



DECORAH COMMUNITY SCHOOL DISTRICT  
DECORAH, IOWA

ALL ELIGIBLE FULL-TIME EMPLOYEES

*Certificate of  
Insurance*

**GROUP LONG TERM  
DISABILITY  
INSURANCE**

Administered by: National Insurance Services of WI, Inc.





SCHEDULE OF BENEFITS

FOR

ALL ELIGIBLE FULL-TIME EMPLOYEES

DECORAH COMMUNITY SCHOOL DISTRICT  
DECORAH, IOWA

Carrier Number: GN90341

Group Effective Date: July 1, 2007

Plan Monthly Benefit	Maximum Benefit Period		Elimination Period
60% of Monthly Earnings	<u>Age at Disablement</u> Less Than Age 60 Age 60 – 64  Age 65 – 67 Age 68 – 69 Age 70 – 71 Age 72 and Over  *following the end of the Elimination Period	<u>Duration of Benefits</u> To Age 65 The longer of Age 65 or 36 Months* 24 Months* 18 Months* 15 Months* 12 Months*	90 Consecutive Calendar Days

Maximum Annual Covered Salary: \$130,000.00

Maximum Monthly Benefit: \$6,500.00

Minimum Monthly Benefit: See Special Provisions Page

First Stage: See Special Provisions Page

SPECIAL PROVISIONS FOR ALL ELIGIBLE FULL-TIME EMPLOYEES OF DECORAH COMMUNITY SCHOOL DISTRICT:

Conversion:

If coverage under this Policy ends and the Insured Employee has been insured under the Policy for at least one year; then, without evidence of insurability, the benefits offered for conversion at that time will be available based upon the rates in effect for the conversion provision at that time. The Insured Employee must apply for the conversion provision within 31 days following the Insured Employee's termination of benefits under this Policy.

Employment Waiting Period:

First Day of Active Work

Minimum Hour Requirement For Active Service:

30 hours per week

Definition of Total Disability:

The First Stage is 36 Consecutive Months.

Furthermore, under 'PART III MONTHLY TOTAL DISABILITY BENEFIT' the fifth paragraph beginning with 'His or Her Own Occupation' is hereby deleted in its entirety and is replaced with:

“His or Her Own Occupation” means the Insured Employee's occupation as it is recognized in the general workplace. His or Her Own Occupation does not mean the specific job he or she is performing for a specific employer or at a specific location.’

Minimum Monthly Benefit:

The Minimum Monthly Benefit provision applies to Insured's who regularly work at least 30 hours per week. The Minimum Monthly Benefit is \$100.00.

Eligible Employees:

Eligible Employees are those full-time Employees in Active Status who are members of an Eligible Class described in the Employer's Joinder Agreement. “Full-time” means working at least the minimum number of hours shown in the Schedule of Benefits. Part-time and temporary employees are excluded.

The effective date of coverage for an Eligible Employee who is accepted for insurance in accordance with PART II shall be the day following expiration of the Employment Waiting Period, if any, for that Employee's Class. The Employment Waiting Period for each Eligible Class is shown in the Schedule of Benefits.

PAGE TWO OF THE SPECIAL PROVISIONS FOR ALL ELIGIBLE FULL-TIME EMPLOYEES OF DECORAH COMMUNITY SCHOOL DISTRICT:

Individual Termination:

Under 'PART IV INDIVIDUAL TERMINATIONS', part 'I.' is deleted in its entirety and is replaced with the following:

- I. The date he or she ceases to be Actively at Work on a regular workday because of a layoff or a general work stoppage resulting from a labor dispute,
- J. The date he or she is retired or pensioned.
- K. The date he or she ceases to have Active Status for any other reason. However, an Employee's Insurance may be continued (unless it ends under items A. through J. above) during the following periods while he or she is absent from Active work:
  1. During the Elimination Period by payment of any required premium;
  2. While Monthly Benefits are payable.
- L. For a Contract Day Employee who has not renewed his or her contract with the Participating Employer for the next school year, the earlier of the following:
  1. The date he or she becomes employed with another employer; or
  2. Expiration of the current contract year.'

Long-Term Care Insurance:

To the extent provided in this provision, an Insured Employee who is covered for "Group Long Term Disability Insurance" may be eligible to receive a Comprehensive Long-Term Care Insurance Policy without evidence of insurability. Benefits for this coverage will be as stated in the individual policy.

1. An Insured Employee will be eligible if:
  - a. He or she is Actively at Work on his or her retirement date; and
  - b. He or she is retiring by virtue of having satisfied the normal attained age or service requirement under the Employer's retirement plan.
2. An eligible Insured Employee, within 30 days of his or her retirement, will receive:
  - a. a Comprehensive Long-Term Care Insurance Policy;
  - b. an Outline of Coverage; and
  - c. a Long-Term Care Shopper's Guide.
3. The policy will be provided at no cost to the Insured Employee during the first 90 days following its effective date. Thereafter, the Insured Employee may continue his or her policy in force by paying required premiums when due.

This provision does not affect in any way an Insured Employee's "Group Long Term Disability Insurance" and resultant benefits under his or her "Group Long Term Disability Insurance."

Definitions: As used in this provision:

"Insured Employee" means the same as it is defined in the "Group Long Term Disability Insurance Policy".

"Comprehensive Long-Term Care Insurance Policy" means an individual contract of insurance that will be issued to an Insured Employee. Such policy provides reimbursement for services that are required by people who are functionally or cognitively disabled due to sickness, injury, illness or aging. These services may be provided in a variety of care settings, including an Insured Employee's home.

PAGE THREE OF THE SPECIAL PROVISIONS FOR ALL ELIGIBLE FULL-TIME EMPLOYEES OF DECORAH COMMUNITY SCHOOL DISTRICT:

Non-Consecutive Elimination Period:

If an Insured Employee has been Totally Disabled during the Elimination Period, then returns to Active Work and again becomes Totally Disabled from the same or a related cause while the Policy is in force, the Elimination Period will be affected as follows:

- If the Insured Employee's return to Active Work is for a total of 15 consecutive days or less, the Company will count the Elimination Period from the first day of the original period of Total Disability. The Elimination Period will be increased by the number of days of return to Active Work.
- If the Insured Employee's return to Active Work is for a total of 16 or more consecutive days, the Elimination Period will start over and apply to the new period of Total Disability.

Any part of a calendar day on which there has been a return to Active Work shall count as a whole day. Fractions of days shall not be added together for credit under this provision.

