

**YOUR  
GROUP  
DISABILITY INSURANCE  
PLAN**

For Employees of

**PERALTA COMMUNITY COLLEGE DISTRICT**

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**IF YOU HAVE A QUESTION ABOUT YOUR POLICY, IF YOU NEED ASSISTANCE WITH A PROBLEM, OR IF YOU HAVE QUESTIONS ABOUT A CLAIM, YOU MAY WRITE OR CALL US AT:**

**ReliaStar Life Insurance Company**

**P.O. Box 20**

**Minneapolis, Minnesota 55440**

**Telephone Number: (800) 955-7736**

**YOU WILL NEED TO PROVIDE YOUR POLICY NUMBER WITH ANY COMMUNICATION.**

**IF YOU DO NOT REACH A SATISFACTORY RESOLUTION AFTER HAVING DISCUSSIONS WITH US, OR OUR AGENT OR REPRESENTATIVE, OR BOTH, YOU MAY CONTACT THE FOLLOWING UNIT WITHIN THE DEPARTMENT OF INSURANCE THAT DEALS WITH CONSUMER AFFAIRS:**

**California Department of Insurance**

**Consumer Communications Bureau**

**300 South Spring Street, South Tower**

**Los Angeles, California 90013**

**Outside Los Angeles: 1-800-927-HELP (1-800-927-4357)**

**Los Angeles: (213) 897-8921**

B-12662 (12-10)

**RELIASTAR LIFE INSURANCE COMPANY  
OUTLINE OF COVERAGE**

This outline is only a summary of certain provisions in Your certificate. You must consult the policy and certificate for contract provisions regarding coverage.

**Disability Income Protection Coverage**

	<u>Section(s) of Certificate</u>
<b>BENEFITS .....</b>	<b>Schedule of Benefits Disability Income Insurance</b>
<b>EXCEPTIONS, REDUCTIONS AND LIMITATIONS .....</b>	<b>Schedule of Benefits Disability Income Insurance</b>
<b>ELIGIBILITY, TERMINATION AND CONTINUATION .....</b>	<b>Employee's Insurance Conversion Rights</b>

**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  
67094-4DISABILITY**

**Policyholder  
Peralta Community College District**

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 ..... 60%

Maximum Monthly Income Benefit ..... \$5,000

Minimum Monthly Income Benefit ..... The greater of \$100 or 10%  
of the Gross Monthly Benefit

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

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

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.

In no event will Your Monthly Income Benefit plus Other Income be greater than Your preDisability Basic Monthly Earnings.

#### Elimination Period

Your Elimination Period is the later of the following:

- The date Your benefits under any salary continuance or short term disability plan sponsored by the Policyholder terminate.
- The date Your accumulated sick leave days provided by the Policyholder are exhausted.
- 90 days of Disability.

#### Maximum Benefit Period

##### Age at Disability

- Less than 68
- 68 but less than 69
- 69 and over

##### Maximum Benefit Period

24 months  
to age 70  
12 months

#### Worksite Modification Benefit

Policyholder benefit ..... 50% of actual and reasonable expenses  
paid for eligible worksite modifications  
to accommodate Your return to work

Maximum benefit ..... \$1,000

#### Survivor Benefit

Lump sum benefit ..... 3 times Your Monthly Income Benefit

#### Dependent Care Benefit

Monthly benefit ..... actual amount of child care expenses incurred

Maximum benefit per child ..... \$350 per month

Maximum Benefit Period ..... 24 months

# EMPLOYEE'S INSURANCE

## Eligibility

You are eligible on the later of the following dates:

- The Group Policy's Effective Date, September 1, 2010.
- 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, any benefit will be limited to the amount that would have been paid under the prior plan. ReliaStar Life reduces the amount it pays by any amount for which the prior plan is liable. Your insurance will stop on the date benefits would have ended under the prior plan had it remained in force.

