YOUR GROUP VOLUNTARY SHORT-TERM DISABILITY BENEFITS

FOR EMPLOYEES OF:

City Construction

CLASS(ES):

All Eligible Non-Union Employees

EFFECTIVE DATE:

October 1, 2015

PUBLICATION DATE:

October 1, 2015

NOTICE(S)

THIS CERTIFICATE DESCRIBES THE BENEFITS THAT ARE AVAILABLE TO YOU. PLEASE READ YOUR CERTIFICATE CAREFULLY. BENEFITS ARE PROVIDED THROUGH A GROUP POLICY ISSUED IN THE STATE OF IOWA.

FRAUD WARNING

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Group Number: G000AXRL

If You have any questions about or concerns with this insurance, please first contact the Policyholder or Your benefits administrator. If, after doing so, You still have a question or concern, You may contact Us at:

United of Omaha Life Insurance Company
Mutual of Omaha Plaza
Omaha, Nebraska 68175
Call Toll-Free: 1-800-877-5176
www.mutualofomaha.com

When contacting Us, please have Your Policy number available.

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CERTIFICATE OF INSURANCE

UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office:
Mutual of Omaha Plaza
Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy Number GUC-AXRL (the Policy) has been issued to City Construction (the Policyholder).

Insurance is provided for Employees of the Policyholder subject to the terms and conditions of the Policy.

Please read this Certificate carefully. The benefits described in this Certificate are effective only if You are eligible for the insurance, become insured and remain insured as described in this Certificate and according to the terms and conditions of the Policy.

If the provisions of this Certificate and those of the Policy do not agree, the provisions of the Policy will apply. The Policy is part of a contract between United of Omaha Life Insurance Company and the Policyholder, and may be amended, changed or terminated without Your consent or notice to You.

This Certificate replaces any certificate previously issued under the Policy.

James T. Blackledge
Chief Executive Officer

Michael Hess
Corporate Secretary

SCHEDULE

This Schedule describes some of the terms and conditions of the Policy including, but not limited to, the maximum amounts of benefits payable under the Policy, exclusions, and limitations. For a complete description of the terms and conditions of the Policy, refer to the appropriate section of this Certificate.

A person is not necessarily entitled to insurance under the Policy because he or she received this Schedule. A person is only entitled to insurance if he or she is eligible in accordance with the terms of this Certificate. Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of the Policy.

POLICY INFORMATION

Policyholder:	City Construction
Policy Effective Date:	October 1, 2015
Policy Anniversary:	October 1
Policy Number:	GUC-AXRL
Group Number:	G000AXRL
Classification:	All Eligible Non-Union Employees
Minimum Work Hours Required:	30 hours per week
Eligibility Present Waiting Period:	60 days
Eligibility Future Waiting Period:	60 days
When Insurance Begins:	the first day of the month that follows the day the Employee becomes eligible. Additional eligibility conditions apply as described in the Certificate.
Elimination Period:	
Injury:	14 calendar days
Sickness:	14 calendar days

BENEFITS

Weekly Benefit Percentage:	60%
Maximum Weekly Benefit:	$500
Minimum Weekly Benefit:	$25
Maximum Benefit Period:	11 weeks
Portability:	Included
Vocational Rehabilitation Benefit:	5%

EXCLUSION

Pre-existing Condition Exclusion:	3/6

DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

Basic Weekly Earnings means Your average gross weekly earnings received from the Policyholder during the Calendar Year immediately prior to the year in which Your Disability began. If You were employed with the Policyholder for part of the previous Calendar Year, basic weekly earnings means Your average gross weekly earnings for the weeks worked while employed during that Calendar Year. If You were not employed with the Policyholder during the previous Calendar Year, basic weekly earnings means Your average gross weekly earnings for the weeks worked while employed. Basic weekly earnings will be verified by premium We have received.

Basic weekly earnings includes commissions and Employee contributions to Deferred Compensation plans received from the Policyholder.

Basic weekly earnings does not include bonuses, overtime pay, Policyholder contributions to Deferred Compensation plans, Differentials, and other extra compensation received from the Policyholder.

Proof of Earnings is required.

Differentials mean additional compensation You receive from the Policyholder for time or duties beyond those normally required or to accommodate specific working conditions, including, but not limited to:

a) shift differentials;
b) hazardous duties differentials;
c) pay for longevity;
d) on-call pay;
e) lead nurse differentials;
f) English as a Second Language (ESL) differentials;
g) charge pay;
h) weekend differentials;
i) coaching and other extra curricular activities compensation; and
j) on-call differentials.

Other Income Source(s) has the meaning set forth in the Other Income Sources provision of this Schedule.

Recurrent Disability means a Disability which is caused by, attributable to, or resulting from the same Injury or Sickness that caused the prior Disability for which You received a Weekly Benefit under the Policy.

Reimbursement Agreement means the written agreement that We provide to You under which You agree to repay Us any overpayment resulting from Your or Your Spouse's or child(ren)'s receipt of Other Income Sources.

Social Security Normal Retirement Age (SSNRA) means Your normal retirement age under the U. S. Social Security Act in effect as of the date of Your Disability.

ELIMINATION PERIOD

If Your Disability is a result of an Injury, the Elimination Period is 14 calendar days. If Your Disability begins more than 7 calendar days after Your Injury date, the Elimination Period for Sickness will apply.

