## GROUP LIFE AND LONG TERM DISABILITY INSURANCE PROGRAM



## **Peace Officers Relief Fund**

# **GROUP LIFE INSURANCE**

## RELIANCE STANDARD LIFE INSURANCE COMPANY Home Office: Schaumburg, Illinois Administrative Office: Philadelphia, Pennsylvania

#### **CERTIFICATE OF INSURANCE**

We certify that you (provided you belong to a class described on the Schedule of Benefits) are insured, for the benefits which apply to your class, under Group Policy No. GL 96,000 issued to The RSL Group and Blanket Insurance Trust, the Policyholder, covering eligible persons of Peace Officers Relief Fund (herein called the Participating Unit), under Participating Unit No. GL 138002.

When loss of life covered under the Policy occurs, we will pay the amount stated on the Schedule of Benefits to the named beneficiary, subject to provisions entitled Beneficiary and Facility of Payment.

This Certificate is not a contract of insurance. It contains only the major terms of insurance coverage and payment of benefits under the Policy. It replaces all certificates that may have been issued to you earlier.

Secretary

GROUP LIFE INSURANCE CERTIFICATE

This Group Life Certificate amends all previous Group Life Certificates and is dated March 1, 2021.

## TABLE OF CONTENTS

#### Page

SCHEDULE OF BENEFITS 1.0
DEFINITIONS 2.0
GENERAL PROVISIONS
EFFECTIVE DATE AND TERMINATION 4.0
CONVERSION PRIVILEGE 5.0
BENEFICIARY AND FACILITY OF PAYMENT 6.0
SETTLEMENT OPTIONS 7.0
CLAIMS PROVISIONS 8.0
SEAT BELT AND AIR BAG BENEFIT9.0
EXTENSION OF COVERAGE UNDER THE FAMILY AND MEDICAL LEAVE ACT AND UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA) 10.0
GROUP TERM LIFE INSURANCE LIVING BENEFIT RIDER

#### SCHEDULE OF BENEFITS

**EFFECTIVE DATE:** January 1, 2005, as amended in the Policy through July 1, 2020

**ELIGIBLE CLASSES:** All active, Full-time Employees of the County of Los Angeles who are sworn peace officers, as defined by the California Penial Code Section 830.1 and belong to Collective Bargaining Unit 611 or 612, except any person employed on a temporary or seasonal basis.

**INDIVIDUAL EFFECTIVE DATE:** The day you become eligible.

#### AMOUNT OF INSURANCE:

Basic Life: \$125,000.

The Life amount will be reduced by any benefit paid under the Living Benefit Rider.

**CHANGES IN AMOUNT OF INSURANCE:** Changes in the Amount of Insurance because of changes in age, class or earnings (if applicable) are effective on the date of the change, provided you are Actively At Work on the date of the change. If you are not Actively At Work when the change should take effect, the change will take effect on the day after you have been Actively At Work in an Eligible Class for one full day.

**CONTRIBUTIONS:** You are not required to contribute toward the cost of the Basic Insurance.

#### DEFINITIONS

"We," "us" and "our" means Reliance Standard Life Insurance Company.

"You," "your" and "yours" means a person who meets the eligibility requirements of the Policy and is enrolled for this insurance.

"Actively at work" and active work" means actually performing on a Fulltime basis each and every duty pertaining to your job in the place where and the manner in which the job is normally performed. This includes approved time off such as vacation, jury duty and funeral leave, but does not include time off as a result of injury or illness.

"Full-time" means working for the Participating Unit for a minimum of 30 hours during your regularly scheduled work week.

"The date you retire" or "retirement" means the effective date of your:

- retirement pension benefits under any plan of a federal, state, county or municipal retirement system, if such pension benefits include any credit for employment with the Participating Unit;
- (2) retirement pension benefits under any plan which the Participating Unit sponsors, or makes or has made contributions;
- (3) retirement benefits under the United States Social Security Act of 1935, as amended, or under any similar plan or act.

#### **GENERAL PROVISIONS**

#### INCONTESTABILITY

Any statement made in the Participating Unit's application will be deemed a representation, not a warranty. We cannot contest the validity of the Policy or a Participating Unit's insurance after it has been in force for two (2) years from the date of issue, except for non-payment of premium. All other Policy terms will remain applicable.

Any statements made by you, or on your behalf to persuade us to provide coverage, will be deemed a representation, not a warranty. This provision limits our use of these statements in contesting the amount of insurance for which you are covered. The following rules apply to each statement:

- (1) No statement will be used in a contest unless:
  - (a) it is in a written form signed by you, or on your behalf; and
  - (b) a copy of such written instrument is or has been furnished to you, your beneficiary or legal representative.
- (2) If the statement relates to your insurability, it will not be used to contest the validity of insurance which has been in force, before the contest, for at least two (2) years during your lifetime.

#### ASSIGNMENT

Ownership of any benefit provided under the Policy may be transferred by assignment. An irrevocable beneficiary must give written consent to assign this insurance. Written request for assignment must be made in duplicate at our Administrative Offices. Once recorded by us, an assignment will take effect on the date it was signed. We are not liable for any action we take before the assignment is recorded.

#### EFFECTIVE DATE AND TERMINATION

**EFFECTIVE DATE OF INDIVIDUAL INSURANCE:** Insurance for an Eligible Person will go into effect on the date stated on the Schedule of Benefits.

Changes in your Amount of Insurance are effective as shown on the Schedule of Benefits.

If you are not Actively at Work on the day your insurance is to go into effect, the insurance will go into effect on the day you return to Active Work in an Eligible Class for one full day.

**TERMINATION OF INSURANCE**: Your insurance will terminate on the first of the following to occur:

- (1) the date the Policy terminates; or
- (2) the date you cease to be in a class eligible for this insurance; or
- (3) the date the Participating Unit's coverage terminates under the Policy; or
- (4) the end of the period for which premium has been paid for you; or
- (5) the date you enter military service on active duty (not including Reserve or National Guard).

**CONTINUATION OF INSURANCE:** Your insurance may be continued, by payment of premium, beyond the date you cease to be eligible for this insurance, but not longer than:

- (1) thirty (30) months, if due to illness or injury; or
- (2) twelve (12) months, if due to temporary lay-off or approved leave of absence; or
- (3) six (6) months, if due to a labor dispute.

If you cease to be eligible for this insurance because of a Labor Dispute, insurance will continue until the earliest of the following dates:

- (1) the expiration of six (6) months from the date you cease active work because of the Labor Dispute involving your employer; or
- (2) the date you accept active employment with another employer; or
- (3) the date timely payments of premium are not made; or
- (4) the date the Labor Dispute ends.

"Labor Dispute", as used here means a strike, lockout, or other labor dispute between the employer and you, during which time you are not paid by the employer.

You can use this privilege when your insurance is no longer in force. It has several parts. They are:

- A. If the insurance ceases due to termination of employment or membership in any of the Policy's classes, an individual Life Insurance Policy may be issued. You are entitled to a policy without disability or supplemental benefits. A written application for the policy must be made by you within 60 days after you terminate. The first premium must also be paid within that time. The issuance of the policy is subject to the following conditions:
  - The policy will, at your option, be on any one of our forms, except for term life insurance. It will be the standard type issued by us for the age and amount applied for;
  - (2) The policy issued will be for an amount not over what you had before you terminated;
  - (3) The premium due for the policy will be at our usual rate. This rate will be based on the amount of insurance, class of risk and your age at date of policy issue; and
  - (4) Proof of good health is not required.
- B. If the insurance ceases due to the termination or amendment of the Policy, an individual Life Insurance Policy can be issued. You must have been insured for at least three (3) years under the Policy and/or the prior carrier. The same rules as in A above will be used, except that the face amount will be the lesser of:
  - (1) The amount of your Group Life benefit under the Policy. This amount will be less any amount you are entitled to under any group life policy issued by us or another insurance company; or
  - (2) \$10,000.
- C. If the insurance reduces, as may be provided in the Policy, an individual Life Insurance Policy can be issued. The same rules as in A above will be used, except that the face amount will not be greater than the amount which ceased due to the reduction.

- D. If you die during the time in which you are entitled to apply for an individual policy, we will pay the benefit under the Group Policy that you were entitled to convert. This will be done whether or not you applied for the individual policy. If you die during the time you are entitled to apply for an individual policy and the benefit under the Group Policy is paid, the individual policy, if issued, will not be effective.
- E. Any policy issued with respect to A, B or C above will be put in force at the end of the sixty (60) day period in which application must be made.
- F. If you are covered under a life insurance conversion policy previously issued to you by the Insurance Company, you will not be eligible for this Conversion Privilege unless the prior coverage has ended. This does not apply to any amount of insurance that was previously converted under the Policy due to a reduction in your Life Insurance Benefits based on age or a change in class unless that condition no longer affects the amount of coverage available to you.

#### NOTICE OF CONVERSION

G. If you are entitled to have an individual policy issued to you without proof of health, then you must be given notice of this right within 15 days before or after the termination or reduction of your insurance. Such notice must be: (1) in writing; and (2) presented or mailed to you at your last known address by the employer at the last known address furnished to us by the employer. If you are given notice more than 15 days after the end of the 60 day period in which to convert, the conversion period will be extended. You will have 15 days from the date notice is given to apply for conversion insurance. In no event will the conversion period be extended beyond 90 days.

