

RELIANCE STANDARD

LIFE INSURANCE COMPANY

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

POLICYHOLDER: Central Garden & Pet

GROUP POLICY NUMBER: VAR 205031

POLICY EFFECTIVE DATE: January 1, 2011, as amended through January 1, 2022


PREMIUM DUE DATES: The first premium is due on the Policy Effective Date. After that premiums are due monthly, in advance, on the first day of each month.


This Policy is delivered in California and is governed by its laws.

This insurance Policy is a contract between you, the Policyholder named above, and us, Reliance Standard Life Insurance Company. We agree to provide insurance to you in exchange for the payment of premium and the signed Application. This Policy insures against certain accidental losses as described herein. It will cover the Eligible Persons for whom the proper premium has been paid for the amount of insurance shown on the Schedule of Benefits. Coverage is subject to the terms and conditions of this Policy.

The Policy Effective Date is shown above. Insurance starts and ends at 12:01 A.M. local time, at your address. It stays in force in accordance with the provisions set forth in this Policy. The POLICY TERMINATION section of the GENERAL PROVISIONS explains when this Policy can be ended.

This Policy is signed by our President and Secretary.


Secretary


President

GROUP ACCIDENT POLICY

NON-PARTICIPATING

This Group Accident Policy amends the Group Accident Policy previously issued to you by us. It is issued on April 6, 2022.

APPLICATION FOR GROUP ACCIDENT POLICY

**RELIANCE STANDARD LIFE INSURANCE COMPANY
PHILADELPHIA, PENNSYLVANIA**

GROUP POLICY NUMBER: VAR 205031 **POLICY EFFECTIVE DATE:** January 1, 2011, as amended through January 1, 2022

POLICY DELIVERED IN: California **ANNIVERSARY DATE:** January 1st in each year

APPLICATION IS MADE TO US BY: Central Garden & Pet

MONTHLY PREMIUM RATE:

Insured Person: \$0.034 Per \$1,000 of Principal Sum

Family: \$0.045 Per \$1,000 of Principal Sum

This Application is completed in duplicate, one copy to be attached to your Policy and the other returned to us.

It is agreed that this Application takes the place of any previous application for your Policy.

Signed at: _____ This: _____ Day of: _____

Policyholder: _____

Federal Employer Identification Number: 68-0275553

By: _____
(Signature)

(Title)

Please sign and return.





*BC1COAPVAR 20503101/01/2022*RSL

*BC2COAPCentral Garden & Pet

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SCHEDULE OF BENEFITS

NAME OF SUBSIDIARIES, DIVISIONS OR AFFILIATES TO BE COVERED: Breeders Choice, Cedar Works, Aquatics & Small Animal, Central Pet-Houston, Central Pet Distribution - NJ, Central Pet-Tampa, Central Pet-West, Kaytee Products, Pennington Seed - Airport, Pets International, Central Garden & Pet Corporate, Central Life Sciences (Farnam), Central Life Sciences (Wellmark), Central Pet Distribution -Sac, Central Pet West, Kaytee Products, Lowes Sales Team (Garden Corp), Matson LLC & Excel Marketing, Pennington Seed - Tech Park, Pennington Seed - Corp, Pennington Seed- Garden Distribution, TFH Publications, Walmart Sales Office - Betonville, Commercial Garden Corporate Office, Pet Smart Bus Development, Professional Services Garden Warehouse, Central Life Sciences -CB, Central Life Sciences - TX, Central Shared Services, Garden Corporate, Garden Distribution - Ontario, Garden Distribution - OR, Garden Distribution Texas, Howard Johnson Enterprises, Penn- PSI Chemicals - CO, Penn PSI Grass Seed, Pennington Seed - Cullman, Pennington Seed - Greenfield, Pennington Seed - Laurel, Pennington Seed - OH, Pennington Seed - Roll, Pet Dist - SFS, Pet Dist (CO), Pet Dist (Dallas), Pet Dist (Tampa), Pet Dist (NW), PSI Bird Fee- NE, PSI Chemicals - Eatonton, PSI Chemical (Howard Johnson Ent), PSI Distribution (Penn-Columbia), PSI Distribution (Penn-Kenbridge), PSI Distribution (Penn - Georgia), PSI Grass Seed Lebanon, TVS (Thompson's Vet Supply), Garden Dist - SFS, Dallas Manufacturing Company, Segrest Inc., D&D Commodities, Ltd., Plantation Products LLC. (d/b/a Green Garden Products), Central Pet Group, LLC. (d/b/a General Pet)

"Affiliate" means any corporation, partnership, or sole proprietor under the common control of the Policyholder.

ELIGIBILITY: Each active, Full-time Employee, except any person employed on a temporary or seasonal basis.

WAITING PERIOD: 30 days of continuous employment. *

* With respect to an employee whose part-time status changes to full-time, the time served as a part-time employee will count toward satisfying the completion of this Policy's Waiting Period.

INDIVIDUAL EFFECTIVE DATE: The first of the month coinciding with or next following completion of the Waiting Period.

INDIVIDUAL REINSTATEMENT: If rehired within 3 months of termination, coverage will be reinstated.

CONTRIBUTIONS: Each Eligible Person: 100%
Each Dependent: 100%

AMOUNT OF INSURANCE/PRINCIPAL SUM:

INSURED PERSONS:

A choice of \$25,000, \$50,000, \$75,000, \$100,000, \$125,000, \$150,000, \$200,000, \$250,000, \$500,000, \$750,000 and \$1,000,000, not to exceed ten times Earnings for a Principal Sum over \$150,000.

