

Article 9: Other Post-Employment and Health-Related Benefits
(“Other Post-Employment and Health-Related Benefits”
added 10-18-2011 by O-20105 N.S.)

Division 2: Health Benefits for Employees Killed in the Line of Duty
(“Health Benefits for Employees Killed in the Line of Duty
added 10-18-2011 by O-20105 N.S.)

§ 29.0201 Health Benefits for *Surviving Spouses* and Dependents of *Members* Killed in the Line of Duty

- (a) Effective December 31, 1998, the City will provide the health benefits described in this Division to the *Surviving Spouse* and dependents under age 21 of a *Member* killed in the line of duty: (1) by external violence or physical force, or (2) as a result of an accident or injury caused by external violence or physical force. If the *Member* was a *Safety Member*, this benefit will be paid if death benefits are awarded to the *Member’s Surviving Spouse* or dependents by a final decision under the Federal Public Safety Officers Benefit Act.
- (b) *Surviving Spouses* and dependents eligible for health benefits under this section may obtain health coverage under any available City-sponsored health insurance plan.
- (c) The City will pay or reimburse the health insurance premiums for a *Surviving Spouse* or dependent eligible for benefits under this section, up to the amount of the annual Flexible Benefits Allotment as defined in the Annual Salary Ordinance adopted by the City Council. Effective July 1, 2010, if the *Member* was represented by the San Diego Police Officers Association at the time of his or her death, the City will pay or reimburse the health insurance premiums for a *Surviving Spouse* or dependent eligible for benefits under this section, up to the premium for the highest cost City-sponsored HMO health plan offered to active City employees.
- (d) No benefit under this section will be paid to any individual whose actions were a substantial contributing factor to the *Member’s* death or catastrophic injury resulting in death.

- (e) No benefits will be provided under this section if:
- (1) the death or injury resulting in death was caused by the *Member's* intentional misconduct or intent to cause his or her own death or injury;
 - (2) the *Member* was voluntarily intoxicated at the time of his or her death;
or
 - (3) the *Member* was performing his or her duties in a grossly negligent manner at the time of death or injury.

(“Health Benefits for Surviving Spouses and Dependents of Members Killed in the Line of Duty“added 10-18-2011 by O-20105 N.S.; effective 11-17-2011.)