

YOUR  
GROUP  
**BASIC LIFE**  
INSURANCE PLAN

For Employees and Retirees of

**PERALTA COMMUNITY COLLEGE DISTRICT**

# CONTENTS

|  |    |
|--|----|
| CERTIFICATION PAGE .....                                 | 1  |
| SCHEDULE OF BENEFITS.....                                | 2  |
| EMPLOYEE'S INSURANCE.....                                | 7  |
| DEPENDENT'S INSURANCE.....                               | 9  |
| LIFE INSURANCE.....                                      | 11 |
| Waiver of Life Insurance Premium Disability Benefit..... | 11 |
| Accelerated Death Benefit .....                          | 13 |
| Accidental Death & Dismemberment (AD&D) Insurance .....  | 14 |
| Dependent's Life Insurance .....                         | 18 |
| CONVERSION RIGHTS .....                                  | 19 |
| CLAIM PROCEDURES .....                                   | 21 |
| GENERAL PROVISIONS .....                                 | 22 |
| DEFINITIONS .....  | 23 |

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

**ReliaStar Life Insurance Company  
P.O. Box 20  
Minneapolis, Minnesota 55440  
Telephone Number: (800) 955-7736**

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

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

**California Department of Insurance  
Consumer Communications Bureau  
300 South Spring Street, South Tower  
Los Angeles, California 90013  
Outside Los Angeles: 1-800-927-HELP (1-800-927-4357)  
Los Angeles: (213) 897-8921**

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

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

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

**Group Policy Number  
67094-4GAT**

**Policyholder  
Peralta Community College District**

The Dependent's Insurance part of this certificate applies to you only if you are insured for it.

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

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

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

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

Registrar

# SCHEDULE OF BENEFITS

Applicable to Former Board Members and Active Board of Trustee Employees

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

| <b>Class</b>   | <b>Amount of Life Insurance</b> | <b>Full Amount of AD&amp;D Insurance</b> |
|--|---------------------------------|--|
| Former Board Members and Active Board of Trustee Employees | \$100,000                       | NONE                                     |

For Former Board Members and Active Board of Trustee Employees, your coverage does not reduce or terminate due to age.

### Accelerated Death Benefit

This benefit is equal to 80% of your amount of Life Insurance in force, or \$250,000, whichever is less. This benefit is available to employees only. Employees must have at least \$10,000 in Life Insurance coverage in force to qualify for this benefit.

### Dependent Life Insurance

| <b>Class</b>                                      | <b>Amount of Life Insurance</b> |
|---|---------------------------------|
| Spouse or Domestic Partner                        | \$1,000**                       |
| • Child (each)<br>from birth to six months of age | \$100                           |
| • from six months but less than 26                | \$500                           |

The amount of insurance for a dependent can be no more than your Life Insurance amount.

\*\*Beginning on and after your spouse's or domestic partner's 65th birthday, ReliaStar Life decreases the amount of dependent's insurance on your spouse or domestic partner. ReliaStar Life pays a percentage of the amount otherwise payable as follows:

- From the 65th birthday to age 70, ReliaStar Life pays 65%,
- From the 70th birthday and after, ReliaStar Life pays 50%.

# SCHEDULE OF BENEFITS

Applicable to Active Chancellor

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

| <b>Class</b>      | <b>Amount of Life Insurance*</b>                                 | <b>Full Amount of AD&amp;D Insurance*</b>                        |
|-------------------|--|--|
| Active Chancellor | The lesser of: 1.5 times your Basic Yearly Earnings or \$600,000 | The lesser of: 1.5 times your Basic Yearly Earnings or \$600,000 |

\*Beginning on and after your 65th birthday, ReliaStar Life decreases the amount of your insurance.

ReliaStar Life pays a percentage of the amount otherwise payable as follows:

- From your 65th birthday to age 70, ReliaStar Life pays 65%,
- From your 70th birthday and after, ReliaStar Life pays 50%.

