

***NORTH DAKOTA
PUBLIC EMPLOYEES
RETIREMENT***



VOLUNTARY DENTAL PLAN

Effective January 1, 2004

Privacy Notice

This notice is being sent to you in order to ensure our compliance with the Health Insurance Portability and Accountability Act of 1996. ING Employee Benefits supports the effort to protect patient confidentiality and the security of individual health information.

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review this information carefully.

This notice is effective April 14, 2003 and applies to the following coverages*: Cancer Insurance and Dental Insurance.

1. Statement of Our Duties

We are committed to maintaining the privacy of your personal health information and complying with all state and federal privacy laws. The purpose of this Privacy Notice is to inform you of our privacy practices and legal duties. We are required to:

- maintain the privacy of protected health information;
- provide you with this notice of our legal duties and privacy practices with respect to your health information;
- abide by the terms of this notice;
- notify you if we are unable to agree to a requested restriction on how your information is used or disclosed;
- accommodate reasonable requests that you may make to communicate health information by alternative means or at alternative locations; and
- obtain your written authorization to use or disclose your health information for reasons other than those identified in this notice and permitted under law.

We reserve the right to change our information practices and to make the new provisions effective for all protected health information we maintain. In the event of changes, a revised notice will be provided to you by mail.

2. Statement of Your Rights

You have a right to know how we may use or disclose your personal health information. This notice informs you of those uses and disclosures. There are certain uses and disclosures of your personal health information that we are permitted or required to make by law without your permission. For all other uses and disclosures, we first must obtain your permission. In addition, you have the following rights:

- The right to request that we place additional restrictions on our uses and disclosures of your personal health information. However, we are not obligated to agree to impose any such additional restrictions.
- The right to access, inspect and copy the protected information pertaining to you that we maintain in our files about you, and the right to have us correct or amend any information that we create in error. Requests to access or amend your health information should be sent to the contact person and address provided in Section Eight of this Privacy Notice.
- The right to receive an accounting of the disclosures of your personal health information that we make for purposes other than activities related to your treatment, or our payment functions or other health care operations.
- The right to request that you receive communications of personal health information in a confidential manner.

3. Information We Collect About You

We collect the following categories of information about you from the following sources:

- Information that we obtain directly from you, in conversations or on applications or other forms that you complete.
- Information that we obtain as a result of our transactions with you.
- Information that we obtain from your medical records or from medical professionals.
- Information that we obtain from other entities, such as health care providers or other insurance companies, in order to service your policy or carry out other insurance-related needs.

4. Permissible Uses and Disclosures of Protected Information

- **To Carry Out Treatment Functions.** We may use or disclose your health information without your permission in order for health care providers to provide you with treatment.
- **To Carry Out Payment Functions.** We may use or disclose your health information without your permission to carry out activities relating to reimbursing you for the provision of health care, obtaining premiums, determining coverage, and providing benefits under the policy of insurance that you are purchasing. Such functions may include reviewing health care services with respect to medical necessity, coverage under the policy, appropriateness of care, or justification of charges.

• **To Carry Out Certain Operations Relating To Your Benefit Plan.**

We also may use or disclose your protected health information without your permission to carry out certain limited activities relating to your health insurance benefits, including reviewing the competence or qualifications of health care professionals, conducting quality assessment activities, amending, replacing or adding benefits, and placing contracts for stop loss or reinsurance coverage.

• **In Situations Permitted Or Required By Law.**

We also may use or disclose your protected health information without your written permission for other purposes permitted or required by law, including the following:

- As authorized by and to the extent necessary to comply with workers compensation or other no-fault laws.
- To a health oversight agency for activities including audits or civil, criminal or administrative proceedings.
- To a public health authority for purposes of public health activities (such as to the Food and Drug Administration to report consumer product defects).
- To a law enforcement official for law enforcement purposes or in response to a court order or in the course of any judicial or administrative proceeding.
- To organ procurement organizations, or to other entities for approved research purposes.

- To a government authority, including a social service or protective services agency, authorized to receive reports of abuse, neglect or domestic violence.

• **For Purposes For Which We Have Obtained Your Written Permission.**

All other uses or disclosures of your protected health information will be made only with your written permission, and any permission that you give us may be revoked by you at any time.

5. Complaints About Misuse of Health Information

You may complain either directly to us or to the Secretary of Health and Human Services if you believe that your rights with respect to our protection of your health information have been violated.

You may file a complaint with us by submitting a complaint in writing to the address shown in Section Eight of this Privacy Notice. Please include as many details (such as names and dates) as possible. You will not be retaliated against in any way for filing a complaint.

6. Our Practices Regarding Confidentiality and Security

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

7. Our Policy Regarding Dispute Resolution

Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

8. Contact Person For Filing a Complaint or Obtaining Further Information

If you have any questions or complaints, please contact:

Phil Ricker
HIPAA Privacy Officer
ING Employee Benefits
Mail Station 6693
20 Washington Avenue South
Minneapolis, MN 55401

This privacy notice applies to the following ING Companies:
ING Employee Benefits*

* Products and services provided by ReliaStar Life Insurance Company and ReliaStar Life Insurance Company of New York.

CONTENTS

CERTIFICATION PAGE	1
SCHEDULE OF BENEFITS	2
Dental Insurance	2
EMPLOYEE'S INSURANCE	4
DEPENDENT'S INSURANCE	7
DENTAL INSURANCE	11
Covered Expenses	11
COORDINATION OF BENEFITS	14
CLAIM PROCEDURES	17
GENERAL PROVISIONS	18
DEFINITIONS	19

IT IS THE INTENT OF THE NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT SYSTEM (NDPERS) TO FULLY COMPLY WITH THE AMERICANS WITH DISABILITIES ACT (ADA). ANYONE WITH ANY DISABILITY WHO MIGHT NEED SOME FORM OF ACCOMMODATION OR ASSISTANCE CONCERNING THE SERVICE OR INFORMATION PROVIDED, SHOULD CONTACT THE NDPERS ADA COORDINATOR AT (701) 328-3900 OR TOLL FREE AT 1-800-803-7377 IF YOU ARE OUTSIDE THE BISMARCK-MANDAN CALLING AREA.

