



PRAIRIE HEIGHTS COMMUNITY SCHOOL CORPORATION  
LA GRANGE, INDIANA

ALL PERMANENT FULL-TIME, ACTIVE EMPLOYEES  
EXCLUDING BUS DRIVERS IN ACTIVE EMPLOYMENT

*Certificate of Insurance*

**GROUP LONG TERM  
DISABILITY  
INSURANCE**



Administered by: National Insurance Services of WI, Inc.



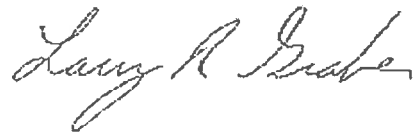
MADISON NATIONAL LIFE INSURANCE COMPANY, INC.  
Mailing Address: P.O. Box 5008, Madison, Wisconsin 53705

(HEREIN CALLED THE COMPANY)

Certifies that it has issued the group insurance policy shown below and that, subject to the terms of that policy, the named employee is insured for the benefits described in this Certificate. The initial coverage shown in the Schedule of Benefits is the coverage in effect on the certificate date if the employee is in active service on that date; otherwise, upon his or her return to active service.

Policyholder: TRUSTEE OF THE SCHOOLS INSURANCE FUND

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

A handwritten signature in black ink, appearing to read "Larry R. Grabe". The signature is fluid and cursive, with the first name "Larry" being the most prominent.

President

FORM LTD-2 CERT.



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\*These optional provisions may or may not be part of your group plan. You will not have pages in the Certificate for those not part of your group plan.

\*\*This provision will be included as a standard provision in all states where it has been filed and approved. You will not have pages in the Certificate if it has not been filed and approved in your state.

--TC--

FORM LTD-2 CERT.



# SCHEDULE OF BENEFITS

FOR

ALL PERMANENT FULL-TIME, ACTIVE EMPLOYEES  
EXCLUDING BUS DRIVERS IN ACTIVE EMPLOYMENT

PRAIRIE HEIGHTS COMMUNITY SCHOOL CORPORATION  
LA GRANGE, INDIANA

Carrier Number: 6266

Group Effective Date: May 1, 2002\*

Benefit Percentage	Maximum Benefit Period		Elimination Period
66-2/3% of Basic earnings	<u>Age at Disablement</u>	<u>Duration of Benefits</u>	90 Consecutive Calendar Days
	59 or younger	To Age 65, but not less than 5 years	
	60	5 years	
	61	4 years	
	62	3-1/2 years	
	63	3 years	
	64	2-1/2 years	
	65	2 years	
	66	1-3/4 years	
	67	1-1/2 years	
	68	1-1/4 years	
	69 and over	1 year	

\*Revised on November 9, 2007

Maximum Annual Covered Salary: \$90,000.00

Maximum Monthly Benefit: \$5,000.00

Minimum Monthly Benefit: Greater of \$100 or 10% of Gross Monthly Benefit

SPECIAL PROVISIONS FOR ALL PERMANENT FULL-TIME, ACTIVE EMPLOYEES EXCLUDING BUS DRIVERS IN ACTIVE EMPLOYMENT OF PRAIRIE HEIGHTS COMMUNITY SCHOOL CORPORATION:

Minimum Hour Requirement For Active Service:

19 hours per week

Individual Terminations:

Under 'SECTION V – INDIVIDUAL TERMINATION', under '6.', item 'e.' is hereby added as follows:

'e. you are eligible to continue your insurance due to the following leaves:

- i. you may continue your insurance due to a Leave of Absence or due to a temporary Lay-off until the end of the month following the month in which the leave commenced.'

Probationary Period:

None

Cumulative Elimination Period:

If you have been Totally Disabled during the Elimination Period, then return to Active Work and again become Totally Disabled from the same or a related cause while the Policy is in force, the Elimination Period will be affected as follows:

- If your return to Active Work is for a total of 30 consecutive days or less, the Company will count the Elimination Period from the first day of the original period of Total Disability. The Elimination Period will be increased by the number of days of return to Active Work.
- If your return to Active Work is for a total of 31 or more consecutive days, the Elimination Period will start over and apply to the new period of Total Disability.

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

Basic Earnings:

Under 'SECTION I – DEFINITIONS', the definition of ' "Basic earnings" ' is hereby deleted in its entirety and replaced with:

"Basic earnings" (*Teachers only*) means 1/12<sup>th</sup> of your annual Teachers contract salary in effect just prior to your date of disability. Annual salary is your total income before taxes and any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. It does not include income received from commissions, bonuses, overtime pay, or any other extra compensation, or income received from sources other than your Employer.

