TRANSAMERICA®

Revised April 30, 2021

NOTICE OF PRIVACY PRACTICES

This Notice is provided to you by the Transamerica companies listed at the end of this Notice. It is important to us that you understand how we use and share your personal information. This Notice describes the data we collect and how we use, share and protect it. The types of data we collect and share depend on the type of product or service you have with us. We also provide notices and terms on our websites and applications. Those notices and terms provide further detail regarding data use on our websites or applications. If your relationship with us ends, we will continue to use your data as set forth in this Notice.

Data That We Collect: We collect the following types of data from the following sources:

Data	Typical Data Sources
Name, email and physical address, age, social security and driver's license numbers, employment, financial and health data and history	• You directly, when you submit applications and forms and engage in communications with us • Our affiliates (companies under common ownership) • Employers, healthcare providers, other insurance companies and other authorized entities
Data about your transactions with us and/or Third Parties. ("Third Parties" are unaffiliated third parties. This includes agents, other financial organizations, and service providers.) Such transactional data can include, but is not limited to, account balances, accrued benefits, coverages, premiums, payment and claims history, financial transactions, and medical or health data	• Our affiliates • Third Parties • Transamerica's websites, digital platforms, and applications • Assistive technologies, mobile or wearable devices, or other similar technology
Credit history, employment information and other information about your creditworthiness, medical care and health	• Consumer reporting agencies and other service providers we use such as third party data suppliers • Your employers, healthcare providers, insurance support organization (including reports prepared from such organizations which may retain and disclose such information), credit bureaus, other insurance companies and other authorized entities
Data about products and services you obtain or in which you might be interested	• You • Third Parties with whom we have joint marketing arrangements • Other Third Parties as allowed
Third party data, including data you provide to Third Parties when you have authorized the Third Party to share such data with other parties, such as data collected through Third Party applications, websites, or other digital interfaces, data you have authorized us to receive, or data you have authorized Third Parties to share with us	• Third Party applications, websites, or other digital interfaces where you have agreed to share your data • Assistive technologies, mobile or wearable devices, or other similar technology

How We Use Your Data: We use data to provide our services and as allowed by law. This includes use authorized by you. For example, we may use your data to:

- Process claims and transactions,
- Research, develop, and market products and services,
- Prevent and prosecute fraud or criminal activities,
- Maintain your accounts,
- Comply with applicable laws and for security purposes,
- Maintain, operate, and market our business, or
- Support online customer experiences, digital platforms, and/or applications you elect to participate in

Sharing Data: We may share your data with Third Parties and affiliates as permitted or required by law, or when you authorize us to do so. We may share your data with:

- Those who provide services to support our business, including processing claims, account maintenance, and marketing and sales,
- Credit bureaus,
- Insurance regulators, law enforcement, governmental authorities and other Third Parties in response to legal process or as required by law,
- Health care professionals, including to verify coverage or to provide information relating to a medical condition,
- Governmental agencies so they can decide if you are eligible for public benefits,
- Other financial companies in connection with joint marketing efforts,
- Other insurance companies (including successor insurers), agents and insurance support organizations

to coordinate your benefits or in connection with insurance transactions involving you,
- Group policyholders, for example, regarding claims experience or to support service audits,
- Certificate or policyholders regarding the status of an insurance transaction,
- Those who have a legal or beneficial interest in your assets (such as creditors with a lien on your account),
- Your employer or plan sponsor as needed to support the administration of employee accounts (but only as permitted by law and only if you have established an account in connection with your employer),
- Your representatives and lawyers,
- Those to prevent and prosecute fraud or criminal activities,
- To conduct actuarial or research studies, and
- In connection with the sale or merger of all or part of our business

You do not have the right to opt out of our sharing data with Third Parties for these legally permitted purposes.

Our affiliates include a broad range of companies who provide financial services. These include insurance companies and agencies, investment advisors, and broker/dealers, some of whom may not be included in the scope of this Notice. You may have additional privacy notices from these professionals. We do not share information about your creditworthiness among our affiliates. However, we may share information about our transactions and experiences with you among affiliates for their everyday business purposes. For example, we may share your data with our affiliates:

- So they can tell you about products and services they offer,
- So they can determine which of their products and services may be of interest to you,
- So they can provide various services to us to support our business, such as claims processing, applying for insurance, opening and maintaining your account, or marketing products and services to you,
- So they can audit themselves or their agents, or
- So they can communicate with us or Transamerica affiliated companies about your accounts.

