

**ACCIDENTAL DEATH AND  
DISMEMBERMENT INSURANCE PLAN**

COUNTY OF LOS ANGELES



We, the **LIFE INSURANCE COMPANY OF NORTH AMERICA**, have issued policy OK 819451 to the County of Los Angeles. We certify that the coverage is in force as stated in this Certificate of Insurance, in accordance with the terms, conditions and limitations of the policy.

Coverage is only described in this Certificate of Insurance. It is not the insurance contract. The policy is the only contract under which benefits are paid. The policy may be examined, upon request, at the office of the Policyholder. This Certificate replaces any certificate which may have been issued to the Insured in the past under the policy.

**SCOPE OF COVERAGE:** Insurance is provided for a covered loss which:

- (1) is set forth in the DESCRIPTION OF BENEFITS PROVISIONS; and
- (2) results, directly and independently of all other causes, from bodily Injury which is suffered in an Accident which occurs while the person is a Covered Person under the policy.

#### **TABLE OF CONTENTS**

Certificate	1	Certificate Provisions	24
Certificate Schedule	2	Certificate Premium Provisions	25
Definitions	4	Claim Provisions	26
Provisions Concerning Insureds	6	Conversion Privilege	28
Provisions Concerning Other Covered Persons	7	Special Accidental Death and Dismemberment Benefit	29
Description of Benefits	9	Domestic Partner Benefit	30
Exclusions	23		

**READ THIS CERTIFICATE CAREFULLY.  
BENEFITS ARE NOT PAYABLE FOR LOSS DUE TO SICKNESS.  
BENEFITS ARE PAID FOR SPECIFIC LOSSES FOR ACCIDENT ONLY.**

**CERTIFICATE SCHEDULE**

**Policyholder:** County of Los Angeles

**Policy Number:** OK 819451

**Policy Effective Date:** January 1, 2002

**Certificate Effective Date:** January 1, 2023

**ELIGIBILITY:**

Class 1: All active Employees of the Policyholder who are eligible for participation as designated by the County Board of Supervisors in accordance with Los Angeles County Code, Title 5, Chapter 5.27.

If the Class 1 Employee elects Family Plan Coverage, eligible dependents are: Spouse and Dependent Children, as defined in the Policy.

**DESCRIPTION OF BENEFITS:**

Class 1: Accidental Death and Dismemberment, Loss of Sight, Speech and Hearing, or Paralysis; Seatbelt Benefit; Felonious Assault Benefit (not applicable to dependents); Coma Benefit; Repatriation; Medical Evacuation; Brain Damage Benefit; Disfigurement Coverage.

If the Employee elects Family Plan coverage, Benefits also include: Increased Dismemberment Benefits (applicable to Dependent Children); Special Education Benefit; Spouse Retraining Benefit; and Child Care Center Benefit.

**PRINCIPAL SUM:**

Class 1:

All Employees who are participants in the Employer-sponsored MegaFlex Plan, as designated by the County Board of Supervisors in accordance with Los Angeles County Code, Title 5, Chapter 5.27:

Choice of \$10,000; \$25,000; \$50,000; \$100,000; \$150,000; \$200,000; \$250,000; \$300,000; or \$350,000

All Employees who are participants in the Employer-sponsored Flex, Choices, or Options Plan, as designated by the County Board of Supervisors in accordance with Los Angeles County Code, Title 5, Chapter 5.27:

Choice of \$10,000; \$25,000; \$50,000; \$100,000; \$150,000; \$200,000; or \$250,000. Amounts over \$150,000 are subject to a maximum of ten times the Employee's annual Earnings.

### **CERTIFICATE SCHEDULE (continued)**

Family Plan: The Family Plan provides coverage for: (1) the Insured Employee; (2) the Insured's Spouse; and (3) the Insured's Dependent Children. Benefits for all Covered Persons are based upon the Insured Employee's Principal Sum amount as follows:

(1) Insured Employee and Spouse (children not covered):

Insured Employee	100% of the Principal Sum
Spouse	60% of the Principal Sum

(2) Insured Employee, Spouse, and Dependent Children

Insured Employee	100% of the Principal Sum
Spouse	50% of the Principal Sum
Each Dependent Child	10% of the Principal Sum

(3) Insured Employee and Dependent Children (Spouse not covered)

Insured Employee	100% of the Principal Sum
Each Dependent Child	20% of the Principal Sum

The maximum benefit payable for Dependent Children is \$25,000.

Waiver of Premium: We will waive payment of all premiums for surviving eligible Spouse and Dependent Children, coming due during a period of 12 months following the Insured Employee's accidental death for which benefits are payable.

## DEFINITIONS

The terms shown below shall have the meaning given in this section whenever they appear in the policy. Additional terms may be defined within the provision to which they apply.

**"Accident"** means a sudden, unforeseeable external event which:

- (1) causes Injury to one or more Covered Persons; and
- (2) occurs while coverage is in effect for the Covered Person.

**"Aircraft"** means a vehicle which:

- (1) has a valid certificate of airworthiness; and
- (2) is being flown by a pilot with a valid license appropriate to the aircraft.

**"Covered Person"** means an Eligible Person or Eligible Dependent for whom application has been accepted and proper premium payment has been made, and who is therefore insured under the policy.

