

# YOUR GROUP LIFE INSURANCE PLAN

## COUNTY OF SAN JOAQUIN

Executive (Unrepresented), Senior Management  
(Unrepresented), Confidential (Unrepresented), Exempt  
(Unrepresented), Middle Management, Sheriff's Management,  
Sheriff Sergeants, Correctional Sergeants (subset of employees  
within the Correctional Officers unit), Deputy Sheriff's (Sheriff's  
Non-Management)

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B-7878 (11-20)

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**IF YOU HAVE A QUESTION ABOUT YOUR POLICY, IF YOU NEED ASSISTANCE WITH A PROBLEM, OR IF YOU HAVE QUESTIONS ABOUT A CLAIM, YOU MAY WRITE OR CALL US AT:**

**ReliaStar Life Insurance Company**

**P.O. Box 20**

**Minneapolis, Minnesota 55440**

**Telephone Number: (800) 955-7736**

**YOU WILL NEED TO PROVIDE YOUR POLICY NUMBER WITH ANY COMMUNICATION.**

**IF YOU DO NOT REACH A SATISFACTORY RESOLUTION AFTER HAVING DISCUSSIONS WITH US, OR OUR AGENT OR REPRESENTATIVE, OR BOTH, YOU MAY CONTACT THE FOLLOWING UNIT WITHIN THE DEPARTMENT OF INSURANCE THAT DEALS WITH CONSUMER AFFAIRS:**

**California Department of Insurance  
Consumer Communications Bureau  
300 South Spring Street, South Tower  
Los Angeles, California 90013**

**Outside Los Angeles: 1-800-927-HELP (1-800-927-4357)**

**Los Angeles: (213) 897-8921**

**Web Site: [www.insurance.ca.gov/01-consumers/101-help](http://www.insurance.ca.gov/01-consumers/101-help)**

**RELIASTAR LIFE INSURANCE COMPANY**  
**Minneapolis, Minnesota 55440**

ReliaStar Life Insurance Company (ReliaStar Life) certifies that it has issued the Group Policy listed below to the Policyholder. All benefits are controlled by the terms and conditions of the Group Policy.

The Group Policy is on file in the Policyholder's office. You may look at the Group Policy there.

ReliaStar Life also certifies that the person named below is insured under the Group Policy.

31640-7GAT

Public Risk Innovation, Solutions and Management ("PRISM")

\*If you are actively at work on the effective date. If you are not, your insurance is effective on the date you return to active work.

The insurance included in this certificate applies to you only if you have elected and are insured for it.

Your beneficiary is the last beneficiary you named, according to the records on file in ReliaStar Life's Home Office or on file with the Plan Administrator, if applicable. You may change your beneficiary any time, according to the terms of the Group Policy.

The certificate summarizes and explains the parts of the Group Policy which apply to you. This certificate is not an insurance policy. In any case of differences or errors, the Group Policy rules.

This certificate replaces any other certificates ReliaStar Life may have given you under the Group Policy.

A handwritten signature in black ink that reads "Julie Nelson". The signature is written in a cursive style and is positioned above a horizontal line.

Registrar

## SCHEDULE OF BENEFITS

### Basic Life Insurance (Non-Contributory)

Class	Amount of Life Insurance*
Employees with 1 year but less than 3 years of service	\$1,000
Employees with 3 years but less than 5 years of service	\$3,000
Employees with 5 years but less than 10 years of service	\$5,000
Employees with 10 or more years of service	\$10,000

\*Your amount of Basic Life Insurance will decrease to 50% on your 70th birthday.

### Additional Life Insurance, Accidental Death and Dismemberment (AD&D) Insurance (Non-Contributory)

Class	Amount of Life Insurance	Full Amount of AD&D Insurance
Deputy Sheriff's Unit Employees	\$40,000	\$80,000
Sheriff's Sergeant Employees	\$50,000	\$100,000
Middle Management and Sheriff's Management Employees	1 times your Basic Yearly Earnings not to exceed a maximum of \$50,000	2 times your Basic Yearly Earnings not to exceed a maximum of \$100,000
Unrepresented Employees – Executive, Senior Management, Confidential	1 times your Basic Yearly Earnings not to exceed a maximum of \$75,000	2 times your Basic Yearly Earnings not to exceed a maximum of \$150,000
Correctional Sergeants	\$50,000	\$100,000

## SCHEDULE OF BENEFITS

**Basic Yearly Earnings** – the yearly salary or wage you receive for work done for the Policyholder. It does not include bonuses, commissions or overtime pay. To determine benefits, your amount of insurance is rounded to the nearest \$1,000 multiple unless the amount equals a multiple of \$1,000.

### **Supplemental Life Insurance, Accidental Death and Dismemberment (AD&D) Insurance (Contributory)**

<b>Class</b>	<b>Amount of Life Insurance</b>	<b>Full Amount of AD&amp;D Insurance</b>
All eligible Executive, Exempt, Confidential	\$25,000 to \$200,000	\$25,000 to \$200,000
Senior Management, Sheriff's Sergeant, Middle Management, Sheriff's Management, Deputy Sheriff's	in \$25,000 increments	in \$25,000 increments
Unit Employees, and Correctional Sergeants		

The amount of Supplemental AD&D Insurance elected must equal the elected amount of Supplemental Life Insurance.

### **Accelerated Death Benefit**

This benefit is equal to 50% of your amount of Life Insurance in force, or \$100,000, whichever is less. This benefit is available to employees only.

