

YOUR GROUP MONTHLY DISABILITY INCOME INSURANCE PLAN

For Employees of

Bloomington Independent School District #271

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B-12579 (08-12)

**RELIASTAR LIFE INSURANCE COMPANY
Minneapolis, Minnesota 55440**

ReliaStar Life Insurance Company (ReliaStar Life) certifies that it has issued the Group Policy listed below to the Policyholder. All benefits are controlled by the terms and conditions of the Group Policy.

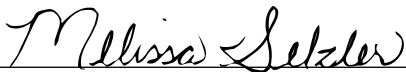
The Group Policy is on file in the Policyholder's office. You may look at the Group Policy there.

**Group Policy Number
65768-9DISABILITY**

**Policyholder
Bloomington Independent School District #271**

The certificate summarizes and explains the parts of the Group Policy which apply to you. This certificate is not an insurance policy. In any case of differences or errors, the Group Policy rules.

This certificate replaces any other certificates ReliaStar Life may have given you under the Group Policy.



Registrar

SCHEDULE OF BENEFITS

Disability Income Insurance – Monthly Income Benefits

Monthly Income Benefit Percentage 66.67%

Maximum Monthly Income Benefit

- Administrators and Principals \$10,000
- Teachers \$5,000
- All Other Employees \$5,556

The **Monthly Income Benefit** is calculated as follows:

Monthly Income Benefit (A divided by B) times C, minus Other Income.

A = your Basic Monthly Earnings minus Recovery Work Earnings.

B = your Basic Monthly Earnings.

C = your **Gross Monthly Benefit**, defined as follows:

- Take the Benefit Percentage and multiply by your Basic Monthly Earnings.
- Compare this result to the Maximum Monthly Income Benefit and take the lesser of the two amounts.

Other Income is described in the Disability Income Insurance section of the certificate.

Recovery Work Earnings is defined in the Definitions section of the certificate.

In no event will your Monthly Income Benefit plus Other Income be greater than your predisability Basic Monthly Earnings.

Basic Monthly Earnings – your monthly salary or wage on the day before the date you became disabled. It does not include bonuses, commissions or overtime pay. **Note:** For Hourly Custodial, Bus Drivers, Food Service and Health Service employees, basic monthly earnings includes shift differential and stipends.

Benefit Waiting Period

Your benefit waiting period is 90 days of disability.

At the end of the Benefit Waiting Period, you choose to either:

- bank your remaining sick leave and begin Monthly Income benefits, OR
- continue to receive sick leave pay until it is exhausted.

You may be required to exhaust all sick leave depending on the nature of illness.

You may not use 1/3 day sick leave while receiving 2/3 Monthly Income Benefits.

Maximum Benefit Period

Age at disability

- Less than age 61
- 61 but less than 62
- 62 but less than 63
- 63 but less than 64
- 64 but less than 65
- 65 but less than 66
- 66 but less than 67
- 67 but less than 68
- 68 but less than 69
- 69 and over

Maximum benefit period

- to age 65
- 48 months
- 42 months
- 36 months
- 30 months
- 24 months
- 21 months
- 18 months
- 15 months
- 12 months

EMPLOYEE'S INSURANCE

Eligibility

You are eligible on the later of the following dates:

- The Group Policy's Effective Date, July 1, 2010.
- The first day of the month on or after the date you start continuous service with the Policyholder.

You must meet the following conditions to become insured:

- Be eligible for the insurance.
- Be actively at work.

Effective Date of Employee's Insurance

Your insurance starts on the later of the following dates:

- The date you become eligible.
- The date you return to active work if you are not actively at work on the date insurance would otherwise start. **Exception:** Your insurance starts on a nonworking day if you were actively at work on your last scheduled working day before the nonworking day.

Continuity of Coverage

If you are not actively at work on the date insurance would otherwise start, ReliaStar Life will waive the actively at work requirement if both of the following are true:

- You are eligible for insurance except for meeting the actively at work requirement on the Group Policy's Effective Date.
- You were covered under the Policyholder's prior group disability income plan on the day before the Group Policy's Effective Date.

Your insurance is subject to payment of premium. Before you return to active work, the benefit amounts and limits will be the lesser of the following:

- The benefit amounts and limits of the prior group plan.
- The benefit amounts and limits under the Group Policy.

Your insurance will stop on the date benefits would have ended under the prior plan had it remained in force.

Effective Date of Change in Amount of Insurance

If there is an increase in the amount of your insurance, the increase will take effect on:

- The date of the increase, if you are actively at work on that date.
- The date you return to active work, if you are not actively at work on the date your insurance increases.
- The nonworking day on which the increase was effective, if you were actively at work on your last scheduled working day before the nonworking day.

