







City of Gainesville, Florida

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Your Employee Benefits Proposal

Prepared for: City of Gainesville, Florida

Presented by: GALLAGHER - JACKSONVILLE

Proposal Prepared on:
September 28, 2020

Life Insurance

Proposed Effective Date:
January 1, 2021

Standard Insurance Company



Life Insurance

Handling a Life insurance claim takes a special touch. All of our Life benefits employees complete annual grief training helping them to empathize with beneficiaries and recognize when they need special attention. And we're focused on settling claims quickly: Our median calculation turnaround time in 2018 was 5 days for clean claims and 6 days for all claims (internal company data as of January 2019).

Covered Members

An employee of the Employer who retired under the Employer's retirement program.

An active employee of the Employer working 20 or more hours per week.

- **Class 1:** Chartered Officers
- **Class 2:** All other Active members
- **Class 3:** Retired members

	Basic		
	Class 1	Class 2	Class 3
Benefit Schedule	Flat \$250,000	2 x Annual Earnings	50% of inforce amount at retirement, maximum of \$25,000
Rounding	n/a	Up to next \$1,000	n/a
Maximum Benefit	n/a	\$50,000	\$25,000
Minimum Benefit	n/a	n/a	\$5,000
Age Reductions	n/a	n/a	Reduces by 10% of original amount annually on anniversary of retirement date
Guarantee Issue	Full Benefit	Full Benefit	\$250,000
Employer Contribution	100%	100%	100%
Minimum Participation	100%	100%	100%

Life Highlights

	Basic
Waiver of Premium	Not Included
Conversion	Included
Portability	Included
Repatriation Benefit	Included
Travel Assistance	Included
Life Services Toolkit	Included

Additional Plan Design Details

- Commissions are not included in a member's annual earnings.
- An Accelerated Benefit is included.
- Travel Assistance is included and provides assistance with pre-trip planning, medical assistance services, emergency transportation services, travel and technical assistance services and legal referral.
- The Life Services Toolkit is included and helps beneficiaries cope with grief and loss, get answers to legal questions, plan a memorial or a funeral, and address financial concerns. Additionally, all covered employees will have access to online will preparation and other estate planning documents as well as articles to help deal with identity theft, improve wellness and more.
- Waiver of Premium is available upon request for active employees.

Cost

	Basic
Life	
Members	3,669
Volume	\$123,657,000
Rate: Per \$1,000	.270
Monthly Premium	\$33,387
Rate Guarantee	3 years

- The rate without broker commissions is .245.

Assumptions

- Rates include electronic documents. Printed certificates are available for an additional cost.
- Rates assume billing is centralized in one location.

More Information

For additional information on the available features and benefits of Life Insurance from The Standard, click here:
<http://www.standard.com/group-life-add>

Producer Compensation Disclosure

We recognize the valuable role of insurance advisors, consultants and brokers ("producers") in helping their clients design an employee benefits program, and we support reasonable and fair compensation for these services. Producers may be eligible to receive compensation from The Standard.

The commission quoted in this proposal are noted below. Additionally, fees for administrative, marketing or consulting services may apply. If applicable, fees are noted below.

Flat 10% commission included for Life.

Unless participation is declined by the producer or client, contingent compensation is additional compensation that may also be paid and is dependent on the satisfaction of one or more minimum requirements, such as a specified amount of new premium volume or persistency in connection with the producer's block of business. For information about our customary producer rewards program visit www.standard.com/financial-professional/insurance-benefits/compensation. Some producers may have a contingent compensation arrangement that differs from our customary program. Please consult with your producer for additional details.

About This Employee Benefits Proposal

We appreciate the opportunity to provide you with this benefit and cost summary proposal from The Standard. This document outlines certain important features of the group insurance coverages available. This is not a contract or an offer to contract for such coverages. Detailed information about other important features of the coverage proposed is available on request. Just ask your broker/consultant or your representative at The Standard.

A completed application must be submitted before a group can be considered for coverage. Insurance will be effective after the application is accepted by The Standard. If approved, we will issue a contract containing our customary language. It will not duplicate policy language from another carrier. The group contract will contain provisions and defined terms not described in this Employee Benefits Proposal. The group contract will control if there are discrepancies between it and this proposal.

This benefit and cost summary proposal expires on December 28, 2020, unless replaced or withdrawn by The Standard.

The proposed premium rate and plan design for each coverage are based on the underwriting data received by The Standard. Final premium rates and plan provisions will be determined by The Standard on the basis of: applicable state laws, policyholder contributions, confirmation of occupations, the actual composition of the group of persons who will become insured and our current underwriting rules and practices.

Financial Strength Ratings

For information about our Financial strengths ratings visit www.standard.com/about



FLORIDA OFFICE OF INSURANCE REGULATION

STANDARD INSURANCE COMPANY

Is hereby authorized to transact insurance in the State of Florida.

This certificate signifies that the company has satisfied all requirements of the Florida Insurance Code for the issuance of a LIFE AND HEALTH INSURER CERTIFICATE OF AUTHORITY and remains subject to the laws of Florida.

Original Issuance: 01/19/1988

Replacement Issuance: Monday, May 13, 2019

No. 19 - 930242990



David Altmaier

David Altmaier
Commissioner
Office of Insurance Regulation

State of Florida

Department of State

I certify from the records of this office that STANDARD INSURANCE COMPANY is an Oregon corporation authorized to transact business in the State of Florida, qualified on March 4, 1987.

The document number of this corporation is P13468.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 29, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-seventh day of
November, 2019*



Randy Bee
Secretary of State

Tracking Number: 3289176230CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



The Standard's Commitment to Service and Quality

At Standard Insurance Company (The Standard), we focus on helping you balance business needs and employee needs. Our holistic approach to benefits can help lead to more productive and engaged employees. We also work to deliver positive claims experiences, with less administrative work for your HR team – in short, better results with less noise. With more than 100 years of experience protecting the futures and finances of employees and their families, The Standard is a leading provider in the insurance industry and we look forward to demonstrating our value to the City of Gainesville, Florida

Long-term Relationships

The Standard's goal is to develop a creative, collaborative relationship with the City of Gainesville. We are focused on providing employees with the highest quality benefits and long-term customer satisfaction, including:

-) Innovative and comprehensive products and services.
-) Value that delivers pricing stability and financial strength.
-) Expert claims handling.
-) Tailored account support.
-) Strategic support, including reporting and analysis.

A century of industry knowledge and more than six decades of employee benefits experience influences everything we do. Our employees genuinely care about helping the people we protect. Our dedication to doing the right thing for our customers runs deep. At The Standard, we take pride in earning and keeping your business.

Public Sector Expertise

The Standard understands the unique requirements of public sector benefit groups and their employees. We specialize in serving the public sector and have 60+ years of public and government experience. Our first group client, who remains in force today, is a public employer that chose The Standard in 1951. Since then, we've been leading the way in public group insurance protection.

Our public sector customers like to stick around. This is evident by the nearly 5000 public sector groups we have in force today. Our large national accounts consistently partner with us for an average of more than 9.3 years. Our extensive knowledge of the unique requirements of public employers, enables us to provide customized service while focusing on streamlining administrative costs where possible.

Local Account Management and Expert Implementation

The strength of The Standard's expertise is our people who provide personalized service every day. The City of Gainesville will have a designated account team familiar with your account, able to take ownership of a call or inquiry and accurately respond to questions. The team includes staff in our home office in Portland, Oregon, and our field offices in Tampa and Atlanta.

Our team members are committed to understanding and anticipating the City's needs. They're accessible, responsive and empowered to assist your HR team in every capacity.

Your account management team shares overall account responsibility and includes:

-) Jarod Hayer, Senior Employee Benefits Consultant, Tampa, Florida
-) Dayton Baird, Account Manager, Atlanta, Georgia



Value-Added Support for the City and Your Employees

At The Standard, we continue evolve our products to offer more value to our customers. We take a proactive approach to administrative enhancements. Key programs and services we offer are:

-) **Travel Assistance** — Travel Assistance can provide a sense of security for your employees and their eligible family members anytime they travel. This includes travel for business or pleasure more than 100 miles from home, or internationally, for up to 180 days. Available 24 hours a day, Travel Assistance offers a full range of trip planning and travel support, including emergency evacuation services, 24-hour nurse hotline and referrals to medical, legal and translation services.
-) **The Life Services Toolkit** — For employees, online services include estate planning and state-specific will preparation, identity theft prevention, financial calculators, wellness resources and more. For beneficiaries, the Life Services Toolkit offers grief and loss support by phone, online and face-to-face. Employees can also take advantage of access to financial counselors, legal consultation and other support services.

Commitment to Service
and Quality



Toll Free Contact Information

Toll-free telephone numbers will be available for both City of Gainesville representatives and City employees. The City's administrative staff will be able to contact Dayton Baird, their Account Manager, during business hours via toll-free number. Employees will be able to contact our toll-free Welcome Center 24/7, with live coverage during business hours and our IVR system answering during evenings and weekends. Administrative staff will also have access to our AdminEASE system online at any time for reports and claim status updates.

Atlanta Office Toll-Free Number: 800.962.1672
Welcome Center Toll-Free Number: 888.937.4783

**Toll-Free Contact
Information**



Financial Qualifications

We're confident in our ability to be there when your employees need us most. Our fiscally conservative management allows us to persevere during economic ups and downs and ensures we'll continue to keep our financial commitments. As reported in the July, 2017 issue of Best's Review, The Standard is honored to be one of only 17 life health insurers to achieve an A.M. Best rating of "A" or higher consistently for more than 75 straight years. You can count on The Standard for ongoing stability and industry leadership.

Our current financial ratings, as of September, 2020:

-) A.M. Best: A, "Excellent"
-) Moody's: A1, "Good"
-) Standard & Poor's: A+, "Strong"



Waived Actively-at-Work, Guaranteed No-Loss-No-Gain

Standard Insurance Company agrees to waive our actively at-work requirement and guarantees a continuity of coverage provision.

Waived Actively-at-Work...



Compliance With Schedule of Benefits

Standard Insurance Company agrees to comply with the Schedule of Benefits as described in Attachment 1.

Compliance With
Schedule of Benefits



City of Gainesville
Pricing Proposal Response Form
GROUP TERM LIFE INSURANCE COVERAGE

RMDX-210000-GD

Group Life Insurer: [Standard Insurance Company](#)

Best's Rating: A, "Excellent"

Proposer Name: [Jarod Hayer](#)

Toll Free Phone: [\(800\) 642-9888](#)

Telephone: [800.628.8600](#)

FAX: [971.321.6808](#)

Agent/Broker: [Jimmy Kelly, Gallagher](#)

Telephone: [904.520.4477](#)

FAX: [904.520.4491](#)

Place rate for each year proposed, including any expected increases in rate.

Policy Year	Rate per \$ 1,000	Agent / Broker Remuneration - Commission
01/01/21-12/31/21	.270	10%
01/01/22-12/31/22	.270	10%
01/01/23-12/31/23	.270	10%

Policy Year	Rate per \$ 1,000	Agent / Broker Remuneration - Fee Based
01/01/21-12/31/21	.245	None
01/01/22-12/31/22	.245	None
01/01/23-12/31/23	.245	None

QUESTIONS: Attach necessary explanations and/or deviations.	Y / N
1. Does your proposed program comply with all applicable Florida and Federal Statutes?	Yes
2. Will you waive actively at work provisions for currently covered City of Gainesville employees?	Yes
3. Does your proposal match current benefits without modification? Please state any exceptions.	Yes
4. Does the rate include Agent/Broker remuneration?	Yes
<p>5. Describe claimant's payment options.</p> <p>We have two settlement options available to beneficiaries:</p> <p>) Standard Secure Access. This is the default* option. For amounts of \$25,000 or more (per beneficiary), we set up an interest-bearing draft account in the beneficiary's name. Beneficiaries can write checks in amounts of \$250 or more, up to the full balance of the account. There are:</p> <ul style="list-style-type: none"> ○ No monthly service fees ○ No per-check charges ○ No charges for additional checks ○ No penalties for withdrawal <p>Funds begin earning interest the day we deposit them. Interest compounds daily and adds to the account on the last day of the month. The interest rate is a variable, short-term rate.</p> <p>) Lump sum check. If the benefit is less than \$25,000 per beneficiary, we will issue the benefits in a lump sum check.</p>	

*Beneficiaries of group life policies issued in CA, FL, KY, LA, MD, and RI must select the payment type at the time of claim. There is no default payment to beneficiaries in these states.

Northern Trust Company in Chicago, IL administers our money-market account. Interest rates are set monthly. Rates are based on the 13-week Treasury bill rate as of the fourth business day prior to the first of each month. The maximum interest rate payable is 5 percent.

6. Describe your waiver of premium provision.

We are matching your current plan and not including Waiver of Premium. If you are interested in adding Waiver of premium, we can discuss if named a finalist.

7. Describe fully any exclusions or limitations to the coverage you are proposing. Specifically address: Suicide, piloting an airplane, skydiving or recreational diving.

Our Basic Life does not contain any exclusions.

8. Provide the name, address and telephone number of the office that will service this account. Also, provide the name of the person who will have overall responsibility for servicing this account.

The office that will service the account is the Tampa office. The people that will service the account are Dayton Baird, Account Manager and Jarod Hayer, Senior Employee Benefits Consultant.

Dayton Baird | Account Manager
4300 W. Cypress St., Suite 750 | Tampa, FL 33607
Phone 813.878.0277 | Cell 813.614.3819 | Fax 813.879.2431
Dayton.Baird@standard.com | www.standard.com

Jarod Hayer, MBA, CEBS, CLU, FLMI, GBA, CMS | Senior Employee Benefits Consultant
4300 W. Cypress St., Suite 750 | Tampa, FL 33607
Phone 813.878.0273 | Toll-free 800.325.5757 ext 0273 | Mobile 813.785.7822
Fax 813.879.2431
jarod.hayer@standard.com | www.standard.com

9. Provide the location from which claims will be paid.

Life Claims for City of Gainesville, Florida will be processed in one of two locations:

) Portland, Oregon or
) Altavista, Virginia

10. What is the proposed claim office's current turnaround time (in business days) for life claims, from the receipt of properly completed claim forms to the mailing of the claim payment?

As of 2019 our claims turnaround time is as follows:
Clean claims 3 days; all claims 5 days.