The Amount of Principal Sum will be: (1) reduced by 35% of the pre-age 65 amount at age 65; (2) further reduced by 35% of the already reduced amount at age 70; (3) further reduced by 35% of the already reduced amount at age 75; (4) further reduced by 25% of the already reduced amount at age 80; (5) further reduced by 25% of the already reduced amount at age 85; (6) further reduced by 25% of the already reduced amount at age 90 and (7) further reduced by 25% of the already reduced amount at age 95.

INSURED DEPENDENTS:

Spouse with no Dependent Child(ren) covered:	60% of the Insured Person's Principal Sum
Spouse with Dependent Child(ren) covered:	50% of the Insured Person's Principal Sum
Each Dependent Child:	10% of the Insured Person's Principal Sum
Each Dependent Child (if no Spouse):	15% of the Insured Person's Principal Sum

CHANGES IN AMOUNT OF INSURANCE: Increases and decreases in the Amount of Insurance because of changes in age, class or Earnings (if applicable) are effective on the date of the change.

With respect to increases in the Amount of Insurance, the Insured Person must be Actively at Work on the date of the change. If the Insured Person is not Actively at Work when the change should take effect, the change will take effect on the day after the Insured Person has been Actively at Work for one full day.

Increases and decreases in the Amount of Insurance because of elections of the Insured Person will take effect on the first of the month coinciding with or next following the date we receive the election request.

With respect to increases in the Amount of Insurance, the Insured Person must be Actively at Work on the date the increase is to take effect. If the Insured Person is not Actively at Work on the date the increase is to take effect, such increase will take effect on the date he returns to work.

DEFINITIONS

"Actively at Work" and "Active Work" means the Insured Person is actually performing on a Full-time basis each and every duty pertaining to his job in the place where and the manner in which the job is normally performed. This includes approved time off for vacation, jury duty and funeral leave, but does not include time off as a result of Injury or illness.

"Dependents" means:

- (1) an Insured Person's legal spouse who is not legally separated or divorced from the Insured Person; and
- (2) an Insured Person's unmarried child(ren), under 26 years, who is financially dependent upon the Insured Person for support. Adoptive, foster and step-children are considered Dependents if they are in the custody of the Insured Person.

Additionally, with respect to an Insured Person whose domestic partnership or civil union is legally recognized under applicable state law or for whom an Affidavit of Domestic Partnership is on file with you and is in effect, such Insured Person's:

- (1) domestic partner or civil union partner; and
- (2) child(ren), provided he/she otherwise meets the definition of Dependent,

of such legally recognized domestic partnership or civil union or named on an Affidavit will be considered a "Dependent" of such Insured Person.

When the Insured Person's domestic partner or civil union partner is covered under this Policy, the word "spouse" as it appears in this Policy will be deemed to include "domestic partner" and "civil union partner" unless the context indicates otherwise.

NOTE: An Eligible Person may not have coverage both as an Insured Person and as an Insured Dependent. Only one Insured spouse may cover the eligible children as Insured Dependents. If insurance is in force for an Insured Dependent, any newly eligible Dependents will be automatically covered.

"Earnings", as used in the SCHEDULE OF BENEFITS section, means the basic annual wages received from you on the day just before the date of the Injury. Earnings does not include commissions, overtime pay, bonuses, incentive pay or any other special compensation not received as basic wages. However, for a commissioned employee, Earnings will include commissions received from you averaged over the lesser of:

- (1) the number of months worked; or
- (2) the 12 months;

just prior to the date of the Injury.

If hourly employees are insured, the number of hours scheduled during a regular work week, not to exceed 40 hours per week, times 52 weeks, will be used to determine annual Earnings.

"Eligible Person" means a person who meets the Eligibility requirements of this Policy.

"Full-time" means working for you for a minimum of 30 hours during a person's regularly scheduled work week.

"Insured Person" means a person who meets the Eligibility requirements of this Policy and is enrolled for this insurance, and whose insurance under this Policy is in effect.

"Insured Dependent" means a "Dependent", as defined, whose insurance under this Policy is in effect.

"Insured" means either an Insured Person or an Insured Dependent unless the context indicates otherwise.

"Injury" means accidental bodily injury to an Insured which is caused directly and independently of all other causes by accidental means and which occurs while the Insured's coverage under this Policy is in force.

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

"You", "your", and "yours" means the Policyholder.

GENERAL PROVISIONS

ENTIRE CONTRACT: The entire contract between you and us is this Policy, your signed Application for this Policy (a copy of which is attached at issue), and any endorsements or amendments.

CHANGES: No agent has authority to change or waive any part of this Policy. To be valid, any change or waiver must be in writing, signed by a President, Vice President or Secretary and attached to this Policy.

INCONTESTABILITY: Any statement made in your application will be deemed a representation, not a warranty. We cannot contest this Policy after it has been in force for two (2) years from the date of issue, except for non-payment of premium.

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

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

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

RECORDS MAINTAINED: You or an authorized Plan Administrator must maintain records of all Insureds. Such records must show the essential data of the insurance, including new persons, terminations, changes, etc. This information must be reported to us regularly. We reserve the right to examine the insurance records maintained at the place where they are kept. This review will only take place during normal business hours.