A decrease in the amount of your insurance will take effect on the date of the decrease.

Termination of Insurance

Your insurance stops on the earliest of the following dates:

- The last day of the month you are no longer actively at work for the Policyholder. **Exception:** If your employment terminates at the end of the District specified required contract year, you shall remain eligible for coverage only through June 30th of that same calendar year.
- The last day of the month you are no longer eligible for insurance under the Group Policy.
- The date the Group Policy stops.

ReliaStar Life stops providing a specific benefit to you on the date that benefit is no longer provided under the Group Policy.

Family and Medical Leave Act of 1993

Certain employers are subject to the FMLA. If you have a leave from active work certified by your employer, then for purposes of eligibility and termination of coverage you will be considered to be actively at work. Your coverage will remain in force so long as you continue to meet the requirements as set forth in the FMLA.

DISABILITY INCOME INSURANCE

Monthly Income Benefits

Qualifying for Benefits

ReliaStar Life pays benefits if you become disabled and qualify to receive benefits. The benefit payable is based on the Schedule of Benefits in effect on the date you became disabled.

To qualify for benefits, all of the following conditions must be met:

You must –

- be insured on the date you become disabled and the condition causing your disability is not excluded from coverage.
- be insured on the date the benefit waiting period begins.
- send written notice of the disability as described in the Claim Procedures Section.
- be receiving regular and appropriate care and treatment.

Benefit Waiting Period

The benefit waiting period is the length of time you must be continuously disabled before you qualify to receive any benefits. **Exception:** You may return to work for up to 10 days during the benefit waiting period without having to begin a new benefit waiting period. The days you work and are not disabled do not count toward meeting the benefit waiting period.

The benefit waiting period begins on the first day you see a doctor and he or she states in writing that you are disabled because of sickness or accidental injury.

The benefit waiting period is shown on the Schedule of Benefits.

Benefit Payments

Monthly income benefits are paid at the end of each month for the period for which you qualified. If you are disabled for part of a month, the benefit payable is based on 1/30th of your monthly income benefit for each day you are disabled.

The monthly income benefits are determined as shown on the Schedule of Benefits. Benefits continue while you are disabled up to the maximum benefit period shown on the Schedule of Benefits. You must complete the benefit waiting period before any benefits are payable.

Other Income

Other Income is subtracted from the benefit you would otherwise receive, as shown on the Schedule of Benefits. Other Income includes any of the following:

- The amount you receive or are entitled to receive under:
 - Salary continuance benefits provided through your employer.
 - Paid Time Off benefits provided through your employer.
 - Sick leave benefits provided through your employer.
 - Unemployment benefits under any law or compulsory program.
- The amount you receive or are entitled to receive under:
 - Workers' Compensation benefits.
 - Occupational disease benefits.
 - Any similar act or law.
- The amount you receive or are entitled to receive as disability income payments under any:
 - Automobile liability insurance benefits.
 - Plan or arrangement of disability coverage, whether insured or not, resulting from your employment by or association with any employer, or resulting from your membership in or association with any group, association, union or other organization.
 - Group life or group accident insurance policy.
 - Individual insurance policy where the premium is wholly or partially paid by an employer or for which an employer makes payroll deductions.
- The amount of any judgments or settlements you receive as the result of the act or omission of a third party.
- The amount you and your dependents receive or are entitled to receive as disability payments because of your disability under:
 - The Federal Social Security Act.
 - The Canada Pension Plan.
 - The Quebec Pension Plan.

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- The Railroad Retirement Act.
- The Jones Act.
- State Disability benefits.
- Any similar act or plan.
- Other government disability income.
- The amount you receive as retirement payments or income your dependents receive as retirement payments because you are receiving retirement payments under:
 - The Federal Social Security Act.
 - The Canada Pension Plan.
 - The Quebec Pension Plan.
 - The Railroad Retirement Act.
 - The Jones Act.
 - Any similar act or plan.
 - Other government retirement income.

Other income includes the following benefits provided under an employer's retirement plan:

- Disability benefits.
- Retirement benefits attributable to employer contributions. These retirement benefits include only:
 - Early retirement benefits you are receiving that are voluntarily selected.
 - Retirement benefits that are unreduced by age for which you are eligible on the later of the following:
 - the date you reach age 62.
 - normal retirement age.

ReliaStar Life considers retirement benefits received before age 62, or if later, before normal retirement age, to be voluntarily elected until you provide written proof satisfactory to ReliaStar Life that you did not elect to receive benefits voluntarily.