Comments:



Required Documents

BID COVER PAGE



Procurement Division
200 E University Avenue, Rm 339
Gainesville, FL 32601
 (352) 393-8789
 Issue Date: September 7, 2020

REQUEST FOR PROPOSAL: # RMDX-210000-GD
 Group Life Insurance

PRE-PROPOSAL MEETING: Non-Mandatory Mandatory N/A Includes Site Visit
DATE: N/A **TIME:** N/A
LOCATION: N/A

QUESTION SUBMITTAL DUE DATE: September 17, 2020, 3:00pm

DUE DATE FOR UPLOADING PROPOSAL: September 30, 2020, 3:00pm

SUMMARY OF SCOPE OF WORK:

The Group Life Insurance program will provide eligible City of Gainesville employees and retirees with group life insurance. The city expects the selected vendor to place and administer the group life product for the initial term of the agreement of the three years. The City prefers a rate guarantee for three years. The benefit is paid by the employer.

For questions relating to this solicitation, contact: Gayle Dykeman, dykemangb@cityofgainesville.org

Bidder is not in arrears to City upon any debt, fee, tax or contract: Bidder is NOT in arrears Bidder IS in arrears
 Bidder is not a defaulter, as surety or otherwise, upon any obligation to City: Bidder is NOT in default Bidder IS in default

Bidders who receive this bid from sources other than City of Gainesville Procurement Division or DemandStar.com MUST contact the Procurement Division prior to the due date to ensure any addenda are received in order to submit a responsible and responsive offer. Uploading an incomplete document may deem the offer non-responsive, causing rejection.

ADDENDA ACKNOWLEDGMENT: Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer: **Addenda received (list all) #** 1, 2

Legal Name of Bidder: Standard Insurance Company

DBA: The Standard

Authorized Representative Name/Title: Kathleen Quetel, 2nd Vice President, Underwriting

E-mail Address: Kathleen.Quetel@standard.com FEIN: 93-0242990

Street Address: 1100 SW 6th Ave, Portland, OR 97204

Mailing Address (if different): n/a

Telephone: (971) 321-7737 Fax: (_____) n/a

By signing this form, I acknowledge I have read and understand, and my business complies with all General Conditions and requirements set forth herein; and,

- Proposal is in full compliance with the Specifications.
 Proposal is in full compliance with the Specifications except as specifically stated and attached hereto.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Kathleen Quetel

SIGNER'S PRINTED NAME: Kathleen Quetel, 2nd VP Underwriting **DATE:** 09-23-20 09/23/2020 | 3:16 PM PDT

BIDDER VERIFICATION FORM

LOCAL PREFERENCE (Check one)

Local Preference requested: YES NO

A copy of the following documents must be included in your submission if you are requesting Local Preference:

- Business Tax Receipt
- Zoning Compliance Permit

QUALIFIED SMALL BUSINESS AND/OR SERVICE DISABLED VETERAN BUSINESS STATUS (Check one)

Is your business qualified, in accordance with the City of Gainesville’s Small Business Procurement Program, as a local Small Business? YES NO

Is your business qualified, in accordance with the City of Gainesville’s Small Business Procurement Program, as a local Service-Disabled Veteran Business? YES NO

LIVING WAGE COMPLIANCE

See Living Wage Decision Tree:

(Check one)

- Living Wage Ordinance does not apply (check all that apply)
 - Not a covered service
 - Contract does not exceed \$100,000
 - Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.
 - Located within the City of Gainesville enterprise zone.
- Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville’s living wage requirements, as applicable, without any adjustment to the bid price.

REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA

Is Bidder registered with Florida Department of State’s, Division of Corporations, to do business in the State of Florida?

YES NO (refer to Part 1, 1.6, last paragraph)

If the answer is “YES”, provide a copy of SunBiz registration or SunBiz Document Number (# P13468)

If the answer is “NO”, please state reason why: _____

DIVERSITY AND INCLUSION (Applies to solicitations above \$50,000)

Does your company have a policy on diversity and inclusion? YES NO

If yes, please attach a copy of the policy to your submittal.

Note: Possessing a diversity and inclusion policy will have no effect on the City’s consideration of your submittal, but is simply being requested for information gathering purposes.

Standard Insurance Company

Bidder’s Name

Kathleen Quetel, 2nd VP Underwriting

Printed Name/Title of Authorized Representative

Kathleen Quetel

09-23-2020

Signature of Authorized Representative

Date

This page must be completed and uploaded to DemandStar.com with your Submittal.



Diversity and Inclusion at The Standard

We are better when we welcome a diversity of ideas, experiences and backgrounds.

At The Standard, we have a very important purpose — we help people achieve financial well-being and peace of mind. We're there for people when they need us most, from difficult life events to the joy of retirement.

At our core, we have a culture of expertise and compassion, and we seek talent that sets us apart. We strive to foster an environment where we welcome diversity and that starts with the people who join our organization. We seek to attract, develop and retain people with new and different perspectives to help us all grow.

The Standard is committed to an open and inclusive culture that welcomes ideas and perspectives from every employee and inspires them to bring their best to work every day. We have eight employee resource groups — including Celebrating Racial and Ethnic Diversity, StandOUT (LGBTQ), Women's Career Network, The Standard Employees Recognizing Veterans, Parents Working Together and more. The ERGs are employee-led with support and sponsorship from senior leadership.

We want to be a company where every employee feels comfortable being who they are when they're here. There is still much work to be done, but including a diversity of opinions, backgrounds and experience makes us a stronger company, and one that can better serve our customers.

Diversity and Inclusion
at The Standard

DRUG-FREE WORKPLACE FORM

The undersigned bidder in accordance with Florida Statute 287.087 hereby certifies that

Standard Insurance Company

(Name of Bidder)

does:

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 drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for the 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 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 occurring 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 bidder complies fully with the above requirements.

Kathleen Quatel

Bidder's Signature

09-23-20

Date

In the event of a tie bid, bidders with a Drug Free Workplace Program will be given preference. To be considered for the preference, this document must be completed and uploaded to DemandStar.com with your Submittal.

REFERENCE FORM

Name of Bidder: Standard Insurance Company

Provide information for three references of similar scope performed within the past three years. You may include photos or other pertinent information.

#1 Year(s) services provided (i.e. 1/2015 to 12/2018): 1/2015 to Present

Company Name: The City of Jacksonville
Address: 117 West Duval Street, City Hall, Suite 150
City, State Zip: Jacksonville, FL 32202
Contact Name: Mary DiPerna, Chief of Compensation and Benefits Division
Phone Number: 904.630.1314 Fax Number: 904.630.1294
Email Address (if available): MDiPerna@coj.net

#2 Year(s) services provided (i.e. 1/2015 to 12/2018): 1/2018 to Present

Company Name: Pinellas County Schools
Address: 301 4th Street SW
City, State Zip: Largo, FL 33770
Contact Name: April Paul, Director Risk Management & Insurance
Phone Number: 727.588.6136 Fax Number: 727.588.6182
Email Address (if available): PAULA@pcsb.org

#3 Year(s) services provided (i.e. 1/2015 to 12/2018): 1/2019 to Present

Company Name: Marion County Public Schools
Address: 512 SE 3rd Street
City, State Zip: Ocala, FL 34471
Contact Name: Nancy Seaman, Coordinator
Phone Number: 352.671.6919 Fax Number: 352.671.6913
Email Address (if available): Nancy.Seaman@marion.k12.fl.us



Additional References

#4 Year(s) services provided: 10/2014 to Present

Company Name: Marion County BOCC
Address: 521 SE 26th Ct
City, State ZIP: Ocala, FL 34471
Contact Name: Sheri Wiley, Manager of Risk and Benefit Services
Phone Number: 352.438.2345 Fax: 352.438.2347
Email Address: Sheri.Wiley@marioncountyfl.org

#5 Year(s) services provided: 1/2015 to Present

Company Name: Duval County Public Schools
Address: 1701 Prudential Drive
City, State ZIP: Jacksonville, FL 32207
Contact Name: Jacqueline Watkins, Director, Employee Benefits
Phone Number: 904.390.2074 Fax: 904.390.2074
Email Address: watkinsj3@duvalschools.org

Additional References

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Standard Insurance Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any) **Not Applicable**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1100 SW Sixth Avenue

6 City, state, and ZIP code

Portland, OR 97204

Requester's name and address (optional)

7 List account number(s) here (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				

or

Employer identification number								
9	3	-	0	2	4	2	9	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶



Date ▶ **1/10/2020**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), 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 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-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 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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, later.

FLORIDA OFFICE OF INSURANCE REGULATION

STANDARD INSURANCE COMPANY

Is hereby authorized to transact insurance in the State of Florida.

This certificate signifies that the company has satisfied all requirements of the Florida Insurance Code for the issuance of a LIFE AND HEALTH INSURER CERTIFICATE OF AUTHORITY and remains subject to the laws of Florida.

Original Issuance: 01/19/1988

Replacement Issuance: Monday, May 13, 2019

No. 19 - 930242990



David Altmaier
Commissioner
Office of Insurance Regulation

Exceptions to the RFP

PART 8 – GENERAL INFORMATION

8.2 SMALL AND SERVICE-DISABLED VETERAN BUSINESS

Small or Service-Disabled Veteran's Business Enterprise Definition: A Small Business or a Service-Disabled Veteran's Business, which is duly licensed and authorized to engage in business and maintains a permanent principal place of operation with full time personnel within Alachua, Bradford, Columbia, Gilchrist, Levy, Putnam, or Union County and possess a current City business tax receipt as required, and is so certified by the Small and Service-Disabled Veteran's Business Program Coordinator.

It is the policy of the City of Gainesville that small and service-disabled veteran businesses as defined in the Small and Service- Disabled Veteran Business Program, have the maximum practical opportunity to participate in contracting opportunities provided by the City. In keeping with this policy, each bidder is asked to state whether it will utilize small and service-disabled veteran businesses that are eligible for assistance to perform work on the project(s) being advertised.

For bidders not yet certified by the City, a small and service-disabled veteran application may be accessed via the Office of Equal Opportunity website. To be considered as a certified small and/or service-disabled veteran business, a bidder must have a current certificate at the time of the solicitation submittal due date. For more information on certified small and service-disabled veteran businesses, please visit the Office of Equal Opportunity website.

The Standard has a great deal of experience with supplier diversity. Much of this experience stems from our role as the leading insurance provider for public sector and municipal groups. We try to contract with businesses that reflect local demographics, which benefits your communities and customers as well as our company. We offer equal opportunity to any diverse vendor wanting to take part in the procurement process. We also practice good-faith efforts to hire diverse subcontractors. These efforts include:

-) Reviewing approved vendor lists
-) Consulting other vendor resources (if you have no preferred list)
-) Seeking qualified vendors
-) Gathering responses and doing more outreach as needed
-) Reviewing bids and verifying ability to produce required services
-) Checking responding vendors' qualifications and certifications
-) Selecting diverse vendors
-) Keeping a record of all outreach, vendor details and responses

As a full-service insurer, we provide most of our services from within our company. This way we can meet our customers' varying needs, increase service levels and keep costs competitive. Administration and retention costs represent a small percentage of the overall premium charged.

We primarily work with SBE and DVBE vendors for:

- Printing services
- Enrollment services



8.4 TAXES, CHARGES AND FEES

The bidder agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since the City of Gainesville is often exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

With proper documentation, The Standard is willing to honor the city's exemption from any Federal and State excise tax.

8.7 RECORDS/AUDIT

Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

The Standard will permit the city or an agreed-upon, third-party auditor (not a competitor) to perform audits of pertinent books and records. We require audits to be conducted at one of The Standard's and/or its subcontractor's primary business locations and be subject to applicable privacy and confidentiality laws and The Standard's internal privacy and confidentiality policies and procedures.

Prior to the audit, we will hold a discussion between all parties (client, third-party auditor and The Standard) to determine the desired process, as well as the amount of staff time required. If the third-party auditor anticipates a charge for time based on the audit request, we will discuss these fees and agree to terms prior to any audit.

Due to privacy, confidentiality and privilege requirements, The Standard cannot agree to all access to any litigation, appeals or settlement records.

8.10 INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/ SETTLEMENTS/FINES/PENALTIES

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the bidder and specific contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

The Standard sells group insurance policies and services in all jurisdictions except New York. Due to the nature of our business, we are involved in benefit claim litigation involving our insurance products and services in any of the states. Certain information regarding such litigation cannot be disclosed in that it constitutes confidential attorney-client communications, attorney work product or is subject to confidentiality agreements entered into between parties. Our data contains some public information, which is disclosed in the following Investigation of Alleged Wrongdoings attachment.

We are not currently aware of material investigations, litigation or settlements, fines, or penalties that may have been assessed against any subcontractor that may be retained solely and exclusively to perform services under this Contract.

8.11 NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT

As a condition of entering into this agreement, the company represents and warrants that it will comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination. The company shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the solicitation, selection,



hiring, commercial treatment of subcontractors, vendors, suppliers or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination.

The City reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. The company understands and agrees that a violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

For more information on this policy and requirement, please visit the Office of Equal Opportunity.

It is the policy and practice of The Standard to provide equal employment opportunity to all employees and applicants and to provide an environment free from all forms of harassment.

The Standard does not unlawfully discriminate on the basis of race, religion, color, national origin, gender, gender identity or expression, ancestry, pregnancy, sexual orientation, physical/mental disability, veteran status, marital status, age or any other conditions protected by federal, state or local law.

The Standard takes affirmative action steps to employ and advance women, minorities, veterans, special disabled veterans, and persons with disabilities. Our practices and policies ensure that recruiting efforts are open to a diverse group of candidates and that training and the opportunity for advancement is open to all wishing to grow in their careers. To support a diversified workforce, The Standard is committed to making reasonable accommodations for people with religious, national origin or disability considerations, when such requests do not result in undue hardship to the business.

Standard is a federal contractor and complies with all applicable affirmative action and equal employment opportunity requirements, and abides by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

The City's authority to investigate alleged discrimination under this section shall be limited to instances of alleged discrimination directly related to the performance of services for the City.

PART 9 – SAMPLE CONTRACT

2. MULTI-YEAR CONTRACT.

The obligations of the City as to any funding required pursuant to this Contract shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Contract.

Provided, however, in the event no appropriations are made, Contractor shall have no obligation to continue providing group insurance coverage.

4. CONTRACT DOCUMENTS.

A. The Contract consists of the following documents, whether attached to this Contract or incorporated by reference (collectively the ‘Contract Documents’):

- i. Contract;
- ii. Addenda to Bid Documents (*attach and identify by title, number and date*);
- iii. Bid Documents (*attach and identify by title, number and date*); and
- iv. Contractor’s response to Bid documents (*attach and identify by title, number and date*).
- v. Any group insurance policy that Contractor issues to the City as Policyholder

B. The Contract Documents constitute the entire contract between the City and Contractor. In the event of conflict or inconsistency between the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

Notwithstanding anything else in this paragraph, Contractor’s group insurance policies shall govern eligibility for insurance and benefits and Contractor’s right to modify, terminate and re-rate such group insurance policies.