**"Dependent Child"** means the Insured's unmarried child who:

- (1) has his principal residence with the Insured;
- (2) chiefly relies on the Insured for support and maintenance; and
- (3) is within the following age groups:
  - (a) less than 21 years of age, or 26 years of age if enrolled in a school as a full time student and primarily supported by the Insured; or
  - (b) 26 or more years of age and primarily supported by the Insured and incapable of self-sustaining employment by reason of mental or physical handicap. The Insurance Company reserves the right to request proof of the child's condition and dependence at the time of claim.

Child can include stepchild, legally adopted child, child of adoptive parents pending adoption procedures, natural child and child of who you are the legal guardian.

**"Doctor"** means a licensed practitioner of the healing arts acting within the scope of his license. Doctor does not include: the Covered Person; his spouse; his child; his parent; his brother; his sister; or a person living with him.

**"Earnings"** means the Insured's Annual rate of pay as reported by the Policyholder. It does not include overtime, bonus, additional compensation or pay for more than 40 hours a week.

**"He", "his" and "him"** includes "she", "her" and "hers."

**"Hospital"** means an institution which:

- (1) is operated pursuant to law;
- (2) is primarily and continuously engaged in providing medical care and treatment to sick and injured persons on an inpatient basis;
- (3) is under the supervision of a staff of Doctors;
- (4) provides 24-hour nursing service by or under the supervision of a graduate registered nurse (R.N.);
- (5) has medical, diagnostic and treatment facilities, with major surgical facilities;
  - (a) on its premises; or
  - (b) available to it on a prearranged basis; and
- (6) charges for its services.

## DEFINITIONS (continued)

Hospital does not include:

- (1) a clinic or facility for:
  - (a) convalescent, custodial, educational or nursing care;
  - (b) the aged, drug addicts or alcoholics;
  - (c) rehabilitation; or
- (2) a military or veterans hospital or a hospital contracted for or operated by a national government or its agency unless:
  - (a) the services are rendered on an emergency basis; and
  - (b) a legal liability exists for the charges made to the individual for the services given in the absence of insurance.

**"Injury"** means bodily harm which results, directly and independently of all other causes, from an Accident.

**"Insured"** means an eligible Employee for whom insurance is in force under the policy.

**"Sickness"** means disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental food poisoning.

**"Spouse"** means the lawful spouse, under age 70, of an Insured.

## PROVISIONS CONCERNING INSUREDS

### Eligibility:

Persons eligible to be insured under the policy are those persons described in the Certificate Schedule. This includes anyone who may become eligible while the policy is in force.

### Effective Dates:

An eligible person will become an Insured under the policy, provided proper premium payment is made, on the latest of:

- (1) the Policy Effective Date; or
- (2) the day he becomes eligible; or
- (3) the first day of the month following receipt of the premium after the Policy Effective Date.

**Deferred Effective Dates:** The effective date of insurance will be deferred for an eligible person who is:

- (1) employed, if he is unable to perform the regular duties of his occupation due to injury or sickness;
- (2) unemployed, if he is, due to injury or sickness:
  - (a) unable to engage in all the usual duties or activities of a person of like age or sex;  
or
  - (b) confined to his home except for visits to receive medical treatment, or to a Hospital, under a Doctor's directions;

on the day his insurance would otherwise take effect. Insurance for such a person will take effect following either a return to those duties for one full day under (1) above, or cessation of (2)(a) or (2)(b) above.

### Termination

Insurance for an Insured will end on the earliest of:

- (1) the date he is no longer in an Eligible Class;
- (2) full time active duty, for more than 30 days, in any Armed Forces. Coverage will continue to the end of the month in which the 31st day is completed. (Send us proof of service. We will refund any premium paid for this time.) This does not include Reserve or National Guard duty for training;
- (3) the end of the period for which the last premium contribution is made; or
- (4) the date the policy is terminated.

Termination will not affect a claim for a covered loss due to an Accident which occurred while coverage was in effect.



## PROVISIONS CONCERNING OTHER COVERED PERSONS

### ELIGIBILITY:

To be eligible for coverage on his Spouse and/or Dependent Children, the Insured must:

- (1) be covered under the Plan;
- (2) elect such coverage; and
- (3) make proper premium payment.

Persons eligible are set forth in the Certificate Schedule.

Such coverage may be elected on the later of:

- (1) the Policy Effective Date, if there is an eligible Spouse or Dependent Child, as defined, on that date; or
- (2) the date a Spouse or Dependent Child, as defined, is acquired.

A person cannot be insured as both an Insured and a Spouse or a Dependent Child. Dependent Children of more than one Insured may only be insured under one Insured.

### EFFECTIVE DATES:

Coverage for an eligible Spouse or Dependent Child will take effect, subject to proper payment of premium, on the later of:

- (1) the Policy Effective Date if on or before that date:
  - (a) the Insured has elected coverage; and
  - (b) the enrollment form electing such coverage has been received; or
- (2) the day the enrollment form electing such coverage is received if eligibility to elect such coverage occurs after the Policy Effective Date.

### Newborn Children

An Insured's newborn child is automatically covered from the moment of birth until he is 31 days old.

If coverage for a Dependent Child is in effect, notice of the birth is not required for the newborn's coverage to continue. However, if the Insured is not paying the additional Dependent Child premium, the coverage for his newborn will continue only if, within 31 days of the birth, we receive:

- (1) notice of the birth; and
- (2) payment of the additional Dependent Child premium.