"Basic earnings" (*All Other Employees*) means your gross monthly income from your Employer in effect just prior to your date of disability. It includes your total income before taxes, but does not include deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. It does not include income received from commissions, bonuses, overtime pay, or any other extra compensation, or income received from sources other than your Employer.'



PAGE TWO OF THE SPECIAL PROVISIONS FOR ALL PERMANENT FULL-TIME, ACTIVE EMPLOYEES EXCLUDING BUS DRIVERS IN ACTIVE EMPLOYMENT OF PRAIRIE HEIGHTS COMMUNITY SCHOOL CORPORATION:

Coordination With Other Income Benefits:

- Under insert page 'A(1)' entitled 'Other Income Benefits', under item '6.', item 'a. any salary continuation plan;' is hereby deleted in its entirety.
- The Company will NOT count as Other Income Benefits any automatic or other general cost of living increases in the amounts of benefits payable by any of the sources described in benefit 'A(1)' of this Certificate.

Survivor Benefit:

Benefit 'E', entitled 'Survivor Benefit' shall apply. However, the third and fifth paragraphs are deleted in their entirety and replaced with:

'The benefit will be an amount equal to three times your Gross Monthly Benefit. "Gross Monthly Benefit" means the benefit amount before subtraction of deductible sources of income and disability earnings.'

Residual Disability:

"Residual Disability" and "Residually Disabled" mean your inability, as a result of Sickness or Injury, to perform all the material and substantial duties of your regular occupation on a full-time basis while you are, in fact:

1. performing at least one of the material and substantial duties of your regular occupation or any other occupation on a part-time or full-time basis; and
2. due to the same Sickness or Injury currently earning at least 20% less per month than your Indexed Pre-Disability Earnings.

The amount of the Monthly Benefit for Residual Disability will equal the lesser of: the Benefit Percent times your Basic monthly earnings; or the amount of the Maximum Monthly Benefit, less all of the sources listed under Other Income Benefits.

However, if you are earning more than 20% of your Indexed Pre-disability Earnings in your regular occupation or any other occupation, then the Monthly Benefit for Residual Disability will be figured as follows:

1. During the first 12 months of Residual Disability, the Monthly Benefit will not be reduced by any income from employment until the gross Monthly Benefit plus the monthly income from employment exceeds 100% of the Indexed Pre-Disability Earnings. The Monthly Benefit will then be reduced by that excess amount.
2. After the first 12 months of Residual Disability, the formula used to figure the Monthly Benefit will be:

(A divided by B) multiplied by C, where --

"A" is your Indexed Pre-Disability Earnings minus your income from employment received while you are disabled.

"B" is your Indexed Pre-Disability Earnings.

"C" is the Monthly Benefit as figured during the first 12 months of Residual Disability.

PAGE THREE OF THE SPECIAL PROVISIONS FOR ALL PERMANENT FULL-TIME, ACTIVE EMPLOYEES EXCLUDING BUS DRIVERS IN ACTIVE EMPLOYMENT OF PRAIRIE HEIGHTS COMMUNITY SCHOOL CORPORATION:

Residual Disability (Continued):

Residual Disability Benefits will cease on the earliest of:

1. the date you are no longer disabled;
2. the date you die;
3. the end of the Maximum Benefit Period;
4. the date your current earnings exceed 80% of your Indexed Pre-Disability Earnings;
5. the date you retire.

Full Maternity Coverage:

Pregnancy, childbirth and related medical conditions shall be regarded as a Sickness and shall be subject to all the provisions of the Policy relating to Sickness. However, your inability to engage in your own or any occupation shall not be due to lack of presentability or childrearing.

Mental Illness Limitation:

Disabilities due to Sickness or Injury, which are primarily based on self-reported symptoms and disabilities due to mental illness and substance abuse have a limited pay period of 24 months.

We will continue to send you payments beyond the 24 month period if you meet one or both of these conditions:

1. If you are confined to a hospital or institution at the end of the 24 month period, we will continue to send you payments during your confinement.

If you are still disabled when you are discharged, we will send you payments for a recovery period of up to 90 days.

If you become re-confined at any time during the recovery period and remains confined for at least 14 days in a row, we will send you payments during that additional confinement and for one additional recovery period up to 90 more days.

2. In addition to item 1., if, after the 24 month period for which you have received payments, you continue to be disabled and subsequently become confined to a hospital or institution for at least 14 days in a row, we will send payments during the length of the re-confinement.

