

**GROUP  
BENEFIT  
PLAN**

**STATE OF MINNESOTA  
MANAGER'S INCOME  
PROTECTION PLAN**

**TABLE OF CONTENTS**  
**Group Long Term Disability Benefits**

	<b>Page</b>
SCHEDULE OF INSURANCE .....	6
Must you contribute toward the cost of coverage? .....	6
Who is eligible for coverage?.....	6
When will You become eligible? (Eligibility Waiting Period).....	6
ELIMINATION PERIOD .....	7
Option1 .....	7
Option2 .....	7
MAXIMUM DURATION OF BENEFITS TABLE.....	8
Year of Birth .....	8
Normal Retirement Age .....	8
ELIGIBILITY AND ENROLLMENT .....	9
Who are Eligible Persons? .....	9
When will you become eligible? .....	9
How do you enroll?.....	9
WHEN COVERAGE STARTS.....	9
When does your coverage start?.....	9
DEFERRED EFFECTIVE DATE.....	9
When will coverage become effective if a disabling condition causes You to be absent from work on the date it is to start?.....	9
CHANGES IN COVERAGE .....	10
Does the monthly benefit amount change if there is a change in your rate of pay? .....	10
What happens if the Employer changes the Plan? .....	10
BENEFITS .....	10
When do benefits become payable? .....	10
When will benefit payments cease? .....	10
RECURRENT DISABILITY .....	11
What happens if you return to work but become Disabled again?.....	11
CALCULATION OF MONTHLY BENEFIT.....	11
How are benefits calculated for Total Disability? .....	11
VOCATIONAL REHABILITATION / REHABILITATIVE EMPLOYMENT .....	12
What is Vocational Rehabilitation?.....	12
Do earnings from Rehabilitative Employment affect the Monthly Benefit?.....	12
EXCLUSIONS.....	12
What Disabilities are not covered?.....	12
TERMINATION .....	13
When does your coverage terminate?.....	13
Does your coverage continue if your employment terminates because you are Disabled? .....	13
Must premiums be paid during a Disability? .....	13
Do benefits continue if the plan terminates? .....	13
GENERAL PROVISIONS.....	14
What happens if facts are misstated?.....	14
When should we be notified of a claim? .....	14
Are special forms required to file a claim?.....	14
When must Proof of Loss be given?.....	14
What additional Proof of Loss are we entitled to?.....	15
Who gets the benefit payments?.....	15
When are payment checks issued? .....	15
What notification will You receive if Your claim is denied? .....	15
What recourse do you have if your claim is denied? .....	15
When can legal action be started? .....	15

What happens if benefits are overpaid?.....	15
How do we deal with fraud? .....	15
Who interprets policy terms and conditions? .....	15
DEFINITIONS.....	16
QUESTIONS AND ANSWERS ABOUT THE MANAGER'S INCOME PROTECTION PLAN.....	19
EXAMPLES.....	21



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

Hartford, Connecticut  
(Herein called Hartford Life)

---

**CERTIFICATE OF INSURANCE**

Under  
**The Group Insurance Policy  
as of the Effective Date**  
Issued by  
**HARTFORD LIFE**  
to  
**The Policyholder**

---

This is to certify that Hartford Life has issued and delivered the Group Insurance Policy to The Policyholder.

The Group Insurance Policy insures the employees of the Policyholder who:

- are eligible for the insurance;
- become insured; and
- continue to be insured;

according to the terms of the Policy.

The terms of the Group Insurance Policy which affect an employee's insurance are contained in the following pages. This Certificate of Insurance and the following pages will become your Booklet-certificate. The Booklet-certificate is a part of the Group Insurance Policy.

This Booklet-certificate replaces any other which Hartford Life may have issued to the Policyholder to give to you under the Group Insurance Policy specified herein.

**Terence Shields, Secretary**

**Michael Concannon, Executive Vice President**

## SCHEDULE OF INSURANCE

Final interpretation of all provisions and coverages will be governed by the Group Insurance Policy on file with Hartford Life at its home office.

Policyholder: THE STATE OF MINNESOTA - MINNESOTA  
MANAGEMENT & BUDGET

Group Insurance Policy: GLT-023458

Plan Effective Date: October 1, 1986

### **THE BENEFITS DESCRIBED HEREIN ARE THOSE IN EFFECT AS OF JANUARY 1, 2014.**

This plan of Insurance provides you with income protection if you become disabled from a covered accidental bodily injury, sickness or pregnancy.

#### **Must you contribute toward the cost of coverage?**

You may have to contribute towards the plan's cost depending on the option you elect.

#### **Who is eligible for coverage?**

Eligible Class(es): All Active Employees who are eligible for the Managerial Life Insurance Benefits under the Managerial Plan.

