YOUR GROUP
LONG TERM DISABILITY INSURANCE PLAN

For Employees of
Billings Public School District #2
ReliaStar Life Insurance Company (ReliaStar Life) certifies that it has 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 of Coverage 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 of Coverage replaces any other certificates ReliaStar Life may have given you under the policy.

The Certificate of Coverage summarizes and explains the parts of the policy which apply to you. The Certificate of Coverage 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 policy does not replace or affect any requirements for coverage by any Workers' Compensation or state disability insurance. The policy covers disabilities due to an occupational sickness or injury.

Registrar
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>COVER PAGE</td>
<td>1</td>
</tr>
<tr>
<td>BENEFITS AT A GLANCE</td>
<td>3</td>
</tr>
<tr>
<td>DEFINITIONS</td>
<td>5</td>
</tr>
<tr>
<td>GENERAL PROVISIONS</td>
<td>8</td>
</tr>
<tr>
<td>LONG TERM DISABILITY BENEFIT INFORMATION</td>
<td>10</td>
</tr>
<tr>
<td>CLAIM INFORMATION</td>
<td>18</td>
</tr>
</tbody>
</table>
THE LONG TERM DISABILITY POLICY PROVIDES BENEFITS TO REPLACE A PORTION OF YOUR INCOME WHILE YOU ARE DISABLED. THE AMOUNT YOU RECEIVE IS BASED ON THE AMOUNT YOU EARNED BEFORE YOUR DISABILITY BEGAN, SUBJECT TO ALL POLICY PROVISIONS.

**EMPLOYER:** Billings Public School District #2  
**GROUP POLICY NUMBER:** 70185-8LTD2011

**ELIGIBLE CLASS(ES)**  
Eligible Superintendent in active employment with the Employer in the United States.  
You must be an employee of the Employer and in an eligible class.  
Temporary and seasonal workers are excluded from coverage.

**MINIMUM HOURS REQUIREMENT**  
18.75 hours per week

**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. **Exception:** There is no waiting period if your date of hire is the 1st of the month.  
For persons entering an eligible class after the policy effective date: End of the month in which you begin active employment. **Exception:** There is no waiting period if your date of hire is the 1st of the month.

**WAIVE THE WAITING PERIOD**  
If you have been continuously employed by your Employer for a period of time equal to your waiting period, we will waive your waiting period when you enter an eligible class.

**CREDIT PRIOR SERVICE**  
We will apply any prior period of work with your Employer toward the waiting period to determine your eligibility date.

**WHO PAYS FOR THE COVERAGE**  
Your Employer pays the cost of your coverage.

**ELIMINATION PERIOD**  
The latest of the following:  
- 90 consecutive days for disability due to injury.  
- 90 consecutive days for disability due to sickness.  
- The date your salary continuation or accumulated sick leave payments end, if applicable.  
The elimination period begins on the first day of your disability.  
Benefits for a payable claim begin the day after the elimination period is completed.

**ACCUMULATION OF ELIMINATION PERIOD**  
Accumulation period: 180 consecutive days.  
The elimination period and the accumulation period begin on the first day of your disability.  
Benefits for a payable claim begin the day after the elimination period is completed.

**MONTHLY BENEFIT**  
50% of monthly earnings to a maximum benefit of $5,000 per month.  
Your benefit may be reduced by any deductible sources of income and disability earnings. Some disabilities may not be covered or may have limited coverage under the policy.

**MONTHLY EARNINGS**  
Monthly earnings means your gross monthly income from your Employer in effect just prior to your date of disability. It includes your total income before taxes, and any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. It does not include income received from commissions, bonuses, overtime pay, any other extra compensation, or income received from sources other than your Employer.
Earnings, whether for a full year or partial year, will be converted to a monthly amount for the purpose of calculating the monthly payment.

**MAXIMUM PERIOD OF PAYMENT**

The later of your SSNRA* or the Maximum Benefit Period listed below.

<table>
<thead>
<tr>
<th>Your Age When Disability Begins</th>
<th>Maximum Period of Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Age 62 and under</td>
<td>48 months</td>
</tr>
<tr>
<td>Age 63</td>
<td>42 months</td>
</tr>
<tr>
<td>Age 64</td>
<td>36 months</td>
</tr>
<tr>
<td>Age 65</td>
<td>30 months</td>
</tr>
<tr>
<td>Age 66</td>
<td>27 months</td>
</tr>
<tr>
<td>Age 67</td>
<td>24 months</td>
</tr>
<tr>
<td>Age 68</td>
<td>21 months</td>
</tr>
<tr>
<td>Age 69 and over</td>
<td>18 months</td>
</tr>
</tbody>
</table>

*SSNRA means the Social Security Normal Retirement Age in effect under the Social Security Act on the Policy Effective Date.

**TOTAL BENEFIT CAP**

If you are eligible to receive payments under the policy in addition to your monthly payment, the total benefit payable to you on a monthly basis (including all benefits provided under the policy) will not exceed 100% of your monthly earnings. However, if you are participating in a vocational rehabilitation plan, the total benefit payable to you on a monthly basis (including all benefits provided under the policy) will not exceed 110% of your monthly earnings.