Your Choice to Limit Marketing by Transamerica Affiliates: You may limit our affiliates' use of certain types of data to market their own products and services to you ("Opt Out"). To do this, choose one of the Opt Out methods set forth below. This data includes information about your transactions and experiences with us. For example, this may include information about your account history. Your choice to limit marketing offers from our affiliates will apply for at least 5 years from when you Opt Out. Once that period expires, we will send you a renewal Notice. That renewal Notice will allow you to continue to limit marketing offers from our affiliates for at least another 5 years. If you have already provided an Opt Out, you do not need to Opt Out again until you receive a renewal Notice. If you hold a policy or account jointly with someone else, your Opt Out elections will apply to everyone on the account. When you are no longer our customer, we will continue to share your data as described in this Notice (subject to your Opt Out, if applicable). However, you may contact us at any time to elect to Opt Out.

To Opt Out: To limit our sharing of data with affiliates for marketing by affiliates as described above, you may:
- Call us at **877-257-4690** and our menu will prompt you through your choice(s), or
- Visit us online at **www.transamerica.com/optout**

Your Right of Access and Correction: You may have a right of access and correction with respect to data we collect. To exercise these rights, please list the account or policy numbers with the data you are requesting to access. If you tell us of an error in the data, we will review it. If we agree, we will correct our records. If we don't agree, you may dispute our findings in writing and send your statement to us. We will include your statement whenever we provide your disputed information to anyone outside Transamerica. This is a summary of your rights. For a copy of our more detailed Notice of Insurance Information Practices as applicable to your product or service, please send a written request to 6400 C St. SW, Cedar Rapids, IA 52499-0001.

Protecting Your Data: We maintain appropriate controls to limit access to data to persons who need access to it. These persons access your data so that they can do their jobs or provide products and services to you. We train our workforce to properly handle data. In addition, we maintain other physical, technical, and administrative or procedural safeguards to protect your data.

For Vermont Residents only: We will not share data we collect about you with Third Parties, except as permitted by Vermont law or authorized by you. We may still share data about our transactions or experiences with you with our affiliates. **For California Residents only:** If you are a California resident, you will receive a separate notice with additional choices.

We may revise this Notice. If we make material changes, we will notify you as required by law. This Notice is provided by the Transamerica companies below. Transamerica companies that are not covered by this notice may make available other applicable notices.

Transamerica Capital, Inc
Transamerica Financial Life Insurance Company
Transamerica Casualty Insurance Company
Transamerica Life Insurance Company

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

This notice provides a brief summary of the Iowa Life and Health Insurance Guaranty Association (the "Association") and the protection it provides for policyholders. This safety net was created under Iowa law, which determines who and what is covered and the amount of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Iowa law, with funding from assessments paid by other insurance companies. (For the purposes of this Notice, the terms “insurance company” and “insurer” mean and include health maintenance organizations (“HMOs”)).

The basic protections provided by the Association are:

Life Insurance

- $300,000 in net life insurance death benefits;
- $100,000 in net cash surrender and net cash withdrawal values for life insurance.

Health Insurance

- $500,000 for health benefit plans;
- $300,000 for disability income protection and long term care insurance benefits;
- $100,000 for other health insurance benefits including any net cash surrender and net cash withdrawal values.

Annuities

- $250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values;
- With respect to a structured settlement annuity, $250,000 in present value annuity benefits, in the aggregate, including net cash surrender and net cash withdrawal values;
- $250,000 in the aggregate, of present-value annuity benefits, including net cash surrender and net cash withdrawal values with respect to an individual participating in a governmental retirement plan established under 26 U.S.C. 401, 26 U.S.C. 403(b), or 26 U.S.C. 457 and covered by an unallocated annuity contract, or to a beneficiary of the individual if the individual is deceased;
- $5,000,000 in unallocated annuity contract benefits, irrespective of the number of contracts held by that contract holder, with respect to any one contract holder or plan sponsor whose plan owns, directly or in trust, one or more unallocated annuity contracts.

