CITY CLERK
ORIGINAL

AMENDMENT TO GROUP POLICY GL-677408 ON JULY 2, 2013 ANY CHANGES BETWEEN THIS POLICY AND THE PREVIOUSLY ISSUED POLICY ARE EFFECTIVE MAY 1, 2013. ALL OTHER TERMS, CONDITIONS AND DATES REMAIN UNCHANGED.

THE HARTFORD

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
200 Hopmeadow Street, Simsbury, Connecticut 06089
(A stock insurance company, herein called The Company)
will pay benefits according to the terms and conditions of The Policy.

Name of Policyholder: CITY OF GLENDALE

Policy Number:
GL-677408

Policy Effective Date:
July 1, 2008

Place of Delivery:
Arizona

Anniversary Date:
July 1 of each year, beginning in 2014

Premium Due Dates:
Monthly, on the first day of each policy month

Signed for The Company:

Terence Shields, ***Secretary***

Ronald R. Gendreau, ***President***

THIRTY DAY RIGHT TO EXAMINE POLICY

The Company urges you to examine this Policy closely. If you are not satisfied with it, you may send it back to The Company for any reason within 30 days after the date you receive it If so returned, your insurance will be canceled, and any premium paid will be refunded in full.

Countersigned by ....
Licensed Resident Agent or Registrar

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SCHEDULE OF INSURANCE

The Schedule(s) of Insurance for The Policy benefits listed below are shown in the Certificate(s) of Insurance, as incorporated into The Policy.

1) Basic Life Insurance
2) Supplemental Life Insurance
3) Dependent Life Insurance
4) Accidental Death and Dismemberment Benefit

The Schedule(s) of Insurance will address the:

1) benefit amounts and maximum limits;
2) eligibility and effective date requirements; and
3) other schedule amounts and limits;

which apply to the employees of the Policyholder.

PREMIUM PROVISIONS

Initial Monthly Premium Rates
The initial monthly premium rates to be charged for employee coverage and/or child/spouse coverage, if applicable, are shown on the following page(s).

The first premium is due and payable on the effective date of The Policy. Subject to The Policy's grace period provision, all premiums after the first must be paid when or before they are due

Premiums are based on the employee's age on his or her effective date and on each Policy Anniversary date thereafter.

Premiums are based on the Spouse's age on his or her effective date and on each Policy Anniversary date thereafter.

The Initial Monthly Premium Rates may be converted as follows.

To Convert Rates to:	Use a Conversion Factor of:
-- annual rates	11.8227
-- semi-annual rates	5.9557
-- quarterly rates	2.9852

Grace Period
The Company will allow the Policyholder a 60 day grace period for the payment of all premiums after the first. During this 60 day period, The Policy will stay in force. If the owed premium is not paid by the 60th day, The Policy will automatically terminate. If the Policyholder gives The Company written advance notice of an earlier cancellation date, The Policy will terminate on the earlier date Premium is due for each day The Policy is in force.

Monthly Premium Rate Guarantee
Initial Monthly Premium rates are guaranteed as follows:

Benefit	Rate Guarantee Period
Basic Life Insurance	until July 1, 2011
Supplemental Life Insurance	until July 1, 2011
Basic Dependent Life Insurance	until July 1, 2011
Supplemental Dependent Life Insurance	until July 1, 2011
Basic Accidental Death and Dismemberment Benefit	until July 1, 2011
Supplemental Accidental Death and Dismemberment Benefit	until July 1, 2011

Subject to the Rate Guarantee Period shown above, The Company has the right to change premium rates on any premium due date if:

1) written notice is delivered to the Policyholder's last address on record, and
2) the change is effective at least 31 days after the date of notice.

The Rate Guarantee Period supersedes only those provisions appearing elsewhere in this Policy which give The Company the right to change the premium rates, and then, only for the period of time for which the rates are guaranteed. However, The Company may change the premium rates during the Rate Guarantee Period if there is a change in The Policy, or if there is a 10% increase or decrease in the number of insured Employees, or if the Policyholder adds or deletes a subsidiary or affiliated business entity. The Company may also change the premium rates during the Rate Guarantee Period if there has been a material misstatement in the reported experience during the pre-sale process. The Rate Guarantee Period in no way affects, amends or supersedes any other provision in The Policy.

PREMIUM PROVISIONS

Calculation
Premiums may be calculated by multiplying the rate times the applicable number of units of coverage.

If any insurance is added, increased or becomes effective after The Policy is in force, the premium charges will begin on:
1) the day the coverage is effective, if it is also the first day of a policy month; or
2) the first day of the next policy month

For insurance which is terminated, premium charges will stop as of the first day of the next policy month.

Premiums may be calculated by any other method which both The Company and the Policyholder agree to in writing.

