TRANSAMERICA LIFE INSURANCE COMPANY

Cedar Rapids, IA

Contact us at: PO Box 219, Cedar Rapids, IA 52406-0219
Telephone: 1-855-244-8318
www.transamerica.com

Long Term Disability insurance provides financial protection by paying a benefit in the event of a disability.

POLICYHOLDER:	ESTES COMPANY LLC
POLICY NUMBER:	LD00086204
POLICY EFFECTIVE DATE:	October 1, 2024
POLICYHOLDER MAILING ADDRESS:	131 WEST 2ND STREET, SUITE 400 DAVENPORT, IA 52801
POLICYHOLDER TELEPHONE NUMBER:	563-322-7301
POLICYHOLDER INTERNET ADDRESS:	www.estesconstruction.com
GOVERNING JURISDICTION:	Iowa

Transamerica Life Insurance Company ("the Company," "We," "Us," and "Our") welcomes You as a Certificateholder. This is Your Certificate of Coverage as long as You are eligible for coverage and You become insured. Your benefits and rights under the Policy will not be less than those stated in this Certificate of Coverage. We certify that You are insured for the benefits described in this Certificate of Coverage, subject to the provisions of this Certificate of Coverage. This Certificate of Coverage replaces any other Certificate(s) We may have given You under the Policy.

READ YOUR CERTIFICATE CAREFULLY AND KEEP IT IN A SAFE PLACE. INSURANCE BENEFITS MAY BE SUBJECT TO CERTAIN REQUIREMENTS, REDUCTIONS, LIMITATIONS AND EXCLUSIONS.

Your coverage may be canceled or changed under the terms and provisions of the Policy. You may inspect a copy of the Policy. We will only make changes that are consistent with Interstate Insurance Product Regulation Commission ("the Commission") standards and any endorsements or amendments used to effect such changes are subject to prior approval by the Commission and shall not affect the insurance provided until the effective date of the change, unless retroactivity is required by the Interstate Insurance Product Regulation Commission.

If the terms and provisions of the Certificate of Coverage (issued to You) are different from the Policy (issued to the Policyholder), the Policy will govern. Your coverage may be canceled or changed under the terms and provisions of the Policy.

The Policy is delivered in and is governed by the Laws of the Governing Jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. For purposes of effective dates under the Policy, all days begin at 12:01 a.m. Standard Time at the Policyholder's address. For purposes of ending dates under the Policy, all days end at 12:00 midnight Standard Time at the Policyholder's address.

CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS
The Policy and this certificate have been approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of the Policy and this certificate that on the provision's effective date is in conflict with Interstate Insurance Product Regulation Commission standards for group disability income insurance is hereby amended to conform to the Interstate Insurance Product Regulation Commission standards for group disability income insurance as of the provision's effective date.

The insurance department name and phone number of the Governing Jurisdiction appears on the listing following the Table of Contents. This Certificate is signed for the Company at our home office to take effect on the same date that insurance becomes effective.



Blake Bostwick
President



Karyn S.W. Polak
Secretary

Group Long Term Disability Income Insurance Certificate of Coverage

The Policy covers disabilities due to an Occupational Sickness or Injury.
The Policy does not replace or affect the requirements for coverage by any Workers' Compensation or state disability insurance.

CERTIFICATE OF COVERAGE
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STATE INSURANCE DEPARTMENT CONTACT INFORMATION

State	Insurance Department	Main Phone
Alabama	Alabama Department of Insurance	(334) 269-3550
Alaska	Alaska Division of Insurance	(907) 269-7900
Arizona	Arizona Department of Insurance	(602) 364-2499
Arkansas	Arkansas Insurance Department	(800) 852-5494
Colorado	Colorado Division of Insurance	(303) 894-7499
Connecticut	Connecticut Insurance Department	(860) 297-3800
Delaware	Delaware Department of Insurance	(302) 674-7300
District of Columbia	District of Columbia Department of Insurance, Securities and Banking	(202) 727-8000
Georgia	Georgia Department of Insurance	(404) 656-2056
Hawaii	Hawaii Insurance Division	(808) 586-2790
Idaho	Idaho Department of Insurance	(208) 334-4250
Illinois	Illinois Department of Insurance	(217) 782-4515
Indiana	Indiana Department of Insurance	(317) 232-2385
Iowa	Iowa Insurance Division	(515) 654-6600
Kansas	Kansas Department of Insurance	(785) 296-3071
Kentucky	Kentucky Office of Insurance	(502) 564-3630
Louisiana	Louisiana Department of Insurance	(800) 259-5300
Maine	Maine Bureau of Insurance	(207) 624-8475
Maryland	Maryland Insurance Administration	(410) 468-2090
Massachusetts	Division of Insurance	(617) 521-7794
Michigan	Michigan Department of Insurance and Financial Services	(877) 999-6442
Minnesota	Minnesota Department of Commerce	(651) 539-1500
Mississippi	Mississippi Insurance Department	(800) 562-2957
Missouri	Missouri Department of Commerce and Insurance	(573) 751-3365
Nebraska	Nebraska Department of Insurance	(402) 471-2201
Nevada	Nevada Division of Insurance	(775) 687-0700
New Hampshire	New Hampshire Department of Insurance	(603) 271-2261
New Jersey	New Jersey Department of Banking and Insurance	(609) 292-7272
New Mexico	Office of Superintendent of Insurance	(505) 827-4601
North Carolina	North Carolina Department of Insurance	(855) 408-1212
Ohio	Ohio Department of Insurance	(614) 644-2658
Oklahoma	Oklahoma Department of Insurance	(405) 521-2828
Oregon	Oregon Insurance Division Consumer Advocacy Unit	(503) 947-7984
Pennsylvania	Pennsylvania Department of Insurance	(717) 787-2317
Puerto Rico	Puerto Rico Department of Insurance	(787) 304-8686
Rhode Island	Rhode Island Insurance Division	(401) 462-9520
South Carolina	South Carolina Department of Insurance	(803) 737-6180
Tennessee	Tennessee Department of Commerce & Insurance	(615) 741-2241
Texas	Texas Department of Insurance	(800) 252-3439
Utah	Utah Insurance Department	(801) 957-9290
Vermont	Vermont Division of Insurance	(802) 828-3301
Virginia	Virginia Bureau of Insurance	(804) 371-9741
Washington	Washington State Office of Insurance	(360) 725-7000
West Virginia	West Virginia Offices of the Insurance Commission	(304) 558-3354
Wisconsin	Office of the Commissioner of Insurance	(608) 266-3585

BENEFITS AT A GLANCE - LONG TERM DISABILITY

The Long Term Disability Policy provides financial protection for You by paying a portion of Your income while You are disabled. The amount You receive is based on the amount You earned before Your disability began, subject to all Policy provisions.

This is a Non-Contributory Insurance plan.

NAME OF EMPLOYER: ESTES COMPANY LLC

POLICY NUMBER: LD00086204

Eligible Class(es):

Class 1 **All active full time non union employees in the United States.**

You must be an Employee of the Employer and in an Eligible Class.

Temporary workers are excluded from coverage.

Seasonal workers are excluded from coverage.

