YOUR ACCIDENT INSURANCE PLAN

For Employees of City of San Jose

GROUP ACCIDENT INSURANCE CERTIFICATE OF COVERAGE

RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

Claims: 855-730-2902 Customer Service: 800-537-5024

68492-9CAC

POLICYHOLDER: City of San Jose

POLICY EFFECTIVE DATE: January 1, 2015

GOVERNING JURISDICTION: California

GROUP POLICY NUMBER:

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THIS IS LIMITED BENEFIT COVERAGE. Benefits are paid for Covered Accidents as defined in the Certificate.

ReliaStar Life Insurance Company (We, Us, Our) 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 replaces any other Certificates We may have given You under the Policy.

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.

Notice to buyer: This is an Accident-only Certificate and it does not pay benefits for loss from Sickness. Exclusions may apply. Please read Your Certificate carefully.

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

Megan Huddleston

President 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 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

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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: City of San Jose **GROUP POLICY NUMBER:** 68492-9CAC

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

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

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

Temporary and seasonal workers are excluded from coverage.

MINIMUM HOURS REQUIREMENT

20 hours per week.

ELIGIBILITY WAITING PERIOD

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

For persons entering an eligible class after the Policy effective date: End of the month in which You begin Active Employment.

WAIVER OF ELIGIBILITY WAITING PERIOD

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

CREDIT PRIOR SERVICE

We will apply any prior period of work with the Employer toward the Eligibility Waiting Period to determine Your eligibility date.

ACCIDENT BENEFITS

ACCIDENT HOSPITAL CARE

Surgery - open abdominal, thoracic:	\$1,000
Surgery - exploratory or without repair:	\$100
Blood, Plasma, Platelets:	\$300
Hospital Admission:	\$900
Hospital Confinement:	\$225
Coma:	\$5,000
Transportation:	\$300
Lodging:	\$100

FOLLOW-UP CARE

Medical Equipment:	\$100
Physical Therapy:	\$25
Prosthetic Device - one:	\$500
Prosthetic Device - 2 or more:	\$1,000

EMERGENCY CARE

Initial Doctor Visit: \$50
Emergency Room Treatment: \$150

Ambulance

Ground: \$100 Air: \$500

Follow-Up Doctor Treatment: \$50

COMMON INJURIES

Burns

2nd degree - at least 36% of the body: \$750

3rd degree - at least 9 but less than

35 square inches of the body: \$1,500

3rd degree - 35 or more square inches

of the body: \$10,000

Skin Grafts: 25% of Burn Benefit

Emergency Dental Work while Hospital

Confined

Crown: \$150 Extraction: \$50

Eye Injury

Surgery: \$200 Removal of foreign object: \$50

Torn Knee Cartilage

Surgery with no repair or if

cartilage is shaved: \$100 Surgical repair: \$500

Laceration (total of all Lacerations)

treated, no sutures: \$25 sutures, up to 2 inches: \$50 sutures, 2 to 6 inches: \$200 sutures, over 6 inches: \$400

Ruptured Disk - Surgical repair: \$400

Tendon/Ligament/Rotator Cuff

One, Surgical repair: \$400 2 or more, Surgical repair: \$600

Exploratory Arthroscopic Surgery

with no repair: \$100

Concussion: \$100

Paralysis

Quadriplegia: \$10,000 Paraplegia: \$5,000

Dislocations (closed & open reduction) Closed Reduction Open Reduction

Hip Joint: \$2,000 \$4,000 Knee: \$1,000 \$2,000

COMMON INJURIES (continued)