~~5. DELIVERY SCHEDULE: (to be included for goods)~~

~~The delivery schedule is hereby defined as the period which will elapse between receipt of a purchase order and the arrival of the materials or equipment at the designated point of delivery. Meeting specified delivery schedules is of the essence of this Contract and is a significant part of the performance of the Contract. Failure to meet such schedules may result in Termination of the Contract as described in Paragraph 10 of this Contract.~~

~~A. DELIVERY LOCATION:~~

~~All materials or equipment shall be bid F.O.B. Gainesville, Florida.~~

~~B. DELAY~~

~~Notwithstanding the delivery schedule, the City shall have the right to delay the delivery for up to three months as necessary or desirable and such delay shall not be deemed a breach of contract, but the delivery schedule shall be extended for a period equivalent to the time lost by reason of the City’s delay.~~



~~If the project for which the delivery is required is stopped or delayed for more than three months, either in whole or in substantial part, and either the City or Vendor elects to terminate the Contract because of such delay, if such stoppage or delay is due to actions taken by the City within its control, Vendor's sole remedy under the Contract shall be reimbursement for costs reasonably expended in preparation for or in performance of the work to the date of termination.~~

~~[OR]~~

~~5. **TIME FOR PERFORMANCE** *(To be included for services, if needed)*~~

~~The Parties agree that time is of the essence for the Scope of Services. Contractor shall complete the work on or before [date].~~

~~[OR]~~

5. PARAGRAPH 5 INTENTIONALLY OMITTED.

[In some contracts, there is no need to put a provision in for completion. For instance, if you have hired a janitorial service on an annual contract, there would not be a need to have a time of performance or completion date]

7. INDEMNIFICATION.

Contractor shall indemnify the City, its officials, agents and employees, and hold it harmless from suits, actions, damages, liability, expenses, losses and costs, including, but not limited to reasonable attorney's fees in connection with loss of life, bodily or personal injury, or property damage arising from or occasioned by any act or omission or negligence or intentional wrongdoing on the part of the Contractor and other persons employed or utilized by the Contractor.

~~[OR]~~

~~The Contractor agrees, at its sole cost and expense, to indemnify, hold harmless, and defend the City and its officers, employees, and agents from all liabilities, damages, losses, claims, suits, causes of action, costs, or expenses of any kind or nature, including but not limited to reasonable attorneys' fees, for personal injury, death, property damage, or any other losses that arise from or are in any way connected with the negligence, recklessness, or intentional wrongful conduct of the Contractor and its officers, employees, and agents under the performance of this Contract. In effectuating the above, the Contractor shall at its sole expense assume and defend not only itself but also the City from any such claims, even if the claim is groundless, false, or fraudulent, provided the City retains the right to participate in the defense with its own counsel or counsel of its choosing at the City's own expense for attorneys' fees. This indemnification is not limited in any way by a limitation of the amount or type of damages or compensation payable by or for the Contractor under workers' compensation, disability, or other employee benefit acts, or the acceptance of insurance certificates required by this Contract, or the terms, applicability, or limitations of any insurance held by the Contractor. The City does not waive any rights against the Contractor that it may have by reason of this indemnification because of the City's acceptance of Contractor's insurance policies required by the City, and this indemnification applies to all damages and claims for damages of any kind suffered regardless of whether such insurance policies are determined to be applicable to any such damages or claims for damages. Nothing contained in this Contract may be interpreted as a waiver of the City's sovereign immunity as provided in Section 768.28, Florida Statutes, or as denying the City any remedy or defense available at law.~~

~~This section and indemnification will survive and be in full force and effect after any termination or expiration of this Contract.~~



~~Or for intergovernmental or Interlocal agreements:~~

Each party shall be solely responsible for the negligent or wrongful acts of its officials, agents and employees.

9. SOVEREIGN IMMUNITY.

Nothing in the Contract Documents shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.

Indemnification language is filed language in The Standard's group policies. Should we be selected as the carrier, we can draft an administrative letter to the effect that we will not enforce the indemnification provision of the policy against the City

10. TERMINATION.

A. If the Contractor fails to observe or perform in accordance with the Contract Document (a "Default"), then the City, after providing at least ten (10) days written notice to the Contractor of the Default and the City's intent to terminate if such Default continues unremedied during the ten (10) day period, may terminate this Contract without prejudice to any other rights or remedies the City may have under this Contract and Florida law.

B. This Contract may be terminated by the City, without cause, upon thirty (30) days written notice to the Contractor. In the event this Contract is so terminated, the Contractor shall be compensated for services rendered through the effective date of the termination.

C. The Contractor may terminate this Contract under the same terms and conditions provided under its group insurance policies.

12. INTELLECTUAL PROPERTY AND WORK PRODUCT.

A. Ownership and Publication of Materials. All reports, information, data, and other materials prepared by the Contractor pursuant to the Contract Documents, except those separately identified in the Scope of Services or in other written agreements between the Parties, are owned by the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information contained therein and relating thereto. No material produced in whole or in part under the Contract Documents may be copyrighted or patented in the United States or in any other country without prior written approval of the City.

The Standard does not intend to create any works for hire or transfer any copyrights as part of our group insurance coverage. On fully insured plans, The Standard owns all proprietary business records created in the course of administering the group insurance policy including, but not limited to underwriting, sales, and claim files. Subject to applicable law and The Standard's confidentiality policies and procedures, The Standard may be able to provide copies of records to the City for a reasonable charge.

B. Intellectual Property. Contractor warrants that it owns or has rights to use all intellectual property used for the scope of each project, including patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the City [or process or product is an infringement of a patent, copyright or other intellectual property, the Contractor shall promptly give City [and Professional if applicable] written notice of the infringement.

13. RECORDS AND RIGHT-TO-AUDIT.

Contractor shall maintain records sufficient to document completion of the scope of services established by the Contract Documents. ~~Subject to applicable privacy laws and regulations and Contractor's privacy and confidentiality policies, these records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City and who is approved by Contractor. These records shall be kept for a minimum of three (3) years after termination of the Contract. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims.~~

16. PUBLIC RECORDS.

Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, contractor must:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
3. 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 contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

~~Provided, however, Contractor's proprietary business records, including but not limited to claim files shall not be deemed public records.~~

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

<http://www.cityofgainesville.org/ClerkOfTheCommission/PublicRecordsRequests/RequestingPublicRecord.aspx>



17. DISPUTE RESOLUTION

Except as otherwise provided in this Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the City Manager or designee, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause each party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The City Manager or designee shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract and the findings and conclusions shall be final and binding on both parties. Pending the final decisions of a dispute hereunder, Contractor shall proceed diligently with its performance of the Contract in accordance with the preliminary directions of the City Manager or designee.

Provided, Contractor reserves its right under applicable law to pursue recourse in Florida as necessary to protect its rights and interests following any decision by the City Manager or designee.

18. ATTORNEY'S FEES AND COSTS.

The prevailing party to any litigation filed in state or federal court, shall be entitled to attorney's fees and costs, including any attorney's fees and costs incurred on appeal.

~~19. — **FORCE MAJEURE** (not needed if paragraph 5 is blank)~~

~~If the performance of the Contract is delayed by fire, lightning, earthquake, cyclone, or other such cause completely beyond the control of either the City or the Contractor, then the time for completion of the Contract shall be extended for a period equivalent to the time lost by reason of any of the aforesaid causes.~~

~~{OR}~~

19. PARAGRAPH INTENTIONALLY OMITTED

20. APPLICABLE LAW AND VENUE.

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any Florida conflict of law provision to the contrary. In the event of any legal action under this Contract between the City and Contractor, venue shall be in Alachua County, Florida or the applicable United States District Court in Florida.

27. ASSIGNMENT OF INTEREST.

Neither party will assign or transfer any interest in the Contract without prior written consent of the other party.

To the extent The Standard proposes to enter into an assignment solely and exclusively connected to providing group insurance coverage to the City, we are willing to obtain prior written consent.



Investigation of Alleged Wrongdoings, Litigation/ Settlements/Fines/Penalties

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the bidder and specific contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

The Standard sells group insurance policies and services in all jurisdictions except New York. Due to the nature of our business, we are involved in benefit claim litigation involving our insurance products and services in any of the states. Certain information regarding such litigation cannot be disclosed in that it constitutes confidential attorney-client communications, attorney work product or is subject to confidentiality agreements entered into between parties. Our data contains some public information, which we will disclose below. The following chart identifies the number and status of our group insurance litigation arising from the coverages that are the subject of the RFP.

LIFE	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Settled or dismissed	26	28	22	16	21	11	19	25	19	22	14
Judgments for/against	2 / 0	3 / 0	1 / 0	1 / 0	7 / 0	2 / 0	2 / 0	1 / 0	0 / 0	0 / 0	0 / 0
Active	23	21	20	20	13	14	13	16	20	25	31

We are not currently aware of material investigations, litigation or settlements, fines, or penalties that may have been assess against any subcontractor that may be retained solely and exclusively to perform services under this Contract.

Investigation of Alleged
Wrongdoings...



Additional Attachments

Addendum Publish Date: September 10, 2020

Group Life Insurance
Bid No.: RMDX-210000-GD
ADDENDUM NO. 1

Bid Due Date: September 30, 2020, 3:00pm

NOTE: The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

Please find attached:

- a) Excel version of Attachment 2 – Retiree Life Insurance Census
- b) Excel version of Attachment 3 – Risk Life Insurance Census
- c) Copy of the Cone of Silence period information (Financial Procedures Manual Section 41-424 Prohibition of lobbying in procurement matters).

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER COMPANY NAME: Standard Insurance Company

SIGNATURE: *Kathleen Quetel*

LEGIBLY PRINT NAME: Kathleen Quetel, 2nd VP Underwriting

DATE: 09-23-2020

41-424 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 170116, Section 9, during the Cone of Silence as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees, except the Procurement Division or the procurement designated staff contact person. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Cone of Silence period means the period between the issue date which allows for immediate submittals to the City of Gainesville Procurement Division in response to an invitation to bid, or a request for proposal, or qualifications, or information, or an invitation to negotiate, as applicable, and the time that City Officials or the Procurement Division, or City Department awards the contract.

Lobbying means when a person seeks to influence or attempt to influence City Officials or employees with respect to a decision of the City, except as authorized by procurement procedures.

Addendum Publish Date: September 18, 2020

Group Life Insurance

Bid Number: RMDX-210000-GD

ADDENDUM #2

Bid Due Date: September 30, 2020, 3:00pm

NOTE: The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

Please find attached to this Addendum or added to the DemandStar posting, named:

- Addendum 2-Attachment 1-Retiree Census
- Addendum 2-Attachment 2-Life E-Contract-Symetra
- Addendum 2-Attachment 3-Symetra Invoice_2020-09
- Copy of the Code of Silence period information (Financial Procedures Manual Section 41-424 Prohibition of lobbying in procurement matters).

1. Question:

The retiree census only contains DOB and zip code. Please provide a retiree census that includes gender, date of birth, dates of retirement, and amount of life insurance coverage for each retiree insured.

Answer:

Please see the attached Excel Report "Addendum 2-Attachment 1-Retiree Census". The dates are through July 31, 2020.

2. Question:

Can active and retiree experience be split/reported separately? Please provide the following experience data separately for each line of life coverage from 2015 to 2020:

- Annual paid premiums
- Annual paid claims
- Average annual volume
- A premium rate history for each line of coverage
- A detailed list of all death claims paid

Answer: Provided. It is a blended rate and blended experience.

3. Question:

- a. If active and retiree coverage cannot be split, Please provide a detailed listing of all death claims incurred between 2015 and 2020.
- b. Please provide claim reporting for the past 3 years?

Answer: Please see the attached Excel Report "Addendum 2-Attachment 1-Retiree Census". The dates are through July 31, 2020.

4. Question:

Please provide a copy of a recent monthly billing statement/premium remittance statement to compare census volumes to reported volumes.

Answer: See "210000-Addendum2-Attachment 3-Symtra Invoicd_2020-09" attached

5. Question:

Please provide a list of open Waiver of Premium claims, including gender, date of birth, date of disability, and amounts of life coverage for all current disabled insureds.

Answer: Not applicable to this solicitation.

6. Question:

Please provide a premium rate history from 01/01/2015 to 2020 for each line of Life and AD&D coverage, including current rates.

Answer: Rate history has been provided. AD&D is not applicable to this solicitation.

7. Question:

Please provide a copy of the current Life and AD&D policy or certificate so that our proposal can match current plan provisions as closely as possible. If this isn't available, please provide the following:

- Plan design (benefits, maximums, guaranteed issue limits, etc.)
- Waiver of premium parameters (e.g. disabled prior to age 60, 9 month elimination period, terminates at age 65), if no waiver of premium – how long may disableds continue to be covered under a premium payment arrangement?
- Age reduction schedule
- Any guaranteed issue opportunities available at annual enrollment

Answer: Current Life policy has been provided. AD&D is not applicable to this solicitation.

8. Question:

Is the retiree group open to future retirees? If not, when did the group close?

Answer: Yes

9. Question:

Have there been any significant plan design changes in the last several years (i.e. change in benefit schedules, acquisitions, mergers)?

Answer: No

10. Question:

Will the life insurance plan be self-administered/self-billed by the employer, or will the insurance carrier be responsible for maintaining individual employee records and for generating monthly invoices?

Answer: Carrier will be responsible

11. Question:

Is an implementation credit requested?

Answer: No

12. Question:

What level of commissions should be included in our proposed rates?

Answer: Current commission is 10%.

13. Question:

It appears that the city may currently offer a supplemental life and AD&D plan, as well as dependent life. We may be able to provide better rates if both the basic and supplemental plans are marketed together. Please provide census and experience by line of coverage if you are interested in quotes on any existing supplemental plans.

Answer: We are not soliciting for the voluntary benefit at this time

14. Question:

Please provide a description of your claims submission process; including such items as information gathering, submission, follow up and resolution.

Answer:

City is notified by family. City researches information and communicates with funeral home (if applicable). Vendor is notified. City contacts and meets with beneficiary of record to complete and process necessary documents. City submits documents to vendor. Vendor contacts City with any questions. Vendor sends payout to beneficiary and notifies City payment was made.

15. Question:

Please provide the details of your current portability and conversion administration process.

Answer:

This is employer paid for employees and retirees. There is no portability or conversion if employee separates service prior to retirement.

16. Question:

Do you currently use a TPA or software vendor for you benefits enrollment and eligibility? If so, can the name of the vendor be released?

Answer: Not applicable to this solicitation.