Eligibility Date - If You are working for Your Employer in an Eligible Class, the date You are eligible for coverage is the later of:
1. The Policy effective date; or
2. The day after You complete Your Waiting Period.

When Coverage Begins - When Your Employer pays 100% of the cost of Your coverage under the Policy (Non-Contributory Insurance), You will be covered at 12:01 a.m. Standard Time at the Policyholder's address on the date You are eligible for coverage.

When You and Your Employer share the cost of Your coverage under the Policy or when You pay 100% of the cost Yourself (Contributory Insurance), You will be covered at 12:01 a.m. Standard Time at the Policyholder's address on the latest of:

1. The date You are eligible for coverage, if You Enroll for coverage on or before that date;
2. The date You Enroll for coverage, if You Enroll within 31 days after the date You become eligible for coverage; or
3. the date We approve Your Enrollment Form, if Evidence of Insurability is required.

In order for Your coverage to begin You must be in Active Employment. Your coverage is subject to payment of full Premium when due.

Minimum Hours Requirement:

30 hours per week

Waiting Period:

For persons in an Eligible Class on or before the Policy effective date:
End of month in which You complete a continuous period of 90 days of Active Employment.

For persons entering an Eligible Class after the Policy effective date:
End of month in which You complete a continuous period of 90 days of Active Employment.

Rehire - If Your employment ends and You are rehired within 12 months, Your previous work while in an Eligible Class will apply toward the Waiting Period. All other Policy provisions apply.

Who Pays for the Coverage:

Your Employer pays the cost of Your coverage.

Waiver of Premium - We do not require premium payments for Your coverage while You are receiving Long Term Disability payments under the Policy.

Accumulation of Elimination Period:

Elimination Period: 90 consecutive days.
Accumulation Period: 180 consecutive days.

The elimination period and the accumulation period begin on the first day of Your disability.

Benefits for a Payable Claim begin the day after the elimination period is completed.

Monthly Benefit:

66 2/3% of Monthly Earnings to a Maximum Benefit of $8000 per month.

Your benefit may be reduced by any Deductible Sources of Income and adjusted by any Disability Earnings. Some disabilities may not be covered or may have limited coverage under the Policy.

Monthly Earnings

“Monthly Earnings" means Your gross monthly income from Your Employer in effect just prior to Your date of disability. It includes Your total income before taxes and any deductions made for pre-tax Contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. It does not include income received from commissions, bonuses, overtime pay, any other extra compensation, or income received from sources other than Your Employer.

Earnings, whether for a full year or partial year, will be converted to a monthly amount for the purpose of calculating the Monthly Payment.

Maximum Period of Payment:

Social Security Normal Retirement Age duration (SSNRA)
For a disability which begins before You reach age 60, the Maximum Period of Payment will be until the Social Security Normal Retirement Age (SSNRA) as shown in the following table:

Year of Birth	*Social Security Normal Retirement Age
Before 1938	65 years
1938	65 years and 2 months
1939	65 years and 4 months
1940	65 years and 6 months
1941	65 years and 8 months
1942	65 years and 10 months
1943-1954	66 years
1955	66 years and 2 months
1956	66 years and 4 months
1957	66 years and 6 months
1958	66 years and 8 months
1959	66 years and 10 months
1960 and after	67 years

* Age at which You are entitled to unreduced Social Security benefits based on the Social Security Amendments of 1983. For a disability which starts on or after You reach age 60, the Maximum Period of Payment will be determined according to the following table:

Your Age When Disability Begins	Maximum Period of Payment
Less than age 60	To Social Security Normal Retirement Age (SSNRA)*
Age 60	60 months or to SSNRA*, whichever is greater
Age 61	48 months or to SSNRA*, whichever is greater
Age 62	42 months or to SSNRA*, whichever is greater
Age 63	36 months or to SSNRA*, whichever is greater
Age 64	30 months or to SSNRA*, whichever is greater
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 and over	12 months

Regular Occupation Period:

36 Months

Total Benefit Cap - If You are eligible to receive payments under the Policy in addition to Your Monthly Payment, the total benefit payable to You on a monthly basis (including all benefits provided under the Policy) will not exceed 100% of Your Monthly Earnings. However, if You are participating in a Vocational Rehabilitation Plan, the total benefit payable to You on a monthly basis (including all benefits provided under this Policy) will not exceed 110% of Your Monthly Earnings.

Support Services - The Policy may include enrollment, risk management and other support services related to the Policyholder's benefit program.

The above items are only highlights of the Policy. For a full description of Your coverage, including any additional benefits, exclusions or limitations that may apply, continue reading Your Certificate of Coverage.

DEFINITIONS

Accident or Accidental means a sudden, unexpected event that was not reasonably foreseeable.

Accidental Injury means a bodily Injury that is the direct result of a sudden, unexpected event that was not reasonably foreseeable, independent of disease and not related to any other cause. The Injury must occur, and 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.

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

To be in active employment, Your work site must be:
1. Your Employer's usual place of business; or
2. An alternative work site at the direction of Your Employer, including Your home; or
3. 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 15 days 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.

Appropriate Care means that You:
1. Visit a Doctor 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 Doctor 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 corrective treatment or minor surgery.

Certificateholder means the person who is eligible for benefits provided by the Policyholder's Policy and who has received a Certificate of Coverage.

Contribution means the amount the Policyholder may require an Insured Person to pay towards the total Premium that We charge for the insurance provided under the Policy.

Contributory Insurance means insurance for which the Policyholder requires the Insured Person to pay all or a portion of the Premium. The Certificate of Coverage specifies who pays the cost of the coverage.

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 Monthly Payment.

Disability Earnings means the income which You receive from working while You are disabled, plus the earnings You could receive if You were working to Your Maximum Capacity.

Disability Earnings do not include earnings from secondary employment if such employment began prior to Your date of disability; however, it does include any increase in earnings from the secondary employment occurring after Your date of disability.

Doctor means:
1. A person performing tasks that are within the limits of his or her medical license; and
2. A person who is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
3. A person with a doctoral degree in Psychology (Ph. D. or Psy. D.) whose primary practice is treating patients; or
4. A person who is a legally qualified medical practitioner according to the Laws and regulations of the Governing Jurisdiction.

We will not recognize You or Your family members, including but not limited to, Spouse, domestic partner, child(ren), parents, including in-laws, or siblings, including in-laws, a business or professional partner, or any person who has a financial affiliation or business interest with You as a Doctor for a claim that You send to Us.

Eligible Survivor means Your Spouse, if living; otherwise, Your child(ren).

Employee means a person who is in Active Employment with the Employer in the United States.

Employer means the Policyholder and includes any division, subsidiary, or affiliated company named in the Policy.

For Contributory Insurance:

Enroll means You have completed the process of applying for coverage under the Policy.

Enrollment Form means the application, approved by Us, You complete and submit to Us to apply for coverage under the Policy.

Evidence of Insurability means a statement of Your medical history that We will use to determine if You are approved for coverage. Evidence of Insurability will be provided at Our expense. Evidence of Insurability is not required for Non-Contributory Insurance.

Evidence of Insurability Form means the portion of the Enrollment Form that You complete and submit to Us that contains a statement of Your medical history.

