger of the same hand and Quadriplegia, Hemiplegia or Paraplegia which meets all of the following requirements:

1. Is caused solely and directly by an accident.

2. Occurs Independently of all other causes.
3. Occurs within 365 days of the accident.
4. With respect to Loss of life, is evidenced by a certified copy of the death certificate.
5. With respect to all other Losses, is certified by a Physician in the appropriate specialty as determined by us.

With respect to Loss of life, death will be presumed if you disappear and the disappearance:

1. Is caused solely and directly by an accident that reasonably could have caused Loss of life;
2. Occurs independently of all other causes; and
3. Continued for a period of 365 days after the date of the accident, despite reasonable search efforts.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint, whether or not surgically reattached.

With respect to sight, Loss means entire, uncorrectable, and irrecoverable loss of sight.

With respect to speech, Loss means entire, uncorrectable, and irrecoverable loss of audible speech.

With respect to hearing, Loss means entire, uncorrectable, and irrecoverable loss of hearing in both ears.

With respect to thumb and index finger of the same hand, Loss means actual and permanent severance from the body at or above the metacarpophalangeal joints.

With respect to Quadriplegia, Hemiplegia, and Paraplegia, Loss must be permanent, complete, and irreversible.

Quadriplegia means total paralysis of both upper and lower limbs. Hemiplegia means total paralysis of the upper and lower limbs on the same side of the body. Paraplegia means total paralysis of both lower limbs.

C. Amount Payable

See **Coverage Features** for the AD&D Insurance schedule. The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered. See AD&D Table Of Losses in the **Coverage Features**.

D. Changes In AD&D Insurance

Changes in your AD&D Insurance will become effective on the date your Life Insurance changes.

E. AD&D Insurance Exclusions

No AD&D Insurance benefit is payable if the accident or Loss is caused or contributed to by any of the following:

1. War or 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.
2. Suicide or other intentionally self-inflicted Injury, while sane or insane.
3. Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.
4. The voluntary use or consumption of any poison, chemical compound, alcohol or drug, unless used or consumed according to the directions of a Physician.
5. Sickness or Pregnancy existing at the time of the accident.

6. Heart attack or stroke.
7. Medical or surgical treatment for any of the above.

F. Additional AD&D Benefits

Seat Belt Benefit

The amount of the Seat Belt Benefit is shown in the **Coverage Features**.

We will pay a Seat Belt Benefit if all of the following requirements are met:

1. You die as a result of an Automobile accident for which an AD&D Insurance Benefit is payable for Loss of your Life; and
2. You are wearing and properly utilizing a Seat Belt System at the time of the accident, as evidenced by a police accident report.

Seat Belt System means a properly installed combination lap and shoulder restraint system that meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration. Seat Belt System will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt System does not include a shoulder restraint alone.

Automobile means a motor vehicle licensed for use on public highways.

Air Bag Benefit

The amount of the Air Bag Benefit is shown in the **Coverage Features**.

We will pay an Air Bag Benefit if all of the following requirements are met:

1. You die as a result of an automobile accident for which a Seat Belt Benefit is payable for Loss of your life.
2. The Automobile is equipped with an Air Bag System that was installed as original equipment by the Automobile manufacturer and has received regular maintenance or scheduled replacement as recommended by the Automobile or Air Bag manufacturer.
3. You are seated in the driver's or a passenger's seating position intended to be protected by the Air Bag System and the Air Bag System deploys, as evidenced by a police accident report.

Air Bag System means an automatically inflatable passive restraint system that is designed to provide automatic crash protection in front or side impact Automobile accidents and meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration.

Automobile means a motor vehicle licensed for use on public highways.

Career Adjustment Benefit

The amount of the Career Adjustment Benefit is shown in the **Coverage Features**.

We will pay a Career Adjustment Benefit to your Spouse if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Spouse is, within 36 months after the date of your death, registered and in attendance at a professional or trades training program for the purpose of obtaining employment or increasing earnings.

No Career Adjustment Benefit will be paid if you have no surviving Spouse.

Child Care Benefit

The amount of the Child Care Benefit is shown in the **Coverage Features**.

We will pay a Child Care Benefit to your Spouse if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Spouse pays a licensed child care provider who is not a member of your family for child care provided to your Child(ren) under age 13 within 36 months of your death.
4. The child care is necessary in order for your Spouse to work or to obtain training for work or to increase earnings.

No Child Care Benefit will be paid if you have no surviving Spouse.

Higher Education Benefit

The amount of the Higher Education Benefit is shown in the **Coverage Features**.

We will pay a Higher Education Benefit to your Child if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Child is, within 12 months after the date of your death, registered and in full-time attendance at an accredited institution of higher education beyond high school.

The Higher Education Benefit will be paid annually to each Child who meets the requirements of Item 3 above, for a maximum of 4 consecutive years beginning on the date of your death. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

Occupational Assault Benefit

The amount of the Occupational Assault Benefit is shown in the **Coverage Features**.

We will pay an Occupational Assault Benefit if all of the following requirements are met:

1. While Actively At Work you suffer a Loss for which an AD&D Insurance Benefit is payable.
2. The Loss is the result of an act of physical violence against you that is punishable by law and is evidenced by a police report.

Public Transportation Benefit

The amount of the Public Transportation Benefit is shown in the **Coverage Features**.

We will pay a Public Transportation Benefit if all of the following requirements are met:

1. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
2. The accident occurs while you are riding as a fare-paying passenger on Public Transportation.

Public Transportation means a public passenger conveyance operated by a licensed common carrier for the transportation of the general public for a fare and operating on regular passenger routes with a definite schedule of departures and arrivals.

G. Becoming Insured For AD&D Insurance

1. Eligibility

You become eligible for AD&D Insurance on the date your Life Insurance is effective.

2. Effective Date

The **Coverage Features** states whether AD&D Insurance is Contributory or Noncontributory. Subject to the **Active Work Provisions**, AD&D Insurance becomes effective as follows:

a. Noncontributory AD&D Insurance

Noncontributory AD&D Insurance becomes effective on the date you become eligible.

b. Contributory AD&D Insurance

You must apply in writing for Contributory AD&D Insurance and agree to pay premiums. Contributory AD&D Insurance becomes effective on the later of:

(i) The date you become eligible if you apply on or before that date.

(ii) The first day of the calendar month coinciding with or next following the date you apply, if you apply after you become eligible.

H. When AD&D Insurance Ends

AD&D Insurance ends automatically on the earlier of:

1. The date your Life Insurance ends.
2. The date your Waiver Of Premium begins.
3. The date AD&D Insurance terminates under the Group Policy.

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ACTIVE WORK PROVISIONS

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase 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 the material duties of your own occupation at your Employer's usual place of business. You will also meet the Active Work requirement if:

1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
2. You were Actively At Work on your last scheduled work day before the date of your absence; and
3. You were capable of Active Work on the day before the scheduled effective date of your insurance or increase in your insurance.

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PORTABILITY OF INSURANCE

A. Portability Of Insurance

If your insurance under the Group Policy ends because your employment with your Employer terminates, you may be eligible to buy portable group insurance coverage as shown in the **Coverage Features** for yourself and your Dependents without submitting Evidence Of Insurability. To be eligible you must satisfy the following requirements:

1. On the date your employment terminates, you must be able to perform with reasonable continuity the material duties of at least one gainful occupation for which you are reasonably fitted by education, training and experience.

(If you are unable to meet this requirement, see the **Right To Convert and Waiver Of Premium** provisions for other options that may be available to you under the Group Policy.)
2. On the date your employment terminates, you are under age 65.
3. On the date your employment terminates, you must have been continuously insured under the Group Policy for at least 12 consecutive months. In computing the 12 consecutive month period, we will include time insured under the Prior Plan.
4. You must apply in writing and pay the first premium directly to us at our Home Office within 31 days after the date your employment terminates. You must purchase portable group life insurance coverage for yourself in order to purchase any other insurance eligible for portability.

This portable group insurance will be provided under a master Group Life Portability Insurance Policy we have issued to the Standard Insurance Company Group Insurance Trust. If approved, the certificate you will receive will be governed under the terms of the Group Life Portability Insurance Policy and will contain provisions that differ from your Employer's coverage under the Group Policy.

B. Amount Of Portable Insurance

The minimum and maximum amounts that you are eligible to buy under the Group Life Portability Insurance Policy are shown in the **Coverage Features**. You may buy less than the maximum amounts in increments of \$1,000.

The combined amounts of insurance purchased under this **Portability Of Insurance** provision and the **Right To Convert** provision cannot exceed the amount in effect under the Group Policy on the day before your employment terminates.

C. When Portable Insurance Becomes Effective

Portable group insurance will become effective the day after your employment with your Employer terminates, if you apply within 31 days after the date your employment terminates.

If death occurs within 31 days after the date insurance ends under the Group Policy, life insurance benefits, if any, will be paid according to the terms of the Group Policy in effect on the date your employment terminates and not the terms of the Group Life Portability Insurance Policy. AD&D benefits, if any, will be paid according to the terms of the Group Policy or the Group Life Portability Insurance Policy, but not both. In no event will the benefits paid exceed the amount in effect under the Group Policy on the day before your employment terminates.

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WAIVER OF PREMIUM

A. Waiver Of Premium Benefit

Insurance will be continued without payment of premiums while you are receiving or eligible to receive long term disability insurance benefits under Standard group policy 622518-B.

If you are not receiving or eligible to receive long term disability insurance benefits under Standard group policy 622518-B, insurance will be continued without payment of premiums while you are Totally Disabled if:

1. You become Totally Disabled while insured under the Group Policy and under age 60;
2. You complete your Waiting Period; and
3. You give us satisfactory Proof Of Loss.

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

B. Definitions For Waiver Of Premium

1. Insurance means all your insurance under the Group Policy, except AD&D Insurance.
2. Totally Disabled means that, as a result of Sickness, accidental injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.
3. Waiting Period means the 180 consecutive day period beginning on the date you become Totally Disabled. Waiver Of Premium begins when you complete the Waiting Period.

C. Premium Payment

Premium payment must continue until the later of:

1. The date you complete your Waiting Period; and
2. The date we approve your claim for Waiver Of Premium.

D. Refund Of Premiums

We will refund up to 12 months of the premiums that were paid for insurance after the date you become Totally Disabled.

E. Amount Of Insurance

The amount of insurance eligible for Waiver Of Premium is the amount in effect on the day before you become Totally Disabled. However, the following will apply:

1. Insurance will be reduced or terminated according to the Group Policy provisions in effect on the day before you become Totally Disabled.
2. If you become insured under a group life insurance plan that replaces the Group Policy while you are eligible for Waiver Of Premium, any death benefit payable under the Group Policy will be reduced by the amount payable under the replacement group life insurance plan.
3. If you receive an Accelerated Benefit, insurance will be reduced according to the **Accelerated Benefit** provision.

F. Effect Of Death During The Waiting Period

If you die during the Waiting Period and are otherwise eligible for Waiver Of Premium, the Waiting Period will be waived.

G. Termination Or Amendment Of The Group Policy

Insurance will not be affected by termination or amendment of the Group Policy after you become Totally Disabled.

H. When Waiver Of Premium Ends

Waiver Of Premium ends on the earliest of:

1. The date your long term disability insurance benefits under Standard group policy 622518-B end, unless you are Totally Disabled on that date;
2. The date you cease to be Totally Disabled;
3. 90 days after the date we mail you a request for additional Proof Of Loss, if it is not given;
4. The date you fail to attend an examination or cooperate with the examiner;
5. With respect to the amount of Insurance which an Insured has converted, the effective date of the individual life insurance policy issued to the Insured; and
6. The date you reach age 65.

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ACCELERATED BENEFIT

A. Accelerated Benefit

If you qualify for Waiver Of Premium and give us satisfactory proof of having a Qualifying Medical Condition while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Insurance as an Accelerated Benefit. You must have at least \$10,000 of Insurance in effect to be eligible.

If your Insurance is scheduled to end within 24 months following the date you apply for the Accelerated Benefit, you will not be eligible for the Accelerated Benefit.

Qualifying Medical Condition means you are terminally ill as a result of an illness or physical condition which is reasonably expected to result in death within 12 months.

We may have you examined at our expense in connection with your claim for an Accelerated Benefit. Any such examination will be conducted by one or more Physicians of our choice.

B. Application For Accelerated Benefit

You must apply for an Accelerated Benefit. To apply you must give us satisfactory Proof Of Loss on our forms. Proof Of Loss must include a statement from a Physician that you have a Qualifying Medical Condition.

C. Amount Of Accelerated Benefit

You may receive an Accelerated Benefit of up to 75% of your Insurance. The maximum Accelerated Benefit is \$500,000. The minimum Accelerated Benefit is \$5,000 or 10% of your Insurance, whichever is greater.

The Accelerated Benefit will be based on the amount of your Insurance on the date you apply for the Accelerated Benefit.

If the amount of your Insurance is scheduled to reduce within 24 months following the date you apply for the Accelerated Benefit, your Accelerated Benefit will be based on the reduced amount.

The Accelerated Benefit will be paid to you once in your lifetime in a lump sum. If you recover from your Qualifying Medical Condition after receiving an Accelerated Benefit, we will not ask you for a refund.

D. Effect On Insurance And Other Benefits

For any purpose other than premium payment, the amount of your Insurance after payment of the Accelerated Benefit will be the greater of the amounts in (1) and (2) below; however, if you assign your rights under the Group Policy, the amount of your Insurance will be the amount in (2) below.

- (1) 10% of the amount of your Insurance as if no Accelerated Benefit had been paid; or
- (2) The amount of your Insurance as if no Accelerated Benefit had been paid; minus

The amount of the Accelerated Benefit; minus

An interest charge calculated as follows:

A times B times C divided by 365 = interest charge.

A = The amount of the Accelerated Benefit.

B = The monthly average of our variable policy loan interest rate.

C = The number of days from payment of the Accelerated Benefit to the earlier of (1) the date you die, and (2) the date you have a Right To Convert.

Your AD&D Insurance, if any, is not affected by payment of the Accelerated Benefit.

E. Exclusions

No Accelerated Benefit will be paid if:

- 1. All or part of your Insurance must be paid to your Child(ren), or your Spouse or former Spouse as part of a court approved divorce decree, separate maintenance agreement, or property settlement agreement.
- 2. You are married and live in a community property state unless you give us a signed written consent from your Spouse.
- 3. You have made an assignment of all or part of your Insurance unless you give us a signed written consent from the assignee.
- 4. You have filed for bankruptcy, unless you give us written approval from the Bankruptcy Court for payment of the Accelerated Benefit.
- 5. You are required by a government agency to use the Accelerated Benefit to apply for, receive, or continue a government benefit or entitlement.
- 6. You have previously received an Accelerated Benefit under the Group Policy.

F. Definitions For Accelerated Benefit

Insurance means your Life Insurance Benefit under the Group Policy.

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RIGHT TO CONVERT

A. Right To Convert

You may buy an individual policy of life Insurance without Evidence Of Insurability if:

- 1. Your Insurance ends or is reduced due to a Qualifying Event; and
- 2. You apply in writing and pay us the first premium during the Conversion Period.

Except as limited under C. Limits On Right To Convert, the maximum amount you have a Right To Convert is the amount of your Insurance which ended.

B. Definitions For Right To Convert

1. **Conversion Period** means the 31-day period after the date of any **Qualifying Event**.
2. **Insurance** means all your insurance under the Group Policy, including insurance continued under **Waiver Of Premium**, but excluding **AD&D Insurance**.
3. **Qualifying Event** means termination or reduction of your Insurance for any reason except:
 - a. The Member's failure to make a required premium contribution.
 - b. Payment of an **Accelerated Benefit**.
4. You and your mean any person insured under the Group Policy.

C. Limits On Right To Convert

If your insurance ends or is reduced because of termination or amendment of the Group Policy, 1 and 2 below will apply.

1. You may not convert insurance which has been in effect for less than the **Minimum Time Insured**. See **Coverage Features**.
2. The maximum amount you have a **Right To Convert** is the lesser of:
 - a. The amount of your insurance which ended, minus any other group life insurance for which you become eligible during the **Conversion Period**; and
 - b. The **Maximum Conversion Amount**. See **Coverage Features**.

D. The Individual Policy

You may select any form of individual life insurance policy we issue to persons of your age, except:

1. A term insurance policy;
2. A universal life policy;
3. A policy with disability, accidental death, or other additional benefits; or
4. A policy in an amount less than the minimum amount we issue for the form of life insurance you select.

The individual policy of life insurance will become effective on the day after the end of the **Conversion Period**. We will use our published rates for standard risks to determine the premium.

E. Death During The Conversion Period

If you die during the **Conversion Period**, we will pay a death benefit equal to the maximum amount you had a **Right To Convert**, whether or not you applied for an individual policy. The benefit will be paid according to the **Benefit Payment And Beneficiary Provisions**.

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CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

B. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

Proof Of Loss for Waiver Of Premium must be provided within 12 months after the end of the Waiting Period. We will require further Proof Of Loss at reasonable intervals, but not more often than once a year after you have been continuously Totally Disabled for two years.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

C. Proof Of Loss

Proof Of Loss means written proof that a loss occurred:

1. For which the Group Policy provides benefits;
2. Which is not subject to any exclusions; and
3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be provided until we receive Proof Of Loss.

D. Investigation Of Claim

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

E. Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.

F. Notice Of Decision On Claim

We will evaluate a claim for benefits promptly after we receive it. With respect to all claims except Waiver Of Premium claims, within 90 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 90 days.

With respect to Waiver Of Premium claims, within 45 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for 30 days. Before the end of this extension period we will send the claimant: (a) a written decision on the Waiver Of Premium claim; or (b) a notice that we are extending the period to decide the claim for an additional 30 days. If an extension is due to the claimant's failure to provide information necessary to decide the Waiver Of Premium claim, the extended time period for deciding the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the 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, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may decide the claim based on the information we have received.

If we deny any part of the claim, we will send the claimant a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. A description of any additional information needed to support the claim.

4. Information concerning the claimant's right to a review of our decision.

G. Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing:

1. Within 180 days after receiving notice of the denial of a claim for Waiver Of Premium;
2. Within 60 days after receiving notice of the denial of any other claim.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. With respect to all claims except Waiver Of Premium claims, within 60 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 60 days.

With respect to Waiver Of Premium claims, within 45 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days.

If an extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

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

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

With respect to Waiver Of Premium claims, 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. The claimant may request the names of medical or vocational experts who provided advice to us about a claim for Waiver Of Premium.

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

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.

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ASSIGNMENT

If the amount of your Life Insurance is less than \$25,000, you may not make an assignment.

If the amount of your Life Insurance is \$25,000 or more, you may make an absolute assignment of all your Life and AD&D Insurance, subject to 1 through 8 below.

1. All Insurance under the Group Policy, including AD&D Insurance, is assignable. Dependents Life Insurance is not assignable.
2. You may not make a collateral assignment.
3. The assignment must be absolute and irrevocable. It must transfer all rights, including:
 - a. The right to change the Beneficiary;
 - b. The right to buy an individual life insurance policy on your life under **Right To Convert**; and
 - c. The right to receive accidental dismemberment benefits.
 - d. The right to apply for and receive an Accelerated Benefit.
4. The assignment will apply to all of your Life and AD&D Insurance in effect on the date of the assignment or becoming effective after that date.
5. The assignment may be to any person permitted by law.
6. The assignment will have no effect unless it is: made in writing, signed by you, and delivered to the Policyholder or Employer in your lifetime. Neither we, the Policyholder, nor the Employer are responsible for the validity, sufficiency or effect of the assignment.
7. All accidental dismemberment benefits will be paid to the assignee. All death benefits will be paid according to the beneficiary designation on file with the Policyholder or Employer, and the **Benefit Payment And Beneficiary Provisions**.
8. The assignment will not change the Beneficiary, unless the assignee later changes the Beneficiary. Any payment we make according to the beneficiary designation on file with the Policyholder or Employer, and the **Benefit Payment And Beneficiary Provisions** will fully discharge us to the extent of the payment.

You may not make an assignment which is contrary to the rules in 1 through 8 above.

(ALLOWED) L.A.S.OT.2

BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

A. Payment Of Benefits

1. Except as provided in Item 6 below, benefits payable because of your death will be paid to the Beneficiary you name. See B through E of this section.
2. AD&D Insurance benefits payable for Losses other than Loss of Life will be paid to the person who suffers the Loss for which benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.
3. The benefits below will be paid to you if you are living.
 - a. AD&D Insurance benefits payable because of the death of your Dependent.
 - b. Dependents Life Insurance benefits.
 - c. Accelerated Benefits.
4. Dependents Life Insurance benefits and AD&D Insurance benefits payable because of the death of your Dependent which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
 - a. The children of the Dependent.

- b. The parents of the Dependent.
- c. The brothers and sisters of the Dependent.
- d. Your estate.

5. Additional Benefits will be paid as follows:

The Child Care Benefit will be paid to your surviving Spouse. No Child Care Benefit will be paid if you have no Spouse.

The Career Adjustment Benefit will be paid to your Spouse. No Career Adjustment Benefit will be paid if you have no Spouse.

The Higher Education Benefit will be paid annually to each eligible Child. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

The Repatriation Benefit will be paid to the person who incurs the transportation expenses.

B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits. You may name one or more Beneficiaries.

If you name two or more Beneficiaries in a class:

1. Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.
2. If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.
3. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

You may name or change Beneficiaries at any time without the consent of a Beneficiary.

Your Beneficiary designation must be the same for Life Insurance and AD&D Insurance death benefits.

You must name or change Beneficiaries in writing.

Your designation:

1. Must be dated and signed by you;
2. Must be delivered to the Policyholder or Employer during your lifetime;
3. Must relate to the insurance provided under the Group Policy; and
4. Will take effect on the date it is delivered to the Policyholder or Employer.

If we approve it, a designation, which meets the requirements of a Prior Plan will be accepted as your Beneficiary designation under the Group Policy.

C. Simultaneous Death Provision

If a Beneficiary or a person in one of the classes listed in Item D. No Surviving Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

1. Your Spouse.
2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. Your estate.

E. Methods Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

1. Lump Sum

If the amount payable to a Recipient is less than \$10,000, we will pay it in a lump sum.

2. Standard Secure Access Checking Account

If the amount payable to a Recipient is \$10,000, or more, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest;
- b. Is owned by the Recipient;
- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and
- d. Is fully guaranteed by us.

3. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is \$10,000 or more;
- b. The Recipient chooses; and
- c. We agree.

To the extent permitted by law, the amount payable to the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

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TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

LI.TL.OT.1

INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

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

No misrepresentation will be used to reduce or deny a claim 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.

We will not use a misrepresentation to reduce or deny a claim after the insured's insurance has been in effect for two years during the lifetime of the insured.

B. Incontestability Of 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 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 nonpayment of premiums.

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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 otherwise validly in force.
3. Continue insurance otherwise validly terminated.

B. Agency

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent.

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

D. Misstatement Of Tobacco Use

If a person's use of tobacco has been misstated in the application, we have the rights in 1 and 2 below:

1. The right to rescind that person's insurance subject to **Incontestability Provisions**. We will return the premiums paid for that person's insurance.
2. The right to make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:
 - a. The amount of insurance based on the correct tobacco use status; and
 - b. The difference between the premiums paid and the premiums which would have been paid if the tobacco use status had been correctly stated.

(TOBAC REFS) LI.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 in order to make the Group Policy consistent with applicable governmental regulation or other applicable law or 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 thereof.

LI.TA.OT.1

DEFINITIONS

AD&D Insurance means accidental death and dismemberment insurance, if any, under the Group Policy.

Annual Earnings means your annual rate of earnings from your Employer. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work unless a different date applies (see the **Coverage Features**). Annual Earnings includes:

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), or 457 deferred compensation arrangement; or
 - b. An executive nonqualified deferred compensation arrangement.
2. Shift differential pay.
3. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Annual Earnings does not include:

1. Bonuses.
2. Commissions.

3. Overtime pay.
4. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
5. Any other extra compensation.

Child means:

1. Your unmarried child or the child of your Domestic Partner from live birth through the end of the calendar year in which the child turns age 23 (and through the end of the calendar month in which the child turns age 24 if a registered student in full time attendance at an accredited educational institution); or
2. Your unmarried child or the child of your Domestic Partner who meets either of the following requirements:
 - a. The child is insured under the Group Policy and, on and after the date on which insurance would otherwise end because of the Child's age, is continuously Disabled.
 - b. The child was insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy and was Disabled on that day, and is continuously Disabled thereafter.

Child includes any of the following, if they otherwise meet the definition of Child:

- i. Your adopted child;
- ii. Your stepchild, if living in your home; or
- iii. The child of your Domestic Partner.

Your child is Disabled if your child is:

1. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and
2. Chiefly dependent upon you for support and maintenance, or institutionalized because of mental retardation or physical handicap.

You must give us proof your Child is Disabled on our forms within 31 days after a) the date on which insurance would otherwise end because of the Child's age or b) the effective date of your Employer's coverage under the Group Policy if your child is Disabled on that date. At reasonable intervals thereafter, we may require further proof, and have your Child examined at our expense.

Contributory means you pay all or part of the premium for insurance.

Dependents Life Insurance means dependents life insurance, if any, under the Group Policy.

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

Evidence Of Insurability means an applicant must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about the applicant's health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about the applicant's insurability that we may reasonably require.

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

Injury means an injury to your body.

Life Insurance means life Insurance under the Group Policy.

Noncontributory means the Policyholder or Employer pays the entire premium for insurance.

Physician means a licensed M.D. or D.O., acting within the scope of the license. 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 life insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

Sickness means your sickness, illness, or disease.

Spouse means:

1. A person to whom you are legally married; or
2. Your Domestic Partner. Domestic Partner means an individual with whom you have completed an affidavit of declaration of domestic partnership, submitted that affidavit to the Employer, and filed that affidavit for public record if required by law.

For purposes of insurance under the Group Policy, Spouse does not include a person who is a full-time member of the armed forces of any country or a person from whom you are divorced or legally separated or from whom you have terminated a Domestic Partner relationship.

(REG NO COM) LLD.P.01.5X

POLICYHOLDER PROVISIONS

A. Premiums

The premium due on each Premium Due Date is the sum of the premiums for all persons then insured. Premium Rates are shown in the Coverage Features.

B. Contributions From Members

The Policyholder determines the amount, if any, of each Member's contribution toward the cost of insurance under the Group Policy.

C. Changes In Premium Rates

We may change any other Premium Rates when:

1. A change or clarification in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in our obligations; or
2. Factors material to underwriting the risk we assumed under the Group Policy, including, but not limited to, number of persons insured, age, Annual Earnings, gender and occupational classification, change by 25% or more; or
3. We and the Policyholder mutually agree to change Premium Rates.

Except as provided above, Premium Rates will not be changed during the Initial Rate Guarantee Period shown in the Coverage Features. Thereafter, except as provided above, we may change Premium Rates upon advance written notice to the Policyholder. The minimum advance notice is shown in the Coverage Features as Notice of Rate Change. Any such change in Premium Rates may be made effective on any Premium Due Date, but no such change will be made more than once in any contract year. Contract years are successive 12 month periods computed from the end of the Initial Rate Guarantee Period.

D. Payment Of Premiums

All premiums are due on the Premium Due Dates shown in the **Coverage Features**.

Each premium is payable on or before its Premium Due Date directly to us at our home office. The payment of each premium as it becomes due will maintain the Group Policy in force until the next Premium Due Date.

E. Grace Period And Termination For Nonpayment

If a premium is not paid on or before its Premium Due Date, it may be paid during the following Grace Period. The length of the Grace Period is shown in the **Coverage Features**. The Group Policy will remain in force during the Grace Period.

If the premium is not paid during the Grace Period, the Group Policy will terminate automatically at the end of the Grace Period.

The Policyholder will ensure that the premium for insurance under the Group Policy will be paid during the Grace Period.

F. Termination For Other Reasons

The Policyholder may terminate the Group Policy by giving us written notice. The effective date of termination will be the later of:

1. The date stated in the notice; and
2. The date we receive the notice.

We may terminate the Group Policy as follows:

1. On any Premium Due Date if the number of persons insured is less than the Minimum Participation shown in the **Coverage Features**.
2. On any Premium Due Date if we determine that the Policyholder has failed to promptly furnish any necessary and material information requested by us, or has failed to perform any other obligations relating to the Group Policy.

The minimum advance notice of termination to the Policyholder by us is 180 days.

G. Premium Adjustments

Premium adjustments involving a return of unearned premiums to the Policyholder will be limited to the 12 months just before the date we receive a request for premium adjustment.

H. Experience Rating

The Group Policy will be experience rated. Any experience rating refund is calculated according to our customary underwriting guidelines and will be paid to the Policyholder. The experience rating formulae are available to the Policyholder upon request.

I. Certificates

We will issue certificates to the Policyholder showing the coverage under the Group Policy. The Policyholder will distribute a certificate to each Insured Member. If the terms of the certificate differ from then Group Policy, the terms stated in the Group Policy will govern.

J. Records And Reports

The Policyholder or Employer will furnish on our forms all information reasonably necessary to administer the Group Policy. We have the right at all reasonable times to inspect the payroll and other records of the Policyholder or Employer which relate to insurance under the Group Policy.

K. Agency

Individuals selected by the Policyholder to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or Standard. The Policyholder, Employer and such individuals 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.

L. Notice Of Suit

The Policyholder and Employer shall promptly give us written notice of any lawsuit or other legal proceedings arising under the Group Policy.

M. Entire Contract. Changes

The Group Policy and the application of the Policyholder constitute the entire contract between the parties. A copy of the Policyholder's application is attached to the Group Policy when Issued.

The Group Policy may be changed in whole or in part by mutual written agreement of us and Policyholder. No change in the Group Policy 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. No change in this Group Policy which reduces or eliminates coverage will be valid unless it is requested or accepted in writing by the Policyholder. No agent has authority to change the Group Policy, or to waive any of its provisions.

N. Effect On Workers' Compensation, State Disability Insurance

The coverage provided under the Group Policy is not a substitute for coverage under a workers' compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.

ALI99X

GROUP POLICY AMENDMENT NO. 1

Attached to and made a part of Group Policy 615855-E Issued to
City and County of Denver as Policyowner.

Effective January 1, 2005 the Group Policy provides that the employees on the attached list are deemed to be Members at the amounts listed on the attached sheet, subject to the following:

1. The following Portability provisions apply to deemed Members:

**Insurance Eligible For
Portability Of Insurance:**

Life Insurance:

Yes. The maximum amount of Life Insurance you may continue is the lesser of: (1) the amount in effect on the date your employment terminates; or (2) \$300,000.

Dependents Life Insurance:

For your Spouse:

The maximum amount of Dependents Life Insurance you may continue is the lesser of: (1) the amount in effect on the date your employment terminates; or (2) \$300,000.

For each Child:

The maximum amount of Dependents Insurance you may continue is the lesser of: (1) the amount in effect on the date your employment terminates; or (2) \$5,000.

Portability Premium

Age-graded Rates Per Multiple Of \$1,000 Per Month

Age of Insured On Last January 1*	Rate
Under 30	\$.118
30 through 34	.125
35 through 39	.164
40 through 44	.266
45 through 49	.468
50 through 54	.721
55 through 59	1.233
60 through 64	1.471
65 through 69	2.827

Coverage terminates at Age 70.

*Age of Insured Member will be used to determine premium for Spouse, unless the date of Spouse's birth is provided to us.

Portability Premium for Child: \$1.50 monthly per \$5,000

2. The **Portability of Insurance** section reads as follows for deemed Members:

PORTABILITY OF INSURANCE

A. Portability Of Insurance

You may continue your Insurance up to age 70 if your employment with your Employer terminates, subject to the following:

The amount of any Insurance to be continued must have been continuously in effect for at least 12 consecutive months on the date your employment terminates. In computing the 12 consecutive month period, we will include time insured under the Prior Plan.

Insurance means your Life Insurance and includes the other Insurance eligible for portability under the provision as shown in the **Coverage Features**.

B. Amount Of Insurance

The minimum and maximum amounts of Insurance eligible for portability are in Item No. 1 above. If you do not have Life Insurance or Dependent Life Insurance coverage to continue, the minimum amount does not apply.

The amount of Insurance you continue under this provision cannot be increased.

The amount of your Insurance will not be reduced.

C. When Insurance Ends

Insurance continued under this provision ends automatically on the earliest of:

1. The date it would otherwise end under the Group Policy.
2. The date you reach age 70.
3. The date you become insured under any other group life insurance plan.

LIFT01X

This amendment is presented with the Group Policy.

STANDARD INSURANCE COMPANY

By



President



Secretary

GROUP POLICY AMENDMENT NO. 2

Attached to and made a part of Group Policy 615855-E issued to
City and County of Denver as Policyholder.

Effective January 1, 2006, the **Accelerated Benefit** section of the Group Policy is amended to read:

A. Accelerated Benefit

For Members:

If you qualify for Waiver of Premium and give us satisfactory proof of having a **Qualifying Medical Condition** while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Insurance as an Accelerated Benefit. You must have at least \$10,000 of Insurance in effect to be eligible.

For Dependents:

If are under age 60 and you give us satisfactory proof of having a **Qualifying Medical Condition** while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Insurance as an Accelerated Benefit. You must have at least \$10,000 of Insurance in effect to be eligible.

If your Insurance is scheduled to end within 24 months following the date you apply for the Accelerated Benefit, you will not be eligible for the Accelerated Benefit.

Qualifying Medical Condition means you are terminally ill as a result of an illness or physical condition which is reasonably expected to result in death within 24 months

We may have you examined at our expense in connection with your claim for an Accelerated Benefit. Any such examination will be conducted by one or more Physicians of our choice.

B. Application For Accelerated Benefit

You must apply for an Accelerated Benefit. The Member must apply on behalf of a Child. To apply you must give **Proof Of Loss** satisfactory to us on our forms. **Proof Of Loss** must include a statement from a Physician that you have a **Qualifying Medical Condition**.

C. Amount Of Accelerated Benefit

You may receive an Accelerated Benefit of up to 75% of your Insurance. The maximum Accelerated Benefit is \$500,000. The minimum Accelerated Benefit is \$5,000 or 10% of your Insurance, whichever is greater.

If the amount of your Insurance is scheduled to reduce within 24 months following the date you apply for the Accelerated Benefit, your Accelerated Benefit will be based on the reduced amount.

The Accelerated Benefit will be paid to you once in your lifetime in a lump sum. However, the Accelerated Benefit for a Child will be paid to the Member. If you recover from your **Qualifying Medical Condition** after receiving an Accelerated Benefit, we will not ask you for a refund.

D. Effect On Insurance And Other Benefits

For any purpose other than premium payment, the amount of your Insurance after payment of the Accelerated Benefit will be the greater of the amounts in (1) and (2) below; however, if you assign your rights under the Group Policy, the amount of your Insurance will be the amount in (2) below.

(1) 10% of the amount of your Insurance as if no Accelerated Benefit had been paid; or

(2) The amount of your Insurance as if no Accelerated Benefit had been paid; minus

The amount of the Accelerated Benefit; minus

An interest charge calculated as follows:

$A \text{ times } B \text{ times } C \text{ divided by } 365 = \text{Interest charge.}$

A = The amount of the Accelerated Benefit.

B = The monthly average of our variable policy loan interest rate.

C = The number of days from payment of the Accelerated Benefit to the earlier of (1) the date you die, and (2) the date you have a Right To Convert.

Your AD&D Insurance, if any, is not affected by payment of the Accelerated Benefit.

E. Exclusions

No Accelerated Benefit will be paid if:

1. All or part of your Insurance must be paid to your Child(ren), or your Spouse or former spouse as part of a court approved divorce decree, separate maintenance agreement, or property settlement agreement.
2. You are married and live in a community property state, unless you give us a signed written consent from your spouse.
3. You have made an assignment of your Insurance, unless you give us a signed written consent from the assignee.
4. You have filed for bankruptcy, unless you give us written approval from the Bankruptcy Court for payment of the Accelerated Benefit.
5. You are required by a government agency to use the Accelerated Benefit to apply for, receive, or continue a government benefit or entitlement.
6. You have previously received an Accelerated Benefit under the Group Policy.

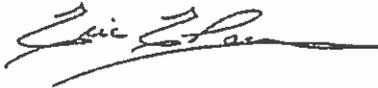
F. Definitions For Accelerated Benefit

Insurance means your Life Insurance Benefit and Dependents Life Insurance Benefit under the Group Policy.

You and your mean any person insured under the Group Policy.

STANDARD INSURANCE COMPANY

By



President



Secretary

GROUP POLICY AMENDMENT NO. 3

Attached to and made a part of Group Policy 615855-E Issued to
City and County of Denver as Policyholder.

Effective January 1, 2005. D. Suicide Exclusion of the **Dependents Life Insurance** section is amended to read:

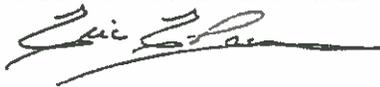
D. Suicide Exclusion: Dependents Life Insurance

If a Dependent's death results from suicide or other intentionally self-inflicted injury, while sane or insane, 1 and 2 below will apply.

1. The amount payable will exclude the amount of Dependents Life Insurance which has not been continuously in effect for at least 1 year on the date of death. In computing the 1-year period, we will include time insured under the Prior Plan.
2. We will refund all premiums paid for Dependents Life Insurance which is excluded from payment under this suicide exclusion which we determine are attributable to that Dependent.

STANDARD INSURANCE COMPANY

By



President



Secretary

GROUP POLICY AMENDMENT NO. 4

Attached to and made a part of Group Policy 615855-E Issued to
City and County of Denver as Policyholder.

Effective January 1, 2008, the Group Policy is amended as follows:

1. Item H. Experience Rating of the **Policyholder Provisions** is deleted.
2. The **Combined Claims Fluctuation Reserve Agreement** in effect in connection with group policies 615855-E and 622518-B is terminated.

An accounting will be performed as of the termination date of the Combined Claims Fluctuation Reserve Agreement, and a deposit to or withdrawal from the CCFR account will be made by The Standard as needed.

After a 12-month runout period, the final accounting will be performed. If the result is negative, a withdrawal from the CCFR account will be made. If the result is positive, no further deposit to the CCFR account will be made.

Any amount remaining in the CCFR account will then be refunded to the Policyholder.

3. The premium rate for **Plan 1 Life Insurance, Plan 2 Life Insurance, and Dependents Life Insurance** for a Spouse will be as follows, beginning January 1, 2008 and continuing until changed as provided in the Group Policy.

Life Insurance:

Plan 1 (basic): \$0.120 monthly per \$1,000 of Life Insurance

Plan 2 (additional):

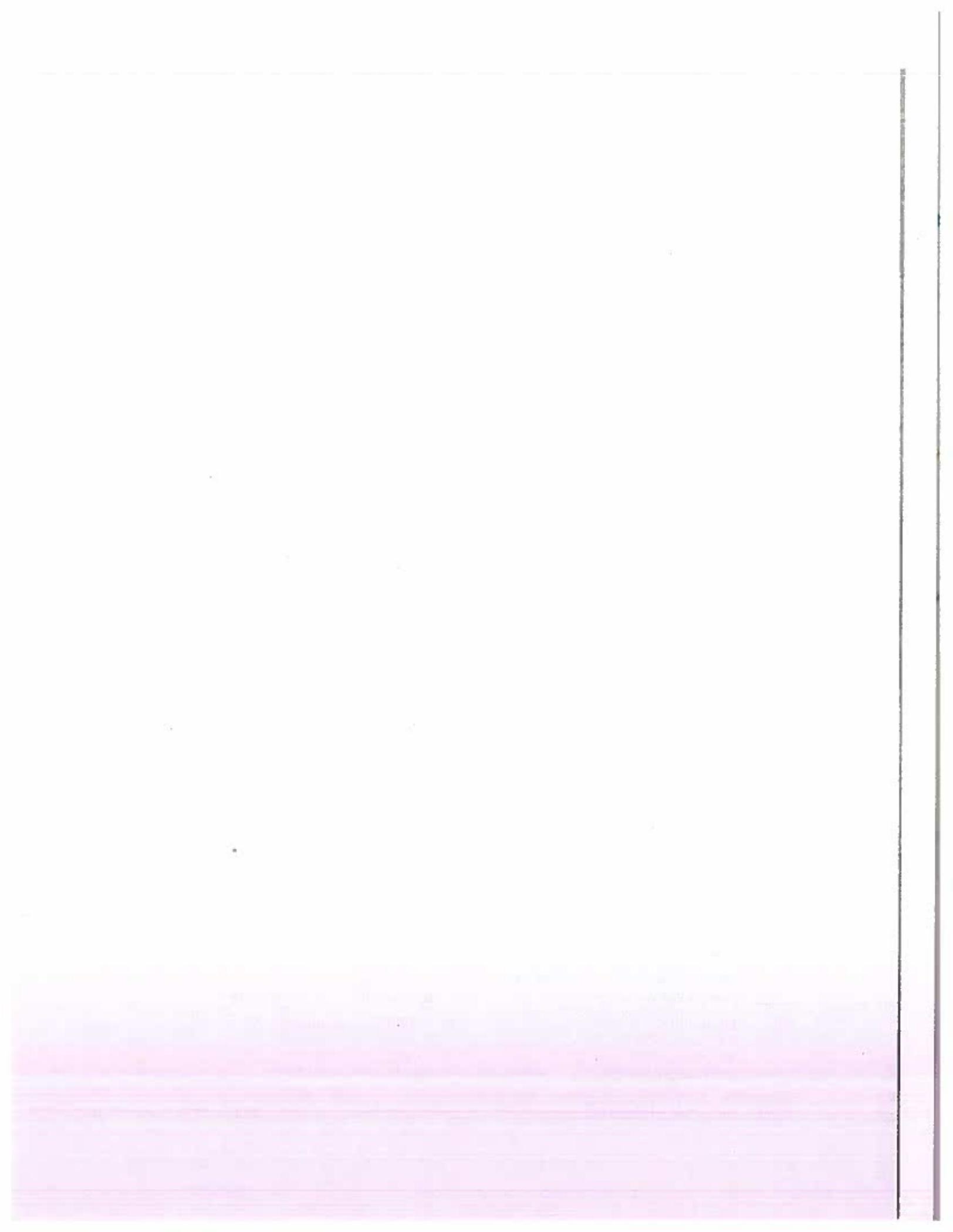
Monthly Rate Per Multiple of \$1,000

Age on last January 1	Non-Tobacco Rate	Tobacco Rate
Under 30	\$ 0.050	0.090
30 through 34	0.060	0.100
35 through 39	0.070	0.130
40 through 44	0.120	0.220
45 through 49	0.200	0.380
50 through 54	0.320	0.610
55 through 59	0.570	1.090
60 through 64	0.740	1.320
65 through 69	1.290	2.130
70 through 74	2.220	3.370
75 through 79	4.560	6.250
80 through 84	6.660	8.320
85 or over	11.950	13.250

Dependents Life Insurance for your Spouse:

Monthly Rate Per Multiple of \$1,000

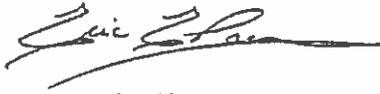
Age on last January 1	Non-Tobacco Rate	Tobacco Rate
Under 30	\$ 0.050	0.090
30 through 34	0.060	0.100
35 through 39	0.070	0.130
40 through 44	0.120	0.220



45 through 49	0.200	0.380
50 through 54	0.320	0.610
55 through 59	0.570	1.090
60 through 64	0.740	1.320
65 through 69	1.290	2.130
70 through 74	2.220	3.370
75 through 79	4.560	6.250
80 through 84	6.660	8.320
85 or over	11.950	13.250

STANDARD INSURANCE COMPANY

By



President



Secretary

GROUP POLICY AMENDMENT NO. 5

Attached to and made a part of Group Policy 615855-E Issued to
City and County of Denver as Policyholder.

Effective January 1, 2008, the renewal date following January 1, 2008 will be January 1, 2011.

STANDARD INSURANCE COMPANY

By



President



Corporate Secretary

GROUP POLICY AMENDMENT NO. 6

Attached to and made a part of Group Policy 615855-E issued to
City and County of Denver as Policyholder.

Effective August 1, 2008, and subject to the **Active Work Provisions**, the Group Policy is amended as follows:

1. The Definition of Member in the Becoming Insured portion of the **Coverage Features** is amended to read:

Definition of Member:

You are a Member If you are:

1. An active CSA (Career Service Authority), Denver Sheriff Department Uniformed Staff or DERP (Denver Employees' Retirement Plan) employee of the Employer, excluding police officers, firefighters or a retired employee; and
2. Regularly working at least 20 hours each week.

You are not a Member if you are:

1. A temporary or seasonal employee.
2. A leased employee.
3. An independent contractor.
4. A full time member of the armed forces of any country.

2. The Class Definition in the Becoming Insured portion of the **Coverage Features** is amended to read:

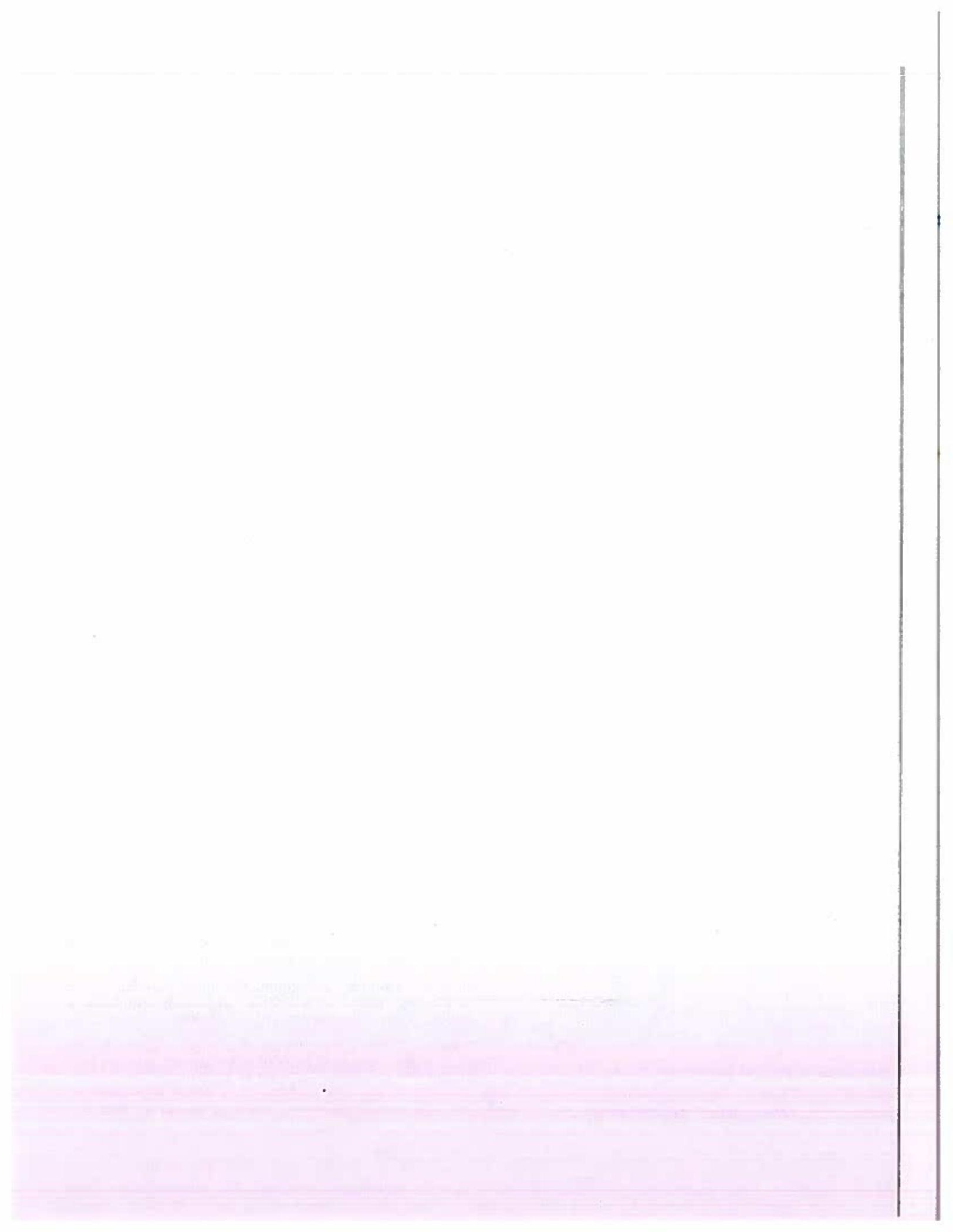
Class Definition:

- | | |
|----------|-----------------------------------------------------------------------------------------------------------|
| Class 1: | All Denver Sheriff Department Uniformed Staff Members |
| Class 2: | All other Members who work less than 80 hours biweekly and whose date of hire is prior to January 1, 2002 |
| Class 3: | All other full-time Members who work at least 80 hours biweekly |
| Class 4: | All other part-time Members regularly working at least 60 but less than 80 hours biweekly |
| Class 5: | All other part-time Members |

3. The Plan 1 (basic) in the Schedule of Life Insurance portion of the **Coverage Features** is amended to read:

Plan 1 (basic):

- Class 1: 2 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount is \$400,000.
- Class 2: 2 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount is \$75,000.
- Class 3: 2 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount is \$100,000.



Class 4: 1.5 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount is \$75,000.

Class 5: 1 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount is \$50,000.

4. The premium rate Class 1 for Plan 1 Life Insurance, and AD&D Insurance will be as follows, beginning August 1, 2008 and continuing until changed as provided in the Group Policy.

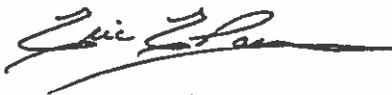
Life Insurance:

Plan 1 (basic): \$0.130 monthly per \$1,000 of Life Insurance

AD&D Insurance: \$0.030 monthly per \$1,000 of AD&D Insurance

STANDARD INSURANCE COMPANY

By



President



Corporate Secretary

GROUP POLICY AMENDMENT NO. 7

Attached to and made a part of Group Policy 615855-E Issued to
City and County of Denver as Policyholder.

Effective January 1, 2005, Item 1. Eligibility under F. Becoming Insured For Dependents Life Insurance of the **Dependents Life Insurance** section is amended to read as follows:

F. Becoming Insured For Dependents Life Insurance

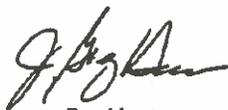
1. Eligibility

You become eligible to insure your Dependents on the later of:

- a. The date you become eligible for Life Insurance; and
- b. The date you first acquire a Dependent.

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By



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GROUP POLICY AMENDMENT NO. 8

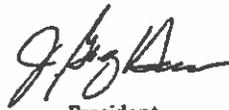
Attached to and made a part of Group Policy 615855-E issued to
City and County of Denver as Policyholder.

Effective October 1, 2009, and subject to the **Active Work Provisions**, the Evidence Of Insurability requirements in the **Becoming Insured** portion of the **Coverage Features** are amended by the addition of the following:

Evidence Of Insurability is not required for Dependents Life Insurance for your Child.