Employees must have at least \$10,000 in Life Insurance coverage in force to qualify for this benefit.

## **SCHEDULE OF BENEFITS**

### **Supplemental Life and AD&D Insurance Continued under the Portability Option**

The amount of your Supplemental Life Insurance that can be continued is limited to the amount of your Supplemental Life Insurance on the date you elect portability. You may elect to continue a lesser amount based on the amounts available to active employees.

The amount of your Supplemental AD&D Insurance that can be continued is limited to the amount of your Supplemental Life Insurance that is continued. You must elect portability of your Supplemental Life Insurance in order to continue your Supplemental AD&D Insurance.

Any reductions in coverage due to age will apply to all coverage continued under the portability option.

## SCHEDULE OF BENEFITS

### Proof of Good Health

Proof of good health is required for amounts in excess of the limits described below. Coverage is subject to the Group Policy's proof of good health requirements that are in force on the effective date of coverage.

Any increase to coverage is subject to the Group Policy's proof of good health requirements that are in force on the effective date of the increase.

For proof of good health, a completed Evidence of Insurability form must be submitted to ReliaStar Life for approval.

<b>Employee-Basic Life Insurance</b>	<b>Limit without Proof</b>
• Initial eligibility...	\$10,000
• Increases due to salary, job or class changes, that combined with existing coverage do not exceed \$10,000...	Amount of the increase

<b>Employee-Additional Life Insurance</b>	<b>Limit without Proof</b>
• Initial eligibility...	\$75,000
• Increases due to salary, job or class changes, that combined with existing coverage do not exceed \$75,000...	Amount of the increase

<b>Employee-Supplemental Life Insurance</b>	<b>Limit without Proof</b>
• Application for new coverage within 31 days after the date you become eligible for insurance...	\$100,000
• Application for new coverage more than 31 days after the date you become eligible for insurance...	None. Proof of good health is required.
• Application for an increase to existing supplemental coverage...	None. Proof of good health is required.



## EMPLOYEE'S INSURANCE

### Eligibility

The employee is eligible on the following dates:

- For Basic Insurance, the first day of the month on or after the date the employee completes 1 year of continuous service with the Participating Employer.
- For Additional and Supplemental Insurance, the first day of the month on or after the date the employee starts continuous service with the Participating Employer.

The employee must meet the following conditions to become insured –

- Be eligible for the insurance.
- Be actively at work.
- Apply for the insurance, if the employee must pay any part of the premium.
- Give to ReliaStar Life proof of good health, which it approves, as required on the Schedule of Benefits.

### Effective Date of Employee's Insurance

Your insurance starts on the latest of the following dates:

- The date you become eligible.
- The date you return to active work if you are not actively at work on the date insurance would otherwise start. **Exception:** Your insurance starts on a nonworking day if you were actively at work on your last scheduled working day before the nonworking day.
- The date you apply for insurance, if you have to pay any part of the premium.
- The date ReliaStar Life approves your proof of good health, if proof is required.

### Effective Date of Change in Amount of Insurance

If there is an increase in the amount of your insurance, the increase will take effect on –

- the effective date of the increase, if you are actively at work on that date.
- the date you return to active work, if you are not actively at work on the date your insurance increases.
- the nonworking day on which the increase was effective, if you were actively at work on your last scheduled working day before the nonworking day.

If proof of good health is required, the increase will take effect on the later of the dates indicated above or the date ReliaStar Life approves your proof of good health.

## EMPLOYEE'S INSURANCE

A decrease in the amount of your insurance will take effect on the date of the decrease.

### **Termination of Insurance**

Your insurance stops on the earliest of the following dates:

- For coverage not continued under the portability option, the last day of the month during which you were last actively at work for the Participating Employer.
- For coverage not continued under the portability option, the last day of the month during which you are no longer eligible for insurance under the Group Policy.
- For coverage not continued under the portability option, the last day of the month during which you retire.
- For coverage continued under the portability option, the date you attain age 70.
- The date the Policyholder replaces the Supplemental Life Insurance under this plan with a similar life insurance plan through another insurance carrier, if you are actively at work for the Participating Employer on that date.
- The date the Group Policy stops.
- The date the Participating Employer stops subscribing to the agreement establishing the Public Risk Innovation, Solutions and Management ("PRISM").
- The end of the period for which you paid premiums, if you do not make the next required premium contribution when due.
- For Accelerated Death Benefit, the date your Life Insurance stops.
- For AD&D Insurance, the date your Life Insurance stops or the date Life Insurance premiums are waived under the Waiver of Life Insurance Premium Disability Benefit.

ReliaStar Life stops providing a specific benefit to you on the date that benefit is no longer provided under the Group Policy.

## EMPLOYEE'S INSURANCE

### Family and Medical Leave Act of 1993

Certain employers are subject to the FMLA. If you have a leave from active work certified by your employer, then for purposes of eligibility and termination of coverage you will be considered to be actively at work. Your coverage will remain in force so long as you continue to meet the requirements as set forth in the FMLA.

### Reinstatement

ReliaStar Life will reinstate your insurance not eligible for portability if you stop work and then return to work within 12 months. You will be eligible for insurance on the date you return to active work with the Participating Employer.

### Extension of Insurance

If you are no longer eligible for insurance because you stop active work, the Policyholder may continue your insurance. Premiums must be paid. Your insurance is continued subject to all other terms of the Group Policy.