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

### Accelerated Death Benefit

This benefit is equal to 80% of your amount of Life Insurance in force, or \$250,000, whichever is less. This benefit is available to employees only. Employees must have at least \$10,000 in Life Insurance coverage in force to qualify for this benefit.

### Dependent Life Insurance

| <b>Class</b>  | <b>Amount of Life Insurance</b> |
|---|---------------------------------|
| Spouse or Domestic Partner  | \$1,000**                       |
| • Child (each)<br>from birth to six months of age                           | \$100                           |
| • from six months but less than 19 years, student<br>dependent less than 23 | \$500                           |

The amount of insurance for a dependent can be no more than your Life Insurance amount.

\*\*Beginning on and after your spouse's or domestic partner's 65th birthday, ReliaStar Life decreases the amount of dependent's insurance on your spouse or domestic partner. ReliaStar Life pays a percentage of the amount otherwise payable as follows:

- From the 65th birthday to age 70, ReliaStar Life pays 65%,
- From the 70th birthday and after, ReliaStar Life pays 50%.

# SCHEDULE OF BENEFITS

Applicable to All Other Active Employees

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

| <b>Class</b>           | <b>Amount of Life Insurance*</b>                                 | <b>Full Amount of AD&amp;D Insurance*</b>                        |
|------------------------|--|--|
| All Eligible Employees | The lesser of: 1.5 times your Basic Yearly Earnings or \$100,000 | The lesser of: 1.5 times your Basic Yearly Earnings or \$100,000 |

**Basic Yearly Earnings** – the yearly salary or wage you receive for work done for the Policyholder including commissions averaged over the previous 12 month period. It does not include bonuses or overtime pay.

To determine benefits, your amount of insurance is rounded to the next higher \$1,000 multiple unless the amount equals a multiple of \$1,000.

\*Beginning on and after your 65th birthday, ReliaStar Life decreases the amount of your insurance.

ReliaStar Life pays a percentage of the amount otherwise payable as follows:

- From your 65th birthday to age 70, ReliaStar Life pays 65%,
- From your 70th birthday and after, ReliaStar Life pays 50%.

## Accelerated Death Benefit

This benefit is equal to 80% of your amount of Life Insurance in force, or \$250,000, whichever is less. This benefit is available to employees only. Employees must have at least \$10,000 in Life Insurance coverage in force to qualify for this benefit.

## Dependent Life Insurance

| <b>Class</b>   | <b>Amount of Life Insurance</b> |
|--|---------------------------------|
| Spouse or Domestic Partner   | \$1,000**                       |
| • Child (each)<br>from birth to six months of age                        | \$100                           |
| • from six months but less than 19 years, student dependent less than 23 | \$500                           |

The amount of insurance for a dependent can be no more than your Life Insurance amount.

\*\*Beginning on and after your spouse's or domestic partner's 65th birthday, ReliaStar Life decreases the amount of dependent's insurance on your spouse or domestic partner. ReliaStar Life pays a percentage of the amount otherwise payable as follows:

- From the 65th birthday to age 70, ReliaStar Life pays 65%,
- From the 70th birthday and after, ReliaStar Life pays 50%.

# SCHEDULE OF BENEFITS

## Applicable to Retired Employees

### Life Insurance

| <b>Class</b>                   | <b>Amount of Life Insurance*</b>                                 |
|--------------------------------|--|
| All Eligible Retired Employees | The lesser of: 1.5 times your Basic Yearly Earnings or \$100,000 |

**Basic Yearly Earnings** – the yearly salary or wage you received on the last day you worked for the Policyholder including commissions averaged over the previous 12 month period. It does not include bonuses or overtime pay. To determine benefits, your amount of insurance is rounded to the next higher \$1,000 multiple unless the amount equals a multiple of \$1,000.

\*For retired employees, your insurance stops on your 66th birthday. Your coverage does not reduce due to age.

