

SERFF Tracking Number:	CMLX-125642164	State:	Arkansas
Filing Company:	Companion Life Insurance Company	State Tracking Number:	38937
Company Tracking Number:	GLDAR0001801F01		
TOI:	H11G Group Health - Disability Income	Sub-TOI:	H11G.003 Long Term
Product Name:	DIEM01GR08		
Project Name/Number:	DIEM01GR08/GLDAR0001801F01		

Filing at a Glance

Company: Companion Life Insurance Company

Product Name: DIEM01GR08

TOI: H11G Group Health - Disability Income

Sub-TOI: H11G.003 Long Term

Filing Type: Form

SERFF Tr Num: CMLX-125642164 State: ArkansasLH

SERFF Status: Closed

Co Tr Num: GLDAR0001801F01

Co Status:

Author: SPI CompanionLife

Date Submitted: 05/09/2008

State Tr Num: 38937

State Status: Approved-Closed

Reviewer(s): Rosalind Minor

Disposition Date: 05/15/2008

Disposition Status: Approved-Closed

Implementation Date Requested: 05/09/2008

Implementation Date:

State Filing Description:

General Information

Project Name: DIEM01GR08

Project Number: GLDAR0001801F01

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 05/15/2008

State Status Changed: 05/15/2008

Corresponding Filing Tracking Number:

Filing Description:

These Group Long Term Disability forms will be used to market long-term disability coverage to employer-employee groups in your state and will be marketed through a network of independent licensed agents. They are new forms and will not replace any forms that have been previously approved in your state.

The first 11 pages are the policy. Pages 12 through 44 are the certificate. When the policy and certificate are combined, this constitutes the entire contract. The application, enrollment form, and group insurance health statement which are to be used with these forms have been previously filed in your state.

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 12/07/2007

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Employer

Deemer Date:

SERFF Tracking Number: CMLX-125642164 State: Arkansas
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These forms were stamped "exempt" by our domiciliary state of South Carolina on December 7, 2007.

Company and Contact

Filing Contact Information

Vivian Frederic, Contracts Compliance Specialist
 7909 Parklane Rd
 Columbia, SC 29223-5666
 vivian.frederic@companiongroup.com
 (803) 735-1251 [Phone]
 (800) 836-5433[FAX]

Filing Company Information

Companion Life Insurance Company
 7909 Parklane Rd, Suite 200
 Columbia, SC 29223-5666
 (803) 735-1251 ext. [Phone]
 CoCode: 77828
 Group Code: 661
 Group Name: Companion Life Insurance Company
 FEIN Number: 57-0523959
 State of Domicile: South Carolina
 Company Type:
 State ID Number:

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
000398137	\$50.00	05/09/2008

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	05/15/2008	05/15/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	05/13/2008	05/13/2008	SPI CompanionLife	05/13/2008	05/13/2008

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Disposition

Disposition Date: 05/15/2008

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: CMLX-125642164 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Filing Fee Check	Approved-Closed	Yes
Supporting Document	List of Variables - Policy	Approved-Closed	Yes
Supporting Document	List of Variables - Certificate	Approved-Closed	Yes
Form	Long Term Disability Policy	Approved-Closed	Yes
Form (revised)	Long Term Disability Certificate	Approved-Closed	Yes
Form	Long Term Disability Certificate	Withdrawn	No

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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 05/13/2008

Submitted Date 05/13/2008

Respond By Date

Dear Vivian Frederic,

This will acknowledge receipt of the captioned filing.

Objection 1

- Long Term Disability Certificate (Form)

Comment: The marked up version of the certificate is attached. Please send the final printed version.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

Response Letter

Response Letter Status Submitted to State

Response Letter Date 05/13/2008

Submitted Date 05/13/2008

Dear Rosalind Minor,

Comments:

Thank you for your review of our filing.

Response 1

Comments: Attached is the final version of the certificate.

Related Objection 1

Applies To:

- Long Term Disability Certificate (Form)

Comment:

The marked up version of the certificate is attached. Please send the final printed version.

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Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Long Term Disability Certificate	SLTDC-620		Certificate	Initial		43	SLTDC-620.PDF
Previous Version							
Long Term Disability Certificate	SLTDC-620		Certificate	Initial		43	SLTDC-620.PDF

No Rate/Rule Schedule items changed.

If you have any questions or need additional information, please let us know.

Sincerely,
 SPI CompanionLife

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Form Schedule

Lead Form Number: SLTDP-610

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	SLTDP-610	Policy/Cont ract/Fratern al Certificate	Long Term Disability	Initial		41	SLTDP-610.PDF
Approved-Closed	SLTDC-620	Certificate	Long Term Disability Certificate	Initial		43	SLTDC-620.PDF



COMPANION LIFE INSURANCE COMPANY
7909 Parklane Road, Suite 200, Columbia, South Carolina 29223-5666
P.O. Box 100102, Columbia, South Carolina 29202-3102
(803) 735-1251

(A stock insurance company, herein called The Company)
will pay benefits according to the terms and conditions of The Policy.

Name of Policyholder: [ABC POLICYHOLDER]

Policy Number:
[XXXXXXX]

Effective Date:
[January 1, 2007]

Place of Delivery:
[ANY STATE]

Anniversary Dates:
[January 1 of each year beginning in 2008]

Premium Due Dates:
[Monthly, on the first day of each policy month]

[TEN DAY RIGHT TO EXAMINE POLICY]

The Company urges you to examine this policy closely. If you are not satisfied with it, you may send it back to The Company for any reason within 10 days after the date you receive it. If so returned, your insurance will be canceled, and any premium paid will be refunded in full.]

Signed for The Company

Trescott N. Hinton, Jr.
President

Countersigned by.....
[Licensed Resident Agent or] Registrar

**GROUP LONG TERM DISABILITY INSURANCE POLICY
RENEWAL AT OPTION OF THE COMPANY**

Table of Contents

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Schedule of Benefits

The Schedule(s) of Insurance for The Policy benefits listed below are shown in the Certificate(s), as incorporated into The Policy.

Long Term Disability Insurance

The Schedule(s) of Insurance will control the:

- 1) [benefit amounts and maximum limits;
- 2) eligibility and effective date requirements; and
- 3) other schedule amounts and limits;

which apply to the employees of the Policyholder.]

Premiums

Initial Monthly Premium Rates

The initial monthly premium rates to be charged for employee Coverage are shown on the following page(s).

The first premium is due and payable on the effective date of The Policy. Subject to The Policy's grace period provision, all premiums after the first must be paid when or before they are due.

[Premiums are based on the Employee's:

- 1) age on his or her effective date and thereafter on the first day of the month following the month in which his or her birthday occurs;]
- 2) [sex and occupational class.]

[For Long Term Disability Benefits, the amount of an employee's Earnings which is disregarded in determining his Monthly Benefit because of the Maximum Monthly Benefit limitation will also be disregarded in determining the amount of the total insured payroll.]

The Initial Monthly Premium Rates may be converted as follows:

To Convert Rates to:	Use a Conversion Factor of:
-- annual rates	11.8227
-- semi-annual rates	5.9557
-- quarterly rates	2.9852

Grace Period

The Company will allow the Policyholder a [31] day grace period for the payment of all premiums after the first. During this [31] day period, The Policy will stay in force. If the owed premium is not paid by the [31st] day, The Policy will automatically terminate. If the Policyholder gives The Company written advance notice of an earlier cancellation date, The Policy will terminate on the earlier date. Premium is due for each day The Policy is in force.

[Monthly Premium Rate Guarantee

Initial Monthly Premium rates are guaranteed as follows:

Benefit	Rate Guarantee Period
Long Term Disability Benefits Term Disability Benefits	6 months]

[Subject to the Rate Guarantee period shown above, The Company has the right to change premium rates on any premium due date if:

- 1) written notice is delivered to the Policyholder's last address on record; and
- 2) the change is effective at least [31] days after the date of notice.]

[The Rate Guarantee supersedes only those provisions appearing elsewhere in this policy which give The Company the right to change the premium rates, and then, only for the period of time for which the rates are guaranteed. However, The Company may change the premium rates during the Rate Guarantee period if there is a [10%] change in The Policy, or if there is an increase or decrease in the number of insured employees, or if the Policyholder adds or deletes a subsidiary or affiliated business entity. The Company may also change the premium rates during the Guarantee Period if there has been a material misstatement in the reported experience during the pre-sale process. The Rate Guarantee in no way affects, amends or supersedes any other provision in The Policy.]

Premiums

Calculation

Premiums may be calculated by multiplying the rate times the applicable number of units of coverage.

If any insurance is added, increased or becomes effective after The Policy is in force, the premium charges will begin on:

- 1) the day the coverage is effective, if it is also the first day of a policy month; or
- 2) the first day of the next policy month.

For insurance which is terminated, premium charges will stop as of the first day of the next policy month.

Premiums may be calculated by any other method which both The Company and the Policyholder agree to in writing.

Premium Payments

Premium payments are due and payable in full to a place designated by The Company or, with respect to the initial premium payment, premium payments may be made to an authorized agent of The Company. Payment of premiums for a period before it is due will not guarantee the insurance for that period.

[Experience Rating

If The Policy is experience rated, any credit amount due the Policyholder will be allowed on The Policy Anniversary Date and, at the Policyholder's request, will be:

- 1) paid to the Policyholder in cash;
- 2) used to reduce the Policyholder premiums; or
- 3) used to provide additional insurance for Covered Persons.

Any credit amount shall be determined by the rating plan or plans used by The Company.]

[Combined Experience

If the experience of The Policy is combined with other policies, it shall be combined only with the experience of the following Policies: XXXXX; XXXXX and XXXXX]

Premium Schedule

PREMIUM SCHEDULE

Long Term Disability: PREMIUMS

Participating [Entities]

The Policyholder means [ABC Policyholder.]

Participating [Entity] means any [Entity] that has [become a member of ABC Policyholder.]

The Company or The Policyholder, by written request, may add to or delete from the list of Participating [Entities] in The Policy [at any time.] [The Company will keep a list of Participating [Employers] accepted by The Company and the effective dates of coverage for each.]

Any change, subject to The Company's written approval, will become effective [on a date which is mutually agreeable to the Policyholder and The Company.] The Policyholder may act for or on behalf of all Participating [Entities] in all matters of The Policy. The following will be binding on all Participating [Entities]:

- 1) all agreements between The Company and the Policyholder;
- 2) all notices from The Company to the Policyholder; and
- 3) all notices from the Policyholder to The Company.

Each reference in the Policy to a relationship between the Policyholder and its Eligible Persons includes the same relationship between each Participating [Entity] and its [Eligible Persons], except where the Policy describes specific differences.

Individual Effective Date: A person associated with a Participating [Entity] will not:

- 1) become an Eligible Person before the [Entity] qualifies; or
- 2) continue as an Eligible Person after the [Entity] ceases to qualify;

as a Participating [Entity].

Premiums: A Participating [Entity]'s premiums will be calculated based on:[

- 1) the coverage requested; and
- 2) the data given to The Company by the Participating [Entity].]

[Data Given by Participating [Entity]: The Participating [Entity], with our approval, may keep the important insurance records on all persons covered under The Policy. The Participating [Entity] or its designee must give The Company information, when and in the manner The Company asks, to administer the insurance provided by the Policy.

[The Participating [Entity] will, upon our request, give us:

- 1) the names of all persons initially eligible for coverage;
- 2) the names of all additional persons who become eligible for coverage;
- 3) the names of all persons whose amount of insurance is to be changed;
- 4) the names of all persons whose eligibility or insurance is terminated; and
- 5) any data necessary to administer the insurance provided by the Policy.]

The Participating [Entity]'s failure to:

- 1) give The Company the name of any person covered under The Policy will not invalidate such person's insurance;
- 2) [report a person's termination of insurance will not continue the coverage beyond the date of termination.]

The Policyholder's and/or Participating [Entity]'s insurance records will be open for our inspection at any reasonable time.

Upon termination of coverage, any unearned premium will be calculated on a pro-rata basis. The Company will promptly return any unearned premium paid.]

Participating [Entity] Termination Date: A Participating [Entity] will cease to be covered on the first to occur of:

- 1) [the date the Participating [Entity] ceases to be a member of the Policyholder;
- 2) the date requested by the Participating [Entity] but not prior to The Company's receipt of the request;
- 3) the termination date of the Policy;
- 4) the date the Participating [Entity]'s premium is due, but not paid; or
- 5) the date on which the Policyholder requests that the [Entity] be removed from The Policy. Such date must be stated in a written notice to The Company, and must be after the date of the notice.

Participating [Entities]

[Name of Participating [Entity]	Effective Date	Account Number	Termination Date
ABC [Entity]	January 1, 2007	000-00-0000]

Policy Provisions

Entire Contract:

The contract between the parties consists of:

- 1) the Policy;
- 2) any certificates incorporated and made a part of the Policy;
- 3) any riders issued in connection with such certificates;
- 4) the Policyholder's application, if any, a copy of which is attached to and made a part of The Policy when issued; and
- 5) any Written Medical Insurability Application submitted by the Eligible Person/Employee and accepted by The Company in connection with the Policy.

All statements made by the Policyholder, Participating [Entity] or persons insured under The Policy will, in the absence of fraud, be deemed representations and not warranties. No statement made to effect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary.

Incontestability:

Except for non-payment of premium, or fraud, the insurance provided by The Policy or Certificates hereunder cannot be contested after such insurance has been in effect for a period of [2 years.]

Changes: The Company reserves the right to make changes in the Policy, [after The Policy has been in force for 12 months.] The Company will give the Policyholder [31 days] advance written notice of any change. No agent has authority to change or waive any part of the Policy. To be valid, any change or waiver must be in writing, approved by one of our officers and made a part of the Policy.

[30 Day Right to Examine Certificate: The Insured Person has a [30 day] right to examine his or her Certificate. If the [Insured Person] is not satisfied, he or she may return it to The Company within [30 days] of his or her effective date. In that event, The Company will consider it void from the certificate effective date and any premium paid will be refunded. Any claims paid under the Policy during the initial [30 day] period will be deducted from the refund.]

Clerical Error: Clerical error (whether by the Policyholder, the Plan Administrator, or us) in keeping the records having to do with the Policy, or delays in making entries on the records, will not void the insurance of any person if that insurance would otherwise have been in effect. A clerical error will not extend the insurance of any person if that insurance would otherwise have ended or been reduced as provided by the Policy. When a clerical error is found, premiums and benefits will be adjusted based on the true facts and the Policy.

Conformity with Law: If any provision of the Policy is contrary to the law of the jurisdiction in which it is delivered, such provision is hereby amended to conform to that law. If any change to state or federal law, including but not limited to the Federal Social Security Act, affects The Company's liability under The Policy, The Company may change The Policy, the premiums or both. Such change:

- 1) will be effective as of the date of the change to the state or federal law; and
- 2) will not be made until The Company gives the Policyholder [31 days] notice.

[Termination of Policy

The Company may terminate The Policy for the following reasons by giving the Policyholder [31] days written notice:

- 1) The Policyholder fails to furnish any information which The Company may reasonably require;
- 2) The Policyholder fails to perform any of his other obligations pertaining to this policy;
- 3) [Less than 100% of the persons eligible for coverage on a Non-contributory Basis are insured; or]
- 4) [Less than 75% of the persons eligible for coverage on a Contributory Basis are insured.]
- 5) [Fewer than 10 persons are insured.]

In addition, The Company may terminate this policy on any premium due date after The Policy has been in force for [12 months] by providing [31 days] written notice.

Policy Provisions

[Cancellation: The Policy may be cancelled [at any time] by written notice mailed or delivered by The Company to the Policyholder, or by the Policyholder to us. If The Company cancels, The Company will mail or deliver the notice to the Policyholder at its last address shown in our records. If The Company cancels, it becomes effective [on the later of:

- 1) the date stated in the notice; or
- 2) the 31st day after The Company mails or delivers the notice.]

If the Policyholder cancels, it becomes effective [on the later of:

- 1) the date The Company receives the notice; or
- 2) the date stated in the notice.]

In either event:

- 1) The Company will promptly return to the Policyholder any unearned premium; or
- 2) the Policyholder will promptly pay any earned premium which has not been paid.

Any earned or unearned premium will be determined on a pro rata basis. Cancellation will be without prejudice to any claim which commenced prior to the effective date of the cancellation.]

Certificates: The Company will give individual certificates to:

- 1) the Policyholder; or
 - 2) any other person according to a mutual agreement among the other person, the Policyholder, and us;
- for delivery to persons covered under The Policy and which will explain the important features of The Policy.

Data To Be Furnished

The Policyholder, or any other person designated by the Policyholder, will give The Company all information The Company needs regarding matters pertaining to the insurance. At any reasonable time while The Policy is in force and for [12 months] after that, The Company may inspect any of the Policyholder's documents, books, or records which may affect the insurance or premiums of this policy.

The Policyholder will, upon our request, give us:

- 1) [the names of all persons initially eligible for coverage;
- 2) the names of all additional persons who become eligible for coverage;
- 3) the names of all persons whose amount of insurance is to be changed;
- 4) the names of all persons whose eligibility or insurance is terminated; and
- 5) any data necessary to administer the insurance provided by the Policy.]

If the Policyholder gives The Company any incorrect information, the relevant facts will be determined to establish if insurance is in effect and in what amount.

No person will be deprived of insurance to which he is otherwise entitled or have insurance to which he is not entitled, because of any misstatement of fact by the Policyholder. Any required adjustment may be made in premiums or benefits.

Right to Audit: The Company reserves the right to audit, [once every 2 years,] the Policyholder's billing records and premium accounting practices. If The Company discovers:

- 1) an underpayment of premium by the Policyholder, the Policyholder will be obligated to remit, in a timely manner, the underpayment amount; or
 - 2) an overpayment of premium, The Company will return any overpayment amount in a timely manner;
- for the previous [2 year period.]

[Not in Lieu of Worker's Compensation: This Policy does not satisfy any requirement for worker's compensation insurance.]

Time Period

All periods begin and end at 12:01 A.M., standard time, at the Policyholder's address.

Incorporation Provision

The Certificate(s) of Insurance [and Riders and Policy Changes] listed below are attached to, incorporated in and made a part of, this Policy.

<u>Certificate of Insurance</u> XXXX	<u>Applicable to:</u> All Eligible Persons	<u>Effective Date of Incorporation</u> January 1, 2004	<u>Termination Date</u> January 1, 2005
<u>Rider</u> XXXX	<u>Applicable to:</u> All Eligible Persons	<u>Effective Date of Incorporation</u> January 1, 2004	<u>Termination Date</u> January 1, 2005
<u>Policy Changes</u> Policy Page Added: XXX Policy Page Deleted: XXX	<u>Applicable to:</u> All Eligible Persons All Eligible Persons	<u>Effective Date of Change</u> January 1, 2004 January 1, 2004	<u>Termination Date</u> January 1, 2005]

The provisions found in the Certificate will control the benefit plan, period of coverage, exclusions, claims and other general policy provisions pertaining to state insurance law requirements.

In all other respects, The Policy and certificates remain the same.

RIDER: This rider, issued [January 1, 2004], forms a part of Policy No. [XXXX] issued to [**Policyholder**]. It is effective [June 1, 2004]. It does not vary, waive, alter or extend any of the terms, conditions, or provisions of the Policy, except as stated herein.

Signed for **The Company**



Trescott N. Hinton, Jr.
President



COMPANION LIFE INSURANCE COMPANY
7909 Parklane Road, Suite 200, Columbia, South Carolina 29223-5666
P.O. Box 100102, Columbia, South Carolina 29202-3102
(803) 735-1251

(A stock insurance company)

[Policyholder: ABC Policyholder]
[Policy Number: XXX-XXXXXXX]
[Policy Effective Date: DATE]
[Policy Anniversary Date: DATE]

[Participating Entity]
[Account Number: XXXXXXXX]

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and The Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for the Company

A handwritten signature in black ink, appearing to read 'Trescott N. Hinton, Jr.', written in a cursive style.

Trescott N. Hinton, Jr.
President

GROUP LONG TERM DISABILITY INSURANCE CERTIFICATE
RENEWAL AT OPTION OF THE COMPANY

A note on capitalization in this certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

Table of Contents

Your certificate is divided into the following sections:

Section 1 – Schedule of Insurance

Section 2 – Definitions

Section 3 – Eligibility and Enrollment

Section 4 – Period of Coverage

Section 5 – Benefits

Section 6 - Exclusions and Limitations

Section 7 – General Provisions]

Section 1 - Schedule of Insurance

[The Policy of long term Disability insurance provides You with long term income protection if You become Disabled from a covered injury, Sickness or pregnancy. **Please refer to Your group enrollment form to see the Option that applies to You.**

The benefits described herein are those in effect as of DATE.

