# YOUR GROUP PERSONAL ACCIDENT INSURANCE PLAN

For Employees of **Louisana Sheriffs Association** 

6CC000 B-15023 (09-14 DRAFT)

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This certificate provides coverage for losses due to ACCIDENTS only. It does not provide insurance coverage for sickness or losses due to sickness.

# RELIASTAR LIFE INSURANCE COMPANY Minneapolis, Minnesota 55440

ReliaStar Life Insurance Company (ReliaStar Life) certifies that it has issued the Group Policy listed below to the Policyholder. All benefits are controlled by the terms and conditions of the Group Policy.

The Group Policy is on file in the Policyholder's office. You may look at the Group Policy there.

**Group Policy Number** 68434-1PAI

Policyholder Louisana Sheriffs' Association

The certificate summarizes and explains the parts of the Group Policy which apply to you. This certificate is not an insurance policy. In any case of differences or errors, the Group Policy rules.

This certificate replaces any other certificates ReliaStar Life may have given you under the Group Policy.

Touis Cachitle

Registrar

# **SCHEDULE OF BENEFITS**

# Accidental Death and Dismemberment (AD&D) Insurance

Class
All Eligible Full-Time Employees

**Full Amount of AD&D Insurance** 

2.5 times your Basic Yearly Earnings up to a maximum of \$400,000\* and \$50,000 Line of Duty Coverage

All Eligible Part-Time Auxiliary Members and Reserve Deputies

\$50,000 Line of Duty Coverage

\*Beginning on the first of the month in which your birthday occurs ReliaStar Life decreases the amount of your insurance. ReliaStar Life pays a percentage of the amount otherwise payable as follows:

- From your 65th birthday to age 70, ReliaStar Life pays 75%,
- From your 70th birthday and after, ReliaStar Life pays 50%.

Basic Yearly Earnings – the yearly salary or wage you receive for work done for the Policyholder. It includes contributions you make through a salary reduction agreement with your employer to an Internal Revenue Code (IRC), Section 401(k), 403(b), 408(k), 457 deferred compensation arrangement, an excutive non-qualified deferred compensation arrangement, amounts contributed to your fringe benefits according to a salary reduction agreement under IRC Section 125 plan or shift differential pay. It does not include bonuses, commissions, overtime pay, any other extra compensation or your employers contributions on your behalf to any deferred compensation arrangement or pension plan.

For All Eligible Full-Time Employees, to determine benefits, your amount of insurance is rounded to the nearest \$1,000 multiple unless the amount equals a multiple of \$1,000.

# **EMPLOYEE'S INSURANCE**

# **Eligibility**

You are eligible on the later of the following dates:

- The Group Policy's Effective Date, July 1, 2014.
- The date you begin continuous service with the Policyholder.

You must meet the following conditions to become insured -

- · Be eligible for the insurance.
- · Be actively at work.
- · Apply for the insurance, if you have to pay any part of the premium.

# Effective Date of Employee's Insurance

Your insurance starts on the latest of the following dates:

- The date you become eligible.
- The date you return to active work if you are not actively at work on the date insurance would otherwise start. **Exception:** Your insurance starts on a nonworking day if you were actively at work on your last scheduled working day before the nonworking day.
- The date you apply for insurance, if you have to pay any part of the premium.

# **Effective Date of Change in Amount of Insurance**

If there is an increase in the amount of your insurance, the increase will take effect on -

- the first day of the month on or next following the date of the increase, if you are actively at work on the date of the increase.
- the date you return to active work if you are not actively at work on the first day of the month on or next following the date of the increase.
- the first day of the month on or next following the date of the increase, if the first day of the month is a nonworking day and you were actively at work on your last scheduled working day before the non-working day.

A decrease in the amount of your insurance will take effect on the date of the decrease.

### **Termination of Insurance**

Your insurance stops on the earliest of the following dates:

- The date you are no longer actively at work for the Policyholder.
- The date you are no longer eligible for insurance under the Group Policy.
- The date the Group Policy stops.
- The end of the period for which you paid premiums, if you do not make the next required premium contribution when due.
- The date you retire.

ReliaStar Life stops providing a specific benefit to you on the date that benefit is no longer provided under the Group Policy.

