

# RELIANCE STANDARD

## LIFE INSURANCE COMPANY

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

**POLICYHOLDER:** Central Garden & Pet

**POLICY NUMBER:** GL 147867

**EFFECTIVE DATE:** January 1, 2011, as amended through January 1, 2021

**ANNIVERSARY DATES:** January 1, 2012 and each January 1st thereafter.

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


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

We agree to provide insurance to you in exchange for the payment of premium and a signed Application. The Policy provides benefits for loss of life from injury or sickness. It insures the eligible persons for the amount of insurance shown on the Schedule of Benefits. The insurance is subject to the terms and conditions of the Policy.

The effective date of the Policy is shown above. Insurance starts and ends at 12:01 A.M., Local Time, at your main address. It stays in effect as long as premium is paid when due. The "TERMINATION OF THE POLICY" section of the GENERAL PROVISIONS explains when the insurance can be ended.

The Policy is signed by the President and Secretary.

  
Secretary

  
President

### GROUP LIFE INSURANCE NON-PARTICIPATING

This Group Life Policy amends the Group Life Policy previously issued to you by us. It is issued on May 4, 2021.



**RELIANCE STANDARD LIFE INSURANCE COMPANY**  
Philadelphia, Pennsylvania

**GROUP POLICY NUMBER:** GL 147867

**POLICY EFFECTIVE DATE:** January 1, 2011, as amended through January 1, 2021

**POLICY DELIVERED IN:** California

**ANNIVERSARY DATE:** January 1st in each year

Application is made to us by: Central Garden & Pet

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: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Please sign and return.





\*BC1COAPGL 14786701/01/2021\*RSL  
\*BC2COAPCentral Garden & Pet

**RELIANCE STANDARD LIFE INSURANCE COMPANY**  
Philadelphia, Pennsylvania

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Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

Policyholder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)



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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, Garden Distribution - OR, Central Shared Services, Garden Corporate, Garden Distribution - Ontario, 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.

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

**ELIGIBLE CLASSES:** 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.

**MINIMUM PARTICIPATION REQUIREMENTS:** Percentage: 100%                      Number of Insureds: 10

### AMOUNT OF INSURANCE:

**Basic Life and Accidental Death and Dismemberment:** One (1) times Earnings, rounded to the next higher \$1,000, subject to a maximum Amount of Insurance of \$300,000.

The Amount of Basic Life and Accidental Death and Dismemberment Insurance 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.

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

**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 must be Actively At Work on the date of the change. If an Insured is not Actively At Work when the change should take effect, the change will take effect on the day after the Insured has been Actively At Work in an Eligible Class for one full day.

**CONTRIBUTIONS:** Persons: Basic Insurance: 0%

## DEFINITIONS

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

"You," "your" and "yours" means the employer, union or other entity to which the Policy is issued and which is deemed the Policyholder.

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

"Insured" means a person who meets the eligibility requirements of the Policy and is enrolled for this insurance.

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

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

"The date he/she retires" or "retirement" means the effective date of an Insured's:

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

"Earnings", as used in the SCHEDULE OF BENEFITS section, means the Insured's annual salary received from you on the day just before the date of loss. Earnings does not include commissions, overtime pay, bonuses, incentive pay or any other special compensation not received as basic salary. 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 loss.

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.

"Total Disability", as used in the WAIVER OF PREMIUM IN EVENT OF TOTAL DISABILITY section, means (1) during the first twenty-four (24) months an Insured is unable to perform the Substantial and Material duties of his/her job; and (2) after twenty-four (24) months an Insured's complete inability to engage in any type of work for wage or profit for which he/she is suited by education, training or experience.

"Substantial and Material" duties as used in the WAIVER OF PREMIUM IN EVENT OF TOTAL DISABILITY section means the important tasks, functions and operations required by you that cannot be reasonably omitted or modified.

"Loss" as used in the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section, with respect to:

- (1) hand or foot, means the complete severance through or above the wrist or ankle joint;
- (2) the eye, speech or hearing, means total and irrecoverable loss thereof.