**Retired Employees are not eligible for Accidental Death and Dismemberment (AD&D) Insurance, the Accelerated Death Benefit, the Waiver of Premium Benefit, or Dependent Life Insurance.**

## SCHEDULE OF BENEFITS

### Proof of Good Health

Proof of good health is required for amounts in excess of the limits described below. Coverage is subject to the Group Policy's proof of good health requirements that are in force on the effective date of coverage. Any increase to coverage is subject to the Group Policy's proof of good health requirements that are in force on the effective date of the increase. For proof of good health, a completed Evidence of Insurability form must be submitted to ReliaStar Life for approval.

### Employee Life Insurance

- Coverage on the Group Policy Effective Date continued from the Policyholder's prior plan...

### Limit without Proof

Current amount, up to \$600,000

- Initial Eligibility on or after the Group Policy Effective Date...

\$600,000

- Increases due to salary, job or class changes, that combined with existing coverage do not exceed \$600,000...

Amount of the increase

### Dependent Life Insurance

- Coverage on the Group Policy Effective Date continued from the Policyholder's prior plan...

### Limit without Proof

Current amount, up to \$1,000 on your spouse or domestic partner, and up to \$500 on your child(ren).

- Initial eligibility for dependent coverage on or after the Group Policy Effective Date...

\$1,000 on your spouse or domestic partner, and \$500 on your child(ren).



# EMPLOYEE'S INSURANCE

## Eligibility

You are eligible on the date you start continuous service with the Policyholder.

You must meet the following conditions to become insured:

- Be eligible for the insurance.
- Be actively at work.
- Give to ReliaStar Life proof of good health, which it approves, as required on the Schedule of Benefits.

## Effective Date of Employee's Insurance

Your insurance starts on the latest of the following dates:

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

## Effective Date of Change in Amount of Insurance

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

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

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

## Termination of Insurance

Your insurance stops on the earliest of the following dates:

- The date you were last actively at work for the Policyholder.
- The date you are no longer eligible for insurance under the Group Policy.
- The date the Group Policy stops.
- The date you retire, unless you are eligible for retiree Life Insurance.
- For retiree Life Insurance, your 66th birthday.
- For Accelerated Death Benefit, the date your Life Insurance stops. The Accelerated Death Benefit stops at the beginning of the period in which you are eligible to convert your Life Insurance.
- For AD&D Insurance, the date your Life Insurance stops or the date Life Insurance premiums are waived under the Waiver of Life Insurance Premium Disability Benefit. AD&D Insurance stops at the beginning of the period in which you are eligible to convert your Life Insurance.

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

## Family and Medical Leave Act of 1993

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

# EMPLOYEE'S INSURANCE

## **Continuation of Insurance**

If you are no longer eligible for insurance because you stop active work, the Policyholder may continue your insurance. Premiums must be paid. Your continuation of insurance is subject to all other terms of the Group Policy. The length of time your insurance continues depends on the reason you stop active work.

Your continuation of insurance stops on the earliest of the following dates:

- The end of the period for which your premiums were paid, if the next premium contribution is not paid on time.
- The date the Group Policy stops.
- The end of the 24th policy month after the policy month during which you stop active work, if you stop active work due to a non-medical leave of absence.
- The end of the 12th policy month after the policy month during which you stop active work, if you stop active work due to temporary layoff or the Policyholder suspending operations.
- The date you attain age 65 if you stop active work due to sickness or accidental injury, including total disability.
- The date your Life Insurance has been continued for 12 months if you stop active work due to sickness or accidental injury, including total disability.
- The date your Life Insurance premiums are waived under the Waiver of Life Insurance Premium Disability Benefit.
- If you stop active work due to a labor dispute –
  - the date the total number of insured employees electing to continue coverage drops below 75%.
  - the date you start work for pay or profit with any other employer.
  - the end of the 6 month period following the date you stop active work.

