

The Franklin County School Board ("School Board") solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. This proposal must be submitted to The Franklin County School Board, Purchasing Department, 85 School Road, Suite One, Eastpoint, Florida 32328, no later than **10:00 A.M.** local time on **November 28, 2018** and plainly marked RFP No. **2018-203**. Proposals are due and will be opened at this time.

REQUIRED SUBMITTAL CHECKLIST - For each item below, insert bidder Authorized Agent initials verifying that forms are accurately completed, signed by an officer of the business and returned with the bid. Failure to provide all requested documents may result in your proposal being declared non-responsive.

	Bidder Acknowledgement Form	_	Customer Reference (Exhibit D)
	Dispute Contact – pg. 6, item 22	_	Vendor Questionnaire (Exhibit E)
_	Product Line Statement of Benefits and Premium Proposals		
_	Proposal Response – Section VI, pg. 14	_	Drug Free Workplace Certification (Exhibit F)
	Conflict of Interest Certificate (Exhibit A)		Certification Regarding Debarment (Exhibit G)
_	Vendor Application (Exhibit B)		Sworn Statement / Jessica Lunsford Act (Exhibit H)
	Request for Taxpayer ID Number & Certification (Exhibit C)		Affidavit For Claiming Local Purchasing Preference (Exhibit I)

THE FOLLOWING MUST BE COMPLETED, SIGNED AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

Authorized Representative's Name/Title	Authorized Representative's Signature		Date
Company's Name	Telephone Number	FAX N	Number
Address	City	State	Zip Code
Area Representative	Telephone Number	FAX Num	nber
Federal Employer's Identification Number (FEIN)	Email		

Signature of Authorized Officer/Agent:

Typed or Printed Name

(Proposal must be signed by an officer or employee having authority to legally bind the bidder)

I certify that I have not divulged, discussed, or compared this proposal with any other Proposers and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this contract. I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

By signing and submitting this proposal I certify that I am authorized to sign this proposal for this vendor and further certify unconditional acceptance of the contents of this RFP, all Attachments, Worksheets, Appendices, Supplemental Materials, and the contents of any Addendum released hereto.

NO RESPONSE – I HEREBY SUBMIT THIS AS A "NO RESPONSE" FOR THE REASON(S) CHECKED BELOW

Remove our name from this bid list only	Insufficient tir	me to respond to t	he RFP 🛛 Could not meet insurance requirements
□ Keep our company on bid list for future bids	Could not me	et specifications	Our product schedule would not permit us to perform
\Box We do not offer the product or service reques	ted. 🗌 Other		

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Plan Benefit Summary and Census (Attached as Page 1 -95)	EXHIBIT K

BID IDENTIFICATION LABEL

NOTICE TO ALL BIDDERS: A label has been provided to properly identify your bid. Place the bid in a sealed envelope, type the name and address of the bidder on the label and affix the label to the front of the envelope.

The School Board Purchasing office is open from 8:00 a.m. - 4:00 p.m. Monday through Friday. If you are hand delivering a proposal, a Purchasing representative will be available to time/date stamp your submittal during these hours.

Cut out the label below and attach it to your envelope.

Seal	ed Bid – DO NOT OPEN	Sealed Bid – DO NOT OPEN
Bid Title: Bid No.: Bids Due:	Group Life and Employee Volunta 2018-203 November 28, 2018 @ 10:00 A.M.	
From: _		
Address: _		
- Deliver To:	Franklin County Schools Purchasing Department 85 School Road, Suite One	
	Eastpoint, Florida 32328	
Seal	ed Bid – DO NOT OPEN	Sealed Bid – DO NOT OPEN

I. GENERAL TERMS AND CONDITIONS

1. INTRODUCTION. The Franklin County School Board (the Board) is soliciting proposals for the purpose of identifying qualified companies to provide group life insurance and employee voluntary products, all in accordance with Conditions, Specifications, and/or Special Provisions attached hereto.

2. SCHOOL BOARD CONTACT: All questions for additional information regarding this RFP must be directed to the designated Purchasing Agent noted on the title page.

All contact and requests for clarifications should be submitted via e-mail to: svenable@franklin.k12.fl.us no later than November 26, 2018. Responses will be distributed no later than November 27, 2018.

Prospective bidders shall not contact any member of the Franklin County School Board, Superintendent or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your proposal.

3. DEFINITIONS: The term "Bidder" as used within this Request for Proposal (RFP) refers to the person, company or organization responding to this RFP. The Bidder is responsible for understanding and complying with the terms and conditions herein. The term "School Board" refers to the School Board of Franklin County, Florida.

4. BIDDER'S RESPONSIBILITY: It is the responsibility of the bidder to obtain all pages of the RFP package and all attachments thereto, together with any addenda to the RFP package that may be issued prior to the RFP due date. RFP package and addenda as well as general information can be found at

https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=f15301dcb9da-411c-a316-04a41c93255f.

Before submitting their Bid, each bidder is required to carefully examine the RFP specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this request. Ignorance on the part of the bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this RFP.

5. AWARD: In the event of contract award, this contract shall be awarded all or none to the responsible and responsive bidder(s) whose bid is determined to be the most advantageous to the District, taking into consideration price, product quality, and other requirements as set forth in this RFP. Low cost proposal is but one of the evaluation parameters and does guarantee contract award. The awarded contractor(s) understands and agrees that the contract shall not be construed as an exclusive agreement and further agrees that the District may secure identical and/or similar services or products from other sources at any time in conjunction with or in replacement of the contractor's services.

Once proposals are evaluated, the Purchasing Department will post a Notice of Intent to Award by electronic posting at

https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=f15301dcb9da-411c-a316-04a41c93255f on or about **November 28, 2018** for a period of 72 hours or three business days, whichever is later. Failure to file a protest within the time prescribed in section 120.57 (3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

It is anticipated that a recommendation for award will be presented to the School Board for consideration at its **December 17, 2018** meeting.

6. ORIGINAL AND RENEWAL TERM: Unless otherwise indicated in the detailed specifications the award resulting from this RFP shall be in effect for nineteen (19) months and will begin after school board approval, on or about December 18, 2018 through June 30, 2021. The award resulting from this RFP (or any portion thereof) has the option of being renewed for three (3) additional years through June 30, 2024, or extended for a period of up to 180 days beyond the current term, including the final term, upon

mutual agreement of both parties, under the same terms and conditions as the original award. The School Board, through its Purchasing Department, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by The School Board. The Bidder agrees to these conditions by signing this proposal.

7. RESERVATION FOR REJECTION OR AWARD: The School Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The School Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the School Board.

8. CONTRACT: The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the School Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this RFP. The RFP and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the School Board. Unless otherwise stipulated in the RFP documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

9. FIRM OFFER: Any proposal may be withdrawn until the date and time set for the opening of the RFP. Any proposal not so withdrawn shall constitute an irrevocable offer to provide the School Board the services/products set forth in this RFP. Such offer shall be held open for a period of sixty (60) days from RFP opening date or until one of the bids has been awarded by the School Board.

10. CONFIDENTIALITY: Bidders shall be aware that all proposals provided with a RFP are subject to public disclosure and will not be afforded confidentiality with the exception of "sealed" financial statements.

11. PUBLIC RECORDS LAW: Pursuant to Florida Statutes Chapter 119.071(1), proposals received as a result of this RFP will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all proposal documents or other materials submitted by all bidders in response to this RFP will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its proposal is exempt or confidential from disclosure under Florida's public records, the burden shall be on the bidder to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida's public records laws and also timely provide a certified copy of such protective order to the School Board prior to the School Board's release of such information into the public domain.

12. USE OF OTHER CONTRACTS: The School Board reserve the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other City or County governmental agencies, any other School Board, any other Community College/State University system, any cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this RFP. If it is in the best interest to do so. The School Board also reserves the right to separately bid any single order or to purchase any item on this RFP if it is in its best interest to do so.

13. JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT: All bidders submitting a response to this RFP agree that such response also constitutes a proposal to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this RFP, should the bidder(s) deem it in the best interest of their business to do so. This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16) (a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

The purchasing agreements and state term contracts available under s. 287.056 have been reviewed.

14. RFP PREPARATION COSTS: Neither the School Board nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP.

15. BID BONDS AND PERFORMANCE BONDS: Bid bonds, **when required** shall be submitted with the bid in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful bidders. After Acceptance of a bid, the School Board will notify the successful bidder to submit a recorded payment and performance bond in the amount specified in the detailed specifications.

16. RFP OPENING AND FORM: Proposal openings will be public on the date and time specified on the Bidder's Acknowledgement Form. All Proposals received after the time indicated will be rejected as non-responsive and returned unopened to sender. Proposals by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The School Board is not responsible for lost or late delivery of Bids by the U.S. Postal Service or other delivery services used by the Bidder.

17. CLARIFICATIONS AND INTERPRETATIONS: The School Board reserves the right to allow for clarification of questionable entries, and for the bidder to withdraw items with obvious mistakes. In the event of a conflict between the General Bid Terms and Conditions and any Special terms and Conditions attached hereto, the Special Terms and Conditions shall have precedence. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least five workdays prior to the opening date of the proposal. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this RFP. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The School Board will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be made available at least five workdays prior to the opening date at

https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=f15301dcb9da-411c-a316-04a41c93255f. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.

18. EVALUATION CRITERIA: Primary factors used to decide the award hereunder will be price, availability and responsiveness. Other factors that may be used in the evaluation of this RFP will be: (1.) administrative costs incurred by the School Board in association with the discharge of any subsequent award; (2.) alternative payment terms; (3.) Bidder's past performance. The School Board reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School Board has sole discretion in determining

testing and evaluation methods.

19. DEFAULT: In the event that the awarded bidder should breach this contract, the School Board reserves the right to seek all remedies in law and/or in equity.

20. FUNDING OUT/CANCELATION OR TERMINATION WITH OR WITHOUT CAUSE:

- A. WITH CAUSE: In the event any of the provisions of the Contract are violated by the bidder, the Superintendent or designee shall give written notice to the bidder stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the School Board or its designee for immediate cancellation. Upon cancellation, hereunder the School Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.
- **B. WITHOUT CAUSE:** The School Board or its designee reserves the right to terminate any contract resulting from this RFP at any time and for no reason whatsoever, upon giving 30 days prior written notice to the bidder. If the Contract should be terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said Contract. The School Board or its designee shall only be required to pay to the successful bidder that amount of the Contract actually performed to the date of termination.
- **C. FUNDING OUT:** Florida School Laws prohibit the School Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts. It is necessary that fiscal funding out provisions be included in all RFPs in which the terms are for periods of longer than one year. Therefore, the following funding out provisions are an integral part of this RFP and must be agreed to by all bidders:

The School Board or its designee may, during the contract period, terminate or discontinue the items covered in this RFP for lack of appropriated funds upon the same terms and conditions.

Such prior written notice will state:

- 1. That the lack of appropriated funds is the reason for termination, and
- 2. School Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by the equipment covered in this RFP from another vendor in the succeeding funding period.

"This written notification will thereafter release the School Board of Franklin County, Florida of all further obligations in any way related to such products covered herein".

21. TIE BID: According to FS 287.087, tie bid preference shall be awarded to Bidders with Drug Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both Bidders have a Drug Free Work Place, preference shall be awarded in the following order: Local Vendors as specified in School Board Policy 6450. If both Bidders meet all requirements, according to standard purchasing practice, the Director of Purchasing will flip a coin to break the tie. Bidder's company name closest to the letter "A" will always be assigned heads in the coin toss.

22. DISPUTE: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties. In the event a dispute occurs, or a clarification of contract terms becomes necessary, *please indicate your*

company representative for arbitration proceedings.

Representative's Name:

Telephone Number:

Our School Board Representatives will be:

Mrs. Barbara Sanders Sanders and Duncan, P.A. (850) 653-8976

23. PROTESTING BID SPECIFICATIONS: Any person desiring to protest the conditions/specifications in this RFP or any Addenda thereto, shall file a written notice of protest within 72 hours after receipt of the RFP or Addendum and shall file a formal written protest within ten days after the date the notice of protest was filed. Saturdays, Sundays and legal holidays or days during which the School Board administration is closed shall be excluded in the computation of the 72 hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday, or day during which the School Board administration is closed.

Failure to file a protest within the time prescribed in section 120.57 (3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes and School Board Policy 6326. Failure to follow any other requirements in the bid protest procedures established by the School Board of Franklin County, Florida shall constitute a waiver of all protest rights.

24. PROTESTS TO CONTRACT AWARD: The School Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the Purchasing Department's website at https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=f15301dcb9da-411c-a316-04a41c93255f. Any person desiring to protest the intended decision shall file a written notice of protest, within 72 hours after the official posting in the Purchasing Department office of the Notice of Intent to Award concerning this RFP, and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays, legal holidays and days during which the School Board administration is closed shall be excluded in the computation of the 72-hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or day during which the School Board administration is closed. Section 120.57(3) (b), Florida Statutes, states that "the formal written protest shall state with particularity the facts and law upon which the protest is based." Any person who files an action protesting an intended award shall post with the Purchasing Department, at the time of filing the formal written protest, a bond payable to the Franklin County School Board consistent with F.A.C. Rule 28-110.005(2), and School Board Policy 6326. The bond shall be conditioned upon the payment of all costs which may be adjudged against protester in an Administrative hearing in which the action is brought and any subsequent appellate court proceeding. For the purpose of calculating a protest bond, this contract is valued at approximately \$68,000. This is only an estimate and actual volume could vary up or down. Failure to file a notice of protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Policy 6326.

25. GOVERNING LAW AND VENUE: All legal proceedings brought in connection with this contract shall only be brought in a state or federal court located in the state of Florida. Venue in state court shall be in Franklin County, Florida. Venue in federal court shall be in the United States District Court, Northern District of Florida, Tallahassee division. Each party hereby agrees to submit to the personal jurisdiction of these

courts for any lawsuits filed there against such party arising under or in connection with this contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of nonjury trial for the adjudication of such suit. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

26. COMPLIANCE WITH STATE/FEDERAL REGULATIONS: All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Section 80.36(I) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The bidder certifies by signing the RFP that the bidder and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the School Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the Bidder shall immediately notify the Director of Purchasing, in writing. Bidders will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three (3) years after the School Board makes final payment.

For all contracts involving Federal funds in excess of \$10,000, the School Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the Bidder.

27. COMPLIANCE WITH SCHOOL CODE: Bidder agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists and further as it may be amended from time to time. Further, Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Contract and may result in the termination of this Contract by the School Board.

28. NONDISCRIMINATION NOTIFICATION AND CONTACT INFORMATION:

No person shall on the basis of gender, marital status, sexual orientation, race, religion, national origin, age, color, pregnancy or disability be denied employment, receipt of services, access to or participation in school activities or programs if qualified to receive such services, or otherwise be discriminated against or placed in a hostile environment in any educational program or activity including those receiving federal financial assistance, except as provided by law." No person shall deny equal access or a fair opportunity to meet to, or discriminate against, any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code as a patriotic society.

An employee, student, parent or applicant alleging discrimination with respect to employment, or any educational program or activity may contact:

Karen Peddie Equity Coordinator and Title IX Compliance Officer Franklin County School District 85 School Road, Suite One, Eastpoint, Florida 32328 (850) 670-2810 / kpeddie@franklin.k12.fl.us

A student or parent alleging discrimination as it relates to Section 504 of the Rehabilitation Act may contact:

Dr. Sue Summers, 504 Specialist Franklin County School District 85 School Road, Suite One, Eastpoint, FLORIDA 32328 (850) 670-2810 / summers@franklin.k12.fl.us

29. LOCAL PREFERENCE: This RFP is subject to the local preference Page 6 of 30 provisions as specified in School Board Policy 6450.

30. FLORIDA PREFERENCE: This RFP is subject to §287.084 Florida Statutes, which requires, among other things, the following: "A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." Any bidder, regardless of whether its principal place of business is located inside or outside of this state, who submits any written bid, proposal or reply documents is responsible for understanding and complying with the requirements of §287.084 Florida Statutes.

31. CHARTER SCHOOLS: Items or services awarded under this contract shall be made available to Charter Schools approved by the School Board. The School Board is not responsible or liable for purchases that may be made by Charter Schools.

II. LICENSURE, INSURANCE AND LIABILITY

1. OCCUPATIONAL LICENSE: The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Franklin County or the State of Florida.

2. WORKER'S COMPENSATION: Bidders shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of his employees employed on the project. In case any work is sublet, bidder shall require subcontractors similarly to provide Workers' Compensation Insurance.

3. LIABILITY: Where bidders are required to enter or go onto School Board property to deliver materials, perform work or provide services as a result of a RFP award, the bidder assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions.

4. INSURANCE AND INDEMNIFICATION: This General Condition is NOT subject to negotiation and any Bidder submitting a proposal that fails to accept these conditions will be rejected as "non-responsive", unless bidder is entitled to sovereign immunity by action of the Florida Legislature. Each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence to the extent allowable pursuant to Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the School Board. Nothing herein shall be construed as consent by the School Board to be sued by third parties in any matter arising out of any contract. Bidder shall hold harmless and defend the School Board and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the School Board by an employee of the named Bidder, any Subcontractor, or anyone directly or indirectly employed by any of them. The bidder's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the bidder's limit of, or lack of, sufficient insurance protection.

5. RISK OF LOSS: The bidder assumes the following risks: (1.) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2.) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3.) all risks of loss or damage to any property received by the bidder or held by the bidder or its suppliers for the account of the School Board, until such property has been delivered to the School

Board; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School Board, from the time of shipment thereof to bidder until redelivery thereof to the School Board.

6. PUBLIC ENTITY CRIMES: Pursuant to Florida Statute 287.133 a Bidder, person, or affiliate who has been placed on the convicted Vendors list following a conviction for a public entity crime may not submit a RFP on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

7. PATENTS AND COPYRIGHTS: Bidders agree to indemnify and save harmless the School Board, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this RFP, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

8. AUDITS, RECORDS, AND RECORDS RETENTION: REQUIRED PUBLIC RECORDS ACKNOWLEDGEMENT

To the extent Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract, Contractor will specifically:

- **A.** Keep and maintain public records required by FCSB to perform the service.
- B. Upon request from FCSB's custodian of public records, provide FCSB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- **C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Contractor does not transfer the records to FCSB.
- **D.** Upon completion of the Agreement, transfer, at no cost to FCSB, all public records in possession of the Contractor or keep and maintain public records required by FCSB to perform the service. If Contractor transfers all public records to FCSB upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FCSB, upon request of FCSB's custodian of public records, in a format that is compatible with the information technology systems of FCSB.
- E. The failure of the Contractor to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to FCSB.

PUBLIC RECORDS NOTICE

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, KAREN PEDDIE, AT KPEDDIE@FRANKLIN.K12.FL.US,

(850)670-2810, 85 SCHOOL ROAD, SUITE ONE, EASTPOINT, FLORIDA 32328.

III. GOODS AND SERVICES

1. WARRANTY: All goods and services furnished by the bidder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the bidder will take all necessary action, at bidder's expense, to correct such breach in the most expeditious manner possible.

2. PRICING: All pricing submitted will include all packaging, handling, shipping charges and delivery to any point within Franklin County, Florida to a secure area or inside delivery. <u>The School Board is exempt and does</u> not pay Federal Excise and State of Florida sales taxes.

3. PRICE ESCALATION: In the event of unforeseen circumstances that directly impact the pricing and/or servicing of this contract, the School Board reserves the right to negotiate the established bid price with the contractor at any time during the duration of this contract after completion of the initial contract term. Price negotiations will be at the sole discretion of the School Board.

The School Board may consider pricing increases of the bid item(s) if the following conditions occur:

- **A.** There is a verifiable price increase of the bid item(s) to the contract supplier.
- **B.** The contractor submits to the School Board, in writing, notification of price increases.
- **C.** The price increase shall be comparable to documented manufacturers' or distributors' price changes or changes in industry related indices.
- **D.** The contractor shall submit the above information to the Director of Purchasing thirty (30) calendar days prior to the effective date of the price increase. Requests for price increases may only be made after the first term of the contract.

When the contractor complies with the abovementioned conditions, the Director of Purchasing will review the information to determine if it is in the best interest of the School Board to adjust the pricing on the products proposal, in conjunction with the contractor's effective date of price increase. The School Board reserves the right to deny any requests for price increases. The contractor must receive written notification from the Director of Purchasing that the School Board is in acceptance of the new prices before processing any orders with the new costs.

4. QUANTITIES: Quantities listed in the RFP are estimates provided for bidder information purposes only. No guarantee is given or implied as to the exact quantities, which will be purchased from this RFP. The School Board reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the bid pricing or the terms and conditions of the RFP.

5. MOST FAVORED CUSTOMER STATUS: The awarded bidder shall afford the School Board the most favored customer status for all items herein. Accordingly, if during the term of this contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be immediately reduced to the lower price. Additionally, if a current state of Florida contract, or other viable piggyback contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded an opportunity to adjust its contract price to match that of the state of Florida contract. Should the contractor decline, FCSB reserves the right to purchase the item(s) from the state of Florida or alternate piggyback contract.

