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# **YOUR GROUP LONG-TERM DISABILITY BENEFITS**

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**FOR EMPLOYEES OF:**

**Berrien Regional Education Service Agency**

**CLASS(ES):**

All Eligible Employees excluding Retirees

**EFFECTIVE DATE:**

July 1, 2018

**PUBLICATION DATE:**

July 16, 2018

## **NOTICE(S)**

**THIS CERTIFICATE DESCRIBES THE BENEFITS THAT ARE AVAILABLE TO YOU. PLEASE READ YOUR CERTIFICATE CAREFULLY. BENEFITS ARE PROVIDED THROUGH A GROUP POLICY ISSUED IN THE STATE OF MICHIGAN.**

### **FRAUD WARNING**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

If You have any questions about or concerns with this insurance, please first contact the Policyholder or Your benefits administrator. If, after doing so, You still have a question or concern, You may contact Us at:

**United of Omaha Life Insurance Company**  
**Mutual of Omaha Plaza**  
**Omaha, Nebraska 68175**  
**Call Toll-Free: 1-800-877-5176**  
**[www.mutualofomaha.com](http://www.mutualofomaha.com)**

When contacting Us, please have Your Policy number available.

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# CERTIFICATE OF INSURANCE

## UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office:  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175

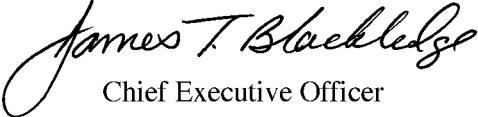
United of Omaha Life Insurance Company certifies that Group Policy Number GLTD-BD97 (the Policy) has been issued to Berrien Regional Education Service Agency (the Policyholder).

Insurance is provided for Employees of the Policyholder subject to the terms and conditions of the Policy.

Please read this Certificate carefully. The benefits described in this Certificate are effective only if You are eligible for the insurance, become insured and remain insured as described in this Certificate and according to the terms and conditions of the Policy.

If the provisions of this Certificate and those of the Policy do not agree, the provisions of the Policy will apply. The Policy is part of a contract between United of Omaha Life Insurance Company and the Policyholder, and may be amended, changed or terminated without Your consent or notice to You.

This Certificate replaces any certificate previously issued under the Policy.

  
Chief Executive Officer

  
Corporate Secretary

## SCHEDULE

This Schedule describes some of the terms and conditions of the Policy including, but not limited to, the maximum amounts of benefits payable under the Policy, exclusions and limitations. For a complete description of the terms and conditions of the Policy, refer to the appropriate section of the Certificate.

A person is not necessarily entitled to insurance under the Policy because he or she received this Schedule. A person is only entitled to insurance if he or she is eligible in accordance with the terms of the Certificate. Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

### POLICY INFORMATION

Policyholder: Berrien Regional Education Service Agency  
Policy Effective Date: July 1, 2018  
Policy Anniversary: July 1  
Policy Number: GLTD-BD97  
Group Number: G000BD97  
Classification: All Eligible Employees excluding Retirees  
Minimum Work Hours Required: 21 hours per week  
Eligibility Present Waiting Period: none  
Eligibility Future Waiting Period: none  
When Insurance Begins: the day the Employee becomes eligible. Additional eligibility conditions apply as described in the Certificate.  
Elimination Period: The later of:  
a) 90 calendar days; or  
b) the date Your short-term Disability ends.

### BENEFITS

Monthly Benefit Percentage: 66 2/3%  
Maximum Monthly Benefit: \$5,000  
Minimum Monthly Benefit: \$100  
Maximum Benefit Period:

<b>Age at Disability</b>	<b>Maximum Benefit Period</b>
61 or less.....	to age 65, Your SSNRA, or 3 years and 6 months, whichever is longest;
62.....	Your SSNRA, or 3 years and 6 months, whichever is longer;
63.....	Your SSNRA, or 3 years, whichever is longer;
64.....	Your SSNRA, or 2 years and 6 months, whichever is longer;
65.....	2 years;
66.....	1 year and 9 months;
67.....	1 year and 6 months;
68.....	1 year and 3 months;
69 or older.....	1 year.

Own Occupation Definition: 2 years  
Enhanced Disability Benefit: 10%  
Family Care Benefit: Included  
Survivor Benefit: 3 months  
Vocational Rehabilitation Benefit: 5%

### LIMITATIONS/EXCLUSIONS

Alcohol/Drug Abuse/Substance Abuse Limitation: 24 months  
Mental Disorder Limitation: 24 months  
Pre-existing Condition Exclusion: 3/12



**DEFINITIONS**

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

*Basic Monthly Earnings* for salaried Employees means Your gross annual salary from the Policyholder in effect on the day immediately prior to the date on which Your Disability began, divided by 12.

Basic monthly earnings for hourly Employees means Your hourly rate of pay from the Policyholder in effect on the day immediately prior to Your Disability multiplied by the average number of hours You worked per month, not including overtime, during the 12 month period immediately prior to the date on which Your Disability began. If You were employed with the Policyholder for a period of less than 12 months, basic monthly earnings means Your hourly rate of pay multiplied by the average number of hours You worked per month during that period, not including overtime.

Basic monthly earnings is verified by premium We have received.

Basic monthly earnings includes Employee contributions to Deferred Compensation plans received from the Policyholder.

Basic monthly earnings does not include commissions, bonuses, overtime pay, Policyholder contributions to Deferred Compensation plans, Differentials, and other extra compensation received from the Policyholder.

Proof of Earnings is required.

*Differentials* mean additional compensation You receive from the Policyholder for time or duties beyond those normally required or to accommodate specific working conditions, including, but not limited to:

- a) shift differentials;
- b) hazardous duties differentials;
- c) pay for longevity;
- d) on-call pay;
- e) lead nurse differentials;
- f) English as a Second Language (ESL) differentials;
- g) charge pay;
- h) weekend differentials;
- i) coaching and other extra curricular activities compensation; and
- j) on-call differentials.

