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CERTIFICATE OF INSURANCE
GROUP SHORT TERM DISABILITY INSURANCE

Policyholder:	Brotherhood of Locomotive Engineers and Trainmen
Participating Employer:	UP Northern Region GCA
Policy Number:	101982007
Effective Date:	November 1, 2019
State of Issue:	Illinois

This Certificate of Insurance "Certificate" is a part of the Policy and replaces any other that We may have issued to the Policyholder. You are insured for the benefits described in this Certificate, subject to the provisions of this Certificate.

READ THIS CERTIFICATE CAREFULLY. INSURANCE BENEFITS MAY BE SUBJECT TO CERTAIN REQUIREMENTS, REDUCTIONS, LIMITATIONS AND EXCLUSIONS.

If the terms and provisions of the Certificate differ from the Policy, the Policy will govern. Your coverage may be canceled or changed in whole or in part under the terms and provisions of the Policy but shall not be less than those stated in this Certificate. You may inspect a copy of the Policy upon request to Your Employer.

The Policy and Certificate are delivered in and governed by the laws of the State of Issue.

For purposes of Effective Dates and ending dates under the Policy and Certificate, all days begin at 12:00 A.M and end at 11:59 PM, local time, at the Policyholder's place of business.

The Policy does not replace or affect the requirements for coverage by any Workers' Compensation or state disability insurance.

Eric Herbelin
President

Elissa Kenny
Secretary

NON-PARTICIPATING

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SCHEDULE OF INSURANCE

This Schedule of Insurance ("SCHEDULE") is a brief overview of Your benefits if You become Disabled. These benefits are described further in the certificate, along with other important information about Your coverage.

Defined terms are capitalized and can be located in the Definitions sections of the Certificate.

Policyholder:	Brotherhood of Locomotive Engineers and Trainmen
Participating Employer:	**UP Northern Region GCA**
Policy Number:	101982007
Certificate Effective Date:	November 1, 2019
Eligible Class:	All Members in Active Employment in the United States with the Participating Employer
Minimum Hours Requirements:	20 hours per week
Weekly Benefit:	The Weekly Benefit is the amount You selected during Your most recent enrollment, in $50 increments between $250 and $650.
Maximum Weekly Benefit:	$650
Minimum Weekly Benefit:	$15

NOTE: WE WILL REDUCE THE AMOUNT WE PAY YOU BY DEDUCTIBLE SOURCES OF INCOME, AS EXPLAINED UNDER DEDUCTIBLE SOURCES OF INCOME IN THE SECTION, SHORT TERM DISABILITY BENEFITS

Maximum Benefit Period:	48 weeks

Note: If Your Disability is caused by, a complication of, or resulting from a Pre-Existing Condition, We may pay a benefit up to a maximum of 4 weeks while we are conducting our Pre-Existing Condition investigation. Once the investigation is complete and if the Disability is deemed to be a Pre-Existing Condition, nor further benefits will be payable. No benefits will be paid for a subsequent claim subject to a Pre-Existing Condition investigation for the same condition.

WAITING PERIOD:

Covered Persons Active on or before the Policy Effective Date
If You are in an Eligible Class on or before the Policy Effective Date, You will be eligible for coverage on the Policy Effective Date.

Covered Persons Active after the Policy Effective Date
If You enter an Eligible Class after the Policy Effective Date, You will be eligible for coverage on the first day of the Policy month coinciding with or next following the date You enter into an Eligible Class.

Note: For Covered Persons who transfer from one railroad line or union to another, coverage will be effective on the date of transfer if You were previously enrolled from the prior railroad line or union.

Elimination Period: If Disability is due to an Accident or Injury, Your Elimination Period is 30 days.

If Disability is due to a Sickness, Your Elimination Period is 30 days.

The Elimination Period begins on the first day of Your Disability.

Cost of Coverage: You pay the cost of Your coverage.

Premium must continue to be paid for any period of time during which You are Disabled.

DEFINITIONS

When used in this Certificate, capitalized terms have the following meanings:

Accident means an unforeseen occurrence which results in an Accidental Bodily Injury and occurs while this Certificate is in force and is not excluded in this Certificate.

Accidental Bodily Injury means an Injury or Injuries for which Treatment is received. The Injury or Injuries must be sustained by a Covered Person and must be the direct cause of the loss, independent of disease or bodily infirmity. All such Injuries, with any complications and any recurrences of complications arising from any one Accident, will be deemed to be a single Injury. Such Injury or Injuries must occur while this Certificate is in force.

Active Employment means You are working for the Participating Employer for earnings that are paid regularly and that You are performing the Material and Substantial Duties of Your Own Occupation. You must be working at least the minimum number of hours as described under the Minimum Hours Requirement in the SCHEDULE.

To be in Active Employment, Your work site must be:

- The Participating Employer's usual place of business; or
- An alternative work site at the direction of the Participating Employer, including Your home; or
- A location to which Your job requires You to travel.

We will consider You to be in Active Employment on weekends, holidays, and planned vacations that Your Employer has approved in advance and during a temporary business closure not to exceed 1 day if You were in Active Employment on the last scheduled work day immediately prior to such time off. A temporary business closure includes a closure due to inclement weather, power outage or public health agency orders.

Temporary workers are excluded from coverage. Seasonal workers are excluded from coverage.

Annual Enrollment means the event where You may enroll in coverage if You have completed the Waiting Period, the Policy changed to include Your class, or You became a member of an Eligible Class for coverage.

Annual Enrollment Period means the period of time requested by the Policyholder and accepted by Us.

Application means the documents completed to request the plan of insurance applied for.

Appropriate Treatment and Care means that You:

1. Visit a Physician as frequently as medically required according to standard medical practice to effectively treat and manage Your Disabling condition(s); and
2. Receive care or Treatment appropriate for the disabling condition(s), conforming with standard medical practice, by a Physician whose specialty or experience is appropriate for the disabling condition(s) according to standard medical practice; and
3. Have the obligation to minimize Your disabling condition including having reasonable corrective Treatment(s) as appropriate for the disabling condition(s).

Certificate means this document prepared by Us which describes Your benefits and rights under this Policy, and includes any riders, endorsements, amendments, applications, notices or other attachments to the Certificate.

Complications of Pregnancy means:

1. any of the following conditions whose diagnosis are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as:
    a. acute nephritis;
    b. pyelitis of pregnancy;
    c. nephrosis;
    d. cardiac decompensation;
    e. missed abortion; and
    f. similar medical and surgical conditions of comparable severity.

However, it shall not include:

a. false labor;
b. occasional spotting;
c. physician prescribed rest during the period of pregnancy;
d. morning Sickness; and
e. similar conditions associated with the management of a difficult pregnancy not constituting a condition which is medically classified as a distinct complication of pregnancy;

2. an extra-uterine pregnancy;
3. a complication that requires intra-abdominal surgery after termination of pregnancy;
4. a miscarriage;
5. a non-elective caesarean section;
6. an ectopic pregnancy that is terminated;
7. spontaneous termination of pregnancy that occurs when a viable birth is not possible;
8. placenta previa, placenta abruptio or premature rupture of membranes;
9. pernicious vomiting of pregnancy (hyperemesis gravidarum); and/or
10. toxemia (eclampsia or pre-eclampsia).

Contributory means You pay part or all of the cost for Your coverage.