STANDARD INSURANCE COMPANY

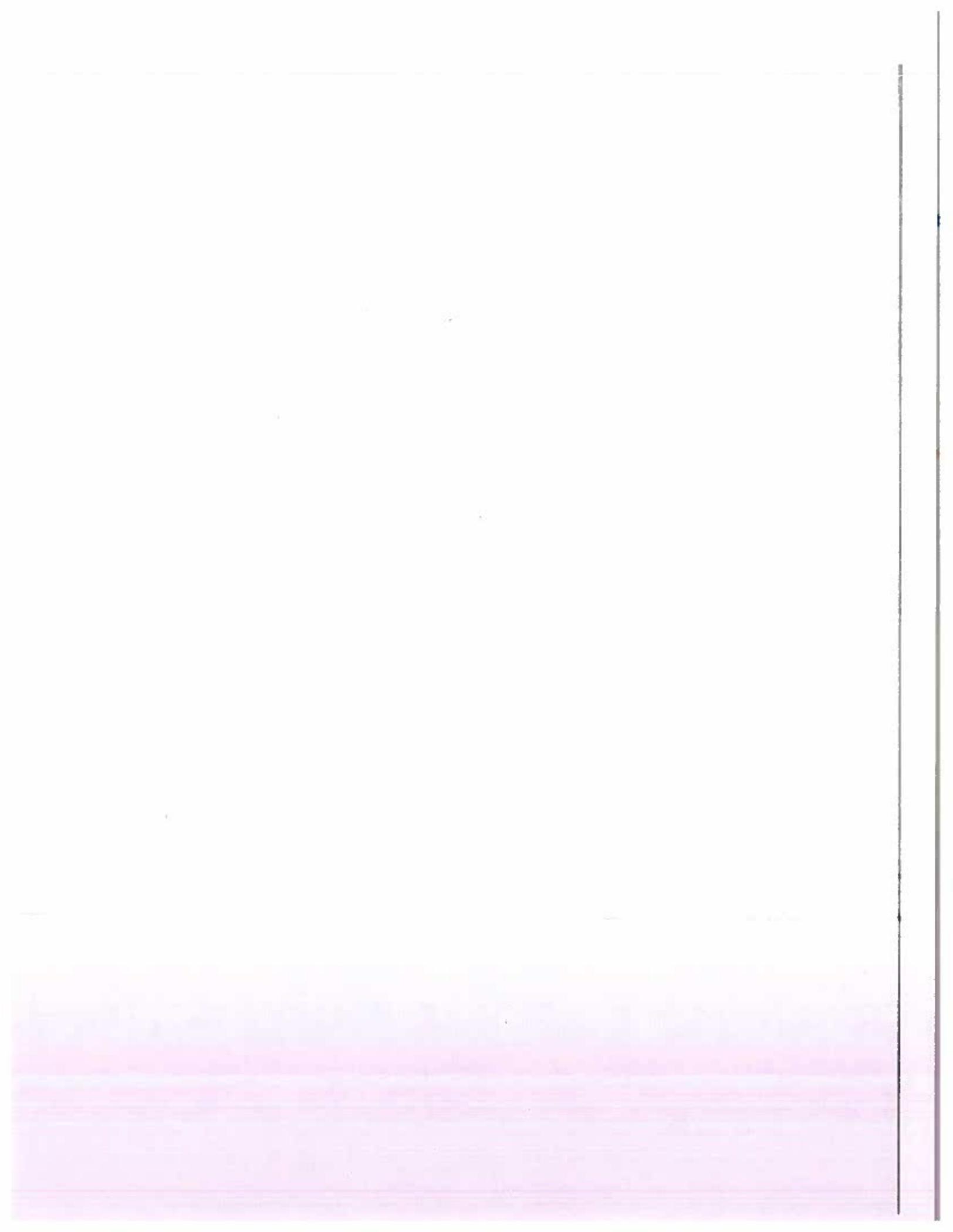
By



President



Corporate Secretary



GROUP POLICY AMENDMENT NO. 9

Attached to and made a part of Group Policy 615855-E issued to
City and County of Denver as Policyholder.

Effective May 1, 2012, and subject to the **Active Work Provisions**, Evidence Of Insurability will not be required on May 1, 2012, for the Member's Spouses as shown below to become insured for Dependents Life Insurance for Spouse in the amount of \$30,000 on May 1, 2012.

<u>Member</u>	<u>Member's Spouse</u>
Crews, Steven	Crews, Samaria
Martinez, Eleanor	Martinez, Raymond

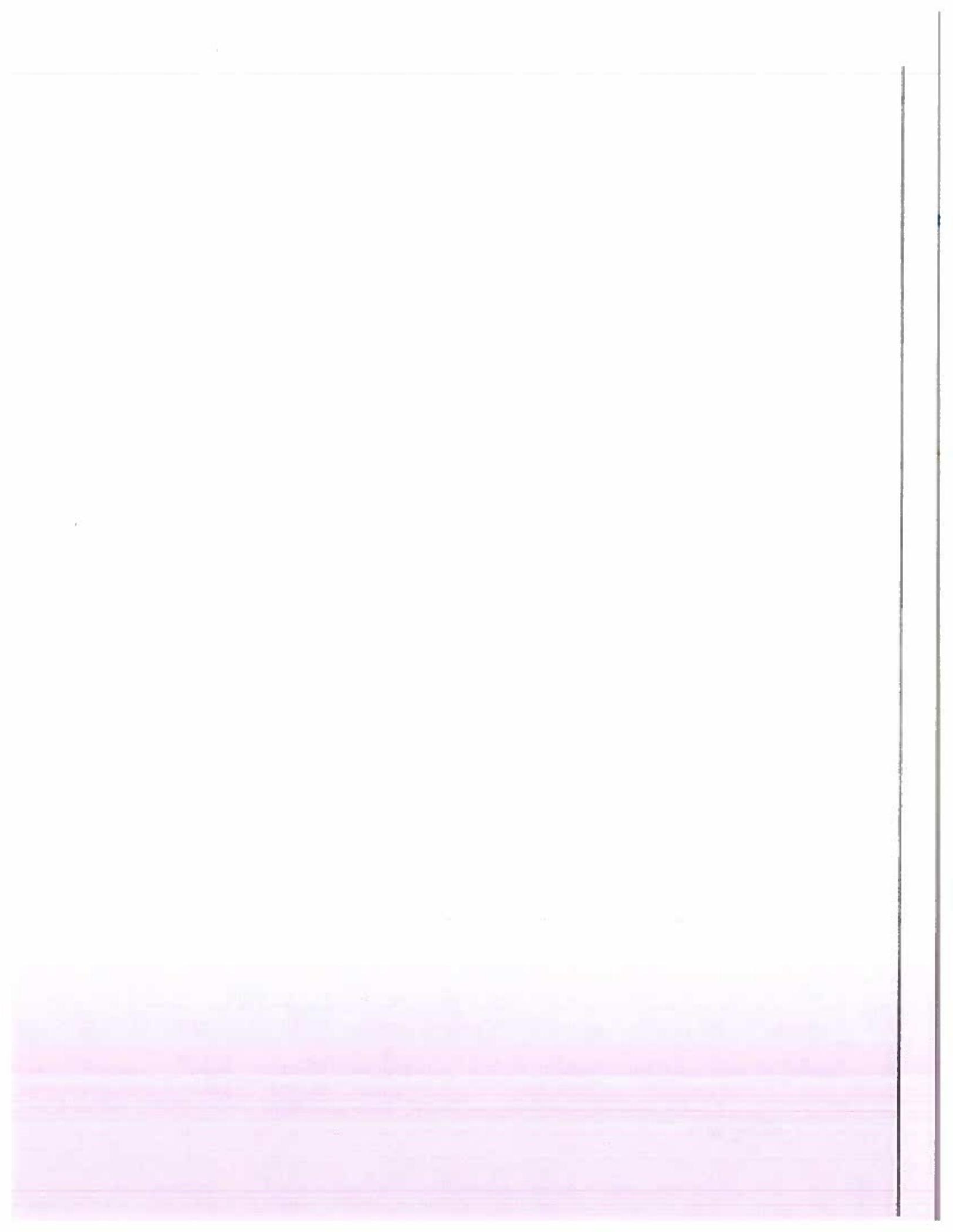
Any other changes in insurance are subject to the terms and provision of the Group Policy.

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By

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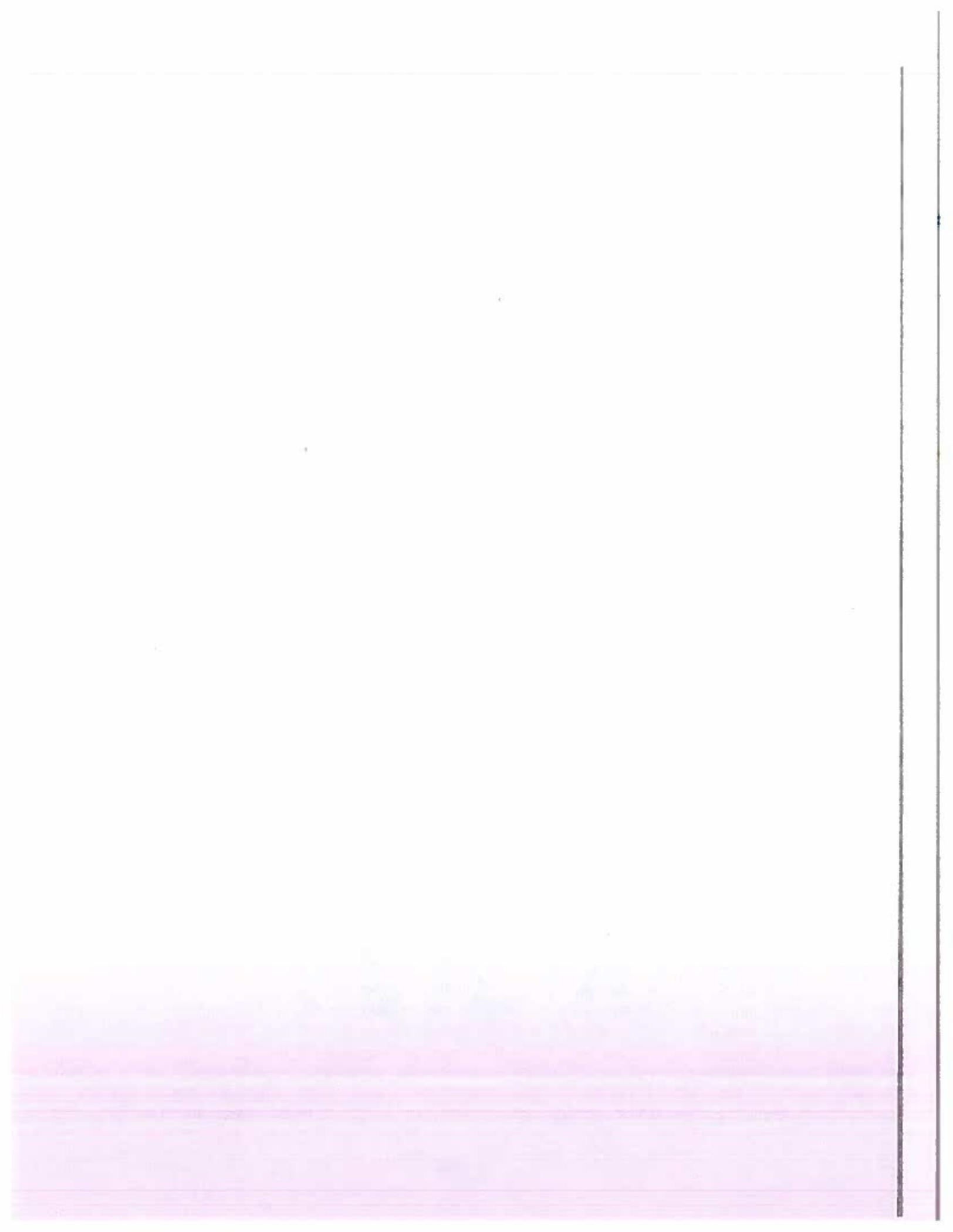


GROUP POLICY AMENDMENT NO. 10

Attached to and made a part of Group Policy 615855-E Issued to
City and County of Denver as Policyholder.

Effective January 1, 2005, and subject to the **Active Work Provisions**, the Group Policy is amended to provide the following amount of Dependents Life Insurance for each individual listed below. The amounts may not be increased and will be subject to age reductions, if any, and all other terms and conditions of the Group Policy.

<u>Last Name</u>	<u>First Name</u>	<u>SSN (Last 4 digits)</u>	<u>Amount of Spouse Life</u>
Abernathy	Daniel	5631	\$130,000
Boyd	Angela	9487	300,000
Budden	Joni	7693	250,000
Carrillo	Jalme	3354	200,000
Clair	Shirley	1178	150,000
Coleman	Melinda	8007	200,000
Coski	Dale	6765	150,000
Dalley	Janet	2675	230,000
Davis	Marc	7524	200,000
Gallegos	Hope	7086	170,000
Gillespie	Erik	0507	300,000
Gullfoyle	Brooke	0350	200,000
Higgins	John	4625	300,000
Hobley	Emmett	6353	300,000
Jimenez	Frank Sandra	5244	225,000
Johnson	Jean	5266	150,000
Kroll	James	5221	150,000
Major	Alice	8180	300,000
Martinez	Julie	6719	105,000
McIntyre	James	8971	250,000
Ortega	Felix	0906	150,000
Pacheco	Steve	1440	125,000
Palz	Carl	2250	150,000
Smith	James	6795	295,000
Thomas	Lesley	4952	300,000
Thrower	Shavonda	9652	300,000
Torres-Janke	Antoinette	5892	300,000
Urbina	Diane	6598	155,000
Valdez	Sharon	9372	150,000
Velez	Virginia	7430	200,000
Wilson	Jeffrey	1269	200,000
Zamora	Joe	1388	150,000



STANDARD INSURANCE COMPANY

By



President



Corporate Secretary

GROUP POLICY AMENDMENT NO. 11

Attached to and made a part of Group Policy 615855-E Issued to
City and County of Denver as Policyholder.

Effective January 1, 2005, and subject to the **Active Work Provisions**, Evidence Of Insurability in the **Becoming Insured** portion of the **Coverage Features** is amended by the addition of the following:

Certain Evidence Of Insurability Requirements Will Be Waived. Your insurance is subject to all other terms of the Group Policy.

During your Employer's enrollment period immediately preceding January 1, 2005, certain Evidence Of Insurability requirements will be waived with respect to Plan 2 Life Insurance and Dependents Life Insurance. However, we will not waive the Evidence Of Insurability requirements if you previously submitted Evidence Of Insurability that was not approved by us.

1. For Members and Dependents insured for contributory insurance under the Prior Plan:
 - a. You may increase your Plan 2 Life Insurance up to \$100,000.
 - b. You may increase Dependents Life Insurance for your Spouse up to \$30,000.
2. For Children eligible or insured for contributory insurance under the Prior Plan:
 - a. You may enroll your Child in Dependents Life Insurance for \$5,000 or \$10,000.
 - b. You may increase Dependents Life Insurance for your Child from \$5,000 to \$10,000.

The effective date of coverage elected in 1. and 2. above, and not subject to Evidence Of Insurability, is January 1, 2005.

STANDARD INSURANCE COMPANY

By



President



Corporate Secretary

GROUP POLICY AMENDMENT NO. 12

Attached to and made a part of Group Policy 615855-E issued to
City and County of Denver as Policyholder.

Effective January 1, 2015, and subject to the **Active Work Provisions**, the Group Policy is amended as follows:

1. The Class Definition in the Becoming Insured portion of the **Coverage Features** is amended to read:

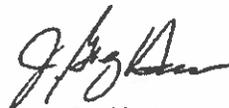
Class 1: All Denver Sheriff Department Uniformed Staff Members
Class 2: All other Members who work less than 60 hours biweekly and whose date of hire is prior to January 1, 2002
Class 3: All other full-time Members who work at least 60 hours biweekly
Class 4: All other part-time Members

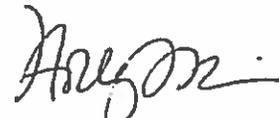
2. The Plan 1 (basic) Life Insurance Benefit in the Schedule Of Insurance portion of the **Coverage Features** is amended to read:

Plan 1 (basic):
Class 1: 2 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount is \$400,000.
Class 2: 2 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount is \$75,000.
Class 3: 2 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount is \$100,000.
Class 4: 1 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount is \$50,000.

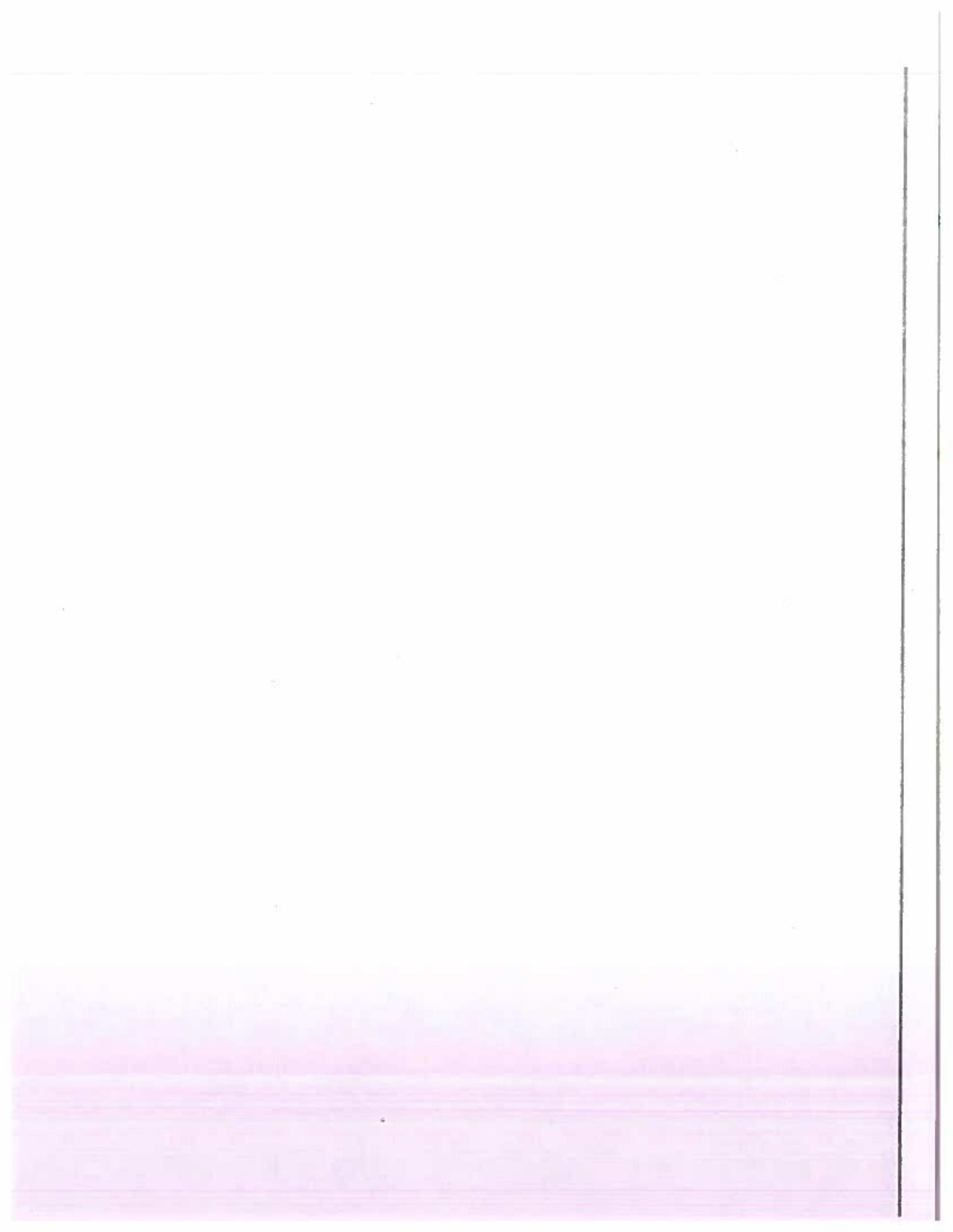
STANDARD INSURANCE COMPANY

By


President


Corporate Secretary

04/08/2015



GROUP POLICY AMENDMENT NO. 13

Attached to and made a part of Group Policy 615855-E issued to
City and County of Denver as Policyholder.

Effective January 1, 2015, the definition of Child in the **Definitions** section is amended to read:

Child means:

1. Your unmarried child or the child of your Domestic Partner from live birth to age 26; or
2. Your unmarried child or the child of your Domestic Partner who meets either of the following requirements:
 - a. The child is insured under the Group Policy and, on and after the date on which insurance would otherwise end because of the Child's age, is continuously Disabled.
 - b. The child was insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy and was Disabled on that day, and is continuously Disabled thereafter.

Child includes any of the following, if they otherwise meet the definition of Child:

- i. Your adopted child;
- ii. Your stepchild, if living in your home; or
- iii. The child of your Domestic Partner.

Your child is Disabled if your child is:

1. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and
2. Chiefly dependent upon you for support and maintenance, or institutionalized because of mental retardation or physical handicap.

You must give us proof your Child is Disabled on our forms within 31 days after a) the date on which insurance would otherwise end because of the Child's age or b) the effective date of your Employer's coverage under the Group Policy if your child is Disabled on that date. At reasonable intervals thereafter, we may require further proof, and have your Child examined at our expense.

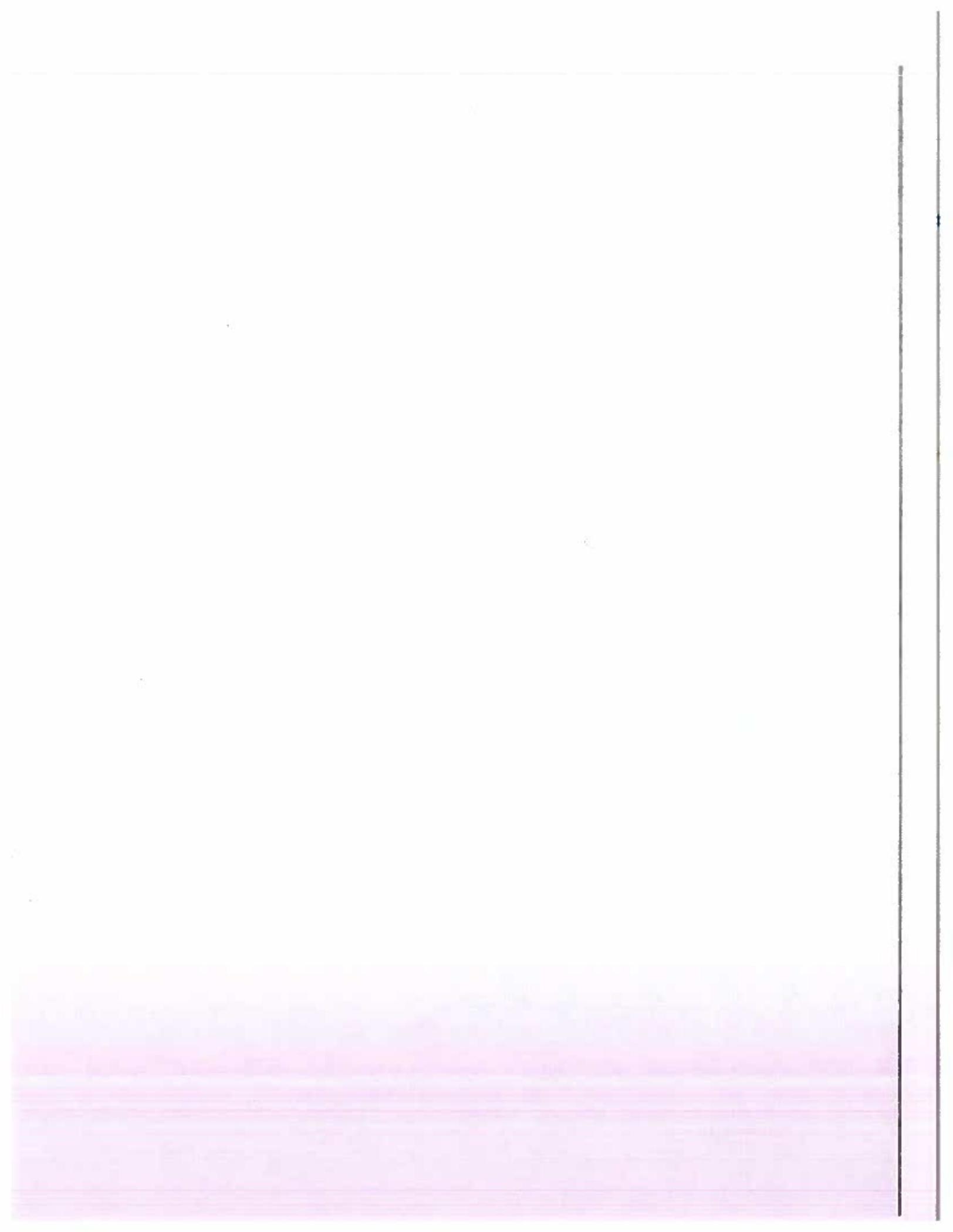
STANDARD INSURANCE COMPANY

By


President


Corporate Secretary

06/25/2015



**EXHIBIT A-2
TO
PURCHASE AGREEMENT
2018 STANDARD INSURANCE COMPANY,
and
The City and County of Denver**

Policies to be purchased subject to approval by the Colorado Department of Insurance:

Ex. A-2: Group Accidental Death & Dismemberment Policy 615855-D for CSA and DERP.

CSA AD&D

STANDARD INSURANCE COMPANY

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

GROUP ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE POLICY

Policyholder:	City and County of Denver
Policy Number:	615855 - D
Effective Date:	January 1, 2005

The consideration for this Group Policy is the application of the Policyholder and the payment by the Policyholder of premiums as provided herein.

Subject to the **Policyholder Provisions** and the **Incontestability Provisions**, this Group Policy (a) is issued for the Initial Rate Guarantee Period shown in the **Coverage Features**, and (b) may be renewed for successive renewal periods by the payment of the premium set by us on each renewal date. The length of each renewal period will be set by us, but will not be less than 12 months.

For purposes of effective dates and ending dates under this Group Policy, all days begin and end at 12:00 midnight at the Policyholder's address.

All provisions on this and the following pages are part of this Group Policy. "You" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

STANDARD INSURANCE COMPANY

By



President



Secretary

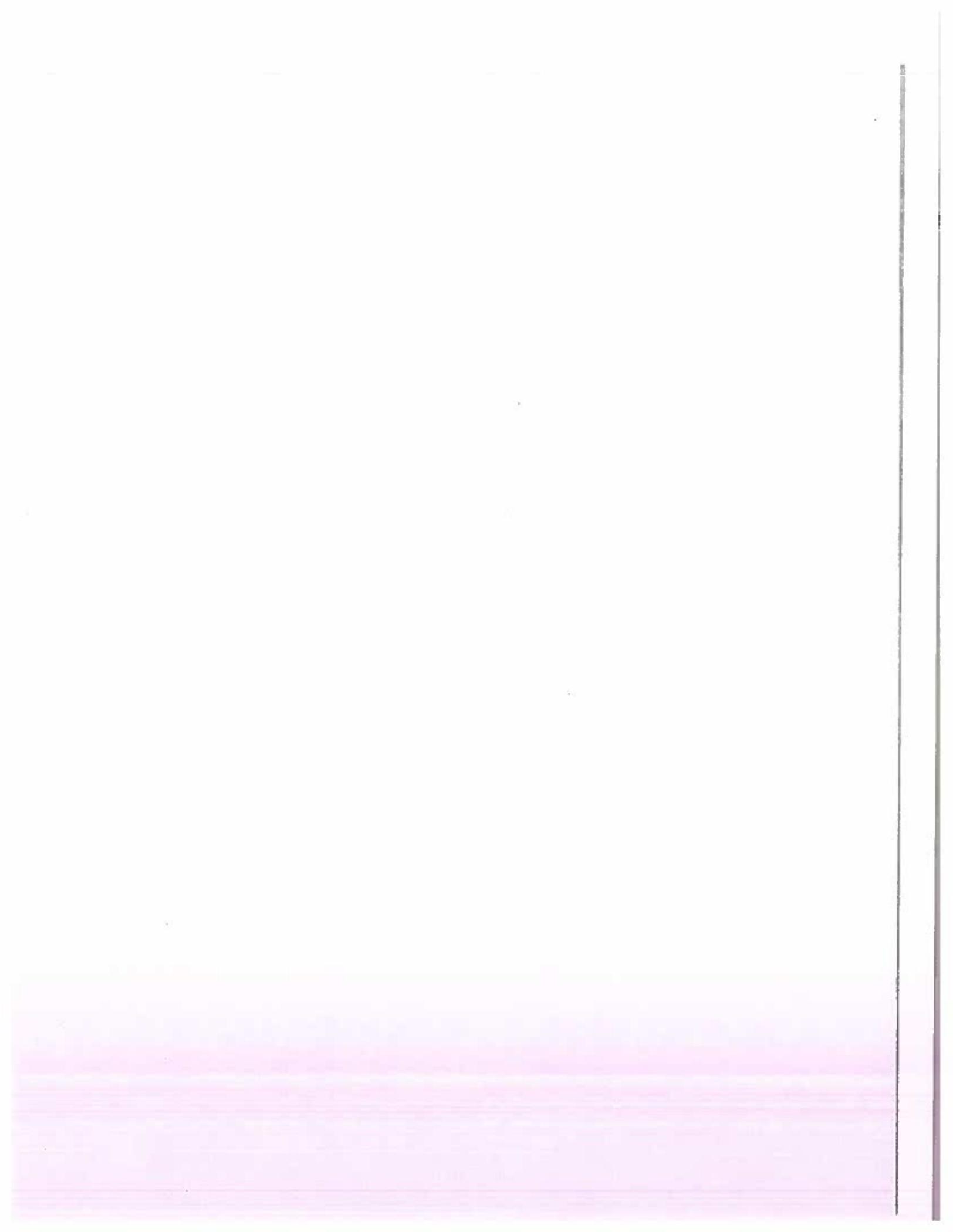


TABLE OF CONTENTS

COVERAGE FEATURES 1
GENERAL POLICY INFORMATION 1
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE 5
ADDITIONAL BENEFITS 7
WHEN AD&D INSURANCE BECOMES EFFECTIVE 10
ACTIVE WORK PROVISIONS 10
WHEN AD&D INSURANCE ENDS 11
REINSTATEMENT OF AD&D INSURANCE 11
CLAIMS 11
ASSIGNMENT 13
BENEFIT PAYMENT AND BENEFICIARY PROVISIONS 13
TIME LIMITS ON LEGAL ACTIONS 16
INCONTESTABILITY PROVISIONS 16
CLERICAL ERROR, AGENCY, AND MISSTATEMENT 16
TERMINATION OR AMENDMENT OF THE GROUP POLICY 17
DEFINITIONS 17
POLICYHOLDER PROVISIONS 19

INDEX OF DEFINED TERMS

The page number shown below is where the term is defined. For terms defined by an entire section, the page number below is the page on which that section begins.

Active Work, 10	Loss, 5
Actively At Work, 10	Member, 1
AD&D Insurance Benefits, 2	Minimum Participation Number, 4
Air Bag System, 7	Percentage, 4
Annual Earnings, 17	Noncontributory, 19
Automobile, 7	Notice Of Rate Change, 4
Beneficiary, 14	Paraplegia, 6
Child, 18	Physician, 19
Class Definition, 1	Policyowner, 1
Contributory, 18	Pregnancy, 19
Dependent, 19	Premium Due Dates, 4
Disabled, 18	Premium Rates, 4
Domestic Partner, 19	Prior Plan, 19
Eligibility Waiting Period, 19	Proof Of Loss, 12
Employer(s), 1	Public Transportation, 10
Evidence Of Insurability, 19	Quadruplegia, 6
Grace Period, 4	Recipient, 15
Group Policy, 19	Reductions In AD&D Insurance Benefits, 3
Group Policy Effective Date, 1	Seat Belt, 7
Group Policy Number, 1	Sickness, 19
Hemiplegia, 6	Spouse, 19
Initial Rate Guarantee Period, 4	SSA Amount, 4
Injury, 19	War, 6
Installment Amount, 4	

COVERAGE FEATURES

This section contains many of the features of your accidental death and dismemberment insurance under the Group Policy. Other provisions, including exclusions and limitations, 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: 615855-D

Policyholder: City and County of Denver

Employer(s): City and County of Denver and
Denver Employees' Retirement Plan (DERP)

Group Policy Effective Date: January 1, 2005

Policy Issued In: Colorado

BECOMING INSURED

To become insured you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **When AD&D Insurance Becomes Effective and Active Work Provisions**.

Definition of Member:

You are a Member if you are:

1. An active CSA (Career Service Authority), Sheriff or DERP (Denver Employees' Retirement Plan) employee of the Employer, excluding police officers, firefighters or a retired employee; and
2. Regularly working at least 20 hours each week.

You are not a Member if you are:

1. A temporary or seasonal employee; or
2. A full time member of the armed forces of any country.

Class Definition:

Not applicable

Eligibility Waiting Period:

You are eligible on one of the following dates:

If you are a Member on the Group Policy Effective Date, you are eligible on that date.

If you become a Member after the Group Policy Effective Date, you are eligible on the date you become a Member.

PREMIUM CONTRIBUTIONS

Insurance is: Contributory

The cost of insurance may be funded by contributions to an IRC Section 125 Cafeteria Plan.

SCHEDULE OF AD&D INSURANCE

AD&D Insurance Benefits:

You may apply for AD&D Insurance in multiples of \$10,000, from \$10,000 to \$500,000. Amounts in excess of \$250,000 may not exceed ten times your Annual Earnings.

The amount payable for certain Losses will differ. The amount payable is equal to a percentage of the AD&D Insurance Benefits in effect on the date of the accident. No more than 100% of the AD&D Insurance Benefits in effect will be paid for all Losses incurred by you or your Dependent as a result of one accident. The percentage is shown below.

<u>Loss:</u>	<u>Percentage:</u>
Life	100%
One hand, one foot, sight in one eye, speech, or hearing in both ears	50%
Two or more of the above Losses	100%
Thumb and index finger of same hand	25%*
Quadriplegia	100%
Hemiplegia	50%
Paraplegia	50%

*No benefit will be paid for Loss of thumb and index finger of the same hand if benefits are payable for the Loss of that entire hand.

You may apply for AD&D Insurance for your Dependents. The amount of AD&D Insurance Benefits for your Dependents is equal to a percentage of your AD&D Insurance Benefits, as follows:

Spouse only:	60%
Children only:	15% for each Child, not to exceed \$25,000
Spouse and Children:	50% for your Spouse 10% for each Child

REDUCTIONS IN AD&D INSURANCE BENEFITS:

If you reach an age shown below, the amount of AD&D Insurance Benefits will be the amount determined above, multiplied by the appropriate percentage below.

Age	Percentage
65 through 69	65%
70 through 74	50%
75 and over	35%

ADDITIONAL BENEFITS:

Seat Belt Benefit:	The amount of the Seat Belt Benefit is the lesser of (1) \$10,000 or (2) the amount of AD&D Insurance Benefit payable for Loss of your life.
Air Bag Benefit:	The lesser of (1) \$5,000; or (2) the amount of AD&D Insurance Benefit payable for Loss of your life.
Repatriation Benefit:	The lesser of (1) \$5,000; or (2) the expenses incurred to transport your or your Dependent's body to a mortuary near your or your Dependent's primary place of residence.
Career Adjustment Benefit:	The tuition expenses for training incurred by your Spouse within 36 months after the date of your death, exclusive of room and board, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.
Child Care Benefit:	The total child care expense incurred by your Spouse within 36 months after the date of your death for all Children under age 13, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.
Higher Education Benefit:	The tuition expenses incurred per Child within 4 years after the date of your death at an accredited institution of higher education, exclusive of room and board, but not to exceed \$5,000 per year, or the cumulative total of \$20,000 or 25% of the AD&D Insurance Benefit, whichever is less.
Occupational Assault Benefit:	The lesser of (1) \$25,000; or (2) 50% of the amount of the AD&D Insurance Benefit otherwise payable for the Loss.
Public Transportation Benefit:	The lesser of (1) \$200,000; or (2) 100% of the amount of the AD&D Insurance Benefit otherwise payable for the Loss of your life.

See **Additional Benefits**.

OTHER PROVISIONS

Annual Earnings based on:	Earnings in effect on your last full day of Active Work.
SSA Amount:	\$25,000
Installment Amount:	\$10,000

See Benefit Payment And Beneficiary Provisions, Methods Of Payment.

PREMIUM RATES AND RENEWALS

Premium Rates

Member only:	\$0.035 monthly per \$1,000 of Member's AD&D Insurance.
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Member and Dependents:	\$0.048 monthly per \$1,000 of Member's AD&D Insurance.
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Premium Due Dates:	January 1, 2005 and the first day of each calendar month thereafter.
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Grace Period:	60 days
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Initial Rate Guarantee Period:	January 1, 2005 to January 1, 2007
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Notice Of Rate Change:	180 days
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Minimum Participation

Number:	10 insured Members
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Percentage:	100% of eligible Members
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ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

A. Insuring Clause

If you or your Dependent have an accident, including accidental exposure to adverse weather conditions, while insured under the Group Policy and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Definition Of Loss

Loss means loss of life, hand, foot, sight, speech, hearing in both ears, thumb and index finger of the same hand and Quadriplegia, Hemiplegia, or Paraplegia which meets all of the following requirements:

1. Is caused solely and directly by an accident.
2. Occurs independently of all other causes.
3. Occurs within 365 days after the accident.

With respect to Loss of life, death will be presumed if you or your Dependent disappears and the disappearance:

1. Is caused solely and directly by an accident that reasonably could have caused Loss of life;
2. Occurs independently of all other causes; and
3. Continues for a period of 365 days after the date of the accident, despite reasonable search efforts.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint, whether or not surgically reattached.

With respect to sight, Loss means entire, uncorrectable, and irrecoverable loss of sight, as certified by a Diplomat of the American Board of Ophthalmology.

With respect to speech, Loss means entire and irrecoverable loss of audible speech, as certified by a Diplomat of the American Board of Otolaryngology.

With respect to hearing, Loss means entire, uncorrectable, and irrecoverable loss of hearing in both ears, as certified by a Diplomat of the American Board of Otolaryngology.

With respect to thumb and index finger of the same hand, Loss means actual and permanent severance from the body at or above the metacarpophalangeal joints.

With respect to Quadriplegia, Hemiplegia, and Paraplegia, Loss must be certified by a licensed medical professional to be permanent, complete, and irreversible.

Quadriplegia means total paralysis of both upper and lower limbs. Hemiplegia means total paralysis of the upper and lower limb on the same side of the body. Paraplegia means total paralysis of both lower limbs.

C. Amount Payable

The amount of AD&D Insurance Benefits is shown in the Coverage Features. The amount payable for certain Losses will differ.

D. Changes In AD&D Insurance Benefits

1. Increases

You must apply in writing for any increase in AD&D Insurance Benefits. Subject to the Active Work Provisions, an increase in AD&D Insurance Benefits becomes effective on the date of a change in your classification, age or Annual Earnings.

2. Decreases

A decrease in AD&D Insurance Benefits because of a change in your classification, age, or Annual Earnings becomes effective on the date of the change.

Any other decrease in AD&D Insurance Benefits becomes effective on the first day of the calendar month coinciding with or next following the date your Employer receives your written request for the decrease.

E. AD&D Insurance Exclusions

No AD&D Insurance Benefits are payable if the accident or Loss is caused or contributed to by any of the following:

1. War or 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.
2. Suicide or other intentionally self-inflicted Injury, while sane or insane.
3. Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing official duties.
4. The voluntary use or consumption of any poison, chemical compound, alcohol, or drug, unless used or consumed according to the directions of a physician.
5. Sickness or Pregnancy existing at the time of the accident or exposure.
6. Heart attack or stroke.
7. Medical or surgical treatment or diagnostic procedure for any of the above.
8. Boarding, leaving, or being in or on any kind of aircraft. However, this exclusion will not apply if the person who incurs the Loss is a fare paying passenger on a commercial aircraft.

ADDITIONAL BENEFITS

Seat Belt Benefit

The amount of the Seat Belt Benefit is shown in the Coverage Features.

We will pay a Seat Belt Benefit if you or your Dependent meets all of the following requirements:

1. You or your Dependent die as a result of an Automobile accident for which AD&D Insurance Benefits are payable for Loss of your life.
2. You or the deceased is wearing and properly utilizing a Seat Belt System at the time of the accident, as evidenced by a police accident report.

The Seat Belt Benefit will be paid according to the Benefit Payment And Beneficiary Provisions in the same manner as the AD&D Insurance Benefits.

Seat Belt System means a properly installed combination lap and shoulder restraint system that meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration. Seat Belt System will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt System does not include a shoulder restraint alone.

Automobile means a private passenger motor vehicle licensed for use on public highways.

Air Bag Benefit

The amount of the Air Bag Benefit is shown in the Coverage Features.

We will pay an Air Bag Benefit if all of the following requirements are met:

1. You or your Dependent die as a result of an Automobile accident for which a Seat Belt Benefit is payable for Loss of your life.
2. The Automobile is equipped with an Air Bag System that was installed as original equipment by the Automobile manufacturer and has received regular maintenance or scheduled replacement as recommended by the Automobile manufacturer.
3. You or the deceased is seated in the driver's or a passenger's seating position intended to be protected by the Air Bag System and the respective Air Bag System deployed in the crash, as evidenced by a police accident report.

The Air Bag Benefit will be paid according to the Benefit Payment And Beneficiary Provisions in the same manner as the AD&D Insurance Benefits.

Air Bag System means an automatically inflatable passive restraint system that is designed to provide automatic crash protection in front or side impact Automobile accidents and meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration.

Automobile means a private passenger motor vehicle licensed for use on public highways.

Repatriation Benefit

The amount of the Repatriation Benefit is shown in the Coverage Features.

We will pay a Repatriation Benefit if all of the following requirements are met:

1. You or your Dependent die as a result of an accident for which AD&D Insurance Benefits are payable for Loss of your life.
2. You or the deceased is, on the date of death, more than 200 miles from your or the deceased's primary place of residence.
3. Expenses are incurred to transport your body to a mortuary near your primary place of residence.

The Repatriation Benefit will be paid to the person who incurred the transportation expenses.

Career Adjustment Benefit

The amount of the Career Adjustment Benefit is shown in the Coverage Features.

We will pay a Career Adjustment Benefit if all of the following requirements are met:

1. You are insured under the Group Policy.
2. You die as a result of an accident for which AD&D Insurance Benefits are payable for Loss of your life.
3. Your Spouse is, within 36 months after the date of your death, registered and in attendance at an accredited institution of higher education or trades training program for the purpose of obtaining employment or increasing earnings.

The Career Adjustment Benefit will be paid to your surviving Spouse. If you have no surviving Spouse, no Career Adjustment Benefit will be paid.

Child Care Benefit

The amount of the Child Care Benefit is shown in the Coverage Features.

We will pay a Child Care Benefit if all of the following requirements are met:

1. You are insured under the Group Policy.
2. You die as a result of an accident for which AD&D Insurance Benefits are payable for Loss of your life.
3. Your Spouse pays a licensed child care provider who is not a member of your family for child care provided to your Child(ren) under age 13 within 36 months of your death.

4. The child care is necessary in order for your Spouse to work or to obtain training for work or to increase earnings.

The Child Care Benefit will be paid to your surviving Spouse. If you have no surviving Spouse, no Child Care Benefit will be paid.

Higher Education Benefit

The amount of the Higher Education Benefit is shown in the Coverage Features.

We will pay a Higher Education Benefit if all of the following requirements are met:

1. You are insured under the Group Policy.
2. You die as a result of an accident for which AD&D Insurance Benefits are payable for Loss of your life.
3. On the date of your death, the Child meets one of the following requirements:
 - a. Is registered and in full-time attendance at an accredited institution of higher education beyond high school.
 - b. Within one year is registered and in full-time attendance at an accredited institution of higher education beyond high school.

The Higher Education Benefit will be paid annually to each Child who meets the requirement of item 3.a. above, for a maximum of 4 consecutive years beginning on the date of your death. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

Occupational Assault Benefit

The amount of the Occupational Assault Benefit is shown in the Coverage Features.

We will pay an Occupational Assault Benefit if all of the following requirements are met:

1. While Actively At Work you suffer a Loss for which an AD&D Insurance Benefit is payable.
2. The Loss is the result of an act of physical violence against you that is punishable by law and is evidenced by a police report.

Public Transportation Benefit

The amount of the Public Transportation Benefit is shown in the Coverage Features.

We will pay a Public Transportation Benefit if all of the following requirements are met:

1. You or your Dependent die as a result of an accident for which AD&D Insurance Benefits are payable for Loss of your life.
2. The accident occurs while you or the deceased is riding as a fare-paying passenger on Public Transportation.

Public Transportation Benefits will be paid according to the Benefit Payment And Beneficiary Provisions in the same manner as the AD&D Insurance Benefits.

Public Transportation means a public passenger conveyance operated by a common carrier for the transportation of the general public for a fare and operating on regular passenger routes with a definite schedule of departures and arrivals.

WHEN AD&D INSURANCE BECOMES EFFECTIVE

A. Becoming Insured For AD&D Insurance

Subject to the Active Work Provisions, your AD&D Insurance becomes effective on the later of the date you become eligible and the date you apply.

B. Becoming Insured For AD&D Insurance For Your Dependents

1. Eligibility

You become eligible to insure your Dependents on the later of:

- a. The date you become eligible for AD&D Insurance.**
- b. The date you first acquire a Dependent.**

2. Effective Date

AD&D Insurance for your Dependents becomes effective on the latest of:

- a. The date your AD&D Insurance becomes effective.**
- b. The date you become eligible to insure your Dependents if you apply on or before that date.**
- c. The date you apply if you apply after you become eligible.**

While AD&D Insurance for your Dependents is in effect, each new Dependent becomes insured.

ACTIVE WORK PROVISIONS

If you are incapable of Active Work because of Sickness, Injury, or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance under the Group Policy, your insurance or increase in 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 the material duties of your own occupation at your Employer's usual place of business.

You will also meet the Active Work requirement if:

1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
2. You were Actively At Work on your last scheduled work day before the date of your absence; and
3. You were capable of Active Work on the day before the scheduled effective date of your insurance or increase in your insurance.

WHEN AD&D INSURANCE ENDS

AD&D Insurance ends automatically on the earliest of the following:

1. The date the last period ends for which a premium was paid for your AD&D Insurance.
2. The last day of the calendar month in which the Group Policy terminates.
3. The last day of the calendar month in which your employment terminates.
4. The date you cease to be a Member. However, if you cease to be a Member because you are not working the required minimum number of hours, your AD&D Insurance will be continued with payment of premium, during a leave of absence which is required by the federal or a state-mandated family or medical leave act or law.

REINSTATEMENT OF AD&D INSURANCE

If your AD&D Insurance ends, you may become insured again as a new Member. However, the following will apply.

1. If your AD&D Insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
2. If your AD&D 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, AD&D Insurance will be reinstated pursuant to the federal or a state-mandated family or medical leave act or law.

CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

B. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided 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, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

C. Proof Of Loss

Proof Of Loss means written proof that a loss occurred:

1. For which the Group Policy provides benefits;
2. Which is not subject to any exclusions; and
3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be provided until we receive Proof Of Loss satisfactory to us.

D. Investigation Of Claim

We may have you or your Dependent examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

E. Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.

F. Notice Of Decision On Claim

We will evaluate a claim for benefits promptly after we receive it. Within 90 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 90 days.

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

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

If we deny any part of the claim, we will send the claimant 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. A description of any additional information needed to support the claim.
- d. Information concerning the claimant's right to a review of our decision.
- e. Information concerning the right to bring a civil action for benefits under section 502(a) of ERISA, if the claim is denied on review.

G. Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing within 60 days after receiving notice of the denial.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request

for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. Within 60 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 60 days. If the extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

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

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

If we deny any part of the claim on review, the claimant 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 the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.
- d. Information concerning the right to bring a civil action for benefits under section 502(a) of ERISA.

The Group Policy does not provide voluntary alternative dispute resolution options.

ASSIGNMENT

The rights and benefits under the Group Policy cannot be assigned.

BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

A. Payment Of Benefits

AD&D Insurance Benefits payable because of Loss of your life will be paid to the Beneficiary you name. See B through E of this section.

AD&D Insurance Benefits payable because of Loss of life of a Dependent will be paid to you. If you are not living, benefits will be paid in equal shares to the first surviving class of the classes below.

1. The children of the Dependent.
2. The parents of the Dependent.
3. The brothers and sisters of the Dependent.
4. Your estate.

AD&D Insurance Benefits payable for Losses other than Loss of life will be paid to the person who incurred the Loss for which the benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.

AD&D Insurance Benefits payable for Losses other than Loss of life will be paid to the person who incurred the Loss for which the benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.

Additional Benefits will be paid as follows:

The Career Adjustment Benefit will be paid to your surviving Spouse. No Career Adjustment Benefit will be paid if you have no surviving Spouse.

The Child Care Benefit will be paid to your surviving Spouse. No Child Care Benefit will be paid if you have no surviving Spouse.

The Higher Education Benefit will be paid annually to each eligible Child. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

The Repatriation Benefit will be paid to the person who incurs the transportation expenses.

B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits. You may name one or more Beneficiaries.

If you name two or more Beneficiaries in a class:

- 1. Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.**
- 2. If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.**
- 3. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.**

You may name or change Beneficiaries at any time without the consent of a Beneficiary. You must name or change Beneficiaries in writing. Your designation:

- 1. Must be dated and signed by you;**
- 2. Must be delivered to the Policyholder or your Employer during your lifetime;**
- 3. Must relate to the AD&D Insurance provided under the Group Policy; and**
- 4. Will take effect on the date it is delivered to the Policyholder or your Employer.**

If we approve it, a designation which meets the requirements of a Prior Plan will be accepted as your Beneficiary designation under the Group Policy.

C. Simultaneous Death Provision

If a Beneficiary or a person in one of the classes listed in item D. No Surviving Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof Of Loss satisfactory to us with respect to your death is delivered to us before the date of the Beneficiary's death.

D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

1. Your Spouse.
2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. Your estate.

E. Methods Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment And Beneficiary Provisions** section.

1. Standard Secure Access Checking Account (SSA)

If the amount payable to a Recipient is not less than the SSA Amount shown in the **Coverage Features**, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest;
- b. Is owned by the Recipient;
- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and
- d. Is fully guaranteed by us.

2. Lump Sum

If the amount payable to a Recipient is less than the SSA Amount shown in the **Coverage Features**, we will pay it in a lump sum.

3. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is not less than the Installment Amount shown in the **Coverage Features**;
- b. The Recipient chooses; and
- c. We agree.

To the extent permitted by law, the amount payable to a Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss satisfactory to us. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss satisfactory to us; and
2. The time within which Proof Of Loss satisfactory to us is required to be given.

INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

Any statement made to obtain or to increase insurance under the Group Policy is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim 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.

We will not use a misrepresentation to reduce or deny a claim after the insurance under the Group Policy, for which such representation was made, has been in effect for two years, unless it was a fraudulent misrepresentation.

B. Incontestability Of Group Policy

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

No misrepresentation by the Policyholder 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 a copy of a written instrument signed by the Policyholder 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:

1. Nonpayment of premiums; or
2. Fraudulent misrepresentations.

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; or
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.

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

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. 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 in order to make the Group Policy consistent with applicable governmental regulation or other applicable law or 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 thereof.

DEFINITIONS

Annual Earnings means your annual rate of earnings from your Employer. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work unless a different date applies (see Coverage Features). Annual Earnings includes:

1. Contributions you make through a salary reduction agreement with your Employer to:

- a. An IRS Section 401(k), 403(b), 408(k), or 457 deferred compensation arrangement; or
 - b. An executive nonqualified deferred compensation arrangement.
2. Shift differential pay.
 3. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Annual Earnings does not include:

1. Bonuses.
2. Overtime pay.
3. Commissions.
4. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
5. Any other extra compensation.

Child means:

1. Your unmarried child or the child of your Domestic Partner from live birth through the end of the calendar year in which the child turns age 23 (and through the end of the calendar month in which the child turns age 24 if a registered student in full time attendance at an accredited educational institution); or
2. Your unmarried child or the child of your Domestic Partner who meets either of the following requirements:
 - a. The child is insured under the Group Policy and, on and after the date on which insurance would otherwise end because of the Child's age, is continuously Disabled.
 - b. The child was insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy and was Disabled on that day, and is continuously Disabled thereafter.

Child includes any of the following, if they otherwise meet the definition of Child:

- I. Your adopted child;
- II. Your stepchild, if living in your home; or
- III. The child of your Domestic Partner.

Your child is Disabled if your child is:

1. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and
2. Chiefly dependent upon you for support and maintenance, or institutionalized because of mental retardation or physical handicap.

You must give us proof your Child is Disabled on our forms within 31 days after a) the date on which insurance would otherwise end because of the Child's age or b) the effective date of your Employer's coverage under the Group Policy if your child is Disabled on that date. At reasonable intervals thereafter, we may require further proof, and have your Child examined at our expense.

Contributory means you pay all or part of the premium for insurance under the Group Policy.

Dependent means your Spouse or Child. Dependent does not include a full-time member of the armed forces of any country.

Eligibility Waiting Period means the period you must be a Member before you become eligible for AD&D Insurance. See Coverage Features.

Evidence Of Insurability means an applicant must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about the applicant's health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. At the applicant's expense, provide any additional information about the applicant's insurability that we may reasonably require.

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

Injury means an injury to the body of a person insured under the Group Policy.

Noncontributory means the Policyholder or Employer pays the entire premium for insurance under the Group Policy.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent or child of either you or your spouse.