If you stop active work because of a labor dispute, you may continue your insurance up to the **earliest** of the following dates:

- The date the total number of insured employees electing to continue coverage drops below 75%.
- The date you start work for pay or profit with any other employer.
- The end of the 6 month period following the date you stop active work.

If you stop active work because of a medical or non-medical leave of absence, temporary layoff, or the Participating Employer suspending operations, the Policyholder may continue your insurance in accordance with the employer's documented personnel practices and precluding individual selection among employees.

For Executive and Exempt Employees, if employment ends due to service, disability or deferred retirement, your Additional Non-Contributory Insurance will reduce to one times your Basic Yearly Earnings not to exceed a maximum of \$50,000 and will be continued to the end of the 60th month following the date of termination.

For Confidential and Senior Management Employees, if employment ends due to service, disability or deferred retirement, your Additional Non-Contributory Insurance will reduce to one times your Basic Yearly Earnings not to exceed a maximum of \$50,000 and will be continued through the first 12 months following the date of termination. After the 12th month, your Additional Non-Contributory Insurance will be reduced by 20% each year and will stop at the end of the 60th month following the date of termination.

## EMPLOYEE'S INSURANCE

For Sheriff's Sergeant Employees, Middle Management, Sheriff's Management, and Deputy Sheriff's Unit Employees, if employment ends due to service, disability or deferred retirement, your Additional Non-Contributory Insurance will be continued through the first 12 months following the date of termination. After the 12th month, your Additional Non-Contributory Insurance will be reduced by 20% each year and will stop at the end of the 60th month following the date of termination.

### **Portability**

Portability means you have the option to continue your Supplemental Life and AD&D Insurance if certain conditions are met. You must elect portability before you reach age 70.

To continue your insurance, you must elect portability within 31 days of the date your Supplemental Life and AD&D Insurance terminates due to the following:

- You retire or terminate employment with the Participating Employer, if coverage is in effect for active employees under the Group Policy; or
- The Policyholder terminates coverage for active employees under the Group Policy and does not replace it with a similar life insurance plan; or
- You are no longer eligible for insurance under the Group Policy; or
- All other continuation under the Group Policy ends.

In all cases, you must pay premiums directly to ReliaStar Life beginning on the first day of the month following the date you elect portability.

If your Supplemental Life and AD&D Insurance reduces due to age or a change in employment status, this is not considered a termination of insurance. Please refer to the **Conversion Rights** section for more information about conversion following reductions in coverage.

If you continued coverage under the portability option and then later become eligible for Supplemental/Optional/Voluntary Life Insurance as an active employee under a Group Policy issued by ReliaStar Life, then your amount of coverage continued under the portability option will be reduced by your amount of Supplemental/Optional/Voluntary insurance as an active employee.

## LIFE INSURANCE

### **Employee's Life Insurance**

ReliaStar Life pays a death benefit to your beneficiary if written proof is received that you have died while this insurance is in force. The death benefit is the amount of Life Insurance for your class shown on the Schedule of Benefits in effect on the date of your death.

ReliaStar Life pays the death benefit for all causes of death. However, for Supplemental Life Insurance, if you commit suicide, while sane or insane, within 2 years of the date your insurance starts, ReliaStar Life will refund the amount of premiums paid for your Supplemental Life Insurance under the Group Policy instead of paying a death benefit.

### **Waiver of Life Insurance Premium Disability Benefit**

ReliaStar Life waives your Life Insurance premium that becomes due while you are totally disabled. The premium will be waived if you satisfy certain conditions. When ReliaStar Life waives a premium, the amount of Life Insurance equals the amount that would have been provided if you had not become totally disabled. That amount will reduce or stop according to the Schedule of Benefits in effect on the date total disability begins.

When ReliaStar Life waives a premium it includes Life Insurance, Accelerated Death Benefit, and Waiver of Premium. It does not include AD&D Insurance or any other benefits as elected under this certificate which were effective at the time of disability.

### **Conditions, Notice and Proof of Total Disability**

ReliaStar Life requires written notice of claim and proof of total disability to waive your premium. All of the following conditions must also be met:

- Total disability must begin before your 60th birthday.
- You are insured for the Waiver of Life Insurance Premium Disability Benefit on the date you become totally disabled.
- You continue to be totally disabled.
- Your insurance is in force when you suffer the sickness or accidental injury causing the total disability.
- All premiums are paid up to the date total disability begins.

ReliaStar Life needs written notice of claim before it waives any premium. This notice must be received –

- while you are living,
- while you are totally disabled, and
- within one year from the date the last premium payment was made.

## LIFE INSURANCE

If you cannot give ReliaStar Life notice within one year, your claim is still valid if you show you gave ReliaStar Life notice as soon as reasonably possible.

ReliaStar Life needs proof of your total disability before any premiums can be waived. ReliaStar Life may require you to have a physical exam by a doctor it chooses. ReliaStar Life pays for that exam. ReliaStar Life can only require one exam a year after premiums have been waived for 2 full years.

When ReliaStar Life approves your proof of total disability, premiums are waived as of the date you became totally disabled. ReliaStar Life refunds, to the Policyholder, any premium paid for a period during which you were totally disabled. It is the Policyholder's responsibility to refund to you any part of the premium you paid.

### **Termination of Waiver of Premium**

ReliaStar Life stops waiving premiums on the earliest of the following dates:

- The date you are no longer totally disabled.
- The date you do not give ReliaStar Life proof of total disability when asked.
- The date you attain age 70.