#### BENEFICIARY AND FACILITY OF PAYMENT

**BENEFICIARY:** The beneficiary will be as named in writing by you to receive benefits at your death. This beneficiary designation must be on file with us or the Plan Administrator and will be effective on the date you sign it. Any payment made by us before receiving the designation shall fully discharge us to the extent of that payment.

If you name more than one beneficiary to share the benefit, you must state the percentage of the benefit that is to be paid to each beneficiary. Otherwise, they will share the benefit equally.

The beneficiary's consent is not needed if you wish to change the designation. His/her consent is also not needed to make any changes in the Policy.

If the beneficiary dies at the same time as you, or within fifteen (15) days after your death but before we received written proof of your death, payment will be made as if you survived the beneficiary, unless noted otherwise.

If you have not named a beneficiary, or the named beneficiary is not surviving at your death, any benefits due shall be paid to the first of the following classes to survive you:

- (1) your legal spouse, legally recognized civil union/domestic partner;
- (2) your surviving child(ren) (including legally adopted child(ren)), in equal shares;
- (3) your surviving parents, in equal shares;
- (4) your surviving siblings, in equal shares; or, if none of the above,
- (5) your estate.

We will not be liable for any payment we have made in good faith.

**FACILITY OF PAYMENT:** If a beneficiary, in our opinion, cannot give a valid release (and no guardian has been appointed), we may pay the benefit to the person who has custody or is the main support of the beneficiary. Payment to a minor shall not exceed \$1,000.

If you have not named a beneficiary, or the named beneficiary is not surviving at your death, we may pay up to \$2,000 of the benefit to the person(s) who, in our opinion, have incurred expenses in connection with your last illness, death or burial.

The balance of the benefit, if any, will be held by us, until an individual or representative:

- (1) is validly named; or
- (2) is appointed to receive the proceeds; and
- (3) can give valid release to us.

The benefit will be held with interest at a rate set by us.

We will not be liable for any payment we have made in good faith.

#### SETTLEMENT OPTIONS

You may elect a different way in which payment of the Amount of Insurance can be made. You must provide a written request to us, for our approval, at our Administrative Office. If the option covers less than the full amount due, we must be advised of what part is to be under an option. Amounts under \$2,000 or option payments of less than \$20.00 each are not eligible.

If no instructions for a settlement option are in effect at the death of an Insured, the beneficiary may make the election, with our consent.

Settlement Options are described in the Policy.

#### CLAIMS PROVISIONS

**NOTICE OF CLAIM:** Written notice must be given to us within 31 days after the Loss occurs, or as soon as reasonably possible. The notice should be sent to us at our Administrative Offices or to our authorized agent. The notice should include your name and the Participating Unit Number.

**CLAIM FORMS:** When we receive written notice of a claim, we will send claim forms to the claimant within 15 days. If we do not, the claimant will satisfy the requirements of written proof of loss by sending us written proof as shown below. The proof must describe the occurrence, extent and nature of the loss.

**PROOF OF LOSS:** For any covered Loss, written proof must be sent to us within 90 days. If it is not reasonably possible to give proof within 90 days, the claim is not affected if the proof is sent as soon as reasonably possible. In any event, proof must be given within 1 year, unless the claimant is legally incapable of doing so.

**PAYMENT OF CLAIMS:** Payment will be made as soon as proper proof is received. All benefits will be paid to you, if living. Any benefits unpaid at the time of death, or due to death, will be paid to the beneficiary.

**PHYSICAL EXAMINATION:** At our own expense, we will have the right to have you examined as reasonably necessary when a claim is pending. We can have an autopsy made unless prohibited by law.

**LEGAL ACTION:** No legal action may be brought against us to recover on the Policy within 60 days after written proof of loss has been given as required by the Policy. No action may be brought after three (3) years (Kansas, five (5) years; South Carolina and Michigan, six (6) years) from the time written proof of loss is required to be submitted.

#### SEAT BELT AND AIR BAG BENEFIT

#### Seat Belt Benefit

We will pay a Seat Belt Benefit if, due to an Injury sustained while driving or riding in a Private Passenger Car, you suffer loss of life for which a life insurance benefit is payable under the Policy.

Once we receive the police accident report which confirms that you were properly strapped in a Seat Belt at the time of the accident, we will pay a benefit equal to the greater of 10% or \$25,000 of the life insurance benefit payable under the Policy.

If a police report is not available or does not clearly establish that you were properly wearing a Seat Belt at the time of the accident which caused your death, the benefit payable will be \$1,000 in lieu of the benefit described above.

"Private Passenger Car" means a validly registered four-wheel vehicle limited to private passenger cars, station wagons, jeeps, pick-up trucks and van-type cars.

"Seat Belt" means an unaltered factory-installed lap and/or shoulder restraint designed to keep a person steady in a seat.

#### Air Bag Benefit

In addition to the Seat Belt Benefit, we will also pay an Air Bag Benefit if such Private Passenger Car is equipped with a factory-installed Air Bag and the policy accident report clearly establishes that you were positioned in a seat which is designed to be protected by an Air Bag and was properly strapped in the Seat Belt when the Air Bag inflated.

Once we receive the policy accident report which confirms that the Air Bag inflated properly upon impact, we will pay a benefit equal to 5% of the Life Insurance Benefit payable under the Policy.

"Air Bag" means an unaltered factory-installed supplemental restraint system designed to inflate upon impact to protect a person from bodily Injury during an accident.

Maximum Benefit Payable - The total combined maximum benefit payable under the Seat Belt and Air Bag Benefit is \$100,000.

#### EXCLUSIONS

No benefit is payable for any loss sustained by you:

- if you were driving or riding in any Private Passenger Car which was being used in a race, speed or endurance test, or for acrobatic or stunt driving at the time of the accident;
- (2) if you were not wearing a Seat Belt for any reason or the Seat Belt was not properly fastened; or
- (3) while you were sharing a Seat Belt; or
- (4) due to a defect in the Air Bag diagnostic system.

#### EXTENSION OF COVERAGE UNDER THE FAMILY AND MEDICAL LEAVE ACT AND UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

#### Family and Medical Leave of Absence:

We will continue your coverage and that of any Insured Dependent, if applicable, in accordance with the Participating Unit's policies regarding leave under the Family and Medical Leave Act of 1993, as amended, or any similar state law, as amended, if:

- (1) the premium for you and your Insured Dependents, if applicable, continues to be paid during the leave; and
- (2) the Participating Unit has approved your leave in writing and provides a copy of such approval within thirty-one (31) days of our request.

As long as the above requirements are satisfied, we will continue coverage until the later of:

- (1) the end of the leave period required by the Family and Medical Leave Act of 1993, as amended; or
- (2) the end of the leave period required by any similar state law, as amended.

#### Military Services Leave of Absence:

We will continue your coverage and that of any Insured Dependents, if applicable, in accordance with the Participating Unit's policies regarding Military Services Leave of Absence under USERRA if the premium for you and your Insured Dependents, if applicable, continues to be paid during the leave.

As long as the above requirement is satisfied, we will continue coverage until the end of the period required by USERRA.

The Policy, while coverage is being continued under this Military Services Leave of Absence extension, does not cover any loss which occurs while on active duty in the military if such loss is caused by or arises out of such military service, including but not limited to war or any act of war, whether declared or undeclared.

While you are on a Family and Medical Leave of Absence for any reason other than your own illness, injury or disability or Military Services Leave of Absence you will be considered Actively at Work. Any changes such as revisions to coverage due to age, class or salary changes, as applicable, will apply during the leave except that increases in the amount of insurance, whether automatic or subject to election, will not be effective if you are not considered Actively at Work until you have returned to Active Work for one (1) full day.

A leave of absence taken in accordance with the Family and Medical Leave Act of 1993 or USERRA will run concurrently with any other applicable continuation of insurance provision in the Policy.

Your coverage and that of any Insured Dependents, if applicable, will cease under this extension on the earliest of:

- (1) the date the Policy terminates; or
- (2) the end of the period for which premium has been paid for you; or
- (3) the date such leave should end in accordance with the Participating Unit's policies regarding Family and Medical Leave of Absence and Military Services Leave of Absence in compliance with the Family and Medical Leave Act of 1993, as amended and USERRA.

Should the Participating Unit choose not to continue your coverage during a Family and Medical Leave of Absence and/or Military Services Leave of Absence, your coverage as well as any dependent coverage, if applicable, will be reinstated.

#### GROUP TERM LIFE INSURANCE LIVING BENEFIT RIDER

#### THIS RIDER ADDS AN ACCELERATED BENEFIT PROVISION. RECEIPT OF THIS ACCELERATED BENEFIT WILL REDUCE THE DEATH BENEFIT AND MAY BE TAXABLE. INSUREDS SHOULD SEEK ASSISTANCE FROM THEIR PERSONAL TAX ADVISOR.

Attached to Group Policy Number: GL 96,000 Issued to Group Policyholder: The RSL Group and Blanket Insurance Trust Participating Unit: Peace Officers Relief Fund Participating Unit Number: GL 138002

This Rider is attached to and made a part of the Policy indicated above. Your Certificate is hereby amended, in consideration of the application for this coverage, by the addition of the following benefit. In this Rider, Reliance Standard Life Insurance Company will be referred to as "we", "us", "our".