Cost of coverage:

Option 1 - You do not contribute toward the cost of coverage under Option 1.

Option 2 - You must contribute toward the cost of coverage under Option 2.

Eligible Class(es) for Coverage: All Full-time and Part-time Active Employees who are citizens or legal residents of the United States, its territories and protectorates; excluding temporary, leased or seasonal employees.

Full-time Employment: at least # hours weekly

Part-time Employment: at least # hours weekly, but less than # hours weekly

Annual Enrollment Period: MONTH & DAY through MONTH & DAY.

Maximum Monthly Benefit: \$XXXXXXXX

Guaranteed Issue Amount: \$XXXXXXXX

Minimum Monthly Benefit: the greater of:

1) \$ # ; or

2) # % of the benefit based on Monthly Income Loss before the deduction of Other Income Benefits.

In accordance with Arkansas state law, in no event however will the Minimum Monthly Benefit be less than \$50.00.

Initial Benefit Period Percentage:

Option 1: #%

Option 2: #%

Continuing Benefit Period Percentage:

Option 1: #% of Pre-disability Earnings

Option 2: #% of Pre-disability Earnings

Eligibility Waiting Period for Coverage:

Option 1: X days/weeks/months of continuous service

Option 2: X days/weeks/months of continuous service

You will be eligible for coverage on the first day of the month on or next following the date on which You complete the Eligibility Waiting Period for Coverage.

The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time or Part-time Active Employee with the Employer in an eligible class under the Prior Policy.

Elimination Period:

Option 1: X day(s)

Option 2: X day(s)

Maximum Duration of Benefits Table

Age When Disabled	Benefits Payable
Prior to Age 62	To Age 65, or for 48 months, if greater
Age 62	48 months
Age 63	42 months
Age 64	36 months
Age 65	30 months
Age 66	27 months
Age 67	24 months
Age 68	21 months
Age 69 and over	18 months]

Section 2 – Definitions

- [Actively at Work]** means at work with [the Employer] on a day that is one of [the Employer's] scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your Occupation:
- 1) in the usual way; and
 - 2) for [Your usual number of hours.]
- [We will consider You Actively at Work on a day that is not a scheduled work day only if You were Actively at Work on the preceding scheduled work day.]
- Active [Employee]** means [an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.]
- Any Occupation** means any occupation for which You are qualified by education, training or experience, [and that has an earnings potential greater than the lesser of:
- 1) [the product of Your Indexed Pre-disability Earnings and the [Initial] Benefit Period Percentage]; or
 - 2) [the Maximum Monthly Benefit.]]
- Bonuses** means the [monthly average of monetary] bonuses You received from [the Employer] [over:
- 1) the [X month] period ending [immediately prior to the date] You became Disabled; or
 - 2) the period of time You worked for [the Employer,] if shorter than [the above period/X months.]]
- Commissions** means the [monthly average of monetary] commissions You received from [the Employer] [over:
- 1) the [X month] period ending [immediately prior to the date] You became Disabled; or
 - 2) the period of time You worked for [the Employer,] if shorter than [the above period/X months.]]
- [Current Monthly Earnings]** means [Monthly] earnings You receive from:
- 1) [the Employer; and
 - 2) other employment;]
- while You are Disabled.
- [However, if the other employment is a job You held in addition to Your job with the Employer, then during any period that You are entitled to benefits for being Disabled from Your Occupation, only the portion of Your earnings that exceed Your average earnings from the other employer over the [6 month] period just before You became Disabled will count as Current [Monthly] Earnings.]
- [Current [Monthly] Earnings also includes the pay You could have received for another job or a modified job if:
- 1) such job was offered to You by the Employer, or another employer, and You refused the offer; and
 - 2) the requirements of the position were consistent with:
 - a) Your education, training and experience; and
 - b) Your capabilities as medically substantiated by Your Physician.]
- [Disability or Disabled]** means You are prevented from performing one or more of the Essential Duties of Any Occupation as a result of:
- 1) accidental bodily injury;
 - 2) Sickness;
 - 3) Mental Illness;
 - 4) Substance Abuse; or
 - 5) pregnancy.]

Section 2 – Definitions (Continued)

[Disability or Disabled

means You are prevented from performing one or more of the Essential Duties of:

- 1) Your Occupation [or a Reasonable Alternative Job offered to You by the Employer,] during the Elimination Period; and
- 2) Your Occupation [or a Reasonable Alternative Job offered to You by the Employer,] following the Elimination Period, and as a result Your Current Monthly Earnings are [less than 80%] of Your [Indexed] Pre-disability Earnings.

If at the end of the Elimination Period, You are prevented from performing one or more of the Essential Duties of Your Occupation, [or a Reasonable Alternative Job offered to You by the Employer,] but Your Current Monthly Earnings are [equal to or greater than 80%] of Your Pre-disability Earnings, Your Elimination Period will be extended for a total period of [12 months] from the original date of Disability, or until such time as Your Current Monthly Earnings are [less than 80%] of Your Pre-disability Earnings, whichever occurs first. [For the purposes of extending Your Elimination Period, Your Current Monthly Earnings will not include the pay You could have received for another job or a modified job if such job was offered to You by the Employer, or another employer, and You refused the offer.]

Your Disability must result from:

- 1) accidental bodily injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy.

[Your failure to pass a physical examination required to maintain a license to perform the duties of Your occupation, [or a Reasonable Alternative Job offered to You by the Employer,] alone, does not mean that You are Disabled.]

[Reasonable Alternative Job means a job with the Employer, within the same general location, the Essential Duties of which You are able to perform, and which considers Your prior education, training or experience, and with a rate of pay [equal to or greater than 80%] of Your [Indexed] Pre-disability Earnings.]

[Disability or Disabled

means You are prevented from performing one or more of the Essential Duties of:

- 1) Your Occupation during the Elimination Period;
- 2) Your Occupation, for the [24 months] following the Elimination Period, and as a result Your Current Monthly Earnings are [less than 80%] of Your [Indexed] Pre-disability Earnings;
- 3) Your Occupation [or a Reasonable Alternative Job offered to You by the Employer] after that, [for the next 12 months]; and
- 4) after that, Any Occupation .

If at the end of the Elimination Period, You are prevented from performing one or more of the Essential Duties of Your Occupation, [or a Reasonable Alternative Job offered to You by the Employer,] but Your Current Monthly Earnings are [equal to or greater than 80%] of Your Pre-disability Earnings, Your Elimination Period will be extended for a total period of [12 months] from the original date of Disability, or until such time as Your Current Monthly Earnings are [less than 80%] of Your Pre-disability Earnings, whichever occurs first. [For the purposes of extending Your Elimination Period, Your Current Monthly Earnings will not include the pay You could have received for another job or a modified job if such job was offered to You by the Employer, or another employer, and You refused the offer.]

Your Disability must be the result of:

- 1) accidental bodily injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy.

[Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation, [or a Reasonable Alternative Job offered to You by the Employer,] alone, does not mean that You are Disabled.]

Section 2 – Definitions (Continued)

[Reasonable Alternative Job] means a job with the Employer, within the same general location, the Essential Duties of which You are able to perform, and which considers Your prior education, training or experience, and with a rate of pay [equal to or greater than 80%] of Your [Indexed] Pre-disability Earnings.]]

[Disability or Disabled]

means You are prevented from performing one or more of the Essential Duties of:

- 1) Your Occupation [or a Reasonable Alternative Job offered to You by the Employer] during the Elimination Period;
- 2) Your Occupation [or a Reasonable Alternative Job offered to You by the Employer] [for the 24 months] following the Elimination Period, and as a result Your Current Monthly Earnings are [less than 80%] of Your [Indexed] Pre-disability Earnings; and
- 3) after that, Any Occupation.

If at the end of the Elimination Period, You are prevented from performing one or more of the Essential Duties of Your Occupation [or a Reasonable Alternative Job offered to You by the Employer,] but Your Current Monthly Earnings are [equal to or greater than 80%] of Your Pre-disability Earnings, Your Elimination Period will be extended for a total period of [12 months] from the original date of Disability, or until such time as Your Current Monthly Earnings are [less than 80%] of Your Pre-disability Earnings, whichever occurs first. [For the purposes of extending Your Elimination Period, Your Current Monthly Earnings will not include the pay You could have received for another job or a modified job if such job was offered to You by the Employer, or another employer, and You refused the offer.]

Your Disability must result from:

- 1) accidental bodily injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy.

[Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation [or a Reasonable Alternative Job offered to You by the Employer,] alone, does not mean that You are Disabled.]

[Reasonable Alternative Job] means a job with the Employer, within the same general location, the Essential Duties of which You are able to perform, and which considers Your prior education, training or experience, and with a rate of pay [equal to or greater than 80%] of Your [Indexed] Pre-disability Earnings.]]

Elimination Period

means the [longer of the] number of consecutive days at the beginning of any one period of Disability which must elapse before benefits are payable [or the expiration of any Employer sponsored short term Disability benefits or salary continuation program, excluding benefits required by state law].

Employer

means the [Policyholder].

Essential Duty

means a duty that:

- 1) is substantial, not incidental;
- 2) is fundamental or inherent to the occupation; and
- 3) cannot be reasonably omitted or changed.

Your ability to work the number of hours in Your regularly scheduled workweek is an Essential Duty. [However, working more than [X] hours per week is not an Essential Duty.]

Indexed Pre-disability Earnings

means Your Pre-disability Earnings adjusted annually by adding the lesser of:

- 1) [10%]; or
- 2) the percentage change in the Consumer Price Index (CPI-W).

The percentage change in the CPI-W means the difference between the current year's CPI-W as of July 31, and the prior year's CPI-W as of July 31, divided by the prior year's CPI-W. The adjustment is made January

Section 2 – Definitions (Continued)

1st each year after You have been Disabled for [12 consecutive months,] provided You are receiving benefits at the time the adjustment is made. [A maximum of [5] adjustments may be made.]

The term Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, We may use another nationally published index that is [comparable to the CPI-W].

Mental Illness means a mental disorder as listed in the current version of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association. A Mental Illness may be caused by biological factors or result in physical symptoms or manifestations.

For the purpose of The Policy, Mental Illness does not include the following mental disorders outlined in the Diagnostic and Statistical Manual of Mental Disorders:

- 1) Mental Retardation;
- 2) Pervasive Developmental Disorders;
- 3) Motor Skills Disorder;
- 4) Substance-Related Disorders;
- 5) Delirium, Dementia, and Amnesic and Other Cognitive Disorders; or
- 6) Narcolepsy and Sleep Disorders related to a General Medical Condition.

[Monthly] Benefit means a [monthly] sum payable to You while You are Disabled, subject to the terms of The Policy. [Your Benefit will be paid according to the [9] month pay schedule established by Your employment contract in effect immediately prior to the date of Your Disability.]

Monthly Income Loss means Your Pre-disability Earnings minus Your Current Monthly Earnings.

Other Income Benefits means the amount of any benefit for loss of income, provided to You [or to Your family], as a result of the period of Disability for which You are claiming benefits under The Policy. This includes any such benefits for which You [or Your family] are eligible or that are paid to You, [to Your family] or to a third party on Your behalf, pursuant to any:

- 1) [temporary, permanent disability, or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;]
- 2) governmental law or program that provides disability or unemployment benefits as a result of Your job with the Employer;
- 3) plan or arrangement of coverage, [other than income from any accumulated sick time, salary continuation or paid time off,] whether insured or not, which is received from the Employer as a result of employment by or association with the Employer or which is the result of membership in or association with any group, association, union or other organization;
- 4) [any income You received from the Employer as a result of any accumulated sick time salary continuation or paid time off, which causes the Weekly Benefit, plus Other Income Benefits to exceed [X%] of Your Weekly Earnings. The amount in excess of [X%] of Your Weekly Earnings will be used to reduce the Weekly Benefit.]
- 5) [individual insurance policy where the premium is wholly or partially paid by the Employer;]
- 6) [mandatory "no-fault" automobile insurance plan;]
- 7) disability benefits under:
 - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
 - b) the Railroad Retirement Act;
 - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
 - d) similar plan or act;that You, [Your spouse and/or children,] are eligible to receive because of Your Disability; or

Section 2 – Definitions (Continued)

- 8) disability benefit from the Department of Veterans Affairs, or any other foreign or domestic governmental agency:
 - a) that begins after You become Disabled; or
 - b) that You were receiving before becoming Disabled, but only as to the amount of any increase in the benefit attributed to Your Disability.

Other Income Benefits also means any payments that are made to You or to Your family, or to a third party on Your behalf, pursuant to any:

- 1) disability benefit under the Employer's Retirement plan;
- 2) [temporary, permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;]
- 3) portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for Your loss of earnings; or
- 4) retirement benefit from a Retirement Plan that is wholly or partially funded by employer contributions, unless:
 - a) You were receiving it prior to becoming Disabled; or
 - b) You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement;
(Other Income Benefits will not include the portion, if any, of such retirement benefit that was funded by Your [after-tax] contributions.); or
- 5) retirement benefits under:
 - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
 - b) the Railroad Retirement Act;
 - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan;
 - d) similar plan or act;
that You, [Your spouse and children] receive because of Your retirement, unless You were receiving them prior to becoming Disabled.]

[If You are paid Other Income Benefits in a lump sum or settlement, You must provide proof satisfactory to Us of:

- 1) the amount attributed to loss of income; and
- 2) the period of time covered by the lump sum or settlement.

We will pro-rate the lump sum or settlement over this period of time. If You cannot or do not provide this information, We will assume the entire sum to be for loss of income, [and the time period to be 24 months.] We may make a retroactive allocation of any retroactive Other Income Benefit. A retroactive allocation may result in an overpayment of Your claim.

The amount of any increase in Other Income Benefits will not be included as Other Income Benefits if such increase:

- 1) takes effect after the date benefits become payable under The Policy; and
- 2) is a general increase which applies to all persons who are entitled to such benefits.]

Section 2 – Definitions (Continued)

- Participating [Employer]** means [an Employer who agrees to participate in the Trust, pays the required contribution for the Active Employees and is a participant in accordance with the provisions of The Policy.]
- Physician** means a person who is:
- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
 - 2) licensed to practice in the jurisdiction where care is being given;
 - 3) practicing within the scope of that license; and
 - 4) not You or Related to You by blood or marriage.
- Pre-disability Earnings** means, [for sole proprietor, partners, members of a limited liability company taxable as a partnership under the federal income tax laws, or share holders in a S-Corporation]:
- 1) the [monthly] average of earnings reported as "net earnings from self-employment" for federal income tax purposes for:
 - a) the [X tax] year(s) just prior to the date of Disability; or
 - b) the number of months You were employed in this capacity, if less than above period; and
 - 2) [not] contributions You make through a salary reduction agreement with the Employer to:
 - a) an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
 - b) an executive non-qualified deferred compensation arrangement; or
 - c) a salary reduction arrangement under an IRC Section 125 plan, for the same period as above.
- Pre-disability Earnings [does not] include [bonuses, commissions, tips and tokens,] dividends, capital gains and returns of capital.
- Pre-disability Earnings** means, [for specific class description if applicable] Your average [monthly] rate of pay, [including Bonuses, Commissions and Tips and Tokens], from the Employer for the [X] calendar year(s) ending immediately before the date You become Disabled, or over the number of calendar months of employment, if less than this period:
- 1) [not] including contributions you make through a salary reduction agreement with the Employer to:
 - a) an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
 - b) an executive non qualified deferred compensation arrangement; or
 - c) a salary reduction arrangement under an IRC Section 125 plan; and
 - 2) [not] including [bonuses, commissions, tips and tokens] overtime pay or expense reimbursements for the same period as above.
- Pre-disability Earnings** means, [for specific class description if applicable], Your regular [monthly] rate of pay, [including Bonuses, Commissions and Tips and Tokens],
- 1) [not] including contributions you make through a salary reduction agreement with the Employer to:
 - a) an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
 - b) an executive non qualified deferred compensation arrangement; or
 - c) a salary reduction arrangement under an IRC Section 125 plan; and
 - 2) [not] including [bonuses, commissions and tips and tokens] overtime pay or expense reimbursements for the same period as above.]
- [However, if You are an hourly paid Employee, Pre-disability Earnings means the product of:
- 1) the average number of hours You worked per month, not including overtime, over the most recent 12 month period immediately prior to the last day You were Actively at Work before You became Disabled, multiplied by;
 - 2) Your hourly wage in effect on the last day You were Actively at Work before You became Disabled.]
- [Prior Policy]** means the [long term disability insurance] carried by [the Employer] on the day before the [Policy] Effective Date.

Section 2 – Definitions (Continued)

Regular Care of a Physician	means that You are being treated by a Physician: <ol style="list-style-type: none">1) whose medical training and clinical experience are suitable to treat Your disabling condition; and2) whose treatment is:<ol style="list-style-type: none">a) consistent with the diagnosis of the disabling condition;b) according to guidelines established by medical, research, and rehabilitative organizations; andc) administered as often as needed;to achieve the maximum medical improvement.
Rehabilitation	means a process of Our working together with You in order for Us to plan, adapt, and put into use options and services to meet Your return to work needs. A Rehabilitation program may include, when We consider it to be appropriate, [any necessary and feasible: <ol style="list-style-type: none">1) vocational testing;2) vocational training;3) alternative treatment plans such as:<ol style="list-style-type: none">a) support groups;b) physical therapy;c) occupational therapy; ord) speech therapy;4) work-place modification to the extent not otherwise provided;5) job placement;6) transitional work; and7) similar services.]
Related	means Your spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild [or similar relationship in law].]
[Retirement Plan	means a defined benefit or defined contribution plan that provides benefits for Your retirement and which is not funded wholly by Your contributions. It does not include: <ol style="list-style-type: none">1) [a profit sharing plan;2) thrift, savings or stock ownership plans;3) a non-qualified deferred compensation plan; or4) an individual retirement account (IRA), a tax sheltered annuity (TSA), Keogh Plan, 401(k) plan, 403(b) plan or 457 deferred compensation arrangement.]
Substance Abuse	means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by: <ol style="list-style-type: none">1) impairments in social and/or occupational functioning;2) debilitating physical condition;3) inability to abstain from or reduce consumption of the substance; or4) the need for daily substance use to maintain adequate functioning. <p>[Substance includes alcohol and drugs but excludes tobacco and caffeine.]</p>
The Policy	means the policy which We issued to [The Policyholder under the policy number] shown on the face page.
Tips [and Tokens]	means the [monthly average of monetary] tips and tokens You received from [the Employer] [over: <ol style="list-style-type: none">1) the [X month] period ending [immediately prior to the date] You became Disabled; or2) the period of time You worked for [the Employer], if shorter than [the above period/X months.]]

Section 2 – Definitions (Continued)

- We, Our, or Us** means [the insurance company named on the face page of The Policy.]
- Your Occupation** means Your Occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job You are performing for a specific employer or at a specific location.
- [If You are a Physician or dentist, Your Occupation means the general or sub-specialty in which You are practicing for which there is a specialty or sub-specialty recognized by the American Board of Medical Specialties. If the sub-specialty in which You are practicing is not recognized by the American Board of Medical Specialties, You will be considered practicing in the general specialty category.]
- [If You are an attorney, Your Occupation means the legal specialty or specialties in which You have practiced in the five year period preceding Your becoming Disabled. If You have been in legal practice for less than five years, Your Occupation means the legal specialty or specialties in which You have practiced in the period preceding Your Disability.]
- You or Your** means the person to whom this certificate is issued.]

Section 3 -Eligibility and Enrollment

Eligible Persons: All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.
Who is Eligible for Coverage?

Eligibility for Coverage: *When will I become Eligible?* You will become eligible for coverage on the later of:
1) the [Policy] Effective Date ; [or
2) the date on which You complete the Eligibility Waiting Period for Coverage.

See the Schedule of Insurance for the Eligibility Waiting Period for Coverage.]

Enrollment: *How do I enroll for coverage?* [For coverage under Option 1, all eligible Active Employees will be enrolled automatically by the Employer.