**Deferred Effective Dates:** The effective date of coverage will be deferred for a Spouse or Dependent Child who is:

- (1) employed, if he is unable to perform the regular duties of his occupation due to Injury or Sickness; or
- (2) unemployed, if he is, due to Injury or Sickness:
  - (a) unable to engage in all the usual duties or activities of a person of like age and sex; or
  - (b) confined to his home except for visits to receive medical treatment, or to a Hospital, under a Doctor's direction;

on the day his coverage would otherwise take effect.

Coverage for such Spouse or Dependent Child will take effect following either a return to those duties for one full day under (1) above, or cessation of (2)(a) or (2) (b) above.

**PROVISIONS CONCERNING OTHER COVERED PERSONS (continued)**

**TERMINATION:** Coverage for a Spouse or Dependent Child will end on or after the earliest of:

- (1) the date he ceases to be a Spouse or Dependent Child as defined in the policy;
- (2) the date ending the period for which the last premium contribution is made;
- (3) full-time active duty, for more than 30 days, in any Armed Forces. Coverage will continue to the end of the month in which the 31st day is completed. (Send us proof of service. We will refund any premium paid for this time.) This does not include Reserve or National Guard duty for training;
- (4) the date the policy terminates;
- (5) the date his Insured's coverage ends.

Termination will not affect a claim for a covered loss due to an Accident which occurred while coverage was in effect.

## DESCRIPTION OF BENEFITS

### **BENEFITS FOR ACCIDENTAL DEATH, DISMEMBERMENT, LOSS OF SIGHT, SPEECH AND HEARING; OR PARALYSIS**

If, within one year from the date of an Accident covered by the policy, Injury from such Accident, results in Loss listed below, we will pay the benefit set opposite such Loss. If the Covered Person sustains more than one such Loss as the result of one Accident, we will pay only one amount, the largest to which he is entitled. This amount will not exceed the Principal Sum which applies for the Covered Person.

<u>Loss</u>	<u>Benefit Amount</u>
Loss of Life	The Principal Sum
Loss of Both Hands	The Principal Sum
Loss of Both Feet	The Principal Sum
Loss of Entire Sight of Both Eyes	The Principal Sum
Loss of One Hand and One Foot	The Principal Sum
Loss of One Hand and Entire Sight of One Eye	The Principal Sum
Loss of One Foot and Entire Sight of One Eye	The Principal Sum
Loss of Speech and Hearing (both ears)	The Principal Sum
Quadriplegia (total Paralysis of both upper and lower limbs)	The Principal Sum
Paraplegia (total Paralysis of both lower limbs)	One-Half the Principal Sum
Loss of One Hand	One-Half the Principal Sum
Loss of One Foot	One-Half the Principal Sum
Loss of Entire Sight of One Eye	One-Half the Principal Sum
Loss of Speech	One-Half the Principal Sum
Loss of Hearing (both ears)	One-Half the Principal Sum
Hemiplegia (total Paralysis of upper and lower limbs on one side of body)	One-Half the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	One-Quarter the Principal Sum

Loss of a hand or foot means complete Severance through or above the wrist or ankle joint. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means. Loss of speech means total, permanent and irrecoverable loss of audible communication. Loss of hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means. Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

(In California, loss of a thumb and index finger means loss by complete Severance of at least one whole phalanx of each.) (In South Carolina, the complete severance of four whole fingers from one hand equals the loss of one hand.)

**"Severance"** means the complete separation and dismemberment of the part from the body.

**"Paralysis"** means loss of use, without Severance, of a limb. This loss must be determined by a Doctor to be complete and not reversible.

## **DESCRIPTION OF BENEFITS**

### **BENEFIT - FELONIOUS ASSAULT BENEFIT (Not applicable to Dependents)**

We will pay the Felonious Assault Benefit if loss for which the policy provides coverage to the Insured results from an Accident which occurs:

- (1) while the Insured is:
  - (a) on Policyholder business; or
  - (b) on Policyholder premises; and
- (2) as a direct result of:
  - (a) robbery or an attempt thereat;
  - (b) kidnapping during a robbery; or
  - (c) Felonious Assault inflicted by a person other than a fellow employee or member of the Insured's family or household.

"Felonious Assault" means:

- (1) an act of violence against the Insured as an employee or custodian of the Policyholder; or
- (2) an act which reasonably puts the Insured in fear of physical violence to his person.

The Felonious Assault Benefit is an additional 25% of the Principal Sum to a maximum of \$50,000.

**LIFE INSURANCE COMPANY OF NORTH AMERICA**

This rider amends the policy or certificate to which it is attached. It is in force only while the policy is in force.

**SEATBELT BENEFIT**

We will pay an additional accidental death benefit of a minimum of \$1,000 per covered person up to a maximum of 10% of the covered person's benefit not to exceed \$25,000. We will pay this benefit if a covered person suffers loss of life, as the result of a covered accident which occurs while he is driving or riding in a Private Passenger Car, if:

- 1) The car is equipped with seatbelts; and
- 2) The seatbelt was in actual use and properly fastened at the time of the accident; and
- 3) The position of the seatbelt is certified in the official report of the accident; or by the investigating officer. A copy of the police accident report must be submitted with the claim.