*Other Income Source(s)* has the meaning set forth in the Other Income Sources provision of this Schedule.

*Recurrent Disability* means a Disability which is caused by, attributable to, or resulting from the same Injury or Sickness that caused the prior Disability for which You received a Monthly Benefit under the Policy.

*Reimbursement Agreement* means the written agreement that We provide to You under which You agree to repay Us any overpayment resulting from Your or Your Spouse’s or child(ren)’s receipt of Other Income Sources.

*Social Security Normal Retirement Age (SSNRA)* means Your normal retirement age under the U. S. Social Security Act determined as follows:

<b>Year of Birth</b>	<b>Social Security Normal Retirement Age</b>
1937 or earlier.....	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 through 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;
1960 or later.....	67 years.

**NOTE:** Your Social Security Normal Retirement Age may change subject to any changes to the U. S. Social Security Act.

**ELIMINATION PERIOD**

The Elimination Period is the later of:

- a) 90 calendar days; or
- b) the date Your short-term Disability ends.

For purposes of accumulating days of Disability to satisfy the Elimination Period, the following will apply:

- a) a period of Disability will be treated as continuous during the Elimination Period unless Disability stops for more than 90 accumulated days during the Elimination Period; and
- b) days in which You return to work for a full work day as verified by Policyholder records will not count towards the Elimination Period.

The Elimination Period begins on the first day of Disability. If You are not continuously Disabled, the Elimination Period must be satisfied within a period of time which does not exceed two times the length of the Elimination Period; otherwise, a new Elimination Period will apply.

**RECURRENT DISABILITY**

A Recurrent Disability will be treated as part of Your prior claim and You will not be required to satisfy a new Elimination Period if:

- a) You were continuously insured under the Policy from the date benefits ended for Your prior claim to the date Your Recurrent Disability begins; and
- b) Your Recurrent Disability occurs within 180 days after the date benefits ended for Your prior claim.

In order to prevent over-insurance because of duplication of benefits, benefits payable under this Recurrent Disability provision will cease if benefits are payable to You under any other Policyholder sponsored group long-term disability income policy or plan.

**MONTHLY BENEFIT**

**Total Disability**

If You are Disabled and earning less than 20% of Your Basic Monthly Earnings, the Monthly Benefit while Disabled is the lesser of:

- a) 66 2/3% of Your Basic Monthly Earnings, less Other Income Sources; or
- b) the Maximum Monthly Benefit, less any Other Income Sources.

**Partial Disability**

You may work for wage or profit and, after a Monthly Benefit has been paid for 2 years, receive up to 85% of Your Basic Monthly Earnings while Disabled. As an incentive to work while Disabled, You will receive the Monthly Benefit for Total Disability, unless the sum of:

- a) the Gross Monthly Benefit while You are Disabled; plus
- b) Current Earnings; plus
- c) the amount of Family Care Expense You incur in accordance with the Family Care Expense Provision;

exceeds 100% of Your Basic Monthly Earnings. If this sum exceeds 100% of Your Basic Monthly Earnings, the Monthly Benefit for Partial Disability will be reduced by that excess amount.

**MINIMUM BENEFIT**

As long as You are Disabled Your Monthly Benefit will never be less than \$100, unless We reduce the Monthly Benefit to recover an overpayment. If We reduce the Monthly Benefit to recover an overpayment, Your Monthly Benefit may be reduced to zero until We fully recover the overpayment.

When less than one month of Disability benefits is due, a pro rata benefit will be paid for each day of Disability. This pro rata benefit will be equal to 1/30th of Your Monthly Benefit.

**VOCATIONAL REHABILITATION BENEFIT**

While You are participating in a plan of vocational rehabilitation approved by Us, Your Monthly Benefit will be increased by 5%.

**MAXIMUM BENEFIT PERIOD**

If You are Disabled because of an Injury or Sickness, We will pay benefits as follows, subject to any limitations described in this Certificate.

<b>Age at Disability</b>	<b>Maximum Benefit Period</b>
61 or less.....	to age 65, Your SSNRA, or 3 years and 6 months, whichever is longest;
62.....	Your SSNRA, or 3 years and 6 months, whichever is longer;
63.....	Your SSNRA, or 3 years, whichever is longer;
64.....	Your SSNRA, or 2 years and 6 months, whichever is longer;
65.....	2 years;
66.....	1 year and 9 months;
67.....	1 year and 6 months;
68.....	1 year and 3 months;
69 or over.....	1 year.

**OTHER INCOME SOURCES**

We take into account the total of all Your income from other sources of income in determining the amount of Your Monthly Benefit. Your Other Income Sources are any of the following amounts that You receive or are eligible to receive as a result of Your Disability or the Sickness and/or Injury that caused, in whole or in part, Your Disability:

- a) Any amount under:
  - 1. a workers' compensation law;
  - 2. an occupational disease law;
  - 3. the Jones Act, (46 U.S.C. Statute 688(a) (1920)); or
  - 4. any other act or law of like intent to the laws described in 1, 2 or 3 above.
- b) Any amount under another group short-term or long-term disability insurance policy or plan for which the Policyholder has paid any part of the cost or for which the Policyholder has made payroll deductions, except any group short-term or long-term disability insurance policy or plan underwritten by United of Omaha Life Insurance Company.
- c) Any amount as disability income payments under any:
  - 1. state compulsory benefit act or law;
  - 2. government retirement system as a result of Your job with the Policyholder; or

3. work loss provision in a no-fault motor vehicle insurance plan, unless state law or regulation does not allow group disability income benefits to be reduced by benefits from no-fault motor vehicle coverage.
- d) Any amount of benefits under the Policyholder's Retirement Plan. Benefits payable before the plan's normal retirement age are considered Other Income Sources only if You voluntarily elect to receive these benefits.
- e) Any benefits for You or Your Spouse and Dependent Child under:
  1. the U.S. Social Security Act;
  2. the Canada Pension Plan;
  3. the Quebec Pension Plan;
  4. the Railroad Retirement Act;
  5. any public employee retirement plan;
  6. any teachers employment retirement plan; or
  7. any similar plan or act that provides:
    - a. Disability benefits; or
    - b. retirement benefits (except this will not apply if Your Disability begins after Your Social Security Normal Retirement Age and You were already receiving Social Security retirement benefits. This exception only applies to U.S. Social Security Benefits).
- f) Any amount payable as:
  1. salary continuance, except
    - a. paid time off (PTO) that is not specified as sick leave;
    - b. vacation;
    - c. any earned time off program;
  2. sick leave; or
  3. severance allowance.
- g) Any amount from a third party (after subtracting attorneys' fees) by judgment, settlement or otherwise.
- h) Any amount from any unemployment insurance law or program.