For coverage under Option 2, You must enroll.] To enroll [for coverage]You must:

- 1) complete and sign a group insurance enrollment form which is satisfactory to Us; and
- 2) deliver it to the Employer.

[You have the option to enroll by voice recording or electronically. Your Employer will provide instructions.]

[If You do not enroll within [31 days] after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll [or if You enroll for a Monthly Benefit Amount greater than the Guaranteed Issue Amount]:]

- 1) You must give Us Evidence of Insurability satisfactory to Us; and
- 2) [You may only enroll:
 - a) during an [Annual Enrollment Period] designated by the Policyholder; or
 - b) within [31 days] of the date You have a Change in Family Status.]

[The dates of the [Annual Enrollment Period] are shown in the Schedule of Insurance.]

Evidence of Insurability: *What is Evidence of Insurability?* Evidence of Insurability may include, but will not be limited to:
1) [a completed and signed application approved by Us;
2) a medical examination;
3) an attending Physician's statement; and
4) any additional information We may require.]

All Evidence of Insurability will be furnished at [Your] expense. We will then determine if You are insurable under The Policy.

Change in Family Status: *What constitutes a Change in Family Status?* A Change in Family Status means:
1) [You get married [or You execute a domestic partner affidavit];
2) You and Your Spouse divorce [or You terminate a domestic partnership];
3) Your child is born or You adopt or become the legal guardian of a child;
4) Your spouse [or domestic partner] dies;
5) Your child is no longer financially dependent on You or dies;
6) Your spouse is no longer employed, which results in a loss of group insurance; or
7) You have a change in classification from part-time to full-time or from full-time to part-time.]

Section 5 – Benefits (Continued)

Effective Date:
When does my coverage start?

[If You are not required to contribute toward The Policy’s cost,] Your coverage will start:
1) [for benefit amounts not requiring Evidence of Insurability,] on the date You become eligible; or
2) [for benefit amounts requiring Evidence of Insurability, on the date We approve such evidence.]

[If You must contribute toward The Policy’s cost,] Your coverage will start on the earliest of:
1) [the date] You become eligible, [for benefit amounts not requiring Evidence of Insurability,] if You enroll or have enrolled by then;
2) [the date] on which You enroll, [for benefit amounts not requiring Evidence of Insurability,] if You do so within [31 days] after the date You are eligible;
3) [[the date] We approve Your Evidence of Insurability, for benefit amounts requiring Evidence of Insurability; or]
4) [the first day of the month following the Annual Enrollment Period if You enroll, [for benefit amounts not requiring Evidence of Insurability,] during an Annual Enrollment Period.]

Deferred Effective Date: *Will my coverage start or an increase in my coverage take effect if I am not Actively at Work on the date my coverage is to start or increase?*

If You are absent from work due to:
1) accidental bodily injury;
2) Sickness;
3) Mental Illness;
4) Substance Abuse; or
5) [pregnancy;]
on the date Your insurance [or increase in coverage] would otherwise have become effective, Your insurance, [or increase in coverage] will not become effective until You are Actively at Work one full day.

[Changes in Coverage: *Can I change my benefit option?*

[You may change Your benefit option only:
1) during an Annual Enrollment Period; or
2) within [31 days] of a Change in Family Status.
At such time] You may decrease coverage, or increase coverage to a higher option. [An increase in coverage [that is greater than the next higher option from Your current coverage] will be subject to Your submission of an application that meets Our approval.]]

[When will a requested change in benefit option take effect?

[If You enroll for a change in benefit option during an Annual Enrollment Period, the change will take effect on the later of:
1) [the first day of the month following the Annual Enrollment Period;] or
2) [the date We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.]]

[If You enroll for a change in benefit option within [31 days] following a Change in Family Status, the change will take effect on the later of:
1) the date You enroll for the change; or
2) [the date We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.]]

[Any such increase in coverage is subject to the following provisions:
1) Deferred Effective Date; and
2) Pre-existing Conditions Limitations.]]

Do coverage amounts change if there is a change in [my class or] my rate of pay?

Your coverage may increase or decrease on the date there is a change in [Your class or] Pre-disability Earnings. However, no increase in coverage will be effective unless on that date You:
1) are an Active Employee; and
2) are not absent from work due to being Disabled.
If You were so absent from work, the effective date of such increase will be deferred until You are Actively at Work for one full day.

No change in Your Pre-disability Earnings will become effective until the date We receive notice of the change.

Section 5 – Benefits (Continued)

What happens if the Employer changes the Policy? Any increase or decrease in coverage because of a change in The Policy will become effective on the date of the change, [subject to the following provisions:
1) the Deferred Effective Date provision; and
2) Pre-existing Conditions Limitations.]

Continuity From A Prior Policy: *Is there continuity of coverage from a Prior Policy?* [If You were:
1) insured under the Prior Policy; and
2) not eligible to receive benefits under the Prior Policy;
on the day before the [Policy] Effective Date, the Deferred Effective Date provision will not apply.]

Is my coverage under The Policy subject to the Pre-existing Condition Limitation? [If You become insured under The Policy on the [Policy] Effective Date and were covered under the Prior Policy on the day before the [Policy] Effective Date, the Pre-existing Conditions Limitation will end on the earliest of:
1) the [Policy] Effective Date, if Your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Policy; or
2) the date the restriction would have ceased to apply had the Prior Policy remained in force, if Your coverage was limited by a pre-existing condition limitation under the Prior Policy.]

[The amount of the [Monthly] Benefit payable for a Pre-existing Condition in accordance with the above paragraph will be the lesser of:
1) the [Monthly] Benefit which was paid by the Prior Policy; or
2) the [Monthly] Benefit provided by The Policy.]

The Pre-existing Conditions Limitation will apply after the [Policy] Effective Date to the amount of a benefit increase which results from a change from the Prior Policy to The Policy, a change in benefit options, a change of class or a change in The Policy.]

Do I have to satisfy an Elimination Period under The Policy if I was Disabled under the Prior Policy? If You received [monthly] benefits for disability under the Prior Policy, and You returned to work as a [Full-time] Active Employee [before The [Policy] Effective Date], then, if within [6 months] of Your return to work:
1) You have a recurrence of the same disability while covered under The Policy; and
2) there are no benefits available for the recurrence under the Prior Policy;
the Elimination Period, which would otherwise apply, will be waived if the recurrence would have been covered without any further elimination period under the Prior Policy.

Termination: *When will my coverage stop?* Your coverage will end on the earliest of the following:
1) [the date] The Policy terminates;
2) [[the date] The Policy no longer insures Your class;]
3) [the date] premium payment is due but not paid by the Employer;
4) [the last day of the period for which You make any required premium contribution;]
5) [the last day of the month on or next following the month in which Your Employer terminates Your employment;]
6) [the date] You cease to be a [Full-time] Active Employee in an eligible class for any reason;
7) [the date Your Employer ceases to be a Participating Employer];
unless coverage is extended under the Continuation Provisions.

Section 5 – Benefits (Continued)

Continuation

Provisions: *Can my insurance be continued?*

Your coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Continued coverage:

- 1) is subject to any reductions in the Policy;
- 2) is subject to payment of premium [by the Employer;] and
- 3) terminates when the Policy terminates, [coverage for Your class terminates or Your Employer ceases to be a Participating Employer.]

In any event, Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before Your coverage was continued. Coverage may be continued in accordance with the above restrictions and as described below:

[Leave of Absence: If You are on a documented [medical] leave of absence, other than Family or Medical Leave, Your coverage may be continued [until the last day of the month in which] the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.]

[Lay-off: If You are temporarily laid off by the Employer due to lack of work, Your coverage may be continued [until the last day of the month in which] the lay-off commenced. If the lay-off becomes permanent, this continuation will cease immediately.]

[Family Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to [12 weeks, or longer if required by other applicable law,] following the date Your leave commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.]

[General Work Stoppage (including a strike or lockout): If Your employment terminates due to a cessation of active work as the result of a general work stoppage (including a strike or lockout), Your coverage shall be continued during the work stoppage [until the last day of the month in which] the coverage terminated. If the work stoppage ends, this continuation will cease immediately.]

[Sabbatical: If You are on a documented [paid] sabbatical, Your coverage may be continued [until the last day of the month in which] the sabbatical commenced. If the sabbatical terminates prior to the agreed upon date, this continuation will cease immediately.]

[Military Leave of Absence: If You enter active military service and are granted a military leave of absence in writing, Your coverage may be continued for up to [8 weeks]. [If the leave ends prior to the agreed upon date, this continuation will cease immediately.]

Coverage while

Disabled: *Does my insurance continue while I am Disabled and no longer an Active Employee?*

If You are Disabled and You cease to be an Active Employee, Your insurance will be continued:

- 1) [during the Elimination Period while You remain Disabled by the same Disability; and
- 2) after the Elimination Period for as long as You are entitled to benefits under The Policy.]

Waiver of

Premium: *Am I required to pay Premiums while I am Disabled?*

No premium will be due for You:

- 1) [after the Elimination Period; and
- 2) for as long as benefits are payable.]

Extension of Benefits for

Disability: *Do my benefits continue if the Policy terminates?*

If You are entitled to benefits while Disabled and The Policy terminates, benefits:

- 1) will continue as long as You remain Disabled by the same Disability; but
- 2) will not be provided beyond the date We would have ceased to pay benefits had the insurance remained in force.

Termination of The Policy for any reason will have no effect on Our liability under this provision.

Section 5 – Benefits (Continued)

Conversion Right:
If my coverage under the Policy stops, do I have a right to conversion?

If Your insurance terminates because:

- 1) Your employment ends [for a reason other than Your retirement]; or
- 2) You are no longer in an eligible class;

and if:

- 1) [You have been continuously insured for at least [12 consecutive months] under The Policy or under both this Policy and the Prior Policy;]
- 2) [You are under the Policy Age Limit, if any is shown in the Schedule of Insurance;]
- 3) a Disability is not preventing You from performing duties of Your Occupation;
- 4) [the insurance for Your class, or] The Policy has not terminated;
- 5) [You are not eligible for coverage under The Policy under another class; and]
- 6) You are not eligible or covered for similar benefits under another group policy [or an individual policy];

then You are eligible to enroll for personal insurance under another group policy called the group long term disability conversion policy.

How do I convert my Coverage?

To obtain coverage under the group long term disability conversion policy, You must:

- 1) send Us a written enrollment request; and
- 2) pay the required premium and enrollment fee for the conversion policy;

within [31 days] of the termination of Your insurance.

If You meet the preceding conditions, We will issue You a certificate of insurance under the group long term disability conversion policy. Such coverage will:

- 1) be issued without Evidence of Insurability;
- 2) be on one of the forms then being issued by Us for conversion purposes; and
- 3) be effective on the day following the date Your insurance under The Policy terminates.

The coverage available under the conversion policy may differ from The Policy. We will determine the terms of the group long term disability conversion policy, including:

- 1) the type and amount of coverage provided; and
- 2) the premium payable;

based on the kinds of insurance provided by the group long term disability conversion policy at the time such enrollment request is made.

Disability Benefit:
When do I qualify for Disability Benefits?

We will pay You a Monthly Benefit if You:

- 1) become Disabled while insured under The Policy;
- 2) are Disabled throughout the Elimination Period;
- 3) remain Disabled beyond the Elimination Period; and
- 4) submit Proof of Loss to Us.

Benefits accrue as of the first day after the Elimination Period and are paid monthly. However, benefits will not exceed the Maximum Duration of Benefits.

Mental Illness And Substance Abuse Benefits: *Are benefits limited for Mental Illness [or Substance Abuse?]*

If You are Disabled because of:

- 1) Mental Illness that results from any cause;
- 2) any condition that may result from Mental Illness;
- 3) alcoholism [which is under treatment]; or
- 4) [the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance];

then, subject to all other provisions of The Policy, We will limit the Maximum Duration of Benefits.

[Benefits will be payable for a total of [24 months,] unless at the end of the [24 month] period:

- 1) You are confined in a hospital or other place licensed to provide medical care for the disabling condition, in which case:
 - a) benefits will continue during the confinement; and
 - b) if You are still Disabled when discharged, benefits will continue for a recovery period of up to [90 days;] and

Section 5 – Benefits (Continued)

- c) if You become re-confined during the recovery period for at least [14 consecutive days,] benefits will continue during the confinement and another recovery period of up to [90 days;]
- or
- 2) You continue to be Disabled and, [within 7 days] become confined in a hospital, or other place licensed to provide medical care, for the disabling condition for at least [14 consecutive days,] in which case benefits will be paid while You are so confined.]

Substance Abuse Limitation: *Are benefits limited for alcoholism or Substance Abuse?*

If You are Disabled because of:
1) alcoholism [under treatment]; or
2) the non-medical use of narcotics, [sedatives, stimulants, hallucinogens, or any other such substance];
then, subject to all other Policy provisions, benefits will be payable for [as long as] You are:
1) confined in a hospital or other place licensed to provide medical care for the disabling condition; or
2) actively participating in a rehabilitative program approved by Us.

Recurrent Disability: *What happens if I recover but become Disabled again?*

Periods of Recovery during the Elimination Period will not interrupt the Elimination Period, if the number of days You return to work as an Active Employee are [less than one-half (1/2) the number of days of Your Elimination Period.]

Any day within such period of Recovery, will not count toward the Elimination Period.

After the Elimination Period, if You return to work as an Active Employee and then become Disabled and such Disability is:

- 1) due to the same cause; or
- 2) due to a related cause; and
- 3) within [6] months of the return to work,

the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided The Policy remains in force.

If You return to work as an Active Employee for [6] months or more, any recurrence of a Disability will be treated as a new Disability. The new Disability is subject to a new Elimination Period and a New Maximum Duration of Benefits.

Period of Disability means a continuous length of time during which You are Disabled under The Policy.

Recover or Recovery means that You are no longer Disabled and have returned to work with the Employer and premiums are being paid for You.

Calculation of Monthly Benefit: *How are my Disability benefits calculated [during the Initial Benefit Period]?*

If You remain Disabled after the Elimination Period, We will calculate Your Monthly Benefit [during the Initial Benefit Period] as follows:

- 1) multiply Your Monthly Income Loss by the [Initial] Benefit [Period] Percentage ;
- 2) compare the result with the Maximum Benefit ; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit.

How are Disability benefits calculated?

If You remain Disabled after the Elimination Period, We will calculate Your Monthly Benefits as follows:

- 1) multiply Your Monthly Income Loss by the Benefit Percentage;
- 2) multiply Your Monthly Income Loss by the Secondary Benefit Percentage; and from this product subtract all Other Income Benefits; and
- 3) identify the Maximum Benefit.

The calculation giving the least amount is Your Monthly Benefit.

Calculation of Monthly Benefit: Return to Work

If You remain Disabled after the Elimination Period, but work while You are Disabled, We will determine Your Monthly Benefit for a period of up to [12 consecutive months] as follows:

- 1) multiply Your Pre-Disability Earnings by the [Initial] Benefit [Period] Percentage;

Section 5 – Benefits (Continued)

Incentive: *How are my Disability benefits calculated?*

- 2) compare the result with the Maximum Benefit; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit. Current Monthly Earnings will not be used to reduce Your Monthly Benefit. However, if the sum of Your Monthly Benefit and Your Current Monthly Earnings exceeds [100%] of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of excess.

The [12 consecutive month] period will start on the last to occur of:

- 1) the day You first start work; or
- 2) the end of the Elimination Period.

If You are Disabled and not receiving benefits under the Return to Work Incentive, [during the Initial Benefit Period,] We will calculate Your Monthly Benefit as follows:

- 1) multiply Your Monthly Income Loss by the [Initial] Benefit [Period] Percentage;
- 2) compare the result with the Maximum Benefit; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit.

Calculation of Monthly Benefit: Return to Work Incentive:

How are my Disability benefits calculated?

If You remain Disabled after the Elimination Period, but work while You are Disabled, We will determine Your Monthly Benefit for a period of up to [12 consecutive months] as follows:

- 1) multiply Your Pre-disability Earnings by the Benefit Percentage;
- 2) multiply Your Pre-disability Earnings by the Secondary Benefit Percentage, and from this product subtract all Other Income Benefits; and
- 3) compare the results with the Maximum Benefit.

The calculation giving the least amount is Your Monthly Benefit. Current Monthly Earnings will not be used to reduce Your Monthly Benefit during this period. However, if the sum of Your Monthly Benefit and Your Current Monthly Earnings exceeds [100%] of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of excess.

If You are Disabled, but You are not receiving benefits under the Return to Work Incentive, We will calculate Your Monthly Benefit as follows:

- 1) multiply Your Monthly Income Loss by the Benefit Percentage;
- 2) multiply Your Monthly Income Loss by the Secondary Benefit Percentage, and from this product subtract all Other Income Benefits; and
- 3) compare the results with the Maximum Benefit.

The calculation giving the least amount is Your Monthly Benefit.

During the Continuing Benefit Period, if [You are not receiving benefits under the Return to Work Incentive, but] You are receiving benefits under Social Security Disability or Social Security Retirement plans, or an alternative plan for federal, state or municipal employees, We will determine Your Monthly Benefit as follows:

- 1) multiply Your Monthly Income Loss by the Initial Benefit Period Percentage;
- 2) compare the result with the Maximum Benefit; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit.

During the Continuing Benefit Period, if You are not receiving benefits [under the Return to Work Incentive, or] under Social Security Disability or Social Security Retirement plans or an alternative plan for federal, state or municipal employees, We will determine Your Monthly Benefit as follows:

- 1) multiply Your Pre-disability Earnings by the Continuing Benefit Period Percentage;
- 2) multiply Your Monthly Income Loss by the Initial Benefit Period Percentage, and deduct all Other Income Benefits; and
- 3) deduct all Other Income Benefits from the Maximum Benefit.

The result of the calculation giving the least amount is Your Monthly Benefit.

Section 5 – Benefits (Continued)

- Calculation of Monthly Benefit:** *What happens if the sum of my Monthly Benefit, Current Monthly Earnings and Other Income Benefits exceeds 100% of my Pre-disability Earnings?*
- If the sum of Your [Monthly Benefit, Current Monthly Earnings and Other Income Benefits] exceeds 100% of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of the excess.
- [However, Your Monthly Benefit will not be less than the Minimum Monthly Benefit.]
- [If an overpayment occurs, We may recover all or any portion of the overpayment, in accordance with the Overpayment Recovery provision.]
- Minimum Monthly Benefit:** *Is there a Minimum Monthly Benefit?*
- Your Monthly Benefit will not be less than the Minimum Monthly Benefit shown in the Schedule of Insurance.
- Partial Month Payment:** *How is the benefit calculated for a period of less than a month?*
- If a Monthly Benefit is payable for a period of less than a month, we will pay 1/30 of the Monthly Benefit for each day You were Disabled.
- Denial of Social Security Benefits:** *After the Initial Benefit Period expires, is there any allowance if I am ineligible for Social Security?*
- If Your Disability prevents You from performing the Essential Duties of Any Occupation, but Your claim for disability benefits under The United States Social Security System, or an alternative plan for federal, state or municipal employees:
- 1) was denied because You have not worked under these systems long enough to be eligible for disability benefits, Your Monthly Benefit during the Continuing Benefit Period will be calculated using the Initial Benefit Period Percentage; or
 - 2) is still pending at the time the Initial Benefit Period expires, benefits may be paid at the Initial Benefit Period Percentage until the earlier to occur of:
 - a) the 12th month following the expiration of the Initial Benefit Period; or
 - b) the final adjudication of Your claim for Social Security disability benefits.

Section 5 – Benefits (Continued)

Termination of Benefit Payment:

When will my benefit payments end?

Benefit payments will stop on the earliest of:

- 1) the date You are no longer Disabled;
- 2) the date You fail to furnish Proof of Loss;
- 3) [the date You are no longer under the Regular Care of a Physician, [unless qualified medical professionals have determined that further medical care and treatment would be of no benefit to You;]]
- 4) [the date You refuse Our request that You submit to an examination by a Physician or other qualified medical professional;]
- 5) the date of Your death;
- 6) [the date You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition.]
- 7) [the last day benefits are payable according to the Maximum Duration of Benefits Table; or]
- 8) [the date Your Current Monthly Earnings:
 - a) are equal to or greater than [80 %] of Your [Indexed] Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation [or a Reasonable Alternative]; or
 - b) [are greater than the lesser of: the product of Your [Indexed] Pre-disability Earnings and the [Initial] Benefit [Period] percentage; or the Maximum Monthly Benefit if You are receiving benefits for being Disabled from Any Occupation;]]]
- 9) the date no further benefits are payable under any provision in The Policy that limits benefit duration;
- 10) the date You refuse to participate in a Rehabilitation program, or refuse to cooperate with or try:
 - a) [modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation or a Reasonable Alternative;
 - b) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation or a Reasonable Alternative;
 - c) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being disabled from Any Occupation; or
 - d) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being disabled from Any Occupation; provided a qualified Physician or other qualified medical professional agrees that such modifications, Rehabilitation program or adaptive equipment accommodate Your medical limitation;] or
- 11) [the date You receive retirement benefits from any employer's Retirement plan, unless:
 - a) You were receiving them prior to becoming Disabled; or
 - b) You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement.]

