

# YOUR GROUP TERM LIFE INSURANCE PLAN

For Employees of  
Oakland Unified School District

**GROUP TERM LIFE INSURANCE CERTIFICATE**  
**RELIASTAR LIFE INSURANCE COMPANY**

20 Washington Avenue South, Minneapolis, Minnesota 55401

Claims: 888-238-4840

Customer Service: 800-955-7736

<http://voya.com>

**POLICYHOLDER:** Oakland Unified School District

**GROUP POLICY NUMBER:** 70110-6GAT2

**POLICY EFFECTIVE DATE:** July 1, 2017

**POLICY ANNIVERSARY DATE:** July 1

**GOVERNING JURISDICTION:** California

ReliaStar Life Insurance Company certifies that we have issued the group Policy listed above to the Policyholder. The Policy is available for you to review if you contact the Policyholder for more information. Subject to the provisions of this Certificate, we certify that eligible Employees are insured for the benefits described in this Certificate.

This Certificate summarizes and explains the parts of the Policy which apply to you, if you are an eligible Employee as defined. The Certificate is part of the group Policy but by itself is not a policy. This Certificate replaces any other Certificates we may have given you under the Policy. Your coverage may be changed under the terms and conditions of the Policy. The Policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. Your rights and benefits under the Policy will not be less than those stated in your Certificate.

For purposes of effective dates and ending dates under the Policy, all days begin at 12:01 a.m. standard time at the Policyholder's address and end at 12:00 midnight standard time at the Policyholder's address.

In this Certificate, "you" and "your" refer to an Employee who is eligible for coverage under the Policy; "we", "us" and "our" refer to ReliaStar Life Insurance Company.

**READ THIS CERTIFICATE CAREFULLY! Insurance benefits may be subject to certain requirements, reductions, limitations and exclusions.**

**GROUP TERM LIFE INSURANCE**

Term life insurance provides a benefit to a named beneficiary upon the death of a person insured under a policy, with benefits payable only if a loss occurs within its term. Group insurance covers a group of persons under a single policy issued to a group policyholder.

Premiums for Basic Life Insurance are Noncontributory by insured Employees.

Signed for ReliaStar Life Insurance Company at its home office in Minneapolis, Minnesota on the Policy effective date.



Carolyn M. Johnson  
President



Jennifer M. Ogren  
Secretary

RELIASTAR LIFE INSURANCE COMPANY  
P.O. Box 20, Minneapolis, Minnesota 55440

## **CONSUMER NOTICE**

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 to us at the above address or call 1-800-955-7736.

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)

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### Policyholder's Contact Information:

Oakland Unified School District, 1000 Broadway Suite 440, Oakland, California 94607  
(510) 879-0202

## SCHEDULE OF BENEFITS

**EMPLOYER(S):** Oakland Unified School District

**GROUP POLICY NUMBER:** 70110-6GAT2

### ELIGIBLE CLASS(ES)

All Permanent Employees in Active Employment with the Employer in the United States.

You must be an Employee of the Employer and in an eligible class.

Temporary and seasonal workers are excluded from coverage.

### ELIGIBILITY WAITING PERIOD

Persons in an eligible class on or before the Policy effective date: The end of the month in which you begin active employment.

Persons entering an eligible class after the Policy effective date: The end of the month in which you begin active employment.

### WAIVER OF ELIGIBILITY WAITING PERIOD

If you have been continuously employed by the Employer for a period of time equal to your Eligibility Waiting Period, we will waive your Eligibility Waiting Period when you enter an eligible class.

### BASIC LIFE INSURANCE

Basic Life Insurance is Noncontributory by Employees.

Eligible Class(es)	Amount
All Eligible Employees	\$25,000

### MAXIMUM AMOUNT OF BASIC LIFE INSURANCE

\$25,000

### GUARANTEED ISSUE AMOUNT OF BASIC LIFE INSURANCE

\$25,000

## DEFINITIONS

**Active Employment** or **Active Employee** means you are working for the Employer for earnings that are paid regularly and you are performing the material and substantial duties of your regular occupation. You must be working at least the minimum number of hours as described under the MINIMUM HOURS REQUIREMENT shown in the SCHEDULE OF BENEFITS.

Your work site must be one of the following:

- The Employer's usual place of business;
- An alternative work site at the direction of the Employer, including your home; or
- A location to which your job requires you to travel.

Normal vacation is considered Active Employment.

Temporary and seasonal workers are excluded from coverage.

**Beneficiary** means the person(s) or entity to whom we will pay the life insurance benefits in accordance with the BENEFICIARY and PAYMENT OF PROCEEDS provisions.

**Certificate** means this document that describes the benefits and rights of insured Employees under the Policy. It may include riders, endorsements or amendments.

**Contributory** means insurance for which insured Employees are required to pay any part of the Premium.

**Eligibility Waiting Period** means the continuous period of time (shown in the SCHEDULE OF BENEFITS) that you must be in Active Employment in an eligible class before you are eligible for coverage under the Policy.

**Employee** means a person who is a citizen or legal resident of the United States in Active Employment with the Employer in the United States.

**Employer** means the Policyholder and includes any division, subsidiary or affiliated company named in the Policy.

**Evidence of Insurability** means your affirmation, on a form acceptable to us, of various factors that we will use to determine if you are approved for coverage. Those factors may include, but are not limited to, your medical history and treatment, driving record, and/or family medical history. We may also, at our expense, request additional information to determine your eligibility for coverage.

**Guaranteed Issue Amount** means the benefit amount (as shown on the SCHEDULE OF BENEFITS) for which you are eligible to enroll without providing Evidence of Insurability, according to the EVIDENCE OF INSURABILITY provision.

**Noncontributory** means insurance for which insured Employees are not required to pay any part of the Premium.

**Policy** means the Written group insurance contract between us and the Policyholder, including the Certificates issued to insured Employees. It may include riders, endorsements or amendments.

**Policyholder** means the entity to whom the Policy is issued, as shown on the first page of this Certificate.

**Premium(s)** means the amount the Policyholder and/or you must pay to us for the insurance provided under the Policy.

**Signed** means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

**Total Disability** or **Totally Disabled** means that due to an injury or sickness you are unable to perform the material duties of your regular job, and you are unable to perform any other job for which you are fit by education, training or experience.

**Written** or **Writing** means a record which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

# GENERAL PROVISIONS

## ELIGIBILITY

If you are an Employee in an eligible class (shown on the SCHEDULE OF BENEFITS), the date you are eligible for coverage is the later of the following:

- The Policy effective date.
- The day after you complete your Eligibility Waiting Period, unless waived.

## ENROLLMENT

No enrollment is required for Noncontributory coverage.

## EVIDENCE OF INSURABILITY

Evidence of Insurability is required for coverage under the conditions described below. Coverage is subject to the Evidence of Insurability requirements that are in force on the effective date of coverage. Any increase to coverage is subject to the Evidence of Insurability requirements that are in force on the effective date of the increase. We must approve any required Evidence of Insurability before coverage becomes effective.

Basic Life Insurance	Evidence Required
Coverage on the Policy effective date continued from the Policyholder's prior plan...	Any amount over the Guaranteed Issue Amount.
Initial eligibility after the Policy effective date...	Any amount over the Guaranteed Issue Amount.

## EFFECTIVE DATE OF COVERAGE

You will be covered at 12:01 a.m. standard time at the Policyholder's address on the date you are eligible for coverage.

