

YOUR
PERSONAL ACCIDENT
INSURANCE
PLAN

For Employees of
**Knox County Government and
Knox County School Board**

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B-12803 (04-06-11)
Knox County Government

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

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**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
67121-5PAI**

**Policyholder
Knox County Government and Knox County
School Board**

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.



Registrar

SCHEDULE OF BENEFITS

Accidental Death and Dismemberment (AD&D) Insurance

Class

All Eligible Employees

Full Amount of AD&D Insurance*

The lesser of: 2 times your Basic Yearly Earnings
or \$100,000

Basic Yearly Earnings – your gross annual rate of pay, excluding overtime and other extra pay. If you are a salesman, BAE includes commissions and/or bonuses which shall be averaged for the most recent 12 month period.

To determine benefits, your amount of insurance is rounded to the next higher \$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, January 1, 2011.
- 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.

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 effective date of the increase, if you are actively at work on that date.
- the date you return to active work, if you are not actively at work on the date your insurance increases.
- the nonworking day on which the increase was effective, if you were actively at work on your last scheduled working day before the nonworking 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 last day of the month during which you were last actively at work for the Policyholder.
- The last day of the month during which you are no longer eligible for insurance under the Group Policy.
- The date the Group Policy stops.
- The last day of the month during which 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.

Non-Medical Reasons

If you stop active work because of non-medical leave of absence, temporary layoff, or the Policyholder suspending operations, the Policyholder may continue your Insurance to the end of the 90th day after the day you stop active work.

Sickness or Accidental Injury

If you stop active work because of sickness or accidental injury, the Policyholder may continue your Insurance to the end of the 12th policy month after the policy month you stop active work.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

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 life	Full Amount
Loss of both hands, both feet or sight of both eyes	Full Amount
Loss of one hand and one foot	Full Amount
Loss of speech and hearing in both ears	Full Amount
Loss of one hand or one foot and sight of one eye	Full Amount
Loss of one hand or one foot or sight of one eye	50% of Full Amount
Loss of speech	25% of Full Amount
Loss of hearing in both ears	25% of Full Amount
Loss of thumb and index finger of same hand	25% of Full Amount
Paralysis of one limb	25% of Full Amount
Paralysis of three limbs	75% of Full Amount
Quadriplegia	Full Amount
Paraplegia	50% of Full Amount
Hemiplegia	50% 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; and
- 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.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

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.

HIV Accident Benefit

ReliaStar Life pays this benefit if you acquire the Human Immunodeficiency Virus (HIV) because of a covered accident which occurs while you are actively at work for the Policyholder. **All** of the following conditions must be met:

- You submit a Workers' Compensation injury report to your employer within 48 hours of the accident.
- You submit an initial negative blood test for HIV to your employer within 48 hours of the accident.
- You test positive for HIV within one year of the accident.

All tests to determine the presence of HIV must be conducted by a licensed medical provider.

In the event of:

The benefit is:

Eligible HIV Accident	20% of Full Amount of AD&D benefit to a maximum of \$50,000
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HIV Accident benefits are paid to you if living, otherwise to your beneficiary.

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)	An additional 10% of Full Amount of AD&D benefit to a maximum of \$25,000
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Life (with safety belt and airbag)	An additional 15% of Full Amount of AD&D benefit to a maximum of \$40,000
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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 the voluntary use, by you or by the driver of the automobile in which you were riding, of:

- intoxicating liquors, if the driver's blood alcohol content meets or exceeds the legal presumption of intoxication under the laws of the state where the accident occurred,
- narcotic drugs, depressants or similar substances, unless prescribed by a doctor, or
- marijuana, whether or not prescribed by a doctor.

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.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

In the event of:

The benefit is:

Coma 2% of Full Amount
of AD&D benefit
per month for up to 12 months
to a maximum of \$24,000

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
- the student would no longer be considered your eligible dependent under the definition of dependent in the policy.

For:

The benefit is:

Education An additional 5% of Full Amount
of AD&D benefit
per year for up to 4 years
to a maximum of \$3,000 per year

Education benefits are paid to each eligible dependent student, or to the dependent's legal guardian.

Training Benefit

If you die due to a covered accident, ReliaStar Life will pay a **Training** benefit in addition to the AD&D 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:

- the training program must be for the purpose of obtaining an independent source of support and maintenance; and
- the actual cost must be incurred within 30 months of your death.

For:

The benefit is:

Training An additional 5% of Full Amount
of AD&D benefit
to a maximum of \$5,000

Training benefits are paid to your spouse.

Transportation Benefit

ReliaStar Life pays a **Transportation** benefit in addition to the AD&D benefit if you die due to a covered accident that occurs at least 75 miles from your primary residence.

