

## The State Bar of South Dakota Income Protection Plan from Hartford Life

Like most people, your most valuable asset is your ability to earn an income. Your family's lifestyle, your home, your children's education and your retirement all hinge on your ability to work.

How would you continue to pay your bills if you suddenly became too sick or too hurt to work? Without an income, years of hard-earned savings could evaporate in a matter of months, even weeks.

### **Take This Opportunity To Protect Your Greatest Asset – Your Income**

Thanks to your membership in the State Bar of South Dakota, you now have the opportunity to apply for a comprehensive income protection plan from The Hartford at reasonable group rates. Disability Income Protection will partially replace your income if you're sick or injured and can't work. Your plan will provide you with these valuable benefits:

**MONTHLY BENEFITS**      You may purchase the following amounts:

<b>AGE</b>	<b>MONTHLY BENEFIT AMT.*</b>
Under Age 60	Up to <b>\$10,000</b>

\*Please note: Your benefit amount is limited to 70% of your monthly earned income. Benefits will be reduced by the amount of other income benefits you receive and by 50% of income derived from approved rehabilitation programs, but in no event will your benefit be less than \$50 per month. You'll find a list of other income benefits later in this brochure.

#### **BENEFIT PERIODS:**

For Total Disability beginning

a) under age 64

b) age 64 or over but under 65

**Accident**

To Age 65

1 Year

**Sickness**

To Age 65

1 Year

Coverage ends at age 65.

#### **WAITING PERIODS:**

Benefits for Disability begin after you have been Totally Disabled for 90 or 180 days depending upon your policy selection.

#### **WHO'S ELIGIBLE?**

As a member of the State Bar of South Dakota, you're eligible to apply for coverage. To be eligible, applicants must be under age 60 and Actively-At-Work and live in the United States. Actively-At-Work is defined as working full-time (at least 30 hours per week).

## **FREQUENTLY ASKED QUESTIONS ABOUT YOUR BENEFITS**

### **WHAT'S COVERED?**

This plan covers most disabilities due to accidental injuries, sickness or disease. To qualify for benefits, a period of Total Disability must begin while you are covered under this policy and you are under the regular care of a physician for that condition. The physician cannot be a family member.

### **WHAT IS A TOTAL DISABILITY?**

You'll receive own-occupation protection for up to 2 years, which means during the Waiting Period and the first 60 months during which Total Disability benefits are payable, continuously prevents you from performing the substantial and material duties of your usual occupation; and after that, wholly and continuously prevents you from engaging in any and every occupation or employment for which you are reasonably suited by training, education or experience. If you are an attorney, "own occupation" means his or her specialty in the practice of law.

### **WHAT IF YOU RETURN TO WORK AFTER A DISABILITY, BUT SUFFER A RELAPSE?**

Since disabilities don't always start and stop in easily defined time frames, we've developed a plan that is flexible enough to accommodate various disability durations and scenarios. If you return to work for fewer than 15 days before the end of the waiting period and then suffer a relapse, you can qualify for benefits by satisfying only the remainder of the waiting period. This provision relieves you of having to start the entire waiting period again.

Periods of disability, if due to the same or related medical causes and separated by fewer than six months while you are Actively-At-Work, are considered a single period of disability. Actively-At-Work is defined as working full-time (at least 30 hours per week). This means you won't have to satisfy a new waiting period before qualifying for benefits should you suffer a relapse upon returning to active employment after receiving benefits for a disability.

### **WILL MY BENEFITS BE REDUCED BY OTHER DISABILITY BENEFITS THAT I MIGHT RECEIVE?**

The actual benefit you receive at the time of your claim may be different, depending upon your income, offsets for other income benefits and other variables. Other income means the amount of any benefit for loss of income that you or your family receive or are eligible to receive from Social Security Disability Income or similar plans; Workers' compensation or occupational disease laws, or similar laws; group, association, union or other organizational coverage; employer-related individual policies; governmental laws or programs that provide disability or unemployment benefits as a result of your job with any employer; disability coverage under any employer's retirement plan; damages or settlements for income loss; and no-fault automobile insurance plans.