Other Specified Income:

Full Family Integration:

Paragraph 'h.' under the benefit entitled 'MONTHLY BENEFIT PROVISION' is hereby deleted in its entirety and replaced with: 'h. Any amount the Insured Employee, his or her dependents, or any other persons receives, or is eligible to receive, because of the Insured Employee's disability or retirement under Social Security, the Canada Pension Plan, the Quebec Pension Plan or any similar plan or act;'

General Freeze:

We will not count as Other Specified Income any automatic or other general cost of living increase in the amount of benefits payable by any of the sources described under the benefit entitled 'MONTHLY BENEFIT PROVISION' which occur after Monthly Benefits begin.

Rehabilitation:

Benefit page 'RR' shall apply. However, the section entitled 'REHABILITATION PROVISION' is hereby deleted in its entirety and replaced with:

***'Rehabilitation for the Insured***

The Insured may be eligible to receive vocational rehabilitation services. In order to be eligible for such services, the Insured must have the functional capability to successfully complete a rehabilitation plan.

Vocational rehabilitation services will include the preparation of a rehabilitation plan for the Insured with input from the Insured and the Insured's doctor. The Company, the Insured, and the Insured's doctor, or the Insured's Employer can begin the process of developing a rehabilitation plan. Vocational rehabilitation services may include, at the sole discretion of the Company, payment of the Insured's medical expense, education expense, moving expense, accommodation expense or family care expense.

While the Insured is participating with full cooperation in a rehabilitation plan, the Monthly Benefit will be increased by 10% of the Insured's monthly pay or \$1,000, whichever is less. During this period, the Monthly Benefit may exceed the Maximum Monthly Benefit as stated in the Schedule of Benefits.

PAGE FOUR OF THE SPECIAL PROVISIONS FOR ALL ELIGIBLE FULL-TIME EMPLOYEES OF DECORAH COMMUNITY SCHOOL DISTRICT:

Rehabilitation (Continued):

If the disability ends while the Insured is participating with full cooperation in a rehabilitation plan, and he or she is not able to find gainful work, the Company will:

- \* pay the Insured the amount of benefit, other than rehabilitation benefits, that would have been payable if the Insured had remained disabled until:
  - three months after the disability ends, or
  - the date the Insured is able to find gainful work, if earlier; and
- \* provide or pay for reasonable job placement services for a period of up to three months after the disability ends.

Failure to participate with full cooperation in the rehabilitation plan, without good cause, will result in the reduction or the termination of the Insured's long term disability insurance benefits. If benefits terminate, the Insured's long term disability coverage under the Policy will end. Reduction of benefits will be based on the Insured's projected income if the Insured had met the goals of the rehabilitation plan. Benefits will be figured as though the Insured was:

- \* Actually working in the occupation contemplated in the rehabilitation plan; and
- \* Earning the projected income amount.

If such work at the projected income amount would have resulted in the termination of the Insured's long term disability insurance benefits, the Insured's benefits will terminate as of the expected completion of the rehabilitation plan.

"Good Cause" means a medical reason preventing implementation of the rehabilitation plan.

The Company will make the final determination of any vocational rehabilitation services provided, of the Insured's eligibility for participation, and of any continued benefit payments.

***Rehabilitation for the Insured's Spouse***

The Insured and his or her spouse may ask to participate in a rehabilitation plan for the Insured's spouse while the Insured is disabled if:

- \* the Insured is receiving disability benefits from a social security plan, and
- \* the Insured's spouse's earnings in the six calendar months prior to the Insured's disability averaged less than 60% of the Insured's monthly pay.

The Company has the sole discretion to approve or deny the request. The terms and conditions of the rehabilitation plan must be mutually agreed to by the Insured, his or her spouse and the Company.

The rehabilitation plan for the Insured's spouse may include, at our discretion payment of the Insured's Spouses education expense, reasonable job placement expenses, and the family's moving expense, if any. It may also include the family care expense incurred by the Insured's Spouse, necessary in order for the Insured's Spouse to be retrained under the Rehabilitation Plan.

PAGE FIVE OF THE SPECIAL PROVISIONS FOR ALL ELIGIBLE FULL-TIME EMPLOYEES OF DECORAH COMMUNITY SCHOOL DISTRICT:

Rehabilitation (Continued):

The Monthly Benefit payable will be reduced by 50% of any salary, wages, partnership or proprietorship draw, commissions, or similar pay from and work the Insured's spouse does as a result of participating in the Insured's Spouse's rehabilitation plan. If the Insured's spouse is working when the rehabilitation plan begins, the Company will only reduce the benefit by 50% of the increase in income that results from participation in this rehabilitation plan.'

Length of Qualifying Period for Survivor's Benefit:

No Qualifying Period.

Partial Loss of Income:

The definition of Total Disability as stated under 'PART III MONTHLY TOTAL DISABILITY BENEFIT' of the Certificate of Insurance is changed to read as follows:

'The definition of Total Disability includes both Total and Partial Disability. An Insured Employee is Disabled if:

1. During the First Stage, he or she is unable, as a result of Sickness or Bodily Injury, to perform with reasonable continuity the material and substantial duties of His or Her Own Occupation. Thereafter, he or she is unable, as a result of Sickness or Bodily Injury, to perform the material and substantial duties of His or Her Own Occupation and any other occupation for which he or she is or becomes reasonably fitted by education, training, experience, age, and physical and mental capacity; or
2. While unable to perform the material and substantial duties of His or Her Own Occupation on a full-time basis, he or she is:
  - a) Performing some of the material and substantial duties of His or Her Own Occupation or any other occupation on a part-time or a full-time basis; and
  - b) Is earning less than 80% of the Indexed Pre-Disability Income.

Indexed Pre-Disability Income is defined as the Insured Employee's Monthly Earnings just before his or her Disability began, as adjusted upward on the first anniversary of Partial Disability payments and on each following anniversary. The amount of each adjustment will be 7.5%.

An Insured Employee may satisfy the Elimination Period by being Totally or Partially Disabled.

If the Insured Employee is Disabled as defined in 2. above:

1. For the First 12 months of benefit payments, we will pay the Plan Monthly Benefit as long as the total of:
  - a) any earnings received while working in any capacity; and
  - b) the Plan Monthly Benefit; and
  - c) any other benefits the Insured Employee receives from Other Specified Income;

does not exceed 100% of Monthly Earnings.

If these items do exceed 100% of Monthly Earnings, we will deduct this excess from the Plan Monthly Benefit.

PAGE SIX OF THE SPECIAL PROVISIONS FOR ALL ELIGIBLE FULL-TIME EMPLOYEES OF DECORAH COMMUNITY SCHOOL DISTRICT:

Partial Loss of Income (Continued):

2. After 12 months of benefit payments, each Insured Employee's Monthly Benefit will equal his or her Plan Monthly Benefit minus:
  - a) all Other Specified Income, and
  - b) 50% of any earnings received while working in any capacity.