17. Question:

For purposes of coordinating waiver of premium with the LTD plan, what is your LTD definition of disability?

Answer: We do not offer LTD.

18. Question:

Please describe your Evidence of Insurability process; including such things as submission, follow-up and notification.

Answer: There is no EOI on the Group Life benefit.

19. Question:

Please describe any established file transfers you have in place today.

Answer: None. Vendor will need to be able to interface with Workday

20. Question: What's the best way to communicate with your employees during enrollment and throughout the year?

Answer: Not applicable.

21. Question:

Are current beneficiary designations held electronically or on paper?

Answer: Both

22. Question:

Who holds current beneficiary designations?

Answer: City

23. Question:

What is the process to share beneficiary information with the current carrier?

Answer: This information is given upon death of an employee/retiree

24. Question:

Are designation details (e.g. name, class, share) stored as system data, images or both?

Answer: System

22. Question:

Please provide the current contract for employees and retirees including any addendums for the City's life insurance.

Answer: See Attached, "210000-Addendum 2-Attachment 2-Life E-Contract-Symetra"

23. Question: What are the current rates for the retiree and employee life insurance?

Answer: Provided

24. Question: Does your life insurance benefit include an age reduction for retirees and employees?

Answer: No

25. Question: Does the City currently have a broker servicing the Life insurance? If yes, who is the current broker?

Answer: Gallagher Benefits Services

26. Question:

What compensation is the broker receiving?

Answer: 10% Commission

27. Question:

What vendor or platform does the City use for their payroll system?

Answer: The City Currently uses CGI Advantage and will be transitioning to Workday sometime next year.

28. Question:

Does the City currently have an online enrollment system?

Answer: Yes

29. Question:

If so, is the current broker paying for the online enrollment system?

Answer: No

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 2 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER COMPANY NAME: Standard Insurance Company

SIGNATURE: Kathleen Quetel

LEGIBLY PRINT NAME: Kathleen Quetel, 2nd VP Underwriting

DATE: 09-23-2020

CITY OF _____
GAINESVILLE

FINANCIAL SERVICES
PROCEDURES MANUAL

41-424 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 170116, Section 9, during the Cone of Silence as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees, except the Procurement Division or the procurement designated staff contact person. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Cone of Silence period means the period between the issue date which allows for immediate submittals to the City of Gainesville Procurement Division in response to an invitation to bid, or a request for proposal, or qualifications, or information, or an invitation to negotiate, as applicable, and the time that City Officials or the Procurement Division, or City Department awards the contract.

Lobbying means when a person seeks to influence or attempt to influence City Officials or employees with respect to a decision of the City, except as authorized by procurement procedures.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff-Sawyer Oregon, Inc. 1050 SW 6th Avenue, Suite 1000 Portland OR 97204	CONTACT NAME: Eleanor Ko PHONE (A/C No. Ext): 503-416-7899 E-MAIL ADDRESS: eko@woodruffswy.com		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		
INSURED Standard Insurance Company Attn: Corporate Insurance Admin 1100 SW Sixth Avenue, P12A Portland OR 97204	INSURER A : Federal Insurance Company		NAIC # 20281
	INSURER B : Sentry Insurance, A Mutual Company		24988
	INSURER C : Atlantic Specialty Insurance Company		27154
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1558357854

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		7120077550013	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		7120077550013	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7120077550013	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9016876	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			82086341	7/1/2020	7/1/2021	Limit \$ 5,000,000 Deductible \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Operations of the Named Insured subject to the terms, conditions and exclusions of the policy issued by the Insurance Company.

RE: RFP # RMDX-210000-GD - Group Life Insurance

The City of Gainesville is included as additional insured as respects General Liability and Automobile Liability to the extent provided in the attached forms.

CERTIFICATE HOLDER**CANCELLATION**

City of Gainesville
 Procurement Division
 200 E University Avenue, Room 339
 Gainesville FL 32601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM AUTOMOBILE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement extends certain coverages. The following listing and the headers in this endorsement are only for convenience. Provisions in this endorsement might be modified by other endorsements. Read the entire policy carefully to determine rights, duties and what is and is not covered.

<p>A. Drive Other Car Coverage – Executive Officers and Certain Individuals</p> <p>B. Section II – Covered Autos Liability Coverage</p> <ol style="list-style-type: none"> 1. Additional Insured – Written Contract, Agreement, Permit or Authorization 2. Broadened Named Insured 3. Employees as Insureds (Including Employee Hired Autos and Fellow Employee Coverage) 4. Newly Acquired or Formed Organizations 5. Supplementary Payments – Bail Bonds and Loss of Earnings <p>C. Section III – Physical Damage Coverage</p> <ol style="list-style-type: none"> 1. Hired Auto Physical Damage Coverage 2. Towing – Any Covered Autos 3. Transportation Expenses Increased 	<ol style="list-style-type: none"> 4. Loss of Use Expenses Increased 5. Other Coverage Extensions <ol style="list-style-type: none"> a. Airbag Discharge b. Auto Theft Reward c. Loan/Lease Gap Coverage d. Rental Reimbursement 6. Diminution in Value 7. Communications Equipment 8. Deductible Waived For Glass Repair <p>D. Section IV – Business Auto Conditions</p> <ol style="list-style-type: none"> 1. Duties in Event of Accident, Claim, Suit or Loss 2. Waiver of Subrogation When Required by Written Contract or Agreement <p>E. Section V – Definitions</p> <ol style="list-style-type: none"> 1. Bodily Injury – Includes Mental Anguish 2. Executive Officer
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A. Drive Other Car Coverage – Executive Officers and Certain Individuals

1. The following is added to **Section I – Covered Autos**:

Drive Other Car Coverage

- a. For Covered Autos Liability Coverage and Physical Damage Coverage, “autos” in the care, custody or control of an “insured” described in Paragraph 2. below, which you do not own, hire, lease or borrow, are covered “autos”. But this does not include any “auto”:
 - (1) Owned by any “insured” described in Paragraph 2. below, or any member of their household, including any “auto” that is owned but not insured;
 - (2) Used by an “insured” described in Paragraph 2. below while working in the business of selling, servicing, repairing or parking autos; or
 - (3) Insured or covered under another policy.
- b. If Medical Payments, Uninsured/Underinsured Motorist, Personal Injury Protection or other compulsory coverages required by the governing jurisdiction are provided by this policy, then an “insured” described in Paragraph 2. below, and their family members residing in the same household, are “insureds” while:
 - (1) Occupying as a passenger; or
 - (2) A pedestrian when struck by;
 any “auto” you do not own, hire, lease or borrow, except an “auto” owned by an “insured” described in Paragraph 2. below or members of their household, or an “auto” insured or covered under any other policy.

2. With respect to Drive Other Car Coverage only, Paragraph **A.1. Who is an Insured** of **Section II – Liability Coverage** is amended to include as an “insured” the following:

If you are designated in the Declarations as:

- a. An individual, you and your spouse.
- b. A partnership, your partners and their spouses.
- c. An organization other than an individual or a partnership, your “executive officers” and their spouses.

3. **Limit of Insurance and Deductible**

The most we will pay for Drive Other Car Coverage is the single highest Limit of Insurance for the applicable coverage for an “auto” you own. The Deductible for Drive Other Car Coverage is the largest Deductible for the applicable coverage for an “auto” you own.

4. **Other Insurance**

Regardless of the existence of other insurance or Paragraph **B.5. Other Insurance** of **Section IV – Business Auto Conditions**, Drive Other Car Coverage is primary.

B. Section II – Covered Autos Liability Coverage

1. **Additional Insured – Written Contract, Agreement, Permit or Authorization**

Paragraph **A.1. Who is an Insured** of **Section II – Covered Autos Liability Coverage** is amended to include as an additional “insured” any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to provide insurance such as is afforded under this Coverage Form but only with respect to liability for “bodily injury” or “property damage” caused in whole or in part by your maintenance, operation or use of a covered “auto”. But this insurance does not apply:

- a. Unless the written contract or agreement has been executed or the permit or authorization has been issued prior to the “accident” that caused the “bodily injury” or “property damage”;
- b. To any person or organization included as an “insured” under any other provisions of this policy, including this or any other endorsement;
- c. To the independent acts or omissions of such person or organization; or
- d. To any lessor of “autos” when their contract or agreement with you for such leased “auto” ends or the lessor or its agent takes possession of the “auto”.

2. **Broadened Named Insured**

Paragraph **A.1. Who is an Insured** of **Section II – Covered Autos Liability Coverage** is amended to include as a Named Insured any legally incorporated entity in which you maintain ownership of more than 50 percent of the voting stock on or after the effective date of this endorsement, but only if there is no other similar insurance available to that organization. This insurance does not apply to any organization that is an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. **Employees as Insureds (Including Employee Hired Autos and Fellow Employee Coverage)**

- a. Paragraph **A.1. Who is an Insured** of **Section II – Covered Autos Liability Coverage** is amended to include as an “insured” your “employee” while:

- (1) Using a covered “auto” you do not own, hire or borrow in your business or your personal affairs.
- (2) Operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

- b. Exclusion **B.5. Fellow Employee** of **Section II – Covered Autos Liability** is deleted.

- c. The following is added to **B.5.b** of **Section IV – Business Auto Conditions**:

Any covered “auto” hired or rented without a driver by your “employee” under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business is also deemed to be a covered “auto” you own.

4. Newly Acquired or Formed Organizations

Paragraph **A.1. Who is an Insured of Section II – Covered Autos Liability Coverage** is amended to include as an “insured” any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, if there is no other similar insurance available to that organization. But:

- (1) Coverage under this provision is afforded only until the end of the policy period; and
- (2) Coverage does not apply to “bodily injury” or “property damage” caused by an “accident” that occurred before you acquired or formed the organization.

5. Supplementary Payments – Bail Bonds and Loss of Earnings

In Paragraph **A.2.a. Supplementary Payments of Section II – Covered Autos Liability**, the following replaces Paragraphs (2) and (4):

- (2) Up to \$3,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Section III – Physical Damage Coverage

1. Hired Auto Physical Damage Coverage

- a. If hired “autos” are covered “autos” under **Section II – Covered Autos Liability Coverage** and this policy provides Comprehensive, Specified Causes of Loss Coverage or Collision Coverage for any “auto” you own, a hired “auto” will be deemed a covered “auto” for Physical Damage Coverage subject to the provisions in Paragraph **b.** below.
- b. For Hired Physical Damage Coverage provided by paragraph **a.** above:
 - (1) The most we will pay for “loss” to any hired “auto” is the lesser of:
 - (a) \$75,000 for “autos” of the private passenger type and \$50,000 for all other “autos”;
 - (b) The actual cash value of the damaged or stolen property as of the time of the “loss”; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - (2) The Deductible is the largest Deductible for the applicable coverage for an “auto” you own.
 - (3) This insurance is excess over any other valid and collectible insurance, whether such insurance is primary, excess, contingent or on any other basis.

2. Towing – Any Covered Autos

The following replaces Paragraph **A.2. Towing of Section III – Physical Damage Coverage**:

We will pay up to \$100 for towing and, if labor is performed at the place of disablement, labor costs incurred each time a covered “auto” is disabled if a premium charge for towing and labor is shown in the Schedule or the Declarations.

3. Transportation Expenses Increased

In Paragraph **A.4.a. Transportation Expenses of Section III – Physical Damage Coverage**, the amounts we will pay amounts we will pay for temporary transportation expenses incurred by you because of the total theft of a covered “auto” of the private passenger type are increased to \$75 per day, to a maximum of \$2,250.

4. Loss of Use Expenses Increased

The following replaces the last paragraph in Paragraph **A.4.b. Loss Of Use Expenses of Section III – Physical Damage Coverage**:

However, the most we will pay for any expenses for loss of use is \$1,000.

5. Other Coverage Extensions

If you have Physical Damage Coverage, the following are added to Paragraph **A.4. Coverage Extensions of Section III – Physical Damage Coverage**:

a. Airbag Discharge

We will pay to reset or replace a covered “auto’s” airbag that accidentally discharges without the “auto” being involved in an “accident” if the airbag is not covered under a manufacturer’s warranty and you did not intentionally cause the discharge. No Deductible applies to this Coverage Extension.

b. Auto Theft Reward

If you have Comprehensive or Specified Cause of Loss Coverage, we will pay a reward up to \$2,000 for information leading to the arrest and conviction of anyone stealing a covered “auto”. But we will not pay a reward to you, any family members or “employees” or any public officials while performing their duties.

c. Loan/Lease Gap Coverage

If a covered “auto” is subject to a long-term loan or lease that requires, in writing, that the lender or lessor be an additional “insured”, and you are legally obligated for the remaining balance on the loan or lease, we will pay the difference between the actual cash value of the “auto” at the time of “loss” and the remaining balance on your loan or lease. But we will not pay for:

- (1) Any amount paid under the policy’s Physical Damage Coverage; or
- (2) Any amounts for abnormal or excess wear and tear, additional or high mileage charges, carry-over balances from previous loans or leases, extended warranties or insurance purchased with the loan or lease, lease termination fees, taxes, overdue payments, unreturned security deposits or any penalties, interest or charges resulting from overdue payments.

d. Rental Reimbursement

We will pay for expenses to rent an “auto” of the private passenger type because of “loss” to a covered “auto” of the private passenger type. But:

- (1) We will only pay expenses incurred during the policy period at the time of the “loss” and ending, regardless of the policy period, six days after the “loss”.
- (2) The most we will pay is the lesser of:
 - (a) Reasonable and necessary expenses actually incurred; or
 - (b) \$50 per day.
- (3) This coverage does not apply if a spare or reserve “auto” is available to you.
- (4) If “loss” is because of the total theft of a covered “auto”, we will pay only those amounts that are not already covered under Transportation Expenses.

No Deductible applies to this Coverage Extension.

6. Diminution in Value

The following is added to Exclusion **B.6.** of **Section III – Physical Damage Coverage:**

This exclusion does not apply to “diminution in value” of a covered “auto” of the private passenger type used in the conduct of the “insured’s” business that is leased, rented, hired or borrowed without a driver for a period of 30 days or less. But the most we will pay for such “diminution in value” is the lesser of:

- a. 20 percent of the actual cash value of the “auto” as of the time of the “loss”; or
- b. \$7,500.

7. Communications Equipment

The following is added to Paragraph **B. Exclusions** of **Section III – Physical Damage Coverage:**

Exclusions **4.c.** and **4.d.** do not apply to communications equipment, including its antenna and other accessories, that is permanently installed in, and not removable from, a covered “auto” and designed for use as a:

- a. Citizen’s band radio;
- b. Two-way mobile radio or telephone;

- c. Scanning monitor receiver; or
- d. GPS navigation system.