The above items are only highlights of the policy. For a full description of your coverage, including any additional benefits, exclusions or limitations that may apply, continue reading your Certificate of Coverage.
DEFINITIONS

ACTIVE EMPLOYMENT means you are working for your Employer for earnings that are paid regularly and that you are performing the material and substantial duties of your regular occupation. You must be working at least the minimum number of hours as described under the MINIMUM HOURS REQUIREMENT in the BENEFITS AT A GLANCE.

To be in active employment, your work site must be one of the following:
· Your Employer’s usual place of business.
· An alternative work site at the direction of your Employer, including your home.
· A location to which your job requires you to travel.

Normal vacation is considered active employment. Temporary and seasonal workers are excluded from coverage.

CONTEST means that, if we determine you made a material misrepresentation in your application for coverage under the policy, we notify you in writing that such coverage was therefore never effective. This is subject to the INCONTESTABILITY provision.

DEDUCTIBLE SOURCES OF INCOME means income from other sources as listed in the certificate which you receive or are eligible to receive while you are disabled. This income will be subtracted from your gross monthly payment.

DISABILITY EARNINGS means the earnings which you receive while you are disabled and working, plus the earnings you could receive if you were working to your maximum capacity.

DOCTOR means a person performing tasks that are within the limits of his or her medical license, and also meets one of the following requirements:
· Is licensed to practice medicine and prescribe and administer drugs or to perform surgery.
· Has a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients.
· Is a legally qualified medical practitioner according to the laws and regulations of the jurisdiction where treatment occurred.

We will not recognize you or your family members, including but not limited to: spouse, domestic partner, children, parents, including in-laws, or siblings, including in-laws, a business or professional partner, or any person who has a financial affiliation or business interest with you as a doctor for a claim that you send to us.

ELIGIBLE SURVIVOR means your spouse, if living; otherwise, your children under age 26. “Spouse” includes your domestic partner if you have completed and signed an affidavit of domestic partnership on a form acceptable to your Employer.

EMPLOYEE means a person who is a citizen or legal resident of the United States 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.

GRACE PERIOD means the 60 day period following the premium due date during which premium payment for the policy may be made by the Policyholder.

GROSS MONTHLY PAYMENT means your benefit before any reduction for deductible sources of income and disability earnings.

HOSPITAL, HEALTH FACILITY or INSTITUTION means an accredited facility licensed to provide care and treatment for the condition causing your disability.

INDEXED MONTHLY EARNINGS means your monthly earnings adjusted on each anniversary of benefit payment by the lesser of 10% or the current annual percentage increase in the Consumer Price Index. Your indexed monthly earnings may increase or remain the same, but will never decrease.

The Consumer Price Index CPI-U is published by the U.S. Department of Labor. We reserve the right to use some other similar measurement if the Department of Labor changes or stops publishing the CPI-U. Indexing is only used as a factor in the determination of the percentage of lost earnings while you are disabled and working, and in the determination of gainful occupation.

INJURY means a bodily injury that is the direct result of an accident and not related to any other cause. The injury must occur, and disability resulting from the injury must begin, while you are
DEFINITIONS

covered under the policy. **Injury** that occurs before **you** are covered under the policy will be treated as a **sickness**.

**INSURED PERSON** means a person who is eligible for the coverage under the policy, becomes covered according to the terms of the policy, and whose coverage remains in effect according to the terms of the policy.

**LAW, PLAN** or **ACT** means the original enactments of the law, plan or act and all amendments.

**LEAVE OF ABSENCE** means **you** are absent from **active employment** for a period of time that has been agreed to in advance in writing by **your Employer**. **Your** normal vacation time or any period of disability is not considered a **leave of absence**.

**MATERIAL AND SUBSTANTIAL DUTIES** means duties that are normally required for the performance of **your regular occupation** and that cannot be reasonably omitted or modified, except that if **you** are required to work on average in excess of 40 hours per week, **we** will consider **you** able to perform that requirement if **you** have the capacity to work 40 hours per week.

**MAXIMUM BENEFIT** means the total monthly benefit amount for which **you** are insured under the policy subject to all policy provisions.

**MAXIMUM CAPACITY** means, based on **your** restrictions and limitations, the greatest extent of work **you** are able to do in **your regular occupation**.

**MAXIMUM PERIOD OF PAYMENT** means the longest period of time **we** will make payments to **you** for any one period of disability.

**MEDICAL SUPERVISION** means that all of the following are true:

- **You** visit a **doctor** as frequently as medically required according to standard medical practice to effectively treat and manage **your** disabling condition(s).
- **You** receive care or treatment appropriate for the disabling condition(s), conforming with standard medical practice, by a **doctor** whose specialty or experience is appropriate for the disabling condition(s) according to standard medical practice.
- **You** have the obligation to minimize **your** disabling condition including having corrective treatment or minor surgery.

**MENTAL ILLNESS** means a psychiatric or psychological condition classified in the Diagnostic and Statistical Manual of Mental Health Disorders (DSM), published by the American Psychiatric Association, most current as of the start of a disability. Such disorders include, but are not limited to: psychotic, emotional or behavioral disorders, or disorders related to stress or to substance abuse or dependency. If the DSM is discontinued or replaced, these disorders will be those classified in the diagnostic manual then used by the American Psychiatric Association as of the start of a disability.