Family Care

Credit Benefit:

What if I must incur expenses for Family Care Services in order to participate in Rehabilitation?

If You are working as part of a program of Rehabilitation, We will, for the purpose of calculating Your benefit, deduct the cost of Family Care from earnings received from work as a part of a program of Rehabilitation, subject to the following limitations:

- 1) Family Care means the care or supervision of:
 - a) Your children under age [13]; or
 - b) a member of Your household who is mentally or physically handicapped and dependent upon You for support and maintenance;
- 2) the maximum monthly deduction allowed for each qualifying child or family member is:
 - a) [\$350] during the first [6] months of Rehabilitation ; and
 - b) [\$175] thereafter;but in no event may the deduction exceed the amount of Your monthly earnings;
- 3) Family Care Credits may not exceed a total of [\$2,500] during a calendar year;
- 4) the deduction will be reduced proportionally for periods of less than a month;
- 5) the charges for Family Care must be documented by a receipt from the caregiver;
- 6) the credit will cease on the first to occur of the following:
 - a) You are no longer in a Rehabilitation program; or
 - b) Family Care Credits for [24] months have been deducted during Your Disability; and

Section 5 – Benefits (Continued)

- 7) no Family Care provided by a someone Related to the family member receiving the care will be eligible as a deduction under this provision.

Your Current Monthly Earnings after the deduction of Your Family Care Credit will be used to determine Your Monthly Income Loss. In no event will You be eligible to receive a Monthly Benefit under The Policy if Your Current Monthly Earnings before the deduction of the Family Care Credit exceed [80%] of Your [Indexed] Pre-disability Earnings.

Cost-Of-Living Adjustment: *How do my benefits keep pace with inflation?*

We [will] adjust Your Monthly Benefit for increases in the cost-of-living if:

- 1) You have been Disabled for [12 consecutive months]; and
- 2) [You are receiving benefits;] [and
- 3) Your Current Monthly Earnings are less than or equal to 20% of Your Pre-disability Earnings;]

when the Cost-of-Living Adjustment is made. We make the Cost-of-Living Adjustment [each year on January 1st.]

What is the Cost-of-Living Adjustment formula?

We apply the Cost-of-Living Adjustment formula by:

- 1) determining the lesser of:
 - a) [3%]; or
 - b) [1/2] the percentage change in the Consumer Price Index;
- 2) multiplying the resulting percentage (%) times the Monthly Benefit for Disability being received; and
- 3) adding the resulting amount to Your Monthly Benefit.

When will the Cost-of-Living Adjustments end?

You will not receive a Cost-of-Living Adjustment after:

- 1) You cease to be Disabled; [or
- 2) You have received [5] adjustments;] or
- 3) The Policy terminates.

Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, We may use another nationally published index that is [comparable to the CPI-W / approved by the Insurance Commissioner of the state in which the Policy is delivered].

For the purposes of this benefit, the percentage change in the CPI-W means the difference between the current year's CPI-W as of July 31, and the prior year's CPI-W as of July 31, divided by the prior year's CPI-W.

Section 5 – Benefits (Continued)

Survivor Income Benefit: *Will my survivors receive a benefit if I die while receiving Disability Benefits?*

If You were receiving a Monthly [Disability] Benefit at the time of Your death [and You had been receiving such benefits [for at least 12 months]], We will pay a [Survivor Income Benefit], when We receive proof satisfactory to Us:

- 1) of Your death; and
- 2) that the person claiming the benefit is entitled to it.

[We must receive the satisfactory proof for Survivor Income Benefits within 1 year of the date of Your death.]

[[We will pay the Survivor Income Benefit:

- 1) to the beneficiary You designated; or
- 2) if no beneficiary has been designated:
 - a) to Your Surviving Spouse; or
 - b) if no Surviving Spouse, in equal shares to Your Surviving Children;
 - c) [if no Surviving Spouse or Surviving Children, to Your estate.]

[If there is no Surviving Spouse or Surviving Children, then no benefit will be paid.]

However, We will first apply the Survivor Income Benefit to any overpayment which may exist on Your claim.

If a minor child is entitled to benefits, We may, at Our option, make benefit payments to the person caring for and supporting the child until a legal guardian is appointed.

[The Survivor Income Benefit [will be equal to [3] times your Monthly Benefit/is calculated as [3] times the lesser of]:

- 1) Your Monthly Income Loss multiplied by the Benefit Percentage in effect on the date of Your death; or
- 2) The Maximum Monthly Benefit.]

[To designate or change Your designation of beneficiary, You must file a written notice with Us on any form satisfactory to us. Whether You are living or not, any change will relate back and take effect as of the date You signed the written notice. We are not liable for payment of benefits made before receiving written notice.]

Surviving Spouse means Your wife or husband who was not legally separated or divorced from You when You died. [“Spouse” will include Your domestic partner, provided You have executed a Domestic Partner Affidavit acceptable to us, establishing that You and Your partner are domestic partners for purposes of this Policy. You will continue to be considered domestic partners provided You continue to meet the requirements described in the Domestic Partner Affidavit.]

Surviving Children means Your unmarried children, step children, legally adopted children who, on the date You die, are primarily dependent on You for support and maintenance who are under age [19]. The term Surviving Children will also include any other children related to You by blood or marriage [or domestic partnership] and who:

- 1) lived with You in a regular parent-child relationship; and
- 2) were eligible to be claimed as dependents on Your federal income tax return for the last tax year prior to Your death.

[In the event that You are diagnosed with a Terminal Illness while You are:

- 1) eligible for a Monthly Benefit under the Policy; and
- 2) at least [6] Monthly Benefit Payments remain payable to You;

We will pay the Survivor Income Benefit to You on an accelerated basis in one lump sum if:

- 1) [You submit a request that the Survivor Income Benefit be paid on an accelerated basis; and
- 2) We receive proof that You have been diagnosed with a Terminal Illness.

Section 5 – Benefits (Continued)

If the Survivor Income Benefit is paid on an accelerated basis, no additional benefit will be payable under this benefit upon Your death.]

- 1) [Terminal Illness or Terminally Ill means a life expectancy of [6] months or less.]

Extended Earnings Protection Benefit:
Will benefits continue to be paid after my return to work if my earnings are less than Pre-disability Earnings?

This benefit protects Your earnings level after You have returned to work following a period of Disability.

To qualify for this Extended Earnings Protection Benefit, You must:

- 1) have been Disabled under The Policy and received a Monthly Benefit from Us;
- 2) now be working [Full-time] for the Employer [or another employer;]
- 3) be performing all the Essential Duties of Your Occupation [or another occupation;]
- 4) as a result of having been so Disabled, be currently earning less than [80%] of Your Pre-disability Earnings; and
- 5) provide to Us each month, satisfactory proof of Your Current Monthly Earnings.

The Extended Earnings Protection Benefit will be the lesser of:

- 1) the Maximum Monthly Benefit ; or
- 2) Your Monthly Income Loss multiplied by the [Initial] Benefit [Period] Percentage.

The Extended Earnings Protection Benefit will end on the earliest of:

- 1) the date benefits have been payable for a maximum duration of [24] months;
 - 2) the date You are earning at least [80%] of Your Pre-disability Earnings; or
- the date You fail to submit to Us satisfactory proof of Your Current Monthly Earnings.

Workplace Modification Benefit:
Will the Rehabilitation program provide for modifications to my workplace to accommodate my return to work?

We will reimburse Your Employer for the expense of reasonable Workplace Modifications to accommodate Your Disability and enable You to return to work as an Active Employee. You qualify for this benefit if:

- 1) Your Disability is covered by this Policy;
- 2) the Employer agrees to make modifications to the workplace in order to reasonably accommodate Your return to work and the performance of the Essential Duties of Your job; and
- 3) We approve, in writing, any proposed Workplace Modifications.

Benefits paid for such workplace modification shall not exceed the amount equal to the amount of the Maximum Monthly Benefit.

We have the right, at Our expense, to have You examined or evaluated by:

- 1) a Physician or other health care professional; or
- 2) a vocational expert or rehabilitation specialist;

of Our choice so that We may evaluate the appropriateness of any proposed modification.

We will reimburse the Employer's costs for approved Workplace Modifications after:

- 1) the proposed modifications made on Your behalf are complete;
- 2) We have been provided written proof of the expenses incurred to provide such modification; and
- 3) You have returned to work as an Active Employee.

Workplace Modification means change in Your work environment, or in the way a job is performed, to allow You to perform, while Disabled, the Essential Duties of Your job. Payment of this benefit will not reduce or deny any benefit You are eligible to receive under the terms of this Policy.

Section 5 – Benefits (Continued)

Pension

Contribution

Benefit: *Does The Policy also cover contributions to a Pension Plan?*

[If You:

- 1) become Disabled while You are covered under this Pension Contribution Benefit;
- 2) remain Disabled for [365 days] of one continuous period of Disability; and
- 3) are receiving a Monthly Benefit under The Policy;]

We will pay a monthly Pension Contribution Benefit to the trustee or administrator of Your Pension Plan for deposit to Your pension account. The Pension Contribution Benefit will be [the least of:

- 1) [15%] of Your monthly Pre-disability Earnings;
- 2) [\$2,500];
- 3) the amount of the average monthly tax deferred contributions the Employer made to Your Pension Plan during the [12 calendar months] prior to becoming Disabled.]

We will make payments under this benefit according to the rules and regulations of the Internal Revenue Service and the provisions of Your Pension Plan. We will make any such payment that cannot be paid to the trustee or administrator of Your Pension Plan to a deferred annuity account designated by You.

No Pension Contribution Benefit will be payable after Your Monthly Benefit terminates.

Pension Plan means, for the purpose of this Pension Contribution Benefit, a qualified defined contribution pension Plan, profit sharing Plan, or other Plan approved by Us, in which You are participating as a result of Your employment with the Employer.

Infectious And Contagious Disease

Benefit: *If it is disclosed that I carry an Infectious and Contagious Disease, will The Policy cover the income lost as the result of limitations placed on my license or reduced patronage?*

You will be eligible to receive an Infectious and Contagious Disease Benefit when You have been covered by this benefit for a period of [12 months], and You provide verification that:

- 1) You carry an Infectious and Contagious Disease; and
- 2) You first tested positive for the Infectious and Contagious Disease after the effective date of this benefit; and
- 3) You are not Disabled but one or more of the following has happened:
 - a) Your license to practice Your Occupation has been revoked; or
 - b) You or Your license have limitations or restrictions imposed, and as a result You are unable to perform all of the Essential Duties of Your Occupation; or
 - c) it has been disclosed that You are infected with an Infectious and Contagious Disease; and
- 4) throughout a period of time equal in length to the [Elimination Period,] You have suffered a loss of earnings in excess of [20]% of Your Pre-disability Earnings immediately prior to disclosure; and
- 5) You have never refused to be immunized against the Infectious and Contagious Disease for which You are claiming this benefit.

What qualifies as an Infectious and Contagious Disease?

To qualify as an Infectious and Contagious Disease, a disease must be:

- 2) categorized by the Center for Disease Control as Infectious and Contagious; and
- 3) life threatening to You or persons with whom You may come in contact.

What will my monthly benefit be?

[We calculate the benefit as the lesser of;

- 1) the Maximum Monthly Benefit; or
- 2) Your earnings loss multiplied by the [Initial] Benefit [Period] Percentage.

Your earnings loss is determined by deducting Your Pre-disability Earnings after disclosure from Your Pre-disability Earnings prior to disclosure.]

Section 5 – Benefits (Continued)

How long may an Infectious and Contagious Disease Benefit be paid?

We will stop paying this benefit on the earliest of:

- 1) the date Your Pre-disability Earnings are equal to or greater than [80]% of Your Pre-disability Earnings prior to disclosure;
- 2) the date You die;
- 3) the date You become eligible for Disability benefits under the terms of this Policy;
- 4) the date We determine You have not made every effort to continue to work in Your Occupation [on a full-time basis];
- 5) the date You no longer participate with Us in seeking and applying for suitable alternate work based on Your training, education, experience, and comparable income;
- 6) the end of the Maximum Duration of Benefits [Table/Payable] of The Policy; or
- 7) [the end of [2 years] from the date this benefit begins.]

Activities of Daily Living Benefit:
What is the Activities of Daily Living Benefit?

We will pay You the Activities of Daily Living Benefit if:

- 1) a Monthly Benefit is payable;
- 2) You become Cognitively Impaired or unable to perform [two or more] Activities of Daily Living (ADLs) for which You cannot be reasonably accommodated by adaptive equipment:
 - a) [during or after the Elimination Period, and]
 - b) for at least [30 consecutive days;] and
- 3) the Disability and such impairment or inability begins while You are covered under this benefit.

The Activities of Daily Living Benefit will be [10% of Your Monthly Income Loss, but not greater than the lesser of:

- 1) [\$5000]; or
- 2) the Maximum Monthly Benefit.]

[The maximum payment period for this benefit will be [X years].]

[We will pay the benefit to You monthly. For periods of less than one month, We will pay 1/30th of the Activities of Daily Living Benefit for each day of covered loss.]

The Activities of Daily Living Benefit will not:

- 1) be reduced by Other Income Benefits;
- 2) increase or reduce other benefits under The Policy; [or
- 3) be subject to the Cost of Living Adjustment.]

You are not restricted in any way as to Your use of this Activities of Daily Living Benefit.

We will stop paying You the Activities of Daily Living Benefit on the date:

- 1) Your Monthly Benefit terminates;
- 2) You are not Cognitively Impaired and You are able to perform [five or more] ADLs;[or
- 3) You reach the maximum payment period shown in this benefit.]

Cognitively Impaired means You suffer severe deterioration, or loss of:

- 1) memory;
- 2) orientation; or
- 3) the ability to understand or reason;

so that You are unable to perform common tasks such as, but not limited to, medication management, money management and using the telephone. The impairment in intellectual capacity must be measurable by standardized tests.

Section 5 – Benefits (Continued)

Activities of Daily Living (ADLs) means the following functions performed with or without equipment or adaptive devices:

- 1) bathing Yourself by being able to either:
 - a) wash Yourself in a tub or shower devices; or
 - b) give Yourself a sponge bath;
- 2) dressing Yourself by putting on and taking off needed garments and any braces or artificial limbs necessary for You to wear;
- 3) using the toilet by being able to get to and from, and on and off the toilet, and performing the associated hygienic tasks; or
- 4) transferring from bed to chair or wheelchair; or
- 5) bladder and bowel control by being able to either:
 - a) voluntarily control bowel and bladder function; or
 - b) maintain a reasonable level of person hygiene, if You are not so able; and
- 6) feeding Yourself, once the food has been prepared and made available to You.

Accidental Dismemberment and Loss of Sight Benefit: *What*

benefits are payable for dismemberment or loss of sight due to an Injury?

If, while covered under The Policy, You sustain an accidental bodily injury, which results in any of the following Losses within [90 days] after the date of accident, We will pay the Monthly Benefit, after the Elimination Period, for at least the number of months shown opposite the Loss.

For Loss of	Minimum Number of Monthly Benefit Payments
[Both Eyes	46
Both Hands or Both Feet	46
One Hand and One Foot	46
One Hand and One Eye	46
One Foot and One Eye	46
One Hand or One Foot	23
One Eye	15
Thumb and Index Finger of Either Hand	12]

[**Loss** means, with regard to:

- 1) hands and feet, actual severance through or above wrist or ankle joints;
- 2) eyes, entire and irrecoverable Loss thereof;
- 3) thumb and index finger, actual severance through or above the metacarpophalangeal joints.]

If You incur more than one of the listed Losses as the result of the same accident, the number of monthly benefit payments that You will receive will be limited to the Loss for which the greatest number of monthly benefit payments are shown in the above Schedule.

Benefits may continue to be payable to You after the Minimum Number of Monthly Benefit Payments have been made, if You remain Disabled. If You die after the Elimination Period, but before the minimum number of monthly benefit payments have been made, the remaining monthly benefit payments will be made to Your estate.

Section 5 – Benefits (Continued)

Business Protection Benefit: *Are additional Disability Benefits paid to compensate for business revenue lost when I am Disabled?*

We will pay a [Monthly] Business Protection Benefit to the Employer if You:

- 1) are actively engaged on a full-time basis in the business of the Employer, and fall within a class of persons that is covered by The Policy, and You are:
 - a) the sole proprietor of the Employer if the Employer is a sole proprietorship; or
 - b) a general partner of the Employer if the Employer is a partnership; or
 - c) a Member of a Limited Liability Company if the Employer is a Limited Liability Company; and
- 2) become Disabled while You are covered under this Business Protection Benefit; and
- 3) remain Disabled for the longer of:
 - a) the Elimination Period; or
 - b) [90] consecutive days; and
- 4) are receiving a [Monthly] Benefit for the Disability under the group insurance policy.

We calculate the [Monthly] Business Protection Benefit as the [lesser of:

- 1) [15]% of Your [Pre-disability Earnings]; or
- 2) [\$2,500].]

Is a benefit paid if I am Disabled and Working?

[If You are Disabled and Working, We will proportionately reduce the Business Protection Benefit according to the following formula:

$$\text{Business Protection Benefit Payable} = (A - B) \times C$$

A

where

A = Your Pre-Disability Earnings

B = Your current [Monthly] earnings

C = The Business Protection Benefit payable if You were Totally Disabled.]

How long will this benefit be paid?

We will stop paying the Business Protection Benefits on the earliest of:

- 1) [the date You cease to be Disabled;
- 2) the date [12 monthly] benefits have been paid under this Benefit;
- 3) the date You cease to be the proprietor, a partner, or a [Member,]if applicable, of the Employer; or
- 4) the date You die.

In no event will this benefit continue to be payable beyond a date shown in the Termination of Benefit Payment provision.]

Cafeteria Plan Election Restriction

The Policy is a part of a Cafeteria Plan sponsored by Your employer and governed by the requirements of Section 125 of the Internal Revenue Code. The rules of the Cafeteria Plan will supersede any provisions of the Policy which are in conflict with them.

Cafeteria Plans are subject to the following restriction:

The benefits You elect during the enrollment period will remain in effect until the next enrollment period.

Section 125 allows exception to this rule only in specified situations, including Change in Family Status and commencement or termination of employment.

[Rehabilitation Bonus: *What happens if I successfully complete an approved program of Rehabilitation?*

If You successfully complete an approved program of Rehabilitation, You will be eligible for an additional benefit equal to [1] times Your Monthly Benefit.

The benefit will be subject to all applicable terms and conditions of the Policy. We will pay the benefit in one lump sum.]

Section 6 - Exclusions and Limitations

Exclusions: *What Disabilities are not covered?*

[The Policy does not cover, and We will not pay a benefit for any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused [or contributed to by] war or act of war (declared or not);
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation;
- 5) caused [or contributed to] by an intentionally self-inflicted [Injury];
- 6) unless it is the result of a work-related [Injury or Sickness] sustained in the course of performing tasks for the Employer;
- 7) for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; or
- 8) sustained as a result of doing any work for pay or profit for [any/another] employer, including self-employment.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by the Employer; and
- 2) was terminated before the Effective Date of The Policy,

no benefits will be payable for the Disability under The Policy.]

Pre-Existing Condition

Limitation: *Are benefits limited for Pre-existing Conditions?*

[We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition,] [unless, at the time You become Disabled:

- 1) You have not received Medical Care for the condition for [180] consecutive day(s)] while insured under The Policy; or
- 2) [You have been continuously insured under The Policy for [365] consecutive day(s)].