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

Except for Other Income retirement benefits, Other Income includes only income which is payable for the same period of disability for which you are claiming benefits under the Group Policy.

ReliaStar Life considers you to be eligible to receive Other Income benefits whether or not you apply for them, until you send ReliaStar Life written proof that the benefits were denied or contested. When ReliaStar Life receives written proof that Other Income benefits were denied or contested, ReliaStar Life will pay benefits you are qualified to receive. However, if the denial of Other Income benefits is not final, you must pursue the Other Income benefits to the fullest extent possible.

Exceptions: Benefits will not be reduced by –

- retirement benefits attributable to employee contributions.
- retirement or disability benefits you receive from a past employer, if these benefits have been paid continuously to you for more than 2 years before you become eligible to receive benefits under the Group Policy.
- benefits paid by a group or franchise creditor disability plan.
- income received from a profit sharing plan, thrift plan, individual retirement account, tax sheltered annuity, stock ownership plan, or a non-qualified plan of deferred compensation.
- disability or retirement benefits which are received under an employer's retirement plan but are rolled over or transferred to any eligible retirement plan as defined by the Internal Revenue Code.
- Federal Social Security benefits if your disability begins after age 70 and you were receiving Social Security benefits while continuing to work.
- a cost of living increase to any other income benefit after the initial other income benefit becomes payable.

DISABILITY INCOME INSURANCE

Lump Sum Payments

Other Income you receive as a lump sum will be prorated into monthly amounts. The prorated amount will be subtracted from the benefit you would otherwise receive, until the total amount subtracted equals the lump sum payment. ReliaStar Life will determine the prorated amount using the first of the following methods that applies:

- Divide the Other Income lump sum into monthly amounts based on the amount of Other Income you were receiving from the same source prior to receiving the lump sum payment.
- Divide the Other Income lump sum into monthly amounts based on the monthly amount you could have received in lieu of the lump sum payment.
- Divide the Other Income lump sum into monthly amounts over the remaining maximum benefit period.

Overpayment

If ReliaStar Life pays you a larger benefit than you should have received, ReliaStar Life may recover any overpayments it made.

ReliaStar Life will recover from you the full amount of the overpayment through one or more of the following means:

- Require you to return the overpayment in one lump sum.
- Stop payment of benefits until the full overpayment is repaid.
- Require you to assign any Other Income to ReliaStar Life.

Waiver of Premium

ReliaStar Life waives your premium during any period for which benefits are payable. If ReliaStar Life waives your premium it is the Policyholder's responsibility to refund to you any contribution you may make after qualifying for benefits.

Termination of Benefits

ReliaStar Life stops paying benefits on the earliest of the following:

- The date you are no longer disabled.
- The end of the maximum benefit period for any one period of disability. The maximum benefit period is shown on the Schedule of Benefits.
- The date you no longer qualify for benefits under all the conditions listed.
- The date of your death.
- The date you fail to provide written proof of disability that ReliaStar Life determines to be satisfactory.
- The date you cease to be under regular and appropriate care of a doctor, or refuse to undergo an examination or testing by a doctor of ReliaStar Life's choosing.
- The date you refuse to undergo vocational or rehabilitation testing that ReliaStar Life requires.
- The date you refuse to receive medical treatment that is generally acknowledged by doctors to cure or improve your condition so as to reduce its disabling effect.
- The date you refuse to work with the assistance of modifications made to your work environment, functional job elements or work schedule, or adaptive equipment or devices, that a qualified doctor has indicated will accommodate the limiting factors of your sickness or accidental injury.

If the Group Policy or the Disability Income Insurance part of the Group Policy terminates after you qualify to receive benefits, ReliaStar Life continues your benefit payments. Benefits are paid as long as you continue to qualify according to the terms of the Group Policy in effect on the date you qualified.

Recurrent Disability

If you are receiving monthly income benefits, a recurrent disability is a disability due to the same cause which occurs after you have returned to full-time work for less than 6 months.

ReliaStar Life pays benefits for a recurrent disability which is a continuation of a previous disability.

A recurrent disability has –

- no additional benefit waiting period.
- the same maximum benefit period as the previous disability.

Benefits payable under this recurrent disability provision will stop if benefits are payable to you under any other group disability policy.

DISABILITY INCOME INSURANCE

Exclusions

ReliaStar Life will not pay benefits if your disability results from any of the following:

- Sickness or injury which occurs in any armed conflict, whether declared as war or not, involving any country or government.
- Sickness or injury which occurs while you are on military service for any country or government.
- Intentionally self-inflicted injury or illness, whether you are sane or insane.
- Injury which occurs when you commit or attempt to commit a felony.
- Injury which occurs while you are engaged in an illegal occupation.
- Injury suffered in a fight in which you are the aggressor.
- Sickness or injury due to cosmetic or reconstructive surgery, except for surgery necessary to correct a deformity caused by sickness or accidental injury.