Maximum Monthly Benefit: \$7,000

The **Minimum Monthly Benefit** will be the greater of:

- 300; or
- 15% of the Monthly Benefit after the deduction of Other Income Benefits.

Benefit Percentage: 60%

Secondary Benefit Percentage: 70%

Annual Enrollment Period: as designated by the State

#### **When will You become eligible? (Eligibility Waiting Period)**

If You are working for the Employer prior to the Plan Effective Date and were covered under the Prior Plan, You are eligible for coverage on the later of the Plan Effective Date or the date You enter an eligible class.

If You start working for the Employer or become eligible to participate in the plan after the Plan Effective Date, You are eligible for coverage on the 35<sup>th</sup> day following the day You are employed, reemployed or Your employment is reinstated. You must be Actively at Work on the initial effective date of coverage.

## **ELIMINATION PERIOD**

### **Option1**

If the Employer provides, on a Non-Contributory Basis:

1. life benefit equal to 1 1/2 times your salary; and
  2. a Long Term Disability Benefit that has a 150 day Elimination Period;
- you may elect, on a Contributory Basis, Elimination Periods of 30 days, 60 days, 90 days or 120 days.

### **Option2**

If the Employer provides, on a Non-Contributory basis, a life benefit equal to 2 times your salary, you:

1. are eligible for Long Term Disability coverage on a Contributory Basis; and
2. may elect Elimination Periods of 30 days, 60 days, 90 days, 120 days or 150 days.

The Option and the Elimination Period elected by you are indicated on your Group Insurance Enrollment Form.

You may elect to change your Elimination Period once each 12 month period on a date designated by the Department of Employee Relations, generally during an annual enrollment. Any such election which results in a shorter Elimination Period, will require you to submit evidence of your good health. Such evidence shall be acquired at your own expense.

However, for a change in an Elimination Period which is no more than one 30 day period less than your previous Elimination Period, the requirement of submitting evidence of your good health is waived.

If you:

1. cease to be Totally Disabled; and
  2. return to work for a total of 14 days or less during an Elimination Period,
- the Elimination Period will be not be interrupted or extended. Except for the 14 days or less you work, you must be Totally Disabled by the same condition for the total Elimination Period.

**MAXIMUM DURATION OF BENEFITS TABLE**

<b><u>Age When Totally Disabled</u></b>	<b><u>Benefits Payable</u></b>
Prior to Age 63	To Normal Retirement Age or 48 months, if greater
Age 63	42 months
Age 64	36 months
Age 65	30 months
Age 66	27 months
Age 67	24 months
Age 68	21 months
Age 69 and over	18 months

Normal Retirement Age means the Social Security Normal Retirement Age as stated in the 1983 revision of the United States Social Security Act. It is determined by Your date of birth as follows:

<b><u>Year of Birth</u></b>	<b><u>Normal Retirement Age</u></b>
1937 or before	65
1938	65 + 2 months
1939	65 + 4 months
1940	65 + 6 months
1941	65 + 8 months
1942	65 + 10 months
1943 thru 1954	66
1955	66 + 2 months
1956	66 + 4 months
1957	66 + 6 months
1958	66 + 8 months
1959	66 + 10 months
1960 or after	67

The above table shows the maximum duration for which benefits may be paid. All other limitations of the plan will apply.

If you are eligible for benefits for a Disability under a prior long term disability plan that:

1. was receiving or are sponsored by the Employer; and
2. was terminated before the Effective Date of this plan,

no benefits will be payable for the Disability under this plan.

## ELIGIBILITY AND ENROLLMENT

### Who are Eligible Persons?

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

### When will you become eligible?

You will become eligible for coverage on either:

1. the Plan Effective Date, if you have completed the Eligibility Waiting Period; or if not
2. eligibility commences on the 35th day following the day You are employed, reemployed or Your employment is reinstated.

See the Schedule of Insurance for the Eligibility Waiting Period.

### How do you enroll?

To enroll in this plan, you must complete and sign a group insurance enrollment form which is satisfactory to us and which authorizes payroll deductions, if applicable, and deliver it to the Employer. Such enrollment completed via the internet will constitute a valid enrollment, even though no paper form was completed.

If you do not elect an option, you will automatically be enrolled in Option I with a 150 day Disability Elimination Period.

## WHEN COVERAGE STARTS

### When does your coverage start?

Your coverage will start on the 35<sup>th</sup> day following the day You are employed, reemployed or Your employment is reinstated.

You must be actively at work on the initial effective date of coverage or coverage will be delayed until the first day of the payroll period following the date you return to active payroll status.

## DEFERRED EFFECTIVE DATE

### When will coverage become effective if a disabling condition causes You to be absent from work on the date it is to start?