**MONTHLY EARNINGS** means **your** gross monthly income from **your Employer** as stated in the **BENEFITS AT A GLANCE**.

**MONTHLY PAYMENT** means **your** benefit after any **deductible sources of income** and disability earnings have been subtracted from **your gross monthly payment**.

**OCCUPATIONAL SICKNESS OR INJURY** means a **sickness** or **injury** that was caused by or aggravated by any employment for pay or profit.

**PART-TIME BASIS** means the ability to work and earn from 20% through 80% of **your indexed monthly earnings**. Ability is based on capacity and not market availability.

**PAYABLE CLAIM** means a claim for which **we** are liable under the terms of the policy.

**POLICYHOLDER** means the **Employer** to whom the policy is issued and who sponsors the coverage for its **employees**.

**PRE-EXISTING CONDITION** means any condition for which **you** have done any of the following at any time during the 5 days just prior to **your** effective date of coverage:

- Received medical treatment.
- Taken or were prescribed drugs or medicine.
- Received care or services, including diagnostic measures.
DEFINITIONS

RECURRENT DISABILITY means a disability for which both of the following are true:
- It is caused by a worsening in your condition.
- It is due to the same cause(s) as your prior disability for which we made a monthly payment.

REGULAR OCCUPATION means the occupation you are routinely performing when your disability begins. We will look at your occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific employer or at a specific location.

RETIREMENT PLAN means a defined contribution plan or defined benefit plan. These are plans which provide retirement benefits to insured persons and are not funded entirely by insured person contributions. Retirement plan includes but is not limited to any plan which is part of any federal, state, county, municipal or association retirement system.

SALARY CONTINUATION or ACCUMULATED SICK LEAVE means continued payments to you by your Employer of all or part of your monthly earnings, after you become disabled as defined by the policy. This continued payment must be part of an established plan maintained by your Employer, and includes salary continuation or accumulated sick leave or any similar Employer sponsored paid time off plan.

SICKNESS means illness, disease or physical condition. Disability resulting from the sickness must begin while you are covered under the policy.

VOCATIONAL REHABILITATION PLAN means a written plan that a vocational rehabilitation professional, designated by us, prepares in accordance with the VOCATIONAL REHABILITATION SERVICES provision of the certificate.

WAITING PERIOD means the continuous period of time (shown in the BENEFITS AT A GLANCE) that you must be in active employment in an eligible class before you are eligible for coverage under the policy.


YOU and YOUR means a person who is eligible for coverage under the policy.
GENERAL PROVISIONS

CERTIFICATE OF COVERAGE
This Certificate of Coverage is a written statement prepared by us and may include riders, endorsements and/or amendments. It tells you:

• The coverage to which you may be entitled.
• To whom we will make a payment.
• The limitations, exclusions and requirements that apply within the policy.

ELIGIBILITY DATE
If you are working for your Employer in an eligible class, the date you are eligible for coverage is the later of the following:

• The policy effective date.
• The day after you complete your waiting period.

WHEN COVERAGE BEGINS
When the Policyholder pays 100% of the cost of your coverage under the policy, you will be covered at 12:01 a.m. standard time at the Policyholder's address on the date you are eligible for coverage.

In order for your coverage to begin, you must be in active employment. Your coverage is subject to payment of premium.

CHANGES TO YOUR COVERAGE
Once your coverage begins, any increased or additional coverage will take effect immediately if you are in active employment or if you are on a covered leave of absence. If you are not in active employment due to injury or sickness, any increased or additional coverage will begin on the date you return to active employment.

Any decrease in coverage will take effect immediately but will not affect a payable claim that occurs prior to the decrease.

LEAVE OF ABSENCE AFTER YOUR COVERAGE BEGINS
If you are on a leave of absence, and if premium is 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 your Employer's Human Resource Policy provides for continuation of disability coverage 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 36 months that immediately follows the month in which your 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 the coverage may be continued under the Certificate of Coverage for an FMLA or State FML leave of absence.
• The length of time the coverage may be continued under the Certificate of Coverage for a leave of absence other than an FMLA or State FML leave of absence.

If your 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 your FMLA or State FML leave of absence, your coverage will be reinstated. We will not apply a new waiting period, or require evidence of insurability, or apply a new pre-existing condition limitation.
GENERAL PROVISIONS

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 WHEN YOUR COVERAGE ENDS provision.

WHEN YOUR COVERAGE ENDS
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 Policyholder's grace period, if the Policyholder does not remit premium to us by the end of such period.
- The last day you are in active employment except as provided under a covered leave of absence.

We will provide coverage for a payable claim that occurs while you are covered under the policy. Termination of the policy during a disability will have no effect on a payable claim.

TIME LIMITS FOR LEGAL PROCEEDINGS
You can start legal action regarding your claim 60 days after proof of claim has been given to us, and up to three years from the time proof of claim is required, unless otherwise provided under federal law.

REPRESENTATIONS NOT WARRANTIES
We consider any statements the Policyholder and you make in an application representations and not warranties. No statements made by you will be used to reduce or deny any claim or to cancel your coverage unless both of the following are true:
- The statement is in writing and is signed by you.
- A copy of that statement is given to you or your beneficiary, or your personal representative.