# Family and Medical Leave Act of 1993

Certain employers are subject to the FMLA. If you have a leave from active work certified by your employer, then for purposes of eligibility and termination of coverage you will be considered to be actively at work. Your coverage will remain in force so long as you continue to meet the requirements as set forth in the FMLA.

# **Continuation of Insurance**

If you are no longer eligible for Life Insurance because you stop active work, the Policyholder may continue your insurance. Premiums must be paid. Your continuation of insurance is subject to all other terms of the Group Policy.

The length of time your insurance continues depends on the reason you stop active work.

Your continuation of insurance stops on the earliest of the following dates:

- The end of the period for which your premiums were paid, if the next premium contribution is not paid on time.
- The date the Group Policy stops.
- The date your Life Insurance has been continued for 12 months if you stop work due to an on the job injury or disease contracted while on the job.
- The date your Life Insurance has been continued for 6 months if you stop work for reasons not defined above. (i.e law enforcement education, sickness, off the job injury, work suspension, etc.)

# **EMPLOYEE'S INSURANCE**

**Exception:** You take a leave of absence to run for sheriff and are elected, you can remain covered under the policy until you take office or rejoin the department. At such time you will be considered an active employee.

• The date your Life Insurance has been continued for 3 months if you stop work for any other reasons not defined above.

# Accidental Death & Dismemberment (AD&D) Insurance

ReliaStar Life pays this benefit for covered losses due to a covered accident. All of the following conditions must be met:

- You are covered for AD&D Insurance on the date of the accident.
- The loss occurs within 180 days of the date of the accident.
- The cause of the loss is not excluded.

Unless otherwise indicated, ReliaStar Life pays only one Full Amount for losses and benefits while the Group Policy is in effect. The Full Amount is shown on the Schedule of Benefits. For example, if you have a loss for which ReliaStar Life paid 50% of the Full Amount, ReliaStar Life pays no more than 50% of the Full Amount for the next loss.

# **AD&D Benefit**

# Covered Accident Resulting In:The benefit is:Loss of lifeFull AmountLoss of both hands, both feet or sight of both eyesFull AmountLoss of one hand and one footFull AmountLoss of speech and hearing in both earsFull AmountLoss of one hand or one foot and sight of one eyeFull AmountLoss of one hand or one foot or sight of one eye75% of Full AmountLoss of speech50% of Full AmountLoss of hearing in both ears50% of Full AmountLoss of thumb and index finger of same hand25% of Full AmountParalysis of one limb25% of Full AmountParalysis of three limbs75% of Full AmountQuadriplegiaFull AmountParaplegia50% of Full Amount

Loss of hands or feet means loss by being permanently, physically severed at or above the wrist or ankle. Loss of sight means total and permanent loss of sight. Loss of speech and hearing means total and permanent loss of speech and hearing. Loss of thumb and index finger means loss by being permanently, physically, entirely severed.

Unless otherwise indicated, ReliaStar Life does not pay a benefit for loss of use of one or both hands or feet, or thumb and index finger of the same hand.

**Quadriplegia** means total paralysis of all four limbs. **Paraplegia** means total paralysis of both lower limbs. **Hemiplegia** means paralysis of one arm and one leg on the same side of the body.

Unless otherwise indicated, paralysis must be the result of a spinal cord injury which is due to an accident. ReliaStar Life does not pay an AD&D benefit for any paralysis caused by a stroke. Paralysis must be determined by a doctor to be permanent, complete and irreversible.

Death benefits are paid to your beneficiary. Unless otherwise indicated, all other benefits are paid to you.

# **Exposure and Disappearance Benefit**

ReliaStar Life pays an Exposure benefit if:

- the loss of use of hands, feet, thumb and index finger of the same hand, or paralysis is caused by exposure to the elements, and
- is the result of a covered accident.

# ReliaStar Life pays a **Disappearance** benefit if:

- you are in a conveyance, including but not limited to an automobile, airplane, ship or train, that disappears, sinks or wrecks; and
- you disappear and your body is not found, and the disappearance is the result of a covered accident;
- a reasonable period of time, but no more than one year, has lapsed since the accident, and
- · ReliaStar Life has reviewed all evidence and there is no reason to believe that you are living.