## EXPLANATION OF OTHER INCOME SOURCES

You must apply for Other Income Sources for which You are or may become eligible, including but not limited to Social Security disability and/or dependent benefits, and do what is needed to obtain them. If Your application is denied, We may require that You appeal the decision to a level that is satisfactory to Us and provide written proof of all levels of appeal.

As part of Your proof of Disability, We require that You furnish evidence to Us that You have applied for Other Income Sources for which You are or may become eligible.

After the initial reduction for each type of Other Income Sources, We will not further reduce Your Monthly Benefit due to any cost of living increases payable under such type of Other Income Sources.

Other Income Sources that are paid in a lump sum will be prorated on a monthly basis over a period for which the sum is given. If no time period is stated, the sum will be prorated on a monthly basis over the lesser of the following:

- a) the Policy's Maximum Benefit Period; or
- b) 60 equal payments.

If Other Income Sources are paid on a retroactive basis, We may reduce or suspend the Monthly Benefit to recover any overpayment.

Regardless of how funds from a Retirement Plan are distributed, We will consider Your contributions and the Policyholder's contributions to be distributed simultaneously during Your lifetime.

We will pay the full amount of the Monthly Benefit if You:

- a) apply for Other Income Sources; and
- b) sign Our Reimbursement Agreement.

Until You have signed Our Reimbursement Agreement and have given written proof to Us that application has been made or all available appeals have been exhausted for Other Income Sources, We may:

- a) estimate Your Other Income Sources; and
- b) reduce Your Monthly Benefit by that amount.

If We reduce Your benefit on this basis, and if all of Your appeals are denied, We will restore Your Monthly Benefit amount and refund any underpayment to You in a lump sum.

### **ASSISTANCE WITH FILING FOR SOCIAL SECURITY DISABILITY BENEFITS**

We can arrange for advice regarding Your claim for Social Security disability benefits and assist You with Your application or appeal. In order to be eligible for assistance, You must be receiving Monthly Benefits from Us.

Receiving Social Security disability benefits may enable:

- a) You to receive Medicare after 24 months of disability payments;
- b) You to protect Your Social Security retirement benefits; and
- c) Your family to be eligible for Social Security disability benefits.

We can arrange assistance in obtaining Social Security disability benefits by:

- a) helping You find appropriate representation;
- b) obtaining medical and vocational evidence; and
- c) reimbursing pre-approved case management expense.

## ELIGIBILITY

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

### DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

*Actively Working, Active Work* means an Employee is performing the normal duties of his or her Regular Job for the Policyholder on a regular and continuous basis 21 or more hours each week. An Employee will be considered to be actively working on any day that is a regular paid holiday or day of vacation, or regular or scheduled non-working day, provided the Employee was actively working on the last preceding regular work day.

*Prior Plan* means any group disability plan or individual worksite disability plan of benefits:

- a) replaced by insurance under part or all of the Policy; and
- b) in effect and maintained or sponsored by the Policyholder on the day before the Policy Effective Date.

*Written Request* means a request that is signed, dated and submitted to the Policyholder. The request must be on a form We supply or be in a form and content acceptable to Us.

### WHEN AN EMPLOYEE BECOMES ELIGIBLE FOR INSURANCE

An Employee who is Actively Working on the Policy Effective Date becomes eligible for insurance under the Policy on the Policy Effective Date.

An Employee who is hired after the Policy Effective Date becomes eligible for insurance under the Policy on the day the Employee begins Active Work.

The day on which an Employee becomes eligible for insurance under the Policy may not be the same as the day on which insurance begins. The When Insurance Begins provision describes the day on which insurance begins.

### CONTINUITY OF INSURANCE UPON TRANSFER OF INSURANCE CARRIER

If You are not Actively Working on the Policy Effective Date due to Injury or Sickness, upon payment of the premium, You will be insured under the Policy if You:

- a) were covered under a Prior Plan on the day before the Policy Effective Date; and
- b) resume Active Work.

### EFFECT OF A PRE-EXISTING CONDITION WITH PRIOR COVERAGE

#### **Prior Group Disability Plan Coverage Maintained by the Policyholder**

If You become insured under the Policy on the Policy Effective Date and were covered under a prior group disability plan on the day before the Policy Effective Date, any benefits payable under the Policy for a Disability due to a Pre-existing Condition will be determined as follows:

- a) If You cannot satisfy the Pre-existing Conditions provision of the Policy, but have satisfied the pre-existing condition provision under the prior group disability plan, giving consideration towards continuous time covered under both plans, We will pay the lesser of the benefit:
  1. that would have been paid under the prior group disability plan; or
  2. payable under the Policy.
- b) If You cannot satisfy the Pre-existing Conditions provision under the Policy or of the prior group disability plan, no benefit under the Policy will be payable.