If You were Actively at Work and insured under the Group Policy on its Effective Date, and You were covered under the Policyholder's prior group disability income plan on the day before that date, then ReliaStar Life applies the Pre-existing Condition provision to your benefits as follows:

1. If You fully satisfy the Group Policy's Pre-existing Condition provision, then benefits are payable according to the terms of the Group Policy.
2. If You become Disabled due to a Pre-existing Condition before You have satisfied the Group Policy's Pre-existing Condition provision, ReliaStar Life will look at whether You would have satisfied the prior plan's pre-existing condition provision.
  - If the prior plan did not have a pre-existing condition provision, ReliaStar Life will credit the time You were covered under the prior plan toward the Group Policy's Pre-existing Condition provision.
  - If You fully satisfied the prior plan's pre-existing condition provision and would have been eligible for benefits under the prior plan, then ReliaStar Life will pay the lesser of the amount payable under the Group Policy or the amount that would have been payable under the prior plan. Benefits will stop on the earlier of the date benefits end under the Group Policy or would have ended under the prior plan.
  - If You did not fully satisfy the prior plan's pre-existing condition provision and would not have been eligible for benefits under the prior plan, then ReliaStar Life will credit any time You satisfied under the prior plan's pre-existing condition provision toward meeting the Group Policy's Pre-existing Condition provision.

On the Group Policy's Effective Date, if the maximum benefit is greater under the Group Policy than under the Policyholder's prior plan, then the Group Policy's Pre-existing Condition provision will apply to any increased benefit amount.

Please refer to the Exclusions in the Disability Income section of the certificate for more information on Pre-existing Conditions.

## EMPLOYEE'S INSURANCE

### **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 date You are no longer Actively at Work for the Policyholder.
- The date 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.

Termination of the Group Policy will not affect any claim for a Disability which begins before the date of termination.

### **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 Elimination Period begins.
- send notice of the Disability as described in the Claim Procedures section.

### Elimination Period

The Elimination 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 30 days during the Elimination Period without having to begin a new Elimination Period. The days You work and are not Disabled do not count toward meeting the Elimination Period.

The Elimination Period begins on the date of Disability according to the written proof of loss.

The Elimination 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 Elimination Period before any benefits are payable.

### Other Income Benefit Reductions

Other Income is subtracted from the benefit You would otherwise receive, as shown on the Schedule of Benefits.

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.

Other Income includes only the following retirement benefits:

- 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 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.

You are obligated to apply for all Other Income benefits that You may be entitled to receive. If You have not applied for those benefits or You have not pursued them with reasonable diligence, and if ReliaStar Life has a reasonable, good faith belief that You are entitled to Other Income benefits and a means of reasonably estimating the Other Income amount, then ReliaStar Life will estimate the amount of certain Other Income You would be entitled to receive and reduce Your benefit by that amount. See the definition of Other Income for the types of benefits that may be estimated. 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 them with reasonable diligence.



## DISABILITY INCOME INSURANCE

ReliaStar Life will not reduce benefits by a cost of living increase to any Other Income benefit after the initial Other Income benefit becomes payable.

### Minimum Monthly Income Benefit

If You receive Other Income, it will be subtracted from the benefit You would otherwise receive. However, after You qualify for Monthly Income Benefits, ReliaStar Life will pay You at least the minimum Monthly Income Benefit shown on the Schedule of Benefits.

### 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 provide You with a written accounting of the basis for overpayment.

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.

Any Minimum Monthly Income Benefit otherwise payable will not be paid until the overpayment is recovered.

### 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 unreasonably fail to provide written proof of continued Disability to ReliaStar Life.
- The date You cease to be under Regular and Appropriate Care of a Doctor, or unreasonably refuse to undergo an examination or testing by a Doctor of ReliaStar Life's choosing.

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 the Policyholder 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 Elimination Period.
- the same Maximum Benefit Period as the previous Disability.

## DISABILITY INCOME INSURANCE

Benefits payable under this Recurrent Disability provision will stop if benefits are payable to You under any other group disability policy or plan.

### 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 Sickness.
- Injury which occurs when You commit or attempt to commit a felony.
- Sickness or Injury due to cosmetic or reconstructive surgery, except for surgery necessary to correct a deformity caused by Sickness or 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 Injury or by more than one Sickness or 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.