Note to benefit plan trustees or other holders of unallocated annuities (GICs, DA Cs, etc.) covered by the act: for unallocated annuities that fund governmental retirement plans under sections 401 (k), 403(b), or 457 of the Internal Revenue Code, the limit is $250,000 in present value of annuity benefits including net cash surrender and net cash withdrawal per participating individual. In no event shall the association be liable to spend more than $300,000 in the aggregate per individual. For covered unallocated annuities that fund other plans, a special limit of $5,000,000 applies to each contract holder, regardless of the number of contracts held with the same company or number of persons covered. In all cases the contract limits also apply.

Note: Certain policies and contracts may not be covered or fully covered. If coverage is available, it will be subject to substantial limitations and exclusions. For example, coverage does not extend to any portion(s) 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 various residency requirements under Iowa law.

To learn more about the Association and the protections it provides, as well as those relating to group contracts or retirements plans, please visit the Association's website at www.ialifega.org, or contact:

Iowa Life and Health Insurance
Guaranty Association
700 Walnut Street, Suite 1600
Des Moines, IA 50309
(515)248-5712

Iowa Insurance Division
Two Ruan Center
601 Locust Street, 4th Floor
Des Moines, IA 50309
(515) 281-5705

Information about the financial condition of insurers is available from a variety of sources, including financial rating agencies such as AM Best Company, Fitch Inc., Moody's Investors Service, Inc., and Standard & Poor's. That information may be accessed from the "Helpful Links & Information" page located on the website of the Iowa Insurance Division at www.iid.state.ia.us.

The Association is subject to supervision and regulation by the Commissioner of the Iowa Insurance Division. Persons who desire to file a complaint to allege a violation of the laws governing the Association may contact the Iowa Insurance Division. State law provides that any suit against the Association shall be brought in the Iowa District Court in Polk County, Iowa.

Insurance companies and agents are not allowed by Iowa 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 Iowa law, then Iowa law will control.

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

POLICYHOLDER:	ESTES COMPANY LLC
POLICY NUMBER:	LD00086204
POLICY EFFECTIVE DATE:	October 1, 2024
POLICY ANNIVERSARY DATE:	October 1, 2025 and each October 1 after that
GOVERNING JURISDICTION:	Iowa

Transamerica Life Insurance Company ("the Company," "We," "Us," and "Our") will provide benefits under this Policy. The Company makes this promise subject to all of this Policy's provisions. A Certificateholder's benefits and rights under the Policy will not be less than those stated in the Certificate of Coverage.

This Policy is a legal contract between the Policyholder and Us. The Policy will be delivered in electronic format, via email. Upon request, a paper copy will be provided. The Policyholder should read this Policy carefully and contact the Company promptly with any questions. This 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.

ENTIRE CONTRACT - This entire contract 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. The Insured Person's Signed Enrollment Forms.

This Policy may be changed. Any amendment or endorsement added to the Policy after the date of issue that eliminates or reduces benefits or rights under the Policy shall require signed acceptance by the Policyholder. Only an officer of the Company can approve a change. The approval must be in Writing and endorsed on or attached to this Policy. No other person, including an agent, may change this Policy or waive any part of it. A copy of any amendment or endorsement issued will be provided to the Policyholder for attachment to the Policy and will also be provided to the Certificateholder if the change affects the Certificate of Coverage.

We will only make changes that are consistent with Interstate Insurance Product Regulation standards, and any endorsements or amendments used to effect such changes are subject to prior approval by the Interstate Insurance Product Regulation 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.

CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS
The Policy has been approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of the Policy 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.

This Policy is signed for the Company at our home office to take effect on the Policy Effective Date.



Blake Bostwick
President



Karyn S.W. Polak
Secretary

Group Long Term Disability Income Insurance Policy

Non-Participating

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

POLICY TABLE OF CONTENTS

Policy Sections	Page Number
COVER PAGE	1
TABLE OF CONTENTS	2
POLICYHOLDER PROVISIONS	3
DEFINITIONS	7
CERTIFICATE OF COVERAGE	

POLICYHOLDER PROVISIONS

Eligible Class(es):

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

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

Temporary workers are excluded from coverage.

Seasonal workers are excluded from coverage.

Newly Eligible Persons - All new persons in the class(es) eligible for coverage under the Policy shall be added to such class(es) for which they are eligible.

Incontestability - Any statement made by the Policyholder is considered a representation and not a warranty. We will not use such statements to reduce or deny a claim or cancel insurance, unless it is in a Written application which has been made a part of the Policy.