Covered Person means an eligible Member whose insurance coverage has become and remains effective under all the conditions and provisions of the Policy.

Deductible Sources of Income means income from other sources as listed in the Certificate which You receive or are eligible to receive while You are Disabled. This income will be subtracted from Your Gross Weekly Payment.

Disability or **Disabled** means a Sickness or Injury that:

1. Prevents You from performing the Material and Substantial Duties of Your Own Occupation; or
2. You have a 20% or more loss in Your Pre-Disability Earnings.

Disability Earnings means income You earn or receive while Disabled from any form of employment. Disability Earnings include earnings from Your Rehabilitation Plan, unless otherwise noted. If Your Disability Earnings fluctuate, We may average Your Disability Earnings over the lesser of the number of weeks You work while Disabled or 4 consecutive weeks.

Effective Date means the date the Policy provides coverage for members of an Eligible Class.

Eligible Class means the group who has met the criteria selected for eligibility for coverage under this Policy.

Elimination Period means a period of days of Disability before benefits are payable. The Elimination Period begins on the first day of Your Disability and is shown in the SCHEDULE.

Employee means a Covered Person who is in Active Employment with and receives a W-2 from a Participating Employer in the United States.

Enrollment Form means the paper, electronic or telephonic media used to enroll Your benefits under this Policy and which is consistent with applicable law and has been approved by Us.

Family and Medical Leave of Absence means a Leave of Absence for:

1. The birth, adoption or foster care of a Child;
2. The care of Your Child, Spouse or parent who has a serious health condition; or
3. Your own serious health condition.

as those terms are defined by the Family and Medical Leave Act of 1993 as amended, or by applicable state law.

Full-Time means in Active Employment for the Participating Employer as indicated in the SCHEDULE for Full-Time employment.

Gross Weekly Benefit means Your benefit amount before We subtract Deductible Sources of Income, subject to Maximum Weekly Benefit under this Policy.

Home Office means the principal office of Elips Life Insurance Company in Schaumburg, Illinois or authorized agencies.

Immediate Family means any of the following:

1. Your Spouse;
2. Your natural or adopted child, stepchild or grandchild;
3. The spouse of Your child, stepchild or grandchild;
4. Your parent, stepparent, parent-in-law; or
5. Your sibling.

Injury or **Injuries** means a bodily injury that requires You to be under the Appropriate Treatment and Care of a Physician, and is the direct result of an Accident and not related to any other cause. The Injury must occur, and the Disability resulting from the Injury must begin while You are covered under the Policy. Injury that occurs before You are covered under the Policy will be treated as a Sickness.

Intoxicated means Your normal capacity to act or reason is inhibited by alcohol or any drug, sedative, hallucinogen, controlled substance or narcotic, unless administered by a Physician and taken according to the Physicians instructions and as determined by the laws of the jurisdiction in which the incident occurred. Conviction is not necessary for a determination of being intoxicated.

Job means the Job that a Covered Person was performing on the day prior to the Covered Person's loss.

Layoff or **Leave** or **Leave of Absence** means a temporary absence from Active Employment that has been agreed to and approved by the Participating Employer for a specified period of time. Normal vacation time or any period of Disability is not considered a Layoff or Leave or Leave of Absence.

Material and Substantial Duty or **Material and Substantial Duties** means the sets of tasks or skills generally required by employers from those engaged in an occupation. We will consider one Material and Substantial Duty of Your Occupation to be the ability to work for the Participating Employer on a Full-Time basis as defined in the Policy.

Maximum Benefit Period means the longest period of time for which benefits are payable for any one continuous Disability, whether from one or more causes. No benefits are payable after the Maximum Benefit Period, even if You are still Disabled.

Member means any Union Person electing an available plan, residing in the United States, who is a United States Citizen or is legally working in the United States, who is a full-time Employee of a Participating Employer and who:

a. Is a due paying union member in good standing; and
b. Is employed by a railway carrier; and
c. Regularly works at least 20 hours a week.

Minimum Weekly Benefit means the minimum dollar amount of benefits We will pay during Your period of Disability. We will pay this amount, even if the reduction(s) in Your Weekly Benefit due to Deductible Sources of Income would reduce Your Weekly Benefit below that dollar amount.

Motor Vehicle means a vehicle (such as a car, truck or motorcycle) that is powered by an engine.

Net Weekly Benefit means the amount of benefit payable under the Policy and is Your Gross Weekly Benefit reduced by Deductible Sources of Income and subject to the Maximum and Minimum Weekly benefit.

Occupation means a group of Jobs or related Jobs;

1. In which a common set of tasks are performed; or
2. Which are related in terms of similar objectives and methodologies, and which may be related in terms of materials, products, worker actions or worker characteristics.

Own Occupation means the occupation You are routinely performing when Your Disability begins, as it is performed nationally. We will look at Your occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific employer or at a specific location.

Participating Employer means any individual employer who is a signatory to an applicable collective bargaining agreement with a union that requires contributions on behalf of its bargaining unit members to the health and welfare benefit plan established by the Policyholder.

Participation, with respect to Riot or Act of Terrorism, means promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in such actions. It does not include actions taken in defense of public or private property, or actions taken in defense of the Covered Person, if such actions of defense are not taken against persons seeking to maintain or restore law and order, including but not limited to police officers and fire personnel.

Part-Time Basis means the ability to work and earn 20% through 80% of Your Indexed Pre-Disability Earnings. Ability is based on capacity and not market availability.

Payable Claim means a claim for which We are liable under the terms of the Policy.

Physician means a person acting within the scope of his or her license to practice medicine, prescribe drugs or perform surgery, or a person with a doctoral degree in Psychology (Ph.D or Psy.D) whose primary practice is treating patients. This includes a person whom We are required to recognize as a Physician by the laws or regulations of the governing jurisdiction. However, neither You nor an Immediate Family Member will be considered a Physician.

Plan means the insurance provided for the Covered Person as outlined in the Policy and Certificate.

Policy means the instrument by which the benefits under the Plan are approved and issued to the Policyholder, including riders, endorsements or amendments, notices and other attachments.

Policy Anniversary means the specified period of time (such as one year) following the Effective Date of the Policy, and each subsequent period.

Policy Year means November 1st to October 31st.

Policyholder means the entity to which the Policy is issued.

Pre-Disability Earnings means Your weekly wage, as established by a Participating Employer, that is greater of a. or b. below:

a. if you have been employed for a least one calendar year, was paid to you during the last calendar year and reported on your W-2 Wage & Tax Statement including qualified deferred compensation, such as contributions to Internal Revenue Code Section 401(k), 403(b), or 457 deferred compensation arrangements including any amount of voluntary earnings reduction under a qualified Section 125 Cafeteria Plan, or Health Savings Account excluding housing and/or car allowance. If you have been employed for less than one calendar year, was paid to you during the completed weeks of employment divided by the number of such completed weeks of employment; or
b. the weekly average of all your taxable income received from a Participating Employer over the three months just prior to the Determination Date, or over the actual period of employment with a Participating Employer just prior to the Determination Date, if shorter.

Note: Weekly Earnings will not exceed the amount shown in a Participating Employer's financial records or the amount for which premium has been paid.

Pre-Existing Condition means any condition for which You have done any of the following during the 12 month(s) just prior to Your effective date of coverage:

1. Received medical Treatment or consultation;
2. Taken or were prescribed drugs or medicine; or
3. Received care or services, including diagnostic measures;

whether or not that condition is diagnosed at all or is misdiagnosed during that period of time.

