

YOUR GROUP  
LONG TERM DISABILITY  
INSURANCE  
PLAN

For Employees of  
**North American Division of  
Seventh-day Adventists**

# GROUP LONG TERM DISABILITY INCOME INSURANCE CERTIFICATE OF COVERAGE

RELIASTAR LIFE INSURANCE COMPANY  
20 Washington Avenue South  
Minneapolis, Minnesota 55401

fR5.40i41 gl4..4

**POLICYHOLDER:** North American Division of Seventh-day Adventists  
**GROUP POLICY NUMBER:** 67807-4LTD2011  
**POLICY EFFECTIVE DATE:** January 1, 2013  
**GOVERNING JURISDICTION:** Maryland

ReliaStar Life Insurance Company (ReliaStar Life) certifies that it has issued the group policy listed above to the **Policyholder**. The policy is available for **you** to review if **you** contact the **Policyholder** for more information. **This is your Certificate of Coverage as long as you are eligible for coverage and you become insured. Please read it carefully and keep it in a safe place.** This Certificate of Coverage replaces any other certificates ReliaStar Life may have given **you** under the policy.

The Certificate of Coverage summarizes and explains the parts of the policy which apply to **you**. The Certificate of Coverage is part of the group policy but by itself is not a policy. **Your** coverage may be changed under the terms and conditions of the policy.

The policy is delivered in and is governed by the **laws** of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security **Act** of 1974 (ERISA) and any amendments.

For purposes of effective dates and ending dates under the policy, all days begin at 12:01 a.m. standard time at the **Policyholder's** address and end at 12:00 midnight standard time at the **Policyholder's** address.

**The policy does not replace or affect any requirements for coverage by any Workers' Compensation or state disability insurance. The policy covers disabilities due to an occupational sickness or injury.**

  
Registrar

**TABLE OF CONTENTS**

COVER PAGE ..... 1

BENEFITS AT A GLANCE ..... 3

DEFINITIONS ..... 5

GENERAL PROVISIONS ..... 8

LONG TERM DISABILITY BENEFIT INFORMATION ..... 10

CLAIM INFORMATION ..... 18

## BENEFITS AT A GLANCE

The Long Term Disability policy provides benefits to replace a portion of **your** income while **you** are disabled. The amount **you** receive is based on the amount **you** earned before **your** disability began, subject to all policy provisions.

### **ELIGIBLE CLASS(ES)**

All **employees** in **active employment** with the **Employer** in the United States.

**You** must be an **employee** of the **Employer** and in an eligible class.

Temporary and seasonal workers are excluded from coverage.

### **MINIMUM HOURS REQUIREMENT**

30 hours per week for Southeastern California Conference, La Sierra Academy, Loma Linda Academy, and Loma Linda University **employees** or 35 hours per week for all other **employees**.

### **WAITING PERIOD**

For persons in an eligible class on or before the policy effective date: None

For persons entering an eligible class after the policy effective date: None

### **CREDIT PRIOR SERVICE**

**We** will apply any prior period of work with **your Employer**

# BENEFITS AT A GLANCE

## MAXIMUM PERIOD OF PAYMENT

For a disability which begins before **you** reach age 60, the **maximum period of payment** will be until the Social Security Normal Retirement Age (SSNRA) as shown in the following table:

Before 1938 .....	65 years
1938 .....	65 years and 2 months
1939 .....	65 years and 4 months
1940 .....	65 years and 6 months
1941 .....	65 years and 8 months
1942 .....	65 years and 10 months
1943-1954 .....	66 years
1955 .....	66 years and 2 months
1956 .....	66 years and 4 months
1957 .....	66 years and 6 months
1958 .....	66 years and 8 months
1959 .....	66 years and 10 months

## DEFINITIONS

**ACTIVE EMPLOYMENT** means **you** are working for **your Employer** for earnings that are paid regularly and that **you** are performing the **material and substantial duties** of **your regular occupation**. **You** must be working at least the minimum number of hours as described under the MINIMUM HOURS REQUIREMENT in the BENEFITS AT A GLANCE.

To be in **active employment**, **your** work site must be one of the following:

- **Your Employer's** usual place of business.
- An alternative work site at the direction of **your Employer**, including **your** home.
- A location to which **your** job requires **you** to travel.

