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# **YOUR GROUP LIFE INSURANCE BENEFITS**

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**County of Santa Clara  
Class 1**

**Basic Life**

**Effective July 1, 1999**

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### **HOW TO OBTAIN PLAN BENEFITS**

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

United Administrative Services, Inc.  
1120 S. Bascom Avenue  
San Jose, CA 95128-3590

### **CLAIM ASSISTANCE**

If you need assistance with filing your claim or an explanation of how your claim was paid, contact the:

United of Omaha Life Insurance Company  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175  
All Toll Free: 1-800-775-8805

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

**NOTICE**

If any questions or problems arise regarding this insurance, you may contact the Company at:

United of Omaha Life Insurance Company  
San Francisco Group Office  
2400 Camino Ramon  
Suite 290  
San Ramon, CA 94583  
Telephone: 1-(925) 901-5050

When contacting the Company, please have your policy number available. Your policy number is GLUG-45Y5.

**Should you feel you are not being treated fairly, we want you to know you may contact the California Department of Insurance with your complaint.**

**To contact the Department, write or call:**

**Consumer Division  
Department of Insurance, Los Angeles Office  
300 South Spring St.  
Los Angeles, CA 90013  
Call Toll Free: 1-800-927-4357**



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appear in the following order.

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**CERTIFICATE OF INSURANCE**

**UNITED OF OMAHA  
LIFE INSURANCE COMPANY**

Home Office: Mutual of Omaha Plaza  
Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy No. GLUG-45Y5 (policy) has been issued to the County of Santa Clara (Policyholder).

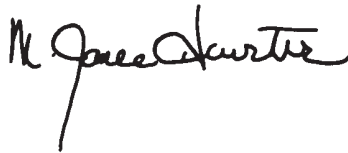
Insurance is provided for certain employees as described in the policy.

The benefits described in this Certificate are subject to the terms and conditions of the policy. Benefits are effective only if you are eligible for the insurance, become insured and remain insured as described in this Certificate.

UNITED OF OMAHA LIFE INSURANCE COMPANY



President



Secretary

## DEFINITIONS

When used in the policy or your certificate:

**Our, We, Us** means the Company shown on your Certificate of Insurance.

**You, Your, Insured Person** means an employee or member who is insured under the policy.

**Sickness** means a disease, disorder or condition, which requires treatment by a physician.

**Injury** means an accidental bodily injury which requires treatment by a physician. It must result in loss independently of sickness and other causes.

**Physician** means any of the following licensed practitioners:

- (a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- (b) a licensed doctoral clinical psychologist;
- (c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- (d) a licensed physician's assistant (PA); or
- (e) where required to cover by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include a person who lives with you or is part of your family (you; your spouse; or a child, brother, sister or parent of you or your spouse).

**Total Disability or Totally Disabled** means that because of an injury or sickness you are completely and continuously unable to perform any work or engage in any occupation.

**Rider** means a provision added to the policy or your certificate to expand or limit benefits or coverage.

## EMPLOYEE ELIGIBILITY

### **Eligible Employees**

You are eligible on July 1, 1999, if you were hired on or before July 1, 1999.

If you are hired after July 1, 1999, you are eligible on the day you begin active employment with the Policyholder.

You are eligible as long as:

- (a) you are a regular full-time employee of the Policyholder;
- (b) you are and continue to be actively employed; and
- (c) you receive compensation for your work from the Policyholder for your work for the Policyholder.

**NOTE:** If you were eligible for coverage under the prior group plan but did not elect coverage, you may enroll in this plan if you provide evidence of good health. If evidence is acceptable to us, we will determine the date insurance begins.

**Active Employment and Actively Employed** means working 20 hours or more a week at your:

- (a) regular job; and
- (b) customary place of employment or other location to which you must travel to perform your regular job.

### **When Your Insurance Begins**

You will become insured on the first day of the pay period which coincides with or follows the day you become eligible, provided you are actively at work on that day. If you are not actively at work on that day, your insurance will begin on the first day of the pay period which coincides with or follows the day you return to active work.

### **Exceptions**

1. If, on the day your insurance is to begin:
  - (a) you are on a regular paid day of vacation; or
  - (b) such day is a regular non-working day;

you will still be considered actively at work if you were available for work on the last preceding regular work day.

2. If, on the day your insurance is to begin you do not report to work, you will be considered actively at work if you are available for work on that day.
3. If your customary place of employment is at your home, you will be considered actively at work if you are not confined on that day (as described in the Confinement Rule below).

### **Confinement Rule**

If you are:

- (a) hospital confined;
- (b) confined in any institution/facility other than a hospital due to an injury or sickness; or
- (c) confined at home and under the supervision of a physician;

insurance will begin on the first day of the pay period which coincides with or follows the day after such confinement ends.