### **Prior Group Disability Plan Coverage Not Maintained by the Policyholder**

If You become insured under the Policy after the Policy Effective Date and were covered under an employer's group long-term disability plan provided by Your previous employer, and not maintained by the Policyholder, within 31 days prior to the day You become employed with the Policyholder, any benefits payable under the Policy for a Disability due to a Pre-existing Condition will be determined as follows:

- a) If You cannot satisfy the Pre-existing Conditions provision of the Policy, but have satisfied the pre-existing condition provision under Your prior group disability plan, giving consideration towards continuous time covered under both plans, We will pay the lesser of the benefit:
  1. that would have been paid under Your prior group long-term disability plan; or
  2. payable under the Policy.
- b) If You cannot satisfy the Pre-existing Conditions provision under the Policy or Your prior group long-term disability plan, no benefit under the Policy will be payable.

In order to qualify under this provision, You must provide the following supporting documentation within 31 days from the date We request this information:

- a) a copy of Your prior employer's long-term disability plan; and
- b) payroll records or other documentation verifying prior group long-term disability coverage under Your prior employer's plan.

### **WHEN INSURANCE BEGINS**

An eligible Employee will become insured on the day the Employee begins Active Work.

If the Employee is not Actively Working on the day insurance would otherwise begin, insurance will begin on the day the Employee returns to Active Work.

### **EXCEPTIONS TO WHEN INSURANCE BEGINS**

This provision does not apply if the Employee is eligible for coverage under the Continuity of Insurance Upon Transfer of Insurance Carrier provision.

Insurance for an Employee who has an Injury or Sickness and is confined:

- a) in a Hospital as an inpatient;
- b) in any institution or facility other than a Hospital; or
- c) at home and under the care or supervision of a Physician;

on the day insurance is to begin will not take effect until the day the Employee returns to Active Work.

### **CHANGES TO INSURANCE BENEFITS**

Any allowable change in Your classification or amount of insurance, whether requested by You or the Policyholder, or as a result of the terms of the Policy, will take effect on the first day of the month that follows the date of the request or the change.

### **WHEN INSURANCE ENDS**

Insurance will end on the earliest of the day:

- a) You are no longer eligible for insurance under the Policy;
- b) You begin active duty in the Armed Forces, National Guard or Reserves of any state or country (except for temporary active duty of 31 days or less);
- c) the Policy terminates; or
- d) insurance ends in accordance with the Grace Period provision.

If You are Disabled on the day the Policy terminates, benefits will continue subject to the When Benefits End provision located in the Benefits section.

## **EXCEPTIONS TO WHEN INSURANCE ENDS**

If insurance for You ends but the Policy is in effect, You may be able to continue or obtain insurance under one of the following provisions:

- a) Continuation of Insurance During Disability
- b) Continuation of Insurance Under the Family and Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA)

## **CONTINUATION OF INSURANCE DURING DISABILITY**

If You become Disabled, Your insurance will continue without payment of premium for as long as You are entitled to receive Monthly Benefits, except that premium must be paid during the Elimination Period. Premium will be waived from the first day of the month following the end of the Elimination Period through the last day of the month in which Your last Disability benefit payment under the Policy is issued.

## **CONTINUATION OF INSURANCE UNDER THE FAMILY MEDICAL LEAVE ACT (FMLA) AND UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)**

The federal Family Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto, as well as other applicable federal or state laws, may allow continuation of insurance in certain instances for leaves of absence, layoff or termination. Contact the Policyholder for additional information regarding any other continuation options that may be available.



## LONG-TERM DISABILITY BENEFITS

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

### DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

*Good Cause* means documented physical or mental impairments that:

- a) render You incapable of rehabilitation;
- b) interfere with a medical program You are currently participating in; or
- c) conflict with any other program You are participating in that will enable You to return to Active Employment.

*Participation in a Riot* means actively participating in a tumultuous disturbance of the peace by three or more persons assembling together of their own authority with intent to mutually assist one another in an illegal or legal act.

### LONG-TERM DISABILITY BENEFITS

If You become Disabled due to an Injury or Sickness, while insured under the Policy, We will pay the Monthly Benefit shown in the Schedule in accordance with the terms of the Policy. Benefits will begin after You satisfy the Elimination Period shown in the Schedule.

### ENHANCED DISABILITY BENEFIT

We will pay an Enhanced Disability Benefit if You are receiving a Monthly Benefit for Total Disability and We determine that You:

- a) are unable to perform two or more Activities of Daily Living without Direct Assistance; or
- b) are Cognitively Impaired and need Direct Assistance.

You must continue to provide satisfactory proof to Us that You are eligible to receive such benefit in accordance with the requirements of this provision.

The Enhanced Disability Benefit is payable in addition to the Monthly Benefit for Total Disability You receive under the Policy.

The Enhanced Disability Benefit is equal to 10% of Your Basic Monthly Earnings up to the lesser of:

- a) the Maximum Monthly Benefit shown in the Schedule; or
- b) \$3,000.

The Enhanced Disability Benefit will not be subject to reduction by Other Income Sources.

### FAMILY CARE BENEFIT

We will offer an additional benefit amount of up to \$350 per month for each Qualifying Family Member. The additional benefit amount will be included in the Monthly Benefit for Partial Disability formula described in the Schedule if:

- a) You have received a total of 12 months of Disability benefits;
- b) You continue to be Disabled;
- c) You incur expenses for Family Care services; and
- d) We receive satisfactory proof of the Family Care expense incurred by You.

The Family Care benefit will not exceed 100% of Your Current Earnings.

## **SURVIVOR BENEFIT**

We will pay a Survivor Benefit to Your named beneficiary when We receive proof that You died:

- a) after being Disabled; and
- b) while receiving or eligible to receive a Monthly Benefit under the Policy.

The Survivor Benefit will be payable as a lump sum amount equal to 3 times Your Monthly Benefit for the month immediately prior to Your death.

You have the right to change Your beneficiary designation. The consent of the beneficiary or beneficiaries is not necessary for any change in beneficiary. If You have not designated a beneficiary, or no beneficiary survives You, the survivor benefit will be paid to Your estate.

Any payment made in good faith will fully discharge Us to the extent of the payment.