If You are absent from work due to:

1. accidental bodily injury;
2. sickness;
3. pregnancy;
4. Mental Illness; or
5. Substance Abuse,

on the date your insurance or change in coverage would otherwise have become effective, the effective date of the coverage or change in coverage will be deferred until the first day of the full pay period after you return to work.



## CHANGES IN COVERAGE

### **Does the monthly benefit amount change if there is a change in your rate of pay?**

Your coverage may increase on the date there is a change in your class or Monthly Rate of Basic Earnings, however no change in coverage will be effective unless on that date you:

1. are an Active Employee; and
2. are not absent from work due to being Disabled.

If you were so absent from work, the effective date of such change will be deferred until the first day of the full pay period after you return to work.

### **What happens if the Employer changes the Plan?**

Any increase or decrease in coverage because of a change in the Schedule of Insurance will become effective on the date of the change, subject to the Deferred Effective Date provision.

## BENEFITS

### **When do benefits become payable?**

You will be paid a monthly benefit if:

1. you become Totally Disabled while insured under this plan;
2. you are Totally Disabled throughout the Elimination Period;
3. you remain Totally Disabled beyond the Elimination Period;
4. you are under the regular care of a Physician, other than yourself; and
5. you submit Proof of Loss satisfactory to us.

Benefits accrue as of the first day after the Elimination Period and are paid monthly.

### **When will benefit payments cease?**

We will cease benefit payment on the first to occur of:

1. the date you are no longer Totally Disabled;
2. the date you fail to furnish proof, when requested by us, that you continue to be Totally Disabled;
3. the date you refuse to be examined by a Physician, if we require such an examination;
4. the date you die; or
5. the date determined from the Maximum Duration of Benefits Table shown in the Schedule of Insurance.

## RECURRENT DISABILITY

### What happens if you return to work but become Disabled again?

Attempts to return to work for a total of 30 days or less as an Active Employee during the Elimination Period will not interrupt or extend the Elimination Period.

After the Elimination Period, when a return to work as an Active Employee is followed by a recurrent Disability, and such Disability is:

1. due to the same cause; or
2. due to a related cause; and
3. within 6 month(s) of the return to work,

the Period of Disability prior to your return to work and the recurrent Disability will be considered one Period of Disability, provided the Group Insurance Policy remains in force.

If you return to work as an Active Employee for 6 month(s) or more, any recurrence of a Disability will be treated as a new Disability. A new Disability is subject to a new Elimination Period and a new Maximum Duration of Benefits.

The term "Period of Disability" as used in this provision means a continuous length of time during which you are Disabled under this plan.

The Elimination Period and Maximum Duration of Benefits Table are in the Schedule of Insurance.

## CALCULATION OF MONTHLY BENEFIT

### How are benefits calculated for Total Disability?

To determine the Monthly Benefit we will pay each month while you are Disabled:

1. multiply your Monthly Rate of Basic Earnings by the Benefit Percentage;
2. multiply your Monthly Rate of Basic Earnings by the Secondary Benefit Percentage. From this amount subtract all Other Income Benefits, including those which you could collect but for which you did not apply;
3. determine the Maximum Monthly Benefit as shown on the Schedule of Insurance;
4. carry forward the smallest amount calculated in items (1), (2) or (3) above. Then subtract:
  - a) 50% of income from Rehabilitative Employment; and
  - b) all other income from any employer or for any work.

The resulting sum will be your Monthly Benefit.

Your Monthly Benefit will not be less than the Minimum Monthly Benefit, subject to the Minimum and Maximum Monthly Benefit provision.

If a Monthly benefit is payable for less than a month, we will pay 1/30 of the Monthly Benefit for each day you were Disabled.

See the Schedule of Insurance for the Benefit Percentage factor, Secondary Benefit Percentage factor, Maximum Monthly Benefit and Minimum Monthly Benefit.

See page 16 for the definition of Other Income Benefits.

## VOCATIONAL REHABILITATION / REHABILITATIVE EMPLOYMENT

### What is Vocational Rehabilitation?

**Rehabilitation** is a process of working together to plan, adapt, and put into use options and services to meet your return to work needs.

Our Vocational Rehabilitative Services include, when appropriate, any necessary and feasible:

1. vocational testing;
2. vocational training;
3. alternative treatment plans such as:
  - a) support groups;
  - b) physical therapy;
  - c) occupational therapy; and
  - d) speech therapy;
4. work-place modification to the extent not otherwise provided; and
5. job placement and similar services.

**Rehabilitative Employment** means employment that is part of a program of Vocational Rehabilitation. Any program of Rehabilitative Employment must be approved, in writing, by us.