If Your Disability is a result of a Sickness, the Elimination Period is 14 calendar days.

The Elimination Period begins on the first day of Disability. The Elimination Period can be satisfied if You are working.

RECURRENT DISABILITY

A Recurrent Disability will be treated as part of Your prior claim and You will not be required to satisfy a new Elimination Period if:

a) You were continuously insured under the Policy from the date benefits ended for Your prior claim to the date Your Recurrent Disability begins; and
b) Your Recurrent Disability occurs within 90 days after the date benefits ended for Your prior claim.

In order to prevent over-insurance because of duplication of benefits, benefits payable under this Recurrent Disability provision will cease if benefits are payable to You under any other Policyholder sponsored group long-term disability income policy or plan.

WEEKLY BENEFIT

Total Disability

If You are Disabled and earning less than 20% of Your Basic Weekly Earnings, the Weekly Benefit while Disabled is the lesser of:

a) 60% of Your Basic Weekly Earnings, less Other Income Sources; or
b) the Maximum Weekly Benefit, less any Other Income Sources.

Partial Disability

If You are Disabled and You are able to generate Current Earnings of at least 20% and not more than 99% of Your Basic Weekly Earnings, the Weekly Benefit payable will be the Weekly Benefit for Total Disability, unless the sum of:

a) the Gross Weekly Benefit while You are Disabled; plus
b) Other Income Sources You receive or are eligible to receive; plus
c) Current Earnings while You are Disabled

exceeds 100% of Your Basic Weekly Earnings. If this sum exceeds 100% of Your Basic Weekly Earnings, the Weekly Benefit will be reduced by the amount in excess of 100% of Your Basic Weekly Earnings.

MINIMUM BENEFIT

If subtracting Other Income Sources from Your Gross Weekly Benefit results in a zero benefit, a Weekly Benefit of $25 will be paid, unless We reduce the Weekly Benefit to recover an overpayment. If We reduce the Weekly Benefit to recover an overpayment, Your Weekly Benefit may be reduced to zero until We fully recover the overpayment.

When less than one week of Disability benefits is due, a pro rata benefit will be paid for each day of Disability. This pro rata benefit will be equal to 1/7th of Your Weekly Benefit.

VOCATIONAL REHABILITATION BENEFIT

While You are participating in a plan of vocational rehabilitation approved by Us, Your Weekly Benefit will be increased by 5%.

MAXIMUM BENEFIT PERIOD

The maximum number of weeks that benefits are payable for a continuous period of Disability is 11 weeks.

OTHER INCOME SOURCES

We take into account the total of all Your income from other sources of income in determining the amount of Your Weekly Benefit. Your Other Income Sources are any of the following amounts that You receive or are eligible to receive as a result of Your Disability or the Sickness and/or Injury that caused, in whole or in part, Your Disability:

a) Any amount under another group or individual short-term or long-term disability insurance policy or plan for which the Policyholder has paid any part of the cost, except any group short-term or long-term disability insurance policy or plan underwritten by United of Omaha Life Insurance Company.
b) Any amount as disability income payments under any:
    1. state compulsory benefit act or law;
    2. government retirement system as a result of Your job with the Policyholder; or
    3. work loss provision in a no-fault motor vehicle insurance plan, unless state law or regulation does not allow group disability income benefits to be reduced by benefits from no-fault motor vehicle coverage.
c) Any amount of benefits under the Policyholder's Retirement Plan. Benefits payable before the plan's normal retirement age are considered Other Income Sources only if You voluntarily elect to receive these benefits.
d) Any benefits for You or Your Spouse and Dependent Child under:
    1. the Canada Pension Plan;
    2. the Quebec Pension Plan;
    3. the Railroad Retirement Act;
    4. any public employee retirement plan;
    5. any teachers employment retirement plan; or
    6. any similar plan or act that provides:
        a. Disability benefits; or
        b. retirement benefits (except this will not apply if Your Disability begins after Your Social Security Normal Retirement Age and You were already receiving Social Security retirement benefits. This exception only applies to U.S. Social Security Benefits).
e) Any amount payable as:
    1. salary continuance, except
        a. paid time off (PTO) that is not specified as sick leave;
        b. vacation;
        c. any earned time off program;
    2. sick leave; or
    3. severance allowance.
f) Any amount from a third party (after subtracting attorneys' fees) by judgment, settlement or otherwise.
g) Any amount from any unemployment insurance law or program.

EXPLANATION OF OTHER INCOME SOURCES

You must apply for and pursue Other Income Sources for which You are or may become eligible, including but not limited to Social Security disability and/or dependent benefits, and do what is needed to obtain them. If Your application or claim for Other Income Sources is denied, We may require that You appeal the decision to a level that is satisfactory to Us and provide written proof of all levels of appeal.

As part of Your proof of Disability, We require that You furnish evidence to Us that You have applied for and pursued Other Income Sources for which You are or may become eligible.

After the initial reduction for each type of Other Income Source, We will not further reduce Your Weekly Benefit due to any cost of living increases payable under such type of Other Income Source.

Other Income Sources that are paid in a lump sum will be prorated on a weekly basis over a period for which the sum is given. If no time period is stated, the sum will be prorated on a weekly basis over the lesser of the following:
a) the Policy's Maximum Benefit Period; or
b) 12 equal payments.

If Other Income Sources are paid on a retroactive basis, We may reduce or suspend the Weekly Benefit to recover any overpayment.