CLERICAL ERROR: Clerical errors in connection with this Policy or delays in keeping records for this Policy, whether by you, us, or the Plan Administrator:

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

If appropriate, a fair adjustment of premium will be made to correct a clerical error.

MISSTATEMENT OF AGE: If an Insured's age has been misstated, benefits will be those that apply to his correct age.

NOT IN LIEU OF WORKER'S COMPENSATION: This Policy is not a Worker's Compensation Policy. It does not provide Worker's Compensation benefits.

CONFORMITY WITH STATE LAWS: Any provision in this Policy which, on its Effective Date, is in conflict with the laws in the state where it is issued or in a state that otherwise has jurisdiction over such provision, is amended to conform with the minimum requirements of such laws of that state.

CERTIFICATE OF INSURANCE: We will provide a certificate of insurance for each Insured Person. The certificate will set forth the terms of coverage and to whom benefits are payable.

POLICY TERMINATION: This Policy may be terminated by you or us on any premium due date, after this Policy has been in force 12 months. Written notice of termination must be mailed to the other party at least 31 days prior to the effective date of such termination. We will mail the notice to your last address shown on our records.

PRONOUNS: All pronouns include either gender unless the context indicates otherwise.

INDIVIDUAL ELIGIBILITY, EFFECTIVE DATE AND TERMINATION

ELIGIBLE CLASSES: The eligible classes will be those persons described on the Schedule of Benefits.

WAITING PERIOD: A person who is continuously employed on a Full-time basis with you for the period specified on the Schedule of Benefits has satisfied the Waiting Period.

EFFECTIVE DATE OF INDIVIDUAL INSURANCE: An Eligible Person must apply in writing for the insurance to go into effect. He will become insured on the later of:

- (1) the Individual Effective Date as shown on the Schedule of Benefits; or
- (2) on the first day of the month coincident with or next following the date he applies.

If an Eligible Person is not Actively At Work on the day his insurance is to go into effect, his insurance will take effect on the day he returns to Active Work for one full day.

Changes in an Insured Person's amount of insurance are effective as shown on the Schedule of Benefits.

TERMINATION OF INDIVIDUAL INSURANCE: An Insured Person's coverage will terminate on the first of the following to occur:

- (1) the date this Policy terminates; or
- (2) the date the Insured Person ceases to be in a class eligible for this insurance; or
- (3) the end of the period for which premium has been paid for the Insured Person's coverage.

Any loss which occurs prior to the termination of this insurance coverage will not be affected.

CONTINUATION OF INDIVIDUAL INSURANCE: An Insured Person's coverage may be continued, by payment of premium, beyond the date the Insured Person ceases to be eligible for this insurance, but not longer than:

- (1) 12 months, if he ceases to be eligible due to illness or Injury; or
- (2) 1 month, if he ceases to be eligible due to temporary lay-off or approved leave of absence.

INDIVIDUAL REINSTATEMENT: If an Insured Person's coverage is terminated, it may be reinstated if he is:

- (1) on an approved leave of absence; or
- (2) on temporary lay-off; or
- (3) rehired after employment has been terminated.

Such person must return to Active Work with you within the period of time shown on the Schedule of Benefits (INDIVIDUAL REINSTATEMENT). He must also be a member of a class eligible for this insurance.

He will not be required to fulfill the eligibility requirements of this Policy again. If he returns after an approved leave of absence or temporary lay-off, the insurance will go into effect on the date he returns to Active Work. If he returns after being rehired, the insurance will go into effect on the first of the month following the day he returns to Active Work.

DEPENDENT INSURANCE

ELIGIBILITY: An Eligible Person is eligible to enroll his eligible Dependents on the date he becomes an Insured Person.

EFFECTIVE DATE OF DEPENDENT INSURANCE: An Insured Person may insure his Dependents by making written application. The Insured Person's Dependent insurance will take effect on the first day of the month coincident with or next following the later of:

- (1) the date the Insured Person first becomes eligible for Dependent insurance if application is made on or before that date; or
- (2) the date the dependent meets the definition of Dependent, if application is made on or before that date; or
- (3) the date of enrollment.

After this insurance is in force for one Dependent, application is not required for added Dependents.

TERMINATION OF DEPENDENT INSURANCE: The insurance for an Insured Dependent will terminate on the first of the following dates:

- (1) the date this Section terminates;
- (2) the end of the period for which premium for Dependent insurance has been paid;
- (3) the date the Insured Person's insurance terminates; or
- (4) the date the dependent is no longer a Dependent as defined. However, coverage for an Insured Dependent child which would otherwise cease when such child attains the maximum age, will not cease while this insurance coverage remains in force for the Insured Person if:
 - (a) the child is unable to provide self-support due to mental retardation or physical handicap; and
 - (b) he is chiefly dependent on the Insured Person for support; and
 - (c) proof of the above conditions is received by us within 120 days after the date this insurance coverage would otherwise end.

We may ask from time to time if the Insured Dependent child remains a disabled and dependent person. This request may be made within 31 days of the time such Insured Dependent attains the maximum age, and later as required. After the 2 year period that follows such Dependent's attainment of the maximum age, this request may not be made more often than once a year. If we do not ask, insurance coverage for such Insured Dependent child will continue as long as:

- (a) this coverage remains in effect for the Insured Person;
- (b) the Insured Dependent child remains in the same condition; and
- (c) the proper premium is paid.

Proof of the Insured Dependent child's status as a disabled and dependent person must be furnished to us within 31 days of the inquiry. If it is not, we may stop the insurance of such Insured Dependent when he attains the maximum age, or later.