**DEFINITIONS:** This section gives the meaning of terms used in this Rider. The Definitions of the Policy and Certificate also apply unless they conflict with Definitions given here.

"Certified" or "Certification" refers to a written statement, made by a Physician on a form provided by us, as to the Insured's Terminal Illness.

"Certificate" means the document, issued to each Insured, which explains the terms of his coverage under the Group Life Insurance Policy.

"Death Benefit" means the insurance amount payable under the Certificate at death of the Insured, subject to all Certificate provisions dealing with changes in the amount of insurance and reductions or termination for age or retirement. It does not include any amount that is only payable in the event of Accidental Death.

"Insured" means only a primary Insured. Dependents are not eligible for coverage under this Living Benefit Rider.

"Physician" means a duly licensed practitioner, acting within the scope of his license, who is recognized by the law of the state in which diagnosis is received. The Physician may not be the Insured or a member of his immediate family.

"Policy" means the Group Life Insurance Policy issued to the Group Policyholder under which the Insured is covered.

"Terminally III" or "Terminal Illness" refers to an Insured's illness or

physical condition that is Certified by a Physician to reasonably be expected to result in death in less than 12 months.

"Written Request" means a request made, in writing, by the Insured to us.

All pronouns include either gender unless the context indicates otherwise.

**DESCRIPTION OF COVERAGE:** This benefit is payable to the Insured if, after having been covered under this Rider for at least 60 days, an Insured is Certified as Terminally III. In order for this benefit to be paid:

- (1) the Insured must make a Written Request; and
- (2) we must receive from any assignee or irrevocable beneficiary their signed acknowledgment and agreement to payment of this benefit.

We may, at our option, confirm the terminal diagnosis with a second medical exam performed at our own expense.

**AMOUNT OF THE LIVING BENEFIT:** The Living Benefit will be an amount equal to 75% of the Death Benefit applicable to the Insured under the Policy on the date of the Certification of Terminal Illness, subject to a maximum benefit of \$93,750. This benefit may be paid as a single lump sum or in installment payments mutually agreed to by us and the Insured. The Living Benefit is payable one time only for any Insured under this Rider.

**EFFECT OF BENEFIT:** If an Insured becomes eligible for, and elects to receive this benefit, the Death Benefit payable for such Insured will be reduced by an amount equal to the Living Benefit paid to such Insured. The amount of the Living Benefit plus the corresponding Death Benefit will not exceed the amount that would have been paid as the Death Benefit in the absence of this Rider.

**MISSTATEMENT OF AGE OR SEX:** The Living Benefit will be adjusted to reflect the amount of benefit that would have been purchased by the actual premium paid at the correct age and sex.

**TERMINATION OF AN INDIVIDUAL'S COVERAGE UNDER THIS RIDER:** The coverage of any Insured under this Rider will terminate on the first of the following:

- (1) the date his coverage under the Policy terminates;
- (2) the date of payment of the Living Benefit for his Terminal Illness;

- or
- (3) the date he attains age 75.

**ADDITIONAL PROVISIONS:** This Rider takes effect on the Effective Date shown. It will terminate on the date the Group Policy terminates with respect to the above Participating Unit. It is subject to all the terms of the Group Policy not inconsistent herein.

In witness whereof, we have caused this Rider to be signed by our Secretary.

Coole Secretary

# GROUP LONG TERM DISABILITY INSURANCE

## RELIANCE STANDARD LIFE INSURANCE COMPANY Home Office: Schaumburg, Illinois Administrative Office: Philadelphia, Pennsylvania

#### **CERTIFICATE OF INSURANCE**

We certify that you (provided you belong to a class described on the Schedule of Benefits) are insured, for the benefits which apply to your class, under Group Policy No. LSC 97,200 issued to The RSL Group and Blanket Insurance Trust, the Policyholder, covering eligible persons of Peace Officers Relief Fund (herein called the Participating Unit), under Participating Unit No. LTD 111828.

This Certificate is not a contract of insurance. It contains only the major terms of insurance coverage and payment of benefits under the Policy. It replaces all certificates that may have been issued to you earlier.

Secretary

#### **GROUP LONG TERM DISABILITY INSURANCE CERTIFICATE**

This Group Long Term Disability Certificate amends the previous Group Long Term Disability Certificates and is dated March 1, 2021.

## TABLE OF CONTENTS

## Page

SCHEDULE OF BENEFITS
DEFINITIONS
GENERAL PROVISIONS
CLAIMS PROVISIONS
ELIGIBILITY, EFFECTIVE DATE AND TERMINATION
BENEFIT PROVISIONS
EXCLUSIONS
LIMITATIONS
CONTINUITY OF INSURANCE COVERAGE PROVISION
SPECIFIC INDEMNITY BENEFIT
SURVIVOR BENEFIT - LUMP SUM
WORK INCENTIVE AND CHILD CARE BENEFITS
EXTENSION OF COVERAGE UNDER THE FAMILY AND MEDICAL LEAVE ACT AND UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA) 13.0
EXTENDED DISABILITY BENEFIT
REHABILITATION BENEFIT

#### SCHEDULE OF BENEFITS

**EFFECTIVE DATE:** January 1, 2005, as amended in the Policy through July 1, 2020

**ELIGIBLE CLASSES:** All active, Full-time Employees of the County of Los Angeles who are sworn peace officers, as defined by California Penal Code Section 830.1 and belong to Collective Bargaining Unit 611 or 612, except any person employed on a temporary or seasonal basis.

YOUR EFFECTIVE DATE: The day you become eligible.

#### LONG TERM DISABILITY BENEFIT

ELIMINATION PERIOD: 90 consecutive days of Total Disability.

**MONTHLY BENEFIT:** The Monthly Benefit is an amount equal to 60% of Covered Monthly Earnings.

To figure this benefit amount payable:

- multiply your Covered Monthly Earnings by the benefit percentage(s) shown above;
- (2) take the lesser of the amount:
  - (a) of step (1) above; or
  - (b) the Maximum Monthly Benefit shown below; and
- (3) subtract Other Income Benefits, as shown below, from step (2), above.

**OTHER INCOME BENEFITS:** Other Income Benefits are benefits resulting from the same Total Disability for which a Monthly Benefit is payable under the Policy. These Other Income Benefits are:

- disability income benefits you are eligible to receive under any group insurance plan(s);
- (2) disability income benefits you are eligible to receive under any governmental retirement system, except benefits payable under a federal government employee pension benefit;
- (3) all permanent, as well as temporary, disability benefits, including any damages or settlement made in place of such benefits (whether or not liability is admitted) you are eligible to receive under:
  - (a) Workers' Compensation Laws;
  - (b) occupational disease law;
  - (c) any other laws of like intent as (a) or (b) above; and
  - (d) any compulsory benefit law;

- (4) any of the following that you are entitled to receive from the Participating Unit:
  - (a) any formal salary continuance plan, excluding vacation, holiday time, sick time, sick time buy-back, accumulated overtime; and
  - (b) wages, excluding the amount allowable when engaged in Rehabilitative Employment; and
  - (c) commissions or monies, including vested renewal commissions, but, excluding commissions or monies that you earned prior to Total Disability which are paid after Total Disability has begun;
- (5) that part of disability or Retirement Benefits paid for by the Participating Unit which you are eligible to receive under a group retirement plan; and
- (6) disability or Retirement Benefits under the United States Social Security Act, the Canadian pension plans, federal or provincial plans, or any similar law for which:
  - (a) you are eligible to receive because of your Total Disability or eligibility for Retirement Benefits; and
  - (b) your dependents are eligible to receive due to (a) above.

Disability and early Retirement Benefits will be offset only if such benefits are elected by you or if election would not reduce the amount of your accrued normal Retirement Benefits then funded.

Retirement Benefits under number (6) above will not apply to disabilities which begin after age 70 if you are already receiving Social Security Retirement Benefits while continuing to work beyond age 70.

**MAXIMUM MONTHLY BENEFIT:** \$10,000 (this is equal to a maximum Covered Monthly Earnings of \$16,667).

**MAXIMUM DURATION OF BENEFITS:** Benefits will not accrue beyond the longer of: the Duration of Benefits; or Normal Retirement Age; specified below:

Age at Disablement	Duration of Benefits (in years)
61 or less	To Age 65
62	3 1/2
63	3
64	2 1/2
65	2
66	1 <sup>3</sup> ⁄4
67	1 1/2
68	1 1⁄4
69 or more	1

OR

Normal Retirement Age as defined by the 1983 Amendments to the United States Social Security Act and determined by your year of birth, as follows:

<u>Year of Birth</u>	Normal Retirement Age
1937 or before	65 years
1938	65 years and 2 months
1939	65 years and 4 months
1940	65 years and 6 months
1941	65 years and 8 months
1942	65 years and 10 months
1943 thru 1954	66 years
1955	66 years and 2 months
1956	66 years and 4 months
1957	66 years and 6 months
1958	66 years and 8 months
1959	66 years and 10 months
1960 and after	67 years

**CHANGES IN MONTHLY BENEFIT:** Increases in the Monthly Benefit are effective on the date of the change, provided you are Actively at Work on the effective date of the change. If you are not Actively at Work on that date, the effective date of the increase in the benefit amount will be deferred until the date you return to Active Work. Decreases in the Monthly Benefit are effective on the date the change occurs. **CONTRIBUTIONS:** You are not required to contribute toward the cost of this insurance.