Regardless of how funds from a Retirement Plan are distributed, We will consider Your contributions and the Policyholder's contributions to be distributed simultaneously during Your lifetime.

We will pay the full amount of the Weekly Benefit if You:
a) apply for Other Income Sources; and

b) sign Our Reimbursement Agreement.

Until You have signed Our Reimbursement Agreement and have given written proof to Us that application has been made or all available appeals have been exhausted for Other Income Sources, We may:

a) estimate Your Other Income Sources; and
b) reduce Your Weekly Benefit by that amount.

If We reduce Your benefit on this basis, and if all of Your appeals are denied, We will restore Your Weekly Benefit amount and refund any underpayment to You in a lump sum.

ELIGIBILITY

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

Actively Working, Active Work means an Employee is performing the normal duties of his or her Regular Job for the Policyholder on a regular and continuous basis 30 or more hours each week. An Employee will be considered to be actively working on any day that is a regular paid holiday or day of vacation, or regular or scheduled non-working day, provided the Employee was actively working on the last preceding regular work day.

Eligibility Waiting Period means a continuous period of Active Work that an Employee must satisfy before becoming eligible for insurance as described in the When an Employee Becomes Eligible for Insurance (Eligibility Waiting Period) provision.

First Enrollment Period means the 31-day period following the day the Employee becomes eligible for insurance under the Policy or any Prior Plan.

Portability Period means the period of time that is 31 days from the date Your insurance under the Policy ends.

Portability Policy means any type of group or individual disability insurance policy customarily issued by Us for purposes of providing coverage after Your insurance under the Policy ends.

Subsequent Enrollment Period means any period of up to 31 consecutive calendar days designated for enrollment under the Policy by the Policyholder and agreed to in writing by Our authorized representative in Our home office.

Written Request means a request that is signed, dated and submitted to the Policyholder. The request must be on a form We supply or be in a form and content acceptable to Us.

WHEN AN EMPLOYEE BECOMES ELIGIBLE FOR INSURANCE (ELIGIBILITY WAITING PERIOD)

An Employee who has completed an Eligibility Waiting Period of 60 days on or before the Policy Effective Date becomes eligible for insurance under the Policy on the Policy Effective Date.

An Employee who is not eligible for insurance under the Policy on the Policy Effective Date, or an Employee who is hired after the Policy Effective Date, becomes eligible for insurance under the Policy on the day following completion of an Eligibility Waiting Period of 60 days.

The day on which an Employee becomes eligible for insurance under the Policy may not be the same as the day on which insurance begins. The When Insurance Begins provision describes the day on which insurance begins.

EFFECT OF A PRE-EXISTING CONDITION WITH PRIOR COVERAGE

Prior Individual Worksite or Group Disability Plan Coverage

If You become insured under the Policy on the Policy Effective Date and were covered under an individual worksite or group disability plan obtained through the Policyholder on the day before the Policy Effective Date, We will pay the benefit payable under the Policy. The Pre-existing Condition Exclusion provision of the Policy will not apply.

WHEN INSURANCE BEGINS

An eligible Employee must enroll for insurance by submitting a Written Request for insurance. The Written Request must be submitted to the Policyholder within 31 days following the day the Employee become(s) eligible. If the Written Request for

insurance is not submitted within 31 days following the day the Employee become(s) eligible for insurance, We will require Evidence of Insurability.

An eligible Employee will become insured on the first day of the month that follows the latest of the day:

a) the Employee begins Active Work;
b) the Employee submits a Written Request to enroll for insurance, if applicable; or
c) We approve Evidence of Insurability, if required.

If the Employee is not Actively Working on the day insurance would otherwise begin, insurance will begin on the day the Employee returns to Active Work.

EXCEPTIONS TO WHEN INSURANCE BEGINS

Insurance for an Employee who has an Injury or Sickness and is confined:

a) in a Hospital as an inpatient;
b) in any institution or facility other than a Hospital; or
c) at home and under the care or supervision of a Physician;

on the day insurance is to begin will not take effect until the first day of the month that follows the day the Employee returns to Active Work.

THE FIRST ENROLLMENT PERIOD

An Employee may elect insurance for him/herself during the Employee's First Enrollment Period.

If an Employee does not elect insurance during the Employee's First Enrollment Period, future elections may only be made in accordance with the Subsequent Enrollment Periods provision, or as otherwise provided under the When Election Changes Are Permitted provision.

SUBSEQUENT ENROLLMENT PERIODS

An Employee may elect, drop, increase, decrease or change insurance during a Subsequent Enrollment Period.

WHEN ELECTION CHANGES ARE PERMITTED

An Employee may elect, drop, increase, decrease or change insurance as allowed by the Policyholder. Any election of or increase in insurance is subject to the Pre-Existing Conditions provision of the Policy as of the effective date of the increase.

CHANGES TO INSURANCE BENEFITS

Any allowable change in Your classification or amount of insurance, whether requested by You or the Policyholder, or as a result of the terms of the Policy, will take effect on the later of the first day of the month that follows the date of the request or the change, or the first day of the month that follows the day We approve any required Evidence of Insurability.

If You are not Actively Working on the day any increase in insurance would otherwise take effect, the increase will become effective the first day of the month that follows the day You return to Active Work.

In no event will any change take effect during a period of Disability.