"Injury" means accidental bodily injury to an Insured that 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.

## GENERAL PROVISIONS

### ENTIRE CONTRACT

The entire contract between you and us is this Policy, your application (a copy of which is attached at issue), and any endorsements and 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. It must also be signed by one of our executive officers and attached to this Policy.

### INCONTESTABILITY

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

Any statements made by you, any Insured, or on behalf of any Insured 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 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, or on behalf of the Insured; and
  - (b) a copy of such written instrument is or has been furnished to the Insured, the Insured's beneficiary or legal representative.
- (2) If the statement relates to an Insured'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.

### RECORDS MAINTAINED

You 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.

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

### MISSTATEMENT OF AGE

If an Insured's age is misstated, the premium will be adjusted. If the Insured's insurance is affected by the misstated age, it will also be adjusted. The insurance will be changed to the amount the Insured is entitled to at his/her correct age.

## **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.

## **CONFORMITY WITH STATE LAWS**

Any section of this Policy, which on its effective date, conflicts with the laws of the state in which this Policy is issued, is amended by this provision. This Policy is amended to meet the minimum requirements of those laws.

## **CERTIFICATE OF INSURANCE**

We will send to you an individual certificate for each Insured. The certificate will outline the insurance coverage and to whom benefits are payable.

## **POLICY TERMINATION**

You may cancel this Policy at any time. This Policy will be cancelled on the date we receive your letter or, if later, the date requested in your letter.

We may cancel this Policy if:

- (1) the premium is not paid at the end of the grace period; or
- (2) the number of Insureds is less than the Minimum Participation Number on the Schedule of Benefits; or
- (3) the percentage of eligible persons insured is less than the Minimum Participation Percentage on the Schedule of Benefits.

If we cancel because of (1) above, the Policy will be cancelled at the end of the grace period. If we cancel because of (2) or (3) above, we will give you thirty-one (31) days written notice prior to the date of cancellation.

You will still owe us any premium that is not paid up to the date the Policy is cancelled. We will return, pro-rata, any part of the premium paid beyond the date the Policy is cancelled.

## INDIVIDUAL ELIGIBILITY, EFFECTIVE DATE AND TERMINATION

**GENERAL GROUP:** The general group will be your employees and employees of any subsidiaries, divisions or affiliates named on the Schedule of Benefits.

**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:** If you pay the entire premium, the insurance for an eligible Person will go into effect on the date stated on the Schedule of Benefits. If an eligible Person pays a part of the premium, he/she must apply in writing for the insurance to go into effect. He/she will become insured on the date stated on the Schedule of Benefits, except that the insurance will go into effect:

- (1) on the first of the month coinciding with or next following the date he/she applies, if he/she applies within thirty-one (31) days of the date he/she is first eligible; or
- (2) on the first of the month coinciding with or next following the date we approve any required proof of good health. We require proof of good health if a person applies:
  - (a) after thirty-one (31) days from the date he/she first becomes eligible; or
  - (b) after he/she terminated this insurance but he/she remained in a class eligible for this insurance.

Proof of good health forms are available from us upon request. It is your responsibility to provide proof of good health forms to your employees when required.

Changes in an Insured's Amount of Insurance are effective as shown on the Schedule of Benefits.

If the Eligible Person is not Actively at Work on the day his/her insurance is to go into effect, the insurance will go into effect on the day he/she returns to Active Work in an Eligible Class for one full day.

**TERMINATION OF INDIVIDUAL INSURANCE:** The insurance of an Insured will terminate on the first of the following to occur:

- (1) the date this Policy terminates; or
- (2) the date the Insured 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; or
- (4) the date the Insured enters military service on active duty (not including Reserve or National Guard).

**CONTINUATION OF INDIVIDUAL INSURANCE:** The insurance of an Insured may be continued, by payment of premium, beyond the date the Insured ceases to be eligible for this insurance, but not longer than:

- (1) twelve (12) months, if due to illness or injury; or
- (2) one (1) month, if due to temporary lay-off or approved leave of absence.