Other income benefits also include retirement benefits from retirement plans that are wholly or partially funded by employer contributions, unless you were receiving them prior to becoming disabled or you immediately transfer the payments to another plan qualified by the U.S. Internal Revenue Service for the funding of a future retirement.

Finally, other income benefits include retirement benefits you or your family receive from Social Security or similar plans, unless you were receiving them prior to becoming disabled.

### **IS THERE ANY WAIVER OF PREMIUM PROVISION?**

Yes – Future premiums will be waived for as long as benefits are payable after you have been disabled for six months.

### **WILL MY BENEFITS EVER BE REDUCED?**

If the benefit amount payable and the other income benefits payable together exceed 70% of your basic monthly pay, the benefit amount payable will be reduced so that it does not exceed 70% of your basic monthly pay. However, your monthly benefit amount will not reduce below \$50.00 per month because of the other income benefit.

### **WHAT'S NOT COVERED UNDER THIS PLAN?**

Benefits are not paid for losses due to: intentionally self-inflicted injury, suicide or attempted suicide, while sane or insane; pregnancy or childbirth, except Complication of Pregnancy; war or act of war, whether declared or not; any injury sustained while riding on, boarding or alighting from, any aircraft: a) as a pilot, crew member or student pilot; b) operated by any military authority (land, sea or air), unless it is a Military Transport Aircraft used for transport and operated by the United States Military Air Mobility Command (AMC) or an AMC type service of a national government recognized by the United States; or c) being used for tests, experimental purposes, stunt flying, racing or endurance tests; participating in an illegal occupation or any attempt to commit a felony by you; Sickness contracted or Injury sustained while on full-time active duty as a member of the Armed Forces (land, water, air) of any country or international authority.

**Pre-Existing Condition Limitation:** Any period of disability beginning within the first two years of your coverage which is due to a Pre-Existing condition will not be covered. This will not apply to periods of disability beginning after you have been without medical care for the condition for 12 consecutive months ending on or after your effective date of coverage. A Pre-Existing Condition is any condition (diagnosed or undiagnosed) for which you received medical care or treatment within the 12-month period preceding the effective date of your insurance.

### **CAN MY COVERAGE BE CANCELED BECAUSE OF MY HEALTH?**

No, your coverage can only be canceled if the Master Policy is cancelled; you cease to be an active member; reach age 65; cease to be Actively-At-Work, except due to disability covered by the policy; fail to pay your premium when due; or with respect to an employee, the date he or she is no longer employed by the member of the Policyholder.

### **WHEN WILL MY COVERAGE BECOME EFFECTIVE?**

Your coverage will become effective on the first day of the month immediately following the date your application is approved by the insurance company, provided you are Actively-At-Work and your initial premium payment has been received. If you are not Actively-At-Work on that date, your effective date will be postponed until you are actively at work for 90 consecutive days.

## **HOW AFFORDABLE ARE THE PREMIUMS FOR THIS PROTECTION**

You may apply for monthly benefits in \$100 increments from \$200 up to \$10,000 a month. See the Monthly Benefit Worksheet at the end of this brochure to calculate the amount of disability income insurance you're eligible to purchase.

### **To-Age-65 Plan Semi-Annual Rates Per \$100 of Monthly Benefit**

<b>Insured's Age</b>	<b>90-Day Waiting Period</b>	<b>180-Day Waiting Period</b>
Under 30	<b>\$5.31</b>	<b>\$4.18</b>
30-34	<b>5.97</b>	<b>4.88</b>
35-39	<b>6.62</b>	<b>5.58</b>
40-44	<b>7.96</b>	<b>6.84</b>
45-49	<b>10.23</b>	<b>8.79</b>
50-54	<b>11.37</b>	<b>9.49</b>
55-59	<b>18.02</b>	<b>14.97</b>
60-64**	<b>16.94</b>	<b>12.51</b>

\*\*Renewal premiums only

The above rates are based on your attained age at the time you apply. These rates increase on the next premium due date following your attainment of ages 30, 35, 40, 45 and 50 etc.. The Hartford may change rates on a class basis.

