

**San Jose Unified School
District**

EXTRATERRITORIAL LEGISLATION

EFFECTIVE DATE: July 1, 2024

ETALLD24B
3335732

This document printed in June, 2024 takes the place of any documents previously issued to you which described your benefits.

Printed in U.S.A.

Table of Contents

IMPORTANT INFORMATION	4
CERTIFICATE RIDER – Colorado Residents.....	5
CERTIFICATE RIDER – Florida Residents.....	5
CERTIFICATE RIDER – Illinois Residents	7
CERTIFICATE RIDER – Massachusetts Residents	7
CERTIFICATE RIDER – Montana Residents	8
CERTIFICATE RIDER – New Jersey Residents.....	8
CERTIFICATE RIDER – New York Residents.....	9
CERTIFICATE RIDER – North Carolina Residents	9
CERTIFICATE RIDER – Ohio Residents	9
CERTIFICATE RIDER – Oregon Residents	11
CERTIFICATE RIDER – South Carolina Residents	12
CERTIFICATE RIDER – South Dakota Residents.....	12
CERTIFICATE RIDER – Washington Residents	13

CIGNA HEALTH AND LIFE INSURANCE COMPANY a Cigna COMPANY (hereinafter called Cigna)

CERTIFICATE RIDER

Policyholder: San Jose Unified School District
Rider Eligibility: Each Employee as noted within this Certificate rider
Policy No. or Nos.: 3335732
Effective Date: July 1, 2024

This rider forms a part of the Certificate issued to You by Cigna describing the benefits provided under the Policy(ies) specified above. This rider replaces any other issued to You previously.

IMPORTANT INFORMATION

For Residents of States other than the State of California:

State-specific riders contain provisions that may add to or change Your Certificate provisions.

The provisions identified in Your state-specific rider, attached, are ONLY applicable to Employees residing in that state. The state for which the rider is applicable is identified at the beginning of each state specific rider in the "Rider Eligibility" section.

Additionally, the provisions identified in each state-specific rider only apply to:

- (a) Benefit plans made available to You and/or Your Dependents by Your Employer;
- (b) Benefit plans for which You and/or Your Dependents are eligible;
- (c) Benefit plans which You have elected for You and/or Your Dependents;
- (d) Benefit plans which are currently effective for You and/or Your Dependents.

Please refer to the Table of Contents for the state-specific rider that is applicable for Your residence state.


Jill Stadelman, Corporate Secretary

HC-ETRDR2



CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

CERTIFICATE RIDER – Colorado Residents

HC-DFS295

04-10
VI-ET

Rider Eligibility: Each Employee who is located in Colorado

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of Colorado group insurance plans covering insureds located in Colorado. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETCORDR

Definitions

Emergency Service Provider

The term Emergency Service Provider means a local government, or an authority formed by two or more local governments, that provide fire-fighting and fire prevention services, emergency medical services, ambulance services, or search and rescue services, or a not-for-profit non-governmental entity organized for the purpose of providing any such services, through the use of bona fide volunteers.

HC-DFS294

04-10
VI-ET

Employee

The term Employee means a full-time employee of the Employer who is currently in Active Service. The term does not include employees who are part-time or temporary or who normally work less than 30 hours a week for the Employer. The term Employee may include officers, managers and Employees of the Employer, the bona fide volunteers if the Employer is an Emergency Service Provider, the partners if the Employer is a partnership, the officers, managers, and Employees of subsidiary or affiliated corporations of a corporation Employer, and the individual proprietors,

partners, and Employees of individuals and firms, the business of which is controlled by the insured Employer through stock ownership, contract, or otherwise.

Employer

The term Employer means the Policyholder and all Affiliated Employers. The term Employer may include an Emergency Service Provider, any municipal or governmental corporation, unit, agency or department thereof, and the proper officers, as such, of an Emergency Service Provider or an unincorporated municipality or department thereof, as well as private individuals, partnerships, and corporations.

HC-DFS296

04-10
VI-ET

CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

CERTIFICATE RIDER – Florida Residents

Rider Eligibility: Each Employee who is located in Florida

The benefits of the policy providing your coverage are primarily governed by the law of a state other than Florida.

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of Florida group insurance plans covering insureds located in Florida. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETFLDR

Eligibility - Effective Date

Foster Children, Adoptive Children and Children in Custodial Care

Benefits applicable to children of the insured employee also apply to adoptive children, foster children and children in custodial care. Coverage begins from birth or from the moment of placement in the home. Except in the case of foster children, coverage may not exclude any preexisting condition of the child.

In the case of a newborn adoptive child, coverage begins from the moment of birth if there is a written agreement to adopt the child, whether or not the agreement is enforceable.

Coverage does not extend to an adoptive child who is not ultimately placed in the home of the insured employee.