### 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. **Exception:** This limitation does not apply to Chemical Dependency caused by a controlled substance administered on the advice of a Doctor.

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 or Injury that you report to ReliaStar Life.
- ReliaStar Life determines that the Sickness or Injury has the potential to result in Your inability to perform the Substantial and Material Acts of your Usual 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 or Injury. ReliaStar Life may provide these services to assist You in Your attempt to retain the ability to perform the Substantial and Material Acts of your Usual Occupation.

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.

Your receipt of these services is voluntary. If You choose not to receive services or assistance that may be recommended, it will not affect Your future eligibility for benefits.

## DISABILITY INCOME INSURANCE

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

### 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.

After 12 months of benefits, and while You are receiving these services, only 50% of Your monthly Recovery Work Earnings, if any, will be included in calculating Your benefit.

Your receipt of these services is voluntary. If You choose not to receive services or assistance that may be recommended, then 100% 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.

### 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.

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 Usual Occupation at the Policyholder's worksite. You must also have the physical and mental abilities needed to perform Your Usual 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 when all of the following are true:

- The Policyholder submits proof satisfactory to ReliaStar Life that –
  - 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.

# DISABILITY INCOME INSURANCE

## **Survivor Benefit**

ReliaStar Life pays this benefit if You die –

- while receiving Monthly Income Benefits, and
- before the end of the Maximum Benefit Period.

ReliaStar Life pays this benefit to Your lawful Spouse or Domestic Partner. If You do not have a Spouse or Domestic Partner, ReliaStar Life will pay the benefit in equal shares to Your eligible children, if any. If You do not have a Spouse or Domestic Partner or eligible children at the time of death, ReliaStar Life will not pay a Survivor Benefit.

An eligible child is Your child under age 19 or student dependent age 19 but less than 23. Child includes Your –

- natural or adopted child, who is dependent on You for support and maintenance.
- child who is placed in Your home for purposes of adoption.
- child who is primarily dependent on You for support and lives with You in a permanent parent-child relationship and who is Your stepchild, Domestic Partner's child, foster child, or a child for whom You are legal guardian.

## **Dependent Care Benefit**

You may be eligible to receive this benefit if all of the following are true:

- You are receiving Monthly Income Benefits.
- You are participating in an Approved Rehabilitation Program.
- You have a dependent child who requires child care due to Your participation in the Approved Rehabilitation Program.
- Child care for Your dependent child is provided by a licensed child care provider who is someone other than You, a relative, or anyone living in Your household.

This benefit will terminate on the earliest of the following:

- The date Your Monthly Income Benefit terminates.
- The date You are no longer participating in an Approved Rehabilitation Program.
- The date You no longer have a child who is a dependent child.
- The date You no longer incur child care expenses for Your dependent child.
- The date You have received this benefit for 24 months.

A dependent child is Your child under the age of 13 or Your handicapped dependent child. Child includes Your –

- natural or adopted child, who is dependent on You for support and maintenance.
- child who is placed in Your home for purposes of adoption.
- child who is primarily dependent on You for support and lives with You in a permanent parent-child relationship and who is Your stepchild, Domestic Partner's child, foster child, or a child for whom You are legal guardian.

Your handicapped dependent child is Your child who is physically handicapped or mentally retarded, who is not self-supporting, and who is dependent upon You for support. Proof of the handicap and dependent status must be provided to ReliaStar Life when a claim for this benefit is made. Before paying a benefit for this child, ReliaStar Life may require that a Doctor examine the child. ReliaStar Life will specify the Doctor and pay the fee for all exams it requires.

## CONVERSION RIGHTS

### **Disability Income Insurance (Not available to residents of CO, FL, IN, LA, MI, NY, OR, SD or WV)**

If Your Disability Income Insurance for Monthly Benefits stops under the Group Policy, You may have a conversion right. The conversion right allows You to obtain long-term disability income insurance without Proof of Good Health.

#### **Conditions for Conversion**

You may convert Your Disability Income Insurance for Monthly Income Benefits if coverage under the Group Policy terminates for any of the following reasons:

- You resign.
- You are terminated for cause.
- You are laid-off.
- You go on a leave of absence.