## CHANGE OF INSURANCE CARRIERS

We will provide continuity of coverage under our Policy if both of the following are true:

- You are not in Active Employment due to sickness or injury other than Total Disability or due to an Employer-approved non-medical leave of absence on the date the Employer changes insurance carriers to our Policy.
- You were covered under the prior group life policy, including payment of premiums to the prior insurance carrier when due, on the day before the coverage for your eligible class under our Policy became effective.

You are not eligible under this provision if any of the following are true:

- Your coverage is being continued under a waiver of premium (or any similar) provision of the prior policy.
- Your coverage is being continued under a continuation or portability provision of the prior policy.
- You converted or were eligible to convert your coverage with the prior insurance carrier.
- You are not in Active Employment due to reasons other than sickness, injury or an Employer-approved non-medical leave of absence.

If you are eligible for continuity of coverage under this provision, we will provide limited coverage under our Policy. Coverage under this provision will begin on the date your eligible class is covered under our Policy and will continue until the earliest of the following:

- The date you return to Active Employment.
- The date the Employer-approved leave of absence ends.
- The date your continuation would end under the terms of our Policy.
- The date your continuation would have ended under the terms of the prior policy.
- The date coverage would otherwise end, according to the provisions of our Policy.
- 12 months following the date you were last in Active Employment.

Your coverage under this provision is subject to payment of Premiums.



Any benefits payable under this provision will be the lesser of the amount of coverage under the prior policy had it remained in force, or the amount you are eligible for under our Policy. We will reduce our payment by any amount paid under the prior policy.

If your coverage under this provision ends while the Policy is in force, and you are not otherwise eligible for insurance under the Policy, then you will be eligible for conversion as described in the CONVERSION provision.

If you were not covered under the Employer's prior policy on the date that policy terminated, then the EFFECTIVE DATE OF COVERAGE provision will apply.

## **TERMINATION OF COVERAGE**

Your coverage under the Policy ends on the earliest of the following dates:

- The date the Policy terminates.
- The date coverage for all Active Employees under the Policy terminates.
- The last day of the month you are no longer in an eligible class.
- The date your eligible class is no longer covered.
- The end of the period for which Premiums are paid if the next Premium is not paid by its due date, subject to the Policy grace period.
- The last day of the month that is on or next follows the last day you are in Active Employment.

We will pay benefits for a loss that occurs while you are covered under the Policy.

## **CONVERSION**

You may convert your life insurance, without Evidence of Insurability, to an individual life insurance policy if any part of your life insurance under the Policy stops for one of the following reasons:

- Your coverage ends according to the TERMINATION OF COVERAGE provision.
- Any continuation of insurance under the Policy ends.
- Your coverage reduces due to your change from one eligible class to another.
- Your coverage reduces due to a Policy change.

Only life insurance is eligible for conversion. The maximum amount of life insurance you are eligible to convert cannot be greater than the amount of life insurance you had prior to termination. Conversion does not include any additional benefits such as accelerated death benefits, accidental death and dismemberment benefits, or waiver of premium benefits. Any amounts of coverage for which you remain eligible under the Policy are not eligible for conversion.

To convert your life insurance, you must apply and pay the first premium to us within 31 days of the date any part of your life insurance under the Policy terminates (the "conversion period"). You will be given Written notice, in person or at your last known address, of your conversion right at least 15 days before the date any part of your life insurance ends. Your right to convert will expire on the later of 25 days after you are given such notice or the end of the conversion period, but in no event will your right to convert extend beyond 60 days after the expiration of the conversion period. Any extension of time allowed for returning the completed application and first premium will not change the length of the conversion period itself.

You may apply to convert the entire amount of life insurance that is terminating under the Policy, or a lesser amount. The maximum amount of life insurance coverage you are eligible to convert will be reduced by any amount of life insurance for which you become eligible under any group policy within 31 days after the beginning of the conversion period. Premiums for the conversion policy will be based on our rates then in use, the form and amount of insurance, your class of risk, and your attained age at the beginning of the conversion period. The conversion policy may be any individual life insurance policy then customarily offered by us for conversion, other than term insurance. The conversion policy will not include any additional benefits. When we accept your application and first premium, the conversion policy will become effective on the 32nd day after the date the life insurance under the Policy terminated.

During the conversion period, your life insurance will continue under the terms of the Policy. If you die within the conversion period, any life insurance amount that you were entitled to convert will be payable as a death benefit under the Policy and any premiums paid for conversion will be refunded to the Beneficiary.

If you have made an absolute assignment of your insurance, only the current owner may apply for conversion.

## **INCONTESTABILITY**

The validity of your life insurance will not be contested, except for nonpayment of premiums, after it has been in force for two years from its effective date. No statement made by you relating to your insurability will be used in contesting the validity of your life insurance with respect to which the statement was made after your insurance has been in force prior to the contest for a period of two years during your lifetime and unless the statement is included in a Written statement of insurability which has been Signed by you.

## **CLERICAL ERROR**

Clerical error or omission by us or by the Policyholder will not:

- Prevent you from receiving coverage, if you are entitled to coverage under the terms of the Policy.
- Cause coverage to begin or continue for you when the coverage would not otherwise be effective.

If the Policyholder gives us information about you that is incorrect, we will do both of the following:

- Use the facts to decide whether you are eligible for coverage under the Policy and in what amounts.
- Make a fair adjustment of the Premium.

An error will not end insurance validly in effect, nor will it continue insurance validly ended.

## **MISSTATEMENT OF AGE**

If Premiums are based on your age and you have misstated your age, then your correct age will be used to determine if insurance is in effect and, as appropriate, the Premium and/or benefits will be adjusted. We may require satisfactory proof of your age before paying any claim.

## **ASSIGNMENT**

You may make an absolute assignment of ownership of your insurance under the Policy to any person or entity by sending us Written notice on a form that we accept. An absolute assignment transfers all your duties, rights, title and interest under the Policy to the new owner. The new owner can make any changes allowed under the Policy and Certificate.

An absolute assignment form is available from the Employer or us. Any assignment form must be Signed by both the current owner and the new owner. The Signed form must be received and accepted by us in order to be valid. An accepted assignment will take effect on the date the form is Signed by you, unless otherwise specified in the Signed form. An assignment does not affect any payment we make or action we take before receiving the Signed form. An assignment does not change the insurance or the Beneficiary designation.

If you want to continue an absolute assignment made under the Employer's prior group life insurance policy, a statement of intent form is available from the Employer or us. The form must be Signed by both you and the assignee. The Signed form must be received and accepted by us in order to be valid. A statement of intent does not affect any payment we make or action we take before receiving the Signed form. A statement of intent does not change the insurance or the Beneficiary designation.

We assume 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.

## **BENEFICIARY**

The Beneficiary is named by you to receive any proceeds payable at your death. While your coverage is in force, you may change the Beneficiary designation by Written request on a form that is acceptable to us. A Beneficiary designation form is available from the Employer or us. An accepted designation will take effect as of the date it is Signed, unless you specify otherwise in the Signed designation, but will not affect any payment we make or action we take before receiving the Signed form. If you have made an absolute assignment of your insurance, only the current owner may change the Beneficiary designation.

If an irrevocable Beneficiary is named, the Beneficiary designation can only be changed with the consent of the irrevocable Beneficiary.

There can be one or more Beneficiaries. If two or more Beneficiaries are named and their shares are not specified in the Beneficiary designation, then the Beneficiaries will share any insurance proceeds equally. If a primary Beneficiary does not survive you, their share will be payable to the remaining primary Beneficiaries. One or more contingent Beneficiaries may be named to receive the proceeds in the event that all of the primary Beneficiaries named do not survive you.