Any loss which occurs prior to the termination of this insurance coverage will not be affected.

NEWLYWED PROVISION: At the marriage of an Insured Person who had not previously elected Dependent coverage, his new spouse shall automatically become an Insured Dependent.

Such spouse shall be an Insured Dependent for 31 days. He shall then cease to be an Insured Dependent unless:

- (1) the Insured Person requests, in writing and within such 31 day period, continuation of such Dependent coverage; and
- (2) the additional premium is paid for such coverage.

In the event that the Insured Person's new spouse suffers a covered loss during the 31 day period during which he may request coverage, and written election has not been made (or, if made, has not been received and processed by you), we will pay benefits based upon the minimum principal sum available for that spouse.

DOMESTIC PARTNER/CIVIL UNION PROVISION: With respect to an Insured Person who had not previously elected Dependent coverage, his/her domestic partner/civil union partner shall automatically become an Insured Dependent spouse at the time the Insured Person's civil union or domestic partnership is legally recognized under applicable state law or as of the date such Insured's Affidavit of Domestic Partnership is placed on file with you.

Such domestic partner/civil union partner shall be an Insured Dependent spouse for 31 days. He/she shall then cease to be an Insured Dependent spouse unless:

- (1) the Insured Person requests, in writing and within such 31 day period, continuation of such Dependent spouse coverage; and
- (2) the additional premium is paid for such coverage.

In the event that the Insured Person's new domestic partner/civil union partner suffers a covered loss during the 31 day period during which he may request coverage, and written election has not been made (or, if made, has not been received and processed by you), we will pay benefits based upon the minimum principal sum available for that domestic partner/civil union partner.

NEWBORN CHILDREN: If a child is born to an Insured Person who has not elected Dependent coverage, such child shall be an Insured Dependent from the moment of birth.

The newborn child shall be an Insured Dependent for 31 days. He shall then cease to be an Insured Dependent unless:

- (1) the Insured Person requests, in writing and within such 31 day period, continuation of such Dependent coverage; and
- (2) the additional premium is paid for such coverage.

The above coverage will also be extended to newly adoptive, foster or step children, as of the date they become financially dependent on an Insured Person for support, provided they otherwise meet the definition of Dependent.

The above coverage will also be extended to any children of a civil union or domestic partnership legally recognized under applicable state law or named on an Insured Person's Affidavit of Domestic Partnership as of the date such Affidavit is placed on file with you, provided they otherwise meet the definition of a Dependent child.

CONVERSION PRIVILEGE

An Insured Person can use this privilege when his Accidental Death and Dismemberment insurance coverage is no longer in force for any reason, except termination of this Policy. Insured Dependents can use this Conversion Privilege if they cease to be eligible for any reason other than termination of this Policy. The Insured must make written application for the converted policy within 31 days after coverage ends. The first premium must also be paid within that time. The issuance of the converted policy is subject to the following conditions:

- (1) the converted policy will take effect on the date of the termination of this insurance, or on the date of the application for the converted policy, whichever is later;
- (2) proof of health will not be required; and
- (3) the premium will be applicable to the class of risk to which the Insured belongs, at his attained age, and to the form and amount of insurance provided.

The converted policy's Principal Sum will be the lower of:

- (1) the Amount of Principal Sum applicable to the Insured under this Policy; or
- (2) \$250,000.

The converted policy may provide that it will be renewable on any anniversary with our consent, subject to a maximum age limit.

The converted policy may exclude any condition or hazard which applied to the Insured at the time this coverage terminated. Benefits will not be paid under the converted policy for a claim originating under this Policy.

The Insured may convert to any individual Accidental Death and Dismemberment policy we offer in the state where he lives.

PREMIUMS

PREMIUM PAYMENT: All premiums are to be paid by you to us, or to an authorized agent, on or before the due date. The premium due dates are stated on the face page of this Policy.

PREMIUM RATE: The premium rate is shown on the application for this Policy.

The premium for this insurance is based on the coverage requested. We reserve the right to adjust the premium rate on any premium due date:

- (1) after coverage has been in force for 24 months; or
- (2) if the coverage is changed by amendment.

We will not change the premium rate more than once in any 12 month period unless the coverage is changed. We will notify you in writing at least 31 days before a premium change is made due to (1) above.

GRACE PERIOD: You may pay the premium up to 31 days after the date it is due. This Policy stays in force during this time. If the premium is not paid during the grace period, this Policy will be cancelled at the end of the grace period. You will still owe us the premium up to the date this Policy is cancelled.

BENEFICIARY AND FACILITY OF PAYMENT

BENEFICIARY: If the Insured Person dies, any death benefit payable and any other accrued benefits will be paid to the beneficiary named in records maintained by you. A beneficiary designation will be effective as of the date the Insured Person signed it. Any payment made by us before receiving the designation shall fully discharge us to the extent of that payment.

The Insured Person will be the beneficiary of any benefit payable at the death of an Insured Dependent, unless another beneficiary has been named and placed on file as required.

The Insured Person can change the beneficiary by telling us in writing on our form. The consent of a revocable beneficiary is not needed. The change will take effect only when it is received and approved by us or an authorized Plan Administrator. We cannot attest to the validity of such a change.

If an Insured's beneficiary dies at the same time as the Insured, or within 15 days after his death but before we receive written proof of the Insured's death, payment will be made as if the Insured survived the beneficiary, unless noted otherwise in another provision of this Policy.

