

# YOUR ACCIDENT INSURANCE PLAN

For Employees of  
Rosemead School District

# GROUP ACCIDENT INSURANCE CERTIFICATE OF COVERAGE

## RELIASTAR LIFE INSURANCE COMPANY

250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

Claims: 888-238-4840 Customer Service: 877-236-7564

**POLICYHOLDER:** Rosemead School District

**GROUP POLICY NUMBER:** 71707-0CAC2

**POLICY EFFECTIVE DATE:** October 1, 2020

**GOVERNING JURISDICTION:** California

### THIS IS LIMITED BENEFIT INDEMNITY COVERAGE

**Benefits are paid for Covered Accidents as defined in the Certificate. The Policy does not constitute comprehensive health insurance coverage (often referred to as "major medical insurance coverage"). In addition, the Policy does not satisfy the requirement of minimum essential coverage under the Affordable Care Act. Benefits are paid under the Policy for Covered Accidents as indemnity insurance and are not intended to cover medical expenses.**

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. **This is your Certificate as long as you are eligible for coverage and you become insured. Please read it carefully and keep it in a safe place.**

This Certificate summarizes and explains the parts of the Policy which apply to you. The Certificate is part of the group Policy but by itself is not a 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.

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.

The coverage under the Policy is conditionally renewable according to the terms and provisions of the Policy.

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.

**Exclusions may apply. Please read your Certificate carefully.**

### RIGHT TO EXAMINE CERTIFICATE

**If you are age 65 or older on the effective date of any coverage under the Policy for which you are required to pay all or part of the premium, then you have 30 days from the date you receive your initial Certificate to cancel your coverage and have your full premium contribution refunded, by returning the Certificate to the Policyholder for cancellation without claim.**

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



Amelia (Amy) J. Vaillancourt  
President



Melissa A. O'Donnell  
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 1-877-236-7564.**

**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)**

# TABLE OF CONTENTS

<b>Section</b>	<b>Page</b>
Cover Page.....	1
Consumer Notice.....	2
Table of Contents.....	3
Outline of Coverage.....	4
Schedule of Benefits.....	5
Definitions.....	8
General Provisions.....	12
Accident Benefits.....	17
Exclusions.....	22

# RELIASTAR LIFE INSURANCE COMPANY

## OUTLINE OF COVERAGE

This outline is only a summary of certain provisions in your Certificate. You must consult the Policy and Certificate for contract provisions regarding coverage.

**CATEGORY OF COVERAGE:** Accident Only. This category of coverage is designed to provide, to persons insured, benefits for certain losses resulting from a Covered Accident ONLY, subject to any limitations contained in the Policy. Benefits are not provided for basic hospital, basic medical-surgical, or major-medical expenses.

**BENEFITS:** See the SCHEDULE OF BENEFITS and ACCIDENT BENEFITS sections of the Certificate.

**EXCEPTIONS, REDUCTIONS AND LIMITATIONS:** See the EXCLUSIONS section of the Certificate.

**ELIGIBILITY, TERMINATION AND CONTINUATION:** See the GENERAL PROVISIONS section of the Certificate.

**PREMIUMS:** Information about your premium contribution for coverage may be obtained from the Policyholder.

## SCHEDULE OF BENEFITS

**EMPLOYER:** Rosemead School District

**GROUP POLICY NUMBER:** 71707-0CAC2

**INSURED PERSON:**

You must write your name in the space provided so that it becomes your Certificate. The date you are eligible for coverage is described in the GENERAL PROVISIONS section.

**ELIGIBLE CLASS(ES)**

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

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

Employees who are not citizens or legal residents of the United States are excluded from coverage.

Temporary and seasonal workers are excluded from coverage.

**ELIGIBILITY WAITING PERIOD**

Persons in an eligible class on or before the Policy effective date: End of the month in which you begin Active Employment.

Persons entering an eligible class after the Policy effective date: End of the month in which you begin Active Employment.

**WHO PAYS FOR THE COVERAGE**

You pay the cost of your coverage.

**ACCIDENT BENEFITS**

**ACCIDENT HOSPITAL CARE**

Surgery - open abdominal, thoracic	\$1,500
Surgery - exploratory or without repair	\$200
Blood, Plasma, Platelets	\$625
Hospital Admission	\$1,750
Hospital Confinement	\$375
Critical Care Unit (CCU) Confinement	\$600
Rehabilitation Facility Confinement	\$200
Coma	\$18,500
Transportation	\$800
Lodging	\$200
Family Care	\$30

**ACCIDENT CARE**

Initial Doctor Visit	\$100
Urgent Care Facility Treatment	\$250
Emergency Room Treatment	\$250
Ambulance	
Ground	\$400
Air	\$2,000
Follow-Up Doctor Treatment	\$100
Chiropractic Treatment	\$60
Medical Equipment	\$275
Physical or Occupational Therapy	\$60
Speech Therapy	\$60
Prosthetic Device - one	\$1,250
Prosthetic Device - 2 or more	\$2,000
Major Diagnostic exams	
CT (computerized tomography) or CAT scan (computerized axial tomography)	\$300
MRI (magnetic resonance imaging)	\$300
EEG (electroencephalogram)	\$300
PET (positron emission tomography) scan	\$300
Outpatient Surgery	\$250
X-ray	\$90

**COMMON INJURIES**

Burns	
2 <sup>nd</sup> degree - at least 36% of the body	\$1,500
3 <sup>rd</sup> degree - at least 9 but less than 35 square inches of the body	\$8,500
3 <sup>rd</sup> degree - 35 or more square inches of the body	\$20,000
Skin Grafts	50% of Burn Benefit
Emergency Dental Work	
Crown	\$400
Extraction	\$125
Eye Injury	
Surgery	\$400
Removal of foreign object	\$110

Torn Knee Cartilage	
Surgery with no repair or if cartilage is shaved	\$250
Surgical repair	\$900
Laceration (total of all Lacerations)	
treated, no sutures	\$50
sutures, up to 2 inches	\$90
sutures, 2 to 6 inches	\$350
sutures, over 6 inches	\$750
Ruptured Disk - Surgical repair	\$900
Tendon/Ligament/Rotator Cuff	
One, Surgical repair	\$925
2 or more, Surgical repair	\$1400
Exploratory Arthroscopic Surgery with no repair	\$600
Concussion	\$275
Paralysis	
Quadriplegia	\$27,000
Paraplegia	\$18,000
Dislocations (closed & open reduction)	<b>Closed Reduction /Open Reduction</b>
Hip Joint	\$4,000/\$8,000
Knee	\$3,000/\$6,000
Ankle or Foot Bone(s) other than toes	\$1,800/\$3,600
Shoulder	\$2,200/\$4,400
Elbow	\$1,500/\$3,000
Wrist	\$1,500/\$3,000
Finger/Toe	\$350/\$700
Hand Bone(s) other than fingers	\$1,500/\$3,000
Lower Jaw	\$1,500/\$3,000
Collarbone	\$1,500/\$3,000
Partial Dislocations	25% of Closed Reduction Amount
Fractures (closed & open reduction)	<b>Closed Reduction /Open Reduction</b>
Hip	\$5,000/\$10,000
Leg	\$2,800/\$5,600
Ankle	\$2,500/\$5,000
Kneecap	\$2,500/\$5,000

Foot (excluding toes, heel)	\$2,500/\$5,000
Upper Arm	\$2,750/\$5,000
Forearm, Hand, Wrist (except fingers)	\$2,500/\$5,000
Finger, Toe	\$400/\$800
Vertebral Body	\$4,200/\$8,400
Vertebral Processes	\$2,000/\$4,000
Pelvis (except Coccyx)	\$4,000/\$8,000
Coccyx	\$500/\$1,000
Bones of Face (except nose)	\$1,400/\$2,800
Nose	\$750/\$1,500
Upper Jaw	\$1,750/\$3,500
Lower Jaw	\$2,000/\$4,000
Collarbone	\$2,000/\$4,000
Rib or Ribs	\$600/\$1,200
Skull - simple (except bones of face)	\$1,750/\$3,500
Skull - depressed (except bones of face)	\$5,000/\$10,000
Sternum	\$500/\$1,000
Shoulder Blade	\$2,500/\$5,000
Chip Fractures	25% of Closed Reduction Amount

### **ADDITIONAL BENEFIT(S)**

Sports Accident Benefit

An additional 25% of the Accident Hospital Care, Accident Care, or Common Injuries benefit amount listed above, up to a maximum benefit of \$1,000.