**INDIVIDUAL REINSTATEMENT:** Insurance may be reinstated if a former Insured is:

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

The former Insured must return to Active Work with you within the period of time shown on the Schedule of Benefits.

He/she must also be a member of a class eligible for this insurance.

The former Insured will not be required to fulfill the Waiting Period of this Policy again. For a former Insured who returns from an approved leave of absence or a temporary lay-off, the insurance will go into effect on the day he/she returns to Active Work for one full day. For a former Insured who is rehired, the insurance will go into effect on the first of the month following the day he/she returns to Active Work for one full day.

If an Eligible Person requests insurance after previously terminating insurance at his/her request or for failure to pay premium when due, proof of good health must be approved by us before his/her insurance coverage may be reinstated.

## CONVERSION PRIVILEGE

An Insured can use this privilege when his/her insurance is no longer in force. It has several parts. They are:

- A. If the insurance ceases due to termination of employment or membership in any of this Policy's classes, an individual Life Insurance Policy may be issued. The Insured is entitled to a policy without disability or supplemental benefits. A written application for the policy must be made by the Insured within thirty-one (31) days after he/she terminates. The first premium must also be paid within that time. The issuance of the policy is subject to the following conditions:
  - (1) The policy will, at the option of the Insured, be on any one of our forms, except for term life insurance. It will be the standard type issued by us for the age and amount applied for;
  - (2) The policy issued will be for an amount not over what the Insured had before he/she terminated;
  - (3) The premium due for the policy will be at our usual rate. This rate will be based on the amount of insurance, class of risk and the Insured's age at date of policy issue; and
  - (4) Proof of good health is not required.
- B. If the insurance ceases due to the termination or amendment of this Policy, an individual Life Insurance Policy can be issued. An Insured must have been insured for at least five (5) years under this Policy and/or the prior carrier. The same rules as in A above will be used, except that the face amount will be the lesser of:
  - (1) The amount of the Insured's Group Life benefit under this Policy. This amount will be less any amount he/she is entitled to under any group life policy issued by us or another insurance company; or
  - (2) \$5,000.
- C. If the insurance reduces, as may be provided in this Policy, an individual Life Insurance Policy can be issued. The same rules as in A above will be used, except that the face amount will not be greater than the amount which ceased due to the reduction.
- D. If an Insured dies during the time provided in A above in which he/she is entitled to apply for an individual policy, we will pay the benefit under the Group Policy that he/she was entitled to convert. This will be done whether or not the Insured applied for the individual policy.
- E. Any policy issued with respect to A, B or C above will be put in force at the end of the thirty-one (31) day period in which application must be made.
- F. If an Insured is entitled to have an individual policy issued to him/her without proof of health, then he/she must be given notice of this right at least fifteen (15) days before the end of the period specified above. Such notice must be:
  - (1) in writing; and
  - (2) presented or mailed to the Insured by you. If not, the Insured will have an additional period in order to do so. This additional period will end twenty-five (25) days after the Insured is given notice. This period will not extend beyond sixty (60) days after the expiration date of the period provided above. This insurance will not be continued beyond the period provided in A above.

## 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 Policy face page.

**PREMIUM RATE:** The premium due will be the rate per \$1,000 of benefit multiplied by the entire amount of benefit volume then in force. We will furnish to you the premium rate on the Policy effective date and when it is changed. We have the right to change the premium rate:

- (1) on any premium due date after the Policy is in force for 24 months;
- (2) when the extent of coverage is changed by amendment; or
- (3) on any premium due date on or after the Policy is in force for 12 months if the entire amount of the benefit volume changes by 15% or more from the entire amount of benefit volume on the Policy effective date.

We will not change the premium rate due to (1) or (3) above more than once in any twelve (12) month period. We will tell you in writing at least thirty-one (31) days before the date of a change due to (1) or (3) above.