INCONTESTABILITY
Except in the case of fraud, no statement made by you in the application relating to your insurability will be used to contest the insurance for which the statement was made after the coverage has been in force for two years during your lifetime.

Beyond the periods stated in the PRE-EXISTING CONDITION LIMITATION provision, no claim for disability with respect to which the claim is made shall be reduced or denied on the ground that a disease or physical condition, not excluded from coverage by name or specific description effective on the date of disability, had existed prior to the effective date of the coverage.

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 have coverage under the policy and in what amounts.
- Make a fair adjustment of the premium.

MISSTATEMENT OF AGE
If premiums applicable to you are based on age and you have misstated your age, there will be a fair adjustment of premiums based on your true age. If the benefits applicable to you are based on age and you have misstated your age, there will be an adjustment of said benefits based on your true age.

We may require satisfactory proof of your age before paying any claim.

WORKERS’ COMPENSATION OR STATE DISABILITY INSURANCE
The policy does not replace or affect the requirements for coverage by any workers’ compensation or state disability insurance.

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.
LONG TERM DISABILITY BENEFIT INFORMATION

DEFINITION OF DISABILITY
You are considered disabled when we review your claim and determine that, due to your sickness or injury, both of the following are true:
- You are unable to perform all the material and substantial duties of your regular occupation.
- You have a 20% or more loss in your indexed monthly earnings.

The loss of a professional or an occupational license or certification does not, in itself, constitute disability.

You must be under the medical supervision of a doctor in order to be considered disabled.

We may require you to be examined by one or more doctors, other medical practitioners or vocational experts of our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so. We may also require you to be interviewed by our authorized representative. Your failure to comply with this request may result in denial or termination of benefits.

ACCUMULATION OF ELIMINATION PERIOD
You must be continuously disabled through your elimination period. Your elimination period is as stated in the BENEFITS AT A GLANCE and is the period of continuous disability you must satisfy before you are eligible to receive benefits under the policy.

If you return to work while satisfying your elimination period, you may satisfy your elimination period within the accumulation period. The accumulation period is as stated in the BENEFITS AT A GLANCE.

The days that you are not disabled will not count toward your elimination period.

If you do not satisfy the elimination period within the accumulation period, a new period of disability will begin.

The elimination period and the accumulation period begin on the first day of your disability.

Benefits for a payable claim begin the day after the elimination period is completed.

SATISFYING YOUR ELIMINATION PERIOD IF YOU ARE WORKING
If you are working while you are disabled, the days you are disabled will count toward your elimination period.

WHEN YOU RECEIVE PAYMENTS
You will begin to receive payments when we approve your claim, providing the elimination period has been met and you are disabled. We will send you a monthly payment at the end of each month for any period for which we are liable.

After the elimination period, if you are disabled for less than 1 month, we will send you 1/30th of your monthly payment for each day of your disability.

AMOUNT OF PAYMENT
A. IF YOU ARE DISABLED AND NOT WORKING, OR DISABLED AND WORKING AND YOUR DISABILITY EARNINGS ARE LESS THAN 20% OF YOUR INDEXED MONTHLY EARNINGS

We will follow this process to figure your payment:
1. Multiply your monthly earnings by 50%.
2. The maximum benefit is $5,000 per month.
3. Compare the answers from Step 1 and Step 2. The lesser of these two amounts is your gross monthly payment.
4. Subtract from your gross monthly payment any deductible sources of income.

The amount figured in Step 4 is your monthly payment. If this amount is less than the MINIMUM PAYMENT amount under the policy, your payment will be subject to the MINIMUM PAYMENT provision.

B. IF YOU ARE DISABLED AND WORKING, AND YOUR DISABILITY EARNINGS ARE AT LEAST 20% BUT LESS THAN OR EQUAL TO 80% OF YOUR INDEXED MONTHLY EARNINGS

During the first 24 months of payments, the sum of your gross monthly payment plus disability earnings may be less than or equal to, but not more than, 100% of your indexed monthly earnings.
LONG TERM DISABILITY BENEFIT INFORMATION

If the sum exceeds 100% of your indexed monthly earnings, we will reduce your payment under the policy by the excess amount.

To determine whether the sum of your gross monthly payment plus disability earnings is less than or equal to or exceeds 100% of your indexed monthly earnings, we will follow this process:

1. Multiply your monthly earnings by 50%.
2. The maximum benefit is $5,000 per month.
3. Compare the answers from Step 1 and Step 2. The lesser of these two amounts is your gross monthly payment.
4. Add your disability earnings to your gross monthly payment.

If the answer in Step 4 above is less than or equal to 100% of your indexed monthly earnings, your monthly payment will be your gross monthly payment minus any deductible sources of income. If this amount is less than the MINIMUM PAYMENT amount under the policy, your payment will be subject to the MINIMUM PAYMENT provision.

If the answer in Step 4 above is greater than 100% of your indexed monthly earnings, we will follow this process to figure your monthly payment:

a. Add your disability earnings to your gross monthly payment.
b. From the answer in Step a, subtract your indexed monthly earnings. If the result is zero or less, record your answer as zero.
c. From your gross monthly payment, subtract the answer in Step b and any deductible sources of income.