If the Insured Person has not named a beneficiary, or an Insured's named beneficiary is not surviving at the Insured's death, any benefits due shall be paid to the first of the following classes to survive the Insured:

- (1) the Insured's legal spouse, legally recognized civil union/domestic partner or domestic partner named on an Affidavit of Domestic Partnership;
- (2) the Insured's surviving children (including legally adopted children), in equal shares;
- (3) the Insured's surviving parents, in equal shares;
- (4) the Insured's surviving siblings, in equal shares; or, if none of the above,
- (5) the Insured's estate.

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

If the Insured has not named a beneficiary or the beneficiary is not surviving at the Insured's death, we may pay up to \$2,500 of the benefit to the person(s) who, in our opinion, has incurred expenses in connection with the Insured's last illness, death or burial. Payment may also be made to the executor or administrator of the Insured's estate, or to any relative of the Insured by blood or marriage.

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

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

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

CLAIMS PROVISIONS

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

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

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

TIME PAYMENT OF CLAIMS: When we receive written proof of loss, we will pay any benefits due. Benefits that provide for periodic payment will be paid accordingly.

PAYMENT OF CLAIMS: If an Insured Person dies, we will pay any death benefit and any other accrued benefits in accordance with the Beneficiary and Facility of Payment provisions. All other benefits will be paid to the Insured Person.

PHYSICAL EXAMINATION AND AUTOPSY: We have the right to have a doctor of our choice examine the Insured as often as we think necessary. This section applies while a claim is pending or while we are paying benefits. We also have the right to make an autopsy in case of death, unless the law forbids it. We will pay for the cost of both the examination and the autopsy.

LEGAL ACTION: No lawsuit or action in equity can be brought to recover on this Policy:

- (1) before 60 days following the date written proof of loss was furnished to us; or
- (2) after 3 years following the date written proof of loss is required (6 years in South Carolina and 5 years in Kansas).

SETTLEMENT OPTIONS

The Insured Person may elect a single sum payment or a different way in which the beneficiary will receive payment of the Principal Sum. If other than a single sum payment is desired, he must provide a written request to us, for our approval, at our Administrative Office. If the option covers less than the full amount due, we must be advised of what part is to be under an option. Amounts under \$2,000 or option payments of less than \$20 each are not allowed.

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

If a beneficiary dies while receiving payments under one of these options and there is no contingent beneficiary, the balance will be paid in one sum to the beneficiary's estate, unless otherwise agreed to in the instructions for settlement.

Requests for settlement options other than the 3 set out below may be made. A mutual agreement must be reached between the individual entitled to elect and us.

OPTION A - FIXED TIME PAYMENT OPTION: Equal monthly payments will be made for any period chosen, up to 30 years. The amount of each payment depends on the amount applied, the period selected and the payment rates we are using when the first payment is due. The rate of any monthly payment will not be less than shown in the table below. We reserve the right to change the minimum monthly payment. These changes will apply only to requests for settlement elected after the change.

Option A Table
Minimum Monthly Payment Rates for each \$1,000 Applied

<u>Years</u>	<u>Monthly Payment</u>	<u>Years</u>	<u>Monthly Payment</u>	<u>Years</u>	<u>Monthly Payment</u>	<u>Years</u>	<u>Monthly Payment</u>	<u>Years</u>	<u>Monthly Payment</u>
1	\$84.47	7	\$13.16	13	\$7.71	19	\$5.73	25	\$4.71
2	42.86	8	11.68	14	7.26	20	5.51	26	4.59
3	28.99	9	10.53	15	6.87	21	5.32	27	4.47
4	22.06	10	9.61	16	6.53	22	5.15	28	4.37
5	17.91	11	8.86	17	6.23	23	4.99	29	4.27
6	15.14	12	8.24	18	5.96	24	4.84	30	4.18

OPTION B - FIXED AMOUNT PAYMENT OPTION: Each payment will be for an agreed fixed amount. The amount of each payment will not be less than \$20 for each \$2000 applied. Interest will be credited and added each month on the unpaid balance. This interest will be at a rate set by us, but not less than the equivalent of 3% per year. Payments continue until the amount we hold runs out. The last payment will be for the balance only.

OPTION C - INTEREST PAYMENT OPTION: We will hold any amount applied under this section. Interest on the unpaid balance will be paid each month at a rate set by us. This rate will not be less than the equivalent of 3% per year.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

DESCRIPTION OF COVERAGE

LOSS OF LIFE, LIMB, SIGHT, SPEECH OR HEARING: If, due to Injury, an Insured suffers any one of the following specific Losses within 365 days from the date of the accident we will pay the Benefit Amount listed below. However, if more than one listed loss results from any one accident, we will only pay the one largest applicable benefit as listed below.

<u>LOSS</u>	<u>BENEFIT AMOUNT:</u>
Loss of Life	the Insured's Principal Sum
Loss of Two or More Members	the Insured's Principal Sum
Loss of Speech and Hearing	the Insured's Principal Sum
Loss of One Member	1/2 of the Insured's Principal Sum
Loss of Speech or Hearing	1/2 of the Insured's Principal Sum
Loss of Thumb and Index Finger of the Same Hand	1/4 of the Insured's Principal Sum

DEFINITIONS:

"Member(s)" means: hand, foot or eye.