**GRACE PERIOD:** You may pay the premium up to 60 days after the date it is due. The Policy stays in force during this time. If the premium is not paid during the grace period, the Policy will be cancelled at the end of the grace period. You will still owe us the premium up to the date the Policy is cancelled.



## **BENEFICIARY AND FACILITY OF PAYMENT**

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

If the Insured names more than one beneficiary to share the benefit, he/she must state the percentage of the benefit that is to be paid to each beneficiary. Otherwise, they will share the benefit equally.

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

If the beneficiary dies at the same time as the Insured, or within fifteen (15) days after his/her 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.

If the Insured has not named a beneficiary, or the 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;
- (2) the Insured's surviving child(ren) (including legally adopted child(ren)), 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.

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

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

If the Insured has not named a beneficiary, or the named 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, have incurred expenses in connection with the Insured's last illness, death or burial.

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

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

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

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

## SETTLEMENT OPTIONS

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

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

### OPTION A – FIXED TIME PAYMENT OPTION

Equal monthly payments will be made for any period chosen, up to thirty (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 it. This change will apply only to requests for settlement elected after this change.

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

Years	Monthly Payment	Years	Monthly Payment	Years	Monthly Payment	Years	Monthly Payment	Years	Monthly Payment
1	\$83.71	7	\$12.32	13	\$6.83	19	\$4.81	25	\$3.76
2	42.07	8	10.83	14	6.37	20	4.59	26	3.64
3	28.18	9	9.68	15	5.98	21	4.40	27	3.52
4	21.24	10	8.75	16	5.63	22	4.22	28	3.41
5	17.08	11	7.99	17	5.33	23	4.05	29	3.31
6	14.30	12	7.36	18	5.05	24	3.90	30	3.21

### OPTION B – FIXED AMOUNT PAYMENT OPTION

Each payment will be for an agreed fixed amount. The amount of each payment may not be less than \$10.00 for each \$1,000 applied. Interest will be credited each month on the unpaid balance and added to it. This interest will be at a rate set by us, but not less than the equivalent of 1% 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 1% per year.

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 proper representative of the beneficiary's estate, unless otherwise agreed to in the instructions for settlement.

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

## WAIVER OF PREMIUM IN EVENT OF TOTAL DISABILITY

We will extend the Amount of Insurance during a period of Total Disability for one (1) year if the Insured becomes totally disabled prior to age 60 and:

- (1) the Total Disability begins while he/she is insured;
- (2) the Total Disability begins while this Policy is in force;
- (3) the Total Disability lasts for at least 9 months;
- (4) the premium continues to be paid; and
- (5) we receive proof of Total Disability within one (1) year from the date it began.

After proof of Total Disability is approved by us, neither you or the Insured is required to pay premiums for the period of Total Disability. If the Total Disability extends to the Insured's attainment of age 65, neither you or the Insured is required to pay any further premiums. Also, any premiums paid from the start of the Total Disability will be returned.

We will extend the Amount of Insurance during a period of Total Disability for one (1) year if the Insured becomes totally disabled after age 60 and:

- (1) the Total Disability begins while he/she is insured;
- (2) the Total Disability begins while this Policy is in force;
- (3) the Total Disability lasts for at least 9 months;
- (4) the premium continues to be paid; and
- (5) we receive proof of Total Disability within one (1) year from the date it began.

After proof of Total Disability is approved by us, neither you or the Insured is required to pay premiums for the period of Total Disability up to the Insured's attainment of age 65. Also, any premiums paid from the start of the Total Disability will be returned.

We will ask the Insured to submit annual proof of continued Total Disability. The Amount of Insurance may then be extended for additional one (1) year periods. The Insured may be required to be examined by a Physician approved by us as part of the proof. We will not require the Insured to be examined more than once a year after the insurance has been extended two (2) full years.

The Amount of Insurance extended will be limited to the amount of basic group life coverage on the life of the Insured that was in force at the time that Total Disability began excluding any additional benefits. This amount will not increase. This amount will reduce or cease at any time it would reduce or cease if the Insured had not been totally disabled. If the Insured dies, we will be liable under this extension only if written proof of death is received by us.