Premium contributions will not be included in your gross income.

For purposes of filing your Federal Income Tax Return, this means that under the law as of the date the Policy was issued, your Monthly Benefit might be treated as taxable. It is recommended that you contact your personal tax advisor.

#### DEFINITIONS

"You", "your" and "yours" means a person who meets the Eligibility Requirements of the Policy and is enrolled for this insurance.

"We", "us" and "our" means Reliance Standard Life Insurance Company.

"Actively at Work" and "Active Work" mean actually performing on a Fulltime basis the material duties pertaining to your job in the place where and the manner in which the job is normally performed. This includes approved time off such as vacation, jury duty and funeral leave, but does not include time off as a result of an Injury or Sickness.

"Claimant" means you made a claim for benefits under the Policy for a loss covered by the Policy as a result of your Injury or Sickness.

"Covered Monthly Earnings" are determined initially on the date you become eligible. A change in the amount of Covered Monthly Earnings will be considered effective on the date of the change. If you are not in Active Service on that day, no increase in Covered Monthly Earnings will be considered effective until you return to Active Service for one full day. In no event will an increase in your Covered Monthly Earnings be considered effective if it occurs:

- (1) between separate periods of disability which are considered one period under the Successive Period of Disability provision; or
- (2) during a Benefit Waiting Period.

If hourly paid employees are insured, the number of hours worked during a regular work week, not to exceed forty (40) hours per week, times 4.333, will be used to determine Covered Monthly Earnings. If an employee is paid on an annual basis, then the Covered Monthly Earnings will be determined by dividing the basic annual salary by 12.

"CPI-U" means the Consumer Price Index for All Urban Consumers published by the United States Department of Labor, which is the index for the county in which you legally reside as of your date of Total Disability. If the CPI-U is discontinued or changed, we reserve the right to substitute any other comparable index.

"Elimination Period" means a period of consecutive days of Total Disability, as shown on the Schedule of Benefits page, for which no benefit is payable. It begins on the first day of Total Disability. Interruption Period: If, during the Elimination Period, you return to Active Work for less than 30 days, then the same or related Total Disability will be treated as continuous. Days that you are Actively at Work during this interruption period will not count towards the Elimination Period. This interruption of the Elimination Period will not apply to you if you become eligible under any other group long term disability insurance plan.

"Full-time" means working for the Participating Unit for a minimum of 30 hours during your regular work week.

"Hospital" or "Institution" means a facility licensed to provide care and Treatment for the condition causing your Total Disability.

"Indexed Covered Monthly Earnings" refers to an annual adjustment we will make to your monthly Long Term Disability (LTD) benefit. The first adjustment will be effective the day after you received one full year of LTD benefit payments. Your benefit will be adjusted each year thereafter for as long as you are approved to receive LTD benefits. You must be approved for LTD benefit payment on each 12 month anniversary date to receive the adjustment. To calculate your "Indexed Covered Monthly Earnings", we will multiply your Covered Monthly Earnings by the annual rate of increase in the Consumer Price Index for the prior calendar year. We will then add this amount to your Covered Monthly Earnings to calculate your LTD benefit for the 12 months following this recalculation. Your "Indexed Covered Monthly Earnings" will be considered your "Covered Monthly Earnings" once each annual recalculation occurs.

"Injury" means bodily Injury resulting directly from an accident, independent of all other causes. The Injury must cause Total Disability which begins while your insurance coverage is in effect.

"Physician" means a duly licensed practitioner who is recognized by the law of the state in which treatment is received as qualified to treat the type of Injury or Sickness for which a claim is made. The Physician may not be you or a member of your immediate family.

"Pre-existing Condition" means any Sickness or Injury for which you received medical treatment, consultation, care or services, including diagnostic procedures, or took prescribed drugs or medicines, during the three (3) months immediately prior to your effective date of insurance.

"Rehabilitative Employment" means work in any gainful occupation for which your training, education or experience will reasonably allow. The work must be supervised by a Physician or a licensed or certified rehabilitation specialist approved by us. Rehabilitative Employment includes work performed while Partially Disabled, but does not include performing all the material duties of his/her Own Occupation on a fulltime basis.

"Retirement Benefits" mean money which you are entitled to receive upon early or normal retirement or disability retirement under:

- any plan of a state, county or municipal retirement system, if such pension benefits include any credit for employment with the Participating Unit;
- (2) Retirement Benefits under the United States Social Security Act of 1935, as amended, or under any similar plan or act; or
- (3) an employer's retirement plan where payments are made in a lump sum or periodically and do not represent contributions made by you.

Retirement Benefits do not include:

- (1) a federal government employee pension benefit;
- (2) a thrift plan;
- (3) a deferred compensation plan;
- (4) an individual retirement account (IRA);
- (5) a tax sheltered annuity (TSA);
- (6) a stock ownership plan; or
- (7) a profit sharing plan.

"Sickness" means illness or disease causing Total Disability which begins while your insurance coverage is in effect. Sickness includes pregnancy, childbirth, miscarriage or abortion, or any complications therefrom.

"Totally Disabled" and "Total Disability" mean that as a result of an Injury or Sickness,

- (1) during the Elimination Period and first 60 months of Monthly Benefits, you cannot perform each and every material duty of your Own Occupation. Your occupational title will be used to determine if you meet the definition of Total Disability; and
- (2) after a Monthly Benefit has been paid for 60 months, you cannot perform each and every material duty of Any Occupation.

"Partially Disabled" and "Partial Disability" mean that as a result of an Injury or Sickness,

- (1) during the first 60 months of Monthly Benefits, you can perform one or more of the material duties of your Own Occupation and you cannot perform one or more of the material duties of your Own Occupation; or you are unable to earn more than 80% of your Covered Monthly Earnings; and
- (2) after a Monthly Benefit has been paid for 60 months, you cannot perform one or more of the material duties of Any Occupation, or you are unable to earn more than 80% of your Covered Monthly Earnings.

If you are Partially Disabled, you will be considered Totally Disabled, except during the Elimination Period.

"Residual Disability" means being Partially Disabled during the Elimination Period. Residual Disability will be considered Total Disability.

"Own Occupation" is defined as the job specification of the disabled employee at time of disability. The job specification to be used for this purpose is that published by the County of Los Angeles. These specifications can be found on the Chief Executive Officer of Los Angeles webpage under Class specification, at <u>https://ceo.lacounty.gov/benefits-classification-and-compensation/</u>. The Classes covered by this definition include but are not limited to:

#### Classification Item#

- (1) Deputy Sheriff, 2708
- (2) Deputy Sheriff IV, 2712
- (3) Investigator, DA 2889
- (4) Sr. Investigator 2890
- (5) Sheriff's Sergeant 2717
- (6) Sheriff's Lieutenant 2719
- (7) Sergeant, DA 2819
- (8) Lieutenant, DA 2906

If you are employed by the Participating Unit and require a license for such occupation, the loss of such license for any reason does not in and of itself constitute "Total Disability". **TIME LIMIT ON CERTAIN DEFENSES:** After the Policy has been in force for two (2) years from its Effective Date, no statement made by you on a written application for insurance shall be used to reduce or deny a claim after your insurance coverage, with respect to which claim has been made, has been in effect for two (2) years.

**CLERICAL ERROR:** Clerical errors in connection with the Policy or delays in keeping records for the Policy, whether by the Policyholder, the Plan Administrator, the Participating Unit, or us:

- (1) will not terminate insurance that would otherwise have been effective; and
- (2) will not continue insurance that would otherwise have ceased or should not have been in effect.

Clerical Errors include (but are not limited to) the payment of premium for coverage not provided by the Policy. If appropriate, a fair adjustment of premium will be made to correct a clerical error. Such adjustments will be limited to the twelve (12) month period preceding the date we receive proof from the Participating Unit that an adjustment due to overpayment of premium should be made or the date we discover that premium has been underpaid.

**NOT IN LIEU OF WORKERS' COMPENSATION:** The Policy is not a Workers' Compensation Policy. It does not provide Workers' Compensation benefits.

**WAIVER OF PREMIUM:** No premium is due us while you are receiving Monthly Benefits from us. Once Monthly Benefits cease due to the end of your Total Disability, premium payments must begin again if insurance is to continue.

### CLAIMS PROVISIONS

**NOTICE OF CLAIM:** Written notice must be given to us within thirty-one (31) days after a Total Disability covered by the Policy occurs, or as soon as reasonably possible. The notice should be sent to us at our Administrative Office or to our authorized agent. The notice should include your name, the Participating Unit's name, the Policy Number and the Participating Unit's Number.

**CLAIM FORMS:** When we receive the notice of claim, we will send you the claim forms to file with us. We will send them within fifteen (15) days after we receive notice. If we do not, then the proof of Total Disability will be met by giving us a written statement of the type and extent of the Total Disability. The statement must be sent within ninety (90) days after the loss began.

**WRITTEN PROOF OF TOTAL DISABILITY**: For any Total Disability covered by the Policy, written proof must be sent to us within ninety (90) days after the Total Disability occurs. If written proof is not given in that time, the claim will not be invalidated nor reduced if it is shown that written proof was given as soon as was reasonably possible. In any event, proof must be given within one (1) year after the Total Disability occurs, unless you are legally incapable of doing so.