We will not pay beyond the limited pay period as indicated above, or the Maximum Benefit Period, whichever occurs first.

We will not apply the mental illness limitation to dementia, if it is a result of:

- Stroke;
- Trauma;
- Viral infection;
- Alzheimer's disease; or
- Other conditions not listed which are not usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs, or other similar methods of treatment.

PAGE FOUR OF THE SPECIAL PROVISIONS FOR ALL PERMANENT FULL-TIME, ACTIVE EMPLOYEES EXCLUDING BUS DRIVERS IN ACTIVE EMPLOYMENT OF PRAIRIE HEIGHTS COMMUNITY SCHOOL CORPORATION:

*Mental Illness Limitation (Continued):*

“Hospital or Institution” means an accredited facility licensed to provide care and treatment for the condition causing your disability.

“Mental Illness” means a psychiatric or psychological condition regardless of cause such as schizophrenia, depression, manic depressive or bipolar illness, anxiety, personality disorders and/or adjustment disorders or other conditions. These conditions are usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs, or other similar methods of treatment. “Substance abuse” includes alcoholism and the taking of a prescription or controlled drug in a manner not prescribed or recommended by a physician.

“Self-Reported Symptoms” means the manifestations of your condition which you tell your physician, that are not verifiable using tests, procedures or clinical examinations standardly accepted in the practice of medicine. Examples of self-reported symptoms include, but are not limited to headaches, pain, fatigue, stiffness, soreness, ringing in ears, dizziness, numbness, and loss of energy.

TC/H/N(2)/A(1)/B/E/K/AMEND-3/AMEND35



## SECTION I - DEFINITIONS

"Active service" means you must be working:

1. for the employer on a permanent full-time basis and paid regular earnings;
2. at least 600 hours per year unless otherwise specified in the Schedule of Benefits; and either
3. at the employer's usual place of business; or
4. at a location to which the employer's business requires you to travel.

You will be deemed to be in active service on each day of a regular paid vacation or on a regular nonworking day on which you are not disabled if you were in active service on the last preceding regular working day.

"Basic earnings" means your base wage of earnings received from the employer immediately prior to the date total disability starts. Basic earnings are based on your normal work week, but in no event for a work week of more than 40 hours. Basic earnings do not include bonus, overtime, or any plan of deferred or extra income. If the Schedule of Benefits so states, basic earnings will include base earnings plus earnings for extracurricular activities agreed to as part of your employment contract.

"Company" means Madison National Life Insurance Company, Inc.

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

"Eligibility date" means the date you become eligible for insurance under the policy. Classes eligible are shown in the Schedule of Benefits.

"Elimination period" means a period of consecutive dates of total disability for which no benefit is payable. The elimination period is shown in the Schedule of Benefits and begins on the first day of total disability.

"Employee" is as defined in the Schedule of Benefits.

"Employer" means any employer who:

1. executes a Joinder Agreement with the Trustee of The Schools Insurance Fund; and
2. designates the Trustee as the entity to act as policyholder for it in conjunction with providing benefits described in the policy.

"Injury" means bodily injury resulting directly from an accident and independently of all other causes. The injury must occur and total disability must begin while you are insured under the policy.

"Insured" means an employee insured under the policy.

"Joinder Agreement" means an agreement made between an employer and the policyholder and approved by the Company to provide insurance under the policy.

"Monthly benefit" means the amount payable by the Company to you if and when you are a disabled insured.

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

"Physician" means a person who is:

1. operating within the scope of his or her license; and either
2. licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
3. legally qualified as a medical practitioner and required to be recognized under the policy for insurance purposes, according to the insurance statutes or the insurance regulations of the governing jurisdiction.

It will not include you or your spouse, daughter, son, father, mother, sister or brother.

"Policy" means the Group Long Term Disability Insurance Policy under which your Certificate is issued.

"Policyholder" means the policyholder named in this Certificate.

"Probationary period," as shown in the Schedule of Benefits, means the continuous length of time you must serve in an eligible class to reach your eligibility date.

"Retirement date" means the earlier of:

1. the first date as of which you apply for and receive retirement benefits under any pension plan to which the employer contributes; or
2. the first date as of which you apply for and receive retirement benefits under any state or federal government retirement plan or social security law. This does not include benefits which are payable solely for disability or solely because of employment or service with a state or federal governmental unit.

You must apply for any retirement benefits for which you are eligible no later than your 65th birthday. If no application is made at that time, the benefits under the policy shall be reduced by the estimated amount of benefits for which you are eligible.