If ReliaStar Life stops waiving your premiums, your Life Insurance will stay in force only if all of the following conditions are met:

- The Life Insurance under the Group Policy is still in force.
- You are eligible for Employee's Insurance under the Group Policy.
- Your premium payments are resumed.

The amount of Life Insurance that stays in force will be the amount shown on the Schedule of Benefits in effect on the date your premium payments are resumed.

You will not be eligible to continue insurance under the portability option when ReliaStar Life stops waiving your premiums.

If you buy an individual policy under the Conversion Right of the Group Policy during the first year of your total disability, your Life Insurance may be restored. ReliaStar Life will cancel the individual policy as of its issue date if within 12 months of the date you become totally disabled you –

- file a claim under this provision and ReliaStar Life approves it, and
- surrender the individual policy without claim, except for refund of premium.

When ReliaStar Life cancels your individual policy, ReliaStar Life –

## LIFE INSURANCE

- refunds all premiums paid for the individual policy.
- restores your Life Insurance under the Group Policy.
- retains the beneficiary named under the individual policy as beneficiary under the Group Policy, unless you ask ReliaStar Life to change the beneficiary in writing.

### **Beneficiary**

The beneficiary is named to receive the proceeds to be paid at your death.

You may name more than one beneficiary. The Policyholder or the Participating Employer cannot be the beneficiary.

You may name, add or change beneficiaries by written request as described below. You may also choose to name a beneficiary that you cannot change without his or her consent. This is an irrevocable beneficiary.

You may name, add or change beneficiaries by written request if all of the following conditions are met:

- Your coverage is in force.
- ReliaStar Life has written consent of all irrevocable beneficiaries.
- You have not assigned the ownership of your insurance. The rights of an assignee are described in the Assignment section.

All requests are subject to the approval of ReliaStar Life. A change will take effect as of the date it is signed but will not affect any payment ReliaStar Life makes or action it takes before receiving your notice.

### **Payment of Proceeds**

ReliaStar Life pays proceeds to the beneficiary. If there is more than one beneficiary, each receives an equal share, unless you have requested otherwise, in writing. To receive proceeds, a beneficiary must be living on the earlier of the following dates:

- The date ReliaStar Life receives proof of your death.
- The tenth day after your death.

If there is no eligible beneficiary or if you did not name one, ReliaStar Life pays the proceeds in the following order:

1. Your spouse or domestic partner.
2. Your natural and adopted children.
3. Your parents.
4. Your estate.

The person must be living on the tenth day after your death.

## LIFE INSURANCE

### Settlement Options

Settlement options are alternative ways of paying the proceeds under the Group Policy. Proceeds is the amount of each benefit ReliaStar Life pays when you die or when you receive a lump sum amount under the Accelerated Death Benefit. To find out more about settlement options, please contact the Policyholder.

### Accelerated Death Benefit

**NOTE: AT THIS TIME IT IS UNCLEAR WHETHER YOU WILL BE REQUIRED TO PAY TAX ON ACCELERATED DEATH BENEFIT PROCEEDS. YOU SHOULD CONSULT WITH YOUR PERSONAL TAX ADVISER TO ASSESS POSSIBLE TAX IMPLICATIONS.**

ReliaStar Life pays this benefit if it has been determined that you have a terminal condition. Accelerated Death Benefit proceeds is the amount ReliaStar Life pays to you or your legal representative while you are living when it has been determined that you have a terminal condition. The Accelerated Death Benefit proceeds are paid in one lump sum and are paid only once. This lump sum payout is the only Settlement Option available to you prior to your death.

The Accelerated Death Benefit is the amount of the Accelerated Death Benefit shown on the Schedule of Benefits in effect on the date you apply for Accelerated Death Benefit proceeds. You will not be able to increase your contributory Life Insurance benefit after the time you apply for the Accelerated Death Benefit, unless you are determined to be ineligible to receive Accelerated Death Benefit proceeds.

To receive the Accelerated Death Benefit, **all** of the following conditions must be met. You must:

- request this benefit in writing while you are living. If you are unable to request this benefit yourself, your legal representative may request it for you.
- be insured as an employee for Life Insurance benefits.
- have Life Insurance benefits of at least \$10,000 as shown on the Schedule of Benefits.
- provide to ReliaStar Life a doctor's statement which gives the diagnosis of your medical condition; and states that because of the nature and severity of such condition, your life expectancy is no more than 6 months. ReliaStar Life may require that you be examined by a doctor of its choosing. If ReliaStar Life requires this, ReliaStar Life pays for the exam.



## LIFE INSURANCE

- provide to ReliaStar Life written consent from any irrevocable beneficiary, assignee, and, in community property states, from your spouse.

### **Benefit Payment**

ReliaStar Life pays the Accelerated Death Benefit proceeds to you unless both of the following are true:

- It is shown, to the satisfaction of ReliaStar Life, that you are physically and mentally incapable of receiving and cashing the lump sum payment.
- A representative appointed by the courts to act on your behalf does not make a claim for the payment.

If ReliaStar Life does not pay you because the two above conditions apply, payments instead will be made to one of the following:

- A person who takes care of you.
- An institution that takes care of you.
- Any other person ReliaStar Life considers entitled to receive the payments as your trustee.