ReliaStar Life will not pay benefits for the portion of any period of disability that you are confined in a penal or correctional institution as a result of conviction for a criminal or other public offense.

ReliaStar Life will not pay an additional benefit for disability caused by both sickness and accidental injury or by more than one sickness or accidental injury.

Pre-Existing Condition Exclusion

ReliaStar Life will not pay Monthly Income benefits if your disability is due to a pre-existing condition, and you became disabled during the first 12 months your insurance is in effect.

This pre-existing condition exclusion will not apply to a claim for disability incurred after 12 months from the effective date of your insurance.

Limitation for Mental Disorder, Alcoholism or Chemical Dependency

When disability is due to mental disorder, alcoholism, or chemical dependency, ReliaStar Life limits monthly income benefits to a maximum of 24 months while you are not hospital confined.

This maximum applies to any and all such periods of disability during your lifetime.

If at anytime during the 24 month period, you are hospital confined for the same disability, ReliaStar Life pays benefits for as long as you remain hospital confined, up to the maximum benefit period. After your release from the hospital, ReliaStar Life continues payment of benefits for any remaining portion of the 24 months for which you are qualified to receive non-hospitalized benefits.

Work Retention Assistance Services

You may receive this benefit if all of the following conditions are met:

- You have a sickness, accidental injury or functional impairment that you report to ReliaStar Life.
- ReliaStar Life determines that the sickness, accidental injury or functional impairment has the potential to result in your inability to perform the essential duties of your regular occupation.
- You have not yet become disabled.

If the conditions listed above are met, ReliaStar Life may provide vocational rehabilitation services and assistance that ReliaStar Life determines necessary and appropriate to minimize the effects of the reported sickness, accidental injury or functional impairment. ReliaStar Life may provide these services to assist you in your attempt to retain the ability to perform the essential duties of your regular occupation or of a reasonable employment option offered to you.

Vocational rehabilitation services may include payment of expenses for any of the following items in connection with an approved rehabilitation program:

- education.
- re-training.
- moving.
- relocation.
- unreimbursed medical care.
- accommodations.
- family care.

Examples of impairments or medical conditions for which ReliaStar Life may be able to provide services under this benefit include, but are not limited to the following:

- Diabetes with complications or other endocrine disorders.
- Vision or hearing loss.
- Arthritis or other degenerative or progressive musculoskeletal conditions.

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- Multiple Sclerosis and other progressive neurological disorders.
- Cancer and complications of cancer treatment.

Work Incentive Benefit

During the first 12 months of monthly income benefits, your monthly income benefit will not be reduced by any recovery work earnings until the gross monthly benefit plus your recovery work earnings exceeds 100% of your basic monthly earnings. Your monthly income benefit will then be reduced by that excess amount.

Recovery Services

To be eligible for this benefit, you must be receiving monthly income benefits.

ReliaStar Life may provide vocational rehabilitation assistance that ReliaStar Life determines to be appropriate for your disability. These services may include testing, training, counseling, job placement assistance, or any other services ReliaStar Life determines may assist you in preparing to resume gainful employment.

Following the end of the Work Incentive Benefit, and while you are participating in this rehabilitation plan, only 50% of your monthly recovery work earnings, if any, will be included in calculating your benefit.

The sum of your recovery work earnings and your gross monthly benefit may not exceed 100% of your indexed basic monthly earnings.

Rehabilitative Services Benefit

To be eligible for this benefit, you must be receiving monthly income benefits.

If ReliaStar Life and a doctor determine that you are eligible to participate in an approved rehabilitation program, ReliaStar Life will provide services necessary for the implementation of the program.

Rehabilitation services may include payment of expenses for any of the following items in connection with the rehabilitation program:

- education.
- re-training.
- moving.
- relocation.
- unreimbursed medical care.
- family care.

Once rehabilitation services have begun, you are expected to participate in the approved rehabilitation program to your fullest capacity, unless a medical reason prevents your participation. If you do not have a medical reason which prevents your participation, but you choose not to continue participation, your monthly income benefits may be reduced or terminated. If monthly income benefits terminate, your coverage under the Group Policy will stop. Reduced monthly income benefits are determined based on ReliaStar Life's estimate of your projected income if you were:

- Actually working in the occupation at which the rehabilitation program was directed; and
- Earning the income projected as a result of your meeting the goals of the rehabilitation program.