You do not have to supply medical evidence of Your insurability to convert Your insurance. You must have been insured for at least 12 consecutive months prior to Your insurance terminating under the Group Policy. The 12 months can be a combination of insurance under the Group Policy and a prior plan of group disability income coverage for monthly income benefits, whether insured or self-funded, sponsored by the Policyholder.

You must apply for conversion of Your insurance and pay the first premium within 31 days after termination of coverage under the Group Policy. If approved, Your conversion insurance coverage will become effective on the day after Your insurance ends under the Group Policy. The benefits and amounts of insurance under the conversion coverage may differ from those under the Group Policy. ReliaStar Life reserves the right to have Your conversion coverage issued by another insurance company.

You may **not** convert Your insurance under the Group Policy if Your insurance terminates for any of the following reasons:

- Termination of the Group Policy.
- The Group Policy is amended to exclude from coverage the class of Employees to which You belong.
- You no longer belong to a class eligible for coverage under the Group Policy.
- You retire.
- You fail to pay any contributions required for Your insurance.
- You are Disabled under the terms of the Group Policy.

If You become covered for long-term disability income benefits under another group plan within 31 days after termination of Your insurance under the Group Policy, You may not convert your insurance under the Group Policy.

## 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.

For periodic benefits payable under the Group Policy for continuing loss, the completed claim forms must be returned to ReliaStar Life within 90 days after the end of the period for which ReliaStar Life is liable for payment of benefits. For any other type of benefits payable under the Group Policy, 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 the time period specified above or as soon as reasonably possible, but in no event, except in the absence of Your legal capacity, will ReliaStar Life accept proof of loss submitted more than one year from the date proof of loss is otherwise required.

Written proof of loss includes details covering the occurrence, the character and the extent of the loss for which claim is made.

### 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 or Domestic Partner.
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 upon 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 of ReliaStar Life's choice and at ReliaStar Life's expense. This right will only be exercised as often as ReliaStar Life reasonably believes necessary to properly evaluate Your claim and Your potential for rehabilitation.

### **Incontestability**

Any statement You make to obtain 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 unless all of the following are true:

- Your insurance under the Group Policy has been in effect for less than two continuous years during Your lifetime.
- Your 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 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 unless it was a fraudulent misrepresentation made with an actual intent to deceive.

## DEFINITIONS

**Active Work, Actively at Work** – the Employee is physically present at his or her employer-authorized worksite in order to work the scheduled hours and do 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 Usual 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.

**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.

**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.

**Disability, Disabled** – Partial or Total Disability as defined below.

**Partial Disability, Partially Disabled** – You are working and are not Totally Disabled, but as a result of Your Sickness or Injury:

- During the Elimination Period and the following 12 months, You are unable to earn 80% or more of Your Indexed Basic Monthly Earnings working in Your Usual Occupation.
- After 12 months of benefits, You are unable to engage with reasonable continuity in any occupation in which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience, station in life, and physical and mental capacity.

**Total Disability, Totally Disabled** – as a result of Your Sickness or Injury:

- During the Elimination Period and the following 12 months, You are unable to perform with reasonable continuity the Substantial and Material Acts necessary to pursue Your Usual Occupation and You are not working in Your Usual Occupation.
- After 12 months of benefits, You are unable to engage with reasonable continuity in any occupation in which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience, station in life, and physical and mental capacity.

**Doctor** – a person licensed to practice medicine in the state in which treatment is received and providing treatment or advice in accordance with the license. State law may require consideration of professional services of a practitioner other than a medical doctor. If so, the term Doctor includes persons recognized as qualified to treat the Sickness or Injury for which claim is made by the state in which treatment is received.

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.

**Domestic Partner** – another adult with whom You meet either of the following requirements:

1. You have registered Your Domestic Partnership with the California Secretary of State. A copy of the certified registration form may be required as proof.
2. You have completed and signed the Policyholder's Affidavit of Domestic Partnership and filed it with the Policyholder attesting that –
  - Neither of You are married to anyone and You are the sole partners of each other,
  - You are both at least 18 years of age,
  - You are not related by blood closer than would bar marriage in Your State,
  - You are both mentally competent to consent to contract,
  - You share a common residence,
  - You have lived together continuously for at least 6 months,
  - You are in a committed and mutually exclusive relationship, and
  - You meet any other requirements listed in the Affidavit.