B-6161 (10-04)

**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
28275-8DEN200**

**Policyholder
North Dakota Public Employees
Retirement System**

The Dependent's Insurance part of this certificate applies to you only if you are insured for it. 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

(Applicable to Insureds Enrolled on or after January 1, 1999)

Dental Insurance

All benefits listed are for each covered individual.

Maximum Lifetime Benefit

- Orthodontic (children only) \$1,500
- All Other Benefits Unlimited

Annual Benefit

- All benefits except orthodontic \$1,000

Benefit Period..... Calendar Year

Deductible

- Type I – Preventive and Diagnostic Treatment \$10, per visit*
- Type II and III – Basic and Major Treatment \$50, per year
- Type IV – Orthodontic Treatment \$0
- Accumulation Period Calendar Year**

*The deductible for Type I preventive and diagnostic expenses is the amount payable by you or your insured dependent each time you visit a dentist's office.

The \$10.00 per person, per visit, preventive deductible will apply if one or more of the following procedures are performed on the same day: prophylaxis, routine examinations, routine bitewing x-rays, fluoride treatments, full mouth or panoramic x-rays and sealants.

**Not applicable to Type I preventive and diagnostic expenses.

Benefit Percentage

- Type I – Preventive and Diagnostic Treatment 100%*
- Type II – Basic Treatment 80%
- Type III – Major Treatment 50%
- Type IV – Orthodontic Treatment (children only) 50%

*ReliaStar Life will pay only the Reasonable and Customary charges for the treatment or service.

Waiting Period

	Employee/Dependent
• Type I – Preventive and Diagnostic Treatment	None
• Type II – Basic Treatment	6 months
• Type III – Major Treatment	1 year
• Type IV – Orthodontic Treatment (children only)	2 years

Re-Enrollment Restriction Period: 3 years

(This applies only if you were insured and then dropped the insurance and wish to reapply –
 – for active Employees, during the Annual Enrollment Period, or
 – for Retirees, within 31 days of experiencing one or more of the Qualifying Life Events described under "Retirement" in the Employee's Insurance section.)

SCHEDULE OF BENEFITS

(Applicable to Insureds Enrolled prior to January 1, 1999)

Dental Insurance

Maximum Lifetime Benefit

- Orthodontic (children and adults) \$1,500
- All Other Benefits Unlimited

Annual Benefit

- All benefits except orthodontic \$1,000

Benefit Period..... Calendar Year

Deductible

- Type I – Preventive and Diagnostic Treatment \$10, per visit*
- Type II and III – Basic and Major Treatment \$50, per year
- Type IV – Orthodontic Treatment \$0
- Accumulation Period Calendar Year**

*The deductible for Type I preventive and diagnostic expenses is the amount payable by you or your insured dependent each time you visit a dentist's office.

The \$10.00 per person, per visit, preventive deductible will apply if one or more of the following procedures are performed on the same day: prophylaxis, routine examinations, routine bitewing x-rays, fluoride treatments, full mouth or panoramic x-rays and sealants.

**Not applicable to Type I preventive and diagnostic expenses.

Benefit Percentage

- Type I – Preventive and Diagnostic Treatment100%
- Type II – Basic Treatment 80%
- Type III – Major Treatment 50%
- Type IV – Orthodontic Treatment (children and adults) 50%

Waiting Period

	Employee/ Dependent
• Type I – Preventive and Diagnostic Treatment	None
• Type II – Basic Treatment	6 months
• Type III – Major Treatment	1 year
• Type IV – Orthodontic Treatment (children and adults)	2 years

Re-Enrollment Restriction Period: 3 years

(This applies only if you were insured and then dropped the insurance and wish to reapply at the Annual Enrollment Period).

EMPLOYEE'S INSURANCE

Eligibility

The employee is eligible on the first day of the month after the date the employee starts continuous service with the Policyholder. **Exception:** If you were previously covered by this Plan and then dropped coverage or had coverage cancelled and now are re-enrolling in this Plan, you must complete the Re-Enrollment Restriction Period shown on the Schedule of Benefits, unless you are being re-employed with the state after a Reduction in Force (RIF), or while on COBRA continuation.

The employee must meet the following conditions to become insured –

- Be eligible for the insurance.
- Be actively at work.
- Apply for insurance within 31 days after becoming eligible. If you do not apply within 31 days of becoming eligible, you will have to wait until the next annual enrollment period. The beginning and end dates of the annual enrollment period are determined and communicated each calendar year prior to the Plan's anniversary date. (Also see "Retirement" at the end of this Employee's Insurance section.)

Effective Date of Employee's Insurance

The employee's insurance starts on the latest of the following dates:

- The date the employee becomes eligible.
- The date the employee returns to active work if the employee is not actively at work on the date insurance would otherwise start. **Exception:** The employee's insurance starts on a nonworking day if the employee was actively at work on the employee's last scheduled working day before the non-working day.
- The date the employee applies for insurance.
- The January 1 on or next following the date you enroll during an annual enrollment period.

The employee must complete the required waiting period as shown on the Schedule of Benefits for all types of treatment. Expenses incurred during the waiting period will not be applied to the deductible applicable under the Group Policy. A waiting period is the period of time during which you are insured and pay premiums, but coverage for the treatment is not provided until that time period is met.

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 state or participating governmental unit, unless you qualify for continuation as set forth below.
- 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 end of the period for which you paid premiums, if you do not make the next required premium contribution when due.

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 and continue to pay the monthly premium.

Continuation of Insurance

If you are no longer eligible for insurance because –

- you stop active work, or
- you begin to work fewer hours than required under the definition of employee in the Group Policy, your insurance may be continued. Premiums must be paid. Your insurance stops at the end of the period for which your premiums were paid, if the next premium contribution is not paid on time. The length of time your insurance continues depends on the reason you stopped active work or began working too few hours. Your continuation of insurance is subject to all other terms of the Group Policy.

