

# Manhattan USD 383

## Disability Income Insurance Protection

Underwritten by:  
Reliance Standard Life Insurance Company ("the Company")  
Administered by:  
Bay Bridge Administrators, LLC

**ELIGIBILITY:** You are eligible for coverage under the Policy covering the School District ("the District") if you are an active, full-time employee of the District, who works a minimum of 17.5 hours per week. In addition, you must not be on full-time active duty in the armed forces.

**EFFECTIVE DATE:** Your insurance benefit that is less than or equal to the Guaranteed Issue Amount, indicated below, begins on the latest of: 1) the effective date of the District's plan, if you are eligible prior to such date; or (2) the first day of the month following the date you become eligible provided you have enrolled and the required premium has been paid. Any insurance benefit that is in excess of the Guaranteed Issue Amount will become effective on the first day of the month following the date the Company approves your request and the applicable evidence of insurability. If you are not actively-at-work, your coverage will be delayed until the date you return to being active work.

**EFFECT OF PRIOR COVERAGE:** If coverage under this Policy replaces the District's prior plan, you will be covered without regard to any actively-at-work or evidence of insurability requirement if: (1) you were validly covered under the prior plan on this Policy's effective date; and (2) the applicable premium is paid. If benefits under the Policy are subject to a pre-existing condition limitation, benefits will be the lesser of: (1) benefits under the Policy without application of the pre-existing conditions limitation; or (2) benefits of the prior plan.

**MONTHLY BENEFIT AMOUNT:** 66 2/3% of your Basic Monthly Earnings not to exceed \$7,500 per month rounded to the nearest \$100.

On the Policy anniversary your monthly benefit amount will be adjusted based on your salary information as provided by the Participating Employer. This annual adjustment will be without Evidence of Insurability and will not be subject to Pre-Existing Exclusions.

**Contribution:** 100% Employer Paid

**GUARANTEED ISSUE AMOUNTS:** Lesser of 66 2/3% of Basic Monthly Earnings or \$7,500  
Coverage Credit is given for prior coverage. (See Effect of Prior Coverage)

If you were participating in and insured by the Participating Employer's prior plan on the date immediately prior to the Participating Employer's Effective Date shown on the Policy Schedule and are Actively at Work on such date: All amounts that were in force under the Participating Employer's prior plan on the date immediately preceding the Participating Employer's Effective Date with Reliance Standard Life Insurance Company are guaranteed issue up to the maximum benefit amount available under this Policy.

**ELIMINATION PERIOD:** This is the period of consecutive days during which you must be Totally Disabled in order to qualify for benefits. The Elimination Period begins on the first day of Total Disability. Disability Income Benefits are not payable during the Elimination Period.

**Injury & Sickness:** 0 days or the end of the employee's accumulated sick leave whichever is greater

**MAXIMUM BENEFIT PERIOD:**

The Maximum Benefit Period is 26 weeks reduced by the elimination period you have elected.

**Pregnancy:** Pregnancy, childbirth and complications thereof will be considered "Sickness."

**IMPORTANT DEFINITIONS:** As used in this brochure, the following terms are defined as indicated:

**Total Disability or Totally Disabled** means that you are completely unable, due to Sickness or Injury or both, to perform the Primary and Essential Duties of your own occupation. To be considered Totally Disabled, the Insured may not in fact be engaged in any occupation for wage or profit other than in an approved vocational rehabilitation program. Total Disability will be deemed to exist only if determined and/or confirmed by a Doctor as a result of personal visits and/or attention, and the Insured is under Regular and Appropriate Medical Treatment and Care. Such Regular and Appropriate Medical Treatment and Care must be in accordance with prevailing medical standards. In no event will the loss of license or certification to practice one's profession, in and of itself, be construed to constitute Total Disability.

**Associated Disabilities** means successive periods of Total Disability due to related cause or causes provided that: (1) the periods of disability are separated by 6 months or less during which the Insured returns to Actively-At-Work status; and (2) the later period of disability follows a Total Disability for which benefits were paid under the Policy. Associated Disabilities do not include successive periods of Total Disability due to related causes that are separated by more than 6 months.

## **DISABILITY INCOME BENEFITS**

**WHEN BENEFITS ARE PAYABLE:** You will be paid a Disability Income Benefit when: (1) you become Totally Disabled while covered under the Policy; and (2) you are continuously Totally Disabled beyond the Elimination Period. Benefits will be paid for each complete month of continuous Total Disability following expiration of the Elimination Period until the earliest of the following dates: (1) the date you are no longer Totally Disabled. (2) the date benefits have been paid for the Maximum Benefit Period. (3) the date the District's coverage under the policy terminates. (See Extension of Disability Income Benefits.) (4) the date the you are working at any Gainful Occupation, other than in an approved vocational rehabilitation program, as described in the Policy. (5) the date you no longer receiving Regular and Appropriate Medical Treatment and Care. (6) the date you fail to follow an appropriate treatment plan prescribed by the attending Doctor and endorsed by the Company. (7) the date your medical or psychiatric provider fails to provide a specific return to work plan which is accepted by the Company. (8) the date you fail to report for or cooperate in submitting to medical examinations, consultations, or tests scheduled by the Company. (9) the date the Participating Employer's coverage under the policy terminates. For purposes of computing the Maximum Benefit Period, Associated Disabilities will be counted as one period of Total Disability. Any disability that begins more than 90 days after an Injury will be considered a Sickness for the purpose of determining benefits.