6. TERMS OF PAYMENT / INVOICING: The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and

contractor's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.

7. PURCHASING CARDS: The School Board may choose to use a "Purchasing Card" for ordering of goods and materials or payment of invoices under this contract. The bidder, by submitting a proposal, agrees to accept this manner of payment and may not add additional handling charges or service fees to purchases made with the School Board's Purchasing Card(s). Refusal to accept this condition may cause the proposal to be declared non-responsive, or result in revocation of the contract, if already awarded. No third party payment, i.e. Pay pal will be considered.

8. TRANSPORTATION AND TITLE: (1) Title to the goods will pass to the School Board upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School Board will not accept collect freight charges. (3) No premium carriers will be used for the School Board's account without prior written consent of the Director of Purchasing.

IV. BIDDER REQUIREMENTS

1. REFERENCES: Each Bidder is required to submit a list of three (3) customer references using the format on the attached "Customer Reference Form" Exhibit D. The Bidder must be the prime contractor for each customer/contract referenced. All references shall be for work performed over the last year at commercial, multi-residential developments and/or institutional complexes for contracts of comparable size. Newly formed companies, corporations, joint ventures; etc. may use an incorporator as a referenced entity. At least one contract/customer shall have been serviced for a minimum of one year. Failure to provide verifiable references may result in the bidder not being considered for award. Unsatisfactory references may result in the bidder not being considered for award.

2. LEVEL 2 SCREENING REQUIREMENTS: The following provisions, which implement the requirements of School Board Policy 8475, Florida Statute Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 are included as additional terms and conditions of the contract:

Finger Printing and Background Check:

The bidder/contractor agrees to comply with all requirements of School Board Policy 8475 and Florida Statute Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 by certifying that any/all employees have completed the mandatory background screenings as required by the referenced policy and statutes and shall provide the School Board with proof of compliance. These certifications will be provided to the Franklin County School Board, Safety & Security Department in advance of the Bidder/contractor providing any/all services as required herein. The Bidder/contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the School Board to maintain the fingerprints provided with respect to Bidder/contractor and its employees. Contractor agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Contractor's failure to comply with the requirements of these cited policies and statutes. The Bidder/contractor will follow procedures for obtaining employees background screening as established by the Franklin County School Board, Human Resources Department.

Where:	Franklin County School Board – Human Resources Department 85 School Road, Suite One Eastpoint, Florida 32328
When:	Monday-Friday 8:00 a.m. – 4:00 p.m.
Point of Contact:	Karen Peddie @ 850-670-2810

FCSB Policy 8475 is subject to review and change. As a provision of this contract, if awarded, any changes made to this policy will automatically become a part of and be incorporated in this contract. It is the responsibility of the awardee(s) to be aware of any changes that may occur.

3. RECIPROCITY OF FLORIDA SCHOOL I.D. BADGES: If contractor has a Level II clearance registered with another Florida School Board, they may be able to obtain a Franklin County School Board vendor I.D. badge. Contractor should check with the Human Resources Department Fingerprint Services office to verify clearance and obtain a vendor I.D. badge.

4. IDENTIFICATION: All personnel employed by the bidder, including any subcontractor and subcontractor's employees when applicable, shall display at all times an identification badge which shall include the employee's name, the employer's name and either a physical description or a photograph of the employee. Employees without proper identification shall not be permitted to work under the terms of this Agreement.

5. CONTACT WITH STUDENTS: No employees or independent contractors, material men, suppliers or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School Board. Bidder/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

6. WEAPONS AND FIREARMS: The School Board prohibits any contractor from possessing, storing, making, or using a weapon, including a concealed weapon, on School Board property and any setting that is under the control and supervision of the School Board as specified in School Board Policy 7217. Violations will be subject to the immediate termination of the contract.

7. SMOKING AND TOBACCO PRODUCTS: Smoking and the use of tobacco products are prohibited on school property, including all buildings and grounds. A fine may be assessed for the first offense and termination of the Agreement may be imposed for any second or additional offense.

8. ATTIRE: Proper attire shall be worn at all times.

- **A.** Shirts shall be worn awhile on school property at all times. (No tank tops or undershirts will be permitted).
- **B.** Clothing displaying nudity, obscene language, obscene symbols or pro-drug slogans is prohibited.
- **C.** Proper shoes to insure the individual's safety shall be worn at all times.

9. INSPECTIONS AND TESTING: The School Board will have the right to inspect and test any of the goods or services covered by this RFP. All goods or services are subject to the School Board's inspection and approval upon arrival or completion. If rejected, goods will be held for disposal at the bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the bidder from full responsibility for furnishing goods or services conforming to the requirements of this Bid or the Bid Specifications, and will not prejudice any claim, right, or privilege the School Board may have because of the use of defective or unsatisfactory goods or service. All deficiencies noted by the School Board will be submitted to the contractor for correction within ten (10) calendar days after submission of deficiencies to the contractor. An additional inspection of the goods or service may be conducted to insure corrective action was taken.

10. STOP WORK ORDER: The School Board may at any time, by written notice to the Bidder stop all or any part of the work for this contract award. Upon receiving such notice, the bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School Board may subsequently either cancel the stop work order

resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.

- A. Materials or work are not in conformance with applicable codes, standards, School Board specifications and/or accepted practices.
- **B.** The contractor's activities result in damage to School board property.
- **C.** The contractor's activities interfere with the normal operation of the facility.
- **D.** Contractor's personnel are not properly licensed to perform the work or as it pertains to school facilities, the contractor's personnel have not received their Level II background clearances.
- **E.** Any other condition, situation, or circumstance, which in the opinion of the School Board Authorized Representative would be a detriment to the best interests of the School Board if allowed to persist.

11. SAFETY: The bidder shall be responsible for instructing their employees in all safety measures. All equipment used by the bidder shall be free from defects or wear that may in any way constitute a hazard to any person or persons on School Board property. At no time shall equipment be operated without guards, shields, or other manufactures recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:

- **A.** All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
- **B.** All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
- **C.** The Bidder shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
- D. All incidents on campus involving School Board property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.
- E. All debris shall be removed to an environmentally approved landfill or recycling center.

12. EMERGENCIES: In any emergency affecting the safety of persons and property, the awarded contractor shall act immediately to prevent threatened damage, injury or loss. Any emergency must be reported to an authorized School Board representative immediately and no later than twenty-four (24) hours from the time that the emergency is discovered by the contractor.

13. DAMAGE TO SCHOOL BOARD OWNED PROPERTY: Any damage to property, equipment, grounds, buildings, etc. that is caused by the awarded contractor will be reported to the School Board within twentyfour (24) hours of discovery. The awarded contractor will have ten (10) working days after report to present its written response to the claimed damages. The awarded contractor, upon approval by an authorized School Board representative, may make repairs that are deemed within its capability. The School Board reserves the right to make immediate repairs to correct damages that are safety hazards or that pose a detrimental effect to the School Board's operations. Costs of any replacement or repairs made by the School Board for damages caused by the awarded contractor shall be deducted from any monies due to the contractor. This shall not prevent the School Board from seeking damages should replacement/repair costs exceed the amount of monies owed to the awarded contractor. When requested, Bidder shall cooperate with any ongoing School Board investigation involving personal injury, economic loss or damage to The School Board's facilities or personal property therein.

14. SUBCONTRACTING: The awarded contractor(s) shall be the primary Page 9 of 30 service provider(s) and shall perform all requested inspections and repairs. Subcontracting for these base services is not allowed.

- A. The School Board, for work where the contractor(s) are requested to perform additional services, may allow subcontracting.
- **B.** Any work or service to be performed by a subcontractor must have the prior approval of the School Board. The School Board reserves the right to reject any subcontractor. Rejection of any subcontractor shall not entitle the contractor to adjustment of bid prices. The contractor shall inform the School Board Authorized Representative prior to scheduling any subcontractor's visit to any School Board facility.
- **C.** Failure by the contractor to have a subcontractor approved by the School Board will not relieve the contractor of the responsibility to meet, comply with, and fulfill all of the terms and conditions of this Agreement.
- D. The contractor(s) shall be held fully responsible and liable for the supervision and performance of all work performed by subcontractors. The School Board shall not be responsible for resolution of disputes between the Bidder and any subcontractor.
- E. The personnel of all subcontractors shall meet all of the requirements as stated herein to include, but not limited to FCSB Policy 8475 and the Jessica Lunsford Act.

15. ON-CAMPUS DIRECTIVES

- A. Upon arrival and departure onto any School Board school campus, the contractor's employees shall enter their company information into the Visitor/Vendor Log Tool provided in the Administrative office of each campus.
- B. Contractor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of School Board property without School Board's expressed prior written consent.
- **C.** All employees shall enter and leave School Board facilities only through the ingress and egress points designated, from time to time, by The School Board.
- **D.** The contractor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the contractor.
- E. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by contractor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by contractor to condition at least equal to that existing at the time of contractor's commencement of any project.
- F. Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.

16. BIDDER ACCESSIBLITY: The successful bidder shall provide a liable and responsible representative to be accessible by a Franklin County toll free local telephone call during regular business hours. Local off-hours answering service for emergencies shall be available for bidder notification twenty-four (24) hours a day, seven (7) days per week, all year, including holidays.

17. CONTACT PERSON: The successful Bidder shall be notified of the name and phone number of the School Board contact person. Only the School Board contact person may authorize changes to the scope of work.

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V. SCOPE OF WORK

A. INTRODUCTION AND GENERAL INFORMATION: The Board is soliciting competitive proposals on behalf of the Employee Benefits Department from qualified insurance companies to provide voluntary employee insurance products as described herein. The scope of work as outlined in this RFP establishes the minimum requirements to be provided by the successful bidder(s).

The District and its governing board were created pursuant to Section 4. Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with relevant provisions of the Florida K-20 Education Code, Chapters 1000 – 1013, Florida Statutes. The School Board consists of five elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state laws, State Board of Education Rules and School Board policies.

The Board has a staff of approximately 200 people, including instructional, instructional support, administrative, support positions, and temporary positions such as substitutes. The Board has approximately 65 retirees participate on the life insurance policy only.

B. INSURANCE COMPANY REQUIREMENTS: Proposers must be licensed to do business in Florida subject to the provisions of the Florida Insurance Department.

C. BOARD'S BROKER AGENT OF RECORD: The Board's insurance broker of record is US Employee Benefits Group. The agent of record is Brad Hoard. <u>jbhoard@usebsg.com.</u>

D. INSURANCE COMPANY REPRESENTATIVE: Successful proposers shall appoint, by name, a company representative who shall be responsible for <u>servicing the contract resulting from the award of this RFP.</u> The appointed representative shall be responsible for functions as necessary to insure that the account will be maintained in a professional manner.

E. CONTRACT PERIOD: It is the intent of the Board that the successful carriers will be the insurance provider for the identified product for a period of thirty (30) months with an option to renew for three (3) additional one (1) year periods. The initial policy periods are to commence on January 1, 2019, with a one-time plan date effective date change to July 1, 2019.

F. RENEWAL: The proposer and the Board covenant and agree that this proposal or subsequent contract may, with the mutual approval of the awarded contractor and the Board be renewed under the same terms and conditions of this proposal or contract for three (3) additional contract periods of one (1) year each for a total possible contract period not to exceed five (5) years. The Board shall notify the proposer of its intent to exercise this option in writing prior to the termination of each contract period. Renewal is pursuant to Board approval.

G. ANNUAL RENEWAL RATES: The Board intends to provide the best affordable insurance coverage to its employees on an updateable basis utilizing cost containment strategies. Therefore, the contracts will be reviewed annually and cost containment strategies will be explored with the awarded contractors. **April 15th** of each year will be the deadline for negotiating renewal rates. The Board reserves the right to cancel the contract after any annual review and rebid as best meets the needs of the Board.

H. PROPOSAL EVALUATION CRITERIA: The District will evaluate proposals and select a carrier based on all of the information available. While cost is an important factor, it should be understood that the **District is not under any obligation to accept the lowest cost proposal**. It is our desire that your proposal for plan benefits be based upon exact minimum requirements as described herein. Any deviation should be submitted as an **alternate proposal** and clearly explained. **ALL** proposals will be evaluated on the following criteria:

	CRITERION	Percentage
1	Cost (including, but not limited to, administrative, retention, commissions and liability risks to the District)	35%
2	Overall Plan Benefits (literature, administration requirements of District, enrollment requirements, etc.)	25%
3	Provider Network (geo-proximity of providers and physicians who will accept new patients and the match-up between the current top providers and network providers proposed.)	25%
4	<u>Service Reputation/Capability</u> (The service reputation and administration capabilities of proposers. This includes such items as enrollment assistance, service responsiveness, and communication with our Agent and School Board staff on program administration, quality of billings, and Internet Website.)	15%
	Total	100%

The Proposals will be reviewed and evaluated by the School Board's Insurance Committee and by the Board's insurance broker of record US Employee Benefits Services Group.

I. PROPOSAL REQUIREMENTS: All proposers are required to return the attached proposal sheets (Pages 14 through and including 18 if proposing on all product lines), (original, (one hard copy and one electronic copy USB) and three (3) copies). All information must be furnished and then proposal must be signed by an authorized representative or officer of the proposing company. The accompanying sheet(s) relevant to the insurance product(s) your proposal addresses along with your statement of benefits and premium proposals.

- A. Employee and employer requirements for settlement of claims should be included in your quotation.
- B. A list of three (3) references of similar size groups which shall include:
 - a. Clients name
 - b. Individual contact
 - c. E-mail address
 - d. Phone number
- C. Summary statement detailing the primary advantages of your plan and why the Board should choose your plan over all other plans. Be specific.

Proposals are to be prepared simply, providing a straight forward, concise description of the insurance company's capabilities to satisfy the requirements of this proposal. Emphasis should be on completeness and clarity of content. Repetition of the terms and conditions of this proposal request, without additional explanation, will not be considered sufficiently responsive. Your proposal document should duplicate the plan benefits as shown in this request and corresponding exhibits. Comprehensive documentation and supplemental information should be enclosed as an attachment or exhibit to your proposal.

The absence of any of the required supporting information may be cause for declaring your proposal non-responsive. Any additional information the proposer feels will enhance their overall proposal evaluation may be included.

J. RATES: Rates are to be firm from the effective date of the contract to the next anniversary date and no increase in premiums will be made during the interim. Proposer should specify if your rate guarantee is for longer than a twelve (12) month period. Rates may be negotiated between the Boards agent of record and the proposer prior to the initial contract inception. The Board requests that the proposer clearly identify if they are submitting their best and final offer for the initial contract period beginning January 1, 2019. It is understood and agreed that all proposed premium changes will be submitted for approval no later than April 15th of each year.

K. IMPLEMENTATION SCHEDULE:

The proposed schedule for selecting and awarding this contract is as follows:

Advertising of Request for Proposals	November 15, 2018
Final date for submission of questions by Bidders	November 26, 2018
Answers to all questions posted to web site	November 27, 2018
Opening and Evaluation of Proposals	November 28, 2018
Posting of recommendation for award	November 28, 2018
Anticipated Board consideration date	December 17, 2018
Contract inception date	December 18, 2018

L. SPECIFICATIONS

GENERAL

Proposals are being solicited for voluntary insurance products for active employees, eligible dependents and retirees to include Group and Voluntary Life Insurance, and Long and Short Term Disability. Proposers are expected to provide proposals on a fully insured basis.

Proposals from insurance carriers with less than an AM Best Rating of 'A' will not be accepted.

Voluntary health insurance products are made available to eligible employees of the District as identified by the applicable collective bargaining agreement. Retirees and dependents may maintain coverage by paying the full amount of the premiums. Eligible employees and their dependents may continue their benefits while on an approved leave of absence by paying the full amount of the premiums. Dependent coverage shall include spouse and eligible dependent children.

TERMINATION OF INSURANCE

Termination of insurance shall not prejudice any claim commencing prior to the effective date of termination. Employees will be covered through the paid to date.

PLAN IMPLEMENTATION

It is a requirement that the carriers awarded this contract provide representatives to assist with implementation, open enrollment, employee communications and ongoing assistance with routine plan administration as requested by the Boards broker of record.

MASTER AGREEMENT

The insurance carrier will be required to provide a group master agreement to the District.

EXPLANATORY LITERATURE

The insurance company shall provide subscriber Printed Certificate of Coverage cards and summary plan description for distribution to all covered employees of the Franklin County School Board.

CLAIMS PROCESSING

Claims will be processed and paid by the insurance company.

EMPLOYEE CONTRIBUTIONS

The District will make twenty-four (24) employee payroll deductions and pay total premiums to the company selected in twelve (12) payments.

EMPLOYEE PREMIUM DEDUCTIONS

With the exception of the Board paid Group Life Insurance employees must contribute 100% of the premiums when electing voluntary products. The premiums are deducted on a twelve (12) month basis and should be quoted as a twelve (12) month rate. Retirees are charged premiums based on the group rate.

COMMISSIONS

It is the intent of the Board to have the current Broker Agent of Record deal directly with all insurance carriers. Please include in your quoted rate the standard commission approved to be paid to the broker US Employee Benefits Services Group.

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VI. QUESTIONNAIRE AND RESPONSE

A. PROPOSAL REQUIREMENTS: Bidders must submit <u>one (1) original, one electronic (USB drive) and three (3) copies</u> of their completed proposal. All proposals submitted in response to this RFP shall become the property of the District. Proposals should be sealed and mailed or hand delivered to: Franklin County Schools, Purchasing Department, Attn: Shannon Venable, 85 School Road, Suite One, Eastpoint, FL 32328.

If any director, officer, employee, agent or other representative of a bidder, including any other parties that may be involved in a joint venture or a consortium with the bidder, makes, from and after the date of issuance of this RFP, any representation or solicitation to any member of the School Board or any official, employee or agent of the District, with the exception of, Shannon Venable, Director of Purchasing with respect to the bidder's response or any other bidder's response, the District shall be entitled to reject that respondent's proposal. A representation for the purposes of this requirement can be considered to be anything said or written to any school board member, official, employee or agent which provides information advancing the interests of a proposal.

1. By submission of this proposal, the proposer certifies:

- A. Prices in this RFP have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
- B. Prices in this RFP have not knowingly been disclosed by the proposer and will not be prior to award to any other proposer.
- C. No attempt has been made nor will be by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- **B.** The individual signing this proposal certifies that he/she is authorized to represent the company offering and is legally responsible for the decision as to the prices and supporting documentation provided.
- **C.** Check to acknowledge all required submittals are included:
 - One original hard copy and three (3) copies plus one (1) electronic copy (USB drive)
 - Employee and employer requirements for settlement of claims should be included in your quotation.
 - A list of three (3) references of similar size groups.
 - Summary statement detailing the primary advantages of your plan and why the Board should choose your plan over all other plans.
 - _____ Summary of benefits and cost proposal.
- **D.** Proposal submitted by: **Company/Home Office** with authority for rates, determination of dividends, renewal actions, etc.

Name			
Mailing Address	(Include City/State/Zip)		
Phone No		Website:	
Claims office and representative responsible for payments for this account.			
Name			
Address			
	(include City, State, Zip)		
Phone No	Fax No	E-Mail:	

What are your current ratings with the various rating companies?

- Proposers are requested to submit fully insured proposals duplicating the current schedule of benefits for any or all products of interest. Any change in benefits or alternative plan design must be fully explained. Proposers are advised that the Board will not consider plans that contain substantial reductions in benefits. Proposer agrees to this provision. (Circle One) Yes No
- Consideration should be given to the costs to build out the connectivity file(s) between your EDI team and the benefit administration vendor. Proposer acknowledges these costs and will consider them when submitting your proposal. (Circle One)
 Yes No Please explain your proposed offer.
- Consideration should be given to a per employee per month stipend to the Board to mitigate the administration costs of our benefit administration system. Proposer acknowledges these costs and will consider them when submitting your proposal. (Circle One) Yes No Please explain your proposed offer.
- 4. The Board seeks a streamlined process for delivering enrollment data to the carrier of choice to assist with timely enrollments, changes and terminations as well as streamlining billing. Proposer acknowledges these costs and will consider them when submitting your proposal. (Circle One) **Yes No** Please explain your proposed offer.
- 5. Enrollers utilized from the Proposer's company must be compensated by salary or paid per-diem and not receive any commission based compensation. Proposer agrees to this provision. (Circle One) **Yes No**
- 6. The following reports, at a minimum, will be required on a monthly basis.
 - a) Paid premiums and claims experience
 - b) Enrollment by plan and status
 - c) Reconciliation and discrepancy reports
 - d) List of employees with coverage at least quarterly
 - e) Various utilization reports

Proposer agrees to this provision. (Circle One) Yes No

- 7. In the first enrollment, Proposer must offer a true open enrollment (no medical evidence of insurability or waiting period) for all current eligible employees, same for all future new employees. Proposer agrees to this provision. (Circle One) **Yes No**
- 8. Does your proposal include stand-alone products? (Circle One) Yes No
- 9. If multi-lines are awarded will you negotiate premium cost savings? (Circle One) Yes No
- Does your proposal include the cost of on-site service visits, enrollment meetings and employee booklets? (Circle One)
 Yes No
- Does your company offer a local service representative, an 800 number and a minimum ten (10) day turnaround on claims? (Circle One) Yes No Please explain.
- 12. Describe your company's enrollment services.
- 13. What is your procedure for enrollment of employees who become eligible after plan inception?
- 14. Provide a sample group administration guide or information regarding group set up, billing, procedures, and available forms.