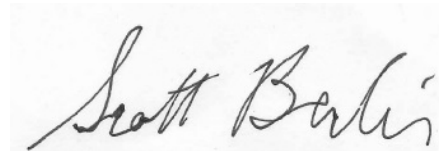
If such certification is not available, and it is unclear whether the covered person was properly wearing a seatbelt, then we will pay a fixed benefit of \$1,000 to the designated beneficiary.

"Private Passenger Car" means: a validly registered four-wheel private passenger car (including Policyholder owned cars), station wagons, jeeps, pick-up trucks, and van-type cars.

In the case of a child, seatbelt means a child restraint, as required by the state law and approved by the National Highway Traffic Safety Administration, properly secured and being used as recommended by its manufacturer for children of like age and weight at the time of an accident.

Except for the above, this rider does not change the policy in any way.

**LIFE INSURANCE COMPANY OF NORTH AMERICA**



Scott Berlin, President

## DESCRIPTION OF BENEFITS

### **BENEFIT - SPECIAL EDUCATION BENEFIT I**

We will pay this benefit for each insured child provided:

- (1) the Insured dies as a result of an Accident for which the policy provides coverage;
- (2) the Insured is survived by his insured child; and
- (3) such child:
  - (a) was enrolled as a full-time student in an accredited school beyond the 12th grade level on the date of the Accident; or
  - (b) was enrolled at the 12th grade level on the date of the Accident and enrolls within one year of the Accident as a full-time student in an accredited school beyond the 12th grade level;  
and continues his education.

Payment will be made to the child (or his legal guardian) on an annual basis while the child continues as a full-time student at any school beyond the 12th grade level, for 4 consecutive years.

The Annual Child Education Benefit Amount is 5% of the Insured's Principal Sum, subject to a maximum of \$5,000.

If at the time of the accident, Family Plan Coverage is in force but there is no dependent child who qualifies, we will pay an additional benefit of \$1,000 to the Insured's designated beneficiary.

## DESCRIPTION OF BENEFITS

### BENEFIT - SPOUSE RETRAINING BENEFIT

We will pay this benefit for an insured Spouse provided:

- (1) the Insured dies as a result of an Accident for which the policy provides coverage;
- (2) the Insured is survived by an insured Spouse; and
- (3) such Spouse:
  - (a) enrolls within one year of the Insured's death, in an accredited school;
  - (b) enrolls for the purpose of training or refreshing skills for employment; and
  - (c) incurs expenses from such school.

Payments will be made for the expense actually incurred for such training:

- (1) within one year of the first training or refresher course session; and
- (2) up to the Spouse Retraining Benefit.

The Spouse Retraining Benefit is equal to 5% of the Insured's Principal Sum or \$5,000, whichever is less.

## DESCRIPTION OF BENEFITS

### **BENEFIT - INCREASED DISMEMBERMENT BENEFITS - DEPENDENT CHILD**

We will pay the percentage of the Principal Sum set opposite the loss in the table below for an Insured child who suffers a dismemberment, paralysis, or loss of sight, speech or hearing for which the policy provides coverage. This Benefit is in addition to any benefits paid under ABenefits for Accidental Death, Dismemberment, Loss of Sight, Speech and Hearing, or Paralysis for the same loss.

Loss

Loss of both hands.....	100%
Loss of both feet.....	100%
Loss of entire sight of both eyes.....	100%
Loss of one hand and one foot.....	100%
Loss of one hand and entire sight of one eye .....	100%
Loss of one foot and entire sight of one eye.....	100%
Loss of speech and hearing (both ears) .....	100%
Quadriplegia (total paralysis of both upper and lower limbs) .....	100%
Paraplegia (total paralysis of both lower limbs).....	50%
Loss of one hand.....	50%
Loss of one foot.....	50%
Loss of entire sight of one eye.....	50%
Loss of speech .....	50%
Loss of hearing (both ears).....	50%
Hemiplegia (total paralysis of upper and lower limbs on one side of body) .....	50%
Loss of thumb and index finger of the same hand.....	25%

This Benefit is subject to the following:

- (1) If the insured child dies within 90 days of the same Accident due to injuries sustained in the same Accident, the total benefits paid and/or payable for such child under the policy for such child will not exceed his Principal Sum.
- (2) If more than one Loss as stated above is suffered from the same Accident, we will pay the Increased Dismemberment Benefit on the suffered Loss to which the largest amount applies.
- (3) In no event will the benefit payable for such loss under all benefits of the policy exceed \$50,000.



## DESCRIPTION OF BENEFITS

### BENEFIT - REPATRIATION

We will pay the Eligible Expenses incurred:

- (1) for returning a Covered Person to his place of residence in his home country; and
- (2) if he dies as a result of a covered Injury
- (3) while outside his home country;
- (4) while he is covered under the Policy; and
- (5) up to the Maximum Benefit Amount of \$5,000.

Expenses that are covered include, but are not limited to:

- (1) The cost of embalming; and
- (2) Coffin and transportation of the body.

## DESCRIPTION OF BENEFITS

### **BENEFIT - MEDICAL EVACUATION EXPENSE**

We will pay the Eligible Expenses incurred:

- (1) following a covered Injury; and
- (2) for emergency evacuation required by the Covered Person; and
- (3) while he is outside his home country; and
- (4) if the Covered Person's Doctor determines that adequate medical treatment is not locally available; and
- (5) up to the Maximum Benefit Amount of \$50,000.