Dislocations (closed & open reduction)	Closed Reduction	Open Reduction
Ankle or Foot Bone(s) other than toes:	\$800	\$1,600
Shoulder:	\$300	\$600
Elbow:	\$300	\$600
Wrist:	\$300	\$600
Finger/Toe:	\$100	\$200
Hand Bone(s) other than fingers:	\$300	\$600
Lower Jaw:	\$300	\$600
Collarbone:	\$300	\$600
Partial Dislocations:	25% of Closed Reduction Amou	nt
Fractures (closed & open reduction) Hip:	Closed Reduction \$1,500	Open Reduction \$3,000
Leg:	\$800	\$1,600
Ankle:	\$300	\$600
Kneecap:	\$300	\$600
Foot (excluding toes, heel):	\$300	\$600
Upper Arm:	\$350	\$700
Forearm, Hand, Wrist (except fingers):	\$300	\$600
Finger, Toe:	\$50	\$100
Vertebral Body:	\$800	\$1,600
Vertebral Processes	\$300	\$600
Pelvis (except Coccyx):	\$800	\$1,600
Соссух:	\$200	\$400
Bones of Face (except nose):	\$350	\$700
Nose:	\$100	\$200
Upper Jaw:	\$350	\$700
Lower Jaw:	\$300	\$600
Collarbone:	\$300	\$600
Rib or Ribs:	\$250	\$500
Skull - simple (except bones of face):	\$1,000	\$2,000
Skull - depressed (except bones of face):	\$2,500	\$5,000
Sternum:	\$300	\$600
Shoulder Blade:	\$300	\$600

COMMON INJURIES (continued)

Fractures (closed & open reduction)
Chip Fractures:

Closed Reduction

Open Reduction

25% of Closed Reduction Amount

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. You must be working at least the minimum number of hours as described under the MINIMUM HOURS REQUIREMENT shown in the SCHEDULE OF BENEFITS.

Your work site must be one of the following:

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

Normal vacation is considered Active Employment.

Temporary and seasonal workers are excluded from coverage.

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 unmarried 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 domestic partner (including California-registered domestic partner) or civil union partner who is recognized as equivalent to a Spouse in the state with governing jurisdiction of the Policy. It also includes 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 working due to physical or mental handicap. Written proof of the Child's incapacity must be furnished along with any proof of claim.

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.

Coma means a state of unconsciousness for fourteen (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.

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

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

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.

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 any person covered under the Policy.

Laceration means a wound or cut in the skin.

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.

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.

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.

Skin Graft means a piece of skin removed from one part of the body and Surgically grafted at the site of a Burn or other similar Injury.

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

We, Us and Our means ReliaStar Life Insurance Company.

You and Your means an Employee who is eligible for coverage under the Policy.

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, unless waived.

LEAVE OF ABSENCE

If You are on an Employer-approved Leave of Absence after coverage becomes effective under the Policy, and if premiums are paid, Your coverage may be continued beyond the date You are no longer in Active Employment, limited to the time periods described below.

If You are on a Leave of Absence as described under the Family and Medical Leave Act of 1993 ("FMLA") or applicable state family and medical leave law ("State FML"), and the Employer's Human Resource Policy provides for continuation of the type of coverage provided under the Policy during an FMLA or State FML Leave of Absence, Your coverage will be continued until the end of the later of:

- The leave period permitted by the federal Family and Medical Leave Act of 1993 and any amendments.
- The leave period permitted by applicable state law.

If You are on a Leave of Absence other than an FMLA or State FML Leave of Absence, and if premium is paid, Your coverage will be continued through the end of the 12 months in which the Leave of Absence begins.

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, Your coverage may be continued until the end of the later of:

- The length of time Your coverage may be continued under the Certificate for an FMLA or State FML Leave of Absence.
- The length of time Your coverage may be continued under the Certificate for a Leave of Absence other than an FMLA or State FML Leave of Absence.

If the Employer has approved more than one type of Leave of Absence for You during any one period that You are not in Active Employment, We will consider such leaves to be concurrent for the purpose of determining how long Your coverage may continue under the Policy.

If Your coverage is not continued during an FMLA or State FML Leave of Absence, and You return to Active Employment immediately following the end of the FMLA or State FML Leave of Absence, Your coverage will be reinstated effective the date You return to Active Employment.

If Your coverage is not continued during a Leave of Absence for active military service, and You return to Active Employment, Your coverage may be reinstated in accordance with USERRA and applicable state law.