This Partial Disability provision will cease to apply on the earliest of the following dates:

1. The day that the Insured Employee is able to perform all the material and substantial duties of His or Her Own Occupation on a full-time basis;
2. The day that the Insured Employee's monthly income from the employment described above equals or exceeds 80% of his or her Indexed Pre-Disability Income;
3. The day the Insured Employee retires;
4. The day the Insured Employee reaches the end of the Maximum Benefit Period;
5. The day the Insured Employee becomes eligible for benefits under any other group Long Term Disability plan; or
6. The day the Insured Employee is no longer Partially Disabled.

Family Care Expense means the amount the Insured Employee spends for care of a family member in order for the Insured Employee to work or be retrained under a rehabilitation plan. To qualify:

- the Insured Employee's family member must be under age 13, or be physically or mentally incapable of caring for him or herself;
- the Insured Employee's family member must be dependent on the Insured Employee for support and maintenance; and
- the person who cares for the Insured Employee's family member cannot be a relative.

Not more than \$350 per family member per month will be included. A pro-rated amount will apply to any period shorter than a month.'

Pregnancy:

Pregnancy, childbirth, and related medical conditions shall be regarded as Sickness and shall be subject to all the provisions of the Policy relating to Sickness. However, child rearing or lack of presentability shall not be considered to be a basis for Total Disability.

PAGE SEVEN OF THE SPECIAL PROVISIONS FOR ALL ELIGIBLE FULL-TIME EMPLOYEES OF DECORAH COMMUNITY SCHOOL DISTRICT:

*Mental & Emotional/Substance Abuse:*

Payment of Monthly Benefits is limited to a total of 24 months during an Insured Employee's entire lifetime for Total Disability caused or contributed by his or her alcoholism, drug abuse or addiction or use of any hallucinogen, or a mental or emotional disorder. However, if the Employee is confined as an in-patient to a Hospital for such condition, this 24 month limitation will not apply while he or she remains continuously confined.

However, if the Insured Employee is so confined at the end of that 24 month period, Benefit payments for Total Disability will go on for up to 60 days in a row after the confinement ends. If the Insured Employee becomes reconfined during the recovery period for at least 10 days in a row, Benefit payments will continue for the confinement and another recovery period of up to 60 more days. If the Insured Employee continues to be Totally Disability and become confined after the 24 month period and for at least 10 days in a row, Benefit payments will continue during the confinement.

*Medical Premium Expense Benefit:*

If Total Disability benefits are payable to an Insured under the Policy, the Company will pay the Medical Premium Expense Benefit, subject to the following provisions:

QUALIFICATIONS FOR COVERAGE

1. The Insured is insured under the Policy and has met the following requirements under its Disability provisions:
  - a. He or she has become, and continues to be, Totally Disabled;
  - b. Such Total Disability has extended for the longer of (i) 60 calendar days or (ii) the applicable Elimination Period; and
  - c. He or she has been, and continues to be, under Regular Medical Care during the period of Total Disability.
2. The Insured has also been insured under a group medical benefit plan, carried by the Participating Employer, until at least the day the Total Disability, described above, began.

AMOUNT OF BENEFIT

The amount of the Medical Premium Expense Benefit shall be equal to the lesser of:

- (i) The Insured's actual contribution toward the medical premium before his or her Total Disability began; or
- (ii) \$100.00

The amounts of coverage under the group medical benefit plan which the Company shall recognize shall not exceed those in force on the day before the start of Total Disability. The amount shall be as shown on the monthly billing for the Insured and shall include both the Participating Employer's and the Insured's contributions toward the premium. The Maximum Monthly Amount payable for an Insured under this Medical Premium Expense Benefit is \$100. This Benefit shall not be payable for any increase in premium cost or amounts of coverage occurring after the start of Total Disability.

For the purposes of this provision, "Medical Plan" means a program: (i) that provides medical benefits to a person and (ii) for which the Insured is eligible as of a result of employment with the Insured's Employer.

PAGE EIGHT OF THE SPECIAL PROVISIONS FOR ALL ELIGIBLE FULL-TIME EMPLOYEES OF DECORAH COMMUNITY SCHOOL DISTRICT:

Medical Premium Expense Benefit (Continued):

PAYMENT OF BENEFIT

For an Insured who meets the Qualifications for Coverage, payment shall be made as follows:

1. To establish proof of the premium amount incurred and paid, the Participating Employer must submit a copy of the group medical benefit plan's monthly billing as of the month the Total Disability began and evidence of the Insured's coverage under the plan. Such submissions must be made in a timely fashion, as required by the Company.
2. The Medical Premium Expense Benefit shall first become payable no sooner than the day the Elimination Period ends and Total Disability benefits become payable to the Insured under the Policy.
3. The Medical Premium Expense Benefit shall then be paid retroactively to the 31<sup>st</sup> day of Total Disability. This may result in payment of the benefit for a part of the Elimination Period.
4. In the event the Participating Employer pays all or part of the premium for the group medical benefit plan during a period of Total Disability, the entire Medical Premium Expense Benefit shall be paid to the Participating Employer for payment to the insurance company providing the group medical benefit plan. The Participating Employer is required to pay to the insurance company providing the group medical benefit plan any portion of the Medical Expense Premium Benefit attributable to the Insured Employee's premium contribution to the group medical benefit plan.

TERMINATION OF BENEFIT

The Medical Premium Expense Benefit shall terminate and payment under it shall stop on the earliest of the following dates:

1. The day the Insured's Total Disability benefits under the Policy end;
2. The day the Insured's insurance under the Policy ends;
3. The day the 36th monthly Medical Premium Expense Benefit payment has become payable.

Quality of Care Benefit:

The Insured Employee may be eligible for quality of care services while he or she is disabled. Quality of care services will be provided at our sole discretion. In providing quality of care services, we will help develop an Appropriate Medical Plan for the Insured.

Appropriate Medical Plan means either an appropriate plan to arrive at a more accurate or more supported diagnosis of an Insured Employee's medical condition(s), or an appropriate plan of treatment of an Insured Employee's medical condition(s), or both.