"Sickness" means illness or disease which causes total disability. The total disability must begin while you are insured under the policy.

"Total disability" and "totally disabled" mean that because of injury or sickness:

1. you cannot perform each of the substantial and material duties of your regular occupation; and
2. after benefits have been paid for 24 months, you cannot perform each of the substantial and material duties of any gainful occupation for which you are reasonably fitted by training, education or experience; and
3. you are under the regular care and attendance of a physician. "Regular care and attendance" means observation and treatment by a physician. Such care and attendance is as required by current standards of medicine for the injury or sickness causing total disability.

"You" and "your" means the person named in this Certificate.

## SECTION II - ELIGIBILITY AND EFFECTIVE DATES

### A. ELIGIBLE CLASSES

The classes eligible for insurance are shown in the Schedule of Benefits.

### B. ELIGIBILITY DATE

An employee in an eligible class will be eligible for insurance on the later of:

1. the Group Effective Date shown in the Schedule of Benefits; or
2. the day after you complete the probationary period.

### C. EFFECTIVE DATES OF INSURANCE

1. Insurance will be effective at 12:01 a.m. on the day determined as follows, but only if your written application for insurance is:
  - a. made with the Company through your employer; and
  - b. on a form satisfactory to the Company.
2. You will be insured on your eligibility date if you are not required to contribute to the cost of your coverage under the policy.
3. If you are required to contribute to the cost of your coverage under the policy, you will be insured on the latest of these dates:
  - a. your eligibility date, if you have made written application for insurance on or before this date;
  - b. the date you make written application for insurance, if you do it on or before the 31st day after your eligibility date;
  - c. the date the Company gives its approval, if you:
    - i. make written application for insurance more than 31 days after your eligibility date; or
    - ii. terminated your insurance while continuing to be eligible.

In the case of i. and ii. above, you must submit an application and evidence of insurability to the Company for approval. This will be at your expense.

4. Delayed Effective Date for Insurance - The effective date of any initial, increased or additional insurance will be delayed for you if you are not in active service because of a disability. The initial, increased or additional insurance will start on the date you return to active service.

### SECTION III - BENEFITS

#### A. TOTAL DISABILITY

When the Company receives proof that you are totally disabled due to sickness or injury, the Company will pay you a monthly benefit after the end of the elimination period. The benefit will be paid for the period of total disability if you give to the Company proof of continued total disability.

The proof must be given upon request and at your expense. The monthly benefit will not:

1. exceed your amount of insurance; nor
2. be paid for longer than the maximum benefit period.

The amount of insurance and the maximum benefit period are shown in the Schedule of Benefits.

#### B. MONTHLY BENEFIT

To figure the amount of monthly benefit:

1. Multiply your basic monthly earnings by the benefit percentage shown in the Schedule of Benefits.
2. Take the lesser of the amount:
  - a. determined in step 1 above; or
  - b. of the maximum monthly benefit shown in the Schedule of Benefits; and
3. Deduct other income benefits from this amount. Other income benefits are shown in the "Other Income Benefits" provision of this Certificate.

The monthly benefit payable will never be less than the minimum monthly benefit shown in the Schedule of Benefits.

#### C. PRESUMPTION OF CERTAIN COVERAGES

It is presumed that you:

1. are covered: under the Federal Social Security Act; and a state teacher's retirement fund or a state retirement fund;
2. agree to apply for those benefits and/or any income benefit to which you may be entitled;
3. are getting periodic cash payments under such programs in an amount equal to the amount you or your dependents would receive were they receiving such payments.

If for any reason you are not eligible for Social Security, state teacher's, or state retirement benefits, at time of notice of claim, you must give notice with evidence that you are not so eligible.

#### D. LUMP SUM PAYMENTS

Other income benefits which are paid in a lump sum will be prorated on a monthly basis over the time period for which the sum is given. If no time period is stated, the sum will be prorated on a monthly basis over your expected lifetime as determined by the Company.



E. **TERMINATION OF THE MONTHLY BENEFIT**

The monthly benefit will cease on the earliest of:

1. the date you cease to be totally disabled;
2. the date you die; or
3. the end of the maximum benefit period.

F. **WAIVER OF PREMIUM**

Premium payments for you will be waived during any period for which benefits to you are payable. Premium payments may be resumed following a period during which they are waived.