In no event will Your coverage under the Policy be continued beyond the date Your coverage would otherwise end according to the terms of the TERMINATION OF COVERAGE provision.

TERMINATION OF COVERAGE

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

- The date the Policy is canceled.
- The date You are no longer in an eligible class.
- The date Your eligible class is no longer covered.
- The end of the grace period after a premium due date, if premium is not paid.
- The last day You are in Active Employment except as provided under a covered Leave of Absence.

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.

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 60 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.

CLAIM FORMS

Upon receipt of a notice of claim, We or the Employer will furnish to You such forms as are usually furnished by Us for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice, You shall be deemed to have complied with the requirements of the Policy as to proof of loss upon submitting, within the time fixed in the Policy for providing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

PROOFS 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.

LEGAL ACTIONS

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.

OTHER INSURANCE WITH US

You may only have one Policy or Certificate, elected by You, that provides Accident benefits through Us. If more than one Policy or Certificate is issued by Us, only one Policy or Certificate will remain in force and the premiums for the other(s) will be refunded.

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.

Hospital Admission: Admission to a Hospital as a result of a Covered Accident. The admission must begin within six 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 six 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. The Hospital must be more than 100 miles from Your home. This benefit is payable for up to 30 days per Covered Accident.

Surgery: The surgery must take place within 72 hours 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. No benefit is payable for hernia repair.

Transportation: Transportation for You for special treatment and Confinement in a Hospital. 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.

FOLLOW-UP CARE BENEFITS

We will pay a FOLLOW-UP 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.

Medical Equipment: The medical equipment must be prescribed by a Doctor and use must begin within 90 days 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.

Physical Therapy: Physical Therapy must be prescribed by a Doctor and provided by a Physical Therapist in an office or Hospital on an inpatient or outpatient basis. The therapy must begin within 60 days after a Covered Accident and be completed within six 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 <u>not</u> include any of the following:

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

EMERGENCY CARE BENEFITS

We will pay an EMERGENCY 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, and the services must be received, 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.

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.

Emergency Room Treatment: Examination and treatment by a Doctor in an Emergency Room within 72 hours 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.

Initial Doctor Visit: Examination and treatment by a Doctor within 72 hours 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.

Follow-Up Doctor Treatment: Follow-up treatment by a Doctor within 30 days after a Covered Accident. This benefit is only available if You are eligible for the Initial Doctor Visit benefit or the Emergency Room treatment benefit. This benefit 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. Note: No benefit is payable if You are not covered under the Policy at the time services are received or these conditions are met.

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 Burns meet 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, CAT 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 While Hospital Confined: 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 25% 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 60 days after a Covered Accident. Surgical repair by a Doctor is required within 1 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.

EXCLUSIONS

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

- Participation or attempt to participate in 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.
- Alcoholism, controlled substance abuse, or misuse of alcohol or controlled substances unless administered on 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 20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: City of San Jose

GROUP POLICY NUMBER: 68492-9CAC

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.

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SCHEDULE OF BENEFITS

WHO PAYS FOR THE COVERAGE

You pay the cost of coverage under this Spouse Accident 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 domestic partner (including California-registered domestic partner) or civil union partner who is recognized as equivalent to a Spouse in the state with governing jurisdiction of the Policy. It also includes Your domestic partner as defined by the Employer if You have completed and signed an affidavit of domestic partnership on a form acceptable to the Employer. Any reference to marriage includes establishment of a domestic partnership or civil union. Any reference to divorce includes termination of a domestic partnership or civil union.

You and **Your** means an Employee who is eligible for coverage under the Policy. If a former Spouse is covered after divorce, or a widowed Spouse is covered after Your death, then references to "You" and "Your" will include this former Spouse or widowed Spouse where applicable.

GENERAL PROVISIONS

ELIGIBILITY

If You are covered under the Policy, then Your Spouse under age 70 is eligible under this Spouse Accident Rider on the latest of the following:

- The Policy effective date.
- The date this Spouse Accident 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 Spouse Accident 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, and paid time off for nonmedical-related absences.