**PAYMENT OF CLAIMS:** When we receive written proof of Total Disability covered by the Policy, we will pay any benefits due. Benefits that provide for periodic payment will be paid for each period as we become liable.

We will pay benefits to you, if living, or else to your estate.

If you died and we have not paid all benefits due, we may pay up to \$1,000 to any relative by blood or marriage, or to the executor or administrator of your estate. The payment will only be made to persons entitled to it. An expense incurred as a result of your last illness, death or burial will entitle a person to this payment. The payments will cease when a valid claim is made for the benefit. We will not be liable for any payment we have made in good faith.

**ARBITRATION OF CLAIMS:** Any claim or dispute arising from or relating to our determination regarding your Total Disability may be settled by arbitration when agreed to by you and us in accordance with the Rules for Health and Accident Claims of the American Arbitration Association or by any other method agreeable to you and us.

Unless otherwise agreed to by you and us, any such award will be binding on you and us for a period of twelve (12) months after it is rendered assuming that the award is not based on fraudulent information and you continue to be Totally Disabled. At the end of such twelve (12) month period, the issue of Total Disability may again be submitted to arbitration in accordance with this provision.

Any costs of said arbitration proceedings levied by the American Arbitration Association or the organization or person(s) conducting the proceedings will be paid by us.

**PHYSICAL EXAMINATION AND AUTOPSY:** We will, at our expense, have the right to have you interviewed and/or examined:

- (1) physically;
- (2) psychologically; and/or
- (3) psychiatrically;

to determine the existence of any Total Disability which is the basis for a claim. This right may be used as often as it is reasonably required while a claim is pending.

We can have an autopsy made unless prohibited by law.

**LEGAL ACTIONS:** No legal action may be brought against us to recover on the Policy within sixty (60) days after written proof of loss has been given as required by the Policy. No action may be brought after three (3) years (Kansas, five (5) years; South Carolina, six (6) years) from the time written proof of loss is received.

## ELIGIBILITY, EFFECTIVE DATE AND TERMINATION

**ELIGIBILITY REQUIREMENTS:** You are eligible for insurance under the Policy if you are a member of an Eligible Class, as shown on the Schedule of Benefits page.

**EFFECTIVE DATE OF YOUR INSURANCE:** Your insurance will go into effect on Your Effective Date, as shown on the Schedule of Benefits page.

The insurance for you will not go into effect on a date you are not Actively at Work because of a Sickness or Injury. The insurance will go into effect after you are Actively at Work for one (1) full day in an Eligible Class, as shown on the Schedule of Benefits page.

**TERMINATION OF YOUR INSURANCE:** Your insurance will terminate on the first of the following to occur:

- (1) the date the Policy terminates;
- (2) the date you cease to meet the Eligibility Requirements;
- (3) the end of the period for which Premium has been paid for you;
- (4) the date the Participating Unit ceases to be a Participating Unit under the Policy; or
- (5) the date you enter military service (not including Reserve or National Guard).

**INSURING CLAUSE:** We will pay a Monthly Benefit if you:

- (1) are Totally Disabled as the result of a Sickness or Injury covered by the Policy;
- (2) are under the Regular Care of a Physician;
- (3) have completed the Elimination Period; and
- (4) submit satisfactory proof of Total Disability to us.

Please refer to the Schedule of Benefits for the MONTHLY BENEFIT and OTHER INCOME BENEFITS.

Benefits you are entitled to receive under OTHER INCOME BENEFITS will be estimated if the benefits:

- (1) have not been applied for; or
- (2) have not been awarded; and
- (3) have been denied and the denial is being appealed.

If we have underpaid the Monthly Benefit for any reason, we will make a lump sum payment. If we have overpaid the Monthly Benefit for any reason, the overpayment must be repaid to us. At our option, we may reduce the Monthly Benefit or ask for a lump sum refund.

For each day of a period of Total Disability less than a full month, the amount payable will be 1/30th of the Monthly Benefit.

**COST OF LIVING FREEZE:** After the initial deduction for any Other Income Benefits, the Monthly Benefit will not be further reduced due to any cost of living increases payable under these Other Income Benefits.

**LUMP SUM PAYMENTS:** If Other Income Benefits are paid in a lump sum, the sum will be broken down to a monthly amount for the period of time the sum is payable. If no period of time is given, the sum will be broken down to a monthly amount for the period of time we expect you to be disabled based on actuarial tables of disabled lives.

**TERMINATION OF MONTHLY BENEFIT:** The Monthly Benefit will stop on the earliest of:

- (1) the date you cease to be Totally Disabled;
- (2) the date you die;
- (3) the Maximum Duration of Benefits, as shown on the Schedule of Benefits page, has ended; or
- (4) the date you fail to furnish the required proof of Total Disability.

**RECURRENT DISABILITY:** If, after a period of Total Disability for which benefits are payable, you return to Active Work for at least six (6)

consecutive months, any recurrent Total Disability for the same or related cause will be part of a new period of Total Disability. A new Elimination Period must be completed before any further Monthly Benefits are payable.

If you return to Active Work for less than six (6) months, a recurrent Total Disability for the same or related cause will be part of the same Total Disability. A new Elimination Period is not required. Our liability for the entire period will be subject to the terms of the Policy for the original period of Total Disability.

If you become eligible for insurance coverage under any other group long term disability insurance plan, then this Recurrent Disability section will not apply to you.

# EXCLUSIONS

We will not pay a Monthly Benefit for any Total Disability caused by:

- (1) an act of war, declared or undeclared; or
- (2) an intentionally self-inflicted Injury; or
- (3) your committing a felony; or
- (4) an Injury or Sickness that occurs while you are confined in any penal or correctional institution.

**MENTAL OR NERVOUS DISORDERS:** Monthly Benefits for Total Disability caused by or contributed to by mental or nervous disorders will not be payable beyond an aggregate lifetime maximum duration of twenty-four (24) months unless you are in a Hospital or Institution at the end of the twenty-four (24) month period. The Monthly Benefit will be payable while so confined, but not beyond the Maximum Duration of Benefits.

If you were confined in a Hospital or Institution and:

- (1) Total Disability continues beyond discharge;
- (2) the confinement was during a period of Total Disability; and
- (3) the period of confinement was for at least fourteen (14) consecutive days;

then upon discharge, Monthly Benefits will be payable for the greater of:

- (1) the unused portion of the twenty-four (24) month period; or
- (2) ninety (90) days;

but in no event beyond the Maximum Duration of Benefits, as shown on the Schedule of Benefits page.

Mental or Nervous Disorders are defined to include disorders which are diagnosed to include a condition such as:

- (1) bipolar disorder (manic depressive syndrome);
- (2) schizophrenia;
- (3) delusional (paranoid) disorders;
- (4) psychotic disorders;
- (5) depressive disorders;
- (6) anxiety disorders;
- (7) somatoform disorders (psychosomatic illness);
- (8) eating disorders; or
- (9) mental illness.

**SUBSTANCE ABUSE**: Monthly Benefits for Total Disability due to alcoholism or drug addiction will be payable while you are a participant in a Substance Abuse Rehabilitation Program. The Monthly Benefit will not be payable beyond twenty-four (24) months.

If, during a period of Total Disability due to Substance Abuse for which a Monthly Benefit is payable, you are able to perform Rehabilitative Employment, the Monthly Benefit, less 50% of any of the money received from this Rehabilitative Employment will be paid until: (1) you are performing all the material duties of your Own Occupation on a fulltime basis; or (2) the end of twenty-four (24) consecutive months from the date that the Elimination Period is satisfied, whichever is earlier. All terms and conditions of the Rehabilitation Benefit will apply to Rehabilitative Employment due to Substance Abuse.

"Substance Abuse" means the pattern of pathological use of a Substance which is characterized by:

- (1) impairments in social and/or occupational functioning;
- (2) debilitating physical condition;
- (3) inability to abstain from or reduce consumption of the Substance; or
- (4) the need for daily Substance use for adequate functioning.

"Substance" means alcohol and those drugs included on the Department of Health, Retardation and Hospitals' Substance Abuse list of addictive drugs, except tobacco and caffeine are excluded.

A Substance Abuse Rehabilitation Program means a program supervised by a Physician or a licensed rehabilitation specialist approved by us.

**PRE-EXISTING CONDITIONS:** Benefits will not be paid for a Total Disability:

- (1) caused by;
- (2) contributed to by; or
- (3) resulting from;

a Pre-existing Condition unless you have been Actively at Work for one (1) full day following the end of twelve (12) consecutive months from the date you became insured.

With respect to persons insured prior to January 1, 2020: Benefits above a Maximum Monthly Benefit of \$7,000 will not be paid for a Total Disability:

- (1) caused by;
- (2) contributed to by; or
- (3) resulting from;

a Pre-existing Condition unless you have been Actively at Work for one (1) full day following the end of twelve (12) consecutive months from January 1, 2020.

The three (3) month period referenced in the definition of Pre-existing Condition shall be the three (3) months just before January 1, 2020 (with respect to the increased Maximum Monthly Benefit) in lieu of the three (3) months immediately prior to your effective date of insurance.

# CONTINUITY OF INSURANCE COVERAGE PROVISION

Continuity of insurance coverage will be allowed for you if you would not be entitled to full coverage under the Policy upon changing carriers due to:

- (1) failure to be Actively at Work on the effective date of the Policy with respect to the Participating Unit; or
- (2) a Pre-existing Conditions Limitation.