### **Accelerated Death Benefit Exclusions**

ReliaStar Life does not pay benefits for a terminal condition if either of the following apply:

- the required Accelerated Death Benefit premium or Life Insurance premium is due and unpaid.
- the terminal condition is directly or indirectly caused by attempted suicide or intentionally self-inflicted injury, whether sane or insane.

### **Effects on Coverage**

When ReliaStar Life pays out this benefit, your coverage is affected in the following ways:

- Your total available Life Insurance benefit equals your amount of Life Insurance shown on the Schedule of Benefits at the time you apply for the Accelerated Death Benefit.
- Your Life Insurance benefit is reduced by the Accelerated Death Benefit proceeds paid out under this provision.
- Your Life Insurance benefit amount which you may convert is reduced by the Accelerated Death Benefit proceeds paid out under this provision.
- You will not be able to increase your Life Insurance benefit after ReliaStar Life approves you to receive the Accelerated Death Benefit.
- Your premium is based upon the Life Insurance benefit amount in force prior to any proceeds paid under this Accelerated Death Benefit provision. Such premium must be paid, unless waived, to keep the Life Insurance coverage in force.

## LIFE INSURANCE

- Your remaining Life Insurance benefit is subject to future age reductions, if any, as shown on the Schedule of Benefits.
- You will not be able to reinstate your coverage to its full amount in the event of a recovery from a terminal condition.
- Your receipt of Accelerated Death Benefit proceeds does not affect your Accidental Death and Dismemberment Insurance. Thus, if you should die in an accident after receiving Accelerated Death Benefit Proceeds, your Accidental Death and Dismemberment Insurance will be based on your Life Insurance in force prior to the Accelerated Death Benefit payout, provided your premium is not being waived.

### Accidental Death & Dismemberment (AD&D) Insurance

ReliaStar Life pays this benefit if you suffer a covered loss due to a covered accident. All of the following conditions must be met:

- You are covered for AD&D Insurance on the date of the accident.
- Loss occurs within 180 days of the date of the accident.
- The cause of the loss is not excluded.

ReliaStar Life pays the benefit shown below if you suffer any of the losses listed. The Full Amount is shown on the Schedule of Benefits. ReliaStar Life pays only one Full Amount while the Group Policy is in effect. If you have a loss for which ReliaStar Life paid 1/2 of the Full Amount, ReliaStar Life pays no more than 1/2 of the Full Amount for the next loss.

<b>For:</b>	<b>The benefit is:</b>
Loss of life .....	Full Amount
Loss of both hands, both feet or sight of both eyes .....	Full Amount
Loss of one hand and one foot.....	Full Amount
Loss of speech and hearing in both ears .....	Full Amount
Loss of one hand or one foot and sight of one eye .....	Full Amount
Loss of one hand or one foot or sight of one eye.....	1/2 Full Amount
Loss of speech .....	1/4 Full Amount
Loss of hearing in both ears.....	1/4 Full Amount
Loss of thumb and index finger of same hand .....	1/4 Full Amount
Quadriplegia .....	Full Amount
Paraplegia .....	1/2 Full Amount
Hemiplegia .....	1/2 Full Amount

Loss of hands or feet means loss by being permanently, physically severed at or above the wrist or ankle. Loss of sight means total and permanent loss of sight. Loss of speech and hearing means total and permanent loss of speech and hearing. Loss of thumb and index finger means loss by being permanently, physically, entirely severed.

## LIFE INSURANCE

**Quadriplegia** means total paralysis of all four limbs. **Paraplegia** means total paralysis of both lower limbs. **Hemiplegia** means paralysis of one arm and one leg on the same side of the body.

Paralysis must be the result of a spinal cord injury which is due to an accident. ReliaStar Life does not pay an AD&D benefit for any paralysis caused by a stroke. Paralysis must be determined by competent medical authority to be permanent, complete and irreversible.

ReliaStar Life does not pay a benefit for loss of use of the hand or foot or thumb and index finger.

Death benefits are paid to your beneficiary. All other benefits are paid to you.

### **Exposure and Disappearance Benefit**

ReliaStar Life pays an **Exposure** benefit if:

- the loss is from injury caused by exposure to the elements, and
- is the result of a covered accident.

ReliaStar Life pays a **Disappearance** benefit if:

- you are in a conveyance, including but not limited to an automobile, airplane, ship or train, that disappears, sinks or wrecks; and
- you disappear and your body is not found, and the disappearance is the result of a covered accident; and
- a reasonable period of time, but no more than one year, has lapsed since the accident, and
- ReliaStar Life has reviewed all evidence and there is no reason to believe that you are living.

The amount payable for the Exposure benefit is contained in the table above. The amount payable for the Disappearance benefit is the AD&D benefit for loss of life. If benefits are paid for Exposure or Disappearance, no other AD&D benefits will be payable under the Group Policy.

Exposure benefits are paid to you if living, otherwise to your beneficiary. Disappearance benefits are paid to your beneficiary.

If ReliaStar Life pays the Disappearance benefit and it is later found you are alive, the amount of benefits paid must be refunded to ReliaStar Life.

### **Safe Driver Benefit**

ReliaStar Life pays a **Safe Driver** benefit in addition to the AD&D benefit and subject to the exclusions listed below if you were:

- killed due to an automobile accident, and
- wearing a properly fastened safety belt at the time of the accident.

## LIFE INSURANCE

An additional amount will be paid if you were also driving in or riding in an automobile equipped with a factory installed airbag that operated properly upon impact.