TERMINATION

This Spouse Accident Rider terminates on the earliest of the following:

- The date Your Certificate terminates.
- The date the Spouse Accident Rider is terminated for all Insured Persons under the Policy.
- The date You voluntarily cancel this Spouse Accident Rider.
- The date 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 Spouse Accident 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 Your Spouse Accident Rider on the date of Your death or divorce, 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 Your Spouse Accident 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.

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.

Please refer to the GENERAL PROVISIONS in the Certificate 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 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:

- Participation or attempt to participate in 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.
- Alcoholism, controlled substance abuse, or misuse of alcohol or controlled substances unless administered on 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.

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

President

Secretary

Thegan Huddleston

CHILDREN'S ACCIDENT RIDER

RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: City of San Jose
GROUP POLICY NUMBER: 68492-9CAC

INSURED PERSON:

You must write Your name name in the space provided so that it becomes Your rider. The date Your Children 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.

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SCHEDULE OF BENEFITS

WHO PAYS FOR THE COVERAGE

You pay the cost of coverage under this Children's Accident 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 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 domestic partner or (including California-registered domestic partner) civil union partner who is recognized as equivalent to a Spouse in the state with governing jurisdiction of the Policy. 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 working due to physical or mental handicap. Written proof of the Child's incapacity must be furnished to Us at our home office within 31 days prior to the Child reaching the limiting age while insured under this Children's Accident Rider. 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 handicap is continuing.

Spouse means Your lawful spouse. It includes Your domestic partner (including California-registered domestic partner) or civil union partner who is recognized as equivalent to a Spouse in the state with governing jurisdiction of the Policy. It also includes Your domestic partner as defined by the Employer if You have completed and signed an affidavit of domestic partnership on a form acceptable to the Employer. Any reference to marriage includes establishment of a domestic partnership or civil union.

GENERAL PROVISIONS

ELIGIBILITY

If You are covered under the Policy, then Your Children are eligible under this Children's Accident Rider on the latest of the following:

- The Policy Effective Date.
- The date this Children's Accident 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 You have coverage under this Children's Accident 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.

If Your Child is covered under the Policy as an Employee, then Your Child is not eligible for coverage under this Children's Accident 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 his/her Children's Accident 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, and paid time off for nonmedical-related
 absences.

TERMINATION

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

- The date this Children's Accident Rider terminates.
- The date the Child reaches age 26, unless he/she is handicapped as defined under the definition of Child.
 Coverage of a handicapped Child ends when there is no longer evidence satisfactory to Us that the handicap is continuing.

This Children's Accident Rider terminates on the earliest of the following:

- The date your Certificate terminates.
- The date the Children's Accident Rider is terminated for all Insured Persons under the Policy.
- The date You voluntarily cancel this Children's Accident Rider.
- The date You no longer have any eligible Children covered under this rider.
- 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 Children's Accident 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 Children's Accident Rider can be continued under Your Spouse's coverage. The ported coverage amount under this rider will be 50% of Your Spouse's ported coverage amount. 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 Children's Accident 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.

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.

Please refer to the GENERAL PROVISIONS in the Certificate 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 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:

- Participation or attempt to participate in 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 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.
- Alcoholism, controlled substance abuse, or misuse of alcohol or controlled substances unless administered on 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.

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

President

Secretary

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CATASTROPHIC ACCIDENT RIDER RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: City of San Jose

GROUP POLICY NUMBER: 68492-9CAC

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.

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SCHEDULE OF BENEFITS

WHO PAYS FOR THE COVERAGE

The cost of coverage under this Catastrophic Accident Rider is automatically included in the cost of Your coverage.

CATASTROPHIC ACCIDENT BENEFIT: You: \$100,000

Your Spouse: \$50,000 Your Children: \$25,000

The catastrophic Accident benefit reduces to 50% at age 65, and to 25% at age 70.

Any Paralysis benefit paid for the same Covered Accident will be subtracted from the catastrophic Accident benefit.