# DEPENDENT'S INSURANCE

**NOTE: YOUR DOMESTIC PARTNER AND YOUR DOMESTIC PARTNER'S CHILDREN MAY BE ELIGIBLE FOR INSURANCE UNDER THIS PLAN, AS DEFINED UNDER DEFINITIONS OF DEPENDENT AND DOMESTIC PARTNER AND CHILD. YOU SHOULD CONSULT WITH YOUR PERSONAL TAX ADVISER TO ASSESS POSSIBLE TAX IMPLICATIONS.**

## **Eligibility**

You are eligible for Dependent's Insurance on the later of the following dates:

- The date you are eligible for Employee's Insurance.
- The date you first acquire a dependent as defined.

You must meet all of the following conditions to become insured for Dependent's Insurance:

- Be insured for Employee's Insurance.
- Give ReliaStar Life proof of good health for your dependent, which it approves, as required on the Schedule of Benefits.

If you and your spouse or domestic partner are insured as employees under the Group Policy, either you or your spouse or domestic partner, but not both, can apply for Dependent's Insurance. If the spouse or domestic partner carrying the Dependent's Insurance stops being insured as an employee, the other spouse or domestic partner may become insured for Dependent's Insurance by applying within 31 days.

Any person eligible for insurance as an employee under the Group Policy is not considered an eligible dependent for Dependent's Insurance.

## **Effective Date of Dependent's Insurance**

Your dependent's insurance starts on the latest of the following dates:

- The date you become eligible for Dependent's Insurance.
- The date your dependent is no longer confined at home or in any facility for care and treatment of sickness or accidental injury, for any dependent, other than a newborn, who is confined at home or in such facility on the date your dependent's insurance starts.
- The date ReliaStar Life approves your dependent's proof of good health, if ReliaStar Life requires proof.

If you acquire a new dependent and additional premium is required, you must apply within 31 days of acquiring the new dependent. If you acquire a new dependent while insured for Dependent's Insurance, and no additional premium is required, you should complete an enrollment form.

A newborn child will be covered from the date of eligibility. A foster or adopted child will be covered from the date of placement in the home.

## **Effective Date of Change in Amount of Insurance**

If there is an increase in the amount of your dependent's insurance, the increase will take effect on the later of the following dates:

- The date you are eligible to increase Dependent's Insurance.
- The date your dependent is no longer confined at home or in any facility for care and treatment of sickness or accidental injury, if your dependent is so confined on the date of the increase.

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

## **Termination of Insurance**

Your dependent's insurance stops on the earliest of the following dates:

- The date the Dependent's Insurance part of the Group Policy stops.
- The date the Group Policy terminates.
- The date your insurance stops.
- The date you retire.
- The date your dependent's insurance is converted under the Conversion Right.
- The date your insured dependent is no longer a dependent or a student dependent as defined.
- The date your Life Insurance premiums are waived under the Waiver of Life Insurance Premium Disability Benefit provision of the Group Policy.

## DEPENDENT'S INSURANCE

ReliaStar Life stops providing a specific benefit under your dependent's insurance on the date that benefit is no longer provided under the Group Policy.

### **Family and Medical Leave Act of 1993**

If your coverage remains in force due to a certified leave under the FMLA, then your dependents' coverage will also remain in force so long as you continue to meet the requirements as set forth in the FMLA.

### **Continuation of Insurance**

Your insured dependent's insurance may be continued. Premiums must be paid. Your insured dependent's insurance stops at the end of the period for which the last premium was paid if the next premium is not paid on time. Your insured dependent's continuation is subject to all other terms of the Group Policy.

### **You Stop Active Work**

If you stop active work and your insurance is being continued, your dependent's insurance will also be continued as shown in the Employee's Insurance part of this certificate.