"Loss(es)" must result directly and independently from Injury, with no other contributing cause. As used in this benefit with respect to:

- (1) a hand or foot, Loss means the complete severance through or above the wrist or ankle joints;
- (2) an eye, Loss means the total and irrecoverable loss of sight;
- (3) speech, Loss means the total and irrecoverable loss of the function;
- (4) hearing, Loss means the total and irrecoverable loss of the hearing in both ears;
- (5) a thumb and index finger, Loss means the complete severance through or above the metacarpophalangeal joint.

COVERAGE FOR MEMBERS OF RESERVE-NATIONAL GUARD

DESCRIPTION OF COVERAGE: We will pay plan benefits for a loss due to Injury of any Insured which is sustained while such Insured is a member of an organized Reserve Corps or National Guard Unit and is:

- (1) attending any regularly scheduled or routine training of less than 60 days, or is enroute to or from such training;
- (2) attending a Service School no matter how long it is, or is enroute to or from that school;
- (3) taking part in any authorized inactive duty training; or
- (4) taking part as a unit member in a parade or exhibition authorized by official orders.

No benefit is payable for any loss that occurs during active duty.

DEFINITION:

"Service School" means one operated by or on behalf of the United States of America or Canada.

COVERAGE OF EXPOSURE AND DISAPPEARANCE

DESCRIPTION OF COVERAGE

EXPOSURE: Any loss that is due to exposure will be covered as if it were due to Injury, provided such loss results directly and independently of all other causes from accidental exposure to the elements which occurs while the Insured's coverage under this Policy is in force.

DISAPPEARANCE: We will presume an Insured suffered loss of life due to an Injury, if:

- (1) while covered under this Policy, such Insured is riding in a conveyance that is involved in an accident, not excluded from coverage;
- (2) the conveyance is wrecked, sinks or disappears as a result of such accident; and
- (3) the Insured's body is not found within 1 year of the accident.

EDUCATION BENEFIT

DESCRIPTION OF COVERAGE: We will pay the additional benefit stated below if:

- (1) at an Insured Person's death due to Injury, Loss of Life benefits are payable hereunder; and
- (2) coverage for his Insured Dependents is in force on the date of the Injury.

BENEFITS: Benefits will be paid as follows:

- (1) We will pay 5% of the Insured Person's Principal Sum, subject to a minimum of \$1,000 and a maximum of \$5,000 annually, for each of his insured Dependent children who is:
 - (a) enrolled as a full-time student in any Institute of Higher Learning beyond the 12th grade level on the date of the Insured Person's accident; or
 - (b) in the 12th grade on the date of the Insured Person's accident and subsequently enrolls as a full-time student in an Institute of Higher Learning within 1 year of the date of the Insured Person's death;provided the child remains so enrolled for the school year. Benefits will be paid for up to 4 consecutive years of enrollment.
- (2) We will pay the actual tuition expense incurred by the Insured Dependent spouse, up to \$3,000 annually, if:
 - (a) such spouse attends an Institute of Higher Learning for the purpose of obtaining a source of support and maintenance; and
 - (b) the tuition expense is incurred within 30 months after the date of the Insured Person's death.

DEFINITION:

"Institute of Higher Learning" includes but is not limited to: any university; college; trade school; or professional school.

DAY CARE BENEFIT

DESCRIPTION OF COVERAGE: We will pay the additional benefit shown below if:

- (1) at an Insured Person's, or his Insured Dependent spouse's, death due to Injury, Loss of Life benefits are payable hereunder;
- (2) the Insured Person, or his Insured Dependent spouse, has at least one Dependent child, born or unborn and in any event under 14 years of age on the date of the Injury; and
- (3) such child is in day care within 12 months from the date of death.

BENEFITS: Benefits will be paid as follows:

- (1) We will pay an additional monthly benefit equal to actual Day Care charges incurred up to 3% of the Insured Person's or Insured Dependent spouse's Principal Sum not to exceed \$2,000 in any one calendar year for each Insured Dependent child who is under 14 years of age.
- (2) The benefit with respect to each child will terminate on the earlier of:
 - (a) the date he turns 14 years of age; or
 - (b) the end of a period of 4 consecutive years from the death of the Insured Person or his Insured Dependent spouse.

A prorated benefit will be payable for partial months.

SEAT BELT AND AIR BAG BENEFIT

DESCRIPTION OF COVERAGE: We will pay a sum equal to 10% of the Insured's Principal Sum if:

- (1) the Insured dies as the result of a bodily Injury sustained while riding in or operating a Four-Wheel Vehicle;
- (2) a police report establishes that the Insured was properly strapped in a Seat Belt at the time;
- (3) Loss of Life benefits are payable for the Insured's death hereunder.

We will pay an additional 5% if the Insured is driving in or riding in a Four-Wheel Vehicle which is equipped with a factory-installed Supplemental Restraint System. The Insured must be positioned in a seat which is designed to be protected by an air bag and must be properly strapped in the Seat Belt when the air bag inflates. In addition to the above requirements, the police report must establish that the air bag inflated properly upon impact.

The total maximum benefit payable is \$25,000.

No benefit will be paid for any loss sustained:

- (1) while driving or riding in any Four-Wheel Vehicle used: in a race; in a speed or endurance test; or for acrobatic or stunt driving; or
- (2) if the Insured is not wearing a Seat Belt for any reason; or
- (3) while the Insured is sharing a Seat Belt; or
- (4) due to a defect in the Supplemental Restraint System's diagnostic system.