**SECTION IV - EXCLUSIONS AND LIMITATIONS**

A. **GENERAL EXCLUSIONS**

The policy does not cover any total disability:

1. due to war, declared or undeclared, or any act of war;
2. due to any act of international armed conflict or conflict involving the armed forces of any country;
3. while you are in the armed forces of any country or international authority;
4. due to your attempted suicide while sane or insane;
5. as a result of your intentionally self-inflicted injuries;
6. as a result of your committing of or attempting to commit a felony or any type of assault or battery;
7. as a result of your participation in a riot;
8. as a result of your engaging in an illegal activity.

B. If your Certificate contains a pre-existing condition exclusion, it will be found on page K of this Certificate.

C. Your Certificate will contain one of the following pages regarding mental illness coverage and limitations: L(1); L(2); or L(5). Please read this page carefully.

**SECTION V - INDIVIDUAL TERMINATION**

You will cease to be insured on the earliest of the following dates:

1. the date the policy terminates.
2. the date the employer's Joinder Agreement terminates.
3. the date you are no longer in an eligible class.
4. the date your class is no longer included for insurance.
5. the last day for which you made any required contribution.

6. the date your employment terminates. Cessation of your active employment will be deemed termination of employment, except:
  - a. the insurance will be continued for you if you are absent due to total disability during:
    - i. the elimination period; and
    - ii. the period during which premium is being waived.
  - b. for paid sabbatical leaves, if you are a professional employee, subject to the following:
    - i. premium and benefit payments are based upon your last active salary;
    - ii. 100% of the employees on paid sabbatical leave must be covered; and
    - iii. this coverage is limited to a period of not more than one year.
  - c. unpaid sabbatical leaves, if you are a professional employee, subject to the following:
    - i. coverage would exist, but no benefits will be paid during the year of unpaid leave;
    - ii. unpaid leave is limited to one year, and either a signed contract or some written agreement that you would be returning to work the following year must exist;
    - iii. the elimination period begins with the beginning of the school year when you would have returned to work;
    - iv. premium and benefit payments are based upon your last active salary; and
    - v. 100% of the employees on unpaid leave would be required to participate in this coverage.
  - d. if you are a contract day employee and if you do not terminate your employment prior to the end of the required working days as stated in your contract, your active service will be deemed to continue until the first required working day of the next contract year.
7. your retirement date.

## **SECTION VI - GENERAL POLICY PROVISIONS**

### **A. STATEMENTS**

In the absence of fraud, all statements made in any application are considered representations and not warranties (absolute guarantees). No representation by:

1. the policyholder in applying for the policy will make it void unless the representation is contained in the application; or
2. you in applying for insurance under the policy will be used to reduce or deny a claim unless a copy of the application for insurance is or has been given to you.

No statement of the policyholder, except a fraudulent misstatement, shall be used to void the policy after it has been in force for two years. No statement of yours, except a fraudulent misstatement, shall be used in defense to a claim for total disability after your insurance has been in effect for two years.

B. COMPLETE CONTRACT - POLICY CHANGES

1. The policy is the complete contract. It includes:
  - a. the application of the policyholder;
  - b. each employee's application for insurance.
2. The policy may be changed in whole or in part. Only an officer of the Company can approve a change. The approval must be in writing and endorsed on or attached to the policy.
3. No other person, including an agent, may change the policy or waive any part of it.

C. GRACE PERIOD

If the policyholder does not pay in full any renewal premium on or before its due date, the policyholder will have a grace period in which to pay that renewal premium. The policy will remain in force during the grace period. If the premium is not paid in full before the grace period ends, the policy will end on the last day of the grace period.

The grace period will end 31 days after the premium due date. If the policyholder gives written notice to the Company at its Home Office, before or during the grace period, that it desires to end the policy before the end of the grace period, the policy will end either on the date the notice is received by the Company at its Home Office or on the date stated in the notice, whichever is later.

D. CLERICAL ERROR

Clerical error or omission will not:

1. deprive you of insurance;
2. affect your amount of insurance; or
3. effect or continue your insurance which otherwise would not be in force.

E. MISSTATEMENTS OF FACTS

If relevant facts about you were not accurate:

1. a fair adjustment of premium will be made; and
2. the true facts will decide if and in what amount insurance is valid under the policy.

F. NOTICE OF CLAIM

1. Written notice of claim must be given to the Company within 60 days of the date total disability starts, if that is possible. If that is not possible, the Company must be notified as soon as it is reasonably possible to do so.
2. When the Company has the written notice of claim, it will send you its claim forms. If the forms are not received within 15 days after written notice of claim is sent, you can send the Company written proof of claim without waiting for the form.