You must notify the Policyholder in writing if the Domestic Partner registration is terminated or if there is any change of circumstances attested to in the Affidavit within 30 days of such change.



## DEFINITIONS

**Elimination Period** – the length of time You must be continuously Disabled before You qualify to receive any benefits.

**Employee** – an active employee residing in the United States who is employed by the Policyholder and is regularly scheduled to work on at least a 16-hour-per-week basis. District Trustees who are elected board members, temporary employees, and seasonal employees are excluded.

**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 equal to the increase in the All Item Consumer Price Index - Urban (CPI-U).

**Injury** – physical damage to the body.

**Mental Disorder** – any Sickness 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.
- Treatment is provided by a qualified Doctor using psychotherapy, psychotropic drugs, or other similar methods of treatment.

**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.

**Other Income** – income and benefits that are deducted from the benefit You would otherwise receive under the Group Policy. Other Income includes any of the following:

- **Amounts paid to you as:**
  - Primary and dependent spouse and children disability benefits under the Social Security Act, Canada Pension Plan, Quebec Pension Plan, Railroad Retirement Act, or any similar plan or act.
  - Temporary disability benefits under a Workers' Compensation law.
  - Amounts received under any other occupational disease law or similar act (e.g. Longshore and Harbor Workers' Compensation Act).
  - Disability benefits under the Jones Act.

## DEFINITIONS

- Disability benefits under any state compulsory/statutory benefit law (e.g. state disability income benefits).
- Disability benefits under any government retirement system (e.g. CalPERS).
- Disability benefits under Your employer's retirement plan (e.g. private employer retirement plans).
- Third party liability payments by judgment, settlement or otherwise (less attorneys' fees).
- Retirement benefits under the Social Security Act, Canada Pension Plan, Quebec Pension Plan, Railroad Retirement Act, or any similar plan or act.
- Retirement benefits under Your employer's retirement plan (e.g. private employer retirement plans).  
**Exception:** Retirement benefits attributable to Employee contributions, and amounts rolled over or transferred to any eligible retirement plan as defined by the Internal Revenue Code.
- Sick pay.
- Amounts received by compromise or settlement of any claim for permitted offsets (less attorneys' fees).
- Salary continuation.
- Personal time off.
- Annual leave pay.
- **Estimated amounts, as described in the Disability Income Insurance section, that You are entitled to receive as:**
  - Primary and dependent spouse and children disability benefits under the Social Security Act, Canada Pension Plan, Quebec Pension Plan, Railroad Retirement Act, or any similar plan or act.
  - Disability benefits under the Jones Act.
  - Disability benefits under any state compulsory/statutory benefit law (e.g. state disability income benefits).

**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 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** – Peralta Community College District.

**Pre-existing Condition** –

- A diagnosed condition for which You received medical treatment, care or services or took prescribed medication in the 3 months immediately prior to the effective date of Your insurance under the Group Policy, OR
- You suffered from a physical or mental condition, whether diagnosed or undiagnosed, which was misrepresented or not disclosed in Your application,
  - for which You received a Doctor's advice or treatment within 3 months before the effective date of Your insurance under the Group Policy, or
  - which caused symptoms within 3 months before the effective date of Your insurance under the Group Policy, for which a prudent person would usually seek medical advice or treatment, AND
- The Disability caused or substantially contributed to by the condition begins in the first 12 months after the effective date of Your insurance under the Group Policy.

**Recovery Work Earnings** – is any of the following:

- For the first 12 months of benefits, the amount of income You receive while working for the Policyholder or for any other employer for whom You become employed after Your Disability begins that, when added to the benefit payable, exceeds 100% of Your Indexed Basic Monthly Earnings.
- After 12 months of benefits, the amount of income You receive while working for the Policyholder or for any other employer for whom You become employed after Your Disability begins. Your Basic Monthly Earnings are Indexed.