Please refer to the LIFE INSURANCE BENEFITS section of the Certificate for information about payment.

## **AGENCY**

For purposes of the Policy, the Policyholder acts on its own behalf or as your agent. Under no circumstances will the Policyholder be deemed our agent.

## **ENTIRE CONTRACT**

Coverage for insured Employees is provided under a contract of group term insurance between us and the Policyholder. The entire contract consists of all of the following:

- The Policy issued to the Policyholder including Part A and Part B.
- The Certificates which are made part of Part B under the Policy.
- Any riders, endorsements and/or amendments issued.
- The Policyholder's Signed application, a copy of which is attached to the Policy when issued.

## **CHANGES TO POLICY OR CERTIFICATE**

The terms and provisions of the Policy and this Certificate may be changed at any time without the consent of you or anyone else with a beneficial interest in the Policy. We will issue riders, endorsements or amendments to effect such changes, and only those forms Signed by one of our executive officers will be valid. We will only make changes consistent with the standards of the applicable regulatory body in the governing jurisdiction. We will provide a copy of the rider, endorsement or amendment to the Policyholder for attachment to the Policy, and also for the Employees if the change affects the Certificate(s).

Riders, endorsements and amendments are subject to prior approval by the appropriate regulatory body in the governing jurisdiction. A rider, endorsement or amendment will not affect the insurance provided under the Certificate(s) until the effective date of the change, unless retroactivity is required by the applicable regulatory body.

**No agent, representative or employee of ours or of any other entity, except one of our executive officers, may approve a change to or waive the terms of the Policy.**

## LIFE INSURANCE BENEFITS

We pay a death benefit to the Beneficiary if we receive Written proof that you died while your insurance under the Policy is in force. The death benefit is the amount of life insurance for your class as shown on the SCHEDULE OF BENEFITS in effect on the date of your death minus any amount paid under the Accelerated Death Benefit Rider.

### NOTICE OF CLAIM AND PROOF OF LOSS

A claim form is available from the Employer or us. The process for completing the claim form and submitting the claim form will be explained in the claim form paperwork. Proof of loss, including any attachments indicated on the claim form as required, should be sent directly to us at the address indicated on the form. We may also require information from the Employer in order to verify eligibility.

Proof of loss consists of a certified copy of your death certificate or other lawful evidence providing equivalent information, and proof of the claimant's interest in the proceeds.

We will review the claim and proof of loss we receive in order to determine our liability and the correct payee(s). If we approve the claim, we will pay the benefits subject to the terms of this Certificate.

### AUTOPSY

We reserve the right to make a reasonable request for an autopsy at our expense where permitted by law.

### PAYMENT OF PROCEEDS

To be eligible to receive proceeds, the Beneficiary must be living on the date of your death.

If there is no eligible Beneficiary, we will pay the proceeds to the first survivor(s), who is living on the date of your death, in the following order:

1. Your spouse.
2. Your natural and adopted children.
3. Your parents.
4. Your siblings.
5. Your estate.

If the Beneficiary or survivor is eligible to receive proceeds but dies before receiving them, we will pay the proceeds to that person's estate.

"Spouse" means your lawful spouse. It includes your domestic partner or civil union partner who is recognized as equivalent to a spouse in the state with governing jurisdiction. It also includes your domestic partner as defined by the Employer if you have completed and Signed an affidavit of domestic partnership on a form acceptable to the Employer.

We will pay the death benefit to the Beneficiary in one sum or in a method comparable to one sum. Other methods of payment may be made available to the Beneficiary at the time of claim.

Any payment we make in good faith will discharge our liability to the extent of such payment.

### PAYMENT OF INTEREST

We pay interest on the death benefit proceeds, accruing from the date of your death up to the date of payment. The minimum interest rate payable will be the interest rate applicable for funds left on deposit with us as of the date of death.

Interest will accrue at an annual rate of 10% plus the interest rate applicable for funds left on deposit beginning with the date that is 31 calendar days from the latest of the dates below and continuing up to the date of payment:

- The date we receive due proof of loss following death.
- The date we receive sufficient information to determine our liability, the extent of our liability, and the appropriate payee legally entitled to the proceeds.
- The date that legal impediments to payment of proceeds that depend on the action of parties other than us are resolved and sufficient evidence of this resolution is provided to us. Legal impediments to payment include but are not limited to: the establishment of guardianships and conservatorships; the appointment and qualification of

trustees, executors and administrators; and the submission of information required to satisfy state or federal reporting requirements.

### **LEGAL ACTION**

The time period during which any person can start legal action regarding any claim under the Policy is subject to applicable law in the governing jurisdiction. Nothing in this provision waives, extends or tolls any applicable statute of limitations governing any claim relating in any way to your coverage.

## **EXCLUSIONS AND LIMITATIONS**

We pay a death benefit for all causes of death.

**ACCELERATED DEATH BENEFIT RIDER**  
**for Terminal Illness**

**RELIASTAR LIFE INSURANCE COMPANY**

20 Washington Avenue South, Minneapolis, Minnesota 55401

**POLICYHOLDER:** Oakland Unified School District

**GROUP POLICY NUMBER:** 70110-6GAT2

This rider is made a part of the Group Term Life Insurance Certificate and is subject to all of the provisions, limitations and exclusions of the Policy and Certificate, unless changed by this rider. Unless expressly changed by this rider, the terms used in this rider have the same meaning as in the Certificate.

**THE AMOUNT OF LIFE INSURANCE WILL BE REDUCED IF AN ACCELERATED DEATH BENEFIT IS PAID. THE RECEIPT OF ACCELERATED DEATH BENEFITS MAY BE A TAXABLE EVENT. YOU SHOULD SEEK ADDITIONAL INFORMATION ABOUT THE TAX STATUS OF THE PAYMENT FROM A PERSONAL TAX ADVISOR.**

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**SCHEDULE OF BENEFITS**

**Accelerated Death Benefit**

You: ..... 75% of the amount of Life Insurance in force, or \$18,750, whichever is less.

You must have at least \$10,000 of life insurance coverage in force.

**DEFINITIONS**

**Doctor** means a person who is licensed to practice medicine in the state in which treatment is received and providing treatment or advice in accordance with the license. State law may require consideration of professional services of a practitioner other than a medical physician. If so, then this definition includes persons recognized as qualified to treat the condition for which claim is made by the state in which treatment is received. This definition does not include you or your spouse, or your or your spouse's children, parents, grandparents, grandchildren, siblings and their spouses.

**Terminal Illness** means a medical condition that is expected to result in your death within 12 months and from which there is no reasonable chance of recovery.

**GENERAL PROVISIONS**

**ELIGIBILITY FOR RIDER**

If you are covered under the Policy, then you are eligible for this rider on the latest of the following:

- The Policy effective date.
- The date this rider is available to the eligible class of Employees to which you belong.
- Your life insurance coverage effective date.

## **EFFECTIVE DATE OF RIDER**

You will be covered at 12:01 a.m. standard time at the Policyholder's address on the date you are eligible for this rider.

## **TERMINATION OF RIDER**

This rider terminates on the earliest of the following:

- The date your life insurance terminates.
- The date this rider is terminated for all Employees under the Policy.
- The date this rider is terminated for the eligible class of Employees to which you belong.

This rider will not terminate while this rider is being continued under the terms of another rider.