Family and Medical Leave means the Family and Medical Leave Act of 1993 and any amendments ("FMLA"), or any other applicable state (including the District of Columbia), or local paid family and medical leave (“State FML”).

Gainful Occupation means an occupation for which You are reasonably qualified based on Your training, education and experience that is or can be expected to provide You with an income within 12 months of Your return to work, that exceeds:

80% of Your Indexed Monthly Earnings, if You are working;
60% of Your Indexed Monthly Earnings, if You are not working.

Grace Period means the 31 day period following the Premium Due Date during which premium payment for the Policy may be made by the Policyholder.

Gross Monthly Payment means Your benefit before any reduction for Deductible Sources of Income and any adjustment for Disability Earnings.

Hospital Confined means You are confined as an In-Patient in a Hospital, Health Facility or Institution.

Hospital, Health Facility or Institution means an accredited facility licensed according to state and local laws to provide care and treatment for the condition causing Your disability. The facility must be supervised by one or more Doctors with 24 hour registered graduate nursing staff. The facility may specialize in treating alcoholism, drug addiction, chemical dependency or Mental Illness. A facility specializing in treating alcoholism, drug addiction, chemical dependency or Mental Illness does not include a rest home, convalescent home, and home for the aged or a facility primarily for custodial or educational care.

Indexed Monthly Earnings means Your Monthly Earnings adjusted on each anniversary of benefit payment by the lesser of 10% or the current annual percentage increase in the Consumer Price Index. Your Indexed Monthly Earnings may increase or remain the same, but will never decrease.

The Consumer Price Index CPI-U is published by the U.S. Department of Labor. We may substitute a comparable measurement if the Department of Labor changes or stops publishing the CPI-U subject to approval by the Commission. Before a substitute index is used, We shall notify You of the substitution. Indexing is only used as a factor in the determination of the percentage of lost earnings while You are disabled and working and in the determination of Gainful Occupation.

Injury means a bodily Injury that is the direct result of an Accident, independent of disease and not related to any other cause. The Injury must occur, and 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.

In-Patient means an individual who is physically confined for an overnight stay, as a registered bed patient in a Hospital, Health Facility or Institution.

Insured Person means a person who is eligible for the coverage under this Policy, becomes covered according to the terms of the Policy, and whose coverage remains in effect according to the terms of the Policy.

Law, Policy, or Act means the original enactments of the law, plan, or act and all amendments.

Leave of Absence 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 Leave of Absence.

Material and Substantial Duties means the important duties, tasks, functions and operations that:
1. Are normally required for the performance of Your Regular Occupation; and
2. Cannot be reasonably omitted or modified, except that if You are required to work on average in excess of 40 hours per week, We will consider You able to perform that requirement if You have the capacity to work 40 hours per week.

Maximum Benefit means the total Monthly Benefit amount for which You are insured under the Policy subject to all Policy provisions.

Maximum Capacity means, based on Your restrictions and limitations:
1. During the Regular Occupation Period, the greatest extent of work You are able to do in Your Regular Occupation; and
2. Beyond the Regular Occupation Period, the greatest extent of work You are able to do in any Gainful Occupation for which You are reasonably fitted by education, training or experience.

Maximum Period of Payment means the longest period of time We will make payments to You for any one period of disability.

Mental Illness means a psychiatric or psychological condition classified in the Diagnostic and Statistical Manual of Mental Health Disorders (DSM), published by the American Psychiatric Association, most current as of the start of a disability. Such disorders include, but are not limited to, psychotic, emotional or behavioral disorders, or disorders related to stress or to substance abuse or dependency. If the DSM is discontinued or replaced, these disorders will be those classified in the diagnostic manual then used by the American Psychiatric Association as of the start of a disability. If the APA no longer publishes a DSM or the APA ceases to exist, We may substitute a comparable DSM subject to the approval by the Commission.

Monthly Earnings means Your gross monthly income from Your Employer as stated in the BENEFITS AT A GLANCE.

Monthly Payment means Your benefit after any Deductible Sources of Income and any Disability Earnings have been subtracted from Your Gross Monthly Payment.

Non-Contributory Insurance means insurance for which the Policyholder does not require the Insured Person to pay any part of the Premium. The Certificate of Coverage specifies who pays the cost of the coverage.

Occupational Sickness or Injury means a Sickness or Injury that was caused by or aggravated by any employment for pay or profit.

Part-Time Basis
means the ability to work and earn from 20% through 80% of Your Indexed Monthly 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.

Policyholder means the Employer to whom the Policy is issued and who sponsored the coverage for its Employees.

Policy Month means the month that begins on the effective date of the Policy. Subsequent Policy months will begin on the same day of each subsequent calendar month.

Premium means the amount the Policyholder will pay to Us for the insurance provided under the Policy.

Pre-Existing Condition

means a condition for which symptoms existed that would cause an ordinarily prudent person to seek diagnosis, care or treatment at any time during the 3 months just prior to Your effective date of coverage, or a condition whether diagnosed or not, for which, within the 3 months just prior to Your effective date of coverage, You have:

1. Received medical treatment, advice, consultation, or diagnostic testing; or
2. Taken or were prescribed drugs or medicine.

Prior Policy means the Policyholder's group long term disability income insurance plan for which You were insured on the day prior to the effective date of Our Policy.

Recurrent Disability means a disability which is due to the same cause(s) as Your prior disability for which We made a Monthly Payment.

Regular Occupation means the occupation You are routinely performing when Your disability begins. 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.

Regular Occupation Period is the period of time shown in the BENEFITS AT A GLANCE that begins after the elimination period.

Retirement Plan means a defined contribution plan or defined benefit plan. These are plans which provide retirement benefits to Employees and are not funded entirely by Employee Contributions. Retirement Plan includes but is not limited to any plan which is part of any federal, state, county, municipal or association retirement system.

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

Sickness means illness, disease or complications from pregnancy. If disabilities caused by pregnancy are covered under the Policy, then benefits for a pregnancy will be paid on the same basis as for a sickness.

Signed means any 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 applicable Law.

Spouse means Your lawful Spouse or any other person required to be covered as Your Spouse under the civil union, domestic partnership, marriage or other family or domestic relations Law of the Governing Jurisdiction.

If You reside in a State different from the Governing Jurisdiction of the Policy, the Certificate of Coverage shall, if required, comply with the applicable civil union, domestic partnership, marriage or other family or domestic relations Law of the State in which You reside.

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.

Vocational Rehabilitation Plan means a Written plan that a vocational rehabilitation professional, designated by Us, prepares in accordance with the VOCATIONAL REHABILITATION SERVICES provision of the Policy.

Waiting Period means the continuous period of time (shown in the BENEFITS AT A GLANCE) that You must be in Active Employment in an Eligible Class before You are eligible for coverage under the Policy.

We, Us, and Our means Transamerica 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 means an Employee who is eligible for coverage under the Policy.

GENERAL PROVISIONS

Entire Contract - The insurance for Insured Persons is provided under a contract of group disability income insurance with the Policyholder, and the entire contract with the Policyholder consists of:
1. All Policy provisions and any amendments and endorsements to the Policy;
2. The Certificate of Coverage and any amendments and endorsements to the Certificate of Coverage;
3. The Policyholder's Signed application; and
4. For Contributory Insurance, the Insured Persons' Signed Enrollment Forms.