Pregnancy means childbirth and Complications of Pregnancy.

Premium means the amount charged for insurance provided under this Policy.

Prior Plan means the Policyholder’s group short term disability insurance policy under which a Covered Person may have been insured on the day before the Effective Date of Our Policy.

Proof of Loss means written evidence satisfactory to Us that a Covered Person has satisfied the conditions and requirements for any benefit described in the Certificate. The Proof of Loss shall establish:

1. The nature and extent of the loss or condition;
2. Our obligation to pay the claim; and
3. The claimant’s right to receive payment.

Regular Care means:

1. You personally visit a Physician as often as is medically required to effectively manage and treat Your condition(s), according to generally accepted medical standards; and
2. You are receiving Appropriate Treatment and Care, according to generally accepted medical standards.

Rehabilitation Plan means:

1. A plan geared toward aiding Your ability to work in any occupation which Your training, education or experience will reasonably allow; and/or
2. Vocational services and other services We find reasonably needed to assist You in returning to Active Employment either full-time or part-time.

The Rehabilitation Plan must be supervised by a Physician or qualified rehabilitation specialist approved by Us. The Rehabilitation Plan may include work performed while Disabled, but does not include performing all the material and substantial duties of Your Own Occupation on a full-time or part-time basis.

Retirement Plan means a defined contribution plan or defined benefit plan, as defined in Section 401 of the Internal Revenue Code of 1986, as amended.

Riot means all forms of public violence, disorder or disturbance of the public peace, by 3 or more persons assembled together, acting with a common intent to damage persons or property or unlawfully acting with the intent or the consequences of such disorder.

Salary Continuation or **Accumulated Sick Leave** means continued payments to You by the Participating Employer of all or part of Your earnings, after You become Disabled as defined above. This continued payment must be part of an established plan maintained by the Participating Employer, and includes Salary Continuation, Accumulated Sick Leave or any other similar Employer sponsored paid time off plan.

Sickness means a disease or illness, or physical condition (including Pregnancy or Complications of Pregnancy) that requires You to be under the Regular Care of a Physician.

Signed or **Signature** means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper, electronic or telephonic media, and which is consistent with the applicable law.

Spouse means a person to whom You are legally married and any other person required to be covered as Your Spouse under the civil union, domestic partnership, marriage or other family or domestic relations law and case law of the state where the Policy is issued.

Temporary Layoff means You are absent from Active Employment for a period of time that has been agreed to in advance in Writing by Your Employer. Your normal vacation time or any period of disability is not considered a Temporary Layoff.

Temporary Recovery means a period of time after Your initial Date of Disability during which We do not consider You to be Disabled, and immediately after which You become Disabled again due to the same Sickness or Injury. Days during any period of Temporary Recovery do not count toward Your Elimination Period.

Terrorism means any act of violence that is dangerous to human life or potentially destructive of critical infrastructure or key resources committed by a group or individual, with or without foreign direction or inspiration, with the intent to intimidate or coerce a civilian population; or to influence the policy or to affect the conduct of government by intimidation, coercion, violence, mass destruction, assassination or kidnapping.

Third Party means any person or entity whose act or omission, in full or in part, caused You to suffer a Disability for which benefits are paid or payable under this Policy. Third Party also includes Your homeowner's, automobile or other insurance company if they make payments to You because of the acts or omissions of another person or entity.

Treatment means:

1. Consulting with a Physician;
2. Receiving care or services from a Physician or from another medical professional a Physician recommends;
3. Taking prescribed medicines as prescribed; and
4. Receiving diagnostic measures.

Treatment Free means You have not received medical Treatment, consultation, care or services including diagnostic measures and You have not taken or been prescribed drugs or medicines for the Pre-Existing Condition.

United States of America means the fifty (50) states of the United States and the District of Columbia. It does not include the territories of the United States.

Waiting Period means the period of time You must be in Active Employment in an Eligible Class before You are eligible for coverage.

War means declared or undeclared War or conflict involving the Uniformed Service of any country, group of countries, governments or international organizations.

We, **Us** and **Our** means Elips Life Insurance Company.

Written or **Writing** means a record which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

You and **Your** mean the Certificateholder who has met all the eligibility requirements for coverage.

ELIGIBILITY

ACTIVE EMPLOYMENT REQUIREMENT

You must be in Active Employment on a Full-Time basis to be eligible for coverage.

If You are not in Active Employment on the date Your coverage or any increase in coverage would otherwise be effective, Your coverage or increase in coverage will be effective on the date You return to Active Employment.

If Your coverage is scheduled to take effect on a non-working day, Your Active Employment status will be based on the last working day before the scheduled Effective Date.

Note: For Covered Persons who transfer from one railroad line or union to another, coverage will be effective on the date of transfer if You were previously enrolled from the prior railroad line or union.

Rehire

If Your employment ends and You are rehired within 6 months, Your previous work while in an Eligible Class will apply toward the Waiting Period. All other policy provisions apply.

ELIGIBILITY DATE

If You are in an Eligible Class on the Effective Date of this Certificate, You are eligible for coverage under this Certificate on the Certificate Effective Date.

If You are not in an Eligible Class on the Effective Date of this Certificate, You are eligible for coverage under this Certificate on the later of:

1. The date the Policy is changed to make You part of an Eligible Class; or
2. The date agreed upon by the Policyholder and Us.

INITIAL COVERAGE

You must apply for coverage. To apply for Contributory coverage, You must:

1. Complete and sign an Enrollment Form or any other form or format We may require and allow; and
2. Return it to the Policyholder, the Participating Employer or Us.

LATE ENTRANT COVERAGE ENROLLMENT

If You were eligible for coverage under the Plan, but did not enroll for coverage during Your initial Open Enrollment within 31 days after becoming eligible, You will not be eligible to enroll in coverage until:

1. Your next Annual Enrollment Period; or
2. The date agreed upon by the Policyholder and Us.

EFFECTIVE DATE

EFFECTIVE DATE

You are required to contribute towards the cost of Your coverage. Your coverage will become effective on the first day of the month following or coinciding with the date You become eligible.

DEFERRED EFFECTIVE DATE

If You are not in Active Employment due to an Injury or Sickness on the date Your coverage is scheduled to become effective the Effective Date of Your coverage will be deferred.

Your coverage will be effective on the date You return to Active Employment in an eligible class.

CONTINUITY OF COVERAGE – TAKEOVER PROVISION

CONTINUITY OF COVERAGE

If You were covered under the Prior Plan on the day before the Effective Date of this Policy, and You are not in Active Employment due to an Injury or Sickness on the date Your coverage under this Policy would otherwise become effective, Your coverage will be effective on the earlier of:

1. the date You return to Active Employment; or
2. The end of any continuation or extension period under the Prior Plan.

However, If You were insured under the Prior Plan on the day before the Effective Date, but You are not in Active Employment for reasons other than Injury or Sickness on the date Your coverage would otherwise become effective, You will be covered for the benefits under the Prior Plan until the earlier of:

1. the date You return to Active Employment; or
2. The end of any continuation or extension period under the Prior Plan.

CONTINUITY OF COVERAGE TERMINATION

You will remain insured under this provision until the earliest of:

1. The date You return to Active Employment;
2. The date Your coverage terminates for a reason stated in the TERMINATION OF INSURANCE section; or
3. The last day for which You would have been eligible to receive benefits under the Prior Plan, had the Prior Plan not terminated.