**For loss of:**

**The benefit is:**

Life (with safety belt only)..... An additional 10% of Full Amount  
of AD&D Insurance  
up to a maximum of \$25,000

Life (with safety belt and airbag) ..... An additional 15% of Full Amount  
of AD&D Insurance  
up to a maximum of \$40,000

**Automobile** means any self-propelled private passenger vehicle which has four or more tires and which is not being used for commercial purposes. **Safety belt** means a passenger restraint system properly installed in the vehicle in which you were riding. **Airbag** means an additional restraint system which inflates for added protection to the head and chest areas.

ReliaStar Life will not pay the Safe Driver benefit if the loss of life was in consequence of your being intoxicated or under the influence of any controlled substance unless administered on the advice of a doctor.

Safe Driver benefits are paid to your beneficiary.

**Coma Benefit**

ReliaStar Life pays a **Coma** benefit if, due to an accident, you are in a coma. Coma benefit payments will stop when you are no longer in a coma or when maximum benefits have been paid, whichever comes first.

**In the event of:**

**The benefit is:**

Coma..... An additional 2% of Full Amount  
of AD&D Insurance  
per month for up to 12 months  
to a total maximum of \$24,000

**Coma** means that you remain unresponsive to any stimuli and speechless for a period of time not less than 30 days, as determined by a competent medical authority.

If you are physically and mentally incapable of receiving and cashing Coma benefit payments, then the payments instead will be made to a person legally authorized to receive the payments on your behalf.

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### Education Benefit

ReliaStar Life pays an **Education** benefit in addition to the AD&D benefit and subject to the conditions below if you die due to an accident. This benefit will be paid at the end of each annual period following your death to your dependent who is enrolled as a full-time student in an accredited post-secondary institution of higher learning beyond grade 12 within 365 days following the date of your death. Benefit payments will stop if either of the following is true during the preceding annual period –

- the student's full-time school attendance is less than 6 months; or
- the student would no longer be considered your eligible dependent under the definition of dependent in the policy.

**For:**

**The benefit is:**

Education ..... An additional 5% of Full Amount  
of AD&D Insurance  
per year for up to 4 years  
to a maximum of \$3,000 per year

Education benefits are paid to each eligible dependent student, or to the dependent's legal guardian.

### Transportation Benefit

ReliaStar Life pays a **Transportation** benefit in addition to the AD&D benefit if you die due to an accident that occurs at least 75 miles from your primary residence.

**For:**

**The benefit is:**

Transportation ..... An additional 2% of Full Amount  
of AD&D Insurance  
up to a maximum of \$2,000

Transportation benefits are paid to your beneficiary.

### Child Care Benefit

ReliaStar Life pays a **Child Care** benefit in addition to the AD&D benefit if you die due to an accident, and your dependent child under age 13 years is enrolled in a licensed day care center within 90 days of your death.

This benefit is paid on behalf of each eligible dependent child at the end of each annual period following your death. Benefit payments will stop if either of the following is true during the preceding annual period –

- your dependent child does not attend a licensed day care center for at least 1000 hours; or
- your dependent child is not under age 13 years for any part of that year.

## LIFE INSURANCE

<b>For:</b>	<b>The benefit is:</b>
Child Care .....	An additional 3% of Full Amount of AD&D Insurance per year for up to 6 years to a maximum of \$2,000 per year

Child Care benefits are paid to the person who has incurred the cost of day care expenses for your eligible dependent child.

### **Common Carrier Benefit**

ReliaStar Life pays a **Common Carrier** benefit in addition to the AD&D benefit if you suffer a covered loss due to an accident, and the loss occurs while traveling:

- as a fare paying passenger,
- in or on or entering into or alighting from a public conveyance, and
- the public conveyance is operated by a licensed common carrier for passenger service.

<b>For:</b>	<b>The benefit is:</b>
Common Carrier .....	An additional AD&D Amount equal to 50% of the AD&D amount otherwise payable for this loss up to a maximum of \$50,000

Common Carrier benefits are paid to you if living, otherwise to your beneficiary.

## LIFE INSURANCE

### Occupational Assault Benefit

ReliaStar Life pays an **Occupational Assault** benefit in addition to the AD&D benefit if you suffer a covered loss due to an accident, **and:**

- the loss is due to an intentional and unlawful act of physical violence directed at you by another person,
- you are actively at work, performing assigned duties on behalf of the Participating Employer at the time of the assault, and
- a report of criminal activity has been filed on your behalf with the appropriate law enforcement authority within 48 hours of the assault.

#### For loss due to:

#### The benefit is:

Occupational Assault ..... An additional AD&D Amount equal to the AD&D amount otherwise payable for this loss up to a maximum of \$10,000

Occupational Assault benefits are paid to you if living, otherwise to your beneficiary.

### Brain Damage Benefit

ReliaStar Life pays a **Brain Damage** benefit if, due to an accident, you sustain an injury which, independently of all other causes, directly results in traumatic brain injury causing brain damage.

The benefit will be payable if:

- the brain damage begins within 365 days of the accident; and
- the brain damage continues for 12 consecutive months; and
- you are hospitalized for at least 7 days within the first 365 days following the accident for treatment related to the accident; and
- a qualified doctor certifies that the brain damage is permanent and irreversible at the end of the 12 consecutive months, and the certification is deemed satisfactory to ReliaStar Life.