### **Incapacitated Dependent Child**

If your insured dependent child has an intellectual disability or physical handicap and reaches the maximum age for Dependent's Insurance, you may continue this child's insurance as long as all required premiums are paid. You must give ReliaStar Life proof that:

- The child is incapable of self-sustaining employment due to an intellectual disability or physical handicap.
- The child became incapacitated before reaching the maximum age for Dependent's Insurance.
- The child is chiefly dependent on you for support and maintenance.

Proof must be given within 31 days after the date the child reaches the maximum age for insurance.

Before granting a continuation of this child's insurance, ReliaStar Life may require that a doctor examine the child. ReliaStar Life will specify the doctor and pay the fee for all exams ReliaStar Life requires. During the 2 years after the child reaches the maximum age, ReliaStar Life may ask for regular proof of the child's continued incapacity. After the 2 year period, ReliaStar Life will not ask for proof, including doctor's exams, more often than once a year.

This incapacitated child's continuation stops on the **earliest** of the following dates:

- The date the child becomes covered under any other group plan.
- The date the child is no longer incapacitated.
- The date you do not give ReliaStar Life proof of the child's incapacity when requested.
- The end of the period for which you paid premiums for this continuation, if you do not make the next required premium contribution when due.
- The date your Dependent's Insurance would otherwise stop under the Group Policy.

The Conversion Right will be available to your insured dependent child when all continuation is exhausted.

# LIFE INSURANCE

## **Employee's Life Insurance**

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

ReliaStar Life pays the death benefit for all causes of death.

## **Beneficiary**

The beneficiary is named to receive the proceeds to be paid at your death. You may name more than one beneficiary. The Policyholder cannot be the beneficiary.

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

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

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

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

## **Payment of Proceeds**

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

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

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

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

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

## **Settlement Options**

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

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

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

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

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

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

- Total disability must begin before your 60th birthday.

## LIFE INSURANCE

- You are insured for the Waiver of Life Insurance Premium Disability Benefit on the date you become totally disabled.
- You continue to be totally disabled.
- Your insurance is in force when you suffer the sickness or accidental injury causing the total disability.
- All premiums are paid up to the date the Waiver of Premium is approved by ReliaStar Life.

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

- while you are living,
- while you are totally disabled, and
- within one year from the date total disability begins. If you cannot give ReliaStar Life notice within one year, your claim is still valid if you show you gave ReliaStar Life notice as soon as reasonably possible.

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

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

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

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

- The date you are no longer totally disabled.
- The date you do not give ReliaStar Life proof of total disability when asked.
- The date you attain age 65.

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

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

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

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

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

When ReliaStar Life cancels your individual policy, ReliaStar Life –

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

# LIFE INSURANCE

## Accelerated Death Benefit

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

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

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

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

- request this benefit in writing while you are living. If you are unable to request this benefit yourself, your legal representative may request it for you.
- be insured as an employee for Life Insurance benefits.
- have Life Insurance benefits of at least \$10,000 as shown on the Schedule of Benefits.
- provide to ReliaStar Life a doctor's statement which gives the diagnosis of your medical condition; and states that because of the nature and severity of such condition, your life expectancy is no more than 12 months. ReliaStar Life may require that you be examined by a doctor of its choosing. If ReliaStar Life requires this, ReliaStar Life pays for the exam.
- provide to ReliaStar Life written consent from any irrevocable beneficiary, assignee, and, in community property states, from your spouse.

## Benefit Payment

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

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

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

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

## Accelerated Death Benefit Exclusions

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

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

## Effects on Coverage

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

- Your total available Life Insurance benefit equals your amount of Life Insurance shown on the Schedule of Benefits at the time you apply for the Accelerated Death Benefit.
- Your Life Insurance benefit is reduced by the Accelerated Death Benefit proceeds paid out under this provision.
- Your Life Insurance benefit amount which you may convert is reduced by the Accelerated Death Benefit proceeds paid out under this provision.
- You will not be able to increase your Life Insurance benefit after ReliaStar Life approves you to receive the Accelerated Death Benefit.