G. PROOF OF LOSS

1. Proof of loss must be given to the Company. This must be done no later than 90 days after the end of the period for which the Company is liable.
2. If it is not possible to give proof within these time limits, it must be given as soon as reasonably possible. But proof of loss may not be given later than one year after the time proof is otherwise required, except in the absence of legal capacity.

H. PHYSICAL EXAMINATION AND AUTOPSY

The Company, at its own expense, will have the right and opportunity to have you, if your injury or sickness is the basis of a claim, examined by a physician or vocational expert of its choice. This right may be used as often as reasonably required. The Company may also have an autopsy made when it is not forbidden by law.

I. LEGAL ACTIONS

You or your authorized representative cannot start any legal action:

1. until 60 days after proof of loss has been given; nor
2. more than three years after the time proof of loss is required.

J. TIME OF PAYMENT OF CLAIMS

When the Company receives proof of loss, benefits payable under the policy will be paid monthly during any period for which the Company is liable.

K. PAYMENT OF CLAIMS

Benefits will be paid to you. The survivor benefit will be paid to the survivor, if any, as described in the provision "Survivor Benefit." If there is no survivor, they are payable in accordance with the beneficiary designation in effect at the time of payment. If none is then in effect, the benefits will be paid to your estate. Any other benefits unpaid at death may be paid, at the Company's option, either to your beneficiary or estate. If benefits are payable to your estate or a beneficiary who cannot execute a valid release, the Company can pay benefits up to \$1,000.00 to someone related to you or your beneficiary by blood or marriage whom the Company considers to be entitled to the benefits. The Company shall be discharged to the extent of any such payment made in good faith.

L. WORKERS' COMPENSATION

The policy is not in lieu of, and does not affect, any requirement for coverage by Workers' Compensation Insurance.

M. AGENCY

For all purposes of the policy, the policyholder acts on its own behalf or as agent of the employee. Under no circumstances will the policyholder be deemed the agent of the Company without a written authorization.

N. EMPLOYER'S GROUP NUMBER

Each employer will have its own group number. This number is shown on your Schedule of Benefits.

INSERT PAGES

### **Continuity of Coverage Upon Transfer of Insurance Benefits**

In order to prevent loss of coverage for an employee because of a transfer of insurance carriers, the policy will provide coverage for certain employees as follows:

#### **Failure to be in Active Service Due to Injury or Sickness.**

The policy will cover, subject to premium payments, employees:

1. insured with the prior carrier at the time of transfer; and
2. who are not in active service due to injury or sickness.

The benefit payable will be that which would have been paid by the prior carrier had coverage remained in force, less any benefit for which the prior carrier is liable.

#### **Disability Due to a Pre-existing Condition.**

Benefits may be payable for a total disability due to a pre-existing condition for an employee who:

1. was insured by the prior carrier at the time of transfer; and
2. was in active service and insured under this policy on its effective date.

The benefit will be determined according to the Schedule of Benefits if the employee satisfies the pre-existing condition exclusion under:

1. this policy; or
2. the prior carrier's policy, giving consideration towards continuous time insured under both policies.

No benefit will be paid if the employee cannot satisfy the pre-existing condition exclusion of 1. and 2. above.

-H-

FORM LTD-2 CERT.

### **Calculation of Periodic Benefits Claim Benefit Method "B"**

After serving the elimination period, the monthly benefit will be determined by dividing your yearly pay by twelve.

#### **Basis of Monthly Benefit:**

Your amount of monthly benefit is determined by your contract pay of basic earnings on the day you become disabled.

#### **Amount of Benefit for Part of a Month:**

A monthly benefit may be payable for less than a full month. If so, the amount of monthly benefit for such time shall be proportionally reduced.

#### **Adjustments in Amount of Monthly Benefit:**

The amount of benefit otherwise payable for any month may be reduced. It will be reduced by the amount of other income benefits, if any, as defined in the policy.

-N(2)-

FORM LTD-2 CERT.

### Other Income Benefits

Other income benefits mean those benefits shown below which are paid or would be paid if the proper claim were filed:

1. The amount for which you are paid under any:
  - a. Workers' Compensation Law;
  - b. occupational disease; or
  - c. other act or law of like intent.
2. The amount of any disability income benefits for which you are eligible under any compulsory benefit act or law.
3. The amount of any disability income benefits for which you are eligible under:
  - a. any other group insurance plan of the employer;
  - b. any state or federal government disability or retirement plan; or
  - c. any individual policy for which the employer pays some or all of the premiums.
4. The amount of benefits you are eligible to receive under the employer's retirement plan as follows:
  - a. any disability benefits;
  - b. any retirement benefits.
5. The amount of disability or retirement benefits under the United States Social Security Act, as follows:
  - a. disability or unreduced retirement benefits for which:
    - i. you are eligible; and
    - 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
    - ii. your spouse, child or children because of your receipt of reduced retirement benefits.