Pregnancy means the pregnancy, childbirth, or related medical conditions, including complications of pregnancy of a person insured under the Group Policy.

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

Sickness means the sickness, illness, or disease of a person insured under the Group Policy.

Spouse under the Group Policy means:

1. A person to whom you are legally married; or
2. Your Domestic Partner. Domestic Partner means an individual with whom you have completed an affidavit of declaration of domestic partnership, submitted that affidavit to the Employer, and filed that affidavit for public record if required by law.

For purposes of insurance under the Group Policy, Spouse does not include a person who is a full-time member of the armed forces of any country or a person from whom you are divorced or legally separated or from whom you have terminated a Domestic Partner relationship.

POLICYHOLDER PROVISIONS

A. Premiums

The premium due on each Premium Due Date is the sum of the premiums for all persons then insured. Premium Rates are shown in the Coverage Features.

B. Contributions From Members

The Policyholder determines the amount, if any, of each Member's contribution toward the cost of insurance under the Group Policy.

C. Changes In Premium Rates

We may change Premium Rates when:

1. A change or clarification in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in our obligations; or
2. We and the Policyholder mutually agree to change Premium Rates; or
3. Factors material to underwriting the risk we assumed under the Group Policy, including, but not limited to, number of persons insured, age, Annual Earnings, gender, and occupational classification, change by 25% or more.

Except as provided above, Premium Rates will not be changed during the Initial Rate Guarantee Period shown in the Coverage Features. Thereafter, except as provided above, we may change Premium Rates upon advance written notice to the Policyholder. The minimum advance notice is shown in the Coverage Features as Notice Of Rate Change. Any such change in Premium Rates may be made effective on any Premium Due Date, but no such change will be made more than once in any contract year. Contract years are successive 12 month periods computed from the end of the Initial Rate Guarantee Period.

D. Payment Of Premiums

All premiums are due on the Premium Due Dates shown in the Coverage Features.

Each premium is payable on or before its Premium Due Date directly to us at our home office. The payment of each premium as it becomes due will maintain the Group Policy in force until the next Premium Due date.

E. Grace Period And Termination For Nonpayment

If a premium is not paid on or before its Premium Due Date, it may be paid during the following Grace Period. The length of the Grace Period is shown in the Coverage Features. The Group Policy will remain in force during the Grace Period.

If the premium is not paid during the Grace Period, the Group Policy will terminate automatically at the end of the Grace Period.

The Policyholder will ensure that the premium for insurance under the Group Policy are paid during the Grace Period.

F. Termination For Other Reasons

The Policyholder may terminate the Group Policy by giving us written notice. The effective date of termination will be the later of:

1. The date stated in the notice; and
2. The date we receive the notice.

We may terminate the Group Policy as follows:

1. On any Premium Due Date if the number of persons insured is less than the Minimum Participation Number or less than the Minimum Participation Percentage shown in the Coverage Features.
2. On any Premium Due Date if we determine that the Policyholder has failed to promptly furnish any necessary and material information requested by us, or has failed to perform any other obligations relating to the Group Policy.

The minimum advance notice to the Policyholder of such termination by us is 180 days.

G. Premium Adjustments

Premium adjustments involving a return of unearned premiums to the Policyholder will be limited to the 12 months just before the date we receive a request for premium adjustment.

H. Certificates

We will issue certificates to the Policyholder showing the coverage under the Group Policy. The Policyholder will distribute a certificate to each insured Member. If the terms of the certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

I. Records And Reports

The Policyholder or Employer will furnish on our forms all information reasonably necessary to administer the Group Policy. We have the right at all reasonable times to inspect the payroll and other records of the Policyholder or Employer which relate to insurance under the Group Policy.

J. Agency

Individuals selected by the Policyholder to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or Standard. The Policyholder, Employer and such individuals 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.

K. Notice Of Suit

The Policyholder and Employer shall promptly give us written notice of any lawsuit or other legal proceedings arising under the Group Policy.

L. Entire Contract, Changes

The Group Policy and the application of the Policyholder constitute the entire contract between the parties. A copy of the Policyholder's application is attached to the Group Policy when issued.

The Group Policy may be changed in whole or in part. No change in the Group Policy

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. No agent has authority to change the Group Policy or to waive any of its provisions.

N. Effect On Workers' Compensation, State Disability Insurance

The coverage provided under the Group Policy is not a substitute for coverage under a Workers' Compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.

**EXHIBIT A-3
TO
PURCHASE AGREEMENT
2018 STANDARD INSURANCE COMPANY,
and
The City and County of Denver**

Policies to be purchased subject to approval by the Colorado Department of Insurance:

Ex. A-3: Group Life Insurance Policy 643483-A (Firefighters).

Fire Life

STANDARD INSURANCE COMPANY

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

People. Not Just Policies.®

GROUP LIFE INSURANCE POLICY

Policyholder:	Denver Fire Department
Policy Number:	643483-A
Effective Date:	January 1, 2005

The consideration for this Group Policy is the application of the Policyholder and the payment by the Policyholder of premiums as provided herein.

Subject to the **Policyholder Provisions** and the **Incontestability Provisions**, this Group Policy (a) is issued for the Initial Rate Guarantee Period shown in the **Coverage Features**, and (b) may be renewed for successive renewal periods by the payment of the premium set by us on each renewal date. The length of each renewal period will be set by us, but will not be less than 12 months.

For purposes of effective dates and ending dates under this Group Policy, all days begin and end at 12:00 midnight Standard Time at the Policyholder's address.

This policy includes an Accelerated Benefit. Death benefits will be reduced if an Accelerated Benefit is paid. The receipt of this benefit may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. However, if you meet the definition of "terminally ill individual" according to the Internal Revenue Code Section 101, your Accelerated Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit.

All provisions on this and the following pages are part of this Group Policy. "You" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

STANDARD INSURANCE COMPANY

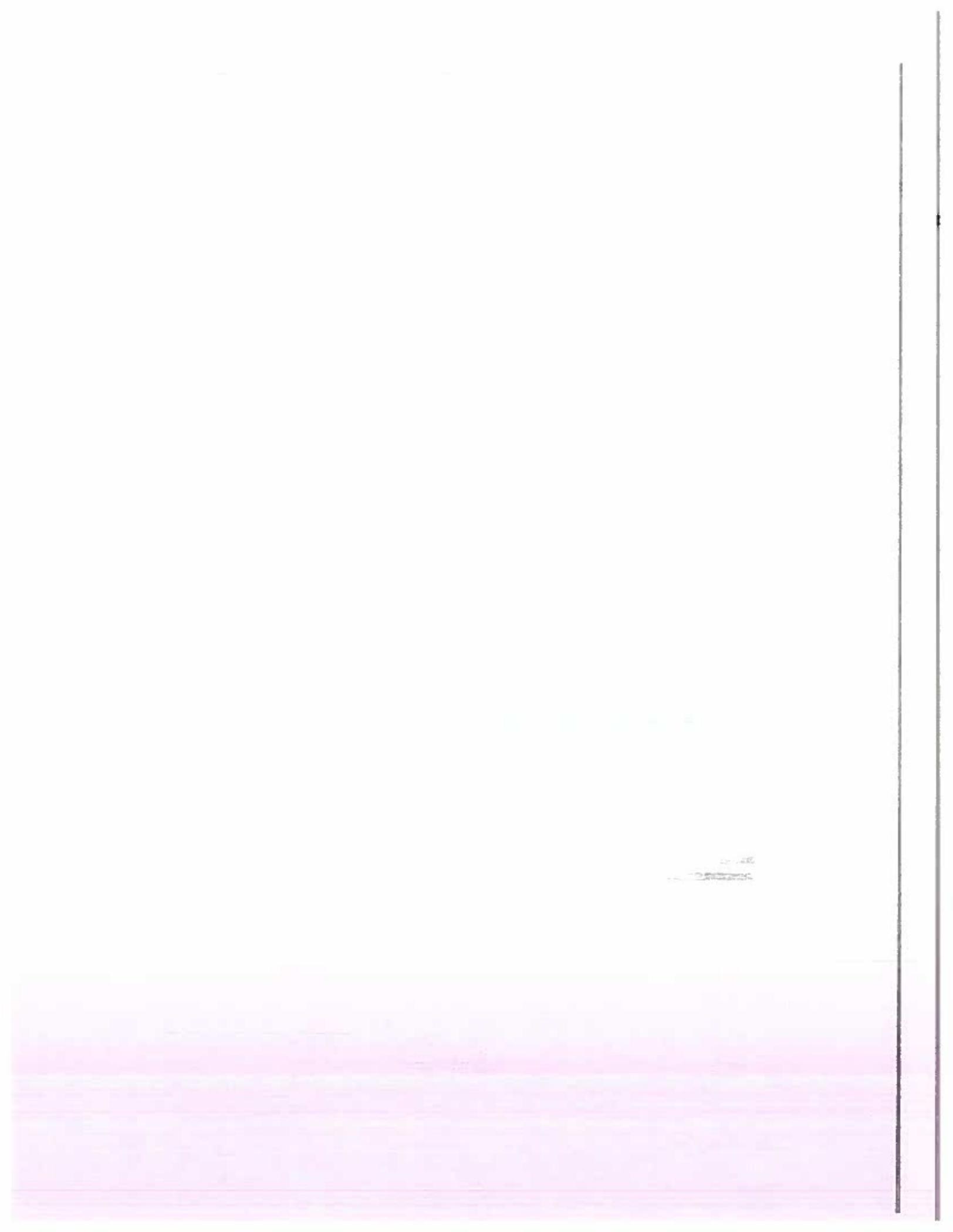
By



President



Secretary



**SUMMARY OF THE COLORADO LIFE AND HEALTH INSURANCE
PROTECTION ASSOCIATION ACT AND NOTICE
CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS**

Residents of Colorado who purchase life insurance, annuities, or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Life and Health Insurance Protection Association. The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in Colorado and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Association is limited, however. As noted below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

IMPORTANT DISCLAIMER

The Life and Health Insurance Protection Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require residency in Colorado. You should not rely on coverage by the Life and Health Insurance Protection Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the association to induce you to purchase any kind of insurance policy.

The state law that provides for this safety-net is called the Life and Health Insurance Protection Association Act. Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the Association.

COVERAGE

Generally, individuals will be protected by the Life and Health Insurance Protection Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they hold certificates under a group life or health insurance contract or annuity, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

Persons holding such policies or contracts are NOT protected by this Association if:

they are not residents of the state of Colorado, except under very specific circumstances;

the insurer was not authorized or licensed to do business in Colorado at the time the policy or contract was issued; or

their policy was issued by a nonprofit hospital or health service organization (e.g., the "Blues"), an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the Association is obligated to pay out. The Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Association will pay a maximum of \$300,000--no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$100,000 in cash surrender values, \$100,000 in health insurance benefits, \$100,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits--again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages.

This information is provided by:

**Life and Health Insurance Protection Association
P.O. Box 480025
Denver, Colorado 80248-0025
(303) 572-1710**

**Colorado Division of Insurance
1560 Broadway, Suite 850
Denver, Colorado 80202
(303) 894-7499**

Table of Contents

COVERAGE FEATURES	1
GENERAL POLICY INFORMATION	1
BECOMING INSURED	1
PREMIUM CONTRIBUTIONS	2
SCHEDULE OF INSURANCE	2
REDUCTIONS IN INSURANCE	4
OTHER BENEFITS	4
OTHER PROVISIONS	4
PREMIUM RATES AND RENEWALS	5
LIFE INSURANCE	7
A. Insuring Clause	7
B. Amount Of Life Insurance	7
C. Changes In Life Insurance	7
D. Repatriation Benefit	7
E. Suicide Exclusion: Life Insurance	7
F. When Life Insurance Becomes Effective	8
G. When Life Insurance Ends	8
H. Reinstatement Of Life Insurance	9
DEPENDENTS LIFE INSURANCE	9
A. Insuring Clause	9
B. Amount Of Dependents Life Insurance	9
C. Changes In Dependents Life Insurance	9
D. Suicide Exclusion: Dependents Life Insurance	10
E. Definitions For Dependents Life Insurance	10
F. Becoming Insured For Dependents Life Insurance	10
G. When Dependents Life Insurance Ends	11
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE	11
A. Insuring Clause	11
B. Definition Of Loss For AD&D Insurance	11
C. Amount Payable	12
D. Changes In AD&D Insurance	12
E. AD&D Insurance Exclusions	12
F. Additional AD&D Benefits	12
G. Becoming Insured For AD&D Insurance	14
H. When AD&D Insurance Ends	15
ACTIVE WORK PROVISIONS	15
PORTABILITY OF INSURANCE	15
WAIVER OF PREMIUM	16
ACCELERATED BENEFIT	17
RIGHT TO CONVERT	19
CLAIMS	20
ASSIGNMENT	22
BENEFIT PAYMENT AND BENEFICIARY PROVISIONS	22
ALLOCATION OF AUTHORITY	25
TIME LIMITS ON LEGAL ACTIONS	25
INCONTESTABILITY PROVISIONS	25
CLERICAL ERROR, AGENCY, AND MISSTATEMENT	26
TERMINATION OR AMENDMENT OF THE GROUP POLICY	26
DEFINITIONS	27
POLICYHOLDER PROVISIONS	29

The Association also does **NOT** provide coverage for:

any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk;

any policy of reinsurance (unless an assumption certificate was issued);

plans of employers, associations or similar entities to the extent they are self-funded or uninsured (that is, not insured by an insurance company, even if an insurance company administers them);

interest rate yields that exceed an average rate;

dividends;

experience rating credits;

credits given in connection with the administration of a policy or contract;

annuity contracts or group annuity certificates not owned by an individual unless and to the extent guaranteed to an individual by the insurer;

annuity contracts or group annuity certificates used by nonprofit insurance companies to provide retirement benefits for nonprofit educational institutions and their employees;

policies, contracts, certificates or subscriber agreements issued by a prepaid dental care plan;

sickness and accident insurance when written by a property and casualty insurer as part of an automobile insurance contract;

unallocated annuity contracts issued to an employee benefit plan protected under the federal Pension Benefit Guaranty Corporation;

policies or contracts issued by an insurer which was insolvent or unable to fulfil its contractual obligations as of July 1, 1991;

policies or contracts covering persons who are not citizens or permanent residents of the United States;

financial guarantees, funding agreements or guaranteed investment contracts not containing mortality guarantees and not issued to or in connection with a specific employee benefit plan or governmental lottery;

any kind of insurance or annuity, the benefits of which are exclusively payable or determined by a separate account required by the terms of such insurance policy or annuity maintained by the insurer or by a separate entity.

COVERAGE FEATURES

This section contains many of the features of your group life insurance. Other provisions, including exclusions and limitations, 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:	643483-A
Type of Insurance Provided:	
Life Insurance:	Yes
Supplemental Life Insurance:	Not applicable
Dependents Life Insurance:	Yes
Accidental Death And Dismemberment (AD&D) Insurance:	Yes
Policyholder:	Denver Fire Department
Employer(s):	Denver Fire Department
Group Policy Effective Date:	January 1, 2005
Policy Issued in:	Colorado

BECOMING INSURED

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Life Insurance** and **Active Work Provisions**. The requirements for becoming insured for coverages other than Life Insurance are set out in the text.

Definition of Member: You are a Member if you are:

1. An active employee of the Employer; and
2. Regularly working at least 30 hours each week.

You are not a Member if you are:

1. A temporary or seasonal employee.
2. A leased employee.
3. An independent contractor.
4. A full time member of the armed forces of any country.

Class Definition: None

Eligibility Waiting Period: You are eligible on one of the following dates:

If you are a Member on the Group Policy Effective Date, you are eligible on that date.

If you become a Member after the Group Policy Effective Date, you are eligible on the date you become a Member.

Evidence of Insurability: Required:

- a. For late application for Contributory insurance.

Index of Defined Terms

- Accelerated Benefit, 17
Active Work, Actively At Work, 15
AD&D Insurance, 27
Air Bag System, 13
Annual Earnings, 27
Automobile, 12
- Beneficiary, 23
- Child, 27
Class Definition, 1
Contributory, 28
Conversion Period, 19
- Dependent, 10
Dependents Life Insurance, 28
Disabled, 27
- Earnings Period, 5
Eligibility Waiting Period, 28
Employer(s), 1
Evidence Of Insurability, 28
- Grace Period, 6
Group Policy, 28
Group Policy Effective Date, 1
Group Policy Number, 1
Guarantee Issue Amount (for Dependents Life Insurance), 2
- Initial Rate Guarantee Period, 6
Injury, 28
Insurance (for Accelerated Benefit), 19
Insurance (for Right to Convert), 19
Insurance (for Waiver Of Premium), 16
- L.L.C. Owner-Employee, 28
Leave Of Absence Period, 4
Life Insurance, 28
Loss, 11
- Maximum Conversion Amount, 4
Member, 1
Minimum Participation, 6
Minimum Participation Number, 6
Minimum Participation Percentage, 6
Minimum Time Insured, 4
- Noncontributory, 28
Notice of Rate Change, 6
- P.C. Partner, 28
Physician, 28
Policyholder, 1
Pregnancy, 28
Premium Due Dates, 6
Premium Rates, 5
Prior Plan, 28
Proof Of Loss, 20
- Qualifying Event, 19
Qualifying Medical Condition, 17
- Recipient, 24
Right To Convert, 19
- Seat Belt System, 12
Sickness, 28
Spouse, 28
Supplemental Life Insurance, 28
- Totally Disabled, 16
- Waiting Period (for Waiver Of Premium), 16
Waiver Of Premium, 16
War, 12
- You, Your (for Right To Convert), 19

- b. For reinstatements if required.
- c. For Members and Dependents eligible but not insured under the Prior Plan.
- d. For any Dependents Life Insurance Benefit in excess of the Guarantee Issue Amount of \$15,000. However, if your Spouse was insured under the Prior Plan for this amount or more on the day before the Group Policy Effective Date, this requirement will be waived for your Spouse on the Group Policy Effective Date.
- e. For any increases resulting from a plan change you elect.
- f. For becoming insured for any amount greater than the amount for which you were insured under the Prior Plan, if your insurance under the Prior Plan was limited because you did not provide evidence of insurability or because your evidence of insurability was not approved.

PREMIUM CONTRIBUTIONS

Life Insurance:

Plan 1:	Noncontributory
Plan 2:	Contributory

AD&D Insurance:	Noncontributory
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Dependents Life Insurance:	Contributory
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SCHEDULE OF INSURANCE

SCHEDULE OF LIFE INSURANCE

For you:

Life Insurance Benefit:

You will become insured under Plan 1 if you meet the requirements to become insured under the Group Policy.

If you are insured under Plan 1, you may also become insured under Plan 2 if you meet the requirements to become insured under Plan 2 Life Insurance under the Group Policy. Plan 2 is a Contributory plan requiring premium contributions from Members.

Plan 1 (basic):	\$50,000
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Plan 2 (additional):	You may apply for Life Insurance in multiples of \$10,000, from \$10,000 to \$50,000.
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The Repatriation Benefit:

The expenses incurred to transport your body to a mortuary near your primary place of residence, but not to exceed \$5,000 or 10% of the Life Insurance Benefit, whichever is less.

If you are insured under Plan 2 Life Insurance, you may elect insurance for your Spouse under Dependents Life Insurance.

For your Spouse:

Dependents Life Insurance Benefit: You may apply for Dependents Life Insurance for your Spouse in multiples of \$5,000, from \$5,000 to \$50,000.

The amount of Dependents Life Insurance for your Spouse may not exceed 100% of the amount of your Life Insurance.

For your Child:

Dependents Life Insurance Benefit: You may apply for Dependents Life Insurance for your Child in multiples of \$1,000, from \$1,000 to \$10,000.

The amount of Dependents Life Insurance for your Child may not exceed 100% of the amount of your Life Insurance.

SCHEDULE OF AD&D INSURANCE

For you:

AD&D Insurance Benefit: The amount of your AD&D Insurance Benefit is equal to the amount of your Plan 1 Life Insurance Benefit. The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D Table Of Losses.

Seat Belt Benefit: The amount of the Seat Belt Benefit is the lesser of (1) \$10,000 or (2) the amount of AD&D Insurance Benefit payable for loss of life.

Air Bag Benefit: The amount of the Air Bag Benefit is the lesser of (1) \$5,000; or (2) the amount of AD&D Insurance Benefit payable for Loss of your life.

Career Adjustment Benefit: The tuition expenses for training incurred by your Spouse within 36 months after the date of your death, exclusive of room and board, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.

Child Care Benefit: The total child care expense incurred by your Spouse within 36 months after the date of your death for all Children under age 13, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.

Higher Education Benefit: The tuition expenses incurred per Child within 4 years after the date of your death at an accredited institution of higher education, exclusive of room and board, but not to exceed \$5,000 per year, or the cumulative total of \$20,000 or 25% of the AD&D Insurance Benefit, whichever is less.

Line of Duty Benefit The Lesser of (1) \$50,000; or (2) 100% of the amount of the AD&D Insurance Benefit otherwise payable for the Loss.

AD&D TABLE OF LOSSES

The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered as shown in the following table:

Loss:	Percentage Payable:
a. Life	100%
b. One hand, one foot or sight of one eye	50%
c. Two or more of the Losses listed in b. above	100%

No more than 100% of your AD&D Insurance will be paid for all Losses resulting from one accident.

REDUCTIONS IN INSURANCE

If you or your Spouse reach an age shown below, the amount of insurance will be the amount determined from the Schedule Of Insurance, multiplied by the appropriate percentage below:

Life, AD&D Insurance and Dependents Life Insurance:

Age	Percentage
65 through 69	65%
70 through 74	50%
75 or over	35%

OTHER BENEFITS

Waiver Of Premium:	Yes
Accelerated Benefit:	Yes

OTHER PROVISIONS

Limits on Right To Convert if Group Policy terminates or is amended:

Minimum Time Insured:	5 years
Maximum Conversion Amount:	\$2,000

Suicide Exclusion:	Applies to:
	a. Plan 2 Life Insurance
	b. Dependents Life Insurance
	c. AD&D Insurance

Leave Of Absence Period:	60 days
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Insurance Eligible For Portability:

For you:

Life Insurance: Yes
Minimum combined amount: \$10,000
Maximum combined amount: \$300,000

For your Spouse:

Dependents Life Insurance: Yes
Minimum combined amount: \$5,000
Maximum combined amount: \$100,000

For your Child:

Dependents Life Insurance: Yes
Minimum combined amount: \$1,000
Maximum combined amount: \$5,000

For you:

AD&D Insurance: Yes
Minimum combined amount: \$10,000
Maximum combined amount: \$300,000

Annual Earnings based on: Earnings in effect on your last full day of Active Work.

**Earnings Period for Commissions
(see **Definitions**):** The preceding 12 calendar months.

PREMIUM RATES AND RENEWALS

Premium Rates:

Life Insurance:

Plan 1 (basic): \$,210 monthly per \$1,000 of Life Insurance

Plan 2 (additional):

Age of Insured On Last January 1	Monthly Rate Per Multiple of \$1,000
Under 30	\$ 0.096
30 through 34	0.111
35 through 39	0.168
40 through 44	0.232
45 through 49	0.402
50 through 54	0.723
55 through 59	1.247
60 through 64	1.789
65 through 69	2.970
70 through 74	4.588
75 or over	12.270

Dependents Life Insurance:

Spouse:

Age of Insured On Last January 1	Monthly Rate Per Multiple of \$1,000
Under 30	\$ 0.092
30 through 34	0.110
35 through 39	0.172
40 through 44	0.292
45 through 49	0.486
50 through 54	0.778
55 through 59	1.080
60 through 64	1.536
65 through 69	2.296
70 through 74	3.824
75 or over	9.336

Child: \$0.200 monthly per \$1,000 of Dependent Life Insurance on Child(ren).

AD&D Insurance: \$0.050 monthly per \$1,000 of AD&D Insurance

Premium Due Dates: January 1, 2005 and the first day of each calendar month thereafter.

Grace Period: 45 days

Initial Rate Guarantee Period: January 1, 2005 to January 1, 2008

Notice of Rate Change: 31 days

Minimum Participation:

Life Insurance:

Number: 10 insured Members

Percentage: Plan 1: 100% of eligible Members

Plan 2: 25% of eligible Members

Dependents Life Insurance: 25% of insured Members with eligible Dependents must elect to insure those Dependents

LIFE INSURANCE

A. Insuring Clause

If you die while insured for Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Amount Of Life Insurance

See the **Coverage Features** for the Life Insurance schedule.

C. Changes In Life Insurance

1. Increases

You must apply in writing for any elective increase in your Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Life Insurance becomes effective as follows:

a. Increases Subject To Evidence Of Insurability

An increase in your Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the calendar month coinciding with or next following the date you apply for an elective increase or the date of change in your classification, age or Annual Earnings.

2. Decreases

A decrease in your Life Insurance because of a change in your classification, age or Annual Earnings becomes effective on the first day of the calendar month coinciding with or next following the date of the change.

Any other decrease in your Life Insurance becomes effective on the first day of the calendar month coinciding with or next following the date the Policyholder or your Employer receives your written request for the decrease.

D. Repatriation Benefit

The amount of the Repatriation Benefit is shown in the **Coverage Features**.

We will pay a Repatriation Benefit if all of the following requirements are met.

1. A Life Insurance Benefit is payable because of your death.
2. You die more than 200 miles from your primary place of residence.
3. Expenses are incurred to transport your body to a mortuary near your primary place of residence.

E. Suicide Exclusion: Life Insurance

The **Coverage Features** states which Life Insurance plan is subject to this suicide exclusion.

If your death results from suicide or other intentionally self-inflicted Injury, while sane or insane, 1 and 2 below apply.

1. The amount payable will exclude the amount of your Life Insurance which is subject to this suicide exclusion and which has not been continuously in effect for at least 1 year on the date of your death. In computing the 1-year period, we will include time you were insured under the

Prior Plan.

2. We will refund all premiums paid for that portion of your Life Insurance which is excluded from payment under this suicide exclusion.

F. When Life Insurance Becomes Effective

The **Coverage Features** states whether your Life Insurance is Contributory or Noncontributory.

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

1. Life Insurance subject to Evidence Of Insurability

Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

2. Life Insurance not subject to Evidence Of Insurability

- a. Noncontributory Life Insurance

Noncontributory Life Insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.

- b. Contributory Life Insurance

You must apply in writing for Contributory Life Insurance and agree to pay premiums. Contributory Life Insurance not subject to Evidence Of Insurability becomes effective on:

- (i) The date you become eligible if you apply on or before that date.
- (ii) The date you apply if you apply within 31 days after you become eligible.

Late application: Evidence Of Insurability is required if you apply more than 31 days after you become eligible.

3. Takeover Provision

- a. 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.
- b. You must submit satisfactory Evidence Of Insurability to become insured for Life Insurance if you were eligible under the Prior Plan for more than 31 days but were not insured.

G. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

1. The date the last period ends for which you made a premium contribution, if your insurance is Contributory;
2. The date the Group Policy terminates;
3. The date your employment terminates; and
4. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 3 above.
 - a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
 - b. While your ability to work is limited because of Sickness, Injury, or Pregnancy.

- c. During the first 60 days of:
 - (1) A temporary layoff; or
 - (2) A strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.
- d. 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.
- e. During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting not more than the period shown in the **Coverage Features**.

H. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, 1 through 4 below will apply.

- 1. If your Life Insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
- 2. If your Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
- 3. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.
- 4. If your Life 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.

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DEPENDENTS LIFE INSURANCE

A. Insuring Clause

If your Dependent dies while insured for Dependents Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Amount Of Dependents Life Insurance

See the **Coverage Features** for the amount of your Dependents Life Insurance.

C. Changes In Dependents Life Insurance

1. Increases

You must apply in writing for any elective increase in your Dependents Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Dependents Life Insurance becomes effective as follows:

a. Increases Subject To Evidence Of Insurability

An increase in your Dependents Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve that Dependent's Evidence Of Insurability.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the first day of the calendar month coinciding with or next following the date you apply for an elective increase.

An increase in your Dependents Life Insurance because of an increase in your Life Insurance becomes effective on the date your Life Insurance increases.

2. Decreases

A decrease in your Dependents Life Insurance because of a decrease in your Life Insurance becomes effective on the date your Life Insurance decreases.

D. Suicide Exclusion: Dependents Life Insurance

If a Dependent's death results from suicide or other intentionally self-inflicted Injury, while sane or insane, 1 and 2 below will apply.

1. The amount payable will exclude the amount of Dependents Life Insurance which has not been continuously in effect for at least 1 year on the date of death. In computing the 1-year period, we will include time insured under the Prior Plan.
2. We will refund all premiums paid for Dependents Life Insurance which is excluded from payment under this suicide exclusion which we determine are attributable to that Dependent.

E. Definitions For Dependents Life Insurance

Dependent means your Spouse or Child. Dependent does not include a person who is a full-time member of the armed forces of any country.

F. Becoming Insured For Dependents Life Insurance

1. Eligibility

You become eligible to insure your Dependents on the later of:

- a. The date your Life Insurance becomes effective; and
- b. The date you first acquire a Dependent.

A Member may not be insured as both a Member and a Dependent. A Child may not be insured by more than one Member.

2. Effective Date

The **Coverage Features** states whether your Dependents Life Insurance is Contributory or Noncontributory. Subject to the **Active Work Provisions**, your Dependents Life Insurance becomes effective as follows:

a. Dependents Life Insurance Subject To Evidence Of Insurability

Dependents Life Insurance subject to Evidence Of Insurability becomes effective on the later of:

1. The date your Life Insurance becomes effective; and
2. The first day of the calendar month coinciding with or next following the date we approve the Dependent's Evidence Of Insurability.

b. Dependents Life Insurance Not Subject To Evidence Of Insurability

1. Noncontributory Dependents Life Insurance

Noncontributory Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the later of:

- i. The date your Life Insurance becomes effective; and
- ii. The date you first acquire a Dependent.

2. Contributory Dependents Life Insurance

You must apply in writing for Contributory Dependents Life Insurance and agree to pay premiums. Contributory Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the latest of:

- i. The date your Life Insurance becomes effective if you apply on or before that date;
- ii. The date you become eligible to insure your Dependents if you apply on or before that date; and
- iii. The date you apply if you apply within 31 days after you become eligible.

Late Application: Evidence Of Insurability is required for each Dependent if you apply more than 31 days after you become eligible.

- c. While your Dependents Life Insurance is in effect, each new Child becomes insured immediately.
- d. Takeover Provision

Each Dependent who was eligible under the Prior Plan for more than 31 days but was not insured must submit satisfactory Evidence Of Insurability to become insured for Dependents Life Insurance.

G. When Dependents Life Insurance Ends

Dependents Life Insurance ends automatically on the earliest of:

1. Five months after you die (no premiums will be charged for your Dependents Life Insurance during this time);
2. The date your Life Insurance ends;
3. The date the Group Policy terminates, or the date Dependents Life Insurance terminates under the Group Policy;
4. The date the last period ends for which you made a premium contribution, if your Dependents Life Insurance is Contributory;
5. For your Spouse, the date of your divorce or legal separation;
6. For any Dependent, the date the Dependent ceases to be a Dependent; and
7. For a Child who is Disabled, 90 days after we mail you a request for proof of Disability, if proof is not given.

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ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

A. Insuring Clause

If you have an accident, while insured for AD&D Insurance, and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Definition Of Loss For AD&D Insurance

Loss means loss of life, hand, foot, sight which meets all of the following requirements:

1. Is caused solely and directly by an accident.
2. Occurs independently of all other causes.
3. Occurs within 365 days of the accident.

4. With respect to Loss of life, is evidenced by a certified copy of the death certificate.
5. With respect to all other Losses, is certified by a Physician in the appropriate specialty as determined by us.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint.

With respect to sight, Loss means entire, uncorrectable, and irrecoverable loss of sight.

C. Amount Payable

See **Coverage Features** for the AD&D Insurance schedule. The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered. See AD&D Table Of Losses in the **Coverage Features**.

D. Changes In AD&D Insurance

Changes in your AD&D Insurance will become effective on the date your Life Insurance changes.

E. AD&D Insurance Exclusions

No AD&D Insurance benefit is payable if the accident or Loss is caused or contributed to by any of the following:

1. War or 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.
2. Suicide or other intentionally self-inflicted injury, while sane or insane.
3. Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.
4. The voluntary use or consumption of any poison, chemical compound, alcohol or drug, unless used or consumed according to the directions of a Physician.
5. Sickness or Pregnancy existing at the time of the accident.
6. Heart attack or stroke.
7. Medical or surgical treatment for any of the above.

F. Additional AD&D Benefits

Seat Belt Benefit

The amount of the Seat Belt Benefit is shown in the **Coverage Features**.

We will pay a Seat Belt Benefit if all of the following requirements are met:

1. You die as a result of an Automobile accident for which an AD&D Insurance Benefit is payable for Loss of your Life; and
2. You are wearing and properly utilizing a Seat Belt System at the time of the accident, as evidenced by a police accident report.

Seat Belt System means a properly installed combination lap and shoulder restraint system that meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration. Seat Belt System will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt System does not include a shoulder restraint alone.

Automobile means a motor vehicle licensed for use on public highways.

Air Bag Benefit

The amount of the Air Bag Benefit is shown in the **Coverage Features**.

We will pay an Air Bag Benefit if all of the following requirements are met:

1. You die as a result of an automobile accident for which a Seat Belt Benefit is payable for Loss of your life.
2. The Automobile is equipped with an Air Bag System that was installed as original equipment by the Automobile manufacturer and has received regular maintenance or scheduled replacement as recommended by the Automobile or Air Bag manufacturer.
3. You are seated in the driver's or a passenger's seating position intended to be protected by the Air Bag System and the Air Bag System deploys, as evidenced by a police accident report.

Air Bag System means an automatically inflatable passive restraint system that is designed to provide automatic crash protection in front or side impact Automobile accidents and meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration.

Automobile means a motor vehicle licensed for use on public highways.

Career Adjustment Benefit

The amount of the Career Adjustment Benefit is shown in the **Coverage Features**.

We will pay a Career Adjustment Benefit to your Spouse if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Spouse is, within 36 months after the date of your death, registered and in attendance at a professional or trades training program for the purpose of obtaining employment or increasing earnings.

No Career Adjustment Benefit will be paid if you have no surviving Spouse.

Child Care Benefit

The amount of the Child Care Benefit is shown in the **Coverage Features**.

We will pay a Child Care Benefit to your Spouse if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.
2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Spouse pays a licensed child care provider who is not a member of your family for child care provided to your Child(ren) under age 13 within 36 months of your death.
4. The child care is necessary in order for your Spouse to work or to obtain training for work or to increase earnings.

No Child Care Benefit will be paid if you have no surviving Spouse.

Higher Education Benefit

The amount of the Higher Education Benefit is shown in the **Coverage Features**.

We will pay a Higher Education Benefit to your Child if all of the following requirements are met:

1. You are insured for AD&D Insurance under the Group Policy.

2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
3. Your Child is, within 12 months after the date of your death, registered and in full-time attendance at an accredited institution of higher education beyond high school.

The Higher Education Benefit will be paid annually to each Child who meets the requirements of Item 3 above, for a maximum of 4 consecutive years beginning on the date of your death. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

Line Of Duty Benefit

The amount of the Line Of Duty Benefit is shown in the **Coverage Features**.

We will pay a Line Of Duty Benefit if all of the following requirements are met:

1. You are a Public Safety Officer.
2. You suffer a Loss for which an AD&D Insurance Benefit is payable.
3. The Loss is the result of a Line Of Duty Accident.

Public Safety Officer means a Member whose primary job duties include controlling or reducing crime or juvenile delinquency, criminal law enforcement, or fire suppression. Public Safety Officer includes police officers, firefighters, corrections officers, judicial officers, and officially recognized or designated volunteer firefighters, if they otherwise meet the definition of Public Safety Officer.

Line of Duty Accident means an accident, including accidental exposure to adverse weather conditions, that occurs while you are taking any action which by rule, regulation, law, or condition of employment you are obligated or authorized to perform as a Public Safety Officer in the course of controlling or reducing crime or criminal law enforcement, including such action taken in response to an emergency while off duty.

If you are a Public Safety Officer, whose primary job duties are controlling or reducing crime, criminal law enforcement, or fire suppression, Line of Duty Accident includes a Line Of Duty Accident that occurs while you are on duty at social, ceremonial, or athletic functions to which you are assigned or for which you are paid as a Public Safety Officer by your Employer.

G. Becoming Insured For AD&D Insurance

1. Eligibility

You become eligible for AD&D Insurance on the date your Life Insurance is effective.

2. Effective Date

The **Coverage Features** states whether AD&D Insurance is Contributory or Noncontributory. Subject to the **Active Work Provisions**, AD&D Insurance becomes effective as follows:

a. Noncontributory AD&D Insurance

Noncontributory AD&D Insurance becomes effective on the date you become eligible.

b. Contributory AD&D Insurance

You must apply in writing for Contributory AD&D Insurance and agree to pay premiums. Contributory AD&D Insurance becomes effective on the later of:

- (i) The date you become eligible if you apply on or before that date.
- (ii) The first day of the calendar month coinciding with or next following the date you apply, if you apply after you become eligible.

H. When AD&D Insurance Ends

AD&D Insurance ends automatically on the earlier of:

1. The date your Life Insurance ends.
2. The date your Waiver Of Premium begins.
3. The date AD&D Insurance terminates under the Group Policy.

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ACTIVE WORK PROVISIONS

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase 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 the material duties of your own occupation at your Employer's usual place of business. You will also meet the Active Work requirement if:

1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
2. You were Actively At Work on your last scheduled work day before the date of your absence; and
3. You were capable of Active Work on the day before the scheduled effective date of your insurance or increase in your insurance.

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PORTABILITY OF INSURANCE

A. Portability Of Insurance

If your insurance under the Group Policy ends because your employment with your Employer terminates, you may be eligible to buy portable group insurance coverage as shown in the **Coverage Features** for yourself and your Dependents without submitting Evidence Of Insurability. To be eligible you must satisfy the following requirements:

1. On the date your employment terminates, you must be able to perform with reasonable continuity the material duties of at least one gainful occupation for which you are reasonably fitted by education, training and experience.

(If you are unable to meet this requirement, see the **Right To Convert and Waiver Of Premium** provisions for other options that may be available to you under the Group Policy.)
2. On the date your employment terminates, you are under age 65.
3. On the date your employment terminates, you must have been continuously insured under the Group Policy for at least 12 consecutive months. In computing the 12 consecutive month period, we will include time insured under the Prior Plan.
4. You must apply in writing and pay the first premium directly to us at our Home Office within 31 days after the date your employment terminates. You must purchase portable group life insurance coverage for yourself in order to purchase any other insurance eligible for portability.

This portable group insurance will be provided under a master Group Life Portability Insurance Policy we have issued to the Standard Insurance Company Group Insurance Trust. If approved, the certificate you will receive will be governed under the terms of the Group Life Portability

Insurance Policy and will contain provisions that differ from your Employer's coverage under the Group Policy.

B. Amount Of Portable Insurance

The minimum and maximum amounts that you are eligible to buy under the Group Life Portability Insurance Policy are shown in the **Coverage Features**. You may buy less than the maximum amounts in increments of \$1,000.

The combined amounts of insurance purchased under this **Portability Of Insurance** provision and the **Right To Convert** provision cannot exceed the amount in effect under the Group Policy on the day before your employment terminates.

C. When Portable Insurance Becomes Effective

Portable group insurance will become effective the day after your employment with your Employer terminates, if you apply within 31 days after the date your employment terminates.

If death occurs within 31 days after the date insurance ends under the Group Policy, life insurance benefits, if any, will be paid according to the terms of the Group Policy in effect on the date your employment terminates and not the terms of the Group Life Portability Insurance Policy. AD&D benefits, if any, will be paid according to the terms of the Group Policy or the Group Life Portability Insurance Policy, but not both. In no event will the benefits paid exceed the amount in effect under the Group Policy on the day before your employment terminates.

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WAIVER OF PREMIUM

A. Waiver Of Premium Benefit

Insurance will be continued without payment of premiums while you are Totally Disabled if:

1. You become Totally Disabled while insured under the Group Policy and under age 60;
2. You complete your Waiting Period; and
3. You give us satisfactory Proof Of Loss.

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

B. Definitions For Waiver Of Premium

1. Insurance means all your insurance under the Group Policy, except AD&D Insurance.
2. Totally Disabled means that, as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.
3. Waiting Period means the 180 consecutive day period beginning on the date you become Totally Disabled. Waiver Of Premium begins when you complete the Waiting Period.

C. Premium Payment

Premium payment must continue until the later of:

1. The date you complete your Waiting Period; and
2. The date we approve your claim for Waiver Of Premium.

D. Refund Of Premiums

We will refund up to 12 months of the premiums that were paid for Insurance after the date you become Totally Disabled.

E. Amount Of Insurance

The amount of Insurance eligible for Waiver Of Premium is the amount in effect on the day before you become Totally Disabled. However, the following will apply:

1. Insurance will be reduced or terminated according to the Group Policy provisions in effect on the day before you become Totally Disabled.
2. If you become insured under a group life insurance plan that replaces the Group Policy while you are eligible for Waiver Of Premium, any death benefit payable under the Group Policy will be reduced by the amount payable under the replacement group life insurance plan.
3. If you receive an Accelerated Benefit, Insurance will be reduced according to the **Accelerated Benefit** provision.
4. The amount of Supplemental Life Insurance on your Spouse will be the lesser of:
 - a. The amount in effect on the day before you become Totally Disabled; and
 - b. The amount in effect one year before the date you become Totally Disabled.

F. Effect Of Death During The Waiting Period

If you die during the Waiting Period and are otherwise eligible for Waiver Of Premium, the Waiting Period will be waived.

G. Termination Or Amendment Of The Group Policy

Insurance will not be affected by termination or amendment of the Group Policy after you become Totally Disabled.

H. When Waiver Of Premium Ends

Waiver Of Premium ends on the earliest of:

1. The date you cease to be Totally Disabled;
2. 90 days after the date we mail you a request for additional Proof Of Loss, if it is not given;
3. The date you fail to attend an examination or cooperate with the examiner;
4. With respect to the amount of Insurance which an insured has converted, the effective date of the individual life insurance policy issued to the insured; and
5. The date you reach age 65.

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ACCELERATED BENEFIT

A. Accelerated Benefit

If you qualify for Waiver Of Premium and give us satisfactory proof of having a Qualifying Medical Condition while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Insurance as an Accelerated Benefit. You must have at least \$10,000 of Insurance in effect to be eligible.

If your Insurance is scheduled to end within 24 months following the date you apply for the Accelerated Benefit, you will not be eligible for the Accelerated Benefit.

Qualifying Medical Condition means you are terminally ill as a result of an illness or physical condition which is reasonably expected to result in death within 12 months.

We may have you examined at our expense in connection with your claim for an Accelerated Benefit. Any such examination will be conducted by one or more Physicians of our choice.

B. Application For Accelerated Benefit

You must apply for an Accelerated Benefit. To apply you must give us satisfactory Proof Of Loss on our forms. Proof Of Loss must include a statement from a Physician that you have a Qualifying Medical Condition.

C. Amount Of Accelerated Benefit

You may receive an Accelerated Benefit of up to 75% of your Insurance. The maximum Accelerated Benefit is \$500,000. The minimum Accelerated Benefit is \$5,000 or 10% of your Insurance, whichever is greater.

If the amount of your Insurance is scheduled to reduce within 24 months following the date you apply for the Accelerated Benefit, your Accelerated Benefit will be based on the reduced amount.

The Accelerated Benefit will be paid to you once in your lifetime in a lump sum. If you recover from your Qualifying Medical Condition after receiving an Accelerated Benefit, we will not ask you for a refund.

D. Effect On Insurance And Other Benefits

For any purpose other than premium payment, the amount of your Insurance after payment of the Accelerated Benefit will be the greater of the amounts in (1) and (2) below; however, if you assign your rights under the Group Policy, the amount of your Insurance will be the amount in (2) below.

(1) 10% of the amount of your Insurance as if no Accelerated Benefit had been paid; or

(2) The amount of your Insurance as if no Accelerated Benefit had been paid; minus

The amount of the Accelerated Benefit; minus

An interest charge calculated as follows:

A times B times C divided by 365 = interest charge.

A = The amount of the Accelerated Benefit.

B = The monthly average of our variable policy loan interest rate.

C = The number of days from payment of the Accelerated Benefit to the earlier of (1) the date you die, and (2) the date you have a Right To Convert.

Your AD&D Insurance, if any, is not affected by payment of the Accelerated Benefit.

E. Exclusions

No Accelerated Benefit will be paid if:

1. All or part of your Insurance must be paid to your Child(ren), or your Spouse or former Spouse as part of a court approved divorce decree, separate maintenance agreement, or property settlement agreement.
2. You are married and live in a community property state unless you give us a signed written consent from your Spouse.
3. You have made an assignment of all or part of your Insurance unless you give us a signed written consent from the assignee.
4. You have filed for bankruptcy, unless you give us written approval from the Bankruptcy Court for payment of the Accelerated Benefit.
5. You are required by a government agency to use the Accelerated Benefit to apply for, receive, or continue a government benefit or entitlement.
6. You have previously received an Accelerated Benefit under the Group Policy.

F. Definitions For Accelerated Benefit

Insurance means your Life Insurance Benefit and Supplemental Life Insurance Benefit, if any, under the Group Policy.

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RIGHT TO CONVERT

A. Right To Convert

You may buy an individual policy of life insurance without Evidence Of Insurability if:

1. Your Insurance ends or is reduced due to a Qualifying Event; and
2. You apply in writing and pay us the first premium during the Conversion Period.

Except as limited under C. Limits On Right To Convert, the maximum amount you have a Right To Convert is the amount of your Insurance which ended.

B. Definitions For Right To Convert

1. Conversion Period means the 31-day period after the date of any Qualifying Event.
2. Insurance means all your insurance under the Group Policy, including insurance continued under Waiver Of Premium, but excluding AD&D Insurance.
3. Qualifying Event means termination or reduction of your Insurance for any reason except:
 - a. The Member's failure to make a required premium contribution.
 - b. Payment of an Accelerated Benefit.
4. You and your mean any person insured under the Group Policy.

C. Limits On Right To Convert

If your Insurance ends or is reduced because of termination or amendment of the Group Policy, 1 and 2 below will apply.

1. You may not convert Insurance which has been in effect for less than the Minimum Time Insured. See Coverage Features.
2. The maximum amount you have a Right To Convert is the lesser of:
 - a. The amount of your Insurance which ended, minus any other group life insurance for which you become eligible during the Conversion Period; and
 - b. The Maximum Conversion Amount. See Coverage Features.

D. The Individual Policy

You may select any form of individual life insurance policy we issue to persons of your age, except:

1. A term insurance policy;
2. A universal life policy;
3. A policy with disability, accidental death, or other additional benefits; or
4. A policy in an amount less than the minimum amount we issue for the form of life insurance you select.

The individual policy of life insurance will become effective on the day after the end of the Conversion Period. We will use our published rates for standard risks to determine the premium.

E. Death During The Conversion Period

If you die during the Conversion Period, we will pay a death benefit equal to the maximum amount you had a Right To Convert, whether or not you applied for an individual policy. The benefit will be paid according to the **Benefit Payment And Beneficiary Provisions**.

LI.RC.OT.1

CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

B. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

Proof Of Loss for Waiver Of Premium must be provided within 12 months after the end of the Waiting Period. We will require further Proof Of Loss at reasonable intervals, but not more often than once a year after you have been continuously Totally Disabled for two years.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

C. Proof Of Loss

Proof Of Loss means written proof that a loss occurred:

1. For which the Group Policy provides benefits;
2. Which is not subject to any exclusions; and
3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be provided until we receive Proof Of Loss.

D. Investigation Of Claim

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

E. Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.

F. Notice Of Decision On Claim

We will evaluate a claim for benefits promptly after we receive it. With respect to all claims except Waiver Of Premium claims, within 90 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 90 days.

With respect to Waiver Of Premium claims, within 45 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to

decide the claim for 30 days. Before the end of this extension period we will send the claimant: (a) a written decision on the Waiver Of Premium claim; or (b) a notice that we are extending the period to decide the claim for an additional 30 days. If an extension is due to the claimant's failure to provide information necessary to decide the Waiver Of Premium claim, the extended time period for deciding the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the 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, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may decide the claim based on the information we have received.

If we deny any part of the claim, we will send the claimant a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. Reference to any internal rule or guideline relied upon in deciding a Waiver Of Premium claim.
4. A description of any additional information needed to support the claim.
5. Information concerning the claimant's right to a review of our decision.
6. Information concerning the right to bring a civil action for benefits under section 502(a) of ERISA if the claim is denied on review.

G. Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing:

1. Within 180 days after receiving notice of the denial of a claim for Waiver Of Premium;
2. Within 60 days after receiving notice of the denial of any other claim.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. With respect to all claims except Waiver Of Premium claims, within 60 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 60 days.

With respect to Waiver Of Premium claims, within 45 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days.

If an extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

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

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

With respect to Waiver Of Premium claims, 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 judgement, 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 judgement and will not be subordinate to that person. The claimant may request the names of medical or vocational experts who provided advice to us about a claim for Waiver Of Premium.

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

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. Reference to any internal rule or guideline relied upon in deciding a Waiver Of Premium claim.
4. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.
5. Information concerning the right to bring a civil action for benefits under section 502(a) of ERISA.

The Group Policy does not provide voluntary alternative dispute resolution options. However, you may contact your local U.S. Department of Labor Office and your State insurance regulatory agency for assistance.

(2ND REV PRIV WRDG) LL.CL.OT.5

ASSIGNMENT

The rights and benefits under the Group Policy cannot be assigned.

LLAS.OT.1

BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

A. Payment Of Benefits

1. Except as provided in item 6 below, benefits payable because of your death will be paid to the Beneficiary you name. See B through E of this section.
2. AD&D Insurance benefits payable for Losses other than Loss of Life will be paid to the person who suffers the Loss for which benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.
3. The benefits below will be paid to you if you are living.
 - a. AD&D Insurance benefits payable because of the death of your Dependent.
 - b. Dependents Life Insurance benefits.
 - c. Supplemental Life Insurance benefits payable because of the death of your Spouse.
 - d. Accelerated Benefits.

4. Dependents Life Insurance benefits and AD&D Insurance benefits payable because of the death of your Dependent which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
 - a. The children of the Dependent.
 - b. The parents of the Dependent.
 - c. The brothers and sisters of the Dependent.
 - d. Your estate.
5. Supplemental Life Insurance benefits payable because of the death of your Spouse which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
 - a. The children of your Spouse.
 - b. The parents of your Spouse.
 - c. The brothers and sisters of your Spouse.
 - d. Your estate.

6. Additional Benefits will be paid as follows:

The Child Care Benefit will be paid to your surviving Spouse. No Child Care Benefit will be paid if you have no Spouse.

The Career Adjustment Benefit will be paid to your Spouse. No Career Adjustment Benefit will be paid if you have no Spouse.

The Higher Education Benefit will be paid annually to each eligible Child. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

The Repatriation Benefit will be paid to the person who incurs the transportation expenses.

B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits. You may name one or more Beneficiaries.

If you name two or more Beneficiaries in a class:

1. Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.
2. If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.
3. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

You may name or change Beneficiaries at any time without the consent of a Beneficiary.

Your Beneficiary designation must be the same for Life Insurance and AD&D Insurance death benefits. Your Beneficiary designations for Life Insurance and your Supplemental Life Insurance may be different.

You must name or change Beneficiaries in writing.

Your designation:

1. Must be dated and signed by you;
2. Must be delivered to the Policyholder or Employer during your lifetime;
3. Must relate to the insurance provided under the Group Policy; and
4. Will take effect on the date it is delivered to the Policyholder or Employer.

If we approve it, a designation, which meets the requirements of a Prior Plan will be accepted as your Beneficiary designation under the Group Policy.

C. Simultaneous Death Provision

If a Beneficiary or a person in one of the classes listed in item D. No Surviving Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

1. Your Spouse.
2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. Your estate.

E. Methods Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

1. Lump Sum

If the amount payable to a Recipient is less than \$25,000, we will pay it in a lump sum.

2. Standard Secure Access Checking Account

If the amount payable to a Recipient is \$25,000, or more, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest;
- b. Is owned by the Recipient;
- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and
- d. Is fully guaranteed by us.

3. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is \$25,000 or more;
- b. The Recipient chooses; and

c. We agree.