Benefits are payable for:

- (1) Charges for medical services required for evacuation to the nearest adequate medical facility; and
- (2) Charges for escort services required by the Covered Person, if he is disabled and an escort is recommended in writing by his Doctor; and
- (3) ambulance services to the nearest airport and air ambulance upon departure; and
- (4) special air transportation costs to return the Covered Person to his home country, if his Doctor recommends in writing that his condition requires a stretcher, oxygen or other special medical arrangements; and
- (5) expenses above the cost of a return airfare ticket held by the Covered Person or in the absence of a ticket, the cost of an economy airfare ticket.

If services provided are covered under any Worker's Compensation, then the Covered Person shall assign to us his rights to those benefits, to the extent they are provided.

**LIFE INSURANCE COMPANY OF NORTH AMERICA**

**AMENDATORY RIDER**

This rider amends the policy or certificate to which it is attached. It takes effect and ends at the same time as the policy or certificate.

**COMA BENEFIT**

If, as a result of a covered accident, an Insured or covered Dependent is injured, we will pay an additional benefit if the covered person becomes Comatose within 31 days of the accident, and remains Comatose beyond the Waiting Period.

A person is considered "Comatose" or in a Coma, if he is in a profound stupor or state of complete and total unconsciousness, as the result of an accident.

The "Waiting Period" is the 31-day period from the date the Insured or Covered Dependent person becomes Comatose.

We will pay this benefit at the rate of 1% of the Covered Person's Principal Sum per month from the end of the Waiting Period. We will cease payment on the earliest of:

- a. the end of the month in which the Covered Person dies;
- b. the end of the 11th month for which this benefit is payable;
- c. the end of the month in which the Covered Person recovers from the coma.

If the Covered Person:

- a. dies as a result of the covered accident while this Coma Benefit is payable; or
- b. remains Comatose after this Coma Benefit is payable for 11 straight months,

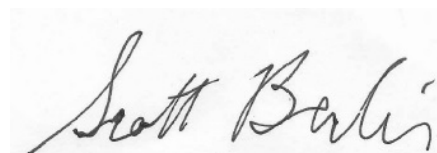
we will pay a lump sum benefit equal to the Principal Sum payable under the policy for Accidental Death reduced by the amount of any Accidental Dismemberment, loss of sight, speech or hearing, or paralysis benefits paid to the covered person for the loss caused by the covered accident. In this event, benefits will not be paid under the policy for Accidental Death.

**ADDITIONAL EXCLUSIONS**

In addition to the General Exclusions of the policy, the following exclusion is added: Benefits will not be paid for loss covered by or resulting from sickness, disease, bodily infirmity or medical or surgical treatment thereof, or bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily injury or accidental food poisoning.

Except for the above, all other terms and conditions shall remain unchanged.

**LIFE INSURANCE COMPANY OF NORTH AMERICA**



Scott Berlin, President

## AMENDATORY RIDER

This rider amends the policy or certificate to which it is attached. It takes effect and ends at the same time as such policy or certificate.

### CHILD CARE CENTER BENEFIT

We will pay this benefit if the Insured Employee:

- a) has elected coverage for his dependent children; and
- b) dies as a result of a covered accident; and
- c) is survived by a dependent child who:
  - 1) on the date of the covered accident was enrolled in a legally licensed Child Care Center; or
  - 2) is enrolled in a legally licensed Child Care Center within 365 continuous days from the date of the covered accident; and
  - 3) is under 7 years old.

The Child Care Center Benefit is payable for each child who qualifies:

- a) in an amount up to 5% of the Insured Employee's Principal Sum, but not more than \$5,000 per year; and
- b) only while the dependent child continues to be enrolled in a legally licensed Child Care Center.

We will pay this benefit once a year for not more than four years, or until the dependent child enters the first grade, whichever happens first.

If, at the time of the accident, coverage for a dependent child is in force, but there is no dependent child who qualifies, we will pay an additional benefit of \$1,500 to the Insured's designated beneficiary

This benefit will be payable to the surviving spouse, if the spouse has custody of the child. If there is no surviving spouse, or the child does not live with the spouse, then the benefit will be paid to the child's legally appointed guardian.

"Child Care Center" means a facility which:

- a) is licensed, is run according to law, including laws and regulations applicable to child care facilities; and
- b) provides care and supervision for children in a group setting, on a regular, daily basis.

A Child Care Center does not include: a) a hospital; or b) the child's home; or c) care provided during normal school hours while a child is attending grades one through twelve.

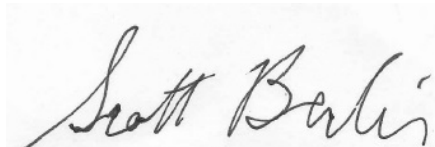
At the end of each twelve-month period following the Insured's death, we will reimburse the claimant.

Bills must be submitted to us at the end of the twelve-month period. A twelve-month period starts:

- a) when the dependent child enters a Child Care Center for the first time after the Insured's death; or
- b) on the first of the month following the Insured's death, if the dependent child was enrolled in a Child Care Center before the Insured's death.

No other policy provision or condition is changed in any way by this rider.