If your working at the projected income amount would have resulted in your monthly income benefits terminating, then your monthly income benefits will stop as of the expected completion date of the approved rehabilitation program.

ReliaStar Life reserves the right to determine the appropriate services provided, your eligibility for participation, and continuation of benefits and services under this benefit.

If the rehabilitation program is completed and your doctor has determined that you are medically able to return to work, but you are still not earning 50% or more of your indexed basic monthly earnings, ReliaStar Life may:

- Provide reasonable job placement services.
- Pay you a benefit equal to the amount of the monthly income benefit that would have been payable if you had remained disabled.

ReliaStar Life may provide this extended benefit up to the earlier of the following:

- Three months from the date you are no longer disabled.
- The date you are earning 50% or more of your indexed basic monthly earnings.

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Spouse Rehabilitative Services Benefit

You may be eligible for this benefit if both of the following are true:

- You are receiving monthly income benefits.
- ReliaStar Life determines that you are not functionally capable of completing any rehabilitation plan that would result in your being able to return to work.

ReliaStar Life may provide services necessary for a rehabilitation plan for your lawful spouse while you are disabled and eligible for benefits under the Group Policy if:

- You and your spouse request ReliaStar Life to do so.
- You are receiving disability benefits from a government social security plan, or would be receiving them except that you did not qualify for coverage under that social security plan.

You, your spouse, and ReliaStar Life must be in mutual agreement about the terms and conditions of the rehabilitation plan for your spouse. Your spouse's rehabilitation plan may include payment of expenses for any of the following items:

- Education.
- Job placement.
- Family relocation.
- New or additional family care expense incurred as a result of your spouse's involvement under the terms of this benefit, if you are functionally unable to provide such family care.

ReliaStar Life will reduce the amount of your monthly income benefit by 50% of any salary, wages, partnership or proprietorship draw, commissions, similar pay, or other compensation from any work that your spouse does as a result of participating in this rehabilitation plan.

If your spouse is working when this rehabilitation plan begins, ReliaStar Life will reduce your monthly income benefit by 50% of your spouse's increase in income that results from participating in this spouse rehabilitation plan.

ReliaStar Life reserves the right to determine the appropriate services provided, eligibility for participation and continuation of benefits and services under this benefit.

Worksite Modification Benefit

The Policyholder may be eligible for this worksite modification benefit to facilitate your return to work if both of the following are true:

- You are receiving monthly income benefits while participating in an approved rehabilitation program.
- You are able to return to work for the Policyholder if the Policyholder makes a modification to your worksite.

The Policyholder will be reimbursed for 50% of the actual and reasonable expenses paid for eligible worksite modifications to accommodate your return to work, up to a maximum reimbursement of \$1,000.

Eligible worksite modifications may include the following:

- Providing you with a more accessible parking space or entrance.
- Removing items from the worksite which represent barriers or hazards to you.
- Special seating, furniture or equipment for your work station.
- Providing special training materials or translation services during your training.
- Any other modifications that ReliaStar Life deems necessary to help you return to work for the Policyholder.

In order for this benefit to be payable, you must have a disability that results solely from your inability to perform your regular occupation at the Policyholder's worksite. You must also have the physical and mental abilities needed to perform your regular occupation or another occupation at the Policyholder's worksite, with the help of the proposed worksite modification.

A worksite modification may be proposed by either the Policyholder, you, your doctor, or by ReliaStar Life. A written proposal for worksite modifications must be developed with input from the Policyholder, you, or your doctor. The proposal must state the purpose of the proposed worksite modifications, the times, dates and costs of the modifications. Any proposal must be in writing and is subject to the approval of you, the Policyholder and ReliaStar Life prior to any benefit being paid.

ReliaStar Life will reimburse the Policyholder up to the limits stated above when all of the following are true:

- The Policyholder submits proof satisfactory to ReliaStar Life that –

DISABILITY INCOME INSURANCE

- the modifications have been made as approved, and
- the Policyholder has paid the person or organization that provided the modifications.
- You have returned to work at the Policyholder's worksite.

CLAIM PROCEDURES

Submitting a Claim

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

- include information to identify you, such as your name, address and Group Policy number.
- be sent to ReliaStar Life or to its authorized administrator.
- be sent within 20 days after the loss for which claim is based has occurred or as soon as reasonably possible.

Claim Forms

ReliaStar Life or its authorized administrator will send claim forms to you or to the Policyholder to forward. ReliaStar Life will send the forms within 15 days after ReliaStar Life receives notice of claim.