This provision will apply only if you were insured under:

- (1) the prior carrier's policy on its termination date; or
- (2) any policy of a later acquired employer which changed insurance carriers.

**EFFECT OF FAILURE TO BE ACTIVELY AT WORK:** This provision allows insurance to be granted under the Policy to you if you were Totally Disabled on or after the Effective Date of the Policy, with respect to the Participating Unit.

The insurance will be that provided under the prior carrier's policy. This insurance is subject to premium payment. The insurance we will pay is the benefit the prior carrier would have paid under their policy reduced by any amount for which the prior carrier is liable.

Insurance provided under this provision will end upon the earliest of:

- the date the insurance would end according to the Termination of Your Insurance provision;
- (2) the date you return to Active Work and become insured under the Policy; or
- (3) the end of any period of extension or accrued liability under the prior carrier's policy.

**EFFECT OF A PRE-EXISTING CONDITIONS LIMITATION:** The following will apply to you if you are Actively at Work and insured under the Policy when a Pre-existing Condition is involved:

- (1) if you have satisfied the Policy's Pre-Existing Conditions Limitation, then you will be paid according to the Policy;
- (2) if you cannot satisfy the Policy's Pre-existing Conditions Limitation, we will then apply the prior carrier's Pre-existing Conditions Limitation. If you satisfied the prior carrier's Preexisting Conditions Limitation, giving consideration towards continuous time insured under both policies, then you will be paid according to the prior carrier's policy; or

- (3) if you cannot satisfy the Pre-existing Conditions Limitation of:
  - (a) the Policy; and
  - (b) that of the prior carrier;

then no benefit will be paid.

When you have satisfied the Pre-existing Conditions Limitation under the Policy, even if during a period of Recurrent Disability, then the Monthly Benefit will be paid according to the Policy.

#### SPECIFIC INDEMNITY BENEFIT

If you suffer any one of the Losses listed below from an accident resulting in an Injury, we will pay a guaranteed minimum number of Monthly Benefit payments, as shown below. However:

- (1) the Loss must occur within one hundred and eighty (180) days; and
- (2) you must live past the Elimination Period.

#### For Loss of:

#### Number of Monthly Benefit Payments:

Both Hands Both Feet Entire Sight in Both Eyes Hearing in Both Ears Speech One Hand and One Foot One Hand and Entire Sight in One Eye One Foot and Entire Sight in One Eye One Arm One Leg One Hand One Hand	. 46 Months . 46 Months . 46 Months . 46 Months . 46 Months . 46 Months . 35 Months . 35 Months . 23 Months
One Hand One Foot Entire Sight in One Eye Hearing in One Ear	23 Months 23 Months 15 Months
5	

"Loss(es)" with respect to:

- (1) hand or foot, means the complete severance through or above the wrist or ankle joint;
- (2) arm or leg, means the complete severance through or above the elbow or knee joint; or
- (3) sight, speech or hearing, means total and irrecoverable Loss thereof.

If more than one (1) Loss results from any one accident, payment will be made for the Loss for which the greatest number of Monthly Benefit payments is provided.

The amount payable is the Monthly Benefit, as shown on the Schedule of Benefits page, with no reduction from Other Income Benefits. The number of Monthly Benefit payments will not cease if you return to Active Work. If death occurs after we begin paying Monthly Benefits, but before the Specific Indemnity Benefit has been paid according to the above schedule, the balance remaining at time of death will be paid to your estate, unless a beneficiary is on record with us under the Policy.

Benefits may be payable longer than shown above as long as you are still Totally Disabled, subject to the Maximum Duration of Benefits, as shown on the Schedule of Benefits page. We will pay a benefit to your Survivor when we receive proof that you died while:

- (1) you were receiving Monthly Benefits from us; and
- (2) you were Totally Disabled for at least ninety-one (91) consecutive days.

The benefit will be an amount equal to 3 times your last Monthly Benefit. The last Monthly Benefit is the benefit you were eligible to receive right before your death. It is not reduced by wages earned while in Rehabilitative Employment.

A benefit payable to a minor may be paid to the minor's legally appointed guardian. If there is no guardian, at our option, we may pay the benefit to an adult that has, in our opinion, assumed the custody and main support of the minor. We will not be liable for any payment we have made in good faith.

"Survivor" means your spouse; or a civil union partner or domestic partner where legally recognized under applicable state law. If the spouse, civil union partner or domestic partner dies before you, or if you were legally separated or the civil union or domestic partnership was no longer in effect, then your natural, legally adopted children, step-children, or children of a civil union or domestic partnership who are under age twenty-five (25) will be the Survivors. If there are no eligible Survivors, payment will be made to your estate, unless a beneficiary is on record with us under the Policy.

## WORK INCENTIVE BENEFIT

During the first twelve (12) months of Rehabilitative Employment during which a Monthly Benefit is payable, we will not offset earnings from such Rehabilitative Employment until the sum of:

- (1) the Monthly Benefit prior to offsets with Other Income Benefits; and
- (2) earnings from Rehabilitative Employment;

exceed 100% of your Covered Monthly Earnings. If the sum above exceeds 100% of Covered Monthly Earnings, our Benefit Amount will be reduced by such excess amount until the sum of (1) and (2) above equals 100%.

## CHILD CARE BENEFIT

We will allow a Child Care Benefit if:

- (1) you are receiving benefits under the Work Incentive Benefit;
- (2) your Child(ren) is (are) under 14 years of age;
- (3) the child care is provided by a non-relative; and
- (4) the charges for child care are documented by a receipt from the caregiver, including social security number or taxpayer identification number.

During the twelve (12) month period in which you are eligible for the Work Incentive Benefit, an amount equal to actual expenses incurred for child care, up to a maximum of \$250 per month, will be added to your Covered Monthly Earnings when calculating the Benefit Amount under the Work Incentive Benefit.

Child(ren) means: your unmarried child(ren), including any foster child, adopted child, step-child, or child of a civil union or domestic partnership where legally recognized under applicable state law who resides in your home and is financially dependent on you for support and maintenance.

#### EXTENSION OF COVERAGE UNDER THE FAMILY AND MEDICAL LEAVE ACT AND UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

#### Family and Medical Leave of Absence:

We will continue your coverage in accordance with the Participating Unit's policies regarding leave under the Family and Medical Leave Act of 1993, as amended, or any similar state law, as amended, if:

- (1) the premium for you continues to be paid during the leave; and
- (2) the Participating Unit has approved your leave in writing and provides a copy of such approval within thirty-one (31) days of our request.

As long as the above requirements are satisfied, we will continue coverage until the later of:

- (1) the end of the leave period required by the Family and Medical Leave Act of 1993, as amended; or
- (2) the end of the leave period required by any similar state law, as amended.

#### Military Services Leave of Absence:

We will continue your coverage in accordance with the Participating Unit's policies regarding Military Services Leave of Absence under USERRA if the premium for you continues to be paid during the leave.

As long as the above requirement is satisfied, we will continue coverage until the end of the period required by USERRA.

The Policy, while coverage is being continued under the Military Services Leave of Absence extension, does not cover any loss which occurs while on active duty in the military if such loss is caused by or arises out of such military service, including but not limited to war or any act of war, whether declared or undeclared.

While you are on a Family and Medical Leave of Absence for any reason other than your own illness, injury or disability or Military Services Leave of Absence you will be considered Actively at Work. Any changes such as revisions to coverage due to age, class or salary changes, as applicable, will apply during the leave except that increases in the amount of insurance, whether automatic or subject to election, will not be effective if you are not considered Actively at Work until you have returned to Active Work for one (1) full day.

A leave of absence taken in accordance with the Family and Medical Leave Act of 1993 or USERRA will run concurrently with any other applicable continuation of insurance provision in the Policy.

Your coverage will cease under this extension on the earliest of:

- (1) the date the Policy terminates; or
- (2) the end of the period for which premium has been paid for you; or
- (3) the date such leave should end in accordance with the Participating Unit's policies regarding Family and Medical Leave of Absence and Military Services Leave of Absence in compliance with the Family and Medical Leave Act of 1993, as amended and USERRA. Coverage will not be terminated if you become Totally Disabled during the period of the leave and are eligible for benefits according to the terms of the Policy. Any Monthly Benefit which becomes payable will be based on your Covered Monthly Earnings immediately prior to the date of Total Disability.

Should the Participating Unit choose not to continue your coverage during a Family and Medical Leave of Absence and/or Military Services Leave of Absence, your coverage will be reinstated.

# EXTENDED DISABILITY BENEFIT

We will pay an Extended Disability Benefit to you if you:

- (1) meet all the requirements of Total Disability of the Policy; and
- (2) are receiving a Total Disability Benefit under the Policy that will be exhausted because the Maximum Duration of Benefits has ended; and
- (3) are unable to function without another person's Direct Assistance or verbal direction due to:
  - (a) an inability to perform at least two Activities of Daily Living (ADL) as defined; or
  - (b) Cognitive Impairment as defined; and
- (4) are either:
  - (a) confined as an Inpatient in a Skilled Nursing Home, Rehabilitation Facility or Rehabilitative Hospital in which patients receive care from licensed medical professionals; or
  - (b) receiving Home Health Care or Hospice Care; and
- (5) make a Written Request for this benefit within thirty (30) days after the Maximum Duration of Benefits has ended.