For:

The benefit is:

Transportation An additional 2% of Full Amount
of AD&D benefit
to a maximum of \$2,000

Transportation benefits are paid to your beneficiary.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Child Care Benefit

ReliaStar Life pays a **Child Care** benefit in addition to the AD&D benefit if you die due to a covered accident, and your dependent child under age 13 years is enrolled in a licensed day care center within 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.

For:

The benefit is:

Child Care An additional 3% of Full Amount of AD&D benefit per year for up to 6 years to a maximum of \$2,000 per year

Child Care benefits are paid to the person who has incurred the cost of day care expenses for your eligible dependent child.

Elder Care Benefit

ReliaStar Life pays an **Elder Care** benefit in addition to the AD&D benefit if you die due to a covered accident while an elderly relative is dependent on you for support and maintenance.

For:

The benefit is:

Elder Care An additional 5% of Full Amount of AD&D benefit to a maximum of \$5,000

Elderly relative means a person age 65 or over who is residing in your primary residence at the time of the covered accident and who is your spouse, your sibling, your parent, your grandparent, or the sibling, parent or grandparent of your spouse.

Elder Care benefits are paid to your beneficiary. Benefits are payable for only one elderly relative.

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:

The benefit is:

Common Carrier An additional 50% of the AD&D benefit otherwise payable for this loss to a maximum of \$50,000

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

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

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.

For loss due to:

The benefit is:

Occupational Assault An additional 100% of the AD&D benefit otherwise payable for this loss to a maximum of \$10,000

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

Burn Disfigurement Benefit

ReliaStar Life pays a **Burn Disfigurement** benefit if due to a covered accident you suffer disfigurement due to burns covering at least 5% of your body.

For:

The benefit is:

Burn Disfigurement 10% of Full Amount of AD&D benefit to a maximum of \$30,000

Burn Disfigurement means damage to the skin or other body parts resulting in permanent scarring caused by extreme heat, flame, contact with heated objects, or chemicals.

Burn Disfigurement benefits are paid to you if living, otherwise to your beneficiary.

Rehabilitation Benefit

ReliaStar Life pays a **Rehabilitation** benefit in addition to the AD&D benefit if you receive rehabilitation services due to a covered loss, subject to all the following conditions –

- Rehabilitation services must be received within 2 years of the covered accident.
- Only one maximum benefit is payable for all losses or injuries due to the same covered accident.
- No benefit is payable if you are entitled to benefits under any Workers' Compensation or similar law.

For:

The benefit is:

Rehabilitation An additional 2% of Full Amount of AD&D benefit to a maximum of \$5,000

Rehabilitation benefits will only be paid for covered AD&D losses, and the rehabilitation services must be prescribed by a doctor.

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

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Total and Permanent Disability Benefit

ReliaStar Life pays a **Total and Permanent Disability** benefit if you become totally and permanently disabled due to a covered accident, subject to **all** of the following conditions:

- you must be insured for this benefit on the date you become disabled;
- the disability must begin within 180 days of the accident;
- you must submit proof to ReliaStar Life that you have been totally and permanently disabled for the immediately preceding 12 consecutive months, and that your disability continues to be total and permanent on the date you submit such proof.

For:

The benefit is:

Total and Permanent Disability 5% of Full Amount
of AD&D benefit
to a maximum of \$10,000

Total and Permanent Disability means that you are totally and continually disabled due to an accident and unable to work at any job suited to your education, training, or experience, as determined by a doctor.

Total and Permanent Disability 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:

Death and other covered AD&D losses in the line of duty An additional 50% of the amount
of AD&D benefit
otherwise payable for this loss
to a maximum of \$50,000

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 intentional 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 90 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. However, except in the absence of legal capacity, proof of loss must be furnished no later than one year from the time proof is otherwise required. 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 an unexpected and unforeseeable 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 intentional 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.

Child –

- your natural or adopted child.
- a child for whom you have legal obligation for purposes of adoption.
- a child who is your stepchild, your foster child, or a child for whom you are a legal guardian.

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

Dependent –

- your legal spouse.
- your child over 15 days but less than 26 years of age.

The term “dependent” does not include –

- a spouse or child living outside the United States.
- a spouse or child on active military duty.
- a parent of you or your spouse.
- a child that would be eligible to enroll in another employer sponsored health plan other than a group health plan of the child's parent or legal guardian.

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 18.5-hour-per-week basis. 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 – Knox County Government and Knox County School Board

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

DEFINITIONS

- 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.

Spouse – your legal husband or wife. The term "spouse" does not include a domestic partner.

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.