If the police report does not clearly establish that the Insured was or was not wearing a Seat Belt at the time of the accident causing the Insured's death, we will pay a sum equal to \$1,000 in lieu of the benefit described above.

DEFINITIONS:

"Seat Belt" means an unaltered Seat Belt or lap and shoulder restraint and includes a government approved child restraint device when used in accordance with manufacturer's directions. In the case of small children the restraint must:

- (1) meet the standards of the National Safety Council; and
- (2) be properly secured and utilized in accordance with applicable State law and the recommendations of its manufacturer for children of like age and weight.

An air bag is not considered a Seat Belt.

"Supplemental Restraint System" means an air bag which inflates for added protection to the head and chest areas.

"Four-Wheel Vehicle" means a vehicle listed below provided it is: duly licensed for passenger use; and designated primarily for use on public streets and highways:

- (1) a private passenger automobile; or
- (2) a station wagon; or
- (3) a van, jeep, or truck-type vehicle which has a manufacturer's rated load capacity of 2,000 pounds or less; or
- (4) a self-propelled motor home.

COMA BENEFIT

DESCRIPTION OF COVERAGE: We will pay the benefit shown below if, as the result of an Injury, an Insured lapses into a Coma which lasts for more than 30 days. In order for this benefit to be payable the Coma does not need to be continuous, as long as recurrences are not due to an unrelated cause.

DEFINITION:

"Coma" means a state of profound unconsciousness, from which one cannot be aroused, which results from Injury. The Insured must be:

- (1) confined in a hospital or other medical facility; and
- (2) diagnosed as being in a Coma by a licensed physician.

BENEFIT: We will pay a monthly benefit equal to 5% of the Insured's Principal Sum. The monthly benefits will start on the 31st day of the Coma. Benefits will continue until:

- (1) the Coma ends;
- (2) the Insured dies; or
- (3) the end of a period of 20 consecutive months;

whichever is the first to occur.

A prorated benefit will be payable for partial months.

The Insured is only eligible for one Coma benefit for each eligible accident.

TOTAL LOSS OF USE BENEFIT

DESCRIPTION OF COVERAGE: We will pay the benefit shown below if, due to Injury, an Insured suffers a Total Loss of Use that is listed below, provided:

- (1) the Insured suffers such Total Loss of Use within 1 year of the Injury;
- (2) the Total Loss of Use continues for a period of 12 consecutive months after the onset;
- (3) it is shown by proper medical authority at the end of these 12 months that the Total Loss of Use has been continuous and will be permanent; and
- (4) no benefit is payable for such loss under the Accidental Death and Dismemberment Benefit of this Policy.

BENEFITS: Only one benefit (the larger) will be paid for more than one Total Loss of Use resulting from any one accident.

For Total Loss of Use of:	Benefit Amount:
Both Arms and Both Legs	the Insured's Principal Sum
Both Arms	2/3 of the Insured's Principal Sum
Both Legs	2/3 of the Insured's Principal Sum
One Arm and One Leg	2/3 of the Insured's Principal Sum
Both Arms and One Leg or Both Legs and One Arm	3/4 of the Insured's Principal Sum
One Arm or One Leg	1/2 of the Insured's Principal Sum

In no event will the total of all benefits paid for any one Insured for any one accident, under this benefit, the Accidental Death and Dismemberment Benefit and the Coma Benefit, exceed that Insured's Principal Sum.

DEFINITION:

"Total Loss of Use" means loss of the ability to function because of:

- (1) incurable paralysis; or
- (2) stiffening.

In addition, "Total Loss of Use" must affect the entire arm or leg from the shoulder or hip, including the hand or foot attached to it.

FAMILY AND MEDICAL LEAVE OF ABSENCE EXTENSION

We will allow the Insured Person's coverage, and that of any Insured Dependents, to continue for up to twelve (12) weeks in a twelve (12) month period, if the Insured Person is eligible for, and you have approved, a Family and Medical Leave of Absence under the terms of the Family and Medical Leave Act of 1993, or the California Family Rights Act of 1992, as amended, for any of the following reasons:

- (1) to provide care after the birth of a son or daughter; or
- (2) to provide care for a son or daughter upon legal adoption; or
- (3) to provide care after the placement of a foster child in the Insured Person's home; or
- (4) to provide care to a spouse, son, daughter, or parent due to serious illness; or
- (5) to take care of: (a) his/her own serious health condition under the terms of the Family and Medical Leave Act of 1993; or (b) his/her own serious health condition except for pregnancy, childbirth or related medical conditions, under the terms of the California Family Rights Act of 1992, as amended.

We will also allow the Insured Person's coverage to continue, if she is eligible for and you have approved a leave of absence in accordance with the terms of the pregnancy disability laws under California's Fair Employment and Housing Act, as amended, under the following circumstances:

- (1) To take care of her own health due to normal pregnancy, childbirth, or medical condition related to such normal pregnancy for a period not to exceed six (6) weeks; or
- (2) To take care of her own serious health condition when disabled due to pregnancy, childbirth or related medical condition not to exceed four (4) months.

The Insured Person will not qualify for the Family and Medical Leave of Absence Extension unless we have received proof from you, in a form satisfactory to us, that the Insured Person has been granted a leave under the terms of the Family and Medical Leave Act of 1993, the California Family Rights Act of 1992, as amended or the Fair Employment and Housing Act, as amended. Such proof: (1) must outline the terms of the Insured Person's leave; and (2) give the date the leave began; and (3) the date it is expected to end; and (4) must be received by us within thirty-one (31) days after a claim for benefits has been filed with us.