CONTINUITY OF COVERAGE – PRE-EXISTING CONDITION

We will consider the total amount of time You were continuously insured under both the Prior Plan and this Policy to determine if You satisfy the Pre-Existing Condition exclusion. If You cannot satisfy the Pre-Existing Condition exclusion of either plan, We will not pay a benefit.

If You satisfy the Pre-Existing Condition provision of this Policy, We will use this Policy's provisions to determine our payments to You. If You do not satisfy the Pre-Existing Condition provision of this policy, but do satisfy the Prior Plan's Pre-Existing Condition provision:

1. Your weekly payment will be the lesser of:
    a. The weekly payment that would have been payable under the Prior Plan if it had remained in force; or
    b. The weekly payment under this Policy; and
2. Your benefits will end on the earlier of:
    a. The date benefits end under this Policy; or
    b. The date benefits would have ended under the Prior Plan had it remained in force.

CHANGES IN COVERAGE

POLICY CHANGES

The Policyholder or Participating Employer may request changes to Your Plan Benefits or benefit amount anytime during the Plan Year.

CHANGES TO THE COVERAGE YOU ELECT

Following Your initial Open Enrollment period, You may make changes to Your coverage election during Your Annual Enrollment Period, Special Enrollment Period as designated by Us and the Policyholder or within 31 days of a change in status. Any changes will be effective the first day of the policy month following the change, or at next Annual Enrollment for a November 1st effective date.

If You enrolled for coverage during Your initial Open Enrollment period and do not change or terminate coverage during Your next Annual Enrollment Period, You will continue to be insured for the same coverage and amounts You elected initially.

CHANGE IN COVERAGE EFFECTIVE DATE

Policy Changes
Changes in coverage due to Policy changes will be effective at 12:00 A.M. on the date of the change.

Changes in coverage will not affect a Payable Claim that occurs prior to the date of the coverage change. Changes in coverage are subject to Active Employment provisions.

TERMINATION OF INSURANCE

Your coverage under this Policy will end at 11:59 P.M. on the earliest of the following:

1. The date the Policy terminates;
2. The date the Participating Employer is no longer participating in this Plan;
3. The date You are no longer in an Eligible Class;
4. The date Your class is no longer eligible for coverage;
5. The date for which premium for Your coverage has been paid;
6. The date You cease to be in Active Employment due to a labor dispute, including but not limited to strike, work slowdown or lockout; or
7. The date You cease to be in Active Employment, unless You are Disabled or on a Layoff or Leave of Absence.

If You are receiving benefits and the Policy terminates, We will continue to pay any benefit due to You.

CONTINUATION OF COVERAGE

CONTINUATION OF COVERAGE GENERAL PROVISIONS

During any leave of absence, suspension, furlough, layoff or Family or Medical Leave, changes to due to age, class or salary will not be applied. Elected increases in coverage for You will not become effective until You have returned to Active Employment.

If You do not resume Active Employment in an eligible class, insurance will end in accordance with the Termination of Insurance provision.

CONTINUATION DURING FURLOUGH, SUSPENSION, LAYOFF OR LEAVE OF ABSENCE

If You are unable to perform Active Employment due to Your Furlough, Suspension, Layoff or a Leave of Absence, coverage will terminate on the earliest of:

- For a suspension, the end of the 12th month following the date in which the suspension begins;
- For a furlough, layoff or unapproved leave of absence, the end of the month in which the furlough, layoff or unapproved leave begins;
- For an approved leave of absence, at the end of the 6th month following the month in which the leave begins.

The premium for coverage must be paid during Your Furlough, Suspension, Layoff or Leave of Absence.

Coverage will terminate on the date on which the Policy terminates, the end of the Continuation period, or the last day for which any required premium has not been paid.

All other terms and conditions of the Policy will remain in force during this continuation period.

CONTINUATION DURING DISABILITY

If You are unable to perform Active Employment due to a disability Your coverage will terminate on the date that You cease Active Employment with Your Employer.

Coverage may be continued through the end of the 12th month following the month in which Your disability begins.

The premium for Your coverage must be paid during Your disability.

All other terms and conditions of the Policy will apply.

CONTINUATION DURING FAMILY OR MEDICAL LEAVE

If You are on a Leave mandated by the Family and Medical Leave Act (“FMLA”) or applicable state law Your coverage will be governed by the Employer’s policy regarding Family and Medical Leave of Absence.

We will continue Your coverage if the following conditions are met:

1. Premiums for the cost of Your continued coverage are paid by You or the Employer; and
2. Your leave is approved in writing by the Employer.

Your coverage will continue for up to the greater of:

1. The leave period required by the FMLA, as amended; or
2. The leave period required by the applicable state law.

We will use Your Pre-Disability Earnings on the day immediately prior to Your Leave to determine the amount of Your benefit payments.

Automated or elected coverage changes based on age, class or salary will not take effect during Your Leave. Such changes will not take effect until You have returned to Active Employment.

All other terms and conditions of the Policy will apply.

REINSTATEMENT

REINSTATEMENT FOLLOWING SUSPENSION, FURLOUGH, LAYOFF OR LEAVE OF ABSENCE

If Your insurance is terminated due to furlough, layoff or leave of absence, coverage may be reinstated if You return to Active Employment in an Eligible Class within 6 months.

If Your insurance is terminated due to suspension, coverage may be reinstated if You return to Active Employment in an Eligible Class within 24 months from the date coverage ended due to the suspension.

If coverage is reinstated, You will not be required to fulfill the eligibility requirements again. Your coverage will go into effect after You return to Active Employment.

Reinstatement will be subject to payment of applicable premiums.

All other terms and conditions of the Policy will apply.

REINSTATEMENT FOLLOWING DISABILITY

If Your coverage does not continue during Your Disability, Your coverage may be reinstated if You return to Active Employment as a member of an Eligible Class within 12 months.

If coverage is reinstated, You will not be required to fulfill the eligibility requirements again. Your coverage will go into effect after You return to Active Employment.

Reinstatement will be subject to payment of applicable premiums.

All other terms and conditions of the Policy will apply.

REINSTATEMENT FOLLOWING FAMILY OR MEDICAL LEAVE OF ABSENCE

If Your coverage does not continue during a Leave of Absence under FMLA or other applicable state law, Your coverage will be reinstated when You return to Active Employment.

You will not have to meet a new Waiting Period, including any period for coverage of a Pre-Existing Condition.

Your coverage will go into effect after You return to Active Employment.

Reinstatement will be subject to payment of applicable premiums.

All other terms and conditions of the Policy will apply.

SHORT TERM DISABILITY PROVISIONS

DETERMINING DISABILITY

Your Disability must begin while You are covered under the Policy. Your Disability must continue through the Elimination Period shown in the SCHEDULE before benefits become payable. Your loss of earnings must be as a result of, or due to, the same Sickness or Injury for which You are Disabled.

We will not consider You Disabled because of a reduction in Your earnings resulting from any factors not directly related to Your Sickness or Injury. Examples include, but are not limited to, recession, job obsolescence, job restructuring or elimination, pay cuts, job sharing or changes in assigned location or hours.