If you are not:

- (a) confined; and
- (b) available for work because of injury or sickness;

insurance will begin on the first day of the pay period which coincides with or follows the day you return to active work.

### **Amount of Coverage**

The amount of coverage for your classification is shown in the Schedule.

### **Changes in Your Classification or in the Amount of Your Coverage**

Any changes in your life classification or coverage will take effect on the first day of the pay period which coincides with or follows the day of the change, provided you are actively at work on that day. If you are not actively at work, the following conditions will apply:

- (a) If the change involves an increase in coverage, the change will not take effect until the first day of the pay period which coincides with or follows the day you return full-time to your regular job.

- (b) If the change involves a decrease in coverage, the change will take effect on the day of the change.

### **When Your Insurance Ends**

Your insurance will end at midnight on the earliest of:

- (a) the day the policy ends;
- (b) the day any premium for your insurance is due and unpaid;
- (c) the day before you enter the Armed Forces on active duty (except for temporary active duty of two weeks or less); or
- (d) the last day of the pay period in which you are no longer eligible under the policy.

You will no longer be eligible when:

- (a) you are no longer in an eligible class; or
- (b) you do not satisfy:
  - (1) the requirements for hours worked; or
  - (2) any other eligibility condition in the policy.

However, upon uninterrupted payment of premium to us, you may be eligible to continue your coverage in accord with the following continuation provisions. You should contact the Policyholder to determine the amount of contribution, if any, you are required to make in order to continue your insurance.

### **Continuation of Life Insurance Benefits**

#### **Leave of Absence**

Leave of absence continue for 13 pay periods and then you may continue to self pay for the duration of leave.

#### **Due to Total Disability**

Your Life Insurance coverage will continue during the Disability Elimination Period as long as you remain totally disabled. The Disability Elimination Period is the 12 consecutive months of total disability beginning on the date you first become totally disabled. After completing the Disability Elimination Period you may be eligible to continue your Life Insurance in accord with the Continuation of Life Insurance Due to Total Disability provision shown below.

### **Continuation of Life Insurance Due to Total Disability**

If you are totally disabled, your life insurance will not end in accord with the When Your Insurance Ends provision, but will be continued without payment of premium provided:

- (a) the disability began while you were insured under this policy;
- (b) the disability began before you reached age 60
- (c) you have completed your Disability Elimination Period; and
- (d) proof of the disability is given to us as described in the following paragraph.

You must notify us of your total disability during the Disability Elimination Period. After receiving your notification, we will send you an Initial Proof of Total Disability Form for you and your physician to complete. You must return this form within 90 days after receipt. Upon acceptance of your initial proof and completion of the Disability Elimination Period, your Life Insurance will continue without premium for at least one year.

Thereafter, we will periodically send you a Subsequent Proof of Disability Form for you and your physician to complete. If proof is acceptable, your Life Insurance will be continued for at least one year.

In order to confirm that you are totally disabled, we have the right to have you examined by a physician of our choice. We will pay for these examinations. We may have you examined any time during the first two years of disability and once a year from then on.

Your continued life insurance is the amount in force on the day insurance would have otherwise ended. Life Insurance provided under the Continuation of Life Insurance due to Total Disability provision is subject to the reductions and terminations shown in the Schedule.

**When Continuation of Life Insurance due to Total Disability Ends**

Your insurance will end at midnight on the earliest of:

- (a) the day you are no longer totally disabled;
- (b) the day your Disability Elimination Period ends without providing Initial Proof of Total Disability;
- (c) 90 days after a Subsequent Proof of Total Disability Form is sent, but not returned;
- (d) the day you fail to attend an examination or cooperate with an examiner; or
- (e) the day you reach age 70.

When your total disability ends, you have 31 days to convert your coverage to an individual policy of life insurance; but you may not convert if you again become insured under the policy. Conversion may be made only in accord with the Life Insurance Conversion Privilege provision.

**RIDER**  
**FAMILY AND MEDICAL LEAVE**  
**as Federally Mandated**

This rider is made a part of Group Policy GLUG-45Y5.

This rider is effective on the later of:

- (a) the effective date of the policy; or
- (b) the date required by Federal law.

If the provisions of this rider and those of the policy or Your certificate do not agree, the provisions of this rider will apply.

**Family and Medical Leave**

If You become eligible for a family or medical leave of absence in accordance with the Family and Medical Leave Act of 1993 (FMLA) (including any amendments to such Act) Your insurance coverage may be continued on the same basis as if You were an Actively at Work employee for up to 12 weeks during the 12 month period, as defined by Your employer, for any of the following reasons:

- (a) to care for Your child after the birth or placement of a child with You for adoption or foster care; so long as such leave is completed within 12 months after the birth or placement of the child;
- (b) to care for Your spouse, child, foster child, adopted child, stepchild, or parent who has a serious health condition; or
- (c) for Your own serious health condition.