Catastrophic Accident Elimination Period: The 365 days immediately following the Covered Accident

HOME MODIFICATION BENEFIT: \$2,500 **VEHICLE MODIFICATION BENEFIT:** \$2,500

DEFINITIONS

General terms defined in the DEFINITIONS section of the Certificate and riders regarding medical conditions and eligibility apply to each Covered Person.

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.

You and **Your** means an Employee who is eligible for coverage under the Policy. If a former Spouse is covered after divorce, or a widowed Spouse is covered after Your death, then references to "You" and "Your" will include this former Spouse or widowed Spouse where applicable.

GENERAL PROVISIONS

ELIGIBILITY

If You are working for the Employer in an eligible class (shown in the Certificate's SCHEDULE OF BENEFITS), You are eligible for this Catastrophic Accident Benefit Rider on the latest of the following dates:

- The Policy effective date.
- The date this Catastrophic Accident Benefit Rider is available to the eligible class of Insured Persons to which You belong.
- Your Accident coverage effective date.

EFFECTIVE DATE

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

TERMINATION

This Catastrophic Accident Rider will terminate on the earliest of the following:

- The date Your Certificate terminates.
- The date the Catastrophic Accident Rider is terminated for all Insured Persons under the Policy.
- For Your Spouse's coverage, the date the Spouse Accident Rider terminates.
- For each Child's coverage, the date Your Child's coverage under the Children's Accident Rider terminates.

PORTABILITY

If You are approved by Us to continue Your coverage under the Certificate's PORTABILITY provision, then this Catastrophic Accident Rider will also be continued during portability.

PORTABILITY FOLLOWING DEATH OR DIVORCE

If You die or divorce and Your Spouse is approved by Us for portability under the Spouse Accident Rider, then this Catastrophic Accident Rider can also be continued under Your Spouse's coverage.

PHYSICAL EXAMINATION

At Our expense, We shall have the right and opportunity to require the Covered 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.

CATASTROPHIC ACCIDENT BENEFIT

We will pay this benefit (refer to the SCHEDULE OF BENEFITS) to You if the loss as described below occurs within 365 days of a Covered Accident. This benefit is payable at the end of the catastrophic Accident elimination period. The Covered Person must be receiving the appropriate care of a Doctor during the catastrophic Accident elimination period, and the Covered Person must be alive at the end of the catastrophic Accident elimination period. This benefit is payable once per lifetime for each Covered Person.

While the Covered Person must be covered under the Policy at the time of the Covered Accident, the Covered Person does not need to be covered at the time this benefit is paid. The benefit amount is based on the Covered Person's age at the time of the Covered Accident. The benefit amount reduces as follows:

- For You, to 50% on the Policy Anniversary following Your 65th birthday.
- For You, to 25% of the original benefit amount on the Policy Anniversary following Your 70 th birthday.
- For Your Spouse, to 50% on the Policy Anniversary following Your Spouse's 65th birthday.
- For Your Spouse, to 25% on the Policy Anniversary following Your Spouse's 70th birthday.

Losses for this benefit are limited to the total and permanent loss of any of the following:

- Both hands or both feet.
- The use of both arms or both legs.
- One hand and one foot.
- One arm and one leg.
- The sight of both eyes.
- Hearing in both ears.
- The ability to speak.

"Loss" means physical loss or loss of function:

- Of the hand through or above the wrist joint.
- Of the foot through or above the ankle joint.
- Of the entire arm from the shoulder to the hand.
- Of the entire leg from the hip to the foot.
- Of sight by total and permanent loss of sight.
- Of hearing by deafness in both ears that cannot be corrected to any functional degree by any procedure, aid or device.
- Of speech by the loss of audible communication such that it cannot be corrected to any functional degree by any procedure, aid or device.

Please refer to the GENERAL PROVISIONS in the Certificate 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. 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.

HOME AND/OR VEHICLE MODIFICATION BENEFITS

We will pay a benefit (refer to the SCHEDULE OF BENEFITS) to You if modifications are prescribed in writing by a Doctor to be made to a Covered Person's principal place of residence and/or vehicle due to a Covered Accident for which benefits are paid under the catastrophic Accident benefit. The Doctor's written prescription must be made within 180 days of the Covered Accident. The home modification benefit is payable once per lifetime for each Covered Person. The vehicle modification benefit is payable once per lifetime for each Covered Person.