The Amount of Insurance extended for an Insured will cease on the earliest of:

- (1) the date he/she no longer meets the definition of Total Disability; or
- (2) the date he/she refuses to be examined; or
- (3) the date he/she fails to furnish the required proof of Total Disability; or
- (4) if disabled prior to age 60, the date he/she becomes age 70; or
- (5) if disabled prior to age 60, the date he/she retires; or
- (6) if disabled after age 60, the date he/she becomes age 65.

The Insured may use the conversion privilege when this extension ceases. Please refer to the Conversion Privilege section for rules. An Insured is not entitled to conversion if he/she returns to work and is again eligible for the insurance under this Policy. If the Insured uses the conversion privilege, benefits will not be payable under the Waiver of Premium in Event of Total Disability provision unless the converted policy is surrendered to us.

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Nothing in this section will change or affect any of the terms of the Policy other than as specifically set out in this section. All the Policy provisions not in conflict with these provisions shall apply to this section.

If an Insured suffers any one of the losses listed below, as a result of an Injury, we will pay the benefit shown. The loss must be caused solely by an accident that occurs while the person is insured, and must occur within 365 days of the accident. Only one benefit (the larger) will be paid for more than one loss resulting from any one accident. The Amount of Insurance can be found on the Schedule of Benefits.

LOSS OF:	AMOUNT OF INSURANCE:
Life .....	The Full Amount
Both Hands .....	The Full Amount
Both Feet .....	The Full Amount
The Sight of Both Eyes .....	The Full Amount
Speech and Hearing .....	The Full Amount
One Hand and One Foot .....	The Full Amount
One Hand and the Sight of One Eye .....	The Full Amount
One Foot and the Sight of One Eye .....	The Full Amount
One Hand .....	One-Half of the Amount
One Foot .....	One-Half of the Amount
Speech or Hearing .....	One-Half of the Amount
The Sight of One Eye .....	One-Half of the Amount

### EXCLUSIONS

A benefit will not be payable for a loss:

- (1) caused by suicide or intentionally self-inflicted injuries; or
- (2) caused by or resulting from war or any act of war, declared or undeclared; or
- (3) to which sickness, disease or myocardial infarction, including medical or surgical treatment thereof, is a contributing factor; or
- (4) sustained during the Insured's commission or attempted commission of an assault or felony; or
- (5) to which the Insured's acute or chronic alcoholic intoxication is a contributing factor; or
- (6) to which the Insured's voluntary consumption of an illegal or controlled substance or a non-prescribed narcotic or drug is a contributing factor.

## EDUCATION BENEFIT

We will pay an additional Education Benefit to an Insured's Eligible Dependent Spouse and Eligible Dependent Child(ren) if, due to an Injury sustained while insured under the Policy, the Insured suffers loss of life for which an Accidental Death Benefit is payable under the Policy.

- **Benefit Amount For Each Eligible Dependent Child**

5% of the Insured's Full Amount of Accidental Death and Dismemberment Benefits shown in the Schedule of Benefits to a maximum benefit of \$5,000 per Academic Year.

If the child does not remain enrolled for an entire Academic Year, the benefit payable will be the lesser of:

- (1) 5% of the Insured's Full Amount of Accidental Death and Dismemberment Benefits shown in the Schedule of Benefits to a maximum benefit of \$5,000; or
- (2) actual tuition incurred.

- **Benefit Amount For Eligible Dependent Spouse**

Actual tuition incurred to a maximum benefit of \$5,000. Tuition must be incurred within 30 months following the date of the Insured's death.

- **Maximum Benefit Period:**

Each Eligible Dependent Child:	4 consecutive years of enrollment.
Eligible Dependent Spouse:	30 months following the date of the Insured's death.