Certificate of Coverage - This Certificate of Coverage is a Written statement prepared by Us and may include attachments. It tells You:
1. The coverage to which You may be entitled;
2. To whom We will make a payment; and
3. The limitations, exclusions and requirements that apply within the Policy.

Changes to Your Coverage – The terms and provisions of the Certificate of Coverage, or any amendments or endorsements issued under it, may be changed at any time without the consent of the Insured Person or anyone else with a beneficial interest in the certificate. We will issue amendments or endorsements to effect such changes, and only those forms Signed by an officer of the Company will be valid. Any amendment or endorsement added to the certificate after the date of issue that eliminates or reduces benefits or rights under the certificate shall require signed acceptance by the Policyholder. We will provide a copy of the amendment or endorsement to the Policyholder for the Employees, if the change affects the certificate.

Once Your coverage begins, any increased or additional coverage will take effect immediately if You are in Active Employment or if You are on a covered Leave of Absence. If You are not in Active Employment due to Injury or Sickness, any increased or additional coverage will begin on the date You return to Active Employment.

Increases or additional coverage will be subject to the PRE-EXISTING CONDITION LIMITATION provision. Additional coverage includes increases to Your Monthly Benefit amount and other changes that may impact when or for how long benefits are payable. You must be in Active Employment for Your increased or additional coverage to begin.

Any decrease in coverage will take effect immediately but will not affect a Payable Claim that occurs prior to the decrease.

If You are in Active Employment When Your Employer Replaces Insurance Coverage with Our Policy (Continuity of Coverage)

If You are in Active Employment in an eligible class on the date Your Employer changes insurance carriers to Our Policy, and You were covered under the Prior Policy on the day before Your Employer's coverage under Our Policy became effective, We will provide continuity of coverage under Our Policy. In order for this provision to apply, the Prior Policy's coverage must be similar to Our Policy.

If You are not in Active Employment When Your Employer Replaces Insurance Coverage with Our Policy (Continuity of Coverage)

If You are not in Active Employment due to Injury or Sickness on the date Your Employer changes insurance carriers to Our Policy, and You were covered under the Prior Policy at the time Your Employer's coverage under Our Policy became effective, We will provide continuity of coverage under Our Policy. In order for this provision to apply, the Prior Policy's coverage must be similar to Our Policy.

If You are not in Active Employment due to Injury or Sickness on the effective date of Our Policy, and You would otherwise be eligible to become insured under Our Policy, We will provide limited coverage under Our Policy. Coverage under this provision will begin on Our Policy effective date and will continue until the earliest of:
1. The date You return to Active Employment; or
2. The end of any period of continuance or extension provided under the Prior Policy.

If You are not in Active Employment due to Leave of Absence on the date Your Employer changes insurance carriers to Our Policy, and You were covered under the Prior Policy at the time Your Employer's coverage under Our Policy became effective, We will provide continuity of coverage under Our Policy. In order for this provision to apply, the Prior Policy's coverage must be similar to Our Policy.

If You are not in Active Employment due to Leave of Absence on the effective date of Our Policy, and You would otherwise be eligible to become insured under Our Policy, We will provide limited coverage under Our Policy. Coverage under this provision will begin on Our Policy effective date and will continue until the earliest of:
1. The date You return to Active Employment; or
2. The end of any period of continuance or extension provided under the Prior Policy; or
3. The date coverage would otherwise end, according to the provisions of Our Policy.

Your coverage under this provision is subject to payment of Premium.

For the purposes of this provision the following definition applies:

Limited Coverage means benefits payable will be paid as if the Prior Policy had remained in effect and You continued to be insured under that policy. We will reduce Your payment by any amount for which the prior carrier is liable.

If coverage ends under this provision, or if You were not covered under Your Employer's Prior Policy on the date that policy terminated, the WHEN COVERAGE BEGINS provision under Our Policy will apply.

If You Have a Disability Due to a Pre-Existing Condition After Your Employer Replaces Insurance Coverage with Our Policy (Continuity of Coverage) - In order for this provision to apply, the Prior Policy's coverage must be similar to Our Policy.

We may send a payment if Your disability is caused by, contributed to by or results from a Pre-Existing Condition if:
1. You were covered under the Prior Policy at the time Your Employer changed insurance carriers to Our Policy; and
2. You have been continuously covered under Our Policy from the effective date of Our Policy through the date Your disability began.

In order to receive a payment, You must satisfy the PRE-EXISTING CONDITION LIMITATION provision under:
1. Our Policy; or
2. The Prior Policy, if benefits would have been paid had that policy remained in force.

If You satisfy the PRE-EXISTING CONDITION LIMITATION provision of Our Policy, We will determine Your payments according to Our Policy's provisions.

If You do not satisfy the PRE-EXISTING CONDITION LIMITATION provision of this Policy, but you do satisfy the Prior Policy's Pre- Existing Condition provision:

1. Your Monthly Payment will be the lesser of:
   a. The Monthly Payment that would have been payable under the terms of the Prior Policy if it had remained in force; or
   b. The Monthly Payment under Our Policy; and
2. Benefits will end on the earlier of:
   a. The date benefits end under Our Policy, as described under the DURATION OF PAYMENTS provision; or
   b. The date benefits would have ended under the Prior Policy if it had remained in force.

If You do not satisfy either Our Policy's or the Prior Policy's Pre-Existing Condition provision, We will not make any payments.

We will require proof that You were insured under the Prior Policy. All other provisions of Our Policy will apply.

If You are on a Leave of Absence After Your Coverage Begins - If You are on a Leave of Absence, and if all Premium is paid when due, Your coverage may be continued beyond the date You are no longer in Active Employment, limited to the time periods described below.

If You are on a Leave of Absence as described under the Family and Medical Leave Act of 1993 ("FMLA") or applicable state family and medical leave Law ("State FML"), and Your Employer's Human Resource policy provides for continuation of disability coverage during an FMLA or State FML Leave of Absence, Your coverage will be continued until the end of the later of:
1. The leave period permitted by the federal Family and Medical Leave Act of 1993 and any amendments; or
2. The leave period permitted by applicable state Law.

If You are on a Leave of Absence other than an FMLA or State FML Leave of Absence, and if all Premium is paid when due, You may be covered through the end of the month that immediately follows 1 month after the date You stopped Active Employment.

If You are on a Leave of Absence for active military service as described under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), Your coverage may be continued until the end of the later of:
1. The length of time the coverage may be continued under the Certificate of Coverage for an FMLA or State FML Leave of Absence; or
2. The length of time the coverage may be continued under the Certificate of Coverage for a Leave of Absence other than an FMLA or State FML Leave of Absence.

If Your Employer has approved more than one type of Leave of Absence for You during any one period that You are not in Active Employment, We will consider such leaves to be concurrent for the purpose of determining how long Your coverage may continue under the Policy.

If Your coverage is not continued during an FMLA or State FML Leave of Absence, and You return to Active Employment immediately following the end of Your FMLA or State FML Leave of Absence, Your coverage will be reinstated. We will not apply a new Waiting Period, require Evidence of Insurability, or apply a new Pre-Existing Condition Limitation.