To the extent permitted by law, the amount payable to the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

(FB_REPAT_WITH_DEF_8P_25K_SSA_LUMP_INSTALL) LI.BB.OT.4

ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
3. The right to determine:
 - a. Eligibility for insurance;
 - b. Entitlement to benefits;
 - c. Amount of benefits payable;
 - d. Sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy any decision we make in the exercise of our authority is conclusive and binding.

LI.AL.OT.1

TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

LI.TL.OT.1

INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

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

No misrepresentation will be used to reduce or deny a claim 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.

We will not use a misrepresentation to reduce or deny a claim after the insured's insurance has been in effect for two years during the lifetime of the insured.

B. Incontestability Of 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 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 nonpayment of premiums.

LLIN.07.2

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 otherwise validly in force.
3. Continue insurance otherwise validly terminated.

B. Agency

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent.

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

LI.CE.07.1

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 thereof.

LI.TAOT.1

DEFINITIONS

AD&D Insurance means accidental death and dismemberment insurance, if any, under the Group Policy.

Annual Earnings means your annual rate of earnings from your Employer. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work unless a different date applies (see the **Coverage Features**). Annual Earnings includes:

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), or 457 deferred compensation arrangement; or
 - b. An executive nonqualified deferred compensation arrangement.
2. Commissions averaged over the Earnings Period shown in the **Coverage Features** or over the period of your employment if less than the Earnings Period.
3. Shift differential pay.
4. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Annual Earnings does not include:

1. Bonuses.
2. Overtime pay.
3. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
4. Any other extra compensation.

Child means:

1. Your unmarried child from live birth through age 20 (through age 24 if a registered student in full time attendance at an accredited educational institution); or
2. Your unmarried child who meets either of the following requirements:
 - a. The child is insured under the Group Policy and, on and after the date on which insurance would otherwise end because of the Child's age, is continuously Disabled.
 - b. The child was insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy and was Disabled on that day, and is continuously Disabled thereafter.

Child includes any of the following, if they otherwise meet the definition of Child:

- i. Your adopted child; or
- ii. Your stepchild, if living in your home;

Your child is Disabled if your child is:

1. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and

2. Chiefly dependent upon you for support and maintenance, or institutionalized because of mental retardation or physical handicap.

You must give us proof your Child is Disabled on our forms within 31 days after a) the date on which insurance would otherwise end because of the Child's age or b) the effective date of your Employer's coverage under the Group Policy if your child is Disabled on that date. At reasonable intervals thereafter, we may require further proof, and have your Child examined at our expense.

Contributory means you pay all or part of the premium for insurance.

Dependents Life Insurance means dependents life insurance, if any, under the Group Policy.

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

Evidence Of Insurability means an applicant must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about the applicant's health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about the applicant's insurability that we may reasonably require.

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

Injury means an injury to your body.

Life Insurance means life insurance under the Group Policy.

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.

Noncontributory means the Policyholder or Employer pays the entire premium for insurance.

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

Physician means a licensed M.D. or D.O., acting within the scope of the license. 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 life insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

Sickness means your sickness, illness, or disease.

Spouse means a person to whom you are legally married. However, for purposes of insurance under the Group Policy, Spouse does not include a person who is a full-time member of the armed forces of any country or a person from whom you are divorced or legally separated.

Supplemental Life Insurance means supplemental life insurance, if any, under the Group Policy.

(REG WITH COM) L.L.D.F.07.5

POLICYHOLDER PROVISIONS

A. Premiums

The premium due on each Premium Due Date is the sum of the premiums for all persons then insured. Premium Rates are shown in the **Coverage Features**.

B. Contributions From Members

The Policyholder determines the amount, if any, of each Member's contribution toward the cost of insurance under the Group Policy.

C. Changes In Premium Rates

We may change Premium Rates for Supplemental Life Insurance upon 31 days written notice, but not more often than once in any calendar year.

We may change any other Premium Rates when:

1. A change or clarification in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in our obligations; or
2. Factors material to underwriting the risk we assumed under the Group Policy, including, but not limited to, number of persons insured, age, Annual Earnings, gender and occupational classification, change by 25% or more; or
3. We and the Policyholder mutually agree to change Premium Rates.

Except as provided above, Premium Rates will not be changed during the Initial Rate Guarantee Period shown in the **Coverage Features**. Thereafter, except as provided above, we may change Premium Rates upon advance written notice to the Policyholder. The minimum advance notice is shown in the **Coverage Features** as Notice of Rate Change. Any such change in Premium Rates may be made effective on any Premium Due Date, but no such change will be made more than once in any contract year. Contract years are successive 12 month periods computed from the end of the Initial Rate Guarantee Period.

D. Payment Of Premiums

All premiums are due on the Premium Due Dates shown in the **Coverage Features**.

Each premium is payable on or before its Premium Due Date directly to us at our home office. The payment of each premium as it becomes due will maintain the Group Policy in force until the next Premium Due Date.

E. Grace Period And Termination For Nonpayment

If a premium is not paid on or before its Premium Due Date, it may be paid during the following Grace Period. The length of the Grace Period is shown in the **Coverage Features**. The Group Policy will remain in force during the Grace Period.

If the premium is not paid during the Grace Period, the Group Policy will terminate automatically at the end of the Grace Period.

The Policyholder is liable for premium for insurance under the Group Policy during the Grace Period. We may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

F. Termination For Other Reasons

The Policyholder may terminate the Group Policy by giving us written notice. The effective date of termination will be the later of:

1. The date stated in the notice; and
2. The date we receive the notice.

We may terminate the Group Policy as follows:

1. On any Premium Due Date if the number of persons insured is less than the Minimum Participation Number or less than the Minimum Participation Percentage shown in the **Coverage Features**.
2. On any Premium Due Date if we determine that the Policyholder has failed to promptly furnish any necessary information requested by us, or has failed to perform any other obligations relating to the Group Policy.

The minimum advance notice of such termination by us is the same as the Notice of Rate Change stated in the **Coverage Features**.

G. Premium Adjustments

Premium adjustments involving a return of unearned premiums to the Policyholder will be limited to the 12 months just before the date we receive a request for premium adjustment.

H. Certificates

We will issue certificates to the Policyholder showing the coverage under the Group Policy. The Policyholder will distribute a certificate to each Insured Member. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

I. Records And Reports

The Policyholder or Employer will furnish on our forms all information reasonably necessary to administer the Group Policy. We have the right at all reasonable times to inspect the payroll and other records of the Policyholder or Employer which relate to insurance under the Group Policy.

J. Agency And Release

Individuals selected by the Policyholder or by any Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of Standard Insurance Company. The Policyholder, Employer and such individuals 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. The Policyholder and each Employer hereby release, hold harmless and indemnify Standard Insurance Company from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of any of them or their representatives, agency or employees.

K. Notice Of Suit And Indemnification

The Policyholder or Employer shall promptly give us written notice of any lawsuit or other legal proceedings arising under the Group Policy.

The Policyholder and Employer are liable for their own negligent, intentional or wrongful acts or omissions, and those of any insurance broker/agent or administrator acting for or on behalf of either of them, arising from or connected with the administration of the Group Policy. The Policyholder and Employer will indemnify and hold us harmless from any and all contractual or extra-contractual claims, demands, losses, costs and expenses, including interest, penalties and attorney's fees, which we may incur or suffer as a result of any such negligent intentional or wrongful acts.

L. Entire Contract, Changes

The Group Policy and the application of the Policyholder constitute the entire contract between the parties. A copy of the Policyholder's application is attached to the Group Policy when issued.

The Group Policy may be changed in whole or in part. No change in the Group Policy 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. No agent has authority to change the Group Policy or to waive any of its provisions.

M. Effect On Workers' Compensation, State Disability Insurance

The coverage provided under the Group Policy is not a substitute for coverage under a workers' compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.

(NO DIV) LI.PH.OT.4

ALI99X

GROUP POLICY AMENDMENT NO. 2

Attached to and made a part of Group Policy 643483-A issued to
Denver Fire Department as Policyholder.

Effective March 1, 2006, the **Definitions** section is amended to provide the definition for Child and Spouse, as follows:

Child means:

1. Your unmarried child from live birth through age 20 (through age 24 if a registered student in full time attendance at an accredited educational institution); or
2. Your unmarried child who meets either of the following requirements:
 - a. The child is insured under the Group Policy and, on and after the date on which insurance would otherwise end because of the Child's age, is continuously Disabled.
 - b. The child was insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy and was Disabled on that day, and is continuously Disabled thereafter.

Child includes any of the following, if they otherwise meet the definition of Child:

- i. Your adopted child; or
- ii. Your stepchild and the child of your Spouse, if living in your home;

Your child is Disabled if your child is:

1. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and
2. Chiefly dependent upon you for support and maintenance, or institutionalized because of mental retardation or physical handicap.

You must give us proof your Child is Disabled on our forms within 31 days after a) the date on which insurance would otherwise end because of the Child's age or b) the effective date of your Employer's coverage under the Group Policy if your child is Disabled on that date. At reasonable intervals thereafter, we may require further proof, and have your Child examined at our expense.

Spouse means:

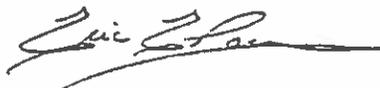
1. A person to whom you are legally married; or
2. Your Domestic Partner. Domestic Partner means an individual with whom you have completed an affidavit of declaration of domestic partnership, submitted that affidavit to the Employer, and filed that affidavit for public record if required by law.

For purposes of insurance under the Group Policy, Spouse does not include a person who is a full-time member of the armed forces of any country or a person from whom you are divorced or legally separated or from whom you have terminated a Domestic Partner relationship.

[[REG WITH COM] LL.DP.07.53]

STANDARD INSURANCE COMPANY

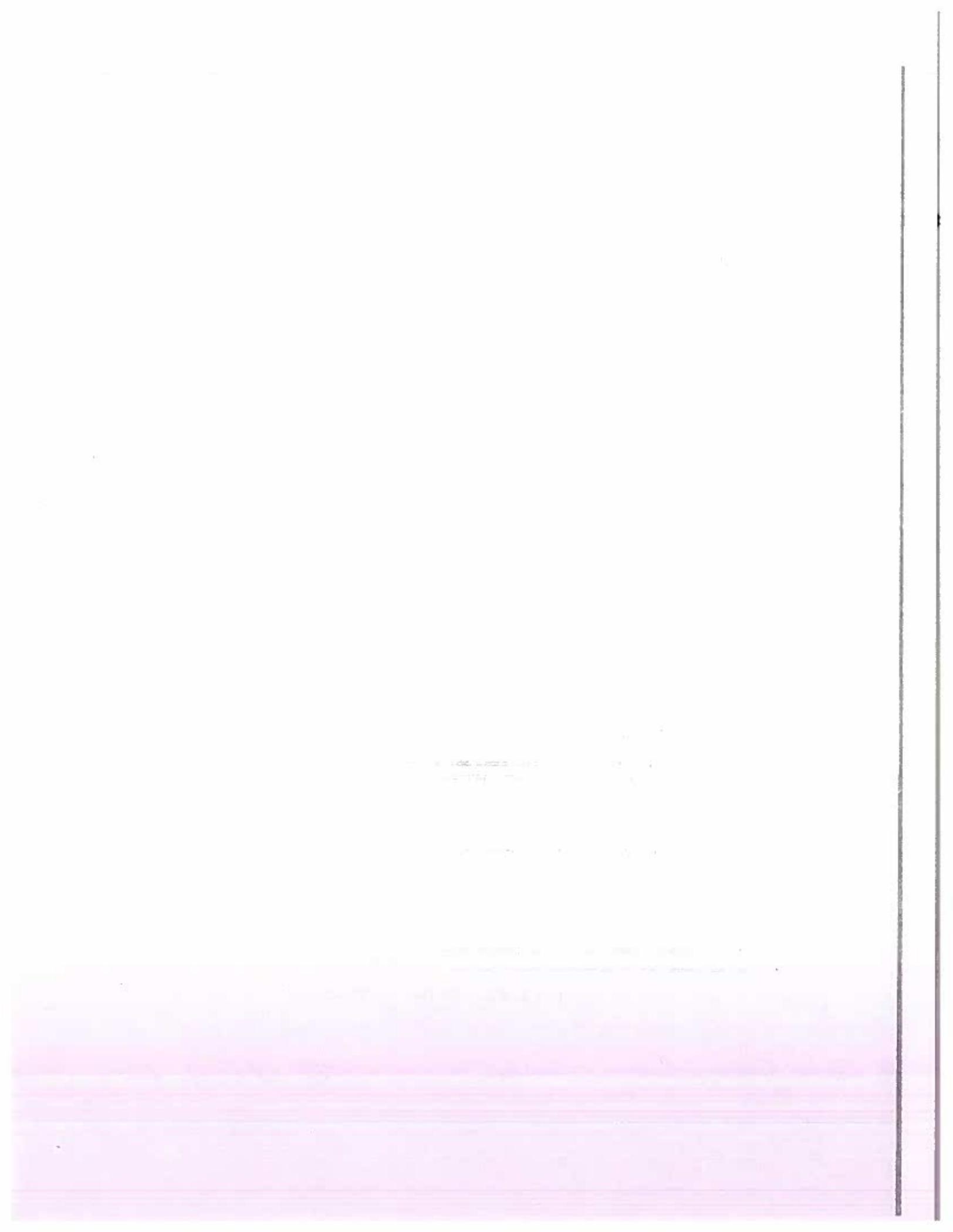
By



President



Secretary



GROUP POLICY AMENDMENT NO. 3

Attached to and made a part of Group Policy 643483-A issued to
Denver Fire Department as Policyholder.

Effective January 1, 2007 and subject to the **Active Work Provisions**, the Group Policy is amended as follows:

1. The Schedule of Insurance portion of the **Coverage Features** is amended to provide the following amounts of Plan 1 Life and AD&D Insurance:

Life Insurance Benefit:

Plan 1 (basic):

1 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount is \$150,000.

AD&D Insurance Benefit:

The amount of your AD&D Insurance Benefit is equal to the amount of your Plan 1 Life Insurance Benefit. The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D Table Of Losses.

After you reach age 65, the amount of your insurance will be reduced according to the Reductions in Insurance shown in the **Coverage Features**.

2. The Premium Rates And Renewals portion of the **Coverage Features** is amended to provide the following:

Initial Rate Guarantee Period:

January 1, 2005 to January 1, 2009

STANDARD INSURANCE COMPANY

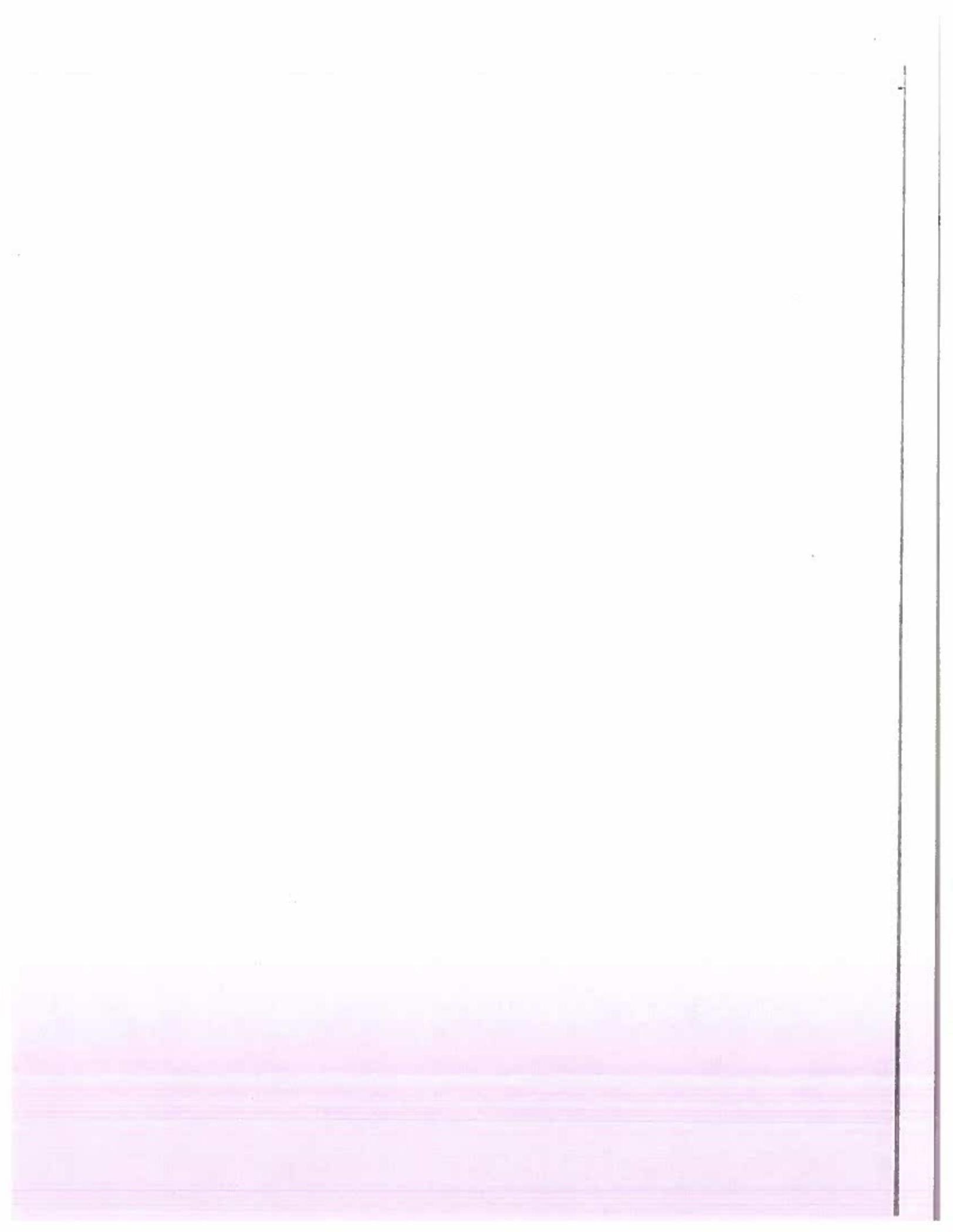
By



President



Secretary



GROUP POLICY AMENDMENT NO. 4

Attached to and made a part of Group Policy 643483-A Issued to
Denver Fire Department as Policyholder.

Effective January 1, 2007 and subject to the **Active Work Provisions**, the Group Policy is amended as follows:

1. Group Policy Amendment No. 3 never came into effect.
2. The Schedule of Insurance portion of the **Coverage Features** is amended to provide the following amounts of Plan 1 Life Insurance and AD&D Insurance:

Life Insurance Benefit:

Plan 1 (basic):

1 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. The minimum amount is \$50,000 and the maximum amount is \$150,000.

AD&D Insurance Benefit:

The amount of your AD&D Insurance Benefit is equal to the amount of your Plan 1 Life Insurance Benefit. The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D Table Of Losses.

After you reach age 65, the amount of your insurance will be reduced according to the Reductions in Insurance shown in the **Coverage Features**.

3. The Premium Rates and Renewals portion of the **Coverage Features** is amended to provide the following:

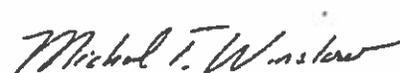
Initial Rate Guarantee Period: January 1, 2005 to January 1, 2009

STANDARD INSURANCE COMPANY

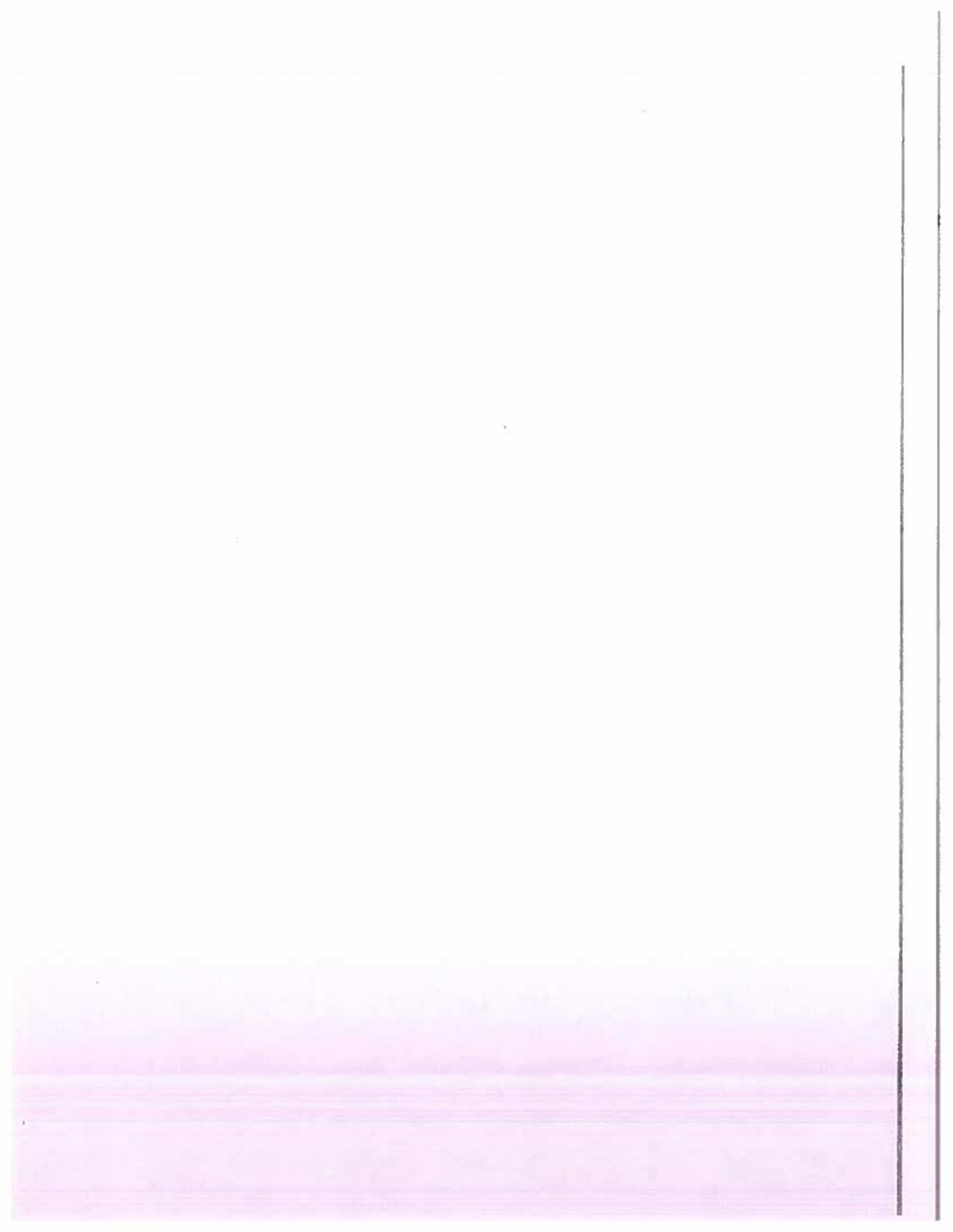
By



President



Secretary



GROUP POLICY AMENDMENT NO. 5

Attached to and made a part of Group Policy 643483-A issued to
Denver Fire Department as Policyholder.

Effective January 1, 2009 and subject to the **Active Work Provisions**, the Group Policy is amended as follows:

1. The Schedule of Insurance portion of the **Coverage Features** is amended to provide the following amounts of Plan 1 Life Insurance and AD&D Insurance:

Life Insurance Benefit:

Plan 1 (basic):

2 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. The minimum amount is \$50,000 and the maximum amount is \$300,000.

AD&D Insurance Benefit:

The amount of your AD&D Insurance Benefit is equal to the amount of your Plan 1 Life Insurance Benefit. The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D Table Of Losses.

After you reach age 65, the amount of your insurance will be reduced according to the Reductions in Insurance shown in the **Coverage Features**.

2. The Premium Rate for Life Insurance will be \$.200 monthly per \$1,000 of Life Insurance, beginning January 1, 2009 and continuing until changed as provided in the Group Policy.

STANDARD INSURANCE COMPANY

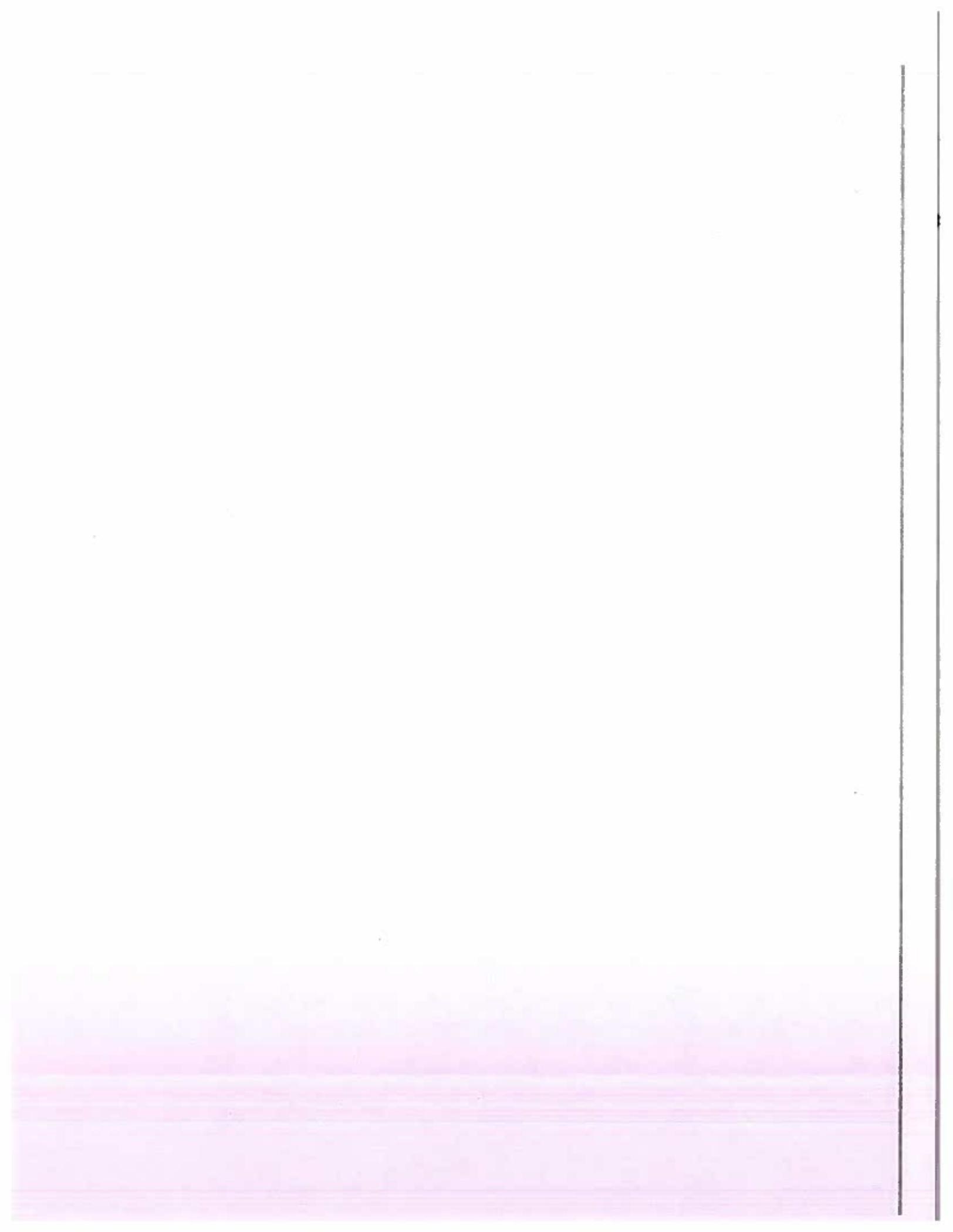
By



President



Corporate Secretary



GROUP POLICY AMENDMENT NO. 6

Attached to and made a part of Group Policy 643483-A issued to
Denver Fire Department as Policyholder.

Effective January 1, 2009 and subject to the **Active Work Provisions**, the Group Policy is amended as follows:

1. Group Policy Amendment No. 5 never came into effect.
2. The Schedule of Insurance portion of the **Coverage Features** is amended to provide the following amounts of Plan 1 Life Insurance and AD&D Insurance:

Life Insurance Benefit:

Plan 1 (basic):

1.5 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount is \$300,000.

AD&D Insurance Benefit:

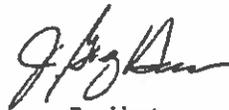
The amount of your AD&D Insurance Benefit is equal to the amount of your Plan 1 Life Insurance Benefit. The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D Table Of Losses.

After you reach age 65, the amount of your insurance will be reduced according to the Reductions in Insurance shown in the **Coverage Features**.

3. The Premium Rate for Life Insurance will be \$.210 monthly per \$1,000 of Life Insurance, beginning January 1, 2009 and continuing until changed as provided in the Group Policy.

STANDARD INSURANCE COMPANY

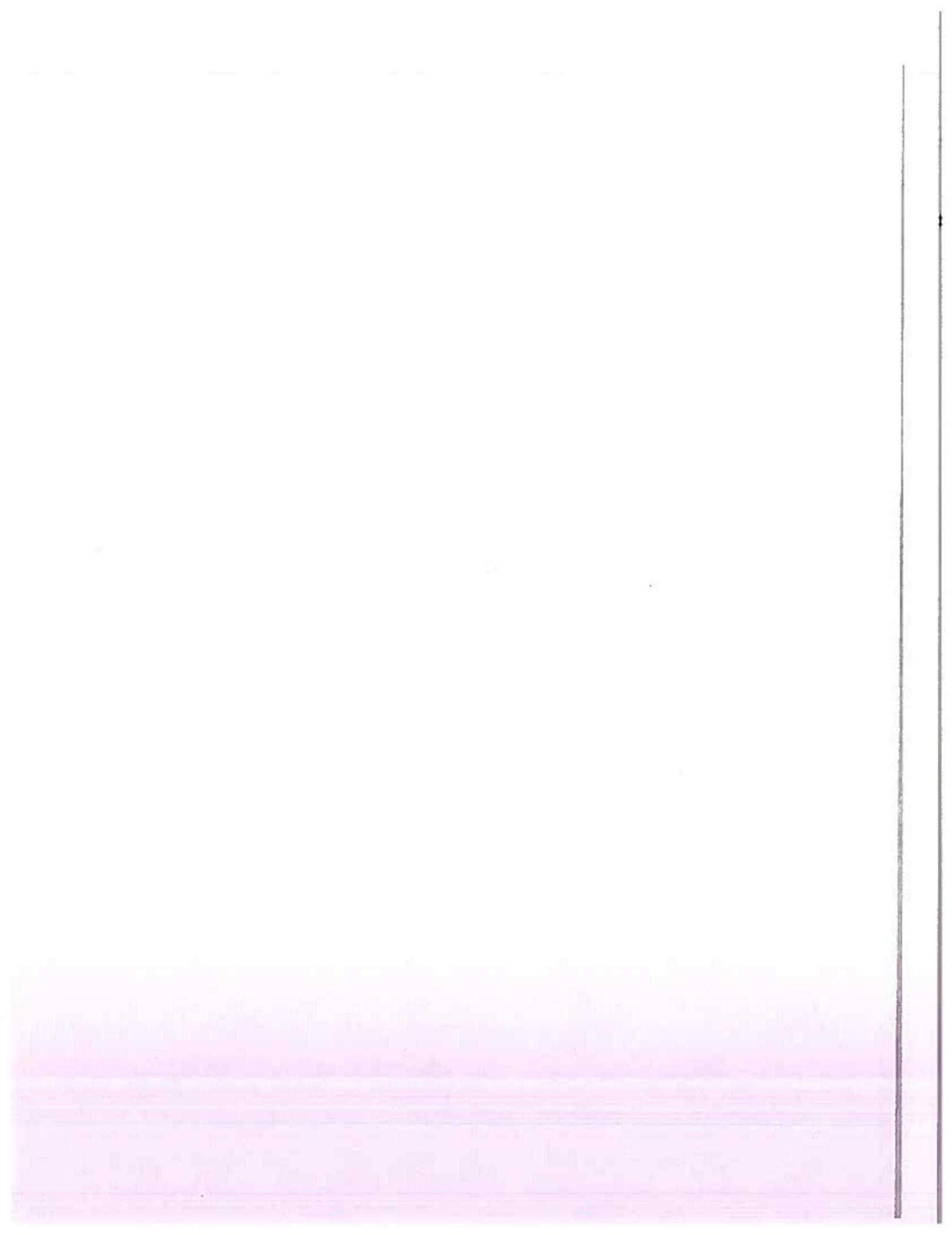
By



President



Corporate Secretary



GROUP POLICY AMENDMENT NO. 7

Attached to and made a part of Group Policy 643483-A Issued to
Denver Fire Department as Policyholder.

Effective January 1, 2009, Item d. of the Evidence Of Insurability requirements of the Becoming Insured portion of the **Coverage Features** is amended to read as follows:

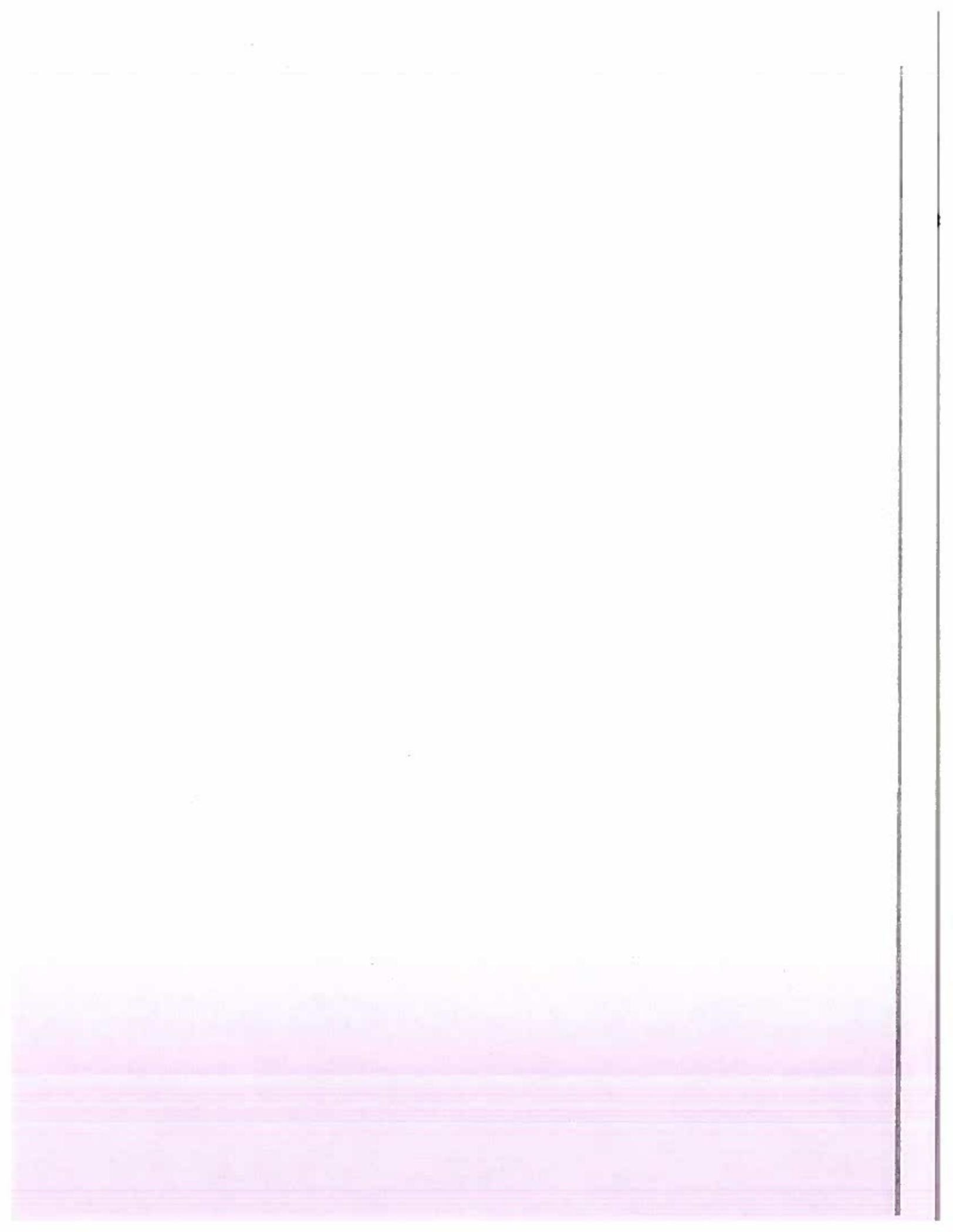
- d. For any Dependents Life Insurance Benefit in excess of the Guarantee Issue Amount of \$30,000. However, if your Spouse was insured under the Prior Plan for this amount or more on the day before the Group Policy Effective Date, this requirement will be waived for your Spouse on the Group Policy Effective Date.

STANDARD INSURANCE COMPANY

By


President


Corporate Secretary



GROUP POLICY AMENDMENT NO. 8

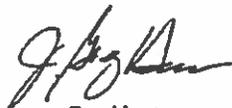
Attached to and made a part of Group Policy 643483-A issued to
Denver Fire Department as Policyholder.

Effective October 1, 2009, and subject to the **Active Work Provisions**, the Evidence Of Insurability requirements in the **Becoming Insured** portion of the **Coverage Features** are amended by the addition of the following:

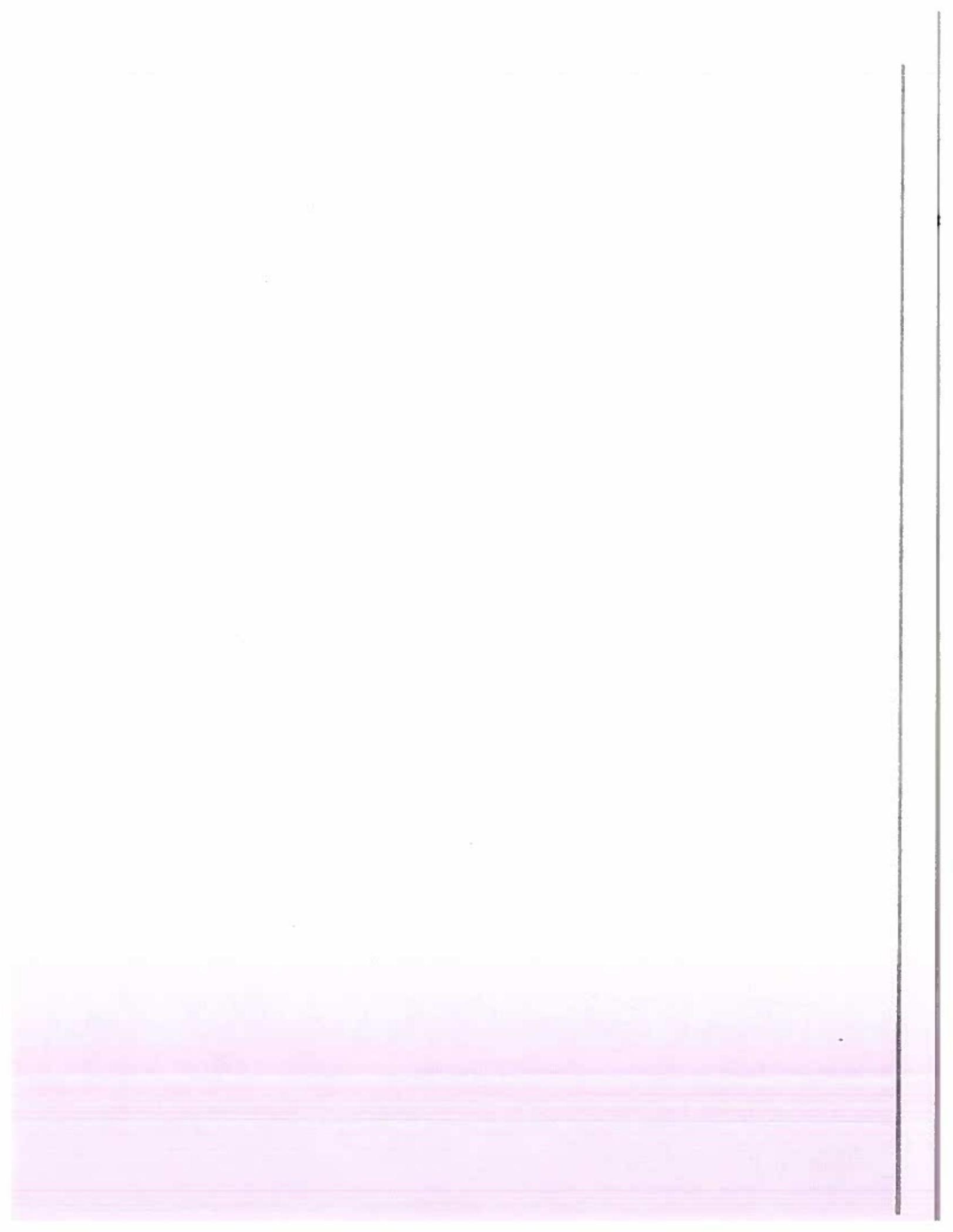
Evidence Of Insurability is not required for Dependents Life Insurance for your Child.

STANDARD INSURANCE COMPANY

By


President


Corporate Secretary



GROUP POLICY AMENDMENT NO. 9

Attached to and made a part of Group Policy 643483-A issued to
Denver Fire Department as Policyholder.

Effective May 1, 2015, and subject to the **Active Work Provisions**, the Schedule Of Insurance portion of the **Coverage Features** is amended to provide the following Dependents Life Insurance Benefit for your Spouse and Dependents Life Insurance Benefit for your Child:

Dependents Life Insurance Benefit:

If you are insured under Plan 1 Life Insurance, you may elect to insure your Dependents under Dependents Life Insurance. You may elect to insure your Spouse, your Child(ren), or both.

For your Spouse:

You may apply for Dependents Life Insurance for your Spouse in multiples of \$5,000, from \$5,000 to \$50,000.

The amount of Dependents Life Insurance for your Spouse may not exceed 100% of the amount of your Life Insurance.

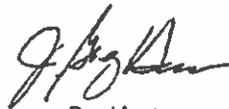
For your Child:

You may apply for Dependents Life Insurance for your Child in multiples of \$1,000, from \$1,000 to \$10,000.

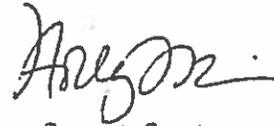
The amount of Dependents Life Insurance for your Child may not exceed 100% of the amount of your Life Insurance.

STANDARD INSURANCE COMPANY

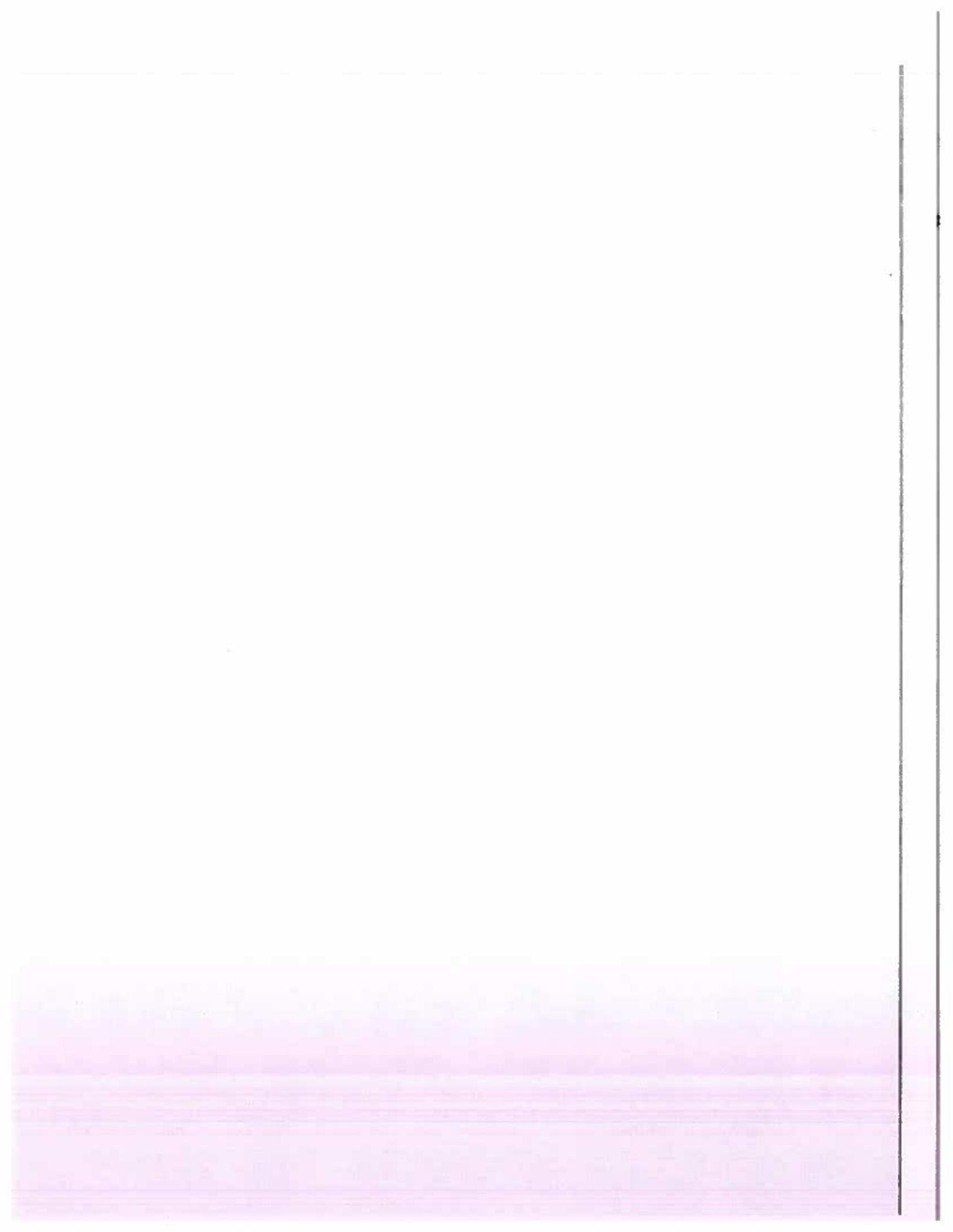
By



President



Corporate Secretary



GROUP POLICY AMENDMENT NO. 10

Attached to and made a part of Group Policy 643483-A Issued to
Denver Fire Department as Policyholder.

Effective January 1, 2005, and subject to the **Active Work Provisions**, the Group Policy is amended as follows:

1. The Reductions In Insurance portion of the **Coverage Features** is amended to provide the following:

Life and AD&D Insurance:

Age of Member	Percentage
65 through 69	65%
70 through 74	50%
75 or over	35%

Dependents Life Insurance for Your Spouse:

Age of Spouse	Percentage
65 through 69	65%
70 through 74	50%
75 or over	35%

2. The premium rates for Dependents Life Insurance for your Spouse is amended as follows, beginning January 1, 2005 and continuing until changed as provided in the Group Policy:

Dependents Life Insurance:

Spouse:

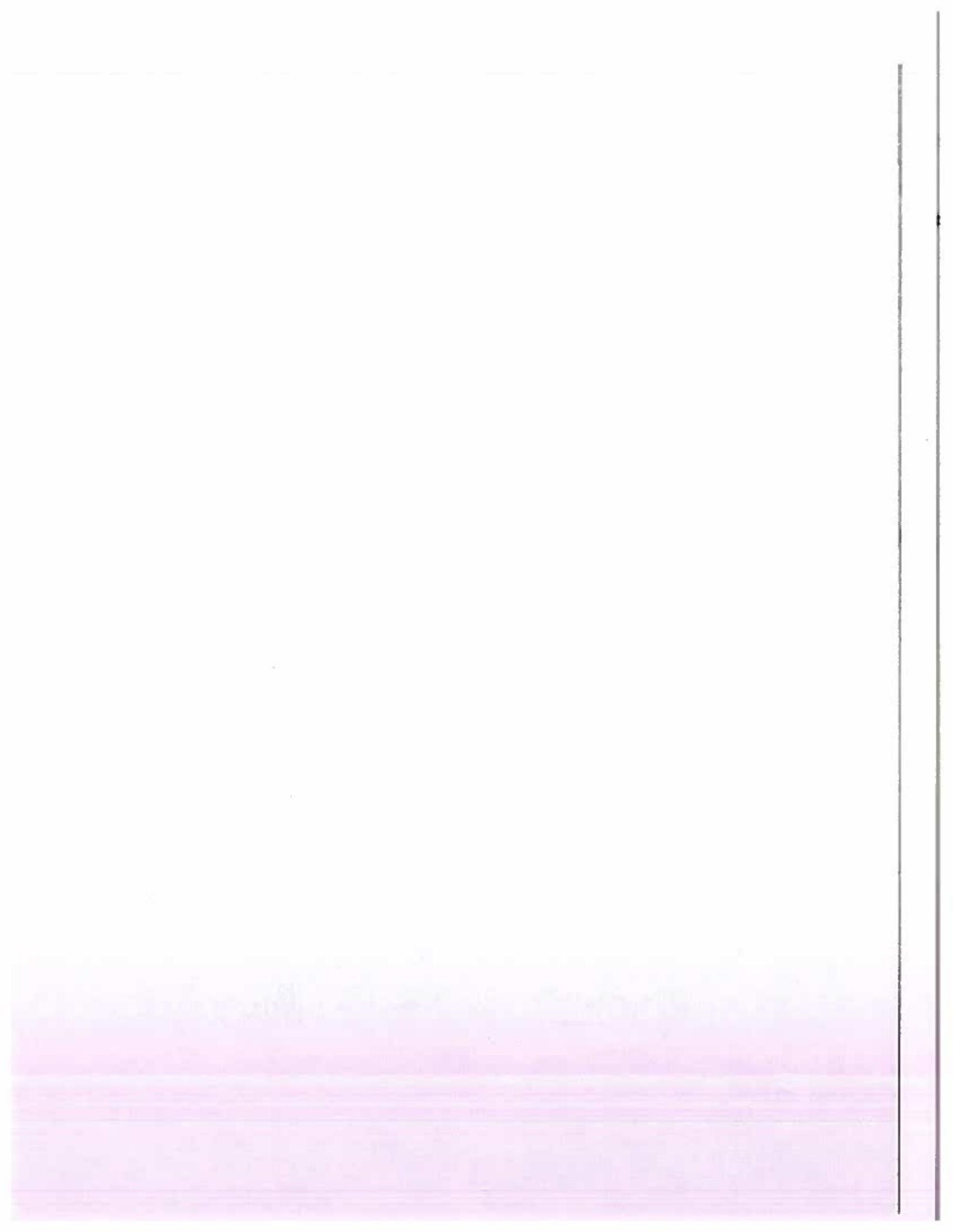
Age of Spouse On Last January 1	Monthly Rate Per Multiple of \$1,000
Under 30	\$ 0.092
30 through 34	0.110
35 through 39	0.172
40 through 44	0.292
45 through 49	0.486
50 through 54	0.778
55 through 59	1.080
60 through 64	1.536
65 through 69	2.296
70 through 74	3.824
75 or over	9.336

STANDARD INSURANCE COMPANY

By


President


Corporate Secretary



**EXHIBIT A-4
TO
PURCHASE AGREEMENT
2018 STANDARD INSURANCE COMPANY,
and
The City and County of Denver**

Policies to be purchased subject to approval by the Colorado Department of Insurance:

Ex. A-4: Group Life Insurance Policy 144127-A (Police).

Police Life

STANDARD INSURANCE COMPANY

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

GROUP LIFE INSURANCE POLICY

Policyholder:	City and County of Denver Police
Policy Number:	144127-A
Effective Date:	January 1, 2008

The consideration for this Group Policy is the application of the Policyholder and the payment by the Policyholder of premiums as provided herein.

Subject to the **Policyholder Provisions** and the **Incontestability Provisions**, this Group Policy (a) is issued for the Initial Rate Guarantee Period shown in the **Coverage Features**, and (b) may be renewed for successive renewal periods by the payment of the premium set by us on each renewal date. The length of each renewal period will be set by us, but will not be less than 12 months.

For purposes of effective dates and ending dates under this Group Policy, all days begin and end at 12:00 midnight Standard Time at the Policyholder's address.

This policy includes an Accelerated Benefit. Death benefits will be reduced if an Accelerated Benefit is paid. The receipt of this benefit may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. However, if you meet the definition of "terminally ill individual" according to the Internal Revenue Code Section 101, your Accelerated Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit.