## LIFE INSURANCE

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

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

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

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

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

**For:**

**The benefit is:**

|  |                 |
|--|-----------------|
| Loss of life .....                                       | Full Amount     |
| Loss of both hands, both feet or sight of both eyes..... | Full Amount     |
| Loss of one hand and one foot.....                       | Full Amount     |
| Loss of speech and hearing in both ears.....             | Full Amount     |
| Loss of one hand or one foot and sight of one eye .....  | Full Amount     |
| Loss of one hand or one foot or sight of one eye.....    | 1/2 Full Amount |
| Loss of speech .....                                     | 1/2 Full Amount |
| Loss of hearing in both ears.....                        | 1/2 Full Amount |
| Loss of thumb and index finger of same hand.....         | 1/4 Full Amount |
| Quadriplegia.....  | Full Amount     |
| Paraplegia.....  | 1/2 Full Amount |
| Hemiplegia .....   | 1/2 Full Amount |

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

**Quadriplegia** means total paralysis of all four limbs. **Paraplegia** means total paralysis of both lower limbs.

**Hemiplegia** means paralysis of one arm and one leg on the same side of the body.

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

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

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



# LIFE INSURANCE

## Exposure and Disappearance Benefit

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

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

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

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

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

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

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

## Safe Driver Benefit

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

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

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

### For loss of:

### The benefit is:

|  |  |
|--|--|
| Life (with safety belt only) .....       | An additional 10% of Full Amount of AD&D Insurance up to a maximum of \$25,000 |
| Life (with safety belt and airbag) ..... | An additional 15% of Full Amount of AD&D Insurance up to a maximum of \$40,000 |

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

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

Safe Driver benefits are paid to your beneficiary.

## Coma Benefit

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

# LIFE INSURANCE

**In the event of:**

**The benefit is:**

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

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

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

**Education Benefit**

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

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

**For:**

**The benefit is:**

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

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

**Transportation Benefit**

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

**For:**

**The benefit is:**

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

Transportation benefits are paid to your beneficiary.

**Child Care Benefit**

ReliaStar Life pays a **Child Care** benefit in addition to the AD&D benefit if you die due to an accident, and your dependent child under age 13 years is enrolled in a licensed day care center within 90 days of your death. This benefit is paid on behalf of each eligible dependent child at the end of each annual period following your death. Benefit payments will stop if either of the following is true during the preceding annual period –

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

**For:**

**The benefit is:**

Child Care ..... An additional 3% of Full Amount of AD&D Insurance per year for up to 6 years to a maximum of \$2,000 per year

# LIFE INSURANCE

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

## Common Carrier Benefit

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

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

### For:

### The benefit is:

Common Carrier ..... An additional AD&D Amount equal to 50% of the AD&D amount otherwise payable for this loss up to a maximum of \$50,000

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

## Occupational Assault Benefit

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

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

### For loss due to:

### The benefit is:

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

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

## Accidental Death and Dismemberment Exclusions

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

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

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

# LIFE INSURANCE

## **Dependent's Life Insurance**

ReliaStar Life pays a death benefit in the amount of the Dependent's Life Insurance shown on the Schedule of Benefits. ReliaStar Life pays according to the Schedule of Benefits in effect on the date your insured dependent dies.

ReliaStar Life pays the death benefit for all causes of death.

ReliaStar Life requires that proof of your insured dependent's death be mailed to ReliaStar Life at its Home Office.

ReliaStar Life pays benefits for your insured dependent's death to you, if you are living on the earlier of the following:

- The date ReliaStar Life receives proof of your insured dependent's death at its Home Office.
- The tenth day after your insured dependent's death.