- 15. The Board has a wellness program. Are you willing to provide incentives such as wellness dollars to the Board? If so, please explain.
- 16. The following products are currently being offered to the Board employees:
 - Group Life Insurance (Board Paid) \$25,000 and AD&D; reduced to 50% at age 70
 - Retiree Paid Life \$20,000 under age 70; \$10,000 age 70 and over
 - Voluntary Life Insurance Employee, spouse and child
 - Disability Insurance Long and Short Term

Your proposal can include any or all of these product lines. The following pages include product line specific questions to be answered and returned with your proposal along with your plan benefits summary and proposed premium rates. The current summary of plan benefits and census is attached as Exhibit K.

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E. LIFE INSURANCE – GROUP AND VOLUNTARY

- 1. The Board pays for a group life policy that is offered free of charge to all employees. The policy limit is \$25,000 and AD&D; reduced to 50% at age 70. If proposing on this product line, is your plan a guaranteed issue? (Circle One) **Yes No**
- Does your plan provide a guaranteed issue and waiver of waiting periods for all new hires for first enrollment? (Circle One)
 Yes No
- 3. Does your plan grandfather all current employees who have current coverages? (Circle One) Yes No
- 4. Will you allows for a one time open enrollment in May 2019 for an effective date of 07/01/2019?
- 5. Will you allow for an initial July 1st effective date for plan benefits changed to July 1, 2019, renewing annually on July 1st?
- 6. The Board is requesting a thirty (30) month rate hold. What is the guaranteed rate hold of your plan?
- 7. Is your plan portable for retirees? (Circle One) Yes No
- 8. Does your plan provide voluntary life for employee, spouse and children? (Circle One) Yes No
- 9. Voluntary life must have a guaranteed amount of coverage with a minimum of \$150,000. What is the guaranteed amount of your plan?
- 10. The districts open enrollment dates are mid-April through mid-May with final negotiated renewal agreements due each year by April 15th. Proposer agrees to this provision. (Circle One) **Yes No**
- Rates proposed are to be shown as twelve (12) monthly deductions. Proposer agrees to this provision. (Circle One)
 Yes No
- 12. Are your proposed plan benefits as good as or better than the current plan? (Circle One) Yes No

Rate Guarantee Period: 1/1/19 through ______

Are all rates valid regardless of actual enrollment on 1/1/19: (Circle One) Yes No

Are all rates/plans presented on a stand-alone basis? (Circle One) Yes No

Authorized Signature	Print Name
Title	Firm
E-mail	Phone No:

F. DISABILITY – LONG AND SHORT TERM

- 1. Does your plan provide a guaranteed issue and waiver of waiting periods for all currently eligible employees for first enrollment and all future new hires? (Circle One) Yes No
- 2. Does your plan grandfather all current employees who have current coverages? (Circle One) Yes No
- 3. Short term disability coverage must include coverage for maternity leave. Does your plan provide this coverage? (Circle One) Yes No
- 4. Will you allows for a one time open enrollment in May 2019 for an effective date of 07/01/2019?
- 5. Will you allow for an initial July 1st effective date for plan benefits changed to July 1, 2019, renewing annually on July 1st?
- 6. When does your plan coverage begin and is the employee required to use any sick leave before payments commence?
- 7. The Board is requesting a thirty (30) month rate hold. What is the guaranteed rate hold of your plan?
- 8. The districts open enrollment dates are mid-April through mid-May with final negotiated renewal agreements due each year by April 15th. Proposer agrees to this provision. (Circle One) **Yes No**
- 9. Rates proposed are to be shown as twelve (12) monthly deductions. Proposer agrees to this provision. (Circle One) Yes No
- 10. Are your proposed plan benefits as good as or better than the current plan? (Circle One) Yes No

Rate Guarantee Period: 1/1/19 through ______

Are all rates valid regardless of actual enrollment on 1/1/19: (Circle One) Yes No

Are all rates/plans presented on a stand-alone basis? (Circle One) Yes No

Authorized Signature	Print Name
Title	Firm
E-mail	Phone No:

EXHIBIT A

CONFLICT OF INTEREST CERTIFICATE

Bidder **must** execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the School Board requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Name of Official (Type or print)

Business Address

Company Name

City, State, Zip Code

SECTION II

I hereby certify that the following named Franklin County School Board official(s) and employee(s) having material financial interest(s) (in excess of 5 %) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 47 Avenue F, Apalachicola, Franklin County, Florida prior to bid opening.

City, State, Zip Code

EXHIBIT B

FRANKLIN COUNTY SCHOOLS

APPLICATION FOR VENDOR STATUS

(IRS W-9 Facsimile)

CONTACT PERSON:	
PHONE NUMBER: () FAX I	IUMBER: ()
CORRESPONDENCE ADDRESS:	
СІТҮ:	STATE:
ZIP + 4:	-
REMITTANCE: NAME (if different from above):	
ADDRESS:	
СІТҮ:	STATE:
ZIP + 4:	-
EMAIL ADDRESS:	WEBSITE:
PLEASE CHECK APPROPRIATE BOX: Individual/Sole Propri Other	etor S Corporation C Corporation Partnership
TAX IDENTIFICATION NUMBER:	OR on Number Social Security Number
required to file information returns with the IRS. Purchase ord PLEASE INDICATE THE FOLLOWING: *Minority Vendor? *If yes, certification required – Race: Caucasian:	
Ву:	
Signature	Printed Name Date
FCSB site contact requesting vendor:	Name Phone/Email
NOTE: ONLINE VENDOR REGISTRATION MAY BE COMPLE	TED AT ANY TIME AND IS <u>REQUIRED</u> UPON ACCEPTING BID AWARD
Online vendor registration is located at: https://vrapp.vendorregistry.com/Vendor/Register/Inde	<pre></pre>

EXHIBIT C

Departma	W-9 combor 2014) and of the Treesury evenue Service	Request fo	or Taxpayer Der and Certifica	tion		Give For request send to	ter. Do	not
1	Name (as shown	on your income tax return). Name is required on this line; o	to not leave this line blank.			325		
- 64	2 Business name/c	Ibregarded entity name, if different from above						
Hint or type Instructions or	Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate Individual/sole proprietor or C Corporation S Corporation, Partnership Trust/estate Individual/sole proprietor or C Corporation (C-C corporation, S-S corporation, P-partnership) Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.			cortain o Instructi Exempt Exempti code (f	Examptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exampt payse code (if any) Examption from FATCA reporting code (if any) (Apple is eccent) maintened outside the (LS)			
1 2 1	Other (see inst 5 Address (humber	r, street, and apt. or suite no.)	Re	quester's name				
Specific	x 5 / 20 / 20 / 20 / 20 / 20 / 20 / 20 /		549	************				
See	City, state, and 2	1P code						
-	7 List account num	nber(s) here (optional)						
Part		yer Identification Number (TIN) propriate box. The TIN provided must match the na			curity nur			
entities, 77N on p Note. If	It is your employ page 3.	ristor, or disregarded entity, see the Part I Instruction yer identification number (EIN). If you do not have a n more than one name, see the instructions for line mber to enter.	number, see How to get a	or Employe	r identifica	ation number]
Dort	Cartif	ation			-			
Part								
1.2.7 2.2.5	enalties of perju	ry, r ceruly that. In this form is my correct taxpayer identification nur	nhar for I am waiting for a m	umber to be l	en person	mai: and		
2. I am Servi	not subject to b ice (IRS) that I ar	ackup withholding because: (a) I am exempt from b m subject to backup withholding as a result of a faile backup withholding; and	ackup withholding, or (b) I h	ave not been	notified t	by the Intern		
3. 1 am	a U.S. citizen or	other U.S. person (defined below); and						
4. The F	ATCA code(s) e	ntered on this form (If any) indicating that I am exem	pt from FATCA reporting is	correct.				
because interest general	e you have falled paid, acquisition	ns. You must cross out item 2 above if you have be to report all interest and dividends on your tax return or abandonment of secured property, cancellation er than interest and dividends, you are not required	m. For real estate transaction of debt, contributions to an	ons, Item 2 da Individual re	bes not ap	pply. For mo arrangement	rtgage (IRA), ar	nd
Sign Here	Signature of U.S. person i	•	Date >	4				
Gene	eral Instruc	tions	Form 1098 (home mortga (tuttion)	ge interest), 10	98-E (stude	ant loan Intere	st), 1098-1	í.
Section r	eferences are to th	e Internal Revenue Code unless otherwise noted.	Form 1099-C (canceled d)	obti				
as logisla	stion enacted after	mation about developments affecting Form W-9 (such we release it) is at www.irs.gow/hv9.	Form 1099-A (acquisition Use Form W-9 only if you	or abandonme			alien), to	
Purpo	se of Form		provide your correct TIN.	W 0 to the root	and a state	a TIM server and	and the sea	hined

An individual or entity (Form W-9 requester) who is required to file an information return with the IFS must obtain your correct taxpayer identification number (TN), which may be your social security number (SSN), individual taxpayer identification number (TN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- . Form 1009-INT (Interest earned or paid)
- . Form 1099-DIV (dividends, including those from stocks or mutual funds)

. Form 1090-MISC (various types of income, prizes, awards, or gross proceeds)

. Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

. Form 1009-S (proceeds from real estate transactions)

. Form 1099-K (merchant card and third party network transactions)

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you: 1. Certify that the TIN you are giving is correct (or you are waiting for a number

to be issued).

2. Certify that you are not subject to backup withholding, or

a. call y this you are not subject to backup withholding if you are a U.S. exempt payee. If applicable, you are also carifying that as U.S. person, your allocable share of any partnarship income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

 Certify that FATCA code(s) entered on this form (f any) indicating that you are exampt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

Cat. No. 10231X

Form W-9 (Rev. 12-2014)





CUSTOMER REFERENCE FORM

RFP No. 2018-203 – Group Life and Employee Voluntary Insurance Products

Please provide all requested information for each reference.

Company Name:			
Business Type:			
Contact Person:			
Telephone:			
Email:			
Date Last Supplied P			
Company Name:			
Business Type:			
Contact Person:			
Telephone:			
Email:			
Date Last Supplied P			
Company Name:			
Business Type:			
Contact Person:			
Telephone:			
Email:			
Date Last Supplied P	roducts or Services:		

EXHIBIT E



RFP No. 2018-203 – Group Life and Employee Voluntary Insurance Products

Please provide written responses to the following questions. If the answer to any of the questions is `Yes`, Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

- Has Vendor been declared in default of any contract?
 ☐ Yes
 ☐ No
- Has Vendor forfeited any payment of performance bond issued by a surety company on any contract?
 Yes
 No
- Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations there under?
 Yes
 No
- 4. Within the past three years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?

	Yes] No
--	-----	--	------

- 5. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?
 - 🗆 Yes 🛛 No
- 6. Is Vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?
 Yes
 No
- Within the next year, does Vendor plan any personnel reductions? If so, explain by attachment.
 Yes
 No
- 8. Within the next year, does Vendor plan any divestments? If so, explain by attachment.

EXHIBIT F



DRUG FREE WORKPLACE

Preference shall be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

IDENTICAL TIE BIDS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids shall be followed if none of the tied vendors have a drug-free workplace program.

A business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drugfree workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee s will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occur ring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE:

EXHIBIT G

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -LOWER TIER COVERED TRANSACTIONS

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE FOLLOWING PAGE)

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) of Authorized Representative(s)

Title(s) of Authorized Representative(s)

Signature(s)

Date

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION OF DEBARMENT

- **1.** By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- **3.** The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be enterd into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- **9.** Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-IO48 (1/92)

U. S. GPO: 1996-757-776/201 07



SWORN STATEMENT – NEW CONTRACTS SWORN STATEMENT PURSUANT TO SECTION 1012.465, FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The School Board of Franklin County, Florida (hereinafter "Board" or

2.

(Print individual's	name and title)
for	
(Print name of entity s	ubmitting sworn statement)
whose business address is	
and its Federal Employer Identification Number (FEIN) is	
	If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.
,	am duly authorized to make this sworn statement
(Print individual's name and title)	
on behalf of:	
(Print name of ent	tity submitting sworn statement)

- **3.** I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.
- 4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or **"contractual personnel"** by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening," and further I understand the Act defines **"contractual personnel"** to include any vendor, individual, or entity under contract with the Board.
- 5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or <u>contractual personnel who are permitted access on school grounds when students are present</u>, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.
- 6. I understand that as a ______ (eg. a charter bus company) (Type of entity) all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet Level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with the School Board.

- 7. I understand that "level 2 screening requirements" as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.
- 8. I understand that the School Board has implemented Board Policy 8475 to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04, Florida Statutes. I understand that my company must comply with these local procedures as they are developed or amended from time to time.
- 9. I understand that any costs and fees associated with the required background screening will be borne by my company.
- 10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not <u>be permitted</u> to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.
- **11.** I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with the School Board.
- 12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF FRANKLIN COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, AND 435.04, FLORIDA STATUTES.

		(Signature)
Sworn to and subscribed before me this	day of	20
	is personally known to me 🛛	OR produced identification \Box
by showing(Type of Identij	ication)	
Notary Public – State of	My commission	expires on:
Signature of Notary Public	(Printed, t	yped or stamped commissioned name of Notary Public)

Page 28 of 30

EXHIBIT I

AFFIDAVIT FOR CLAIMING LOCAL PURCHASING PREFERENCE

RFP No. 2018-203 – Group Life and Employee Voluntary Insurance Products

Proposer/Bidder/Quoter/Supplier affirms that it is a local or adjacent county business as defined by Policy #6450 of Franklin County Schools and the regulations thereto.

A Franklin/adjacent county vendor is a private independent vendor that has been licensed for at least six (6) months preceding the bid or proposal opening, as required by local, State, and Federal law to provide the goods, services, or construction to be purchased. The vendor must have a physical business address, staffed by at least one (1) person, in the geographical boundaries of Franklin County or in the adjacent counties of Gulf, Liberty, or Wakulla, Florida. The vendor, on a day-to-day basis, should provide to the School Board the needed goods and/or services substantially from the local business address. Post Office boxes are not verifiable and shall not be used for the purpose of establishing said physical address.

Please complete the following in support of the self-certification:

Business Na	me:		
Address:			
	Phone	Fax	Email
County:		Length of time at this location:	# of employees at this location
State of County of	FLORIDA		
Sworn to and	subscribed before m	ne, a Notary Public for the above State and County, on this	day of
		, 20	

Notary Public

My Commission Expires

EXHIBIT J INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of **RFP No. 2018-203 – Group Life and Employee Voluntary Insurance Products.**

The Vendor shall hold harmless, indemnify and defend the indemnities (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on behalf of the Vendor, whether or not due to or caused in part by the negligence or other culpability of the indemnities, excluding only the sole negligence or culpability of the indemnities. The following shall be deemed to be indemnities: The School Board of Franklin County, Florida and its members, officers and employees.

INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed certificate of insurance signed by an authorized representative of the insurer providing such insurance coverage's may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverage's and limits shall meet, at a minimum, the following requirements:

- 1. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- 2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Vendor, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- 3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.
- 4. The School Board of Franklin County, Florida" must be listed as additional insured on all liability coverage's except Workers' Compensation.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

All insurance policies shall be issued by companies with either of the following qualifications:

- **1.** The company must be:
 - a. authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or
 - **b.** an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

or

- 2. With respect only to the Workers' Compensation insurance, the company must be:
 - a. authorized as a group self-insurer pursuant to Florida Statutes or
 - **b.** authorized as a commercial self-insurance fund pursuant to Florida Statutes

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of thirty (30) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of insurance must be delivered to the following address:

Franklin County School Board Purchasing Department Attn: Shannon Venable, Director of Purchasing 85 School Road, Suite One Eastpoint, Florida 32328

The name and address of Franklin County Public Schools, as shown directly above, must be listed as Certificate Holder on the Certificate of Insurance as well as clearly noted as "Additional Insured". The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions and/or inquiries should be directed to Shannon Venable (850) 670-2810.

STANDARD INSURANCE COMPANY

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

GROUP LIFE INSURANCE POLICY

Policyholder:	Franklin County School District
Policy Number:	158971-C
Effective Date:	January 1, 2017

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

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

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

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

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

STANDARD INSURANCE COMPANY

By

Chairman, President and CEO GP190-LIFE/S214

Corporate Secretary

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COVERAGE FEATURES

This section contains many of the features of your group life insurance. Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

GENERAL POLICY INFORMATION

Group Policy Number:	158971-C
Type of Insurance Provided: Life Insurance:	Yes
Supplemental Life Insurance:	Not applicable
Dependents Life Insurance:	Yes
Accidental Death And Dismemberment (AD&D) Insurance:	
Member:	Yes
Dependents:	Yes
Policyholder:	Franklin County School District
Employer(s):	Franklin County School District
Group Policy Effective Date:	January 1, 2017
Policy Issued in:	Florida

BECOMING INSURED

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Life Insurance** and **Active Work Provisions**. The Active Work requirement does not apply to Members who are retired on the Group Policy Effective Date. The requirements for becoming insured for coverages other than Life Insurance are set out in the text.

Definition of Member:	You are a Member if you are one of the following:
	1. An active employee of the Employer who is regularly working at least 20 hours each week; or
	2. An employee of the Employer who retired under the the Employer's retirement program.
	You are not a Member if you are:
	1. A temporary or seasonal employee.
	2. A leased employee.
	3. An independent contractor.
	4. A full time member of the armed forces of any country.
Class Definition:	
Class 1:	Active Members
Class 2:	Retired Members (This class does not include a Member who is covered under Waiver Of Premium.)

Eligibility Waiting Period:You are eligible on one of the following dates, but not
before the Group Policy Effective Date:Active Members:You are eligible on the first day of the calendar month
following the date you become a Member.Retired Members:The date you become a retired Member.Evidence Of Insurability:Required:
a. For late application for Contributory insurance.
b. For reinstatements if required.
c. For Members and Dependents eligible but not insured
under the Prior Plan.

d. For any increase resulting from a plan or option change you elect.

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

One Time Open Enrollment Period: October 15, 2016, through November 15, 2016

If you were eligible for or insured for additional life insurance or dependents life insurance under the Prior Plan on the day before the Group Policy Effective Date, certain Evidence Of Insurability requirements will be waived with respect to Life Insurance and Dependents Life Insurance. However, we will not waive the Evidence Of Insurability requirements if you, your Spouse or Child previously submitted Evidence Of Insurability that was not approved by us under any group policy issued by us to the Policyholder or covering your Employer.

- 1. If you were eligible but not insured for additional life insurance under the Prior Plan on the day before the Group Policy Effective Date, requirements a. and c. above will be waived for you if you apply for an amount of Plan 2 (additional) Life Insurance up to \$20,000 during your Employer's One Time Open Enrollment Period.
- 2. If you were insured for additional life insurance under the Prior Plan on the day before the Group Policy Effective Date for an amount less than \$150,000, requirement d. above will be waived for you if you apply for an increase in your Plan 2 (additional) Life Insurance during your Employer's One Time Open Enrollment Period.
- 3. If your Spouse was eligible but not insured for dependents life insurance under the Prior Plan on the day before the Group Policy Effective Date, requirements a. and c. above will be waived for your Spouse if you apply for Dependents Life Insurance for your Spouse up to \$10,000 during your Employer's One Time Open Enrollment Period.
- 4. If your Spouse was insured for an amount of dependents life insurance less than \$30,000 under the Prior Plan on the day before the Group Policy Effective Date, requirement d. above will be waived for your Spouse if you apply for an increase in Dependents Life Insurance for your Spouse during your Employer's One Time Open Enrollment Period.
- 5. If your Child was eligible but not insured for dependents life insurance under the Prior Plan on the day before the Group Policy Effective Date, requirements a. and c. above will be waived for your Child if you apply for Dependents Life Insurance for your Child during your Employer's One Time Open Enrollment Period.
- 6. If your Child was insured for an amount of dependents life insurance under the Prior Plan on the day before the Group Policy Effective Date less than \$10,000, requirement d. above will be waived for your Child if you apply for an increase in Dependents Life Insurance for your Child during your Employer's One Time Open Enrollment Period.

PREMIUM CONTRIBUTIONS

Life insurance:	
Plan 1:	Active Members: Noncontributory
	Retired Members: Contributory
Plan 2:	Contributory
AD&D Insurance:	
Member:	Plan 1: Noncontributory
	Plan 2: Contributory
Spouse:	Contributory
Dependents Life Insurance:	
Spouse:	Contributory
Child:	Contributory

SCHEDULE OF INSURANCE

SCHEDULE OF LIFE INSURANCE

For you:

Life Insurance Benefit:

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

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

Plan 1 (basic):	Active Members: \$25,000
	Retired Members: \$10,000
A Member may not be insured	as both an active Member and a retired Member.
Plan 2 (additional):	Active Members: You may apply for Life Insurance in multiples of \$10,000, from \$10,000 to \$150,000.
	Retired Members: None
The Repatriation Benefit:	The expenses incurred to transport your body to a mortuary near your primary place of residence, but not to exceed \$5,000 or 10% of the Life Insurance Benefit, whichever is less.