On any day of absence permitted under **your Employer's** Human Resource policy, **you** will meet the **active employment** requirement if **you** are not disabled and **you** were in **active employment** on the last preceding working day before the day of absence.

Temporary and seasonal workers are excluded from coverage.

**APPROPRIATE CARE** means that all of the following are true:

- **You** visit a **doctor** as frequently as medically required according to standard medical practice to effectively treat and manage **your** disabling condition(s).
- **You** receive care or treatment appropriate for the disabling condition(s), conforming with standard medical practice, by a **doctor** whose specialty or experience is appropriate for the disabling condition(s) according to standard medical practice.
- **You** have the obligation to minimize **your** disabling condition including having corrective treatment or minor surgery.

**CONTEST** means that, if **we** determine **you** made a material misrepresentation in **your** application for coverage under the policy, **we** notify **you** in writing that such coverage was therefore never effective. This is subject to the CONTESTABILITY provision.

**DEDUCTIBLE SOURCES OF INCOME** means income from other sources as listed in the certificate which **you** receive or are eligible to receive while **you** are disabled. This income will be subtracted from **your gross monthly payment**.

**DISABILITY EARNINGS** means the earnings which **you** receive while **you** are disabled and working, plus the earnings **you** could receive if **you** were working to **your maximum capacity**.

**DOCTOR** means a person performing tasks that are within the limits of his or her medical license, and also meets one of the following requirements:

- Is licensed to practice medicine and prescribe and administer drugs or to perform surgery.
- Has a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients.
- Is a legally qualified medical practitioner according to the **laws** and regulations of the jurisdiction where treatment occurred.

**We** will not recognize **you** or **your** family members, including but not limited to: spouse, domestic partner, children, parents, including in-laws, or siblings, including in-laws, a business or professional partner, or any person who has a financial affiliation or business interest with **you** as a **doctor** for a claim that **you** send to **us**.

**ELIGIBLE SURVIVOR** means **your** spouse, if living; otherwise, **your** children under age 26.

**EMPLOYEE** means a person who is a citizen or legal resident of the United States in full-time **active employment** with the **Employer** in the United States.

**EMPLOYER** means the **Policyholder** and includes any division, subsidiary or affiliated company named in the policy.

**ENROLLMENT FORM** means the application **you** complete and submit to **us** to apply for coverage under the policy.

**EVIDENCE OF INSURABILITY** means a statement of **your** medical history that **we** will use to determine if **you** are approved for coverage.

**EVIDENCE OF INSURABILITY FORM** means the supplement to the **enrollment form** that **you** complete and submit to **us** that contains a statement of **your** medical history. Only the **evidence of insurability form** provided by **us** will be accepted. Completion of the **evidence of insurability form** is at **your** own expense.

## DEFINITIONS

**FAMILY MEMBER** means an individual who can be claimed as a dependent by **you** for federal income tax purposes.

**GAINFUL OCCUPATION** means an occupation that is or can be expected to provide **you** with an income of the lesser of **your gross monthly payment** or \$9,000 per month within 12 months of **your** return to work.

**GRACE PERIOD** means the 30 day period following the premium due date during which premium payment for the policy may be made by the **Policyholder**.

**GROSS MONTHLY PAYMENT** means **your** benefit before any reduction for **deductible sources of income** and **disability earnings**.

**HOSPITAL, HEALTH FACILITY or INSTITUTION**

## DEFINITIONS

**MONTHLY EARNINGS** means **your** gross monthly income from **your Employer** as stated in the BENEFITS AT A GLANCE.

**MONTHLY PAYMENT** means **your** benefit after any **deductible sources of income** and **disability earnings** have been subtracted from **your gross monthly payment**.

**OCCUPATIONAL SICKNESS OR INJURY** means a **sickness** or **injury** that was caused by or aggravated by any employment for pay or profit.

**PART-TIME BASIS** means the ability to work and earn from 20% through 80% of **your**



# GENERAL PROVISIONS

## CERTIFICATE OF COVERAGE

This Certificate of Coverage is a written statement prepared by **us** and may include riders, endorsements and/or amendments. It tells **you**:

- The coverage to which **you** may be entitled.
- To whom **we** will make a payment.
- The limitations, exclusions and requirements that apply within the policy.