The amount payable for the Exposure benefit is the amount of AD&D benefit otherwise payable for the loss. The amount payable for the Disappearance benefit is the Full Amount.

Exposure benefits are paid to you if living, otherwise to your beneficiary. Disappearance benefits are paid to your beneficiary.

If ReliaStar Life pays the Disappearance benefit and it is later found you are alive, the amount of benefits paid must be refunded to ReliaStar Life.

# Safe Driver Benefit

ReliaStar Life pays a **Safe Driver** benefit in addition to the AD&D benefit and subject to the exclusions listed below if you were:

- · killed due to an automobile accident, and
- · wearing a properly fastened safety belt at the time of the accident.

An additional amount will be paid if you were also driving in or riding in an automobile equipped with a factory installed airbag that operated properly upon impact.

For loss of:	The benefit is:
Life (with safety belt only)	of AD&D benefit
Life (with safety belt	to a maximum of \$25,000
and airbag)	An additional 15% of Full Amount
	of AD&D benefit
	to a maximum of \$40,000

**Automobile** means any self-propelled private passenger vehicle which has four or more tires and which is not being used for commercial purposes. **Safety belt** means a passenger restraint system properly installed in the vehicle in which you were riding. **Airbag** means an additional restraint system which inflates for added protection to the head and chest areas.

ReliaStar Life will not pay the Safe Driver benefit if the loss of life was caused directly or indirectly by any use of intoxicating liquors, marijuana, narcotic drugs, depressants or similar substances, whether or not prescribed by a doctor, by you or by the driver of the automobile in which you were riding.

Safe Driver benefits are paid to your beneficiary.

### Coma Benefit

ReliaStar Life pays a **Coma** benefit if, due to a covered accident, you are in a coma. Coma benefit payments will stop when you are no longer in a coma or when maximum benefits have been paid, whichever comes first.

In the event of:	The benefit is:
Coma	1% of Full Amount
	of AD&D benefit
	per month for up to 60 months

**Coma** means that you remain unresponsive to any stimuli and speechless for a period of time not less than 30 days, as determined by a doctor.

If you are physically and mentally incapable of receiving and cashing Coma benefit payments, then the payments instead will be made to a person legally authorized to receive the payments on your behalf.

# **Education Benefit**

ReliaStar Life pays an **Education** benefit in addition to the AD&D benefit and subject to the conditions below if you die due to a covered accident. This benefit will be paid at the end of each annual period following your death to your dependent who is enrolled as a full-time student in an accredited post-secondary institution of higher learning beyond grade 12 within 365 days following the date of your death. Benefit payments will stop if either of the following is true during the preceding annual period – the student's full-time school attendance is less than 6 months; or

<ul> <li>the student would no longer be considered your eligible dependent under the definition of dependent in the policy.</li> </ul>	lent
For: The bene	fit is:
Education	enefit years
Education benefits are paid to each eligible dependent student, or to the dependent's legal guardia	ın.
<ul> <li>Training Benefit</li> <li>If you die due to a covered accident, ReliaStar Life will pay a Training benefit in addition to the AD benefit for the actual cost of any professional or trade training program in which your spouse has enrolled. The Training benefit is subject to the following conditions:</li> <li>the training program must be for the purpose of obtaining an independent source of support and tenance; and</li> <li>the actual cost must be incurred within 30 months of your death.</li> </ul>	
For: The bene	fit is:
Training An additional 5% of Full Ar of AD&D b to a maximum of \$1	enefit
Training benefits are paid to your spouse.	
<b>Transportation Benefit</b> ReliaStar Life pays a <b>Transportation</b> benefit in addition to the AD&D benefit if you die due to a coaccident that occurs at least 75 miles from your primary residence.	vered
For:	fit is:
Transportation	enefit
Transportation benefits are paid to your beneficiary.	
Child Care Benefit ReliaStar Life pays a Child Care benefit in addition to the AD&D benefit if you die due to a covere accident, and your dependent child under age 13 years is enrolled in a licensed day care center w 90 days of your death. This benefit is paid on behalf of each eligible dependent child at the end of each annual period following your death. Benefit payments will stop if either of the following is true during the preceding annual period —  • your dependent child does not attend a licensed day care center for at least 1000 hours; or  • your dependent child is not under age 13 years for any part of that year.	ithin f
For: The bene	fit is:

to a maximum of \$5,000 per year Child Care benefits are paid to the person who has incurred the cost of day care expenses for your eligible dependent child.