The amount figured in Step c is your monthly payment. If this amount is less than the MINIMUM PAYMENT amount under the policy, your payment will be subject to the MINIMUM PAYMENT provision.

After 24 months of monthly payments, you will receive payments based on the percentage of income you are losing due to your disability. We will follow this process to determine your monthly payment:

1. Subtract your disability earnings from your indexed monthly earnings.
2. Divide the answer in Step 1 by your indexed monthly earnings. The result is your percentage of lost earnings.
3. From your gross monthly payment, subtract any deductible sources of income.
4. Multiply the answer in Step 2 by the answer in Step 3.

The answer in Step 4 is your monthly payment. If this amount is less than the MINIMUM PAYMENT amount under the policy, your payment will be subject to the MINIMUM PAYMENT provision.

C. IF YOU ARE DISABLED AND WORKING, AND YOUR DISABILITY EARNINGS ARE MORE THAN 80% OF YOUR INDEXED MONTHLY EARNINGS

If you are working and your disability earnings are more than 80% of your indexed monthly earnings, no benefit will be payable.

We may require you to send proof of your monthly disability earnings each month. We will adjust your payment based on your monthly disability earnings.

As part of your proof of disability earnings, we can require that you send us appropriate financial records that we believe are necessary to substantiate your income.

IF YOUR DISABILITY EARNINGS FLUCTUATE

If your disability earnings routinely fluctuate widely from month to month, we may average your disability earnings over the most recent three months to determine if your claim should continue.

If we average your disability earnings, we will not terminate your claim unless the average of your disability earnings from the last three months exceeds 80% of your indexed monthly earnings.

We will not pay you for any month during which your disability earnings exceed the amount allowable under the policy. In no event will benefits be paid beyond the maximum period of payment.
LONG TERM DISABILITY BENEFIT INFORMATION

WE WILL NEVER PAY MORE THAN 100% OF MONTHLY EARNINGS
If you are eligible to receive benefits under the policy in addition to the monthly payment, the total benefit payable to you on a monthly basis (including all benefits provided under the policy) will not exceed 100% of your monthly earnings. However, if you are participating in a vocational rehabilitation plan, the total benefit payable to you on a monthly basis (including all benefits provided under the policy) will not exceed 110% of your monthly earnings.

DEDUCTIBLE SOURCES OF INCOME
The following are deductible sources of income:

• The amount that you receive, or are eligible to receive, as disability income payments under any:
  – State compulsory benefit act or law.
  – Individual disability income plans which are wholly or partially paid for by the Policyholder or for which the Policyholder makes payroll deductions, and which are purchased on or after the effective date of the group policy.
  – Automobile liability insurance policy or "no fault" motor vehicle plan, whichever is applicable.
  – Military disability benefit plan.
  – Governmental retirement system as a result of your job with your Employer.
  – Other group insurance policy.

• The amount you receive as a result of any action brought under Title 46, United States Code Section 688 (The Jones Act).

• The amount you receive from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.

• The amount that you:
  – receive as disability payments under your Employer's retirement plan;
  – voluntarily elect to receive as retirement payments under your Employer's retirement plan; or
  – are eligible to receive as retirement payments when you reach the later of age 62 or normal retirement age, as defined in your Employer's retirement plan.

Disability payments under a retirement plan will be those benefits which are paid due to disability and do not reduce the retirement benefit which would have been paid if the disability had not occurred.

Retirement payments will be those benefits which are paid based on your Employer's contribution to the retirement plan. Disability benefits which reduce the retirement benefit under the plan will also be considered as a retirement benefit.

Regardless of how the retirement funds from the retirement plan are distributed, we will consider the Employer and insured person contributions to be distributed simultaneously throughout your lifetime.

Amounts received do not include amounts rolled over or transferred to any eligible retirement plan. We will use the definition of eligible retirement plan as defined in Section 402 of the Internal Revenue Code including any future amendments which affect the definition.

• The amount that you, your spouse and your children receive, or are eligible to receive, as disability payments because of your disability under:
  – The United States Social Security Act.
  – The Canada Pension Plan.
  – The Quebec Pension Plan.
  – Any similar Plan or Act.

• The amount that you receive as retirement payments or the amount your spouse and your children receive as retirement payments because you are receiving retirement payments under:
  – The United States Social Security Act.
  – The Canada Pension Plan.
  – The Quebec Pension Plan.
  – Any similar Plan or Act.

  – The amount you receive from any form of employment.
  – The amount you receive from any unemployment compensation law.

  – The amount that you receive, or are eligible to receive, under:
LONG TERM DISABILITY BENEFIT INFORMATION

- A workers' compensation law.
- An occupational disease law.
- Any other act or law with similar intent.

With the exception of retirement payments, we will only subtract deductible sources of income which are payable as a result of the same disability.

We will not reduce your payment by your Social Security retirement income if your disability begins after age 65 and you were already receiving Social Security retirement payments.

COST OF LIVING INCREASES FOR DEDUCTIBLE SOURCES OF INCOME

Other than for increases in any income you earn from any form of employment, once we have subtracted any deductible sources of income from your gross monthly payment, we will not further reduce your payment due to a cost of living increase from that source.