All provisions on this and the following pages are part of this Group Policy. "You" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

STANDARD INSURANCE COMPANY

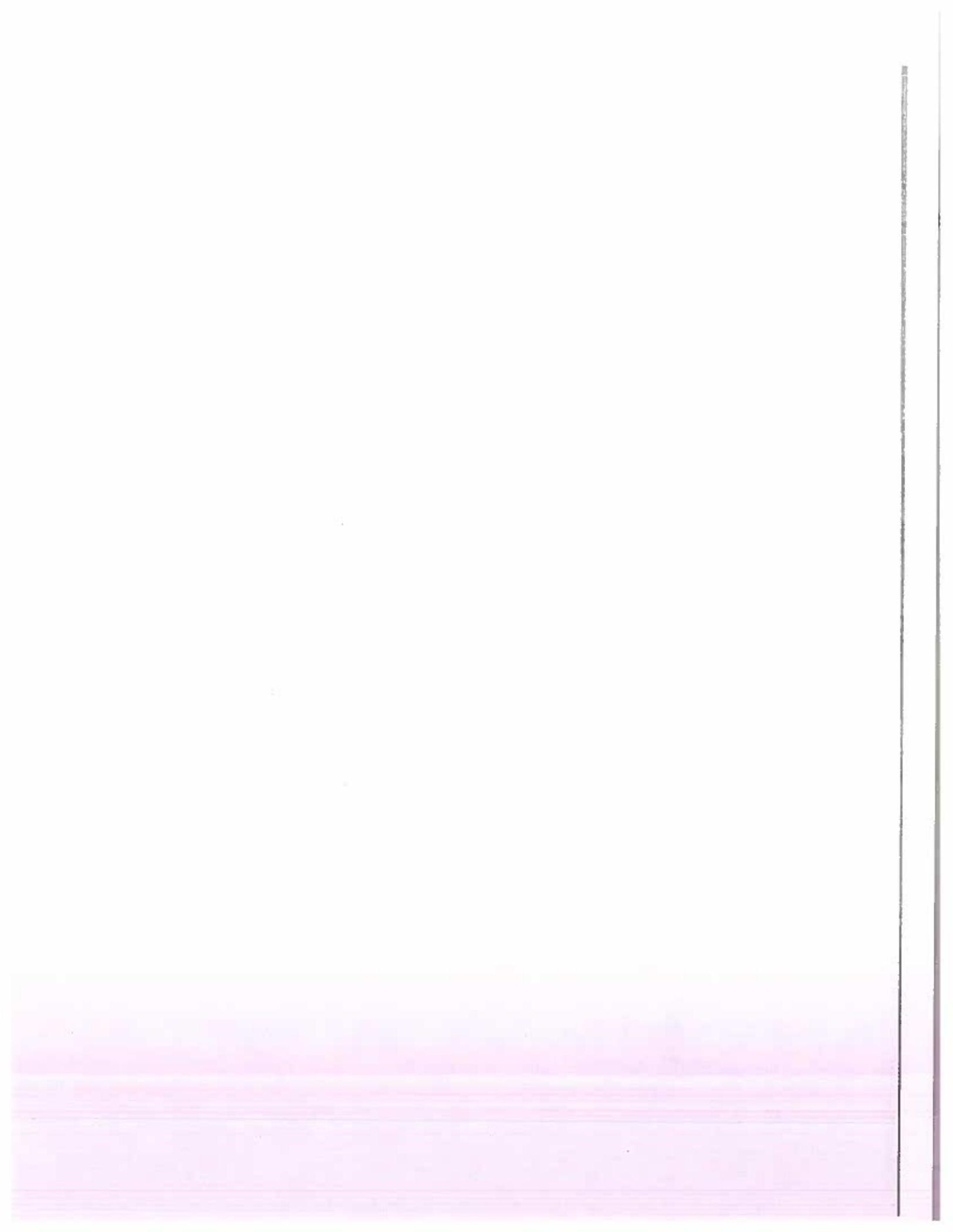
By



President



Corporate Secretary



LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the Association is obligated to pay out. The Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Association will pay a maximum of \$300,000--no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$100,000 in cash surrender values, \$100,000 in health insurance benefits, \$100,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits--again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages.

This information is provided by:

**Life and Health Insurance Protection Association
P.O. Box 480025
Denver, Colorado 80248-0025
(303) 572-1710**

**Colorado Division of Insurance
1560 Broadway, Suite 850
Denver, Colorado 80202
(303) 894-7499**

**SUMMARY OF THE COLORADO LIFE AND HEALTH INSURANCE
PROTECTION ASSOCIATION ACT AND NOTICE
CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS**

Residents of Colorado who purchase life insurance, annuities, or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Life and Health Insurance Protection Association. The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in Colorado and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Association is limited, however. As noted below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

IMPORTANT DISCLAIMER

The Life and Health Insurance Protection Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require residency in Colorado. You should not rely on coverage by the Life and Health Insurance Protection Association in selecting an insurance company or in selecting an insurance policy.

Coverage is **NOT** provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the association to induce you to purchase any kind of insurance policy.

The state law that provides for this safety-net is called the Life and Health Insurance Protection Association Act. Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the Association.

COVERAGE

Generally, individuals will be protected by the Life and Health Insurance Protection Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they hold certificates under a group life or health insurance contract or annuity, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

Persons holding such policies or contracts are **NOT** protected by this Association if:

- they are not residents of the state of Colorado, except under very specific circumstances;
- the insurer was not authorized or licensed to do business in Colorado at the time the policy or contract was issued; or
- their policy was issued by a nonprofit hospital or health service organization (e.g., the "Blues"), an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

Table of Contents

COVERAGE FEATURES	1
GENERAL POLICY INFORMATION	1
BECOMING INSURED	1
PREMIUM CONTRIBUTIONS.....	3
SCHEDULE OF INSURANCE.....	3
REDUCTIONS IN INSURANCE	4
OTHER BENEFITS.....	4
OTHER PROVISIONS.....	4
PREMIUM RATES AND RENEWALS	5
LIFE INSURANCE	7
A. Insuring Clause.....	7
B. Amount Of Life Insurance.....	7
C. Changes In Life Insurance	7
D. Repatriation Benefit	7
E. Suicide Exclusion: Life Insurance	7
F. When Life Insurance Becomes Effective.....	8
G. When Life Insurance Ends.....	8
H. Reinstatement Of Life Insurance.....	9
DEPENDENTS LIFE INSURANCE	9
A. Insuring Clause.....	9
B. Amount Of Dependents Life Insurance.....	9
C. Changes In Dependents Life Insurance	9
D. Suicide Exclusion: Dependents Life Insurance	10
E. Definitions For Dependents Life Insurance.....	10
F. Becoming Insured For Dependents Life Insurance	10
G. When Dependents Life Insurance Ends.....	11
ACTIVE WORK PROVISIONS	12
PORTABILITY OF INSURANCE	12
WAIVER OF PREMIUM.....	13
ACCELERATED BENEFIT.....	14
RIGHT TO CONVERT	16
CLAIMS	17
ASSIGNMENT	19
BENEFIT PAYMENT AND BENEFICIARY PROVISIONS	19
ALLOCATION OF AUTHORITY	21
TIME LIMITS ON LEGAL ACTIONS	22
INCONTESTABILITY PROVISIONS	22
CLERICAL ERROR AND MISSTATEMENT	23
TERMINATION OR AMENDMENT OF THE GROUP POLICY	23
DEFINITIONS.....	23
POLICYHOLDER PROVISIONS.....	26

The Association also does **NOT** provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk;
- any policy of reinsurance (unless an assumption certificate was issued);
- plans of employers, associations or similar entities to the extent they are self-funded or uninsured (that is, not insured by an insurance company, even if an insurance company administers them);
- interest rate yields that exceed an average rate;
- dividends;
- experience rating credits;
- credits given in connection with the administration of a policy or contract;
- annuity contracts or group annuity certificates not owned by an individual unless and to the extent guaranteed to an individual by the insurer;
- annuity contracts or group annuity certificates used by nonprofit insurance companies to provide retirement benefits for nonprofit educational institutions and their employees;
- policies, contracts, certificates or subscriber agreements issued by a prepaid dental care plan;
- sickness and accident insurance when written by a property and casualty insurer as part of an automobile insurance contract;
- unallocated annuity contracts issued to an employee benefit plan protected under the federal Pension Benefit Guaranty Corporation;
- policies or contracts issued by an insurer which was insolvent or unable to fulfill its contractual obligations as of July 1, 1991;
- policies or contracts covering persons who are not citizens or permanent residents of the United States;
- financial guarantees, funding agreements or guaranteed investment contracts not containing mortality guarantees and not issued to or in connection with a specific employee benefit plan or governmental lottery;
- any kind of insurance or annuity, the benefits of which are exclusively payable or determined by a separate account required by the terms of such insurance policy or annuity maintained by the insurer or by a separate entity.

Index of Defined Terms

- Accelerated Benefit, 13
Active Work, Actively At Work, 10
AD&D Insurance, 22
Annual Earnings, 22
- Beneficiary, 19
- Child, 23
Class Definition, 1
Contributory, 23
Conversion Period, 15
- Dependent, 9
Dependents Life Insurance, 23
Disabled, 23
- Earnings Period, 4
Eligibility Waiting Period, 23
Employer(s), 1
Evidence Of Insurability, 23
- Grace Period, 5
Group Policy, 23
Group Policy Effective Date, 1
Group Policy Number, 1
Guarantee Issue Amount (for Dependents Life Insurance), 2
- Initial Rate Guarantee Period, 5
Injury, 23
Insurance (for Accelerated Benefit), 14
Insurance (for Right to Convert), 15
Insurance (for Waiver Of Premium), 12
- L.L.C. Owner-Employee, 23
Leave Of Absence Period, 3
Life Insurance, 23
- Maximum Conversion Amount, 3
Member, 1
Minimum Participation, 5
Minimum Participation Number, 5
Minimum Participation Percentage, 5
Minimum Time Insured, 3
- Noncontributory, 23
Notice of Rate Change, 5
- P.C. Partner, 24
Physician, 24
Policyholder, 1
Pregnancy, 24
Premium Due Dates, 5
Premium Rates, 4
Prior Plan, 24
Proof Of Loss, 16
- Qualifying Event, 15
Qualifying Medical Condition, 13
- Recipient, 20
Right To Convert, 15
- Sickness, 24
Spouse, 24
Supplemental Life Insurance, 24
- Totally Disabled, 12
- Waiting Period (for Waiver Of Premium), 12
Waiver Of Premium, 12
- You, Your (for Right To Convert), 15

COVERAGE FEATURES

This section contains many of the features of your group life insurance. Other provisions, including exclusions and limitations, 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:	144127-A
Type of Insurance Provided:	
Life Insurance:	Yes
Supplemental Life Insurance:	Not applicable
Dependents Life Insurance:	Yes
Accidental Death And Dismemberment (AD&D) Insurance:	Not applicable
Policyholder:	City and County of Denver Police
Employer(s):	City and County of Denver Police
Group Policy Effective Date:	January 1, 2008
Policy Issued In:	Colorado

BECOMING INSURED

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Life Insurance** and **Active Work Provisions**. The requirements for becoming insured for coverages other than Life Insurance are set out in the text.

Definition of Member:

You are a Member if you are:

1. An active employee of the Employer; and
2. Regularly working at least 30 hours each week.

You are not a Member if you are:

1. A temporary or seasonal employee.
2. A leased employee.
3. An independent contractor.
4. A full time member of the armed forces of any country.

Class Definition:

None

Eligibility Waiting Period:

You are eligible on one of the following dates:

If you are a Member on the Group Policy Effective Date, you are eligible on that date.

If you become a Member after the Group Policy Effective Date, you are eligible on the date you become a Member.

Evidence of Insurability:

Required:

- a. For late application for Contributory Insurance.

- b. For reinstatements if required.
- c. For Members and Dependents eligible but not insured under the Prior Plan.
- d. For any Dependents Life Insurance Benefit in excess of the Guarantee Issue Amount of \$30,000.
- e. For any increase resulting from a plan or option change you elect.
- f. For becoming insured for any amount greater than the amount for which you or your Spouse were insured under the Prior Plan, if your or your Spouse's insurance under the Prior Plan was limited because you or your Spouse did not provide evidence of insurability or because your or your Spouse's evidence of insurability was not approved.

Certain Evidence Of Insurability Requirements Will Be Waived. Your insurance is subject to all other terms of the Group Policy.

For A Family Status Change

In the event of a Family Status Change certain Evidence Of Insurability requirements will be waived with respect to Plan 2 Life Insurance and Dependents Life Insurance. However, we will not waive the Evidence Of Insurability requirements if you previously submitted Evidence Of Insurability that was not approved by us, or if you previously submitted evidence of good health that was not approved by the insurer(s) of the Prior Plan or any preceding plans.

- 1. If you are eligible but not insured for Plan 2 Life Insurance, requirement c. above will be waived if you apply for Plan 2 Life Insurance within 31 days of a Family Status Change.
- 2. If you are insured for an amount less than the maximum benefit amount, requirement c. above will be waived if you apply for an increase in your Plan 2 Life Insurance, by \$10,000, but not to exceed the maximum benefit amount within 31 days of a Family Status Change.
- 3. If your Spouse or Child are eligible but not insured for Dependents Life Insurance, requirement c. above will be waived if you apply for Dependents Life Insurance within 31 days of a Family Status Change.
- 4. If your Spouse is insured for an amount less than the Guarantee Issue Amount, requirement c. above will be waived if you apply for an increase in your Dependents Life Insurance for your Spouse, by \$10,000, but not to exceed the Guarantee Issue Amount within 31 days of a Family Status Change.
- 5. If your Child is insured for an amount less than the maximum benefit amount, requirement c. above will be waived if you apply for an increase in your Dependents Life Insurance for your Child up to the maximum benefit amount within 31 days of a Family Status Change.

Family Status Change means any of the following events:

- 1. Your marriage, divorce or legal separation.
- 2. The birth of your Child.
- 3. The adoption of a Child by you.
- 4. The death of your Spouse and/or Child.
- 5. The commencement or termination of your Spouse's employment.
- 6. A change in employment from full-time to part-time by you, your Spouse.

You may increase your Life Insurance due to any of the event(s) above.

PREMIUM CONTRIBUTIONS

Life Insurance:

Plan 1: Noncontributory

Plan 2: Contributory

Dependents Life Insurance: Contributory

SCHEDULE OF INSURANCE

SCHEDULE OF LIFE INSURANCE

For you:

Life Insurance Benefit:

You will become insured under Plan 1 if you meet the requirements to become insured under the Group Policy.

If you are insured under Plan 1, you may also become insured under Plan 2 if you meet the requirements to become insured under Plan 2 Life Insurance under the Group Policy. Plan 2 is a Contributory plan requiring premium contributions from Members.

Plan 1 (basic): 1.5 times your Annual Earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount is \$300,000.

Plan 2 (additional): You may apply for Life Insurance in multiples of \$10,000, from \$10,000 to \$50,000.

The Repatriation Benefit: The expenses incurred to transport your body to a mortuary near your primary place of residence, but not to exceed \$5,000 or 10% of the Life Insurance Benefit, whichever is less.

For your Spouse:

Dependents Life Insurance Benefit: You may apply for Dependents Life Insurance in multiples of \$10,000, from \$10,000 to \$50,000.

The amount of Dependents Life Insurance for your Spouse may not exceed 100% of the amount of your Life Insurance.

For your Child:

Dependents Life Insurance Benefit: You may apply for Dependents Life Insurance in multiples of \$2,000, from \$2,000 to \$10,000.

The amount of Dependents Life Insurance for your Child may not exceed 100% of the amount of your Life Insurance.

REDUCTIONS IN INSURANCE

If you or your Spouse reaches an age shown below, the amount of insurance will be the amount determined from the Schedule Of Insurance, multiplied by the appropriate percentage below:

Plan 1 Life Insurance:

Age of Member	Percentage
70 through 74	65%
75 or over	50%

Plan 2 Life Insurance and Dependents Life Insurance:

Age	Percentage
70 or over	60%

OTHER BENEFITS

Waiver Of Premium:	Yes
Accelerated Benefit:	Yes

OTHER PROVISIONS

Limits on Right To Convert if Group Policy terminates or is amended:

Minimum Time Insured: 5 years

Maximum Conversion Amount: \$2,000

Suicide Exclusion:

Applies to:

- a. Plan 2 Life Insurance
- b. Dependents Life Insurance

Leave Of Absence Period:

12 months

Insurance Eligible For Portability:

For you:

Life Insurance: Yes

Minimum combined amount: \$10,000

Maximum combined amount: \$300,000

For your Spouse:

Dependents Life Insurance: Yes

Minimum combined amount: \$5,000

Maximum combined amount: \$100,000

For your Child:

Dependents Life Insurance:	Yes
Minimum combined amount:	\$1,000
Maximum combined amount:	\$5,000

Annual Earnings based on: Earnings in effect on your last full day of Active Work.

Earnings Period for Commissions
(see **Definitions**): The preceding 12 calendar months.

PREMIUM RATES AND RENEWALS

Premium Rates:

Life Insurance:

Plan 1 (basic): \$.120 monthly per \$1,000 of Life Insurance

Plan 2 (additional):

Age of Member on Last January 1	Monthly Rate Per Multiple of \$1,000
Under 30	\$ 0.070
30 through 34	0.080
35 through 39	0.120
40 through 44	0.160
45 through 49	0.270
50 through 54	0.490
55 through 59	0.850
60 through 64	1.220
65 through 69	2.030
70 through 74	3.150
75 or over	5.800

Dependents Life Insurance:

For your Spouse:

Age of Spouse on Last January 1	Monthly Rate Per Multiple of \$1,000
Under 30	\$ 0.070
30 through 34	0.080
35 through 39	0.120
40 through 44	0.160
45 through 49	0.270
50 through 54	0.490
55 through 59	0.850
60 through 64	1.220
65 through 69	2.030
70 through 74	3.150
75 or over	5.800

For your Child: \$.400 monthly per \$2,000 of Dependents Life Insurance for your Child(ren), regardless of the number covered

Premium Due Dates: January 1, 2008 and the first day of each calendar month thereafter.

Grace Period: 60 days

Initial Rate Guarantee Period: January 1, 2008 to January 1, 2011

Notice of Rate Change: 31 days

Minimum Participation:

Life Insurance:

Number: 10 Insured Members

Percentage: Plan 1: 100% of eligible Members
Plan 2: The greater of 25 enrolled Members or 15% of eligible Members.

Dependents Life Insurance: 15% of Insured Members with eligible Dependents must elect to insure those Dependents

LIFE INSURANCE

A. Insuring Clause

If you die while insured for Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Amount Of Life Insurance

See the **Coverage Features** for the Life Insurance schedule.

C. Changes In Life Insurance

1. Increases

You must apply in writing for any elective increase in your Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Life Insurance becomes effective as follows:

a. Increases Subject To Evidence Of Insurability

An increase in your Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

b. Increases Not Subject To Evidence Of Insurability

An increase in your Life Insurance not subject to Evidence Of Insurability becomes effective on:

(i) The first day of the calendar month coinciding with or next following the date you apply for an elective increase or the date of change in your classification, age or Annual Earnings.

(ii) The later of the date you apply or the date of the Family Status Change, if you apply within 31 days of a Family Status Change.

2. Decreases

A decrease in your Life Insurance because of a change in your classification, age or Annual Earnings becomes effective on the first day of the calendar month coinciding with or next following the date of the change.

Any other decrease in your Life Insurance becomes effective on the first day of the calendar month coinciding with or next following the date the Policyholder or your Employer receives your written request for the decrease.

D. Repatriation Benefit

The amount of the Repatriation Benefit is shown in the **Coverage Features**.

We will pay a Repatriation Benefit if all of the following requirements are met.

1. A Life Insurance Benefit is payable because of your death.
2. You die more than 200 miles from your primary place of residence.
3. Expenses are incurred to transport your body to a mortuary near your primary place of residence.

E. Suicide Exclusion: Life Insurance

The **Coverage Features** states which Life Insurance plan is subject to this suicide exclusion.

If your death results from suicide or other intentionally self-inflicted injury, while sane or insane, 1

and 2 below apply.

1. The amount payable will exclude the amount of your Life Insurance which is subject to this suicide exclusion and which has not been continuously in effect for at least 1 year on the date of your death. In computing the 1-year period, we will include time you were insured under the Prior Plan.
2. We will refund all premiums paid for that portion of your Life Insurance which is excluded from payment under this suicide exclusion.

F. When Life Insurance Becomes Effective

The **Coverage Features** states whether your Life Insurance is Contributory or Noncontributory.

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

1. Life Insurance subject to Evidence Of Insurability

Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

2. Life Insurance not subject to Evidence Of Insurability

a. Noncontributory Life Insurance

Noncontributory Life Insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.

b. Contributory Life Insurance

You must apply in writing for Contributory Life Insurance and agree to pay premiums. Contributory Life Insurance not subject to Evidence Of Insurability becomes effective on:

- (i) The date you become eligible if you apply on or before that date.
- (ii) The date you apply if you apply within 31 days after you become eligible.
- (iii) The later of the date you apply or the date of the Family Status Change, if you apply within 31 days of a Family Status Change.

Late application: Evidence Of Insurability is required if you apply more than 31 days after you become eligible.

3. Takeover Provision

- a. 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.
- b. You must submit satisfactory Evidence Of Insurability to become insured for Life Insurance if you were eligible under the Prior Plan for more than 31 days but were not insured.

G. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium was paid for your Life Insurance;
2. The date the Group Policy terminates;
3. The date your employment terminates; and

4. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 3 above.
 - a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
 - b. While your ability to work is limited because of Sickness, Injury, or Pregnancy.
 - c. During the first 60 days of:
 - (1) A temporary layoff; or
 - (2) A strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.
 - d. 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.
 - e. During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting not more than the period shown in the Coverage Features.

H. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, 1 through 4 below will apply.

1. If your Life Insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
2. If your Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
3. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.
4. If your Life 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.

(REPAT_SUIT PART) LLLF.CO.3X

DEPENDENTS LIFE INSURANCE

A. Insuring Clause

If your Dependent dies while insured for Dependents Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Amount Of Dependents Life Insurance

See the Coverage Features for the amount of your Dependents Life Insurance.

C. Changes In Dependents Life Insurance

1. Increases

You must apply in writing for any elective increase in your Dependents Life Insurance.

Subject to the **Active Work Provisions**, an increase in your Dependents Life Insurance becomes effective as follows:

a. **Increases Subject To Evidence Of Insurability**

An Increase In your Dependents Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve that Dependent's Evidence Of Insurability.

b. **Increases Not Subject To Evidence Of Insurability**

An Increase In your Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on:

(i) The first day of the calendar month coinciding with or next following the date you apply for an elective increase.

(ii) An increase in your Dependents Life Insurance because of an increase in your Life Insurance becomes effective on the date your Life Insurance increases.

(iii) The later of the date you apply or the date of the Family Status Change. If you apply within 31 days of a Family Status Change.

2. **Decreases**

A decrease in your Dependents Life Insurance because of a decrease in your Life Insurance becomes effective on the date your Life Insurance decreases.

D. **Suicide Exclusion: Dependents Life Insurance**

If a Dependent's death results from suicide or other intentionally self-inflicted injury, while sane or insane, 1 and 2 below will apply.

1. The amount payable will exclude the amount of Dependents Life Insurance which has not been continuously in effect for at least 1 year on the date of death. In computing the 1-year period, we will include time insured under the Prior Plan.
2. We will refund all premiums paid for Dependents Life Insurance which is excluded from payment under this suicide exclusion which we determine are attributable to that Dependent.

E. **Definitions For Dependents Life Insurance**

Dependent means your Spouse or Child. Dependent does not include a person who is a full-time member of the armed forces of any country.

F. **Becoming Insured For Dependents Life Insurance**

1. **Eligibility**

You become eligible to insure your Dependents on the later of:

- a. The date you become eligible for Life Insurance; and
- b. The date you first acquire a Dependent.

A Member may not be insured as both a Member and a Dependent. A Child may not be insured by more than one Member.

2. Effective Date

The **Coverage Features** states whether your Dependents Life Insurance is Contributory or Noncontributory. Subject to the **Active Work Provisions**, your Dependents Life Insurance becomes effective as follows:

a. Dependents Life Insurance Subject To Evidence Of Insurability

Dependents Life Insurance subject to Evidence Of Insurability becomes effective on the later of:

1. The date your Life Insurance becomes effective; and
2. The first day of the calendar month coinciding with or next following the date we approve the Dependent's Evidence Of Insurability.

b. Dependents Life Insurance Not Subject To Evidence Of Insurability

1. Noncontributory Dependents Life Insurance

Noncontributory Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the later of:

- i. The date your Life Insurance becomes effective; and
- ii. The date you first acquire a Dependent.

2. Contributory Dependents Life Insurance

You must apply in writing for Contributory Dependents Life Insurance and agree to pay premiums. Contributory Dependents Life Insurance not subject to Evidence Of Insurability becomes effective on the latest of:

- i. The date your Life Insurance becomes effective if you apply on or before that date;
- ii. The date you become eligible to insure your Dependents if you apply on or before that date; and
- iii. The date you apply if you apply within 31 days after you become eligible.
- iv. The later of the date you apply or the date of the Family Status Change, if you apply within 31 days of a Family Status Change.

Late Application: Evidence Of Insurability is required for each Dependent if you apply more than 31 days after you become eligible.

- c. While your Dependents Life Insurance is in effect, each new Child becomes Insured immediately.**
- d. Takeover Provision**

Each Dependent who was eligible under the Prior Plan for more than 31 days but was not insured must submit satisfactory Evidence Of Insurability to become insured for Dependents Life Insurance.

G. When Dependents Life Insurance Ends

Dependents Life Insurance ends automatically on the earliest of:

1. Five months after you die (no premiums will be charged for your Dependents Life Insurance during this time);
2. The date your Life Insurance ends;
3. The date the Group Policy terminates, or the date Dependents Life Insurance terminates under the Group Policy;

4. The date the last period ends for which you made a premium contribution, if your Dependents Life Insurance is Contributory;
5. For your Spouse, the date of your divorce;
6. For any Dependent, the date the Dependent ceases to be a Dependent; and
7. For a Child who is Disabled, 90 days after we mail you a request for proof of Disability, if proof is not given.

(SP & CH SUIC ALL) LI.DL.OT.4X

ACTIVE WORK PROVISIONS

If you are Incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your Insurance or an increase in your Insurance, your Insurance or increase 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 the material duties of your own occupation at your Employer's usual place of business. You will also meet the Active Work requirement if:

1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
2. You were Actively At Work on your last scheduled work day before the date of your absence; and
3. You were capable of Active Work on the day before the scheduled effective date of your Insurance or increase in your Insurance.

LLAW.OT.1

PORTABILITY OF INSURANCE

A. Portability Of Insurance

If your Insurance under the Group Policy ends because your employment with your Employer terminates, you may be eligible to buy portable group insurance coverage as shown in the **Coverage Features** for yourself and your Dependents without submitting Evidence Of Insurability. To be eligible you must satisfy the following requirements:

1. On the date your employment terminates, you must be able to perform with reasonable continuity the material duties of at least one gainful occupation for which you are reasonably fitted by education, training and experience.
(If you are unable to meet this requirement, see the **Right To Convert and Waiver Of Premium** provisions for other options that may be available to you under the Group Policy.)
2. On the date your employment terminates, you are under age 65.
3. On the date your employment terminates, you must have been continuously insured under the Group Policy for at least 12 consecutive months. In computing the 12 consecutive month period, we will include time insured under the Prior Plan.
4. You must apply in writing and pay the first premium directly to us at our Home Office within 31 days after the date your employment terminates. You must purchase portable group life insurance coverage for yourself in order to purchase any other insurance eligible for portability.

This portable group Insurance will be provided under a master Group Life Portability Insurance Policy we have issued to the Standard Insurance Company Group Insurance Trust. If approved, the certificate you will receive will be governed under the terms of the Group Life Portability

Insurance Policy and will contain provisions that differ from your Employer's coverage under the Group Policy.

B. Amount Of Portable Insurance

The minimum and maximum amounts that you are eligible to buy under the Group Life Portability Insurance Policy are shown in the **Coverage Features**. You may buy less than the maximum amounts in increments of \$1,000.

The combined amounts of insurance purchased under this **Portability Of Insurance** provision and the **Right To Convert** provision cannot exceed the amount in effect under the Group Policy on the day before your employment terminates.

C. When Portable Insurance Becomes Effective

Portable group insurance will become effective the day after your employment with your Employer terminates, if you apply within 31 days after the date your employment terminates.

If death occurs within 31 days after the date insurance ends under the Group Policy, life insurance benefits, if any, will be paid according to the terms of the Group Policy in effect on the date your employment terminates and not the terms of the Group Life Portability Insurance Policy.

(WITH DL REF) LI.TP.OT.1

WAIVER OF PREMIUM

A. Waiver Of Premium Benefit

Insurance will be continued without payment of premiums while you are Totally Disabled if:

1. You become Totally Disabled while insured under the Group Policy and under age 60;
2. You complete your Waiting Period; and
3. You give us satisfactory Proof Of Loss.

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

B. Definitions For Waiver Of Premium

1. Insurance means all your insurance under the Group Policy, except AD&D Insurance.
2. Totally Disabled means that, as a result of Sickness, accidental Injury, or Pregnancy, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.
3. Waiting Period means the 180 consecutive day period beginning on the date you become Totally Disabled. Waiver Of Premium begins when you complete the Waiting Period.

C. Premium Payment

Premium payment must continue until the later of:

1. The date you complete your Waiting Period; and
2. The date we approve your claim for Waiver Of Premium.

D. Refund Of Premiums

We will refund up to 12 months of the premiums that were paid for Insurance after the date you become Totally Disabled.

E. Amount Of Insurance

The amount of Insurance eligible for Waiver Of Premium is the amount in effect on the day before you become Totally Disabled. However, the following will apply:

1. Insurance will be reduced or terminated according to the Group Policy provisions in effect on the day before you become Totally Disabled.
2. If you become insured under a group life insurance plan that replaces the Group Policy while you are eligible for Waiver Of Premium, any death benefit payable under the Group Policy will be reduced by the amount payable under the replacement group life insurance plan.
3. If you receive an Accelerated Benefit, Insurance will be reduced according to the **Accelerated Benefit** provision.
4. The amount of Supplemental Life Insurance on your Spouse will be the lesser of:
 - a. The amount in effect on the day before you become Totally Disabled; and
 - b. The amount in effect one year before the date you become Totally Disabled.

F. Effect Of Death During The Waiting Period

If you die during the Waiting Period and are otherwise eligible for Waiver Of Premium, the Waiting Period will be waived.

G. Termination Or Amendment Of The Group Policy

Insurance will not be affected by termination or amendment of the Group Policy after you become Totally Disabled.

H. When Waiver Of Premium Ends

Waiver Of Premium ends on the earliest of:

1. The date you cease to be Totally Disabled;
2. 90 days after the date we mail you a request for additional Proof Of Loss, if it is not given;
3. The date you fail to attend an examination or cooperate with the examiner;
4. With respect to the amount of Insurance which an insured has converted, the effective date of the individual life insurance policy issued to the insured; and
5. The date you reach age 65.

(ELIG 60, TERMS 65) LI.WP.OT.2

ACCELERATED BENEFIT

A. Accelerated Benefit

If you qualify for Waiver Of Premium and give us satisfactory proof of having a Qualifying Medical Condition while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Insurance as an Accelerated Benefit. You must have at least \$10,000 of Insurance in effect to be eligible.

If your Insurance is scheduled to end within 24 months following the date you apply for the Accelerated Benefit, you will not be eligible for the Accelerated Benefit.

Qualifying Medical Condition means you are terminally ill as a result of an illness or physical condition which is reasonably expected to result in death within 12 months.

We may have you examined at our expense in connection with your claim for an Accelerated Benefit. Any such examination will be conducted by one or more Physicians of our choice.

B. Application For Accelerated Benefit

You must apply for an Accelerated Benefit. To apply you must give us satisfactory Proof Of Loss on our forms. Proof Of Loss must include a statement from a Physician that you have a Qualifying Medical Condition.

C. Amount Of Accelerated Benefit

You may receive an Accelerated Benefit of up to 75% of your Insurance. The maximum Accelerated Benefit is \$500,000. The minimum Accelerated Benefit is \$5,000 or 10% of your Insurance, whichever is greater.

If the amount of your Insurance is scheduled to reduce within 24 months following the date you apply for the Accelerated Benefit, your Accelerated Benefit will be based on the reduced amount.

The Accelerated Benefit will be paid to you once in your lifetime in a lump sum. If you recover from your Qualifying Medical Condition after receiving an Accelerated Benefit, we will not ask you for a refund.

D. Effect On Insurance And Other Benefits

For any purpose other than premium payment, the amount of your Insurance after payment of the Accelerated Benefit will be the greater of the amounts in (1) and (2) below; however, if you assign your rights under the Group Policy, the amount of your Insurance will be the amount in (2) below.

(1) 10% of the amount of your Insurance as if no Accelerated Benefit had been paid; or

(2) The amount of your Insurance as if no Accelerated Benefit had been paid; minus

The amount of the Accelerated Benefit; minus

An interest charge calculated as follows:

A times B times C divided by 365 = Interest charge.

A = The amount of the Accelerated Benefit.

B = The monthly average of our variable policy loan interest rate.

C = The number of days from payment of the Accelerated Benefit to the earlier of (1) the date you die, and (2) the date you have a Right To Convert.

The amount of your AD&D Insurance, if any, is not affected by payment of the Accelerated Benefit. AD&D is not continued under Waiver Of Premium.

Note: If you assign your rights under the Group Policy, the amount of your Insurance after payment of the Accelerated Benefit will be the amount in (2) above.

E. Exclusions

No Accelerated Benefit will be paid if:

1. All or part of your Insurance must be paid to your Child(ren), or your Spouse or former Spouse as part of a court approved divorce decree, separate maintenance agreement, or property settlement agreement.
2. You are married and live in a community property state unless you give us a signed written consent from your Spouse.
3. You have made an assignment of all or part of your Insurance unless you give us a signed written consent from the assignee.
4. You have filed for bankruptcy, unless you give us written approval from the Bankruptcy Court for payment of the Accelerated Benefit.

5. You are required by a government agency to use the Accelerated Benefit to apply for, receive, or continue a government benefit or entitlement.
6. You have previously received an Accelerated Benefit under the Group Policy.

F. Definitions For Accelerated Benefit

Insurance means your Life Insurance Benefit and Supplemental Life Insurance Benefit, if any, under the Group Policy.

LI.AB.07.5

RIGHT TO CONVERT

A. Right To Convert

You may buy an individual policy of life insurance without Evidence Of Insurability if:

1. Your Insurance ends or is reduced due to a Qualifying Event; and
2. You apply in writing and pay us the first premium during the Conversion Period.

Except as limited under C. Limits On Right To Convert, the maximum amount you have a Right To Convert is the amount of your Insurance which ended.

B. Definitions For Right To Convert

1. Conversion Period means the 31-day period after the date of any Qualifying Event.
2. Insurance means all your insurance under the Group Policy, including insurance continued under Waiver Of Premium, but excluding AD&D insurance.
3. Qualifying Event means termination or reduction of your Insurance for any reason except:
 - a. The Member's failure to make a required premium contribution.
 - b. Payment of an Accelerated Benefit.
4. You and your mean any person insured under the Group Policy.

C. Limits On Right To Convert

If your Insurance ends or is reduced because of termination or amendment of the Group Policy, 1 and 2 below will apply.

1. You may not convert Insurance which has been in effect for less than the Minimum Time Insured. See **Coverage Features**.
2. The maximum amount you have a Right To Convert is the lesser of:
 - a. The amount of your Insurance which ended, minus any other group life insurance for which you become eligible during the Conversion Period; and
 - b. The Maximum Conversion Amount. See **Coverage Features**.

D. The Individual Policy

You may select any form of individual life insurance policy we issue to persons of your age, except:

1. A term insurance policy;
2. A universal life policy;
3. A policy with disability, accidental death, or other additional benefits; or
4. A policy in an amount less than the minimum amount we issue for the form of life insurance you select.

The individual policy of life insurance will become effective on the day after the end of the Conversion Period. We will use our published rates for standard risks to determine the premium.

E. Death During The Conversion Period

If you die during the Conversion Period, we will pay a death benefit equal to the maximum amount you had a Right To Convert, whether or not you applied for an individual policy. The benefit will be paid according to the **Benefit Payment And Beneficiary Provisions**.

LLRC.07.1

CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

B. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

Proof Of Loss for Waiver Of Premium must be provided within 12 months after the end of the Waiting Period. We will require further Proof Of Loss at reasonable intervals, but not more often than once a year after you have been continuously Totally Disabled for two years.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

C. Proof Of Loss

Proof Of Loss means written proof that a loss occurred:

1. For which the Group Policy provides benefits;
2. Which is not subject to any exclusions; and
3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be provided until we receive Proof Of Loss satisfactory to us.

D. Investigation Of Claim

We may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

E. Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.

F. Notice Of Decision On Claim

We will evaluate a claim for benefits promptly after we receive it. With respect to all claims except Waiver Of Premium claims (or other benefits based on disability), within 90 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 90 days.

With respect to Waiver Of Premium claims (or other benefits based on disability), within 45 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a

notice that we are extending the period to decide the claim for 30 days. Before the end of this extension period we will send the claimant: (a) a written decision on the Waiver Of Premium claim (or other benefits based on disability); or (b) a notice that we are extending the period to decide the claim for an additional 30 days. If an extension is due to the claimant's failure to provide information necessary to decide the Waiver Of Premium claim (or other benefits based on disability), the extended time period for deciding the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the 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, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may decide the claim based on the information we have received.

If we deny any part of the claim, we will send the claimant a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. A description of any additional information needed to support the claim.
4. Information concerning the claimant's right to a review of our decision.

G. Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing:

1. Within 180 days after receiving notice of the denial of a claim for Waiver Of Premium (or other benefits based on disability);
2. Within 60 days after receiving notice of the denial of any other claim.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. With respect to all claims except Waiver Of Premium claims (or other benefits based on disability), within 60 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 60 days.

With respect to Waiver Of Premium claims (or other benefits based on disability), within 45 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days.

If an extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

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

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

With respect to Waiver Of Premium claims (or other benefits based on disability), 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 judgement, 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 judgement and will not be subordinate to that person. The claimant may request the names of medical or vocational experts who provided advice to us about a claim for Waiver Of Premium (or other benefits based on disability).

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

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.

(2ND REV PUB WRDG_NEW WOP WRDG) LI.CL.OT.5

ASSIGNMENT

The rights and benefits under the Group Policy cannot be assigned.

LI.AS.OT.1

BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

A. Payment Of Benefits

1. Except as provided in item 6 below, benefits payable because of your death will be paid to the Beneficiary you name. See B through E of this section.
2. AD&D Insurance benefits payable for Losses other than Loss of Life will be paid to the person who suffers the Loss for which benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.
3. The benefits below will be paid to you if you are living.
 - a. AD&D Insurance benefits payable because of the death of your Dependent.
 - b. Dependents Life Insurance benefits.
 - c. Supplemental Life Insurance benefits payable because of the death of your Spouse.
 - d. Accelerated Benefits.
4. Dependents Life Insurance benefits and AD&D Insurance benefits payable because of the death of your Dependent which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
 - a. The children of the Dependent.
 - b. The parents of the Dependent.
 - c. The brothers and sisters of the Dependent.
 - d. Your estate.

5. Supplemental Life Insurance benefits payable because of the death of your Spouse which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
 - a. The children of your Spouse.
 - b. The parents of your Spouse.
 - c. The brothers and sisters of your Spouse.
 - d. Your estate.

6. Additional Benefits will be paid as follows:

The Repatriation Benefit will be paid to the person who incurs the transportation expenses.

B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits. You may name one or more Beneficiaries.

If you name two or more Beneficiaries in a class:

1. Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.
2. If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.
3. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

You may name or change Beneficiaries at any time without the consent of a Beneficiary.

Your Beneficiary designation must be the same for Life Insurance and AD&D Insurance death benefits. Your Beneficiary designations for Life Insurance and your Supplemental Life Insurance may be different.

You must name or change Beneficiary in writing. Writing includes a form signed by you or a verification from the Policyholder or Employer of an electronic or telephonic designation made by you.

Your designation:

1. Must be dated;
2. Must be delivered to the Policyholder or Employer during your lifetime;
3. Must relate to the insurance provided under the Group Policy; and
4. Will take effect on the date it is delivered to the Policyholder or Employer.

If we approve it, a designation, which meets the requirements of a Prior Plan will be accepted as your Beneficiary designation under the Group Policy.

C. Simultaneous Death Provision

If a Beneficiary or a person in one of the classes listed in item D. No Surviving Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

1. Your Spouse. (See **Definitions**)
2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. Your estate.

E. Methods Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

1. Lump Sum

If the amount payable to a Recipient is less than \$25,000, we will pay it in a lump sum.

2. Standard Secure Access Checking Account

If the amount payable to a Recipient is \$25,000, or more, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest;
- b. Is owned by the Recipient;
- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and
- d. Is fully guaranteed by us.

3. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is \$25,000 or more;
- b. The Recipient chooses; and
- c. We agree.

To the extent permitted by law, the amount payable to the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

(NO FB_REPAT_ELECT/TEL DESIG_WITH DEF SP_25K SSA LUMP INSTALL_SPOUSE DEF TERM) LLBB.OT.6

ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;

3. The right to determine:

- a. Eligibility for Insurance;
- b. Entitlement to benefits;
- c. Amount of benefits payable;
- d. Sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy any decision we make in the exercise of our authority is conclusive and binding.

LI.AL.OT.1

TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

LI.TL.OT.1

INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

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

No misrepresentation will be used to reduce or deny a claim 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.

We will not use a misrepresentation to reduce or deny a claim after the insured's insurance has been in effect for two years during the lifetime of the insured.

B. Incontestability Of 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 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 nonpayment of premiums.

LI.IN.OT.2

CLERICAL ERROR 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; or
3. Continue insurance under the Group Policy otherwise validly terminated.

B. The Policyholder and your Employer act on their own behalf as your agent, and not as our agent.

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

LI.CE.OT.2

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 thereof.

LI.TA.OT.1

DEFINITIONS

AD&D Insurance means accidental death and dismemberment insurance, if any, under the Group Policy.

Annual Earnings means your annual rate of earnings from your Employer. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work unless a different date applies (see the **Coverage Features**). Annual Earnings Includes:

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), or 457 deferred compensation arrangement; or
 - b. An executive nonqualified deferred compensation arrangement.
2. Commissions averaged over the Earnings Period shown in the **Coverage Features** or over the period of your employment if less than the Earnings Period.
3. Shift differential pay.
4. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Annual Earnings does not include:

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

Child means:

1. Your unmarried child or the child of your Domestic Partner from live birth through age 20 (through age 24 if a registered student in full time attendance at an accredited educational institution); or
2. Your unmarried child or the child of your Domestic Partner who meets either of the following requirements:
 - a. The child is insured under the Group Policy and, on and after the date on which insurance would otherwise end because of the Child's age, is continuously Disabled.
 - b. The child was insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy and was Disabled on that day, and is continuously Disabled thereafter.

Child includes any of the following, if they otherwise meet the definition of Child:

- i. Your adopted child;
- ii. Your stepchild, if living in your home; or
- iii. The child of your Domestic Partner.

Your child is Disabled if your child is:

1. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and
2. Chiefly dependent upon you for support and maintenance, or institutionalized because of mental retardation or physical handicap.

You must give us proof your Child is Disabled on our forms within 31 days after a) the date on which insurance would otherwise end because of the Child's age or b) the effective date of your

Employer's coverage under the Group Policy if your child is Disabled on that date. At reasonable intervals thereafter, we may require further proof, and have your Child examined at our expense.

Contributory means you pay all or part of the premium for insurance.

Dependents Life Insurance means dependents life insurance, if any, under the Group Policy.

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

Evidence Of Insurability means an applicant must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about the applicant's health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about the applicant's insurability that we may reasonably require.

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

Injury means an injury to your body.

Life Insurance means life insurance under the Group Policy.

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.

Noncontributory means the Policyholder or Employer pays the entire premium for insurance.

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

Physician means a licensed M.D. or D.O., acting within the scope of the license. 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 life insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

Sickness means your sickness, illness, or disease.

Spouse means:

1. A person to whom you are legally married; or
2. Your Domestic Partner. Domestic Partner means an individual with whom you have completed an affidavit of declaration of domestic partnership, submitted that affidavit to the Employer, and filed that affidavit for public record if required by law.

For purposes of insurance under the Group Policy, Spouse does not include a person who is a full-time member of the armed forces of any country or a person from whom you are divorced, legally separated or from whom you have terminated a Domestic Partner relationship.

Supplemental Life Insurance means supplemental life insurance, if any, under the Group Policy.

(REG_WITH COM_NO STOCK) L.L.P.OT.5X

POLICYHOLDER PROVISIONS

A. Premiums

The premium due on each Premium Due Date is the sum of the premiums for all persons then insured. Premium Rates are shown in the **Coverage Features**.

B. Contributions From Members

The Policyholder determines the amount, if any, of each Member's contribution toward the cost of insurance under the Group Policy.

C. Changes In Premium Rates

We may change Premium Rates for Supplemental Life Insurance upon 31 days written notice, but not more often than once in any calendar year.

We may change any other Premium Rates when:

1. A change or clarification in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in our obligations; or
2. Factors material to underwriting the risk we assumed under the Group Policy, including, but not limited to, number of persons insured, age, Annual Earnings, gender and occupational classification, change by 25% or more; or
3. We and the Policyholder mutually agree to change Premium Rates.

Except as provided above, Premium Rates will not be changed during the Initial Rate Guarantee Period shown in the **Coverage Features**. Thereafter, except as provided above, we may change Premium Rates upon advance written notice to the Policyholder. The minimum advance notice is shown in the **Coverage Features** as Notice of Rate Change. Any such change in Premium Rates may be made effective on any Premium Due Date, but no such change will be made more than once in any contract year. Contract years are successive 12 month periods computed from the end of the Initial Rate Guarantee Period.

D. Payment Of Premiums

All premiums are due on the Premium Due Dates shown in the **Coverage Features**.

Each premium is payable on or before its Premium Due Date directly to us at our home office. The payment of each premium as it becomes due will maintain the Group Policy in force until the next Premium Due Date.

E. Grace Period And Termination For Nonpayment

If a premium is not paid on or before its Premium Due Date, it may be paid during the following Grace Period. The length of the Grace Period is shown in the **Coverage Features**. The Group Policy will remain in force during the Grace Period.

If the premium is not paid during the Grace Period, the Group Policy will terminate automatically at the end of the Grace Period.

The Policyholder is liable for premium for insurance under the Group Policy during the Grace Period. We may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

F. Termination For Other Reasons

The Policyholder may terminate the Group Policy by giving us written notice. The effective date of termination will be the later of:

1. The date stated in the notice; and
2. The date we receive the notice.

We may terminate the Group Policy as follows:

1. On any Premium Due Date if the number of persons insured is less than the Minimum Participation Number or less than the Minimum Participation Percentage shown in the Coverage Features.
2. On any Premium Due Date if we determine that the Policyholder has failed to promptly furnish any necessary information requested by us, or has failed to perform any other obligations relating to the Group Policy.

The minimum advance notice of such termination by us is the same as the Notice of Rate Change stated in the Coverage Features.

G. Premium Adjustments

Premium adjustments involving a return of unearned premiums to the Policyholder will be limited to the 12 months just before the date we receive a request for premium adjustment.

H. Certificates

We will issue certificates to the Policyholder showing the coverage under the Group Policy. The Policyholder will distribute a certificate to each insured Member. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

I. Records And Reports

The Policyholder or Employer will furnish on our forms all information reasonably necessary to administer the Group Policy. We have the right at all reasonable times to inspect the payroll and other records of the Policyholder or Employer which relate to insurance under the Group Policy.

J. Agency And Release

Individuals selected by the Policyholder or by any Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of Standard Insurance Company. The Policyholder, Employer and such individuals 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. The Policyholder and each Employer hereby release, hold harmless and indemnify Standard Insurance Company from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of any of them or their representatives, agents or employees.

K. Notice Of Suit

The Policyholder or Employer shall promptly give us written notice of any lawsuit or other legal proceedings arising under the Group Policy.

L. Entire Contract, Changes

The Group Policy and the application of the Policyholder constitute the entire contract between the parties. A copy of the Policyholder's application is attached to the Group Policy when issued.

The Group Policy may be changed in whole or in part. No change in the Group Policy 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. No change in this Group Policy, which reduces or eliminates

coverage, will be valid unless it is requested in writing or accepted in writing by the Policyholder. No agent has authority to change the Group Policy or to waive any of its provisions.

M. Effect On Workers' Compensation, State Disability Insurance

The coverage provided under the Group Policy is not a substitute for coverage under a workers' compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.

(NO DIV) LI.PH.CO.4

ALI99X

GROUP POLICY AMENDMENT NO. 1

Attached to and made a part of Group Policy 144127-A issued to
City and County of Denver Police as Policyholder.

Effective January 1, 2008, and subject to the **Active Work Provisions**, the Group Policy is amended as follows:

1. The Schedule of Insurance portion of the **Coverage Features** is amended to provide the amounts of Plan 2 (additional) Life Insurance for the following Members listed below:

<u>Member Name</u>	<u>Member Amount</u>
Demmel, Terry	35,000
Greene, Walter	15,000

2. The Schedule of Insurance portion of the **Coverage Features** is amended to provide the amounts of Dependents Life Insurance for the Spouses and Child(ren) of the following Members listed below:

<u>Member Name</u>	<u>Spouse Amount</u>
Adsit, John	15,000
Agee, Valmy	5,000
Akns, John	15,000
Alarcon, Gerard	15,000
Aldridge, Ethan	15,000
Ash, Edward	15,000
Baker, Nell	15,000
Barrett, Adam	15,000
Beall, Rick	15,000
Becker, Rodney	15,000
Benavides, Fernando	15,000
Brown, Brian	15,000
Bruce, Thomas	15,000
Burdett, James	15,000
Castillo, Carlos	25,000
Chafin, Kyllion	15,000
Charles, Brian	15,000
Chavez, Dana	15,000
Cisneros, Matthew	15,000
Clark, Rodney	15,000
Clay, Corey	15,000
Clough, David	15,000
Cober, Ronald	5,000
Coppedge, John	15,000
Cronin, Sean	15,000
Daniels, Michael	25,000
Demmel, Terry	35,000
Devine, Kevin	15,000
DiPaolo, John	5,000
Dixon, James	15,000
Doell, Sheldon	15,000

Ford, Ranjan	15,000
France, Jennifer	15,000
Gann, George	15,000
Garcia, Kristy	15,000
Gentry, Gregory	25,000
Gomez, Denise	25,000
Gonzalez, Michael	25,000
Greene, Walter	15,000
Grein, Steven	15,000
Grier, Samuel	15,000
Guadiana, Raymond	15,000
Gunter, Michael	15,000
Hackett, Ronald	15,000
Hagan, Gilbert	5,000
Hancock, Derek	15,000
Harris, David	15,000
Harvey, Richard	15,000
Helm, Ronald	15,000
Hinricher, Randy	25,000
Hoff, Gerald	15,000
Hrouda, Daniel	15,000
Hyatt, Timothy	15,000
Hynes, William	25,000
Ikeda, Noel	15,000
Jeffers, Brian	5,000
Johnson, Curtis	25,000
Johnson, Paul	25,000
Jones, Charles	25,000
Katz, Jalron	15,000
Kelta, Jean	15,000
Kilchens, Frederick	15,000
Ladwig, Jeffrey	25,000
Lawrenson, Jason	25,000
Leger, Edward	15,000
Lombardi, Vincent	15,000
Loughlin, Thomas	15,000
Lumbard, Michael	15,000
Maestas, Carrie	25,000
Magat Jr., Rudy	15,000
Maher, Theodore	15,000
Martinez, David	25,000
Martinez, Robert	15,000
Masciangelo, Jeffrey	15,000
McComas, Eugene	15,000
McLean, Robert	15,000
Mertno, Joseph	25,000
Miller, David	25,000
Morgan, Jeffrey	15,000
Munzert, Brandon	15,000
Nixon, Ricky	15,000
Oestmann, Michael	15,000
Olive, Jeremy	15,000
Palomares, Jose	15,000
Pappas, Chris	15,000
Perez, Antoinette	25,000

Piedra, Linda	15,000
Pineda, Michael	15,000
Pino, Andre	15,000
Price, Karon	15,000
Rameriz, Jesse	15,000
Rezac, Paul	15,000
Rives, Adam	15,000
Robb, Jacob	15,000
Robledo, John	15,000
Rodriguez, David	15,000
Rodriguez, Richard	15,000
Rodriguez, Moses	15,000
Rosa, Raquel	15,000
Salas, Abel	15,000
Schluck, Anthony	15,000
Schroeder, Kyle	15,000
Schwartz, Michael	15,000
Sheridan, Raymond	15,000
Shurley, Richard	25,000
Simmons, Jason	15,000
Smith, Robert	25,000
Spitzer, Tarl	15,000
Stolley, David	15,000
Stratton, Robert	15,000
Tafoya, Leon	15,000
Tak, Anthony	15,000
Teeter, Joseph	25,000
Velasquez, Raul	15,000
Vincent, Jason	15,000
Warren, Robert	15,000
Washechek, David	25,000
Wilcox, Christopher	15,000
Wiley, Daniel	15,000
Williams, James	15,000
Woods, Challan	15,000
Working, Bradley	15,000
Young, Vincent	15,000

<u>Member Name</u>	<u>Child Amount</u>
Baca, Victor	5,000
Greene, Walter	5,000
Henning, James	5,000
Kelly, Ronald	5,000
Kroncke, Kristen	2,500
Rojas, Daniel	5,000
Stratton, Robert	2,500
Walker, Michael	2,500

3. After you or your Spouse reaches age 70, the amount of your or your Spouse's Insurance will be reduced according to the Reductions in Insurance shown in the Coverage Features.