## ELIGIBILITY DATE

If **you** are working for **your Employer** in an eligible class, the date **you** are eligible for coverage is the later of the following:

- The policy effective date.
- The day after **you** complete **your** waiting period.

## WHEN COVERAGE BEGINS

When the **Policyholder your Employer** pays 100% of the cost of **your** coverage under the policy, **you** will be covered at 12:01 a.m. standard time at the **Policyholder's** address on the date **you** are eligible for coverage.

In order for **your** coverage to begin, **you** must be in **active employment**. **Your** coverage is subject to payment of premium.

## CHANGES TO YOUR COVERAGE

Once **your** coverage begins, any increased or additional coverage will take effect immediately if **you** are in **active employment**. or if **you** are on a covered **leave of absence**. If **you** are not in **active employment** due to **injury** or **sickness**, any increased or additional coverage will begin on the date **you** return to **active employment**.

Any decrease in coverage will take effect immediately but will not affect a **payable claim** that occurs prior to the decrease.

## LEAVE OF ABSENCE AFTER YOUR COVERAGE BEGINS

If **you** are on a **leave of absence**, and if premium is paid, **your** coverage may be continued beyond the date **you** are no longer in **active employment**, limited to the time periods described below.

If **you** are on a **leave of absence** as described under the Family and Medical Leave **Act** of 1993 ("FMLA") or applicable state family and medical leave **law** ("State FML"), and **your Employer's** Human Resource Policy provides for continuation of disability coverage during an FMLA or State FML **leave of absence**, **your** coverage will be continued until the end of the later of:

- The leave period permitted by the federal Family and Medical Leave **Act** of 1993 and any amendments.
- The leave period permitted by applicable state **law**.

If **you** are on a **leave of absence** other than an FMLA or State FML **leave of absence**, and if premium is paid, **your** coverage will be continued through the end of the month that immediately follows the month in which **your leave of absence** begins.

If **you** are on a **leave of absence** for active military service as described under the Uniformed Services Employment and Reemployment Rights **Act** of 1994 (USERRA) and applicable state **law**, **your** coverage may be continued until the end of the later of:

- The length of time the coverage may be continued under the Certificate of Coverage for an FMLA or State FML **leave of absence**.
- The length of time the coverage may be continued under the Certificate of Coverage for a **leave of absence** other than an FMLA or State FML **leave of absence**.

If **your Employer** has approved more than one type of **leave of absence** for **you** during any one period that **you** are not in **active employment**, **we** will consider such leaves to be concurrent for the purpose of determining how long **your** coverage may continue under the policy.

If **your** coverage is not continued during an FMLA or State FML **leave of absence**, and **you** return to **active employment** immediately following the end of **your** FMLA or State FML **leave of absence**, **your** coverage will be reinstated. **We** will not apply a new **waiting period**, or require **evidence of insurability**, or apply a new **pre-existing condition** limitation.

## GENERAL PROVISIONS

If **your** coverage is not continued during a **leave of absence** for active military service, and **you** return to **active employment**, **your** coverage may be reinstated in accordance with USERRA and applicable state **law**.

In no event will **your** coverage under the policy be continued beyond the date **your** coverage would otherwise end according to the terms of the WHEN YOUR COVERAGE ENDS provision.

### WHEN YOUR COVERAGE ENDS

**Your** coverage under the policy ends on the earliest of the following dates:

- The date the policy is canceled.
- The date **you** are no longer in an eligible class.
- The date **your** eligible class is no longer covered.
- The end of the **Policyholder's grace period**, if the **Policyholder** does not remit premium to **us** by the end of such period.
- The last day **you** are in **active employment** except as provided under a covered **leave of absence**.

**We** will provide coverage for a **payable claim** that occurs while **you** are covered under the policy. Termination of the policy during a disability will have no effect on a **payable claim**.