EMPLOYEE'S INSURANCE

Employment Terminates or Hours are Reduced

If –

- you stop active work because your employment terminates for any reason other than gross misconduct, or
- you begin working fewer hours than required under the definition of employee in the Group Policy, You may continue your insurance up to the earliest of the following:
 - The date you become covered under any other group dental plan, if the new plan does not have any preexisting conditions limitations or the new plan's preexisting conditions limitations do not apply to you.
 - The date you are covered by Medicare.
 - The end of the 18 month period following the date you stop active work or begin to work fewer hours than required under the definition of employee.
 - The date the Group Policy terminates.

If you continue your insurance due to working fewer hours than required under the definition of employee and then you stop active work, no additional time period for continuation of insurance other than the original 18 months is available to you due to your stopping active work, unless you are totally disabled at or within 60 days after the time you terminate employment or at the time your hours are reduced.

If your employment terminates or hours are reduced and you are totally disabled or you become totally disabled within 60 days after your employment terminates or hours are reduced and you continue to be totally disabled at the end of the 18 month period following the date you stop active work, you may continue your insurance for an additional period as outlined below.

To continue coverage for an additional time period you must provide your employer or plan administrator with notice of:

- a determination of disability under the Social Security Act (Title II or Title XVI) **before** the end of the 18 month continuation outlined above, and
- any final determination of your disabled status under the Social Security Act within 60 days of the determination.

The additional period of coverage due to your total disability continues until the earlier of the following:

- The end of the 29 month period following the date your employment terminated or your hours were reduced.
- The first day of the month that is more than 30 days after the final determination under the Social Security Act that you are no longer disabled. You have a duty to notify the employer or plan administrator within 30 days of any final determination.
- The date you become covered under any other group dental plan, if the new plan does not have any preexisting conditions limitations or the new plan's preexisting conditions limitations do not apply to you.
- The date you are covered by Medicare.
- The date the Policy terminates.

You have a duty to elect to continue your insurance. There is a maximum time period of 60 days in which to make your election. This 60 day period begins on the later of the date insurance would otherwise stop or the date your employer or plan administrator provides notice of the right to continue insurance. If the election is not made during that time period, any rights to continue are forfeited. Details are available from your employer or the Policyholder.

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 for one year after the policy month you stop active work.

Sickness or Accidental Injury

If you stop active work because of sickness or accidental injury, and you are not totally disabled, the Policyholder may continue your –

- Insurance up to the earlier of the following dates:
 - One year from the date you stop active work.
 - The date you start work for pay or profit with any other employer.

EMPLOYEE'S INSURANCE

Retirement

You may continue your Dental Insurance at the time of retirement if you are a member of the North Dakota Public Employees Retirement System (NDPERS), Highway Patrol Retirement System, Judges' Retirement System, Air National Guard Security Police and Firefighters Retirement System, Teacher's Fund For Retirement (TFFR), Teacher's Insurance and Annuity Association-College Retirement Equities Fund (TIAA-CREF) or the Job Service Retirement System. As a retiree you are eligible to continue coverage if you are receiving a retirement benefit from one of the above-named Systems. A surviving spouse is eligible for coverage if they are receiving a benefit from one of the above-named Systems.

TIAA-CREFF members must authorize a deduction from a bank account or other financial institution.

You will have the option to have the premium deducted from your NDPERS or TFFR pension check or from a bank account.

If your Dental Insurance is cancelled or you elect to drop your insurance for any reason, you may re-enroll in the Plan if you experience one or more of the Qualifying Life Events described below.

However, you will have to complete the Re-enrollment Restriction Period shown on the Schedule of Benefits.

If you are not enrolled in the Plan at the time of retirement, you will be eligible to enroll only if you experience one or more of the Qualifying Life Events described below, and provided you are receiving a monthly retirement benefit from any of the aforementioned retirement systems. Enrollment will be subject to the conditions set forth in the Schedule of Benefits.

Qualifying Life Events

For purposes of the immediately preceding section, **Qualifying Life Event** means one of the following:

- Retirement. Your date of retirement is defined as –
 - your last day of active employment, if you do not defer your retirement benefit or you take a lump-sum refund of your retirement account.
 - the date of your first retirement check, if you defer your retirement benefit.
- Your 65th birthday or eligibility for Medicare.
- Your spouse's or eligible dependent's 65th birthday or eligibility for Medicare.
- The loss of coverage in a dental plan sponsored or provided by your employer, or by your spouse's employer if you are covered through your spouse's employer's group plan. This includes loss of coverage due to the death of or divorce from a spouse, as well as exhaustion of COBRA continuation coverage.
- Marriage.
- Birth, adoption or appointment of children for legal guardianship.

If you do not enroll within 31 days of any one of the above events, you will have forfeited your right to enroll in the plan in the future.

DEPENDENT'S INSURANCE

Eligibility

You are eligible for Dependent's Insurance on the later of the following dates:

- The date you are eligible for Employee's Insurance.
- The date you first acquire a dependent as defined in the "Definitions" section in the back of this book.

Exception: If you were previously covered by this Plan and then dropped coverage or had coverage cancelled and now are re-enrolling in this Plan, you must complete the Re-Enrollment Restriction Period shown on the Schedule of Benefits, unless you are being re-employed with the state after a Reduction in Force (RIF).

You must meet all of the following conditions to become insured for Dependent's Insurance:

- Be insured for Employee's Insurance.
- Apply for Dependent's Insurance. You must apply for all dependents you have within 31 days of the date you are eligible for Dependent's Insurance. If you do not apply for Dependent's Insurance within 31 days, you may apply at the next annual enrollment period.

If you and your spouse are insured as employees under the Group Policy, either you or your spouse, but not both, can apply for Dependent's Insurance. If the spouse carrying the Dependent's Insurance stops being insured as an employee, the other spouse may become insured for Dependent's Insurance by applying within 31 days.