If you are not living on either of these dates, ReliaStar Life pays the proceeds to the following in the order listed:

1. Your spouse or domestic partner, if living.
2. Your estate.

# CONVERSION RIGHTS

## Life Insurance

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

## Conditions for Conversion

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

- You are no longer actively at work.
- You are no longer eligible for Employee's Insurance under the Group Policy.
- The Group Policy is changed or cancelled, and your Life Insurance under the Group Policy has been in effect for at least 5 years in a row.
- For your Life Insurance –
  - the amount of Life Insurance is reduced.
  - the premium is no longer being waived under the Waiver of Life Insurance Premium Disability Benefit, and your group Life Insurance stops.
- For your dependent's Life Insurance –
  - your dependent's Life Insurance stops.
  - your dependent is no longer a dependent as defined.
  - your dependent's Life Insurance shown on the Schedule of Benefits is reduced.
  - your Life Insurance premiums are waived because of total disability.
  - if you become divorced, your insured spouse may convert.
  - you die.

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

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

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

If your insured dependent is too young to contract for life insurance, the following people may apply in this order:

1. You, while living.
2. Your spouse or domestic partner, while living.
3. The court-appointed guardian of your insured dependent.

## Type of Converted Policy

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

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

## Amount of Conversion Coverage

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

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

## CONVERSION RIGHTS

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

### **Effective Date**

The new policy takes effect 31 days after the part of your or your insured dependent's Life Insurance being converted stops.

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

### **Premiums**

Premiums for the new policy are based on your or your insured dependent's age on the date of conversion.

# CLAIM PROCEDURES

## **Submitting a Claim**

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

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

## **Claim Forms**

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

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

## GENERAL PROVISIONS

### **Life Insurance Assignment**

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

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

A collateral assignment is not allowed.

ReliaStar Life assumes no responsibility for the validity of any assignment. You are responsible to see that the assignment is legal in your state and that it accomplishes the goals that you intend.

### **Legal Action**

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

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

### **Exam and Autopsy**

For AD&D Insurance, when reasonably necessary, ReliaStar Life may have you examined while a claim is pending under the Group Policy. ReliaStar Life pays for the initial exam. ReliaStar Life may have an autopsy made if you die, if not forbidden by state law.

### **Incontestability**

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



## DEFINITIONS

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

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

**Child** –

- your natural or adopted child.
- a child for whom you have legal obligation for purposes of adoption.
- a child who is primarily dependent on you for support and lives with you in a permanent parent-child relationship, and who is your stepchild, your domestic partner's child, your foster child, or a child for whom you are a legal guardian.

**Dependent** –

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

The term "dependent" does not include –

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

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

1. You have registered your domestic partnership with the California Secretary of State. A copy of the certified registration form may be required as proof.
2. You have completed and signed the Policyholder's Affidavit of Domestic Partnership and filed it with the Policyholder attesting that –
  - neither of you are married to anyone and you are the sole partners of each other,
  - you are both at least 18 years of age,
  - you are not related by blood closer than would bar marriage in your State,
  - you are both mentally competent to consent to contract,
  - you share a common residence,
  - you have lived together continuously for at least 6 months,
  - you are in a committed and mutually exclusive relationship, and
  - you meet any other requirements listed in the Affidavit.

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

**Employee** – an active employee residing in the United States who is employed by the Policyholder and is regularly scheduled to work on at least a 16-hour-per-week basis. Such employees who retire on pension under a plan controlled and administered by the Policyholder are included for Life Insurance. Temporary and seasonal employees are excluded.

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

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

- Vacations.
- Personal holidays.
- Weekends and holidays.
- Approved nonmedical leave of absence.
- Paid Time Off for nonmedical-related absences.

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

## DEFINITIONS

- Medical leave of absence. Time off for a medical leave of absence will be considered a scheduled working day.
- Temporary layoff.
- The Policyholder suspending its operations, in part or total.
- Strike.

**Policyholder** – Peralta Community College District.

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

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

**Terminal Condition** – an injury or sickness which is expected to result in your death within 12 months and from which there is no reasonable chance of recovery. ReliaStar Life, or a qualified party chosen by ReliaStar Life, will make this determination.

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

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

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