Dependents Life Insurance Benefit:

If you are insured under Plan 2 Life Insurance, you may apply for Dependents Life Insurance for your Dependents. You may elect to insure your Spouse, your Child(ren), or both.

For your Spouse:Active Members: You may apply for Dependents LifeInsurance in multiples of \$5,000 from \$5,000 to \$30,000.

Retired Members: None

The amount of Dependents Life Insurance for your Spouse may not exceed 50% of the amount of your Plan 2 Life Insurance.

For your Child:

Active Members: \$10,000

Retired Members: None

The amount of Dependents Life Insurance for your Child may not exceed 100% of the amount of your Plan 2 Life Insurance.

SCHEDULE OF AD&D INSURANCE

For you:

AD&D Insurance Benefit:	Active Members: The amount of your Plan 1 AD&D Insurance Benefit is equal to the amount of your Plan 1 Life Insurance Benefit. The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D Table Of Losses.
	Retired Members: None
	If you are insured for Plan 2 Life Insurance, you are insured for Plan 2 AD&D Insurance. The amount of your Plan 2 AD&D Insurance Benefit is equal to the amount of your Plan 2 Life Insurance Benefit. The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D Table Of Losses.
Seat Belt Benefit:	The amount of the Seat Belt Benefit is the lesser of (1) \$10,000 or (2) the amount of AD&D Insurance Benefit payable for loss of life.
Air Bag Benefit:	The amount of the Air Bag Benefit is the lesser of (1) \$5,000; or (2) the amount of AD&D Insurance Benefit payable for Loss of your life.
Career Adjustment Benefit:	The tuition expenses for training incurred by your Spouse within 36 months after the date of your death, exclusive of board and room, books, fees, supplies and other expenses, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.
Child Care Benefit:	The total child care expense incurred by your Spouse within 36 months after the date of your death for all Children under age 13, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25% of the AD&D Insurance Benefit, whichever is less.
Higher Education Benefit:	The tuition expenses incurred per Child within 4 years after the date of your death at an accredited institution of higher education, exclusive of board and room, books, fees, supplies and other expenses, but not to exceed \$5,000 per year, or the cumulative total of \$20,000 or 25% of the AD&D Insurance Benefit, whichever is less.

For your Spouse:

AD&D Insurance Benefit:	If your Spouse is insured for Dependents Life Insurance, your Spouse is insured for Dependents AD&D Insurance. The amount of AD&D Insurance Benefit for your Spouse is equal to the amount of Dependents Life Insurance Benefit for your Spouse. The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D Table Of Losses.
Seat Belt Benefit:	The amount of the Seat Belt Benefit is the lesser of (1) \$10,000 or (2) the amount of AD&D Insurance Benefit payable for Loss of life.
Air Bag Benefit:	The amount of the Air Bag Benefit is the lesser of (1) \$5,000; or (2) the amount of AD&D Insurance Benefit payable for Loss of life.

AD&D TABLE OF LOSSES

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

Loss:	Percentage Payable:
-------	---------------------

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

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

REDUCTIONS IN INSURANCE

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

Life and AD&D Insurance:

Age Of Member	Percentage
70 or over	50%
Dependents Life and AD&D Insura	ance for Your Spouse:
Age Of Member	Percentage
70 or over	50%

OTHER BENEFITS

Waiver Of Premium:

Active Members: Yes Retired Members: No

OTHER PROVISIONS

Limits on Right To Convert if Group Policy terminates or is amended:	
Minimum Time Insured:	5 years
Maximum Conversion Amount:	\$10,000
Suicide Exclusion:	Applies to:
	a. Life Insurance
	b. Dependents Life Insurance on your Spouse
	c. AD&D Insurance
Leave Of Absence Period:	60 days
Continuity Of Coverage:	Yes
Insurance Eligible For Portability:	If as a retired Member you are insured or eligible for insurance under the Group Policy, you are not eligible to buy portable group insurance coverage.
For you:	
Life Insurance	Yes
Minimum amount:	\$10,000
Maximum amount:	\$300,000
AD&D Insurance	Yes
Minimum amount:	\$10,000
Maximum amount:	\$300,000
For your Spouse:	
Dependents Life Insurance	Yes
Minimum amount:	\$5,000
Maximum amount:	\$100,000
AD&D Insurance	Yes
Minimum amount:	\$5,000
Maximum amount:	\$100,000
For your Child:	
Dependents Life Insurance	Yes
Minimum amount:	\$1,000
Maximum amount:	\$5,000
Annual Earnings based on:	Earnings in effect on your last full day of Active Work.

PREMIUM RATES AND RENEWALS

Premium Rates:

Life Insurance:

Life Insurance:	
Plan 1:	Active Members: \$0.200 monthly per \$1,000 of Life Insurance
	Retired Members: \$2.500 monthly per \$1,000 of Life Insurance
Plan 2:	
Age of Member on Last January 1	Monthly Rate Per Multiple of \$1,000
29 or under 30 through 34 35 through 39 40 through 44 45 through 49 50 through 54 55 through 59 60 through 64 65 through 69 70 through 74 75 through 79 80 or over Dependents Life Insurance:	$ \begin{array}{c} \$ & 0.050 \\ & 0.070 \\ & 0.080 \\ & 0.110 \\ & 0.190 \\ & 0.290 \\ & 0.400 \\ & 0.550 \\ & 1.020 \\ & 1.870 \\ & 5.480 \\ & 5.480 \end{array} $
Spouse:	
Age of Member on Last January 1	Monthly Rate Per Multiple of \$1,000
29 or under 30 through 34 35 through 39 40 through 44 45 through 49 50 through 54 55 through 59 60 through 64 65 through 69 70 through 74 75 through 79 80 or over	$ \begin{array}{cccccccccccccccccccccccccccccccccccc$
Child:	\$0.168 monthly per \$1,000 of Dependents Life Insurance for each Member electing Dependents Life Insurance for their Children, regardless of the number of Children

covered

AD&D Insurance:	
Member:	
Plan 1:	\$0.015 monthly per \$1,000 of AD&D Insurance
Plan 2:	\$0.017 monthly per \$1,000 of AD&D Insurance
Spouse:	\$0.017 monthly per \$1,000 of AD&D Insurance
Premium Due Dates:	January 1, 2017 and the first day of each calendar month thereafter.
Grace Period:	60 days
Initial Rate Guarantee Period:	January 1, 2017 to January 1, 2019
Notice of Rate Change:	60 days
Minimum Participation:	
Life Insurance:	
Number:	10 insured Members
Percentage:	Plan 1 (basic):
	Active Members: 100% of Members eligible for Plan 1
	Retired Members: 25% of Members eligible for Plan 1
	Plan 2 (additional): The greater of 10 insured Members or 20% of eligible Members
Dependents Life Insurance:	20% of insured Members with eligible Dependents must elect to insure those Dependents

LIFE INSURANCE

A. Insuring Clause

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

B. Amount Of Life Insurance

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

- C. Changes In Life Insurance
 - 1. Increases

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

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

a. Increases Subject To Evidence Of Insurability

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

b. Increases Not Subject To Evidence Of Insurability

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

2. Decreases

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

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

D. Repatriation Benefit

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

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

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

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

1. The amount payable will exclude the amount of your Life Insurance which is subject to this suicide exclusion and which has not been continuously in effect for at least 2 years on the date of your death. In computing the 2-year period, we will include time you were insured under the Prior Plan.

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

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

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

1. Life Insurance subject to Evidence Of Insurability

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

- 2. Life Insurance not subject to Evidence Of Insurability
 - a. Noncontributory Life Insurance

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

b. Contributory Life Insurance

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

- (i) The date you become eligible if you apply on or before that date.
- (ii) The date you apply if you apply within 31 days after you become eligible.

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

- 3. Takeover Provision
 - a. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.
 - b. You must submit satisfactory Evidence Of Insurability to become insured for Life Insurance if you were eligible under the Prior Plan for more than 31 days but were not insured.
- G. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

- 1. The date the last period ends for which a premium was paid for your Life Insurance;
- 2. The date the Group Policy terminates. However, if you are Totally Disabled on that date, we will continue your Life Insurance for 12 months, unless you are eligible for Waiver Of Premium. The Life Insurance Benefit payable during this 12 month extension period will be reduced by any amount payable under a replacement group life insurance plan;
- 3. The date your employment terminates, unless you are covered as a retired Member; and
- 4. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be continued with premium payment during the following periods, unless it ends under 1 through 3 above.
 - a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
 - b. While your ability to work is limited because of Sickness, Injury, or Pregnancy.

If you are Totally Disabled and you are not eligible for Waiver Of Premium (see **Waiver Of**

Premium), your Life Insurance will continue, while you remain Totally Disabled, for a period of six months, but not beyond the date the Group Policy terminates. This applies even if your employment terminates.

- c. During the first 60 days of:
 - (1) A temporary layoff; or
 - (2) A strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.
- d. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
- e. During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting not more than the period shown in the **Coverage Features**.
- H. Reinstatement Of Life Insurance

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

- 1. If your Life Insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
- 2. If your Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
- 3. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.
- 4. If your Life Insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

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DEPENDENTS LIFE INSURANCE

A. Insuring Clause

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

B. Amount Of Dependents Life Insurance

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

- C. Changes In Dependents Life Insurance
 - 1. Increases

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

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

a. Increases Subject To Evidence Of Insurability

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

b. Increases Not Subject To Evidence Of Insurability

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

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

2. Decreases

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

D. Suicide Exclusion: Dependents Life Insurance

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

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

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

- F. Becoming Insured For Dependents Life Insurance
 - 1. Eligibility

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

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

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

2. Effective Date

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

a. Dependents Life Insurance Subject To Evidence Of Insurability

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

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

- b. Dependents Life Insurance Not Subject To Evidence Of Insurability
 - 1. Noncontributory Dependents Life Insurance

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

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

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

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

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

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

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

G. When Dependents Life Insurance Ends

Dependents Life Insurance ends automatically on the earliest of:

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

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ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

A. Insuring Clause

If you or your Dependents have an accident, while insured for AD&D Insurance, and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive

Proof Of Loss satisfactory to us.

B. Definition Of Loss For AD&D Insurance

Loss means loss of life, hand, foot, sight which meets all of the following requirements:

- 1. Is caused solely and directly by an accident.
- 2. Occurs independently of all other causes.
- 3. Occurs within 365 days after the accident.
- 4. With respect to Loss of life, is evidenced by a certified copy of the death certificate.
- 5. With respect to all other Losses, is certified by a Physician in the appropriate specialty as determined by us.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint.

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

C. Amount Payable

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

D. Changes In AD&D Insurance

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

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

E. AD&D Insurance Exclusions

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

- 1. War or act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
- 2. Suicide or other intentionally self-inflicted Injury, while sane or insane.
- 3. Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.
- 4. The voluntary use or consumption of any poison, chemical compound, alcohol or drug, unless used or consumed according to the directions of a Physician.
- 5. Sickness or Pregnancy existing at the time of the accident.
- 6. Heart attack or stroke.
- 7. Medical or surgical treatment for any of the above.
- F. Additional AD&D Benefits

Seat Belt Benefit

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

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

1. You or your Dependents die as a result of an Automobile accident for which an AD&D

Insurance Benefit is payable for that Loss of Life; and

2. The deceased is wearing and properly utilizing a Seat Belt System at the time of the accident, as evidenced by a police accident report.

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

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

Air Bag Benefit

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

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

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

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

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

Career Adjustment Benefit

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

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

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

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

Child Care Benefit

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

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

- 1. You are insured for AD&D Insurance under the Group Policy.
- 2. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
- 3. Your Spouse pays a licensed child care provider who is not a member of your family for

child care provided to your Child(ren) under age 13 within 36 months of your death.

- 4. The child care is necessary in order for your Spouse to work or to obtain training for work or to increase earnings.
- No Child Care Benefit will be paid if you have no surviving Spouse.

Higher Education Benefit

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

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

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

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

- G. Becoming Insured For AD&D Insurance
 - 1. Eligibility

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

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

- a. The date your Life Insurance is effective; and
- b. The date your Dependents Life Insurance is effective.

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

2. Effective Date

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

a. Noncontributory AD&D Insurance

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

b. Contributory AD&D Insurance

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

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

- c. While AD&D Insurance for your Dependents is in effect, each new Dependent becomes insured immediately.
- H. When AD&D Insurance Ends

AD&D Insurance ends automatically on the earlier of:

- 1. The date your Life Insurance ends.
- 2. The date your Waiver Of Premium begins.
- 3. The date AD&D Insurance terminates under the Group Policy.
- 4. The date the last period ends for which a premium was paid for your AD&D Insurance.
- 5. For your Dependents, the date your Dependents Life Insurance ends.

(WITH DEPS_MBR FB NO DEP REQD_ALCOHL EXCL_SEAT AIR COMBO) LI.AA.OT.5

ACTIVE WORK PROVISIONS

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing the material duties of your own occupation at your Employer's usual place of business. You will also meet the Active Work requirement if:

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

LI.AW.OT.1

CONTINUITY OF COVERAGE

A. Waiver Of Active Work Requirement

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, you can become insured on the effective date of your Employer's coverage without meeting the Active Work requirement. See **Active Work Provisions**.

B. Payment Of Benefit

The benefits payable before you meet the Active Work requirement will be:

- 1. The benefits which would have been payable under the terms of the Prior Plan if it had remained in force; reduced by
- 2. Any benefits payable under the Prior Plan.

LI.CC.FL.1

PORTABILITY OF INSURANCE

A. Portability Of Insurance

If your insurance under the Group Policy ends because your employment with your Employer terminates, you may be eligible to buy portable group insurance coverage as shown in the

Coverage Features for yourself and your Dependents without submitting Evidence Of Insurability. To be eligible you must satisfy the following requirements:

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

(If you are unable to meet this requirement, see the **Right To Convert** and **Waiver Of Premium** provisions for other options that may be available to you under the Group Policy.)

- 2. On the date your employment terminates, you are under age 65.
- 3. On the date your employment terminates, you must have been continuously insured under the Group Policy for at least 12 consecutive months. In computing the 12 consecutive month period, we will include time insured under the Prior Plan.
- 4. You must apply in writing and pay the first premium directly to us at our Home Office within 31 days after the date your employment terminates. You must purchase portable group life insurance coverage for yourself in order to purchase any other insurance eligible for portability.

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

B. Amount Of Portable Insurance

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

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

C. When Portable Insurance Becomes Effective

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

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

(WITH DL REF_WITH ADAD REF) LI.TP.OT.1

WAIVER OF PREMIUM

A. Waiver Of Premium Benefit

Insurance will be continued without payment of premiums while you are Totally Disabled if:

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

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

- B. Definitions For Waiver Of Premium
 - 1. Insurance means all your insurance under the Group Policy, except AD&D Insurance and Dependents AD&D Insurance.
 - 2. Waiting Period means the 180 consecutive day period beginning on the date you become Totally Disabled. Waiver Of Premium begins when you complete the Waiting Period.
- C. Premium Payment

Premium payment must continue until the later of:

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

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

E. Amount Of Insurance

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

- 1. Insurance will be reduced or terminated according to the Group Policy provisions in effect on the day before you become Totally Disabled.
- 2. If you receive an Accelerated Benefit, Insurance will be reduced according to the **Accelerated Benefit** provision.
- 3. The amount of Supplemental Life Insurance on your Spouse will be the lesser of:
 - a. The amount in effect on the day before you become Totally Disabled; and
 - b. The amount in effect one year before the date you become Totally Disabled.
- F. Effect Of Death During The Waiting Period

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

G. Termination Or Amendment Of The Group Policy

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

H. When Waiver Of Premium Ends

Waiver Of Premium ends on the earliest of:

- 1. The date you cease to be Totally Disabled;
- 2. 90 days after the date we mail you a request for additional Proof Of Loss, if it is not given;
- 3. The date you fail to attend an examination or cooperate with the examiner;
- 4. With respect to the amount of Insurance which an insured has converted, the effective date of the individual life insurance policy issued to the insured; and
- 5. The date you reach age 65 or 12 months after the date of Total Disability, whichever is later.

(ELIG 60_TERMS 65) LI.WP.FL.2

ACCELERATED BENEFIT

A. Accelerated Benefit

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

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

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

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

B. Application For Accelerated Benefit

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

C. Amount Of Accelerated Benefit

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

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

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

D. Effect On Insurance And Other Benefits

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

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

The amount of the Accelerated Benefit; minus

An interest charge calculated as follows:

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

- A = The amount of the Accelerated Benefit.
- B = The monthly average of our variable policy loan interest rate.
- C = The number of days from payment of the Accelerated Benefit to the earlier of (1) the date you die, and (2) the date you have a Right To Convert.

The amount of your AD&D Insurance, if any, is not affected by payment of the Accelerated Benefit. AD&D is not continued under Waiver Of Premium.

Note: If you assign your rights under the Group Policy, the amount of your Insurance after payment of the Accelerated Benefit will be the amount in (2) above.

E. Exclusions

No Accelerated Benefit will be paid if:

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

Insurance means your Life Insurance Benefit and Supplemental Life Insurance Benefit, if any, under the Group Policy.

LI.AB.OT.5

RIGHT TO CONVERT

A. Right To Convert

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

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

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

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

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

1. You may not convert Insurance which has been in effect for less than the Minimum Time Insured. See **Coverage Features**.

- 2. The maximum amount you have a Right To Convert is the lesser of:
 - a. The amount of your Insurance which ended, minus any other group life insurance for which you become eligible during the Conversion Period; and
 - b. The Maximum Conversion Amount. See Coverage Features.
- D. The Individual Policy

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

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

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

E. Death During The Conversion Period

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

LI.RC.OT.1

CLAIMS

A. Filing A Claim

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

B. Time Limits On Filing Proof Of Loss

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

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

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

C. Proof Of Loss

Proof Of Loss means written proof that a loss occurred:

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

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

D. Investigation Of Claim

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

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

E. Time Of Payment

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

F. Notice Of Decision On Claim

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

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

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

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

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

- 1. The reasons for our decision.
- 2. Reference to the parts of the Group Policy on which our decision is based.
- 3. A description of any additional information needed to support the claim.
- 4. Information concerning the claimant's right to a review of our decision.
- G. Review Procedure

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

- 1. Within 180 days after receiving notice of the denial of a claim for Waiver Of Premium (or other benefits based on disability);
- 2. Within 60 days after receiving notice of the denial of any other claim.

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

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

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

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

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

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

With respect to Waiver Of Premium claims (or other benefits based on disability), the person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgement, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgement and will not be subordinate to that person. The claimant may request the names of medical or vocational experts who provided advice to us about a claim for Waiver Of Premium (or other benefits based on disability).

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

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

(2ND REV PUB WRDG_NEW WOP WRDG) LI.CL.OT.5

ASSIGNMENT

You may make an absolute or collateral assignment of all your Life and AD&D Insurance, subject to 1 through 7 below.

- 1. All insurance under the Group Policy, including AD&D Insurance, is assignable. Dependents Life Insurance is not assignable.
- 2. An absolute assignment must be irrevocable. It must transfer all rights, including:
 - a. The right to change the Beneficiary;
 - b. The right to buy an individual life insurance policy on your life under **Right To Convert**; and
 - c. The right to receive accidental dismemberment benefits.
 - d. The right to apply for and receive an Accelerated Benefit.
- 3. The assignment will apply to all of your Life and AD&D Insurance in effect on the date of the assignment or becoming effective after that date.
- 4. The assignment may be to any person permitted by law.
- 5. The assignment will have no effect unless it is: made in writing, signed by you, and delivered to the Policyholder or Employer in your lifetime. Neither we, the Policyholder, nor the Employer are responsible for the validity, sufficiency or effect of the assignment.

- 6. All accidental dismemberment benefits will be paid to the assignee. All death benefits will be paid according to the beneficiary designation on file with the Policyholder or Employer, and the **Benefit Payment And Beneficiary Provisions**.
- 7. The assignment will not change the Beneficiary, unless the assignee later changes the Beneficiary. Any payment we make according to the beneficiary designation on file with the Policyholder or Employer or the Employer, and the **Benefit Payment And Beneficiary Provisions** will fully discharge us to the extent of the payment.

You may not make an assignment which is contrary to the rules in 1 through 7 above.

(ALLOWED) LI.AS.FL.2

BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

A. Payment Of Benefits

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

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

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

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

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

B. Naming A Beneficiary

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

If you name two or more Beneficiaries in a class:

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

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

We will provide a form on which you can designate your Beneficiary(ies). This form will typically be provided in a hardcopy format. However, at the Policyholder's request, and subject to our approval, the form may instead be provided electronically or telephonically.

Your Beneficiary designation must be the same for Life Insurance and AD&D Insurance death benefits. Your Beneficiary designations for Life Insurance and your Supplemental Life Insurance may be different.