IF YOU QUALIFY FOR DEDUCTIBLE SOURCES OF INCOME

When we determine that you may qualify for benefits for which you are eligible in the deductible sources of income provision, we will estimate your entitlement to these benefits. We can reduce your benefit under the policy by the estimated amounts if such benefits have either:

- Not been awarded or denied.
- Been denied and the denial is being appealed.

Your gross monthly payment will NOT be reduced by the estimated amount if both of the following are true:

- You apply for the disability payments for which you are eligible in the deductible sources of income provision and appeal your denial to all administrative levels we determine are necessary.
- You sign our form. This form states that you promise to pay us any overpayment caused by an award and we shall be entitled to impose a constructive trust on any such award.

If your gross monthly payment has been reduced by an estimated amount, your gross monthly payment will be adjusted when we receive either of the following:

- Proof of the amount awarded.
- Proof that benefits have been denied and all appeals we determine necessary have been completed.

In this case, a lump sum refund of the estimated amount will be made to you.

If you receive a lump sum payment from any deductible source of income, the lump sum will be pro-rated on a monthly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a monthly basis from the date of the award over your expected lifetime as determined by us.

NON-DEDUCTIBLE SOURCES OF INCOME

We will not subtract from your gross monthly payment income you receive from the following:

- 401(k) plans.
- Salary continuation or accumulated sick leave plans.
- Profit sharing plans.
- Thrift plans.
- Tax-sheltered annuities.
- Stock ownership plans.
- Credit disability insurance.
- Non-qualified plans of deferred compensation.
- Pension plans for partners.
- Military pension plans.
- Franchise disability income plans.
- Individual disability plans wholly paid for by the insured person and not through payroll deduction.
- A retirement plan from another employer.
- Individual retirement accounts (IRA).
LONG TERM DISABILITY BENEFIT INFORMATION

MINIMUM PAYMENT
The minimum payment each month for a payable claim is the greater of:
· $100.
· 10% of your gross monthly payment.

We may apply this amount to recover any outstanding overpayment.

DURATION OF PAYMENTS
We will send you a payment each month up to the maximum period of payment. Your maximum period of payment is stated in the BENEFITS AT A GLANCE, will be paid during a continuous period of disability, and will be based on your age at disability.

WHEN PAYMENTS END
We will stop sending you payments and your claim will end on the earliest of the following:
· The end of the maximum period of payment.
· The date you are no longer disabled under the terms of the policy.
· The date you fail to submit proof of continuing disability.
· The date you die.
· When you are able to return to work in your regular occupation on a part-time basis but you do not.
· The date your disability earnings exceed 80% of your indexed monthly earnings.
· After 12 months of payments if you are considered to reside outside the United States or Canada. You will be considered to reside outside these countries when you have been outside the United States or Canada for a total period of 6 months or more during any 12 consecutive months of benefits.

We will not pay a benefit for any period of disability during which you are incarcerated.

DISABILITIES NOT COVERED UNDER THE POLICY
The policy does not cover any disabilities caused by, contributed by, or resulting from your:
· Loss of professional license, occupational license or certification.
· Commission of or attempt to commit a felony.
· Intentionally self-inflicted injuries.
· Attempted suicide.
· Being legally intoxicated or being under the influence of any narcotic, unless the narcotic is taken under the direction of and as directed by a doctor.
· Participation in a war, declared or undeclared, or any act of war.
· Active military duty.
· Active participation in a riot.
· Engaging in any illegal or fraudulent occupation, work or employment.
· Commission of a crime for which you have been convicted.
· Elective surgery except when required for your medical supervision as a result of your injury or sickness.
· Traveling or flying on any aircraft operated by or under the authority of military or any aircraft being used for experimental purposes.

PRE-EXISTING CONDITION LIMITATION
Benefits will not be paid if your disability begins in the first 30 days following the effective date of your coverage and your disability is caused by, contributed to by, or the result of a pre-existing condition.

MENTAL ILLNESS LIMITATION
The lifetime cumulative maximum period of payment for all disabilities due to mental illness is 24 months. Only 24 months of benefits will be paid even if the disabilities are not continuous and/or are not related.

If you are confined to a hospital, health facility or institution at the end of the 24 month period, we will continue to send you payment(s) during your confinement. If you are still disabled when you are discharged, we will send you payment(s) for a recovery period of up to 90 days. If you become reconfined at any time during the recovery period and remain confined for at least 14 days in a row, we will
LONG TERM DISABILITY BENEFIT INFORMATION

send payment(s) during that additional confinement and for one additional recovery period up to 90 more days.

If you continue to be disabled after the 24 month period, and subsequently become confined to a hospital, health facility or institution for at least 14 days in a row, we will send payment(s) during the length of the reconfinement.

We will not make payments beyond the limited pay period as indicated above, or the maximum period of payment, whichever occurs first.

We will not apply the mental illness limitation to a disability due to dementia if it is a result of stroke, trauma, viral infection or Alzheimer’s disease.

ALCOHOLISM OR DRUG ABUSE LIMITATION
The lifetime cumulative maximum period of payment for all disabilities due to alcoholism or drug abuse is 24 months. Only 24 months of benefits will be paid even if the disabilities are not continuous and/or are not related.