**PAYMENTS AND AMOUNTS:** The Insured's Disability Income Benefit is the Monthly Benefit Amount elected by the Insured and approved by the Company. The amount of the Disability Income Benefit for periods less than a month will be determined on a daily basis at the rate of 1/30th of the Monthly Benefit Amount for each day. The Company will not pay more than one Disability Income Benefit at the same time. For example, the Company will not be liable for disability due to Sickness when benefits are payable for disability due to Injury that occurred prior to the Sickness, nor for disability due to Injury when benefits are payable for disability due to Sickness that occurred prior to the Injury. If an Insured is entitled to benefits under the Policy, and an Insured is also entitled to Income From Other Sources, the Disability Income Benefit payable under the Policy will be reduced by the amount of the Income From Other Sources. In no event will the Disability Benefits under this Policy be reduced to less than 10% your gross monthly benefit. After the initial calculation of Income From Other Sources, we will not modify the calculation of Income From Other Sources by any cost of living increases. As used in this section, Income From Other Sources means the sum of the following: (1) the amount of disability or retirement benefits under the United States Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or any similar plan or act as follows: a) disability or unreduced retirement benefits for which: I. you are eligible and, if applicable, II. your spouse, child or children are eligible because of your disability, or III. your spouse, child or children are eligible because of your eligibility for unreduced retirement benefits; or b) reduced retirement benefits received by: I. you and, if applicable, II. your spouse, child or children because of your receipt of such benefits. (2) the amount of any disability income benefits that you are eligible to receive under: a) any other group insurance plan of the District; or b) any governmental retirement system as a result of your job with the District. (3) the amount of benefits you receive under the District's retirement plan as follows: a) any disability benefits. b) any retirement benefits. (4) the amount of any disability income benefits you are eligible to receive under any compulsory benefit act or law. (5) the amount of earnings you receive from any sick leave or formal salary continuation plan paid by the District. (6) the amount of earnings from any form of employment. (7) the amount you receive from any teacher's retirement association or public employees retirement association.

**OFFERS OF EMPLOYMENT:** If, during a period of time you are under a Doctor's Care in a program approved by the Company, the District, or any employer, offers you employment in a gainful occupation and you refuse to accept that employment, you will no longer be considered Totally Disabled and Disability Benefits will cease.

**ESTIMATION OF INCOME FROM OTHER SOURCES:** If you do not apply or reapply for and pursue a claim for Income From Other Sources through all of the administrative levels which the Company deems necessary and appropriate for any reason, the Company will estimate the Income From Other Sources that you or your dependents, if applicable, would receive, from the earliest date that you or your dependents would have been eligible to receive such benefits.

**DISABILITY INCOME EXCLUSIONS / LIMITATIONS:**

Disability Income Benefits are not payable under the Policy for any of the following or losses that result therefrom:

- (1) any period of disability during which you are not under the direct care and treatment of a Doctor.
- (2) attempted suicide or intentionally self-inflicted Injury, while sane or insane.
- (3) declared or undeclared act of war.
- (4) Injury sustained while committing or attempting to commit a felony, or misdemeanor.
- (5) Injury sustained during participation in a riot, insurrection or rebellion.
- (6) alcohol or drug disorders of any type, except to the extent shown in the Schedule.
- (7) Injury sustained while participating in a civil commotion, act of civil disobedience or unlawful assembly except while acting in a lawful manner within the scope of authority.
- (8) Injury sustained while participating in a contest (or sport) of speed, parachuting or hang gliding.
- (9) elective or cosmetic surgery, except when performed to repair damage to the natural body caused by a covered Sickness or Injury.
- (10) voluntary abortion, except where your life would otherwise be endangered.
- (11) active duty with any police or military organization.
- (12) Injury sustained while operating, riding in, or descending from any kind of aircraft, except when riding solely as a passenger on a licensed, commercial, non-military aircraft.
- (13) work-related Injury or Sickness, whether or not benefits are payable under Workers' Compensation or similar law.

**WHEN COVERAGE STOPS:** Your coverage will end on the earliest of the following dates: (1) the date that the Policy terminates. (2) any premium due date, if premium remains unpaid by the end of the grace period. (3) the premium due date coinciding with or next following the date the Insured ceases to be a member of an eligible class. (4) the date that the Insured terminates Actively-at-Work status for any reason other than Total Disability. An Insured who is no longer Actively-at-Work due to an authorized leave of absence may continue to be covered under the Policy until the earlier of: a. the date employment is formally terminated; or b. 12 months after the leave of absence began. (5) the premium due date coinciding with or next following the date the Participating Employer's coverage under the Policy terminates.

**Reliance Standard Life Insurance Company is rated "A" Excellent by A.M. Best Company, the oldest and most recognized insurance rating organization. The rating is an indication of the company's financial soundness and ability to meet obligations to its insureds.**

H:\fsohn\RSL BBA\Employer PD DI\Manhattan USD 383 REVISED STD 66 667% Benefit Employer Paid Quote Confirmation.doc