PAGE NINE OF THE SPECIAL PROVISIONS FOR ALL ELIGIBLE FULL-TIME EMPLOYEES OF DECORAH COMMUNITY SCHOOL DISTRICT:

Quality of Care Benefit (Continued):

As part of the Appropriate Medical Plan, we may:

- Arrange any necessary second medical opinions or specialty consultations;
- Recommend referral to therapeutic programs including, but not limited to, physical therapy, occupational therapy, speech therapy, exercise programs, mental health programs, pain clinic programs, and other medical rehabilitation programs;
- Identify durable medical equipment which might improve the Insured Employee's ability to function;
- Provide published medical materials for the Insured Employee or his or her Physician, and refer the Insured Employee to support groups for people with similar impairments;
- Negotiate discounts for the Insured Employee's benefit with providers of medical services, equipment, or prescription drugs;
- Help the Insured Employee identify third parties who may pay for needed therapeutic programs, equipment, or services; or
- Pay for reasonable costs the Insured Employee incurs to participate in the plan, in excess of amounts paid or payable by third parties (including any amounts receivable under a policy of medical coverage). We may pay for such costs if the Insured Employee would not otherwise be able to undertake the necessary therapeutic program or receive the services. We will consider, among other things, the likelihood that such programs or services will result in an overall lowering of benefits payable to the Insured Employee under the Plan.

If we find that an Appropriate Medical Plan for the Insured Employee's condition has not yet been developed for the Insured Employee, we will develop and endorse such a plan, with input from the Insured Employee and his or her Physician. If we find that the Insured Employee's Physician has devised an Appropriate Medical Plan for the Insured Employee, but the Insured Employee has not followed that plan consistently, we will endorse that plan. In making our decision to endorse a plan, we will rely on the currently published guidelines with respect to the Insured Employee's medical condition from nationally recognized authorities. If more than one Appropriate Medical Plan exists, the Insured Employee and his or her Physician may choose the one which is most appropriate.

The Insured Employee's Monthly Benefits and his or her coverage under the Plan will both end, without regard for any other provisions of the Plan, if:

- There is unreasonable failure on the part of the Insured Employee to undergo a scheduled examination for a second medical opinion or specialty consultation; or
- Once we have endorsed an Appropriate Medical Plan for the Insured Employee, he or she fails to comply with this plan without good cause. "Good cause" means a medical reason preventing implementation of the plan.

We will make the final determination of any quality of care services provided, of the Insured Employee's eligibility for participation, and of any continued benefit payments.

The Lafayette Life Insurance Company

HOME OFFICE: 1905 TEAL ROAD,  
LAFAYETTE, INDIANA 47905

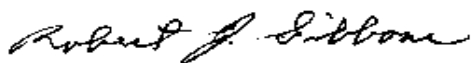
Certifies that it has issued the Group Policy shown below and that, subject to the terms of that Policy, the named Employee is insured for the benefits described in this Certificate. The initial coverage shown in the Schedule of Benefits is the coverage in effect on the Certificate Date if the Employee is in Active Status on that date; otherwise, upon his return to Active Status.

The Lafayette Life Insurance Company will also be called "we," "our(s)", "us" or "the Company."

Policyholder: TRUSTEE OF THE SCHOOLS INSURANCE FUND

This Certificate will in no way void any of the terms contained in the Group Insurance Policy. It replaces any and all Certificates and Certificate riders issued for the above named Employee under the Policy referred to herein.

Notice of Annual Meeting: The regular annual meeting of the members of this corporation shall be held at its principal place of business on the second Tuesday in March of each year at the hour of ten o'clock a.m. Elections for directors shall be held at such annual meeting.



Chairman of the Board, and  
Chief Executive Officer



Secretary

For Arizona residents: NOTICE: This certificate of Insurance may not provide all benefits and protection provided by law in Arizona. Please read this certificate carefully.

## **PART I**

### **GENERAL DEFINITIONS**

"Active Work" and "Actively at Work" mean performance of an Eligible Employee's usual duties of his or her job at his or her Employer's place of business, or any other place of business to which his or her Employer requires him or her to travel.

The Insurance will become effective as described in Part II only if the Eligible Employee is Actively at Work on the day his or her Insurance is due to be effective. If the Employee was not at work because of Sickness or Bodily Injury, his or her Insurance will not become effective until he or she returns to Active Work for one full day. Insurance will become effective on such non-working days as a regular day off, a holiday or a paid vacation day if the effective date would have fallen on that day and the Eligible

Employee was Actively at Work on his or her last regular work day before that date.

This Actively at Work requirement also applies on the effective date of any change of benefits or Policy provisions.

"Contract Day Employee" means an employee who agrees to work, and is paid on the basis of, a specified number of contract working days per school year. The number of such days is as set forth in the employing district's school calendar or as otherwise agreed to between the Employer and the Employee. Contract working days include, for example, school attendance days, in-service days, and certain paid legal holidays.

"Non-contract Day Employee" means an Insured Employee who is not a Contract Day Employee. A Non-contract Day Employee includes, for example, an Employee who is paid on an hourly, weekly, monthly, annual, or other periodic basis. He or she is not paid on the basis of contract working days as set forth in the Employer's district school calendar or as otherwise agreed to between the Employer and the Employee.

"Elimination Period" means the length of time an Insured Employee must be continuously Totally Disabled before Monthly Benefits become payable. Each Insured Employee's Elimination Period begins on the date he or she becomes Totally Disabled. The Elimination Period is shown in the Schedule of Benefits. No monthly Benefits are ever payable for the Elimination Period. The Insured Employee must be under Regular Medical Care during the Elimination Period.

"Employee" means a person who is currently working for the Participating Employer for wages.

"Insured Employee" means an Employee in an Eligible Class who is covered by the Insurance described in this Certificate.

"Employer" means the Participating Employer named in the Schedule of Benefits.

"Bodily Injury" means an injury to an Insured Employee's body caused, directly and independently of all other causes, by an accident.

"Sickness" means illness or disease causing Total Disability to the Insured Employee. Exclusions or limitations for certain classes of Sickness, if any, are described in the additional provisions to which they pertain.

"Regular Medical Care" means a planned program of observation and treatment by a Licensed Physician, as required by applicable medical standards.

"Licensed Physician" means any legally qualified practitioner, other than the Insured or a member of his or her immediate family, who is licensed by law to treat the Sickness or Bodily Injury causing the Total Disability.

"Insurance" means an Insured Employee's Long Term Disability Insurance under the Policy provided by the Participating Employer.

"Benefit Period" means the span of time for which Monthly Benefits are payable for any one continuous period of Total Disability, whether from one or more causes.

## **PART II**

### **BECOMING ELIGIBLE AND INSURED BECOMING ELIGIBLE**

Only an Employee may become Eligible under this Policy. Also, the Employee must:

1. Be Actively at Work for the Employment Waiting Period specified for his or her Eligible Class. The Eligible Classes and Employment Waiting Periods are stated in the Policy;
2. Be working for the number of hours stated in the Schedule of Benefits for his or her Eligible Class; and
3. Be a citizen or resident of the United States or Canada.