The Extended Disability Benefit:

- (1) will be an amount equal to 85% of the Monthly Benefit after offsets with Other Income Benefits which was payable prior to you qualifying for the Extended Disability Benefit up to a maximum of \$5,000 per month; and
- (2) is payable for a maximum of sixty (60) months measured from the date that the Maximum Duration of Benefits has ended.

# **Definitions**:

"Activities of Daily Living (ADL)" means:

- Bathing the ability to wash oneself in the tub or shower or by sponge bath from a basin without Direct Assistance;
- (2) Dressing the ability to change clothes without Direct Assistance, including fastening and unfastening any medically necessary braces or artificial limbs;
- (3) Eating/Feeding the ability to eat without Direct Assistance, once food has been prepared and made available;
- (4) Transferring the ability to move in and out of a chair or bed without

Direct Assistance, except with the aid of equipment (including support and other mechanical devices); and

(5) Toileting - the ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene and to adjust clothing without Direct Assistance.

"Cognitively Impaired" and "Cognitive Impairment" means your confusion or disorientation due to organic changes in the brain resulting in a deterioration or loss in intellectual capacity as confirmed by cognitive or other tests satisfactory to us.

"Direct Assistance" means you require continuous help or oversight to be able to perform the Activity of Daily Living (ADL).

"Home Health Care" means medical and non-medical services, provided in your residence due to Injury or Sickness, including: visiting nurse services; physical, respiratory, occupational or speech therapy; nutritional counseling; and home health aide services. Home Health Care services must be: (1) prescribed by and provided under the supervision of a Physician; and (2) rendered by a licensed home health care provider who is not a member of your immediate family. Home Health Care does not include: homemaker, companion and home delivered meals services; nor informal care services provided by your family members.

"Hospice Care" means a program of care which coordinates the special needs of a person with a Terminal Illness. Hospice Care must be: (1) prescribed by and provided under the supervision of a Physician; and (2) rendered by a licensed hospice care provider who is not a member of your immediate family.

"Inpatient" means a person confined in a Skilled Nursing Home, Rehabilitation Facility or Rehabilitative Hospital, for whom a daily room and board charge is made.

"Pre-existing Condition" means with respect to the Extended Disability Benefit only, any Sickness or Injury for which you received medical treatment, consultation, care or services, including diagnostic procedures, or took prescribed drugs or medicines, during the three (3) months immediately preceding your effective date of insurance.

"Rehabilitation Facility or Rehabilitative Hospital" means any facility or Hospital that is licensed in the state in which it is operating to provide rehabilitation services, therapy or retraining to you to enable you to walk, communicate, and/or function as a member of society. "Skilled Nursing Home" means a facility or part of a facility that is licensed or certified in the state in which it is operating to provide Skilled Nursing Care.

"Skilled Nursing Care" means that level of care which:

- (1) requires the training and skills of a Registered Nurse;
- (2) is prescribed by a Physician;
- (3) is based on generally recognized and accepted standards of health care by the American Medical Association; and
- (4) is appropriate for the diagnosis and treatment of your Sickness or Injury.

"Terminal Illness" means a Sickness or physical condition that is certified by a Physician in a written statement, on a form prescribed by us, to reasonably be expected to result in death in less than twelve (12) months.

"Written Request" means a request made, in writing, by you to us.

Pre-existing Conditions Limitation:

With respect to the Extended Disability Benefit only, benefits will not be paid for a Total Disability:

- (1) caused by;
- (2) contributed to by; or
- (3) resulting from;

a Pre-existing Condition unless you have been Actively at Work for one (1) full day following the end of twelve (12) consecutive months measured from your effective date of insurance with us.

No benefits will be paid under the Extended Disability Benefit if your Total Disability occurred before your effective date of insurance with us.

The Extended Disability Benefit will cease to be payable on the earliest of the following dates:

- (1) the date you die; or
- (2) the date you no longer meet the requirements of Total Disability of the Policy; or
- (3) the date you:
  - (a) are no longer confined as an Inpatient in a Skilled Nursing Home, Rehabilitative Facility or Rehabilitation Hospital; or

(b) are no longer receiving Home Health Care or Hospice Care; or

- (4) the date you are no longer considered Cognitively Impaired; or
- (5) the date you are no longer unable to perform at least two Activities of Daily Living (ADL); or
- (6) the date you receive your 60th monthly Extended Disability Benefit payment.

The Extended Disability Benefit will not be payable for Total Disability which is caused by or results from conditions for which Monthly Benefits are specifically limited by the Policy such as Mental or Nervous Disorders, alcoholism, drug addiction, or other Substance Abuse, musculoskeletal and connective tissue disorders, chronic fatigue syndrome, Environmental Allergic or Reactive Illness, or Self-Reported Conditions.

If the Policy contains a Survivor Benefit, Activities of Daily Living Benefit (ADL), Catastrophic Care Benefit, Supplemental Pension Benefit, Living Benefit, Cost of Living Benefit or a Conversion Privilege, such benefits are not applicable when receiving benefits under the Extended Disability Benefit.

#### **REHABILITATION BENEFIT**

"Rehabilitative Employment" means work in any gainful occupation for which your training, education or experience will reasonably allow. The work must be approved by a Physician or a licensed or certified rehabilitation specialist approved by us. Rehabilitative Employment includes work performed while Partially Disabled but does not include performing all the material duties of your Own Occupation on a full-time basis.

If you are receiving a Monthly Benefit because you are considered Totally Disabled under the terms of the Policy and are able to perform Rehabilitative Employment, we will continue to pay the Monthly Benefit less an amount equal to 50% of earnings received through such Rehabilitative Employment.

If you are able to perform Rehabilitative Employment when Totally Disabled due to Substance Abuse, we will continue to pay the Monthly Benefit less an amount equal to 50% of earnings received through such Rehabilitative Employment. This Monthly Benefit is payable for a maximum of twenty-four (24) consecutive months from the date the Elimination Period is satisfied.

You will be considered able to perform Rehabilitative Employment if a Physician or licensed or certified rehabilitation specialist approved by us determines that you can perform such employment.

# RELIANCE STANDARD LIFE INSURANCE COMPANY

# AMENDATORY RIDER

It is hereby understood and agreed that the Certificate to which this Rider is attached shall be amended by the addition of the following:

# Applicable to Vermont Residents Only

The following sections/provisions of the Certificate are amended to comply with Vermont law:

## 1. Schedule of Benefits section, Elimination Period provision.

The Elimination Period will be the lesser of the number of days shown on the Schedule of Benefits in the certificate or:

For Benefit Periods 2 years and greater: 365 days.

For Benefit Periods greater than 1 year but less than 2 years: 180 days.

#### 2. Limitations section, Mental or Nervous Disorders and/or Substance Abuse, if such limitations are included in the Certificate.

If the Certificate contains limitations in coverage for mental or nervous disorders and/or substance abuse, such limitations will not apply to Vermont residents. Coverage for these conditions will be treated the same as other conditions that may entitle you to full benefits.

# 3. Limitations section, Pre-existing Conditions, if such limitation is included in the Certificate.

The pre-existing condition provision time period in the definition of Pre-existing Condition shall be the lesser of the time period shown on the Limitations form in the Certificate or twelve (12) months.

The period of time during which you become Totally Disabled

due to a Pre-existing Condition and a benefit is not payable for such Total Disability is the lesser of the time period as shown in the certificate or twelve (12) months.

All other terms and conditions remain unchanged.

# RELIANCE STANDARD LIFE INSURANCE COMPANY

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Secretary

**Claim Procedures** 

#### CLAIM PROCEDURES FOR CLAIMS FILED WITH RELIANCE STANDARD LIFE INSURANCE COMPANY ON OR AFTER APRIL 1, 2018

#### **CLAIMS FOR BENEFITS**

For Group Life Insurance (if applicable), claims may be submitted by mailing the completed form along with any requested information to:

Reliance Standard Life Insurance Company Claims Department P.O. Box 8330 Philadelphia, PA 19101-8330

Claim forms are available from your benefits representative or may be requested by writing to the above address or by calling 1-800-644-1103.

For Group Long Term Disability Insurance (if applicable), claims may be submitted by mailing the completed form along with any requested information to:

Matrix Absence Management, Inc. 2421 W. Peoria Avenue Suite 200 Phoenix, AZ 85029-4940

Claim forms are available from your benefits representative or may be requested by writing to the above address or by calling 1-800-866-2301.

In the event of any *Adverse Benefit Determination* (defined below), the claimant (or their authorized representative) may appeal that *Adverse Benefit Determination* in accordance with the following procedures.

## TIMING OF NOTIFICATION OF BENEFIT DETERMINATION

#### Non-Disability Benefit Claims

If a non-disability claim is wholly or partially denied, the claimant shall be notified of the Adverse Benefit Determination within a reasonable period of time, but not later than 90 days after our receipt of the claim, unless it is determined that special circumstances require an extension of time for processing the claim. If it is determined that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the benefit determination is expected to be rendered.

Calculating time periods. The period of time within which a benefit determination is required to be made shall begin at the time a claim is filed, without regard to whether all the information necessary to make a benefit determination accompanies the filing.