## **DEFINITIONS**

**Accident** or **Accidental** means an unforeseen event that results in a bodily Injury.

**Active Employment** means you are working for the Employer for earnings that are paid regularly.

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.

**Burn** means an Injury caused by heat, chemicals or electricity that is characterized by damage to varying depths of the skin.

**Certificate** means the document that explains the parts of the Policy which apply to eligible Insured Persons. It may include riders, endorsements or amendments.

**Child** or **Children** means your child from birth to 26 years of age who is a biological, adopted or foster son or daughter, a stepson or stepdaughter, a legal ward or a person for whom you have legal responsibility to take on the functions and responsibilities of a parent.

This definition includes a Child of your registered domestic partner who is recognized as equivalent to a Spouse by California law. It also includes a Child of 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.

This definition includes your Child age 26 or older who remains dependent on you for support and maintenance because that Child is incapable of self-sustaining employment due to physical or intellectual disability. Written proof of the Child's incapacity must be furnished along with any proof of claim.

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

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

**Chip Fracture** means a Fracture in which a piece of the bone is broken off near a joint at a place where a ligament is usually attached.

**Chiropractor** means a person other than you or any family member, who is licensed to diagnose and treat neuromuscular disorders, with an emphasis on treatment through manual adjustment and/or manipulation of the spine, in the state in which treatment is received and providing treatment or advice in accordance with the license.

**Coma** means a state of unconsciousness for 14 consecutive days due to a Covered Accident with:

- no reaction to external stimuli,
- no reaction to internal needs, and
- the use of life support systems.

**Confined** or **Confinement** means that on the advice of a Doctor, your assignment to a bed as a resident inpatient in a Hospital or Rehabilitation Facility. There must be a charge for room and board.

**Concussion** means an Injury to the brain produced by a violent blow and followed by temporary or prolonged loss of function.

**Covered Accident** means an Accident that:

- occurs on or after your coverage effective date and the effective date of any riders,
- occurs while your coverage is in force, and
- is not excluded by name or specific description in the Policy.

**Critical Care Unit** means a specifically designated part of a Hospital commonly referred to as an intensive care unit which meets all of the following requirements:

- It provides medical care to patients who are critically ill or injured and who require intensive comprehensive observation and care.
- It is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement.
- It is permanently equipped with special lifesaving equipment for the care of the critically ill or injured.
- It is under constant and continuous observation by a specially trained nursing staff assigned exclusively to the intensive care unit on a 24 hour basis.
- It is assigned a Doctor on a full-time basis.

Critical Care Unit does not include a sub-acute intensive care unit that provides a level of medical care below intensive care, but above a regular private or semi-private room or ward such as a step-down unit.

**Dislocation** means a separated joint.

- **Open Reduction** of Dislocation means surgical reduction of a completely separated joint.
- **Closed Reduction** of Dislocation means non-surgical reduction of a completely separated joint.
- **Incomplete** Dislocation means the joint is not completely separated.

**Doctor** means a person other than you or any family member, 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 doctor. 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.

**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.

**Emergency Room** means a specified area within a Hospital, or a standalone facility licensed as an emergency room with the state, that is designated for emergency care.

**Employee** means a person 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.

**Eyelid** means the moveable fold of skin and muscle that covers the eye.

**Fracture** means a broken bone that can be seen by x-ray.

- **Open Reduction** of Fracture means the fracture is repaired through a Surgical incision.
- **Closed Reduction** of Fracture means the fracture is reduced or repaired without a Surgical incision.

**Hospital** means an institution that is run for the care and treatment of sick or injured persons as in-patients and which, on its premises or in facilities available to the Hospital on a pre-arranged basis, fully meets each of the following requirements:

- It is operated in accordance with the laws pertaining to hospitals in the jurisdiction in which it is located.
- It is under the supervision of a medical staff and has one or more Doctors available at all times.
- It provides 24 hours a day service by registered graduate nurses (RNs).
- It is not an institution or any part of an institution used as: a hospice unit, including any bed designated as a hospice or a swing bed; a convalescent home; a rest or nursing facility; a free-standing surgical center; a rehabilitative facility; an extended-care facility; a skilled nursing facility; or a facility primarily affording custodial, educational care, or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, or drug or alcohol addiction.

**Injury** means a bodily Injury that is the direct result of a Covered Accident.

**Insured Person** means an Employee covered under the Policy and whose coverage remains in effect according to the terms of the Policy.

**Laceration** means a wound or cut in the skin.

**Occupational Therapist** means a person other than you or any family member, who is a licensed health care professional in the state in which treatment is received and providing treatment or advice in accordance with the license. An occupational therapist provides services designed to restore self-care, work, and leisure skills to patients/clients who have specific performance incapacities or deficits that reduce their abilities to cope with the tasks of everyday living. An occupational therapist evaluates and treats problems arising from developmental deficits, physical illness or injury, emotional disorders, the aging process, and psychological or social disability.

**Occupational Therapy** means therapy based on engagement in meaningful activities of daily life (as self-care skills, education, work, or social interaction) especially to enable or encourage participation in such activities despite impairments or limitations in physical or mental functioning.

**Outpatient Surgery** means surgical services received at a Hospital or free-standing facility such as a surgical center licensed by the state to render outpatient surgery. The surgical service must be performed by a board certified surgical specialist with anesthesia rendered by a separate provider.

**Paralysis** means spinal cord Injuries sustained in a Covered Accident that result in the loss of use of two or more arms and legs.

- **Paraplegia** = the complete and irreversible Paralysis of both legs.
- **Quadriplegia** = the complete and irreversible Paralysis of both arms and both legs.

**Physical Therapist** means a person other than you or any family member, who:

- is licensed by the state to practice Physical Therapy,
- performs services within the scope of his/her license, and
- practices according to the Code of Ethics of the American Physical Therapy Association.

**Physical Therapy** means the treatment or management of physical disability, malfunction or pain by exercises, hydrotherapy and/or joint or muscle manipulation that is prescribed by a Doctor and administered by a Physical Therapist.

**Policy** means the written group insurance contract between us and the Policyholder.

**Policyholder** means the Employer to whom the Policy is issued and who sponsors the coverage for its Employees.

**Prosthetic Device** means a device, either external or implanted, that substitutes for or supplements a missing or defective part of the body.