- **Maximum Lifetime Benefit:**

Each Eligible Dependent Child:	\$20,000
Eligible Dependent Spouse:	\$5,000

The benefit will be payable once we receive proof of enrollment, active attendance and actual tuition incurred.

### Definitions

"Eligible Dependent Child(ren)" means an Insured's unmarried child(ren) who are under age 26 and financially dependent upon the Insured for support. Such child(ren) must be enrolled: (1) as a full-time student in any post-high school Educational Institution on the date of the Insured's death; or (2) in the 12th grade on the date of the Insured's death and subsequently enrolls as a full-time student in a post-high school Educational Institution within 1 year of the date of the Insured's death.

"Eligible Dependent Spouse" means an Insured's legal spouse who is not legally separated or divorced from the Insured or civil union/domestic partner who is legally recognized under applicable state law on the date of his/her death and attends any post-high school Educational Institution for the purpose of obtaining a source of support.

"Educational Institution" includes, but is not limited to, any accredited university, college, trade school, vocational school or professional school.

"Academic Year" means the annual period of sessions of an Educational Institution, usually beginning in September and ending in June.

**Termination of the Education Benefit** - The Education Benefit will terminate for each Eligible Dependent on the earlier of:

- (1) the end of the Maximum Benefit Period shown above; or
- (2) the date any child no longer meets the definition of Eligible Dependent Child(ren) shown above.

### **Minimum Benefit**

If there are no dependents who qualify for the Education Benefit, we will pay a minimum benefit of \$1,000 to the Insured's eligible Survivor.

"Survivor" means an Insured's legal spouse, who is not legally separated or divorced from the Insured or civil union/domestic partner who is legally recognized under applicable state law. If the Insured's spouse, legally recognized civil union/domestic partner is not living, then "Survivor" means an Insured's unmarried child(ren) under age 20, who is financially dependent upon the Insured for support, including adoptive, foster and step-child(ren), who are in the custody of the Insured, and an Insured's unmarried child(ren) under age 26 who is attending a college or other school on a full-time basis and is financially dependent upon the Insured for support.

If there is more than one eligible surviving child, the benefit will be payable to each child in equal amounts.

If there are no eligible Survivors, no benefit will be payable.

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

## TOTAL LOSS OF USE

We will pay a Total Loss of Use Benefit according to the Schedule of Losses below if, due to an Injury sustained while insured under the Policy, the Insured suffers such a loss within 1 year of the date the Injury occurred provided:

- (1) we receive proof that the Insured has experienced a permanent Total Loss of Use for 12 consecutive months from the date the Injury occurred; and
- (2) no benefit is payable under the Policy for the same loss under the Accidental Death and Dismemberment Benefit.

"Total Loss of Use" means the permanent inability to use an entire arm, leg or combination of arms and legs, starting at the shoulder or hip and including the hand or foot, due to incurable paralysis, stiffening of joints, or any other Injury that may cause the limb(s) to become permanently non-functional.

## SCHEDULE OF LOSSES

<b>For Total Loss of Use of:</b>	<b>Benefit Amount:</b>
Both Arms and Both Legs .....	The Full Amount
Both Arms and One Leg or Both Legs and One Arm .....	3/4 of the Full Amount
Both Arms .....	2/3 of the Full Amount
Both Legs .....	2/3 of the Full Amount
One Arm and One Leg .....	2/3 of the Full Amount
One Arm or One Leg .....	1/2 of the Full Amount

The Full Amount can be found in the Schedule of Benefits. Only one benefit (the larger) will be paid for more than one loss resulting from any one accident. In no event will the total of all benefits paid under the Policy for any one Insured for any one accident, under this benefit and the Accidental Death and Dismemberment Benefit exceed the Insured's Amount of Accidental Death and Dismemberment Benefit shown in the Schedule of Benefits.