## **VOCATIONAL REHABILITATION PROVISION**

If You are Disabled and are receiving Disability benefits as provided by the Policy, You may be eligible to receive vocational rehabilitation services. These services include, but are not limited to:

- a) worksite modification and/or special equipment;
- b) job placement;
- c) retraining; and
- d) other services reasonably necessary to help You return to work.

While You are participating in a plan of vocational rehabilitation approved by Us, Your Monthly Benefit will be increased by a percentage as shown in the Schedule.

Eligibility for vocational rehabilitation services is based on Your education, training, experience and physical/mental capabilities. Before vocational rehabilitation services will be considered:

- a) Your Disability must not allow You to perform Your Regular Occupation;
- b) You must have the physical and mental capability to complete a rehabilitation program; and
- c) there must be reasonable expectation that rehabilitation services will help You return to active employment.

We will develop an Individual Written Rehabilitation Plan (IWRP), which may include input from You, Your Physician and the Policyholder. The IWRP will describe:

- a) the vocational rehabilitation goals and services;
- b) the responsibilities of Us, You and any third parties associated with the IWRP;
- c) the times and dates of the vocational rehabilitation services; and
- d) all costs associated with the services.

Either We, Your Physician, or You may initiate consideration for Your participation in vocational rehabilitation. Failure to participate without Good Cause will result in reduction or termination of Disability benefits. Reduction of benefits will be based on Your income potential if You were employed after a vocational rehabilitation program.

We will make the final determination of any vocational rehabilitation services provided, eligibility for participation and any continued benefit payments.

While You are a participant in an IWRP, Monthly Benefits will continue to be payable subject to reduction by Other Income Sources. Eligibility for continued Monthly Benefits will be assessed at the completion of the IWRP.

## **LIMITATIONS**

### **Alcohol and Drug Abuse and/or Substance Abuse**

If You are Disabled and Your Disability is a result of Alcohol or Drug Abuse and/or Substance Abuse, Your benefits will be limited to a total of 24 months while insured under the Policy, unless You are confined as resident inpatient in a Hospital due to Your dependency at the end of that 24-month period. The Monthly Benefit will continue to be paid during such confinement.

If You are still Disabled when You are discharged from a Hospital, the Monthly Benefit will be paid for a recovery period of up to 90 additional days. If You become re-confined as a resident inpatient in a Hospital during the recovery period for at least 14 consecutive days, benefits will be paid for the duration of the subsequent confinements.

### **Mental Disorder**

If You are Disabled and Your Disability is a result of a Mental Disorder, Your benefits will be limited to a total of 24 months while insured under the Policy, unless You are confined as a resident inpatient in a Hospital due to Your Mental Disorder at the end of that 24-month period. The Monthly Benefit will continue to be paid during such confinement.

If You are still Disabled when You are discharged from a Hospital, the Monthly Benefit will be paid for a recovery period of up to 90 additional days. If You become re-confined as a resident inpatient in a Hospital during the recovery period for at least 14 consecutive days, benefits will be paid for the duration of the subsequent confinements.

### **WHEN DISABILITY BENEFITS END**

Benefits will be paid during a period of Disability until the earliest of the day:

- a) You are no longer Disabled;
- b) You die;
- c) on which the Maximum Benefit Period ends as shown in the Schedule;
- d) You fail to provide Us satisfactory proof of continuous Disability;
- e) You fail to provide Us satisfactory Proof of Earnings;
- f) You have been incarcerated or imprisoned for 31 days or longer;
- g) You fail to comply with Our request to be examined by a Physician and/or vocational rehabilitation expert of Our choice;
- h) You are not under Regular and Appropriate Care and Treatment for the Injury or Sickness that caused the Disability;
- i) You are able to return to work with the Policyholder on a part-time or Full-Time basis and do not do so; or
- j) We have paid You 12 Monthly Benefit payments, if You reside outside the U.S., its territories or possessions, or Canada. You will be considered to reside outside the U.S., its territories or possessions, or Canada if You have been outside the U.S., its territories or possessions, or Canada for a total of six months or more during any twelve consecutive month period during which You were continuously Disabled.

If You are eligible to receive Disability payments on the day the Policy ends, benefits will continue subject to all other Policy provisions.

### **PRE-EXISTING CONDITION EXCLUSION**

A *Pre-existing Condition* means any Injury or Sickness for which You received medical treatment, advice or consultation, care or services, including diagnostic measures, or had drugs or medicines prescribed or taken in the 3 months prior to the day You become insured under the Policy.

We will not provide benefits for any Disability caused by, attributable to, or resulting from a Pre-existing Condition which begins in the first 12 months after You are continuously insured under the Policy.

### **EXCLUSIONS**

We will not pay benefits for any Disability or loss which:

- a) results from an act of declared or undeclared war or armed aggression;
- b) results from Your Participation in a Riot or Your commission of or attempt to commit a felony or any type of assault or battery;
- c) results, whether You are sane or insane, from:
  1. an intentionally self-inflicted Injury or Sickness; or
  2. attempted suicide;
- d) results from Alcohol and Drug Abuse and/or Substance Abuse, except as specifically provided in the Limitations Section;
- e) results from a Mental Disorder, except as specifically provided in the Limitations Section;

- f) is caused by Alcohol and Drug Abuse and/or Substance Abuse, while You are not being actively supervised by and receiving continuing treatment from a rehabilitation center or designated institution approved for such treatment by an appropriate body in the governing jurisdiction, or if none, by Us;
- g) occurs while You are incarcerated or imprisoned for any period exceeding 31 days; or
- h) is solely a result of a loss of a professional license, occupational license, or certification.

## **PREMIUM PAYMENTS**

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

### **GRACE PERIOD**

All premiums for insurance under the Policy must be paid within the grace period. There is a grace period of 31 days for payment of premiums. This means that, except for the initial premium, if premium is not paid on or before the date it is due, the premium must be paid in the 31-day period that follows. We will consider premium to be paid on the date We receive it.

Insurance will stay in force during the grace period, unless You or the Policyholder provides Us with written notice that insurance will terminate during the grace period. If We receive such notice, insurance will terminate on the date requested.