Termination of this rider will not prejudice the payment of benefits for a Terminal Illness that occurred while this rider was in force.

## **CONVERSION**

When this rider terminates, conversion of this rider is not available.

## **ENTIRE CONTRACT / CHANGES**

Coverage for insured Employees is provided under a contract of group term insurance between us and the Policyholder. The entire contract consists of all of the following:

- The Policy issued to the Policyholder including Part A and Part B.
- The Certificates which are made part of Part B under the Policy.
- Any riders, endorsements and/or amendments issued.
- The Policyholder's Signed application, a copy of which is attached to the Policy when issued.

Any statement made by you is considered a representation and not a warranty. We will not use such statement to avoid insurance, reduce benefits or defend a claim unless the statement is included in a Written statement of insurability which has been Signed by you and a copy of such statement of insurability has been given to you or to the Beneficiary.

No change in this policy shall be valid unless approved by an executive officer of the insurer and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or waive any of its provisions.

## **TIME LIMIT ON CERTAIN DEFENSES**

The validity of your life insurance will not be contested, except for nonpayment of premiums, after it has been in force for two years from its effective date.

## **GRACE PERIOD**

The Policyholder has a grace period of 60 days for the payment of Premium due after the first. During the grace period the Policy will remain in force. The Policyholder shall be liable to us for the payment Premium accruing for the period the Policy continues in force.

## **REINSTATEMENT**

We will not reinstate this rider after it has terminated.

## **ACCELERATED DEATH BENEFIT**

Accelerated death benefit proceeds is the amount we pay to you, while you are living, if you have a Terminal Illness. The accelerated death benefit proceeds are paid only once. This payout is the only settlement option available prior to your death.

The benefit is the amount of the accelerated death benefit shown on the SCHEDULE OF BENEFITS in effect on the date you request accelerated death benefit proceeds.

When you request proceeds under this rider, you will be provided with a disclosure demonstrating the effect of the acceleration on the death benefit and Premium, and any other effects on coverage.



## **CONDITIONS FOR THE ACCELERATED DEATH BENEFIT**

To receive a benefit payment under this rider, all of the following conditions must be met:

- Any required life insurance Premium is paid through the date you request proceeds under this rider.
- You request proceeds in writing while you are living. If you are unable to request payment yourself, your legal representative may request it on your behalf.
- You are insured for life insurance benefits under the Policy.
- You are insured for the minimum amount of life insurance as shown on the SCHEDULE OF BENEFITS in order to be eligible for benefits under this rider.
- The benefit percentage elected will equal no less than \$5,000.
- You provide to us written proof from a Doctor that you have a Terminal Illness.
- You provide to us written consent for payment from any irrevocable beneficiary and, in community property states, from your spouse.

## **NOTICE OF CLAIM**

You must send us written notice of claim while you are living and within 90 days of the date the Terminal Illness is diagnosed or as soon thereafter as is reasonably possible. The notice may be given to us at our home office or to our authorized agent or administrator. Notice with information sufficient to identify you, like your name, address and Policy number, will be deemed notice to us.

## **CLAIM FORMS**

Claim forms are available from the Employer or us. If you do not receive the forms within 15 days of the request, you may send us written proof of loss without waiting for the forms. If such written proof of loss covers the occurrence, character and extent of the loss within the time period for proof of loss below, then you will be deemed to have complied with the requirements for providing proof of loss.

## **PROOF OF LOSS**

You must send us written proof of loss while you are living and within 90 days of the date the Terminal Illness is diagnosed. Failure to give proof of loss within 90 days will not invalidate or reduce any claim if it is shown not to have been reasonably possible to give such proof of loss and that proof of loss was given as soon as was reasonably possible. Proof of loss includes information from your Doctor, at your expense, regarding your medical condition. We may require additional information from the Employer in order to verify eligibility. Proof of loss, including any attachments indicated on the claim form(s) as required, should be sent directly to us at the address indicated on the form(s).

## **PHYSICAL EXAMINATION**

We have the right to request a second or third medical opinion, at our expense, in order to determine if you are eligible under the terms of this rider. Any second medical opinion may include a physical examination by a Doctor designated by us. In the case of conflicting medical opinions, eligibility will be determined by a third medical opinion that is provided by a Doctor who is mutually acceptable to you and us.

## **TIME PAYMENT OF CLAIM**

We pay the benefit proceeds to you immediately upon receipt of due written proof of loss. If you are not the current owner of coverage under the Certificate or riders on the date proceeds are requested under this rider, then while you are living the benefit proceeds are payable to the current owner.

Benefit proceeds will be paid as a lump sum.

You may elect to receive the benefit proceeds as a lump sum or in monthly installments. You may elect monthly installments equal to 1-20% of the full amount of the benefit payable under this rider. The minimum monthly installment is \$500. Monthly installments are paid once every 30 days until the full accelerated benefit amount has been paid out. Each monthly installment paid will reduce the remaining death benefit by the same amount.

Any payment we make in good faith will discharge our liability to the extent of such payment.

If you die after you request proceeds under this rider but before any proceeds are received, then the accelerated death benefit claim will be cancelled and any death benefit will be payable under the terms of the Certificate and riders. If any monthly installments are remaining at the time of death, the remaining amount will be payable as a death benefit under the terms of the Certificate and riders.

## LEGAL ACTION

No action at law or in equity shall be brought to recover on this rider prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this rider. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

## EFFECTS ON COVERAGE

When we pay this benefit, coverage is affected in the following ways:

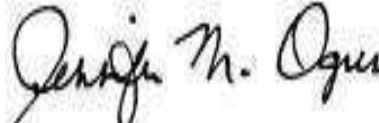
- Your Life Insurance amount is reduced by the accelerated death benefit proceeds paid under this rider.
- Your life insurance amount that may be converted is reduced by the accelerated death benefit proceeds paid under this rider.
- You will not be eligible to increase your life insurance amount.
- Premium is based upon the life insurance amount in force prior to any proceeds paid under this rider. Such Premium must be paid to keep the life insurance coverage in force.
- Your remaining life insurance amount is subject to future BENEFIT REDUCTIONS, if any, as shown on the SCHEDULE OF BENEFITS in the Certificate or riders.
- You will not be able to reinstate your coverage to its full amount in the event of a recovery from a Terminal Illness.

If any death benefit remains after payment of the accelerated death benefit, coverage under the AD&D Rider will be unaffected by the payment of an accelerated death benefit

Executed at our Home Office:  
20 Washington Avenue South  
Minneapolis, MN 55401



Carolyn M. Johnson  
President



Jennifer M. Ogren  
Secretary

# **CONTINUATION OF INSURANCE RIDER**

## **RELIASTAR LIFE INSURANCE COMPANY**

20 Washington Avenue South, Minneapolis, Minnesota 55401

**POLICYHOLDER:** Oakland Unified School District

**GROUP POLICY NUMBER:** 70110-6GAT2

This rider is made a part of the Group Term Life Insurance Certificate and is subject to all of the provisions, limitations and exclusions of the Policy and Certificate, unless changed by this rider. Unless expressly changed by this rider, the terms used in this rider have the same meaning as in the Certificate.

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Definitions.....	page 1
General Provisions.....	page 1
Continuation of Insurance.....	page 2

### **DEFINITIONS**

**Leave of Absence** means you are absent from Active Employment for a period of time under a leave granted in writing by the Employer that is in accordance with the Employer's formal leave policies. Your normal vacation time is not considered a Leave of Absence.