### Do earnings from Rehabilitative Employment affect the Monthly Benefit?

If you are Disabled and are engaged in an approved program of Rehabilitative Employment, your Monthly Benefit will be:

1. the amount calculated for Total Disability; but
2. reduced by 50% of the income received from each month of such Rehabilitative Employment.

The sum of your Monthly Benefit and total income received under this provision may not exceed 100% of your Pre-disability Earnings. If this sum exceeds your Pre-disability Earnings, the Monthly Benefit paid by us will be reduced proportionately.

## EXCLUSIONS

### What Disabilities are not covered?

The Plan does not cover, and no benefit will be payable for, any:

1. injury, sickness, mental illness, substance abuse, or pregnancy not being treated by a Physician;
2. Disability caused or contributed to by:
  - a) is due to war or an act of war (declared or not); or
  - b) sickness contracted or injury sustained as a result of being in the armed forces of any country engaged in war or other armed conflict;
3. Disability caused by your commission of or attempt to commit a felony, or to which a contributing cause was your being engaged in an illegal occupation; or
4. Disability caused or contributed to by an intentionally self-inflicted injury.

## TERMINATION

### **When does your coverage terminate?**

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

1. the date the Group Insurance Policy terminates;
2. the date the Group Insurance Policy no longer insures your class;
3. the date premium payment is due but not paid by the Employer;
4. the last day of the period for which you make any required premium contribution, if you fail to make any further required contribution; or
5. the date on which you cease to be an Active Employee in an eligible class.

### **Does your coverage continue if your employment terminates because you are Disabled?**

If you are Disabled and you cease to be an Active Employee, your insurance will be continued:

1. during the Elimination Period while you remain Disabled by the same Disability; and
2. after the Elimination Period for as long as you are entitled to benefits under the Policy.

Your coverage will lapse in the event of a layoff, unpaid leave of absence or Workers' Compensation leave. Your coverage may be reinstated upon return to work without providing evidence of insurability by completing an application form for such reinstatement during the first payroll period upon your return to work as an Active Employee. If your application for reinstatement is not made during the first payroll period, you must furnish evidence of insurability prior to reinstatement.

### **Must premiums be paid during a Disability?**

Premiums must be paid during the Elimination Period. No premium will be due for you after the Elimination Period for as long as you are entitled to benefits.

No premiums are due if you retire or terminate after you become disabled.

### **Do benefits continue if the plan terminates?**

If you are entitled to benefits or are in the Elimination Period while Disabled and the Group Insurance Policy terminates, benefits:

1. will continue as long as you remain Disabled by the same Disability; but
2. will not be provided beyond the date we would have ceased to pay benefits had the insurance remained in force.

Termination of the Group Insurance Policy for any reason will have no effect on The Hartford's liability under this provision.

## GENERAL PROVISIONS

### **What happens if facts are misstated?**

If material facts about you were not stated accurately:

1. your premium may be adjusted; and
2. the true facts will be used to determine if, and for what amount, coverage should have been in force.

No statement made by you relating to your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during your lifetime. In order to be used, the statement must be in writing and signed by you.

If the Policyholder provides us with incorrect information, the relevant facts will be determined to establish if insurance is in effect and in what amount.

No person will:

1. be deprived of insurance to which he or she is otherwise entitled; or
2. have insurance to which he or she is not entitled because of misstatement of fact by the Policyholder. Any adjustment may be made in premiums or benefits.

### **When should we be notified of a claim?**

You must give us written notice of a claim within 30 days after Disability starts. If notice cannot be given within that time, it must be given as soon as possible. Such notice must include your name, your address and the Group Insurance Policy number. Contact your insurance representative in your personnel office to initiate the notification process. Send claims to:

Benefit Management Services  
Minneapolis Disability Claim Office  
The Hartford  
P. O. Box 14305  
Lexington, KY 40512-4305

### **Are special forms required to file a claim?**

When we receive a notice of claim, you will be sent forms for providing us with Proof of Loss. We will send these forms within 15 days after receiving a notice of claim. If we do not send the forms within 15 days, you may submit any other written proof which fully describes the nature and extent of your claim.

### **When must Proof of Loss be given?**

Written proof of loss must be sent to us within 90 days after the start of the period for which we owe payment. After that, we may require further written proof that you are still Disabled. If proof is not given by the time it is due, it will not affect the claim if:

1. it was not possible to give proof within the required time; and
2. proof is given as soon as possible; but
3. not later than 1 year after it is due, unless you are not legally competent.

We have the right to require, as part of the proof of loss:

1. your signed statement identifying all Other Income Benefits; and
2. proof satisfactory to us that you and your dependents have duly applied for all Other Income Benefits which are available.