If you are confined to a hospital, health facility or institution at the end of the 24 month period, we will continue to send you payment(s) during your confinement. If you are still disabled when you are discharged, we will send you payment(s) for a recovery period of up to 90 days. If you become reconfined at any time during the recovery period and remain confined for at least 14 days in a row, we will send payment(s) during that additional confinement and for one additional recovery period up to 90 more days.

If you continue to be disabled after the 24 month period, and subsequently become confined to a hospital, health facility or institution for at least 14 days in a row, we will send payment(s) during the length of the reconfinement.

We will not make payments beyond the limited pay period as indicated above, or the maximum period of payment, whichever occurs first.

CONTINUITY OF COVERAGE
If you are not in active employment due to injury or sickness or leave of absence on the date your Employer changes insurance carriers to our policy, and you were covered under the prior policy at the time your Employer's coverage under our policy became effective, we will provide continuity of coverage under our policy. In order for this provision to apply, the prior policy's coverage must be similar to our policy.

If you are not in active employment due to injury or sickness or leave of absence on the effective date of our policy, and you would otherwise be eligible to become insured under our policy, we will provide limited coverage under our policy. Coverage under this provision will begin on our policy effective date and will continue until the earliest of the following:
- The date you return to active employment.
- The end of any period of continuance or extension provided under the prior policy.
- The date coverage would otherwise end, according to the provisions of our policy.

Your coverage under this provision is subject to payment of premium.

Any benefits payable under this provision will be paid as if the prior policy had remained in force. We will reduce your payment by any amount for which the prior carrier is liable.

If coverage ends under this provision, or if you were not covered under your Employer's prior policy on the date that policy terminated, the WHEN COVERAGE BEGINS provision under our policy will apply.

CONTINUITY OF COVERAGE AND PRE-EXISTING CONDITIONS
We may pay benefits if your disability is caused by, contributed by or results from a pre-existing condition if both of the following are true:
- You were insured by the prior policy at the time your Employer changed insurance carriers to our policy.
- You have been continuously covered under our policy from the effective date of our policy through the date your disability began.
LONG TERM DISABILITY BENEFIT INFORMATION

In order to receive a payment, you must satisfy the pre-existing condition provision under either our policy or under the prior policy, if benefits would have been paid had that policy remained in force. If you satisfy the pre-existing condition provision of our policy, we will determine your payments according to our policy’s provisions.

If you do not satisfy the pre-existing condition provision of our policy, but you do satisfy the prior policy’s pre-existing condition provision, then both of the following apply:

- Your monthly payment will be the lesser of:
  - the monthly payment that would have been payable under the terms of the prior policy had it remained in force.
  - the monthly payment under our policy.

- Benefits will end on the earlier of:
  - the date benefits end under our policy, as described under the WHEN PAYMENTS END provision.
  - the date benefits would have ended under the prior policy if it had remained in force.

If you do not satisfy either our policy’s or the prior policy’s pre-existing condition provision, we will not make any payments.

We will require proof that you were insured under the prior policy. All other provisions of our policy will apply.

RECURRENT DISABILITY

If you have a recurrent disability, and after your prior disability ended, you returned to work for your Employer for 6 months or less, we will treat your disability as part of your prior claim and you do not have to complete another elimination period. Only one maximum period of payment will apply when your disability is considered part of your prior claim.

Your monthly payment will be based on your monthly earnings as of the date of your initial claim. Your disability, as outlined above, will be subject to the same terms of the policy as your prior claim.

Your disability will be treated as a new claim if either of the following is true:

- Your current disability is unrelated to your prior disability.
- After your prior disability ended, you returned to work for your Employer for more than 6 consecutive months.

The new claim will be subject to all of the provisions of the policy and you will be required to satisfy a new elimination period. A new maximum period of payment will apply.

If our policy terminates and you become eligible for coverage under any other group disability plan that replaces our policy, you will not be eligible for coverage under our policy.

VOCATIONAL REHABILITATION SERVICES

We have vocational rehabilitation services available to assist you in returning to work to the extent of your ability. We will review your disability claim to determine whether you are eligible for these services. In order to be eligible for vocational rehabilitation services and benefits, you must be medically able to participate in a return to work plan.

Your claim file will be reviewed by a vocational rehabilitation professional to determine if rehabilitation services might help you return to gainful employment. As your file is reviewed, medical and vocational information will be analyzed to determine an appropriate return to work plan.

We will make the final determination of your eligibility for these services.

If we determine that vocational rehabilitation services are appropriate, we will provide you with a written vocational rehabilitation plan developed specifically for you.

The vocational rehabilitation plan may include, but is not limited to the following services:

- Coordination with your Employer to assist you to return to work.
- Evaluation of adaptive equipment or job accommodations to allow you to work.
- Evaluation of possible workplace modifications which might allow you to return to work in your regular occupation or another job or occupation.
- Vocational evaluation to determine how your disability may impact your employment options.
- Job placement services, including resume preparation services and training in job-seeking skills.
LONG TERM DISABILITY BENEFIT INFORMATION

- Alternative treatment plans such as recommendations for support groups, physical therapy, occupational therapy or other treatment designed to enhance your ability to work.