### TIME LIMITS FOR LEGAL PROCEEDINGS

**You** can start legal action regarding **your** claim 60 days after proof of claim has been given to **us**, and

## LONG TERM DISABILITY BENEFIT INFORMATION

### DEFINITION OF DISABILITY

**You** are considered disabled when **we** review **your** claim and determine that, due to **your sickness** or **injury**, both of the following are true:

- **You** are unable to perform all the **material and substantial duties** of **your**

## **LONG TERM DISABILITY BENEFIT INFORMATION**

3. Compare the answers from Step 1 and Step 2. The lesser of these two amounts is

## LONG TERM DISABILITY BENEFIT INFORMATION

### **IF YOUR DISABILITY EARNINGS FLUCTUATE**

If **your disability earnings** routinely fluctuate widely from month to month, **we** may average **your disability earnings** over the most recent three months to determine if **your** claim should continue.

If **we** average **your disability earnings**, **we** will not terminate **your** claim unless the average of



## LONG TERM DISABILITY BENEFIT INFORMATION

- A retirement plan from another employer.
- Individual retirement accounts (IRA).

### **MINIMUM PAYMENT**

The minimum payment each month for a **payable claim** is \$300.

**We** may apply this amount to recover any outstanding overpayment.

### **DURATION OF PAYMENTS**

**We**

## LONG TERM DISABILITY BENEFIT INFORMATION

send payment(s) during that additional confinement and for one additional recovery period up to 90 more days.

If **you** continue to be disabled after the 24 month period, and subsequently become confined to a **hospital, health facility or institution** for at least 14 days in a row, **we** will send payment(s) during the length of the reconfinement.

**We** will not make payments beyond the limited pay period as indicated above, or the **maximum period of payment**, whichever occurs first.

**We** will not apply the **mental illness** limitation to a disability due to dementia if it is a result of stroke, trauma, viral infection or Alzheimer's disease.

### CONTINUITY OF COVERAGE

If **you** are not in **active employment** due to **injury** or **sickness** or **leave of absence** on the date **your Employer** changes insurance carriers to **our** policy, and **you** were covered under the prior policy at the time **your Employer's** coverage under **our** policy became effective, **we** will provide continuity of coverage under **our** policy. In order for this provision to apply, the prior policy's coverage must be similar to **our** policy.

If **you** are not in **active employment** due to **injury** or **sickness** or **leave of absence** on the effective date of **our** policy, and **you** would otherwise be eligible to become insured under **our** policy, **we** will provide limited coverage under **our** policy. Coverage under this provision will begin on **our** policy effective date and will continue until the earliest of the following:

- The date **you** return to **active employment**.
- The end of any period of continuance or extension provided under the prior policy.
- The date coverage would otherwise end, according to the provisions of **our** policy.

**Your** coverage under this provision is subject to payment of premium.

Any benefits payable under this provision will be paid as if the prior policy had remained in force. **We** will reduce **your** payment by any amount for which the prior carrier is liable.

If coverage ends under this provision, or if **you** were not covered under **your Employer's** prior policy on the date that policy terminated, the WHEN COVERAGE BEGINS provision under **our** policy will apply.

### CONTINUITY OF COVERAGE AND PRE-EXISTING CONDITIONS

**We** may pay benefits if **your** disability is caused by, contributed by or results from a **pre-existing condition** if both of the following are true:

- **You** were insured by the prior policy at the time **your Employer** changed insurance carriers to **our** policy.
- **You** have been continuously covered under **our** policy from the effective date of **our** policy through the date **your** disability began.

In order to receive a payment, **you** must satisfy the **pre-existing condition** provision under either **our** policy or under the prior policy, if benefits would have been paid had that policy remained in force.

If **you** satisfy the **pre-existing condition** provision of **our** policy, **we** will determine **your** payments according to **our** policy's provisions.

If **you** do not satisfy the **pre-existing condition** provision of **our** policy, but **you** do satisfy the prior policy's **pre-existing condition** provision, then both of the following apply:

- **Your monthly payment** will be the lesser of:
  - the **monthly payment** that would have been payable under the terms of the prior policy had it remained in force.
  - the **monthly payment** under **our** policy.
- Benefits will end on the earlier of:
  - the date benefits end under **our** policy, as described under the WHEN PAYMENTS END provision.
  - the date benefits would have ended under the prior policy if it had remained in force.