Premium Payments
Premium payments are due and payable in full to a place designated by The Company or, with respect to the initial premium payment, premium payments may be made to an authorized agent of The Company. The pre-payment of premiums for a particular period by the Policyholder is not a guarantee that The Policy will remain in force.

PREMIUM SCHEDULE

Basic Life Insurance: $.10 per $1,000

Supplemental Life Insurance: For each $1,000 of Supplemental Life Insurance the monthly premium rate shall be determined in accordance with the employee's age as follows:

Employee Age	Rate
Less than 25	$.08
25 - 29	$.08
30 - 34	$.09
35 - 39	$.10
40 - 44	$.17
45 - 49	$.27
50 - 54	$.45
55 - 59	$.71
60 - 64	$1.04
65 - 69	$1.54
70 - 74	$2.39
75 or over	$2 39

Basic Dependent Life Insurance: $.28 per Dependent unit

Supplemental Dependent Life Insurance:

Spouse: For each $1,000 of Supplemental Dependent Life Insurance the monthly premium rate shall be determined in accordance with the Spouse's age as follows:

Spouse Age	Rate
Less than 25	$.06
25 - 29	$.06
30 - 34	$.07
35 - 39	$.08
40 - 44	$ 15
45 - 49	$.25
50 - 54	$.43
55 - 59	$.69
60 - 64	$1.02
65 - 69	$1.52
70 - 74	$1.52
75 or over	$1.52

Child(ren): $.76 per child unit

Basic Accidental Death & Dismemberment and Loss of Sight Benefit: $.02 per $1,000

Supplemental Accidental Death & Dismemberment and Loss of Sight Benefit: $.02 per $1,000

POLICY PROVISIONS

Entire Contract
The contract between the parties consists of:
1) The Policy;
2) any Certificate(s) of Insurance incorporated and made a part of The Policy;
3) any riders issued in connection with such Certificate(s) of Insurance;
4) the Policyholder's application, if any, a copy of which is attached to and made a part of The Policy when issued, and
5) any individual application submitted by the Employee and accepted by The Company in connection with The Policy.

All statements made by the Policyholder or persons insured under The Policy will be deemed representations and not warranties. No statement made to affect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary or personal representative.

Incontestability
Except for non-payment of premium, the insurance provided by The Policy cannot be contested after such insurance has been in effect for a period of 2 years.

Changes
The Company reserves the right to make changes in The Policy, after The Policy has been in force for 12 months. The Company will give the Policyholder 31 days advance written notice of any change. No agent has authority to change or waive any part of The Policy. To be valid, any change or waiver must be in writing, approved by one of our officers and made a part of The Policy.

Clerical Error
Clerical error (whether by the Policyholder, the Plan Administrator, or The Company) in keeping the records having to do with The Policy, or delays in making entries on the records, will not void the insurance of any person if that insurance would otherwise have been in effect. A clerical error will not extend the insurance of any person if that insurance would otherwise have ended or been reduced as provided by The Policy. When a clerical error is found, premiums and benefits will be adjusted based on the true facts and The Policy.

Conformity with Law
If any provision of The Policy is contrary to the law of the jurisdiction in which it is delivered, such provision is hereby amended to conform to that law. If any change to state or federal law, including but not limited to the Federal Social Security Act, affects The Company's liability under The Policy, The Company may change The Policy, the premiums or both. Such change:
1) will be effective as of the date of the change to the state or federal law; and
2) will not be made until The Company gives the Policyholder 31 days notice.

Termination of Policy
The Company may terminate The Policy for the following reasons by giving the Policyholder 31 days written notice:
1) the Policyholder fails to furnish any information which The Company may reasonably require;
2) the Policyholder fails to perform any of its other obligations pertaining to this Policy;
3) Less than 100% of the persons eligible for coverage on a Non-contributory basis are insured;
4) Less than 25% of the persons eligible for coverage on a Contributory basis are insured; or
5) Fewer than 10 persons are insured.

In addition, The Company may terminate this Policy on any premium due date after The Policy has been in force for 12 months by providing 31 days written notice. If The Policy is terminated, the Policyholder is responsible for providing notice to insureds of their right to convert under The Policy.

The Company reserves the right to terminate Dependent Life Insurance Benefits on any premium due date on which:
1) there are fewer than 10 persons insured for Dependent coverage, or
2) less than 25% of the persons eligible for Dependent coverage on a Contributory basis are insured.

The Company shall give the Policyholder 31 days notice of its intent to terminate the Dependent Life Insurance Benefit.

POLICY PROVISIONS

Certificate(s) of Insurance
The Company will give individual Certificate(s) of Insurance to:
1) the Policyholder; or
2) any other person according to a mutual agreement among the other person, the Policyholder, and The Company;

for delivery to persons covered under The Policy and which will explain the important features of The Policy.