## LIFE INSURANCE COMPANY OF NORTH AMERICA



Scott Berlin, President

## LIFE INSURANCE COMPANY OF NORTH AMERICA

Policyholder: COUNTY OF LOS ANGELES  
Policy Number: OK 819451

Amendment Effective Date: January 1, 2002  
Applicable to Class(es): 1

### AMENDATORY RIDER

This Rider amends the Policy or Certificate to which it is attached. It takes effect on the date shown above, and ends on the date the Policy ends, unless the Policy is amended otherwise.

### BRAIN DAMAGE BENEFIT RIDER

This Rider applies only to Accidents that occur on or after the Amendment Effective Date shown above. It is subject to all of the provisions, limitations, and exclusions of the Policy, except as they are specifically modified by this Rider.

**Brain Damage Benefit.** We will pay a benefit under this Rider when a Covered Person sustains Brain Damage as the result of a covered Accident. This benefit will be payable if:

- (A) Brain Damage begins within 60 days of the Accident;
- (B) the Covered Person is hospitalized for at least 7 days within the first 60 days following the Accident;
- (C) Brain Damage continues for 12 consecutive months; or
- (D) a Physician determines the Brain Damage is permanent, complete and irreversible at the end of the 12 consecutive months.

The amount payable under this Rider will be 100% of the Covered Person's Principal Sum available under the Accidental Death and Dismemberment Benefit provided under the Policy. We will pay this amount in one lump sum during the 13th month following the date of the Accident if Brain Damage continues longer than 12 consecutive months.

The amount payable will not exceed the Principal Sum for the Covered Person whose Accident is the basis of the claim. The Brain Damage Benefit payable under this Rider plus any other benefits payable as the result of the same Accident will in no event exceed the Principal Sum available to the Covered Person under the Policy due to the same Accident.

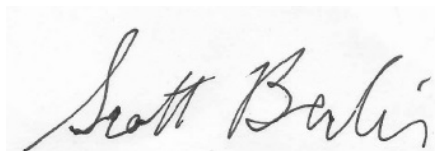
With respect to the benefits payable under this Rider, the following definitions apply:

**Brain Damage** means physical damage to the brain which causes the complete inability to perform all the substantial and material functions and activities normal to everyday life.

**Physician** means a licensed doctor practicing within the scope of his or her license and rendering care and treatment that is appropriate for the condition and locality. The term does not include an employee, an employee's spouse, the immediate family (including parents, children, siblings or spouses of any of the foregoing, whether the relationship derives from blood or marriage), of an employee or spouse, or a person living in the employee's household.

All other terms and conditions of the Policy and Certificate shall remain unchanged.

**LIFE INSURANCE COMPANY OF NORTH AMERICA**

A handwritten signature in cursive script that reads "Scott Berlin". The signature is written in black ink on a light-colored background.

Scott Berlin, President

**LIFE INSURANCE COMPANY OF NORTH AMERICA**

**AMENDATORY RIDER**

This rider amends the policy or certificate to which it is attached. It takes effect and expires at the same time as the policy or certificate.

In consideration of the premium, the following benefit is added:

**DISFIGUREMENT COVERAGE**

If, as a result of a covered Accident, a Covered Person is:

- a) disfigured; or
- b) scarred from second-degree or higher burns,

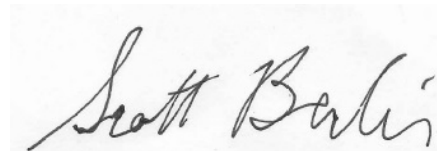
we will pay the actual medical expenses required for reconstructive or cosmetic surgery, up to a Maximum of \$100,000.

**Limitations**

In addition to the general Policy Exclusions elsewhere in the policy, benefits will not be paid under this Disfigurement Benefit Rider for charges for eligible expenses that exceed the Maximum Benefit Amount shown above.

Except for the above, this rider does not change the policy or certificate in any way.

**LIFE INSURANCE COMPANY OF NORTH AMERICA**

A handwritten signature in black ink that reads "Scott Berlin". The signature is written in a cursive, flowing style.

Scott Berlin, President

## EXCLUSIONS

Benefits will not be paid for a Covered Person's loss which:

- (1) is caused by or results from his own:
  - (a) intentionally self-inflicted Injury, suicide or any attempt thereat (in Missouri this applies only while sane);
  - (b) commission or attempt to commit a felony;
  
- (2) is caused by or results from:
  - (a) declared or undeclared war or act of war;
  - (b) an Accident which occurs while the Covered Person is on active duty service, for more than 30 days, in any Armed Forces. Send us proof of service. We will refund any premium paid for this time. (Reserve or National Guard active duty for training is not excluded unless it extends beyond 31 days.);
  - (c) travel or flight (including getting in or out, on or off) any aircraft or device which can fly above the earth's surface, if the aircraft or device is being used:
    - (i) for test or experimental purposes; or
    - (ii) by or for any military authority. (Aircraft flown by the U.S. Airlift Command (MAC) or similar service of another country are not excluded); or
    - (iii) for travel, or is designed for travel, beyond the earth's atmosphere; or
  - (d) sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily injury or accidental food poisoning.



## **CERTIFICATE PROVISIONS**

### **ENTIRE CONTRACT; CHANGES**

The policy, the application of the Policyholder, endorsements, riders and attached papers constitute the entire contract between the parties. If an application of an Insured is required, the application of any Insured, at our option, may also be made a part of the contract.