REINSTATEMENT OF INSURANCE

You may be eligible to reinstate insurance that has ended in accordance with this provision. You must submit a Written Request to reinstate insurance within 31 days of Your return to Active Work.

Reinstated insurance will take effect on the first day of the month that follows the date of the Written Request, or the first day of the month that follows the day We approve any required Evidence of Insurability. If You are not Actively Working on the day the reinstated insurance would otherwise take effect, insurance will become effective on the day You return to Active Work.

Non-Payment of Premium or Voluntary Termination of Insurance

If insurance ended due to Your non-payment of premium or voluntary termination of insurance, We will require Evidence of Insurability to reinstate insurance.

Involuntary Reduction in Hours

If insurance ended because the Employee was no longer Actively Working due to an involuntary reduction of hours worked, insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee returns to Active Work and there was no break in employment with the Policyholder after the date insurance ended.

Rehired Employee Due to Layoff or Termination

If insurance ended because the Employee was no longer Actively Working due to layoff or termination of employment with the Policyholder, insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee is rehired and returns to Active Work within 90 days from the date employment ended. All other Policy provisions, including the Pre-existing Condition Exclusion provision, will apply.

WHEN INSURANCE ENDS

Insurance will end on the earliest of the day:

a) You are no longer eligible for insurance under the Policy;
b) You begin active duty in the Armed Forces, National Guard or Reserves of any state or country (except for temporary active duty of 31 days or less);
c) the Policy terminates; or
d) insurance ends in accordance with the Grace Period provision.

If You are Disabled on the day the Policy terminates, benefits will continue subject to the When Benefits End provision located in the Benefits section.

EXCEPTIONS TO WHEN INSURANCE ENDS

If insurance for You ends but the Policy is in effect, You may be able to continue or obtain insurance under one of the following provisions:

a) Continuation of Insurance During Disability
b) Continuation of Insurance Under the Family and Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA)
c) Portability

CONTINUATION OF INSURANCE DURING DISABILITY

If You become Disabled, Your insurance will continue for as long as You are entitled to receive Weekly Benefits. Any premium for Your insurance that is payable by You will be waived from the first day of the month following the date of Your approved Disability through the last day of the month in which Your last Disability benefit payment under the Policy is issued.

CONTINUATION OF INSURANCE UNDER THE FAMILY MEDICAL LEAVE ACT (FMLA) AND UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

The federal Family Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto, as well as other applicable federal or state laws, may allow continuation of insurance in certain instances for leaves of absence, layoff or termination. Contact the Policyholder for additional information regarding any other continuation options that may be available.

PORTABILITY

When Employment or Class Membership Ends

If group disability insurance ends because Your employment or membership in a class (as shown under Classification(s) on the Schedule) ends, You have the right to continue group disability insurance under this provision.

The Portability Policy does not provide the same insurance benefits You had while insured under the Policy and premiums will change. You may contact the Policyholder or Us at any time for a description of the benefits available under the Portability Policy. The Portability Policy is subject to change.

When Portability Coverage is Available

Portability coverage is available when:

a) You are under age 70;
b) You are not Disabled;
c) You are not retired;
d) You are not on a leave of absence;
e) You are not absent due to a labor strike;
f) You are not covered under any other similar individual or group disability coverage; and
g) You were insured under the Policy (and the plan it replaced, if applicable) for at least six consecutive months immediately prior to the date Your employment or membership in a class ended.

How to Request Continued Coverage Under this Provision

Coverage under the Portability Policy begins immediately after insurance under the Policy ends, provided You are eligible for portability and submit a Written Request within the Portability Period. Evidence of Insurability is not required unless an increased level of insurance is requested.

The Portability Policy

Group insurance continued under this provision is available under another group disability insurance policy (the "Portability Policy") issued by Us. The continued group insurance under the Portability Policy is available as a result of the portability rights that arise solely from the Policy, as arranged for You as an employee welfare benefit subject to the Employee Retirement Income Security Act of 1974, as amended.

When Portability Coverage Ends

Insurance coverage continued under this provision will end in accordance with the terms of the Portability Policy.

SHORT-TERM DISABILITY BENEFITS

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

Good Cause means documented physical or mental impairments that:

a) render You incapable of rehabilitation;
b) interfere with a medical program You are currently participating in; or
c) conflict with any other program You are participating in that will enable You to return to active employment.

Participation in a Riot means actively participating in a tumultuous disturbance of the peace by three or more persons assembling together of their own authority with intent to mutually assist one another in an illegal or legal act.

SHORT-TERM DISABILITY BENEFITS

If You become Disabled due to an Injury or Sickness, while insured under the Policy, We will pay the Weekly Benefit shown in the Schedule in accordance with the terms of the Policy. Benefits will begin after You satisfy the Elimination Period shown in the Schedule.

VOCATIONAL REHABILITATION PROVISION

If You are Disabled and are receiving Disability benefits as provided by the Policy, You may be eligible to receive vocational rehabilitation services. These services include, but are not limited to:

a) worksite modification and/or special equipment;
b) job placement;
c) retraining; and
d) other services reasonably necessary to help You return to work.

While You are participating in a plan of vocational rehabilitation approved by Us, Your Weekly Benefit will be increased by a percentage as shown in the Schedule.

Eligibility for vocational rehabilitation services is based on Your education, training, experience and physical/mental capabilities. Before vocational rehabilitation services will be considered:

a) Your Disability must not allow You to perform Your Regular Job;
b) You must have the physical and mental capability to complete a rehabilitation program; and
c) there must be reasonable expectation that rehabilitation services will help You return to active employment.