You may name or change Beneficiaries in writing. Writing includes a form signed by you; or a verification from us, or our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent of an electronic or telephonic designation made by you.

Your designation:

- 1. Must be dated;
- 2. Must be delivered to us, our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent; during your lifetime.
- 3. Must relate to the insurance provided under the Group Policy; and
- 4. Will take effect on the date it is delivered or, if a telephonic or electronic designation, verified by us, our designated agent, the Policyholder, the Policyholder's designated agent, the Employer, or the Employer's designated agent.

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

C. Simultaneous Death Provision

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

D. No Surviving Beneficiary

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

- 1. Your Spouse. (See **Definitions**)
- 2. Your children.
- 3. Your parents.
- 4. Your brothers and sisters.
- 5. Your estate.
- E. Methods Of Payment

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

1. Lump Sum

If the amount payable to a Recipient is less than \$25,000, we will pay it in a lump sum.

2. Standard Secure Access Checking Account

If the amount payable to a Recipient is \$25,000, or more, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest at a rate equal to the 13-week Treasury Bill (T-Bill) auction rate, but not to exceed 5%;
- b. Is owned by the Recipient;
- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and
- d. Is fully guaranteed by us.
- 3. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is \$25,000 or more;
- b. The Recipient chooses; and
- c. We agree.

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

(FB_REPAT_ELECT/TEL DESIG_WITH DEF SP_WITH REV SSA_SPOUSE DEF TERM_THIRD PARTY DESIG) LI.BB.FL.6

ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

- 1. The right to resolve all matters when a review has been requested;
- 2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;

- 3. The right to determine:
 - a. Eligibility for insurance;
 - b. Entitlement to benefits;
 - c. Amount of benefits payable;
 - d. Sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy any decision we make in the exercise of our authority is conclusive and binding.

LI.AL.OT.1

TIME LIMITS ON LEGAL ACTIONS

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

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

LI.TL.FL.1

INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

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

No misrepresentation will be used to reduce or deny a claim unless:

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

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

B. Incontestability Of Group Policy

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

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

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

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

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CLERICAL ERROR AND MISSTATEMENT

A. Clerical Error

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

- 1. Cause a person to become insured;
- 2. Invalidate insurance under the Group Policy otherwise validly in force; or
- 3. Continue insurance under the Group Policy otherwise validly terminated.
- B. The Policyholder and your Employer act on their own behalf as your agent, and not as our agent.
- C. Misstatement Of Age

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

- 1. The amount of insurance based on the correct age; and
- 2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

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TERMINATION OR AMENDMENT OF THE GROUP POLICY

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

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

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

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

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DEFINITIONS

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

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

- 1. Contributions you make through a salary reduction agreement with your Employer to:
 - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), or 457 deferred compensation arrangement; or
 - b. An executive nonqualified deferred compensation arrangement.

- 2. Commissions averaged over the Earnings Period shown in the **Coverage Features** or over the period of your employment if less than the Earnings Period.
- 3. Shift differential pay.
- 4. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Annual Earnings does not include:

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

Child means:

- 1. Your child from live birth through age 20 (through age 24 if a registered student in full time attendance at an accredited educational institution); or
- 2. Your child who meets either of the following requirements:
 - a. The child is insured under the Group Policy and, on and after the date on which insurance would otherwise end because of the Child's age, is continuously Disabled.
 - b. The child was insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy and was Disabled on that day, and is continuously Disabled thereafter.

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

- i. Your adopted child; or
- ii. Your stepchild and the child of your Spouse, if living in your home.

Your child is Disabled if your child is:

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

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

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

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

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

Evidence Of Insurability means an applicant must:

- 1. Complete and sign our medical history statement;
- 2. Sign our form authorizing us to obtain information about the applicant's health;

- 3. Undergo a physical examination, if required by us, which may include blood testing; and
- 4. Provide any additional information about the applicant's insurability that we may reasonably require.

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

Injury means an injury to your body.

Life Insurance means life insurance under the Group Policy.

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

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

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

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

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

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

Sickness means your sickness, illness, or disease.

Spouse means:

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

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

Supplemental Life Insurance means supplemental life insurance, if any, under the Group Policy.

Totally Disabled means you are unable to perform with reasonable continuity the Material Duties of Any Occupation as a result of Sickness, accidental Injury, or Pregnancy. Any Occupation means any gainful occupation for which you are reasonably fitted by education, training and experience.

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POLICYHOLDER PROVISIONS

A. Premiums

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

B. Contributions From Members

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

C. Changes In Premium Rates

We may change Premium Rates for Supplemental Life Insurance upon 60 days written notice, but not more often than once in any calendar year.

We may change any other Premium Rates when:

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

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

D. Payment Of Premiums

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

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

E. Grace Period And Termination For Nonpayment

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

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

The Policyholder is liable for premium for insurance under the Group Policy during the Grace Period. We may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

F. Termination For Other Reasons

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

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

We may terminate the Group Policy as follows:

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

The minimum advance notice of such termination by us is the same as the Notice of Rate Change stated in the **Coverage Features**.

G. Premium Adjustments

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

H. Certificates

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

I. Records And Reports

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

J. Notice Of Suit And Indemnification

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

The Policyholder and Employer are liable for their own negligent, intentional or wrongful acts or omissions, and those of any insurance broker/agent or administrator acting for or on behalf of either of them, arising from or connected with the administration of the Group Policy. The Policyholder and Employer will indemnify and hold us harmless from any and all contractual or extra-contractual claims, demands, losses, costs and expenses, including interest, penalties and attorney's fees, which we may incur or suffer as a result of any such negligent intentional or wrongful acts.

K. Entire Contract, Changes

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

The Group Policy may be changed in whole or in part. No change in the Group Policy will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. No agent has authority to change the Group Policy or to waive any of its provisions.

L. Effect On Workers' Compensation, State Disability Insurance

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

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STANDARD INSURANCE COMPANY

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

GROUP SHORT TERM DISABILITY INSURANCE POLICY

Policyholder	Franklin County School District
Policy Number:	158971-A
Effective Date:	January 1, 2015

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

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

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

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

STANDARD INSURANCE COMPANY

By

Chairman, President and CEO GP190–STD/S399

Corporate Secretary

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COVERAGE FEATURES

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

GENERAL POLICY INFORMATION

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BECOMING INSURED

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

Definition of Member:	You are a Member if you are:
	1. An active employee of the Employer; and
	2. Regularly working at least 20 hours each week.
	You are not a Member if you are:
	1. A temporary or seasonal employee.
	2. A leased employee.
	3. An independent contractor.
	4. A full time member of the armed forces of any country.
Class Definition:	None
Eligibility Waiting Period:	You are eligible on one of the following dates, but not before the Group Policy Effective Date:
	If you are a Member on the Group Policy Effective Date, you are eligible on the first day of the calendar month following the date you become a Member.
	If you become a Member after the Group Policy Effective Date, you are eligible on the first day of the calendar month following the date you become a Member.
Evidence Of Insurability:	Required:
	a. For late application for Contributory insurance.
	b. For reinstatements if required.
	c. For Members eligible but not insured under the Prior Plan.

PREMIUM CONTRIBUTIONS

Insurance is:

Contributory

SCHEDULE OF INSURANCE STD Benefit: 60% of the first \$1,500 of your Predisability Earnings, before reduction by Deductible Income. \$900 before reduction by Deductible Income. Maximum: Minimum: \$15 **Benefit Waiting Period:** For Disability caused by accidental Injury: 14 days For Disability caused by Physical Disease, Pregnancy or Mental Disorder: 14 days However, you will be credited for time served under the Prior Plan's benefit waiting period when your Disability is a recurrent disability under the Prior Plan's recurrent disability provisions.

Maximum Benefit Period:

90 days. However, if you are eligible for benefits under a long term disability insurance plan sponsored by your Employer, your Maximum Benefit Period will be reduced by the Benefit Waiting Period.

If you are Disabled for less than one full week, we will pay one-seventh of the STD Benefit for each day of Disability.

DISABILITY PROVISIONS

Partial Disability:

Covered. The Partial Disability Income Percentage is 60% of your Predisability Earnings.

See **Definition Of Disability** for more information.

EXCLUSIONS AND LIMITATIONS

Work Related Disability Exclusion:

Yes

No

No

See **Exclusions** and **Limitations** for these and other exclusions and limitations.

OTHER PROVISIONS

Daily Hospital Benefit:

First Day Hospital Benefit:

Leave Of Absence Period:

Predisability Earnings based on:

30 days or less. Earnings in effect on your last full day of Active Work.

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The preceding 52 weeks.

PREMIUM RATES AND RENEWALS

Premium Rate:

Age of insured on last January 1	Monthly rate per \$10.00 of STD Benefit before reduction by Deductible Income
Under age 25 25 through 29 30 through 34 35 through 39 40 through 44 45 through 49 50 through 54 55 through 59 60 through 64 65 through 69 70 through 74 75 or over	
Premium Due Dates:	January 1, 2015 and the first day of each calendar month thereafter.
Grace Period:	31 days
Initial Rate Guarantee Period:	January 1, 2015 to January 1, 2017
Notice of Rate Change:	60 days
Minimum Participation Number:	10 insured Members
Minimum Participation Percentage:	25% of eligible Members

INSURING CLAUSE

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

DEFINITION OF DISABILITY

You are Disabled if you meet either of the following definitions:

- A. Definition Of Disability; or
- B. Definition Of Partial Disability.
- A. Definition Of Disability

You are Disabled if, as a result of Physical Disease, Injury, Pregnancy, or Mental Disorder you are unable to perform with reasonable continuity the Material Duties of your Own Occupation.

B. Definition Of Partial Disability

You are Partially Disabled when you work for your Employer but, as a result of Physical Disease, Injury, Pregnancy, or Mental Disorder are unable to earn more than the Partial Disability Income Percentage shown in the **Coverage Features**.

One half of your Work Earnings will be Deductible Income. See **Return To Work Incentive** and **Deductible Income**.

Own Occupation means any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as your regular and ordinary employment with your Employer. Your Own Occupation is not limited to your job with your Employer.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by those engaged in a particular occupation.

RETURN TO WORK INCENTIVE

A. During The Benefit Waiting Period

You may serve your Benefit Waiting Period while working for your Employer, if you meet either the Definition Of Disability or the Definition Of Partial Disability.

B. After The Benefit Waiting Period

You are eligible for the Return To Work Incentive on the first day you work for your Employer after the Benefit Waiting Period if STD Benefits are payable on that date.

One half of your Work Earnings will be Deductible Income.

Work Earnings means your gross weekly earnings from work you perform for your Employer while Disabled.

TEMPORARY RECOVERY

You may temporarily recover from your Disability during the Maximum Benefit Period, and then become Disabled again from the same cause or causes, without having to serve a new Benefit Waiting Period. Temporary Recovery means you cease to be Disabled for no longer than the allowable period.

A. Allowable Period

The allowable period of recovery during the Maximum Benefit Period is a total of 90 days.

B. Effect Of Temporary Recovery

If your Temporary Recovery does not exceed the allowable period, 1 through 4 below will apply.

- 1. The Predisability Earnings used to determine your STD Benefit will not change.
- 2. The period of Temporary Recovery will not count toward your Maximum Benefit Period.
- 3. No STD Benefits will be payable for the period of Temporary Recovery.
- 4. Except as stated above, the provisions of the Group Policy will be applied as if there had been no interruption of your Disability.

WHEN STD BENEFITS END

Your STD Benefits end automatically on the earliest of 1 through 5 below.

- 1. The date you are no longer Disabled.
- 2. The date your Maximum Benefit Period ends.
- 3. The date you die.
- 4. The date you begin working for an employer other than your Employer, or become self-employed.
- 5. The date long term disability benefits become payable to you under a group long term disability policy issued by us.

PREDISABILITY EARNINGS

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work unless a different date applies (see the **Coverage Features**). However, if you are a Partner, L.L.C. Owner-Employee, Sole Proprietor or S-Corporation Shareholder, your Predisability Earnings will be based on your Employer's prior tax year or the Policyholder's prior tax year if you are a P.C. Partner. Any subsequent change in your earnings will not affect your Predisability Earnings.

A. Partners, P.C. Partners, L.L.C. Owner-Employees, Sole Proprietors and S-Corporation Shareholders

If you are a Partner, L.L.C. Owner-Employee, Sole Proprietor or S-Corporation Shareholder, Predisability Earnings means your average weekly compensation from your Employer during the Employer's prior tax year. If you are a P.C. Partner, Predisability Earnings means the average weekly compensation received by your professional corporation from the Policyholder during the Policyholder's prior tax year. Your average weekly compensation is determined by adding the following amounts as reported on the applicable Schedule K-1, Schedule C, Form W-2 or S-Corporation federal income tax return, and dividing by 52 (or by the number of weeks you were a Partner, P.C. Partner, L.L.C. Owner-Employee, Sole Proprietor or S-Corporation Shareholder if less than 52):

- 1. Your ordinary income (loss) from trade or business activity(ies).
- 2. Your guaranteed payments, if you are a Partner.
- 3. Your net profit from business.
- 4. Your compensation (as an officer), salary, or wages, if you are an S-Corporation Shareholder.

If you were not a Partner, P.C. Partner, L.L.C. Owner-Employee, Sole Proprietor or S-Corporation Shareholder during the entire prior tax year, your Predisability Earnings will be your average weekly compensation for your period as a Partner, P.C. Partner, L.L.C. Owner-Employee, Sole Proprietor or S-Corporation Shareholder.

B. All Other Members

Predisability Earnings means your weekly rate of earnings from your Employer including:

- 1. Commissions averaged over the Earnings Period shown in the **Coverage Features** or over the period of your employment if less than the Earnings Period.
- 2. Shift differential pay.

Predisability Earnings does not include:

- 1. Bonuses.
- 2. Overtime pay.
- 3. Any other extra compensation.

If you are paid on an annual contract basis, your weekly rate of earnings is one fifty-second (1/52nd) of your annual contract salary.

If you are paid hourly, your weekly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per week, but not more than 40 hours. If you do not have regular work hours, your weekly rate of earnings is based on the average number of hours you worked per week during the preceding 52 weeks (or during your period of employment if less than 52 weeks), but not more than 40 hours.

C. All Members

Predisability Earnings includes:

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

Predisability Earnings does not include:

- 1. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan; or
- 2. Stock options or stock bonuses.

DEDUCTIBLE INCOME

Deductible Income means:

- 1. Your Work Earnings, as described in the **Return To Work Incentive**.
- 2. Any amount you receive or are eligible to receive because of your disability under a state disability income benefit law or similar law.
- 3. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while STD Benefits are payable.
- 4. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law.
- 5. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.

RULES FOR DEDUCTIBLE INCOME

A. Weekly Equivalents

Each week we will determine your STD Benefit using the Deductible Income for the same weekly period, even if you actually receive the Deductible Income in another week.

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

B. Your Duty To Pursue Deductible Income

You must pursue Deductible Income for which you may be eligible. We may ask for written documentation of your pursuit of Deductible Income. You must provide it within 60 days after we mail you our request. Otherwise, we may reduce your STD Benefits by the amount we estimate you would be eligible to receive upon proper pursuit of the Deductible Income.

C. Pending Deductible Income

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

BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

During each period of continuous Disability, we will pay STD Benefits according to the terms of the Group Policy in effect on the date you become Disabled. Your right to receive STD Benefits for a period of Disability which begins while you are insured will not be affected by:

- 1. Termination of the Group Policy after you become Disabled;
- 2. Termination of your insurance while the Group Policy remains in force; or
- 3. Any amendment to the Group Policy approved after the date you become Disabled.

EFFECT OF NEW DISABILITY

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

- 1. STD Benefits will not continue beyond the end of the original Maximum Benefit Period.
- 2. All provisions of the Group Policy, including the Exclusions and Limitations sections will apply to the new cause of Disability.

EXCLUSIONS

A. War

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

B. Intentionally Self-Inflicted Injury

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

C. Work Related

You are not covered for a Disability arising out of or in the course of any employment for wage or profit, if you are receiving benefits for the disability under any workers' compensation or occupational disease law.

LIMITATIONS

A. Care Of A Physician

You must be under the ongoing care of a Physician in the appropriate specialty as determined by us during the Benefit Waiting Period. No STD Benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician in the appropriate specialty as determined by us.

B. Occupational Benefits

No STD Benefits will be paid for any period when you are receiving benefits under a workers' compensation law or similar law. If your claim for these benefits is accepted, compromised or settled (whether disputed or undisputed), you must repay us for the full amount of any payments we make to you while your claim for occupational benefits is pending.

C. Paid Sick Leave Or Other Salary Continuation

No STD Benefits will be paid for any period when you are receiving paid sick leave or other salary continuation (but not vacation pay) from your Employer.

D. Working

No STD Benefits will be paid for any period: (a) when you are working for wage or profit for any employer other than your Employer; or (b) when you are self-employed. This limitation applies whether you are working in your own or another occupation.

CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If you do not receive our forms within 15 days after you ask for them, you may submit your claim in a letter to us. The letter should include the date Disability began, and the cause and nature of the Disability.

B. Time Limits On Filing Proof Of Loss

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

C. Proof Of Loss

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

D. Documentation

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

E. Investigation Of Claim

We may investigate your claim at any time.

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

F. Time Of Payment

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

STD Benefits will be paid to you at the end of each week you qualify for them. STD Benefits remaining unpaid at your death will be paid to your estate.

G. Overpayment Of Claim

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

H. Notice Of Decision On Claim

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

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

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

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

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. A description of any additional information needed to support your claim.
- d. Information concerning your right to a review of our decision.
- I. Review Procedure

You must request in writing a review of a denial of all or part of your claim within 60 days after you receive notice of the denial.

When you request a review, you may send us written comments or other items to support your claim. You may review any non-privileged information that relates to your request for review.

We will review your claim promptly after we receive your request. We will send you a notice of our decision within 60 days after we receive your request, or within 120 days if special circumstances require an extension. We will state the reasons for our decision and refer you to the relevant parts of the Group Policy.

J. Assignment

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

ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in its administration, interpretation, and application.

Our authority includes, but is not limited to:

- 1. The right to resolve all matters when a review has been requested;
- 2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
- 3. The right to determine:
 - a. Eligibility for insurance;
 - b. Entitlement to benefits;
 - c. Amount of benefits payable;
 - d. Sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after you have given us Proof Of Loss. No such action may be brought after expiration of the applicable statute of limitations from the earlier of:

- 1. The date we receive Proof Of Loss; and
- 2. The end of the period within which Proof Of Loss is required to be given.

INCONTESTABILITY PROVISIONS

A. Incontestability Of Member's Insurance

Any statement you make to obtain insurance is a representation and not a warranty.

No misrepresentation by you will be used to reduce or deny your claim unless:

- 1. Your insurance would not have been approved if we had known the truth; and
- 2. We have given you a copy of a written instrument signed by you which contains your misrepresentation.

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

B. Incontestability Of Group Policy

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

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

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

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

WHEN YOUR INSURANCE BECOMES EFFECTIVE

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

A. Noncontributory Insurance

Subject to the **Active Work Provisions**, your Noncontributory insurance becomes effective on the date you become eligible.

B. Contributory Insurance

You must apply in writing for Contributory insurance and agree to pay premiums. Subject to the **Active Work Provisions**, your insurance becomes effective on:

- 1. The date you become eligible, if you apply on or before that date;
- 2. The date you apply, if you apply within 31 days after you become eligible; or
- 3. The date we approve your Evidence Of Insurability, if you apply more than 31 days after you become eligible (late application).
- C. Insurance Subject To Evidence Of Insurability

Subject to the **Active Work Provisions**, insurance subject to Evidence Of Insurability becomes effective on the date we approve Evidence Of Insurability.

- D. Takeover Provisions
 - 1. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.
 - 2. You must submit satisfactory Evidence Of Insurability to become insured for insurance if you were eligible for insurance under the Prior Plan for more than 31 days but were not insured.

ACTIVE WORK PROVISIONS

A. Active Work Requirement

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

Active Work and Actively At Work mean performing the Material Duties of your Own Occupation at your Employer's usual place of business.

You will also meet the Active Work requirement if:

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

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- 3. You were capable of Active Work on the day before the scheduled effective date of your insurance.
- B. Changes In Insurance

This Active Work requirement also applies to any increase in your insurance. However, if you return to Active Work during a period of Disability or Temporary Recovery (see **Temporary Recovery**), you will not qualify for any change in insurance caused by a change in:

- 1. Your status as a member of a class;
- 2. The rate of earnings used to determine your Predisability Earnings; or
- 3. The terms of the Group Policy.

WHEN YOUR INSURANCE ENDS

Your insurance ends automatically on the earliest of:

- 1. The date the last period ends for which you made a premium contribution, if your insurance is Contributory.
- 2. The date the Group Policy terminates.
- 3. The date your employment terminates.
- 4. The date you cease to be a Member. However, if you cease to be a Member because you are not working the required minimum number of hours, your insurance will be continued during the following periods, unless it ends under 1 through 3 above.
 - a. While your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member.
 - b. During the Benefit Waiting Period and while STD Benefits are payable.
 - c. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
 - d. During any other leave of absence approved by your Employer in advance and in writing and scheduled to last the Leave Of Absence Period shown in the **Coverage Features**.