All statements made by the Policyholder or by a Covered Person are deemed representations and not warranties. No such statement will cause us to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is or has been furnished to such person; or, in the event of his death or incapacity, his beneficiary or representative. After two years from the Covered Person's effective date of coverage, no such statement, except in the case of fraud or with respect to eligibility for coverage, will cause such coverage to be contested.

No change in the policy will be valid until approved by one of our executive officers. This approval must be endorsed on or attached to the policy. No agent may change the policy or waive any of its provisions.

### **WORKERS' COMPENSATION INSURANCE**

The policy is not in lieu of and does not affect any requirement for coverage under any Workers' Compensation Insurance.

### **CONFORMITY WITH STATE STATUTES**

Any provision of the policy in conflict, on the Policy Effective Date, with the laws of the state where it is delivered, is amended to conform to the minimum requirements of such laws.

## **CERTIFICATE PREMIUM PROVISIONS**

### **GRACE PERIOD**

A grace period of not less than 31 days is granted for each premium due after the first. Coverage will stay in force during this period unless notice has been sent, in accordance with the POLICY TERMINATION provision, of the intent to terminate coverage under the policy. Coverage will end if the premium is not paid by the end of the grace period.

### **CHANGES IN RATES**

We have the right to change the premium rates on any premium due date:

- (1) after the first 12 months the policy is in effect;
- (2) coinciding with a change in the coverage provided or classes eligible; or
- (3) coinciding with a change in the risks we have assumed.

We will give 180 days written notice of any change under (1) above. Notice will be sent to the Policyholder's most recent address in our records.

## **CLAIM PROVISIONS**

### **NOTICE OF CLAIM:**

Written notice must be given to us within 30 days (Kentucky: 60 days) after a covered loss occurs or begins or as soon as reasonably possible. Notice can be given at our home office at Philadelphia, Pennsylvania or to our agent. Notice should include the Policyholder's name and number and the Insured's name and address.

### **CLAIM FORMS:**

When we receive the notice of claim, we will send forms for filing proof of loss. If claim forms are not sent within 15 days after notice is given, the proof requirements will be met by submitting, within the time required under PROOF OF LOSS, written proof of the nature and extent of the loss.

### **PROOF OF LOSS:**

Written proof of loss must be furnished to us at our home office in case of claim for loss for which the policy provides periodic payment contingent upon continuing loss within 90 days after the end of the period for which we are liable. Written proof that the loss continues must be furnished to us at intervals required by us.

In case of claim for any other loss, proof must be furnished within 90 days after the date of such loss.

If that is not reasonably possible, we will not deny or reduce any claim if proof is furnished as soon as reasonably possible. Proof must, in any case, be furnished not more than a year later, except for lack of legal capacity.

### **TIME OF PAYMENT OF CLAIMS:**

Benefits due under the policy for a loss, other than a loss for which the policy provides installments, will be paid immediately upon receipt of due written proof of such loss.

Subject to due written proof of loss, all accrued benefits for loss for which the policy provides installments will be paid Monthly; any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof, unless otherwise stated in the Description of Benefits.

## CLAIM PROVISIONS (continued)

### PAYMENT OF CLAIMS:

Benefits for the Insured's loss of life will be paid to the beneficiary named in our records. The benefits can be paid in one sum or, at the Insured's written request, in accordance with one of our settlement plans. If the Insured has not requested any settlement plan, the beneficiary can do so in writing after the Insured's death. If there is no named beneficiary or surviving beneficiary, the Insured's loss of life benefits will be paid in one sum to the first surviving class of the following:

- (1) spouse;
- (2) child or children;
- (3) mother or father;
- (4) sisters or brothers; or
- (5) the estate;

of the Insured.

If we are to pay benefits to the estate or to a person who is incapable of giving a valid release, we may pay up to \$1,000 to a relative by blood or marriage whom we believe is equitably entitled. This good faith payment satisfies our legal duty to the extent of that payment.

Any other accrued benefits which are unpaid at the Insured's death may, at our option, be paid either to his beneficiary or to his estate. All other benefits, unless specifically stated otherwise, will be paid to the Insured.

### CHANGE OF BENEFICIARY:

The Insured can change the beneficiary at any time by giving us written notice. The beneficiary's consent is not required for this or any other change which the Insured may make unless the designation of beneficiary is irrevocable.

### PHYSICAL EXAMINATION AND AUTOPSY:

We will pay the cost and have the right to have the Covered Person examined as often as reasonably necessary while the claim is pending. We can have an autopsy made at our expense unless prohibited by law. (Autopsies are not permitted in Massachusetts, Mississippi and South Carolina.)

### LEGAL ACTIONS:

No action at law or in equity shall be brought to recover benefits under the policy less than 60 days after written proof of loss has been furnished as required by the policy. No such action shall be brought more than 3 years (Kansas: 5 years; South Carolina: 6 years) after the time written proof of loss is required to be furnished.

## CONVERSION PRIVILEGE

### WHO MAY CONVERT:

The Conversion Privilege set forth below is given to:

- (1) A former Insured, under age 70, whose coverage ends under the group policy because:
  - (a) the group policy terminated; or
  - (b) he ceased to be a member of an Eligible Class for reasons other than age or involuntary termination of employment; or
- (2) A former insured Spouse, under age 70, whose coverage ends under the group policy for any reason except age.