If Your coverage is not continued during a Leave of Absence for active military service, and You return to Active Employment, Your coverage shall be reinstated in accordance with USERRA.

Once You resume Active Employment with the Employer in an eligible class Your insurance will continue under the Policy. In no event will Your coverage under the Policy be continued beyond the date Your coverage would otherwise end according to the terms of the WHEN YOUR COVERAGE ENDS provision.

When Your Coverage Ends - Your coverage under the Policy ends on the earliest of:
1. The date the Policy is canceled;
2. The date You are no longer in an Eligible Class;
3. The date Your Eligible Class is no longer covered;
4. The end of the period for which You paid Premiums, if You stop making a required Premium Contribution;
5. The end of the Policyholder's Grace Period if the Policyholder does not remit Premium to Us by the end of such period; or
6. The last day You are in Active Employment, except as provided under a covered Leave of Absence.

Termination of the Policy during a disability will not affect a Payable Claim under the certificate.

Legal Action - You can start legal action regarding Your claim 60 days after proof of claim 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 claim is required unless otherwise provided under federal Law.

Incontestability - We consider any statements made by You a representation and not a warranty. No statement made by You will be used to reduce or deny any claim or to cancel Your coverage unless:
1. The statement is in Writing on an Enrollment Form or Evidence of Insurability Form that is Signed by You; and
2. A copy of that statement is given to You, Your Eligible Survivor or legally authorized representative.

No statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the coverage has been in force for two years. For any applied for increases in coverage or reinstatement of coverage, a new two year contestability period is applicable to the amount of the applied for increase or reinstated coverage. Fraudulent statements will be used to contest the insurance for which the fraudulent statement was made 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 the Policy unless the statement is material to the risk accepted by Us.

Clerical Error - Clerical error or omission by Us or the Policyholder will not:
1. Prevent You from receiving coverage, if You are entitled to coverage under the terms of the Policy; or
2. Cause coverage to begin or continue for You when the coverage would not otherwise be effective.

If We or the Policyholder make a clerical error in keeping data that is required to compute Premiums and administer the terms of the Policy, We will:
1. Use the facts to decide whether You have coverage under the Policy and in what amounts; and
2. Make a fair adjustment of the Premium.

Misstatement of Age - If Premiums applicable to You are based on age and You have misstated Your age, there will be a fair adjustment of Premiums based on Your true age. If the benefits applicable to You are based on age and You have misstated Your age, there will be an adjustment of said benefits based on Your true age. We may require satisfactory proof of Your age before paying any claim.

Workers' Compensation or State Disability Insurance - The Policy does not replace or affect the requirements for coverage by any workers' compensation or state disability insurance.

Agency - For purposes of the Policy, the Policyholder acts on its own behalf or as Your agent. Under no circumstances will the Policyholder be deemed Our agent.

Extension of Benefits - If a disability for which Monthly Benefits are payable begins while Your coverage under the Policy is in force, benefits will be payable after termination of Your coverage to the same extent as if the coverage had not terminated.

LONG TERM DISABILITY BENEFIT INFORMATION

Definition of Disability

You are considered disabled when We review Your claim and determine that, due to Your Sickness or Injury:
1. You are unable to perform all the Material and Substantial Duties of Your Regular Occupation; and
2. You have a 20% or more loss in Your Indexed Monthly Earnings.

After the Regular Occupation Period, You are considered disabled when We review Your claim and determine that, due to Your Sickness or Injury, You are unable to perform the duties of any Gainful Occupation for which You are reasonably qualified based on Your training, education and experience.

The loss of a professional or an occupational license or certification does not, in itself, constitute disability.

Accumulation of Elimination Period – You must be continuously disabled through Your elimination period. Your elimination period is as stated in the BENEFITS AT A GLANCE and is the period of continuous disability You must satisfy before You are eligible to receive benefits under the Policy.

If You return to work while satisfying Your elimination period, You may satisfy Your elimination period within the accumulation period. The accumulation period is as stated in the BENEFITS AT A GLANCE.

The days that You are not disabled will not count toward Your elimination period.

If You do not satisfy the elimination period within the accumulation period, a new period of disability will begin. The elimination period and the accumulation period begin on the first day of Your disability. Benefits for a Payable Claim begin the day after the elimination period is completed.

Satisfying Your Elimination Period If You Are Working - If You are working while You are disabled, the days You are disabled will count toward Your elimination period.

When You Receive Payments - You will begin to receive payments when We approve Your claim, providing the elimination period has been met, You are under the Appropriate Care of a Doctor, and You are disabled. We will send You a Monthly Payment at the end of each month for any period for which We are liable.

After the elimination period, if You are disabled for less than 1 month, We will send You 1/30th of Your Monthly Payment for each day of Your disability.

To Whom Payments are Made - We will pay Your benefits to You unless this certificate specifies otherwise. If any amount for which We are liable remains unpaid when You die, We will pay that amount according to the TIME PAYMENT OF CLAIMS provision in this certificate. If, however, it is necessary for the establishment of a guardianship or conservatorship, or appointment of a trustee, executor or administrator, We may withhold further benefits until sufficient evidence is provided to Us that any such establishment or appointment has been finalized. We will pay benefits within 30 days of receiving sufficient evidence of the establishment or appointment. If We pay benefits on or after the 31st day of receiving sufficient evidence, the delayed payment will be subject to a simple 10% interest rate per year, beginning with the 31st day and ending on the day benefits are paid.

Amount of Payment

A. If You are Disabled and Not Working, or Disabled and Working and Your Disability Earnings are Less Than 20% of Your Indexed Monthly Earnings

We will follow this process to figure Your payment:
1. Multiply Your Monthly Earnings by 66 2/3%.
2. The Maximum Benefit is $8000 per month.
3. Compare the answer from Item 1 with the Maximum Benefit. The lesser of these two amounts is Your Gross Monthly
4. Subtract from Your Gross Monthly Payment any Deductible Sources of Income.

The amount figured in Item 4 is Your Monthly Payment.

B. If You are Disabled and Working, and Your Disability Earnings are at Least 20% But Less Than or Equal To 80% of Your Indexed Monthly Earnings

During the first 12 months of payments, the sum of Your Gross Monthly Payment plus Disability Earnings may be less than or equal to, but not more than, 100% of Your Indexed Monthly Earnings. If the sum exceeds 100% of Your Indexed Monthly Earnings, We will reduce Your payment under the Policy by the excess amount.

To determine whether the sum of Your Gross Monthly Payment plus Disability Earnings is less than or equal to or exceeds 100% of Your Indexed Monthly Earnings, We will follow this process:
1. Multiply Your Monthly Earnings by 66 2/3%.
2. The Maximum Benefit is $8000 per month.
3. Compare the answer from Item 1 with the Maximum Benefit. The lesser of these two amounts is Your Gross Monthly Payment.
4. Add Your Disability Earnings to Your Gross Monthly Payment.

If the answer in Item 4 above is less than or equal to 100% of Your Indexed Monthly Earnings, Your Monthly Payment will be Your Gross Monthly Payment minus any Deductible Sources of Income, except any income from any form of employment.