If notice of the birth or placement of an adopted child is given to the company within 30 days there is no premium charge for the initial 30 day period. If timely notice is not given, the insurer may charge additional premium from the time of birth or placement.

If notice is given within 60 days of the birth or placement of an adopted child, the insurer may not deny coverage for the child due to the failure of the insured to timely notify the insurer of the birth or placement of the child.

If any family member of the insured employee is covered as a dependent, then benefits applicable to children are covered with respect to a foster child or other child in court-ordered temporary custody or other custody of the insured employee.

Newborn Children

Coverage for newborn children of an insured employee or the employee's covered family member begins from the moment of birth.

Coverage for a newborn child of a covered family member terminates when the child is 18 months old.

If notice of birth is given to the company within 30 days there is no premium charge for the initial 30 day period. If timely notice is not given, the insurer may charge additional premium from the time of birth.

If notice is given within 60 days of the birth of the child, the insurer may not deny coverage for a child due to the failure of the insured to timely notify the insurer of the birth of the child.

This policy covers newborn children for the necessary dental care or dental treatment of congenital defects or birth abnormalities of the teeth or gums.

HCDFB-ELG94

06-21
ET

Dental Benefits Extension – For Total Disability Upon Policy Discontinuation

An expense incurred in connection with a Covered Dental Service that is completed after Your benefits cease, for any reason other than the person's failure to pay premiums, will be deemed to be incurred while You are insured if:

- the course of treatment was recommended in writing by the physician and began while the person was insured for dental benefits; and
- the Covered Dental Service is other than a routine examination, prophylaxis, x-ray, or sealants or orthodontic services;
- for Orthodontic Services, the treatment commenced while the person was insured and the expenses are incurred within 60 days after his insurance ceases.
- and the Covered Dental Service is performed within 90 days after his insurance ceases.

The terms of this Dental Benefits Extension will not apply to a person who becomes insured under another group policy for similar dental benefits.

HCDFB-BEX13

06-21
ET

Definitions

Dependent

The term child means a child born to You or a child legally adopted by You, including that child from the date of placement in the home or from birth provided that a written agreement to adopt such child has been entered into prior to the birth of such child. Coverage for a legally adopted child will include the necessary care and treatment of an Injury or a Sickness existing prior to the date of placement or adoption. A child also includes a foster child or a child placed in your custody by a court order from the date of placement in the home. Coverage is not required if the adopted or foster child is ultimately not placed in your home. It also includes:

- a stepchild;
- a child born to an uninsured Dependent child of yours until such child is 18 months old, or a child supported pursuant to a court order imposed on You (including a Qualified Medical Child Support Order).

HCDFB-DFS465

06-21
ET



CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

CERTIFICATE RIDER – Illinois Residents

Rider Eligibility: Each Employee who is located in Illinois

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of Illinois group insurance plans covering insureds located in Illinois. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETILRDR

Expenses Not Covered

- charges for travel time or transportation costs;

HC-DEX1

04-10
V13-ET

CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

CERTIFICATE RIDER – Massachusetts Residents

Rider Eligibility: Each Employee who is located in Massachusetts

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of Massachusetts group insurance plans covering insureds located in Massachusetts. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETMARDR

Eligibility - Effective Date

Exception for Newborns

Any Dependent child, including the newborn infant of a Dependent, an adopted child or foster child born while You are insured will become insured on the date of the child’s birth if You elect Dependent Insurance no later than 31 days after birth. If You do not elect to insure Your newborn child within such 31 days, coverage for that child will end on the 31st day. No benefits for expenses incurred beyond the 31st day will be payable.

HCDFB-ELG89

06-21
ET

Definitions

Dependent

The term child means a child born to You or a child legally adopted by You. Coverage for an adopted child will begin on the date of the filing of a petition to adopt such child, provided the child has been residing in Your home as a foster child, and for whom You have been receiving foster care payments; or when a child has been placed in Your home by a licensed placement agency for purposes of adoption. It also includes a stepchild, a child born to one of Your Dependent children, as long as Your grandchild is living with You and Your Dependent child is insured, or Your grandchild is primarily supported by You, a foster child, a child for whom You are the legal guardian, or a child supported pursuant to a court order imposed on You (including a Qualified Medical Child Support Order).

HCDFB-DFS385

06-21
ET1



CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

CERTIFICATE RIDER – Montana Residents

Rider Eligibility: Each Employee who is located in Montana

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of Montana group insurance plans covering insureds located in Montana. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETMTRDR

Definitions

Dependent

The term Dependent means:

- any child of Yours who is:
 - less than 26 years old.
 - 26 or more years old, unmarried, and primarily supported by You and incapable of self-sustaining employment by reason of intellectual or physical disabilities. Proof of the child's condition and dependence may be required to be submitted to Us within 31 days after the date the child ceases to qualify above.