**Total Disability or Totally Disabled** means that due to an injury or sickness you are unable to perform the material duties of your regular job, and you are unable to perform any other job for which you are fit by education, training or experience.

### **GENERAL PROVISIONS**

#### **ELIGIBILITY FOR RIDER**

If you are covered under the Policy, then you are eligible for this rider on the latest of the following:

- The Policy effective date.
- The date this rider is available to the eligible class of Employees to which you belong.
- Your life insurance coverage effective date.

#### **EFFECTIVE DATE OF RIDER**

You will be covered at 12:01 a.m. standard time at the Policyholder's address on the date you are eligible for this rider.

#### **CHANGE OF INSURANCE CARRIERS**

The CHANGE OF INSURANCE CARRIERS provision in the Certificate is revised to include an Employee whose coverage was being continued under a similar continuation provision of the Employer's prior policy on the date the Employer changes insurance carriers to our Policy.

#### **TERMINATION OF RIDER**

This rider terminates on the earliest of the following:

- The date your life insurance terminates.
- The date this rider is terminated for all Employees under the Policy.
- The date this rider is terminated for the eligible class of Employees to which you belong.

## **CONTINUATION OF INSURANCE**

If you stop Active Employment due to:

- Employer-approved Leave of Absence, or
- Total Disability,

then life insurance coverage may be continued under the Policy beyond the date you are no longer in Active Employment, limited to the time period(s) described below.

During this continued coverage period, the amount of continued insurance equals the amount in effect the day prior to the continuation period. That amount will reduce or stop according to the Certificate and riders in effect the day prior to the continuation period.

Premiums are due during the continuation period on the same basis as on the day prior to the continuation period. Contact the Employer for more information.

If an eligible claim occurs while coverage is being continued under this rider, then benefits will be paid as described in the Certificate and riders.

### **FAMILY AND MEDICAL LEAVE**

If you are on a Leave of Absence as described under the Family and Medical Leave Act of 1993 and any amendments ("FMLA") or applicable state family and medical leave law ("State FML"), and the Employer's human resource policy provides for continuation of life insurance during an FMLA or State FML Leave of Absence, then your life insurance coverage may be continued until the end of the later of:

- The leave period permitted by FMLA.
- The leave period permitted by state FML.

This continuation of coverage includes all riders that were in effect on the date before the FMLA or State FML Leave of Absence began.

### **SICKNESS OR INJURY**

If you are on a Leave of Absence due to your sickness or injury, including Total Disability, then your life insurance coverage may be continued until the last day of the month which is on or next follows the date which is 12 months after the date you stopped Active Employment.

This continuation of coverage includes all riders that were in effect on the date before the Leave of Absence began.

### **MILITARY LEAVE**

If you are on a Leave of Absence for active military service as described under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") and applicable state law, then your life insurance coverage may be continued until the last day of the month which is on or next follows the date which is 3 months after the date you stopped Active Employment.

This continuation of coverage includes all riders that in effect on the date before the Leave of Absence began.

### **OTHER LEAVE OF ABSENCE**

If you are on a Leave of Absence for any other reason, then your life insurance coverage may be continued until the last day of the month which is on or next follows the date which is 12 months after the date you stopped Active Employment.

This continuation of coverage includes all riders that were in effect on the date before the Leave of Absence began.

### **CONCURRENT LEAVES OF ABSENCE**

If you would be eligible for more than one type of continuation under this rider during any one period that you are not in Active Employment, we will consider such periods to be concurrent for the purpose of determining how long your coverage may continue under the Policy.

## **TERMINATION OF CONTINUATION**

Coverage continued under this rider will end on the earliest of the following:

- The end of the continuation period as indicated above.
- The end of the period for which Premiums are paid if the next Premium is not paid by its due date, subject to the grace period.
- The date you are eligible under the Policy as an Active Employee.
- The date of your death.
- The date you become covered under another group life insurance policy as an employee or member.
- The date the Policy terminates.
- The date coverage for all Active Employees under the Policy terminates.

In no event will coverage for you be continued beyond the date coverage would otherwise end according to the termination provision(s) of the Certificate and riders.

When this continuation ends, insurance under the Policy will stay in force only if all of the following conditions are met:

- Life insurance is in force for Active Employees under the Policy, and
- You are in an eligible class for coverage under the Policy, and
- Your Premium payments are resumed.

The amount of insurance will be subject to the Certificate and riders in effect on the date your Premium payments are resumed.

## **CONVERSION FOLLOWING TERMINATION OF CONTINUATION**

When continuation under this rider ends other than for nonpayment of Premium and if you are not otherwise eligible for insurance under the Policy, then conversion will be available as described in the CONVERSION provision of the Certificate and riders.

## **RETURN TO ACTIVE EMPLOYMENT**

If coverage is not continued during an FMLA or State FML Leave of Absence, and you return to Active Employment immediately following the end of the FMLA or State FML Leave of Absence and while coverage is in force for Active Employees under the Policy, then your coverage may be reinstated effective the date you return to Active Employment. The amount(s) of coverage will be subject to the SCHEDULE OF BENEFITS in effect on the date you return to Active Employment. We will not apply a new Eligibility Waiting Period or require Evidence of Insurability for the same or lesser amount(s) of coverage.

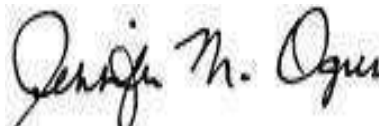
If coverage is not continued during your Leave of Absence for active military service, and you return to Active Employment while coverage is in force for Active Employees under the Policy, then your coverage may be reinstated in accordance with USERRA and applicable state law.

If coverage is not continued during any other period that is eligible for continuation under the Policy, and you return to Active Employment while coverage is in force for Active Employees under the Policy, then the terms of the Certificate and riders will apply.

Executed at our Home Office:  
20 Washington Avenue South  
Minneapolis, MN 55401



Carolyn M. Johnson  
President



Jennifer M. Ogren  
Secretary

**PORTABILITY RIDER**  
**RELIASTAR LIFE INSURANCE COMPANY**

20 Washington Avenue South, Minneapolis, Minnesota 55401

**POLICYHOLDER:** Oakland Unified School District

**GROUP POLICY NUMBER:** 70110-6GAT2

This rider is made a part of the Group Term Life Insurance Certificate and is subject to all of the provisions, limitations and exclusions of the Policy and Certificate, unless changed by this rider. Unless expressly changed by this rider, the terms used in this rider have the same meaning as in the Certificate.

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**DEFINITIONS**

**Total Disability** or **Totally Disabled** means that due to an injury or sickness you are unable to perform the material duties of your regular job, and you are unable to perform any other job for which you are fit by education, training or experience.

**GENERAL PROVISIONS**

**ELIGIBILITY FOR RIDER**

If you are covered under the Policy, then you are eligible for this rider on the latest of the following:

- The Policy effective date.
- The date this rider is available to the eligible class of Employees to which you belong.
- Your life insurance coverage effective date.

**EFFECTIVE DATE OF RIDER**

You will be covered at 12:01 a.m. standard time at the Policyholder's address on the date you are eligible for this rider.

**TERMINATION OF RIDER**

This rider terminates on the earliest of the following:

- The date your life insurance terminates.
- The date this rider is terminated for all Employees under the Policy.
- The date this rider is terminated for the eligible class of Employees to which you belong.

This rider will not terminate while your coverage is being continued under the terms of this rider.

**PORTABILITY**

If there are any Covered Persons on portability under this rider when the Policy would otherwise terminate, the Policy will remain in force to cover those Covered Persons on portability until the date there are no Covered Persons on portability.