After the first deduction for Social Security benefits, the monthly benefit will not be further reduced due to any cost of living increase payable under Social Security.

6. Any earnings which you are eligible to receive from your employer, any other employer, or self employment for:
  - a. any salary continuation plan;
  - b. commission;
  - c. vacation pay;
  - d. bonus pay;
  - e. any other type of extra pay.
7. Auto insurance based on the principle of "no fault" coverage.

These other income benefits, except retirement benefits; must be payable as a result of the same total disability for which this policy pays a benefit.

Benefits under item 5a. above will be estimated if such benefits:

1. have not been awarded and have not been denied; or
2. have been denied, until such time as the denial is appealed through the final administrative appeals level; or
3. were at one time awarded but are now being denied, until such time as the denial is appealed through the final administrative appeals level.

If benefits have been estimated, the monthly benefit will be adjusted when the Company receives proof:

1. of the amount awarded; or
2. that benefits have been denied at the final administrative appeals level and the denial is not being appealed to the courts.

In the case of 2. above, a lump sum refund of the estimated amounts will be made.

-A(1)-

Form LTD.CERT

### **Recurrent Disability**

“Recurrent disability” means a disability which is related to or due to the same cause(s) of a prior disability for which a monthly benefit was payable.

A recurrent disability will be treated as part of the prior total disability if, after receiving total disability benefits under this policy, you:

1. return to your regular occupation on a full-time basis for less than six months; and
2. perform all the material duties of your occupation.

Benefit payments will be subject to the terms of the policy for the prior total disability.

If you return to your occupation on a full-time basis for six months or more, a recurrent disability will be treated as a new period of total disability. You must complete another elimination period.

Successive disability which results from (an) unrelated cause(s) will be deemed to be a continuation of the first disability unless separated by your return to active service for at least one full day.

### **Rehabilitation**

If you are receiving a benefit under the policy, you may enter a rehabilitation program. This program must be supervised by a physician and approved by the Company. While in such a program, you shall be deemed to be totally disabled. The monthly benefit payable, while under such a program, shall be reduced by 50 percent of any income earned by you for work done under the program.

At no time shall the monthly benefit be paid beyond the maximum benefit period.

The monthly benefit will in no event be less than the minimum monthly benefit.

-B-

FORM LTD-2 CERT.

### **Survivor Benefit**

“Eligible survivor” means your spouse, if living, otherwise your children under age 25. “Children” shall include legally adopted children and step-children who are living with you in a parent-child relationship at the time of your death.

The Company will pay a benefit to the eligible survivor when proof is received that you died:

1. after total disability had continued for 180 or more days in a row; and
2. while receiving a monthly benefit.

The benefit will be an amount equal to three times your last monthly benefit, or as otherwise stated in the Schedule of Benefits.

If payment becomes due to your children, payment will be made to:

1. the children; or
2. a person named by the Company to receive payments on the children’s behalf. This payment will be valid and effective against all claims by others representing or claiming to represent the children.

“Last monthly benefit” means the monthly benefit paid to you immediately prior to your death but not including any reduction for wages earned while in rehabilitative employment.

-E-

FORM LTD-2 CERT.

### **Pre-existing Condition Exclusion**

The policy will not cover any total disability:

1. caused by, contributed to by, or resulting from a pre-existing condition; and
2. which begins in the first 12 months after your effective date.

“Pre-existing condition” means a sickness or injury for which you had received medical treatment, consultation, care or services including diagnostic measures, or had taken prescribed drugs or medicines in the three months prior to your effective date.

If you are:

1. totally disabled due to a pre-existing condition on the day which is 12 months after your effective date; and
2. after that day, return to active service for at least five days in a row; and
3. again become disabled due to the same pre-existing condition; then
4. this pre-existing condition exclusion shall not apply to the new period of total disability.

-K-

FORM LTD-2 CERT.



AMENDMENT NO. 3

TO BE ATTACHED TO AND MADE PART OF THE CERTIFICATE

ISSUED TO: Schools Insurance Fund Trust

It is agreed that the above certificate be amended, effective April 1, 1996, as follows.