## EXCLUSIONS

A benefit will not be payable for a loss:

- (1) caused by suicide or intentionally self-inflicted injuries; or
- (2) caused by or resulting from war or any act of war declared or undeclared; or
- (3) to which sickness, disease or myocardial infarction, including medical or surgical treatment thereof, is a contributing factor; or
- (4) sustained during the Insured's commission or attempted commission of an assault or felony; or
- (5) to which the Insured's acute or chronic alcoholic intoxication is a contributing factor; or
- (6) to which the Insured's voluntary consumption of an illegal or controlled substance or a non-prescribed narcotic or drug is a contributing factor.

## SEAT BELT AND AIR BAG BENEFIT

### Seat Belt Benefit

We will pay an additional Seat Belt Benefit if, due to an Injury sustained while driving or riding in a private passenger Four-Wheel Vehicle, the Insured suffers loss of life for which an Accidental Death Benefit is payable under the Policy.

Once we receive the police accident report which confirms that the Insured was properly strapped in a Seat Belt at the time of the accident, we will pay a benefit equal to 10% of the Accidental Death Benefit payable under the Policy.

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 which caused the Insured's death, the benefit payable will be \$1,000 in lieu of the benefit described above.

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

### Air Bag Benefit

In addition to the Seat Belt Benefit, we will also pay an Air Bag Benefit if such private passenger Four-Wheel Vehicle is equipped with a factory-installed Air Bag and the police accident report clearly establishes that the Insured was positioned in a seat which is designed to be protected by an Air Bag and was properly strapped in the Seat Belt when the Air Bag inflated.

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

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

"Four-Wheel Vehicle" means a private passenger automobile, a truck-type vehicle which has a manufacturer's rated load capacity of 2,000 pounds or less, or a self-propelled motor home, all of which are registered for private passenger use and designated for transportation on public roadways.

**Maximum Benefit Payable** - The total combined maximum benefit payable under the Seat Belt and Air Bag Benefit is \$25,000.

### EXCLUSIONS

No benefit is payable for any loss sustained by the Insured:

- (1) if he/she was driving or riding in any private passenger Four-Wheel Vehicle which was being used in a race, speed or endurance test, or for acrobatic or stunt driving at the time of the accident;
- (2) if the Insured was not wearing a Seat Belt for any reason;
- (3) while the Insured was sharing a Seat Belt; or
- (4) due to a defect in the Air Bag diagnostic system.



## CLAIMS PROVISIONS

**NOTICE OF CLAIM:** Written notice must be given to us within thirty-one (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, the Policy Number and your name.

**CLAIM FORMS:** When we receive written notice of a claim, we will send claim forms to the claimant within fifteen (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 ninety (90) days. If it is not reasonably possible to give proof within ninety (90) days, the claim is not affected if the proof is sent as soon as reasonably possible. In any event, proof must be given within 1 year, unless the claimant is legally incapable of doing so.

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

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

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

## FAMILY AND MEDICAL LEAVE OF ABSENCE EXTENSION

We will allow the Insured's coverage to continue for up to twelve (12) weeks in a twelve (12) month period, if the Insured 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'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'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 conditions not to exceed four (4) months.

If the Insured, due to his/her own serious health condition, meets the definition of Total Disability in this Policy, he/she will be considered Totally Disabled and eligible for Waiver of Premium benefits according to the Waiver of Premium in Event of Total Disability provision. If the Insured, due to his/her own serious health condition, is on a Family and Medical Leave of Absence, but not eligible for Waiver of Premium benefits under this Policy, insurance coverage will be continued under this extension.

The Insured 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 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'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 a Family and Medical Leave of Absence, the following applies to the Insured who has been granted the leave:

- (1) While the Insured 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 if the Insured does not return to work as scheduled according to the terms of his/her agreement with you; however, the Insured is eligible to convert his/her 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 Waiver of Premium benefits, if any, according to the terms of this Policy.
- (3) This extension is not available if the Insured converts his/her coverage under the Conversion Privilege.
- (4) While the Insured is on an approved Family and Medical Leave of Absence, he/she 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 is on an approved Family and Medical Leave of Absence.