We will develop an Individual Written Rehabilitation Plan (IWRP), which may include input from You, Your Physician and the Policyholder. The IWRP will describe:

a) the vocational rehabilitation goals and services;
b) the responsibilities of Us, You and any third parties associated with the IWRP;
c) the times and dates of the vocational rehabilitation services; and
d) all costs associated with the services.

Either We, Your Physician, or You may initiate consideration for Your participation in vocational rehabilitation. Failure to participate without Good Cause will result in reduction or termination of Disability benefits. Reduction of benefits will be based on Your income potential if You were employed after a vocational rehabilitation program.

We will make the final determination of any vocational rehabilitation services provided, eligibility for participation and any continued benefit payments.

While You are a participant in an IWRP, Weekly Benefits will continue to be payable subject to reduction by Other Income Sources. Eligibility for continued Weekly Benefits will be assessed at the completion of the IWRP.

WHEN BENEFITS END

Benefits will be paid during a period of Disability until the earliest of the day:

a) You are no longer Disabled;
b) You die;
c) on which the Maximum Benefit Period ends as shown in the Schedule;
d) You fail to provide Us satisfactory proof of continuous Disability;
e) You fail to provide Us satisfactory Proof of Earnings;
f) You have been incarcerated or imprisoned for 31 days or longer;
g) You fail to comply with Our request to be examined by a Physician and/or vocational rehabilitation expert of Our choice;
h) You are not under Regular and Appropriate Care and Treatment for the Injury or Sickness that caused the Disability; or
i) You are able to return to work with the Policyholder on a part-time or Full-Time basis and do not do so.

If You are eligible to receive Disability payments on the day the Policy ends, benefits will continue subject to all other Policy provisions.

PRE-EXISTING CONDITION EXCLUSION

A *Pre-existing Condition* means any Injury or Sickness for which You received medical treatment, advice or consultation, care or services, including diagnostic measures, or had drugs or medicines prescribed or taken in the 3 months prior to the day You become insured under the Policy.

We will not provide benefits for any Disability caused by, attributable to, or resulting from a Pre-existing Condition which begins in the first 6 months after You are continuously insured under the Policy.

EXCLUSIONS

We will not pay benefits for any Disability which:

a) results from an act of declared or undeclared war or armed aggression;
b) results from Your Participation in a Riot or Your commission of or attempt to commit a felony or any type of assault or battery;
c) arises out of or in the course of employment with the Policyholder for which You are entitled to benefits under any workers' compensation or occupational disease law, or receives any settlement from the workers' compensation carrier;
d) results, whether You are sane or insane, from:
    1. an intentionally self-inflicted Injury or Sickness; or
    2. attempted suicide;
e) occurs while You are incarcerated or imprisoned for any period exceeding 31 days; or
f) is solely a result of a loss of a professional license, occupational license, or certification.

PREMIUM PAYMENTS

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

PAYMENT OF PREMIUMS THROUGH PAYROLL DEDUCTION

You are responsible for the payment of premiums for Your insurance under the Policy.

Premiums will be automatically deducted from Your paychecks by the Policyholder, then remitted to Us, as authorized by You during the enrollment process. Please contact the Policyholder for information regarding Your paycheck deductions.

Payment of premium does not guarantee eligibility for coverage or benefits.

GRACE PERIOD

All premiums for insurance under the Policy must be paid within the grace period. There is a grace period of 31 days for payment of premiums. This means that, except for the initial premium, if premium is not paid on or before the date it is due, the premium must be paid in the 31-day period that follows. We will consider premium to be paid on the date We receive it.

Insurance will stay in force during the grace period, unless You or the Policyholder provides Us with written notice that insurance will terminate during the grace period. If We receive such notice, insurance will terminate on the date requested.

If any premium due is not paid during the grace period, insurance will end on the last day of the grace period. If insurance ends, it may be reinstated as described in the Reinstatement of Insurance provision.

PREMIUM CHANGES

If You request a change in the amount of insurance, the Policyholder will provide You with notice of Your new premium amount upon request.

If there is a change in the amount of the premium for insurance in accordance with the terms of the Policy, the Policyholder will provide You with notice of the change at least 31 days prior to the date of the change.

Premium amounts will change if premium rates under the Policy are changed.

PAYMENT OF CLAIMS

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

HOW TO OBTAIN PLAN BENEFITS FOR DISABILITY OR OTHER LOSS

Forward the completed claim form for Disability or other benefits to:
Benefits Administrator
City Construction
409 Hwy 1 West
Iowa City, Iowa 52246

You will be responsible for any fees charged by Your Physician for completing a claim form.

CLAIM ASSISTANCE

For assistance with filing a claim or an explanation of how a claim was paid, contact:
United of Omaha Life Insurance Company
Group Disability Management Services
Mutual of Omaha Plaza
Omaha, Nebraska 68175
Call Toll-Free: 1-800-877-5176

PROOF OF DISABILITY

A claim form can be requested from the Plan Administrator, from Us or obtained on Our website. A request for a claim form should be made within 20 days after a Disability occurs or as soon as reasonably possible. If You do not receive a claim form within 15 days of Your request, You can provide a written or verbal statement to Us, stating:

a) that You are under the Regular and Appropriate Care and Treatment of a Physician;
b) the appropriate documentation of Your job duties at Your Regular Job and Your Basic Weekly Earnings;
c) the date Your Disability began;
d) the cause of your Disability;
e) any restrictions and limitations preventing You from performing Your Regular Job; and
f) the name and address of any attending Physician, Hospital or institution where You received treatment.