This amendment is presented with the Group Policy.

STANDARD INSURANCE COMPANY

By



President



Secretary

GROUP POLICY AMENDMENT NO. 2

Attached to and made a part of Group Policy 144127-A issued to
City and County of Denver Police as Policyholder.

Effective January 1, 2009, the Group Policy is amended as follows:

1. The Policy Cover is amended to provide the following:

Policyholder: Denver Police Department

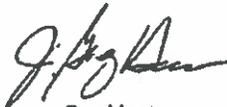
2. The General Policy Information portion of the Coverage Features is amended to provide the following:

Policyholder: Denver Police Department

Employer(s): Denver Police Department

STANDARD INSURANCE COMPANY

By


President


Corporate Secretary

**EXHIBIT A-5
TO
PURCHASE AGREEMENT
2018 STANDARD INSURANCE COMPANY,
and
The City and County of Denver**

Policies to be purchased subject to approval by the Colorado Department of Insurance:

Ex. A-5: Group Long Term Disability Policy 622518-B.

STANDARD INSURANCE COMPANY

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

GROUP LONG TERM DISABILITY INSURANCE POLICY

Policyholder:	City and County of Denver
Policy Number:	622518-B
Effective Date:	January 1, 2002

The consideration for this Group Policy is the application of the Policyholder and the payment by the Policyholder of premiums as provided herein.

Subject to the **Policyholder Provisions** and the **Incontestability Provisions**, this Group Policy (a) is issued for the Initial Rate Guarantee Period shown in the **Coverage Features**, and (b) may be renewed for successive renewal periods by the payment of the premium set by us on each renewal date. The length of each renewal period will be set by us, but will not be less than 12 months.

For purposes of effective dates and ending dates under this Group Policy, all days begin and end at 12:00 midnight Standard Time at the Policyholder's address.

All provisions on this and the following pages are part of this Group Policy. "You" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

STANDARD INSURANCE COMPANY

By



GP190 LTD/SJH9

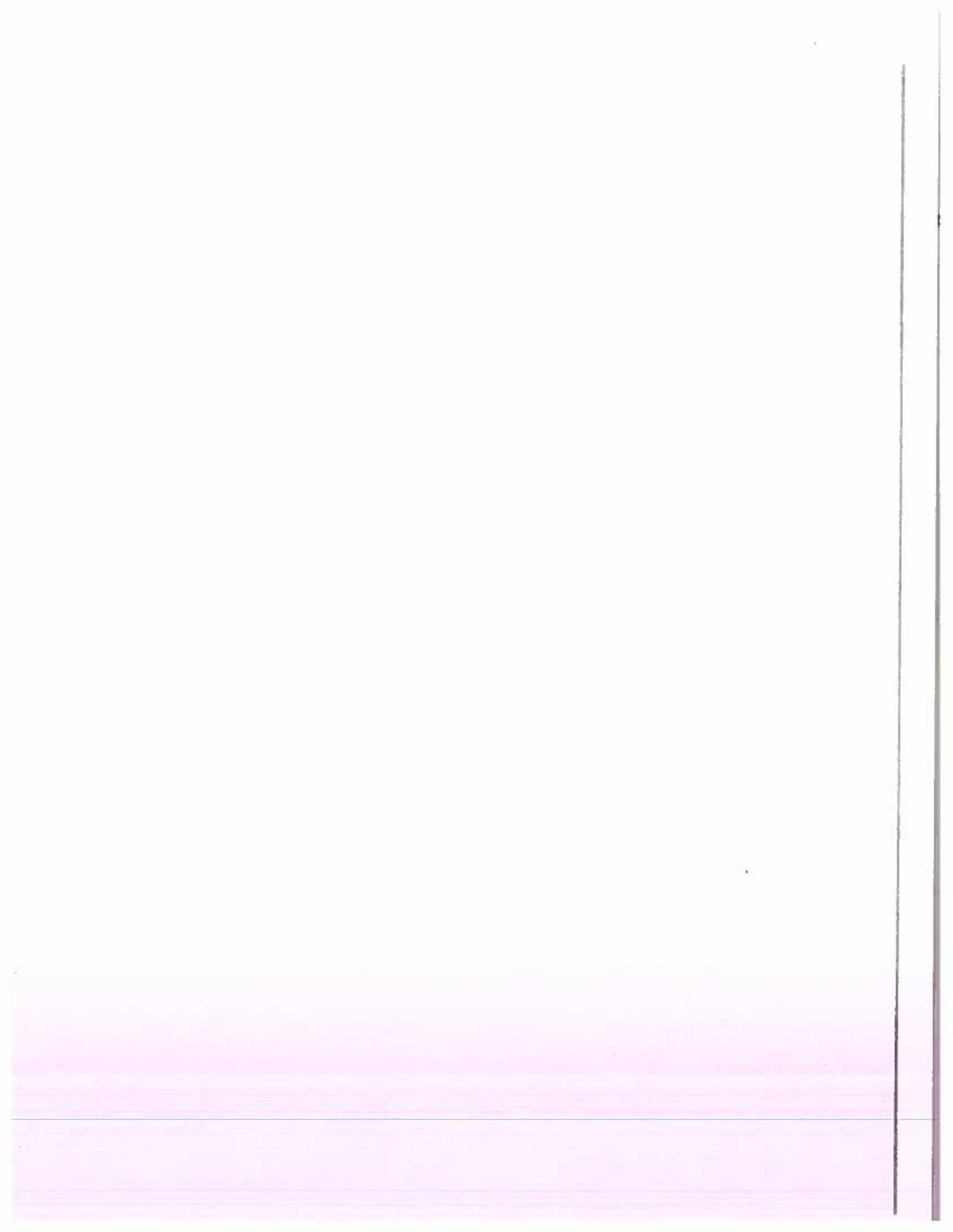


Table of Contents

COVERAGE FEATURES.....	1
GENERAL POLICY INFORMATION.....	1
SCHEDULE OF INSURANCE.....	1
PREMIUM CONTRIBUTIONS.....	2
PREMIUM AND RENEWALS.....	2
INSURING CLAUSE.....	3
BECOMING INSURED.....	3
WHEN YOUR INSURANCE BECOMES EFFECTIVE.....	3
ACTIVE WORK PROVISIONS.....	4
CONTINUITY OF COVERAGE.....	4
WHEN YOUR INSURANCE ENDS.....	5
WAIVER OF PREMIUM.....	5
REINSTATEMENT OF INSURANCE.....	5
DEFINITION OF DISABILITY.....	6
RETURN TO WORK PROVISIONS.....	7
REASONABLE ACCOMMODATION EXPENSE BENEFIT.....	8
REHABILITATION PLAN PROVISION.....	8
TEMPORARY RECOVERY.....	9
WHEN LTD BENEFITS END.....	9
PREDISABILITY EARNINGS.....	10
DEDUCTIBLE INCOME.....	10
EXCEPTIONS TO DEDUCTIBLE INCOME.....	11
RULES FOR DEDUCTIBLE INCOME.....	12
SUBROGATION.....	13
SURVIVORS BENEFIT.....	13
CONVERSION OF INSURANCE.....	13
BENEFITS AFTER INSURANCE ENDS OR IS CHANGED.....	14
EFFECT OF NEW DISABILITY.....	14
DISABILITIES EXCLUDED FROM COVERAGE.....	14
DISABILITIES SUBJECT TO LIMITED PAY PERIODS.....	15
LIMITATIONS.....	16
CLAIMS.....	17
ALLOCATION OF AUTHORITY.....	18
TIME LIMITS ON LEGAL ACTIONS.....	19
INCONTESTABILITY PROVISIONS.....	19
CLERICAL ERROR, AGENCY, AND MISSTATEMENT.....	20
TERMINATION OR AMENDMENT OF THE GROUP POLICY.....	20
DEFINITIONS.....	20
POLICYHOLDER PROVISIONS.....	21

Index of Defined Terms

Active Work, Actively At Work, 4
Allowable Periods, 9
Any Occupation, 7
Any Occupation Period, 1

Benefit Waiting Period, 2, 20

Class Definition, 1
Contributory, 20
CPI-W, 21

Deductible Income, 10
Disabled, 6

Eligibility Waiting Period, 1
Employer(s), 1
Evidence Of Insurability, 4

Grace Period, 22
Group Policy, 21
Group Policy Effective Date, 1
Group Policy Number, 1

Hospital, 16

Indexed Predisability Earnings, 21
Initial Rate Guarantee Period, 2
Injury, 21

LTD Benefit, 21

Material Duties, 7
Maximum Benefit Period, 2, 21
Maximum LTD Benefit, 2

Member, 1, 3
Mental Disorder, 16
Minimum LTD Benefit, 2
Minimum Participation Number, 2
Minimum Participation Percentage, 2

Noncontributory, 21

Other Limited Conditions, 16
Own Occupation, 6
Own Occupation Period, 1

Physical Disease, 21
Physician, 21
Policyholder, 1
Predisability Earnings, 10
Preexisting Condition, 15
Pregnancy, 21
Premium Due Dates, 2
Prior Plan, 21
Proof Of Loss, 17

Reasonable Accommodation Expense
Benefit, 8
Rehabilitation Plan, 8

Substance Abuse, 16
Survivors Benefit, 13

Temporary Recovery, 9

War, 14
Work Earnings, 8

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: 622518-B
Policyholder: City and County of Denver
Employer(s): City and County of Denver
Denver Employment Retirement Plans (DERP)
Group Policy Effective Date: January 1, 2002
Policy Issued in: Colorado

Member means:

1. An active employee of the Employer who has completed six full months of continuous uninterrupted employment and has attained Permanent Employee status;
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 fire person, police person or deputy sheriff person, 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 one of the following dates:
If you are a Member on the Group Policy Effective Date, you are eligible on that date.
If you become a Member after the Group Policy Effective Date, 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 24 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 \$10,000 of your Predisability Earnings, reduced by Deductible Income.

Maximum LTD Benefit: \$6,000 before reduction by Deductible Income.

Minimum LTD Benefit: \$100

Benefit Waiting Period: 180 days

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

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

PREMIUM CONTRIBUTIONS

Insurance is: Noncontributory

PREMIUM AND RENEWALS

Premium Rate: 0.315% of each Insured Member's Insured Predisability Earnings up to \$10,000.

Premium Due Dates: January 1, 2002 and the first day of each calendar month thereafter.

Initial Rate Guarantee Period: January 1, 2002 to January 1, 2005

Minimum Participation Number:

At the conclusion of the Initial Rate Guarantee Period and on each Premium Due Date thereafter:	10 Insured Members
-------------------------------------------------------------------------------------------------	--------------------

Minimum Participation Percentage: 100% of eligible Members

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 satisfactory to us.

LT.IC.OT.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. An active employee of the Employer who has completed six full months of continuous uninterrupted employment and has attained Permanent Employee status;
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.

You are not a Member if you are a fire person, police person or deputy sheriff person, 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:

1. Insurance Subject To Evidence Of Insurability

Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

2. Insurance Not Subject To Evidence of Insurability

The **Coverage Features** states whether insurance is Contributory or Noncontributory.

a. Noncontributory Insurance

Noncontributory insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.

b. Contributory Insurance

You must apply in writing for Contributory Insurance and agree to pay premiums. Contributory insurance not subject to Evidence Of Insurability becomes effective on:

- i. The date you become eligible if you apply on or before that date; or
- ii. The date you apply if you apply within 31 days after you become eligible.

Late application: Evidence Of Insurability is required if you apply more than 31 days after you become eligible.

B. Takeover Provisions

1. 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.
2. You must submit satisfactory Evidence Of Insurability to become Insured if you were eligible for Insurance under the Prior Plan for more than 31 days but were not Insured.

C. Evidence Of Insurability Requirement

Evidence Of Insurability satisfactory to us is required:

- a. For late application for Contributory Insurance.
- b. For Members eligible but not Insured under the Prior Plan.
- c. For reinstatements if required.

Providing Evidence Of Insurability means you must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about your health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about your Insurability that we may reasonably require.

(VAR E01) 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 Material Duties of your Own Occupation at your Employer's usual place of business.

B. Changes In Insurance

This Active Work requirement also applies to any Increase in your Insurance.

LT.AW.OT.1

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 30 days or less. A period of Disability is not a leave of absence.

LT.EN.OT.1

WAIVER OF PREMIUM

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

LT.WF.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, 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 fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
4. 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.
5. 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.
6. In no event will insurance be retroactive.

LT.RE.OT.1

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 Disabled only from your Own Occupation.

You are Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder:

1. You are unable to perform with reasonable continuity the Material Duties of your Own Occupation; and
2. You suffer a loss of at least 20% in your Indexed Predisability Earnings when working in your Own Occupation.

Note: You are not Disabled merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license.

During the Own Occupation Period you may work in another occupation while you meet the Own Occupation Definition Of Disability. However, you will no longer be Disabled when your Work Earnings from another occupation meet or exceed 80% of your Indexed Predisability Earnings. Your Work Earnings may be Deductible Income. See **Return To Work Provisions** and **Deductible Income**.

Own Occupation means any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as the occupation you are regularly performing for your Employer when Disability begins. In determining your Own Occupation, we are not limited to looking at the way you perform your job for your Employer, but we may also look at the way the occupation is generally performed in the national economy. If your Own Occupation involves the rendering of professional services and you are required to have a professional or

occupational license in order to work, your Own Occupation is as broad as the scope of your license.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

B. Any Occupation Definition Of Disability

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

You are Disabled from all occupations if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to perform with reasonable continuity the Material Duties of Any Occupation.

Any Occupation means any occupation or employment which you are able to perform, whether due to education, training, or experience, which is available at one or more locations in the national economy and in which you can be expected to earn at least 60% of your Indexed Predisability Earnings within twelve months following your return to work, regardless of whether you are working in that or any other occupation.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

Your Own Occupation Period and Any Occupation Period are shown in the **Coverage Features**.

(OWN_ANY_WITH 40) LT.DD.OT.1

RETURN TO WORK PROVISIONS

A. Return To Work Responsibility

During the Own Occupation Period no LTD Benefits will be paid for any period when you are able to work in your Own Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

During the Any Occupation Period no LTD Benefits will be paid for any period when you are able to work in Any Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

B. Return To Work Incentive

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

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 12 months after that date, as follows:

1. During the first 12 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 12 months, 50% of your Work Earnings will be Deductible Income.

C. Work Earnings Definition

Work Earnings means your gross monthly earnings from work you perform while Disabled, plus the earnings you could receive if you worked as much as you are able to, considering your Disability, in work that is reasonably available:

- a. In your Own Occupation during the Own Occupation Period; and
- b. In Any Occupation during the Any Occupation Period.

Work Earnings includes earnings from your Employer, any other employer, or self-employment, and any sick pay, vacation pay, annual or personal leave 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. During the Own Occupation Period you will no longer be Disabled when your average Work Earnings over the last three months exceed 80% of your Indexed Predisability Earnings. During the Any Occupation Period you will no longer be Disabled when your average Work Earnings over the last three months exceed 60% of your Indexed Predisability Earnings.

LT.RW.OT.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.

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.
- b. Family care expenses.
- c. Job-related expenses.
- d. Job search expenses.

LT.RH.07.1

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 30 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.

LT.TR.07.1

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.

LT.BE.07.1

PREDISABILITY EARNINGS

Your Predisability Earnings will be based on your earnings in effect on the January 1 or July 1, whichever is most recent, preceding 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:

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. Shift differential pay.
3. 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. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
5. 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.

(REG NO COM) 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.
2. Your Work Earnings, as described in the **Return To Work Provisions**.
3. Any amount you receive or are eligible 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.
- 4. Any amount you, your spouse, or your child under age 18 receive or are eligible to receive because of your disability or 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.

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 eligible 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 eligible to receive because of your disability under any state disability income benefit law or similar law.
- 6. Any amount you receive or are eligible to receive because of your disability under another group insurance coverage.
- 7. Any disability or retirement benefits you receive or are eligible to receive under the Denver Employees' Retirement Plan or any other Employer sponsored 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.

If any of these plans has two or more payment options, the option which comes closest to providing you a monthly income for life with no survivors benefit will be Deductible Income, even if you choose a different option.

- 8. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while LTD Benefits are payable.
- 9. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law.
- 10. Any amount you receive or are eligible to receive from or on behalf of a third party because of your disability, whether by judgement, settlement or other method. If you notify us before filing suit or settling your claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees.
- 11. 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.

(CHOICE_NO OTHR OFFST_PUB_WITH 3RD) LT.DI.OT.1X

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.
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.

(PUB. NO OTHER OFFST) LT.ED.OT.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. 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.

B. Your Duty To Pursue Deductible Income

You must pursue Deductible Income for which you may be eligible. 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. Otherwise, we may reduce your LTD Benefits by the amount we estimate you would be eligible to receive upon proper pursuit of the Deductible Income.

C. 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.

D. 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.OT.1

SUBROGATION

If LTD Benefits are paid or payable to you under the Group Policy as the result of any act or omission of a third party, we will be subrogated to all rights of recovery you may have in respect to such act or omission. You must execute and deliver to us such instruments and papers as may be required and do whatever else is needed to secure such rights. You must avoid doing anything that would prejudice our rights of subrogation.

If you notify us before filing suit or settling your claim against such third party, the amount to which we are subrogated will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees. If suit or action is filed, we may record a notice of payments of LTD Benefits, and such notice shall constitute a lien on any judgement recovered.

If you or your legal representative fail to bring suit or action promptly against such third party, we may institute such suit or action in our name or in your name. We are entitled to retain from any judgement recovered the amount of LTD Benefits paid or to be paid to you or on your behalf, together with our costs of recovery, including attorney fees. The remainder of such recovery, if any, shall be paid to you or as the court may direct.

LT.SG.0T.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 3 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 at our option 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) LT.SB.0T.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;
 - 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.

Your LTD conversion insurance becomes effective on the day after your insurance ends.

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

1. \$4,000 (however, if you provide satisfactory Evidence Of Insurability, this upper limit is \$8,000);
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.1

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, Disabilities Subject To Limited Pay Periods, and Limitations** sections will apply to the new cause of Disability.

LT.ND.OT.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.

C. Preexisting Condition

1. Definition

Preexisting Condition means a mental or physical condition whether or not diagnosed or misdiagnosed:

- a. For which you have done or for which a reasonably prudent person would have done any of the following:
 - i. Consulted a physician or other licensed medical professional;
 - ii. Received medical treatment, services or advice;
 - iii. Undergone diagnostic procedures, including self-administered procedures;
 - iv. Taken prescribed drugs or medications;
- b. Which, as a result of any medical examination, including routine examination, was discovered or suspected;

at any time during the 90-day period just before your insurance becomes effective.

2. Exclusion

You are not covered for a Disability caused or 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. Loss Of License Or Certification

You are not covered for a Disability caused or contributed to by the loss of your professional license, occupational license or certification.

E. Violent Or Criminal Conduct

You are not covered for a Disability caused or contributed to by your committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.

(WITH PRUDENT) LT.XD.CO.1

DISABILITIES SUBJECT TO LIMITED PAY PERIODS

A. Mental Disorders, Substance Abuse and Other Limited Conditions

Payment of LTD Benefits is limited to 12 months during your entire lifetime for a Disability caused or contributed to by any one or more of the following, or medical or surgical treatment of one or more of the following:

1. Mental Disorders;
2. Substance Abuse; or

3. Other Limited Conditions.

However, if you are confined in a Hospital solely because of a Mental Disorder at the end of the 12 months, 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, anxiety and anxiety disorders.

Substance Abuse means use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.

Other Limited Conditions means chronic fatigue conditions (such as chronic fatigue syndrome, chronic fatigue immunodeficiency syndrome, post viral syndrome, limbic encephalopathy, Epstein-Barr virus infection, herpesvirus type 6 infection, or myalgic encephalomyelitis), any allergy or sensitivity to chemicals or the environment (such as environmental allergies, sick building syndrome, multiple chemical sensitivity syndrome or chronic toxic encephalopathy), chronic pain conditions (such as fibromyalgia, reflex sympathetic dystrophy or myofascial pain), carpal tunnel or repetitive motion syndrome, temporomandibular joint disorder, craniomandibular joint disorder, arthritis, diseases or disorders of the cervical thoracic, or lumbosacral back and its surrounding soft tissue, and sprains or strains of joints or muscles.

However, Other Limited Conditions does not include neoplastic diseases, neurologic diseases, endocrine diseases, hematologic diseases, asthma, allergy-induced reactive lung disease, tumors, malignancies, or vascular malformations, demyelinating diseases, lupus, rheumatoid or psoriatic arthritis, herniated discs with neurological abnormalities that are documented by electromyogram and computerized tomography or magnetic resonance imaging, scoliosis, radiculopathies that are documented by electromyogram, spondylolisthesis, grade II or higher, myelopathies and myelitis, traumatic spinal cord necrosis, osteoporosis, discitis, Paget's disease.

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.

B. Rules For Disabilities Subject To Limited Pay Periods

1. If you are Disabled as a result of a Mental Disorder or any Physical Disease or Injury for which payment of LTD Benefits is subject to a limited pay period, 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 the limitation.
2. No LTD Benefits will be payable after the end of the limited pay period, 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.

(WITH MUSC) LT.LP.OT.1

LIMITATIONS

A. Care Of A Physician

You must be under the ongoing care of a Physician in the appropriate specialty as determined by us during the Benefit Waiting Period. No LTD Benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician in the appropriate specialty as determined by us.

B. Return To Work Responsibility

During the Own Occupation Period no LTD Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but you elect not to work.

During the Any Occupation Period, no LTD Benefits will be paid for any period of Disability when you are able to work in Any Occupation and able to earn at least 20% of your Indexed Predisability Earnings, but elect not to work.

C. 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.

D. 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.

E. Imprisonment

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

LT.LM.OT.1

CLAIMS

A. 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.

B. Time Limits On Filing Proof Of Loss

You must give us Proof Of Loss within 90 days after the end of the Benefit Waiting Period. 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.

C. 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.

D. 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 60 days after we mail our request, your claim may be denied.

E. 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.

F. 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.

G. Notice Of Decision On Claim

You will receive a written decision on your claim within a reasonable time after we receive your claim.

If you do not receive our decision within 90 days after we receive your claim, you will have an immediate right to request a review as if your claim had been denied.

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

1. The reasons for our decision;
2. Reference to the parts of the Group Policy on which our decision is based;
3. A description of any additional information needed to support your claim; and
4. Information concerning your right to a review of our decision.

H. Review Procedure

If all or part of your claim is denied, you may request a review. You must request a review in writing within 60 days after receiving notice of the denial.

You may send us written comments or other items to support your claim, and may review any non-privileged information that relates to your request for review.

We will review your claim promptly after we receive your request. We will send you a notice of our decision within 60 days after we receive your request, or within 120 days if special circumstances require an extension. We will state the reasons for our decision and refer you to the relevant parts of the Group Policy.

I. Assignment

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

LT.CL.OT.1

ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder or Employer, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
3. The right to determine:

- a. Eligibility for insurance;
- b. Entitlement to benefits;
- c. The amount of benefits payable; and
- d. The sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

LT.AL.OT.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 may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

LT.TL.OT.1

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 to reduce or deny the 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 nonpayment of premiums or fraudulent misrepresentations.

LT.IN.OT.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
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.

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.

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

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.

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 M.D. or D.O., acting within the scope of the license. 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.

LT.DF.OT.1

POLICYHOLDER PROVISIONS

A. Premiums

The premium due on each Premium Due Date is the sum of the premiums for all persons then insured. Premium Rates are shown in **Coverage Features**.

B. Contributions From Members

The Policyholder determines the amount, if any, of each Member's contribution toward the cost of insurance.

C. Changes In Premium Rates

We may change Premium Rates whenever:

1. A change or clarification in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in our obligations.
2. Factors material to underwriting the risk we assumed under the Group Policy with respect to an Employer, including, but not limited to, number of persons insured, age, Predisability Earnings, gender, and occupational classification, changes by 25% or more.
3. The premium contribution arrangement for Members is changed or varies from that stated in the Group Policy when issued or last renewed.
4. We and the Policyholder or the Employer mutually agree to change Premium Rates.

Except as provided above, Premium Rates will not be changed during the Initial Rate Guarantee Period shown in **Coverage Features**. Thereafter, except as provided above, we may change Premium Rates upon 180 days advance written notice to the Policyholder. Any such change in Premium Rates may be made effective on any Premium Due Date, but no such change will be made more than once in any contract year. Contract years are successive 12 month periods computed from the end of the Initial Rate Guarantee Period.

D. Payment Of Premiums

All premiums are due on the Premium Due Dates shown in **Coverage Features**.

Each premium is payable on or before its Premium Due Date directly to us at our home office. The payment of each premium by the Policyholder as it becomes due will maintain the Group Policy in force until the next Premium Due Date.

E. Grace Period And Termination For Nonpayment

If a premium is not paid on or before its Premium Due Date, it may be paid during the following Grace Period of 60 days. The Group Policy or an Employer's coverage under the Group Policy will remain in force during the Grace Period.

If the premium is not paid during the Grace Period, the Group Policy will terminate automatically at the end of the Grace Period.

The Policyholder is liable for premium for coverage during the Grace Period. We may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

F. Termination For Other Reasons

The Policyholder may terminate the Group Policy by giving us written notice. The effective date of termination will be the later of:

1. The date stated in the notice; and
2. The date we receive the notice.

We may terminate the Group Policy as follows:

1. On any Premium Due Date if the number of persons insured is less than the Minimum Participation shown in **Coverage Features**.
2. On any Premium Due Date if we determine that the Policyholder has failed to promptly furnish any necessary information requested by us, or has failed to perform any other obligations relating to the Group Policy.

The minimum advance notice of termination by us is 180 days.

G. Premium Adjustments

Premium adjustments involving a return of unearned premiums to the Policyholder will be limited to the 12 months just before the date we receive a request for premium adjustment.

H. Experience Rating

The Group Policy will be experience rated as long as premiums do not fall below \$25,000 per year. Any experience rating refund is calculated according to the following:

1. Definitions.

a. Incurred Claims means the amount determined by the following formula:

A + B - C + D - E, where:

A = Claims actually paid (including benefits paid and costs incurred under any provision of the Group Policy, lawsuits, settlements, and lawsuit related expenses) during the Renewal Period.

B = The IBNR (Incurred but not Reported claims) reserve at the end of the Renewal Period.

C = The IBNR reserve at the beginning of the Renewal Period.

D = The sum of the active claim reserves at the end of the Renewal Period.

E = The sum of the active claim reserves at the beginning of the Renewal Period.

b. Expenses means the sum of the following:

(1) An amount to be determined according to the Expense Formula adopted by Standard and in effect at the end of the Renewal Period.

(2) Commissions paid during the Renewal Period.

(3) Premium tax incurred during the Renewal Period.

(4) Printing expenses.

c. Risk Charge means the contribution to Standard's risk and surplus accounts which is attributable to the Group Policy. The Risk Charge will be determined in accordance with the Risk Formula adopted by Standard and in effect at the end of the Renewal Period.

d. The Balance equals:

F - G - H - J, where:

F = Earned premium.

G = Incurred Claims.

H = Risk Charge.

J = Expenses.

e. Renewal Date means the date on which each Renewal Period ends.

2. The Refund

Standard will pay to the Policyholder the Experience Rating Refund calculated according to the formula stated in 3. Experience Rating Refund Calculation, subject to the provisions stated in

4. Requirements

Payment of the Experience Rating Refund will be made by Standard on the later of the following dates:

- a. Sixty days after the end of any Renewal Period subject to an Experience Rating Refund; and
- b. The date upon which all premium due and owing for a Renewal Period subject to an Experience Rating Refund has been received by Standard.

3. Experience Rating Refund Calculation

The Experience Rating Refund equals:

$K - L + M$, where:

K = The positive Balance for all Renewal Periods since January 1, 1998.

L = The aggregate Experience Rating Refunds or dividends which have been paid for all Renewal Periods.

M = Amounts, if any, which have been withdrawn from the Combined Claims Fluctuation Reserve (CCFR) Account under Part 4. a.

4. Requirements

- a. The aggregate Experience Rating Refunds will be deposited into the Policyholder's CCFR Account.
- b. The CCFR Account shall be held by Standard for the benefit of the Policyholder in accordance with the Combined Claims Fluctuation Reserve Agreement executed by Standard and the Policyholder.
- c. If the Experience Rating Refund calculation results in a negative amount (a loss), the loss for the current Renewal Period will be determined by calculating the negative Balance for the current Renewal Period. This negative Balance will be deducted from the CCFR Account to the extent of the amount currently on deposit.

If the negative Balance exceeds the amount currently on deposit in the CCFR, the Balance for each succeeding Renewal Period will be calculated. No Experience Rating Refund will be calculated or paid until:

- (1) First, all negative Balances in excess of the CCFR Account have been recovered from positive Balances, if any, from succeeding Renewal Periods; and
- (2) Second, the CCFR Account has been credited with a sufficient amount from positive Balances from succeeding Renewal Periods to bring the CCFR Account to its highest previous balance.

If the negative Balance does not exceed the amount currently on deposit in the CCFR, the Balance for each succeeding Renewal Period will be calculated. No Experience Rating Refund will be calculated or paid until the CCFR Account has been credited with sufficient positive Balances from succeeding Renewal Periods to bring the CCFR Account to its highest previous balance.

If the calculations required by this provision result in a negative Balance, such a negative Balance is a loss and will be deducted from the CCFR Account or added to any existing loss in excess of the CCFR Account, as appropriate.

- d. No Experience Rating Refund will be paid if the Balance for the current Renewal Period is negative. An Experience Rating Refund for any Renewal Period will not exceed the Balance for that period.

5. The Formula

The Risk Formula may be changed only once in any calendar year to be effective twelve months from the date of the change.

The Expense Formula and the reserving formulae for active claims and the IBNR may be changed only on January 1 of each calendar year. Any change in the Expense Formula will bear a direct relationship to the actual increase or decrease in expenses. Any change in the reserving formulae for active claims or the IBNR will bear a direct relationship to Standard's actual experience or to published insurance industry experience.

Standard will provide to the Policyholder detailed information concerning the component formulae of the Experience Rating Refund upon written request.

I. Certificates

We will issue certificates to the Policyholder showing the coverage under the Group Policy. The Policyholder will distribute a certificate to each insured Member. If the terms of the certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

J. Records And Reports

The Policyholder will furnish on our forms all information reasonably necessary to administer the Group Policy. We have the right at all reasonable times to inspect the payroll and other records of the Policyholder which relate to insurance under the Group Policy.

K. Agency And Release

Individuals selected by the Policyholder or by any Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of Standard. The Policyholder, Employer and such individuals 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. The Policyholder and each Employer hereby release, hold harmless and indemnify Standard from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of any of them or their representatives, agents or employees.

L. Notice Of Suit

The Policyholder or Employer shall promptly give us written notice of any lawsuit or other legal proceedings arising under the Group Policy.

M. Entire Contract, Changes

The Group Policy and the application of the Policyholder constitute the entire contract between the parties. A copy of the Policyholder's application is attached to the Group Policy when issued.

The Group Policy may be changed in whole or in part. No change in the Group Policy 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. No change in this Group Policy which reduces or eliminates coverage will be valid unless it is requested or accepted in writing by the Policyholder. No agent has authority to change the Group Policy, or to waive any of their provisions.

N. Effect On Workers' Compensation, State Disability Insurance

The coverage provided under the Group Policy is not a substitute for coverage under a workers' compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.

(ERR) LT.PO.CO.1X

CO/LTDP2000

GROUP POLICY AMENDMENT NO. 1

Attached to and made a part of Group Policy 622518-B issued to
City and County of Denver as Policyholder.

Effective March 1, 2005, the **Survivors Benefit** portion is amended to read:

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 3 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 at our option to any one or more of the following:
 - a. Your surviving Spouse. Spouse means:
 - i. A person to whom you are legally married; or
 - ii. Your Domestic Partner. Domestic Partner means an individual with whom you have completed an affidavit of declaration of domestic partnership, submitted that affidavit to the Employer, and filed that affidavit for public record if required by law; or
 - 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) LTSB.OT.1X

STANDARD INSURANCE COMPANY

By



President



Secretary

GROUP POLICY AMENDMENT NO. 2

Attached to and made a part of Group Policy 622518-B issued to
City and County of Denver as Policyholder.

Effective January 1, 2005, the Group Policy is amended as follows:

1. The **Allocation Of Authority** section is deleted.
2. The **Termination Or Amendment Of The Group Policy** section is amended to read:

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 in order to make the Group Policy consistent with applicable governmental regulation or other applicable law or 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.

3. E. **Grace Period And Termination For Nonpayment**, F. **Termination For Other Reasons**, K. **Agency And Release**, and M. **Entire Contract, Changes of the Policyholder Provisions** are amended to read:

E. Grace Period And Termination For Nonpayment

If a premium is not paid on or before its Premium Due Date, it may be paid during the following Grace Period of 60 days. The Group Policy or an Employer's coverage under the Group Policy will remain in force during the Grace Period.

If the premium is not paid during the Grace Period, the Group Policy will terminate automatically at the end of the Grace Period.

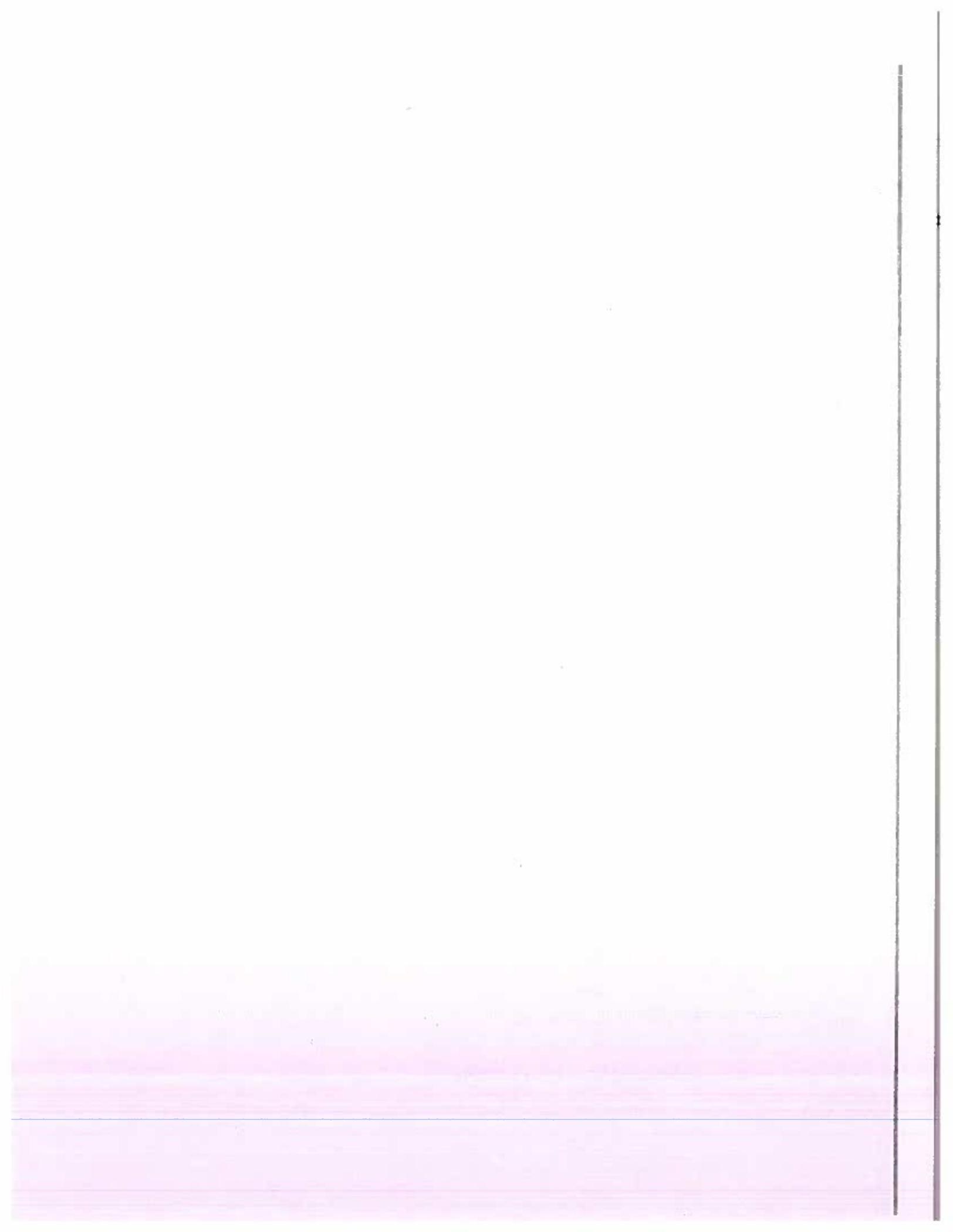
The Policyholder will ensure that the premiums for insurance under the Group Policy are paid during the Grace Period.

F. Termination For Other Reasons

The Policyholder may terminate the Group Policy by giving us written notice. The effective date of termination will be the later of:

1. The date stated in the notice; and
2. The date we receive the notice.

We may terminate the Group Policy as follows:



1. On any Premium Due Date if the number of persons insured is less than the Minimum Participation shown in the Coverage Features.
2. On any Premium Due Date if we determine that the Policyholder has failed to promptly furnish any necessary and material information requested by us, or has failed to perform any other obligations relating to the Group Policy.

The minimum advance notice of termination to the Policyholder by us is 180 days.

K. Agency

Individuals selected by the Policyholder to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or Standard. The Policyholder, Employer and such individuals 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.

M. Entire Contract, Changes

The Group Policy and the application of the Policyholder constitute the entire contract between the parties. A copy of the Policyholder's application is attached to the Group Policy when issued.

The Group Policy may be changed in whole or in part by mutual written agreement of us and Policyholder. No change in the Group Policy 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. No change in this Group Policy which reduces or eliminates coverage will be valid unless it is requested or accepted in writing by the Policyholder. No agent has authority to change the Group Policy, or to waive any of its provisions.

STANDARD INSURANCE COMPANY

By



President



Secretary

GROUP POLICY AMENDMENT NO. 3

Attached to and made a part of Group Policy 622518-B issued to
City and County of Denver as Policyholder.

Effective January 1, 2008, the Group Policy is amended as follows:

1. **Item H. Experience Rating of the Policyholder Provisions is deleted.**
2. **The Combined Claims Fluctuation Reserve Agreement in effect in connection with group policies 615855-E and 622518-B is terminated.**

An accounting will be performed as of the termination date of the Combined Claims Fluctuation Reserve Agreement, and a deposit to or withdrawal from the CCFR account will be made by The Standard as needed.

After a 12-month runout period, the final accounting will be performed. If the result is negative, a withdrawal from the CCFR account will be made. If the result is positive, no further deposit to the CCFR account will be made.

Any amount remaining in the CCFR account will then be refunded to the Policyholder.

3. **The premium rate for Long Term Disability Insurance will be 0.15% of each insured Member's insured Predisability Earnings up to \$10,000, beginning January 1, 2008 and continuing until changed as provided in the Group Policy.**

STANDARD INSURANCE COMPANY

By



President



Corporate Secretary

GROUP POLICY AMENDMENT NO. 4

Attached to and made a part of Group Policy 622518-B issued to
City and County of Denver as Policyholder.

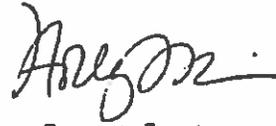
Effective January 1, 2008, the renewal date following January 1, 2008 will be January 1, 2011.

STANDARD INSURANCE COMPANY

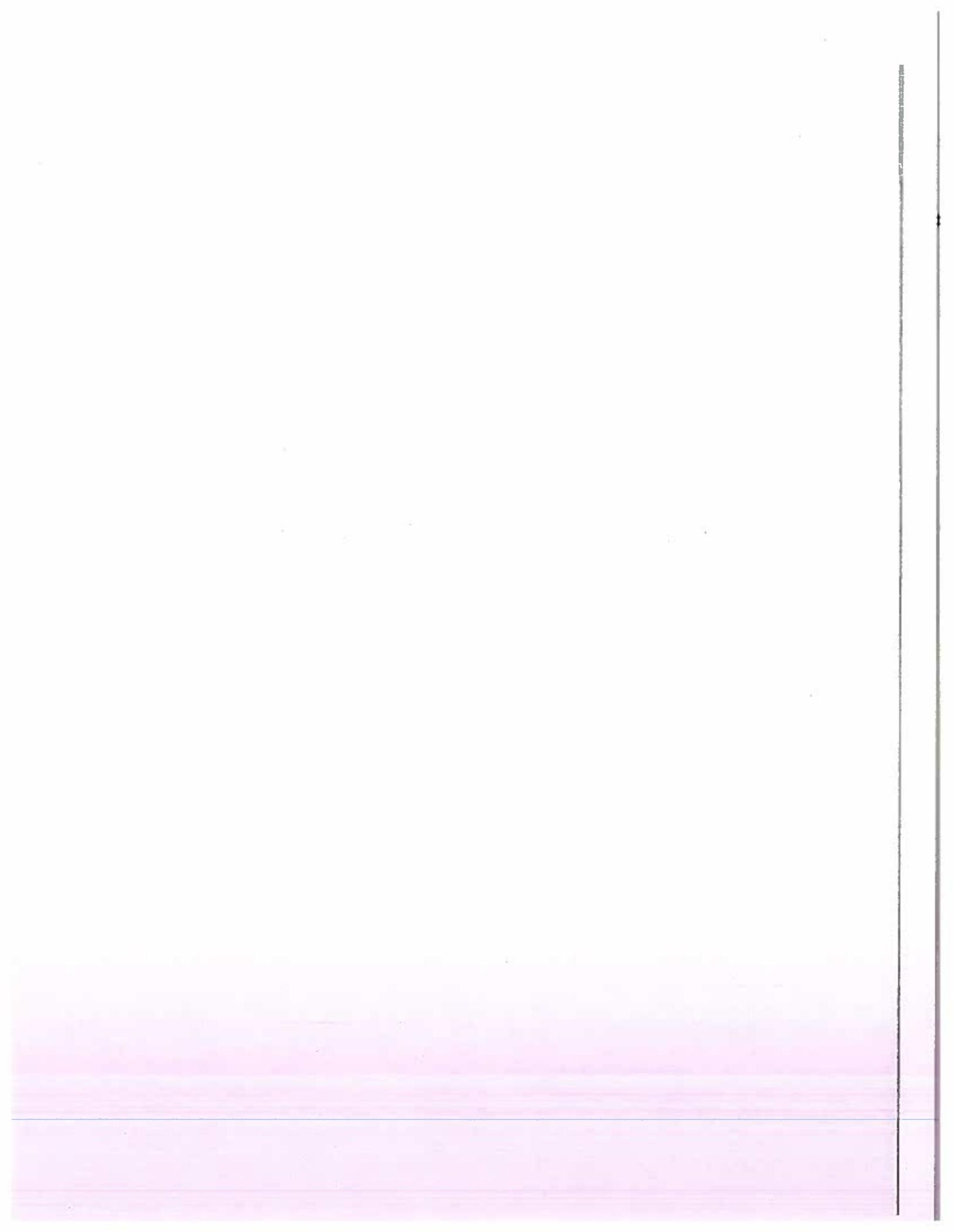
By



President



Corporate Secretary



GROUP POLICY AMENDMENT NO. 5

Attached to and made a part of Group Policy 622518-B issued to
City and County of Denver as Policyholder.

Effective August 1, 2008, the Group Policy is amended as follows:

1. The Definition of Member in the Coverage Features and Becoming Insured sections is amended to read:

Member means:

1. An active employee of the Employer who has completed six full months of continuous uninterrupted employment and has attained Permanent Employee status;
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 fire person, or police person, a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

2. The premium rate for Long Term Disability Insurance will be 0.15% of each insured Member's insured Predisability Earnings up to \$10,000, beginning August 1, 2008 and continuing until changed as provided in the Group Policy.

STANDARD INSURANCE COMPANY

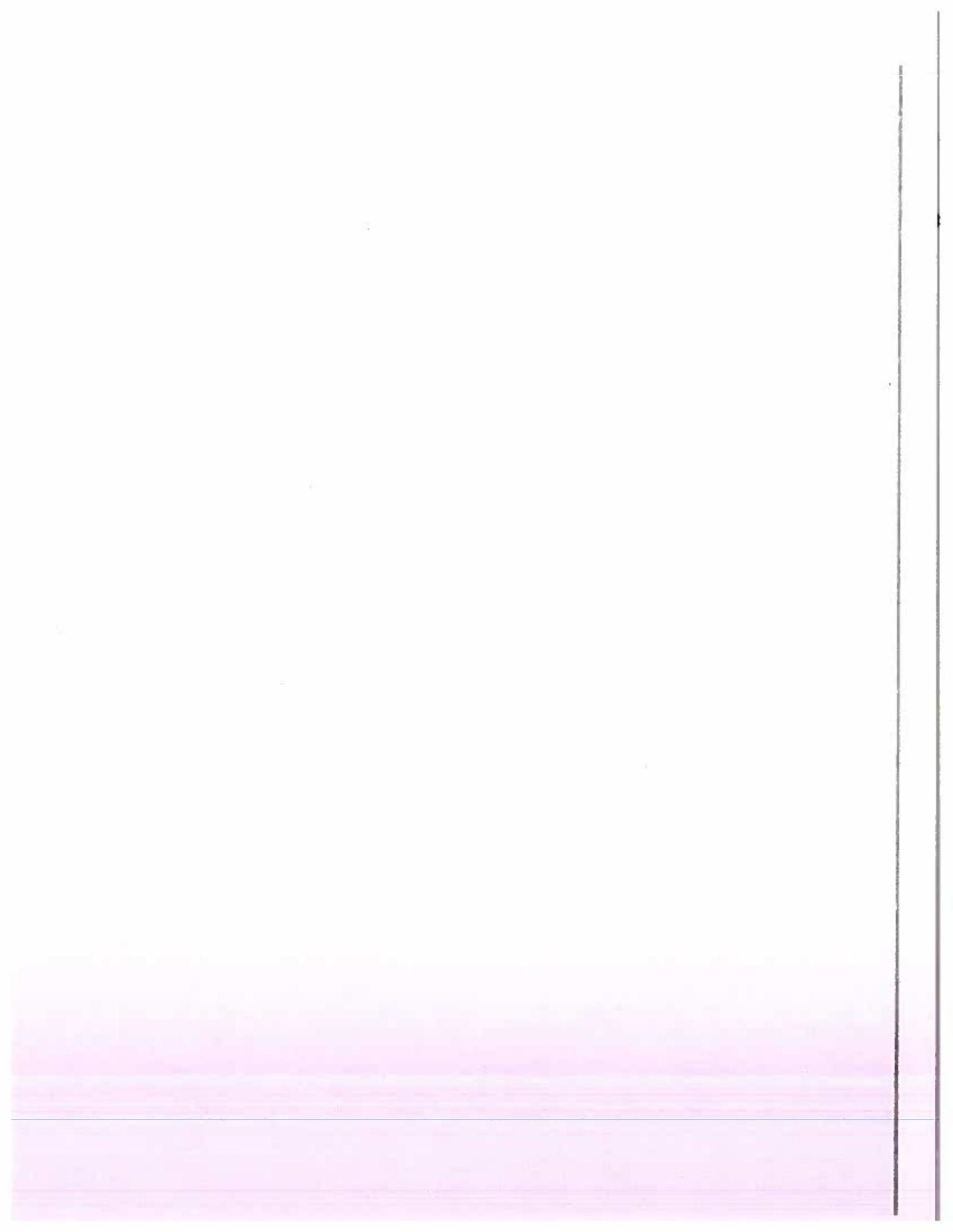
By

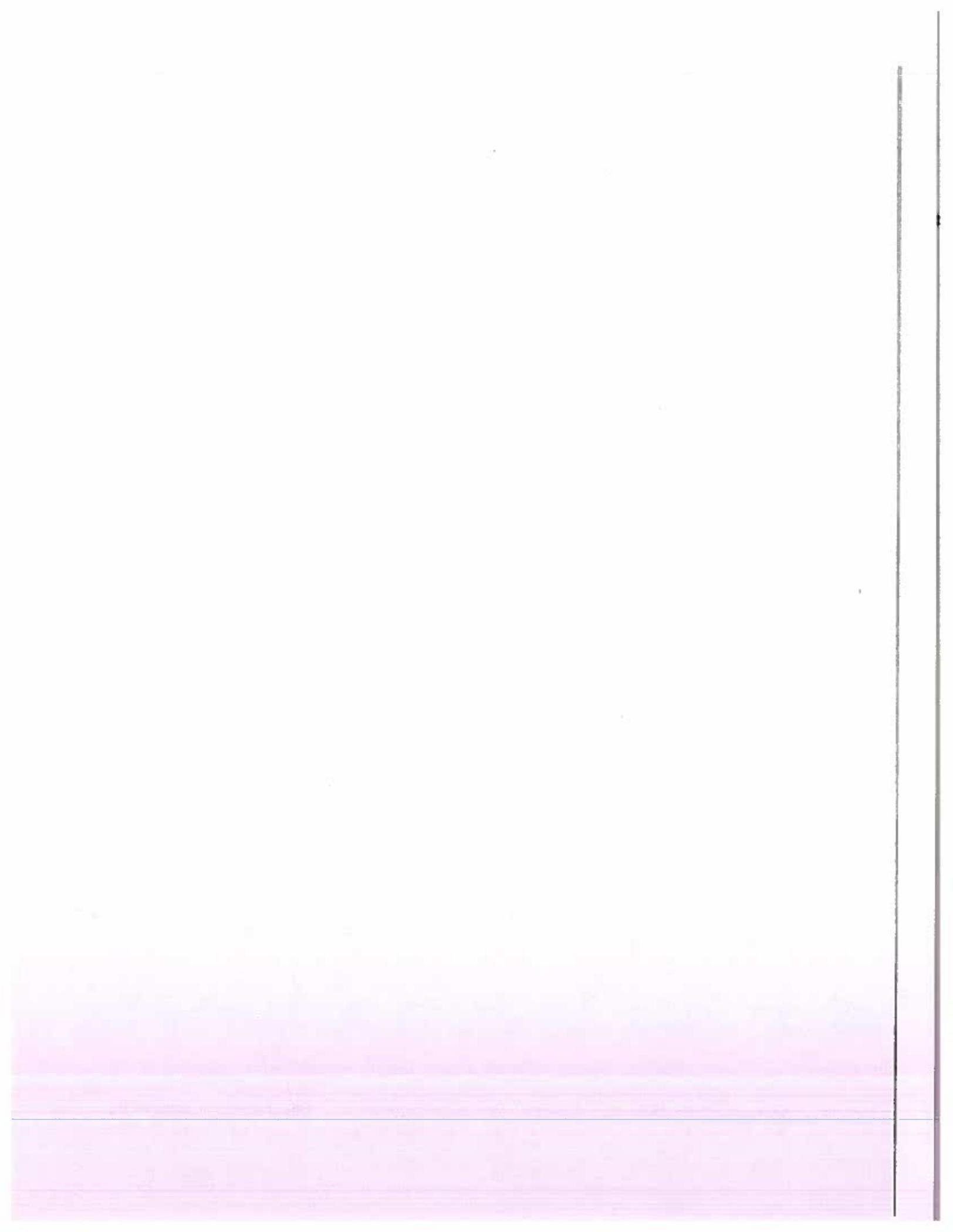


President



Corporate Secretary





**EXHIBIT A-6
TO
PURCHASE AGREEMENT
2018 STANDARD INSURANCE COMPANY,
and
The City and County of Denver**

Policies to be purchased subject to approval by the Colorado Department of Insurance:

Ex. A-6: Group Short Term Disability Policy 642061-A (Sick and Vacation Employees)

STANDARD INSURANCE COMPANY

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

GROUP SHORT TERM DISABILITY INSURANCE POLICY

Policyholder:	City and County of Denver
Policy Number:	642061-A
Effective Date:	January 1, 2005
Anniversary Date:	January 1, 2006

The consideration for this Group Policy is the application of the Policyholder and the payment by the Policyholder of premiums as provided herein.