After submitting proof of loss, you will be required to apply for Social Security disability benefits. If the Social Security Administration denies your eligibility for any such benefits, you may be requested to follow the process established by the Social Security Administration to reconsider the denial and, if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.

The Hartford reserves the right to determine if your proof of loss is satisfactory.

You will not be required to claim any retirement benefits which you may only get on a reduced basis.

**What additional Proof of Loss are we entitled to?**

We may have you examined to determine if you are Disabled. Any such examination will be:

1. at our expense; and
2. as reasonably required by us.

**Who gets the benefit payments?**

All payments are payable to you. Any payments owed at your death may be paid to your estate. If any payment is owed to your estate, a person who is a minor or a person who is not legally competent, then we may pay up to \$1,000 to any of your relatives who is entitled to it in our opinion. Any such payment shall fulfill our responsibility for the amount paid. Any balance due would be payable to the estate.

**When are payment checks issued?**

If written Proof of Loss is furnished, accrued benefits will be paid at the end of each month that you are Disabled. If payment for a part of a month is due at the end of the claim, it will be paid as soon as written Proof of Loss is received.

**What notification will You receive if Your claim is denied?**

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision.

This written decision will:

1. give the specific reason(s) for the denial;
2. make specific reference to the Policy provisions on which the denial is based;
3. provide a description of any additional information necessary to prepare a claim and an explanation of why it is necessary; and
4. provide an explanation of the review procedure.

**What recourse do you have if your claim is denied?**

On any claim, you or your representative may appeal to us for a full and fair review. You may:

1. request a review upon written application within 180 days of the claim denial;
2. review pertinent documents; and
3. be provided with an explanation of the review procedure.

We will make a decision no more than 45 days after we receive your appeal unless we determine special circumstances exist that require an extension of time to process the appeal. If your appeal requires extension, we will make our decision no more than 90 days after we receive your appeal. The written decision will include specific references to the Policy provisions on which the decision is based.

**When can legal action be started?**

Legal action cannot be taken against us:

1. sooner than 60 days after due Proof of Loss has been furnished; or
2. later than 3 years after the time written Proof of Loss is required to be furnished according to the terms of the Policy after the shortest period allowed by the laws of the State of Minnesota.

**What happens if benefits are overpaid?**

We have the right to recover from you any amount that is determined to be an overpayment of benefits under this plan. Repayment to us must be made within 60 days of your receipt of our notice of the amount of the overpayment. If you do not repay the overpayment within the 60 day period, we may, without forfeiting our right to collect an overpayment through any means legally available to us, recover all or any portion of the overpayment by reducing or withholding future benefit payments, including, if applicable, the Minimum Monthly Benefit.

**How do we deal with fraud?**

Insurance Fraud occurs when You and/or Your Employer, with the intent to injure, defraud or deceive us, provides us with false information or files a claim for benefits that contains any false, incomplete or misleading information. It is a crime if You and/or Your Employer commit Insurance Fraud.

**Who interprets policy terms and conditions?**

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Group Insurance Policy.

## DEFINITIONS

The terms listed will have these meanings.

### **Actively at Work**

You will be considered to be actively at work with your Employer on a day which is one of your Employer's scheduled work days if you are performing, in the usual way, all of the regular duties of your job on that day. You will be deemed to be actively at work on a day which is not one of your Employer's scheduled work days only if you were actively at work on the preceding scheduled work day.

**Active Employee** means an employee who is determined by the Policyholder as eligible for insurance.

**Any Occupation**, if used in this Booklet-certificate, means an occupation:

1. for which you are qualified by education, training or experience; and
2. that has an earnings potential greater than an amount equal to the product of your Pre-disability Earnings and the Benefit Percentage.

**Disabled or Disability** means either Totally Disabled or Total Disability.

**Employer** means the State of Minnesota.

**Essential Duty** means a duty that:

1. is substantial, not incidental;
2. is fundamental or inherent to the occupation; and
3. cannot be reasonably omitted or changed.

To be at work for the number of hours in your regularly scheduled workweek is also an Essential Duty.

**Monthly Benefit** means a monthly sum payable to you while you are Disabled, subject to the terms of the Group Insurance Policy.

**Monthly Rate of Basic Earnings** means 1/12 of your annual salary, from the Employer, not counting:

1. commissions;
2. bonuses;
3. overtime pay; or
4. any other fringe benefit or extra compensation.

If you become Disabled, your Monthly Rate of Basic Earnings will be the rate in effect on your last day as an Active Employee before becoming Totally Disabled.