If the answer in Item 4 above is greater than 100% of Your Indexed Monthly Earnings, We will follow this process to figure Your Monthly Payment:
a. Add Your Disability Earnings to Your Gross Monthly Payment.
b. From the answer in Item a, subtract Your Indexed Monthly Earnings. If the result is zero or less, record Your answer as zero.
c. From Your Gross Monthly Payment, subtract the answer in Item b and any Deductible Sources of Income.

The amount figured in Item c is Your Monthly Payment.

After 12 months of Monthly Payments, You will receive payments based on the percentage of income You are losing due to Your disability. We will follow this process to determine Your Monthly Payment:
1. Subtract Your Disability Earnings from Your Indexed Monthly Earnings.
2. Divide the answer in Item 1 by Your Indexed Monthly Earnings. The result is Your percentage of lost earnings.
3. From Your Gross Monthly Payment subtract any Deductible Sources of Income.
4. Multiply the answer in Item 2 by the answer in Item 3.

The answer in Item 4 is Your Monthly Payment.

C. If You are Disabled and Working, and Your Disability Earnings are More Than 80% of Your Indexed Monthly Earnings

If You are working and Your Disability Earnings are more than 80% of Your Indexed Monthly Earnings, no benefit will be payable.

We may require You to send proof of Your monthly Disability Earnings at least quarterly. We will adjust Your payment based on Your monthly Disability Earnings.

As part of Your proof of Disability Earnings, We can require that You send Us appropriate financial records that We believe are necessary to substantiate Your income.

After the elimination period, if You are disabled for less than 1 month, We will send You 1/30th of Your Monthly Payment for each day of disability.

If Your Disability Earnings Fluctuate - If Your Disability Earnings routinely fluctuate widely from month to month, We may average Your Disability Earnings over the most recent three months to determine if Your claim should continue.

If We average Your Disability Earnings, We will not terminate Your claim unless the average of Your Disability Earnings from the last three months exceeds 80% of Your Indexed Monthly Earnings.

We will not pay You for any month during which Your Disability Earnings exceed the amount allowable under the Policy. In no event will benefits be paid beyond the Maximum Period of Payment.

We Will Never Pay More Than 100% of Monthly Earnings - If You are eligible to receive benefits under the Policy in addition to the Monthly Payment, the total benefit payable to You on a monthly basis (including all benefits provided under the Policy) will not exceed 100% of Your Monthly Earnings. However, if You are participating in a Vocational Rehabilitation Plan, the total benefit payable to You on a monthly basis (including all benefits provided under this Policy) will not exceed 110% of Your Monthly Earnings.

Deductible Sources of Income - With the exception of retirement payments, amounts earned or received from any form of employment and amounts received from any unemployment compensation Law, We will only subtract Deductible Sources of Income which are payable as a result of the same disability.

The following are Deductible Sources of Income:

1. The amount that You receive, or are eligible to receive, as disability income payments under any:
   a. federal, state or local (including the District of Columbia) compulsory benefit Act or Law;
   b. individual disability income plans which are paid for by the Policyholder and purchased on or after the effective date of this Policy to the extent that cumulative benefits payable would exceed Your Monthly Earnings;
   c. military disability benefit plan;
   d. governmental retirement system as a result of Your job with Your Employer; or
   e. other group insurance policy with the Employer.
2. The amount You receive as disability income payments under any “no fault” motor vehicle plan.
3. The amount You receive as a result of any action brought under Title 46, United States Code Section 688 (The Jones Act, the Maritime Doctrine of Maintenance and Cure, or the Doctrine of Unseaworthiness).
4. The amount You receive for lost income from a Third Party (after subtracting attorney's fees) by award, judgment, settlement or otherwise. If the award, judgment or settlement does not specify the lost income amount, We will estimate the amount using 30% of the total amount received.
5. The amount You receive under any Salary Continuation or Accumulated Sick Leave plan or paid Family Medical Leave Plan.
6. The amount that You:
   a. receive as disability payments under Your Employer’s Retirement Plan;
   b. voluntarily elect to receive as retirement payments under Your Employer’s Retirement Plan; or
   c. receive as retirement payments when You reach the later of age 62 or normal retirement age, as defined in Your Employer’s Retirement Plan.

Disability payments under a Retirement Plan will be those benefits which are paid due to disability and do not reduce the retirement benefit which would have been paid if the disability had not occurred.

Retirement payments will be those benefits which are paid based on Your Employer’s Contribution to the Retirement Plan. Disability benefits which reduce the retirement benefit under the plan will also be considered as a retirement benefit.

Regardless of how the retirement funds from the Retirement Plan are distributed, We will consider the Employer and Employee Contributions to be distributed simultaneously throughout Your lifetime.

Amounts received do not include amounts rolled over or transferred to any eligible retirement plan. We will use the definition of eligible retirement plan as defined in Section 402 of the Internal Revenue Code including any future amendments which affect the definition.

7. The amount that You, Your Spouse, or Your child(ren) receive, or are eligible to receive, as disability payments because of Your disability under:
   a. the United States Social Security Act;
   b. the Canada Pension Plan;
   c. the Quebec Pension Plan; or
   d. any similar Plan or Act.

8. The amount that You receive as retirement payments or the amount Your Spouse or Your child(ren) receive as retirement payments because You are receiving retirement payments under:
   a. the United States Social Security Act;
   b. the Canada Pension Plan;
   c. the Quebec Pension Plan; or
   d. any similar Plan or Act.

We will not reduce Your payment by Your Social Security retirement income if Your disability begins after age 65 and You were already receiving Social Security retirement payments.

9. The amount You earn or receive from any form of employment.

If You have income from secondary employment, and such employment began prior to Your date of disability, the amount of income You were receiving from that secondary employment before Your disability began is not a Deductible Source of Income. Any increase in income from that secondary employment occurring after Your date of disability is a Deductible Source of Income.

10. The amount You receive from any unemployment compensation Law.

11. The amount that You receive, or are eligible to receive, under:
    a. a workers' compensation Law;
    b. an occupational disease Law; or
    c. any other Act or Law with similar intent.

If You Receive a Cost of Living Increase from Deductible Sources of Income - Other than for increases in any income You earn from any form of employment, once We have subtracted any deductible source of income from Your Gross Monthly Payment, We will not further reduce Your payment due to a cost of living increase from that source.

If You Qualify for Deductible Sources of Income - When We determine that You may qualify for benefits for which You are eligible in the Deductible Sources of Income section, We will estimate Your entitlement to these benefits. We can reduce Your benefit under the Policy by the estimated amounts if such benefits:
1. Have not been awarded or denied; or
2. Have been denied and the denial is being appealed.

Your Gross Monthly Payment will NOT be reduced by the estimated amount if You:
1. Apply for the disability payments for which You are eligible in the Deductible Sources of Income section and appeal Your denial to all administrative levels We determine are necessary; and
2. Sign Our form. This form states that You promise to pay Us any overpayment caused by an award and We shall be entitled to impose a constructive trust on any such award.

If Your Gross Monthly Payment has been reduced by an estimated amount, Your Gross Monthly Payment will be adjusted when We receive proof:
1. Of the amount awarded; or
2. That benefits have been denied and all appeals We determine are necessary have been completed. In this case, a lump sum refund of the estimated amount will be made to You.