If **you** do not satisfy either **our** policy's or the prior policy's **pre-existing condition** provision, **we** will not make any payments.



## LONG TERM DISABILITY BENEFIT INFORMATION

**We** will require proof that **you** were insured under the prior policy. All other provisions of **our** policy will apply.

### RECURRENT DISABILITY

If **you** have a **recurrent disability**, and after **your** prior disability ended, **you** returned to work for **your Employer** for 6 months or less, **we** will treat **your** disability as part of **your** prior claim and **you** do not have to complete another elimination period. Only one **maximum period of payment** will apply when **your** disability is considered part of **your** prior claim.

**Your monthly payment** will be based on **your monthly earnings** as of the date of **your** initial claim. **Your** disability, as outlined above, will be subject to the same terms of the policy as **your** prior claim.

**Your** disability will be treated as a new claim if either of the following is true:

- **Your** current disability is unrelated to **your** prior disability.
- After **your** prior disability ended, **you** returned to work for **your Employer** for more than 6 consecutive months.

The new claim will be subject to all of the provisions of the policy and **you** will be required to satisfy a new elimination period. A new **maximum period of payment** will apply. In order for this provision to apply, coverage must remain in force.

If **our** policy terminates and **you** become eligible for coverage under any other group disability plan that replaces **our** policy, **you** will not be eligible for coverage under **our** policy.

### VOCATIONAL REHABILITATION SERVICES

**We** have vocational rehabilitation services available to assist **you** in returning to work to the extent of **your** ability. **We** will review **your** disability claim to determine whether **you** are eligible for these ser-

## LONG TERM DISABILITY BENEFIT INFORMATION

- After 24 months of **Family Member** Care Expense Benefits have been paid for each **family member**.
- Any other date on which **monthly payments** would stop in accordance with the policy.

To receive this benefit, **you** must provide satisfactory proof that **you** are incurring a **family member** care expense.

**Family member** care means care or supervision of **your family member** and care is given by a licensed child-care center or a licensed caregiver who is not related to **you** by blood or marriage.

This benefit is not subject to policy provisions which would otherwise increase or reduce the benefit amount such as **deductible sources of income**. However, the Total Benefit Cap will apply.

### WORKPLACE MODIFICATION BENEFIT

If **you** are disabled and are receiving a payment under the policy from **us**, a Workplace Modification Benefit may be payable to **your Employer**. Subject to the maximum amount below, **we** will reimburse **your Employer** for 100% of the reasonable costs **your Employer** incurs through modifications to the workplace to accommodate **your** return to work, and to assist **you** in remaining at work.

The amount **we** pay will not exceed the lesser of the following:

- Three times **your** last **monthly payment**.
- \$5,000.

**You** must meet both of the following requirements:

- Be disabled according to the terms of the policy.
- Have the reasonable expectation of returning to **active employment** and remaining in **active employment** with the assistance of the proposed workplace modification.

**Your Employer** must give **us** a written proposal of the proposed workplace modification. This proposal must include all of the following:

- Input from the **Employer, you** and **your doctor**.
- The purpose of the proposed workplace modification.
- The expected completion date of the workplace modification.
- The cost of the workplace modification.

**We** will reimburse the costs of the workplace modification when all of the following are true:

- **We** approve the proposal in writing.
- **We** receive proof from **your Employer** that the workplace modification is complete.
- **We** receive proof of the costs incurred by **your Employer** for the workplace modification.

The Workplace Modification Benefit is available on a one-time basis for each **insured person** under the policy.

### SURVIVOR BENEFIT

When **we** receive proof that **you** have died, **we** will pay **your eligible survivor** a lump sum benefit equal to three (3) **your gross monthly payment** if, on the date of **your** death, both of the following are true:

- **Your** disability had continued for 180 or more consecutive days.
- **You** were receiving or were eligible to receive payments under the policy.

If **you** have no **eligible survivors**, payment will be made to **your** estate, unless there is none. In this case, no payment will be made.

However, **we** will first apply the Survivor Benefit to recover any overpayment that may exist on **your** claim.

The Survivor Benefit will not be pro-rated if the last **monthly payment** payable to **you** prior to **your** death was based on a partial month of disability.