#### Disability Benefit Claims

In the case of a claim for disability benefits, the claimant shall be notified of the Adverse Benefit Determination within a reasonable period of time. but not later than 45 days after our receipt of the claim. This period may be extended for up to 30 days, provided that it is determined that such an extension is necessary due to matters beyond our control and that notification is provided to the claimant, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which a decision is expected to be rendered. If, prior to the end of the first 30-day extension period, it is determined that, due to matters beyond our control, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the claimant is notified, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date by which a decision is expected to be rendered. In the case of any such extension, the notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the claimant shall be afforded at least 45 days within which to provide the specified information.

Calculating time periods. The period of time within which a benefit determination is required to be made shall begin at the time a claim is

filed, without regard to whether all the information necessary to make a benefit determination accompanies the filing. In the event that a period of time is extended due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

# MANNER AND CONTENT OF NOTIFICATION OF BENEFIT DETERMINATION

### Non-Disability Benefit Claims

A Claimant shall be provided with written notification of any Adverse Benefit Determination. The notification shall set forth, in a manner calculated to be understood by the claimant, the following:

- 1. The specific reason or reasons for the adverse determination;
- 2. Reference to the specific plan/policy provisions on which the determination is based;
- 3. A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary.

### Disability Benefit Claims

A claimant shall be provided with written notification of any Adverse Benefit Determination. The notification shall be set forth, in a manner calculated to be understood by the claimant, the following:

- 1. The specific reason or reasons for the adverse determination;
- 2. Reference to the specific plan/policy provisions on which the determination is based;
- A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
- 4. A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
  - a) The views presented by the claimant to the plan of health care professionals treating the claimant and vocational professionals who evaluated the claimant;
  - b) The views of medical or vocational experts whose advice was obtained on behalf of the plan in connection with a claimant's Adverse Benefit Determination, without regard to whether the advice was relied upon in making the benefit determination; and
  - c) A disability determination regarding the claimant presented by

the claimant to the plan made by the Social Security Administration;

- 5. Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the plan relied upon in making the adverse determination, or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the plan do not exist;
- 6. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant (defined below) to a claim for benefits; and
- 7. The notification shall be provided in a Culturally and Linguistically Appropriate (defined below) manner.

# APPEALS OF ADVERSE BENEFIT DETERMINATIONS

Appeals of Adverse Benefit Determinations may be submitted in accordance with the following procedures to:

Reliance Standard Life Insurance Company Quality Review Unit P.O. Box 8330 Philadelphia, PA 19101-8330

Non-Disability Benefit Claims

- Claimants (or their authorized representatives) must appeal within 60 days following their receipt of a notification of an Adverse Benefit Determination, and only one appeal is allowed;
- Claimants shall be provided with the opportunity to submit written comments, documents, records, and/or other information relating to the claim for benefits in conjunction with their timely appeal;
- Claimants shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits;
- 4. The review on (timely) appeal shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination;
- 5. No deference to the initial Adverse Benefit Determination shall be afforded upon appeal;
- The appeal shall be conducted by an individual who is neither the individual who made the (underlying) Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of such individual; and

 Any medical or vocational expert(s) whose advice was obtained in connection with a claimant's Adverse Benefit Determination shall be identified, without regard to whether the advice was relied upon in making the benefit determination.

# Disability Benefit Claims

- Claimants (or their authorized representatives) must appeal within 180 days following their receipt of a notification of an Adverse Benefit Determination, and only one appeal is allowed;
- Claimants shall be provided with the opportunity to submit written comments, documents, records, and/or other information relating to the claim for benefits in conjunction with their timely appeal;
- Claimants shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant (defined below) to the claimant's claim for benefits;
- 4. The review on (timely) appeal shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination;
- 5. No deference to the initial Adverse Benefit Determination shall be afforded upon appeal;
- The appeal shall be conducted by an individual who is neither the individual who made the (underlying) Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of such individual;
- Any medical or vocational expert(s) whose advice was obtained in connection with a claimant's Adverse Benefit Determination shall be identified, without regard to whether the advice was relied upon in making the benefit determination;
- 8. In deciding the appeal of any Adverse Benefit Determination that is based in whole or in part on a medical judgment, the individual conducting the appeal shall consult with a health care professional:
  - (a) who has appropriate training and experience in the field of medicine involved in the medical judgment; and
  - (b) who is neither an individual who was consulted in connection with the Adverse Benefit Determination that is the subject of the appeal; nor the subordinate of any such individual.

# TIMING OF NOTIFICATION OF BENEFIT DETERMINATION ON REVIEW

#### Non-Disability Benefit Claims

The claimant (or their authorized representative) shall be notified of the benefit determination on review within a reasonable period of time, but not later than 60 days after receipt of the claimant's timely request for review, unless it is determined that special circumstances require an extension of time for processing the appeal. If it is determined that an extension of time for processing is required, written notice of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the determination on review is expected to be rendered.

Calculating time periods. The period of time within which a benefit determination on review is required to be made shall begin at the time an appeal is timely filed, without regard to whether all the information necessary to make a benefit determination on review accompanies the filing. In the event that a period of time is extended as above due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on review shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

#### Disability Benefit Claims

The claimant (or their authorized representative) shall be notified of the benefit determination on review within a reasonable period of time, but not later than 45 days after receipt of the claimant's timely request for review, unless it is determined that special circumstances require an extension of time for processing the appeal. If it is determined that an extension shall be furnished to the claimant prior to the termination of the initial 45-day period. In no event shall such extension exceed a period of 45 days from the end of the initial period. The extension of time and the date by which the determination on review is expected to be rendered.

Calculating time periods. The period of time within which a benefit determination on review is required to be made shall begin at the time an appeal is timely filed, without regard to whether all the information necessary to make a benefit determination on review accompanies the filing. In the event that a period of time is extended as above due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on review shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

# MANNER AND CONTENT OF NOTIFICATION OF BENEFIT DETERMINATION ON REVIEW

### Non-Disability Benefit Claims

A claimant shall be provided with written notification of the benefit determination on review. In the case of an Adverse Benefit Determination on Review, the notification shall set forth, in a manner calculated to be understood by the claimant, the following:

- 1. The specific reason or reasons for the adverse determination;
- 2. Reference to the specific plan/policy provisions on which the determination is based;
- 3. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant (defined below) to the claimant's claim for benefits.

### Disability Benefit Claims

A claimant must be provided with written notification of the determination on review. In the case of Adverse Benefit Determination on Review, the notification shall set forth, in a manner calculated to be understood by the claimant, the following:

- 1. The specific reason or reasons for the adverse determination;
- 2. Reference to the specific plan/policy provisions on which the determination is based;
- 3. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant (defined below) to the claimant's claim for benefits;
- 4. A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
  - The views presented by the claimant to the plan of health care professionals treating the claimant and vocational professionals who evaluated the claimant;

- b) The views of medical or vocational experts whose advice was obtained on behalf of the plan in connection with a claimant's Adverse Benefit Determination, without regard to whether the advice was relied upon in making the benefit determination; and
- c) A disability determination regarding the claimant presented by the claimant to the plan made by the Social Security Administration;
- Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the plan relied upon in making the adverse determination, or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the plan do not exist;
- A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant (defined below) to a claim for benefits; and
- 7. The notification shall be provided in a Culturally and Linguistically Appropriate (defined below) manner.

# REQUESTS CONCERNING ALLEGED VIOLATION OF THESE PROCEDURES

In the event that a claimant requests a written explanation of any alleged violation of these procedures, such explanation should be provided within 10 days, including a specific description of any basis for asserting that any violation should not cause any administrative remedies available under the plan to be exhausted (where applicable).

#### DEFINITIONS

The term "Adverse Benefit Determination" means any of the following: a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a participant's or beneficiary's eligibility to participate in a plan.

The term "Culturally and Linguistically Appropriate Manner" means:

- Oral language services (such as telephone customer assistance hotline) that includes answering questions in any Applicable Non-English Language and providing assistance with filing claims and appeals in any Applicable Non-English Language must be provided;
- A notice in any Applicable Non-English Language must be provided upon request; and
- A statement prominently displayed in any Applicable Non-English Language clearly indicating how to access the language services provided must be included in the English versions of all notices.

The term "Applicable Non-English Language" means:

With respect to an address in any United States county to which a notice is sent, a non-English language is an Applicable Non-English Language if ten percent or more of the population residing in the county is literate only in the same non-English language as determined in guidance published by the United States Secretary of Health and Human Services.

The term "us" or "our" refers to Reliance Standard Life Insurance Company.

The term "Relevant" means:

A document, record, or other information shall be considered relevant to a claimant's claim if such document, record or other information:

- Was relied upon in making the benefit determination;
- Was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record or other information was relied upon in making the benefit determination;
- Demonstrates compliance with administrative processes and safeguards designed to ensure and to verify that benefit claim determinations are made in accordance with governing plan documents and that, where appropriate, the plan provisions have been applied consistently with respect to similarly situated claimants; or
- In the case of a plan providing disability benefits, constitutes a statement of policy or guidance with respect to the plan concerning the denied benefit of the claimant's diagnosis, without regard to whether such advice or statement was relied upon in making the benefit determination.

The term "Reliance Standard Life Insurance Company" means Reliance Standard Life Insurance Company and/or its authorized claim administrators.

# **IRELIANCE STANDARD** LIFE INSURANCE COMPANY

A MEMBER OF THE TOKIO MARINE GROUP

Home Office: Schaumburg, Illinois Administrative Office: Philadelphia, Pennsylvania

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