CONTINUED INSURANCE DURING SCHOOL VACATIONS

If you cease to be a Member because of a school break or vacation, your insurance will be continued during that period.

REINSTATEMENT OF INSURANCE

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

- 1. If your insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
- 2. If your insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
- 3. If your insurance ends because you are on a federal or state mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state mandated family or medical leave act or law.

CLERICAL ERROR AND MISSTATEMENT

A. Clerical Error

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

- 1. Cause a person to become insured.
- 2. Invalidate insurance under the Group Policy otherwise validly in force.
- 3. Continue insurance under the Group Policy otherwise validly terminated.
- B. The Policyholder and your Employer act on their own behalf as your agent, and not as our agent.
- C. Misstatement Of Age

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

- 1. The amount of insurance based on the correct age; and
- 2. The difference between the amount paid and the amount which would have been paid if the age had been correctly stated.

TERMINATION OR AMENDMENT OF THE GROUP POLICY

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

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

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

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

DEFINITIONS

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

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

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

Providing Evidence Of Insurability means you must:

- 1. Complete and sign our medical history statement;
- 2. Sign our form authorizing us to obtain information about your health;
- 3. Undergo a physical examination, if required by us, which may include blood testing; and

4. At your expense, provide any additional information about your insurability that we may reasonably require.

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

Injury means an injury to your body.

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

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

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

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

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

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

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

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

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

STD Benefit means the weekly benefit payable to you under the terms of the Group Policy.

POLICYHOLDER PROVISIONS

A. Premiums

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

B. Contributions From Members

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

C. Changes In Premium Rates

We may change Premium Rates when:

1. A change or clarification in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in our obligations;

- 2. Factors material to underwriting the risk we assumed under the Group Policy with respect to an Employer, including, but not limited to, number of persons insured, age, Predisability Earnings, gender, and occupational classification, change by 25% or more.
- 3. We and the Policyholder mutually agree to change Premium Rates.

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

D. Payment Of Premiums

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

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

E. Grace Period And Termination For Nonpayment

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

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

The Policyholder is liable for premium for insurance under the Group Policy during the Grace Period. We may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

F. Termination For Other Reasons

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

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

We may terminate the Group Policy as follows:

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

The minimum advance notice of such termination by us is the same as the Notice of Rate Change stated in the **Coverage Features**.

G. Premium Adjustments

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

H. Certificates

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

I. Records And Reports

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

J. Notice Of Suit

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

K. Entire Contract, Changes

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

The Group Policy may be changed in whole or in part. No change in the Group Policy will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. No agent has authority to change the Group Policy or to waive any of its provisions.

L. Effect On Workers' Compensation, State Disability Insurance

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

STDP97

STANDARD INSURANCE COMPANY

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

GROUP LONG TERM DISABILITY INSURANCE POLICY

Policyholder:	Franklin County School District
Policy Number:	158971-В
Effective Date:	January 1, 2015

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

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

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

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

STANDARD INSURANCE COMPANY

By

Chairman, President and CEO

Apreg mi

Corporate Secretary

GP190-LTD/S399

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COVERAGE FEATURES

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

GENERAL POLICY INFORMATION

Group Policy Number:	158971-B
Policyholder:	Franklin County School District
Employer(s):	Franklin County School District
Group Policy Effective Date:	January 1, 2015
Policy Issued in:	Florida

Member means:

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

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

Class Definition: None

SCHEDULE OF INSURANCE

Eligibility Waiting Period:	You are eligible on one of the following dates, but not before the Group Policy Effective Date:
	If you are a Member on the Group Policy Effective Date, you are eligible on the first day of the calendar month following the date you become a Member.
	If you become a Member after the Group Policy Effective Date, you are eligible on the first day of the calendar month following the date you become a Member.
Eligibility Waiting Daried means the m	mind you must be a Mambar before you become aligible for

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

Own Occupation Period: Any Occupation Period:	The first 24 months for which LTD Benefits are paid. From the end of the Own Occupation Period to the end of the Maximum Benefit Period.
LTD Benefit:	60% of the first \$8,333 of your Predisability Earnings, reduced by Deductible Income.

Maximum:	\$5,000 before reduction by Deductible Income.
Minimum:	\$100
Assisted Living Benefit:	An additional 20% of the first \$8,333 of your Predisability Earnings, but not to exceed \$1,667. The Assisted Living Benefit is not reduced by Deductible Income.
Guarantee Issue Amount:	See When Your Insurance Becomes Effective.
Benefit Waiting Period:	90 days. However, you will be credited for time served under the Prior Plan's benefit waiting period when your Disability is a recurrent disability under the Prior Plan's recurrent disability provisions.
Maximum Benefit Period:	Determined by your age when Disability begins, as follows:
Age	Maximum Benefit Period
61 or younger	. To age 65, or to SSNRA, or 3 years 6 months, whichever is longest.
63	. 1 year 9 months . 1 year 6 months . 1 year 3 months

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

PREMIUM CONTRIBUTIONS

Insurance is:

Contributory

PREMIUM AND RENEWALS

Premium Rates:

LTD Insurance:

Age of insured on last January 1

% times amount of each insured Member's Insured Predisability Earnings before reduction by Deductible Income

Under ege OF
Under age 25
25 through 29
30 through 34
35 through 39
40 through 44
45 through 49
50 through 54
55 through 59
60 through 64
65 through 69
70 through 74
75 or over

0.110 % 0.180 % 0.260 % 0.320 % 0.450 % 0.650 % 0.930 % 1.110 % 1.080 % 1.080 % Premium Due Dates:January 1, 2015 and the first day of each calendar month
thereafter.Initial Rate Guarantee Period:January 1, 2015 to January 1, 2018Minimum Participation Number:10 insured MembersMinimum Participation Percentage:25% of eligible Members

INSURING CLAUSE

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

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BECOMING INSURED

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

You are a Member if you are:

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

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

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

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

WHEN YOUR INSURANCE BECOMES EFFECTIVE

A. When Insurance Becomes Effective

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

1. Insurance Subject To Evidence Of Insurability

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

2. Insurance Not Subject To Evidence of Insurability

The **Coverage Features** states whether insurance is Contributory or Noncontributory.

a. Noncontributory Insurance

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

b. Contributory Insurance

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

- i. The date you become eligible if you apply on or before that date; or
- ii. The date you apply if you apply within 31 days after you become eligible.

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

B. Takeover Provisions

- 1. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.
- 2. You must submit satisfactory Evidence Of Insurability to become insured if you were eligible for insurance under the Prior Plan for more than 31 days but were not insured.
- C. Evidence Of Insurability Requirement

Evidence Of Insurability satisfactory to us is required:

- a. For late application for Contributory insurance.
- b. For Members eligible but not insured under the Prior Plan.
- c. For reinstatements if required.

If you were eligible but not insured for Contributory coverage under the Prior Plan on the day before the Group Policy Effective Date, Evidence Of Insurability will not be required to become insured on the Group Policy Effective Date provided you apply during the open enrollment period beginning December 1, 2014 and ending on December 31, 2014. However, Evidence Of Insurability will not be waived if you were not insured for Contributory coverage under the Prior Plan because you previously submitted evidence of good health that was not approved.

Providing Evidence Of Insurability means you must:

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

(VAR EOI) LT.EF.OT.1X

ACTIVE WORK PROVISIONS

A. Active Work Requirement

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

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

B. Changes In Insurance

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

LT.AW.OT.1

CONTINUITY OF COVERAGE

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

- 1. You were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy;
- 2. You became insured under the Group Policy when your insurance under the Prior Plan ceased;

- 3. You were continuously insured under the Group Policy from the effective date of your insurance under the Group Policy through the date you became Disabled from the Preexisting Condition; and
- 4. Benefits would have been payable under the terms of the Prior Plan if it had remained in force, taking into account the preexisting condition exclusion, if any, of the Prior Plan.

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

- a. The monthly benefit that would have been payable under the terms of the Prior Plan if it had remained in force; or
- b. The LTD Benefit payable under the terms of the Group Policy, but without application of the Preexisting Condition Exclusion.

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

- a. The date benefits would have ended under the terms of the Prior Plan if it had remained in force; or
- b. The date LTD Benefits end under the terms of the Group Policy.

(PX) LT.CC.OT.1

WHEN YOUR INSURANCE ENDS

Your insurance ends automatically on the earliest of:

- 1. The date the last period ends for which a premium contribution was made for your insurance.
- 2. The date the Group Policy terminates.
- 3. The date your employment terminates.
- 4. The date you cease to be a Member. However, your insurance will be continued during the following periods when you are absent from Active Work, unless it ends under any of the above.
 - a. During the first 90 days of a temporary or indefinite administrative or involuntary leave of absence or sick leave, provided your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member. A period when you are absent from Active Work as part of a severance or other employment termination agreement is not a leave of absence, even if you are receiving the same Predisability Earnings.
 - b. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
 - c. During any other temporary leave of absence approved by your Employer in advance and in writing and scheduled to last 30 days or less. A period of Disability is not a leave of absence.
 - d. During the Benefit Waiting Period.

LT.EN.OT.1

CONTINUED INSURANCE DURING SCHOOL VACATIONS

If you cease to be a Member because of a school break or vacation, your insurance will be continued during that period.

LT.SV.OT.1

WAIVER OF PREMIUM

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

LT.WP.OT.1

REINSTATEMENT OF INSURANCE

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

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

LT.RE.OT.2

DEFINITION OF DISABILITY

You are Disabled if you meet one of the following definitions during the period it applies:

- A. Own Occupation Definition Of Disability;
- B. Any Occupation Definition Of Disability; or
- C. Partial Disability Definition.
- A. Own Occupation Definition Of Disability

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

You are Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to perform with reasonable continuity the Material Duties of your Own Occupation.

Note: You are not Disabled merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license.

During the Own Occupation Period you may work in another occupation while you meet the Own Occupation Definition Of Disability. However, you will no longer be Disabled when your Work Earnings from another occupation meet or exceed 80% of your Indexed Predisability Earnings. Your Work Earnings may be Deductible Income. See **Return To Work Provisions** and **Deductible Income**.

Own Occupation means any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as the occupation you are regularly performing for your Employer when Disability begins. In determining your Own Occupation, we are not limited to looking at the way you perform your job for your Employer, but we may also look at the way the occupation is generally performed in the national economy. If your Own Occupation involves the rendering of professional services and you are required to have a professional or occupational license in order to work, your Own Occupation is as broad as the scope of your license.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted.

B. Any Occupation Definition Of Disability

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

You are Disabled from all occupations if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to perform with reasonable continuity the Material Duties of Any Occupation.

Any Occupation means any occupation or employment which you are able to perform, whether due to education, training, or experience, which is available at one or more locations in the national economy and in which you can be expected to earn at least 80% of your Indexed Predisability Earnings within twelve months following your return to work, regardless of whether you are working in that or any other occupation.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

C. Partial Disability Definition

During the Benefit Waiting Period and the Own Occupation Period, you are Partially Disabled when you work in your Own Occupation but, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to earn 80% or more of your Indexed Predisability Earnings, in that occupation.

Your Work Earnings may be Deductible Income. See **Return To Work Provisions** and **Deductible Income**.

Your Own Occupation Period and Any Occupation Period are shown in the **Coverage Features**.

(OR DEF_OWN_ANY_NO 40) LT.DD.OT.1

RETURN TO WORK PROVISIONS

A. Return To Work Incentive

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

You are eligible for the Return To Work Incentive on the first day you work after the Benefit Waiting Period if LTD Benefits are payable on that date. The Return To Work Incentive changes 12 months after that date, as follows:

- 1. During the first 12 months, your Work Earnings will be Deductible Income as determined in a., b. and c:
 - a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your Work Earnings to that amount.

- b. Determine 100% of your Indexed Predisability Earnings.
- c. If a. is greater than b., the difference will be Deductible Income.
- 2. After those first 12 months, 50% of your Work Earnings will be Deductible Income.

B. Work Earnings Definition

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

Work Earnings includes earnings from your Employer, any other employer, or self-employment, and any sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.

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

In determining your Work Earnings we:

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

If we determine that your earnings vary substantially from month to month, we may determine your Work Earnings by averaging your earnings over the most recent three-month period. During the Own Occupation Period you will no longer be Disabled when your average Work Earnings over the last three months exceed 80% of your Indexed Predisability Earnings. During the Any Occupation Period you will no longer be Disabled when your average Work Earnings over the last three months exceed 80% of your Indexed Predisability Earnings.

(NO RESP) LT.RW.OT.1

REASONABLE ACCOMMODATION EXPENSE BENEFIT

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

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

LT.RA.OT.1

REHABILITATION PLAN PROVISION

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

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

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

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

- a. Training and education expenses.
- b. Family care expenses.
- c. Job-related expenses.
- d. Job search expenses.

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

TEMPORARY RECOVERY

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

- A. Allowable Periods
 - 1. During the Benefit Waiting Period: a total of 90 days of recovery.
 - 2. During the Maximum Benefit Period: 180 days for each period of recovery.
- B. Effect Of Temporary Recovery

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

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

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

WHEN LTD BENEFITS END

Your LTD Benefits end automatically on the earliest of:

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

LT.BE.OT.1

PREDISABILITY EARNINGS

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work. However, if you are a Partner, L.L.C. Owner-Employee, Sole Proprietor or S-Corporation Shareholder, your Predisability Earnings will be based on your Employer's prior tax year or the Policyholder's prior tax year if you are a P.C. Partner. Any subsequent change in your earnings after that last day of Active Work will not affect your Predisability Earnings.

A. Partners, P.C. Partners, L.L.C. Owner-Employees, Sole Proprietors and S-Corporation Shareholders

If you are a Partner, L.L.C. Owner-Employee, Sole Proprietor or S-Corporation Shareholder, Predisability Earnings means your average monthly compensation from your Employer during the Employer's prior tax year. If you are a P.C. Partner, Predisability Earnings means the average monthly compensation received by your professional corporation from the Policyholder during the Policyholder's prior tax year. Your average monthly compensation is determined by adding the following amounts as reported on the applicable Schedule K-1, Schedule C, Form W-2 or S-Corporation federal income tax return, and dividing by 12 (or by the number of months you were a Partner, P.C. Partner, L.L.C. Owner-Employee, Sole Proprietor or S-Corporation Shareholder if less than 12):

- 1. Your ordinary income (loss) from trade or business activity(ies).
- 2. Your guaranteed payments, if you are a Partner.
- 3. Your net profit (loss) from business.
- 4. Your compensation (as an officer), salary, or wages, if you are an S-Corporation Shareholder.

If you were not a Partner, P.C. Partner, L.L.C. Owner-Employee, Sole Proprietor or S-Corporation Shareholder during the entire prior tax year, your Predisability Earnings will be your average monthly compensation for your period as a Partner, P.C. Partner, L.L.C. Owner-Employee, Sole Proprietor or S-Corporation Shareholder.

B. All Other Members

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

- 1. Commissions averaged over the preceding 12 months or over the period of your employment if less than 12 months.
- 2. Shift differential pay.

Predisability Earnings does not include:

- 1. Bonuses.
- 2. Overtime pay.
- 3. Any other extra compensation.

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

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

C. All Members

Predisability Earnings includes:

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

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

Predisability Earnings does not include:

- 1. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan; or
- 2. Stock options or stock bonuses.

(K1_REG WITH COM_NO STOCK) LT.PD.OT.1

DEDUCTIBLE INCOME

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

- 1. Sick pay, annual or personal leave pay, severance pay, or other salary continuation, including donated amounts, (but not vacation pay) payable to you by your Employer.
- 2. Your Work Earnings, as described in the **Return To Work Provisions**.
- 3. Any amount you receive or are eligible to receive because of your disability, including amounts for partial or total disability, whether permanent, temporary, or vocational, under any of the following:
 - a. A workers' compensation law;
 - b. The Jones Act;
 - c. Maritime Doctrine of Maintenance, Wages, or Cure;
 - d. Longshoremen's and Harbor Worker's Act; or
 - e. Any similar act or law.
- 4. Any amount you, your Spouse, or your child under age 18 receive or are eligible to receive because of your disability or retirement under:
 - a. The Federal Social Security Act;
 - b. The Canada Pension Plan;
 - c. The Quebec Pension Plan;
 - d. The Railroad Retirement Act; or
 - e. Any similar plan or act.

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

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

- 5. Any amount you receive or are eligible to receive because of your disability under any state disability income benefit law or similar law.
- 6. Any amount you receive or are eligible to receive because of your disability under another group insurance coverage.

7. Any disability or retirement benefits you receive or are eligible to receive under your Employer's retirement plan, including a public employee retirement system, a state teacher retirement system, and a plan arranged and maintained by a union or employee association for the benefit of its members. You and your Employer's contributions will be considered as distributed simultaneously throughout your lifetime, regardless of how funds are distributed from the retirement plan.

If any of these plans has two or more payment options, the option which comes closest to providing you a monthly income for life with no survivors benefit will be Deductible Income, even if you choose a different option.

- 8. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while LTD Benefits are payable.
- 9. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law.
- 10. Any amount you receive or are eligible to receive from or on behalf of a third party because of your disability, whether by judgment, settlement or other method. If you notify us before filing suit or settling your claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees.
- 11. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.

(SL NO CHOICE_DOM_NO OTHR OFFST_PUB_WITH 3RD) LT.DI.OT.1

EXCEPTIONS TO DEDUCTIBLE INCOME

Deductible Income does not include:

- 1. Any cost of living increase in any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.
- 2. Reimbursement for hospital, medical, or surgical expense.
- 3. Reasonable attorneys fees incurred in connection with a claim for Deductible Income.
- 4. Benefits from any individual disability insurance policy.
- 5. Early retirement benefits under the Federal Social Security Act which are not actually received.
- 6. Group credit or mortgage disability insurance benefits.
- 7. Accelerated death benefits paid under a life insurance policy.
- 8. Benefits from the following:
 - a. Profit sharing plan.
 - b. Thrift or savings plan.
 - c. Deferred compensation plan.
 - d. Plan under IRC Section 401(k), 408(k), 408(p), or 457.
 - e. Individual Retirement Account (IRA).
 - f. Tax Sheltered Annuity (TSA) under IRC Section 403(b).
 - g. Stock ownership plan.
 - h. Keogh (HR-10) plan.

(PUB_NO OTHR OFFST) LT.ED.OT.1

RULES FOR DEDUCTIBLE INCOME

A. Monthly Equivalents

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

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

B. Your Duty To Pursue Deductible Income

You must pursue Deductible Income for which you may be eligible. We may ask for written documentation of your pursuit of Deductible Income. You must provide it within 60 days after we mail you our request. Otherwise, we may reduce your LTD Benefits by the amount we estimate you would be eligible to receive upon proper pursuit of the Deductible Income.

C. Pending Deductible Income

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

D. Overpayment Of Claim

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

LT.RU.OT.1

SUBROGATION

If LTD Benefits are paid or payable to you under the Group Policy as the result of any act or omission of a third party, we will be subrogated to all rights of recovery you may have in respect to such act or omission. You must execute and deliver to us such instruments and papers as may be required and do whatever else is needed to secure such rights. You must avoid doing anything that would prejudice our rights of subrogation.

If you notify us before filing suit or settling your claim against such third party, the amount to which we are subrogated will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees. If suit or action is filed, we may record a notice of payments of LTD Benefits, and such notice shall constitute a lien on any judgment recovered.

If you or your legal representative fail to bring suit or action promptly against such third party, we may institute such suit or action in our name or in your name. We are entitled to retain from any judgment recovered the amount of LTD Benefits paid or to be paid to you or on your behalf, together with our costs of recovery, including attorney fees. The remainder of such recovery, if any, shall be paid to you or as the court may direct.

LT.SG.OT.1

ADDITIONAL BENEFITS FOR THE SEVERELY DISABLED

A. Assisted Living Benefit

If you meet the requirements in 1 through 3 below, we will pay Assisted Living Benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

Assisted Living Benefit Requirements

- 1. You are Disabled and LTD Benefits are payable to you.
- 2. While you are Disabled:
 - a. You, due to loss of functional capacity as a result of Physical Disease or Injury, become unable to safely and completely perform two or more Activities Of Daily Living without Hands-on Assistance or Standby Assistance; or
 - b. You require Substantial Supervision for your health or safety due to Severe Cognitive Impairment as a result of Physical Disease or Injury.
- 3. The condition in 2.a or 2.b above is expected to last 90 days or more as certified by a Physician in the appropriate specialty as determined by us.
- B. Amount Of The Assisted Living Benefit

See the **Coverage Features** for the amount of the Assisted Living Benefit.

C. Becoming Insured For Assisted Living Benefits

You are eligible for Assisted Living Benefit coverage if you are insured for LTD insurance. Subject to the **Active Work Provision**, your Assisted Living Benefit coverage becomes effective on the date your LTD insurance becomes effective.

D. Payment Of Assisted Living Benefits

We will pay Assisted Living Benefits within 60 days after Proof Of Loss is satisfied. Your Assisted Living Benefits will be paid to you at the same time LTD Benefits are payable.