Employment Waiting Period means the span of time that the Employee must be Actively at Work for his or her Employer before his or her Insurance can become effective.

The Company may waive the Actively at Work requirement, at its own discretion and subject to submission of satisfactory Evidence of Insurability.

### **BECOMING INSURED**

Only an Eligible Employee may become an Insured Employee under this Policy, and must apply for Insurance and agree to make the required contributions to his or her Employer, if any, by signing a completed enrollment card within 31 days from the time his or her Employment Waiting Period ends.

If the Employee is required to make contributions to his or her Employer and if he or she applies for Insurance more than 31 days AFTER his or her Employment Waiting Period ends, certain other requirements pertain before the Employee becomes insured under the Policy. These are:

1. The Employee must provide us with Evidence of Insurability; and
2. We must find that the Evidence of Insurability is satisfactory and notify the Employee that he or she is approved for Insurance under the Policy.

Providing Evidence of Insurability means an Employee must:

1. Complete and sign a health and medical history form provided by us;
2. Sign our form authorizing us to obtain information about his or her health; and
3. Provide any additional information about his or her insurability that we may reasonably require.

All required information must be provided to us at the Employee's expense.

### **PART III**

#### **MONTHLY TOTAL DISABILITY BENEFIT**

SUBJECT TO ALL THE TERMS OF THE POLICY, we will pay the Monthly Benefit described in the Earnings Calculations and Monthly Benefit Provisions upon receipt of written proof, satisfactory to us, that an Employee has become Totally Disabled while Insured under the Policy, and is under Regular Medical Care. The Insured Employee must continue to be under Regular Medical Care during any period of Total Disability, including the Elimination Period.

Total Disability during the First Stage (His or Her Own Occupation)

The First Stage is a number of consecutive months and is shown in the Participating Employer's Schedule of Benefits. The First Stage begins on the day after the Elimination Period expires, for each period of Total Disability.

During the First Stage of each period of continuous disability, "Total Disability" means an Insured Employee's inability, as a result of Sickness or Bodily Injury, to perform with reasonable continuity the material and substantial duties of His or Her Own Occupation.

"His or Her Own Occupation" means the regular job held by the Insured Employee just before His or Her Total Disability began.

The Second Stage is a continuing period of Total Disability that has the same cause(s) of Total Disability as the First Stage. The Second Stage starts as soon as the First Stage expires. During the Second Stage, "Total Disability" means an

Insured Employee's inability, as a result of Sickness or Bodily Injury, to perform with reasonable continuity the material and substantial duties of His or Her Own Occupation and any other occupation for which he or she is or becomes reasonably fitted by education, training, experience, age, and physical and mental capacity.

If the Insured's duties as an Employee require him or her to hold a license, the loss of that license due to a health condition does not in itself constitute Total Disability.

Maximum Benefit Period is the longest Benefit Period allowable under the Policy, as shown in the Schedule of Benefits. An Insured Employee's Benefit Period begins at the end of the Elimination Period. During the Benefit Period, Monthly Benefits are paid at the end of each monthly period for which he or she qualifies for Monthly Benefits. Monthly Benefits will stop at the Insured Employee's death or at any time during the Benefit Period when he or she no longer qualifies for Monthly Benefits. Monthly Benefits will stop at the end of the Maximum Benefit Period EVEN if the Insured Employee is still Totally Disabled.

### **PART IV**

#### **INDIVIDUAL TERMINATIONS**

Each Employee's Insurance will end automatically on the earliest of the following dates:

- A. The date this Policy terminates;
- B. The date he or she ceases to be an Employee;
- C. The date he or she ceases to be a member of an Eligible Class;
- D. The date the Policy is amended so as to exclude his or her Eligible Class;
- E. The last day of the last period for which he or she made any required contribution for his or her Insurance;
- F. The date he or she becomes a full-time member of the Armed Forces of any country;
- G. The date his or her Employer is no longer a Participating Employer;
- H. The date he or she reaches the Employee Termination Age stated in the Schedule of Benefits;

I. The date he or she ceases to have Active Status for any other reason. However, an Employee's Insurance may be continued (unless it ends under items A. through H. above) during the following periods while he or she is absent from Active work:

1. During the Elimination Period by payment of any required premium;
2. While Monthly Benefits are payable; and
3. During a leave of absence for up to the Leave of Absence Period, if any, specified in the Plan approved by his or her Employer, by payment of any required premium. The Employee's leave of absence must be approved on the basis of a uniform non-discriminatory rule established and applied by his or her Employer and approved in writing by the Company, in advance.

## **PART V**

### **WAIVER OF PREMIUM**

While Monthly Benefits are payable to an Insured Employee we will continue his or her Insurance without payment of premiums while his or her Employer continues to be included under the Policy.

## **PART VI**

### **BECOMING INSURED AGAIN AFTER INSURANCE ENDS**

For the purpose of an Employee's becoming an Insured Employee again under the Policy after his or her Insurance ends, the following changes to the requirements stated in Part II will apply:

- A. If an Employee's Insurance ends through his or her own individual actions, including his or her failure to make any required premium contribution, he or she must submit Evidence of Insurability satisfactory to us before becoming an Insured Employee again.
- B. If, other than as described in A above, an Employee's Insurance ends (a) because he or she ceases to be an Employee in an Eligible Class, or because of a layoff or a general work stoppage resulting from a labor dispute; and (b) then he or she again becomes an Employee in an Eligible Class within 90 days after his or her Insurance ends, he or she will be entitled to be an Insured Employee again

at once. However, if he or she again becomes an Employee in an Eligible Class more than 90 days from the time his or her Insurance ended, he or she must reapply for Insurance on the same basis as a new Employee.

If an Employee's return to work is within the 90 day period, the Pre-existing Condition exclusion will only apply to any condition to which it applied at the start of his or her prior period of Insurance. If an Employee's return to work is after the 90 day period, the Pre-existing Condition exclusion will apply to any condition which is a Pre-existing Condition on the date he or she became Insured again.

An Insured Employee's right to receive Monthly Benefits for a period of CONTINUOUS Total Disability which begins while he or she is Insured under the Policy will not be affected by:

1. The termination of the Employee's Employer's inclusion under the Policy after the date the Employee becomes Totally Disabled unless he or she returns to Active Work after the date of such termination;
2. The termination of the Employee's own Insurance while his or her Participating Employer continues to be included under the Policy; or
3. Any amendment to the Policy that applies to the Employee's Employer that is effective after the date he or she becomes Totally Disabled.