The completed claim forms must be returned to ReliaStar Life within 90 days of the loss. Even if you do not receive claim forms, written proof of loss must be sent to ReliaStar Life within 90 days after the loss or as soon as reasonably possible.

Written proof of loss includes details of how the loss occurred. ReliaStar Life may require further documentation to verify proof of loss.

Benefit Payments

Benefits under the Group Policy are paid when proof of loss is received.

Benefits are paid to you. Any monthly income benefit remaining unpaid at the time of your death will be paid to your survivors or your estate in the following order:

1. Your spouse.
2. Your children.
3. Your estate.

Time of Payment of Claims

Subject to due proof of loss, all accrued benefits payable under the Group Policy will be paid at the end of each month during the period for which ReliaStar Life is liable. Any balance remaining unpaid at the end of such period will be paid as soon as possible after receipt of written proof of loss.

GENERAL PROVISIONS

Free Choice of Doctor

You have the right to choose any doctor.

Assignment

You may not transfer to anyone else –

- ownership of any certificate issued under the Group Policy.
- Disability Income Insurance under the Group Policy.

Legal Action

Legal action may not be taken to receive benefits until 60 days after the date proof of loss is submitted according to the requirements of the Group Policy. Legal action must be taken within 3 years after the date proof of loss must be submitted.

If the Policyholder's state requires longer time limits, ReliaStar Life will comply with the state's time limits.

Exam

When reasonably necessary, ReliaStar Life may have you examined while you are claiming benefits. The exam will be conducted by one or more doctors or vocational experts of ReliaStar Life's choice. The exam may include vocational testing and evaluations, or any other type of testing and evaluations ReliaStar Life determines necessary. This right will only be exercised as often as ReliaStar Life reasonably believes necessary to properly evaluate your claim and your potential for rehabilitation. ReliaStar Life has the right to defer or suspend payment of benefits if you fail to attend an exam or fail to cooperate with the doctor. Benefits may be resumed, provided that the required exam occurs within a reasonable time and benefits are otherwise payable.

Reimbursement

If ReliaStar Life pays Disability Income benefits for sickness or accidental injury caused in whole or part by the act or omission of another, you must –

- reimburse ReliaStar Life for the benefits paid if you recover damages for lost income by settlement, court order, judgment or otherwise.
- provide ReliaStar Life with a lien and order directing reimbursement for benefits. The lien and order may be filed with –
 - the person whose act caused the sickness or accidental injury,
 - their agent,
 - the court, or
 - your attorney.
- cooperate with ReliaStar Life, including execution, completion, and filing of any document deemed by ReliaStar Life necessary to protect its reimbursement rights.

ReliaStar Life has a first priority claim against –

- amounts which are or may be subject to reimbursement.
- any person who is or may be obligated to pay damages for lost income. This includes any insurer of you.

ReliaStar Life will be reimbursed first before other claims against amounts recovered or recoverable from persons who are or may be obligated to pay damages for lost income. ReliaStar Life's reimbursement rights under this provision will be valid only if you are fully compensated for your loss.

Any reimbursement will be proportionately adjusted for the costs and legal fees you incur to recover from the third party.

ReliaStar Life will have the right to intervene in any suit or other proceedings to protect its reimbursement rights. Any settlement proceeds received by you or your attorney will be held in trust for ReliaStar Life's benefit. ReliaStar Life's rights herein are binding upon and enforceable against your legal representatives, heirs, next of kin, and successors in interest.

GENERAL PROVISIONS

Subrogation

If ReliaStar Life pays Disability Income benefits for sickness or accidental injury caused in whole or part by the act or omission of another, ReliaStar Life will have a right of subrogation against any person, any insurer, you or any insurer of you, should you receive, or have a right to receive, any damages or payments.

You will do nothing to prejudice ReliaStar Life's subrogation rights and will cooperate with ReliaStar Life to protect such rights. This includes –

- providing information.
- signing an agreement documenting ReliaStar Life's subrogation rights.
- taking other action ReliaStar Life requests. This includes execution, completion, and filing of any document deemed by ReliaStar Life necessary to protect its rights.

ReliaStar Life's subrogation rights and amounts recoverable or recovered pursuant to such rights are a first priority claim. ReliaStar Life's subrogation rights under this provision will be valid only if you are fully compensated for your loss.

At ReliaStar Life's option, action may be taken to preserve its subrogation rights. This includes –

- the right to bring any legal action in your name.
- seeking reimbursement out of any amount from any source recovered by you.

Any proceeds will be proportionately adjusted for the costs and legal fees you incur to recover from the third party.