No Deductible applies to “loss” to such communications equipment. But the most we will pay for all such communications equipment is \$5,000 for any one “loss”.

8. Deductible Waived For Glass Repair

The following is added to Paragraph **D. Deductible of Section III – Physical Damage Coverage**:

No Deductible applies if glass that is damaged is repaired rather than replaced.

D. Section IV – Business Auto Conditions

1. Duties in the Event of Accident, Claim, Suit or Loss

The following is added to Paragraph **A.2. Duties in the Event of Accident, Claim, Suit or Loss of Section IV – Business Auto Conditions**:

The requirements that you must notify us of an “accident”, claim, “suit” or “loss”, or send us documents concerning a claim or “suit”, apply only if the “accident”, claim, “suit” or “loss” is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An “executive officer” or insurance or risk manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

The requirement that you must notify us as soon as practicable of an “accident”, claim, “suit” or “loss” does not apply if you report the “accident”, claim, “suit” or “loss” to your workers’ compensation insurer and the “accident”, claim, “suit” or “loss” later develops into a liability claim for which coverage is provided by this policy. But as soon as you become aware that an “accident”, claim, “suit” or “loss” is a liability claim rather than a workers’ compensation claim, you must comply with all parts of Paragraph **A.2. Duties in the Event of Accident, Claim, Suit or Loss of Section IV – Business Auto Conditions**.

2. Waiver of Subrogation When Required by Written Contract or Agreement

The following is added to Paragraph **A.5. Transfer of Rights of Recovery Against Others to Us of Section IV – Business Auto Conditions**:

We will waive any right of recovery against any person or organization because of payments we make for “bodily injury” or “property damage” arising out of the ownership, maintenance or use of a covered “auto” when you have assumed liability for such “bodily injury” or “property damage” under an “insured contract”, but only if the “insured contract” is executed before the “accident” or “loss” occurs.

E. Section V – Definitions

1. Bodily Injury – Includes Mental Anguish

The following is added to Paragraph **C. of Section V – Definitions**:

“Bodily injury” includes mental anguish resulting from bodily injury, sickness, or disease sustained by a person at any time.

2. Executive Officer

The following is added to **Section V – Definitions**:

“Executive officer” means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM GENERAL LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement extends certain coverages. The following listing and the headers in this endorsement are only for convenience. Provisions in this endorsement might be modified by other endorsements. Read the entire policy carefully to determine rights, duties and what is and is not covered.

<p>A. Section I – Coverages</p> <ol style="list-style-type: none"> 1. Expected or Intended Injury (Property Damage) 2. Non-Owned Aircraft and Watercraft Under 55 Feet 3. Alienated Premises 4. Broadened Property Damage – Rented Premises, Borrowed Equipment and Use of Elevators 5. Personal and Advertising Injury <ol style="list-style-type: none"> a. Non-Employment Related Discrimination b. Limited Contractual Liability Coverage 6. Medical Payments – Increased Limits and Time Period 7. Product Recall Expense Coverage 8. Supplementary Payments – Cost of Bail Bonds and Loss of Earnings <p>B. Section II – Who is an Insured</p> <ol style="list-style-type: none"> 1. Broadened Named Insured 2. Additional Insured – Broad Form Vendor 3. Additional Insured – Written Contract, Agreement, Permit or Authorization 	<ol style="list-style-type: none"> 4. Incidental Malpractice by Employed Physicians, Nurses, EMTs and Paramedics 5. User of Covered Watercraft 6. Newly Acquired or Formed Organizations <p>C. Section III – Limits of Insurance – Aggregate Limit Per Location</p> <p>D. Section IV – Commercial General Liability Conditions</p> <ol style="list-style-type: none"> 1. Duties in Event of Occurrence, Offense, Claim or Suit 2. Waiver of Subrogation When Required by Written Contract or Agreement <p>E. Section V – Definitions</p> <ol style="list-style-type: none"> 1. Bodily Injury – Includes Mental Anguish 2. Coverage Territory – Worldwide 3. Mobile Equipment – Self-Propelled Snow Removal, Road Maintenance and Street Cleaning Equipment Less than 1,000 Pounds Gross Vehicle Weight
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A. Section I – Coverages

1. Expected or Intended Injury (Property Damage)

The following is added to Exclusion **2.a. Expected Or Intended Injury** of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

This exclusion does not apply to “property damage” resulting from the use of reasonable force to protect persons or property.

2. Non-Owned Aircraft and Watercraft Under 55 Feet

a. The following is added to Exclusion **2.g. Aircraft, Auto or Watercraft** of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

This exclusion does not apply to an aircraft that is:

- (a) Hired, chartered or loaned with a paid crew; and
- (b) Not owned by any insured.

b. The following replaces Exclusion **2.g.(2)(a)** of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

- (a) Less than 55 feet long; and

- c. The following is added to Paragraph **b.(1)** in Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured that provides coverage for aircraft or watercraft not owned by any insured, whether such insurance is primary, excess, contingent or on any other basis.

3. Alienated Premises

The following replaces Exclusion **2.j.(2)** of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

- (2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises and occurs from hazards that were known to you, or should have been known to you, at the time the property was transferred or abandoned;

4. Broadened Property Damage – Rented Premises, Borrowed Equipment and Use of Elevators

- a. The following is added to Exclusion **2.j. Damage To Property** of **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability**:

Paragraph **(1)** of this exclusion does not apply to “property damage” to real property you rent or temporarily occupy with permission of the owner.

Paragraph **(4)** of this exclusion does not apply to “property damage” to equipment you borrow while at a job site if the equipment is not being used by anyone to perform work or operations at the time of loss.

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply to “property damage” arising out of the use of elevators at premises you own, rent, lease or occupy.

- b. The following replaces Paragraph **6.** of **Section III – Limits Of Insurance**:

6. Subject to Paragraph **5.** above, the Damage to Premises Rented to You Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of “property damage” to any one premises while rented to you or occupied by you with permission of the owner. If a Damage to Premises Rented to You Limit is not shown in the Declarations, that Limit will be \$500,000.

- c. The following is added to Paragraph **b.(1)** of Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured that provides coverage for real property you rent or temporarily occupy with the permission of the owner, borrowed equipment or use of elevators, whether such insurance is primary, excess, contingent or on any other basis.

5. Personal and Advertising Injury

- a. **Non-Employment Related Discrimination**

The following is added to the Paragraph **14.** “personal and advertising injury” of **Section V – Definitions**, but only if Coverage **B** is not otherwise excluded by the provisions of this Coverage Part or any endorsement:

“Personal and advertising injury” includes injury, including consequential “bodily injury”, arising out of discrimination because of race, color, creed, national origin, age, sex or physical disability, where such insurance is not prohibited by law, but only if the discrimination is:

- (1) Not done intentionally by or at the direction of:
- (a) The insured; or
 - (b) Any “executive officer”, director, stockholder, partner, member, manager or “employee”; and
- (2) Not directly or indirectly related to the employment, prospective employment or termination of employment of any person by any insured.

This insurance afforded for discrimination does not apply to fines or penalties, or that portion of any award or judgment resulting from the multiplied portion of any damages under state or federal law.

b. Limited Contractual Liability Coverage

The following is added to Exclusion **2.e. Contractual Liability** of **Section I – Coverages – Coverage B – Personal and Advertising Injury Liability**:

This exclusion does not apply to liability for damages assumed in a written contract or agreement if the liability assumed pertains to your business and is the tort liability (meaning liability that would be imposed by law in the absence of contract or agreement) of another party to pay for "personal and advertising injury" to a third person or organization, provided the "personal and advertising injury":

- (1) Occurs after the execution of the contract or agreement; and
- (2) Arises out of the offense of false arrest, detention or imprisonment.

6. Medical Payments – Increased Limits and Time Period

The following provisions are modified only if Coverage **C** is not otherwise excluded by the provisions of this Coverage Part or any endorsement.

a. The following replaces Paragraph **a.(3)(b)** in Paragraph **1. Insuring Agreement** of **Section I – Coverage C – Medical Payments**:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

b. The following is added to Paragraph **7.** of **Section III – Limits Of Insurance**:

The Medical Expenses Limit for Coverage **C** is the greater of \$15,000 per person or the amount shown in the Declarations.

7. Product Recall Expense Coverage

a. The following is added to **Section I – Coverages**:

Product Recall Expense Schedule	
Product Recall Aggregate Limit	\$ 50,000
Each Product Recall Limit	\$ 25,000
Each Product Recall Deductible	\$1,000
The limits and deductible in this Schedule apply to Product Recall Expense Coverage unless other amounts are shown in the Declarations.	

PRODUCT RECALL EXPENSE COVERAGE

We will pay "product recall expense" incurred by you or on your behalf for a "covered recall" to which this insurance applies. This insurance applies to "product recall expense" for a "covered recall" that takes place in the "coverage territory" and during the policy period. The amount we will pay for "product recall expense" is limited as described in **Section III – Limits Of Insurance**.

We will only pay the amount of "product recall expense" in excess of the Each Product Recall Deductible shown in the Schedule above. You must pay the Each Product Recall Deductible for each "covered recall" that is initiated.

b. The following is added to **Section III – Limits Of Insurance**:

The Product Recall Aggregate Limit shown in the Schedule above is the most we will pay for the sum of all "product recall expense" incurred for all "covered recalls" initiated during the policy period.

Subject to the Product Recall Aggregate Limit, the Each Product Recall Limit shown in the Schedule above is the most we will pay for all "product recall expenses" arising out of any one "covered recall" for the same defect or deficiency.

c. The following is added **Section IV – Commercial General Liability Conditions**:

Duties In The Event Of "Covered Recall"

- 1. You must report a "covered recall" to us as soon as practicable and no later than 30 days after you discover or are made aware of such recall.
- 2. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. You must see to it that the following are done as soon as practicable after an actual or anticipated "covered recall" that may result in "product recall expense":
 - (a) Give us notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall;
 - (b) Cease any further release, shipment, consignment or any other method of distribution of such product, as well as any similar products, until it has been determined that all such products are free from defects that could result in "product recall expense";
 - (c) As often as may be reasonably required, permit us to:
 - (1) Inspect "your product" and take damaged and undamaged samples of "your products" for inspection, testing and analysis; and
 - (2) Examine and make copies from your books and records;
 - (d) Within 60 days of our request and providing you the necessary forms, send us a signed, sworn proof of loss containing the information we request to settle the claim; and
 - (e) Permit us to examine any insured under oath, while not in the presence of any other insured, at such times as may reasonably be required, about any matter relating to this insurance or your claim, including an insured's books and records. An insured's answers to the examination must be signed.
- d. The following are added to **Section V – Definitions**:

"Covered recall" means a recall of "your product" made necessary because the insured or a government entity has determined that a known or suspected defect, deficiency, inadequacy or dangerous condition in "your product" has resulted in, or will result in, "bodily injury" or "property damage".

"Product recall expense":

- a. Means the following necessary and reasonable extra expenses incurred by you or on your behalf exclusively for the purpose of recalling "your product":
 - (1) Expenses for communications, including broadcast announcements or printed "advertisements" and associated stationery, envelopes and postage;
 - (2) Expenses for shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Expenses for overtime paid to your regular non-salaried "employees";
 - (4) Expenses for hiring "temporary workers";
 - (5) Expenses incurred by "employees", including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space; or
 - (7) Expenses for proper disposal of "your product" if the disposal is necessary to avoid "bodily injury" or "property damage" and is other than regularly used to discard, trash or dispose of "your product".
- b. Does not include the following:
 - (1) Damages, fines or penalties;
 - (2) Defense expenses;
 - (3) The cost of regaining your market share, goodwill, revenue or profit; or
 - (4) Any expenses resulting from:
 - (a) Failure of any product to accomplish its intended purpose;
 - (b) Breach of warranties of fitness, quality, durability or performance;
 - (c) Loss of customer approval, or any cost incurred to regain customer approval;
 - (d) Redistribution or replacement of "your product" that was recalled with like products or substitutes;
 - (e) The insured's caprice or whim;

- (f) A condition any insured knew, or had reason to know, of at the inception of this insurance that was likely to cause loss; or
- (g) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

8. Supplementary Payments – Cost of Bail Bonds and Loss of Earnings

The following replaces Paragraphs 1.b. and 1.d. of **Supplementary Payments – Coverages A and B** in **Section I – Coverages**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

B. Section II – Who is an Insured

1. Broadened Named Insured

Section II – Who Is An Insured is amended to include as a Named Insured any legally incorporated entity in which you maintain ownership of more than 50 percent of the voting stock on the effective date of this endorsement, but only if there is no other similar insurance available to that organization. This insurance does not apply to any organization that is an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

2. Additional Insured – Broad Form Vendor

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to below as "vendor") with whom you have agreed in a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business. But none of these vendors are an additional insured:
 - (1) If the "products-completed operations hazard" is excluded under the Coverage Part or by endorsement;
 - (2) If the vendor is a person or organization from whom you have acquired the products, or any ingredient, part or container entering into, accompanying or containing those products;
 - (3) For "bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement unless that the vendor would have otherwise been liable for such "bodily injury" or "property damage" in the absence of that contract or agreement; or
 - (4) For "bodily injury" or "property damage" caused by or arising out of:
 - (a) Any express warranty not authorized by you;
 - (b) Any physical or chemical change in the product made intentionally by the vendor;
 - (c) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (d) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (e) Operations to demonstrate, install, service or repair, except those operations performed at the vendor's premises in connection with the sale of the product;
 - (f) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (g) The sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf, unless such act or omission is:
 - (i) In the course of repackaging "your products" in the original container after unpacking solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer;

- (ii) A demonstration, installation, servicing or repair operation of “your products” performed at the vendor’s premises in connection with the sale of the product; or
 - (iii) An inspection, adjustment, test or servicing of “your products” the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- b. The insurance afforded to such vendor under Paragraph a. above:
 - (1) Applies only to the extent permitted by law; and
 - (2) Will not be broader than that which you are required by the contract or agreement to provide to such vendor.
- c. The following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of a vendor that qualifies as an additional insured is the amount of insurance:

 - a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations.