Pre-existing Condition means:

- 1) any [accidental bodily injury, sickness,] Mental Illness, pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such [accidental bodily injury, sickness,] Mental Illness, pregnancy, or Substance Abuse;

for which You received Medical Care during the [90] day period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

Section 7 - General Provisions

- Notice of Claim:** You must give Us, [or Our representative,] [written] notice of a claim within [30 days] after Disability [or loss] occurs. If You cannot give notice within that time, You must give it to Us as soon as reasonably possible. Such notice must include Your name, Your address and the Policy Number.
- When should I notify the Company of a claim?*
- [If You are Disabled and become eligible for the Activities of Daily Living Benefit, You must file a separate Notice of Claim within [30 days] of becoming eligible.]
- Claim Forms:** We [or Our representative] will send forms to You to provide Proof of Loss, within [15 days] of receiving a Notice of Claim. If We do not send the forms within [15 days], You may submit any other [written] proof which fully describes the nature and extent of Your claim.
- Are special forms required to file a claim?*
- [Proof of loss is typically provided by telephone; however, if forms are required, they will be sent to You for providing Proof of Loss within [15 days] after We receive a notice of claim.]
- Proof of Loss:** [Proof of Loss may include but is not limited to the following:
- What is Proof of Loss?*
- 1) documentation of:
 - a) the date Your Disability began;
 - b) the cause of Your Disability;
 - c) the prognosis of Your Disability;
 - d) Your Pre-disability Earnings, Current [Monthly] Earnings or any income, including but not limited to copies of Your filed and signed federal and state tax returns; and
 - e) evidence that You are under the Regular Care of a Physician;
 - 2) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
 - 3) the names and addresses of all:
 - a) Physicians or other qualified medical professionals You have consulted;
 - b) hospitals or other medical facilities in which You have been treated; and
 - c) pharmacies which have filled Your prescriptions within the past three years;
 - 4) Your signed authorization for Us to obtain and release:
 - a) medical, employment and financial information; and
 - b) any other information We may reasonably require;
 - 5) Your signed statement identifying all Other Income Benefits; and
 - 6) proof that You and Your dependents have applied for all Other Income Benefits which are available.
- You will not be required to claim any retirement benefits which You may only get on a reduced basis.] All proof submitted must be satisfactory to Us.
- Additional Proof of Loss:** To assist Us in determining if You are Disabled, or to determine if You meet any other term or condition of The Policy, We have the right to require You to:
- What additional proof of loss is the Company entitled to?*
- 1) meet and interview with our representative; and
 - 2) be examined by a Physician, vocational expert, functional expert, or other medical or vocational professional of Our choice.
- Any such interview, meeting or examination will be:
- 1) at Our expense; and
 - 2) as reasonably required by us.
- Your Additional Proof of Loss must be satisfactory to Us. Unless We determine You have a valid reason for refusal, We may deny, suspend or terminate Your benefits if You refuse to be examined or meet to be interviewed by Our representative.
- Sending Proof of Loss:** Written Proof of Loss must be sent to Us within [90 days] after the start of the period for which We are liable for payment. If proof is not given by the time it is due, it will not affect the claim if:
- When must proof of Loss be given?*
- 1) it was not possible to give proof within the required time; and
 - 2) proof is given as soon as possible; but
 - 3) not later than [1 year] after it is due, unless You are not legally competent.
- We may request Proof of Loss throughout Your Disability. In such cases, We must receive the proof within [30 days] of the request.

Section 7 - General Provisions (Continued)

- Claim Payment:**
When are benefit payments issued?
- When We determine that You;
- 1) are Disabled; and
 - 2) eligible to receive benefits;
- We will pay accrued benefits at the end of each month that You are Disabled. We may, at Our option, make an advance benefit payment based on Our estimated duration of Your Disability. If any payment is due after a claim is terminated, it will be paid [as soon as Proof of Loss satisfactory to Us is received].
- Benefits are not payable for any period during which You are confined to a penal or correctional institution if the period of confinement exceeds 30 days.
- Claims to be Paid:**
To whom will benefits for my claim be paid?
- All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any payment is owed to:
- 1) Your estate;
 - 2) a person who is a minor; or
 - 3) a person who is not legally competent;
- then We may pay up to [\$1,000] to a person who is Related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.
- Claim Denial:**
What notification will I receive if my claim is denied?
- If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written notification will:
- 1) give the specific reason(s) for the denial;
 - 2) make specific reference to the Policy provisions on which the denial is based;
 - 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
 - 4) provide an explanation of the review procedure.
- Claim Appeal:**
What recourse do I have if my claim is denied?
- On any claim, You or Your representative may appeal to Us for a full and fair review. To do so:
- 1) You must request a review upon written application within:
 - a) [180 days] of receipt of claim denial if the claim requires Us to make a determination of disability; or
 - b) [60 days] of receipt of claim denial if the claim does not require Us to make a determination of disability; and
 - 2) You may request copies of all documents, records, and other information relevant to Your claim; and
 - 3) You may submit written comments, documents, records and other information relating to Your claim.
- We will respond to You in writing with Our final decision on the claim.
- [Social Security:**
When must I apply for Social Security Benefits?
- You must apply for Social Security disability benefits when the length of Your Disability meets the minimum duration required to apply for such benefits. You must apply within [45 days] from the date of Our request. If the Social Security Administration denies Your eligibility for benefits, You will be required:
- 1) to follow the process established by the Social Security Administration to reconsider the denial; and
 - 2) if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.]
- Benefit Estimates:**
How does the Company estimate Disability benefits under the United States Social Security Act?
- We reserve the right to reduce Your [Monthly] Benefit by estimating the Social Security disability benefits You [or Your spouse and children] may be eligible to receive.
- When We determine that You [or Your Dependent] may be eligible for benefits, We may estimate the amount of these benefits. We may reduce Your [Monthly] Benefit by the estimated amount. Your [Monthly] Benefit will not be reduced by estimated Social Security disability benefits if:
- 1) You apply for Social Security disability benefits and pursue all required appeals in accordance with the Social Security provision; and
 - 2) You have signed a form authorizing the Social Security Administration to release information about awards directly to Us; and

Section 7 - General Provisions (Continued)

- 3) You have signed and returned Our reimbursement agreement, which confirms that You agree to repay all overpayments.

If We have reduced Your [Monthly] Benefit by an estimated amount and:

- 1) You [or Your Dependent] are later awarded Social Security disability benefits, We will adjust Your [Monthly] Benefit when We receive proof of the amount awarded, and determine if it was higher or lower than Our estimate; or
- 2) Your application for Social Security disability benefits has been denied, We will adjust Your [Monthly] Benefit when You provide Us proof of final denial from which You cannot appeal from an Administrative Law Judge of the Office of Hearing and Appeals.

If Your Social Security benefits were lower than we estimated, and We owe You a refund, We will make such refund in a lump sum. If Your Social Security Benefits were higher than we estimated, and If Your [Monthly] Benefit has been overpaid, You must make a lump sum refund to Us equal to all overpayments, in accordance with the Overpayment Recovery provision .

Overpayment:

When does an overpayment occur?

An overpayment occurs:

- 1) when We determine that the total amount We have paid in benefits is more than the amount that was due to You under the Policy; or
- 2) when payment is made by Us that should have been made under another group policy.

This includes, but is not limited to, overpayments resulting from:

- 1) [retroactive awards received from sources listed in the Other Income Benefits definition;
- 2) failure to report, or late notification to Us of any Other Income Benefit(s) or earned income;
- 3) misstatement;
- 4) fraud; or
- 5) any error We may make.]

Overpayment

Recovery: *How does the Company exercise the right to recover overpayments?*

We have the right to recover from You any amount that We determine to be an overpayment. You have the obligation to refund to Us any such amount. Our rights and Your obligations in this regard may also be set forth in the reimbursement agreement You will be required to sign when You become eligible for benefits under this Policy.

If benefits are overpaid on any claim, You must reimburse Us within [30 days.]

If reimbursement is not made in a timely manner, We have the right to:

- 1) recover such overpayments from:
 - a) [You;
 - b) any other organization;

 - c) any other insurance company;
 - d) any other person to or for whom payment was made; and
 - e) Your estate.]
- 2) reduce or offset against any future benefits payable to You or Your survivors, [including the Minimum [Monthly] Benefit,] until full reimbursement is made. Payments may continue when the overpayment has been recovered;
- 3) refer Your unpaid balance to a collection agency; and pursue and enforce all legal and equitable rights in court.

Section 7 - General Provisions (Continued)

Subrogation: *What are the Company's subrogation rights?*

If You:

- 1) suffer a Disability because of the act or omission of a Third Party;
- 2) become entitled to and are paid benefits under The Policy in compensation for lost wages; and
- 3) do not initiate legal action for the recovery of such benefits from the Third Party in a reasonable period of time;

then We will be subrogated to any rights You may have against the Third Party and may, at Our option, bring legal action against the Third Party to recover any payments made by Us in connection with the Disability.

Third Party as used in this provision, means any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under the Policy.

Reimbursement: *What are the Company's Reimbursement Rights?*

We have the right to request to be reimbursed for any benefit payments made or required to be made under the Policy for a Disability for which You recover payment from a Third Party.

If You recover payment from a Third Party as:

- a) a legal judgment;
- b) an arbitration award; or
- c) a settlement or otherwise;

You must reimburse Us for the lesser of:

- a) the amount of payment made or required to be made by Us; or
- the amount recovered from the Third Party less any reasonable legal fees associated with the recovery.

Legal Actions: *When can legal action be taken against Us?*

Legal action cannot be taken against Us:

- 1) sooner than [60 days] after the date proof of loss is given; or
- 2) 6 years after the date [Written] Proof of Loss is required to be given according to the terms of The Policy.

Insurance Fraud: *How does the Company deal with fraud?*

Insurance Fraud occurs when You [and/or Your Employer] provide Us with false information or files a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You [and/or Your Employer] commit Insurance Fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit Insurance Fraud. We will pursue all available legal remedies if You [and/or Your Employer] perpetrate Insurance Fraud.

Misstatements: *What happens if facts are misstated?*

If material facts about You were not stated accurately:

- 1) Your premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

[No statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You.]

Policy Interpretation: *Who interprets the terms and conditions of The Policy?*

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. This provision applies where the interpretation of The Policy is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).



COMPANION LIFE INSURANCE COMPANY
7909 Parklane Road, Suite 200, Columbia, South Carolina 29223-5666
P.O. Box 100102, Columbia, South Carolina 29202-3102
(803) 735-1251

[Unemployment Premium Waiver Option Rider]

[If a Covered Person, while insured, becomes unemployed, the Company will waive the Covered Person's premiums. To qualify for benefits under this Rider the Covered Person must receive unemployment compensation for at least 60 consecutive days. Premiums will be waived for 12 months even if the Covered Person returns to work. This option can only be exercised once over the life of the policy; the Rider itself is renewable to age 60 or until the date the Covered Person exercises it.]

This rider forms a part of [The Policy to which it is attached] and [all] certificates given in connection with The Policy.

This rider becomes effective [on the later to occur of:

- a) the effective date of the Policy or certificate to which this rider is attached; or
 - b) the first day of the month on or next following the date e accept Your application and required premium.]
- In consideration of the required additional premium and submission of satisfactory evidence of insurability, the following benefit is added to The Policy and certificates:]

In all other respects, The Policy and certificates remain the same.

Signed for Companion Life Insurance Company

A handwritten signature in black ink, appearing to read 'Trescott N. Hinton, Jr.', written in a cursive style.

Trescott N. Hinton, Jr.
President

<i>SERFF Tracking Number:</i>	<i>CMLX-125642164</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Companion Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>38937</i>
<i>Company Tracking Number:</i>	<i>GLDAR0001801F01</i>		
<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.003 Long Term</i>
<i>Product Name:</i>	<i>DIEM01GR08</i>		
<i>Project Name/Number:</i>	<i>DIEM01GR08/GLDAR0001801F01</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CMLX-125642164 State: Arkansas
Filing Company: Companion Life Insurance Company State Tracking Number: 38937
Company Tracking Number: GLDAR0001801F01
TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
Product Name: DIEM01GR08
Project Name/Number: DIEM01GR08/GLDAR0001801F01

Supporting Document Schedules

Satisfied -Name: Certification/Notice	Review Status: Approved-Closed	05/15/2008
Comments:		
Attachments:		
AR - READABILITY CERTIFICATION.PDF		
Insurer Information Notice.PDF		
Satisfied -Name: Application	Review Status: Approved-Closed	05/15/2008
Comments:		
Attachment:		
Application 11383.PDF		
Satisfied -Name: Filing Fee Check	Review Status: Approved-Closed	05/15/2008
Comments:		
Attachment:		
Filing Fee Check.PDF		
Satisfied -Name: List of Variables - Policy	Review Status: Approved-Closed	05/15/2008
Comments:		
Attachment:		
List of Variables - Policy.PDF		
Satisfied -Name: List of Variables - Certificate	Review Status: Approved-Closed	05/15/2008
Comments:		
Attachment:		
List of Variables - Certificate.PDF		

STATE OF ARKANSAS
READABILITY CERTIFICATION

COMPANY NAME: Companion Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
SLTDP-610	40.79
SLTDC-620	42.7

Signed: 
Name: Karl Kemmerlin
Title: Vice President and CFO
Date: May 9, 2008

INSURER INFORMATION NOTICE

Any questions regarding The Policy may be directed to our Sales Office indicated below:

[Companion Life Insurance Company
7909 Parklane Road, Suite 200
Columbia, South Carolina 29223-5666
1-800-753-0404]

If the question is not resolved, the Arkansas Insurance Department may be contacted at:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street, Room 340
Little Rock, Arkansas 72201-1904

Telephone: 1-800-852-5494 or
501-371-2640

This notice is for information only and does not become a condition of The Policy.

GROUP APPLICATION

Service
Quality
Flexibility ...

APPROVED

OCT 7 1998

INSURANCE COMMISSIONER
STATE OF ARKANSAS

COMMITMENT



Companion Life

A Lifetime of Commitment

Companion Life Insurance Company
P.O. Box 100102
51 Clemson Rd., Suite C
Columbia, SC 29229
1-800-753-0404



**APPLICATION FOR GROUP LIFE, AD&D,
SHORT TERM AND LONG TERM DISABILITY INSURANCE, VOLUNTARY STD AND LTD**

EMPLOYER INFORMATION

1. FULL LEGAL NAME OF EMPLOYER (as it should appear in policy) _____ Telephone Number (____) _____
Area Code
2. EMPLOYER'S FEDERAL TAX ID NUMBER _____
3. ADDRESS Street _____ Post Office Box _____ Zip _____
City _____ County _____ State _____ Zip _____
4. ADMINISTRATIVE CORRESPONDENCE with the applicant should be addressed to:
Name _____ Title _____
5. NATURE OF BUSINESS _____
6. REQUESTED EFFECTIVE DATE (12:01 a.m.): _____, 19____
7. PREMIUMS ARE TO BE PAID MONTHLY.
8. Are there subsidiary or affiliate businesses covered under this plan? Yes No
If YES, please state name and nature of each subsidiary or affiliate: _____

- Are separate billings required? Yes No If YES, please provide billing instructions: _____

9. Type of Administration: Home Office-administered Self-administered _____
10. Will the requested insurance replace existing insurance? Yes No If YES, give coverage, name of existing carrier, and
proposed termination date: _____

EMPLOYEE ELIGIBILITY

11. The normal work week for full-time employees is _____ hours.
Eligibility: All regular full-time employees working a minimum of _____ hours per week.
(The minimum work week for full-time employees to be eligible for benefits is 30 hours. Employees working less than 30 hours per week may be acceptable for Life and STD. Contact Companion Life for approval. Voluntary STD requires a minimum of 35 hours per week. LTD requires a minimum of 30 hours per week.)
12. The employee waiting period for participation is:
 None (effective on next billing date).
 After _____ days of continuous employment (30, 60, etc.).
 After _____ months of continuous employment (1, 2, etc.).
13. Current eligible employees are to be covered immediately.
14. Employees hired after the plan effective date are to be covered:
 First of the month following completion of the waiting period.
 Fifteenth of the month following completion of the waiting period.
15. Number of Eligible Employees: _____
16. Number of Enrolled Employees: _____
17. SCHEDULE OF BENEFITS (If space provided is inadequate, please attach additional page.)

CLASS DEFINITIONS (Describe Below)	BASIC LIFE /AD&D	SUPPLEMENTAL LIFE /AD&D	SHORT TERM DISABILITY	LONG TERM DISABILITY	VOLUNTARY STD	VOLUNTARY LTD
Percent of Premium Paid by Employer	%	%	%	%	%	%

SPECIFICATIONS FOR INSURANCE

18. Are there any ineligible classes or divisions? Yes No If YES, please describe: _____
19. Are any eligible employees disabled at this time? Yes No If YES, please describe: _____
20. Is a Section 125 Plan in effect? Yes No
Indicate which Companion Life Benefits will be subject to the Section 125 Plan?
 Life & AD&D STD LTD Dental Voluntary Life Voluntary STD Voluntary LTD Voluntary Dental None
21. BASIC LIFE AND AD&D BENEFITS reduce as follows (select one):
- 35% at age 65, 50% at age 70. Benefits terminate when employee is no longer actively at work.
 - 35% at age 65, 50% at age 70, and then 75% at age 75. Benefits terminate when employee is no longer actively at work.
 - 50% at age 70, and then 70% at age 75. Benefits terminate when employee is no longer actively at work.
 - ____% at age ____ and then ____% at age ____ and then ____% at age ____ . Benefits terminate when employee is no longer actively at work.
22. SUPPLEMENTAL LIFE AND AD&D BENEFITS reduce as follows (select one):
- 35% at age 65, 50% at age 70. Benefits terminate when employee is no longer actively at work.
 - 35% at age 65, 50% at age 70 and then 75% at age 75. Benefits terminate when employee is no longer actively at work.
 - 50% at age 70 and then 70% at age 75. Benefits terminate when employee is no longer actively at work.
23. THE REDUCTION SCHEDULES above must be the same as shown in your quotation; otherwise, the rates quoted are subject to review.
24. AD&D BENEFITS Yes No
25. BASIC LIFE AND AD&D guaranteed issue amount: \$ _____ SUPPLEMENTAL LIFE guaranteed issue amount: \$ _____
26. DEPENDENT LIFE BENEFITS Yes No
- A. Spouse Amount: \$ _____ (Cannot exceed 50% of employee's Life amount)
 - B. Maximum Child Amount: \$ _____ (Cannot exceed 50% of employee's Life amount)
 - C. Coverage for children continues until age _____, or to age _____ if a full-time student.
 - D. Percent of Premiums paid by Employer: _____ %
27. SHORT TERM DISABILITY (STD) BENEFITS Yes No (Excludes Occupational injury or sickness)
- A. Benefits are payable from _____ day accident and _____ day sickness for maximum of _____ weeks.
 - B. First Day Hospital Coverage: Yes No
 - C. Full Maternity coverage is included.
 - D. For Benefits expressed as a Flat Amount, the Maximum Benefit will be the lesser of the Flat Amount or 70% of weekly earnings.
28. VOLUNTARY STD Yes No
- A. In order for a group to enroll in Voluntary STD, an employer-paid Companion Life Group Term Life Insurance program must be implemented.
 - B. Enrollment minimum of 10 employees or 15% of Group required, whichever is greater.
 - C. \$100 flat weekly benefit, or
 60% of weekly earnings to _____ (\$100 minimum)
 - D. Benefits are payable from first day accident and eighth day sickness for a maximum of _____ weeks (choice of 13 or 26 weeks).
 - E. Full Maternity coverage is included.
 - F. A 6/12 Pre-existing Condition limitation applies.
 - G. Voluntary STD coverage excludes Occupational injury or sickness.
 - H. The coverage is not available if another STD program from Companion Life is in force.