E. Time Limits On Filing Proof Of Loss

Proof Of Loss for the Assisted Living Benefit must be provided within 90 days after the date the inability to perform Activities Of Daily Living or the Severe Cognitive Impairment begins. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

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

F. When Assisted Living Benefits End

Assisted Living Benefits end automatically on the earliest of:

- 1. The date you no longer meet the requirements in item A. above.
- 2. The date your LTD Benefits end.
- G. When Assisted Living Benefits Coverage Ends

Assisted Living Benefit coverage ends automatically on the earliest of:

- 1. The date your LTD insurance ends.
- 2. The date Assisted Living Benefit coverage terminates under the Group Policy.
- H. Assisted Living Benefits After Insurance Ends Or Is Changed

Your right to receive Assisted Living Benefits will not be affected by the occurrence of the events described in 1 or 2 below that become effective after you become Disabled.

1. Termination or amendment of the Group Policy or your Employer's coverage under the Group Policy.

- 2. Termination of Assisted Living Benefit coverage while the Group Policy or your Employer's coverage under the Group Policy remains in force.
- I. Exclusions and Limitations

No Assisted Living Benefit will be paid for any period when you are confined for any reason in a penal or correctional institution.

No Assisted Living Benefit will be paid if your inability to perform Activities Of Daily Living or your Severe Cognitive Impairment is caused or contributed to by:

- 1. War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
- 2. Any intentionally self-inflicted Injury, while sane or insane.
- 3. A Mental Disorder.
- 4. Use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.
- 5. A Preexisting Condition.
 - a. Definition: For purposes of the Assisted Living Benefit, Preexisting Condition means a mental or physical condition for which you have done any of the following:
 - i. consulted a physician or other licensed medical professional,
 - ii. received medical treatment or services or advice,
 - iii. undergone diagnostic procedures, including self-administered procedures, or
 - iv. taken prescribed drugs or medication

during the 3 months just before your Assisted Living Benefit coverage is effective.

b. Period Of Exclusion:

This exclusion will not apply after the Assisted Living Benefit coverage has been continuously in effect for a period of 12 months, if after that period you have been Actively At Work for at least one full day.

- 6. Committing or attempting to commit an assault or felony, or active participation in a violent disorder or riot. (Active participation does not include being at the scene of a violent disorder or riot while performing official duties.)
- J. Definitions For Assisted Living Benefit

Activities Of Daily Living means Bathing, Continence, Dressing, Eating, Toileting, or Transferring.

Bathing means washing oneself, whether in the tub or shower or by sponge bath, with or without the help of adaptive devices.

Continence means voluntarily controlling bowel and bladder function, or, if incontinent, maintaining a reasonable level of personal hygiene.

Dressing means putting on and removing all items of clothing, footwear, and medically necessary braces and artificial limbs.

Eating means getting food and fluid into the body, whether manually, intravenously, or by feeding tube.

Toileting means getting to and from and on and off the toilet, and performing related personal hygiene.

Transferring means moving into or out of a bed, chair or wheelchair, with or without adaptive devices.

Hands-on Assistance means the physical assistance of another person without which the insured would be unable to perform the Activity Of Daily Living.

Standby Assistance means the presence of another person within arm's reach of the insured that is necessary to prevent, by physical intervention, injury to the insured while the insured is performing the Activity Of Daily Living (such as being ready to catch the insured if the insured falls while getting into or out of the bathtub or shower as part of Bathing, or being ready to remove food from the insured's throat if the insured chokes while Eating).

Severe Cognitive Impairment means a loss or deterioration in intellectual capacity that is (a) comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia, and (b) is measured by clinical evidence and standardized tests approved by us that reliably measure impairment in (i) short-term or long-term memory, (ii) orientation as to people, places, or time, and (iii) deductive or abstract reasoning. Severe Cognitive Impairment does not include loss or deterioration as a result of a Mental Disorder.

Substantial Supervision means continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect you from threats to your health or safety (such as may result from wandering).

(WITH NEW ALB_WITH FULL EX/LIM_NO PRUDNT) LT.XB.OT.1

SURVIVORS DEATH BENEFIT

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

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

(MULTPL_DOM) LT.SB.FL.1

BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

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

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

LT.BA.OT.1

EFFECT OF NEW DISABILITY

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

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

LT.ND.OT.1

DISABILITIES EXCLUDED FROM COVERAGE

A. War

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

B. Intentionally Self-Inflicted Injury

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

- C. Preexisting Condition
 - 1. Definition

Preexisting Condition means a mental or physical condition whether or not diagnosed or misdiagnosed:

- a. For which you have done any of the following:
 - i. Consulted a physician or other licensed medical professional;
 - ii. Received medical treatment, services or advice;
 - iii. Undergone diagnostic procedures, including self-administered procedures;
 - iv. Taken prescribed drugs or medications;
- b. Which, as a result of any medical examination, including routine examination, was discovered or suspected;

at any time during the 90-day period just before your insurance becomes effective.

2. Exclusion

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

- a. Have been continuously insured under the Group Policy for 12 months; and
- b. Have been Actively At Work for at least one full day after the end of that 12 months.
- D. Loss Of License Or Certification

You are not covered for a Disability caused or contributed to by the loss of your professional license, occupational license or certification.

E. Violent Or Criminal Conduct

You are not covered for a Disability caused or contributed to by your committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively

participating does not include being at the scene of a violent disorder or riot while performing your official duties.

(NO PRUDNT) LT.XD.OT.1

DISABILITIES SUBJECT TO LIMITED PAY PERIODS

A. Mental Disorders and Substance Abuse

Payment of LTD Benefits is limited to 24 months for each period of continuous Disability caused or contributed to by any one or more of the following, or medical or surgical treatment of one or more of the following:

- 1. Mental Disorders; or
- 2. Substance Abuse.

However, if you are confined in a Hospital solely because of a Mental Disorder at the end of the 24 months, this limitation will not apply while you are continuously confined.

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

Substance Abuse means use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals. Hospital does not include any rehabilitative care facility unless the rehabilitative care is for treatment of physical disability and is provided in a licensed hospital which is accredited by the Joint Commission on the Accreditation of Hospitals, the American Osteopathic Association, or the Commission on the Accreditation of Rehabilitative Facilities.

- B. Rules For Disabilities Subject To Limited Pay Periods
 - 1. If you are Disabled as a result of a Mental Disorder or any Physical Disease or Injury for which payment of LTD Benefits is subject to a limited pay period, and at the same time are Disabled as a result of a Physical Disease, Injury, or Pregnancy that is not subject to such limitation, LTD Benefits will be payable first for conditions that are subject to the limitation.
 - 2. No LTD Benefits will be payable after the end of the limited pay period, unless on that date you continue to be Disabled as a result of a Physical Disease, Injury, or Pregnancy for which payment of LTD Benefits is not limited.

(NO OTHR LMS_NO LIFETM) LT.LP.FL.1

LIMITATIONS

A. Care Of A Physician

You must be under the ongoing care of a Physician in the appropriate specialty as determined by us during the Benefit Waiting Period. No LTD Benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician in the appropriate specialty as determined by us.

B. Foreign Residency

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

C. Imprisonment

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

(NO RESP_NO REHAB LIM) LT.LM.OT.1

CLAIMS

A. Filing A Claim

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

B. Time Limits On Filing Proof Of Loss

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

C. Proof Of Loss

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

For claims of Disability due to conditions other than Mental Disorders, we may require proof of physical impairment that results from anatomical or physiological abnormalities which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques.

D. Documentation

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

E. Investigation Of Claim

We may investigate your claim at any time.

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

F. Time Of Payment

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

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

G. Notice Of Decision On Claim

We will evaluate your claim promptly after you file it. Within 45 days after we receive your claim we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for 30 days. Before the end of this extension period we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim; or (b) a notice that we are extending the period to decide your claim; or (b) a notice that we are extending the period to decide your claim; or (b) a notice that we are extending the period to decide your claim for an additional 30 days. If an extension is due to your failure to provide information

necessary to decide the claim, the extended time period for deciding your claim will not begin until you provide the information or otherwise respond.

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

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

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

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. A description of any additional information needed to support your claim.
- d. Information concerning your right to a review of our decision.

H. Review Procedure

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

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

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

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

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

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

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

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. Information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.
- I. Assignment

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

(REV PUB WRDG) LT.CL.FL.2

ALLOCATION OF AUTHORITY

Except for those functions which the Group Policy specifically reserves to the Policyholder or Employer, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

- 1. The right to resolve all matters when a review has been requested;
- 2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
- 3. The right to determine:
 - a. Eligibility for insurance;
 - b. Entitlement to benefits;
 - c. The amount of benefits payable; and
 - d. The sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

LT.AL.OT.1

TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after you have given us Proof Of Loss. No such action may be brought after expiration of the applicable statute of limitations from the earlier of:

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

LT.TL.FL.1

INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

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

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

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

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

B. Incontestability Of The Group Policy

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

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

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

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

LT.IN.OT.1

CLERICAL ERROR, AGENCY, AND MISSTATEMENT

A. Clerical Error

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

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

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

C. Misstatement Of Age

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

- 1. The amount of insurance based on the correct age; and
- 2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

LT.CE.OT.1

TERMINATION OR AMENDMENT OF THE GROUP POLICY

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

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

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

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

LT.TA.OT.1

DEFINITIONS

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

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

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

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

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

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

Injury means an injury to the body.

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

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

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

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

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

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

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

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

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

Spouse means:

- 1 A person to whom you are legally married and from whom you are not legally separated; or
- 2 Your Domestic Partner. Domestic Partner means an individual with whom you have completed an affidavit of declaration of domestic partnership, submitted that affidavit to the Employer, and filed that affidavit for public record if required by law.

(DOM) LT.DF.FL.1

POLICYHOLDER PROVISIONS

A. Premiums

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

B. Contributions From Members

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

C. Changes In Premium Rates

We may change Premium Rates whenever:

- 1. A change or clarification in law or governmental regulation affects the amount payable under the Group Policy. Any such change in Premium Rates will reflect only the change in our obligations.
- 2. Factors material to underwriting the risk we assumed under the Group Policy with respect to an Employer, including, but not limited to, number of persons insured, age, Predisability Earnings, gender, and occupational classification, changes by 25% or more.
- 3. The premium contribution arrangement for Members is changed or varies from that stated in the Group Policy when issued or last renewed.
- 4. We and the Policyholder or the Employer mutually agree to change Premium Rates.

Except as provided above, Premium Rates will not be changed during the Initial Rate Guarantee Period shown in **Coverage Features**. Thereafter, except as provided above, we may change Premium Rates upon 60 days advance written notice to the Policyholder. Any such change in Premium Rates may be made effective on any Premium Due Date, but no such change will be made more than once in any contract year. Contract years are successive 12 month periods computed from the end of the Initial Rate Guarantee Period.

D. Payment Of Premiums

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

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

E. Grace Period And Termination For Nonpayment

If a premium is not paid on or before its Premium Due Date, it may be paid during the following Grace Period of 31 days. The Group Policy or an Employer's coverage under the Group Policy will remain in force during the Grace Period.

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

The Policyholder is liable for premium for coverage during the Grace Period. We may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.

F. Termination For Other Reasons

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

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

We may terminate the Group Policy as follows:

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

The minimum advance notice of termination by us is 60 days.

G. Premium Adjustments

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

H. Certificates

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

I. Records And Reports

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

J. Agency And Release

Individuals selected by the Policyholder or by any Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of Standard. The Policyholder, Employer and such individuals have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy. The Policyholder and each Employer hereby release, hold harmless and indemnify Standard from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of any of them or their representatives, agents or employees.

K. Notice Of Suit

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

L. Entire Contract, Changes

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

The Group Policy may be changed in whole or in part. No change in the Group Policy will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. No agent has authority to change the Group Policy, or to waive any of their provisions.

M. Effect On Workers' Compensation, State Disability Insurance

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

(NO DIV) LT.PH.OT.1

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12/29/1955	3/1/2003	\$43,885.00	Annually	Instructional	32323
6/6/1972	10/6/2009	\$35,781.00		Instructional	32358
7/17/1967	11/9/2012	\$35,781.00		Instructional	32320
5/19/1957	1/13/1998	\$44,628.00		Instructional	32456
7/10/1982	10/1/2001	\$44,158.00		Instructional	32328
8/31/1958	8/17/1989	\$68,511.00		Instructional	32328
2/7/1970	1/6/2004	\$14,216.00		Non-Instructional	32328
4/11/1959	3/19/1992		Annually	Non-Instructional	32322
11/22/1957	10/1/2007		Annually	Non-Instructional	32320
5/16/1970	8/5/1999	\$43,885.00	,	Instructional	32320
7/2/1988	12/8/2014	\$33,290.00	,	Instructional	32328
1/4/1973	10/15/2003	\$17,055.00		Non-Instructional	32328
1/23/1981	11/1/2005	\$24,100.00		Non-Instructional	32328
12/20/1969	9/18/2015	\$15,388.00		Non-Instructional	32328
5/26/1970	8/10/1995	\$46,994.00		Instructional	32322
3/1/1965	9/21/2012	\$30,565.00		Instructional	32320
8/12/1973	9/1/2001	\$16,587.00		Non-Instructional	32322
4/5/1950	8/11/2017	\$39,590.00		Non-Instructional	32358
6/5/1946	8/8/2001	\$77,640.00		Instructional	32456
11/7/1973	11/4/2013	\$37,048.00	,	Instructional	32322
12/29/1964	9/12/1986	\$29,421.00		Non-Instructional	32320
7/5/1958	3/31/1993	\$27,878.00		Instructional	32329
11/18/1972	11/7/2007	\$14,875.00		Non-Instructional	32322
12/24/1944	9/10/2007	\$13,955.00		Non-Instructional	32328
9/28/1966	2/4/2010		Annually	Non-Instructional	32328
5/5/1972	3/3/1995	\$46,994.00	,	Instructional	32322
9/15/1951	8/25/1988	\$59,043.00		Instructional	32320
3/4/1988	9/3/2009	\$40,221.00		Instructional	32320
2/18/1983	4/22/2013	\$63,506.00		Instructional	32320
1/29/1976	8/18/2008	\$12,918.00		Non-Instructional	32328
6/18/1959	8/9/2004	\$19,855.00		Non-Instructional	32320
6/13/1964	3/9/2010	\$15,623.00		Non-Instructional	32320
1/14/1960	11/21/2000		Annually	Non-Instructional	32328
9/3/1957	8/5/1999		Annually	Instructional	32329
11/7/1956	8/22/2001	\$28,434.00	,	Non-Instructional	32329
4/18/1964	8/9/2007		,		32329
6/28/1974			,	Instructional	
		\$39,714.00		Instructional	32322 32322
7/11/1980		\$72,538.00	,	Instructional	
3/16/1977		\$12,356.00	,	Non-Instructional	32328
1/1/1961		\$37,696.00	,	Instructional	32328
11/6/1954		\$57,904.00		Non-Instructional	32329
4/2/1951		\$51,231.00		Instructional	32320
11/1/1969		\$17,374.00		Non-Instructional	32322
1/3/1957		\$11,764.00		Non-Instructional	32328
4/16/1971	8/1/2017			Instructional	32320
3/27/1976	9/29/2017	\$23,346.00		Non-Instructional	32320
4/20/1964	8/1/2017	\$36,735.00		Instructional	32327
12/19/1955	12/1/2014	\$12,541.00		Non-Instructional	32456
12/7/1957	2/4/2016	\$13.00		Non-Instructional	32322
2/4/1994	8/1/2017	\$34,438.00		Instructional	32328
5/4/1966	4/19/2018	\$11.22		Non-Instructional	32320
4/7/1989	8/1/2017	\$36,000.00	Annually	Instructional	32328

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12/28/1963	8/1/2017	\$40,000.00	Annually	Instructional	32323
5/10/1995	8/1/2017	\$34,438.00		Instructional	32358
11/25/1959	11/8/2016	\$41,964.00		Instructional	32328
12/26/1985	8/6/2018	\$34,838.00		Instructional	32320
12/28/1956	1/26/2017	\$10,000.00		Non-Instructional	32328
3/27/1966	7/31/2017	\$67,190.00		Instructional	32308
2/12/1989	9/12/2017	\$16,744.00		Non-Instructional	32322
4/29/1982	1/4/2018	\$15,363.00	,	Non-Instructional	32328
8/3/1996	10/10/2017	\$17,395.00		Non-Instructional	32322
6/7/1961	8/6/2018	\$39,445.00		Instructional	32328
12/24/1962	10/25/2017	\$36,600.00		Instructional	32328
4/26/1969	8/6/2018	\$14.83	,	Instructional	32321
12/6/1963	8/15/2018	\$11.72		Non-Instructional	32329
12/12/1964	1/25/2016	\$72,000.00		Non-Instructional	32321
10/17/1989	9/27/2016	\$16,660.00		Non-Instructional	32320
4/12/1983	8/9/2018	\$12.74		Non-Instructional	32322
5/21/1985	1/9/2015	\$21,572.00	Annually	Non-Instructional	32329
9/16/1996	3/26/2018	\$12,074.00		Non-Instructional	32322
3/21/1974	8/1/2017	\$18,517.00	Annually	Non-Instructional	32322
10/8/1969	4/19/2018	\$14.45	,	Non-Instructional	32322
11/3/1960	1/26/2016	\$10,000.00		Non-Instructional	32328
8/20/1990	10/30/2017	\$11,111.00		Instructional	32320
7/3/1976	8/1/2017	\$34,838.00		Instructional	32309
12/11/1975	8/1/2017	\$12,000.00		Non-Instructional	32328
5/7/1957	1/19/2018	\$11.71		Non-Instructional	32320
7/4/1976	5/9/2013	\$18,261.00		Instructional	32320
1/19/1970	3/15/2017	\$50,000.00		Instructional	32320
12/21/1961	8/21/2018	\$43,138.00		Instructional	30046
12/17/1970	1/16/2018	\$34,838.00	Annually	Instructional	32327
11/26/1961	1/26/2016	\$10,000.00	Annually	Non-Instructional	32328
5/23/1986	1/22/2018	\$11.22	Hourly	Non-Instructional	32320
12/18/1950	8/12/2017	\$17,824.00	Annually	Non-Instructional	32322
9/20/1970	6/26/2018	\$26,101.00	Annually	Instructional	32320
10/29/1954	1/26/2016	\$10,000.00	Annually	Non-Instructional	32320
11/16/1965	8/15/2018	\$13.33	Hourly	Non-Instructional	32358
5/7/1978	8/6/2018	\$39,045.00	Annually	Instructional	32328
12/11/1953	1/26/2017	\$10,000.00	Annually	Non-Instructional	32328
4/28/1978	4/3/2017	\$34,790.00	Annually	Non-Instructional	32320
7/18/1978	9/1/2017	\$13,160.00	Annually	Non-Instructional	32358
8/27/1991	1/26/2017	\$10,000.00		Non-Instructional	32320
8/7/1964	9/11/2017			Instructional	32346
5/1/1977		\$49,244.00		Non-Instructional	32321
7/11/1966	8/6/2018	\$49,267.00	Annually	Instructional	32456
11/29/1951	8/6/2018			Instructional	04655
11/13/1960	8/1/2017	\$40,000.00		Instructional	32322
7/8/1990		\$34,838.00		Instructional	32322
8/9/1990	7/1/2014	\$18,500.00	Annually	Non-Instructional	32322
12/28/1995	8/6/2018	\$34,838.00	Annually	Instructional	32320
6/1/1980	8/6/2018	\$34,838.00	Annually	Instructional	32456
7/27/1971	8/1/2017	\$15,000.00	Annually	Non-Instructional	32323
11/10/1953	8/1/2017	\$12,670.00	Annually	Non-Instructional	32323
4/24/1958	11/19/2014	\$24,000.00	Annually	Instructional	32322

9/13/1995	11/5/2018	\$14.16	Hourly	Non-Instructional	32322
1/11/1978	11/21/2016	\$94,071.00	Annually	Instructional	32320
4/17/1993	8/6/2018	\$34,838.00	Annually	Instructional	32323
1/29/1945	4/30/2018	\$17.79	Hourly	Non-Instructional	32322
6/29/1974	9/1/2014	\$12.50	Hourly	Instructional	32322
8/12/1960	1/26/2017	\$10,000.00	Annually	Non-Instructional	32329
11/8/1935	9/27/2016	\$17,237.00	Semi-Monthly	Instructional	32320
5/14/1981	1/5/2018	\$10,000.00	Annually	Instructional	32309
9/30/1988	8/9/2018	\$13.21	Hourly	Non-Instructional	32320
8/28/1989	8/10/2018	\$36,600.00	Annually	Instructional	32322
2/27/1980	8/15/2018	\$67,704.00	Annually	Instructional	32322
11/18/1976	1/26/2017	\$10,000.00	Annually	Non-Instructional	32328
6/29/1967	8/6/2018	\$14.83	Hourly	Instructional	32424
6/18/1980	3/26/2018	\$12.64	Hourly	Non-Instructional	32320
1/1/1970	8/1/2017	\$55,000.00	Annually	Instructional	82072
4/11/1963	10/24/2018	\$34,838.00	Annually	Instructional	32320
4/10/1992	8/6/2018	\$34,838.00	Annually	Instructional	32322
7/18/1969	11/3/2016	\$50,262.00	Annually	Instructional	32327
8/6/1984	9/29/2017	\$16,183.00	Annually	Non-Instructional	32320
4/13/1995	8/6/2018	\$34,838.00	Annually	Instructional	32322
7/6/1969	6/1/2018	\$50,707.00	Annually	Instructional	32320
5/13/1995	8/6/2018	\$34,838.00	Annually	Instructional	32322
3/27/1980	8/7/2018	\$28,000.00	Annually	Instructional	32328
6/20/1991	8/1/2017	\$12,000.00	Annually	Non-Instructional	32323
8/21/1987	8/1/2017	\$37,138.00	Annually	Instructional	32323
7/18/1968	11/22/2016	\$25,059.00	Annually	Instructional	32322
3/25/1993	8/6/2018	\$34,838.00	Annually	Instructional	32328
3/27/1995	5/14/2018	\$34,838.00	Annually	Instructional	32323