## **MILITARY SERVICES LEAVE OF ABSENCE COVERAGE**

We will allow the Insured's coverage to continue for up to twelve (12) weeks in a twelve (12) month period, if the Insured enters the military service of the United States. While the Insured 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 Military Services Leave of Absence for one full day. All other terms and conditions of this Policy will remain in force during this continuation period. The Insured's continued coverage will cease on the earliest of the following dates:

- (1) the date this Policy terminates; or
- (2) the date ending the last period for which any required premium was paid; or
- (3) twelve (12) weeks from the date the Insured's continued coverage began.

This Policy, however, does not cover any loss which occurs while 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).

## GROUP TERM LIFE INSURANCE ACCELERATED BENEFIT RIDER

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

**THIS ACCELERATED BENEFIT IS NOT INTENDED TO BE USED AS LONG TERM CARE INSURANCE. BENEFIT PAYMENTS MAY EFFECT QUALIFICATIONS FOR GOVERNMENT ENTITLEMENT PROGRAMS SUCH AS MEDICAID.**

**THIS RIDER DOES NOT CONTAIN ITS OWN WAIVER OF PREMIUM PROVISION. THE WAIVER OF PREMIUM PROVISION, IF ANY, OF THE GROUP LIFE POLICY WILL APPLY.**

**THE RIGHT TO REQUEST ACCELERATION MAY BE EXERCISED AT THE SOLE OPTION OF THE INSURED. THIS REQUEST MUST BE MADE VOLUNTARILY AND WITHOUT COERCION ON THE PART OF ANY THIRD PARTY. NO HEALTH CARE FACILITY CAN REQUIRE AN INSURED TO ACCELERATED PAYMENT OF THE DEATH BENEFIT AS A CONDITION OF ADMISSION TO SUCH FACILITY OR FOR PROVIDING ANY CARE IN SUCH FACILITY. TO THE EXTENT PERMITTED BY LAW THE ACCELERATED BENEFIT SHALL NOT BE SUBJECT TO THE CLAIMS OF CREDITORS OR THE LEGAL PROCESS.**

Attached to Group Policy Number: GL 147867  
Issued to Group Policyholder: Central Garden & Pet

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

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

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

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

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

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

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

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

"Terminally Ill" or "Terminal Illness" refers to an Insured's illness or physical condition that is Certified by a Physician to reasonably be expected to result in death in less than 12 months.

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

All pronouns include either gender unless the context indicates otherwise.

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

- (1) the Insured must make a Written Request; and

- (2) we must receive from any assignee or irrevocable beneficiary their signed acknowledgment and agreement to payment of this benefit.

We may, at our option, confirm the terminal diagnosis with a second medical exam performed at our own expense. If the second medical exam produces a conflicting diagnoses we would arrange for a third medical exam to be performed at our own expense. The initial terminal diagnosis would then be honored if it is confirmed by the third opinion.

**AMOUNT OF THE ACCELERATED BENEFIT:** The Accelerated Benefit will be an amount equal to 75% of the Death Benefit applicable to the Insured under the Policy on the date of the Certification of Terminal Illness, subject to a maximum benefit of \$500,000. This benefit may be paid as a single lump sum. The Accelerated Benefit is payable one time only for any Insured under this Rider.

**EFFECT OF BENEFIT:** If an Insured becomes eligible for, and elects to receive this benefit, it will have the following effects:

- (1) The Death Benefit payable for such Insured will be reduced by the amount equal to the Accelerated Benefit paid to such Insured. The amount of the Accelerated Benefit plus the corresponding Death Benefit will not exceed the amount that would have been paid as the Death Benefit in the absence of this Rider.
- (2) Any amount of insurance that would otherwise be continued under a Waiver of Premium provision will be reduced proportionately, as will the maximum Face Amount available under the Conversion Privilege.

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

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

- (1) the date his coverage under the Policy terminates;
- (2) the date of payment of the Accelerated Benefit for his Terminal Illness; or
- (3) the date he attains age 75.

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

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

  
Secretary

## **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](http://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.califega.org](http://www.califega.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](http://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.**