A Contract Day Employee whose Insurance does not terminate before the expiration of the required working days in his or her contract for the current contract year shall be deemed to be Actively at Work until the first required working day of the next contract year.

## **PART VII**

### **EXCLUSIONS AND EXCEPTIONS TO INSURANCE**

1. War: Disability caused or contributed to by war or an act of war is not covered. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

2. **Military Service:** Military service in the armed forces of any state, province, country or international authority, except for the first 15 days of National Guard or Military Reserve duty, is not covered.
3. **Self-inflicted Injury:** Disability caused or contributed to by an intentionally self-inflicted Bodily Injury or by a self-inflicted Bodily Injury occurring while the Insured Employee is unable to form the intent to harm himself is not covered.
4. **Criminal Conduct:** Disability caused or contributed to by: (a) committing or attempting to commit a felony; (b) being engaged in an illegal occupation; or (c) active participation in a violent disorder or riot\* is not covered. Active participation does NOT include being at the scene of a violent disorder or riot in the performance of an Insured Employee's official duties. \*(c) Does not apply to Minnesota residents.
5. **Bodily Injury or Sickness** when the Insured Employee is not under Regular Medical Care.
6. Disability caused or contributed to by mental or emotional disorder, alcoholism, drug abuse or addiction or use of any hallucinogen is covered only if, and to the extent, provided for such conditions.
7. **Imprisonment:** No Monthly Benefits are payable for any period for which an Insured Employee is lawfully confined in a penal or correctional institution. (Does not apply to Minnesota residents.)

## **PART VIII**

### **CLAIM PROVISIONS**

#### **A. Payment of Benefits**

Monthly Benefits will be paid to the Insured Employee. Any Monthly Benefit remaining unpaid at the Insured Employee's death will be paid to the person or persons receiving the Survivor Benefit, if any. If no Survivor Benefit is paid, the unpaid Monthly Benefit will be paid to the Employee's estate or, at our discretion, we can pay benefits up to \$1,000.00 to someone else related to the Employee by blood or marriage whom we

consider to be entitled to the benefits. We shall be discharged to the extent of any such payment made in good faith.

#### **B. Time Limits for Filing a Claim**

The Insured Employee must claim Monthly Benefits within 120 days after the end of the Elimination Period or as soon after that as reasonably possible and, in any case, within one year after the end of that 120 day period. Claims not filed within these time limits will be denied and no Monthly Benefit will be paid. These limits will not apply during any period when the Insured Employee lacked the legal capacity to file a claim.

#### **C. Filing a Claim**

All claims for Monthly Benefits should be submitted on the Company's forms. The Insured Employee should obtain claim forms from his or her Employer. The Employee may also request claim forms from us. If the Employee is not provided with claim forms within 15 days of his or her request, he or she may submit his or her claim in a letter stating the occurrence, character, and extent of the event for which the claim is made.

#### **D. Proof of Loss**

Proof of each of the following elements of proof of loss must be provided to us at the Insured Employee's expense. No Monthly Benefits will be paid until we receive satisfactory written proof:

1. That Total Disability began while the Employee was insured under the Policy;
2. That the Employee was Totally Disabled throughout the Elimination Period and the period for which Monthly Benefits are claimed;
3. That the Employee's Total Disability results from a cause not excluded by the Policy;
4. That the Employee is under Regular Medical Care;
5. Of such additional information as we may reasonably require in connection with the Employee's claim for Monthly Benefits.

If the Insured Employee's claim is approved, no Benefits will be continued beyond the end of the period by the Provision attached for which we have been provided with satisfactory written proof of loss.

#### E. Documentation of Claim

The Insured Employee must submit the following documents at his or her expense:

1. A completed claim statement signed by the Insured Employee;
2. A completed claim statement signed by his or her Employer;
3. A completed claim statement signed by the Licensed Physician treating him or her;
4. The Employee's written authorization for us to obtain the records and information needed to determine his or her eligibility for Monthly Benefits; and
5. Any other documents that we may reasonably require.

We may require the Employee to submit additional documentation of the claim at his or her expense at reasonable intervals while receiving Monthly Benefits.

#### F. Investigation and Examination During the Claim

We have the right at any time to conduct an investigation of an Insured Employee's claim.

We have the right to have an Insured Employee examined at our expense at reasonable intervals while he or she is claiming Monthly Benefits. Any such examination will be conducted by one or more physicians or vocational specialists of our choice.

We have the right to defer or suspend payment of an Insured Employee's Monthly Benefits if he or she fails to attend an examination or fails to cooperate with the person conducting the examination. In such a case Monthly Benefits may be resumed, provided that the required examination occurs within a reasonable time and Monthly Benefits are otherwise payable.

#### G. Notice of Decision on Claim

The Insured Employee will receive a written decision on his or her claim within a reasonable period of time after we receive the claim.

If we deny all or part of the claim, the Employee will receive a written notice of denial containing:

1. The reason for denial;
2. Reference to the provisions of the Policy on which the denial is based;
3. A description of any additional information or documentation the Employee must submit to obtain benefits and an explanation of why such information or documentation is required;
4. A statement of the Employee's right to a review of the denial; and
5. A description of the review procedure.

#### H. Review Procedure

The Insured Employee has a right to a review of any denial by us of all or any part of his or her claim. To obtain a review, he or she should send a written request for review to us within 60 days after receiving notice of the denial. No special form is required.

As a part of the request for review, the Employee may submit issues and comments in writing and provide additional documentation in support of his or her claim.

We will review the Employee's claim promptly after receiving his or her request for review. He or she will receive written notice of our decision within 60 days after his or her request for review is received, or within 120 days if special circumstances require an extension. The written decision he or she receives will include the reasons for the decision and reference to the provisions of the Policy on which the decision is based.

The Insured Employee's duly authorized representative may act for him or her under this review procedure.

## **PART IX**

### **GENERAL PROVISIONS**

#### **ENTIRE CONTRACT- CHANGES**

The Policy, the application of the Policyholder, the Joinder Agreements of the Participating Employers and the enrollment and Evidence of Insurance forms, if any, of the Insured Employees constitute the entire contract between the parties. No change in this Policy is valid unless it is evidenced by an amendment signed by the Policyholder and by an executive officer of the Company or by an endorsement approved by an executive officer of the Company. No agent has authority to change this Policy or to waive any of its provisions.