Data To Be Furnished
The Policyholder, or any other person designated by the Policyholder, will give The Company all information The Company needs regarding matters pertaining to the insurance. At any reasonable time while The Policy is in force and for 12 months after that, The Company may inspect any of the Policyholder's documents, books, or records which may affect the insurance or premiums of The Policy.

The Policyholder will, upon our request, give The Company:
1) the names of all persons initially eligible for coverage;
2) the names of all additional persons who become eligible for coverage;
3) the names of all persons whose amount of insurance is to be changed;
4) the names of all persons whose eligibility or insurance is terminated; and
5) any data necessary to administer the insurance provided by The Policy.

If the Policyholder gives The Company any incorrect information, the relevant facts will be determined to establish if insurance is in effect and in what amount.

No person will be deprived of insurance to which he is otherwise entitled or have insurance to which he is not entitled, because of any misstatement of fact by the Policyholder. Any required adjustment may be made in premiums or benefits.

Right to Audit
The Company reserves the right to audit, once every 2 years, the Policyholder's billing records and premium accounting practices. If The Company discovers.
1) an underpayment of premium by the Policyholder, the Policyholder will be obligated to remit, in a timely manner, the underpayment amount; or
2) an overpayment of premium, The Company will return any overpayment amount in a timely manner;

for the previous 2 year period.

Not in Lieu of Worker's Compensation
This Policy does not satisfy any requirement for worker's compensation insurance.

Time Period
All periods begin and end at 12:01 A M , standard time, at the Policyholder's address.

Disclosure of Fees
The Company may reduce or adjust premiums, rates, fees and/or other expenses for programs under The Policy.

Disclosure of Services
In addition to the insurance coverage, The Company may offer noninsurance benefits and services to Active Employees.

INCORPORATION PROVISION

The Certificate(s) of Insurance listed below are attached to, incorporated in and made a part of, The Policy.

Certificate(s) of Insurance
Form GBD-1100 (10/08) (677408) 1.26

Form GBD-1100 (10/08) (677408) 2.31

The provisions found in the Certificate(s) of Insurance will address the benefit plan, period of coverage, exclusions, claims and other general policy provisions pertaining to state insurance law requirements.

CITY OF GLENDALE, an Arizona municipal corporation

Brenda S. Fischer, City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
P.O. Box 2999
Hartford, CT 06104-2999
NAIC Number 70815

Hartford Life

GROUP INSURANCE APPLICATION

Application is hereby made to Hartford Life and Accident Insurance Company ("HLA") on the basis of the information contained in this application, the group risk specifications, the enrollment data, and available experience data. The application in its entirety, and any required additional information, is subject to Home Office approval before insurance can become effective.

If this application is approved by HLA's Home Office, it will be attached to and made part of the Group Policy(ies). Insurance will become effective on the requested effective date shown below, unless HLA sends written notice of a different effective date.

If this application is not approved by HLA's Home Office, no insurance is in effect at any time, and any deposit premium HLA has received will be returned.

This application is made with the following deposit premium. The premium amount is estimated, as the amount due for the first month, and will be applied toward the first premium on the proposed Group Policy(ies): $ NA

If any insurance requires employee contributions, any underwriting requirements for enrollment must be met before insurance can become effective.

Requested effective date: 7/1/08

Coverages being applied for:

☑ Life ☑ AD&D ☐ Short Term Disability ☐ Long Term Disability]

☑ Other: Voluntary Life and AD&D

[W-2 Services Option (for Short Term Disability and Long Term Disability coverage only)

☐ Option 1: Withhold state and federal income taxes, and the employee's portion of FICA. Prepare and file W-2 Forms.

☐ Option 2: Withhold federal income taxes, and the employee's portion of FICA. Applicant waives W-2 Forms services.

A detailed description of the W-2 services elected by applicant pursuant to this application will be sent to the applicant via mail. Such services will be performed in accordance with the above election and established standard procedures.]

Are there any companies that are subsidiaries or affiliates of the applicant, which are also to be insured? If yes, please furnish a listing, giving the name, address, effective date of coverage, and number of employees for each such company. ☐ Yes ☒ No

[Is the benefit plan, for which insurance is being requested, subject to the requirements of the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended? ☐ Yes ☒ No

If yes, identify the Plan Number: _____]

Sales Representative for HLA: Gary Robbins

Regional Office: Phoenix

Name of Agent/Broker: Buck Consutants/JoAnn Cipiti

For Applicant: City of Glendale

Legal Name of Entity

L. Sierra

Signature

Lupe Sierra, Dep. H.R. Director

Name and Title of Authorized Signer

3-25-2008

[redacted]

Employer Tax ID No.

GR-12100-0 HLA (L/D)

Please see the enclosure for important information on disclosure