If you grant the Insured Person a Family and Medical Leave of Absence, the following applies to the Insured Person who has been granted the leave:

- (1) While the Insured Person is on an approved Family and Medical Leave of Absence, the required premium must be paid according to the terms specified in this Policy to keep the insurance in force.
- (2) Coverage will terminate for any Insured Person and any Insured Dependents if the Insured Person does not return to work as scheduled according to the terms of his agreement with you; however, the Insured is eligible to convert his coverage under the Conversion Privilege. In no case will coverage be extended under this benefit beyond twelve (12) weeks in a twelve (12) month period. Insurance will not be terminated for an Insured who becomes Totally Disabled during the period of the leave and who is eligible for benefits according to the terms of this Policy.
- (3) This extension is not available if the Insured converts his coverage under the Conversion Privilege.
- (4) While the Insured Person is on an approved Family and Medical Leave of Absence, he will be considered Actively at Work in all instances unless such leave is due to his/her own illness, injury or disability. Changes such as revisions to coverage because of age, class or salary changes will apply during the leave except that increases in amount of insurance, whether automatic or subject to election, are not effective for an Insured who is not Actively at Work until such time as he/she returns to Active Work for one full day.

All other terms and conditions of this Policy will remain in force while an Insured Person is on an approved Family and Medical Leave of Absence.

MILITARY SERVICES LEAVE OF ABSENCE COVERAGE

We will allow the Insured Person's coverage, and that of any Insured Dependents, to continue for up to twelve (12) weeks in a twelve (12) month period, if the Insured Person enters the military service of the United States. While the Insured Person is on a Military Services Leave of Absence, the required premium must be paid according to the terms specified in this Policy to keep the insurance in force. Changes such as revisions to coverage because of age, class or salary changes will apply during the leave except that increases in amount of insurance, whether automatic or subject to election, are not effective for such an Insured until he/she has returned to work from a Military Services Leave of Absence for one full day. All other terms and conditions of this Policy will remain in force during the continuation period. The Insured Person's continued coverage, and that of any Insured Dependents will cease on the earliest of the following dates:

- (1) the date this Policy terminates;
- (2) the end of the period for which premium has been paid for the Insured Person's coverage; or
- (3) twelve (12) weeks from the date the Insured's continued coverage began.

This Policy, however, does not cover any loss which occurs on active duty in the military service if such loss is caused by or arises out of such military service, including but not limited to war or act of war (whether declared or undeclared) and is also subject to any other exclusions listed in the Exclusions provision.

EXCLUSIONS

This Policy does not cover any loss:

- (1) to which sickness, disease, or myocardial infarction, including medical or surgical treatment thereof, is a contributing factor; or
- (2) caused by suicide, or intentionally self-inflicted injuries; or
- (3) caused by or resulting from war or any act of war, declared or undeclared; or
- (4) caused by an accident that occurs while in the armed forces of any country, except as shown under the Reserve-National Guard Benefit (any premium paid to us for any period not covered by this Policy while the Insured is in such service will be returned pro rata); or
- (5) caused by or resulting from riding in, getting into or out of any aircraft, unless:
 - (a) the Insured is a passenger (not a pilot or crew member) in a tested and approved civilian aircraft being operated as passenger transport in compliance with the then current rules of the authority having jurisdiction over its operation; and
 - (b) the aircraft is not owned, leased or operated by or on behalf of you, the Insured or any other employer of the Insured, unless a specific written agreement has been obtained from us; or
- (6) sustained during the Insured's commission or attempted commission of an assault or felony; or
- (7) to which the Insured's acute or chronic alcoholic intoxication is a contributing factor; or
- (8) to which the Insured's voluntary consumption of an illegal or controlled substance or a non-prescribed narcotic or drug is a contributing factor.

NOTICE TO POLICYHOLDERS/INSUREDS

We are here to serve you...

As our policyholder/insured, your satisfaction is very important to us. Should you have a valid claim, we fully expect to provide a fair settlement in a timely fashion.

If you are not satisfied...

If you have any questions or complaints about your insurance, please write to our Director of Claims or Department of Consumer Relations at the following address, or call us using our toll-free telephone number.

**Reliance Standard Life Insurance Company
1700 Market Street, Suite 1200
Philadelphia, PA 19103-3938**

Toll-free telephone number: 1-800-644-1103

If, after contacting us, you feel that your problem is not resolved or you are not being treated fairly, you may contact the California Department of Insurance by writing to them at the following address or using their toll-free telephone number.

**Consumer Services Division
State of California
Department of Insurance
300 South Spring Street
South Tower, Suite 201
Los Angeles, CA 90013
www.insurance.ca.gov**

**Toll-free Consumer Hotline in California: 1-800-927-HELP
Area codes 213, 310, and 818 and out-of-state: 1-213-897-8921**

**NOTICE OF PROTECTION PROVIDED BY
CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION**

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

COVERAGE

• **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

• **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

• **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

• **Life Insurance**

80% of death benefits but not to exceed \$300,000

80% of cash surrender or withdrawal values but not to exceed \$100,000

• **Annuities and Structured Settlement Annuities**

80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

• **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is \$546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website www.califeqa.org.

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

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

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

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state.
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1067.02(b)(2)(C).

NOTICES

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

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

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

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