

**YOUR
GROUP
LIFE INSURANCE
PLAN**

Health Service System

The Superior Court of San Francisco

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The Superior Court of San Francisco - SEIU Employees

B-11532 (4-08 DRAFT)

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

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

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

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

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

**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
29504-3GAT**

**Policyholder
City and County of
San Francisco Health Service
System**

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.



Registrar

SCHEDULE OF BENEFITS

Life Insurance

Class	Amount of Life Insurance*
All Eligible Superior Court of San Francisco SEIU Employees	\$25,000

*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 to age 75, ReliaStar Life pays 50%,
- From your 75th birthday and after, ReliaStar Life pays 30%.

Accelerated Death Benefit

This benefit is equal to 50% of your amount of insurance in force, or \$25,000, 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.

EMPLOYEE'S INSURANCE

Eligibility

The employee is eligible on the date the employee begins continuous service with the Policyholder.

The employee must meet the following conditions to become insured –

- Be actively at work.
- Give ReliaStar Life proof of good health which it approves if the employee applies after converting any part of this insurance under the Conversion Right.

Effective Date of Employee's Insurance

The employee's insurance starts on the latest of the following dates:

- The date the employee becomes eligible.
- The date the employee returns to active work if the employee is not actively at work on the date insurance would otherwise start. **Exception:** The employee's insurance starts on a nonworking day if the employee was actively at work on the employee's last scheduled working day before the nonworking day.
- The date ReliaStar Life approves the employee's 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 Policy Anniversary on or next following the date of the increase, if you are actively at work on the date of the increase.
- the date you return to active work, if you are not actively at work on the Policy Anniversary on or next following the date of the increase.
- the Policy Anniversary on or next following the date your insurance increases, if the Policy Anniversary is a nonworking day and 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 last day of the month during which you were last actively at work for the Policyholder.
- The last day of the month during which you are no longer eligible for insurance under the Group Policy.
- The date the Group Policy stops.
- The last day of the month during which you retire.
- 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.

EMPLOYEE'S 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.

Continuation of Insurance

If you are no longer eligible for insurance because you stop active work your insurance may be continued. Premiums must be paid. Your insurance stops at the end of the period for which your premiums were paid, if the next premium contribution is not paid on time. The length of time your insurance continues depends on the reason you stopped active work. Your continuation of insurance is subject to all other terms of the Group Policy.

Non-Medical Reasons

If you stop active work because of non-medical leave of absence, temporary layoff, or the Policyholder suspending operations, the Policyholder may continue your insurance to the end of the policy month after the policy month during which you stop active work.

Labor Dispute

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

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

Sickness or Accidental Injury

If you stop active work because of sickness or accidental injury, the Policyholder may continue your insurance as long as all required premiums are paid. You will not be eligible for any Waiver of Life Insurance Premium Disability Benefit if the Policyholder has continued your insurance for 12 months or more because of sickness or injury.

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.

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 any other benefits as elected under this certificate which were effective at the time of disability.

Conditions, Notice and Proof of Total Disability

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

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

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

- while you are living,
- while you are totally disabled, and
- within one year from the date 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.

LIFE INSURANCE

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 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.

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.

LIFE INSURANCE

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.

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.

LIFE INSURANCE

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

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

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

LIFE INSURANCE

Effects on Coverage

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

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

CONVERSION RIGHTS

Life Insurance

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

Conditions for Conversion

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

- 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.
- The amount of Life Insurance is reduced.
- Premium is no longer being waived under the Waiver of Life Insurance Premium Disability Benefit and your group Life Insurance stops.

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

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

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

Type of Converted Policy

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

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.

CONVERSION RIGHTS

Amount of Conversion Coverage

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

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

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

Effective Date

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

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

Premiums

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

CLAIM PROCEDURES

Submitting a Claim

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

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

Claim Forms

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

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

GENERAL PROVISIONS

Life Insurance Assignment

You can change the owner of your Life Insurance under the Group Policy by sending ReliaStar Life written notice. This change is an absolute assignment. You cannot make an absolute assignment to the Policyholder. 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.

Incontestability

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

DEFINITIONS

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.

Domestic Partner – another adult with whom you have a Declaration of Domestic Partnership registered with the California Secretary of State. A copy of the certified registration may be required as proof.

Employee – an SEIU employee who is employed by the Policyholder at the Superior Court of San Francisco and is a member of the Health Service System.

The employee must reside in the United States to be eligible for insurance under the Group Policy.

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

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

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

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

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

Policyholder – City and County of San Francisco Health Service System.

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

Spouse – your lawful husband or wife.

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

Total Disability, Totally Disabled – your inability, due to sickness or accidental injury, to work at any job suited to your education, training or experience.

DEFINITIONS

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

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