29. TRUE GROUP LONG TERM DISABILITY BENEFITS Yes No
- A. Benefits are payable after an Elimination Period of _____ days. B. Benefits are _____ % of Basic Monthly Earnings.
- C. Maximum Monthly Benefit is not to exceed \$ _____ D. Minimum Monthly Benefit is \$ _____
- E. Maximum Benefit period will be:
 To Age 65 (Reducing Benefit Duration)
 5 Years
 2 Years
- F. Benefit integration will be as follows: Primary and Family Social Security (standard) Primary Social Security
- G. Optional Policy Features to be included are:
 As specified in the proposal (please attach), or
 Specified as follows: _____
- H. Pre-Existing Condition Exclusion: (10-25 Lives)
 Standard: 12/6/24 not available in CO, FL, GA, MD, MS, PA, SC, WA, WI
 FL & PA: 3/6/12
 Others: 12/12
 (26+ Lives)
 Standard: 3/6/12

30. VOLUNTARY LONG TERM DISABILITY BENEFITS Yes No
- Companion Cornerstone Plan**
 A. Maximum Benefit period will be: Two Years/Reducing Benefit Duration or Five Years/Reducing Benefit Duration
 B. Elimination Period: 90 days or 180 days
 C. All employees receive coverage equal to 50% of their earnings to a maximum monthly benefit of \$3,000.
- Companion Prime Plan**
 A. Maximum Benefit period will be: Five Years/RBD (All Causes) or Five Years/RBD for Sickness, Age 65/RBD for Injury
 B. Elimination Period: 90 days or 180 days
 C. All employees receive coverage equal to 60% of their earnings to a maximum monthly benefit of \$5,000.

31. SPECIAL REQUESTS/INSTRUCTIONS: _____

EMPLOYER'S SIGNATURE

PLEASE READ CAREFULLY

Quotations were based on the proposal data submitted to Companion Life. Final premium rates will be determined on the basis of the actual composition of the group of persons who become insured.

If the initial deposit is at least equal to the first month's premium, and if the requested insurance is acceptable under Companion Life's current rules and practices, insurance under the terms of the policy shall be effective on the effective date requested. Otherwise, insurance becomes effective only when a policy is delivered and accepted in writing. In the interim, liability is limited to a return of the original deposit. Only Companion Life's home office has the authority to guarantee the acceptability of the requested insurance.

Dated at _____ this _____ day of _____, 19 _____

 (Signature of Employer) (Title) (Witness)

AGENT'S REPORT

32. INITIAL DEPOSIT (Minimum first month's premium is required.): \$ _____
33. Are all the employees to be insured for Disability Income covered by Workers Compensation? Yes No
 If NO, explain: _____
34. Have you explained to the employer that an employee not actively at work on the policy effective date will not be covered until such employee returns to active work full time unless approved in writing by an underwriter or officer of Companion Life?
 Yes No Remarks: _____
35. Is there another group insurance plan(s) which duplicates any of the benefits applied for with this application that will remain in force or be placed concurrently with this plan(s)? Yes No If YES, please describe the benefit amounts and purpose(s) of this plan(s): _____
36. Is Agent or Broker licensed in the State of this group for the types of insurance solicited? Yes No
37. To the best of the Agent's or Broker's knowledge, replacement is is not involved with this transaction.
38. Print name of Agent/Broker _____ License No. _____
39. Signature of Agent/Broker _____ Date _____

FRAUD WARNING (Not Applicable in AZ, FL, MD, OR, VA): Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits (in TX, may be committing) a fraudulent insurance act, which is a crime and subjects (in KS, which may be determined by a court of law to be a crime which subjects) such person to criminal and civil penalties.

FRAUD WARNING (FL only): Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.



ARKANSAS DEPARTMENT OF INSURANCE

CHECK NUMBER 000398137 CHECK AMOUNT 50.00 VENDOR 68441G SOURCE CL1 DATE 05/09/08
INVOICE PURCHASE
NUMBER ORDER ACCT COSTING AMOUNT
EK12910014 8613 50.00 D

4119115 21276 0 177

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER - SEE BACK FOR DETAILS

Bank of America
Bank of America Customer Connection
Bank of America of Texas, N.A.32-1
1110

NO. 000398137

---CASHIER---
For your protection
require two ID's from payeeCompanion Life Insurance Company
P. O. Box 100102
Columbia, South Carolina 29223-5666
(803) 735-1251

MAY 09, 2008

*****50.00

VOID SIX MONTHS FROM DATE OF ISSUE

FIFTY AND 00/100

DOLLARS
CL1PAY
TO THE
ORDER
OF

ARKANSAS DEPARTMENT OF INSURANCE

68441G

⑈0000398137⑈ ⑆111000012⑆ 375 001 266 2⑈

Statement of Variable Language
Group Policy of Incorporation

SLTDP-610

Introduction: This statement of variable material (SOVL) shows the language we intend to substitute, delete or change. Variable language is identified by brackets ([]) in each module of Form SLTDP-610. Each module is identified in this SOVL and each variable within each module is numbered on the form. These numbers directly correspond with the numbers on the SOVL for the appropriate module.

Constant Variables

1	Wherever the term "the Employer" appears, it may be changed to "Your employer" or some other term to accommodate non-Employer groups
2	Wherever the term "Employee" appears, it may be changed to "Member" or "Associate" or some other term, to reflect the case specifics
3	Wherever the term "Policyholder" appears, it may be changed to "Employer" or "Organization" or some other term to reflect the case specifics

Page #	Description	Variable #	Description of Variables
	Policy Face page	1	Fill-in information will vary by Policyholder; fill-in items may be deleted in whole or in part.
		2	signatures will change if officers change
		3	may be in or out; 10 days may be 30, 45, 60, 90 or 180
		4	"Licensed Resident Agent" may be deleted if not required by statute
2	Table of Contents	1	table of contents may be expanded and detailed
3	Schedule of Insurance	1	list of benefits will be amended to meet specifics of the case
3		2	items in list may be deleted or added to to meet specifics of the case; reference to employees may be changed to members or some other term to reflect the case specifics
4	Premium Provisions	1	reference to "child/spouse coverage, if applicable," may be deleted
4		2	entire paragraph is optional language - used if premiums are based on age of Employee; "birthday language" may be replaced by "on each January 1st thereafter" or "on each Policy Anniversary date thereafter" to meet case specifics
4		3	may be deleted or one or the other item may be deleted to meet case specifics
4		4	paragraph will be deleted if no LTD sold
4		5	references to 31 days may be 31 to 90 days
4		6	provision may be in or out; 6 months may be 6-36 months; benefit references will be amended to reflect case specifics
4		7	paragraph will be deleted if no rate guarantee provision included
4		8	31 may be 31 to 90
4		9	paragraph will be deleted if no rate guarantee provision included
4		10	10% may be 10-25%
5	Premium Provisions	1	may be deleted
5		2	may be deleted
5		3	may be deleted; if used, actual Policy numbers will be shown
6	Premium Schedule		information on page is illustrative
7	Participating [Entities]	1	wherever "Entities/Entity" is used, may be: organization, firm, employer or some other description of participating entity
7		2	may be: on January 1 of each year or some other recurring date
7		3	may be deleted
7		4	may be: on January 1 of each year or some other recurring date
7		5	may be Employee
7		6	entire provision may be deleted
7		7	any or all items may be deleted or amended to meet case specifics
7		8	may be deleted
7		9	any item in list may be deleted to meet case specifics
8	Participating [Entities]	1	wherever "Entities/Entity" is used, may be: organization, firm, employer or some other description of participating entity; other language is illustrative
9	Policy Provisions	1	wherever "Entities/Entity" is used, may be: organization, firm, employer or some other description of participating entity
9		2	may be 2-5 years
9		3	may be 6-36 months
9		4	may be 31-90 days
9		5	may be deleted
9		6	each reference to 30 may be 30-180 days

Page #	Description	Variable #	Description of Variables
9		7	may be 31-90 days
9		8	may be deleted
9		9	may be 31-90 days
9		10	may be 10-100% or may be deleted
9		11	may be 10-100% or may be deleted
9		12	may be 10-200 or may be deleted
9		13	may be 6-36 months
9		14	may be 31-90 days
9		15	may be 10-200 or may be deleted
9		16	may be 25-85% or may be deleted
9		17	may be 31-90 days
10	Policy Provisions	1	may be deleted
10		2	may be "after the first Policy Anniversary Date"
10		3	actual date may be stated or 31 may be 31-90 days
10		4	actual date may be stated
10		5	may be 12-36 months
10		6	any or all items may be deleted or amended to meet case specifics
10		7	may be once each year or 2-5 years
10		8	may be once each year or 2-5 years
10		9	may be deleted
11	Incorporation provision		information on page is illustrative

Statement of Variable Language
Group Disability Income Insurance

SLTDC-620

Introduction: This Statement of Variable Language (SOVL) shows the language we intend to substitute, delete or change. Variable language is identified by brackets ([]) in each module of Form SLTDC-620. Each module is identified in this SOVL and each variable within each module is numbered on the form. These numbers directly correspond with the numbers on the SOVL for the appropriate module.

Constant Variables					
Page #	Module #	Description	Variable #	Description of Variables	Use
1		Wherever the term "the Employer" appears, it may be changed to "Your employer" or some other term to accommodate non-Employer groups			
2		Wherever the term "Employee" appears, it may be changed to "Member" or "Associate" or some other term, to reflect the case specifics			
3		Wherever the term "Policyholder" appears, it may be changed to "Employer" or "Organization" or some other term to reflect the case specifics			
4		Wherever "Monthly" appears, may be changed to "weekly" or some other period to reflect the case specifics			
5		Wherever a reference to "Your Spouse" appears, it may be deleted if Spouse Disability coverage not offered; if that is the case, all other references will agree with no spouse coverage offered (eg. he or she deleted)			
6		Wherever the word "Policy" appears, it may be replaced by "Plan" or some other term to accommodate the structure of the Policyholder			
7		Companion Life Insurance Company may be Companion Life			
12		Face page	1	Fill-in information will vary by Policyholder; fill-in items may be deleted in whole or in part and may be located on Schedule of Insurance	
12			2	signatures will change if officers change	
13			1	Table of Contents may be expanded and detailed	
14		Schedule of Insurance		language on page is illustrative and will be edited to reflect the case specifics	
14		Cost of coverage	1	edit accordingly for contributory vs. non-contributory plan	
14		Eligible Classes	2	30 to 40 hours standard for full time employment, if approved by underwriting	
14		Eligible Classes	3	part-time employment coverage must be approved by underwriting	
14		Annual Enrollment Period	4	Included only if the Employer offers an Annual Enrollment Period	
14		Maximum Monthly Benefit	5	\$1,000 - \$8,000	
14		Guaranteed Issue Amount	6	Guarantee Issue amount is non-standard, it is available as a plan design option if approved by underwriting	
14		Minimum Monthly Benefit	7	\$100 or %10	
14		Initial Benefit Period Percentage	8	Requires underwriting approval	
14		Continuing Benefit Period Percentage	9	Requires underwriting approval	
14		Eligibility Waiting Period for Coverage	10	Edit to reflect case-specific waiting period; may be shown in days, weeks or months	
14		Elimination Period	11	180 days is standard, may be 60-365 days with underwriting approval	
15		Definitions		Note: Definitions may be deleted in their entirety if not applicable and/or placement in certificate may change	
15		Actively at Work	1	actual number of hours may be stated here	
15			2	paragraph may be deleted; specific items may be deleted or amended to meet the case specifics.	
15		Active [Employee]	1	description may be revised to meet the case specifics; Employee may be Member or Associates or some other term to reflect the case specifics	
15		Any Occupation	1	clause and items 1 and 2 may be deleted	

Page #	Module #	Description	Variable #	Description of Variables	Use
15			2	may be: 40-100% of Your Indexed Pre-disability Earnings	
15			3	may be deleted	
15			4	Maximum Monthly Benefit may be shown here	
15		Bonuses	1	clause may be deleted or "monetary" may be deleted	
15			2	clause and items 1 and 2 may be deleted	
15			3	number will be 12 to 60 months or may be expressed in Calendar Years (1-5) or weeks (1-52)	
15			4	may be actual date	
15			5	may be specific period noted above	
15		Commissions	1	clause may be deleted or "monetary" may be deleted	
15			2	clause and items 1 and 2 may be deleted	
15			3	number will be 12 to 60 months or may be expressed in Calendar Years (1-5) or weeks (1-52)	
15			4	may be actual date	
15			5	may be specific period noted above	
15		Current Monthly Earnings	1	may show other source of income, eg: "Your law practice" etc...	
15			2	may be deleted	
15			3	may be 6-24 months	
15			4	may be deleted	
15		Disability or Disabled	1	may be deleted	
16		Disability or Disabled	1	may be deleted	
16			2	may be deleted	
16			3	may be 60-100%	
16			4	may be deleted	
16			5	may be deleted	
16			6	may be 60-100%	
16			7	may be 6-24 months or expressed in years	
16			8	may be 60-100%	
16			9	may be deleted	
16			10	may be deleted	
16			11	may be deleted	
16			12	may be deleted	
16			13	may be 60-100%	
16			14	may be deleted	
16		Disability or Disabled	1	may be 6-60 months or expressed in years	
16			2	may be 60-100%	
16			3	may be deleted	
16			4	may be deleted	
16			5	may be 12-60 months or expressed in years	
16			6	may be deleted	
16			7	may be 60-100%	

Page #	Module #	Description	Variable #	Description of Variables	Use
16			8	may be 6-24 months or expressed in years	
16			9	may be 60-100%	
16			10	may be deleted	
16			11	may be deleted	
16			12	may be deleted	
16			13	may be deleted	
17			14	may be 60-100%	
17			15	may be deleted	
17		Disability or Disabled	1	may be deleted	
17			2	may be deleted	
17			3	may be 6-60 months or expressed in years	
417			4	may be 60-100%	
17			5	may be deleted	
17			6	may be deleted	
17			7	may be 60-100%	
17			8	may be 6-24 months or expressed in years	
17			9	may be 60-100%	
17			10	may be deleted	
17			11	may be deleted	
17			12	may be deleted	
17			13	may be deleted	
17			14	may be 60-100%	
17			15	may be deleted	
17		Elimination Period	1	may be deleted	
17			2	may be deleted	
17		Employer	1	may be Participating Employer or some other description, or Employer will be named	
17		Essential Duty	1	number of hours will be shown - will be 20-80; or sentence deleted	
17		Indexed Pre-disability Earnings	1	percentage may be from 3-15	
18			2	may be 12-36 months or expressed in years	
18			3	entire clause may be deleted	
18			4	may be 5-10	
18			5	may be "approved by the Insurance Commissioner of the state in which the Policy is delivered."	
18		Mental Illness			
18		[Monthly] Benefit	1	the entire phrase may or may not be included depending on case specifics	
18			2	may be 9, 10, 11 or 12 months	
18		Monthly Income Loss			

Page #	Module #	Description	Variable #	Description of Variables	Use
18		Other Income Benefits		Note: the following definition of Other Income Benefits shows what we intend to use as a determination of other income benefits - for most Policyholders. However, we reserve the right to amend, alter or revise these definitions to reflect the nature of the Policyholder and/or accommodate his or her request	
18			1	may be deleted	
18			2	may be deleted	
18			3	may be deleted	
18			4	may be deleted	
18			5	may be deleted	
18			6	may be deleted	
18			7	may be 80-100%	
18			8	may be 80-100%	
18			9	may be deleted	
18			10	may be deleted	
18			11	may be deleted	
19			12	may be deleted	
19			13	may be deleted	
19			14	may be deleted	
19			15	may be deleted	
19			16	may be deleted or may be 12 to 60 months	
20		Participating [Employer]	1	description may be revised to meet the case specifics and to describe the participating entity.	
20		Physician			
20		Pre-disability Earnings	1	items from this list may be deleted to correspond with Policyholder composition	
20			2	monthly may be annual or weekly	
20			3	number will be 1 to 10 or "tax" may be deleted	
20			4	may be deleted	
20			5	may be deleted	
20			6	any from this list may be deleted or other items may be added to reflect the case specifics	
20		Pre-disability Earnings	1	description of class will be shown or reference deleted	
20			2	monthly may be annual or weekly	
20			3	any from this list may be deleted or other items may be added to reflect the case specifics	
20			4	number will be 1 to 10	
20			5	may be deleted	
20			6	may be deleted	
20			7	any from this list may be deleted or other items may be added to reflect the case specifics	
20		Pre-disability Earnings	1	description of class will be shown or reference deleted	
20			2	may be deleted	

Page #	Module #	Description	Variable #	Description of Variables	Use
20			3	any from this list may be deleted or other items may be added to reflect the case specifics	
20			4	may be deleted	
20			5	may be deleted	
20			6	any from this list may be deleted or other items may be added to reflect the case specifics	
20			7	may be deleted	
20		Prior Policy	1	actual policy and insurance carrier may be stated here; this will be an accurate description of the Prior Policy	
20			2	name of Employer/Policyholder may be stated here	
21		Regular Care of a Physician			
21		Rehabilitation	1	list may be amended, added to or items deleted to reflect current practices and/or advances in rehabilitation as available	
21		Related	1	actual relationship may be stated or phrase deleted	
21		Retirement Plan	1	list may be amended, added to or items deleted to reflect Policyholder's retirement plans	
21		Substance Abuse	1	may be deleted	
21		The Policy	1	Policyholder name and Policy number may be stated	
21		Tips and Tokens	1	may be deleted	
21			2	clause may be deleted or "monetary" may be deleted	
21			3	clause and items 1 and 2 may be deleted	
21			4	number will be 12 to 60 months or may be expressed in Calendar Years (1-5) or weeks (1-52)	
21			5	may be actual date	
21			6	may be specific period noted above	
22		We, Our, or Us	1	Companion Life Insurance Company or Companion Life may be identified here	
22		Your Occupation	1	may be deleted; may be used with next paragraph; more specific description may be used	
22			2	may be deleted; may be used with preceding paragraph; more specific description may be used	
22		You or Your			
23		Eligibility and Enrollment			
23		Eligible Persons: Who is Eligible for Coverage?			Optional module if language is not in Policy of Incorporation
23		Eligibility Waiting Period for Coverage: When will I become Eligible?	1	may be deleted if no waiting period for coverage	Optional module if language is not in Policy of Incorporation
23		Enrollment: How do I enroll for coverage?	1	sentences may be deleted; references to Option 1 and Option 2 will be deleted or will .reflect plans offered; Active Employees may be changed to reflect composition of the group and/or those eligible for which options offered	Optional module if language is not in Policy of Incorporation
23			2	option(s) available may be stated here	

Page #	Module #	Description	Variable #	Description of Variables	Use
23			3	may be deleted if no voice/electronic enrollment offered; specific instructions may be included here	
23			4	entire section may be deleted or may be revised to accommodate Guaranteed Issue program	
23			5	may be 31-60 days	
23			6	reference to Annual Enrollment and/or Change in Family Status may be deleted or revised	
23			7	Annual Enrollment may some other designation or time period	
23			8	may be 31-60 days	
23			9	may be deleted or Annual Enrollment may be referred to by some other designation	
23		[Evidence of Insurability: What is Evidence of Insurability?	1	items in list may be added to or deleted; Written may include telephonic and/or electronic	Optional module if language is not in Policy of Incorporation
23			2	may be "Our"	
23		[Change in Family Status: What constitutes a Change in Family Status?	1	list may be added to or items may be deleted	Optional module if language is not in Policy of Incorporation
24		Effective Date: When does my coverage start?	1	may be deleted or reference to "the Policy's costs" may be "the cost of coverage"	Optional module
24			2	may be deleted	
24			3	may be deleted	
24			4	may be deleted or reference to "the Policy's costs" may be "the cost of coverage"	
24			5	may be "the first day of the month following the date"	
24			6	may be deleted	
24			7	may be "the first day of the month following the date"	
24			8	may be deleted	
24			9	may be 31-60 days	
24			10	may be "the first day of the month following the date"	
24			11	may be deleted	
24			12	may be deleted or may be some other reference	
24			13	may be deleted	
24		Deferred Effective Date: Will coverage take effect if I am not Actively at Work on the date my coverage is to start?	1	may be Complications of Pregnancy	Optional module
24			2	may be deleted	
24			3	may be deleted	
24		Changes in Coverage: Can I change my benefit options?	1	either item may be deleted or a specific date maybe listed or may be at some other time or section may be deleted	Optional module
24			2	may be 31-60 days	
24			3	may be deleted	
24			4	may be deleted or may reference options or dollar amounts specifically	
24			5	section may be deleted	