1. Amend part VI of the certificate by adding the following provision:

SUBROGATION

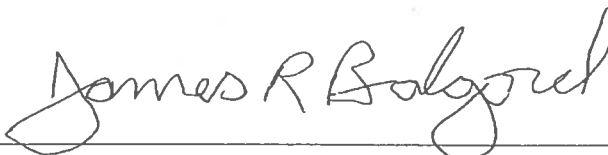
You agree that we have all rights to any damages which arise out of any injury or illness you sustain, to the extent that these benefits are provided in the policy. You also agree that the right to such damages is hereby assigned to the Company. The Company has the right to recover from anyone. The Company may not collect for damages from you unless you are fully recovered, and we take into account your degree of fault and any other factors which may reduce your damages.

The provisions and conditions set forth on any page hereof are a part of this amendment as fully as if recited over the signature hereto affixed. Nothing contained in this amendment shall change any of the terms and conditions of this certificate other than as herein stated.

Executed by the Company on April 1, 1996.

MADISON NATIONAL LIFE INSURANCE COMPANY

By: \_\_\_\_\_



Officer of the Company

SIF

AMENDMENT NO. 35

TO BE ATTACHED TO AND MADE PART OF THE CERTIFICATE

ISSUED TO: Schools Insurance Fund Trust

It is agreed that the above certificate be amended, effective January 1, 2002, as follows:

1. Amend the Section titled "General Policy Provisions" of the certificate by adding the following provision.

**Company's Right of Recovery**

The Company will not pay Benefits to you before you sign a Reimbursement Agreement and that Agreement is on file with the Company.

Whenever the Company has made payments to you in excess of the amount required by the provisions of this policy, or during periods of time for which you subsequently receive a retroactive benefit from any Other Income Benefit source, you will reimburse the Company for any such excess, duplicate, or erroneous payments.

Upon request, you must execute and deliver to the Company such documents as may be required and do whatever else is necessary to secure our rights to recover any excess, duplicate, or erroneous payments.

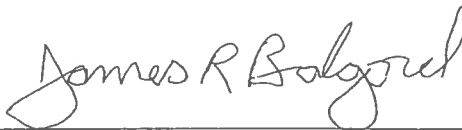
You must reimburse the Company in a satisfactory and timely manner for any payments made to which you were not entitled under the terms of this policy. Such reimbursement will be due and payable immediately upon our notification to and demand of you. Or, at our option, the subsequent payment of Benefits or the refund of any premium owed you by the Company may be reduced or refused as a setoff and applied toward such reimbursement. If you delay in notifying the Company of your receipt of an Other Income Benefit or in making reimbursement to the Company, the Company will have the right to charge interest at a reasonable rate on the delinquent amount owed the Company.

Our acceptance of premium or other fees, or our providing or paying of Benefits, does not constitute a waiver of our rights to enforce the provisions of this section in the future. The provisions of this section are in addition to, and not in lieu of, any other rights or remedies available to the Company at law or in equity.

Executed by the Company on January 1, 2002.

MADISON NATIONAL LIFE INSURANCE COMPANY

By: \_\_\_\_\_



\_\_\_\_\_  
Officer of the Company

Madison National Life

## **NOTICE TO POLICY HOLDERS**

### **We are here to serve you...**

As our policy holder, your satisfaction is very important to us. If you have a question about your policy, if you need assistance with a problem, or if you have a claim, you should first contact your insurance agent or us at:

Madison National Insurance Company  
P.O. Box 5008  
Madison, WI 53705

Toll Free Number: 1-800-356-9601

Should you have a valid claim, we fully expect to provide a fair settlement in a timely fashion.

### **If you are not satisfied...**

Should you feel you are not being treated fairly with respect to a claim, you may contact the Indiana Department of Insurance with your complaint.

To contact the Department, write or call:

Consumer Services Division  
Indiana Department of Insurance  
311 West Washington Street, Suite 300  
Indianapolis, IN 46204-2787  
1-317-232-2395 or 1-800-622-4461

Indiana (Rev. 5/95)

For service information, contact...

**SCHOOLS INSURANCE FUND**

(262) 785-9995

Toll-Free 1-800-627-3660

For claim information, contact...

**MADISON NATIONAL LIFE INSURANCE COMPANY, INC.**

1-800-356-9601

**UNDERWRITTEN BY:**

***MADISON NATIONAL LIFE  
INSURANCE COMPANY, INC.***

Mailing Address: P.O. Box 5008 · Madison, WI 53705