Any settlement proceeds received by you, or your attorney will be held in trust for ReliaStar Life's benefit. ReliaStar Life will have the right to intervene in any suit or proceeding to protect its subrogation rights. ReliaStar Life's rights herein are binding upon and enforceable against your legal representatives, heirs, next of kin, and successors in interest.

Incontestability

Any statement you make to obtain insurance or an increase in insurance is a representation and not a warranty. No misrepresentation by you will be used to reduce or deny a claim or to deny the validity of your insurance or an increase in insurance unless all of the following are true:

- Your insurance or increase in insurance would not have been approved if the truth had been known.
- Your misrepresentation is contained in a written instrument signed by you.
- You or your beneficiary, if applicable, have been given a copy of the written instrument containing your misrepresentation.

After your insurance or increase in insurance under the Group Policy has been in effect for two continuous years during your lifetime, ReliaStar Life will not use a misrepresentation by you to reduce or deny a claim or to deny the validity of your insurance or increase in insurance unless it was a fraudulent misrepresentation made with an actual intent to deceive. However, ReliaStar Life has the right at any time to assert as a defense to a claim that you were not eligible for coverage or for the increase because you did not meet the requirements of the Group Policy. These requirements include, but are not limited to any requirements that you:

- Satisfy the eligibility requirements.
- Submit and have approved proof of good health.
- Meet the actively at work requirement.

DEFINITIONS

Accidental Injury – bodily injury resulting from a sudden, violent, unexpected and external event. ReliaStar Life considers all injuries received in one accident as one accidental injury. Infection resulting from a cut or wound caused by an accident is also an accidental injury.

Accidental injury does not include poisoning, disease or any other type of infection, except as stated above.

Active Work, Actively at Work – the employee is physically present at his or her customary place of employment with the intent and ability of working the scheduled hours and doing the normal duties of his or her job on that day.

Alcoholism – a disorder of psychological and/or physiological dependence or addiction to alcohol which results in functional (physical, cognitive, mental, affective, social or behavioral) impairment.

Approved Rehabilitation Program – a process of receiving medical, psychological or vocational services intended to restore you to a condition that allows you to perform your own occupation or any occupation which you are or could reasonably become qualified to do by education, training or experience. The program must have ReliaStar Life and doctor approval for your return to work.

Chemical Dependency – a disorder of psychological and/or physiological dependence or addiction to psychoactive drugs or medications which results in functional (physical, cognitive, mental, affective, social or behavioral) impairment.

Damages for Lost Income – any payments which in whole or part can reasonably be considered compensatory for lost income, regardless of designation.

Disability, Disabled – ReliaStar Life's determination that a change in your functional capacity to work due to accidental injury or sickness has caused the following:

- During the benefit waiting period and the following 24 months, your inability to perform the essential duties of your regular occupation and as a result you are unable to earn more than 80% of your indexed basic monthly earnings.
- After 24 months of benefits, your inability to perform the essential duties of any gainful occupation, and as a result you are unable to earn more than 60% of your indexed basic monthly earnings.

Economic factors such as, but not limited to, recession, job obsolescence, paycuts, and job sharing will not be considered in determining whether you meet the requirements stated above.

You will not be considered disabled solely because of the loss or restriction of your license to engage in your regular occupation.

Doctor – a medical practitioner of a healing art which is recognized by applicable state law, who meets all of the following conditions:

- He or she is practicing within the scope of his or her license.
- He or she is certified or credentialed by the appropriate medical or professional board that provides certification or credentialing for practitioners who perform the type of treatment or service the practitioner is providing for your sickness or injury.
- He or she possesses the necessary training and qualifications, according to generally accepted medical standards, to evaluate and treat your condition.

The term doctor does not include you, an employee of the Policyholder, anyone related to you by blood or marriage, or anyone living in your household.

Employee – an active employee residing in the United States who is employed by the Policyholder and is regularly scheduled to work–

- for Teachers– on contract for the full school year and a teaching assignment of .8 FTE or greater.
- for all other employees– on at least a 30-hour-per-week basis.

Such employees of companies and affiliates controlled by the Policyholder are included. Temporary and seasonal employees are excluded.

Essential Duties – duties which are normally required for the performance of an occupation as it is normally performed in the national economy and which cannot be reasonably omitted or modified. If you were normally required to perform essential duties in excess of 40 hours per week or 8 hours per day prior to becoming disabled, ReliaStar Life will consider you still able to perform the essential duties if you are working or have the capacity to perform such duties at least 40 hours weekly or 8 hours daily.

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Gainful Occupation – any occupation that your training, education, and experience would allow you to perform.