For service information, contact  
National Insurance Services  
[(262) 785-9995]  
[Toll Free 1-800-627-3660]

For claim information, contact  
The Lafayette Life Insurance  
Company  
[Toll Free 1-866-654-2534]

#### **TIME LIMITS ON LEGAL ACTIONS AND CERTAIN DEFENSES**

No action at law or in equity may be brought to recover under the Policy until 60 days after written proof of loss has been provided to us. No such action may be brought more than three years after the time within which proof of loss is required to be furnished. Any statement the Employee makes to obtain Insurance will be a representation and not a warranty. No misstatement by an Employee will be used to reduce or deny any claim or to deny the validity of his or her Insurance unless:

- a. The Employee's Insurance would not have been approved except for his or her misstatement;

- b. The Employee's misstatement is contained in a written enrollment form or Evidence of Insurability form signed by him or her; and
- c. The Employee had been given a copy of the written document containing his or her misstatement.

After the Employee's Insurance has been in effect for two years:

- a. No misstatement by the Employee, except a fraudulent misstatement,\* will be used to reduce or deny his or her claim or to deny the validity of his or her Insurance and
- b. No claim for a Total Disability then starting will be denied solely because it was based on a Pre-existing Condition.

\*For Connecticut residents, fraudulent misstatement is as determined by a Court of competent jurisdiction.

#### **MISSTATEMENT OF AGE**

If an Insured Employee's age has been misstated, we will make an equitable adjustment of the benefits. The adjustment will be based on the amount of the Insured Employee's Insurance based on his or her correct age.

#### **PARTICIPATING EMPLOYER CONTRIBUTION**

The Participating Employer must contribute toward the cost of each Insured Employee's Insurance.

UNDERWRITTEN BY:

**LLI**  
1905 Teal Road  
Lafayette, Indiana 47905

INSERT PAGES

**CONTINUATION OF COVERAGE FROM PRIOR PLAN**

This Continuation of Coverage provision will apply to an Employee only if:

- a. On his or her Employer's Effective Date under this Policy, he or she was covered under the Prior Plan on the date it terminated, and either
- b. He or she is NOT covered under this Policy only because of his or her failure to meet the Actively at Work requirement, due to Sickness or Bodily Injury; or
- c. He or she is NOT fully insured under this Policy only because of a Pre-existing Condition under this Policy.

Prior Plan means the group long term disability held by the Employee's Employer on the day before his or her Employer's Effective Date under this Policy.

Continuation of Coverage means:

1. IF THE INSURED EMPLOYEE FAILS TO MEET THE ACTIVELY AT WORK REQUIREMENT and is Totally Disabled, then subject to his or her premium being paid, we will:
  - a. Pay the benefit that would have been paid under the Prior Plan; and
  - b. Deduct any benefit owed or paid to the Insured Employee under the Prior Plan.
2. IF THE INSURED EMPLOYEE HAS MET THE ACTIVELY AT WORK REQUIREMENT and BECOMES Totally Disabled by a Pre-existing Condition, the following applies:
  - a. If this Policy's Pre-existing Condition Exclusion DOES apply and the Prior Plan's pre-existing condition exclusion, if any, does NOT apply, we will pay the benefit that would have been paid under the Prior Plan. We will consider the total continuous time the Insured Employee was covered under the Prior Plan and this Policy to determine whether the time limit of the Prior Plan's Pre-existing Condition exclusion was satisfied.
  - b. If the Pre-existing Condition exclusions of this Policy and the Prior Plan BOTH apply to the claimed condition, we will pay NO benefits for that condition.

FORM LLICGTCHLTD - 0102-CCPP

## **DOCUMENTATION OF OTHER SPECIFIED INCOME**

If we reasonably believe that the Insured Employee is receiving, or is eligible to receive Other Specified Income we have the right to require written documentation, satisfactory to us:

1. That the Employee has made timely claim for the Other Specified Income:
2. That the Employee has properly pursued each claim; and
3. Of the amount of the Other Specified Income.

We will send the Insured Employee a written request for any required documentation. The Employee must provide such documentation within 60 days after the written request is mailed to him or her. OTHERWISE, we may elect to reduce the Insured Employees Monthly Benefits by the amount we reasonably believe he or she would be entitled to receive upon timely and proper pursuit of a claim for the Other Specified Income. This reduction may be made even though he or she has not actually received such Other Specified Income. We will make such reduction with respect to applicable Social Security benefits until (a) actually awarded, or; (b) if denied, until the Insured Employee receives notice of denial from the Administrative Law Judge.

When we receive the required documentation, we will refigure the amount of Monthly Benefits which were payable. If the Employee has been underpaid, we will pay the amount of the underpayment with interest at the current rate which would be paid if that amount had been left on deposit with us. If the Employee has been overpaid, we will notify him or her of the amount of the overpayment. He or she must pay us back the amount of any overpayment on a timely basis

We shall deem each Insured Employee: (1) covered under Social Security and a state teachers retirement fund or a state retirement fund, (2) required to apply for those benefits and/or any income benefit to which he or she may be entitled, (3) receives periodic cash payments under such programs in an amount equal to the amount the Insured Employee or his or her dependents would receive were they receiving such payments. If for any reason such Insured Employee is not eligible for Social Security, state teachers or state retirement benefits at time of notice of claim, he or she must give notice with evidence of ineligibility satisfactory to us.

Form LLICGTCHLTD - 0102-DS

## **EARNINGS CALCULATIONS - AB**

Before Monthly Earnings can be figured for an Insured Employee, his or her Yearly Salary must be calculated.

"Yearly Salary" means the base wage or earnings of the Insured Employee received from the Participating Employer. This is counted on an annual basis. It does not include overtime, bonuses or any plan of deferred or extra income. For Insured Employees paid on an hourly basis, no more than 40 hours in a week shall be counted.

For all classes of Employees, the Monthly Earnings shall be calculated by dividing the Insured Employee's Yearly Salary by 12.