If You receive a lump sum payment from any Deductible Source of Income, the lump sum will be pro-rated on a monthly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a monthly basis from the date of the award over Your expected lifetime as determined by Us.

We will not estimate Your entitlement to the following:
1. Payments You receive as disability payments under Your Employer's Retirement Plan;
2. Payments You voluntarily elect to receive as retirement payments under Your Employer's Retirement Plan;
3. Payments You receive as retirement payments when You reach the later of age 62 or normal retirement age, as defined in Your Employer's Retirement Plan;
4. The amount You receive as disability income payments under any automobile liability insurance Policy or "no fault" motor vehicle plan, whichever is applicable; or
5. The amount You receive for lost income from a Third Party (after subtracting attorney's fees) by award, judgment, settlement or otherwise. EXCEPTION: if the award, judgment or settlement does not specify the lost income amount, We will estimate the amount using 30% of the total amount received.

Non-Deductible Sources of Income - We will not subtract from Your Gross Monthly Payment income You receive from the following:

1. 401(k) plans;
2. Vacation pay, severance, or other similar paid time off plan;
3. Profit sharing plans;
4. Thrift plans;
5. Tax-sheltered annuities;
6. Stock ownership plans;
7. Credit disability insurance;
8. Non-qualified plans of deferred compensation;
9. Pension plans for partners;
10. Military pension plans;
11. Franchise disability income plans;
12. Individual disability plans paid for by the Insured Person;
13. A Retirement Plan from another employer;
14. Individual retirement accounts (IRA).

If vacation pay, severance, or other similar paid time off plan payments plus the Gross Monthly Payment and Disability Earnings exceed 100% of Your Monthly Earnings, We will subtract the amount in excess of 100% from Your Monthly Payment.

Minimum Payment -

The minimum payment each month for a Payable Claim is the greater of:

1. $100; or
2. 10% of Your Gross Monthly Payment.

We may apply this amount to recover an outstanding overpayment.

Duration of Payments – We will send You a payment each month up to the Maximum Period of Payment. Your Maximum Period of Payment is stated in the BENEFITS AT A GLANCE and will be paid during a continuous period of disability, and will be based on Your age at disability.

When Payments End

We will stop sending You payments and Your claim will end on the earliest of the following:

1. The end of the Maximum Period of Payment;
2. The date You are no longer disabled under the terms of the Policy;
3. The date You fail to submit proof of continuing disability;
4. The date You die;
5. During the Regular Occupation Period when You are able to return to work in Your Regular Occupation on a Part-time Basis but You do not;
6. After the Regular Occupation Period, when You are able to work in any Gainful Occupation for which You are reasonably qualified on a Part-time Basis but You do not; or
7. The date Your Disability Earnings exceed 80% of Your Indexed Monthly Earnings.

EXCLUSIONS AND LIMITATIONS

Disabilities Not Covered under the Policy - The Policy does not cover any disabilities caused by, contributed to by, or resulting from Your:

1. Intentionally self-inflicted harm;
2. Attempted suicide, regardless of mental capacity;
3. Subject to the applicable law in the state where the Policy is delivered or issued for delivery, operating a motor vehicle while under the influence of alcohol as evidenced by a blood alcohol level in excess of the state legal intoxication limit as defined by the state law where the disability occurs;
4. Subject to the applicable law in the state where the Policy is delivered or issued for delivery, being under the influence of any narcotic, unless the narcotic is being taken on the advice of a Doctor;
5. Voluntary intake of poison, drugs or fumes, unless a direct result of an occupational Accident;
6. Participation in a war, declared or undeclared, or any act of war; an act of war is military activity by one or more national governments and does not include terrorist acts, other random acts of violence not perpetrated by You, or civil war or community faction;
7. Active duty in the military or the National Guard or similar government organizations;
8. Active participation in a riot, insurrection or terrorist activity;
9. Engaging in any illegal occupation, work, or employment;
10. Commission of or attempt to commit a felony;
11. Cosmetic surgery except when required for Your Appropriate Care as a result of Your Injury or Sickness; cosmetic surgery shall not include reconstructive surgery when the surgery is incidental to or follows surgery resulting from trauma, infection or other diseases of the involved part and reconstructive surgery because of congenital disease or anomaly resulting in a functional defect;
12. Traveling in any aircraft other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline;
13. Traveling in any aircraft or device operated by or under authority of military or any aircraft being used for experimental purposes or to travel beyond the earth's atmosphere;

We will not pay a benefit for any period of disability during which You are legally incarcerated in a penal or correctional institution.

Residing Outside the United States Limitation - We will stop sending You payments and Your claim will end after 12 months of payments if You are considered to reside outside the United States, or U.S. territories. You will be considered to reside outside these countries when You have been outside the United States, or U.S. territories for a total period of 6 months or more during any 12 consecutive months of benefits.

Pre-Existing Condition Limitation - Benefits will not be paid if Your disability begins in the first 12 months following the effective date of Your coverage and Your disability is caused by, contributed to by, or the result of a Pre-Existing Condition.

Mental Illness, Alcoholism or Drug Abuse Limitation - Subject to the applicable law in the state where the Policy is delivered or issued for delivery, the lifetime cumulative Maximum Period of Payment for all disabilities due to Mental Illness, alcoholism or drug abuse is 24 months for each disability.

Only 24 months of benefits will be paid for each disability, even if the disabilities:
1. Are not continuous; and/or
2. Are not related.

We will continue to send You payments beyond the 24 month period if You meet one or both of these conditions:
1. If You are confined to a Hospital, Health Facility or Institution at the end of the 24 month period, We will continue to send You payment(s) during Your confinement.

If You are still disabled when You are discharged, We will send You payment(s) for a recovery period of up to 90 days.
If You become reconfined at any time during the recovery period and remain confined for at least 14 days in a row, We will send payment(s) during that additional confinement and for one additional recovery period up to 90 more days.

2. In addition to Item 1, if You continue to be disabled after the 24 month period, and subsequently become confined to a Hospital, Health Facility or Institution for at least 14 days in a row, We will send payment(s) during the length of the reconfinement.

We will not make payments beyond the limited pay period as indicated above, or the Maximum Period of Payment, whichever occurs first.

We will not apply the Mental Illness Limitation to a disability due to dementia if it is a result of:
1. Stroke;
2. Trauma;
3. Viral infection; or
4. Alzheimer's disease.

OTHER BENEFITS

Recurrent Disability - If You have a Recurrent Disability, and after Your prior disability ended, You returned to work for Your Employer for 6 consecutive months or less, We will treat Your disability as part of Your prior claim and You do not have to complete another elimination period.

Your Monthly Payment will be based on Your Monthly 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 6 consecutive months.

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

Benefits If You Die - Survivor Benefit

When We receive proof that You have died, We will pay Your Eligible Survivor a lump sum benefit equal to three (3) times Your Gross Monthly Payment if, on the date of Your death:
1. Your disability had continued for 30 or more consecutive days; and
2. You were receiving or were eligible to receive payments under the Policy.

If You have no Eligible Survivors, payment will be made to Your estate.