Subject to the **Policyholder Provisions** and the **Incontestability Provisions**, this Group Policy (a) is issued for the Initial Rate Guarantee Period shown in the **Coverage Features**, and (b) may be renewed for successive renewal periods by the payment of the premium set by us on each renewal date. The length of each renewal period will be set by us, but will not be less than 12 months.

For purposes of effective dates and ending dates under this Group Policy, all days begin and end at 12:00 midnight Standard Time at the Policyholder's address.

All provisions on this and the following pages are part of this Group Policy. "You" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

STANDARD INSURANCE COMPANY

By



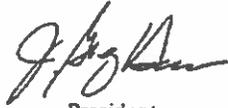
President



Secretary

STANDARD INSURANCE COMPANY

By



President



Corporate Secretary

**SUMMARY OF THE COLORADO LIFE AND HEALTH INSURANCE
PROTECTION ASSOCIATION ACT AND NOTICE
CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS**

Residents of Colorado who purchase life insurance, annuities, or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Life and Health Insurance Protection Association. The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in Colorado and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Association is limited, however. As noted below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

IMPORTANT DISCLAIMER

The Life and Health Insurance Protection Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require residency in Colorado. You should not rely on coverage by the Life and Health Insurance Protection Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the association to induce you to purchase any kind of insurance policy.

The state law that provides for this safety-net is called the Life and Health Insurance Protection Association Act. Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the Association.

COVERAGE

Generally, individuals will be protected by the Life and Health Insurance Protection Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they hold certificates under a group life or health insurance contract or annuity, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

Persons holding such policies or contracts are NOT protected by this Association if:

- they are not residents of the state of Colorado, except under very specific circumstances;
- the insurer was not authorized or licensed to do business in Colorado at the time the policy or contract was issued; or
- their policy was issued by a nonprofit hospital or health service organization (e.g., the "Blues"), an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the Association is obligated to pay out. The Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Association will pay a maximum of \$300,000--no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$100,000 in cash surrender values, \$100,000 in health insurance benefits, \$100,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits--again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages.

This information is provided by:

**Life and Health Insurance Protection Association
P.O. Box 480025
Denver, Colorado 80248-0025
(303) 572-1710**

**Colorado Division of Insurance
1560 Broadway, Suite 850
Denver, Colorado 80202
(303) 894-7499**

The Association also does NOT provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk;
- any policy of reinsurance (unless an assumption certificate was issued);
- plans of employers, associations or similar entities to the extent they are self-funded or uninsured (that is, not insured by an insurance company, even if an insurance company administers them);
- interest rate yields that exceed an average rate;
- dividends;
- experience rating credits;
- credits given in connection with the administration of a policy or contract;
- annuity contracts or group annuity certificates not owned by an individual unless and to the extent guaranteed to an individual by the insurer;
- annuity contracts or group annuity certificates used by nonprofit insurance companies to provide retirement benefits for nonprofit educational institutions and their employees;
- policies, contracts, certificates or subscriber agreements issued by a prepaid dental care plan;
- sickness and accident insurance when written by a property and casualty insurer as part of an automobile insurance contract;
- unallocated annuity contracts issued to an employee benefit plan protected under the federal Pension Benefit Guaranty Corporation;
- policies or contracts issued by an insurer which was insolvent or unable to fulfil its contractual obligations as of July 1, 1991;
- policies or contracts covering persons who are not citizens or permanent residents of the United States;
- financial guarantees, funding agreements or guaranteed investment contracts not containing mortality guarantees and not issued to or in connection with a specific employee benefit plan or governmental lottery;
- any kind of insurance or annuity, the benefits of which are exclusively payable or determined by a separate account required by the terms of such insurance policy or annuity maintained by the insurer or by a separate entity.

Table of Contents

COVERAGE FEATURES	1
GENERAL POLICY INFORMATION	1
SCHEDULE OF INSURANCE.....	1
PREMIUM CONTRIBUTIONS.....	5
PREMIUM AND RENEWALS.....	5
INSURING CLAUSE.....	6
BECOMING INSURED	6
WHEN YOUR INSURANCE BECOMES EFFECTIVE	6
ACTIVE WORK PROVISIONS	7
WHEN YOUR INSURANCE ENDS.....	7
REINSTATEMENT OF INSURANCE.....	7
DEFINITION OF DISABILITY	8
RETURN TO WORK PROVISIONS	9
REASONABLE ACCOMMODATION EXPENSE BENEFIT	10
TEMPORARY RECOVERY.....	10
WHEN STD BENEFITS END	10
PREDISABILITY EARNINGS.....	11
DEDUCTIBLE INCOME	11
EXCEPTIONS TO DEDUCTIBLE INCOME	12
RULES FOR DEDUCTIBLE INCOME.....	13
SUBROGATION.....	13
BENEFITS AFTER INSURANCE ENDS OR IS CHANGED	13
EFFECT OF NEW DISABILITY	14
DISABILITIES EXCLUDED FROM COVERAGE.....	14
LIMITATIONS.....	14
CLAIMS	15
TIME LIMITS ON LEGAL ACTIONS	17
INCONTESTABILITY PROVISIONS	17
CLERICAL ERROR, AGENCY AND MISSTATEMENT.....	18
TERMINATION OR AMENDMENT OF THE GROUP POLICY	18
DEFINITIONS.....	18
POLICYHOLDER PROVISIONS.....	19

Index of Defined Terms

Active Work, Actively At Work, 7
Allowable Periods, 10

Benefit Waiting Period, 2, 3, 18

Class Definition, 1
Contributory, 18

Deductible Income, 11

Eligibility Waiting Period, 1
Employer, 19
Employer(s), 1
Enrollment Period, 4
Evidence Of Insurability, 19

Grace Period, 20
Group Policy, 19
Group Policy Effective Date, 1
Group Policy Number, 1

Hospital, 19

Initial Rate Guarantee Period, 5
Injury, 19

Maximum Benefit Period, 4, 19

Maximum STD Benefit, 2, 3
Member, 1, 6
Mental Disorder, 19
Minimum Participation Percentage, 5
Minimum STD Benefit, 2, 3

Noncontributory, 19

Physical Disease, 19
Physician, 19
Policyholder, 1
Predisability Earnings, 11
Pregnancy, 19
Premium Due Dates, 5
Premium Rate, 5
Prior Plan, 19
Proof Of Loss, 15

Reasonable Accommodation Expense
Benefit, 10

STD Benefit, 2, 19

Temporary Recovery, 10

War, 14
Work Earnings, 9

COVERAGE FEATURES

This section contains many of the features of your short term disability (STD) 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: 642061-A
Policyholder: City and County of Denver
Employer(s): City and County of Denver
Denver Employment Retirement Plans (DERP)
Group Policy Effective Date: January 1, 2005
Policy Issued in: Colorado

Member means:

1. A regular CSA (Career Service Authority), Sheriff or DERP (Denver Employment Retirement Plan) employee of the Employer, excluding a police, fire or retired employee;
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 one of the following dates, but not before the Group Policy Effective Date:

If you are a Member on the Group Policy Effective Date, you are eligible on the first day of the calendar month coinciding with or next following the date you become a Member.

If you become a Member after the Group Policy Effective Date, you are eligible on the first day of the calendar month coinciding with or next following the date you become a Member.

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

STD Benefit:

You may choose to be insured under Schedule A or any combination of plans and options under Schedule B.

Schedule A:

STD Benefit: 70% of the first \$500 of your Predisability Earnings, reduced by Deductible Income.
Maximum: \$350 before reduction by Deductible Income.
Minimum: \$15

Benefit Waiting Period:

For Contributory Insurance for Members who apply during the Enrollment Period:

For Disability caused by accidental Injury: 7 days

For Disability caused by Physical Disease, Pregnancy or Mental Disorder: 7 days

For Contributory Insurance for Members who do not apply during the Enrollment Period:

For Disability caused by accidental Injury: 7 days

For Disability caused by Physical Disease, Pregnancy or Mental Disorder: During the 12-month period beginning on the date your insurance becomes effective: 60 days; and thereafter: 7 days

Schedule B:

STD Benefit: Your choice of one of the following plans:

Plan 1: 70% of the first \$714 of your Predisability Earnings, reduced by Deductible Income.
Maximum: \$500 before reduction by Deductible Income.
Minimum: \$15

Plan 2: 70% of the first \$1,071 of your Predisability Earnings, reduced by Deductible Income.
Maximum: \$750 before reduction by Deductible Income.
Minimum: \$15

Plan 3: 70% of the first \$1,429 of your Predisability Earnings, reduced by Deductible Income.
Maximum: \$1,000 before reduction by Deductible Income.
Minimum: \$15

Plan 4: 70% of the first \$2,143 of your Predisability Earnings, reduced by Deductible Income.
Maximum: \$1,500 before reduction by Deductible Income.
Minimum: \$15

Benefit Waiting Period: Your choice of one of the following options:

Option A:

For Members who were insured under the prior plan on December 31, 2004 and Members who become eligible after January 1, 2005 and who apply during the Enrollment Period:

For Disability caused by accidental Injury: 7 days

For Disability caused by Physical Disease, Pregnancy or Mental Disorder: 7 days

For all other Members:

For Disability caused by accidental Injury: 7 days

For Disability caused by Physical Disease, Pregnancy or Mental Disorder:

During the 12-month period beginning on the date your Insurance becomes effective: 60 days; and thereafter: 7 days

Option B:

For Members who were insured under the prior plan on December 31, 2004 and Members who become eligible after January 1, 2005 and who apply during the Enrollment Period:

For Disability caused by accidental Injury: 14 days

For Disability caused by Physical Disease, Pregnancy or Mental Disorder: 14 days

For all other Members:

For Disability caused by accidental Injury: 14 days

For Disability caused by Physical Disease, Pregnancy or Mental Disorder:

During the 12-month period beginning on the date your insurance becomes effective: 60 days; and thereafter: 14 days

Option C:

For Members who were insured under the prior plan on December 31, 2004 and Members who become eligible after January 1, 2005 and who apply during the Enrollment Period:

For Disability caused by accidental Injury: 30 days

For Disability caused by Physical Disease, Pregnancy or Mental Disorder: 30 days

For all other Members:

For Disability caused by accidental Injury: 30 days

For Disability caused by Physical Disease, Pregnancy or Mental Disorder: During the 12-month period beginning on the date your insurance becomes effective: 60 days; and thereafter: 30 days

Option D:

For Members who were insured under the prior plan on December 31, 2004 and Members who become eligible after January 1, 2005 and who apply during the Enrollment Period:

For Disability caused by accidental Injury: 60 days

For Disability caused by Physical Disease, Pregnancy or Mental Disorder: 60 days

For all other Members:

For Disability caused by accidental Injury: 60 days

For Disability caused by Physical Disease, Pregnancy or Mental Disorder: 60 days

**Enrollment Period for:
Contributory Insurance:**

The 31-day period beginning on the date you become eligible.

Maximum Benefit Period:

26 weeks minus the Benefit Waiting Period. However, STD Benefits will end on the date long term disability

INSURING CLAUSE

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

ST.IC.0T.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 CSA (Career Service Authority), Sheriff or DERP (Denver Employment Retirement Plan) employee of the Employer, excluding a police, fire or retired employee;
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) ST.BLOT.1X

WHEN YOUR INSURANCE BECOMES EFFECTIVE

A. When Insurance Becomes Effective

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

1. Insurance Subject To Evidence Of Insurability

Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

2. Insurance Not Subject To Evidence Of Insurability

The **Coverage Features** states whether insurance is Contributory or Noncontributory.

a. Noncontributory Insurance

Noncontributory insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.

b. Contributory Insurance

You must apply in writing for Contributory Insurance and agree to pay premiums. Contributory insurance not subject to Evidence Of Insurability becomes effective on:

i. The date you become eligible if you apply on or before that date; or

ii. The date you apply if you apply after the date you become eligible.

Note: If you apply for a plan increase in your STD Benefit later than your Enrollment Period, then until you have been insured under the Group Policy for 12 consecutive months, you will have a longer Benefit Waiting Period for Disabilities caused by Physical Disease, Pregnancy or Mental Disorder. The Enrollment Period and applicable Benefit Waiting Periods are shown in **Coverage Features**.

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.

(VAR EOI_WITH 60 DAY PD) ST.EF.OT.3X

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 Material Duties of your Own Occupation at your Employer's usual place of business.

B. Changes In Insurance

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

ST.AW.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 180 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 30 days or less. A period of Disability is not a leave of absence.

ST.EN.OT.1X

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, your Insurance will end. However, if you become a Member again immediately after the later of the dates in a. and b., below, the Eligibility Waiting Period will be waived.
 - a. The date STD Benefits end;
 - b. If you are covered under a group long term disability policy issued by us to the Policyholder, the date long term disability benefits end, provided the long term disability benefits are payable for the same Disability.
2. If you cease to be a Member because of a Disability that is not covered solely because of the exclusion for work related Disabilities, your Insurance will end. However, if you become a Member again immediately after workers' compensation temporary benefits end, the Eligibility Waiting Period will be waived.
3. If your Insurance ends because you cease to be a Member for any reason other than Item 1 or 2 above, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
4. 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.
5. In no event will Insurance be retroactive.

(NONOCC) ST.RE.OT.1X

DEFINITION OF DISABILITY

You are Disabled if you meet the following Own Occupation definition of Disability.

You are required to be Disabled only from your Own Occupation. You are Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder:

1. You are unable to perform with reasonable continuity the Material Duties of your Own Occupation; and
2. You suffer a loss of at least 20% in your Predisability Earnings when working in your Own Occupation.

Note: You are not Disabled merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license.

You may work in another occupation while you meet the Own Occupation definition of Disability. However, you will no longer be Disabled when your Work Earnings from another occupation exceed 80% of your Predisability Earnings.

Your Work Earnings may be Deductible Income. See **Return To Work Provisions and Deductible Income.**

Own Occupation means any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as the occupation you are regularly performing for your Employer when Disability begins. In determining your Own Occupation, we are not limited to looking at the way you perform your job for your Employer, but we may also look at the way the occupation is generally performed in the national economy. If your Own Occupation involves the rendering of professional services and you are required to have a professional or occupational license in order to work, your Own Occupation is as broad as the scope of your license.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a

particular occupation, that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

(WITH 40_WITH PARTL) ST.DD.OT.1

RETURN TO WORK PROVISIONS

A. Return To Work Responsibility

No STD Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Predisability Earnings, but you elect not to work.

B. Return To Work Incentive

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

You are eligible for the Return To Work Incentive on the first day you work after the Benefit Waiting Period if STD Benefits are payable on that date.

Your Work Earnings will be Deductible Income as determined in 1., 2. and 3.

1. Determine the amount of your STD Benefit as if there were no Deductible Income, and add your Work Earnings to that amount.
2. Determine 100% of your Predisability Earnings.
3. If 1. is greater than 2., the difference will be Deductible Income.

C. Work Earnings Definition

Work Earnings means your gross weekly earnings from work you perform while Disabled, plus the earnings you could receive if you worked as much as you are able to, considering your Disability, in work that is reasonably available in your Own Occupation. Work Earnings includes sick pay, vacation pay, annual or personal leave 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 weekly, 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 week to week, we may determine your Work Earnings by averaging your earnings over the most recent four-week period. You will no longer be Disabled when your average Work Earnings over the last four weeks exceed 80% of your Predisability Earnings.

ST.RW.OT.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 in an amount agreed to by us, 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.

ST.RA.OT.1

TEMPORARY RECOVERY

You may temporarily recover from your Disability during the Maximum Benefit Period, 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 Period

The allowable period of recovery during the Maximum Benefit Period is: a total of 30 days of recovery.

B. Effect Of Temporary Recovery

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

1. The Predisability Earnings used to determine your STD Benefit will not change.
2. The period of Temporary Recovery will not count toward your Maximum Benefit Period.
3. No STD Benefits will be payable for the period of Temporary Recovery.
4. No STD 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 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.

ST.TR.OT.2

WHEN STD BENEFITS END

Your STD 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 long term disability benefits become payable to you under a group long term disability policy, even if that occurs before the end of the Maximum Benefit Period.
5. The date benefits become payable to you under any other disability insurance plan under which you become insured through employment during a period of Temporary Recovery.
6. The date you fail to provide proof of continued Disability and entitlement to STD Benefits.

(REV LTD LIM) ST.BE.OT.3

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 will not affect your Predisability Earnings.

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

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. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
6. Any other extra compensation.

If you are paid on an annual contract basis, your weekly rate of earnings is one fifty-second (1/52nd) of your annual contract salary.

If you are paid hourly, your weekly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per week, but not more than 40 hours. If you do not have regular work hours, your weekly rate of earnings is based on the average number of hours you worked per week during the preceding 52 weeks (or during your period of employment if less than 52 weeks), but not more than 40 hours.

(BASE) ST.PD.07.1

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, if it exceeds the amount found in a., b., and c.
 - a. Determine the amount of your STD 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 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 eligible to receive because of your disability under a state disability income benefit law or similar law.
4. Any amount you receive or are eligible to receive because of your disability under another group insurance coverage.

5. Any disability or retirement benefits you receive or are eligible to receive 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. You and your Employer's contributions will be considered as distributed simultaneously throughout your lifetime, regardless of how funds are distributed from the retirement plan.

If any of these plans has two or more payment options, the option which comes closest to providing you a monthly income for life with no survivors benefit will be Deductible Income, even if you choose a different option.

6. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while STD Benefits are payable.
7. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law.
8. Any amount you receive or are eligible to receive from or on behalf of a third party because of your disability, whether by judgment, settlement or other method. If you notify us before filing suit or settling your claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees.
9. 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.

(PUB_NONOCC_WITH RTW_100% SL_NO OTHER OFFST_WITH 3RD) ST.DI.CO.1X

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. Group credit or mortgage disability insurance benefits.
6. Accelerated death benefits paid under a life insurance policy.
7. 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.

(PUB_NO OTHER OFFST) ST.ED.OT.1

RULES FOR DEDUCTIBLE INCOME

A. Weekly Equivalents

Each week we will determine your STD Benefit using the Deductible Income for the same weekly period, even if you actually receive the Deductible Income in another week.

If you are paid Deductible Income in a lump sum or by a method other than weekly, we will determine your STD Benefit using a prorated amount. 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.

B. Your Duty To Pursue Deductible Income

You must pursue Deductible Income for which you may be eligible. 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. Otherwise, we may reduce your STD Benefits by the amount we estimate you would be eligible to receive upon proper pursuit of the Deductible Income.

C. 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.

D. 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 STD Benefits until we have been repaid in full. In the meantime, any STD Benefits paid, including the Minimum STD 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.

ST.RU.OT.1

SUBROGATION

If STD Benefits are paid or payable to you under the Group Policy as the result of any act or omission of a third party, we will be subrogated to all rights of recovery you may have in respect to such act or omission. You must execute and deliver to us such instruments and papers as may be required and do whatever else is needed to secure such rights. You must avoid doing anything that would prejudice our rights of subrogation.

If you notify us before filing suit or settling your claim against such third party, the amount to which we are subrogated will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees. If suit or action is filed, we may record a notice of payments of STD Benefits, and such notice shall constitute a lien on any judgment recovered.

If you or your legal representative fail to bring suit or action promptly against such third party, we may institute such suit or action in our name or in your name. We are entitled to retain from any judgment recovered the amount of STD Benefits paid or to be paid to you or on your behalf, together with our costs of recovery, including attorney fees. The remainder of such recovery, if any, shall be paid to you or as the court may direct.

ST.SG.OT.1

BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

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

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

ST.BA.OT.1

EFFECT OF NEW DISABILITY

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

1. STD Benefits will not continue beyond the end of the original Maximum Benefit Period.
2. All provisions of the Group Policy, including the **Disabilities Excluded From Coverage and Limitations** sections, will apply to the new cause of Disability.

ST.ND.OT.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.

C. Work Related

You are not covered for a Disability arising out of or in the course of any employment for wage or profit.

D. Violent Or Criminal Conduct

You are not covered for a Disability caused or contributed to by your committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.

E. Loss Of License Or Certification

You are not covered for a Disability caused or contributed to by the loss of your professional license, occupational license or certification.

(NONOCC) ST.XD.CO.1

LIMITATIONS

A. Care Of A Physician

You must be under the ongoing care of a Physician in the appropriate specialty as determined by us during the Benefit Waiting Period. No STD Benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician in the appropriate specialty as determined by us.

B. Occupational Benefits

No STD Benefits will be paid for any period when you are eligible to receive benefits for your Disability under a workers' compensation law or similar law. If your claim for these benefits is

accepted, compromised or settled (whether disputed or undisputed), you must repay us for the full amount of any payments we make to you while your claim for occupational benefits is pending.

C. Imprisonment

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

D. Return To Work Responsibility

No STD Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Predisability Earnings, but you elect not to work.

E. Rehabilitation Program

No STD 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.

F. Changes in Plan

If you elect to change plans or options, until you are insured under the new plan for 12 months, your benefit will be the lesser of the old plan or the new plan.

(NONOCC_RTW RSP_MAND REHB) ST.LM.OT.1X

CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If you do not receive our forms within 15 days after you ask for them, 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.

B. Time Limits On Filing Proof Of Loss

You must give us Proof Of Loss within 90 days after the end of the Benefit Waiting Period. 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.

C. Proof Of Loss

Proof Of Loss means written proof that you are Disabled and entitled to STD 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.

D. 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.

E. 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 STD Benefits if you fail to attend an examination or cooperate with the examiner.

F. Time Of Payment

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

STD Benefits will be paid to you at the end of each week you qualify for them. STD Benefits remaining unpaid at your death will be paid to your estate.

G. 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.
- 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.

H. 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.
- I. Assignment

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

(REV PUB WRDG) ST.CL.OT.2

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 may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

ST.TL.OT.1

INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

Any statement you make to obtain 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 person claiming benefits a copy of the signed written instrument which contains your misrepresentation.

After insurance has been in effect for two years, during the lifetime of the insured, we will not use a misrepresentation to reduce or deny the 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 nonpayment of premiums or fraudulent misrepresentations.

ST.IR.OT.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
2. The difference between the amount paid and the amount which would have been paid if the age had been correctly stated.

ST.CE.07.1

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 in order to make the Group Policy consistent with applicable governmental regulation or other applicable law or 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.

ST.TA.07.1X

DEFINITIONS

Benefit Waiting Period means the period you must be continuously Disabled before STD Benefits become payable. No STD 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.

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

Providing Evidence Of Insurability means you must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about your health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about your insurability that we may reasonably require.

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

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.

Injury means an injury to the body.

Maximum Benefit Period means the longest period for which STD 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 STD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See **Coverage Features**.

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, anxiety and anxiety disorders.

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.

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

Physician means a licensed M.D. or D.O., acting within the scope of the license. 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 short term disability insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

STD Benefit means the weekly benefit payable to you under the terms of the Group Policy.

ST.DF.OT.1X

POLICYHOLDER PROVISIONS

A. Premiums

The premium due on each Premium Due Date is the sum of the premiums for all persons then insured. Premium Rates are shown in the **Coverage Features**.

B. Contributions From Members

The Policyholder determines the amount, if any, of each Member's contribution toward the cost of insurance under the Group Policy.

C. Changes In Premium Rates

We may change Premium Rates whenever:

1. A change or clarification in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in our obligations.
2. Factors material to underwriting the risk we assumed under the Group Policy with respect to an Employer, including, but not limited to, number of persons insured, age, Predisability Earnings, gender, and occupational classification, change by 25% or more.
3. The premium contribution arrangement for Members is changed or varies from that stated in the Group Policy when issued or last renewed.
4. We and the Policyholder or the Employer mutually agree to change Premium Rates.

Except as provided above, Premium Rates will not be changed during the Initial Rate Guarantee Period shown in the **Coverage Features**. Thereafter, except as provided above, we may change Premium Rates upon 180 days advance written notice to the Policyholder. Any such change in Premium Rates may be made effective on any Premium Due Date, but no such change will be made more than once in any contract year. Contract years are successive 12 month periods computed from the end of the Initial Rate Guarantee Period.

D. Payment Of Premiums

All premiums are due on the Premium Due Dates shown in the **Coverage Features**.

Each premium is payable on or before its Premium Due Date directly to us at our home office. The payment of each premium by the Policyholder as it becomes due will maintain the Group Policy in force until the next Premium Due Date.

E. Grace Period And Termination For Nonpayment

If a premium is not paid on or before its Premium Due Date, it may be paid during the following Grace Period of 60 days. The Group Policy or an Employer's coverage under the Group Policy will remain in force during the Grace Period.

If the premium is not paid during the Grace Period, the Group Policy will terminate automatically at the end of the Grace Period.

The Policyholder will ensure that the premiums for insurance under the Group Policy are paid during the Grace Period.

F. Termination For Other Reasons

The Policyholder may terminate the Group Policy by giving us written notice. The effective date of termination will be the later of:

1. The date stated in the notice; and
2. The date we receive the notice.

We may terminate the Group Policy as follows:

1. On any Premium Due Date if the number of persons insured is less than the Minimum Participation shown in the **Coverage Features**.

2. On any Premium Due Date if we determine that the Policyholder has failed to promptly furnish any necessary and material information requested by us, or has failed to perform any other obligations relating to the Group Policy.

The minimum advance notice of termination to the Policyholder by us is 180 days.

G. Premium Adjustments

Premium adjustments involving a return of unearned premiums to the Policyholder will be limited to the 12 months just before the date we receive a request for premium adjustment.

H. Experience Rating

The Group Policy will be experience rated. Any experience rating refund is calculated according to our customary underwriting guidelines and will be paid to the Policyholder. The experience rating formulae are available to the Policyholder upon request.

I. Certificates

We will issue certificates to the Policyholder showing the coverage under the Group Policy. The Policyholder will distribute a certificate to each insured Member. If the terms of the certificate differ from then Group Policy, the terms stated in the Group Policy will govern.

J. Records And Reports

The Policyholder or Employer will furnish on our forms all information reasonably necessary to administer the Group Policy. We have the right at all reasonable times to inspect the payroll and other records of the Policyholder or Employer which relate to insurance under the Group Policy.

K. Agency

Individuals selected by the Policyholder to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or Standard. The Policyholder, Employer and such individuals 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.

L. Notice Of Suit

The Policyholder and Employer shall promptly give us written notice of any lawsuit or other legal proceedings arising under the Group Policy.

M. Entire Contract, Changes

The Group Policy and the application of the Policyholder constitute the entire contract between the parties. A copy of the Policyholder's application is attached to the Group Policy when issued.

The Group Policy may be changed in whole or in part by mutual written agreement of us and Policyholder. No change in the Group Policy 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. No change in this Group Policy which reduces or eliminates coverage will be valid unless it is requested or accepted in writing by the Policyholder. No agent has authority to change the Group Policy, or to waive any of its provisions.

N. Effect On Workers' Compensation, State Disability Insurance

The coverage provided under the Group Policy is not a substitute for coverage under a workers' compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.

ST.PH.CO.1

CO/STDP2000X

**SUMMARY OF THE COLORADO LIFE AND HEALTH INSURANCE
PROTECTION ASSOCIATION ACT AND NOTICE
CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS**

Residents of Colorado who purchase life insurance, annuities, or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Life and Health Insurance Protection Association. The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in Colorado and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Association is limited, however. As noted below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

IMPORTANT DISCLAIMER

The Life and Health Insurance Protection Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require residency in Colorado. You should not rely on coverage by the Life and Health Insurance Protection Association in selecting an insurance company or in selecting an insurance policy.

Coverage is **NOT** provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the association to induce you to purchase any kind of insurance policy.

The state law that provides for this safety-net is called the Life and Health Insurance Protection Association Act. Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the Association.

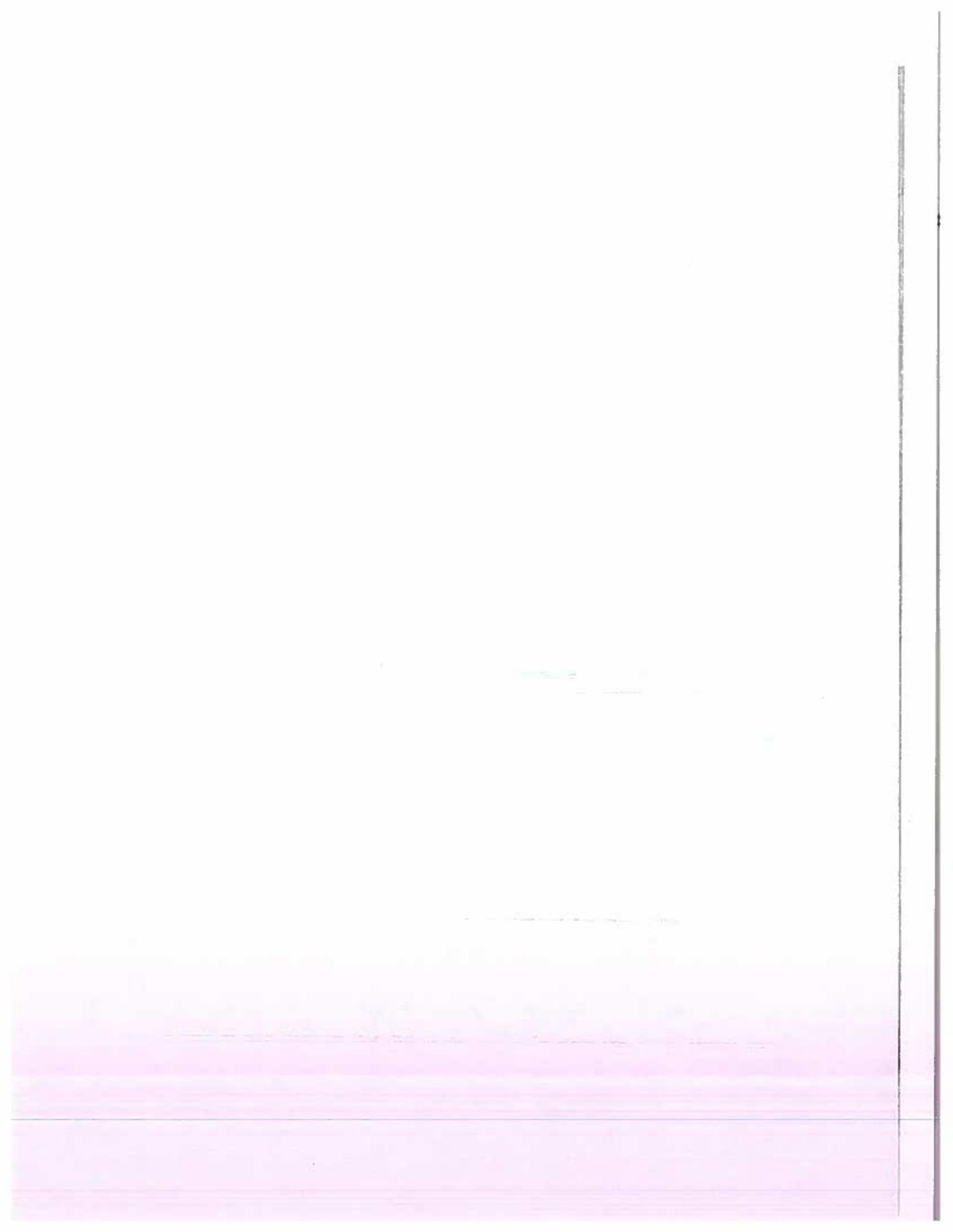
COVERAGE

Generally, individuals will be protected by the Life and Health Insurance Protection Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they hold certificates under a group life or health insurance contract or annuity, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

Persons holding such policies or contracts are **NOT** protected by this Association if:

- they are not residents of the state of Colorado, except under very specific circumstances;
- the insurer was not authorized or licensed to do business in Colorado at the time the policy or contract was issued; or
- their policy was issued by a nonprofit hospital or health service organization (e.g., the "Blues"), an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.



The Association also does **NOT** provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk;
- any policy of reinsurance (unless an assumption certificate was issued);
- plans of employers, associations or similar entities to the extent they are self-funded or uninsured (that is, not insured by an insurance company, even if an insurance company administers them);
- interest rate yields that exceed an average rate;
- dividends;
- experience rating credits;
- credits given in connection with the administration of a policy or contract;
- annuity contracts or group annuity certificates not owned by an individual unless and to the extent guaranteed to an individual by the insurer;
- annuity contracts or group annuity certificates used by nonprofit insurance companies to provide retirement benefits for nonprofit educational institutions and their employees;
- policies, contracts, certificates or subscriber agreements issued by a prepaid dental care plan;
- sickness and accident insurance when written by a property and casualty insurer as part of an automobile insurance contract;
- unallocated annuity contracts issued to an employee benefit plan protected under the federal Pension Benefit Guaranty Corporation;
- policies or contracts issued by an insurer which was insolvent or unable to fulfill its contractual obligations as of July 1, 1991;
- policies or contracts covering persons who are not citizens or permanent residents of the United States;
- financial guarantees, funding agreements or guaranteed investment contracts not containing mortality guarantees and not issued to or in connection with a specific employee benefit plan or governmental lottery;
- any kind of insurance or annuity, the benefits of which are exclusively payable or determined by a separate account required by the terms of such insurance policy or annuity maintained by the insurer or by a separate entity.

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the Association is obligated to pay out. The Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Association will pay a maximum of \$300,000--no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$100,000 in cash surrender values, \$100,000 in health insurance benefits, \$100,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits--again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages.

This information is provided by:

**Life and Health Insurance Protection Association
P.O. Box 480025
Denver, Colorado 80248-0025
(303) 572-1710**

**Colorado Division of Insurance
1560 Broadway, Suite 850
Denver, Colorado 80202
(303) 894-7499**

**EXHIBIT A-7
TO
PURCHASE AGREEMENT
2018 STANDARD INSURANCE COMPANY,
and
The City and County of Denver**

Policies to be purchased subject to approval by the Colorado Department of Insurance:

Ex. A-7: Group Short Term Disability Policy 642061-B (PRO Employees).

STANDARD INSURANCE COMPANY

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

GROUP SHORT TERM DISABILITY INSURANCE POLICY

Policyholder:	City and County of Denver
Policy Number:	642061-B
Effective Date:	January 1, 2010

The consideration for this Group Policy is the application of the Policyholder and the payment by the Policyholder of premiums as provided herein.

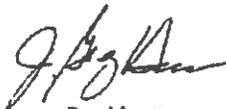
Subject to the **Policyholder Provisions** and the **Incontestability Provisions**, this Group Policy (a) is issued for the Initial Rate Guarantee Period shown in the **Coverage Features**, and (b) may be renewed for successive renewal periods by the payment of the premium set by us on each renewal date. The length of each renewal period will be set by us, but will not be less than 12 months.

For purposes of effective dates and ending dates under this Group Policy, all days begin and end at 12:00 midnight Standard Time at the Policyholder's address.

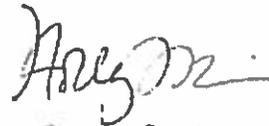
All provisions on this and the following pages are part of this Group Policy. "You" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

STANDARD INSURANCE COMPANY

By



President



Corporate Secretary

Table of Contents

COVERAGE FEATURES	1
GENERAL POLICY INFORMATION	1
SCHEDULE OF INSURANCE.....	1
PREMIUM CONTRIBUTIONS.....	2
PREMIUM AND RENEWALS.....	2
INSURING CLAUSE.....	3
BECOMING INSURED	3
WHEN YOUR INSURANCE BECOMES EFFECTIVE	3
ACTIVE WORK PROVISIONS	4
WHEN YOUR INSURANCE ENDS.....	4
REINSTATEMENT OF INSURANCE.....	5
DEFINITION OF DISABILITY.....	5
RETURN TO WORK PROVISIONS	6
REASONABLE ACCOMMODATION EXPENSE BENEFIT	7
TEMPORARY RECOVERY	7
WHEN STD BENEFITS END	7
PREDISABILITY EARNINGS.....	8
DEDUCTIBLE INCOME	8
EXCEPTIONS TO DEDUCTIBLE INCOME	9
RULES FOR DEDUCTIBLE INCOME.....	10
SUBROGATION.....	10
BENEFITS AFTER INSURANCE ENDS OR IS CHANGED	11
EFFECT OF NEW DISABILITY	11
DISABILITIES EXCLUDED FROM COVERAGE.....	11
LIMITATIONS.....	12
CLAIMS	12
TIME LIMITS ON LEGAL ACTIONS	14
INCONTESTABILITY PROVISIONS	14
CLERICAL ERROR, AGENCY AND MISSTATEMENT.....	15
TERMINATION OR AMENDMENT OF THE GROUP POLICY	15
DEFINITIONS.....	16
POLICYHOLDER PROVISIONS.....	17

Index of Defined Terms

Active Work, Actively At Work, 4
Allowable Periods, 7

Benefit Waiting Period, 2, 16

Class Definition, 1
Contributory, 16

Deductible Income, 8

Eligibility Waiting Period, 1
Employer, 16
Employer(s), 1
Enrollment Period, 2
Evidence Of Insurability, 4

Group Policy, 16
Group Policy Effective Date, 1
Group Policy Number, 1

Hospital, 16

Initial Rate Guarantee Period, 2
Injury, 16

Maximum Benefit Period, 2, 16
Maximum STD Benefit, 1

Member, 1, 3
Mental Disorder, 16
Minimum Participation Number, 2
Minimum Participation Percentage, 2
Minimum STD Benefit, 2

Noncontributory, 16

Physical Disease, 16
Physician, 16
Policyholder, 1
Predisability Earnings, 8
Pregnancy, 16
Premium Due Dates, 2
Premium Rate, 2
Prior Plan, 16
Proof Of Loss, 12

**Reasonable Accommodation Expense
Benefit, 7**

STD Benefit, 1, 16

Temporary Recovery, 7

War, 11
Work Earnings, 6

COVERAGE FEATURES

This section contains many of the features of your short term disability (STD) 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: 642061-B
Policyholder: City and County of Denver
Employer(s): City and County of Denver
Denver Employment Retirement Plans (DERP)
Group Policy Effective Date: January 1, 2010
Policy Issued In: Colorado

Member means a regular employee participating in the Employer's PTO Plan who is:

1. A CSA (Career Service Authority), DERP (Denver Employment Retirement Plan) or a mayoral appointee, excluding a police, fire or retired employee;
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 one of the following dates:

If you are a Member on the Group Policy Effective Date, you are eligible on the first day of the calendar month coinciding with or next following the date you become a Member.

If you become a Member after the Group Policy Effective Date, you are eligible on the first day of the calendar month coinciding with or next following the date you become a Member.

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

STD Benefit: 70% of the first \$2,143 of your Predisability Earnings, reduced by Deductible Income.
Maximum: \$1,500 before reduction by Deductible Income.

Minimum:	\$15
Benefit Waiting Period:	
For Disability caused by accidental Injury:	14 days
For Disability caused by Physical Disease, Pregnancy or Mental Disorder:	14 days
Enrollment Period for Contributory Insurance:	The 31-day period beginning on the date you become eligible.
Maximum Benefit Period:	24 weeks. However, STD Benefits will end on the date long term disability benefits become payable to you under a group plan provided by your Employer, even if that occurs before the end of the Maximum Benefit Period.

If you are Disabled for less than one full week, we will pay one-seventh of the STD Benefit for each day of Disability.

PREMIUM CONTRIBUTIONS

Insurance Is: **Noncontributory**

PREMIUM AND RENEWALS

Premium Rate:	0.54% of each Insured Member's Insured Earnings. Insured Earnings means 4.33 times the first \$2,143 of each Insured Member's Predisability Earnings.
Premium Due Dates:	January 1, 2010 and the first day of each calendar month thereafter.
Initial Rate Guarantee Period:	January 1, 2010 to January 1, 2011
Minimum Participation Number:	10 Insured Members
Minimum Participation Percentage:	100% of eligible Members

INSURING CLAUSE

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

ST.IC.OT.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 a regular employee participating in the Employer's PTO Plan who is:

1. A CSA (Career Service Authority), Sheriff, DERP (Denver Employment Retirement Plan) or a mayoral appointee, excluding a police, fire or retired employee;
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 DEP) ST.BL.OT.1X

WHEN YOUR INSURANCE BECOMES EFFECTIVE

A. When Insurance Becomes Effective

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

1. Insurance Subject To Evidence Of Insurability

Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

2. Insurance Not Subject To Evidence Of Insurability

The **Coverage Features** states whether insurance is Contributory or Noncontributory.

a. Noncontributory Insurance

Noncontributory insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.

b. Contributory Insurance

You must apply in writing for Contributory insurance and agree to pay premiums. Contributory insurance not subject to Evidence Of Insurability becomes effective on:

- i. The date you become eligible if you apply on or before that date; or
- ii. The date you apply if you apply after the date you become eligible.

Note: If you do not apply during the Enrollment Period, then until you have been insured under the Group Policy for 12 consecutive months, you will have a longer Benefit Waiting Period for Disabilities caused by Physical Disease, Pregnancy or Mental Disorder. The Enrollment Period and applicable Benefit Waiting Periods are shown in **Coverage Features**.

B. Takeover Provisions

1. 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.
2. You must submit satisfactory Evidence Of Insurability to become insured if you were eligible for insurance under the Prior Plan for more than 31 days but were not insured.

C. Evidence Of Insurability Requirement

Evidence Of Insurability satisfactory to us is required:

- a. For Members eligible for more than 31 days but not insured under the Prior Plan.
- b. For reinstatements if required.

Providing Evidence Of Insurability means you must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about your health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about your insurability that we may reasonably require.

(VAR EOI WITH 90 DAY PD) ST.EF.OT.3

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 Material Duties of your Own Occupation at your Employer's usual place of business.

B. Changes In Insurance

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

ST.AW.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 180 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 30 days or less. A period of Disability is not a leave of absence.
- d. During the Benefit Waiting Period and while STD Benefits are payable.

ST.EX.OT.IX

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, your insurance will end. However, if you become a Member again immediately after the later of the dates in a. and b., below, the Eligibility Waiting Period will be waived.
 - a. The date STD Benefits end;
 - b. If you are covered under a group long term disability policy issued by us to the Policyholder, the date long term disability benefits end, provided the long term disability benefits are payable for the same Disability.
2. If you cease to be a Member because of a Disability that is not covered solely because of the exclusion for work related Disabilities, your insurance will end. However, if you become a Member again immediately after workers' compensation temporary benefits end, the Eligibility Waiting Period will be waived.
3. If your insurance ends because you cease to be a Member for any reason other than item 1 or 2 above, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
4. 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.
5. In no event will insurance be retroactive.

(NONOCC) ST.RE.OT.IX

DEFINITION OF DISABILITY

You are Disabled if you meet the following Own Occupation definition of Disability.

You are required to be Disabled only from your Own Occupation. You are Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder:

1. You are unable to perform with reasonable continuity the Material Duties of your Own Occupation; and
2. You suffer a loss of at least 20% in your Predisability Earnings when working in your Own Occupation.

Note: You are not Disabled merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license.

You may work in another occupation while you meet the Own Occupation definition of Disability. However, you will no longer be Disabled when your Work Earnings from another occupation exceed 80% of your Predisability Earnings.

Your Work Earnings may be Deductible Income. See **Return To Work Provisions and Deductible Income.**

Own Occupation means any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as the occupation you are regularly performing for your Employer when Disability begins. In determining your Own Occupation, we are not limited to looking at the way you perform your job for your Employer, but we may also look at the way the occupation is generally performed in the national economy. If your Own Occupation involves the rendering of professional services and you are required to have a professional or occupational license in order to work, your Own Occupation is as broad as the scope of your license.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation, that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

(WITH 40 WITH PARTL) ST.DD.OT.1

RETURN TO WORK PROVISIONS

A. Return To Work Responsibility

No STD Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Predisability Earnings, but you elect not to work.

B. Return To Work Incentive

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

You are eligible for the Return To Work Incentive on the first day you work after the Benefit Waiting Period if STD Benefits are payable on that date.

Your Work Earnings will be Deductible Income as determined in 1., 2. and 3.

1. Determine the amount of your STD Benefit as if there were no Deductible Income, and add your Work Earnings to that amount.
2. Determine 100% of your Predisability Earnings.
3. If 1. is greater than 2., the difference will be Deductible Income.

C. Work Earnings Definition

Work Earnings means your gross weekly earnings from work you perform while Disabled, plus the earnings you could receive if you worked as much as you are able to, considering your Disability, in work that is reasonably available in your Own Occupation. Work Earnings includes sick pay, vacation pay, annual or personal leave 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 weekly, 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 week to week, we may determine your Work Earnings by averaging your earnings over the most recent four-week period. You will no longer be Disabled when your average Work Earnings over the last four weeks exceed 80% of your Predisability Earnings.

ST.RW.OT.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 in an amount agreed to by us, 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.

ST.RA.OT.1

TEMPORARY RECOVERY

You may temporarily recover from your Disability during the Maximum Benefit Period, 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 Period

The allowable period of recovery during the Maximum Benefit Period is: a total of 30 days of recovery.

B. Effect Of Temporary Recovery

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

1. The Predisability Earnings used to determine your STD Benefit will not change.
2. The period of Temporary Recovery will not count toward your Maximum Benefit Period.
3. No STD Benefits will be payable for the period of Temporary Recovery.
4. No STD 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 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.

ST.TR.OT.2

WHEN STD BENEFITS END

Your STD 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 long term disability benefits become payable to you under a group long term disability policy, even if that occurs before the end of the Maximum Benefit Period.
5. The date benefits become payable to you under any other disability insurance plan under which you become insured through employment during a period of Temporary Recovery.
6. The date you fail to provide proof of continued Disability and entitlement to STD Benefits.

(REV LTD LDM) ST.BE.07.3

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 will not affect your Predisability Earnings.

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

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. Any other extra compensation.

If you are paid on an annual contract basis, your weekly rate of earnings is one fifty-second (1/52nd) of your annual contract salary.

If you are paid hourly, your weekly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per week, but not more than 40 hours. If you do not have regular work hours, your weekly rate of earnings is based on the average number of hours you worked per week during the preceding 52 weeks (or during your period of employment if less than 52 weeks), but not more than 40 hours.

(BASE_NO STOCK) ST.PD.07.1

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, if it exceeds the amount found in a., b., and c.
 - a. Determine the amount of your STD 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 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 eligible to receive because of your disability under a state disability income benefit law or similar law.
 4. Any amount you receive or are eligible to receive because of your disability under another group insurance coverage.
 5. Any disability or retirement benefits you receive or are eligible to receive 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. You and your Employer's contributions will be considered as distributed simultaneously throughout your lifetime, regardless of how funds are distributed from the retirement plan.

If any of these plans has two or more payment options, the option which comes closest to providing you a monthly income for life with no survivors benefit will be Deductible Income, even if you choose a different option.
 6. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while STD Benefits are payable.
 7. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law.
 8. Any amount you receive or are eligible to receive from or on behalf of a third party because of your disability, whether by judgment, settlement or other method. If you notify us before filing suit or settling your claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees.
 9. 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.

(PUB_NONOCC_WITH RTW_100% SL_NO OTHER OFFST_WITH SRD) ST.DI.OT.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. Group credit or mortgage disability insurance benefits.
6. Accelerated death benefits paid under a life insurance policy.
7. 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.

(PUB_NO OTHER OFFST) ST.ED.OT.1

RULES FOR DEDUCTIBLE INCOME

A. Weekly Equivalents

Each week we will determine your STD Benefit using the Deductible Income for the same weekly period, even if you actually receive the Deductible Income in another week.

If you are paid Deductible Income in a lump sum or by a method other than weekly, we will determine your STD Benefit using a prorated amount. 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.

B. Your Duty To Pursue Deductible Income

You must pursue Deductible Income for which you may be eligible. 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. Otherwise, we may reduce your STD Benefits by the amount we estimate you would be eligible to receive upon proper pursuit of the Deductible Income.

C. 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.

D. 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 STD Benefits until we have been repaid in full. In the meantime, any STD Benefits paid, including the Minimum STD 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.

ST.RU.OT.1

SUBROGATION

If STD Benefits are paid or payable to you under the Group Policy as the result of any act or omission of a third party, we will be subrogated to all rights of recovery you may have in respect to such act or omission. You must execute and deliver to us such instruments and papers as may be required and do whatever else is needed to secure such rights. You must avoid doing anything that would prejudice our rights of subrogation.

If you notify us before filing suit or settling your claim against such third party, the amount to which we are subrogated will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees. If suit or action is filed, we may record a notice of payments of STD Benefits, and such notice shall constitute a lien on any judgment recovered.

If you or your legal representative fail to bring suit or action promptly against such third party, we may institute such suit or action in our name or in your name. We are entitled to retain from any judgment recovered the amount of STD Benefits paid or to be paid to you or on your behalf, together

with our costs of recovery, including attorney fees. The remainder of such recovery, if any, shall be paid to you or as the court may direct.

ST.SQ.OT.1

BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

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

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

ST.BA.OT.1

EFFECT OF NEW DISABILITY

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

1. STD Benefits will not continue beyond the end of the original Maximum Benefit Period.
2. All provisions of the Group Policy, including the **Disabilities Excluded From Coverage** and **Limitations** sections, will apply to the new cause of Disability.

ST.ND.OT.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.

C. Work Related

You are not covered for a Disability arising out of or in the course of any employment for wage or profit.

D. Violent Or Criminal Conduct

You are not covered for a Disability caused or contributed to by your committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.

E. Loss Of License Or Certification

You are not covered for a Disability caused or contributed to by the loss of your professional license, occupational license or certification.

(NONOCC) ST.XD.CO.1

LIMITATIONS

A. Care Of A Physician

You must be under the ongoing care of a Physician in the appropriate specialty as determined by us during the Benefit Waiting Period. No STD Benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician in the appropriate specialty as determined by us.

B. Occupational Benefits

No STD Benefits will be paid for any period when you are eligible to receive benefits for your Disability under a workers' compensation law or similar law. If your claim for these benefits is accepted, compromised or settled (whether disputed or undisputed), you must repay us for the full amount of any payments we make to you while your claim for occupational benefits is pending.

C. Imprisonment

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

D. Return To Work Responsibility

No STD Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Predisability Earnings, but you elect not to work.

E. Rehabilitation Program

No STD 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.

(NONOCC_RTW_RSP_MAND_REHB) ST.LM.OT.1

CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If you do not receive our forms within 15 days after you ask for them, 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.

B. Time Limits On Filing Proof Of Loss

You must give us Proof Of Loss within 90 days after the end of the Benefit Waiting Period. 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.

C. Proof Of Loss

Proof Of Loss means written proof that you are Disabled and entitled to STD 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.

D. 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.

E. 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 STD Benefits if you fail to attend an examination or cooperate with the examiner.

F. Time Of Payment

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

STD Benefits will be paid to you at the end of each week you qualify for them. STD Benefits remaining unpaid at your death will be paid to your estate.

G. 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.
- 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.

H. 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.

If your claim has been denied in whole or in part and you have exhausted all administrative remedies provided by the Group Policy, you are entitled to have your claim reviewed de novo in a court of competent jurisdiction and to a jury by trial.

i. Assignment

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

(REV PUB WRDG) ST.CL.CO.2

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 may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

ST.TL.OT.1

INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

Any statement you make to obtain 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 person claiming benefits a copy of the signed written instrument which contains your misrepresentation.

After insurance has been in effect for two years, during the lifetime of the insured, we will not use a misrepresentation to reduce or deny the 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 nonpayment of premiums or fraudulent misrepresentations.