We will not consider You Disabled because of the loss, suspension, restriction, surrender or failure to maintain a required state or federal license to engage in Your Own Occupation, or Your inability to work more than 40 hours per week in Your Own Occupation, even if You were regularly required to work more than 40 hours per week prior to becoming Disabled.

Exception: If a particular occupation requires a certification or medical qualification, you will be considered Disabled if you are unable to obtain a certification or medical qualification due to conditions outlined in the commercial motor vehicle guidelines or published medical standards used by a participating Employer or the Federal Railroad Administration including but not limited to:

a) color vision deficiency;

b) hearing or vision acuity;

c) seizures;

d) cardiac conditions;

e) sleep apnea.

APPROPRIATE TREATMENT AND CARE OF A PHYSICIAN

You must be under the Appropriate Treatment and Care of a Physician for the Sickness or Injury causing Your disability in order to be eligible for payments from Us. No benefits are payable for any period in which You are not under the Appropriate Treatment and Care of a Physician.

INDEPENDENT MEDICAL EXAMINATION

We may require You to be examined by Physician(s), other medical practitioner(s) or vocational expert(s) of Our choice. Such examinations may include vocational or any other type of testing and evaluations We deem necessary to administer the Policy. We may require an examination as often as is reasonable. We may require You to meet with one of Our authorized representatives for an interview.

We will pay third party charges for any exam, test or interview which We require. Failure to attend or fully participate in these exams, tests or interviews may result in denial or termination of benefits.

SHORT TERM DISABILITY BENEFITS

CALCULATING YOUR BENEFIT

Your benefit will be determined as follows:

If You are not working while Disabled:
Your Net Weekly Benefit will be the lesser of:
a. Your Gross Weekly Benefit; or
b. 80% of Your Pre-Disability Earnings, less any Deductible Sources of Income.

If You are working while Disabled:
Your Work Incentive Benefit will be the lesser of:
a. 100% of Pre-Disability Earnings, less any Deductible Sources of Income, less any Disability Earnings, or
b. Your Gross Weekly Benefit Amount; or
c. 80% of Your Pre-Disability Earnings, less any Deductible Sources of Income.

If Your Net Weekly Benefit Amount is less than the Minimum Weekly Benefit Amount in the SCHEDULE, We will pay the Minimum Weekly Benefit.

MINIMUM WEEKLY BENEFIT

We will pay You a Minimum Weekly Benefit as shown in the SCHEDULE, subject to any overpayments.

IF YOU ARE DISABLED FOR ONLY PART OF THE WEEK

Your weekly benefit from Us is pro-rated. This means that if you are Disabled for only part of a week, You will receive a payment equal to 1/7th of Your full weekly benefit for each day of the week You are Disabled.

TEMPORARY RECOVERY

If You return to work and are no longer Disabled, and the same Sickness or Injury causes Your Disability to occur again within 30 days, We will resume Our payments to You if You were continuously insured under this Policy. You will not need to complete a new Elimination Period for this Disability. Your benefits will continue to be subject to the terms of the Policy in effect prior to Your Temporary Recovery.

If You return to work and become eligible for coverage under any other group short term disability plan, You will not be eligible for payments under this Policy.

We will treat a Disability due to other causes as a new Disability, subject to the terms and provisions of the Policy.

WORK INCENTIVE BENEFIT

If You are working while Disabled and earning less than 20% of Your Pre-Disability Earnings, We will not reduce Your benefit by the amount of Your Disability Earnings, or any other offsets.

If the combined total of Your Gross Weekly Benefit, Disability Earnings and Deductible Sources of Income exceeds 100% of Your Pre-Disability Earnings, Your Gross Weekly Benefit will be reduced until the sum of Your Gross Weekly Benefit, Disability Earnings and Deductible Sources of Income no longer exceed 100% of Your Pre-Disability Earnings.

SHORT TERM DISABILITY BENEFITS

DEDUCTIBLE SOURCES OF INCOME

Other income amounts may be deductible from Your Weekly Gross Benefit. These amounts, other than payments You are receiving from Us, include:

1. Any Disability Earnings.
2. Any disability income benefits You receive or are eligible to receive under:

   a. Any compulsory benefit act or law;

   b. Any other group insurance plan with a Participating Employer to the extent that such plan covers the same pre-disability income;

   c. Any other group insurance plan with another employer to the extent that such plan covers the same pre-disability income; or

   d. Any governmental retirement system as a result of Your job with a Participating Employer.
3. Any payments You receive from a Participating Employer as part of a termination or severance agreement.
4. Any benefits under the United States Social Security Act, The Canada Pension Plan, The Quebec Pension Plan and any similar plan or act. Benefits include:

   a. Disability benefits You, Your Spouse or Your Children receive or are eligible to receive as a result of Your Disability; or

   b. Retirement benefits You receive.

   c. If You were receiving Social Security retirement benefits before Your disability began, then We will not reduce our payments to You by these retirement benefits.
5. Any benefits from a Participating Employer's Retirement Plan You:

   a. Receive as disability benefits which do not reduce Your retirement benefit; or

   b. Receive as retirement benefits from a Participating Employer's defined benefit plan.
6. Any benefits for loss of time or lost wages You receive from the mandatory portion of a no-fault Motor Vehicle insurance plan or automobile liability insurance policy that relate to Your disability.
7. Any amounts You receive under any unemployment compensation law.
8. Any amounts You receive from the Third Party (after subtracting attorney's fees) by judgment, settlement or otherwise relating to Your Disability (unless we elect to pursue Our rights through subrogation).
9. Any other foreign or domestic governmental benefits which You are eligible to receive as a result of Your Disability.

If Deductible Sources of Income are not paid on a weekly basis (for example, monthly or in a lump sum payment), Your Weekly Benefit will be offset by Our pro-rating of the Deductible Sources of Income over the time period for which the Deductible Source of Income was paid. If no time period is specified, the sum will be pro-rated based on the number of weeks to the end of Your Maximum Benefit Period.

Deductible Sources of Income must be payable as a result of the same period of Disability as the one for which You are receiving a benefit payment from Us, except for retirement benefits and work earnings.

ESTIMATES OF DEDUCTIBLE SOURCES OF INCOME

We will offset Your Weekly Benefit based on an estimate of Deductible Sources of Income You may be eligible to receive. We can reduce Your benefit payments by this estimated amount if:

1. You have not been awarded such benefits but have not been denied such benefits; or
2. You have been denied such benefits and the denial is being appealed; or
3. You are reapplying for such benefits.

We will not reduce Our payments to You by the estimated amounts if:

1. You apply (or reapply) for benefits and appeal Your denial through all of the administrative levels We believe are necessary; and
2. You sign Our payment option form stating You will reimburse Us any overpayment of benefits caused by an award.

If We reduce Our payments to You by an estimated amount:

1. Then We will adjust Our payments to You when You give Us proof of the amount awarded; or
2. We will give You a lump sum refund of the estimated amount if You were denied benefits and have completed all appeals (or reapplications) We believe are necessary.

APPLYING FOR DEDUCTIBLE SOURCES OF INCOME

As a condition of receiving benefits from Us, You are required to apply for all Deductible Sources of Income for which You may be eligible with respect to Your Disability. We may also require that You appeal any denial of Your claim for Deductible Sources of Income.