of AD&D benefit

per year for up to 6 years

# **Common Carrier Benefit**

ReliaStar Life pays a **Common Carrier** benefit in addition to the AD&D benefit if you suffer a covered loss due to an accident, and the loss occurs while traveling:

- · as a fare paying passenger,
- in or on or entering into or alighting from a public conveyance, and
- the public conveyance is operated by a licensed common carrier for passenger service.

For:

Common Carrier

An additional 100% of the AD&D benefit otherwise payable for this loss to a maximum of \$200,000

Common Carrier benefits are paid to you if living, otherwise to your beneficiary.

# **Occupational Assault Benefit**

ReliaStar Life pays an **Occupational Assault** benefit in addition to the AD&D benefit if you suffer a covered loss due to an accident, **and:** 

- the loss is due to an intentional and unlawful act of physical violence directed at you by another person,
- you are actively at work, performing assigned duties on behalf of the Policyholder at the time of the assault, and
- a report of criminal activity has been filed on your behalf with the appropriate law enforcement authority within 48 hours of the assault.

Occupational Assault benefits are paid to you if living, otherwise to your beneficiary.

# Line of Duty Benefit

ReliaStar Life pays a **Line of Duty** benefit if your death and other covered AD&D losses are the result of a covered accident that occurred while you were performing in your own occupation and while in the line of duty.

**Line of Duty** means any action that you are authorized or obligated to perform by law, rule, regulation or condition of employment or service.

For: The benefit is:

# **Accidental Death and Dismemberment Exclusions**

ReliaStar Life does not pay benefits for loss directly or indirectly caused by any of the following:

- Suicide or intentionally self-inflicted injury, while sane or insane.
- · Physical or mental illness.
- Bacterial infection or bacterial poisoning. Exception: Infection from a cut or wound caused by an accident.
- · Riding in or descending from an aircraft as a pilot or crew member.
- Any armed conflict, whether declared as war or not, involving any country or government.
- Injury suffered while in the military service for any country or government.
- · Injury which occurs when you commit or attempt to commit a crime.
- Use of any drug, narcotic or hallucinogenic agent –
- unless prescribed by a doctor.
- which is illegal.
- not taken as directed by a doctor or the manufacturer.

• Your intoxication. Intoxication means your blood alcohol content meets or exceeds the legal presumption of intoxication under the laws of the state where the accident occurred.

# **CLAIM PROCEDURES**

# Submitting a Claim

You or someone on your behalf must send ReliaStar Life written notice of the loss on which your claim will be based. The notice must -

- · include information to identify you, like your name, address and Group Policy number.
- be sent to ReliaStar Life or one of its licensed agents authorized to accept claims.
- be sent within 20 days after the loss for which claim is based has occurred or as soon as reasonably possible.

# Claim Forms

ReliaStar Life or its authorized agent will send proof of loss claim forms to you or to the Policyholder to give to you. ReliaStar Life will send the forms within 15 days after ReliaStar Life receives your notice of claim.

You or someone on your behalf must return the completed proof of loss claim forms to ReliaStar Life within 90 days of the loss. Even if you do not receive the forms, written proof of loss must be sent to ReliaStar Life within 90 days after the loss or as soon as reasonably possible. Written proof of loss includes details of how the loss occurred.

# **Benefit Payments**

Benefits under the Group Policy are paid when proof of loss is received. Claims are paid in the order received.

# **Payment of Proceeds**

Where indicated, ReliaStar Life pays proceeds to the beneficiary. If there is more than one beneficiary, each receives an equal share, unless you have requested otherwise, in writing. To receive proceeds, a beneficiary must be living on the earlier of the following dates:

- The date ReliaStar Life receives proof of your death.
- · The tenth day after your death.