## **EMPLOYEE PORTABILITY**

Portability means you can apply to continue coverage under the same Policy after it would otherwise terminate, if certain conditions are met. Continued coverage under this rider includes the following:

- Employee Life Insurance under the Certificate
- Employee AD&D Insurance under the AD&D Rider
- Coverage under all riders except any Continuation riders

## **CONDITIONS FOR EMPLOYEE PORTABILITY**

All of the following conditions must be met:

- You must apply for a minimum of \$5,000 in continued Employee coverage.
- You have not applied for conversion of life insurance on the same amounts.
- You apply for portability before the date you attain age 69.
- You did not stop Active Employment due to Total Disability.
- You are not on a leave of absence for your sickness or injury.
- You apply for portability within 31 days of the date your life insurance coverage would otherwise terminate due to any of the following:
  - You retire or terminate employment with the Employer, if coverage remains in effect under the Policy for other Active Employees.
  - The Policyholder terminates coverage under the Policy for all Active Employees, and does not replace it with another life insurance plan.
  - You are no longer in an eligible class for coverage under the Policy.
  - Any other continuation provided under the Policy ends.

You will be given notice of your portability and conversion rights at least 15 days before the date any part of your life insurance ends. Your portability rights will expire on the later of 16 days after you are given such notice or the end of the conversion period, but in no event will your portability rights extend beyond 60 days after the expiration of the conversion period.

Portability is not available for any of the following:

- Any amounts of life insurance for which a conversion application has been received by us.
- Coverage that reduces due to your change from one eligible class to another.
- Coverage that reduces due to a Policy change.
- Coverage that ends due to termination of a continuation for your sickness or injury.
- Coverage that ends due to termination of a continuation for your Total Disability.

You may apply for conversion of any terminating life insurance amounts that are not eligible for portability. See the CONVERSION provision of the Certificate and riders.

## **APPLICATION FOR EMPLOYEE PORTABILITY**

You may apply for portability on the same amount of insurance that would otherwise terminate or a lesser amount according to the available amounts on the portability application. The amount(s) that can be continued under this rider are subject to the following maximum(s):

- The lesser of 5 times your Basic Yearly Earnings or \$25,000 total Employee Life Insurance
- \$25,000 total Employee AD&D Insurance, not to exceed the total amount of Employee Life ported

You may apply for conversion of any terminating life insurance amounts that exceed the maximum amount(s) eligible for portability. See the CONVERSION provision of the Certificate and riders. You will not be eligible to increase the ported coverage amount(s). Ported coverage is subject to all the terms of the Policy.

If you die within 31 days of the date you become eligible for portability under this rider (the "conversion period"), any life insurance amount that you were entitled to convert will be payable according to the CONVERSION provision of the Certificate and riders. Any AD&D Insurance amount you are eligible to port will be payable according to the AD&D Rider. Any unearned Premiums paid for portability will be refunded to the Beneficiary.

You do not need to provide Evidence of Insurability in order to apply for portability. You may complete the Evidence of Insurability section of the application if you want to request a lower portability Premium rate. If we accept your

application for portability but decline any Evidence of Insurability, you may either pay the standard portability Premium rate or apply for conversion of life insurance within 31 days of the date we provide you written notice of conversion. See the CONVERSION provision of the Certificate and riders.

Your application for portability must be approved by us. When we approve your application, ported coverage under this rider will be effective on the day after the conversion period ends. Premiums under this rider will be billed directly to you on a quarterly basis. Each quarterly Premium due will include a billing fee as indicated on the portability application or subsequent notice. Continued Premium payment is required to keep coverage in force. The initial Premium will be based on the portability Premium rates in effect at the time you apply for portability. We may change the portability Premium rates at any time upon 90 days written notice to you.

If you have made an absolute assignment of your insurance, only the current owner may apply for portability.

#### **MISSTATEMENT OF EVIDENCE OF INSURABILITY FOR EMPLOYEE PORTABILITY**

If your Premium rates are based on Evidence of Insurability as provided on your application for portability, and you have misstated any information requested on the application for portability such that the lower Premium rates would not have been approved by us, then we will adjust your Premium to the standard portability Premium rates. Any back Premium due as a result of this adjustment will be required. We will not adjust your Premium after coverage has been continued under this rider for two years during your lifetime.

#### **GRACE PERIOD FOR EMPLOYEE PORTABILITY**

You have a grace period of 31 days for the payment of any Premium due. During the grace period coverage will remain in force. If full Premium payment is not received by us by the due date, we will give written notification to you that if the Premium is not paid by the end of the grace period then all coverage will end on the last day of the grace period. If we fail to give such written notice, coverage will continue in effect until the date such notice is given. We may extend the grace period by giving written notice of such intent to you, and such notice will specify the date all coverage will terminate if the Premium remains unpaid. You are required to pay a pro rata Premium for any period coverage was in force during the grace period. Premium payment is required for any grace period, any extension of such period, and any period for which coverage was in effect and Premium was not paid.

#### **TERMINATION OF EMPLOYEE PORTABILITY**

Coverage continued under this provision will end on the earliest of the following:

- The end of the period for which Premiums are paid if the next Premium is not paid by its due date, subject to the grace period.
- The date you attain age 70.
- The date you die.


You may apply for conversion of any life insurance amount(s) that terminate when portability under this rider ends, other than for nonpayment of Premium or at your death. See the CONVERSION provision of the Certificate and riders.

Any unearned Premiums paid for ported coverage will be refunded.

Executed at our Home Office:  
20 Washington Avenue South  
Minneapolis, MN 55401



Carolyn M. Johnson  
President



Jennifer M. Ogren  
Secretary



# ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) RIDER

## RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

**POLICYHOLDER:** Oakland Unified School District

**GROUP POLICY NUMBER:** 70110-6GAT2

This rider is made a part of the Group Term Life Insurance Certificate and is subject to all of the provisions, limitations and exclusions of the Policy and Certificate, unless changed by this rider. Unless expressly changed by this rider, the terms used in this rider have the same meaning as in the Certificate.

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### SCHEDULE OF BENEFITS

#### BASIC EMPLOYEE AD&D INSURANCE

Basic Employee AD&D Insurance is Noncontributory by Employees.

Eligible Class(es)	Full Amount
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All Eligible Employees	Equal to the amount of Basic Employee Life Insurance
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#### MAXIMUM AMOUNT OF BASIC EMPLOYEE AD&D INSURANCE

\$25,000

The Basic Employee AD&D Insurance amount will not exceed the Basic Employee life insurance amount in force.

#### ACCIDENTAL DEATH BENEFIT

For:	Benefit Amount:
------	-----------------

#### ACCIDENTAL DISMEMBERMENT BENEFITS

For:	Benefit Amount:
------	-----------------

## OTHER ACCIDENTAL LOSS BENEFITS

### For:

Loss of Sight in both eyes  
Loss of Sight in one eye  
Loss of Speech  
Loss of Hearing  
Paralysis of all four limbs  
Paralysis of three limbs  
Paralysis of two limbs  
Paralysis of one limb  
Coma

### Benefit Amount:

100% of the Full Amount of AD&D Insurance  
50% of the Full Amount of AD&D Insurance  
50% of the Full Amount of AD&D Insurance  
50% of the Full Amount of AD&D Insurance  
100% of the Full Amount of AD&D Insurance  
75% of the Full Amount of AD&D Insurance  
50% of the Full Amount of AD&D Insurance  
25% of the Full Amount of AD&D Insurance  
2% of the Full Amount of AD&D Insurance to a maximum of \$24,000

Only one Full Amount is payable for any combination of the losses listed above per Covered Person. For example: if the Covered Person has a loss for which the Benefit Amount paid was 50% of the Full Amount of that Covered Person's AD&D Insurance, then the Benefit Amount for that Covered Person's next loss will be no more than 50% of the Full Amount.