**Rehabilitation Facility** means a free-standing facility providing coordinated multidisciplinary physical restorative services to inpatients under the direction of a Doctor knowledgeable and experienced in rehabilitative medicine. A Rehabilitative Facility must meet all the following requirements:

- It is licensed and operated pursuant to law.
- It provides treatment and care for ill and injured persons on an inpatient basis.
- It provides 24 hours a day service by registered graduate nurses (RNs).
- It is not an institution or any part used as: a hospice unit, including any bed designated as a hospice or a swing bed; a convalescent home; a rest or nursing facility; or a facility primarily affording custodial, educational care, or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, or drug or alcohol addiction.

Rehabilitation Facility includes a unit of a Hospital with beds set up and staffed and specifically designated for rehabilitative medicine.

**Ruptured Disk** means a tearing of the outer layer of a spinal disk through which the inner layer may bulge.

**Sickness** means illness, infection or disease. Sickness includes pregnancy or infection that is not caused by an Accident.

**Speech Therapist** means a person other than you or any family member, who is a licensed health care professional in the state in which treatment is received and providing treatment or advice in accordance with the license. The Speech Therapist is trained to evaluate and treat voice, speech, language, or swallowing disorders-eg, hearing impairment, that affect speech (oral-motor-work) and communication.

**Speech Therapy** means therapy for the treatment of speech and communication disorders. The approach used varies depending on the disorder. It may include physical exercises to strengthen the muscles used in speech (oral-motor work), speech drills to improve clarity, or sound production practice to improve articulation.

**Spouse** means your lawful spouse. It includes your registered domestic partner who is recognized as equivalent to a Spouse by California law. 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. Any reference to marriage includes establishment of a domestic partnership. Any reference to divorce includes termination of a domestic partnership.

**Surgery** or **Surgical** means treatment of Sickness or Injury by incising the skin and manually manipulating organs or tissues in order to repair them.

**Urgent Care Facility** means a specified area within a Hospital, or a standalone facility, licensed as an urgent care center with the state, that provides outpatient immediate and semi-urgent healthcare of non-life threatening injuries or illnesses. Urgent Care Facility does not include an Emergency Room as defined.

## GENERAL PROVISIONS

### ELIGIBILITY

If you are working for the Employer 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.

### EFFECTIVE DATE OF COVERAGE

You will be covered at 12:01 a.m. standard time at the Policyholder's address on the latest of the following:

- The date you are eligible for coverage, if you apply for coverage on or before that date.
- The date you apply for coverage.
- The date you return to Active Employment, if you are not in Active Employment when your coverage would otherwise become effective. **Exception:** Coverage starts on a non-working day if you were in Active Employment on your last scheduled working day before the non-working day. Non-working days include time off for the following: vacations, personal holidays, weekends and holidays, approved nonmedical leave of absence and paid time off for nonmedical-related absences.

### CHANGE OF INSURANCE CARRIERS

If you are not in Active Employment due to Injury or Sickness or Employer-approved nonmedical leave of absence on the date the Employer changes insurance carriers to our Policy, and you were covered under the prior policy at the time the Employer's coverage under our Policy became effective, we will provide continuity of coverage under our Policy. In order for this provision to apply, the prior policy's coverage must be similar to our Policy.

If you are not in Active Employment due to Injury or Sickness or Employer-approved nonmedical leave of absence on the effective date of our Policy, and you would otherwise be eligible to become insured under our Policy, we will provide limited coverage under our Policy. Coverage under this provision will begin on our Policy effective date and

will continue until the earliest of the following:

- The date you return to Active Employment.
- The end of any period of continuance or extension provided under the prior policy.
- The date coverage would otherwise end, according to the provisions of our Policy.

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

Any benefits payable under this provision will be paid as if the prior policy had remained in force. We will reduce our payment by any amount for which the prior carrier is liable.

If your coverage ends under this provision, or if you were not covered under the Employer's prior policy on the date that policy terminated, the EFFECTIVE DATE OF COVERAGE provision under our Policy will apply.

## **TERMINATION OF COVERAGE**

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

- The date the Policy is canceled.
- The last day of the month during which you are no longer in an eligible class.
- The last day of the month during which your eligible class is no longer covered.
- The last day of the month during which you voluntarily cancel your coverage.
- The end of the period for which you paid premiums, if you stop making a required premium contribution, subject to the grace period.
- The end of the grace period after a premium due date, if premium is not paid.
- The last day of the month during which you are no longer in Active Employment.

Termination of your coverage will be without prejudice to any claim originating prior to the effective date of such termination.

## **POLICY CANCELLATION**

We may cancel this Policy at any time by written notice delivered to the Policyholder, or mailed to the Policyholder's last address as shown on our records, stating when, not less than 31 days thereafter, such cancellation shall be effective. The Policyholder may cancel this Policy at any time by written notice delivered or mailed to us at our home office, effective on receipt or on such later date as may be specified in the notice. In the event of such cancellation by either us or by the Policyholder, we shall promptly return on a prorata basis the unearned premium paid, if any, and the Policyholder shall promptly pay on a prorata basis the earned premium which has not been paid. (In computing the prorata premium to be returned by us or to be paid by the Policyholder, any discounts in premium or premium rate actually allowed to the Policyholder because of the longer periods for which premiums, at the time of the cancellation, had been paid or agreed to be paid shall be disregarded, and the prorata return or payment of premium will be computed upon the basis of our regular and customary premium or premium rate for the coverage of this Policy.) Such cancellation shall be without prejudice to any claim originating prior to the effective date of such cancellation.

## **PORTABILITY**

Portability means you have the option to continue your coverage after it would otherwise terminate, if certain conditions are met. You must elect portability before you reach age 70.

To continue Your coverage, You must apply for portability and pay the first premium within 31 days of the date Your 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 Insured Persons.
- The Policyholder cancels coverage under the Policy for all Insured Persons, and does not replace it with a similar insurance plan.
- You are no longer eligible for coverage under the Policy.

Ported coverage is subject to all the terms of the Policy and this Certificate.

Premiums will be billed directly to you. 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 60 days written notice to you.

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

- The end of the period for which you paid premiums, if you stop making a required premium contribution, subject to the grace period.
- The date you die.
- The date the Policy is canceled and coverage for all Insured Persons under the Policy terminates, upon 60 days written notice of cancellation.

## **GRACE PERIOD**

A grace period of 60 days will be granted for the payment of premiums accruing after the first premium, during which grace period the Policy shall continue in force, but the Policyholder shall be liable to us for the payment of the premium accruing for the period the Policy continues in force.

If you are on portability, you also have a grace period of 31 days for the payment of any premium due. During the grace period your coverage will remain in force, but you shall be liable to us for the payment of the premium accruing for the period your coverage remains in force.

## **TIME LIMIT ON CERTAIN DEFENSES**

After three years from the date of issue of the Policy, no misstatement of the Policyholder, except a fraudulent misstatement, made in the application shall be used to void the Policy. After three years from your effective date of coverage under the Policy, no misstatements, except fraudulent misstatements, made by you in your application for coverage shall be used to deny a claim for loss incurred after the expiration of the three-year period.

## **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.

## **NOTICE OF CLAIM**

Written notice of claim must be given to us within 30 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of you to us at P.O. Box 20, Minneapolis, Minnesota 55440 or to our authorized agent, with information sufficient to identify you, shall be deemed notice to us.

## **PROOF OF LOSS**

Written proof of loss must be furnished to us within 90 days after the date of such loss. Failure to submit such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of your legal capacity, later than one year from the time proof is otherwise required.