However, We will first apply the Survivor Benefit to recover any overpayment that may exist on Your claim. The DEDUCTIBLE SOURCES OF INCOME provision will not be considered in calculating this benefit.

Vocational Rehabilitation Services - We have vocational rehabilitation services available to assist You in returning to work to the extent of Your ability. We will review Your disability claim to determine whether You are eligible for these services. In order to be eligible for vocational rehabilitation services, You must be medically able to participate in a return to work plan.

Your participation in a Vocational Rehabilitation Plan is voluntary, if You elect not to participate it will not affect Our determination of whether You are disabled under the Policy. Your claim file will be reviewed by a vocational rehabilitation professional to determine if rehabilitation services might help You return to gainful employment. As Your file is reviewed, medical and vocational information will be analyzed to determine an appropriate return to work plan.

We will make the final determination of Your eligibility for these services.

If We determine that vocational rehabilitation services are appropriate, We will provide You with a Written Vocational Rehabilitation Plan developed specifically for You.

The Vocational Rehabilitation Plan may include at Our sole discretion, but is not limited to, the following services:
1. Coordination with Your Employer to assist You to return to work;
2. Evaluation of adaptive equipment or job accommodations to allow You to work;
3. Evaluation of possible workplace modifications which might allow You to return to work in Your Regular 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.

Vocational Rehabilitation Benefit - If You are receiving Monthly Payments under the Policy, and You are participating in a Vocational Rehabilitation Plan, You may be eligible for an additional Vocational Rehabilitation Benefit.

We will pay an additional benefit of 5% of Your Gross Monthly Payment to a maximum of $500 per month.

This benefit is not subject to Policy provisions which would otherwise increase or reduce the benefit amount such as Deductible Sources of Income. However, the Total Benefit Cap will apply.

When Vocational Rehabilitation Benefits End - Vocational Rehabilitation Benefits will end on the earliest of the following dates:
1. The date We determine that You are no longer eligible to participate in a Vocational Rehabilitation Plan;
2. The date You are no longer participating in a Vocational Rehabilitation Plan; or
3. Any other date on which Monthly Payments would stop in accordance with the Policy.

Workplace Modification Benefit - If You are disabled and are receiving a payment from Us, an additional Workplace Modification Benefit may be payable to Your Employer for Your benefit. We will assist the Employer, You and Your Doctor in identifying an appropriate workplace modification. We may reimburse Your Employer for up to 100% of there as on able costs Your Employer incurs through modifications to the workplace to accommodate Your return to work, and to assist You in remaining at work.

The amount We may pay will not exceed the lesser of:
1. Two times Your last Monthly Payment; or
2. $5000.

To qualify for this reimbursement, You must:
1. Be disabled according to the terms of the Policy; and
2. Have the reasonable expectation of returning to Active Employment and remaining in Active Employment with the assistance of the proposed workplace modification.

Your Employer must give Us a Written proposal of the proposed workplace modification. This proposal must include:
1. Input and approval from the Employer, You and Your Doctor;
2. The purpose of the proposed workplace modification;
3. The expected completion date of the workplace modification; and
4. The cost of the workplace modification.

The Written proposal must be Signed by Us, the Employer and You. We will reimburse the costs of the workplace modification when We:
1. Approve the proposal in Writing;
2. Receive proof from Your Employer that the workplace modification is complete; and
3. Receive proof of the costs incurred by Your Employer for the workplace modification.

This benefit is available on a one time basis.

CLAIM INFORMATION

Notice of Claim - We encourage You to notify Us of Your claim as soon as possible. This will help Us make a claim decision in a timely manner. Written notice of a claim should be given to Us within 30 days after the date Your disability begins. The notice may be given to Us at Our home office 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.

Claim Forms - The claim form is available from the Policyholder, or You can request a claim form from Us.

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 claim when You submit Written proof that covers the occurrence, character and extent 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 Doctor. Your Doctor should fill out his or her section of the form and send it directly to Us.

Proof of Your Claim - 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 claim no later than 1 year after the time proof is otherwise required, except in the absence of legal capacity. Your proof of claim, provided at Your expense, must show:

1. That You are under the Appropriate Care of a Doctor;
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 Regular Occupation;
6. The name and address of any Hospital, Health Facility or Institution where You received treatment, including all attending Doctors; 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 claim. We will deny Your claim, if the appropriate information is not submitted within 45 days of the request.

Continuing Proof of Claim - We may require You to provide continuing proof of Your claim as often as it is reasonable to do so during the pendency of Your claim. You will have 60 days from the date of Our request to provide Us with continuing proof of Your claim. Failure to provide continuing proof of Your claim shall not result in a reduction of Your benefits, however Your benefit payments may be delayed until the requested continuing proof is provided.

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

Time Payment of Claims - Once Your claim has been approved, We will send You a payment at the end of each month for any period for which We are liable. Any balance remaining unpaid by Us upon termination of such period will be paid within 30 days upon receipt of proof of Your claim. A delayed payment of Your claim will be subject to a simple interest at a rate of 10% per year beginning on the 31st day after receipt of satisfactory proof of Your claim and ending on the day the claim is paid. Any premium due from You and unpaid may be deducted from Your benefit payment.

Authority - The Policyholder has delegated to the insurance company or its designee certain rights. These include the right to make determinations regarding the eligibility for participation or benefits and to interpret the terms of the Policy and certificate. This delegation is made for the purpose of administering the terms of the Policy and certificate.

Physical Examination - We may require You to be examined by one or more Doctors, other medical practitioners, or vocational experts of Our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so during the pendency of a claim. We may also require You to be interviewed by Our authorized representative. Your failure to comply with this request may result in denial or termination of benefits.

Review of Denial of Claims - If Your claim is denied, You have the right to notify Us in Writing within 180 days of receiving notice of the denial that You would like Us to review the denial.

Upon request, You have the right to review copies of all documents, records, and other information relevant to Your claim free of charge. You may submit Written comments, documents, records and other information relating to Your claim that You would like Us to consider in reviewing Your denial.

We will review the denial of Your claim and send You notice of Our decision within 45 days of receiving Your request. If We require an extension of the deadline to obtain more information, We will give You notice of Our decision within 45 days after the end of the extension period. Our decision will state the reasons for Our decision, refer to the relevant portions of Your certificate and advise You of any further appeal rights.

Right to Reimbursement - 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. If We find that We should have paid a benefit amount different from the amount actually paid, We will adjust the benefit accordingly. If We underpaid Your benefit, then We will adjust the benefit to make up the underpayment. If We overpaid Your benefit, You shall reimburse Us. Any future benefits that are determined to be due, including any applicable minimum benefit, will be applied to the overpayment until We are reimbursed in full. If future benefits are not due, 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. 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. You must reimburse Us regardless of whether You have been made whole by the recovery, subject to limitations under applicable Law where the Policy is delivered or issued for delivery. If the award, judgment or settlement does not specify the lost income amount, We will estimate the amount using 30% of the total settlement amount received. 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 but does not reduce its 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 the payments made by Us if You do not initiate legal action for the recovery of such payments from the Third Party in a reasonable period 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. If We elect to reduce Your disability benefits for lost income because of an award, judgment or settlement (minus attorney's fees) due to an act of omission of a Third Party, We will not pursue subrogation for Your claim.