**Recurrent Disability** – Disability due to the same cause which occurs after You have returned to full-time work for the Policyholder. Refer to the Disability Income Insurance section for more information on Recurrent Disability.

## DEFINITIONS

**Regular and Appropriate Care –**

- You personally visit a Doctor as often as is medically required, according to generally accepted medical standards and consistent with the severity of Your medical condition, to effectively manage and treat Your Sickness or Injury.
- You are receiving a Doctor's care which conforms with generally accepted medical standards for treating Your Sickness or Injury and is consistent with the severity of Your medical condition.

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

**Sickness** – any physical illness, Mental Disorder, or complication of pregnancy. Under this Group Policy, Sickness also includes normal pregnancy.

**Spouse** – the lawful husband or wife of an Employee.

**Substantial and Material Acts** – acts that are normally required for the performance of Your Usual Occupation and cannot be reasonably omitted or modified.

**Usual Occupation** – any employment, business, trade or profession that involves the Substantial and Material Acts of the occupation You were regularly performing for the Policyholder immediately prior to Disability. Usual Occupation is not necessarily limited to the specific job You performed for the Policyholder.

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

**RELIASTAR LIFE INSURANCE COMPANY  
CERTIFICATE BOOKLET RIDER**

**Peralta Community College District  
67094-4DISABILITY**

**Applicable only to Class 2 and Class 3 Employees**

Class 2: Probationary or permanent academic Employees, non-instructional faculty, long term substitute Employees, and Employees assigned to a federally or state reimbursed program(s), provided the expenditure is funded by the federal or state agency.

Class 3: Probationary or permanent classified Employees.

Your certificate B-12662 has been changed as follows. Please insert this rider in Your certificate. This rider is subject to all of the terms of the Group Policy.

**I. SCHEDULE OF BENEFITS**

The provision "Maximum Benefit Period" is changed to read as follows:

**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 Your normal retirement age,\*  
but not less than 60 months  
to Your normal retirement age,\*  
but not less than 48 months  
to Your normal retirement age,\*  
but not less than 42 months  
to Your normal retirement age,\*  
but not less than 36 months  
to Your normal retirement age,\*  
but not less than 30 months  
24 months  
21 months  
18 months  
15 months  
12 months

\*Your normal retirement age is Your retirement age under the Social Security Act where retirement age depends on Your year of birth, as follows:

**Year of Birth**

Before 1938  
1938  
1939  
1940  
1941  
1942  
1943-1954  
1955  
1956  
1957  
1958  
1959  
After 1959

**Social Security Retirement Age**

65  
65 and 2 months  
65 and 4 months  
65 and 6 months  
65 and 8 months  
65 and 10 months  
66  
66 and 2 months  
66 and 4 months  
66 and 6 months  
66 and 8 months  
66 and 10 months  
67

## I. DEFINITIONS

The definitions "Partial Disability, Partially Disabled" and "Total Disability, Totally Disabled" are changed to read as follows:

**Partial Disability, Partially Disabled** – You are working and are not Totally Disabled, but as a result of Your Sickness or Injury:

- During the Elimination Period and the following 24 months, You are unable to earn 80% or more of Your Indexed Basic Monthly Earnings working in Your Usual Occupation.
- After 24 months of benefits, You are unable to engage with reasonable continuity in any occupation in which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience, station in life, and physical and mental capacity.

**Total Disability, Totally Disabled** – as a result of Your Sickness or Injury:

- During the Elimination Period and the following 24 months, You are unable to perform with reasonable continuity the Substantial and Material Acts necessary to pursue Your Usual Occupation and You are not working in Your Usual Occupation.
- After 24 months of benefits, You are unable to engage with reasonable continuity in any occupation in which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience, station in life, and physical and mental capacity.

## III. EFFECTIVE DATE

This Certificate Booklet Rider is effective for You on the latest of the following dates:

- September 1, 2010.
- The effective date of Your insurance.
- The date You return to Active Work if You are not Actively at Work on the date this Rider would otherwise start.



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Registrar