Effective Date of Dependent's Insurance

Your dependent's insurance starts on the latest of the following dates:

- The date you become eligible for Dependent's Insurance.
- The date of your dependent's final discharge from any facility for care and treatment of sickness or accidental injury, for any dependent, other than a newborn, who is confined in such facility on the date your dependent's insurance starts.
- The date you apply for Dependent's Insurance.
- The first day of the month following the date you apply for Dependent's Insurance if you apply within 31 days of acquiring a new dependent.
- The January 1 on or next following the date you enroll your dependents during an annual enrollment period.

Each insured dependent must complete the required waiting periods shown on the Schedule of Benefits for all types of treatment. Expenses incurred during the waiting period will not be applied to the deductible applicable under the Group Policy. A waiting period is the period of time during which your insured dependent is covered and premiums are paid, but coverage for the treatment is not provided until that time period is met.

A newborn dependent is insured from the date of birth if you apply within 31 days following the date of birth.

If you acquire a new dependent while insured for Dependent's Insurance, that dependent becomes insured automatically unless confined in any facility for the care and treatment of sickness or accidental injury. A new dependent who is confined is insured on the date of his or her final discharge from the facility which provides care and treatment for sickness or accidental injury. A newborn dependent is insured automatically, whether or not confined.

Termination of Insurance

Your Dependent's Insurance stops on the earliest of the following dates:

- The date the Dependent's Insurance part of the Group Policy stops.
- The date the Group Policy terminates.
- The end of the period for which you made your last premium contribution for Dependent's Insurance if you do not make the next required contribution when due.
- The date your insurance stops. This does not apply if your insurance stops because you have received the maximum benefits under the Group Policy. In this case your dependent's insurance continues until otherwise stopped under the Group Policy.
- The last day of the month during which your insured dependent is no longer a dependent or a student dependent as defined.

ReliaStar Life stops providing a specific benefit under your dependent's insurance on the date that benefit is no longer provided under the Group Policy.

DEPENDENT'S INSURANCE

Termination of Eligibility as a Student Dependent

(See the Definitions section for definitions of Dependent and Student Dependent.)

Your student dependent is no longer an eligible student on the earliest of the following dates:

- The date of graduation.
- The date he or she voluntarily stops attending school full-time.
- Thirty-one days following the date he or she involuntarily stops attending school full-time and does not return to school full-time within that 31 days.
- At the end of any 12 month period during which the student dependent did not complete at least 8 months of full-time attendance, unless he or she is attending school full-time on that date.

Insurance does not stop solely due to school vacations. If your insured student dependent is unable to attend school full-time because of sickness or accidental injury, ReliaStar Life will continue the insurance until the first day of the next regular semester or quarter.

Family and Medical Leave Act of 1993

If your coverage remains in force due to a certified leave under the FMLA, then your dependents' coverage will also remain in force so long as you continue to meet the requirements as set forth in the FMLA and continue to pay the monthly premium.

Qualified Medical Child Support Orders (QMCSO)

If you are insured under the Group Policy, you may enroll your child if you have a QMCSO. Coverage as a result of a QMCSO will end once the order is no longer in effect or if alternative comparable coverage is provided to the child without interruption.

Continuation of Insurance

Your insured dependent's insurance may be continued. Premiums must be paid. Your insured dependent's insurance stops at the end of the period for which the last premium was paid if the next premium is not paid on time. Your insured dependent's continuation is subject to all other terms of the Group Policy.

Maximum Continuation Period

If more than one qualifying event occurs while your dependent's insurance is being continued, the maximum continuation period will be 36 months from the beginning of the first qualifying event or from the date you become covered by Medicare.

A qualifying event is one of the following:

- You stop active work, you begin working fewer hours, or you become covered by Medicare.
- Your death or divorce.
- Your insured dependent's loss of dependent status.

You Stop Active Work, Your Hours are Reduced or You Elect Medicare

If you stop active work and your insurance is being continued, your dependent's insurance will also be continued as shown in the Employee's Insurance part of this certificate, unless the following provisions apply.

If –

- you stop active work, due to termination of employment for any reason other than gross misconduct, or
- begin working fewer hours than required under the definition of employee in the Group Policy, or
- you become covered by Medicare, and
- except for continuation of insurance, your insurance would stop,

ReliaStar Life will continue your dependent's insurance for any dependent who is not covered by Medicare.

If your employment terminates or hours are reduced for any reason other than gross misconduct and your insured dependent is totally disabled at or within 60 days after the time you stop active work, and continues to be totally disabled at the end of the 18 month period following the date you stop active work, your insured dependent may continue insurance for an additional time period as outlined below.

To continue coverage for an additional time period beyond the 18 months you must provide your employer or plan administrator with notice of:

- a determination of your insured dependent's disability under the Social Security Act (Title II or Title XVI) **before** the end of the 18 month continuation outlined above, and

DEPENDENT'S INSURANCE

- any final determination of your insured dependent's disability status under the Social Security Act within 60 days of the determination.

Your insured dependent has a duty to elect to continue insurance. There is a maximum time period of 60 days in which to make the election. This 60 day period begins on the later of the date insurance would otherwise stop or the date your employer or plan administrator provides notice of the right to continue insurance. If election is not made during that time period, any rights to continue are forfeited. Details are available from the employer or Policyholder.

Your Death or Divorce

If you die or divorce, ReliaStar Life will continue your dependent's insurance for any dependent who is not covered by Medicare.

In the case of divorce, there is a duty to notify the employer or Policyholder of the divorce. There is a maximum time period in which the notification must be made. In **all** cases, there is a duty to elect to continue insurance and a maximum time period of 60 days in which the election must be made. This 60 day period begins on the later of the date insurance would otherwise stop or the date your employer or plan administrator provides notice of the right to continue insurance. If notification and election are not made when required, any rights to continue are forfeited. Details are available from the employer or Policyholder.

Loss of Dependent Status

ReliaStar Life will continue your insured dependent child's insurance when he or she is no longer a dependent or a student dependent as defined in the Group Policy or may no longer continue coverage under the **Handicapped Dependent Child** provision. The insurance will be continued if your insured dependent child is not covered by Medicare.