ST.IN.OT.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
2. The difference between the amount paid and the amount which would have been paid if the age had been correctly stated.

ST.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 in order to make the Group Policy consistent with applicable governmental regulation or other applicable law or 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.

ST.TA.07.IX

DEFINITIONS

Benefit Waiting Period means the period you must be continuously Disabled before STD Benefits become payable. No STD 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.

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 STD insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

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.

Injury means an injury to the body.

Maximum Benefit Period means the longest period for which STD 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 STD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See **Coverage Features**.

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, anxiety and anxiety disorders.

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.

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

Physician means a licensed M.D. or D.O., acting within the scope of the license. 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 short term disability insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

STD Benefit means the weekly benefit payable to you under the terms of the Group Policy.

ST.DF.07.IX

POLICYHOLDER PROVISIONS

A. Premiums

The premium due on each Premium Due Date is the sum of the premiums for all persons then insured. Premium Rates are shown in the **Coverage Features**.

B. Contributions From Members

The Policyholder determines the amount, if any, of each Member's contribution toward the cost of insurance under the Group Policy.

C. Changes In Premium Rates

We may change Premium Rates whenever:

1. A change or clarification in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in our obligations.
2. Factors material to underwriting the risk we assumed under the Group Policy with respect to an Employer, including, but not limited to, number of persons insured, age, Predisability Earnings, gender, and occupational classification, change by 25% or more.
3. The premium contribution arrangement for Members is changed or varies from that stated in the Group Policy when issued or last renewed.
4. We and the Policyholder or the Employer mutually agree to change Premium Rates.

Except as provided above, Premium Rates will not be changed during the Initial Rate Guarantee Period shown in the **Coverage Features**. Thereafter, except as provided above, we may change Premium Rates upon 180 days advance written notice to the Policyholder. Any such change in Premium Rates may be made effective on any Premium Due Date, but no such change will be made more than once in any contract year. Contract years are successive 12 month periods computed from the end of the Initial Rate Guarantee Period.

D. Payment Of Premiums

All premiums are due on the Premium Due Dates shown in the **Coverage Features**.

Each premium is payable on or before its Premium Due Date directly to us at our home office. The payment of each premium by the Policyholder as it becomes due will maintain the Group Policy in force until the next Premium Due Date.

E. Grace Period And Termination For Nonpayment

If a premium is not paid on or before its Premium Due Date, it may be paid during the following Grace Period of 60 days. The Group Policy or an Employer's coverage under the Group Policy will remain in force during the Grace Period.

If the premium is not paid during the Grace Period, the Group Policy will terminate automatically at the end of the Grace Period.

The Policyholder is liable for premium for insurance under the Group Policy during the Grace Period. We may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

F. Termination For Other Reasons

The Policyholder may terminate the Group Policy by giving us written notice. The effective date of termination will be the later of:

1. The date stated in the notice; and
2. The date we receive the notice.

We may terminate the Group Policy as follows:

1. On any Premium Due Date if the number of persons insured is less than the Minimum Participation shown in the Coverage Features.
2. On any Premium Due Date if we determine that the Policyholder has failed to promptly furnish any necessary information requested by us, or has failed to perform any other obligations relating to the Group Policy.

The minimum advance notice of termination by us is 180 days.

G. Premium Adjustments

Premium adjustments involving a return of unearned premiums to the Policyholder will be limited to the 12 months just before the date we receive a request for premium adjustment.

H. Certificates

We will issue certificates to the Policyholder showing the coverage under the Group Policy. The Policyholder will distribute a certificate to each insured Member. If the terms of the certificate differ from then Group Policy, the terms stated in the Group Policy will govern.

I. Records And Reports

The Policyholder or Employer will furnish on our forms all information reasonably necessary to administer the Group Policy. We have the right at all reasonable times to inspect the payroll and other records of the Policyholder or Employer which relate to insurance under the Group Policy.

J. Agency And Release

Individuals selected by the Policyholder or by any Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of Standard. The Policyholder, Employer and such individuals 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. The Policyholder and each Employer hereby release, hold harmless and indemnify Standard from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of any of them or their representatives, agents or employees.

K. Notice Of Suit

The Policyholder and Employer shall promptly give us written notice of any lawsuit or other legal proceedings arising under the Group Policy.

L. Entire Contract. Changes

The Group Policy and the application of the Policyholder constitute the entire contract between the parties. A copy of the Policyholder's application is attached to the Group Policy when issued.

The Group Policy may be changed in whole or in part. No change in the Group Policy 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. No change in this Group Policy which reduces or eliminates coverage will be valid unless it is requested or accepted in writing by the Policyholder. No agent has authority to change the Group Policy, or to waive any of its provisions.

M. Effect On Workers' Compensation. State Disability Insurance

The coverage provided under the Group Policy is not a substitute for coverage under a workers' compensation or state disability income benefit law and does not relieve the Employer of any obligation to provide such coverage.

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CO/STDP2000X

GROUP POLICY AMENDMENT NO. 1

Attached to and made a part of Group Policy 642061-B issued to
City and County of Denver as Policyholder.

Effective January 1, 2010, the Group Policy is amended as follows:

1. The General Policy Information portion of the **Coverage Features** is amended to provide the following:

You are a Member if you are an officer (elected and appointed) or an employee hired or rehired by the Employer after December 31, 2009, who meets the terms of eligibility outlined in D.R.M.C. § 18-123.

You are not a Member if you are:

1. A part-time employee who is regularly scheduled to work less than twenty (20) hours per week;
 2. An employee of the classified service of the police and fire departments;
 3. An employee in the deputy sheriff classifications;
 4. An employee occupying on-call, temporary, seasonal, or contract positions, or positions in which the incumbent is paid according to the community rate schedule; or
 5. A retired member of the Denver Employees Retirement Plan working less than 1,000 hours in a calendar year.
2. The **Becoming Insured** section is amended to read as follows:

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 an officer (elected and appointed) or an employee hired or rehired by the Employer after December 31, 2009, who meets the terms of eligibility outlined in D.R.M.C. § 18-123.

You are not a Member if you are:

1. A part-time employee who is regularly scheduled to work less than twenty (20) hours per week;
2. An employee of the classified service of the police and fire departments;
3. An employee in the deputy sheriff classifications;
4. An employee occupying on-call, temporary, seasonal, or contract positions, or positions in which the incumbent is paid according to the community rate schedule; or
5. A retired member of the Denver Employees Retirement Plan working less than 1,000 hours in a calendar year.

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**.

3. Item 1. of the **Deductible Income** section is amended to read as follows:

1. Sick pay, annual or personal leave pay, PTO, severance pay, or other salary continuation, including donated amounts (but not vacation pay) paid to you by your Employer, if it exceeds the amount found in a., b., and c.
 - a. Determine the amount of your STD 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 Predisability Earnings.
- c. If a. is greater than b., the difference will be Deductible Income.

STANDARD INSURANCE COMPANY

By

President

Corporate Secretary

GROUP POLICY AMENDMENT NO. 2

Attached to and made a part of Group Policy 642061-A Issued to
City and County of Denver as Policyholder.

Effective January 1, 2006, and subject to the **Active Work Provisions**, the Group Policy is amended as follows:

1. The definition of Member and the Class Definition in the **Becoming Insured** portion of the **Coverage Features** is amended to read:

Member means:

1. A regular CSA (Career Service Authority), Sheriff, DERP (Denver Employment Retirement Plan) employee of the Employer, or a mayoral appointee, excluding a police, fire or retired employee;
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:

Class 1: Mayoral appointees

Class 2: All other Members

2. The **Eligibility Waiting Period** is waived for mayoral appointees who first qualify as a Member on January 1, 2006.
3. The **STD Benefit** in the **Schedule Of Insurance** portion of the **Coverage Features** is amended to provide the following for Class 1 Members:

STD Benefit:	80% of the first \$2,500 of your Predisability Earnings, reduced by Deductible Income.
Maximum:	\$2,000 before reduction by Deductible Income.
Minimum:	\$15

Benefit Waiting Period:

For Disability caused by accidental injury:	14 days
For Disability caused by Physical Disease, Pregnancy or Mental Disorder:	14 days

4. The **Premium And Renewals** portion of the **Coverage Features** is amended to read:

Class 1: 0.870% of Gross Monthly Earnings.

Class 2:

Premium Rate for Schedule A: \$18.90 monthly per Insured Member.

Premium Rate for Schedule B:

Members insured for Benefit Waiting Period option:

Option A: 0.870% of Gross Monthly Earnings.
Option B: 0.700% of Gross Monthly Earnings.
Option C: 0.530% of Gross Monthly Earnings.
Option D: 0.350% of Gross Monthly Earnings.

Gross Monthly Earnings means 4.333 times the Predisability Earnings for all Insured Members, up to the following amounts:

STD Benefit Plan:

Class 1: \$10,833 per month per Member.
Class 2:
Plan 1: \$3,095 per month per Member.
Plan 2: \$4,643 per month per Member.
Plan 3: \$6,190 per month per Member.
Plan 4: \$9,286 per month per Member.

Premium Due Dates: January 1, 2005 and the first day of each calendar month thereafter.

Minimum Participation:

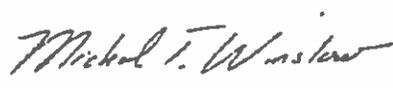
Class 1: 60% of eligible Members
Class 2: The greater of 25 enrolled Members or 25% of eligible Members.

STANDARD INSURANCE COMPANY

By



President



Secretary

GROUP POLICY AMENDMENT NO. 3

Attached to and made a part of Group Policy 642061-A Issued to
City and County of Denver as Policyholder.

Effective January 1, 2007, Item F. Changes In Plan in the **Limitations** section is amended to read:

F. Changes In Plan

If you change schedule or Benefit Waiting Period option and, as a result of Physical Disease, Pregnancy or Mental Disorder, you become Disabled during first 12 months after the effective date the change in your schedule or option:

1. STD Benefits will be payable in accordance with Schedule A, for a change from Schedule A to Schedule B or a change from Schedule B to Schedule A.
2. STD Benefits will be payable in accordance with the option which provides the longer Benefit Waiting Period, for a change in Option under Schedule B.

Dated _____ at _____

By _____

POLICYHOLDER

STANDARD INSURANCE COMPANY

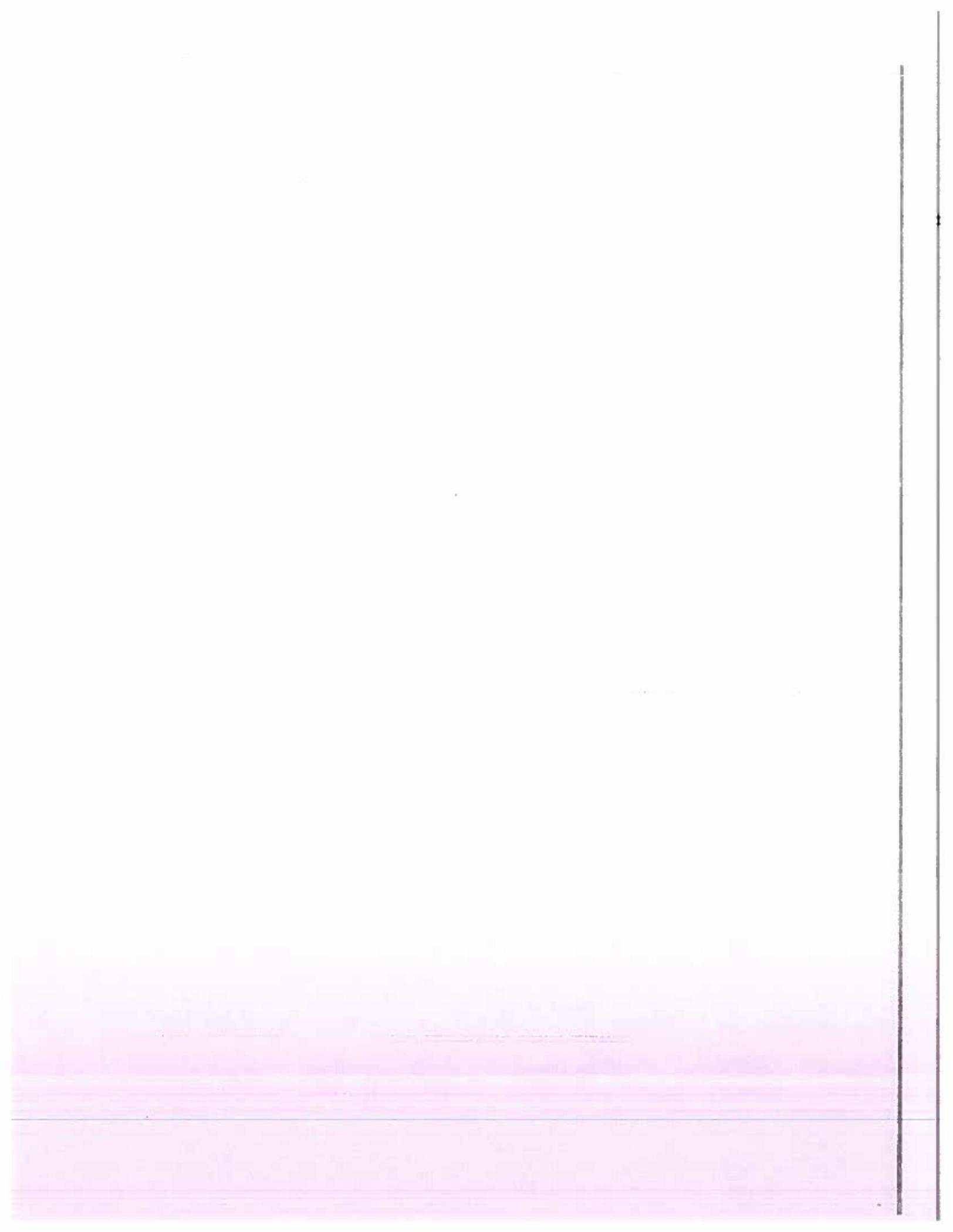
By



President



Secretary



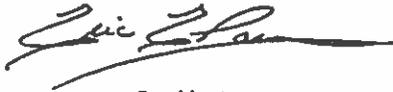
GROUP POLICY AMENDMENT NO. 5

Attached to and made a part of Group Policy 642061-A issued to
City and County of Denver as Policyholder.

Effective January 1, 2008, the renewal date following January 1, 2008 will be January 1, 2011.

STANDARD INSURANCE COMPANY

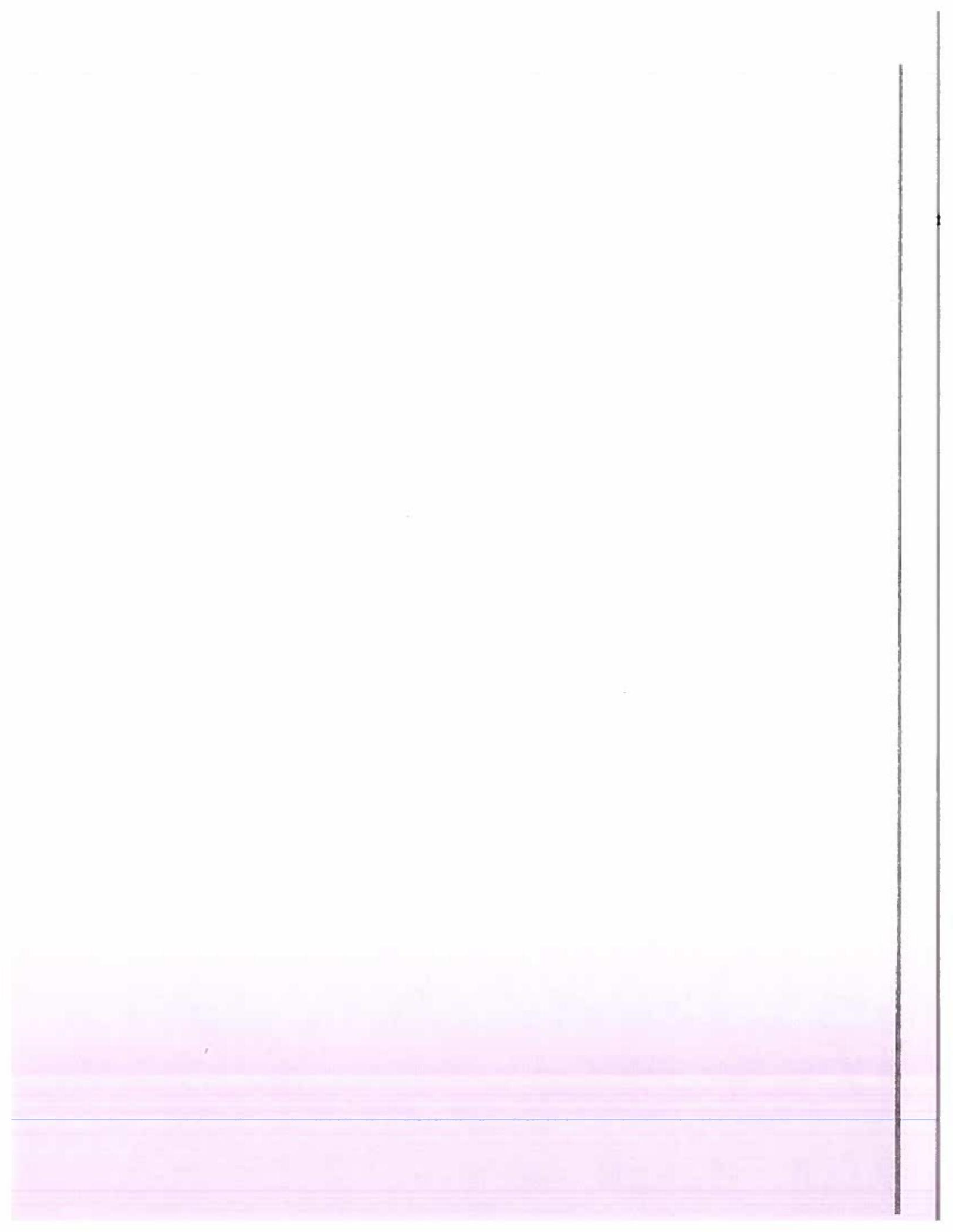
By



President



Corporate Secretary



GROUP POLICY AMENDMENT NO. 6

Attached to and made a part of Group Policy 642061-A issued to City and County of Denver as Policyholder.

Effective January 1, 2010, and subject to the **Active Work Provisions**, the Group Policy is amended as follows:

1. The Schedule of Insurance portion of the **Coverage Features** is amended to provide the following Member Definition:

Member means an employee of the Employer hired prior to January 1, 2010 who is:

1. A regular CSA (Career Service Authority), Sheriff, DERP (Denver Employment Retirement Plan) employee excluding a police, fire or retired employee; and
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 an employee enrolled in the Employer's PTO Plan, a mayoral appointee, 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

2. That portion of the Schedule of Insurance portion of the **Coverage Features** which reads:

Class 1:	80% of the first \$2,500 of your Predisability Earnings, reduced by Deductible Income.
Maximum:	\$2,000 before reduction by Deductible Income.
Minimum:	\$15

Benefit Waiting Period:

For Disability caused by accidental Injury:	14 days
For Disability caused by Physical Disease, Pregnancy or Mental Disorder:	14 days

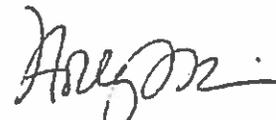
Class 2:

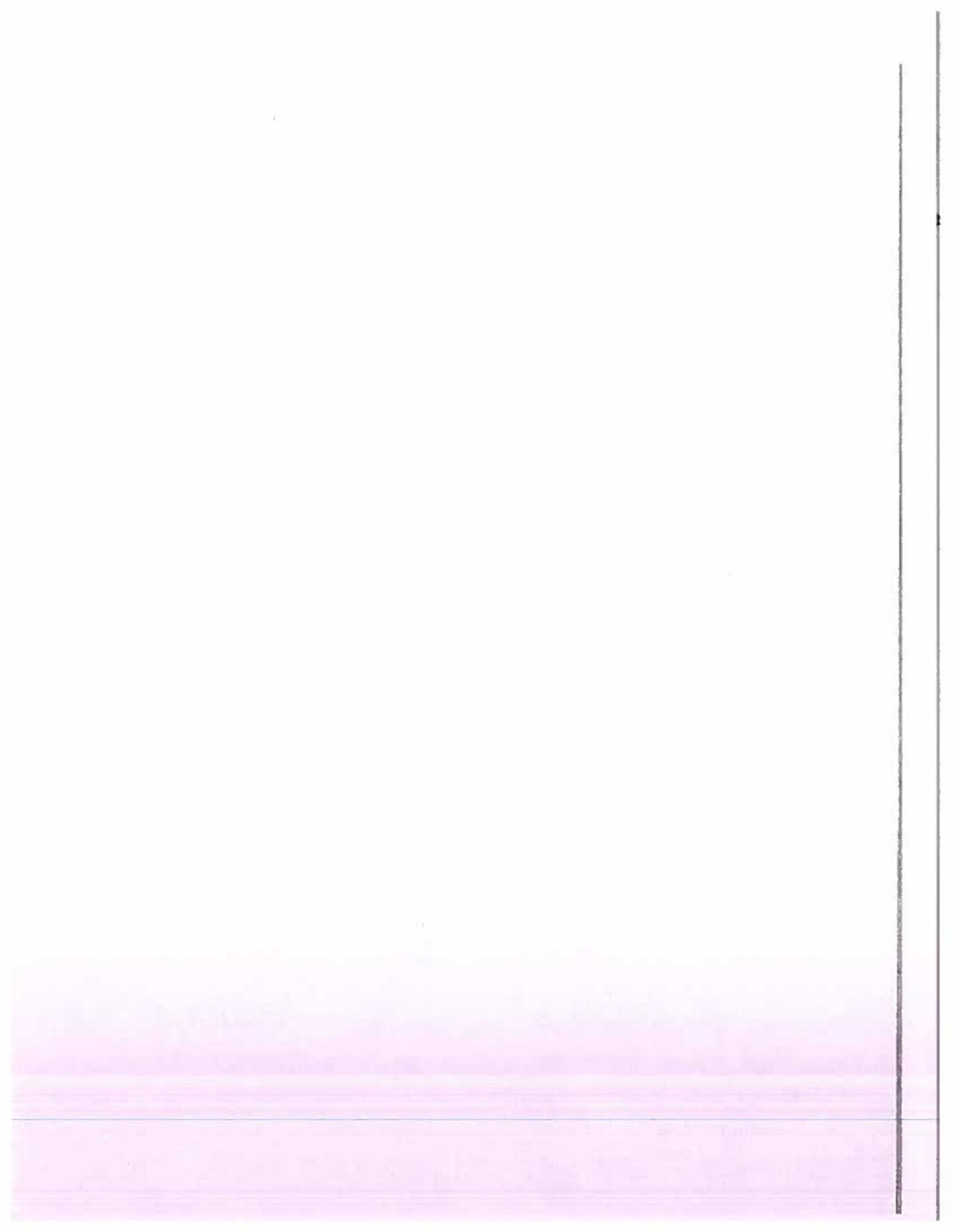
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STANDARD INSURANCE COMPANY

By


President


Corporate Secretary



**EXHIBIT A-8
TO
PURCHASE AGREEMENT
2018 STANDARD INSURANCE COMPANY,
and
The City and County of Denver**

Policies to be purchased subject to approval by the Colorado Department of Insurance:

Ex. A-8: Group Policy Amendment No. 15 – Benefit Payment and Beneficiary Provisions.

GROUP POLICY AMENDMENT NO. 15

Attached to and made a part of Group Policy 615855-E issued to
City and County of Denver as Policyholder.

Effective January 1, 2017, the **Benefit Payment and Beneficiary Provision** section is amended to read as follows:

BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

A. Payment Of Benefits

1. Except as provided in item 6 below, benefits payable because of your death will be paid to the Beneficiary you name. See B through E of this section.
2. AD&D Insurance benefits payable for Losses other than Loss of Life will be paid to the person who suffers the Loss for which benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.
3. The benefits below will be paid to you if you are living.
 - a. AD&D Insurance benefits payable because of the death of your Dependent.
 - b. Dependents Life Insurance benefits.
 - c. Supplemental Life Insurance benefits payable because of the death of your Spouse.
 - d. Accelerated Benefits.
4. Dependents Life Insurance benefits and AD&D Insurance benefits payable because of the death of your Dependent which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
 - a. The children of the Dependent.
 - b. The parents of the Dependent.
 - c. The brothers and sisters of the Dependent.
 - d. Your estate.
5. Supplemental Life Insurance benefits payable because of the death of your Spouse which are unpaid at your death will be paid in equal shares to the first surviving class of the classes below.
 - a. The children of your Spouse.
 - b. The parents of your Spouse.
 - c. The brothers and sisters of your Spouse.
 - d. Your estate.

6. Additional Benefits will be paid as follows:

The Child Care Benefit will be paid to your surviving Spouse. No Child Care Benefit will be paid if you have no Spouse.

The Career Adjustment Benefit will be paid to your Spouse. No Career Adjustment Benefit will be paid if you have no Spouse.

The Higher Education Benefit will be paid annually to each eligible Child. No Higher Education Benefit will be paid if there is no Child eligible to receive it.

The Repatriation Benefit will be paid to the person who incurs the transportation expenses.

B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits. You may name one or more Beneficiaries.

If you name two or more Beneficiaries in a class:

1. Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.
2. If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.
3. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

You may name or change Beneficiaries at any time without the consent of a Beneficiary.

Your Beneficiary designation must be the same for Life Insurance and AD&D Insurance death benefits. Your Beneficiary designations for Life Insurance and your Supplemental Life Insurance may be different.

You may name or change Beneficiaries in writing. Writing includes a form signed by you; or a verification from us, or our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent of an electronic or telephonic designation made by you.

Your designation:

1. Must be dated;
2. Must be delivered to us, our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent;
3. Must relate to the insurance provided under the Group Policy; and
4. Will take effect on the date it is delivered or, if a telephonic or electronic designation, verified by us, our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent.

If we approve it, a designation, which meets the requirements of a Prior Plan, will be accepted as your Beneficiary designation under the Group Policy.

C. Simultaneous Death Provision

If a Beneficiary or a person in one of the classes listed in item D. No Surviving Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

1. Your Spouse. (See **Definitions**)
2. Your children.
3. Your parents.

4. Your brothers and sisters.
5. Your estate.

E. Methods Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

1. Lump Sum

If the amount payable to a Recipient is less than \$10,000, we will pay it in a lump sum.

2. Standard Secure Access Checking Account

If the amount payable to a Recipient is \$10,000, or more, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest;
- b. Is owned by the Recipient;
- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and
- d. Is fully guaranteed by us.

3. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is \$10,000 or more;
- b. The Recipient chooses; and
- c. We agree.

To the extent permitted by law, the amount payable to the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

(FB_REPAT_ELECT/TEL DESIG_WITH DEF SP_WITH SSA_SPOUSE DEF TERM_THIRD PARTY DESIG) LI.BB.OT.5

STANDARD INSURANCE COMPANY

By


President


Corporate Secretary

**EXHIBIT B
TO
PURCHASE AGREEMENT
STANDARD INSURANCE COMPANY,
and
The City and County of Denver**

ACORD CERTIFICATE OF LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2017

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PRODUCER Woodruff-Sawyer Oregon, Inc. 1001 SW 5th Avenue, Suite 1000 Portland OR 97204	CONTACT NAME: Jessica Stuchlik PHONE (A/C, No, Ext): 503-416-7758 E-MAIL ADDRESS: jcarpenter@wsandco.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED STANFIN-01 Standard Insurance Company 1100 SW Sixth Avenue, P11C Portland, OR 97204	INSURER A: Federal Insurance Company		20281
	INSURER B: Sentry Insurance, A Mutual Company		24988
	INSURER C: Atlantic Specialty Insurance Compan		27154
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 1047179008 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			7120077550010	7/1/2017	7/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			7120077550010	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7120077550010	7/1/2017	7/1/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9016876	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability Financial Institution Bond			82086341 82052998	7/1/2017 7/1/2017	7/1/2018 7/1/2018	Limit \$5,000,000 Limit \$15,000,000 FI Retention \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Operations of the Named Insured subject to the terms, conditions and exclusions of the policy issued by the Insurance Company.
All Contracts between Standard Insurance Company and the City and County of Denver.

CERTIFICATE HOLDER City and County of Denver 201 W Colfax, Dept. 412 Denver CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**EXHIBIT C
TO
PURCHASE AGREEMENT
DENVER LOGO USAGE GUIDELINES**



DENVER
THE MILE HIGH CITY

CITY AND COUNTY OF DENVER LOGO GUIDELINES



These guidelines demonstrate how to correctly use
the City and County of Denver logo.

UPDATED 2016



CONTENTS

- 1 Who Can Use the City and County of Denver Logo**
- 2 Primary and Secondary Logos**
- 3 Clear Zone, Minimum Sizes & Typefaces**
- 4 Logo Colors**
- 5 Reverse & One-Color Usage**
- 6 Incorrect Usage**
- 7 The City Flag & the City Seal**
- 8 Offices Within the City**
- 9 Letterset**
- 10 Email Signatures & Mobile Guidelines**
- 11 Program, Venue & Event Logos**
- 12 Expanded Palette**
- 13 Expanded Palette: Suggested Usage**
- 14 Allied Organizations & Co-Branding**
- 15-16 Glossary of Terms**

TYPES OF LOGO FILES

EPS

Vector-based image that will not lose quality if scaled larger than the provided size. Available in four color process, spot color and black and white. Primarily used for professional printing.

JPEG

Both high and low-resolution pixel-based images that will lose quality if scaled larger than the provided size. Available in RGB format and black and white. Primarily used for in-house printing and for viewing on screen. This is also the preferred format for programs that are not design-based, such as Microsoft Word, Microsoft Excel, and Microsoft PowerPoint.

TYPES OF LOGO COLORS

Spot Color

Spot color printing uses pre-mixed ink colors determined by the Pantone Matching System (PMS). They accurately represent color chips provided to the print and design industry.

4 Color Process

Process printing uses four inks (cyan, magenta, yellow and black — also referred to as CMYK) printed together to create a wide spectrum of colors.

RGB Format

Colors are used in RGB (red, green and blue) format when they appear on computer or television screens.

Hex Numbers

Hexadecimal numbers or “hex” numbers are a base-16 numbering system used to define colors on web pages. A hex number is written from 0-9 and then A-F.

For copies of the logo in any format or questions about which file type you need, please contact the Denver Marketing Office at DenverMarketingOffice@DenverGov.org or 720-913-1633.



WHO CAN USE THE CITY AND COUNTY OF DENVER LOGO



The Denver D logo is available for use by city employees of the City and County of Denver for city department/agency purposes. The Denver logo may not be distributed to external entities (with the exception of the partnering agencies described below) without a licensing agreement.

The Denver D logo may be distributed to entities with which the City and County of Denver has executed a contract that includes, at a minimum, the following terms and conditions: required usage guidelines to include duration of use; purpose of use; and the corresponding collateral in which the Denver D logo will be placed. Licensing agreements may be obtained through the Denver Marketing Office and are subject to Executive Order No. 8.

For an outside entity to be considered for a licensing agreement authorizing them to use the Denver D logo, the city must be playing an active role in event or partnership or have a paid, documented sponsorship agreement. When the city does enter into a relationship as a sponsor, the sponsorship package must include phrasing that defines the acknowledgement of city support through the use of its logo to be eligible. For a copy of the city's sponsorship agreement please contact the Denver Marketing Office.

The city does not provide use of the logo for events or initiatives for which the city has supplied grant-funded support unless the event or initiative has a corresponding documented sponsorship component or agreement. If the city has provided a grant to an outside entity, that entity may recognize city support through written or spoken word unless the grant or contract providing grant funds provides otherwise.

The City and County of Denver does grant permission to use the Denver D logo to the city's exclusive partners, such as the VISIT DENVER, the Convention and Visitors Bureau and the Downtown Denver Partnership. All partnering agencies must follow the usage guidelines as described in the graphic standards. Distribution of the logo to outside entities by partnering agencies is unacceptable.



PRIMARY AND SECONDARY LOGOS



The City and County of Denver logo consists of three main elements: The primary D icon, the DENVER logotype and tagline.

Each of these elements has been custom-created and should never be recreated or re-typeset. To maintain consistency and create a strong visual identity, the Denver logo should only be used from existing digital files.

Please DO NOT use the Denver D icon without the DENVER logotype and tagline unless expressly permitted by this guide or the Denver Marketing Office.



PRIMARY LOGO

The horizontal version of the Denver logo (D icon to the left of the logotype) is the preferred logo format.

The logo utilizes the typeface Avenir Black for both DENVER and the tagline.

The distance to the right of the D icon and to left of the type should remain consistent. This distance is determined by the distance between the bottom of the tagline to the bottom of the DENVER logotype, represented by the letter X. The distance from the right edge of the D icon to the left edge of the logotype should be equal to X. The block of text in its entirety is centered vertically with the D icon.



SECONDARY LOGO

When the horizontal version of the Denver logo will not work with your space or design requirements, the secondary, stacked logo version can be used. Again, the distance between the bottom of the D icon and top of the DENVER logotype should be equal to X. The block of text in its entirety is centered horizontally with the D icon.

CLEAR ZONE, MINIMUM SIZES & TYPEFACES



CLEAR ZONE

The Denver logo should always have an area of open space or “clear zone” around it. No other graphic elements should fall within this area around the logo.

Where “X” is equal to the distance between the bottom of the tagline to the bottom of the DENVER logotype, leave at least X amount of clearance on all sides of the logo.



MINIMUM SIZES

The Denver logo should always be used at an appropriate size to make sure it is legible.

When the primary signature is used, it should be no smaller than 7/8” wide at the widest point. The secondary signature should be used no smaller than 5/8” at its widest point.

ITC Franklin Gothic Demi

ABCDEFGHIJKLMNOPQRSTUVWXYZ
 abcdefghijklmnopqrstuvwxyz
 1234567890@#%\$^&*!/?/;:.”{}[]()

ITC Franklin Gothic Book

ABCDEFGHIJKLMNOPQRSTUVWXYZ
 abcdefghijklmnopqrstuvwxyz
 1234567890@#%\$^&*!/?/;:.”{}[]()

TYPEFACES

The primary typeface used to accompany the Denver logo is ITC Franklin Gothic.

There are two typefaces in this family that are commonly used for Denver branded materials: Franklin Gothic Demi and Franklin Gothic Book.

Standard fonts such as Arial are permitted within documents created in programs where custom fonts are not available.

LOGO COLORS



The Denver logo color palette is comprised of five colors that represent this vibrant city.

Spot-color printing is the preferred option and should be used whenever possible. However, four-color process printing may be used when spot-color printing is not available or cost effective. When the logo is used on the on screen, the RGB format should be used and hex values should be used for the web. The Denver logo spot colors and their corresponding four-color process, RGB and hex formulas are listed below.

The color samples in this guide are just a visual representation of the colors and should not be used as an accurate color match. Actual Pantone chips should be used to match colors when printing.

	SPOT COLOR (PANTONE)	4 COLOR PROCESS (CMYK)	RGB	HEX COLOR (WEB)
 BRICK RED	PMS 1805	C 0 M 91 Y 100 K 23	R 160 G 0 B 34	#C4161C
 SKY BLUE	PMS 2925	C 85 M 24 Y 0 K 0	R 0 G 150 B 214	#0096D6
 SUNSHINE GOLD	PMS 130	C 0 M 30 Y 100 K 0	R 253 G 185 B 19	#FDB913
 MOUNTAIN PURPLE	PMS 268	C 82 M 100 Y 0 K 12	R 64 G 15 B 96	#491D74
 80% BLACK	PANTONE PROCESS 80% BLACK PMS 425	C 0 M 0 Y 0 K 80	R 88 G 89 B 91	#58595B

Pantone® is a registered trademark of PANTONE Inc.'s color matching system.

Note: Palette colors pertain to both coated and uncoated stocks



REVERSE & ONE-COLOR USAGE



15%

50%

70%

FULL-COLOR REVERSE USAGE

A reverse version of the Denver logo has been developed for use when the logo appears on black or other dark colors. The D is not actually reversed, but uses a white border to separate it from the background. The logotype and tagline are white instead of black to increase legibility.

Use the regular signature on backgrounds with a color that has a tonal equivalency of 15% or less black and the reverse signature on backgrounds with a color that has a tonal equivalency of more than 15% black.



ONE-COLOR USAGE

An alternate version of the Denver logo has been developed to be used when only one color is available.

One-color logos should only be used as an alternative to the preferred full-color version. It should not be used in four-color process printing or in RGB formats, where you can use a full-color version instead.



ONE-COLOR REVERSE USAGE

When only one color is available and the logo appears on black or another dark color, a one-color reverse usage should be used. In this version, the primary D icon is used with a white border with the colored elements reversed to the background color.

INCORRECT USAGE



DO NOT reposition the elements of the logo.



DO NOT use the one-color reversed logo where the primary icon appears in solid white (see page 5 for the correct usage).



DO NOT change the colors of the logo.



DO NOT distort or stretch the logo. Make sure it is always scaled proportionally.



DO NOT use the primary D icon as a decorative capital letter.



DO NOT place the logo on a background without sufficient contrast (see reverse applications on page 5).



DO NOT place the logo on a photographic background without sufficient contrast (see reverse applications on page 5).



DO NOT use the logo without all of the necessary elements.



DO NOT use the logo or primary icon in a way that violates the minimum clear space, especially in a co-branding situation.



DO NOT use the D icon locked up with any other typeface.



THE CITY FLAG AND THE CITY SEAL



THE CITY FLAG

The city flag graphic is not to be used as a replacement for the Denver D logo. The city flag image is to be associated only with an actual flag representing the City and County of Denver. All materials currently showcasing the city flag as a graphic image need to be phased out and replaced with the D logo (e.g., employee badges, city vehicles, brochures, etc.).

The city flag image is protected by common law rights.



THE CITY SEAL

The city seal is to be reserved for official city documents. Official documents include, but are not limited to, mayoral proclamations, legal documents and death certificates.

To the extent reasonable, city agencies and departments must transition to the updated business systems package for regular city business. The business system package includes letterhead, envelopes, and business cards which are available on the brand center. As appropriate, all marketing, informational and informal material – including websites, uniforms, brochures and other collateral material – should include the Denver D logo and exclude the city seal.

If you have any questions regarding logo usage policies please contact the Denver Marketing Office. If you have any questions regarding legal considerations around the use of the city seal, please contact the City Attorney's Office.



OFFICES WITHIN THE CITY

Offices within the city are able to use their own unique logo, as outlined below. It is also acceptable for the office to use the main City and County of Denver logo if they choose.



DEPARTMENTS AND AGENCIES

To maintain the integrity of the City and County of Denver logo when branding departments, offices and agencies within the city, the logo will still be comprised of three elements. The D icon and DENVER logotype will remain, but the name of the department will take the place of the tagline, THE MILE HIGH CITY. Please keep the DENVER logotype alignment the same as the main City and County of Denver logo.



When the name of the department is too long to fit onto one line, the text should flow to the second (or third, if applicable) line. The top of the department name will remain on the same level. Please try to split the name evenly onto two lines, and do not extend the name of the department further than approximately 50% beyond the length of DENVER. Please refer to **page 5** for reverse and one-color usage.

Please do not use the word “DENVER” in department name to avoid redundancy, and acronyms in the department name should be avoided whenever possible.



DIVISIONS WITHIN DEPARTMENTS AND AGENCIES

When branding programs that are contained within the city’s departments, offices and agencies, a new type configuration applies. The name of the program is set first in the position and ratio indicated below. The name of the parent department, office or agency moves to the second line, and always follows the word “Denver.”



If the name of the program is too long to fit onto one line, it should flow to the second line.



As with the primary Denver logo, the distance to the right of the D icon and to left of the type should remain consistent within program logos. Note that in these applications, all text elements move to align to the top of the D icon.

TAGLINES

Please do not lock up taglines, mission statements, etc. to the logo when creating an office’s identity.

EXCEPTIONS

The three divisions of the Department of Safety and Denver International Airport are the only city offices that are permitted to continue using independent logos. The Denver D logo should still be co-branded with these agencies whenever appropriate.

LETTERSET

Align letter with left side of DENVER and tagline type

LETTERHEAD

This letterhead has also been set up as a Microsoft® Word template.

If the document is released from multiple divisions, please typeset only the primary department/agency contact information centered across the bottom to avoid confusion and maintain the specified layout.

When typing a letter, align the left side of the text with the left side of the DENVER and tagline typography and begin typing 1.75" from the top of the page.

Leave a 1.25" margin at the bottom of the page to accommodate contact information.

BUSINESS CARDS

Visit the Brand Center at www.denvergov.org/brandcenter for electronic files and pre-printed shells. Do not attempt to recreate the business card artwork. Please do not add logos or other artwork to the back of the card.

#10 ENVELOPE

Visit the Brand Center at www.denvergov.org/brandcenter for electronic files and pre-printed shells. Do not attempt to recreate the envelope artwork.

For additional templates not provided within this document (i.e. pocket folders, press releases, presentations, etc.) please contact the Denver Marketing Office.

EMAIL SIGNATURES AND MOBILE GUIDELINES



DENVER
THE MILE HIGH CITY

First Name N. Lastname | Job Title
Division, Agency/Department | City and County of Denver
p: (xxx) xxx-xxxx | name.name@xxxxxxxxdenvergov.org

CONNECT WITH US | 311 | pocketgov.com | denvergov.org | Denver 8 TV | Facebook

EMAIL SIGNATURES

Email signatures should feature the horizontal version of the City and County of Denver logo below the email sender's information. Directly below this, the signature should additionally contain the city's four connection touch-points as illustrated in the example image on the right. This text graphic represents the four most common ways in which residents connect with the city for services, schedules, and information.

Please use a text-only version of the signature when responding to email changes so as not to unnecessarily increase the message file size. Agency or department specific logos, per page 8, are permitted in email signatures. However, it is the sole responsibility of the communications director in each department to create and distribute these templates in order to ensure that the graphic standards are maintained.

Personal quotes, background colors and patterns, etc., should not be used in the email signature. However, department mission statements are acceptable when necessary. It is also permissible to add certain standardized language, such as legal disclosure policies or requests to minimize paper usage.

Please note that Arial is used in place of Franklin Gothic in this application because it is a web-safe font.

Please refer to the [Denver Brand Center](#) to properly set up your email signature.



APP ICONS

Departments, agencies, divisions and programs within the City and County of Denver may have the opportunity to create mobile apps. When doing so, any primary, secondary or accent color can be utilized.

Glyph icons are used for mobile application toolbars, splash screens, navigation, and menus. Mobile application glyph icons must be designed as monochromatic symbols with an emphasis on minimalism and simplicity. Mobile app icons must provide easy recognition in formats as small as 32 x 32 pixels and must adhere to all size standards provided by the specific mobile application framework (iOS, Android, Windows Phone, etc.). They should be developed in vector format to be scalable up or down, depending on the required specifications.

The app icon should feature a simple, representative image reversed out on a city color. The icon should feature a solid color border and an embossed effect to give it dimension. Examples are at left; please note that customized icons should be approved by the Denver Marketing Office before they are used.



PROGRAM, VENUE AND EVENT LOGOS



Any office operating solely under the City and County of Denver, exclusively funded with taxpayer dollars and/or at the direction of the mayor should be using the Denver D as its primary logo. However, there are instances when a city program, venue or event may merit its own visual identity, such as in the case of a partnership with an external entity, when the initiative needs to be marketed broadly, or when legal or political considerations make the Denver D less preferred. In those scenarios, some basic quality assurances should be considered.

Please contact the Denver Marketing Office before a new logo is created.

Some guidelines to consider when designing a new program identity:

Logos & Symbols

Style matters. The symbol reflects Denver’s energy, the amazing weather, outdoor lifestyle and economic vitality through the incorporation of the shining sun, blue skies, majestic mountains and downtown landscape. When creating a new program identity, try to be compatible with the design feel established by the Denver “D” icon.

Brand Recognition

It’s important for our audiences to understand which programs are affiliated with the city. Please use the City and County of Denver logo and identity prominently on all materials. In applications where the Denver D cannot be featured prominently, such as on an independent website, please include prominent text explaining the affiliation with the city (e.g. “Red Rocks Amphitheater is a proud venue of the City and County of Denver.”)

Co-Branding

Consider what other logos will appear with the new one and try to complement, instead of compete with them.

Color Palette

Always use colors from the approved palette. See page 12 for expanded colors.

Typefaces

When it comes to font personality, a little goes a long way. Try to stay within the Franklin Gothic font family when possible.

Simplification

Logos should rarely have more than a couple colors and distinct elements (mark, typeface, tagline).

Scalability

Logos should have the ability to be used in very large or very small formats, meaning that high resolution versions should be developed and too many elements should be avoided.

Section 508 Web Color Contrast

Web Content Accessibility Guidelines (WCAG 1.0) require that there be a sufficient level of tonal contrast between colors so that low-vision users can read content on colored backgrounds. Guidelines for ensuring color combinations include:

- Select color combinations that can be differentiated by users with color deficiencies;
- Use tools to see what color combinations will look like when in black and white as seen by color-deficient users;
- Ensure that the lightness contrast between foreground and background colors is high;
- Increase the lightness contrast between colors on either end of the spectrum (e.g., blues and reds); and
- Avoid combining light colors from either end of the spectrum with dark colors from the middle of the spectrum.

Please contact the Denver Marketing Office with any questions regarding program identity best practices.

EXPANDED PALETTE



Although the main logo is comprised of five colors, city programs may use colors in the expanded palette for identity development and other graphic design. The expanded palette includes four secondary colors and four accent colors.

PRIMARY PALETTE

SPOT COLOR (PANTONE)



PMS 1805

BRICK RED



PMS 2925

SKY BLUE



PMS 130

SUNSHINE GOLD



PMS 268

MOUNTAIN PURPLE



PANTONE
PROCESS
80% BLACK

80% BLACK

SECONDARY PALETTE

SPOT COLOR (PANTONE)



PMS 384

YELLOW GREEN



PMS 294

BRIGHT BLUE



PMS 152

ORANGE



PMS 180

RED ORANGE

4 COLOR PROCESS (CMYK)

C 18
M 0
Y 100
K 31

C 100
M 58
Y 0
K 21

C 0
M 51
Y 100
K 1

C 0
M 79
Y 100
K 11

RGB

R 159
G 166
B 23

R 0
G 85
B 150

R 243
G 144
B 29

R 217
G 83
B 30

HEX COLOR (WEB)

#9FA617

#005596

#F3901D

#D9531E

ACCENT COLORS



PMS 296

NAVY

C 100
M 46
Y 0
K 70

R 0
G 45
B 86

#002D56



PMS 7496

BRIGHT GREEN

C 40
M 0
Y 100
K 38

R 109
G 141
B 36

#6D8D24



PMS 420

LIGHT GRAY

C 0
M 0
Y 0
K 15

R 220
G 221
B 222

#DCDDDE



PMS 7501

CREAM

C 0
M 4
Y 20
K 6

R 241
G 227
B 197

#F1E35C

Pantone® is a registered trademark of PANTONE Inc.'s color matching system.

Note: Palette colors pertain to both coated and uncoated stocks

EXPANDED PALETTE: SUGGESTED USAGE



When selecting colors for a new program identity, please choose from the primary and expanded palette.

While it is not required to use a primary palette color, it is recommended to maintain brand recognition throughout subbrands.

Example Palette 1



Example Palette 2



Example Palette 3



You may use up to all four colors in the secondary palette, but please do not exceed five colors overall in identity development.

Example Palette 1



Example Palette 2



Example Palette 3



If you are using one or more accent color (up to three), please use at least one color from the primary or secondary palette.

Do not use a color from the accent palette as the dominant color in the application.



ALLIED ORGANIZATIONS AND CO-BRANDING

EXISTING ALLIED ORGANIZATIONS

It is recognized that there are several organizations that are closely aligned with the City and County of Denver, which each have their own brand personality. Examples of these organizations include the Denver Zoo, the Denver Botanic Gardens, Denver Water, and Denver Public Schools. These organizations are not required to rebrand to align with the new branding standards.

DENVER BOTANIC
GARDENS

x



.75 x

ALLIED ORGANIZATION CO-BRANDING WITH THE CITY OF DENVER

Allied organizations with their own brand personality are not required to include the City and County of Denver logo on their collateral. However, if they decide to do so and have met the requirements outline on page 1, the City and County of Denver logo usage must comply with this guide and it must visually be at least 75% of the allied organization's logo. Additionally, please do not lockup the allied organization and City and County of Denver's logo, or use parts of the Denver logo within the allied organization's logo. Maintain clear space defined on **page 3**.



DENVER BOTANIC
GARDENS



(Maintain clear area defined on p. 3)

CO-BRANDING PARTNERING AGENCIES AND SPONSORS

The City and County of Denver often partners with outside entities to promote a program or service. When partnering with outside organizations it is acceptable, if granted permission by both entities, to place their logos side by side with the Denver D.



GLOSSARY OF TERMS

Accent Color — A palette chosen to accent or support main colors utilized in identity development.

Clear Zone — Logo guidelines often specify a clear zone surrounding the logo. No other art or type should encroach on the clear zone.

Co-Branding — If two logos appear together to imply a cooperative effort, it is called co-branding. Logos used in co-branding should always respect the necessary clear space surrounding each logo.

Digital File — Digital files that are prepared by graphic designers to be printed or to be uploaded to web sites.

Foreground — The visual plane in an image closest to the viewer.

Four-Color Process — Process printing uses four inks (cyan, magenta, yellow and black — also referred to as CMYK) printed together to create a wide spectrum of colors.

Graphic Standards — An organization's requirements for reproducing its graphics and branding elements on all surfaces.

Glyph Icons — A graphic symbol that provides the appearance or form for a character. A glyph can be an alphabetic or numeric font or some other symbol that pictures an encoded character.

Hex Colors — Hexadecimal numbers or "hex" numbers are a base-16 numbering system used to define colors on web pages. A hex number is written from 0-9 and then A-F.

Lockup — The final form of a logo and a icon with all of the elements locked in their relative positions. For the sake of maintaining consistency in all mediums and to create a sense of cohesion between the elements, the lockup should not be taken apart or altered in any way.

Logotype — Logotype refers specifically to a word integrated into the logo.

Mobile Application — Also known as an app, a mobile application is a term used to describe software that runs on smart phones and mobile phones.

Monochromatic — Containing or using only one color.

Navigation — A user interface element within a webpage that contains links to other sections of the website.

Pixels — A physical point in a raster image, or the smallest addressable element in a display device; so it is the smallest controllable element of a picture represented on the screen.

Primary Icon — An organization's predominant mark; the preferred logo to be used on collateral.

Primary Palette — The main colors that comprise an organization's identity.

Raster Image — In computer graphics, a raster image, or bitmap, is a dot matrix data structure representing a generally rectangular grid of pixels, or points of color, viewable via a monitor, paper, or other display medium. Raster images are stored in image files with varying formats.

Re-Typeset — To re-typeset essentially means to re-type. It is never acceptable to re-type the words in a logo or tag line; instead always use the artwork provided.

Reverse Logo — A reverse logo is used when a logo appears on a dark background color that doesn't provide enough contrast. In order to make the logo more legible, the logo colors are changed to white.

RGB Format — Colors are used in RGB (red, green and blue) format when they appear on computer or television screens.

Scalable — An icon or logo's ability to be reduced or blown up in size.

Secondary Palette — Colors chosen to support the primary palette in an organization's identity.



GLOSSARY OF TERMS CONTINUED

Splash Screen — An image that appears while a computer program is loading. It may also be used to describe an introduction page on a website.

Spot Color — Spot color printing uses pre-mixed ink colors determined by the Pantone Matching System (PMS). They accurately represent color chips provided to the print and design industry.

Tagline — Tagline refers to a few word description that often accompanies a logo to make it more descriptive.

Tonal Contrast — The difference between the light and dark areas in a composition.

Typeface — Typeface is the same as “font.” A font or typeface is a professionally designed alphabet. Most logo guidelines specify the typeface to use with the logo.

Typesetting — Before computers became a part of design and printing, words were prepared for print by manually setting individual letters in the right sequence: “typesetting.” The term is still used to describe preparation of letters and words for print. If you choose a font and letter size for placement in a document, you are “typesetting.”

Vector — An image made up of solids, lines and curves that can be scaled or edited without affecting image resolution.

Web-Safe Font — A set of fonts that appear on a large percentage of computers. Common Web-safe fonts include: Arial, Courier New, Times New Roman, Georgia, Trebuchet, and Verdana.