**Other Income Benefits** mean the amount of any benefit for loss of income, provided to you or to your family, as a result of the period of Disability for which you are claiming benefits under this plan. This includes any such benefits for which you or your family are eligible or that are paid to you, to your family or to a third party on your behalf, pursuant to any:

1. temporary or permanent disability benefits under a Workers' Compensation Law, occupational disease law, or similar law;
2. governmental law or program that provides disability or unemployment benefits as a result of your job with the Employer;
3. plan or arrangement of coverage, whether insured or not, as a result of employment by or association with the Employer, including vacation pay, vacation donation, or as a result of membership in or association with any group, association, union or other organization;
4. individual insurance policy where the premium is wholly or partially paid by the Employer; or
5. disability benefits under the United States Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or similar plan or act that you, your spouse and children are eligible to receive because of your Disability.

Other Income Benefits also mean any payments that are made to you, your family, or to a third party on your behalf, pursuant to any:

1. disability benefit under the Employer's Retirement Plan;
2. portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for your loss of earnings and is made in lieu of worker's compensation benefits;
3. retirement benefit from a Retirement Plan that is wholly or partially funded by employer contributions, unless you immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement. Other Income Benefits will not include the portion, if any, of such retirement benefit that was funded by your after-tax contributions; or
4. retirement benefits under the United States Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or similar plan or act that you, your spouse and children receive because of your retirement.

If you are paid Other Income Benefits in a lump sum, we will pro-rate the lump sum:

1. over the period of time it would have been paid if not paid in a lump sum; or
2. if such period of time cannot be determined, over a period of 60 months.

If you are Disabled and you receive Other Income Benefits in a lump sum, they will be considered Other Income Benefits regardless of any roll-over provision or election into any fund, plan or arrangement.

We may make a retroactive allocation of any retroactive Other Income Benefit payments.

Other Income Benefits will not include:

1. any disability income received from a "no-fault" automobile policy;
2. proceeds from any:
  - a) source of personal investment income;
  - b) personal disability income plan, unless the plan is obtained through a group-sponsored or employer-related program; or
  - c) Veteran's Administration Disability benefits;
3. distribution from any form of profit sharing regardless of pre-tax or after-tax treatment as found under Section 401(k) of the Internal Revenue Code;
4. proceeds or income from any:
  - a) Individual- or employer-sponsored IRA, Individual Tax Sheltered Annuity, or any deferred compensation plan;
  - b) Employee Stock Option Plan or any thrift plan;
  - c) a partner or proprietor H.R. 10(Keogh Plan) under the Self-Employed Individual Tax Retirement Act; or
  - d) a capital account.



The amount of any increase in benefits paid under any federal or state law will not be included as Other Income Benefits if such increase:

1. takes effect after the date benefits become payable under this plan; and
2. is a general increase which:
  - a) is required by law; and
  - b) applies to all persons who are entitled to such benefits.

**Physician** means a practitioner of a healing art, which we are required by law to recognize, who is properly licensed, and practicing within the scope of that license.

**Pre-disability Earnings** means your Monthly Rate of Basic Earnings.

**Retirement Plan** means a defined benefit or defined contribution plan that provides benefits for your retirement and which is not funded wholly by your contributions.

It includes the Minnesota State Retirement System, the Public Employees Retirement Association and the Teachers Retirement Association.

It does not include:

1. a profit sharing plan;
2. thrift, savings or stock ownership plans;
3. a non-qualified deferred compensation plan; or
4. an individual retirement account (IRA), a tax sheltered annuity (TSA) or 401(k) plan.

**Total Disability or Totally Disabled** means that:

1. during the Elimination Period; and
2. for the next 24 month(s), you are prevented by:
  - a) accidental bodily injury;
  - b) sickness;
  - c) mental illness;
  - d) substance abuse; or
  - e) pregnancy,

from performing the Essential Duties of Your Occupation.

After that, you must be so prevented from performing the Essential Duties of Any Occupation for which you are or could become qualified by education, training, or experience.

Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation does not alone mean that you are Totally Disabled.

**We, us or our** means the Hartford Life and Accident Insurance Company.

**You, your or Insured Person** means the Insured Person to whom this Booklet-certificate is issued.

**Your (Own) Occupation**, if used in this Booklet-certificate, means your occupation as it is recognized in the general workplace. Your (Own) Occupation does not mean the specific job you are performing for a specific employer or at a specific location.

## QUESTIONS AND ANSWERS ABOUT THE MANAGER'S INCOME PROTECTION PLAN

The Following is Provided by Your Employer for Your Information Only

### **Question: Are the IPP Disability benefits taxable?**

Answer: If the plan is 100% employee paid (contributory) with after-tax payroll contributions, then the benefits are not subject to FICA, federal and state taxes.

If the employer contributes a portion of the premium, then the benefits are subject to federal and state taxes.

For further explanation on the federal and state tax calculations, please contact your tax advisor.