There is a duty to notify the employer or Policyholder of the loss of dependent status. There is a maximum time period in which the notification must be made. In all cases, there is a duty to elect to continue insurance and a maximum time period of 60 days in which the election must be made. This 60 day period begins on the later of the date insurance would otherwise stop or the date your employer or plan administrator provides notice of the right to continue insurance. If notification and election are not made when required, any rights to continue are forfeited. Details are available from the employer or Policyholder.

Handicapped Dependent Child

If your insured dependent child is physically handicapped or mentally retarded and reaches the maximum age for Dependent's Insurance, his or her insurance will continue. To continue insurance you must give ReliaStar Life proof that –

- your child is handicapped and not self-supporting.
- your child became handicapped before reaching the maximum age for Dependent's Insurance.
- your child is dependent on you for support.

Proof must be given within 31 days after the date your child reaches the maximum age for insurance. During the 2 years after your child reaches the maximum age, ReliaStar Life may ask for regular proof of your child's continued handicap. A doctor's exam may be required as part of the proof. After the 2 year period, ReliaStar Life cannot ask for proof more than once a year.

Premiums must be paid to continue your dependent child's insurance.

ReliaStar Life may require that a doctor examine the child before granting a continuation of your dependent's insurance. ReliaStar Life chooses the doctor and pays the fees for all required exams.

The continuation stops on the earliest of the following dates:

- The date the child is no longer handicapped according to the Group Policy.
- The date you do not give ReliaStar Life proof of the child's handicap when asked.
- The date your dependent's insurance would otherwise stop under the Group Policy.

When the insurance under this continuation stops, then your insured dependent child may continue coverage as outlined in the **Loss of Dependent Status** provision.

DEPENDENT'S INSURANCE

Termination of Continuation of Insurance

If your dependent's insurance is being continued because –

- you stopped active work or began working fewer hours than required under the definition of employee,
- of loss of dependent status,
- you become covered by Medicare,

ReliaStar Life will continue your dependent's insurance to the earliest of the following dates:

- The date your dependent becomes covered under any other group dental plan, if the new plan does not have any preexisting conditions limitations or if the new plan's preexisting conditions limitations do not apply to your dependent.
- The date your dependent is covered by Medicare.
- The date the Group Policy terminates.
- The date your dependent's insurance would have stopped if you had not –
 - stopped active work or began working fewer hours than required under the definition of employee.
 - become covered by Medicare.
- The end of the 18 month period following the date you stopped active work or began working fewer hours. **Exception:** If you or your insured dependent were totally disabled on or within 60 days after the date your employment terminated or hours were reduced, coverage continues until the earlier of:
 - the end of the 29 month period following the date your employment terminated or your hours were reduced.
 - the date coverage would have terminated under any of the preceding 4 qualifying dates.
 - the first day of the month that is more than 30 days after the final determination under the Social Security Act that you or your insured dependent are no longer disabled. You have a duty to notify the employer or plan administrator within 30 days of any final determination.
- The end of the 36 month period –
 - after the date you become covered by Medicare.
 - following the date your insured dependent is no longer a dependent as defined in the Group Policy or is no longer a handicapped dependent child.

If you die or divorce, ReliaStar Life will continue your dependent's insurance to the earliest of the following dates:

- For any insured dependent:
 - The date your dependent becomes covered under any other group dental plan, if the new plan does not have any preexisting conditions limitations or if the new plan's preexisting conditions limitations do not apply to your dependent.
 - The date your dependent is covered by Medicare.
 - The date the Dependent's Insurance for your dependent would have stopped if you had not died or divorced.
- For all insured dependents:
 - The end of the 36 month period after your death or divorce.
 - The date the Group Policy terminates.

The maximum aggregate period of continuation for any or all qualifying events is 36 months.

DENTAL INSURANCE

Dental Insurance pays benefits if you or your insured dependent incur covered dental expenses. The treatment or service must be necessary and appropriate. ReliaStar Life will pay only the reasonable and customary charges for the treatment or service. The treatment or service must be prescribed by a doctor or dentist.

ReliaStar Life will pay a percentage (the benefit percentage) after you or your insured dependent has satisfied any deductible during the accumulation period. The benefit percentages, deductibles and accumulation period are shown on the Schedule of Benefits.

Deductible

The deductible is the amount of covered expenses you or your insured dependent must incur during the accumulation period before ReliaStar Life will pay benefits.

Carry-over Deductible

Covered expenses used toward meeting the individual deductibles in the last 3 months of a benefit period are used to meet the individual deductibles for the next benefit period.

Maximum Benefit

ReliaStar Life pays dental benefits up to the maximum benefits shown on the Schedule of Benefits while you and each of your dependents are insured under the Group Policy. The amount paid is based on the Schedule of Benefits in effect on the day covered expenses are incurred.

Covered Expenses

All covered expenses are subject to the exclusions. Certain covered expenses are also limited as stated in this section. Covered expenses include only the expenses incurred by you or your insured dependent to the extent they are reasonable and customary. An expense is incurred on the date of treatment, service or purchase. The treatment or service must be appropriate and necessary.

Dental treatment or services will be considered appropriate and necessary if –

- required for the diagnosis or treatment, and
- commonly and customarily recognized as appropriate throughout the dental community.

Covered expenses are not expenses which are:

- payable under any medical insurance provided by the Policyholder.
- in excess of the dental maximum benefit shown on the Schedule of Benefits.

The general types of dental treatments covered under the Group Policy are as follows:

Type I – Preventive and Diagnostic Treatment

- Prophylaxis performed by a dentist or dental hygienist.
- Routine examinations.
- Routine bitewing x-rays.
- Fluoride treatments if insured is less than 19 years old.

The above treatments are only payable twice in any one benefit period.

- Full mouth x-rays. ReliaStar Life covers only one set of full mouth x-rays in a period of 36 months in a row.
- Space maintainers for missing primary teeth.
- Palliative treatment, including emergency exams, needed to ease dental pain.
- Diagnostic x-rays and laboratory procedures.
- Application of sealants to the permanent molars of your insured dependent child if less than 19 years old. ReliaStar Life pays for one application every 3 years.