### CONVERSION PRIVILEGE:

A former Covered Person, described in (1) or (2) above, may convert his insurance under the group policy to accidental death and dismemberment conversion coverage within 31 days of termination without proof of insurability.

The conversion coverage may exclude the hazards or conditions which apply to the terminated coverage. It may not include all benefits provided under this group policy.

If the Insured has assigned his rights under the policy, the owner must apply for the converted coverage.

To convert, the Insured must, within 31 days after termination:

- (1) make written application; and
- (2) pay the first premium.

The amount of the conversion coverage will be equal to the amount of his coverage under the group policy, rounded to the nearest \$1,000, if not already a multiple thereof; subject to:

- (1) a minimum of \$25,000; and
- (2) a maximum of \$250,000.

If coverage was in effect for the former Insured's Spouse and/or Dependent Children immediately prior to termination of the Insured's coverage, the Insured may also convert their accidental death and dismemberment coverage.

The conversion coverage will take effect, subject to payment of the first premium, for a former Covered Person, on the later of:

- (1) the date his coverage under the group policy terminates; or
- (2) the date he applies for conversion coverage.

Premium for the conversion coverage will be based on:

- (1) the age and the class of risk to which the former Covered Person belongs;
- (2) the form and amount of coverage issued.

Payment under the converted policy for a loss also covered by the group policy will be reduced by the amount of benefits paid under the group policy.

### PRIOR CONVERSION LIMITATION:

If a person:

- (1) has existing conversion coverage pursuant to a CONVERSION PRIVILEGE in a group policy issued by us; and
- (2) again becomes insured under a group policy with us;

he will not be entitled to this Conversion Privilege unless the existing conversion coverage has terminated.

## LIFE INSURANCE COMPANY OF NORTH AMERICA

### Special Accidental Death & Dismemberment Benefits

It is agreed, as provided in Section 5.39 of the County Code, any person who is a general member of the Los Angeles County Employees Retirement Association who was employed by the County on December 30, 1982, who remains in continuous service after that date and who dies or becomes disabled, and who is not eligible to receive Social Security disability benefits or whose spouse and/or minor children are not eligible to receive Social Security benefits, solely because the County of Los Angeles withdrew from the Social Security system on December 31, 1982 will be covered for the following benefit:

Accidental Death and Dismemberment insurance equal to two times adjusted annual salary, not to exceed \$75,000 in the case of accidental death or loss of two members, and one times adjusted annual salary, not to exceed \$75,000 in the case of loss of one member. For purposes of this amendment, "adjusted annual salary", "loss", and "member" shall be defined as follows:

1. "Adjusted annual salary" means the product of an employee's monthly base rate, as defined in Title 6 of the County Code, multiplied by 12 and rounded to the next higher number which is a multiple of \$1,000 in any case where said product is not a multiple of \$1,000.
2. "Loss" with regard to hands and feet, means actual severance through or above the wrist or ankle joints, and with regard to eyes means entire and irrecoverable loss of sight.
3. "Member" means hand, foot, or eye.

This coverage will be paid for by the County of Los Angeles.

Except for the above this rider does not change the policy in any way.

**AMENDMENT TO POLICY AND CERTIFICATE  
FOR DOMESTIC PARTNER COVERAGE**

**POLICYHOLDER:** County of Los Angeles  
**POLICY NUMBER:** OK 819451  
**EFFECTIVE DATE OF THIS AMENDMENT:** January 1, 2011

As of the Effective Date of this Amendment, the Policy and Certificate specified above, including any attached riders or endorsements are amended as shown below.

- 1) Dependent Accident Insurance coverage for an Employee's Domestic Partner will be provided if the Domestic Partner meets the following criteria:

Domestic Partner means a person who is registered as the Employee's domestic partner with the California Secretary of State. If there is no domestic partner registered with the California Secretary of State, Domestic Partner means a person who meets the following criteria:

Has submitted proof of a similar legal union validly formed in another state, or submitted a signed County of Los Angeles Domestic Partner Declaration form to the County Benefits Administrator in accordance with the rules of the County's Domestic Partner Program.

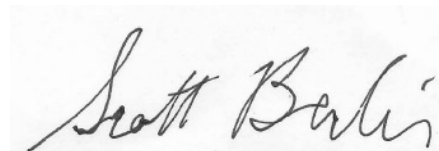
Once the above requirements are met, Insurance will be effective on the first day of the month after we receive a signed request, all required information, and the premium is paid. We reserve the right to require evidence of good health. The amount of insurance with respect to any Domestic Partner is as shown in the Schedule.

Death benefits with respect to any Domestic Partner will be payable to the beneficiary chosen by the Domestic Partner, if any; otherwise to the Employee.

(TL-007152-1.05)

- 2) All references to the term "Spouse" are deleted and replaced with "Spouse or Domestic Partner", except that under the paragraph entitled "To Whom Payable" ("Payment of Benefits" section) the term "spouse" is unchanged. The term "spouse", in this section of the Policy, does not include Domestic Partners.
- 3) The definition of "Dependents" is revised to include the children of the Employee's Domestic Partner who reside with the Employee and the Domestic Partner.

LIFE INSURANCE COMPANY OF NORTH AMERICA



Scott Berlin, President

(TL-007152-1.05)

**UNDERWRITTEN BY:  
LIFE INSURANCE COMPANY OF NORTH AMERICA  
a New York Life Insurance company**

**CLASS 01  
11/2022**