## ADDITIONAL ACCIDENT BENEFITS

### Benefit:

Safety Belt use

### Additional Amount:

Equal to a maximum of \$10,000

Airbag use

Equal to a maximum of \$10,000

Transportation/Repatriation

Equal to a maximum of \$2,000

Child Care (per child)

Equal to annually up to a total of \$3,600 for all children

Child education (per student)

Equal to up to a total of \$3,000 for all students per academic year for up to 4 years.

Spouse education

Equal to 5% of the full Benefit Amount for loss of life up to a total of \$3,000 per academic year for up to 4 years

Occupational assault

Equal to 100% of the full Benefit Amount for the loss to a maximum of \$10,000

## DEFINITIONS

**Accidental Injury** means a bodily injury sustained by a Covered Person, which is a direct result of an accident, independent of disease or bodily or mental illness or infirmity or any other cause, and which occurs while the Covered Person's insurance under this rider is in force. Accidental Injury includes bodily injury caused by exposure to the elements when the exposure is a direct result of an accident.

**Airbag** means a passenger restraint system properly installed in the Automobile in which the Covered Person was riding at the time of the Accidental Injury, which inflates for added protection to the head and chest areas.

**Automobile** means any self-propelled private passenger vehicle which has four or more tires and which is not being used for commercial purposes.

**Child Care** means any facility or private care that:

- is licensed as child care by the state,
- provides non-medical care and supervision for children, and
- is not operated by you or a member of your immediate family.

**Coma** means a state of deep and total unconsciousness from which the comatose person cannot be aroused, as determined by a Doctor, and which continues for a period of 30 days.

**Covered Person** means:

- You, if you are covered for life insurance under the Policy.

**Doctor** means a person who is licensed to practice medicine in the state in which treatment is received and providing treatment or advice in accordance with the license. State law may require consideration of professional services of a practitioner other than a medical physician. If so, then this definition includes persons recognized as qualified to treat the condition for which claim is made by the state in which treatment is received. This definition does not include you or your spouse, or your or your spouse's children, parents, grandparents, grandchildren, siblings and their spouses.

**Loss of a Foot** means the foot is permanently severed from the body at or above the ankle but below the knee.

**Loss of a Hand** means the hand is permanently severed from the body at or above the wrist, but below the elbow. Loss of a Hand includes loss of the thumb and index finger of the same hand where the thumb and index finger are permanently severed through or above the metacarpophalangeal joints (i.e. the third joint from the tip of the finger or the second joint from the tip of the thumb).

**Loss of a Leg** means the leg is permanently severed from the body at or above the knee.

**Loss of an Arm** means the arm is permanently severed from the body at or above the elbow.

**Loss of Hearing** means the entire and irrevocable loss of hearing in both ears, as determined by a Doctor.

**Loss of Sight** means permanent and uncorrectable loss of sight in an eye, as determined by a Doctor. The visual acuity must be 20/200 or worse in the eye, or the field of vision must be less than 20 degrees.

**Loss of Speech** means the entire and irrevocable loss of speech as determined by a Doctor.

**Paralysis** means the total impairment of voluntary movement and sensory function of a limb (arm or leg), without severance, and the paralysis is determined by a Doctor to be permanent, complete and irreversible.

**Safety Belt** means a passenger restraint system properly installed in the Automobile in which the Covered Person was riding at the time of the Accidental Injury, which consists of a belt or strap.

## GENERAL PROVISIONS

### ELIGIBILITY

If you are working for the Employer in an eligible class (shown in the Certificate's SCHEDULE OF BENEFITS), you are eligible for this rider on the latest of the following dates:

- The Policy effective date.
- The date this rider is available to the eligible class of Employees to which you belong.
- Your life insurance coverage effective date.

### EFFECTIVE DATE

Each Covered Person will be covered at 12:01 a.m. standard time at the Policyholder's address on the date the Covered Person is eligible for coverage.

### TERMINATION

This rider will terminate on the earliest of the following:

- The date your life insurance terminates.

- The date this rider is terminated for all Employees under the Policy.
- The end of the period for which Premiums for this rider are paid if the next Premium is not paid by its due date, subject to the grace period.
- The date you voluntarily cancel this rider in Writing, as allowed by the Employer unless prohibited by federal and state law.
- The date you retire from Active Employment with the Employer.

Termination will not prejudice the payment of benefits for a covered loss caused by an Accidental Injury that occurs while the Covered Person is insured under this rider.

## **CONVERSION**

When coverage under this rider terminates, conversion of AD&D coverage to an individual policy is not available.

## **INCONTESTABILITY**

Any statement made by you is considered a representation and not a warranty. We will not use such statement to avoid insurance, reduce benefits or defend a claim unless the statement is included in a Written statement of insurability which has been Signed by you and a copy of such statement of insurability has been given to you or to the Beneficiary. The validity of your life insurance will not be contested, except for nonpayment of premiums, after it has been in force for two years from its effective date.

## **ENTIRE CONTRACT**

Coverage for insured Employees is provided under a contract of group term insurance between us and the Policyholder. The entire contract consists of all of the following:

- The Policy issued to the Policyholder including Part A and Part B.
- The Certificates which are made part of Part B under the Policy.
- Any riders, endorsements and/or amendments issued.
- The Policyholder's Signed application, a copy of which is attached to the Policy when issued.

## **REINSTATEMENT**

We will not reinstate this rider after it has terminated.

## **AD&D BENEFITS**

We will pay an AD&D benefit according to the SCHEDULE OF BENEFITS if a Covered Person suffers a covered loss (as described below) as the result of an Accidental Injury. The Covered Person must be insured under this rider on the date of the Accidental Injury, and the cause of the loss must not be excluded.

If any benefit described below indicates that it is payable to you if living, and you are not the current owner of coverage under the Certificate or riders on the date of the loss, then those benefit proceeds are payable to the current owner. See the Portability Rider for information about the eligible Beneficiary for continued coverage after your death or divorce.

### **Accidental Death**

A benefit is payable to the Beneficiary if an Accidental Injury causes a Covered Person's death within 365 days of the Accidental Injury. See the Certificate and riders for more information about the Beneficiary.

We will presume that the Covered Person died as a result of Accidental Injury if all of the following are true:

- The conveyance in which the Covered Person was traveling (including but not limited to an automobile, airplane, ship or train) disappears, sinks or is wrecked.
- The body of the Covered Person is not found.
- A reasonable period of time, but not more than 365 days has lapsed from the later of the date the conveyance was scheduled to arrive at its destination or the date the Covered Person was reported missing to the authorities.

If we pay an Accidental Death benefit due to the Covered Person's disappearance and it is later found that the Covered Person is alive, the benefits paid must be refunded to us.

### **Accidental Dismemberment**

A benefit is payable if an Accidental Injury causes a Covered Person's loss of a covered limb or appendage within 365 days of the Accidental Injury. The types of and benefit amounts for covered Accidental Dismemberment losses are

shown on the SCHEDULE OF BENEFITS. Accidental Dismemberment benefits are payable to you if living, otherwise to the Beneficiary.