Please refer to the GENERAL PROVISIONS in the Certificate 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, and the Doctor's prescription as described below. 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:

- Participation or attempt to participate in a felony or being engaged in an illegal occupation.
- An Accident while the Covered Person 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.
- Alcoholism, controlled substance abuse, or misuse of alcohol or controlled substances unless administered on 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.

The catastrophic Accident benefit is not payable if the Covered Person is in a Coma at the end of the catastrophic Accident elimination period.

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

President

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Secretary

Thegan Huddleston

WELLNESS BENEFIT RIDER

RELIASTAR LIFE INSURANCE COMPANY

20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: City of San Jose

GROUP POLICY NUMBER: 68492-9CAC

INSURED PERSON:

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.

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SCHEDULE OF BENEFITS

WHO PAYS FOR THE COVERAGE

The cost of coverage under this Wellness Benefit Rider is automatically included in the cost of Your coverage.

WELLNESS BENEFIT

You:	\$50
Your Spouse:	\$50

Your Child:...... 50% of Your wellness benefit amount, to a maximum of \$100 for all Children in

one calendar year.

DEFINITIONS

General terms are defined in the DEFINITIONS section of the Certificate and riders.

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.

You and **Your** means an Employee who is eligible for coverage under the Policy. If a former Spouse is covered after divorce, or a widowed Spouse is covered after Your death, then references to "You" and "Your" will include this former Spouse or widowed Spouse where applicable.

GENERAL PROVISIONS

ELIGIBILITY

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

- The Policy effective date.
- The date this Wellness Benefit Rider is available to the eligible class of Insured Persons to which You belong.
- Your Accident coverage effective date.

EFFECTIVE DATE

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

TERMINATION

This Wellness Benefit Rider will terminate on the earliest of the following:

- The date Your Certificate terminates.
- The date the Wellness Benefit Rider is terminated for all Insured Persons under the Policy.
- For Your Spouse's coverage, the date the Spouse Accident Rider terminates.
- For each Child's coverage, the date Your Child's coverage under the Children's Accident Rider terminates.

PORTABILITY

If You are approved by Us to continue Your coverage under the Certificate's PORTABILITY provision, then this Wellness Benefit Rider will also be continued during portability.

PORTABILITY FOLLOWING DEATH OR DIVORCE

If You die or divorce and Your Spouse is approved by Us for portability under the Spouse Accident Rider, then this Wellness Benefit Rider can also be continued under Your Spouse's coverage.

ASSIGNMENT

At the time of claim under this Wellness Benefit Rider, You can assign the payment of a benefit under this rider to a third party who is not the Policyholder.

The PHYSICAL EXAMINATION provision in the Certificate and riders does not apply to this Wellness Benefit Rider.

BENEFITS

We will pay You a wellness benefit (shown on the SCHEDULE OF BENEFITS) if a Covered Person has a health screening test.

A wellness benefit is payable only once per calendar year per Covered Person.

Health screening tests include, but are not limited to:

- Blood test for triglycerides

- Flexible sigmoidoscopy

- Bone marrow testing

- Hemoccult stool analysis

- Breast ultrasound

- Mammography

- CA 15-3 (breast cancer)

- Fasting blood glucose test

- PSA (prostate cancer)

- Pap smear

- CEA (blood test for colon cancer)

- Serum cholesterol test for HDL & LDL levels

- Serum Protein Electrophoresis (myeloma)

- Chest x-ray

- Colonoscopy

- Stress test on bicycle or treadmill

- Thermography

- Any cervical cancer screening test approved by the FDA

Please refer to the GENERAL PROVISIONS in the Certificate 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 treatment.

EXCLUSIONS

The EXCLUSIONS section of the Certificate and riders does not apply to this Wellness Benefit Rider.

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

President

Thegan Huddleston
Secretary