3. Additional Insured – Written Contract, Agreement, Permit or Authorization

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to provide insurance but only with respect to liability for injury or damage caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf for:
 - (1) “Bodily injury”, “property damage” or “personal and advertising injury” in the performance of your ongoing operations, and only until your operations are completed, for such person or organization at the location designated in the contract, agreement, permit or authorization;
 - (2) “Bodily injury”, “property damage” or “personal and advertising injury” in the maintenance, operation or use of equipment leased to you by such person or organization; or
 - (3) “Bodily injury”, “property damage” or “personal and advertising injury” in connection with premises you own, rent, lease or occupy.
- b. The insurance afforded to an additional insured under Paragraph a. above does not apply:
 - (1) Unless:
 - (a) The contract or agreement is executed, or the permit or authorization is issued, before the “bodily injury”, “property damage” or “personal and advertising injury” occurs; and
 - (b) The contract, agreement, permit or authorization is in effect or becomes effective during the policy period.
 - (2) To any:
 - (a) Person or organization included as an insured under any other provision of this policy, including this or any other endorsement;
 - (b) Lessor of equipment after the equipment lease terminates or expires;
 - (c) Owner or other interests from whom land has been leased;
 - (d) Manager or lessor of premises if:
 - (i) The “occurrence” takes place after you cease to be a tenant in that premises; or
 - (ii) The “bodily injury”, “property damage” or “personal and advertising injury” arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor;
 - (e) Person or organization if the “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (i) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(ii) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering of or the failure to render any professional architectural, engineering or surveying services; or

(f) “Bodily injury” or “property damage” occurring after:

(i) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the location of the covered operations has been completed; or

(ii) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

c. The insurance afforded to an additional insured under Paragraph a. above:

(1) Applies only to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract, agreement, permit or authorization to provide to such additional insured.

d. With respect to the insurance afforded to an additional insured under Paragraph a. above, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract, agreement, permit or authorization; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations.

4. **Incidental Malpractice by Employed Physicians, Nurses, EMTs and Paramedics**

a. The following is added to Paragraph 2.a.(1)(d) of **Section II – Who Is An Insured**:

But an “employee” or “volunteer worker” employed or volunteering as a physician, dentist, nurse, emergency medical technician or paramedic is an insured if you are not engaged in the business or occupation of providing professional health care services.

b. The following is added to Paragraph b.(1) in Paragraph 4. **Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured for coverage for insured “employee” or volunteer worker who is a physician, dentist, nurse, emergency medical technician or paramedic, whether such insurance is primary, excess, contingent or on any other basis.

5. **User of Covered Watercraft**

a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization who uses, or is responsible for the use of, a watercraft covered by this policy if the use is with your express or implied consent. But no such person or organization is an insured with respect to:

a. “Bodily injury” to that person’s or organization’s “employee”; or

b. “Property damage” to property:

(1) Owned, occupied or used by; or

(2) In the care, custody or control of, rented to or over which physical control is being exercised for any purpose by;

that person or organization.

b. The following is added to Paragraph **b.(1)** in Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over any of the other valid and collectible insurance available to the insured for use of, or responsibility for use of, a watercraft covered by this policy, whether such insurance is primary, excess, contingent or on any other basis.

6. Newly Acquired or Formed Organizations

The following replaces Paragraph **3.a.** of **Section II – Who Is An Insured**:

- a.** Coverage under this provision is afforded only until the end of the policy period;

C. Section III – Limits of Insurance – Aggregate Limit Per Location

The following is added to Paragraph **2.** of **Section III – Limits Of Insurance**:

The General Aggregate Limit applies separately to each “location” of yours. As used in this provision, “location” means premises you own, rent or lease involving the same or connecting lots, or whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

D. Section IV – Commercial General Liability Conditions

1. Duties in the Event of Occurrence, Offense, Claim or Suit

The following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV – Commercial General Liability Conditions**:

The requirements that you must notify us of an “occurrence”, offense, claim or “suit”, or send us documents concerning a claim or “suit”, apply only if the “occurrence”, offense, claim or “suit” is known to:

- (1)** You, if you are an individual;
- (2)** A partner, if you are a partnership;
- (3)** An “executive officer” or insurance or risk manager, if you are a corporation; or
- (4)** A manager, if you are a limited liability company.

The requirement that you must notify us as soon as practicable of an “occurrence” or an offense that may result in a claim does not apply if you report the “occurrence” or offense to your workers’ compensation insurer and that “occurrence” or offense later develops into a liability claim for which coverage is provided by this policy. But as soon as you become aware that an “occurrence” or offense is a liability claim rather than a workers’ compensation claim, you must comply with all parts of Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV – Commercial General Liability Conditions**.

2. Waiver of Subrogation When Required by Written Contract or Agreement

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **Section IV – Commercial General Liability Conditions**:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or “your work” included within the “products-completed operations hazard” if the operations or work is done under a written contract or agreement with that person or organization, but only if the contract or agreement is executed before the “bodily injury” or “property damage” occurs and requires you to waive your rights of recovery.

E. Section V – Definitions

1. Bodily Injury – Includes Mental Anguish

The following is added to Paragraph **3.** of **Section V – Definitions**:

“Bodily injury” includes mental anguish resulting from bodily injury, sickness, or disease sustained by a person at any time.

2. Coverage Territory – Worldwide

The following replaces Paragraph **4.** of **Section V – Definitions**:

- 4.** “Coverage territory” means anywhere other than a country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America. But the insured’s responsibility to pay damages must be determined in a settlement we agree to or in a “suit” on the merits brought within the United States of America (including its territories and possessions), Puerto Rico or Canada.

3. Mobile Equipment – Self-Propelled Snow Removal, Road Maintenance and Street Cleaning Equipment Less than 1,000 Pounds Gross Vehicle Weight

The following is added after Paragraph **12.f.(1)** of **Section V – Definitions**:

But a self-propelled vehicle of less than 1,000 pounds gross vehicle weight that is maintained primarily for purposes other than transportation of persons or cargo with permanently attached equipment for snow removal, road maintenance (other than construction or resurfacing) or street cleaning will be considered “mobile equipment” and not an “auto”.

Group Life Insurance

Help Protect Loved Ones From Financial Hardship



Standard Insurance Company
Group Life Insurance





Your Proposed Group Insurance Plan

Standard Insurance Company appreciates the opportunity to provide you with a proposal for Group Life insurance. This booklet and the Employee Benefits Proposal together outline the basic features of your proposed insurance plan. These documents are not a contract.

Establishing Group Life insurance coverage with The Standard requires your completed, signed application for group insurance and our acceptance of it. When we approve your application, we will issue you a group policy containing our customary language. It will not duplicate the language of any existing policies you may have.

Your group policy with The Standard will contain provisions and defined terms not described in this booklet or your Employee Benefits Proposal. If any discrepancies exist between the group policy, the Employee Benefits Proposal and this booklet, your group policy will control.

Your group policy will become effective on the date determined by The Standard, which will be clearly stated on your policy. We will also supply you with certificates of insurance, describing the coverage in detail, for you to deliver to your insured employees.

The proposed premium rate and plan design for your Group Life coverage, Voluntary Life, Additional Life, Accidental Death and Dismemberment (AD&D), Supplemental Life and Dependents Life coverage, if selected, are based on the underwriting data we received from you. We will determine final premium rates and plan provisions based on:

- State law
- Policyholder contributions
- Confirmation of occupations
- The composition of the group of employees you wish to insure
- Our current underwriting rules and practices

The proposal will expire on the date shown in your Employee Benefits Proposal. If you have questions or need additional information not found in the Employee Benefits Proposal, contact your insurance advisor or the Employee Benefits Sales and Service Office for your area.

Thank you for considering The Standard for your group Life insurance needs. Group Life and Disability are our primary business. Having this level of focused expertise means we can understand your needs better and our employee benefits can work harder to support your goals. With tools designed to help reduce your workload and a proactive approach to help you maintain a more productive and efficient workplace, we're here to partner with you for the long term.

Group Life Insurance

The Foundation of an Employee Benefits Program

Group Life insurance from The Standard offers you the opportunity to help protect your employees and their families from financial hardship in the event of death. It includes competitive features, a variety of plan designs and family-friendly provisions. Benefit schedules may be based on uniform amounts, multiples of salary or employee classifications.

To help provide additional financial security, you may combine group Life insurance with Accidental Death and Dismemberment (AD&D) and Dependents Life insurance.¹ The Standard also offers contributory plans, Voluntary Life and Additional Life as cost-effective alternatives to meet the needs of both employers and employees.

Group Life Insurance Benefits and Added Features

Accelerated Benefit

In the event that an employee experiences a terminal illness, the Accelerated Benefit from The Standard can help ease financial concerns in the face of adversity.

The Standard typically includes the Accelerated Benefit with all group Life insurance policies that contain a Waiver of Premium provision. With this benefit, eligible employees suffering from terminal illnesses may receive an early payout of a portion of their Life insurance benefit.

Employees may receive up to 75 percent of their Life insurance benefit, but not more than \$500,000, in a one-time lump-sum payment. The minimum Accelerated Benefit amount is \$5,000 or 10 percent of an insured employee's Life insurance benefit, whichever is greater.

To qualify for the Accelerated Benefit, an eligible employee must qualify for Waiver of Premium and provide satisfactory proof of a qualifying medical condition that is reasonably expected to result in death within 12 months. If Waiver of Premium terminates at a given age, application for the Accelerated Benefit must be made at least 24 months before reaching that age.

¹ Dependents Life insurance may include a civil union partner or child of a civil union. Eligibility not available in all states. Contact your Standard Insurance Company sales representative for details.



After the payment of the Accelerated Benefit, the remaining Life insurance benefits are subject to interest charges. A minimum of 10 percent of the Life insurance coverage will be paid to the beneficiary even if interest charges on the accelerated amount would have exhausted the remaining benefits over time. If insured employees assign their rights under the Group Life insurance policy, the 10 percent minimum benefit will not apply.

Eligible employees may use the money to help maintain their quality of life during an emotionally and financially difficult situation. An Accelerated Benefit may be taxable, however, and its receipt may affect eligibility for public assistance programs.

Waiver of Premium

With the Waiver of Premium benefit, eligible employees may be able to continue their Life, Additional Life, Supplemental Life and any Dependents Life insurance without payment of premium if they become totally disabled. The amount of insurance continued under the Waiver of Premium provision corresponds to the Life, Additional Life, Supplemental Life and Dependents Life insurance schedules, including reductions.

Typically, to qualify for Waiver of Premium, an insured employee must become totally disabled before age 60 and must remain totally disabled for at least 180 consecutive days. Insurance coverage continues without premium payment as long as the eligible employee remains totally disabled and meets applicable age requirements. Satisfactory proof of total disability must be periodically submitted to The Standard. AD&D coverage, if any, may not be continued under this provision.

Portability of Insurance

Portability of Insurance provides a convenient group Life insurance option for eligible employees when their employment terminates. Depending upon state requirements, your plan may include one of the following provisions:²

Provision to Buy Portability Life Insurance (True Portability Option)³

Where available, this Portability of Insurance provision is automatically included at no additional cost in all new group Life insurance plans offered by The Standard, including those with AD&D, Dependents Life or Dependents AD&D insurance. This provision offers eligible employees the option to purchase up to the amount of group Life insurance coverage in force under the group policy, subject to minimum and maximum amounts, without submitting evidence of insurability. If approved, portable insurance amounts will remain in force as long as premiums are paid, regardless of whether the group Life insurance plan with The Standard terminates. The portable coverage will not terminate due to age, but it is subject to age reductions. Any AD&D coverage purchased with portable group Life insurance will terminate at age 65.

To be eligible for this coverage on the date employment terminates, employees must:⁴

- Be under age 65
- Have been continuously insured under the group policy or the prior plan for at least 12 consecutive months
- Be able to perform with reasonable continuity the material duties of at least one gainful occupation for which they are reasonably fitted by education, training and experience

Provision to Continue Coverage (24-Month Portability Option)⁵

Where available, the Portability of Insurance provision allows eligible employees to apply to continue qualifying amounts of group Life insurance, subject to minimum and maximum amounts, without submitting evidence of insurability. The coverage that may be continued must have been in effect for at least 12 consecutive months on the date employment terminates. If approved, coverage may be continued for a maximum of 24 months, provided premiums are paid.

To be eligible for this coverage on the date employment terminates, employees must:

- Have been continuously insured under the group policy or the prior plan for at least 12 consecutive months
- Not be terminating employment due to retirement
- Be able to perform with reasonable continuity the material duties of at least one gainful occupation for which they are reasonably fitted by education, training and experience

AD&D insurance and coverage continued under Waiver of Premium may not be continued under this provision.

Coverage under this provision terminates if the former employee becomes insured under another group life insurance plan, your group Life insurance plan with The Standard terminates or the former employee fails to pay premiums, whichever occurs first.

Conversion to Individual Life Insurance

The Right to Convert provision is another life insurance option for eligible employees if their group Life insurance ends or is reduced for any reason other than failure to pay premiums. Under this provision, eligible employees have the right to convert their group Life insurance, including any Additional Life, Supplemental Life and Dependents Life insurance, to certain types of individual life insurance policies without having to provide evidence of insurability. The employee must apply for conversion and pay the required premium within 31 days after group coverage ends or reduces. AD&D coverage may not be converted under this provision.

² Please consult your employee benefits sales and service representative regarding the available Portability of Insurance provision. Portability of Insurance is not available in all states.

³ Not available in Alaska, Maine, Michigan, Minnesota, South Dakota, Vermont and Washington.

⁴ These eligibility requirements do not apply in Massachusetts.

⁵ Available only in Alaska, Maine, Michigan, Minnesota, South Dakota, Vermont and Washington.

If group Life insurance discontinues or reduces because of termination or an amendment of the group policy, eligible employees may convert the insurance that has been in effect for at least five years.⁶ The maximum amount which may be converted is the lesser of:

- The amount of group Life insurance which ended, minus other group Life insurance for which the employee is eligible, and
- The maximum conversion amount allowed by law as shown in the group policy.

Repatriation Benefit

The Standard typically includes the Repatriation Benefit with every group Life insurance policy. This provides an additional benefit to help pay for expenses associated with transportation of the body of an eligible deceased employee. If the place of death is more than 200 miles away from the employee's primary place of residence, The Standard will help pay to return the body to a mortuary near the home of the deceased. The Standard will reimburse actual expenses up to \$5,000 or 10 percent of the Life insurance benefit, whichever is less.

Standard Secure Access

Life insurance proceeds for approved claims of \$25,000 or more are deposited into an interest-bearing checking account. The Standard Secure Access account is opened upon approval of a claim and immediately begins earning interest. The beneficiary receives a checkbook, from which drafts may be written for any purpose in amounts of \$250 or more. There are no service or maintenance fees or charges. Detailed monthly statements are provided to the beneficiary. Professional assistance and information is available through a toll-free customer service number.