We will not use such statements to contest the disability income insurance under the Policy after the Policy has been in effect for two years from its effective date, except in the case of fraud, where permitted by applicable Law of the Governing Jurisdiction.

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

Reinstatement - We will not reinstate the Policy after it has terminated. To become insured after insurance has stopped, the Policyholder must submit a new application.

Premiums - This Policy is issued in return for the payment of required Premiums.

Cost of Insurance - The first premium amount due for the Policy is indicated on the Initial Rate Notification provided to the Policyholder.

The Premium due on any Premium Due Date is determined by the total amount of insurance provided under the Policy on such date, multiplied by the appropriate premium rate(s) that are in effect on that date, subject to any premium adjustments, if applicable. We may use any reasonable method to compute Premiums due under the Policy.

The Policyholder shall not require the Insured Person to contribute to the cost of Non-Contributory Insurance, except in situations where the Policyholder is complying with applicable tax Law.

For Contributory Insurance, the maximum amount that an Insured Person may be required to contribute to the cost of insurance shall not exceed the Premium charged for the insurance.

Initial Rate Guarantee and Rate Changes -

A change in premium rates will not take effect before the later of October 1, 2027 (“Rate Guarantee Period”), or the Policy Anniversary Date.

However, We may change premium rates at any time for reasons which materially affect the risk assumed, including but not limited to those reasons shown below:

1. A change occurs in this Policy design;
2. The number of Insured Persons changes by 15% or more; or
3. A new Law or a change in any existing Law is enacted which applies to this Policy.

We will notify the Policyholder in Writing at least 31 days before a premium rate is changed. A change may take effect on an earlier date when both the Policyholder and We agree. A change in premium rate will apply only to Premiums due on or after the rate change takes effect.

When Premium is Due -

Premium Due Dates: October 1, 2024 and the first day of each calendar month thereafter as applicable to an Employer's plan of coverage.

The Policyholder must send all Premiums to Our home office or an administrative office We designate on or before their respective due date. The Premium must be paid in United States dollars.

Grace Period - A Grace Period of 31 days will be granted for payment of each Premium due after the first Premium, unless the Policyholder has given Us advance Written notice of intent to cancel insurance under the Policy in accordance with the terms of the Policy. The Policy will remain in force during the Grace Period. If the Premium due is not paid by the Premium Due Date, We will give Written notice to the Policyholder that if the Premium is not paid by the end of the Grace Period, the Policy will end on the last day of the Grace Period. If We fail to give such Written notice, the insurance provided under the Policy will continue in effect until the date such notice is given.

Any payments of Premium that the Policyholder sends to Us by U.S. mail shall be postmarked within the Grace Period.

If any portion of the Premium is not paid during the Grace Period, the Policy will terminate automatically at the end of the Grace Period. The Policyholder is liable to Us for the payment of a pro rata Premium for the time the Policy was in force during the Grace Period. The Policyholder must pay Us all Premium due for the full period the Policy is in force.

If the Policyholder replaces the Policy with another group Policy but does not give Us Written notice of intent to cancel the Policy, this GRACE PERIOD provision applies.

Premium Increases or Decreases - Premium increases or decreases which take effect during a Policy Month are adjusted and due on the next Premium Due Date following the change. Changes will not be pro-rated daily.

Premium charges for new Insured Persons or for increases in insurance amounts will begin on the Premium Due Date which coincides with or next follows the date of the addition or the change. Premium charges for terminated persons will end, and decreases for insurance amounts will begin, on the Premium Due Date which coincides with or next follows the termination or the change in amount. This method of charging Premium will neither commence any insurance after the date it would otherwise begin nor extend any insurance coverage beyond the date it would otherwise terminate pursuant to the applicable effective date or termination provisions of the Policy.

If Premiums are paid on other than a monthly basis, Premiums for increases and decreases will result in a monthly pro-rated adjustment on the next Premium Due Date.

We will only adjust Premium for the current Policy year and the prior Policy year. Where permitted by applicable Law of the Governing Jurisdiction, in the case of fraud, premium adjustments will be made for all Policy years.

Waiver of Premium - We do not require premium payment while an Insured Person is receiving Long Term Disability payments under this Policy.

Administrative Services Reimbursement - We may reimburse the Policyholder for a portion of the fee charged by the enrollment firm or administration platform provider to Enroll their Employees.