### **Question: If I get a pay increase, will my coverage automatically increase?**

Answer: Yes, because your Monthly Benefit is based on a percentage of your Monthly Rate of Basic Earnings.

### **Question: Do I have to exhaust all of my sick leave once the elimination period has been satisfied?**

Answer: No, any accumulated sick leave remaining after the Elimination Period has been met does not have to be used. However, if you elect to use remaining sick leave, this will be offset by the disability plan.

### **Question: Do I have to use my vacation leave if I am Disabled?**

Answer: No, if you become Disabled, there is no requirement that you use vacation leave. Some employees may choose to use vacation leave during the Elimination Period. Some employees may choose to save vacation leave so it is available when they return to work. However, if you use vacation leave while receiving Disability benefits, your vacation leave will be used as an offset by the Disability plan.

### **Question: Do I have to apply for a Minnesota State Retirement System disability pension benefit, if eligible?**

Answer: Yes, if you are eligible for a disability pension from the Minnesota State Retirement System (or another pension plan), the insurance company will require that you apply for the disability pension provided that there is no penalty or reduction in the benefit you receive from MSRS for taking a disability pension. However, your pension benefits will be used as an offset by the disability insurance plan.

### **Question: Under the IPP Disability plan, would I still be eligible for Social Security, Workers' Compensation or MSRS benefits?**

Answer: Yes, enrolled employees continue to be eligible for these benefits. However, such benefits you or your family are eligible to receive because of your disability are integrated with plan benefits and are an offset to full plan benefits.

### **Question: How will my monthly earnings be determined if I am on a 9 month contract?**

Answer: Your annual earnings will be divided by 12 (months) to determine your monthly earnings.

### **Question: Can I continue the Disability plan when I terminate employment or retire?**

Answer: No, there is no option to convert the disability plan to an individual policy.

### **Question: Do I have to continue paying the disability insurance premium if I am Totally Disabled?**

Answer: The premiums are waived while receiving Disability benefits.

### **Question: I am not interested in any disability insurance now, although I may be in the future. Will I be able to change my decision and enroll in the plan at a later date?**

Answer: Yes. However, the insurance carrier will require that you provide evidence of good health.

### **Question: Wouldn't Social Security and the Minnesota State Requirement System (MSRS) benefits together provide adequate disability income?**

Answer: Social Security benefits combined with Minnesota State Retirement System benefits could provide sufficient income to some disabled employees. However, approval of Social Security benefits is based on very strict requirements. As a result, only about one-third of first time applicants are approved. Even when employees do qualify for Social Security, disability benefits are not payable until five months of disability have passed. The Minnesota State Retirement System uses a definition of disability which is more restrictive than the definition used for the Income Protection Plan. Also, some managers do not satisfy the service requirement to receive an MSRS disability benefit.

**Question: How will the disability insurance plan under the IPP work?**

Answer. Upon disability, managers will have to meet an elimination period depending on the period the manager has elected. Once the elimination period is satisfied, disability insurance benefits will begin and continue until the disability ceases, your Normal Retirement Age, or death. If Disability commences after age 63, the Monthly Benefit will be paid until the disability ceases or pursuant to the Maximum Duration of Benefits Table.

**Question: Whom can I contact for more information?**

Answer: Hartford Life and Accident Insurance Company  
Benefit Management Services  
Minneapolis Disability Claim Office  
The Hartford  
P. O. Box 1430  
Lexington, KY 40512-4305,

or,

STATE OF MINNESOTA  
Minnesota Management & Budget (MMB)  
200 Centennial Building  
658 Cedar Street  
St. Paul, MN 55155



## EXAMPLES

The following examples are for illustrative and comparative purposes only.

**MANAGER A:** Age 30, annual salary of \$35,000, one year of service, 80 hours of sick leave, 13 days of vacation and is covered by the MSRS classified plan. Manager A becomes disabled and is expected to be out of work for at least one year.

### Current Sick Leave Program

Manager A uses all accumulated sick leave and vacation leave at full pay. Coverage lasts for one month.

If Manager A qualifies for Social Security benefits, no income would be available until after five months of disability, at which point Social Security benefits of approximately \$832 per month

(28% of salary) would commence. If Manager A does not qualify for Social Security benefits, then no income would be available.

Manager A does not have enough age and service credits to qualify for an MSRS disability benefit.

### Income Protection Plan

Manager A has purchased the optional 30 day elimination period for disability insurance when first eligible for insurance benefits.

Manager A uses all accumulated sick leave and vacation leave at full pay. Coverage lasts for one month.