#### In the event of:

#### The benefit is:

Brain Damage ..... An additional 2% of Full Amount of AD&D Insurance per month for up to 50 months

**Brain Damage** means physical assault to the brain tissue to the extent that you are considered to be in a vegetative state, as determined by a competent medical authority.

## LIFE INSURANCE

Payment of this benefit, plus any other benefits payable as a result of the same accident, will not exceed the full AD&D benefit you are eligible to receive under the Group Policy.

If you are physically and mentally incapable of receiving and cashing Brain Damage benefit payments, then the payments instead will be made to a person legally authorized to receive the payments on your behalf.

### Line of Duty Benefit

ReliaStar Life pays a **Line of Duty** benefit in addition to the AD&D benefit if you die or suffer a covered loss as the result of a covered accident that occurred while you were performing in your own occupation and while in the line of duty.

**Line of Duty** means any action that you are authorized or obligated to perform by law, rule, regulation or condition of employment or service.

<b>For:</b>	<b>The benefit is:</b>
Line of Duty .....	An additional 50% of the amount of AD&D Insurance otherwise payable for this loss up to a maximum of \$50,000

### Accidental Death and Dismemberment Exclusions

ReliaStar Life does not pay benefits for loss directly or indirectly caused by any of the following:

- Suicide or intentionally self-inflicted injury, while sane or insane.
- Physical or mental illness.
- Bacterial infection or bacterial poisoning. **Exception:** Infection from a cut or wound caused by an accident.
- Riding in or descending from an aircraft as a pilot or crew member.
- Any armed conflict, whether declared as war or not, involving any country or government.
- Injury suffered while in the military service for any country or government.
- Injury which occurs when you commit or attempt to commit a felony.
- Your intoxication. Intoxication means your blood alcohol content meets or exceeds the legal presumption of intoxication under the laws of the state where the accident occurred.

ReliaStar Life does not pay benefits for loss sustained or contracted in consequence of your being under the influence of any controlled substance unless administered on the advice of a doctor.



## CONVERSION RIGHTS

### Life Insurance

You may convert this insurance to an individual life insurance policy if any part of your Life Insurance under the Group Policy stops. Proof of good health is not required.

### Conditions for Conversion

You may convert this Life Insurance if it stops for any of the following reasons:

- For coverage not continued under the portability option, you are no longer actively at work.
- For coverage not continued under the portability option, you are no longer eligible for Employee's Insurance under the Group Policy.
- For coverage continued under the portability option, you have reached the maximum age limit under the Group Policy.
- The Group Policy is changed or cancelled, and your Life Insurance under the Group Policy has been in effect for at least 5 years in a row.
- For your Life Insurance –
  - the amount of Life Insurance is reduced.
  - the premium is no longer being waived under the Waiver of Life Insurance Premium Disability Benefit, and your group Life Insurance stops.

You may convert this insurance by applying and paying the first premium for an individual policy within 31 days after any part of your insurance stops.

If you are not given notice of this conversion right within 16 days after any part of this insurance stops, you will have more time to apply and pay the first premium for the individual policy. This additional time period will end 25 days after you are given notice of this conversion right. In no event will the additional time period extend for more than 91 days after any part of your Life Insurance stops.

ReliaStar Life or the Policyholder must be notified if you wish to convert. ReliaStar Life will supply you with a conversion form to complete and return.

### Type of Converted Policy

You may purchase any individual nonparticipating policy offered by ReliaStar Life, except term insurance. The new policy must provide for a level amount of insurance and have premiums at least equal to those of ReliaStar Life's whole life plan with the lowest premium.

## CONVERSION RIGHTS

If your previous coverage included additional benefits such as disability, Accidental Death and Dismemberment Insurance or the Accelerated Death Benefit, the new insurance will not include these benefits.

### **Amount of Conversion Coverage**

If your Life Insurance is changed or cancelled because the Group Policy is changed or cancelled, and your Life Insurance under the Group Policy has been in effect for at least 5 years in a row, the amount of the individual policy is limited to the lesser of –

- \$5,000, or
- the amount of your Life Insurance which stops, minus the amount of other group insurance for which you become eligible within 31 days of the date your insurance stops.

If your Life Insurance stops for any reason other than the above, the amount of your individual policy may be any amount up to the amount of your Life Insurance that stopped.

### **Effective Date**

The new policy takes effect 31 days after the part of your Life Insurance being converted stops.

If you die within the 31-day period allowed for making application to convert, ReliaStar Life will pay a death benefit to your beneficiary in the amount you were entitled to convert. ReliaStar Life will pay the amount whether or not application was made. ReliaStar Life will return any premium paid for the individual policy to your beneficiary named under the Group Policy.

### **Premiums**

Premiums for the new policy are based on your age on the date of conversion.

## **CLAIM PROCEDURES**

### **Submitting a Claim**

You or someone on your behalf must send ReliaStar Life written notice of the loss on which your claim will be based. The notice must –

- include information to identify you, like your name, address and Group Policy number.
- be sent to ReliaStar Life or to the authorized administrator.
- be sent within 91 days after the loss for which claim is based has occurred or as soon as reasonably possible.

### **Claim Forms**

ReliaStar Life or its authorized administrator will send proof of loss claim forms within 15 days after ReliaStar Life receives notice of claim.

Completed proof of loss claim forms or other written proof of loss detailing how the loss occurred must be sent to ReliaStar Life within 91 days after the loss or as soon as reasonably possible.