In the event You or Your spouse are both insured as employees of the Policyholder, the continued coverage under (a) may not exceed a combined total of 12 weeks. In addition, if the leave is taken to care for a parent with a serious health condition, the continued coverage may not exceed a combined total of 12 weeks.

**Conditions**

1. If, on the day Your insurance is to begin, You are already on an FMLA leave of absence You will be considered Actively at Work. Insurance for You and any eligible dependents (if applicable) will begin in accordance with the terms of the policy. However, if Your leave of absence is due to a serious health condition, benefits for

that condition will not be payable to the extent benefits are payable under any prior group plan.

2. You are eligible to continue coverage under FMLA if:
  - (a) You have worked for Your employer for at least one year;
  - (b) You have worked at least 1,250 hours over the previous 12 months;
  - (c) Your employer employs at least 50 employees within 75 miles from Your worksite; and
  - (d) You continue to pay any required premium for yourself and any eligible dependents (if applicable) in a manner determined by Your employer.
3. In the event You choose not to pay any required premium during Your leave, Your insurance coverage will not be continued during the leave. You will be able to reinstate Your coverage on the day You return to work, subject to any changes that may have occurred in the policy during the time You were not insured. You and any insured dependents (if applicable) will not be subject to any evidence of good health requirement provided under the policy. Any partially-satisfied waiting periods, including any limitations for a preexisting condition, which are interrupted during the period of time premium was not paid will continue to be applied once coverage is reinstated.
4. You and Your dependents (if applicable) are subject to all conditions and limitations of the policy during Your leave, except that anything in conflict with the provisions of the FMLA will be construed in accordance with the FMLA.
5. If requested by Us, You or Your employer must submit proof acceptable to Us that Your leave is in accordance with FMLA.
6. This FMLA continuation is concurrent with any other continuation option except for COBRA, if applicable.
7. FMLA continuation ends on the earliest of:
  - (a) the day You return to work;
  - (b) the day You notify Your employer that You are not returning to work;
  - (c) the day Your coverage would otherwise end under the policy; or
  - (d) the day coverage has been continued for 12 weeks.

### **Definitions**

**Prior Group Plan** means the group plan providing similar benefits (whether insured or self-insured plans provided by the Policyholder) in effect immediately prior to the effective date of this policy.

**Serious Health Condition** is defined as stated in the FMLA.

### **Important Notice**

Contact Your employer for additional information regarding FMLA.

**RIDER  
UNIFORMED SERVICES EMPLOYMENT AND  
REEMPLOYMENT RIGHTS  
as Federally Mandated**

This rider is made a part of Group Policy GLUG-45Y5.

This rider is effective on the later of:

- (a) the effective date of the policy; or
- (b) the date required by Federal Law.

If the provisions of this rider and those of the policy or Your certificate do not agree, the provisions of this rider will apply.

**Definitions**

**USERRA** means the Uniformed Services Employment and Reemployment Rights Act of 1994 (including any amendments to such ACT and any interpretive regulations or rulings).

**Service in the Uniformed Services** means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.

**Uniformed Services** means the United States Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency.

**Reemployment** (following service in the Uniformed Services)

Following Your discharge from such service, You may be eligible to apply for reemployment with Your former employer in accord with USERRA.

**Benefits**

Your employer's leave of absence policy will determine Your right to participate in any group insurance, such as Life, Accidental Death and Dismemberment, Weekly Disability, and Long Term Disability.

After reemployment, credit will be given, if applicable, for the period of such service, if required to determine Your benefit amounts, eligibility, or costs.

**Important Notice**

In the event of a conflict between this provision and USERRA, the provisions of USERRA, as interpreted by Your employer or former employer, will apply.

**THE DEFINITIONS AND RIDERS ARE VERY IMPORTANT PARTS OF YOUR POLICY. PLEASE READ THOSE PAGES CAREFULLY.**

**SCHEDULE**

The amount of insurance for you will be in accord with your classification in this Schedule.

**Classification**

Class 1 - All eligible non-executive management employees

**For You  
(Class 1)  
LIFE INSURANCE**

**Life Insurance Benefits**

Amount of Life Insurance .....\$25,000

Facility of Payment Amount..... \*\$500

\*This amount, if paid, will be deducted from the Amount of Life Insurance shown above.

Life Insurance Benefits end on the date of your retirement.

## LIFE INSURANCE BENEFITS

### For You

#### **Benefits**

If you die while insured under this provision, we will pay the **Amount of Life Insurance** shown in the **Schedule**. Benefits will be paid to the beneficiary you name. If you do not name a beneficiary or if no beneficiary survives you, benefits will be paid:

- (a) to your surviving spouse; if none, then
- (b) to your surviving natural and/or adopted children; if none, then
- (c) to your surviving parent(s); if none, then
- (d) to your estate.