PAYMENTS THAT ARE NOT DEDUCTIBLE SOURCES OF INCOME

We will not subtract from Our payments to You any amounts You receive from the following:

1. 401(k), 457 or 403(b) plans;
2. Profit sharing plans;
3. Thrift plans;
4. Tax sheltered annuities;
5. Stock ownership plans;
6. Credit disability insurance;
7. Non-qualified deferred compensation plans;
8. Pension plans for partners;
9. Military pension and military disability income plans;
10. A Retirement Plan from another employer;
11. Individual retirement accounts (IRA);
12. Benefits from individual disability plans paid for by You;
13. Benefits under Workers' Compensation Law, Occupational Disease Law, Unemployment Compensation Law, Federal Employment Liability Act, or any other act or law of like intent; ;
14. Salary Continuation or Accumulated Sick Leave plans.

If Salary Continuation or Accumulated Sick Leave plan payments plus the gross weekly payment and disability earnings exceed 100% of Your weekly earnings, We will subtract the amount in excess of 100% from Your weekly payment.

COST OF LIVING INCREASES FOR DEDUCTIBLE SOURCES OF INCOME

Except for increases in Disability Earnings, once We have subtracted an Deductible Source of Income from Your Gross Short Term Disability Benefit, We will not reduce Our payments due to a cost of living increase.

WHEN PAYMENTS END

Benefit payments will stop on the earliest of the following dates:

1. The date You are no longer Disabled.
2. The end of Your Maximum Benefit Period.
3. The date Your Disability Earnings exceed 80% of Your Pre-Disability Earnings.
4. The date You die.
5. The date You fail to provide proof of continuing Disability.
6. The date You cease to be under the Appropriate Treatment and Care of a Physician, or refuse to undergo, at Our expense, an examination or testing by a Physician or vocational, rehabilitation, or health assessment testing when We require such examination or testing.
7. The date You refuse to receive medical Treatment (including taking prescribed medicines) that Your Physician has recommended and that is generally acknowledged by Physicians to cure or improve the Sickness or Injury for which You are claiming benefits.

No benefits are payable for any period during which You are incarcerated in a penal or correctional facility for a period greater than 6 months.

EXCLUSIONS AND LIMITATIONS

EXCLUSIONS

We will not pay benefits for a Disability if due to any of the following:

1. War, declared or undeclared, or any act of War;
2. Intentionally self-inflicted Injuries, while sane or insane;
3. Your active Participation in a Riot or an act of Terrorism;
4. Your attempt to commit or Your commission of a felony under federal or state law, or Your being engaged in an illegal occupation or activity;
5. Your attempted suicide, regardless of Your mental capacity;
6. Cosmetic surgery or complications of cosmetic surgery. Cosmetic surgery does not include reconstructive surgery when the surgery is incidental to or follows surgery due to trauma, infection or other diseases of the involved part and reconstructive surgery because of congenital disease or anomaly resulting from a functional defect;
7. Active Military Service of any country, group of countries, governments or international authority;
8. A Pre-Existing Condition, except as described in the provision PRE-EXISTING CONDITIONS.

PRE-EXISTING CONDITIONS

PRE-EXISTING CONDITION EXCLUSION

We will not pay benefits if Your Disability begins in the first 12 months following the Effective Date of Your coverage or an increase in coverage and Your Disability is caused by, contributed to by, or the result of a Pre-Existing Condition.

PRE-EXISTING CONDITIONS FOR VOLUNTARY PLANS

DISABILITY DUE TO A PRE-EXISTING CONDITION IF YOU INCREASE YOUR COVERAGE DURING AN ENROLLMENT PERIOD

If You increase Your coverage during an Enrollment Period, We will pay Your Weekly Benefit at the increased amount if Your Disability is due to a Pre-Existing Condition and Your Disability begins:

1. After You have gone at least 12 months after the effective date of the increase in coverage without Treatment for the Pre-Existing Condition; or
2. After You have been insured for 12 months after the effective date of the increase in coverage.

If You do not meet these requirements, Your increased amount of coverage for Your Disability is excluded from coverage under this Policy.

PRE-EXISTING CONDITIONS AND YOUR APPLICATION FOR COVERAGE

If You decline coverage during an Enrollment Period and then apply for coverage during a following Enrollment Period, the Pre-Existing Condition limitations apply.

If You do not meet these requirements, Your Disability is excluded from coverage under this Policy.

RECURRENT DISABILITY

If You have a Recurrent Disability, and after Your prior Disability ended, You returned to work for the Participating Employer for 30 consecutive days or less, We will treat Your Disability as part of Your prior claim and You do not have to complete another Elimination Period.

Your Weekly Payment will be based on Your Pre-Disability Earnings as of the date of Your initial claim.

Your Disability, as outlined above, will be subject to the same terms of this Policy as Your prior claim.

Your Disability will be treated as a new claim if Your current Disability:

1. Is unrelated to Your prior Disability; or
2. After Your prior Disability ended, You returned to work for Your Employer for more than 30 consecutive days.

The new claim will be subject to all of the provisions of the Policy and You will be required to satisfy a new Elimination Period.

If Our Policy terminated and You become eligible for coverage under any group disability plan that replaces Our Policy, You will not be eligible for coverage under Our Policy.

Recurrent Disability means a Disability:

1. That occurs within a specified period of time immediately following a prior period of Disability; and
2. Is caused by a worsening in Your condition; and
3. Is due to the same cause(s) as Your prior Disability for which We paid a benefit.

REHABILITATION BENEFIT

If You are receiving Short Term Disability benefits, You may be eligible for Our Rehabilitation Plan Benefits and incentives. The services offered are provided to assist You in returning to Active Employment. In order to be eligible for such services You must have the functional capability to successfully complete a Rehabilitation Plan.

A Rehabilitation Plan proposal may be made by You, Your Physician or Us. If appropriate, We will prepare a written plan with input from You, Your Physician and Your current or prospective employer. Once We approve a Rehabilitation Plan, You will be provided services according to the written plan. We will pay for the Rehabilitation Plan services provided by the service provider(s), unless We mutually agree to other arrangements.

The written Rehabilitation Plan will describe:

1. The goals of the plan;
2. What Our responsibilities are;
3. What Your responsibilities are;
4. What responsibilities are of any Third Party(ies) associated with this plan;
5. The expected dates of the services;
6. The expected costs of the services; and
7. The expected duration of the plan.

The Rehabilitation Plan may include, at Our sole discretion, the following services:

1. Coordination with Your Employer to assist You in return to work;
2. Evaluation of adaptive equipment or job accommodations to allow You to return to work;
3. Evaluation of possible workplace modifications which might allow You to return to work in Your Own Occupation or another job or occupation;
4. Vocational evaluation to determine how Your Disability may impact Your employment options;
5. Job placement services, including resume preparation services and training in job seeking skills;
6. Alternative Treatment plans such as recommendations for support groups, physical therapy, occupational therapy or other Treatment designed to enhance Your ability to work.

We reserve the right to make the final decision concerning Your eligibility to take part in a Rehabilitation Plan and the type or amount of services You will be provided.

TERMINATION OF THE REHABILITATION BENEFIT

Rehabilitation Benefits will end on the earliest of the following dates:

1. The date You are no longer Disabled;
2. The date We determine that You are no longer eligible to participate in a Rehabilitation Plan;
3. The date You are no longer Participating in a Rehabilitation Plan; or
4. The date on which benefit payments would stop in accordance with the Policy.