## **GENERAL PROVISIONS**

### **Life Insurance Assignment**

You can change the owner of your Life Insurance under the Group Policy by sending ReliaStar Life written notice. This change is an absolute assignment. You cannot make an absolute assignment to the Policyholder or the Participating Employer. You transfer all your rights and duties as owner to the new owner. The new owner can then make any change the Group Policy allows. A request for an absolute assignment –

- does not change the insurance or the beneficiary.
- applies only if ReliaStar Life receives your notice.
- takes effect from the date signed.
- does not affect any payment ReliaStar Life makes or action ReliaStar Life takes before receiving your notice.

A collateral assignment is not allowed.

ReliaStar Life assumes no responsibility for the validity of any assignment.

You are responsible to see that the assignment is legal in your state and that it accomplishes the goals that you intend.

### **Legal Action**

Legal action may not be taken to receive benefits until 60 days after the date proof of loss is submitted according to the requirements of the Group Policy. Legal action must be taken within 3 years after the date proof of loss must be submitted.

If the Policyholder's state requires longer time limits, ReliaStar Life will comply with the state's time limits.

### **Exam and Autopsy**

For AD&D Insurance, when reasonably necessary, ReliaStar Life may have you examined while a claim is pending under the Group Policy.

ReliaStar Life pays for the initial exam. ReliaStar Life may have an autopsy made if you die, if not forbidden by state law.

## **GENERAL PROVISIONS**

### **Incontestability**

Your insurance has a contestable period starting with the effective date of your insurance and continuing for 2 years while you are living. During that 2 years, ReliaStar Life can contest the validity of your insurance because of inaccurate or false information received relating to your insurability. Only statements that are in writing and signed by you can be used to contest the insurance.

## DEFINITIONS

**Accident** – an unexpected, external, violent and sudden event.

**Active Work, Actively at Work** – the employee is physically present at his or her customary place of employment with the intent and ability of working the scheduled hours and doing the normal duties of his or her job on that day.

**Dependent** –

- your lawful spouse.
- your domestic partner, as defined.
- your unmarried child less than 26 years of age.

The term "dependent" does not include –

- a spouse, domestic partner, or child living outside the United States.
- a spouse, domestic partner, or child eligible for Employee's Insurance under the Group Policy.
- a spouse, domestic partner, or child on active military duty.
- a parent of you or your spouse or domestic partner.

**Domestic Partner** – another adult with whom you meet either of the following requirements:

1. You have registered your domestic partnership with the California Secretary of State. A copy of the certified registration form may be required as proof.
2. You have completed and signed the Policyholder's Affidavit of Domestic Partnership and filed it with the Policyholder attesting that –
  - neither of you are married to anyone and you are the sole partners of each other,
  - you are both at least 18 years of age,
  - you are not related by blood closer than would bar marriage in your State,
  - you are both mentally competent to consent to contract,
  - you share a common residence,
  - you are in a committed and mutually exclusive relationship, and
  - you meet any other requirements listed in the Affidavit.

You must notify the Policyholder in writing if the domestic partner registration is terminated or if there is any change of circumstances attested to in the Affidavit within 30 days of such change.

**Employee** – an active provisional, probationary, contract, exempt, elected official, appointed official, or permanent employee residing in the United States, who is employed by the County of San Joaquin, San Joaquin County Employees Retirement Association, San Joaquin County Council of Governments, Health Plan of San Joaquin, Local Agency Formation Commission, San Joaquin County Historical Society, and San Joaquin

## DEFINITIONS

County Law Library (Participating Employers), is regularly scheduled to work at least 41 hours per bi-weekly pay period, and is one of the following: Executive (Unrepresented), Senior Management (Unrepresented), Confidential (Unrepresented), Exempt (Unrepresented), Middle Management, Sheriff's Management, Sheriff Sergeants, Correctional Sergeants (subset of employees within the Correctional Officers unit), Deputy Sheriff's (Sheriff's Non-Management). Contract employees include only those employees who receive form W-2 from a Participating Employer. Temporary and seasonal employees are excluded except those designated to be eligible for benefits.

**Group Policy** – the written group insurance contract between ReliaStar Life and the Policyholder.

**Nonworking Day** – a day on which the employee is not regularly scheduled to work, including time off for the following:

- Vacations.
- Personal holidays.
- Weekends and holidays.
- Approved nonmedical leave of absence.

Nonworking day does not include time off for any of the following:

- Medical leave of absence.
- Temporary layoff.
- The Participating Employer suspending its operations, in part or total.
- Strike.

**Policyholder** – Public Risk Innovation, Solutions and Management ("PRISM"). A Participating Employer is defined as a unit of government who has subscribed to the agreement establishing the Public Risk Innovation, Solutions and Management ("PRISM").

**ReliaStar Life** – ReliaStar Life Insurance Company, at its Home Office in Minneapolis, Minnesota.

**Spouse** – your lawful husband or wife.

**Terminal Condition** – an injury or sickness which is expected to result in your death within 6 months and from which there is no reasonable chance of recovery. ReliaStar Life, or a qualified party chosen by ReliaStar Life, will make this determination.

**Total Disability, Totally Disabled** – your inability, due to sickness or accidental injury, to work at or perform the material and substantial duties of any job suited to your education, training or experience.

## DEFINITIONS

**Written, In Writing** – signed, dated and received at ReliaStar Life's Home Office in a form ReliaStar Life accepts.

**You, Your** – an employee insured for Employee's Insurance under the Group Policy.