Benefits will be paid equally among surviving children or surviving parents.

#### **Mode of Payment**

We will pay benefits:

- (a) in a lump sum; or
- (b) in other than a lump sum if:
  - (1) another mode of payment is requested as described below;
  - and
  - (2) we agree to it in writing.

#### **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed unless this right has been given up. To make a change, written request should be sent to the office where the beneficiary records are kept. If you do not know where the records are kept, send the request to us. When recorded and acknowledged, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by us before the request was acknowledged.

#### **Facility of Payment**

We may pay up to the Facility of Payment Amount to any person who has incurred expenses for your fatal illness or burial. The **Facility of Payment Amount** is shown in the **Schedule**.

We may also make monthly payments of not more than \$50.00 to someone other than a beneficiary if:

- (a) the beneficiary is a minor or, in our opinion, does not have the legal capacity to sign a receipt for payment; and
- (b) there is no court-appointed guardian or conservator.

We will make these payments to the person or institution who cares for or supports the beneficiary until claim is made for the remainder of the proceeds by a court-appointed guardian or conservator.

### **Conversion Privilege**

If any of your life insurance ends because your employment or membership in a class ends, you may apply for an individual policy of life insurance (called a conversion policy) without giving information about your health. Issuance of a conversion policy is subject to the following conditions:

- (a) You may apply for any of our individual life insurance policies except term insurance. You may not apply for any supplemental coverage.
- (b) You may apply for an amount which is not more than the amount of your terminated group life insurance.
- (c) The premium for your conversion policy will be at our standard rate for that type of policy according to:
  - (1) your class of risk; and
  - (2) your age on the date the policy takes effect.
- (d) You must submit your written application and your first conversion premium to us within 31 days after your group life insurance ends or reduces.

If your group life insurance ends because of termination of the policy or termination of a class, and you have been insured under the policy at least five years, you may apply within 31 days for a conversion policy. Issuance of the conversion policy is subject to conditions (a), (c) and (d) above. Your converted life insurance may not exceed the lesser of:

- (a) \$3,000.00; or
- (b) the amount of your terminated group life insurance less the amount of any other group life insurance for which you become eligible within 31 days.

If you die within the 31-day period after insurance ends, we will pay the amount of group life insurance you were entitled to convert.

If we issue a conversion policy and you again become eligible for group life insurance under the policy, coverage will become effective only if:

- (a) you terminate the conversion policy; or
- (b) you submit, at your own expense, evidence of good health acceptable to us.

## **PAYMENT OF CLAIMS**

### **How to File Claims**

Before benefits are paid, we must be given a written proof of loss, as described below. Upon your death, your beneficiary or someone else must give us the proof.

### **Proof of Loss Requirements**

1. First, a claim form is to be requested from the Plan Administrator or from us.

This request should be made:

- (a) within 20 days after a loss occurs; or
- (b) as soon as reasonably possible.

When we receive the request, we will send a claim form for filing proof of loss. If we do not send it within 15 days, the proof of loss requirement can be met by giving us a written statement of what happened. We must receive a written statement within the time shown in 3 below.

2. Next, the claim form is to be completed and signed.
3. Finally, the claim form is to be returned to us. The claim form is due:
  - (a) within 90 days after the loss occurs; or
  - (b) as soon as reasonably possible.

### **When Claims are Paid**

Policy benefits will be paid in accord with the Life Insurance Benefits provision as soon as we receive acceptable proof of loss.

## STANDARD PROVISIONS

### **Insurance Contract**

The insurance contract consists of:

- (a) the policy;
- (b) the Policyholder's application attached to the policy; and
- (c) your application, if required.

### **Changes in the Insurance Contract**

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time we and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- (a) does not require your or your beneficiary's consent; and
- (b) must be:
  - (1) in writing;
  - (2) made a part of the policy; and
  - (3) signed by one of our officers.

A change may affect any class of insured persons, including retirees if retiree coverage is included in the policy.

### **Applications**

We may use misstatements or omissions in your application to contest the validity of insurance, reduce coverage or deny a claim; but we must first furnish you or your beneficiary with a copy of that application. We will not use your application to contest or reduce insurance which has been in force for two years or more during your lifetime. However, if you are not eligible for insurance, there is no time limit on our right to contest insurance or deny a claim.

Statements in an application are treated as representations, not as warranties.

### **Legal Actions**

No legal action can be brought until at least 60 days after we have been given written proof of loss. No legal action can be brought more than two years after the date written proof of loss is required.







Plan Arranged by:

United Administrative Services  
1120 S. Bascom Avenue  
San Jose, CA 95128-3590  
Phone: (408) 286-7663

Group Policy Number GLUG-45Y5



**Mutual of Omaha  
Companies**

United of Omaha Life Insurance Company  
Home Office: Omaha, Nebraska