Standa	rd Volunt	ary Life 2018/2019		
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Vol Life	50.00	Life	DOB	GENDER
\$		\$20,000.00	05/8/1949	F
\$		\$20,000.00	06/24/1949	F
\$	25.00	\$10,000.00	07/15/1940	F
\$	25.00	\$10,000.00	06/23/1944	
\$	25.00	\$10,000.00	05/31/1934	F
\$	50.00	\$20,000.00	03/31/1951	F
\$	25.00	\$20,000.00	06/08/1952	F
\$	50.00	\$20,000.00	07/29/1948	M
\$	50.00	\$20,000.00	01/02/1946	F
\$	50.00	\$20,000.00	10/15/1957	F
\$	25.00	\$10,000.00	12/13/1938	F
\$	50.00	\$20,000.00	08/11/1945	F
\$	25.00	\$10,000.00	07/26/1936	F
\$	50.00	\$20,000.00	6/9/1954	F
\$		\$10,000.00	07/27/1925	F
\$			07/22/1944	M
\$		\$10,000.00	04/20/1942	M
\$			12/10/1938	F
\$	50.00	\$20,000.00	12/12/1949	F
\$	50.00	\$20,000.00	08/12/1950	F
\$	25.00	\$10,000.00	01/10/1943	М
\$	25.00	\$10,000.00	01/19/1943	F
\$	50.00	\$20,000.00	2/4/1951	М
\$	50.00	\$20,000.00	02/07/1951	F
\$	50.00	\$20,000.00	07/14/1946	F
\$	50.00	\$20,000.00	1/20/1955	F
\$	25.00	\$10,000.00	12/26/1943	F
\$	50.00	\$20,000.00	5/17/1949	F
\$	50.00	\$20,000.00	10/5/1953	Μ
\$	50.00	\$20,000.00	09/10/1954	F
\$	50.00	\$20,000.00	10/6/1957	F
\$	50.00	\$20,000.00	12/28/1954	F
\$	50.00	\$20,000.00	12/5/1949	F
\$	50.00	\$20,000.00	12/20/1949	Μ
\$	50.00	\$20,000.00	8/21/1953	F
\$	50.00	\$20,000.00	1/19/1949	F
\$	50.00	\$20,000.00		F
\$	50.00	\$20,000.00	03/18/1950	F
\$	50.00	\$20,000.00	01/25/1951	F
\$	50.00	\$20,000.00	04/28/1953	F
\$	50.00	\$20,000.00	06/14/1951	М
\$	50.00	\$20,000.00	05/15/1948	F
\$	25.00	\$10,000.00	02/01/1925	F
\$	50.00	\$20,000.00	08/22/1951	F
\$	25.00	\$10,000.00		М
\$	50.00	\$20,000.00	04/27/1949	F
\$	25.00	\$10,000.00	12/09/1939	M
\$	25.00	\$10,000.00	07/20/1940	F
\$	50.00	\$20,000.00	11/9/1949	M
\$	50.00	\$20,000.00	12/06/1944	F
			10/29/1944	F
\$	50.00	\$20,000.00	10/29/1944	

Standa	rd Volunt	ary Life 2018/2019		
Vol Life		Life	DOB	GENDER
\$	25.00	\$10,000.00	02/06/1941	M
\$	50.00	\$20,000.00	09/04/1948	F
\$	50.00	\$20,000.00	9/21/1950	F
\$	50.00	\$20,000.00	06/20/1945	F
\$	50.00	\$20,000.00	04/18/1945	F
\$	50.00	\$20,000.00	12/10/1945	M
\$	25.00	\$10,000.00	04/26/1941	F
\$	50.00	\$20,000.00	08/14/1944	F
\$	50.00	\$20,000.00	04/07/1953	F
\$	25.00	\$10,000.00	04/26/1931	F
\$	25.00	\$10,000.00	11/15/1935	F
\$	25.00	\$10,000.00	08/27/1935	M
<u>ψ</u> \$	50.00	\$20,000.00	06/24/1945	F
\$			04/26/1943	F
\$ \$	25.00	\$10,000.00		F
	25.00	\$10,000.00	07/11/1936	
\$	50.00	\$20,000.00	01/19/1945	M
\$	50.00	\$20,000.00	3/28/1963	F
\$	50.00	\$20,000.00	07/25/1945	F
\$	50.00	\$20,000.00	10/03/1950	M
\$	50.00	\$20,000.00	07/19/1946	F
\$	50.00	\$20,000.00	3/6/1958	F
\$	50.00	\$20,000.00	3/29/1956	F
\$	25.00	\$10,000.00	08/08/1933	Μ
\$	50.00	\$20,000.00	12/29/1948	Μ
\$	25.00	\$10,000.00	04/16/1938	F
\$	50.00	\$20,000.00	04/24/1958	F
\$	25.00	\$10,000.00	03/27/1936	F
\$	25.00	\$10,000.00	01/07/1937	F
\$	25.00	\$10,000.00	09/08/1927	F
\$	50.00	\$20,000.00	12/07/1946	F
\$	50.00	\$20,000.00	08/06/1945	F
\$	25.00	\$10,000.00	03/16/1943	F
\$	25.00	\$10,000.00	05/16/1943	F
\$		\$10,000.00	07/09/1938	F
\$	50.00	\$20,000.00	06/13/1949	F
\$	50.00	\$20,000.00	12/19/1945	F
\$	50.00	\$20,000.00	1/29/1954	F
\$	50.00	\$20,000.00	11/28/1953	F
\$	50.00	\$20,000.00	04/02/1951	F
<u>\$</u> \$	50.00	\$20,000.00	12/18/1944	F
\$ \$	50.00	\$20,000.00	03/31/1945	F
\$	50.00	\$20,000.00	01/12/1949	F
\$ \$	50.00	\$20,000.00	11/2/1949	F
\$ \$		\$20,000.00	09/12/1949	М
<u>ъ</u> \$	50.00			F
	50.00	\$20,000.00	7/4/1957	
\$	50.00	\$20,000.00	10/25/1944	M
\$	50.00	\$20,000.00	12/30/1952	F
\$	50.00	\$20,000.00	3/20/1954	F
\$	25.00	\$10,000.00	07/14/1928	F
\$	25.00	\$10,000.00	07/23/1940	M
\$	25.00	\$10,000.00	03/03/1943	F
\$	25.00	\$10,000.00	08/15/1931	Μ

Standard Volur	ntary Life 2018/2019		
Vol Life	Life	DOB	GENDER
\$ 50.00		07/16/1945	F
\$ 25.00		07/13/1931	M
\$ 50.00		11/29/1949	F
\$ 25.00		09/25/1936	F
\$ 50.00		09/25/1952	F
\$ 25.00		02/04/1937	F
\$ 25.00		08/04/1930	F
\$ 50.00		6/27/1955F	F
\$ 50.00		8/1/1949	M
\$ 25.00		02/04/1942	F
\$ 50.00	\$20,000.00	06/09/1951	F
\$ 25.00	\$10,000.00	02/04/1943	F
\$ 50.00		09/02/1949	F
\$ 50.00	\$20,000.00	3/6/1954	F
\$ 50.00	\$20,000.00	01/01/1950	M
\$ 25.00	\$10,000.00	03/06/1936	F
\$ 50.00	\$20,000.00	2/19/1963	F
\$ 25.00	\$10,000.00	09/24/1920	F
\$ 50.00	\$20,000.00	07/11/1950	F
\$ 50.00	\$20,000.00	05/08/1949	F
\$ 50.00	\$20,000.00	08/19/1949	F
\$ 50.00	\$20,000.00	03/08/1948	F
\$ 50.00	\$20,000.00	8/19/1961	F
\$ 25.00	\$10,000.00	10/10/1942	F
\$ 50.00	\$20,000.00	7/19/1950	F
\$ 50.00	\$20,000.00	11/11/1947	F
\$ 50.00	\$20,000.00	09/15/1948	F
\$ 25.00		5/7/1950	Μ
\$ 50.00		05/04/1948	F
\$ 25.00		04/17/1941	F
\$ 50.00		03/03/1957	F
\$ 50.00		11/27/1951	F
\$ 50.00		11/02/1951	F
\$ 50.00		03/01/1945	F
\$ 50.00	\$20,000.00	11/12/1945	F

Oct 25 1969 32322 F Voluntary Life-Dependent Standard Child Life 2018 10000.00 Nov 13 1964 32300 F Voluntary Life-Dependent Standard Child Life 2018 10000.00 Jun 29 1976 32300 F Voluntary Life-Dependent Standard Child Life 2018 10000.00 Jun 29 1976 32328 F Voluntary Life-Dependent Standard Child Life 2018 10000.00 Jun 29 1976 32320 F Voluntary Life-Dependent Standard Child Life 2018 10000.00 Jun 29 1976 32320 F Voluntary Life-Dependent Standard Child Life 2018 10000.00 Jun 29 1981 32320 F Voluntary Life-Dependent Standard Child Life 2018 10000.00 Jun 1973 32322 F Voluntary Life-Dependent Standard Child Life 2018 10000.00 Jun 1973 32322 F Voluntary Life-Dependent Standard Child Life 2018 10000.00 Jun 1973 32322 F Voluntary Life-Dependent Standard Child Life 2018 10000.00 Standard Long Tem Disability 2018 10000.00 10000.00 10000.00 10000.00 Ju 1 1980 3	Date of Birth	Zin Codo	Gondor	Bonofit	Plan Name	Coverage Level																																																																																																																																																			
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FRANKLIN COVERAGE FILE 2018

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Nov 7 1956	32329	F	LTD	Standard Long Term Disability 2018	60%
Jul 4 1976	32320	F	LTD	Standard Long Term Disability 2018	60%
Jun 28 1974	32322	М	LTD	Standard Long Term Disability 2018	60%
	32322	F	LTD	Standard Long Term Disability 2018	
	32329	F	LTD	Standard Long Term Disability 2018	
Feb 24 1971		F	STD	Standard Short Term Disability 2018	
Nov 19 1968		F	STD	Standard Short Term Disability 2018	
Mar 27 1976		F	STD	Standard Short Term Disability 2018	
		F			
Nov 13 1964			STD	Standard Short Term Disability 2018	
Feb 27 1971		F	STD	Standard Short Term Disability 2018	
	32327	F	STD	Standard Short Term Disability 2018	
Nov 18 1967		F	STD	Standard Short Term Disability 2018	
	32328	F	STD	Standard Short Term Disability 2018	
	32328	F	STD	Standard Short Term Disability 2018	
Apr 11 1959	32322	F	STD	Standard Short Term Disability 2018	
Jul 12 1991	32320	F	STD	Standard Short Term Disability 2018	60%
Nov 22 1957	32320	F	STD	Standard Short Term Disability 2018	60%
Jun 71961	32328	F	STD	Standard Short Term Disability 2018	60%
	32321	М	STD	Standard Short Term Disability 2018	
· ·	32329	F	STD	Standard Short Term Disability 2018	
	32322		STD	Standard Short Term Disability 2018	
Dec 29 1964		F	STD	Standard Short Term Disability 2018	
	32320	F	STD	Standard Short Term Disability 2018	
		F	STD		
May 14 1981				Standard Short Term Disability 2018	
Aug 18 1975		F	STD	Standard Short Term Disability 2018	
Sep 15 1951		F	STD	Standard Short Term Disability 2018	
Jun 13 1964		F	STD	Standard Short Term Disability 2018	
Apr 10 1992		М	STD	Standard Short Term Disability 2018	
Jul 11 1980	32322	F	STD	Standard Short Term Disability 2018	
Jun 28 1974	32322	М	STD	Standard Short Term Disability 2018	60%
Dec 21 1961	30046	М	STD	Standard Short Term Disability 2018	60%
Jan 4 1973	32328	F	Voluntary Life-Spouse	Standard Spouse Life 2018	0.00
Aug 17 1956	32329	F	Voluntary Life-Spouse	Standard Spouse Life 2018	10000.00
	32322	F	Voluntary Life-Spouse	Standard Spouse Life 2018	10000.00
May 15 1966		F	Voluntary Life-Spouse	Standard Spouse Life 2018	10000.00
Dec 26 1985		F	Voluntary Life-Spouse	Standard Spouse Life 2018	10000.00
Feb 27 1980		M	Voluntary Life-Spouse	Standard Spouse Life 2018	10000.00
Nov 18 1972		F	Voluntary Life-Spouse	Standard Spouse Life 2018	20000.00
Aug 20 1984		F	Voluntary Life-Spouse		20000.00
-				-	
Dec 19 1955		F	Voluntary Life-Spouse	Standard Spouse Life 2018	25000.00
	32328	F	Voluntary Life-Spouse	Standard Spouse Life 2018	25000.00
Jul 18 1969		F	Voluntary Life-Spouse		25000.00
May 14 1978		F	Voluntary Life-Spouse	Standard Spouse Life 2018	30000.00
May 9 1970		F	Voluntary Life-Spouse	Standard Spouse Life 2018	30000.00
Nov 15 1964		F	Voluntary Life-Spouse	Standard Spouse Life 2018	30000.00
Oct 25 1969		М	Voluntary Life-Spouse	Standard Spouse Life 2018	30000.00
Apr 28 1978	32320	F	Voluntary Life-Spouse	Standard Spouse Life 2018	30000.00
Jul 12 1991	32320	F	Voluntary Life-Spouse	Standard Spouse Life 2018	30000.00
May 16 1970	32320	F	Voluntary Life-Spouse	Standard Spouse Life 2018	30000.00
	32328	М	Voluntary Life-Spouse	Standard Spouse Life 2018	30000.00
	32320	F	Voluntary Life-Spouse	Standard Spouse Life 2018	30000.00
	32456	M	Voluntary Life-Spouse	Standard Spouse Life 2018	30000.00
	32320	F	Voluntary Life-Spouse	Standard Spouse Life 2018	30000.00
Feb 18 1983		M	Voluntary Life-Spouse	Standard Spouse Life 2018	30000.00
Sep 23 1966		F	Voluntary Life-Spouse	Standard Spouse Life 2018	30000.00
	32328	F	Voluntary Life	Standard Voluntary Life 2018	0.00
	32322	F	Voluntary Life	Standard Voluntary Life 2018	10000.00
May 15 1966		F	Voluntary Life	Standard Voluntary Life 2018	10000.00
Aug 27 1991		F	Voluntary Life	Standard Voluntary Life 2018	10000.00
Jul 5 1958	32329	F	Voluntary Life	Standard Voluntary Life 2018	10000.00

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Feb 27 1980	32322	М	Voluntary Life	Standard Voluntary Life 2018	10000.00
Jun 6 1972	32358	F	Voluntary Life	Standard Voluntary Life 2018	100000.00
Jul 18 1978	32358	F	Voluntary Life	Standard Voluntary Life 2018	100000.00
Aug 7 1964	32346	F	Voluntary Life	Standard Voluntary Life 2018	100000.00
Jul 12 1991	32320	F	Voluntary Life	Standard Voluntary Life 2018	100000.00
Jul 2 1988	32328	F	Voluntary Life	Standard Voluntary Life 2018	100000.00
Jan 23 1981	32328	M	Voluntary Life	Standard Voluntary Life 2018	100000.00
Dec 29 1948		M		Standard Voluntary Life 2018	100000.00
		F	Voluntary Life	-	
Aug 12 1973 Dec 24 1962		F	Voluntary Life	Standard Voluntary Life 2018 Standard Voluntary Life 2018	100000.00 100000.00
		F	Voluntary Life		
	32322		Voluntary Life	Standard Voluntary Life 2018	100000.00
May 21 1985		F	Voluntary Life	Standard Voluntary Life 2018	100000.00
Mar 21 1974		F	Voluntary Life	Standard Voluntary Life 2018	100000.00
Mar 16 1977		F	Voluntary Life	Standard Voluntary Life 2018	100000.00
	32320	F	Voluntary Life	Standard Voluntary Life 2018	130000.00
Sep 15 1951		F	Voluntary Life	Standard Voluntary Life 2018	130000.00
	32322	M	Voluntary Life	Standard Voluntary Life 2018	15000.00
May 14 1978		F	Voluntary Life	Standard Voluntary Life 2018	150000.00
May 9 1970		F	Voluntary Life	Standard Voluntary Life 2018	150000.00
	32322	F	Voluntary Life	Standard Voluntary Life 2018	150000.00
Nov 13 1964		F	Voluntary Life	Standard Voluntary Life 2018	150000.00
Feb 26 1970		F	Voluntary Life	Standard Voluntary Life 2018	150000.00
May 5 1972		F	Voluntary Life	Standard Voluntary Life 2018	150000.00
Feb 18 1983	32322	Μ	Voluntary Life	Standard Voluntary Life 2018	150000.00
Apr 10 1992	32322	М	Voluntary Life	Standard Voluntary Life 2018	150000.00
Jun 28 1974	32322	М	Voluntary Life	Standard Voluntary Life 2018	150000.00
Jul 11 1980	32322	F	Voluntary Life	Standard Voluntary Life 2018	150000.00
Sep 23 1966	32320	F	Voluntary Life	Standard Voluntary Life 2018	150000.00
Jul 6 1969	32320	F	Voluntary Life	Standard Voluntary Life 2018	150000.00
Apr 26 1960	32322	F	Voluntary Life	Standard Voluntary Life 2018	20000.00
Jul 11 1966	32456	F	Voluntary Life	Standard Voluntary Life 2018	20000.00
Dec 26 1985	32320	F	Voluntary Life	Standard Voluntary Life 2018	20000.00
Nov 18 1972		F	Voluntary Life	Standard Voluntary Life 2018	20000.00
Aug 20 1984		F	Voluntary Life	Standard Voluntary Life 2018	20000.00
Apr 14 1967	32322	М	Voluntary Life	Standard Voluntary Life 2018	30000.00
· ·	32321	F	Voluntary Life	Standard Voluntary Life 2018	30000.00
	32328	F	Voluntary Life	Standard Voluntary Life 2018	40000.00
Oct 5 1958	32320	F	Voluntary Life	Standard Voluntary Life 2018	50000.00
Nov 15 1964		F	Voluntary Life	Standard Voluntary Life 2018	50000.00
Jan 3 1957	32328	M	Voluntary Life	Standard Voluntary Life 2018	50000.00
	32328	M	Voluntary Life	Standard Voluntary Life 2018	50000.00
Dec 19 1955		F	Voluntary Life	Standard Voluntary Life 2018	50000.00
Dec 29 1955		F	Voluntary Life	Standard Voluntary Life 2018	50000.00
	32320	F	Voluntary Life	Standard Voluntary Life 2018	50000.00
	32320	F	Voluntary Life	Standard Voluntary Life 2018	50000.00
		F			
May 4 1966			Voluntary Life	Standard Voluntary Life 2018	50000.00
	32328	F	Voluntary Life	Standard Voluntary Life 2018	50000.00
	32320	F	Voluntary Life	Standard Voluntary Life 2018	50000.00
Jun 13 1964	32328	F	Voluntary Life	Standard Voluntary Life 2018	50000.00
Jul 18 1969	32327	F	Voluntary Life	Standard Voluntary Life 2018	50000.00
Jun 3 1951	32320	M	Voluntary Life	Standard Voluntary Life 2018	60000.00
	32328	F	Voluntary Life	Standard Voluntary Life 2018	60000.00
Jun 51946	32456	M	Voluntary Life	Standard Voluntary Life 2018	60000.00
Sep 3 1957	32329	M	Voluntary Life	Standard Voluntary Life 2018	60000.00
May 19 1957		F	Voluntary Life	Standard Voluntary Life 2018	70000.00
Jan 11 1978		F	Voluntary Life	Standard Voluntary Life 2018	70000.00
Feb 3 1977	32320	F	Voluntary Life	Standard Voluntary Life 2018	70000.00
	32329	F	Voluntary Life	Standard Voluntary Life 2018	70000.00
					00000 00
Aug 17 1956 May 16 1970		F F	Voluntary Life Voluntary Life	Standard Voluntary Life 2018 Standard Voluntary Life 2018	80000.00