Travel Assistance

This feature helps provide peace of mind to employees who travel more than 100 miles away from home or internationally on trips of up to 180 days. Travel Assistance helps employees respond to medical care situations and other emergencies, and it's automatically included with all group Life insurance policies.⁷



Highlights include:⁸

- Emergency Transportation Services, including arranging and paying for emergency evacuation to the nearest adequate medical facility and medically necessary repatriation to the employee's home, including repatriation of remains⁹

⁶ May vary by state.

⁷ Travel Assistance is provided through an arrangement with a service provider, which is not affiliated with The Standard. Travel Assistance is not an insurance product, except in the state of Oregon.

⁸ Please consult the Emergency Medical Travel Assistance Service Employee Certificate for complete terms, conditions and limitations.

⁹ Emergency Transportation Services must be arranged by the Travel Assistance service provider. Related medical services, medical supplies and a medical escort are covered where applicable and necessary.



- Medical and legal assistance services including locating medical care providers and local attorneys
- Trip Assistance services including emergency ticket, credit card and passport replacement, funds transfer assistance and missing baggage assistance
- 24-Hour Health Information including 24/7/365 access to registered nurses who can provide health and medication information and help understanding treatment options.

Life Services Toolkit

The Life Services Toolkit offers a wealth of resources online to help individuals make major life decisions about estate planning, funeral arrangements and handling grief, as well as 24-hour phone assistance and even some face-to-face sessions for beneficiaries. The Life Services Toolkit is automatically included with Life insurance plans from The Standard, for any size group.¹⁰

Highlights include:

- Services for insured employees: access to online information and legal forms that they can access anytime, including online will preparation, other estate-planning assistance and resources to help with personal finances.

- Services for beneficiaries and Accelerated Benefit recipients: access to face-to-face counseling sessions for grief support, funeral-planning resources, legal assistance, financial experts and other support services. Services are available for 12 months after the date of death for Life beneficiaries and after the date of claim payment for Accelerated Benefit recipients. Not available to beneficiaries who are minors or to non-individual entities such as trusts, estates, or charities.

Important Group Life Insurance Provisions

Group Life Insurance Exclusion

This plan may include an exclusion for death resulting from suicide or other intentionally self-inflicted injury while sane or insane.¹¹ If applicable, the amount payable will exclude amounts that have not been continuously in effect for at least two years on the date of death.

Group Life Insurance Reductions

Typically, insurance benefits are reduced to a percentage of the original amount based upon attainment of specified ages.

¹⁰ The Life Services Toolkit is provided through an arrangement with a service provider which is not affiliated with The Standard. The Life Services Toolkit is not an insurance product.

¹¹ For New Jersey residents, “insane” is not applicable.

Voluntary Life and Additional Life Insurance

Providing a competitive employee benefits package to attract and retain quality employees can be a challenging proposition for any employer. Double-digit increases in health-care costs make this even more difficult, reducing a group's ability to exclusively provide and pay for a comprehensive benefits program.

Voluntary Life and Additional Life insurance from The Standard make it easier for employers to offer the insurance coverage that employees want at competitive group rates. With premiums typically paid by employees through payroll deduction, a Voluntary Life or Additional Life insurance plan provides employees with the opportunity to purchase insurance coverage to fit their personal needs while minimizing the impact on the employer's bottom line.

With Voluntary Life coverage, the employer sponsors the plan and may choose to have it partially or fully paid by employees. It allows employees to select and apply for an amount of group Life insurance to help provide financial protection in the event of death.

With Additional Life coverage, the employer provides a basic amount of group Life insurance to employees. The employer also sponsors the Additional Life plan that allows employees to apply and pay for an increased amount of group Life insurance beyond the basic group Life coverage.

Voluntary Life and Additional Life Product Highlights

The Voluntary Life and Additional Life plans typically contain the same provisions and features as The Standard's group Life insurance. These include Accelerated Benefit, Waiver of Premium, Portability of Insurance, Right to Convert, Repatriation Benefit, Standard Secure Access and Travel Assistance. In addition, employers may include AD&D, Dependents Life and Dependents AD&D coverage with Voluntary Life or Additional Life plans.

Exclusions, limitations and reductions apply to Voluntary Life and Additional Life coverage.

Accidental Death and Dismemberment Insurance

Accidents can happen in many ways and at any time. Employers can help to financially protect their employees in the event of an unplanned loss of life, limb or sight with AD&D insurance from The Standard. With AD&D coverage, eligible employees and their beneficiaries may receive an additional amount in the event of accidental death or dismemberment, helping to restore financial balance when the unexpected happens.

AD&D coverage is available for covered dependents. If Dependents AD&D is selected, it would have the same amounts payable schedule (see chart below), Seat Belt and Air Bag Benefits and the same portability options as the member's current AD&D coverage.

Amounts Payable

The amount of the AD&D insurance benefit payable for a covered loss is a percentage of the AD&D insurance benefit in effect on the date of the accident, as shown below:

Life	100%
One hand or one foot	50%
Sight in one eye	50%
Two or more of the losses listed above	100%

At no time will more than 100 percent of the available AD&D insurance benefit be paid for all losses resulting from one accident.

With respect to a hand or foot, loss means the actual and permanent severance of the hand or foot from the body at or above the wrist or ankle joint. With respect to sight, loss means the entire, uncorrectable and irrecoverable loss of sight. The loss must be certified by a physician in the appropriate specialty as determined by The Standard.

Seat Belt Benefit

The Standard typically includes a Seat Belt Benefit with its AD&D coverage. If an insured employee dies as a result of an automobile accident while properly wearing and using a seat belt system, The Standard will pay a Seat Belt Benefit equal to the amount of the AD&D insurance benefit payable for the loss of life, up to a maximum of \$10,000.

Air Bag Benefit

To provide further protection to eligible employees who die as a result of an automobile accident for which a Seat Belt Benefit is payable, The Standard includes an Air Bag Benefit with its AD&D coverage. The Standard will pay an Air Bag Benefit equal to the amount of the AD&D insurance benefit payable for the loss of life, up to a maximum of \$5,000, if the following requirements are met at the time of the accident:

- The automobile is equipped with an air bag system installed as original equipment by the automobile manufacturer and the air bag system has received regularly scheduled maintenance or replacement as recommended by the manufacturer.
- The air bag system deployed, as evidenced by a police accident report.
- The insured employee was seated in the driver's or passenger's seat intended to be protected by the air bag system.

Line of Duty Benefit

The Line of Duty Benefit allows public safety officers to receive an additional benefit of \$50,000 or 100 percent of the AD&D insurance benefit otherwise payable for the loss, whichever is less, if they suffer a loss as the result of a line of duty accident for which AD&D insurance benefits are payable.

A line of duty accident means an accident that occurs while an insured public safety officer is taking any action authorized or required by rule, regulation, law or condition of employment as a public safety officer. This includes action taken in the course of controlling or reducing crime, criminal law enforcement or fire suppression, and action taken in response to an emergency while off-duty. For eligible firefighters and police, line of duty includes social, ceremonial or athletic functions to which the insured employees are assigned and for which they are paid as public safety officers by their employer.

Public safety officers include police officers, firefighters, corrections officers, judicial officers and officially recognized or designated volunteer firefighters.

¹² Child may include a child of a civil union. Eligibility not available in all states. Contact your Standard Insurance Company sales representative for details.

¹³ Spouse may include a civil union partner. Eligibility not available in all states. Contact your Standard Insurance Company sales representative for details.

Family Benefits Package

The Standard typically offers the Family Benefits Package of additional, family-oriented AD&D insurance benefits for no additional premium with all group Life insurance policies that include AD&D coverage. The Family Benefits Package extends financial assistance to an insured employee's family members in the event of the employee's accidental death for which an AD&D insurance benefit is payable.

Higher Education Benefit

The plans for a child's higher education should not end with the death of a parent. The Higher Education Benefit helps to keep those dreams alive. To be eligible for this benefit, the surviving child¹² must register and attend an institution of higher education on a full-time basis within 12 months after the insured employee's death. The benefit is paid annually for a maximum of four consecutive years beginning on the date of death. The benefit amount is the qualifying tuition expenses incurred per child within four years after the date of death, but not to exceed \$5,000 per year, or the cumulative total of \$20,000 or 25 percent of the AD&D insurance benefit, whichever is less.

Career Adjustment Benefit

A surviving spouse¹³ may need to make a career adjustment as a result of the insured employee's death. When this requires additional training, the Career Adjustment Benefit helps to make the transition easier. To be eligible for this benefit, within 36 months after the date of the employee's death, the surviving spouse must register and attend a professional or trade training program aimed at obtaining employment or increasing earnings. The benefit amount is the qualifying tuition expenses for training incurred by the surviving spouse within 36 months after the date of death, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25 percent of the AD&D insurance benefit, whichever is less.

Child Care Benefit

In order to work or obtain training, a surviving spouse may require the assistance of a caregiver to watch over young children. The Child Care Benefit is designed to help cover the cost of providing care for children¹² under age 13. The amount of the benefit is the qualifying expenses incurred by the surviving spouse within 36 months after the date of the insured employee's death, but not to exceed \$5,000 per year, or the cumulative total of \$10,000 or 25 percent of the AD&D insurance benefit, whichever is less.

AD&D Occupational Assistance

An employee who survives a serious accident may need more than financial support. Loss of a hand, foot, eyesight or more can also mean the loss of the ability to do the same job.

AD&D Occupational Assistance offers support to help employees return to productive lives and work. This service – available exclusively from The Standard – is included with all of our Group Life insurance policies that include AD&D. Employees will be eligible if they experience a specified accidental paralysis or dismemberment.

Services include access to one of our Workplace PossibilitiesSM consultants, who can help the employee develop a plan to return to work. The consultant can also coordinate with the employer to create accommodations, or help the employee explore alternate jobs.

AD&D Occupational Assistance may cover up to \$10,000 of approved return-to-work expenses, including:

- Consultant's time
- Rehabilitation plan development
- Ergonomic equipment
- Vocational assistance

Services must be accessed within two years of the accident.

Expanded AD&D Package

Few people are prepared for the sudden financial loss brought about by an accidental death. Even fewer are ready for the potentially higher cost of living associated with an accident that might result in paralysis or deafness. The Expanded AD&D package from The Standard provides employers with the option to help protect employees and their families with an extra layer of security against these unexpected events.

The Expanded AD&D Package includes an Occupational Assault Benefit, Public Transportation Benefit and additional definitions of loss.

If Dependents AD&D is selected, then the Expanded AD&D Package would apply to the dependents covered under AD&D as well. The only feature not available with Expanded AD&D for dependents is the Occupational Assault benefit.

Occupational Assault Benefit

The Occupational Assault Benefit provides an additional benefit if a member suffers a covered loss while actively at work and the loss is the result of an act of physical violence against the member that is punishable by law and evidenced by a police report. The amount of the benefit is \$25,000 or 50 percent of the AD&D insurance benefit that is paid, whichever is less.

Public Transportation Benefit

The Public Transportation Benefit is paid when an eligible employee dies as a result of an accident while riding as a fare-paying passenger on public transportation. The amount of the benefit is \$200,000 or 100 percent of the AD&D insurance benefit, whichever is less.

Additional Definitions of Loss

The Expanded AD&D Package includes coverage for a wider variety of accidental losses and conditions. The amount payable for these covered losses is equal to a percentage of the AD&D coverage in effect on the date of the accident, as shown below:

Life If the insured employee disappears and the disappearance is caused solely and directly by an accident that could have reasonably resulted in death ¹⁴	100%
Life By accidental exposure to adverse weather conditions	100%
Hand or foot Even if the severed part is surgically reattached	50%
Audible speech	50%
Hearing in both ears	50%
Thumb and index finger of the same hand¹⁵	25%
Quadriplegia	100%
Hemiplegia	50%
Paraplegia	50%

¹⁴ The disappearance must occur independently of all other causes and continue for a period of 365 days after the date of the accident despite reasonable search efforts.

¹⁵ This benefit is not payable if an AD&D insurance benefit is payable for the loss of the entire hand.

At no time will more than 100 percent of the available AD&D insurance benefit be paid for all losses resulting from one accident. Loss of speech or hearing means the entire, uncorrectable and irrecoverable loss of audible speech or hearing in both ears. Loss of thumb and index finger means the actual and permanent severance from the body of the thumb and index finger on the same hand at or above the metacarpophalangeal joints. Quadriplegia¹⁶ means the permanent, complete and irreversible total paralysis of both upper and lower limbs. Hemiplegia¹⁶ means the permanent, complete and irreversible total paralysis of the upper and lower limb on the same side of the body. Paraplegia¹⁶ means the permanent, complete and irreversible total paralysis of both lower limbs.

AD&D Limitations

All losses must occur solely and directly by an accident and independently of all other causes, within 365 days after the accident. Loss of life must be evidenced by a certified copy of the death certificate. Losses other than life must be certified by a physician in the appropriate specialty.

AD&D Exclusions

AD&D insurance benefits are not payable for death or dismemberment caused or contributed to by:

- War or act of war
- Suicide or any other intentionally self-inflicted injury, while sane or insane¹⁸
- Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot
- The voluntary use or consumption of any poison, chemical compound, alcohol or drug, unless used or consumed according to the directions of a physician
- Sickness or pregnancy existing at the time of the accident
- Heart attack or stroke
- Medical or surgical treatment for any of the above

Reductions in AD&D Insurance

Typically, insurance benefits are reduced to a percentage of the original amount based upon attainment of specified ages.

Dependents Life Insurance

The Standard offers Dependents Life insurance in combination with group Life insurance to provide additional financial security for employees and their families. If Dependents Life insurance is selected, an insured employee may purchase group Life insurance to cover a spouse or child.¹⁷

Children, adopted children and stepchildren living in an eligible employee's home through the age noted in the Employee Benefits Proposal are considered dependents.

Dependents Life insurance may be continued after the age noted in the Employee Benefits Proposal for a child who is disabled.

Dependents who are full-time members of the armed forces of any country are not eligible for coverage.

Insured employees are eligible to insure their dependents on the later of the date their group Life insurance becomes effective or the date they first acquire a dependent.

Dependents Life Exclusion

This plan may include an exclusion for death resulting from suicide or other intentionally self-inflicted injury, while sane or insane.¹⁸ The amount payable will exclude amounts that have not been continuously in effect for at least two years on the date of death.

Reductions in Dependents Life Insurance

Typically, Dependents Life insurance benefits are reduced to a percentage of the original amount based upon attainment of specified ages.

Commonly Asked Questions

Who Is Eligible for Coverage?

Coverage is available to all active employees who are regularly working at least 30 hours each week and meet the required eligibility waiting period as shown in the Employee Benefits Proposal. Temporary and seasonal employees and full-time members of the armed forces of any country are not eligible for coverage.

¹⁶ No benefit will be paid for loss of hand or foot if an AD&D benefit is payable for Quadriplegia, Hemiplegia, or Paraplegia involving the same hand or foot.