If any premium due is not paid during the grace period, insurance will end on the last day of the grace period. If insurance ends, it may be reinstated as described in the Reinstatement of Insurance provision.

### **PREMIUM CHANGES**

If You request a change in the amount of insurance, the Policyholder will provide You with notice of Your new premium amount upon request.

If there is a change in the amount of the premium for insurance in accordance with the terms of the Policy, the Policyholder will provide You with notice of the change at least 31 days prior to the date of the change.

Premium amounts will change if premium rates under the Policy are changed.

## PAYMENT OF CLAIMS

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

### HOW TO OBTAIN PLAN BENEFITS FOR DISABILITY OR OTHER LOSS

Forward the completed claim form for Disability or other benefits to:  
Benefits Administrator  
Berrien Regional Education Service Agency  
711 St. Joseph Avenue  
Berrien Springs, Michigan 49103

You will be responsible for any fees charged by Your Physician for completing a claim form.

### CLAIM ASSISTANCE

For assistance with filing a claim or an explanation of how a claim was paid, contact:  
United of Omaha Life Insurance Company  
Group Disability Management Services  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175  
Call Toll-Free: 1-800-877-5176

### PROOF OF DISABILITY

A claim form can be requested from the Plan Administrator, from Us or obtained on Our website. A request for a claim form should be made within 20 days after a Disability occurs or as soon as reasonably possible. If You do not receive a claim form within 15 days of Your request, You can provide a written statement to Us, stating:

- a) that You are under the Regular and Appropriate Care and Treatment of a Physician;
- b) the appropriate documentation of Your job duties at Your Regular Occupation and Your Basic Monthly Earnings;
- c) the date Your Disability began;
- d) the cause of your Disability;
- e) any restrictions and limitations preventing You from performing Your Regular Occupation; and
- f) the name and address of any attending Physician, Hospital or institution where You received treatment.

A completed claim form and other information needed to prove loss must be submitted to Us within 90 days after the end of the Elimination Period.

Failure to furnish such proof within this time period shall not invalidate nor reduce any claim if:

- a) it was not reasonably possible to give proof within that 90-day period; and
- b) proof is furnished as soon as reasonably possible, but not later than one year after the end of the Elimination Period, unless You or Your beneficiary are not legally capable.

Proof of continued Disability, Regular and Appropriate Care and Treatment of a Physician and any Other Income Sources must be given to Us, upon request. This proof must be received within 45 days of Our request. If it is not, benefits may be denied or suspended.

### ADDITIONAL SUPPORTING INFORMATION FOR DISABILITY AND OTHER CLAIMS

We may occasionally require You to be examined by a Physician or vocational rehabilitation expert of Our choice to assist in determining whether benefits are payable. We will pay for these examinations; however, You may be responsible for fees associated with failure to notify the examination office of Your appointment cancellation within the required amount of time specified by the examiner. We may recover this fee by reduction of benefits that are payable. We will not require more than a reasonable number of examinations.

Disability and other benefits will be paid after We receive acceptable proof of loss. Benefits will be paid only if We determine that the claimant is entitled to benefits under the terms of the Policy. We may require supporting information which may include, but is not limited to, the following:

- a) clinical records;
- b) charts;
- c) x-rays;
- d) Proof of Earnings; and
- e) other diagnostic aids.

### **MODE OF PAYMENT FOR DISABILITY**

Disability benefits will be paid by Us monthly after We receive acceptable proof of Disability. Benefits will be paid to You, except benefits unpaid at Your death may be paid, at Our option, to:

- a) Your Eligible Survivor; or
- b) Your estate.

### **REFUND TO US**

If it is found that We paid more benefits than We should have paid under the Policy, We have the right to a refund from You or the recipient of benefits.

We also have a right to a refund for any payments due to:

- a) fraud or misrepresentation;
- b) any error We make in processing a claim; or
- c) Your receipt of Other Income Sources.

You or the recipient of benefits must reimburse Us in full. We will determine the method by which the repayment is to be made, including without limitation, reducing or withholding Your Monthly Benefit or any benefits payable to You under any other disability insurance policy issued by Us. We will credit these payments to the refund until the refund is fully recovered.

## NOTICE OF COMPLAINT AND APPEAL PROCEDURE

We have established and will maintain procedures for hearing, researching, recording and resolving any complaints an Insured Person may have. These procedures are intended to ensure full investigation of a complaint and provide timely notification as to the progress of Our investigation.

A written Grievance may be sent to the following address:

United of Omaha Life Insurance Company  
Appeals Department  
Mutual of Omaha Plaza  
Omaha, NE 68175  
[submitgrpdisinfo@mutualofomaha.com](mailto:submitgrpdisinfo@mutualofomaha.com)

For inquiries and/or complaints, call 1-800-877-5175. We must receive the Insured Person's complaint as soon as reasonably possible following the date of the incident or discovery that forms the basis for the Grievance. The request must be in writing. The Insured Person has the right to have the Grievance reviewed by a managerial-level person or group.

We will inform the Insured Person within 45 days after We receive the written appeal or complaint, unless an unusual circumstance requires an extension of time to investigate or consider. If this occurs, We will inform the Insured Person of the reason the additional time is needed; not to exceed another 45 days. If the extension is due to an Insured Person's failure to submit information, the period for making the determination shall be tolled until the date the insured responds to the request for additional information.

If the Grievance is not resolved to the Insured Person's satisfaction, the Insured Person may send a Grievance to the Michigan Office of Financial and Insurance Regulation for review.

The address for the Michigan Office of Financial and Insurance Regulation is: Commissioner of Insurance

Insurance Bureau  
P.O. Box 30220  
Lansing, Michigan 48909  
(877) 999-6442

Copies of all documents will be available for review by the Commissioner of Insurance for two years following the year the Grievance was filed.

### DEFINITION

*Grievance* means a complaint or appeal by an Insured Person concerning the payment of disability income benefits.



