

**YOUR GROUP  
SHORT-TERM  
DISABILITY INCOME  
PLAN**

For Employees of  
**DeKalb C.U.S.D 428**

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HC08GP

**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  
69899-7EVSTD**

**Policyholder  
DeKalb C.U.S.D 428**

The insurance included in this certificate applies to you only if you have elected and are insured for it.

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 – Weekly Income Benefits

### Choice of Option 1

Weekly Income Benefit Percentage .....	40%
Maximum Weekly Income Benefit.....	\$1,500
Minimum Weekly Income Benefit.....	\$15

### Choice of Option 2

Weekly Income Benefit Percentage .....	50%
Maximum Weekly Income Benefit.....	\$1,500
Minimum Weekly Income Benefit.....	\$15

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

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

A = your Basic Weekly Earnings minus Recovery Work Earnings.

B = your Basic Weekly Earnings.

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

- Take the Benefit Percentage and multiply by your Basic Weekly Earnings.
- Compare this result to the Maximum Weekly 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 Weekly Income Benefit plus Other Income be greater than your predisability Basic Weekly Earnings.

**Basic Weekly Earnings** – the basic salary or wage you received on the last day you worked for the Policyholder, before becoming disabled. It does not include bonuses, commission or overtime pay.

### Limited Benefit for a Pre-Existing Condition

If you become disabled during the first 365 days your insurance is effective, and your disability is due to a pre-existing condition, ReliaStar Life pays a limited benefit instead of a Weekly Income Benefit. This limited benefit equals 25% of the Gross Weekly Benefit. This limited benefit is payable for up to 6 weeks, or until benefits would otherwise terminate, whichever comes first.

### Benefit Waiting Period

- Disability caused by accidental injury..... 14 days
- Disability caused by sickness..... 14 days

**Maximum Benefit Period**..... 24 weeks

ReliaStar Life will only reduce the Weekly Income Benefit by Other Income to the extent the Weekly Income Benefit plus any Other Income would exceed 100% of your Basic Weekly Earnings.

# EMPLOYEE'S INSURANCE

## Eligibility

You are eligible on the first day of the month on or after the date you begin continuous service with the Policyholder.

You must meet the following conditions to become insured:

- Be eligible for the insurance.
- Be actively at work.
- Apply for the insurance, if you have to pay any part of the premium.

## Effective Date of Employee's Insurance

Your insurance starts on the latest of the following dates:

- The date you become eligible for insurance, if you apply for insurance on or before that date.
- The first day of the month that is on or next follows the date you apply, if you apply for insurance within 31 days after the date you become eligible for insurance.
- The Group Policy anniversary date following the date you apply, if you apply for insurance more than 31 days after the date you become eligible for insurance.
- The first day of the month that is on or next follows 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.

# EMPLOYEE'S INSURANCE

Please refer to the Schedule of Benefits of the certificate for more information on pre-existing conditions.

## **Effective Date of Change in Amount of Insurance**

Once your insurance begins, any increase to your insurance will take effect on the latest of the following:

- The date your salary increases when the increase to your insurance is due to salary and not an election, if you are actively at work.
- The Group Policy anniversary date following the date you elect an increase, if you are actively at work.
- The date you return to active work, if you are not actively at work on the date your insurance would otherwise increase. **Exception:** Your insurance increases on a nonworking day if you were actively at work on your last scheduled working day before the nonworking day.

## **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.
- The end of the period for which you paid premiums, if you do not make the next required premium contribution when due.

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.

## **Reinstatement**

ReliaStar Life will reinstate your insurance if you stop work and then return to work within 3 months. You will be eligible for insurance on the date you return to active work with the Policyholder.

# DISABILITY INCOME INSURANCE

## Weekly 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.
- have the length of your disability approved by the disability management program.

### Disability Management

The disability management program evaluates disability to approve the length of disability and establish a target date for return to work. Your doctor must call the number listed on your disability I.D. card to have the length of your disability approved. If your disability is expected to continue beyond the number of approved days, your doctor must call to have the extended period of disability approved. Benefits are not payable until approval is obtained. Benefits are not payable for non-approved days.

### 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 5 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

Weekly income benefits are paid at the end of each week for the period for which you qualified. If you are disabled for part of a week the benefit payable is based on 1/7 of your weekly income benefit for each day you are disabled.

The weekly 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 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.

## DISABILITY INCOME INSURANCE

- 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.
  - 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.

## DISABILITY INCOME INSURANCE

- 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.

### Minimum Weekly Income Benefit

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

### Lump Sum Payments

Other Income you receive as a lump sum will be prorated into weekly 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 weekly 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 weekly amounts based on the weekly amount you could have received in lieu of the lump sum payment.
- Divide the Other Income lump sum into weekly 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.

Any minimum weekly income benefit otherwise payable will not be paid until the overpayment is recovered.

### Waiver of Premium for Weekly Income Benefits

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.

## DISABILITY INCOME INSURANCE

- 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 weekly 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 10 working days. 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.

### **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 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.
- sickness or accidental injury for which you have or had a right to payment under a workers' compensation or similar law. This includes payment you would have been entitled to receive if the Policyholder had not declined to provide workers' compensation insurance as allowed by the Policyholder's state of domicile.
- sickness or accidental injury arising out of or in the course of work for pay, profit, or gain.

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.

# 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 within 30 days of receipt of due proof of loss. If due proof of loss is received and benefits are not paid within 30 days, ReliaStar Life will pay interest on the late payment at 9% per year accruing from the 30th day after receipt of due proof of loss until the date of payment.

Benefits are paid to you. Any weekly 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 week 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, even if the amounts are not enough to reimburse ReliaStar Life in full or compensate you in full for damages sustained.

ReliaStar Life has no obligation to pay attorney's fees or other legal fees to your attorney for recovery of amounts subject to reimbursement.

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. Such amounts will be reimbursed first even if all amounts recovered from whatever source are insufficient to compensate you in part or whole for all damages sustained.

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 settlement proceeds received by you, or your attorney will be held in trust for ReliaStar Life's benefit. ReliaStar Life has no obligation to pay any attorney or other legal fees to your attorney for any subrogation recovery received. 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.

### Complaints

Any complaints about a claim or benefit that may arise under the Group Policy should be sent to ReliaStar Life at the following address:

ReliaStar Life Insurance Company  
Box 20  
Minneapolis, Minnesota 55440

or

## **GENERAL PROVISIONS**

You can write to the Illinois Department of Insurance at the following address:

Illinois Department of Insurance  
320 W. Washington Street  
Springfield, Illinois 62767

## DEFINITIONS

**Accidental Injury** – bodily injury resulting from a sudden and unexpected 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. Infection resulting from accidental, involuntary or an unintentional ingestion of a contaminated substance 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.

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

**Disability, Disabled** – Weekly Income Benefits – ReliaStar Life's determination that a change in your functional capacity to work due to sickness or accidental injury has caused 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 weekly 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 on at least a 20-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.

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

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

**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.

## DEFINITIONS

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 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 10 working days.

**Policyholder** – DeKalb C.U.S.D 428

**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.
- The excess of income you receive while working for another employer above the average income you received from the Policyholder prior to becoming disabled.

**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.