## **TIME OF PAYMENT OF CLAIMS**

Indemnities payable under the Policy will be paid to you as they accrue immediately upon receipt of due written proof of such loss.

## **PHYSICAL EXAMINATION**

At our expense, we shall have the right and opportunity to require you (your person) to be examined as it relates to the Injury that is the basis of the claim. We can require such examination when and as often as we may reasonably require during the pendency of a claim.

## **BENEFIT PAYMENTS**

Benefits are payable to you unless otherwise specified. Any accrued benefits that are payable at your death will be paid to the first survivor(s) who is/are living on the date of your death, in the following order:

1. Your spouse.
2. Your biological and adopted children, in equal shares.
3. Your grandchildren, in equal shares.
4. Your parents, in equal shares.
5. Your siblings, in equal shares.
6. Your estate.

If a survivor entitled to receive a payment dies before receiving it, we will make payment to that person's estate.

"Spouse" in this provision means your lawful spouse. It includes your registered domestic partner who is recognized as equivalent to a Spouse by California law. 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. Any reference to marriage includes establishment of a domestic partnership. Any reference to divorce includes termination of a domestic partnership.

Any payment we make in good faith will discharge our liability as to the extent of such payment. We will pay the benefits in one sum or in a method comparable to one sum.

## **LEGAL ACTION**

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

## **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.

## **CONFORMITY WITH STATE STATUTES**

Any provision of the Policy which, on the Policy effective date and each subsequent Policy anniversary date, conflicts with any law that applies in the jurisdiction where the Policy is issued, is automatically amended to conform to the minimum requirements of such law.

**CHANGES TO POLICY OR CERTIFICATE**

No agent, representative or employee of Ours or of any other entity may change or waive the terms of the Policy, or of any Certificate or rider issued under it, except in a writing signed by one of Our executive officers and endorsed or attached to the Policy.

If there is a conflict between the terms of this Certificate or any attached rider and the Policy, the Policy controls.

## ACCIDENT BENEFITS

Please refer to the GENERAL PROVISIONS for general information about submitting claims. To submit a claim, the Employer needs to provide enrollment and work status information to us, and you will need to complete a claim form. The completed claim form must be returned to us with an itemized bill, Explanation of Benefits (EOB) or other approved proof of Injury. If you are Hospital Confined as a result of the Covered Accident, you must also include a copy of the Hospital bill or an attending physician statement indicating your diagnosis and the number of days you were Hospital Confined. For all motor vehicle Accident claims and any other incidents investigated by any law enforcement agency, you will also need to include a copy of the police report.

### ACCIDENT HOSPITAL CARE BENEFITS

We will pay an ACCIDENT HOSPITAL CARE benefit (as shown in the SCHEDULE OF BENEFITS) if You receive any of the services or meet any of the conditions described below as the result of Injuries received in a Covered Accident. The Injury must occur while You are covered under the Policy. No benefit is payable if You are not covered under the Policy at the time services are received or these conditions are met.

**Blood, Plasma, Platelets:** Transfusion, administration, cross matching, typing and processing of blood, plasma, platelets administered within 90 days after a Covered Accident. This benefit is payable once per Covered Accident.

**Coma:** You have been in a Coma for at least 14 days. This benefit is payable once per Covered Accident.

**Critical Care Unit Confinement:** Confinement in a Critical Care Unit for at least 20 consecutive hours on an inpatient basis as the result of a Covered Accident. The Confinement must begin within 30 days after a Covered Accident. Benefits are payable daily for up to 15 days for a Covered Accident. Benefits are payable for only one Critical Care Unit Confinement at a time even if the Confinement is caused by more than one Covered Accident. Only one type of Confinement benefit is payable for each period of eligible Confinement.

If you are discharged from the Critical Care Unit and then re-Confined within 30 days due to the same Covered Accident or due to a related condition, the re-Confinement will be considered part of the previous Critical Care Unit Confinement(s).

**Family Care:** You are Confined in a Hospital or a Rehabilitation Facility as the result of a Covered Accident, and you have a Child or Children attending a Child Care Center during that Confinement. Benefits are payable daily for up to a total of 45 days of Child Care Center attendance during and immediately following your Confinement. This benefit is payable once per Child per Covered Accident.

**Hospital Admission:** Admission to a Hospital as a result of a Covered Accident. The admission must begin within 6 months after a Covered Accident. This benefit is payable once per Covered Accident. No benefit is payable for any of the following:

- Emergency Room treatment.
- Outpatient Surgery.
- A stay of less than 20 hours in an observation unit.

**Hospital Confinement:** Confinement in a Hospital for at least 20 consecutive hours on an inpatient basis as the result of a Covered Accident. The Hospital Confinement must begin within 6 months after a Covered Accident. Benefits are payable daily for up to 365 days for a Covered Accident. Benefits are payable for only one Hospital Confinement at a time even if the Confinement is caused by more than one Covered Accident. Only one type of Confinement benefit is payable for each period of eligible Confinement.

If you are discharged from the Hospital and then re-Confined within 30 days due to the same Covered Accident or due to a related condition, the re-Confinement will be considered part of the previous Hospital Confinement(s).

**Lodging:** Hotel/motel stay by your companion while you are Confined in a Hospital or a Rehabilitation Facility. The Hospital/Facility must be more than 100 miles from your home. The companion must be 18 years of age or older. This benefit is payable for up to 30 days per Covered Accident.

**Rehabilitation Facility Confinement:** Confinement in a Rehabilitation Facility for 20 consecutive hours on an inpatient basis as the result of a Covered Accident. Benefits are payable daily for each subsequent and continuous day (or portion thereof) of inpatient Rehabilitation Facility Confinement, for up to 90 days per Covered Accident. Benefits are payable for only one Rehabilitation Facility Confinement at a time even if the Confinement is caused by more than one Covered Accident. Only one type of Confinement benefit is payable for each period of eligible Confinement.

If you are released and readmitted to a Rehabilitation Facility within 30 days due to the same Covered Accident or due to a related condition, the re-Confinement will be considered part of the previous Rehabilitation Facility Confinement(s).

**Surgery:** The surgery must take place within 12 months after a Covered Accident. The benefit amount varies based on the type of services received (refer to the SCHEDULE OF BENEFITS). This benefit is payable once per Covered Accident. If your surgery meets more than one of the surgery classifications, the higher amount will be payable. No benefit is payable for hernia repair.

**Transportation:** Transportation for you for special treatment and Confinement in a Hospital or a Rehabilitation Facility. The special treatment must be prescribed by a Doctor and not available locally. The transportation must be more than 100 miles one way. This benefit is payable once per Covered Accident. No benefit is payable for transportation by ground ambulance or air ambulance.

## **ACCIDENT CARE BENEFITS**

We will pay an ACCIDENT CARE benefit (as shown in the SCHEDULE OF BENEFITS) if you receive any of the services or meet any of the conditions described below as the result of Injuries received in a Covered Accident. The Injury must occur while you are covered under the Policy.

**Ambulance, Air:** Transport by a licensed professional air ambulance company to or from a Hospital or between medical facilities, for treatment of Injuries received as the result of a Covered Accident. The transport must be within 48 hours after the Covered Accident. This benefit is payable once per Covered Accident.

**Ambulance, Ground:** Transport by a licensed professional ambulance company to or from a Hospital or between medical facilities, for treatment of Injuries received as the result of a Covered Accident. The transport must be within 90 days after the Covered Accident. This benefit is payable once per Covered Accident.