If there is no eligible beneficiary or if you did not name one, ReliaStar Life pays the proceeds in the following order:

- 1. Your spouse.
- 2. Your natural and adopted children.
- 3. Your parents.
- 4. Your estate.

The person must be living on the tenth day after your death.

# Overpayment

If ReliaStar Life pays a benefit under the Group Policy and it is later shown that a lesser amount should have been paid, ReliaStar Life will be entitled to a refund of the excess.

# **GENERAL PROVISIONS**

# **Health Insurance Assignment**

You may not transfer to anyone else -

- · ownership of any certificate issued under the Group Policy.
- insurance under the Group Policy.

# **Legal Action**

Legal action may not be taken to receive benefits until 60 days after the date proof of loss is submitted according to the requirements of the Group Policy. Legal action must be taken within 3 years after the date proof of loss must be submitted.

If the Policyholder's state requires longer time limits, ReliaStar Life will comply with the state's time limits.

# **Exam and Autopsy**

When reasonably necessary, ReliaStar Life may have you examined while a claim is pending under the Group Policy. ReliaStar Life pays for the initial exam. If not forbidden by state law, ReliaStar Life may have an autopsy made if you die.

# Incontestability

Your insurance has a contestable period starting with the effective date of your insurance and continuing for 2 years while you are living. During that 2 years, ReliaStar Life can contest the validity of your insurance because of inaccurate or false information received relating to your insurability. Only statements that are in writing and signed by you can be used to contest the insurance.

# **DEFINITIONS**

**Accident, Accidental Injury** – bodily injury resulting from a sudden, violent, unexpected and external event. ReliaStar Life considers all injuries received in one accident as one accidental injury. Infection resulting from a cut or wound caused by an accident is also an accidental injury.

Accidental injury does not include poisoning, disease or any other type of infection, except as stated above.

**Active Work, Actively at Work** – the employee is physically present at his or her customary place of employment with the intent and ability of working the scheduled hours and doing the normal duties of his or her job on that day.

**Close Relative** – you, your spouse, and a child, brother, sister, or parent of you or your spouse.

**Doctor** – a person, other than a close relative, licensed to practice medicine in the state in which treatment is received and providing treatment or advice in accordance with the license. State law may require that benefits be paid for professional services of a practitioner other than a medical doctor. If so, the term "doctor" also includes persons recognized as qualified to treat the accidental injury for which claim is made, by the state in which treatment is received.

**Employee** – an active employee residing in the United States who is employed by the Policyholder and is regularly scheduled to work on at least a 30-hour-per-week basis. Also considered as eligible employees are Part-Time, Auxiliary Members and Reserve Deputies. Such employees of companies and affiliates controlled by the Policyholder are included. Temporary and seasonal employees are excluded.

**Group Policy** – the written group insurance contract between ReliaStar Life and the Policyholder.

**Nonworking Day** – a day on which the employee is not regularly scheduled to work, including time off for the following:

- Vacations.
- · Personal holidays.
- · Weekends and holidays.
- · Approved nonmedical leave of absence.
- · Paid Time Off for nonmedical-related absences.

Nonworking day does not include time off for any of the following:

- Medical leave of absence. Time off for a medical leave of absence will be considered a scheduled working day.
- Temporary layoff.
- The Policyholder suspending its operations, in part or total.
- · Strike.

Policyholder - Louisana Sheriffs' Association

ReliaStar Life - ReliaStar Life Insurance Company, at its Home Office in Minneapolis, Minnesota.

**Retirement** – the first of the following dates to occur:

- The effective date of the employee's retirement benefits under -
  - any plan of a federal, a state, a county, a municipal or an association retirement system for which the employee is eligible as a result of employment with the employer;
- any plan the employer sponsors; or
- any plan for which the employer makes or has made contributions.
- The effective date of the employee's retirement benefits under the United States Social Security Act or any similar plan or act.

However, any employee in active employment and receiving retirement benefits under the United States Social Security Act or any similar plan or act will not be considered retired.

Sickness - any physical illness.

**Written, In Writing** – signed, dated and received at ReliaStar Life's Home Office in a form ReliaStar Life accepts.

You, Your - an employee insured for Employee's Insurance under the Group Policy.