Type II – Basic Treatment

- Amalgam, silicate, acrylic and composite fillings.
- Medicine or prescribed drugs for dental conditions.
- Endodontics, including root canal therapy.
- Periodontal therapy to stop any severe and recurring symptoms, including periodontal prophylaxis and occlusal adjustments.
- Consulting with a dentist or doctor other than the doctor or dentist providing treatment. **Exception:** ReliaStar Life will not cover consulting for preorthodontic treatment.
- General anesthesia or I.V. sedation for oral surgery, except when due to preorthodontic treatment.
- Relining or rebasing after 6 months from the date of placement of a denture. ReliaStar Life covers only one relining or rebasing in a period of 36 months in a row.

DENTAL INSURANCE

- Repair of crowns, dentures or bridgework.
- Oral surgery performed inside the mouth.
- Pulling of teeth, including removal by surgery of impacted teeth, except when due to preorthodontic treatment.

Type III – Major Treatment

You or your insured dependent must send ReliaStar Life a dentist's pretreatment estimate form for major treatment listed below. ReliaStar Life must approve the service or treatment before it begins.

ReliaStar Life considers the various treatments, services or materials available in determining the benefit. The covered dental expense will be limited to reasonable and customary charges for the most economical treatment, service or material.

ReliaStar Life pays covered expenses for the following:

- Inlays, onlays, crowns and build-ups for crowns, veneers, and other laboratory processed restorations.
- Implantology provided the crown, bridge, or denture is a covered expense.
- First placement of bridges.
- First placement of partial or full dentures.
- Bridge or denture replacement if –
 - 5 years has passed since the last placement and the bridge or denture is not serviceable.
 - the existing denture cannot be used because of the first placement of an opposing full denture.

Any benefits paid for temporary crowns, bridges or dentures are subtracted from benefits paid for permanent crowns, bridges or dentures. The total benefit paid for temporary dentures will not be more than the maximum benefit for permanent dentures.

Type IV – Orthodontic Treatment

You or your insured dependent must send ReliaStar Life a dentist's pretreatment estimate form for orthodontic treatment listed below. ReliaStar Life must approve the service or treatment before it begins.

ReliaStar Life uses the approved dentist's pretreatment estimate form as a basis for determining the amount of payment. Benefits are paid periodically. If needed, ReliaStar Life includes any separate charges for the first appliances. ReliaStar Life pays according to the Schedule of Benefits in effect on the day the course of treatment begins.

ReliaStar Life pays covered expenses for the following:

- Initial diagnostic procedures.
- Removal of teeth.
- Correction of malocclusion by wire appliances, braces, and other mechanical aids.

Extended Coverage After Dental Insurance Ends

Certain procedures may be covered beyond the date your or your insured dependent's insurance ends. These procedures are root canal treatments, dentures, crowns, bridges, and other laboratory processed restorations. A procedure begins when a service is performed on the teeth or gums. For purposes of this extension provision, a procedure does not include diagnostic services such as x-rays or initial treatment impressions.

For coverage to be extended:

- the procedure must begin before your or your insured dependent's Dental Insurance ends under the Group Policy, and
- the procedure must be completed within 60 days after your or your insured dependent's Dental Insurance ends under the Group Policy.

Benefits for orthodontic treatment will be payable only for the months that the insurance is in force.

DENTAL INSURANCE

Exclusions

Unless specifically stated elsewhere in this certificate, Dental Insurance does not cover expenses resulting from any of the following:

- Services which are paid by a government or given to you or your insured dependent without charge if you did not have insurance.
- Hospital room and board and miscellaneous hospital expenses.
- Accidental injury for which you or your insured dependent has or had a right to payment under a workers' compensation or similar law.
- Accidental injury arising out of or in the course of work for pay, profit, or gain. **Exception:** ReliaStar Life pays benefits for a person who is not covered by workers' compensation and lawfully chose not to be.
- Dental treatment for cosmetic reasons. **Exception:** ReliaStar Life pays covered expenses for reconstructive surgery or treatment which is required –
 - because of accidental injury which takes place while you or your insured dependent are insured for this benefit.
 - for a congenital defect of an insured dependent child born to you or your spouse while insured for Dependent's Insurance.
- Dental treatment for which you are not required to pay.
- Dental checkups or dental screening by your employer, a school or a government.
- Medicine or prescribed drugs for dental conditions if covered under the Prescription Drug Benefit.
- Any treatment that is educational, experimental, investigational, or done primarily for research.
- Dental supplies.
- Infection control, including sterilization of supplies and equipment.
- Dietary planning, plaque control or oral hygiene instructions.
- Missed appointments or completion of claim forms.
- Any restorations or treatment used mainly to keep periodontally involved teeth from moving or to restore occlusion.
- Replacement of a lost or stolen prosthetic device or any other device or appliance.
- Any dentures, crowns, inlays, onlays, bridgework or other appliances or services mainly for altering vertical dimension.
- Sickness or accidental injury –
 - resulting from any armed conflict, whether declared as war or not, involving any country or government.
 - while on military service for any country or government.
- Treatment or services provided by a close relative.
- The first placement of dentures or bridgework to replace teeth removed before you or your insured dependent was covered for this insurance.

COORDINATION OF BENEFITS

Definitions

Allowed Expense – the reasonable and customary expense for medical or dental care or treatment. Part of the expenses must be covered under at least one of the plans insuring you or your insured dependent.

Coordination of Benefits – the way benefits are payable under more than one medical or dental plan. Under coordination of benefits, you or your insured dependent will not receive more than the allowed expenses for a loss.

Plan – any of the following which provides medical or dental benefits or services:

- This Group Policy.
- Any group, blanket or franchise health insurance.
- A group contractual prepayment or indemnity plan.
- A Health Maintenance Organization (HMO), whether group practice or individual practice association.
- A labor-management trusteed plan or a union welfare plan.
- An employer or multi-employer plan or employee benefit plan.
- A government program.
- Insurance required or provided by statute.
- Group hospital indemnity benefits in excess of \$100 per day.
- Uninsured arrangements of group or group-type coverage.
- Medical benefit coverage in group, group-type and individual automobile "no-fault" and traditional automobile "fault" type contracts.