¹⁷ Spouse may include a civil union partner. Child may include a child of a civil union. Eligibility not available in all states. Contact your Standard Insurance Company sales representative for details.

¹⁸ Missouri and New Jersey residents, "insane" is not applicable.

What Is the Active Work Requirement?

Active work means performing the material duties of the employee's occupation at the employer's usual place of business. Employees who do not meet the active work requirement due to sickness, injury or pregnancy on the day before the scheduled effective date of insurance (including Dependents Life insurance) will not become insured until the day after the employee completes one full day of active work as an eligible member.

What Is the Effective Date of This Plan?

The effective date of coverage for an eligible employee or dependent depends upon the eligibility waiting period and whether the individual is required to provide evidence of insurability. Additionally, in every situation eligible employees must meet the active work requirement before the insurance becomes effective.

While Dependents Life insurance is in effect, each new dependent becomes insured immediately.

If an employee or dependent is not required to provide evidence of insurability, the effective date of coverage depends upon whether the coverage is contributory or noncontributory.

For noncontributory plans, coverage is effective on the date the employee or the employee's dependent becomes eligible.

For contributory plans, employees must apply in writing for coverage and agree to pay premiums. Coverage is effective on the later of:

- The date the employee becomes eligible if applying on or before that date
- The date the employee applies for coverage if within 31 days after becoming eligible

If an employee or dependent is required to provide evidence of insurability, the coverage generally becomes effective on the date The Standard approves the evidence of insurability.

When Does Coverage End?

Group Life insurance automatically ends on the earliest of the following:

- The date the last period ends for which a premium payment was received if the coverage is contributory
- The date the group policy terminates

- The date employment terminates
- The date the employee fails to meet the definition of a member; however, group Life insurance may be continued during certain periods

If AD&D coverage is selected, it automatically ends on the earliest of the following:

- The date the employee's group Life insurance ends
- The date Waiver of Premium begins
- The date the AD&D insurance terminates under the group policy
- The date the last period ends for which a premium payment was received if the coverage is contributory
- For dependents, the date Dependents Life insurance ends

If Supplemental Life coverage is selected, it automatically ends on the earliest of the following:

- The date the employee's group Life insurance ends
- The date the group policy terminates, unless the employee qualifies for Waiver of Premium
- The date the last period ends for which a premium payment was received if the coverage is contributory
- For a spouse, the date of divorce or legal separation, death of the employee, or the date the spouse becomes a full-time member of the armed forces of any country

If Dependents Life coverage is selected, it automatically ends on the earliest of the following:

- Five months after the death of the insured employee (no premiums will be charged for the Dependents Life coverage during these five months)
- The date the employee's group Life insurance ends
- The date the Dependents Life insurance terminates under the group policy
- The date the last period ends for which a premium payment was received if the coverage is contributory
- For a spouse, the date of divorce
- For a dependent, the date the individual ceases to be a dependent
- For a child that is disabled, 90 days after The Standard requests proof of disability, if proof is not given

What Level of Employee Participation Is Required?

For noncontributory plans, 100 percent of the eligible employees must participate. If a plan is contributory (partially or fully funded by employees), a minimum number of eligible employees must participate, as specified in the Employee Benefits Proposal.

When Does the Group Policy Terminate?

You may terminate the group policy by providing The Standard with written notice. It will automatically terminate if a premium payment is not received by the end of the grace period shown in the group policy. The Standard may terminate the group policy on any premium due date if the number of persons insured is less than the minimum participation requirements as defined by the group policy. The Standard may also terminate the group policy if we determine that the policyholder has failed to promptly furnish any necessary requested information or to perform any other obligations relating to the group policy.



Founded in Portland, Oregon in 1906, The Standard is a nationally recognized provider of group employee benefits and Individual Disability insurance. We provide insurance to more than 25,700 groups, covering approximately 6 million employees nationwide.* Our first group policy, written in 1951 and still in force today, stands as a testament to our commitment to building long-term relationships.

We always strive to do what's right – for our policyholders and their employees. This dedication has resulted in a national reputation for quality products, superior service and industry expertise.

To learn more about group Life insurance from The Standard, contact your insurance advisor or the Employee Benefits Sales and Service Office for your area at 800.633.8575 or visit us at **www.standard.com**.

* As of December 31, 2016, based on internal data developed by Standard Insurance Company.

Standard Insurance Company
1100 SW Sixth Avenue
Portland OR 97204

www.standard.com

GP190-LIFE/S399, GP899-LIFE, GP190-LIFE/A997/S399,
GP399-LIFE/TRUST

Group Life Insurance
SI 6958 (5/17) PR/ER

Group Additional Life Insurance

Answers To Your Questions About Coverage From The Standard



Standard Insurance Company
Group Life Insurance





About This Booklet

This booklet is designed to answer some common questions about the group Additional Life insurance coverage offered to the eligible employees in your company. It is not intended to provide a detailed description of the coverage.

If the group policy becomes effective and you become insured, you will receive a certificate containing a detailed description of the insurance coverage including the definitions, exclusions, limitations, reductions and terminating events. The controlling provisions will be in the group policy. Neither this booklet nor the certificate modify the group policy or the insurance coverage in any way.

Refer to the Coverage Highlights for additional details about Additional Life coverage.

Group Additional Life Insurance Features

It's not easy to think about, but what if you suddenly died? Could your family live without your income? Would your family be able to cover the medical expenses associated with a terminal illness or with burial and funeral expenses?

Your employer provides you with a basic amount of Group Life insurance to help safeguard your loved ones in the event of your death. Since every employee's needs are different, your employer also offers you the opportunity to apply for Additional Life insurance from The Standard.

Advantages Of Additional Life Insurance

- **Choice** – You decide how much coverage you need from the range of amounts available. The Coverage Highlights provide you with additional details.
- **Flexibility** – If your needs change, you may request to change the amount of coverage. Increases in coverage require evidence of insurability, as described below.
- **Convenience** – With premiums deducted directly from your paycheck, you do not have to worry about mailing monthly payments.
- **Peace of Mind** – You can take comfort in knowing that you have done something positive to protect your family's future.

Commonly Asked Questions

The following information provides details to give you a better understanding of the Additional Life insurance available from The Standard.

What Is The Effective Date Of This Plan?

Before the Additional Life coverage takes effect, a minimum number of eligible employees in your company must apply and qualify. This level of participation has been agreed upon by your employer and The Standard.

If the minimum participation requirement is met and the Additional Life coverage goes into effect, the effective date of your coverage depends upon when you become a member, when you apply and whether you are required to provide evidence of insurability.

If you are not required to provide evidence of insurability, and you apply and agree to pay premiums, your Additional Life coverage becomes effective on:

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

Refer to the Coverage Highlights for information on the eligibility waiting period and when you become eligible for insurance.





If you are required to provide evidence of insurability, and you apply and agree to pay premiums, your Additional Life coverage becomes effective on the date The Standard approves your evidence of insurability.

In every case, you must meet the active work requirement before your insurance becomes effective.

What Is The Active Work Requirement?

Active work means performing with reasonable continuity the material duties of your own occupation at your employer's usual place of business. 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.

Will I Have To Provide Information Regarding My Medical History?

If you apply for Additional Life insurance within 31 days of becoming eligible and you meet the active work requirement, you will automatically qualify for up to a set amount of insurance coverage called the guarantee issue amount. This means that you will not have to answer medical questions to purchase coverage up to this amount. Check the Coverage Highlights for your guarantee issue amount.

If the date you apply is more than 31 days after you become eligible or if you determine that you need more insurance than the guarantee issue amount, satisfactory evidence of insurability is required. You will need to complete and submit a Medical History Statement. In some cases, we may request additional medical information or a physical exam.

Evidence of insurability is also required for reinstatement of terminated coverage and for members eligible but not insured under prior life insurance plans.

Life Insurance Needs Calculator

Each family has a unique set of circumstances and financial demands. To help you figure out the amount of Additional Life Insurance you may need to protect your loved ones, The Standard has created a Life Insurance Needs Calculator. Use the worksheet below or access our online Life Insurance Needs Calculator at: <http://www.standard.com/lifeneeds>. Or, use the QR code to the right with your mobile device.



Step 1: Income Needs		
Estimate the income you will need to replace if you or your partner passed away.	You	Spouse/Partner
Annual Income	\$	\$
Other Income	\$	\$
Years Needed Number of years your beneficiaries would need the income support		
Total Income Needs	\$	\$

Step 2: Major Expenses		
Estimate the major expenses you may leave behind or want to plan ahead for.	You	Spouse/Partner
Final Expenses To cover your final medical expenses, funeral and burial, a typical estimate is \$15,000 or 4% of your estate. ¹ A traditional funeral averages \$6,000 but may cost much more. ²	\$	\$
Mortgage Balance	\$	\$
Loans and Debt Include credit card debt, car loans, home equity loans, etc.		
College Savings Estimate the amount each partner's income would contribute towards education funds. Average "total" annual cost of college ranges from about \$17,000 for a public in-state college to \$38,000 for a private college. ³		
Total Major Expenses	\$	\$

Step 3: Assets		
Estimate the value of your assets.	You	Spouse/Partner
Savings and Investments Include real estate, retirement plans, investments or inheritance.	\$	\$
Existing Life Insurance Include any existing insurance plans/benefits outside this plan.	\$	\$
Total Available Assets	\$	\$

Step 4: Estimated Life Insurance Needed		
	You	Spouse/Partner
Add your Total Replacement Income Needed and Total Major Expenses. Then subtract your Total Resources to get your personal estimate.	\$	\$

This calculator is only intended to provide a general estimate of your family's potential income needs and should not be considered financial advice. For a more accurate and detailed analysis, please consult with a professional financial planner.

¹ Life Foundation, Life Insurance Calculator, 2011

² Federal Trade Commission, Funerals: A Consumer Guide, Nov. 24, 2009

³ The College Board, 2011-2012 national average for a four-year college or university. College costs are indexed at 8.3%. For details, visit: <http://trends.collegeboard.org/>.



How Are Benefits Paid?

Our goal is to make the claims experience as easy as possible and to pay benefits to entitled individuals in a timely, accurate and sensitive manner. Depending upon the approved claim amount, The Standard may either issue a check to your designated beneficiary as a lump-sum payment or deposit the funds into a Standard Secure Access account.

With Standard Secure Access – a convenient, no-fee, interest-bearing draft account – each beneficiary receives a personalized checkbook and has complete control of the account. Beneficiaries can write checks as needed or for the full amount. This arrangement allows beneficiaries to earn interest on their benefits while they take time to consider financial decisions and evaluate their choices.

Are There Any Other Benefits With The Additional Life Coverage From The Standard?

The Standard includes a travel assistance program* that provides a full range of 24-hour medical, legal and travel assistance services to you and your dependents when you travel more than 100 miles from home or in a foreign country for trips of up to 180 days.

Will Insurance Benefits Be Reduced As I Grow Older?

Typically, beginning at the age of 65, insurance benefits are reduced to a percentage of the scheduled amount. Refer to the Coverage Highlights for any age reduction schedule.

What Happens If I Become Totally Disabled And Can't Work?

If you become totally disabled while you are insured, insurance may be continued without premium. Refer to the Coverage Highlights for additional information.

* Travel Assistance is provided through an arrangement with a service provider, which is not affiliated with The Standard. Travel Assistance is not an insurance product, except in the state of Oregon.

What Happens If I Become Terminally Ill?

Under the Accelerated Benefit provision, you may be eligible to receive up to 75 percent, or a maximum of \$500,000, of your combined basic Group Life and Additional Life insurance coverage if you become terminally ill, have a life expectancy of less than 12 months and meet other eligibility requirements. This benefit allows you to use the proceeds as you desire – whether to cover medical expenses or to maintain your quality of life. The amount paid under the combined Accelerated Benefit provision including an interest charge would reduce the amount of basic Group Life and Additional Life insurance payable upon your death. However, to help protect your beneficiaries, The Standard would pay at least 10 percent of the original basic Group Life and Additional Life coverage amount at that time.

What Exclusions Apply To This Coverage?

See the Coverage Highlights for plan exclusions.

When Does My Coverage End?

Additional Life coverage ends automatically on the earliest of the following:

- The last day of the last period for which you make a premium contribution (except if premiums are waived while totally disabled, if applicable)
- The date your employment terminates
- The date the group policy terminates or the date the employer terminates Additional Life coverage under the group policy
- The date you cease to be a member (insurance may continue for limited periods under certain circumstances)
- The date your employer ceases to participate under the group policy, if applicable

If My Additional Life Insurance Ends Or Reduces, May I Convert To An Individual Policy?

You may be able to convert the terminated coverage to an individual Life insurance policy without providing evidence of insurability.

May I Buy Group Life Coverage After I Leave My Employer?

If you leave your employment, you may be able to buy Life insurance from The Standard through the Portability provision, assuming you meet the eligibility requirements. Refer to the Coverage Highlights for the amounts you may be able to purchase. This option is not available in all states.

How Do I Apply?

To apply for the Additional Life insurance coverage, complete the Enrollment Form in your enrollment packet, place it in a confidential envelope and submit it to your human resources department.

Additional Questions?

If you have any additional questions, please contact your human resources representative.





For more than 100 years we have been dedicated to our core purpose: to help people achieve financial security so they can confidently pursue their dreams. We have earned a national reputation for quality products and superior service by always striving to do what is right for our customers.

Headquartered in Portland, Oregon, The Standard is a nationally recognized provider of group Disability, Life, Dental and Vision insurance. We provide insurance to more than 23,000 groups covering nearly 6 million employees nationwide.* Our first group policy, written in 1951 and still in force today, stands as a testament to our commitment to building long-term relationships.

To learn more about The Standard visit us at **www.standard.com**. For more information on Group Additional Life Insurance from The Standard, contact your human resources department.

* As of September 30, 2014, based on internal data developed by Standard Insurance Company.

Standard Insurance Company
1100 SW Sixth Avenue
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www.standard.com

GP190-LIFE/S399, GP399-LIFE/TRUST,
GP899-LIFE, GP190-LIFE/A997/S399

Group Additional Life Insurance
SI **10391** (3/15) EE



1100 SW Sixth Avenue
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www.standard.com

The Standard is a marketing name for StanCorp Financial Group, Inc. and its subsidiaries. Insurance products are offered by Standard Insurance Company of Portland, Ore. in all states except New York, where insurance products are offered by The Standard Life Insurance Company of New York of White Plains, N.Y. Investment services are offered through StanCorp Investment Advisers of Portland, Ore. Product features and availability vary by state and company and are solely the responsibility of each subsidiary.