Form LLICGTCHLTD - 0102-EAB

## MONTHLY BENEFIT PROVISION - B

Each insured Employee's Monthly Benefit equals his or her Plan Monthly Benefit minus all Other Specified Income, if any. Sources of Other Specified Income are as follows:

- a. Any earnings, including salary, wages, commissions or similar pay, the Insured Employee receives or is entitled to receive from work including earnings from his or her Employer, any other employer, or self-employment. NOTE: If we give written approval of the Insured Employee's work as Rehabilitative Employment then only part of his or her earnings from that work will be used to reduce his or her Monthly Benefit. See the Rehabilitation Provision.
- b. Any amount the Insured Employee receives or is eligible to receive under a Workers' Compensation Act or similar law, including amounts for partial or total disability whether permanent or temporary, except for medical benefits or attorney's fees awarded by the Workers' Compensation appeals board;
- c. Any amount the Insured Employee receives or is eligible to receive under a temporary disability or other statutory non-occupational disability law;
- d. Any amount the Insured Employee, his or her dependents or any other persons receives, or is eligible to receive, because of the Employee's disability, under a group insurance contract arranged, maintained, paid for (wholly or partly) or sponsored by his or her Employer;
- e. Any amount the Insured Employee, his or her dependents or any other persons receives, or is eligible to receive, because of the Employee's disability, under a group, franchise, association or wholesale policy. (This does not include credit or mortgage disability insurance);
- f. Any disability benefits the Insured Employee, his or her dependents or any other persons receives or is eligible to receive, because of the Employee's disability under any union or Employer sponsored health and welfare plan;
- g. Any disability benefits the Insured Employee, his or her dependents or any other persons receives or is eligible to receive, because of the Employee's disability under any No-fault Motor Vehicle Coverage. However, we will not count No-Fault Coverage as Other Specified Income if the No-Fault Motor Vehicle Coverage, because of its rules, figures its benefits after the benefits under the Policy are payable;
- h. Any amount the Insured Employee receives or is eligible to receive because of the Employee's disability or retirement under Social Security, the Canada Pension Plan, the Quebec Pension Plan or any similar plan or act;
- i. Any sick pay or other salary continuation paid or payable to Insured Employee because of his or her disability by his or her Employer, but not vacation pay;
- j. Any disability or retirement benefits the Insured Employee, his or her dependents or other persons receives or is eligible to receive because of the Employee's disability or retirement from any government plan not otherwise specified under this Part: and
- k. The following amounts from any disability or retirement program sponsored by the Insured Employee's Employer:

Any disability or retirement benefits the Insured Employee, his or her dependents or any other persons receives or is eligible to receive because of the Employee's disability or retirement, respectively, except for any amount which the program sponsor states in writing the Employee could have received without either being or remaining disabled (as applicable) or retiring under the program.

For Other Specified Income received by compromise settlement, lump sum settlement or other method as a result of a claim for any of the sources listed in this Part, we shall (a) divide the amount by the number of months in the span of time which was used in figuring the payment, and (b) deem the result as the monthly amount to be deducted in any month for which benefits are payable under the Policy.

Form LLICGTCHLTD - 0102-MBB

### **SICK LEAVE UTILIZATION - B**

The following benefit plan is available to Insured Employees as an alternative to receiving the standard Total Disability benefit under the Policy:

The Insured Employee may elect to receive either: (a) full Total Disability benefits under the Policy; or (b) Sick-Leave from the Participating Employer. If (b) is selected, then each full day of remaining Sick-Leave must be taken for each working day of Total Disability. Payment at the rate of the Minimum Benefit for Total Disability shall also be made while Sick-Leave is payable and the Minimum Benefit shall not be more than the Maximum Monthly Benefit for Total Disability.

Form LLICGTCHLTD - 0102-SB

## **RECURRENT DISABILITY**

Once Monthly Benefits become payable and while the Insured Employee's Employer continues to be a Participating Employer his or her temporary return to Active Work will have the following effect: For purposes of resuming Monthly Benefits, any two periods of Total Disability from the same cause or causes will be combined as one Benefit Period if they are separated by a recovery period of less than 180 days. Thus, a new Elimination Period will NOT be required, the Monthly Earnings used to figure his or her Monthly Benefit will NOT change, and the Maximum Benefit Period will be the balance of the Maximum Benefit Period remaining unused before his or her return to Active Work.

If the Insured Employee has received a Monthly Benefit under the Policy and returns to any Active Work for at least one full day, a new period of Total Disability shall be deemed to start if:

- a. there is a recurrence of Total Disability due to the same or related cause(s), and
- b. the recurrence starts more than six months from the end of the prior period, or
- c. there is an occurrence of Total Disability due to a new cause, and
- d. the Insured Employee's Insurance is still in force

A new period of Total Disability shall be subject to a new Elimination Period and a new Maximum Benefit Period.

## **REHABILITATION PROVISION**

Rehabilitative Employment means work done under a program of medically supervised rehabilitation that we approve in writing, as follows:

If an Insured Employee works for earnings during a period of Total Disability for which at least one Monthly Benefit was payable, we may approve, in writing, his or her work as Rehabilitative Employment, subject to our ongoing review.

Unless we have approved the Employee's work as Rehabilitative Employment, his or her entire earnings from such work will count as Other Specified Income. For work that we have approved as Rehabilitative Employment, we will count 50% of the earnings as Other Specified Income. This will apply whether the Insured Employee's taking the job was at his or her initiative or ours.

## **SURVIVOR'S BENEFIT**

The Schedule of Benefits will state the length of the Qualifying Period as a number of consecutive months of an Insured Employee's Total Disability for which any Disability Benefit was payable under the Policy.

If the Insured Employee dies after the Qualifying Period, the Company shall pay a lump sum to the Survivor. The Survivor's Benefit shall equal three times the amount of the last single full Monthly Benefit payable before the Employee's death.

Any Survivor's Benefit payable to a minor may be paid on that person's behalf to his or her legal guardian. If there is no such guardian, payment shall be made to the adult(s) who have, in the Company's opinion, assumed the minor's custody and support.

If no Survivor is living at the Insured Employee's death, this Benefit will be paid in accordance with the section Payment of Benefit in Part VIII Claims Provisions and Procedures for Monthly Benefits. Survivor means only the Insured's spouse, if living, otherwise the Insured Employee's unmarried children, if any, who are under age 21. If more than one child is to receive this Benefit, they shall share equally.

"Children" means the Employee's children or legally adopted children as well as step-children who are living with the Insured Employee in a parent-child relationship at the time of the Employee's death.

LLICGTCHLTD - 0102-SU

## **PRE-EXISTING CONDITIONS LIMITATION - E**

Pre-Existing condition means a Sickness or Bodily Injury for which an Insured Employee has had Medical Attention at any time during the 3 month period just before the effective date of his or her Insurance under the Policy.

There is no coverage for a disability caused or contributed to by a Pre-Existing Condition unless the disability begins on the earlier of the following dates:

- a. The day that the Insured Employee has gone 3 months in a row without Medical Attention for the Condition; or
- b. The day his or her Insurance has been in effect for at least 12 months in a row.

“Medical Attention” means, whether or not the Insured Employee’s condition has been accurately diagnosed:

- a. Consulting a Licensed Physician;
- b. Receiving or having a Licensed Physician’s recommendation for medical treatment, observation or services;
- c. Receiving diagnostic services or tests performed by, or at the direction of, a Licensed Physician; or
- d. Taking a prescribed drug or medicine.

Form LLICGTCHLTD - 0102-PXE