A completed claim form and other information needed to prove loss must be submitted to Us within 90 days after the end of the Elimination Period.

Failure to furnish such proof within this time period shall not invalidate nor reduce any claim if:

a) it was not reasonably possible to give proof within that 90-day period; and
b) proof is furnished as soon as reasonably possible, but not later than one year after the end of the Elimination Period, unless You or Your beneficiary are not legally capable.

Proof of continued Disability, Regular and Appropriate Care and Treatment of a Physician and any Other Income Sources must be given to Us, upon request. This proof must be received within 45 days of Our request. If it is not, benefits may be denied or suspended.

ADDITIONAL SUPPORTING INFORMATION FOR DISABILITY AND OTHER CLAIMS

We may occasionally require You to be examined by a Physician or vocational rehabilitation expert of Our choice to assist in determining whether benefits are payable. We will pay for these examinations; however, You may be responsible for fees associated with failure to notify the examination office of Your appointment cancellation within the required amount of time specified by the examiner. We may recover this fee by reduction of benefits that are payable. We will not require more than a reasonable number of examinations.

Disability and other benefits will be paid after We receive acceptable proof of loss. Benefits will be paid only if We determine that the claimant is entitled to benefits under the terms of the Policy. We may require supporting information which may include, but is not limited to, the following:

a) clinical records;
b) charts;
c) x-rays;
d) Proof of Earnings; and
e) other diagnostic aids.

MODE OF PAYMENT FOR DISABILITY

Disability benefits will be paid by Us weekly after We receive acceptable proof of Disability. Benefits will be paid to You, except benefits unpaid at Your death may be paid, at Our option, to:

a) Your Eligible Survivor; or
b) Your estate.

REFUND TO US

If it is found that We paid more benefits than We should have paid under the Policy, We have the right to a refund from You or the recipient of benefits.

We also have a right to a refund for any payments due to:

a) fraud or misrepresentation;
b) any error We make in processing a claim; or
c) Your receipt of Other Income Sources.

You or the recipient of benefits must reimburse Us in full. We will determine the method by which the repayment is to be made, including without limitation, reducing or withholding Your Weekly Benefit or any benefits payable to You under any other disability insurance policy issued by Us. We will credit these payments to the refund until the refund is fully recovered.

AUTHORITY TO INTERPRET POLICY

By purchasing the Policy, the Policyholder grants Us the discretion and the final authority to construe and interpret the Policy. This means that We have the authority to decide all questions of eligibility and all questions regarding the amount and payment of any Policy benefits within the terms of the Policy as interpreted by Us. Benefits under the Policy will be paid only if We decide, in Our discretion, that a person is entitled to them. In making any decision, We may rely on the accuracy and completeness of any information furnished by the Policyholder, You or any other third party.

The Policyholder further grants Us the authority to delegate to third parties, including, without limitation, United of Omaha Life Insurance Company and any third party administrator with whom We have contracted to provide claims administration and other administrative services, the discretionary authority granted in the Policy. The Policyholder expressly grants such third party the full discretionary authority granted to Us under this Policy.

You or Your beneficiary has the right to request a review of Our decision. If, after exercising the Policy's review procedures, You or Your beneficiary's claim for benefits is denied or ignored, in whole or in part, You or Your beneficiary may file suit and a court will review Your or Your beneficiary's eligibility or entitlement to benefits under the Policy.

CLAIM REVIEW AND APPEAL PROCEDURES

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

Adverse Benefit Determination means a denial, reduction, or termination of a benefit or a failure to provide or make payment (in whole or in part) for a benefit. This includes, without limitation, any such denial, reduction or termination of a benefit, or failure to provide or make payment, that is based upon ineligibility for insurance under the Policy.

Claimant means the person who submits a claim for benefits under the Policy, including the authorized representative of such person.

CLAIM REVIEW PROCEDURES

Once We receive information necessary to evaluate the claim, We will make a decision within the time periods set forth below. In the event an extension is necessary due to matters beyond Our control, We will notify the Claimant of the extension and the circumstances requiring the extension.

Except when the Claimant voluntarily agrees to provide Us with additional time, extensions are limited as set forth below. If an extension is necessary due to the Claimant's failure to submit complete information, We will notify the Claimant of the additional information required. Such notice of incomplete information will be sent within the time periods set forth below.

In order for Us to continue processing the claim, the missing information must be provided to Us within the time periods set forth below. The Claimant may contact Us at any time for additional details about the processing of the claim.

INITIAL CLAIM DECISION

The period of time within which a claim decision will be made begins at the time the claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing. The applicable time periods are shown below:

a) initial claim decision period: 45 days unless additional information is requested as set forth below;
b) extension period: 30 days; and
c) maximum number of extensions: two.

If additional information is needed, We will notify the Claimant within 10 days of Our receipt of the claim. Once the Claimant receives Our request for additional information, the Claimant will be given no less than 45 days to submit the additional information to Us. We will make Our determination within 15 days of Our receipt of the additional information. If We do not receive the additional information within the specified time period, We will make Our determination based upon the available information.