**Chiropractic Treatment:** Treatment must be received by a Chiropractor in a Chiropractor's office. The treatment must begin within 90 days after a Covered Accident and be completed within 12 months after the Covered Accident. This benefit is payable up to 6 times per Covered Accident.

**Emergency Room Treatment:** Examination and treatment by a Doctor in an Emergency Room within 30 days after a Covered Accident. This benefit is payable once per Covered Accident. **Exception:** If you are also eligible for an Initial Doctor Visit benefit, the Initial Doctor Visit benefit amount will be subtracted from the Emergency Room treatment benefit. If you are also eligible for an Urgent Care Facility treatment benefit, the Urgent Care Facility treatment benefit amount will be subtracted from the Emergency Room treatment benefit.

**Follow-Up Doctor Treatment:** Follow-up treatment by a Doctor must begin within 180 days after a Covered Accident and be completed within 12 months after the Covered Accident. This benefit is only available if you are eligible for the Initial Doctor Visit benefit or the Emergency Room treatment benefit or the Urgent Care Facility treatment benefit. This benefit is payable up to 6 times per Covered Accident.

**Initial Doctor Visit:** Examination and treatment by a Doctor within 30 days after a Covered Accident. This benefit is payable once per Covered Accident. **Exception:** If you are also eligible for an Emergency Room treatment benefit, the Initial Doctor Visit benefit will be subtracted from the Emergency Room treatment benefit. If you are also eligible for an Urgent Care Facility treatment benefit, the Initial Doctor Visit benefit will be subtracted from the Urgent Care Facility treatment benefit.

**Major Diagnostic Exams:** A major diagnostic exam must be prescribed by a Doctor and must occur within 6 months after the Covered Accident. This benefit is payable once per Covered Accident.

**Medical Equipment:** The medical equipment must be prescribed by a Doctor and use must begin within 6 months after the Covered Accident. This benefit is payable once per Covered Accident. The types of eligible equipment are:

- Crutches.
- Wheelchair.
- Back Brace.
- Leg Brace.
- Walker.

**Outpatient Surgery:** Miscellaneous surgery that is not covered by any other specific sum Injury benefit. The surgery must take place within 12 months after a Covered Accident. Only one surgery benefit is payable per 24-hour period even though more than one surgical procedure may be performed. Only one surgery benefit is payable per Covered Accident. No benefit is payable for hernia repair.

**Physical or Occupational Therapy:** Therapy must be prescribed by a Doctor and provided by a Physical Therapist or by an Occupational Therapist in an office or Hospital or a Rehabilitation Facility on an inpatient or outpatient basis. The therapy must begin within 180 days after a Covered Accident and be completed within 12 months after the Covered Accident. This benefit is payable up to 6 times per Covered Accident.

**Prosthetic Device:** You receive a Prosthetic Device prescribed by a Doctor for use following the loss of use of a hand, a foot or the sight of an eye. The Prosthetic Device must be received within one year of a Covered Accident. The benefit amount varies based on the number of Prosthetic Devices received (refer to the SCHEDULE OF BENEFITS). This benefit is payable once per Covered Accident. Prosthetic Devices do not include any of the following:

- Hearing aids.
- Dental aids including false teeth.
- Eye-glasses.
- Artificial joints.
- Cosmetic prostheses such as hair wigs.

**Speech Therapy:** Speech therapy must be prescribed by a Doctor and provided by a Speech Therapist in an office or a Rehabilitation Facility on an inpatient or outpatient basis. The therapy must begin within 180 days after a Covered Accident and be completed within 12 months after the Covered Accident. This benefit is payable 6 times per Covered Accident.

**Urgent Care Facility Treatment:** Examination and treatment by a Doctor in an Urgent Care Facility within 30 days after a Covered Accident. This benefit is payable once per Covered Accident. **Exception:** If you are also eligible for an Initial Doctor Visit benefit, the Initial Doctor Visit benefit amount will be subtracted from the Urgent Care Facility treatment benefit. If you are also eligible for an Emergency Room treatment benefit, the Urgent Care Facility treatment benefit will be subtracted from the Emergency Room treatment benefit.

**X-ray:** An x-ray must be prescribed by a Doctor. This benefit is payable within 90 days of a Covered Accident and is payable once per Covered Accident.

## COMMON INJURIES BENEFITS

We will pay a COMMON INJURIES benefit (as shown on the SCHEDULE OF BENEFITS) if you receive any of the services or meet any of the conditions described below as the result of Injuries received in a Covered Accident. The Injury must occur while you are covered under the Policy.

**Burns:** The Burn must be treated by a Doctor within 72 hours after a Covered Accident. The benefit amount varies based on the Burn classification (refer to the SCHEDULE OF BENEFITS). If your Burn meets more than one of the Burn classifications, the higher amount will be payable. This benefit is payable once per Covered Accident.

**Concussion:** The Concussion must be diagnosed by a Doctor within 72 hours after a Covered Accident. The diagnosis must be confirmed by the use of some type of medical imaging procedure; i.e. x-ray, CT scan or MRI.

**Dislocations:** The Dislocation must be diagnosed by a Doctor within 90 days after a Covered Accident. The Dislocation must require Open or Closed Reduction by a Doctor. The benefit amount will vary based on the type of services received.

- If the reduction is done without anesthesia, the benefit will be reduced to 25% of what would have been paid for a Closed Reduction of the same joint.
- If the Dislocation is incomplete, the benefit will be reduced to 25% of what would have been paid for a Closed Reduction of the same joint.

If you receive more than one Dislocation in the same Covered Accident, a benefit is payable for all Dislocations. However, the benefit will be no more than two times the benefit amount for the joint involved which pays the highest benefit amount.

If you receive a Dislocation and a Fracture in the same Covered Accident, a benefit is payable for both. However, the benefit will be no more than two times the amount for the bone or joint involved which pays the highest benefit amount.

If you receive a Dislocation or a Fracture and you tear, rupture or sever a tendon/ligament/rotator cuff in the same Covered Accident, only one benefit is payable. The benefit payable will be the largest of either the Dislocation, the Fracture or the tendon/ligament/rotator cuff benefit.

This benefit is payable once per Covered Accident. **Exception:** Subsequent Dislocations of the same joint in a different Covered Accident are not covered.

**Emergency Dental Work:** Natural teeth must be damaged due to a Covered Accident and either extracted or repaired by the placement of a crown. The benefit amount varies based on the type of services received (refer to the SCHEDULE OF BENEFITS). This benefit is payable once per Covered Accident regardless of the number of teeth involved.

**Eye Injury:** The eye Injury must be treated by a Doctor within 90 days after a Covered Accident. The Injury must require Surgery or the removal of a foreign object by a Doctor. The benefit amount varies based on the type of services received (refer to the SCHEDULE OF BENEFITS). This benefit is payable once per Covered Accident. No benefit is payable for examination with anesthesia or for an Injury to the Eyelid.

**Fractures:** The Fracture must be diagnosed by a Doctor within 90 days after a Covered Accident. The Fracture must require Open or Closed Reduction by a Doctor. If the Doctor diagnoses the Fracture as a Chip Fracture, the benefit will be reduced to a percentage of what would have been paid for a Closed Reduction of the same bone. The benefit amount varies based on the type of services received (refer to the SCHEDULE OF BENEFITS).