## **YOU HAVE TOO MUCH AT STAKE TO DELAY!**

Most people wouldn't dream of leaving their home, cars, boat or other valuables uninsured, but few think to insure their loss of income. It's too late to do anything about it once you've become disabled. That's why it's so important to safeguard your income now – while you're healthy and active. Take the first step towards protecting yourself from the potential loss of income as a result of a disability by filling out the enclosed application today. **It's as easy as one, two, three.**

1. Complete the enclosed application and answer all questions in full. Sign your name and date the application. Your application is subject to approval by Hartford Life Insurance Company.
2. Calculate the appropriate amount of monthly benefit and the corresponding premium on the worksheet.
3. Mail your completed application in the enclosed, self-addressed envelope today.

When your Application is approved, you will receive your Certificate of Insurance. You will then have 30 days to review the Plan to decide if the coverage is right for you.

Acceptance into this plan is subject to medical evidence of insurability as determined by The Hartford. Depending on your age, the amount of coverage you request, and your answers on the application, a medical examination, medical test(s), or other evidence of good health may be required. Any exams/tests requested by the company will be conducted at your convenience and at no expense to you.

**PLEASE SEND NO MONEY NOW; YOU WILL BE BILLED LATER, AFTER YOUR APPLICATION IS APPROVED.**

Please feel free to contact the plan administrator, Hagan Benefits, Inc., if you have any questions regarding this plan or how to complete your application. Their toll-free number is: **1-800-456-0737** or e-mail to **SBSD@hagangroup.com**.

**NOTICE OF INSURANCE INFORMATION PRACTICES**

Your application is our major source of information. However, The Hartford may also collect or verify information by contacting individuals or organizations which have information or records about you or others to be insured.

Information regarding your insurability will be treated as confidential. Such information will not be disclosed to others without your authorization, except to the extent necessary for the conduct of our business. The Hartford or its reinsurer(s) may, however, make a brief report thereon to the Medical Information Bureau, a non-profit membership organization of life insurance companies, which operates an information exchange on behalf of its members. If you apply to another Bureau member company for life or health insurance coverage, or a claim for benefits is submitted to such a company, the Bureau, upon request, will supply such company with the information in its file.

Upon receipt from you, the Bureau will arrange disclosure of any information it may have in your file. Medical information will be disclosed only to your attending physician. If you question the accuracy of information in the Bureau's file, you may contact the Bureau and seek a correction in accordance with the procedures set forth in the Federal Fair Credit Reporting Act. The address of the Bureau's information office is MIB, Inc., PO Box 105, Essex Station, Boston MA 02112; telephone number (617)426-3660.

The Hartford or its reinsurer(s) may also release information in your file to other insurance companies to which you may apply for life or health insurance, or to which a claim for benefits may be submitted.

Upon written request, The Hartford will provide you with information in your file. Medical information will be disclosed only through a physician you designate. Details regarding your right to correct or amend information in your file will be furnished upon written request.

If you would like further details, contact The Hartford, PO Box 2999, Hartford, CT 06104-2999, Attn: Group Benefits Department.

The Hartford is one of the largest life and disability insurance groups in the U.S. Their investment portfolio is of the highest quality, and their financial returns continue to earn strong stable ratings in the industry. Hartford is rated A+ by A.M. Best, an independent industry analyst.<sup>1</sup> Along with a reputation for rock solid financial stability, this carrier has become known for its innovation in developing services and benefits for today's insurance climate.

**Plan Administered by:**

Hagan Benefits, Inc.  
P.O Box 5090  
Sioux Falls, S.D. 57117-5090

**Underwritten by:**

Hartford Life Insurance Company  
Hartford CT 06115  
Policy Form #SRP-1311 (HL) (5104)



**Hartford Life**

**Policy Form SRP-1311 (HL) (5098/5099)**  
**Brochure # SRH-3312-EQ**  
**Printed in U.S.A.**

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<sup>1</sup> Based on ratings as of 6/30/03. A+ is the second highest of 15 A.M. Best categories.