HCDFB-DFSS20

06-21

ET

CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

CERTIFICATE RIDER – New Jersey Residents

Rider Eligibility: Each Employee who is located in New Jersey

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of New Jersey group insurance plans covering insureds located in New Jersey. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETNJRDR

Definitions

Dependent

Dependents include:

- your lawful spouse, including civil union partners.

The term child includes any child acquired through a civil union.

The rights of married persons under federal law may not be available to parties to a civil union.

HC-DFS311

04-10

VI-ET



CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

CERTIFICATE RIDER – New York Residents

Rider Eligibility: Each Employee who is located in New York

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of New York group insurance plans covering insureds located in New York. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETNYRDR

SECTION I. Definitions

Defined terms will appear capitalized throughout this Certificate.

Spouse: The person to whom the Subscriber is legally married, including a same sex Spouse. Spouse also includes a domestic partner.

CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

CERTIFICATE RIDER – North Carolina Residents

Rider Eligibility: Each Employee who is located in North Carolina

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of North Carolina group insurance plans covering insureds located in North Carolina. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETNCRDR

Definitions

Dependent

The term child means a child born to You or a child legally adopted by You, or a foster child including that child from the first day of placement in Your home regardless of whether the adoption has become final.

HCDFB-DFS383

06-21
ET

CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

CERTIFICATE RIDER – Ohio Residents

Rider Eligibility: Each Employee who is located in Ohio

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of Ohio group insurance plans covering insureds located in Ohio. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETOHRDR

Covered Dental Services

Teledentistry services are covered only when administered in conjunction with procedures and services which are covered under this plan. Covered Dental Services delivered through teledentistry are covered to the same extent We cover services rendered through in-person contact including the same cost-share, frequency limitations or any applicable benefit maximums or lack thereof.

HC-DEN330

06-21
V1-ET

Expenses For Which A Third Party May Be Responsible

This plan does not cover:

- Expenses incurred by You or Your Dependent(s) for which another party may be responsible as a result of having caused or contributed to an injury or sickness.
- Expenses incurred by You or Your Dependent(s) to the extent any payment is received either directly or indirectly from a third party tortfeasor or as a result of a settlement, judgment or arbitration award in connection with any automobile medical, automobile no-fault, uninsured or underinsured motorist, homeowners, workers' compensation, government insurance (other than Medicaid), or similar type of insurance or coverage. The coverage under this plan is secondary to any automobile no-fault or similar coverage.

Right of Reimbursement

If a Covered Person incurs expenses for Covered Dental Services for which another party may be responsible or for which the Covered Person may receive payment as described above, We will be granted a right of reimbursement, to the extent of the benefits provided by Us, from the proceeds of any recovery whether by settlement, judgment, or otherwise, subject to any applicable Apportionment of Liability under Ohio's Civil Action laws.

If less than the full value of the tort action is recovered for comparative negligence, diminishment due to a party's liability under sections 2307.22 to 2307.28 of the Revised Code, or by reason of the collectability of the full value of the claim for injury, death, or loss to person resulting from limited liability insurance or any other cause, the subrogee's or other person's or entity's claim shall be diminished in the same proportion as the injured party's interest is diminished.

Lien of the Plan

By accepting benefits under this plan, a Covered Person:

- grants a lien and assigns to Us an amount equal to the benefits paid under this plan against any recovery made by or on behalf of the Covered Person, subject to any applicable Apportionment of Liability under Ohio's Civil Action laws, which is binding on any attorney or other party who represents the Covered Person whether or not an agent of the Covered Person or of any insurance company or other financially responsible party against whom a Covered Person may have a claim provided said attorney, insurance carrier or other party has been notified by Us or Our agents;
- agrees that this lien shall constitute a charge against the proceeds of any recovery and We shall be entitled to assert a security interest thereon;
- agrees to hold the proceeds of any recovery in trust for Our benefit to the extent of any payment made by Us.

Additional Terms

- No adult Covered Person may assign any rights that the Covered Person may have to recover dental expenses from any third party or other person or entity to any Dependent child without Our prior express written consent. Our right to recover shall apply to decedents', minors', and incompetent or disabled persons' settlements or recoveries.
- No Covered Person shall make any settlement, which specifically reduces or excludes, or attempts to reduce or exclude, the benefits provided by the plan.
- Our right of recovery shall be a prior lien against any proceeds recovered by the Covered Person. This right of recovery shall not be defeated nor reduced by the application of any so-called "Made-Whole Doctrine", "Rimes Doctrine", or any other such doctrine purporting to defeat Our recovery rights by allocating the proceeds exclusively to non-dental expense damages.
- No Covered Person shall incur any expenses on behalf of the plan in pursuit of the plan's rights. Specifically; no court costs, attorneys' fees, or other representatives' fees may be deducted from the plan's recovery without Our prior express written consent. This right shall not be defeated by any so-called "Fund Doctrine", "Common Fund Doctrine", or "Attorney's Fund Doctrine".
- We hereby disavow all equitable defenses in the pursuit of Our right of recovery. Our recovery rights are neither affected nor diminished by equitable defenses.
- In the event that a Covered Person fails or refuses to honor his obligations under the plan. We shall be entitled to recover any costs incurred in enforcing the terms of the Policy including, but not limited to, attorney's fees, litigation, court costs, and other expenses. We shall also be entitled to offset the reimbursement obligation against any