Page #	Module #	Description	Variable #	Description of Variables	Use
24			6	"the date" or "the first day of the month" may be some other time reference or item may be deleted	
24			7	item 2 may be deleted	
24			8	Change in Family Status section may be deleted	
24			9	may be 31-60 days	
24			10	item 2 may be deleted	
24			11	may be deleted or either item deleted	
24			12	may be deleted or class described	
24			13	may be deleted or class described	
25			14	may be deleted or either item deleted	
25		Continuity From A Prior Policy: Is there continuity of coverage from a Prior Policy?	1	section may be revised to require eligibility under the Prior Policy or some other criteria based on language of the Prior Policy; either item may be deleted or second item may be "receiving benefits under the Prior Policy"	Optional module
25			2	entire section may be deleted if no pre-existing condition limitation under the policy	
25			3	may be deleted	
25			4	may be Part-time, temporary or other kind of employee	
25			5	date may be specified	
25			6	may be 1-12 months	
25		Termination: When will my coverage stop?	1	the date may be "the last day of the month following the month in which" or may be "the premium due date on or next following"	Optional module
25			2	item may be deleted	
25			3	the date may be "the last day of the month following the month in which" or may be "the premium due date on or next following"	
25			4	the date may be "the last day of the month following the month in which" or may be "the premium due date on or next following"	
25			5	item may be deleted	
25			6	may be "the date" or other period of time	
25			7	list may be amended, added to or items deleted	
25			8	may be deleted or "Part time" may be added or replace "Full time"	
25			9	may be deleted	
26		Continuation Provisions: Can my insurance be continued?		NOTE: the specific types of continuation listed in this provision may be added to based on the Employer's plan of continuation specific to his or her particular business needs and requirements	Optional module
26			1	may be deleted	
26			2	reference to class and/or Participating Employer may be deleted	
26			3	provision may be deleted	
26			4	may be non-medical	
26			5	may be "for [30] days after the date" where 30 may be 30-365 or may be expressed in months	
26			6	provision may be deleted	

Page #	Module #	Description	Variable #	Description of Variables	Use
26			7	may be "for [X] days after the date" where "X" days may be 30-365 or may be expressed in months	
26			8	provision may be deleted	
26			9	may be 12-52 and/or second clause deleted	
26			10	provision may be deleted	
26			11	may be "for [X] days after the date" where "X" days may be 30-365 or may be expressed in months	
26			12	provision may be deleted	
26			13	may be medical, non-medical or non-paid	
26			14	may be "for [X] days after the date" where "X" days may be 30-365 or may be expressed in months	
26			15	provision may be deleted	
26			16	May be 8-52 weeks; or may be replaced by "8-52 weeks, or longer if required by other applicable law."	
26			17	may be deleted	
26		Coverage while Disabled: Does my insurance continue while I am Disabled and no longer an Active Employee?	1	either item may be deleted	Optional module
26		Waiver of Premium: Am I required to pay Premiums while I am Disabled?	1	items 1 or 2 may be deleted or specific date specified in item 2 or some other time period specified	Optional module
26		Extension of Benefits for Total Disability: Do my benefits continue if the Policy terminates?			Optional module
27		Conversion Right: If my coverage under the Policy stops, do I have a right to conversion?	1	may be deleted	Optional module
27			2	may be deleted	
27			3	may be 12-60 months or expressed in years	
27			4	may be deleted if no limiting age	
27			5	may be deleted if only one class	
27			6	may be deleted if only one class	
27			7	may be deleted	
27		How do I Convert my Coverage?	1	may be 31-60 days	Optional module
27		Benefits			
27		Disability Benefit: What are my Disability Benefits under The Policy?		may be deleted	one of four Disability benefit modules will be used, all others optional
27		Mental Illness And Substance Abuse Benefits: Are benefits limited for Mental Illness[or Substance Abuse?]	1	may be deleted	
27			2	item may be deleted; items listed may be added to or deleted	

Page #	Module #	Description	Variable #	Description of Variables	Use
27			3	paragraph may be replaced by: Benefits will be payable: 1) for as long as you are confined in a hospital or other place licensed to provide medical care for the disabling condition; or, 2) if not confined, or after you are discharged and still disabled, for a total of [24 months] for all such disabilities during your lifetime. OR Benefits will be payable only for so long as you are confined in a hospital or other place licensed to provide medical care for the disabling condition.	
27			4	24 months may be 12-60 months	
27			5	24 months may be 12-60 months	
27			6	may be 60-180 days	
28			7	may be 7-30 days	
28			8	may be 60-180 days	
28			9	may be 7-30 days	
28			10	may be 7-30 days	
28		Substance Abuse Limitation: Are benefits limited for alcoholism or Substance Abuse?	1	may be deleted	
28			2	Items listed may be added to or deleted	
28			3	may be "up to 60 months"	
28		Recurrent Disability: What happens if I Recover but become Disabled again?	1	may be "equal to" and 7-365 days may be stated	
28			2	may be 3-9 months	
28			3	may be 3-9 months	
28		Calculation of Monthly Benefit: How are my Disability benefits calculated [during the Initial Benefit Period]?	1	may be deleted	
28			2	may be deleted	
28			3	may be deleted	
28		Calculation of Monthly Benefit: Return to Work Incentive: How are my Disability benefits calculated?	1	may be 12-36 months or expressed in years	
28			2	may be deleted	
28			3	may be deleted	
29			4	may be 60-100%	
29			5	may be 12-60 months or expressed in years	
29			6	may be deleted	

Page #	Module #	Description	Variable #	Description of Variables	Use
29			7	may be deleted	
29			8	may be deleted	
29		Calculation of Monthly Benefit: Return to Work Incentive: How are my Disability benefits calculated?	1	may be 12-60 months or expressed in years	
29			2	may be 60-100%	
29			3	may be deleted	
29			4	may be deleted	
30		Calculation of Monthly/Weekly Benefit: What happens if the sum of [my Monthly Benefit, Current Monthly Earnings and Other Income Benefits] Exceeds 100 % of my Pre-disability Earnings?	1	Monthly Benefit may be added to Current Earnings and/or Other Income Benefits for the purpose of this provision.	
30			2	statement may or may not be included depending on case specifics	
30			3	statement may or may not be included depending on case specifics	
30		Minimum Monthly Benefit: Is there a Minimum Monthly Benefit?			
30		Partial Month Payment: How is the benefit calculated for a period of less than a month?			
30		Denial of Social Security Benefits: After the Initial Benefit Period expires, is there any allowance if you are ineligible for Social Security?			
31		Termination of Payment: When will my benefit payments end?	1	item may be deleted	
31			2	may be deleted	
31			3	may be deleted	
31			4	may be deleted	
31			5	may be deleted	
31			6	may be deleted	
31			7	may be 60-100%	
31			8	may be deleted	
31			9	may be deleted	
31			10	may be deleted	
31			11	may be deleted	
31			12	may be deleted	
31			13	may be deleted	
31			14	each one of items a-d may be deleted or combined	
31			15	may be deleted	

Page #	Module #	Description	Variable #	Description of Variables	Use
31		Family Care Credit Benefit: What if I must incur expenses for Family Care Services in order to participate in a Rehabilitation program?	1	may be age 10-26	
31			2	may be \$100-\$800	
31			3	may be 6-12 months	
31			4	may be \$100-\$400	
31			5	may be \$2500-\$10,000	
31			6	may be 12-36 months or expressed in years	
32			7	may be 80-100%	
32			8	may be deleted	
32		Cost•Of•Living Adjustment: How do my benefits keep abreast of inflation?	1	may be "We may"	
32			2	may be 12-36 months or expressed in years	
32			3	item may be deleted	
32			4	item may be deleted or % may be 20-50%	
32			5	may be Policy Anniversary or some other date	
32			6	may be 3-15%	
32			7	may be 3/4 or deleted	
32			8	may be deleted	
32			9	may be 5 to unlimited	
32			10	may name comparable CPI-W indicator or: "approved by the Insurance Commissioner of the state in which the Policy is being delivered."	
33		Survivor Income Benefit: Will my survivors receive a benefit if I die while receiving Disability Benefits?	1	the term "Disability" may be deleted depending on case specifics	optional module
33			2	phrase may be deleted	
33			3	may be 12-36 months or expressed in years and/or "or have met the Elimination Period" may be added	
33			4	may be called something else or deleted or "benefit" may be substituted	
33			5	statement may be deleted	
33			6	may be:[The Survivor Income Benefit will only be paid: 1) to Your Surviving Spouse; or 2) if no Surviving Spouse, in equal shares to Your Surviving Children.] If there is no Surviving Spouse or Surviving Children, then no benefit will be paid.]	
33			7	either 1) or 2) or both may be included or deleted	
33			8	may be deleted	
33			9	may be deleted	

Page #	Module #	Description	Variable #	Description of Variables	Use
33			10	or may show actual dollar amount or may state: "The Survivor Income Benefit amount is shown in the Schedule"; or monthly benefit amount and maximum payment period language may be substituted	
33			11	optional benefit amount may be shown here where "3" may be "3-12"	
33			12	beneficiary language may be deleted	
33			13	may be deleted	
33			14	19 may be 19-26	
33			15	may be deleted	
33			16	entire option may be deleted	
33			17	may be 6-12 months or an equivalent number of weeks	
33			18	may include one statement or the other or both 1) and 2)	
34			19	may be 6-12 months	
34		Extended Earnings Protection Benefit: Will benefits continue to be paid after my return to Active Employment if my earnings are less than Pre •disability Earnings?	1	may be deleted or "Part time" may be added or replace "Full time"	
34			2	may be deleted	
34			3	may be deleted	
34			4	may be 60-80%	
34			5	may be deleted	
34			6	may be deleted	
34			7	may be 3-24 months	
34			8	may be 60-80%	
34		Workplace Modification Benefit: Will the Rehabilitation program provide for modifications to my workplace to accommodate my return to work?			
35		Pension Contribution Benefit: Does this Policy also cover contributions to a Pension Policy?	1	may be 1 year; may be 1-5 years or all items may be replaced with language to accommodate Policyholder request and practice	
35			2	may be deleted and flat amount stated	
35			3	may be 15-75%; entire list may be amended to meet the case specifications	
35			4	may be \$2,500-\$10,000	
35			5	may be 12-36 months or expressed in years or may be deleted	
35		Infectious And Contagious Disease Benefit: If it is disclosed that I carry an Infectious and Contagious Disease, will the Policy cover the income lost as the result of limitations placed on my license or reduced patronage?	1	may be 6-36 months or expressed in years or may be 1-26 weeks	

Page #	Module #	Description	Variable #	Description of Variables	Use
35			2	may be Benefit Commence period	
35			3	may be 20-60%	
35			4	may be replaced by the following: We will use the following calculation to determine Your [Weekly/Monthly] Benefit: Weekly/Monthly Benefit = $\frac{(A - B) \times C}{A}$ Where A = Your Pre disability Weekly/Monthly Earnings. B = Your Current Weekly/Monthly Earnings. C = The [Weekly/Monthly Benefit] payable if You were Totally Disabled.]	
35			5	may be deleted	
35			6	may be deleted	
36			7	may be 40-80%	
36			8	may be deleted or some other determinate may be listed	
36			9	may be either table or payable	
36			10	may be deleted	
36			11	may be 1-5 years or 1-26 weeks	
36		Activities of Daily Living Benefit: What is the Activities of Daily Living Benefit?	1	may be 2-4	
36			2	either item may be deleted	
36			3	may be 30-90 days	
36			4	flat benefit amount may be stated here or % may be 10-40; monthly may be revised to meet specifications of the case	
36			5	\$5,000 may be \$5,000 - \$15,000	
36			6	may be deleted	
36			7	may be 1 - 10 years	
36			8	may be deleted	
36			9	may be deleted	
36			10	may be 2-5	
36			11	may be deleted or maximum shown here	
37		Accidental Dismemberment and Loss of Sight Benefit: What benefits are payable for dismemberment or loss of sight due to an accidental bodily injury?	1	may be 90-365 days	
37			2	items may be added to loss table	
37			3	items will correspond to loss table	

Page #	Module #	Description	Variable #	Description of Variables	Use
38		Business Protection Benefit: Are additional Disability Benefits paid to compensate for business revenue lost when I am Disabled?	1	may be 90-365 days	
38			2	may be edited to reflect case specifics	
38			3	may be 15%-25%	
38			4	may be "Monthly Income Loss"	
38			5	may be \$2,500-\$5,000	
38			6	may be deleted	
38			7	items in list may be deleted to, amended or added to or last item deleted	
38			8	may be 12-36	
38		Cafeteria Plan Election Restriction			
38		[Rehabilitation Bonus: What happens if I successfully complete an approved program of Rehabilitation?	1	entire module may or may not be included	optional module
38			2	May be 1-12 times the Monthly Benefit	
39		Exclusions			
39		Exclusions: What Disabilities are not covered?	1	items in this list may be deleted	optional module
39			2	phrase may be deleted	
39			3	may be deleted	
39			4	may be "accidental bodily injury" and "sickness" if LTD	
39			5	may be "accidental bodily injury" and "sickness" if LTD	
39			6	may be any or another	
39		Pre-Existing Condition Limitation: Are benefits limited for Pre-existing Conditions?	1	may be: We will pay benefits, or an increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition for a limited number of days as shown in the Schedule.	Optional module
39			2	may be deleted	
39			3	may be 90-365 days; 3-12 months	
39			4	may be deleted	
39			5	may be 90-365 days; 3-12 months	
39			6	may be deleted	
39			7	may be deleted	
39			8	may be 30-730 days; 1-24 months	
40		GENERAL PROVISIONS			
40		Notice of Claim: When should I notify the Company of a claim?	1	may be deleted	Always included
40			2	"written" may be deleted or may be "written, electronic or telephonic" or any variation thereof	
40			3	may be 15-90 days	
40			4	may be deleted	

Page #	Module #	Description	Variable #	Description of Variables	Use
40			5	may be deleted	
40			6	may be 15-90 days	
40		Claim Forms: Are special forms required to file a claim?	1	may be deleted	Always included
40			2	may be 15-45 days	
40			3	may be 15-45 days	
40			4	"written" may be deleted or may be "written, electronic or telephonic" or any variation thereof	
40			5	may be deleted	
40			6	may be 15 - 45 days	
40		Proof of Loss: What is Proof of Loss?	1	list may be added to or items may be deleted	Always included
40		Additional Proof of Loss: What additional proof of loss is the Company entitled to?			Optional module
40		Sending Proof of Loss: When must proof of Loss be given?	1	may be 90-180 days	Always included
40			2	may be 1-2 years	
40			3	may be 30-90 days	
41		Claim Payment: When are benefit payments issued?	1	may be "immediately"	Either H06 or H07 will be used
41		Claims to be Paid: To whom will my claim be paid?	1	may be \$1,000 - \$7,000	Always included
41		Claim Denial: What notification will I receive if my claim is denied			Always included
41		Claim Appeal: What recourse do I have if my claim is denied?	1	may be 180-365 days	Always included
41			2	may be 60-180 days	
41		Social Security: When must I apply for Social Security Benefits?	1	may be 30-180 days	Optional module
41		Benefit Estimates: How does the Company estimate Disability benefits under the United States Social Security Act?			Optional module
42		Overpayment: When does an overpayment occur?	1	items in list may be added to or deleted	Optional module
42		Overpayment Recovery: How does the Company exercise the right to recover overpayments?	1	may be 30-90 days	Optional module
42			2	items in list may be added to or deleted	
42			3	may be deleted	

Page #	Module #	Description	Variable #	Description of Variables	Use
43		Subrogation: What are the Company's subrogation rights?	1	definition of "Third Party" may be included in next provision if this provision deleted.	Optional module
43		Reimbursement: What are the Company's Reimbursement Rights?			Optional module
43		Legal Actions: When can legal action be taken?	1	may be 60-180 days	Always included
43			2	may be 3-6 years	
43			3	may be deleted	
43		Fraud: How does the Company deal with fraud?	1	may be "Your Third Party Administrator" / "Policyholder" / "Association" / "Organization" or the like	Always included
43			2	may be "Your Third Party Administrator" / "Policyholder" / "Association" / "Organization" or the like	
43			3	may be "Your Third Party Administrator" / "Policyholder" / "Association" / "Organization" or the like	
43		Misstatements: What happens if facts are misstated?	1	may be deleted; or "except fraudulent misstatements" may be added	Always included
43		Policy Interpretation: Who interprets Policy terms and conditions?			Optional module
44		Rider Language	1	rider language may be attached to any benefit or provision herein in order to provide additional or optional benefits or provisions after the certificate is issued; may also be used to amend variable language in certificate after issue.	Optional module
44			2	Policyholder name and Policy number may be stated	
44			3	may be "certain" certificates	
44			4	actual effective date may be stated here	
44			5	may be deleted	
44			6	signatures will change if officers change	

SERFF Tracking Number: CMLX-125642164 *State:* Arkansas
Filing Company: Companion Life Insurance Company *State Tracking Number:* 38937
Company Tracking Number: GLDAR0001801F01
TOI: H11G Group Health - Disability Income *Sub-TOI:* H11G.003 Long Term
Product Name: DIEM01GR08
Project Name/Number: DIEM01GR08/GLDAR0001801F01

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Long Term Disability Certificate	05/09/2008	SLTDC-620.PDF



COMPANION LIFE INSURANCE COMPANY
 7909 Parklane Road, Suite 200, Columbia, South Carolina 29223-5666
 P.O. Box 100102, Columbia, South Carolina 29202-3102
 (803) 735-1251

(A stock insurance company)

[Policyholder: ABC Policyholder]
 [Policy Number: XXX-XXXXXXXX]
 [Policy Effective Date: DATE]
 [Policy Anniversary Date: DATE]

[Participating Entity]
 [Account Number: XXXXXXXX]

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and The Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for the Company

Trescott N. Hinton, Jr.
 President

**GROUP LONG TERM DISABILITY INSURANCE CERTIFICATE
 RENEWAL AT OPTION OF THE COMPANY**

A note on capitalization in this certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

Deleted: INSURER INFORMATION NOTICE

Any questions regarding The Policy may be directed to our Sales Office indicated below:

>(fill in sales office address and telephone number)

If the question is not resolved, the Arkansas Insurance Department may be contacted at:

Arkansas Insurance Department
 Consumer Services Division
 1200 West Third Street, Room 340
 Little Rock, Arkansas 72201-1904
 Telephone: 1-800-852-5494

This notice is for information only and does not become a condition of The Policy.

Page Break

Table of Contents

Your certificate is divided into the following sections:

Section 1 – Schedule of Insurance

Section 2 – Definitions

Section 3 – Eligibility and Enrollment

Section 4 – Period of Coverage

Section 5 – Benefits

Section 6 - Exclusions and Limitations

Section 7 – General Provisions]

Section 1 - Schedule of Insurance

[The Policy of long term Disability insurance provides You with long term income protection if You become Disabled from a covered injury, Sickness or pregnancy. **Please refer to Your group enrollment form to see the Option that applies to You.**

The benefits described herein are those in effect as of DATE.

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Cost of coverage:

- Option 1 - You do not contribute toward the cost of coverage under Option 1.
- Option 2 - You must contribute toward the cost of coverage under Option 2.

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Eligible Class(es) for Coverage: All Full-time and Part-time Active Employees who are citizens or legal residents of the United States, its territories and protectorates; excluding temporary, leased or seasonal employees.

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- Full-time Employment: at least # hours weekly
- Part-time Employment: at least # hours weekly, but less than # hours weekly

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Annual Enrollment Period: MONTH & DAY through MONTH & DAY.

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Maximum Monthly Benefit: \$XXXXXXX

Guaranteed Issue Amount: \$XXXXXXX

Minimum Monthly Benefit: the greater of:

- 1) \$ # ; or
- 2) # % of the benefit based on Monthly Income Loss before the deduction of Other Income Benefits.

In accordance with Arkansas state law, in no event however will the Minimum Monthly Benefit be less than \$50.00.

Initial Benefit Period Percentage:

- Option 1: #%
- Option 2: #%

Continuing Benefit Period Percentage:

- Option 1: #% of Pre-disability Earnings
- Option 2: #% of Pre-disability Earnings

Eligibility Waiting Period for Coverage:

- Option 1: X days/weeks/months of continuous service
- Option 2: X days/weeks/months of continuous service

You will be eligible for coverage on the first day of the month on or next following the date on which You complete the Eligibility Waiting Period for Coverage.

The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time or Part-time Active Employee with the Employer in an eligible class under the Prior Policy.