If you receive more than one Fracture in a Covered Accident, a benefit is payable for all Fractures. However, the benefit will be no more than two times the benefit amount listed for the bone which pays the highest benefit amount.

If you receive a Fracture and a Dislocation in the same Covered Accident, a benefit is payable for both. However, the benefit will be no more than two times the amount for the bone or joint involved which pays the highest benefit amount.

If you receive a Fracture or a Dislocation and you tear, rupture or sever a tendon/ligament/rotator cuff in the same Covered Accident, only one benefit is payable. The benefit payable will be the largest of either the Fracture, the Dislocation or the tendon/ligament/rotator cuff benefit.

**Laceration:** The Laceration must be treated by a Doctor within 72 hours after a Covered Accident. The benefit amount will be based on the total length of all Lacerations requiring repair that are received in any one Covered Accident. If the Laceration is severe enough to require stitches but the Doctor chooses to repair it another way, the benefit will be determined as if the Laceration was stitched. This benefit is payable once per Covered Accident.

**Paralysis:** Paralysis must be confirmed by a Doctor and based on documented evidence of the Injury that caused the Paralysis. The duration of the Paralysis must be at least 30 days and expected to be permanent. The benefit amount varies based on the degree of Paralysis (refer to the SCHEDULE OF BENEFITS). This benefit is payable once per Covered Accident.

**Ruptured Disk:** You must receive surgical repair of a Ruptured Disk. The Ruptured Disk must be treated by a Doctor within 90 days after a Covered Accident. Surgical Repair by a Doctor is required within one year after the Covered Accident. This benefit is payable once per Covered Accident.

**Skin Graft:** The Skin Graft is for a Burn for which a benefit was paid under the Burn benefit in this section. This benefit is payable once per Covered Accident.

**Tendon/Ligament/Rotator Cuff:** The tendon, ligament or rotator cuff must be torn, ruptured or severed and repaired through Surgery within 90 days after a Covered Accident. The benefit amount varies based on the number of repairs required and the services received (refer to the SCHEDULE OF BENEFITS). This benefit is payable once per Covered Accident.

If you receive a Dislocation or a Fracture and you tear, rupture or sever a tendon/ligament/rotator cuff in the same Covered Accident, only one benefit is payable. The benefit payable will be the largest of either the Dislocation, the Fracture or the tendon/ligament/rotator cuff benefit.

**Torn Knee Cartilage:** You must receive Surgical repair of torn knee cartilage. The Injury must be treated by a Doctor within 60 days after a Covered Accident. Surgical repair of the tear must occur within 6 months after the Covered Accident. The benefit amount varies based on the type of service received (refer to the SCHEDULE OF BENEFITS). This benefit is payable once per Covered Accident.

## **ADDITIONAL BENEFIT(S)**

**Sports Accident Benefit:** An additional percentage of the Accident Hospital Care, Accident Care or Common Injuries benefit amount is payable if the Covered Accident is the result of an Organized Sporting Activity.

This benefit does not apply to any additional benefits provided under a separate rider.

## EXCLUSIONS

Benefits are not payable for any loss caused in whole or directly by any of the following:

- Commission of or attempt to commit a felony or being engaged in an illegal occupation.
- An Accident while you are operating a motorized vehicle while legally intoxicated or under the influence of any controlled substance unless administered on the advice of a Doctor.
- Suicide, attempted suicide or any intentionally self-inflicted Injury, while sane or insane.
- War or any act of war, whether declared or undeclared (excluding acts of terrorism).
- Loss sustained while on active duty as a member of the armed forces of any nation. We will refund, upon written notice of such service, any premium which has been accepted for any period not covered as a result of this exclusion.
- Intoxication or being under the influence of any narcotic, unless administered under the advice of a Doctor.
- Riding in or driving any motor-driven vehicle in a race, stunt show or speed test.
- Operating, or training to operate, or service as a crew member of, or jumping, parachuting or falling from, any aircraft or hot air balloon, including those which are not motor-driven. Flying as a fare-paying passenger is not excluded.
- Engaging in hang-gliding, bungee jumping, parachuting, sailgliding, parasailing, parakiting or kitesurfing.
- Practicing for, or participating in, any semi-professional or professional competitive athletic contests for which any type of compensation or remuneration is received.
- Any Sickness.

# SPOUSE ACCIDENT RIDER

## RELIASTAR LIFE INSURANCE COMPANY

250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

**POLICYHOLDER:** Rosemead School District

**GROUP POLICY NUMBER:** 71707-0CAC2

**INSURED PERSON:**

**SPOUSE:**

You must write your name and your Spouse's name in the spaces provided so that it becomes your rider. The date your Spouse is eligible for coverage is described in the GENERAL PROVISIONS section of this rider.

This rider is made a part of the Accident 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.

### CONTENTS

Section	Page
Schedule of Benefits.....	1
Definitions.....	1
General Provisions.....	2
Accident Benefits.....	3
Exclusions .....	4

### SCHEDULE OF BENEFITS

#### WHO PAYS FOR THE COVERAGE

You pay the cost of coverage under this rider.

#### ACCIDENT BENEFITS

The benefit amounts for your Spouse are the same as the benefit amounts for you as shown in the SCHEDULE OF BENEFITS section of the Certificate, based on your Spouse's Covered Accident.

### DEFINITIONS

General terms defined in the DEFINITIONS section of the Certificate regarding medical conditions and eligibility apply to your Spouse.

**Spouse** means your lawful spouse. It includes your registered domestic partner who is recognized as equivalent to a Spouse by California law. 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. Any reference to marriage includes establishment of a domestic partnership. Any reference to divorce includes termination of a domestic partnership.

## GENERAL PROVISIONS

### ELIGIBILITY

If you are covered under the Policy, then your Spouse is eligible under this Rider on the latest of the following:

- The Policy effective date.
- The date this rider is available to the eligible class of Insured Persons to which you belong.
- Your Accident coverage effective date.
- The date of your marriage.

If your Spouse is covered under the Policy as an Employee, then your Spouse is not eligible for coverage under this rider.

### EFFECTIVE DATE

Your Spouse will be covered at 12:01 a.m. standard time at the Policyholder's address on the latest of the following:

- The date your Spouse is eligible for coverage, if you apply for Spouse coverage on or before that date.
- The date you apply for Spouse coverage.
- The date you return to Active Employment, if you are not in Active Employment when your Spouse's coverage would otherwise become effective. **Exception:** Coverage starts on a non-working day if you were in Active Employment on your last scheduled working day before the non-working day. Non-working days include time off for the following: vacations, personal holidays, weekends and holidays, approved nonmedical Leave of Absence and paid time off for nonmedical-related absences.

### TERMINATION

This rider terminates on the earliest of the following:

- The date your Certificate terminates.
- The date this rider is terminated for all Insured Persons under the Policy.
- The last day of the month during which you voluntarily cancel this rider.
- The last day of the month during which your Spouse is no longer an eligible Spouse as defined by this rider. See the PORTABILITY FOLLOWING DEATH OR DIVORCE provision below.
- The end of the period for which premiums are paid, if the next required premium contribution is not paid, subject to the grace period.

### PORTABILITY

If you are approved by us to continue your coverage under the Certificate's PORTABILITY provision, then this rider can also be continued during portability.

## **PORTABILITY FOLLOWING DEATH OR DIVORCE**

If you die or divorce, your Spouse can apply to continue Spouse coverage if certain conditions are met. Your Spouse must have been insured under this rider on the date of your death or divorce, your Spouse must be under age 70 and your Spouse must apply for portability and pay the first premium within 31 days of the date of your death or divorce.