Plan does not include any individual or family policies or contracts or public medical assistance programs, group hospital indemnity benefits of \$100 per day or less, or school accident-type coverages.

Primary Plan/Secondary Plan – when this plan is primary, its benefits are determined before those of another plan. The benefits of another plan are not considered. When this plan is secondary, its benefits are determined after those of another plan. Its benefits may be reduced because of another plan's benefits. When there are more than 2 plans, this plan may be primary as to one and may be secondary as to another.

Effect on Medical and Dental Benefits

Applicability

This coordination of benefits provision applies when the employee or the employee's insured dependent has medical or dental coverage under more than one plan. If this provision applies, the benefit determination rules state whether this plan pays before or after another plan.

The benefits of this plan –

- will not be reduced when this plan is primary.
- may be reduced when another plan is primary and this plan is secondary. The benefits of this plan are reduced so that they and the benefits payable under the other plan do not total more than 100% of the allowed expenses.
- will not exceed the benefits payable in the absence of other coverage.

Order of Benefit Determination Rules

This plan determines its order of benefits by using the first of the following that applies:

General. A plan that does not coordinate with other plans is always the primary plan.

Non-dependent/Dependent. The benefits of the plan which covers the person as an employee, member or subscriber (other than a dependent) is the primary plan; the plan which covers the person as a dependent is the secondary plan.

COORDINATION OF BENEFITS

Dependent Child/Parents Not Separated or Divorced. When this plan and another plan cover the same child as a dependent of different parents benefits are determined as follows:

- The primary plan is the plan of the parent whose birthday (month and day) falls earlier in the year. The secondary plan is the plan of the parent whose birthday falls later in the year.
- If both parents have the same birthday, the benefits of the plan which covered the parent the longer is the primary plan; the plan which covered the parent the shorter time is the secondary plan.
- If the other plan does not have the birthday rule, but has the male/female rule and if, as a result, the plans do not agree on the order of benefits, the rule in the other plan will determine the order of benefits.

Dependent Child/Separated or Divorced Parents. If 2 or more plans cover a person as a dependent child of divorced or separated parents, benefits for the child are determined in this order:

- First, the plan of the parent with custody of the child;
- Then, the plan of the spouse of the parent with custody;
- Finally, the plan of the parent without custody of the child.

However, if the specific terms of a court decree state that one parent is responsible for the health care expenses of the child and the entity obligated to pay or provide the benefits of the plan of that parent has actual knowledge of those terms, that plan is the primary plan. This paragraph does not apply with respect to any benefit period or plan year during which any benefits are actually paid or provided before the entity has actual knowledge.

Active/Inactive Employee. The primary plan is the plan which covers the person as an employee who is neither laid off or retired (or as that employee's dependent). The secondary plan is the plan which covers that person as a laid off or retired employee (or as that employee's dependent). If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule does not apply.

Longer/Shorter Length of Coverage. If none of the above rules determine the order of benefits, the primary plan is the plan which covered an employee, member or subscriber longer. The secondary plan is the plan which covered that person the shorter time.

The Effect of Medicare

Medicare Entitlement Based on Age

If you or your insured dependent spouse is age 65 or over, the following provisions apply:

The Group Policy is primary and Medicare is secondary if both of the following are true:

- The Group Policy is issued to an employer with at least 20 employees.
- You and/or your dependent spouse are eligible for coverage under the Group Policy based on your current employment status, as defined by Medicare.

If you or your dependent spouse wish to have Medicare as primary coverage, coverage under the Group Policy must be terminated. The Group Policy cannot provide secondary coverage under the conditions listed above.

Medicare is primary and the Group Policy is secondary for you or your insured dependent spouse if you or your insured dependent spouse is covered under the Group Policy, but the conditions listed above are not met.

If you or your insured dependent is also entitled or eligible for Medicare based on end-stage renal disease, the rules under **Medicare Entitlement Based on ESRD** apply.

Medicare Entitlement Based on Disability

If you or your insured dependent is less than age 65 and entitled to Medicare because of disability, the following provisions apply:

The Group Policy is primary and Medicare is secondary if both of the following are true:

- The Group Policy is issued to an employer with at least 100 employees.
- You and/or your dependent are eligible for coverage under the Group Policy based on your current employment status, as defined by Medicare.

If you or your dependent wish to have Medicare as primary coverage, coverage under the Group Policy must be terminated. The Group Policy cannot provide secondary coverage under the conditions listed above.

COORDINATION OF BENEFITS

Medicare is primary and the Group Policy is secondary for you or your insured dependent if you or your insured dependent is covered under the Group Policy but the conditions listed above are not met.

If you or your insured dependent is also entitled or eligible for Medicare based on end-stage renal disease, the rules under **Medicare Entitlement Based on ESRD** apply.

Medicare Entitlement Based on End-Stage Renal Disease (ESRD)

If you or your insured dependent is entitled or eligible for Medicare because of end-stage renal disease (ESRD), the following provisions apply:

The Group Policy is primary and Medicare is secondary during the first 30 months in which you or your insured dependent is entitled or eligible for Medicare because of ESRD.

Exception: Medicare is primary and the Group Policy is secondary if both of the following are true:

- You or your insured dependent is first entitled to Medicare based on age or disability and then become entitled or eligible based on ESRD.
- The Group Policy was properly paying secondary to Medicare based on the rules described above for Age or Disability.

After 30 months, Medicare is primary and the Group Policy is secondary.

Right to Receive and Release Information

Certain facts are needed to coordinate benefits. ReliaStar Life has the right to decide which facts it needs. ReliaStar Life may get needed facts from or give them to any other organization or person. ReliaStar Life need not tell, or get the consent of any person to do this. Each person claiming benefits under this plan must give ReliaStar Life any facts it needs to pay the claim.