entitlement to future dental benefits under the Covered Person has fully complied with his reimbursement obligations, regardless of how those future dental benefits are incurred.

- Any reference to state law in any other provision of this plan shall not be applicable to this provision, if the plan is governed by ERISA. By acceptance of benefits under the plan, the Covered Person agrees that a breach hereof would cause irreparable and substantial harm and that no adequate remedy at law would exist. Further, We shall be entitled to invoke such equitable remedies as may be necessary to enforce the terms of the plan, including, but not limited to, specific performance, restitution, the imposition of an equitable lien and/or constructive trust, as well as injunctive relief.
- Covered Persons must assist Us in pursuing any recovery rights by providing requested information.

HCDFB-SUB27

06-21
ET

Definitions

Dependent

The term Dependent means:

- any child of Yours who is:
 - less than 26 years old.
 - 26 or more years old, unmarried, and primarily supported by You and incapable of self-sustaining employment by reason of mental or physical impairment which arose while the child was covered as a Dependent under this Plan, or while covered as a Dependent under a prior plan with no break in coverage of more than 63 days. Proof of the child's condition and dependence may be required to be submitted to Us within 31 days after the date the child ceases to qualify above.

The term child means a child born to You or a child legally adopted by You. It also includes a stepchild, a foster child, or a child for whom You are the legal guardian, or a child supported pursuant to a court order imposed on You (including a Qualified Medical Child Support Order).

HCDFB-DFS335

06-21
V2-ET

CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

CERTIFICATE RIDER – Oregon Residents

Rider Eligibility: Each Employee who is located in Oregon

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of Oregon group insurance plans covering insureds located in Oregon. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ORD-04-10

HC-ETORRDR

Eligibility - Effective Date

Dependent Insurance

Eligibility for Coverage for Adopted Children

Any child who is adopted by You, including a child who is placed with You for adoption, will be eligible for Dependent coverage, if otherwise eligible as a Dependent, upon the date of placement with You. A child will be considered placed for adoption when You become legally obligated to support that child, totally or partially prior to that child's adoption. If a child placed for adoption is not adopted, all dental coverage ceases when the placement ends, and will not be continued. The provisions in the Exception for Newborns provision that describe requirements for enrollment and Effective Date of insurance will also apply to an adopted child or a child placed with You for adoption.

HCDFB-ELG99

06-21
ET1

Definitions

Dependent

The term child means a child born to You or a child legally adopted by You including that child from the date of



placement. Coverage for such child will include the necessary care and treatment of conditions existing prior to the date of placement including medically diagnosed congenital defects or birth abnormalities, regardless of any pre-existing condition limitation in the policy.

HCDFB-DFSS14

06-21
ET1

CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

CERTIFICATE RIDER – South Carolina Residents

Rider Eligibility: Each Employee who is located in South Carolina

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of South Carolina group insurance plans covering insureds located in South Carolina. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETSCRDR

CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

CERTIFICATE RIDER – South Dakota Residents

Rider Eligibility: Each Employee who is located in South Dakota

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of South Dakota group insurance plans covering insureds located in South Dakota. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETSRRDR

Covered Dental Services

Teledentistry services are covered only when administered in conjunction with procedures and services which are covered under this plan. Covered Dental Services delivered through teledentistry are covered to the same extent We cover services rendered through in-person contact including the same cost-share, frequency limitations or any applicable benefit maximums or lack thereof.

HC-DEN330

06-21
V3-ET



CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

CERTIFICATE RIDER – Washington Residents

Rider Eligibility: Each Employee who is located in Washington

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of Washington group insurance plans covering insureds located in Washington. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETWARDR

Definitions

Dependent

Dependents include:

- any child of yours who is
 - 26 or more years old and primarily supported by you and incapable of self-sustaining employment by reason of mental or physical disability.

Proof of the child's condition and dependence may be required to be submitted to Cigna within 31 days after the date the child ceases to qualify above. Cigna may require proof not more frequently than annually after the two year period following the child's attainment of the limiting age.

HC-DFS1399

01-19
ET1