If your Spouse is approved by us for portability, your Spouse will become the owner of the Spouse coverage that was previously provided under this rider. Ported coverage is subject to all the terms of the Policy and Certificate.

Premiums will be billed directly to your Spouse. 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 your Spouse applies for portability. We may change the portability premium rates at any time upon 60 days written notice to your Spouse.

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

- The end of the period for which your Spouse paid premiums, if your Spouse stops making a required premium contribution, subject to the grace period.
- The date your Spouse dies.
- The date the Policy terminates and coverage for all Insured Persons under the Policy terminates, upon 60 days written notice of termination.

## **PHYSICAL EXAMINATION**

At our expense, we shall have the right and opportunity to require your spouse to be examined as it relates to the Injury that is the basis of the claim. We can require such examination when and as often as we may reasonably require during the pendency of a claim.

## **BENEFIT PAYMENTS**

Benefits under this rider are payable to you. Any accrued benefits that are payable at your death will be paid according to the BENEFIT PAYMENTS provision in the Certificate. For Portability Following Death or Divorce, any accrued benefits that are payable at the time of your Spouse's death will be paid to your Spouse's estate.

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

## **ACCIDENT BENEFITS**

The benefits for your Spouse are the same as the benefits for you as shown in the ACCIDENT BENEFITS section of the Certificate, based on your Spouse's Covered Accident.

Only one family care benefit is payable per Child if you and your Spouse are simultaneously Confined in a Hospital or a Rehabilitation Facility.

To submit a claim, the Employer needs to provide enrollment and work status information to us and you will need to complete a claim form. The completed claim form must be returned to us with an itemized bill, Explanation of Benefits (EOB) or other approved proof of Injury. If your Spouse is Hospital Confined as a result of the Covered Accident, you must also include a copy of the hospital bill or an attending physician statement indicating your Spouse's diagnosis and the number of days your Spouse was Hospital Confined. For all motor vehicle accident claims and any other incidents investigated by any law enforcement agency, you will also need to include a copy of the police report.

## EXCLUSIONS

Benefits are not payable for any loss caused in whole or directly by any of the following:

- Commission of or attempt to commit a felony or being engaged in an illegal occupation.
- An Accident while your Spouse is operating a motorized vehicle while legally intoxicated or under the influence of any controlled substance unless administered on the advice of a Doctor.
- Suicide, attempted suicide or any intentionally self-inflicted Injury, while sane or insane.
- War or any act of war, whether declared or undeclared (excluding acts of terrorism).
- Loss sustained while on active duty as a member of the armed forces of any nation. We will refund, upon written notice of such service, any premium which has been accepted for any period not covered as a result of this exclusion.
- Intoxication or being under the influence of any narcotic, unless administered under the advice of a Doctor.
- Riding in or driving any motor-driven vehicle in a race, stunt show or speed test.
- Operating, or training to operate, or service as a crew member of, or jumping, parachuting or falling from, any aircraft or hot air balloon, including those which are not motor-driven. Flying as a fare-paying passenger is not excluded.
- Engaging in hang-gliding, bungee jumping, parachuting, sailgliding, parasailing, parakiting, or kitesurfing.
- Practicing for, or participating in, any semi-professional or professional competitive athletic contests for which any type of compensation or remuneration is received.
- Any Sickness.

Executed at our Home Office:  
250 Marquette Avenue, Suite 900  
Minneapolis, MN 55401



Amelia (Amy) J. Vaillancourt  
President



Melissa A. O'Donnell  
Secretary

# CHILDREN'S ACCIDENT RIDER

## RELIASTAR LIFE INSURANCE COMPANY

250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

**POLICYHOLDER:** Rosemead School District

**GROUP POLICY NUMBER:** 71707-0CAC2

**INSURED PERSON:**

You must write your name in the spaces provided so that it becomes your rider. The date your Children is eligible for coverage is described in the GENERAL PROVISIONS section of this rider.

This rider is made a part of the Accident 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.

### CONTENTS

Section	Page
Schedule of Benefits.....	1
Definitions.....	2
General Provisions.....	3
Accident Benefits.....	5
Exclusions.....	5

### SCHEDULE OF BENEFITS

#### WHO PAYS FOR THE COVERAGE

You pay the cost of coverage under this rider.

#### ACCIDENT BENEFITS

The benefit amounts for your Children are the same as the benefit amounts for you as shown in the SCHEDULE OF BENEFITS section of the Certificate, based on your Child's Covered Accident.

## DEFINITIONS

General terms defined in the DEFINITIONS section of the Certificate regarding medical conditions and eligibility apply to your Children.

**Child or Children** means a child from birth but less than 26 years of age who is one of the following:

- Your biological or adopted child (including a child placed for adoption).
- Your stepchild.
- A child of your registered domestic partner who is recognized as equivalent to a Spouse by California law.
- A child of 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.
- Your foster child or a child or grandchild for whom you are a legal guardian.
- Your legal ward or a person for whom you have legal responsibility to take on the functions and responsibilities of a parent.

The child must also meet all of the following conditions:

- Not be on full-time active duty in the armed forces of any country or subdivision thereof.
- Legally reside in the United States or its territories or possessions.
- Not be insured under the Policy as an Employee or Spouse.

This definition includes your Child age 26 or older who is incapable of self-sustaining employment due to physical or intellectual disability. Written proof of the Child's incapacity must be furnished to us at our home office within 31 days after the Child reaches the limiting age. We may require, at reasonable intervals, but not more than once a year after the two year period following attainment of the limiting age, evidence satisfactory to us that the incapacity is continuing.

Coverage will continue while the Child remains incapable of self-sustaining employment due to physical or intellectual disability and continues to meet the definition of Child except for the age limit.

**Spouse** means your lawful spouse. It includes your registered domestic partner who is recognized as equivalent to a Spouse by California law. 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. Any reference to marriage includes establishment of a domestic partnership. Any reference to divorce includes termination of a domestic partnership.

## GENERAL PROVISIONS

### ELIGIBILITY

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

- The Policy effective date.
- The date this rider is available to the eligible class of Insured Persons to which you belong.
- Your Accident coverage effective date.
- The date you acquire a Child by marriage, birth or adoption.

If your Child is covered under the Policy as an Employee, then your Child is not eligible for coverage under this rider.

If both you and your Spouse are covered under the Policy as an Employee, then only one, but not both, may cover the same Children under this rider. If the parent who is covering the Children stops being insured as an Employee then the other parent may apply for Children's coverage under this rider within 60 days.

### EFFECTIVE DATE

Your Children will be covered at 12:01 a.m. standard time at the Policyholder's address on the latest of the following:

- The date your Children are eligible for coverage, if you apply for Children's coverage on or before that date.
- The date you apply for Children's coverage.
- The date you return to Active Employment, if you are not in Active Employment when your Children's coverage would otherwise become effective. **Exception:** Coverage starts on a non-working day if you were in Active Employment on your last scheduled working day before the non-working day. Non-working days include time off for the following: vacations, personal holidays, weekends and holidays, approved nonmedical Leave of Absence and paid time off for nonmedical-related absences.

If you have coverage under this rider and you acquire a new eligible Child due to birth, marriage or adoption, then the newly eligible Child will be covered automatically from the date of the event.