After one month of disability, disability benefits would commence at 60% of gross salary (\$1,750 per month) for the duration of benefits. Manager A does not qualify for Social Security benefits. Thus, Manager A's income consists of:

Social Security \$0  
MSRS Disability Benefits \$0  
IPP Disability Insurance \$1,750  
Total Income \$1,750

**MANAGER B:** Age 30, annual salary of \$35,000, one year of service, 80 hours of sick leave, 13 days of vacation and is covered by the MSRS classified plan. Manager B becomes disabled and is expected to be out of work for at least one year.

### Current Sick Leave Program

Manager B uses all accumulated sick leave and vacation leave at full pay. Coverage lasts for one month.

If Manager B qualifies for Social Security benefits, no income would be available until after five months of disability, at which point Social Security benefits of approximately \$832 per month (28% of salary) would commence. If Manager B does not qualify for Social Security benefits, then no income would be available.

Manager B does not have enough age and service credits to qualify for an MSRS disability benefit.

### Income Protection Plan

Manager B has purchased the optional 30 day elimination period for disability insurance when first eligible for insurance benefits.

Manager B uses all accumulated sick leave and vacation leave at full pay. Coverage lasts for one month.

Disability benefits would commence after one month of disability

If Manager B qualifies for Social Security benefit, income would consist of \$832 from Social Security benefits, and \$1,210 from disability insurance for total income of \$2,042 per month, or 70% of salary

Social Security \$832  
MSRS Disability Benefits \$0  
IPP Disability Insurance \$1,210  
Total Income \$2,042

**NOTE:** The disability plan replaced 60% of gross salary up to a monthly maximum benefit of \$5,000. Managers qualifying for other sources of income (e.g., Social Security, MSRS, or Workers' Compensation) are able to receive up to 70% of gross salary from all sources during the disability period.

**MANAGER C:** Age 30, annual salary of \$42,000, ten years of service, 600 hours of sick leave, 26 days of vacation and is covered by the MSRS classified plan. Manager C becomes totally and permanently disabled as a result of an accident. Manager C is not expected to return to work.

**Current Sick Leave Program**

Manager C uses all accumulated sick leave and vacation leave at full pay. Coverage lasts for nearly five months.

If Manager C qualifies for Social Security benefits, no income would be available until after five months of disability, at which point Social Security benefits of approximately \$884 per month (25% of salary) would commence. If Manager C does not qualify for Social Security benefits, then no income would be available.

Manager C meets the age and service requirements for an MSRS disability benefit. The MSRS disability benefit is approximately \$333 per month.

After sick leave and vacation leave are exhausted, the total income is \$884 from Social Security and \$333 from MSRS, or \$1,217 per month (34% of salary).

**Income Protection Plan**

Manager C has purchased the optional 5 month elimination under Plan B period for disability insurance during the enrollment period.

Manager C uses all accumulated sick leave and vacation leave at full pay. Coverage lasts for nearly five months.

If Manager C qualifies for Social Security benefits, income would consist of \$884 from Social Security. The MSRS disability benefit is approximately \$333 per month. Thus, the total income is \$2,451 or 70% of salary.

Social Security \$884  
MSRS Disability Benefits \$333  
IPP Disability Insurance \$1,234  
Total Income \$2,451

**MANAGER D:** Age 50, annual salary of \$60,000, 20 years of service, 900 hours of sick leave, 34 days of vacation and is covered by the MSRS classified plan. Manager D becomes totally disabled as a result of a waterskiing accident. Manager D is expected to return to work in 2 years.

**Current Sick Leave Program**

Manager D uses all accumulated sick leave and vacation leave at full pay. Coverage lasts for six months.

If Manager D qualifies for Social Security benefits, no income would be available until after five months of disability, at which point Social Security benefits of approximately \$810 per month (16% of salary) would commence. If Manager D does not qualify for Social Security benefits, then no income would be available.

Manager D meets the age and service requirements for an MSRS disability benefit. The MSRS disability benefit is approximately \$1,145 per month.

After sick leave and vacation leave are exhausted, the total income is \$810 from Social Security and \$1,145 from MSRS, or \$1,995 per month (39% of salary).

**Income Protection Plan**

Manager D has selected the standard plan disability plan (5 month elimination period) during the enrollment period.

Manager D uses all accumulated sick leave and vacation leave at full pay. Coverage has been met.

Manager D chooses not to use vacation leave.

Disability benefits would commence after five months of disability.

If Manager D qualifies for Social Security benefit, income would consist of \$810 from Social Security benefits. The MSRS disability is approximately \$1,145 per month. Thus, the total income is \$3,500 or 70% of salary.

Social Security \$810  
MSRS Disability Benefits \$1,145  
IPP Disability Insurance \$1,545  
Total Income \$3,500

**The Plan Described in this Booklet  
is Insured by the**

**Hartford Life and Accident Insurance Company**  
Hartford, Connecticut

**Member of The Hartford Insurance Group**