CLAIM DENIALS

If a request for a claim is denied, in whole or in part, the Claimant will receive notice of the denial, which will include:

a) the specific reason(s) for the denial;
b) reference to the specific Policy provisions on which the denial is based;
c) a description of the appeal procedures and time limits applicable to such procedures, including the right to request an appeal within 180 days and the right to bring a civil action following the appeal process; and
d) any other information which may be required under state or federal laws and regulations.

Additionally, if an internal rule, guideline, protocol or other similar criterion was relied upon in making the Adverse Benefit Determination, the Claimant has the right to request information about such internal rule, guideline, protocol or other similar criterion that was used in making the Adverse Benefit Determination, free of charge.

OPPORTUNITY TO REQUEST AN APPEAL

The Claimant shall have a reasonable opportunity to appeal a claim review decision. As part of the appeal, there will be a full and fair review of the claim review decision.

The Claimant will have no later than 180 days from the Claimant's receipt of notification of Our claim review decision to submit a request for an appeal. The request for an appeal should include:

a) the Claimant's name;
b) the name of the person filing the appeal if different from the Claimant;
c) the Policy number; and
d) the nature of the appeal.

The request for an appeal can be submitted in any manner and should include any additional information that may have been omitted from Our review or that should be considered by Us. The notification regarding Our claim review decision will include instructions on how and where to submit an appeal.

By requesting an appeal, the Claimant has authorized Us, or anyone designated by Us, to review any and all records (including, but not limited to, medical records) which We determine may be relevant to the appeal.

A document, record, or other information will be considered relevant to a claim if it:

a) was relied upon in making the claim decision;
b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

RESPONSE TO APPEALS

We will respond no later than 45 days from Our receipt of the request for an appeal. However, if We determine that an extension is required, We will notify the Claimant in writing of the extension prior to the termination of the initial appeal period. In no event will the extension exceed 45 days from the end of the initial appeal period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

When We make Our determination, the Claimant will be provided with:

a) information regarding the decision; and
b) information regarding other internal or external appeal or dispute resolution alternatives, including any required state mandated appeal rights.

The period of time within which an appeal decision is required to be made will begin at the time an appeal is filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the Claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent until the earlier of (1) the date on which We receive the response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

STANDARD PROVISIONS

INSURANCE CONTRACT

The insurance contract consists of:

a) the Policy;
b) the Policyholder's signed application attached to the Policy; and
c) any application signed by You.

Statements in an application are considered representations and not warranties. We will not use any statements in Your application to deny a claim or to contest the validity of this insurance unless We provide You with a copy of that application.

CHANGES IN THE INSURANCE CONTRACT

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

a) does not require Your consent; and
b) must be:
    1. in writing;
    2. made a part of the Policy; and
    3. signed by Our authorized representative in Our home office.

A change may affect any class of Employees included in the Policy.

INCONTESTABILITY

We will not use any statements in Your application to contest the validity of this insurance after it has been in-force during Your lifetime for two years.

LEGAL ACTIONS

No legal action can be brought until at least 60 days after We have been given proof of loss. No legal action can be brought more than 3 years after the date proof of loss is required, unless otherwise required by state law in Your state of residence.

GENERAL DEFINITIONS

The following capitalized terms have the meanings assigned in this section. These terms are used throughout this Certificate.

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

Calendar Year means the 12-month period beginning on January 1 of each year and ending on December 31 of the same year.

Certificate means this document that describes the benefits, terms, conditions, exclusions and limitations of the insurance provided under the Policy.

Current Earnings means any actual pre-tax weekly income You receive while You are working and eligible to receive a Weekly Benefit, or the pre-tax earnings You could receive if You were working at Your Maximum Capacity. If Your current earnings fluctuate, We may average Your current earnings over the most recent three-month period and continue Your claim provided the average does not exceed the percentage of Basic Weekly Earnings allowed by the Policy. A Weekly Benefit will not be payable for any week during which Your current earnings exceed that percentage.

Deferred Compensation means contributions You make through a salary reduction agreement with Policyholder to a plan or arrangement under the following Internal Revenue Code (IRC) sections or any other plan or arrangement defined as deferred compensation under the IRC:

a) 401(k);
b) 403(b);
c) 408(k); or
d) 457.

Dependent Child means:

a) Your natural born or legally adopted child;
b) Your stepchild or child of Your domestic or civil union partner or equivalent living in Your home; or
c) any other child who lives with You in a regular parent/child relationship and who qualifies as Your "dependent" as defined in the U.S. Internal Revenue Code.

Dependent child does not include:

a) a child who is married, in a domestic partnership, in a civil union partnership or equivalent, as recognized and allowed by federal law, or by state law in a child's state of residence;
b) a child who has been legally adopted by another person; or
c) a child:
    1. temporarily living in Your home;
    2. placed in Your home by a social service agency which retains control over the child; or
    3. who has a natural parent in a position to exercise parental responsibility and control.

Disability and *Disabled* mean that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred, as a result of which:

a) during the Elimination Period, You are prevented from performing at least one of the Material Duties of Your Regular Job (on a part-time or full-time basis); and
b) after the Elimination Period, You are:
    1. prevented from performing at least one of the Material Duties of Your Regular Job (on a part-time or full-time basis); and
    2. unable to generate Current Earnings which exceed 99% of Your Basic Weekly Earnings due to that same Injury or Sickness.

Disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with the Policyholder.

Eligible Survivor means Your Spouse, if living; otherwise, it means Your Dependent Child under age 26. An eligible survivor must be living at the time of Your death.

Elimination Period means the number of days of continuous Disability which must be satisfied before You are eligible to receive benefits. The elimination period is shown in the Schedule.

Employee means a person who is:

a) a citizen or permanent resident of the United States; or
b) lawfully and legally able to work in the United States pursuant to applicable federal and state laws; and
c) receiving compensation from the Policyholder for work performed for the Policyholder at:
    1. the Policyholder's usual place of business;
    2. an alternative work site at the direction of the Policyholder; or
    3. a location to which the employee must travel to perform the job.

An employee does not include a person:

a) who resides outside the United States for a period in excess of 12 consecutive months unless written approval has been received from Our authorized representative in Our home office;
b) working on a seasonal or temporary basis; or
c) performing services for the Policyholder as an independent contractor, including persons reporting income on a 1099 form or subject to the terms of a leasing agreement between the Policyholder and a leasing organization.

Evidence of Insurability means proof of good health acceptable to Us. This proof may be obtained through questionnaires, physical exams or written documentation, as required by Us.

Full-Time means working the required number of hours to be considered a full-time employee of the Policyholder.

Gross Weekly Benefit means Your Weekly Benefit amount before any reduction for Other Income Sources and Current Earnings.

Hospital means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

Injury means an accidental bodily injury that requires treatment by a Physician. It must result in loss independently of Sickness and other causes. Disability resulting from an injury must occur while You are insured under the Policy.

Material Duties means the essential tasks, functions, and operations relating to Your Regular Job that cannot be reasonably omitted or modified.

Maximum Capacity means, based on Your medical restrictions and limitations, the greatest extent of work You are able to do in Your Regular Job.

Maximum Weekly Benefit means the maximum dollar amount of disability benefit You may receive per week as shown in the Schedule.

Medically Necessary means care that is ordered, prescribed, or rendered by a Physician or Hospital, and is determined by Us, or a qualified party or entity selected by Us, to be:

a) provided for the diagnosis or direct treatment of Your Injury or Sickness;
b) appropriate and consistent with the symptoms and findings or diagnosis and treatment of Your Injury or Sickness; and
c) provided in accordance with generally accepted national professional standards and/or medical practice.

Our, We, Us means United of Omaha Life Insurance Company.

Physician means any of the following licensed practitioners:

a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
b) a licensed doctoral clinical psychologist;
c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
d) a licensed physician's assistant (PA) or nurse practitioner (NP); or
e) where required by law, any other licensed practitioner of a healing art who is acting within the scope of his/her license.

A physician does not include:

a) a naturopathic doctor;

b) an acupuncturist;
c) a physician in training; or
d) You, Your Spouse, any person who lives with You, a child, brother, sister or parent of You or Your Spouse.

Plan Administrator means the person or entity designated as the plan administrator for the Policyholder's group disability welfare benefit plan.

Policy means the group policy issued to the Policyholder by Us, including this Certificate.

Policy Anniversary means October 1 of each Policy Year.

Policy Effective Date means October 1, 2015.

Policy Year means the period commencing on the Policy Effective Date and ending on the next succeeding Policy Anniversary and, thereafter, each 12-month period commencing on the Policy Anniversary.

Policyholder's Retirement Plan means any Retirement Plan:
a) which is part of any federal, state, county, municipal, or association retirement system; and
b) for which You are eligible as a result of employment with the Policyholder.

Proof of Earnings means:
a) copies of Your U.S. individual income tax returns and business income tax returns, including all forms, schedules and attachments, if applicable;
b) payroll records; and
c) any other records We request.

Regular and Appropriate Care and Treatment means You visit and receive care and treatment from a Physician as frequently as is medically required, to effectively manage and treat Your Injury or Sickness. Such care and treatment must be:
a) Medically Necessary;
b) received from a Physician whose expertise, medical training, and clinical experience are suitable for treating Your Injury or Sickness; and
c) received primarily is to improve Your medical condition and thereby aid in Your ability to return to work.

Regular Job means the occupation You are routinely performing when Your Disability begins.

Retirement Plan means a plan which:
a) provides benefits to You, either in a lump sum or in the form of periodic payments, upon the later of:
    1. early or normal retirement as defined in the plan or under the U.S. Social Security Act; or
    2. disability, if the payment does not reduce the amount of money which would have been paid at the normal retirement age under the plan if the disability had not occurred; and
b) is not funded wholly by Your contributions.

A retirement plan shall not include a profit-sharing plan or a plan such as a 401(k), a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, or a Deferred Compensation plan.

Sickness means a disease, disorder or condition, including pregnancy, that requires treatment by a Physician. Disability resulting from a sickness must occur while You are insured under the Policy. Sickness does not include elective or cosmetic surgery or procedures, or resulting complications. Sickness includes the donation of an organ in a non-experimental organ transplant procedure.

Spouse means the person to whom You are legally married, or Your domestic partner, civil union partner or equivalent, as recognized and allowed by federal law, or by state law in Your state of residence.

You, Your means the Employee who is insured under the Policy.

Group Voluntary Short-Term Disability Benefits

City Construction

Group Number: G000AXRL

United of Omaha Life Insurance Company

Home Office:
Mutual of Omaha Plaza
Omaha, Nebraska 68175