### TERMINATION

Coverage for each Child ends on the earliest of the following:

- The date this rider terminates.
- The last day of the month during which the Child reaches age 26, unless he/she is disabled as defined under the definition of Child. Coverage of a disabled Child ends when the Child is no longer dependent on you for support and maintenance.

This rider terminates on the earliest of the following:

- The date your Certificate terminates.
- The date this rider is terminated for all Insured Persons under the Policy.
- The last day of the month during which you voluntarily cancel this rider.
- The date you no longer have any eligible Children covered under this rider. See the PORTABILITY FOLLOWING DEATH provision below.
- The end of the period for which premiums are paid, if the next required premium contribution is not paid, subject to the grace period.

## **PORTABILITY**

If you are approved by us to continue your coverage under the Certificate's PORTABILITY provision, then this rider can also be continued during portability.

## **PORTABILITY FOLLOWING DEATH**

If you die and your Spouse is approved by us for portability under the Spouse Accident Rider, then this rider can be continued under your Spouse's coverage. Following portability of this rider, Children may be covered only if they would have been eligible for coverage under the eligibility rules in force prior to the death of the Employee.

Premiums will be billed directly to your Spouse. 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 your Spouse applies for portability. We may change the portability premium rates at any time upon 60 days written notice to your Spouse.

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

- The end of the period for which your Spouse paid premiums, if your Spouse stops making a required premium contribution, subject to the grace period.
- The date your Spouse dies.
- The date there are no longer any eligible Children covered under this rider.
- The date the Policy terminates and coverage for all Insured Persons under the Policy terminates, upon 60 days written notice of termination.

## **PHYSICAL EXAMINATION**

At our expense, we shall have the right and opportunity to require your Child to be examined as it relates to the Injury that is the basis of the claim. We can require such examination when and as often as we may reasonably require during the pendency of a claim.

## **BENEFIT PAYMENTS**

Benefits under this rider are payable to you. Any accrued benefits that are payable at your death will be paid according to the BENEFIT PAYMENTS provision in the Certificate. For Portability Following Death, any accrued benefits that are payable at the time of your Spouse's death will be paid to your Spouse's estate.

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

## ACCIDENT BENEFITS

The benefits for your Children are the same as the benefits for you as shown in the ACCIDENT BENEFITS section of the Certificate, based on your Child's Covered Accident. Benefits are payable for each covered Child.

No family care benefit is payable for your Child's Covered Accident.

To submit a claim, the Employer needs to provide enrollment and work status information to us and you will need to complete a claim form. The completed claim form must be returned to us with an itemized bill, Explanation of Benefits (EOB) or other approved proof of Injury. If your Child is Hospital Confined as a result of the Covered Accident, you must also include a copy of the Hospital bill or an attending physician statement indicating your Child's diagnosis and the number of days your Child was Hospital Confined. For all motor vehicle accident claims and any other incidents investigated by any law enforcement agency, you will also need to include a copy of the police report.

## EXCLUSIONS

Benefits are not payable for any loss caused in whole or directly by any of the following:

- Commission of or attempt to commit a felony or being engaged in an illegal occupation.
- An Accident while your Child is operating a motorized vehicle while legally intoxicated or under the influence of any controlled substance on the advice a Doctor.
- Suicide, attempted suicide or any intentionally self-inflicted injury, while sane or insane.
- War or any act of war, whether declared or undeclared (excluding acts of terrorism).
- Loss sustained while on active duty as a member of the armed forces of any nation. We will refund, upon written notice of such service, any premium which has been accepted for any period not covered as a result of this exclusion.
- Intoxication or being under the influence of any narcotic, unless administered under the advice of a Doctor.
- Riding in or driving any motor-driven vehicle in a race, stunt show or speed test.
- Operating, or training to operate, or service as a crew member of, or jumping, parachuting or falling from, any aircraft or hot air balloon, including those which are not motor-driven. Flying as a fare-paying passenger is not excluded.
- Engaging in hang-gliding, bungee jumping, parachuting, sailgliding, parasailing, parakiting, or kitesurfing.
- Practicing for, or participating in, any semi-professional or professional competitive athletic contests for which any type of compensation or remuneration is received.
- Any Sickness.

Executed at our Home Office:  
250 Marquette Avenue, Suite 900  
Minneapolis, MN 55401



Amelia (Amy) J. Vaillancourt  
President



Melissa A. O'Donnell  
Secretary

**CONTINUATION OF INSURANCE RIDER**  
**RELIASTAR LIFE INSURANCE COMPANY**

250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

**POLICYHOLDER:** Rosemead School District

**GROUP POLICY NUMBER:** 71707-0CAC2

**INSURED PERSON:**

You must write your name in the space provided so that it becomes your rider. The date you are eligible for coverage is described in the GENERAL PROVISIONS section of this rider.

This rider is made a part of the Accident 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.

**CONTENTS**

<b>Section</b>	<b>Page</b>
Definitions.....	1
General Provisions.....	1
Continuation of Insurance.....	2

**DEFINITIONS**

**Covered Person** means:

- You, if you are covered for Accident insurance under the Policy.
- Your Spouse who is covered under your Spouse Accident Rider.
- Your Children who are covered under your Children’s Accident Rider.

**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.

**GENERAL PROVISIONS**

**ELIGIBILITY**

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 Accident coverage effective date.

**EFFECTIVE DATE**

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**

This rider terminates on the earliest of the following:

- The date your Accident 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

then 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.

## **EMPLOYER-APPROVED LEAVE(S) OF ABSENCE**

### **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 insurance during an FMLA or State FML Leave of Absence, then insurance coverage for all Covered Persons 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, then insurance coverage for all Covered Persons may be continued until the last day of the month which next follows the date which is 6 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 insurance coverage for all Covered Persons may be continued until the last day of the month which next follows the date which is 6 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.

**Other Leave of Absence**

If you are on a Leave of Absence for any other reason, then insurance coverage for all Covered Persons may be continued until the last day of the month which next follows the date which is 6 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 in Active Employment.
- The date of your death.
- The date you become covered under another group Accident insurance policy as an employee or member.
- The date the Policy terminates.
- The date coverage for all Employees under the Policy terminates.

In no event will coverage for any Covered Person 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:

- Accident insurance is in force for 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.

**RETURN TO ACTIVE EMPLOYMENT**

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

Executed at our Home Office:  
250 Marquette Avenue, Suite 900  
Minneapolis, MN 55401



Amelia (Amy) J. Vaillancourt  
President



Melissa A. O'Donnell  
Secretary

**NOTICE OF PROTECTION PROVIDED BY  
CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION**

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association (“the Association”). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers’ care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone’s rights or obligations or the rights or obligations of the Association.

**COVERAGE**

• **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

• **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

• **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

- **Life Insurance**
  - 80% of death benefits but not to exceed \$300,000
  - 80% of cash surrender or withdrawal values but not to exceed \$100,000
- **Annuities and Structured Settlement Annuities**
  - 80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

• **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is \$546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association’s website [www.califega.org](http://www.califega.org).

## **COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE**

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state.
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

---

## **NOTICES**

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at [www.califega.org](http://www.califega.org), or contact either of the following:

California Life and Health Insurance  
Guarantee Association  
P.O. Box 16860,  
Beverly Hills, CA 90209-3319  
(323) 782-0182

California Department of Insurance  
Consumer Communications Bureau  
300 South Spring Street  
Los Angeles, CA 90013  
(800) 927-4357

**Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.**