If Accidental Injury causes more than one loss to the same covered limb or appendage, only the largest benefit for the loss will be payable.

### **Other Accidental Loss**

A benefit is payable if an Accidental Injury causes a Covered Person's loss as described below. The benefit amounts for these covered losses are shown on the SCHEDULE OF BENEFITS. These benefits are payable to you if living, otherwise to the Beneficiary.

**Loss of Sight:** The Covered Person has a Loss of Sight in one or both eyes, and the Loss of Sight is continuous for 180 days following the date the Loss of Sight began.

**Loss of Speech:** The Covered Person has a Loss of Speech that is continuous for 180 days following the date the Loss of Speech began.

**Loss of Hearing:** The Covered Person has a Loss of Hearing in both ears, and the Loss of Hearing is continuous for 180 days following the date the Loss of Hearing began.

**Paralysis:** The Covered Person has Paralysis of one or more limbs. Only one Paralysis benefit is payable per Accidental Injury.

**Coma:** The Covered Person is in a Coma that is continuous for 30 days following the date the Coma began.

### **Additional Accident Benefits**

When a benefit is payable under this rider for Accidental Death, Accidental Dismemberment or Other Accidental Loss, an Additional Accident Benefit may be payable under the terms described below. The additional benefit amounts are shown on the SCHEDULE OF BENEFITS. These benefits are payable to you if living, otherwise to the Beneficiary.

**Safety Belt use:** The Accidental Injury causing death occurs while the Covered Person is riding in an Automobile equipped with Safety Belts, and the Covered Person was wearing a properly fastened Safety Belt at the time of the Accidental Injury.

If the accident report or other accident records can't verify the Safety Belt use, and payment of this benefit would not otherwise be excluded, then a flat benefit amount of \$1,000 is payable.

This benefit is not payable if the death was in consequence of the Covered Person being intoxicated as defined by the jurisdiction where the loss occurred.

**Airbag use:** The Accidental Injury causing death occurs while the Covered Person is riding in an Automobile equipped with an Airbag for the Covered Person's seat in which the Airbag for the Covered Person's seat operated properly upon impact at the time of the Accidental Injury. The Covered Person must also have been wearing a properly fastened Safety Belt at the time of the Accidental Injury.

If the accident report or other accident records can't verify the Airbag use, and payment of this benefit would not otherwise be excluded, then a flat benefit amount of \$1,000 is payable.

This benefit is not payable if the death was in consequence of the Covered Person being intoxicated as defined by the jurisdiction where the loss occurred.

**Transportation/Repatriation:** The Covered Person's accidental death occurs at least 100 miles from the Covered Person's primary residence.

**Child Care:** Your dependent child under age 13 is enrolled in Child Care within 31 days of the date of your death for which a benefit is payable under this rider. You or the Beneficiary must provide proof annually that your child remains eligible. Benefits will stop when your child is no longer eligible.

If you do not have an eligible dependent child, a flat benefit amount of \$1,000 is payable.

**Child education:** Your dependent child is enrolled as a full-time student in an accredited post-secondary institution of higher learning beyond grade 12 within 12 months following the date of your death for which a benefit is payable under this rider. To be considered full-time, your child's full-time school attendance must be 6 months or more in each annual period following the loss. Benefits are payable at the end of each annual period following the loss. You or the Beneficiary must provide proof annually that your child remains eligible. Benefits will stop when your child is no longer eligible.

A dependent child for this benefit means your unmarried child less than age 26 who is supported by you financially, whether in whole or in part.

**Spouse education:** Your spouse is enrolled as a full-time student in an accredited post-secondary institution of higher learning beyond grade 12 within 12 months following the date of your death for which a benefit is payable under this rider. To be considered full-time, your spouse's full-time school attendance must be 6 months or more in each annual period following the death. Benefits are payable at the end of each annual period following the death. The Beneficiary must provide proof annually that your spouse remains eligible. Benefits will stop when your spouse is no longer eligible.

A spouse for this benefit means your lawful spouse and includes your domestic partner or civil union partner who is recognized as equivalent to a spouse in the state with governing jurisdiction of the Policy. It also includes your domestic partner as defined by the Employer if you have completed and signed an affidavit of domestic partnership on a form acceptable to the Employer.

**Occupational assault:** Your loss for which a benefit is payable under this rider is the result of an intentional and unlawful act of physical violence directed at you by another person while you were performing assigned duties of your employment with the Employer. A report of criminal activity must be filed by you or on your behalf with the appropriate law enforcement authority within 48 hours of the assault.

## **NOTICE OF CLAIM**

You or the Beneficiary must send us written notice of claim within 30 days after the date of loss, or as soon as reasonably possible. The notice may be given to us at our home office or to our authorized agent or administrator. The notice must include information to identify you, like your name, address and Policy number.

## **CLAIM FORMS**

Claim forms are available from the Employer or us. If the Beneficiary does not receive the forms within 15 days of the request, the Beneficiary may send us written proof of loss without waiting for the forms. If such written proof of loss covers the occurrence, character and extent of the loss within the time period for proof of loss below, then the Beneficiary will be deemed to have complied with the requirements for providing proof of loss.

## **PROOF OF LOSS AND PHYSICAL EXAMINATION**

For death claims, the Beneficiary must send us proof of loss within 90 days after the date of death. For all other claims, the Beneficiary must send us proof of loss within 90 days after the date of the loss. For benefits that provide periodic payments, the Beneficiary must send us proof of loss within 90 days after the period for which we are liable. Failure to give such proof within this timeframe will not invalidate or reduce any payable claim if it was not reasonably possible to give such proof within that time, and that proof was given as soon as reasonably possible.

Proof of loss for a death claim consists of a certified copy of the Covered Person's death certificate or other lawful evidence providing equivalent information, and proof of the claimant's interest in the proceeds. Proof of loss for any other claim consists of information from the Covered Person's Doctor, at your expense, regarding the Covered Person's loss that is covered under this rider. We may require additional information from the Employer in order to verify eligibility. Proof of loss, including any attachments indicated on the claim form(s) as required, should be sent directly to us at the address indicated on the form(s).

We may require the Covered Person to be examined, at our expense, by one or more Doctors or other medical practitioners of our choice. We can require an examination as often as it is reasonable to do so while a claim is pending.

We will review proof of loss we receive in order to determine our liability and the correct payee(s).

## EXCLUSIONS

Benefits under this rider are not payable for any loss caused or substantially contributed to by any of the following:

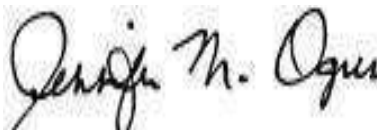
- Any attempt at suicide or intentionally self-inflicted injury, while sane or insane.
- Any armed conflict, whether declared as war or not, involving any country or government.
- Active participation in a riot, insurrection or terrorist activity.
- Committing or attempting to commit a felony.
- Engaging in an illegal occupation.
- Voluntary intake of any drug, unless prescribed or administered by a physician and taken in accordance with the physician's instructions.
- Voluntary intake of poison, gas or fumes, unless they are the direct result of an occupational accident.
- Engaging in aviation, other than as a fare-paying passenger.

Benefits under this rider are not payable for any loss in consequence of the Covered Person being intoxicated, as defined by the jurisdiction where the loss occurred.

Executed at our Home Office:  
20 Washington Avenue South  
Minneapolis, MN 55401



Carolyn M. Johnson  
President



Jennifer M. Ogren  
Secretary