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

Information Required from the Policyholder - The Policyholder must provide Us with the following on a regular basis:

1. Information about persons who are eligible to become insured;
2. Information about an Insured Person's amount of coverage;
3. Information about changes in an Insured Person's amount of coverage;
4. Information about an Insured Person whose coverage ends;
5. Occupational and salary information and any other information that may be required to manage a claim; and
6. Any other information that may be reasonably required to calculate Premiums and administer the terms of the Policy.

If We or the Policyholder make a clerical error in keeping the information, the Premiums and/or benefits will be adjusted according to the correct information. An error will not end insurance validly in effect, nor will it continue insurance validly ended.

Policyholder 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.

Certificate of Coverage - We will furnish the Policyholder with a Certificate of Coverage for delivery to each Insured Person, in electronic format via email. Upon request, the Policyholder will deliver a paper copy of the Certificate to the Insured Person. If more than one Certificate is delivered to an Insured Person under this Policy, only the last one issued will be in effect. The Certificate of Coverage describes the benefits and rights under the Certificate of Coverage. A Certificateholder's benefits and rights under the Policy will not be less than those stated in the Certificateholder's Certificate of Coverage.

Amending or Canceling the Policy - This Policy can be canceled by:

1. Us; or
2. The Policyholder.

We may amend or cancel this Policy if:

1. There is less than 25% participation of those eligible persons who pay all or part of their Premium for the Policy;

2. There is less than 100% participation of those eligible persons working for a Policyholder with 2 to 5 eligible persons;

3. The participation requirement is not met for a Policyholder with 6 to 9 eligible persons who pay a part of their Premium for the Policy:

Eligible Persons	Participation Requirement
6	5 enrolled
7	6 enrolled
8	7 enrolled
9	8 enrolled

4. There is less than 100% participation of those eligible persons for a Policyholder paid Policy;
5. The Policyholder does not promptly provide Us with information that is reasonably required;
6. The Policyholder fails to perform any of its obligations that relate to this Policy;
7. Fewer than 10 persons are insured under the Policy;
8. The Premium is not paid in accordance with the provisions of this Policy;
9. The Policyholder does not promptly report to Us the names of any persons who are added or deleted from the Eligible Class(es);
10. We determine that there is a 15% change in the number of lives, or a significant change in the occupation or age of the Eligible Class(es) as a result of a corporate transaction such as a merger, divestiture, acquisition, sale, or reorganization of the Policyholder and/or its persons; or
11. The Policyholder fails to pay any portion of the Premium within the 31 day Grace Period.

We reserve the right to review and terminate all class(es) covered under the Policy if any class(es) cease(s) to be covered.

If We amend or cancel this Policy for reasons other than the Policyholder's failure to pay Premiums, Written notice will be mailed to the Policyholder at least 31 days prior to the amendment date or cancellation date. The Policyholder may cancel this Policy if the amendments are unacceptable.

The Policyholder may cancel this Policy by Written notice delivered to Us at least 31 days prior to the cancellation date. The coverage will end on the later of the date stated in the Policyholders' Written notice, or the date We receive the Written notice. When both the Policyholder and We agree, this Policy can be canceled on an earlier date. If the Policyholder or We cancel this Policy, coverage will end at 12:00 midnight Standard Time at the Policyholder's address on the last day of coverage.

If We accept Premium after the date the Policy is cancelled, such acceptance does not act to reinstate the Policy, and any unearned Premium will be refunded within 30 days following Our receipt of the unearned Premium. A delayed unearned Premium refund from Us will be subject to a simple interest rate of 10% annually beginning on the 31st day following the date We received the unearned Premium and ending on the day the unearned Premium refund is issued to the Policyholder.

Notice of Cancellation of the Policy - If the Policy is canceled, the Policyholder must provide Written notice of the cancellation as soon as reasonably possible to all Insured Persons whose coverage has been cancelled.

DEFINITIONS

Terms important to understanding the Policy are defined in the Definitions section of the Certificate, which is a part of this Policy. Refer to the Certificate for the definition of any term capitalized in this Policy.

CERTIFICATE PROVISIONS MADE A PART OF THIS POLICY

The remainder of this Policy consists of the provisions that appear in the Certificate, including any Amendments, Endorsements, or Riders that describe the insurance made available to the employees or members under this Policy.