Facility of Payment

A payment made under another plan may have included an amount which should have been paid under this plan. If it does, ReliaStar Life may pay that amount to the organization that made the payment. That amount will then be treated as though it were a benefit paid under this plan. ReliaStar Life will not pay that amount again. The term "payment made" includes providing benefits in the form of services. In this case "payment made" means the reasonable cash value of the benefits provided in the form of services.

Right of Recovery

If the amount of the payments made by ReliaStar Life is more than it should have paid, ReliaStar Life may recover the excess from one or more of the following:

- The persons ReliaStar Life has paid or for whom it has paid.
- Insurance companies.
- Other organizations.

The "amount of payments made" includes the reasonable cash value of any benefits provided in the form of services.

The Effect of No-Fault Auto Insurance on Benefits

First party auto insurance coverage is considered primary. ReliaStar Life coordinates the benefits payable under the Group Policy with the first party benefits that auto insurance pays or would pay without regard to fault for the same covered expenses. This also applies to the extent first party auto insurance coverage is legally required but not in force. No credit will be given for savings due to this coordination of benefits.

CLAIM PROCEDURES

Submitting a Claim

You, your insured dependent 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 or your insured dependent, 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, your insured dependent 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, your insured dependent 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 or your insured dependent does 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. It also includes copies of itemized doctor, hospital and prescription drug bills or receipts.

Benefit Payments

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

Benefits are paid to you if living, otherwise to your estate. You may authorize ReliaStar Life to pay benefits directly to the provider of medical services or supplies.

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. This applies to payments made to you, your insured dependent or the provider of medical services, supplies and treatment.

GENERAL PROVISIONS

Free Choice of Dentist

You and your insured dependent have the right to choose any dentist.

Health Insurance Assignment

You or your insured dependent may not transfer to anyone else –

- ownership of any certificate issued under the Group Policy.
- Dental 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 or your insured dependent examined while a claim is pending under the Group Policy. ReliaStar Life pays for the initial exam. ReliaStar Life may have an autopsy made if you or your insured dependent dies, if not forbidden by state law.

Incontestability

Your and your dependent's 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 and your dependent's insurance because of inaccurate or false information received relating to your and your insured dependent's insurability. Only statements that are in writing and signed by you or your insured dependent can be used to contest the insurance.

DEFINITIONS

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.

Accumulation Period – the number of consecutive days or months in a benefit period during which you or your insured dependent incur covered expenses that can be used to meet the deductible. A new accumulation period starts with the start of each new benefit period.

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.

Benefit Percentage – the percentage of covered expenses ReliaStar Life pays.

Benefit Period – a calendar year unless the Schedule of Benefits states a different time period for a specific benefit.

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

Dentist – a person, other than a close relative, licensed to practice dentistry.

Dependent –

- your lawful spouse.
- your unmarried child less than 23 years of age.
- your unmarried child 23 but less than 26 years of age who is a student dependent. (See the definition of Student Dependent on the next page.)

The term “child” means –

- your natural or adopted child, who is dependent on you for support and maintenance.
- a child for whom you have a legal obligation for purposes of adoption.
- a child who is primarily dependent on you for support and lives with you in a permanent parent-child relationship, and who is your stepchild, your foster child, or a child for whom you are legal guardian.
- your grandchild who is born to your unmarried dependent child. This grandchild must be primarily dependent on you for support and live with you.

The term “dependent” does not include –

- a spouse or child living outside the United States.
- a spouse or child eligible for Employee's Insurance under the Group Policy.
- a spouse or child on active military duty.
- a 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. 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 sickness or accidental injury for which claim is made, by the state in which treatment is received.

Employee – an active employee of the North Dakota State Government which includes members of the legislative assembly, judges of the supreme or district court, paid members of state boards, commissions, or associations, elective state officers as defined by subsection 2 of section 54-06-01, and disabled permanent employees who are receiving compensation from the North Dakota workers' compensation fund. As used in this subsection, "permanent employee" means one residing in the United States whose services are not limited in duration, who is filling an approved and regularly funded position, and who is employed at least 20 hours per week and at least 20 weeks in a calendar year* and be in a fully funded position which is not limited in duration. Such employee must meet the minimum legal age to contract for insurance in his or her state of residence.

*(Employees hired prior to July 1, 2003 must be employed at least 17 1/2 hours per week and at least five months in a calendar year.)

A **retiree** is an individual who is eligible to receive a normal monthly pension benefit or a disability retirement benefit from the North Dakota Public Employees Retirement System (NDPERS), Highway Patrol Retirement System, Judges' Retirement System, Air National Guard Security Police and Fire-

DEFINITIONS

fighters Retirement System, Teacher's Fund for Retirement (TFFR), Teacher's Insurance and Annuity Association-College Retirement Equities Fund (TIAA-CREF) or the Job Service Retirement System.

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.

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

- Medical leave of absence.
- Temporary layoff.
- The Policyholder suspending its operations, in part or total.
- Strike.

Oral Surgery – related to the diagnosis and treatment of diseases, injuries, and defects in and around the mouth and jaw.

Orthodontic Treatment – related to the preventive care and correction of the teeth and bite.

Policyholder – North Dakota Public Employees Retirement System (NDPERS).

Qualified Medical Child Support Order – any court judgment, decree, or order which gives your child the right to be enrolled under the Group Policy.

Reasonable and Customary – describes those charges which fall within the usual range of charges for the same service or supply in a geographical area. Any unusual charges for a service or supply will be considered usual when additional time, skill, and experience have been required because of any special circumstances or medical complications involved in providing that service or supply.

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

Sickness – any physical illness.

Student Dependent – a dependent who has his or her chief place of residence with you, does not have a regular full-time job and is a full-time student physically attending classes at a school with a regular teaching staff, curriculum and student body.

ReliaStar Life considers full-time to be the number of credits or courses required for full-time students by the school your dependent is attending.

Total Disability, Totally Disabled – you are unable to do the essential duties of your occupation because of sickness or accidental injury. You are not totally disabled if you are at work for pay or profit with any employer.

Your dependent is totally disabled when he or she is unable to engage in the normal activities of a person in good health of the same age and sex.

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.