## STANDARD PROVISIONS

### INSURANCE CONTRACT

The insurance contract consists of:

- a) the Policy;
- b) the Policyholder's signed application attached to the Policy; and
- c) any application signed by You.

Statements in an application are considered representations and not warranties. We will not use any statements in Your application to deny a claim or to contest the validity of this insurance unless We provide You with a copy of that application.

### CHANGES IN THE INSURANCE CONTRACT

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- a) does not require Your consent; and
- b) must be:
  1. in writing;
  2. made a part of the Policy; and
  3. signed by Our authorized representative in Our home office.

A change may affect any class of Employees included in the Policy.

### INCONTESTABILITY

We will not use any statements in Your application to contest the validity of this insurance after it has been in-force during Your lifetime for two years.

### LEGAL ACTIONS

No legal action can be brought until at least 60 days after We have been given proof of loss. No legal action can be brought more than 3 years after the date proof of loss is required, unless otherwise required by state law in Your state of residence.

## GENERAL DEFINITIONS

The following capitalized terms have the meanings assigned in this section. These terms are used throughout this Certificate.

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

*Activities of Daily Living* means the basic activities of daily living consisting of the following self-care tasks:

- a) bathing – the ability to wash oneself in the tub or shower or by sponge bath from a basin with or without equipment or devices;
- b) dressing and undressing – the ability to put on and take off all items of clothing and any necessary braces or artificial limbs;
- c) eating – the ability to feed oneself;
- d) transferring – the ability to transfer from bed to chair, and back; from sitting to standing and back, with or without the aid of equipment or devices;
- e) toileting – the ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene and to adjust clothing; and
- f) continence – the ability to voluntarily control bowel and bladder function, or in the event of incontinence, the ability to maintain a reasonable level of personal hygiene.

*Alcohol and Drug Abuse and/or Substance Abuse* means any condition or disease, regardless of its cause, listed in the most recent edition of the International Classification of Diseases as an alcohol or drug related condition or disease.

*Certificate* means this document that describes the benefits, terms, conditions, exclusions and limitations of the insurance provided under the Policy.

*Cognitively Impaired* means confusion or disorientation resulting from deterioration or loss in intellectual capacity as measured and confirmed by cognitive tests satisfactory to Us, including but not limited to: neuropsychiatric evaluations and the Mini Mental State Examination (MMSE).

*Current Earnings* means any actual pre-tax monthly income You receive while You are working and eligible to receive a Monthly Benefit, or the pre-tax earnings You could receive if You were working at Your Maximum Capacity. If Your current earnings fluctuate, We may average Your current earnings over the most recent three-month period and continue Your claim provided the average does not exceed the percentage of Basic Monthly Earnings allowed by the Policy. A Monthly Benefit will not be payable for any month during which Your current earnings exceed that percentage.

*Deferred Compensation* means contributions You make through a salary reduction agreement with Policyholder to a plan or arrangement under the following Internal Revenue Code (IRC) sections or any other plan or arrangement defined as deferred compensation under the IRC:

- a) 401(k);
- b) 403(b);
- c) 408(k); or
- d) 457.

*Dependent Child* means:

- a) Your natural born or legally adopted child;
- b) Your stepchild or child of Your domestic or civil union partner or equivalent living in Your home; or
- c) any other child who lives with You in a regular parent/child relationship and who qualifies as Your "dependent" as defined in the U.S. Internal Revenue Code.

Dependent child does not include:

- a) a child who is married, in a domestic partnership, in a civil union partnership or equivalent, as recognized and allowed by federal law, or by state law in a child's state of residence;
- b) a child who has been legally adopted by another person; or
- c) a child:
  1. temporarily living in Your home;
  2. placed in Your home by a social service agency which retains control over the child; or
  3. who has a natural parent in a position to exercise parental responsibility and control.

*Direct Assistance* means that continuous assistance or verbal direction is required to be able to safely and completely perform the Activities of Daily Living as certified by Your Physician.

*Disability* and *Disabled* mean that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred in which:

- a) during the Elimination Period, You are prevented from performing at least one of the Material Duties of Your Regular Occupation on a part-time or full-time basis; and
- b) after the Elimination Period, You are:
  1. prevented from performing at least one of the Material Duties of Your Regular Occupation on a part-time or full-time basis; and
  2. unable to generate Current Earnings which exceed 99% of Your Basic Monthly Earnings due to that same Injury or Sickness.

After a Monthly Benefit has been paid for 2 years, *Disability* and *Disabled* mean You are unable to perform all of the Material Duties of any Gainful Occupation.

Disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with the Policyholder.

*Eligible Survivor* means Your Spouse, if living; otherwise, it means Your Dependent Child under age 26. An eligible survivor must be living at the time of Your death.

*Elimination Period* means the number of days of Disability which must be satisfied before You are eligible to receive benefits. The elimination period is shown in the Schedule.

*Employee* means a person who is:

- a) a citizen or permanent resident of the United States; or
- b) lawfully and legally able to work in the United States pursuant to applicable federal and state laws; and
- c) receiving compensation from the Policyholder for work performed for the Policyholder at:
  1. the Policyholder's usual place of business;
  2. an alternative work site at the direction of the Policyholder; or
  3. a location to which the employee must travel to perform the job.

An employee does not include a person:

- a) who resides outside the United States for a period in excess of 12 consecutive months unless written approval has been received from Our authorized representative in Our home office;
- b) working on a seasonal or temporary basis; or
- c) performing services for the Policyholder as an independent contractor, including persons reporting income on a 1099 form or subject to the terms of a leasing agreement between the Policyholder and a leasing organization.

*Family* means Your Spouse, a Dependent Child, parents of You or Your Spouse, grandparents of You or Your Spouse, and brothers and sisters of You or Your Spouse.

*Family Care* means care, supervision, and/or support provided for a Qualifying Family Member on a regular basis for daily periods of less than 24 hours, whether the care is for daytime or nighttime hours. This care must be provided by an adult other than You or a person who is part of Your Family.