REHABILITATION INCENTIVE BENEFIT

We will pay an additional Rehabilitation Incentive Benefit equal to 5% of Your Gross Weekly benefit, not to exceed a maximum of $250 per week, if You are working as part of an approved Rehabilitation Plan. This benefit will not be reduced by Deductible Sources of Income Amounts.

Rehabilitation Incentive Benefits are additional benefits available for up to the Maximum Benefit Period while You are participating in the approved Rehabilitation Plan, and receiving Short Term Disability benefits.

CLAIM INFORMATION

NOTICE OF A CLAIM

We encourage You to notify Us of Your claim as soon as possible so that a claim decision can be made in a timely manner. Written notice of a claim should be given to Us within 20 days after the date Your Disability begins. The notice may be given to Us or to Our authorized agent. Failure to give notice within this timeframe shall not invalidate or reduce any Payable Claim if it can be shown that it was not reasonably possible to give such notice within that time and the notice was given as soon as reasonably possible. Enough information must be provided to identify the claimant as a Covered Person.

CLAIM FORMS

Within 15 days after We receive Your notice of a claim, We will send claim forms. The claim form is also available from the Policyholder. The claim form must be completed and sent to Us at Our home office. If We do not send You the claim forms within 15 days after receiving notice of Your claim, You shall be deemed to have complied with the requirements of Proof of Loss when You submit Written proof that covers the occurrence, character and extend of the loss for which a claim is made.

FILING A CLAIM

You and Your Employer must fill out Your own sections of the claim form and then give it to Your attending Physician. Your Physician should fill out his or her section of the form and send it directly to Us.

PROOF OF YOUR LOSS

You must send Us Written proof of Your claim no later than 90 days after Your Elimination Period. Failure to give such proof within this timeframe shall not invalidate or reduce any Payable Claim if it can be shown that it was not reasonably possible to give such proof within that time, and the proof was given as soon as reasonably possible. You must provide Proof of Loss no later than 1 year after the time proof is otherwise required, except in the absence of legal capacity. Your Proof of Loss, provided at Your expense, must show:

1. That You are under the Appropriate Treatment and Care of a Physician;
2. The date Your Disability began;
3. The cause of Your Disability;
4. The appropriate documentation of Your earnings and Your activities;
5. The extent of Your Disability, including restrictions and limitations preventing You from performing Your Own Occupation;
6. The name and address of any Hospital, Health Facility or Institution where You received Treatment, including all attending Physicians; and
7. Documentation of prior disability coverage, if applicable.

In some cases, You will be required to give Us Written authorization to obtain additional medical information and to provide non-medical information such as vocational, occupational, financial and governmental as part of Your Proof of Loss. We will deny Your claim, if the appropriate information is not submitted within 45 days of the request.

You must provide Us with continuing Proof of Loss (such as proof of continuing Disability and that You are under the Appropriate Treatment and Care of a Physician) as often as We may reasonably require. You must provide Us with continuing Proof of Loss no more than 60 days from the date of Our request. If You do not provide continuing Proof of Loss within the 60-day period, We may deny Your claim or temporarily suspend Our payments to You.

You or Your Employer must notify Us immediately when You return to work in any capacity.

DECISION ON YOUR CLAIM

Once Your claim and Proof of Loss has been received, We will review the claim and if approved, We will pay the claim subject to the terms and provisions of this Certificate and the Policy, but not more than 90 days after such Proof of Loss is received.

The decision on a claim will be made within 45 days of the date We receive the Proof of Loss. If We need an extension to decide the claim, We may take up to an additional 45 days. If We need an extension, We will inform You or Your authorized representative in writing: (1) that We need an extension, (2) why We need the extension, (3) what additional information We need to make the decision, and (4) when You can expect a decision. We will notify You of the extension before the end of the initial 45 day period.

If Your claim is paid more than 30 days after We receive the required Proof of Loss, the delayed payment will be subject to simple interest at the rate of 10% per year beginning with the 31st day after We receive satisfactory Proof of Loss, and ending on the day the claim is paid.

If the claim is denied in whole or in part, We will send You a written notice that includes:

1. The specific reason(s) for denial of the claim;
2. A reference to the specific Policy or Certificate provision(s) that are the basis for the denial;
3. A description of any additional information needed to reverse the denial, or in the case of an incomplete claim, to complete the claim, and an explanation of why it is needed;
4. An explanation of the claim appeal procedures and applicable time limits;
5. If We used or relied on an internal rule, guideline, protocol or other information, the notice will specify the information that was relied upon; and
6. If applicable, a statement regarding Your right to bring a civil action under Section 502(a) of ERISA following a denial on appeal.

On request, We will provide You, free of charge, with reasonable access to documents, records and other information relevant to the claim.

BENEFIT PAYMENTS

We will make benefit payments to You, if living. Benefit payments that become due after Your death will be made to Your estate.

UNPAID PREMIUM

Upon the payment of a claim under this Certificate, any premium then due from You and unpaid may be deducted from Your claim payment.

CLAIM OVERPAYMENTS

We have the right to recover any overpayments that We make to You and You must repay any overpaid amount. We will determine the method by which You will repay Us. We may offset Our future payments to You by the amount of any overpayments. We have the right to recover Our overpayments from Your estate.

APPEAL PROCEDURE

If Your claim has been denied in whole or in part, You or Your authorized representative must file a written request for appeal within 180 days from the date of the notice of denial of Your claim. The right to appeal the denial may be forfeited if this deadline is not met.

Along with a written request for a review, You or Your authorized representative should submit any additional information You believe should be considered during then review.

Upon request, We will provide You or Your authorized representative with copies of documents, records and other information relevant to Your claim, free of charge.

We will review the claim and respond with a final decision within 45 days. If We need additional time, to decide the appeal, We may extend the review by 45 days. If We need an extension, We will inform You or Your authorized representative in writing: (1) that We need an extension, (2) why We need the extension, (3) what additional information We need to complete the review, and (4) when You or Your authorized representative can expect a decision. We will notify You or Your authorized representative of the extension before the end of the initial 45 day period.

NOTIFICATION OF APPEAL DECISION

We will notify You or Your authorized representative, in writing, of Our final decision. If the claim is denied on appeal, the notice will include the following:

1. The specific reasons for the appeal decision;
2. A reference to the specific Policy or Certificate provision(s) on which the decision was based;
3. A statement regarding Your right, upon request and free of charge, to a copy of documents, records and other information relevant to the claim; and
4. If applicable, a statement regarding Your right to bring a civil action under Section 502(a) of ERISA following a denial on appeal.

TIME LIMITS ON LEGAL ACTIONS

You can start legal action regarding Your claim 60 days after proof of loss has been given to Us, and before the applicable statute of limitations has expired but not after 3 years from the date of proof of loss is required unless otherwise provided under federal law.

RIGHT TO REIMBURSEMENT

If We determine the benefit payment should be different than the amount actually paid, We will adjust the payment accordingly. If it is determined there was an overpayment We have the right to recover any overpayments due to:

1. Fraud;
2. Any administrative error We make in processing a claim; or
3. Your receipt of Deductible Sources of Income.

You must reimburse Us in full. We will determine the method by which the repayment is to be made. You shall not act or fail to act in any manner that will prejudice Our right to reimbursement without Our prior Written agreement. If You prejudice Our right to reimbursement, fail to cooperate with Us or fail to comply with this provision, We may withhold any and all benefits in addition to pursuing all remedies available to Us under applicable law.