**VOCATIONAL REHABILITATION BENEFIT**

If you are receiving monthly payments under the policy, and you are participating in a vocational rehabilitation plan, you may be eligible for an additional Vocational Rehabilitation Benefit. We will pay an additional benefit of 5% of your gross monthly payment to a maximum of $500 per month.

This benefit is not subject to policy provisions which would otherwise increase or reduce the benefit amount such as deductible sources of income. However, the Total Benefit Cap will apply.

Vocational Rehabilitation Benefits will end on the earliest of the following dates:
- The date we determine that you are no longer eligible to participate in a vocational rehabilitation plan.
- The date you are no longer participating in a vocational rehabilitation plan.
- Any other date on which monthly payments would stop in accordance with the policy.

**WORKPLACE MODIFICATION BENEFIT**

If you are disabled and are receiving a payment under the policy from us, a Workplace Modification Benefit may be payable to your Employer. Subject to the maximum amount below, we will reimburse your Employer for 100% of the reasonable costs your Employer incurs through modifications to the workplace to accommodate your return to work, and to assist you in remaining at work.

The amount we pay will not exceed the lesser of the following:
- Two times your last monthly payment.
- $2,000.

You must meet both of the following requirements:
- Be disabled according to the terms of the policy.
- Have the reasonable expectation of returning to active employment and remaining in active employment with the assistance of the proposed workplace modification.

Your Employer must give us a written proposal of the proposed workplace modification. This proposal must include all of the following:
- Input from the Employer, you and your doctor.
- The purpose of the proposed workplace modification.
- The expected completion date of the workplace modification.
- The cost of the workplace modification.

We will reimburse the costs of the workplace modification when all of the following are true:
- We approve the proposal in writing.
- We receive proof from your Employer that the workplace modification is complete.
- We receive proof of the costs incurred by your Employer for the workplace modification.

The Workplace Modification Benefit is available on a one-time basis for each insured person under the policy.

**SURVIVOR BENEFIT**

When we receive proof that you have died, we will pay your eligible survivor a lump sum benefit equal to three (3) times your gross monthly payment if, on the date of your death, both of the following are true:
- Your disability had continued for 180 or more consecutive days.
- You were receiving or were eligible to receive payments under the policy.

If you have no eligible survivors, payment will be made to your estate, unless there is none. In this case, no payment will be made.

However, we will first apply the Survivor Benefit to recover any overpayment that may exist on your claim.
CLAIM INFORMATION

NOTICE OF CLAIM
We encourage you to notify us of your claim as soon as possible so that a claim decision can be made in a timely manner. Written notice of claim should be given to us within 6 months after the date your disability begins. The notice may be given to us at our home office or to our authorized agent or administrator. Failure to give notice within this timeframe will not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give such notice within that time and the notice was given as soon as reasonably possible.

The claim form is available from the Policyholder or you can request a claim form from us. If you do not receive the form from us within 15 days of your request, send us written proof of claim without waiting for the form.

You must notify us immediately when you return to work in any capacity.

FILING A CLAIM
You and your Employer must fill out your own sections of the claim form and then give it to your attending doctor. Your doctor should fill out his or her section of the form and send it directly to us.

PROOF OF YOUR CLAIM
You must send us written proof of your claim no later than 90 days after your elimination period ends. Failure to give such proof within this timeframe will not invalidate or reduce any payable claim if it can be shown that it was not reasonably possible to give such proof within that time, and the proof was given as soon as reasonably possible. You must provide proof of claim no later than 1 year after the time proof is otherwise required, except in the absence of legal capacity.

Your proof of claim, provided at your expense, must show all of the following:
- That you are under the medical supervision of a doctor.
- The date your disability began.
- The cause of your disability.
- The appropriate documentation of your earnings and your activities.
- The extent of your disability, including restrictions and limitations preventing you from performing your regular occupation.
- The name and address of any hospital, health facility or institution where you received treatment, including all attending doctors.
- Documentation of prior disability coverage, if applicable.

In some cases, you will be required to give us authorization to obtain additional medical information, and to provide non-medical information as part of your proof of claim, or proof of continuing disability. We will deny your claim, or stop sending you payments, if the appropriate information is not submitted within 45 days of the request.

You must notify us immediately when you return to work in any capacity.

MAKING PAYMENTS
Once your claim has been approved, we will send you a payment at the end of each month for any period for which we are liable. Any balance remaining unpaid at the termination of a period of disability will be paid immediately upon receipt of your proof of claim.

OVERPAID CLAIMS
We have the right to recover any overpayments. In the absence of fraud, or unless you have agreed to make a refund to us for the overpayment of a claim, we may recover the overpayment within 6 months of the date we have actual knowledge of the overpayment.

If the overpayment is due to your receipt of deductible sources of income, the period in which we may recover the overpayment is extended to 12 months from the date we receive notice of a determination, adjustment or agreement regarding the amount payable for the deductible sources of income.

If an overpayment is due to an error, misstatement, misrepresentation, omission, or concealment, other than insurance fraud, the period in which we may recover the overpayment is extended to 24 months after payment of the claim.

You must reimburse us in full. We will determine the method by which the repayment is to be made. We will not recover more money than the amount we paid you. However, we reserve the right to
CLAIM INFORMATION

recover any prior or current overpayment from any past, current or new payable disability claim under the policy.