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

Hospital – an institution licensed as a hospital in the state in which it is located, which meets the following conditions:

- Provides, for a fee from its patients, diagnostic, medical, surgical, psychiatric or rehabilitative services for the care and treatment of people who are injured or sick.
- Has a staff of one or more doctors available at all times.
- Has 24-hour-a-day services of R.N.'s or other nursing services reporting to the doctor in charge.
- Has inpatient facilities.
- Is accredited by one of the following:
 - The Joint Commission on Accreditation of Healthcare Organizations (JCAHO).
 - American Osteopathic Hospital Association (AOHA).
 - American Osteopathic Association (AOA).
 - Commission on Accreditation of Rehabilitation Facilities (CARF).

Hospital is not an institution that is mainly a rest home, extended care facility or home for the aged.

Hospital Confined – admitted to and confined in a hospital on an inpatient basis for a period of 24 hours or more.

Indexed – in determining disability and eligibility for other benefits, your predisability basic monthly earnings are increased on the one-year anniversary of your first benefit and on each yearly anniversary thereafter. The amount of the increase will be the lesser of 10% or the increase in the All Item Consumer Price Index - Urban (CPI-U).

Maximum Capacity – the greatest extent of work you are able to do based on the limiting factors of your identified medical condition.

Mental Disorder – any sickness, disease or disorder for which both of the following are true:

- It is listed in the current edition of the Diagnostic and Statistical Manual of Mental Health Disorders (or any successor diagnostic manual) published by the American Psychiatric Association.
- It is standardly treated by a qualified provider using psychotherapy, psychotropic drugs, or other similar methods of treatment. A qualified provider means a duly licensed and/or certified professional who specializes in the diagnosis, treatment and prevention of mental disorders, alcoholism or chemical dependency.

A mental disorder includes any such condition whether or not related to an underlying physical, genetic, chemical, organic or biological cause, and even though it may be associated with physical symptoms, manifestations or expressions. Specific mental disorders would include, but are not limited to, bipolar disorders, depression and depressive disorders, stress disorders including post-traumatic stress disorders, somatoform disorders, factitious disorders and eating disorders. It does **not** include coma (unless as a consequence of substance abuse), Alzheimer's Disease, mental retardation or dementia with an objectifiable organic basis.

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

- Vacations.
- Personal holidays.
- Weekends and holidays.
- Approved nonmedical leave of absence.
- Paid Time Off for nonmedical-related absences.

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

- Medical leave of absence. Time off for a medical leave of absence will be considered a scheduled working day.
- Temporary layoff.
- The Policyholder suspending its operations, in part or total.
- Strike.

Period of Disability – a new period of disability begins if the new disability results from a cause or causes unrelated to that of any previous disability, separated by active work with the Policyholder. All periods of disability which have the same cause are considered one period of disability. **Exception:** A

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new period of disability begins when you become disabled due to the same cause after you have been actively at work on a full-time basis with the Policyholder continuously for at least 6 months.

Policyholder – Bloomington Independent School District #271

Pre-existing Condition – a sickness or accidental injury for which, during the 3 months immediately before the effective date of your insurance you did one or more of these:

- Received medical treatment, care, services or advice.
- Took prescribed drugs or had medications prescribed.
- Experienced related or resulting symptoms or aggravations which would be a reasonable cause for an ordinarily prudent person to seek diagnosis, care or treatment from a doctor or health care facility.

Reasonable Employment Option – an employment position for which you are able to perform the essential duties given your education, training and experience.

Recovery Work Earnings – is any of the following:

- Income you receive while working for the Policyholder.
- During the benefit waiting period and the following 24 months, the excess of income you receive while working for another employer above the average income you received from the Policyholder prior to becoming disabled.
- After 24 months of benefits, income ReliaStar Life estimates you would be able to earn working to your maximum capacity.

Regular and Appropriate Care – means:

- You personally visit a doctor as often as is medically required, according to generally accepted medical standards and consistent with the stated severity of your medical condition, to effectively manage and treat your sickness or injury.
- You are receiving care which conforms with generally accepted medical standards for treating your sickness or injury and is consistent with the stated severity of your medical condition.
- Care is rendered by a doctor whose specialty or experience is the most appropriate for your disability according to generally accepted medical standards.
- You are receiving or actively seeking appropriate physical or psychological rehabilitative services.

Regular Occupation – the activity which, immediately prior to disability, you were regularly performing and which was your source of income from the Policyholder. ReliaStar Life will assess this occupation as it is normally performed in the national economy, rather than how the duties and tasks are performed for a specific employer or at a specific location.

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

Sickness – any physical illness, mental disorder, normal pregnancy or complication of pregnancy.

Spouse – the legal husband or wife of an employee.

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

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