If We pursue legal action against You to obtain reimbursement, You will be required to pay Our costs and attorney's fees as permitted by applicable law. We reserve the right to recover any prior or current overpayment not only from the amounts You receive as Deductible Sources of Income (to the extent permitted by applicable law) but also from any benefits from any past, current or new disability claim payable under the Policy as well as from any other funds You may have.

You must notify Us if You make a claim against any Third Party, and neither You nor anyone acting on Your behalf may settle Your claim against the Third Party without Our prior Written consent. If You recover amounts from a Third Party by award, judgment, settlement or otherwise, You must reimburse Us for lost income due to a disability because of an act or omission of the Third Party regardless of whether You have been made whole by the recovery, subject to limitations under acceptable law where the Policy is delivered or issued for delivery. If the amount received from the Third Party does not specify the lost income amount, We shall estimate the amount using a percentage of the settlement or amount based on Your Pre-Disability Earnings, prorated to cover the period for which the settlement or judgment was made. We shall have first right to reimbursement. The amount You reimburse Us will be reduced by Our pro rata share of Your attorney's fees and costs. If another entity is also entitled to reimbursement by its pro-rata share of such fees and costs, then Our pro rata share will be calculated as if that entity did make such reductions.

RIGHT TO SUBROGATION

If We have paid or will pay benefits in connection with a disability which You suffered because of an act or omission of a Third Party, We reserve any and all rights of recovery available to Us under applicable law in the state where the Policy is delivered or issued for delivery that You have against the Third Party to the extent necessary to protect Our interests. We have the right to bring legal action against the Third Party on Your behalf to recover payments made by Us if You do not initiate legal action for the recovery of such payments from the Third Party in a reasonable amount of time. You must agree to furnish all information and documents that are necessary to secure Our rights. We will pay for any expenses connected with Our pursuit of subrogation or recovery. You shall not act or fail to act in any manner that will prejudice Our right to subrogation without Our prior Written agreement. If You prejudice Our right to subrogation, fail to cooperate with Us or fail to comply with this provision, We may pursue all remedies available to Us under applicable law.

If We bring a legal action against the Third Party on Your behalf, We will not reduce Your disability benefits by any other amounts You receive from the Third Party.

GENERAL INFORMATION

CERTIFICATE OF COVERAGE

This Certificate is a written document prepared by Us and may include attachments, addendums or amendments. It tells You:

1. The coverage for which You may be eligible;
2. To whom We make payments; and
3. The limitations, exclusions and requirements applying to the Policy.

It is the responsibility of the Policyholder to distribute the appropriate Certificate and any updates or other notices from Us to You.

ENTIRE CONTRACT

The entire contract consists of:

1. The Policy, any amendments and addenda;
2. The Application of the Policyholder, a copy of which is attached to and made a part of the Policy when issued, or was amended during the term of the Policy;
3. The Certificates, and the endorsements or riders which are attached to and made a part of the Policy when issued or as may be amended during the term of this Policy; and
4. For contributory coverage, the signed Enrollment Forms, or any electronic enrollment information in a form deemed acceptable by Us and provided by the Policyholder or Participating Employer to Us.

Any statement made by the Policyholder or You will be deemed a representation and not a warranty or guarantee.

INFORMATION DISCLOSURE

The records that relate to Your coverage under this Policy are open for Our inspection at any reasonable time. The Policyholder or Participating Employer will give Us information about You including:

1. Information necessary to determine eligibility for coverage;
2. Information about amount of coverage;
3. Changes in coverage amounts;
4. Changes in Your Earnings:
5. Termination of coverage;
6. Any other information We may reasonably require; and
7. Any other information We may reasonably require to manage a claim.

Clerical error or omission by the Policyholder, Participating Employer, You or Us will not:

1. Terminate coverage which should otherwise be in effect;
2. Continue coverage which should otherwise terminate;
3. Create coverage which should not be in effect; or
4. Change the amount of coverage that should otherwise be in effect.

Any Policyholder or Participating Employer records that have a bearing, in Our opinion, on this Policy will be available for review by Us at any reasonable time as determined by Us.

INCONTESTABILITY

Any statement made by You to obtain coverage or an increase in coverage is a representation and not a warranty. No misrepresentation by You will be used to reduce or deny a claim or to deny the validity of Your coverage or an increase in coverage unless:

1. Your coverage or increase in coverage would not have been approved if the truth had been known;
2. Your misrepresentation is contained in a written instrument; and
3. You or Your authorized representative have been given a copy of the written instrument containing Your misrepresentation.

After Your coverage or increase in coverage under the Policy has been in effect for 2 continuous years during Your lifetime, We will not use a misrepresentation by You to reduce or deny a claim; or deny the validity of Your coverage or increase in coverage, unless it was a fraudulent misrepresentation made with actual intent to deceive.

We have the right at any time to assert as a defense to a claim that You were not eligible to become covered because You did not meet certain eligibility requirements in this Certificate. These include, but are not limited to, the requirement that You:

1. Be in an Eligible Class;
2. Submit and have approved Evidence of Insurability, if required; and
3. Meet the Active Employment requirement.

Fraud in the procurement of coverage under the Policy may be contestable when permitted by applicable law in the state where the certificate is delivered or issued for delivery.

No statement made by You will be used to contest the insurance under this Policy unless the statement is material to the risk accepted.

MISSTATEMENT OF AGE

If Your age is misstated, We have the right to make an equitable adjustment in the premium and/or coverage due for You.

AGENCY

For all purposes of the Policy, the Participating Employer and the Policyholder acts on their own behalf or as Your agent. Neither the Participating Employer nor the Policyholder is Our agent.

WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE

This Policy does not replace or affect requirements for coverage by Workers' Compensation insurance or state disability insurance.

FRAUD

It is unlawful to knowingly provide false, incomplete or misleading facts or information with the intent of defrauding Us. An application for insurance or statement of claim containing any materially false or misleading information may lead to reduction, denial or termination of benefits or coverage under the policy and recovery of any amounts We have paid.

NOTICE OF
PROTECTION PROVIDED BY
ILLINOIS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a **brief summary** description of the Illinois Life and Health Insurance Guaranty Association (the Association) and the protection it provides for policyholders. This safety net was created under Illinois law that determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your member life, annuity or health insurance company becomes financially unable to meet its obligations and is placed into Receivership by the Insurance Department of the state in which the company is domiciled. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Illinois law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association per insolvency are:

- Life Insurance
  - o $300,000 in death benefits
  - o $100,000 in cash surrender or withdrawal values
- Health Insurance
  - o $500,000 in hospital, medical and surgical insurance benefits. The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $300,000, except special rules apply to hospital, medical and surgical insurance benefits for which the maximum amount of protection is $500,000.
  - o $300,000 in disability insurance benefits
  - o $300,000 in long-term care insurance benefits
  - o $100,000 in other types of health insurance benefits
- Annuities
  - o $250,000 in withdrawal and cash values

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also residency requirements and other limitations under Illinois law.

To learn more about these protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.ilhiga.org or contact:

Illinois Life and Health Insurance Guaranty Association
1520 Kensington Road, Suite 112
Oak Brook, Illinois 60523-2140
(773) 714-8050

Illinois Department of Insurance
4th Floor
320 West Washington Street
Springfield, Illinois 62767
(217) 782-4515

Insurance companies and agents are not allowed by Illinois law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Illinois law, then Illinois law will control.