*Full-Time* means working the required number of hours to be considered a full-time employee of the Policyholder.

*Gainful Occupation* means an occupation for which You are reasonably fitted by training, education or experience.

*Gross Monthly Benefit* means Your Monthly Benefit amount before any reduction for Other Income Sources and Current Earnings.

*Hospital* means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

*Injury* means an accidental bodily injury that requires treatment by a Physician. It must result in loss independently of Sickness and other causes. Disability resulting from an injury must occur while You are insured under the Policy.

*Material Duties* means the essential tasks, functions, and operations relating to an occupation that cannot be reasonably omitted or modified. In no event will We consider working an average of more than the required Full-Time hours per week in itself to be a part of material duties. One of the material duties of Your Regular Occupation is the ability to work for an employer on a full-time basis.

*Maximum Capacity* means, based on Your medical restrictions and limitations:

- a) during the first 24 months of Disability payments, the greatest extent of work You are able to do in Your Regular Occupation; and
- b) after 24 months of Disability payments, the greatest extent of work You are able to do in any occupation that is reasonably available and for which You are reasonably fitted by education, training, or experience.

*Maximum Monthly Benefit* means the maximum dollar amount of disability benefit You may receive per month as shown in the Schedule.

*Medically Necessary* means care that is ordered, prescribed, or rendered by a Physician or Hospital, and is determined by Us, or a qualified party or entity selected by Us, to be:

- a) provided for the diagnosis or direct treatment of Your Injury or Sickness;
- b) appropriate and consistent with the symptoms and findings or diagnosis and treatment of Your Injury or Sickness; and
- c) provided in accordance with generally accepted national professional standards and/or medical practice.

*Mental Disorder* means any condition or disease, regardless of its cause, listed in the most recent edition of the International Classification of Diseases (ICD) and the Diagnostic and Statistical Manual of Mental Disorders (DSM) as a mental disorder. Not included in this definition are conditions or diseases related to Alcohol and Drug Abuse and/or Substance Abuse.

*Monthly Benefit* means the amount of disability benefit You may receive per month as described in the Schedule.

*Our, We, Us* means United of Omaha Life Insurance Company.

*Physician* means any of the following licensed practitioners:

- a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- b) a licensed doctoral clinical psychologist;
- c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- d) a licensed physician's assistant (PA) or nurse practitioner (NP); or
- e) where required by law, any other licensed practitioner of a healing art who is acting within the scope of his/her license.

A physician does not include:

- a) a naturopathic doctor;
- b) an acupuncturist;
- c) a physician in training; or
- d) You, Your Spouse, any person who lives with You, a child, brother, sister or parent of You or Your Spouse.

*Plan Administrator* means the person or entity designated as the plan administrator for the Policyholder's group disability welfare benefit plan.

*Policy* means the group policy issued to the Policyholder by Us, including this Certificate.

*Policy Anniversary* means July 1 of each Policy Year.

*Policy Effective Date* means July 1, 2018.

*Policy Year* means the period commencing on the Policy Effective Date and ending on the next succeeding Policy Anniversary and, thereafter, each 12-month period commencing on the Policy Anniversary.

*Policyholder's Retirement Plan* means any Retirement Plan:

- a) which is part of any federal, state, county, municipal, or association retirement system; and
- b) for which You are eligible as a result of employment with the Policyholder.

*Proof of Earnings* means:

- a) copies of Your U.S. individual income tax returns and business income tax returns, including all forms, schedules and attachments, if applicable;
- b) payroll records; and
- c) any other records We request.

*Qualifying Family Member* means:

- a) a Dependent Child under the age of 12; or
- b) a member of Your Family living with You who is mentally or physically handicapped and dependent upon You for support and maintenance.

*Regular and Appropriate Care and Treatment* means You visit and receive care and treatment from a Physician as frequently as is medically required, to effectively manage and treat Your Injury or Sickness. Such care and treatment must be:

- a) Medically Necessary;
- b) received from a Physician whose expertise, medical training, and clinical experience are suitable for treating Your Injury or Sickness; and
- c) received primarily is to improve Your medical condition and thereby aid in Your ability to return to work.

*Regular Occupation* means the occupation You are routinely performing when Your Disability begins. Your regular occupation is not limited to Your specific position held with the Policyholder, but will instead be considered to be a similar position or activity based on job descriptions included in the most current edition of the U.S. Department of Labor Dictionary of Occupational Titles (DOT). We have the right to substitute or replace the DOT with another service or other information that We determine to be of comparable purpose, with or without notice. To determine Your regular occupation, We will look at Your occupation as it is normally performed in the national economy, instead of how work tasks are performed for a specific employer, at a specific location, or in a specific area or region.

*Retirement Plan* means a plan which:

- a) provides benefits to You, either in a lump sum or in the form of periodic payments, upon the later of:
  1. early or normal retirement as defined in the plan or under the U.S. Social Security Act; or
  2. disability, if the payment does not reduce the amount of money which would have been paid at the normal retirement age under the plan if the disability had not occurred; and
- b) is not funded wholly by Your contributions.

A retirement plan shall not include a profit-sharing plan or a plan such as a 401(k), a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, or a Deferred Compensation plan.

*Sickness* means a disease, disorder or condition, including pregnancy, that requires treatment by a Physician. Disability resulting from a sickness must occur while You are insured under the Policy. Sickness does not include elective or cosmetic surgery or procedures, or resulting complications. Sickness includes the donation of an organ in a non-experimental organ transplant procedure.

*Spouse* means the person to whom You are legally married, or Your domestic partner, civil union partner or equivalent, as recognized and allowed by federal law, or by state law in Your state of residence.

*You, Your* means the Employee who is insured under the Policy.





**Group Long-Term Disability Benefits**

**Berrien Regional Education Service Agency**

**Group Number: G000BD97**

**United of Omaha Life Insurance Company**

**Home Office:  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175**



**Mutual of Omaha**