Elimination Period:

- Option 1: X day(s)
- Option 2: X day(s)

Maximum Duration of Benefits Table

Age When Disabled	Benefits Payable
Prior to Age 62	To Age 65, or for 48 months, if greater
Age 62	48 months
Age 63	42 months
Age 64	36 months
Age 65	30 months
Age 66	27 months
Age 67	24 months
Age 68	21 months
Age 69 and over	18 months]

Section 2 – Definitions

- [Actively at Work]** means at work with [the Employer] on a day that is one of [the Employer's] scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your Occupation:
- 1) in the usual way; and
 - 2) for [Your usual number of hours.]
- [We will consider You Actively at Work on a day that is not a scheduled work day only if You were Actively at Work on the preceding scheduled work day.]
- Active [Employee]** means [an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.]
- Any Occupation** means any occupation for which You are qualified by education, training or experience, [and that has an earnings potential greater than the lesser of:
- 1) [the product of Your Indexed Pre-disability Earnings and the [Initial] Benefit Period Percentage]; or
 - 2) [the Maximum Monthly Benefit.]]
- Bonuses** means the [monthly average of monetary] bonuses You received from [the Employer] [over:
- 1) the [X month] period ending [immediately prior to the date] You became Disabled; or
 - 2) the period of time You worked for [the Employer,] if shorter than [the above period/X months.]]
- Commissions** means the [monthly average of monetary] commissions You received from [the Employer] [over:
- 1) the [X month] period ending [immediately prior to the date] You became Disabled; or
 - 2) the period of time You worked for [the Employer,] if shorter than [the above period/X months.]]
- [Current Monthly Earnings]** means [Monthly] earnings You receive from:
- 1) [the Employer; and
 - 2) other employment;]
- while You are Disabled.
- [However, if the other employment is a job You held in addition to Your job with the Employer, then during any period that You are entitled to benefits for being Disabled from Your Occupation, only the portion of Your earnings that exceed Your average earnings from the other employer over the [6 month] period just before You became Disabled will count as Current [Monthly] Earnings.]
- [Current [Monthly] Earnings also includes the pay You could have received for another job or a modified job if:
- 1) such job was offered to You by the Employer, or another employer, and You refused the offer; and
 - 2) the requirements of the position were consistent with:
 - a) Your education, training and experience; and
 - b) Your capabilities as medically substantiated by Your Physician.]
- [Disability or Disabled]** means You are prevented from performing one or more of the Essential Duties of Any Occupation as a result of:
- 1) accidental bodily injury;
 - 2) Sickness;
 - 3) Mental Illness;
 - 4) Substance Abuse; or
 - 5) pregnancy.]

Section 2 – Definitions (Continued)

[Disability or Disabled

means You are prevented from performing one or more of the Essential Duties of:

- 1) Your Occupation [or a Reasonable Alternative Job offered to You by the Employer,] during the Elimination Period; and
- 2) Your Occupation [or a Reasonable Alternative Job offered to You by the Employer,] following the Elimination Period, and as a result Your Current Monthly Earnings are [less than 80%] of Your [Indexed] Pre-disability Earnings.

If at the end of the Elimination Period, You are prevented from performing one or more of the Essential Duties of Your Occupation, [or a Reasonable Alternative Job offered to You by the Employer,] but Your Current Monthly Earnings are [equal to or greater than 80%] of Your Pre-disability Earnings, Your Elimination Period will be extended for a total period of [12 months] from the original date of Disability, or until such time as Your Current Monthly Earnings are [less than 80%] of Your Pre-disability Earnings, whichever occurs first. [For the purposes of extending Your Elimination Period, Your Current Monthly Earnings will not include the pay You could have received for another job or a modified job if such job was offered to You by the Employer, or another employer, and You refused the offer.]

Your Disability must result from:

- 1) accidental bodily injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy.

[Your failure to pass a physical examination required to maintain a license to perform the duties of Your occupation, [or a Reasonable Alternative Job offered to You by the Employer,] alone, does not mean that You are Disabled.]

[Reasonable Alternative Job means a job with the Employer, within the same general location, the Essential Duties of which You are able to perform, and which considers Your prior education, training or experience, and with a rate of pay [equal to or greater than 80%] of Your [Indexed] Pre-disability Earnings.]

[Disability or Disabled

means You are prevented from performing one or more of the Essential Duties of:

- 1) Your Occupation during the Elimination Period;
- 2) Your Occupation, for the [24 months] following the Elimination Period, and as a result Your Current Monthly Earnings are [less than 80%] of Your [Indexed] Pre-disability Earnings;
- 3) Your Occupation [or a Reasonable Alternative Job offered to You by the Employer] after that, [for the next 12 months]; and
- 4) after that, Any Occupation .

If at the end of the Elimination Period, You are prevented from performing one or more of the Essential Duties of Your Occupation, [or a Reasonable Alternative Job offered to You by the Employer,] but Your Current Monthly Earnings are [equal to or greater than 80%] of Your Pre-disability Earnings, Your Elimination Period will be extended for a total period of [12 months] from the original date of Disability, or until such time as Your Current Monthly Earnings are [less than 80%] of Your Pre-disability Earnings, whichever occurs first. [For the purposes of extending Your Elimination Period, Your Current Monthly Earnings will not include the pay You could have received for another job or a modified job if such job was offered to You by the Employer, or another employer, and You refused the offer.]

Your Disability must be the result of:

- 1) accidental bodily injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy.

[Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation, [or a Reasonable Alternative Job offered to You by the Employer,] alone, does not mean that You are Disabled.]

Section 2 – Definitions (Continued)

[Reasonable Alternative Job] means a job with the Employer, within the same general location, the Essential Duties of which You are able to perform, and which considers Your prior education, training or experience, and with a rate of pay [equal to or greater than 80%] of Your [Indexed] Pre-disability Earnings.]]

[Disability or Disabled]

means You are prevented from performing one or more of the Essential Duties of:

- 1) Your Occupation [or a Reasonable Alternative Job offered to You by the Employer] during the Elimination Period;
- 2) Your Occupation [or a Reasonable Alternative Job offered to You by the Employer] [for the 24 months] following the Elimination Period, and as a result Your Current Monthly Earnings are [less than 80%] of Your [Indexed] Pre-disability Earnings; and
- 3) after that, Any Occupation.

If at the end of the Elimination Period, You are prevented from performing one or more of the Essential Duties of Your Occupation [or a Reasonable Alternative Job offered to You by the Employer,] but Your Current Monthly Earnings are [equal to or greater than 80%] of Your Pre-disability Earnings, Your Elimination Period will be extended for a total period of [12 months] from the original date of Disability, or until such time as Your Current Monthly Earnings are [less than 80%] of Your Pre-disability Earnings, whichever occurs first. [For the purposes of extending Your Elimination Period, Your Current Monthly Earnings will not include the pay You could have received for another job or a modified job if such job was offered to You by the Employer, or another employer, and You refused the offer.]

Your Disability must result from:

- 1) accidental bodily injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy.

[Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation [or a Reasonable Alternative Job offered to You by the Employer,] alone, does not mean that You are Disabled.]

[Reasonable Alternative Job] means a job with the Employer, within the same general location, the Essential Duties of which You are able to perform, and which considers Your prior education, training or experience, and with a rate of pay [equal to or greater than 80%] of Your [Indexed] Pre-disability Earnings.]

Elimination Period

means the [longer of the] number of consecutive days at the beginning of any one period of Disability which must elapse before benefits are payable [or the expiration of any Employer sponsored short term Disability benefits or salary continuation program, excluding benefits required by state law].

Employer

means the [Policyholder].

Essential Duty

means a duty that:

- 1) is substantial, not incidental;
- 2) is fundamental or inherent to the occupation; and
- 3) cannot be reasonably omitted or changed.

Your ability to work the number of hours in Your regularly scheduled workweek is an Essential Duty. [However, working more than [X] hours per week is not an Essential Duty.]

Indexed Pre-disability Earnings

means Your Pre-disability Earnings adjusted annually by adding the lesser of:

- 1) [10%;] or
- 2) the percentage change in the Consumer Price Index (CPI-W).

The percentage change in the CPI-W means the difference between the current year's CPI-W as of July 31, and the prior year's CPI-W as of July 31, divided by the prior year's CPI-W. The adjustment is made January

Section 2 – Definitions (Continued)

1st each year after You have been Disabled for [12 consecutive months,] provided You are receiving benefits at the time the adjustment is made. [A maximum of [5] adjustments may be made.]

The term Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, We may use another nationally published index that is [comparable to the CPI-W].

Mental Illness means a mental disorder as listed in the current version of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association. A Mental Illness may be caused by biological factors or result in physical symptoms or manifestations.

For the purpose of The Policy, Mental Illness does not include the following mental disorders outlined in the Diagnostic and Statistical Manual of Mental Disorders:

- 1) Mental Retardation;
- 2) Pervasive Developmental Disorders;
- 3) Motor Skills Disorder;
- 4) Substance-Related Disorders;
- 5) Delirium, Dementia, and Amnesic and Other Cognitive Disorders; or
- 6) Narcolepsy and Sleep Disorders related to a General Medical Condition.

[Monthly] Benefit means a [monthly] sum payable to You while You are Disabled, subject to the terms of The Policy. [Your Benefit will be paid according to the [9] month pay schedule established by Your employment contract in effect immediately prior to the date of Your Disability.]

Monthly Income Loss means Your Pre-disability Earnings minus Your Current Monthly Earnings.

Other Income Benefits means the amount of any benefit for loss of income, provided to You [or to Your family], as a result of the period of Disability for which You are claiming benefits under The Policy. This includes any such benefits for which You [or Your family] are eligible or that are paid to You, [to Your family] or to a third party on Your behalf, pursuant to any:

- 1) [temporary, permanent disability, or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;]
- 2) governmental law or program that provides disability or unemployment benefits as a result of Your job with the Employer;
- 3) plan or arrangement of coverage, [other than income from any accumulated sick time, salary continuation or paid time off,] whether insured or not, which is received from the Employer as a result of employment by or association with the Employer or which is the result of membership in or association with any group, association, union or other organization;
- 4) [any income You received from the Employer as a result of any accumulated sick time salary continuation or paid time off, which causes the Weekly Benefit, plus Other Income Benefits to exceed [X%] of Your Weekly Earnings. The amount in excess of [X%] of Your Weekly Earnings will be used to reduce the Weekly Benefit.]
- 5) [individual insurance policy where the premium is wholly or partially paid by the Employer;]
- 6) [mandatory "no-fault" automobile insurance plan;]
- 7) disability benefits under:
 - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
 - b) the Railroad Retirement Act;
 - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
 - d) similar plan or act;that You, [Your spouse and/or children,] are eligible to receive because of Your Disability; or

Section 2 – Definitions (Continued)

- 8) disability benefit from the Department of Veterans Affairs, or any other foreign or domestic governmental agency:
 - a) that begins after You become Disabled; or
 - b) that You were receiving before becoming Disabled, but only as to the amount of any increase in the benefit attributed to Your Disability.

Other Income Benefits also means any payments that are made to You or to Your family, or to a third party on Your behalf, pursuant to any:

- 1) disability benefit under the Employer's Retirement plan;
- 2) [temporary, permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;]
- 3) portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for Your loss of earnings; or
- 4) retirement benefit from a Retirement Plan that is wholly or partially funded by employer contributions, unless:
 - a) You were receiving it prior to becoming Disabled; or
 - b) You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement; (Other Income Benefits will not include the portion, if any, of such retirement benefit that was funded by Your [after-tax] contributions.); or
- 5) retirement benefits under:
 - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
 - b) the Railroad Retirement Act;
 - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan;
 - d) similar plan or act;that You, [Your spouse and children] receive because of Your retirement, unless You were receiving them prior to becoming Disabled.]

[If You are paid Other Income Benefits in a lump sum or settlement, You must provide proof satisfactory to Us of:

- 1) the amount attributed to loss of income; and
- 2) the period of time covered by the lump sum or settlement.

We will pro-rate the lump sum or settlement over this period of time. If You cannot or do not provide this information, We will assume the entire sum to be for loss of income, [and the time period to be 24 months.]

We may make a retroactive allocation of any retroactive Other Income Benefit. A retroactive allocation may result in an overpayment of Your claim.

The amount of any increase in Other Income Benefits will not be included as Other Income Benefits if such increase:

- 1) takes effect after the date benefits become payable under The Policy; and
- 2) is a general increase which applies to all persons who are entitled to such benefits.]

Section 2 – Definitions (Continued)

- Participating [Employer]** means [an Employer who agrees to participate in the Trust, pays the required contribution for the Active Employees and is a participant in accordance with the provisions of The Policy.]
- Physician** means a person who is:
- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
 - 2) licensed to practice in the jurisdiction where care is being given;
 - 3) practicing within the scope of that license; and
 - 4) not You or Related to You by blood or marriage.
- Pre-disability Earnings** means, [for sole proprietor, partners, members of a limited liability company taxable as a partnership under the federal income tax laws, or share holders in a S-Corporation]:
- 1) the [monthly] average of earnings reported as "net earnings from self-employment" for federal income tax purposes for:
 - a) the [X tax] year(s) just prior to the date of Disability; or
 - b) the number of months You were employed in this capacity, if less than above period; and
 - 2) [not] contributions You make through a salary reduction agreement with the Employer to:
 - a) an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
 - b) an executive non-qualified deferred compensation arrangement; or
 - c) a salary reduction arrangement under an IRC Section 125 plan,for the same period as above.
- Pre-disability Earnings [does not] include [bonuses, commissions, tips and tokens,] dividends, capital gains and returns of capital.
- Pre-disability Earnings** means, [for specific class description if applicable] Your average [monthly] rate of pay, [including Bonuses, Commissions and Tips and Tokens], from the Employer for the [X] calendar year(s) ending immediately before the date You become Disabled, or over the number of calendar months of employment, if less than this period:
- 1) [not] including contributions you make through a salary reduction agreement with the Employer to:
 - a) an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
 - b) an executive non qualified deferred compensation arrangement; or
 - c) a salary reduction arrangement under an IRC Section 125 plan; and
 - 2) [not] including [bonuses, commissions, tips and tokens] overtime pay or expense reimbursements for the same period as above.
- Pre-disability Earnings** means, [for specific class description if applicable], Your regular [monthly] rate of pay, [including Bonuses, Commissions and Tips and Tokens],
- 1) [not] including contributions you make through a salary reduction agreement with the Employer to:
 - a) an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
 - b) an executive non qualified deferred compensation arrangement; or
 - c) a salary reduction arrangement under an IRC Section 125 plan; and
 - 2) [not] including [bonuses, commissions and tips and tokens] overtime pay or expense reimbursements for the same period as above.]
- [However, if You are an hourly paid Employee, Pre-disability Earnings means the product of:
- 1) the average number of hours You worked per month, not including overtime, over the most recent 12 month period immediately prior to the last day You were Actively at Work before You became Disabled, multiplied by;
 - 2) Your hourly wage in effect on the last day You were Actively at Work before You became Disabled.]
- [Prior Policy** means the [long term disability insurance] carried by [the Employer] on the day before the [Policy] Effective Date.

Section 2 – Definitions (Continued)

Regular Care of a Physician	means that You are being treated by a Physician: <ol style="list-style-type: none">1) whose medical training and clinical experience are suitable to treat Your disabling condition; and2) whose treatment is:<ol style="list-style-type: none">a) consistent with the diagnosis of the disabling condition;b) according to guidelines established by medical, research, and rehabilitative organizations; andc) administered as often as needed;to achieve the maximum medical improvement.
Rehabilitation	means a process of Our working together with You in order for Us to plan, adapt, and put into use options and services to meet Your return to work needs. A Rehabilitation program may include, when We consider it to be appropriate, [any necessary and feasible: <ol style="list-style-type: none">1) vocational testing;2) vocational training;3) alternative treatment plans such as:<ol style="list-style-type: none">a) support groups;b) physical therapy;c) occupational therapy; ord) speech therapy;4) work-place modification to the extent not otherwise provided;5) job placement;6) transitional work; and7) similar services.]
Related	means Your spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild [or similar relationship in law].]
[Retirement Plan	means a defined benefit or defined contribution plan that provides benefits for Your retirement and which is not funded wholly by Your contributions. It does not include: <ol style="list-style-type: none">1) [a profit sharing plan;2) thrift, savings or stock ownership plans;3) a non-qualified deferred compensation plan; or4) an individual retirement account (IRA), a tax sheltered annuity (TSA), Keogh Plan, 401(k) plan, 403(b) plan or 457 deferred compensation arrangement.]
Substance Abuse	means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by: <ol style="list-style-type: none">1) impairments in social and/or occupational functioning;2) debilitating physical condition;3) inability to abstain from or reduce consumption of the substance; or4) the need for daily substance use to maintain adequate functioning. <p>[Substance includes alcohol and drugs but excludes tobacco and caffeine.]</p>
The Policy	means the policy which We issued to [The Policyholder under the policy number] shown on the face page.
Tips [and Tokens]	means the [monthly average of monetary] tips and tokens You received from [the Employer] [over: <ol style="list-style-type: none">1) the [X month] period ending [immediately prior to the date] You became Disabled; or2) the period of time You worked for [the Employer], if shorter than [the above period/X months.]]

Section 2 – Definitions (Continued)

We, Our, or Us means [the insurance company named on the face page of The Policy.]

Your Occupation means Your Occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job You are performing for a specific employer or at a specific location.

[If You are a Physician or dentist, Your Occupation means the general or sub-specialty in which You are practicing for which there is a specialty or sub-specialty recognized by the American Board of Medical Specialties. If the sub-specialty in which You are practicing is not recognized by the American Board of Medical Specialties, You will be considered practicing in the general specialty category.]

[If You are an attorney, Your Occupation means the legal specialty or specialties in which You have practiced in the five year period preceding Your becoming Disabled. If You have been in legal practice for less than five years, Your Occupation means the legal specialty or specialties in which You have practiced in the period preceding Your Disability.]

You or Your means the person to whom this certificate is issued.]

Section 3 -Eligibility and Enrollment

Eligible Persons: All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.
Who is Eligible for Coverage?

Eligibility for Coverage: When will I become Eligible?
You will become eligible for coverage on the later of:
1) the [Policy] Effective Date ; [or
2) the date on which You complete the Eligibility Waiting Period for Coverage.

See the Schedule of Insurance for the Eligibility Waiting Period for Coverage.]

Enrollment: *How do I enroll for coverage?*
[For coverage under Option 1, all eligible Active Employees will be enrolled automatically by the Employer.

For coverage under Option 2, You must enroll.] To enroll [for coverage]You must:
1) complete and sign a group insurance enrollment form which is satisfactory to Us; and
2) deliver it to the Employer.

[You have the option to enroll by voice recording or electronically. Your Employer will provide instructions.]

[If You do not enroll within [31 days] after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll [or if You enroll for a Monthly Benefit Amount greater than the Guaranteed Issue Amount];]

- 1) You must give Us Evidence of Insurability satisfactory to Us; and
- 2) [You may only enroll:
 - a) during an [Annual Enrollment Period] designated by the Policyholder; or
 - b) within [31 days] of the date You have a Change in Family Status.]

[The dates of the [Annual Enrollment Period] are shown in the Schedule of Insurance.]

Evidence of Insurability: *What is Evidence of Insurability?*
Evidence of Insurability may include, but will not be limited to:
1) [a completed and signed application approved by Us;
2) a medical examination;
3) an attending Physician's statement; and
4) any additional information We may require.]

All Evidence of Insurability will be furnished at [Your] expense. We will then determine if You are insurable under The Policy.

Change in Family Status: *What constitutes a Change in Family Status?*
A Change in Family Status means:
1) [You get married [or You execute a domestic partner affidavit];
2) You and Your Spouse divorce [or You terminate a domestic partnership];
3) Your child is born or You adopt or become the legal guardian of a child;
4) Your spouse [or domestic partner] dies;
5) Your child is no longer financially dependent on You or dies;
6) Your spouse is no longer employed, which results in a loss of group insurance; or
7) You have a change in classification from part-time to full-time or from full-time to part-time.]

Section 5 – Benefits (Continued)

Effective Date:
When does my coverage start?

[If You are not required to contribute toward The Policy's cost,] Your coverage will start:

- 1) [for benefit amounts not requiring Evidence of Insurability,] on the date You become eligible; or
- 2) [for benefit amounts requiring Evidence of Insurability, on the date We approve such evidence.]

[If You must contribute toward The Policy's cost,] Your coverage will start on the earliest of:

- 1) [the date] You become eligible, [for benefit amounts not requiring Evidence of Insurability,] if You enroll or have enrolled by then;
- 2) [the date] on which You enroll, [for benefit amounts not requiring Evidence of Insurability,] if You do so within [31 days] after the date You are eligible;
- 3) [[the date] We approve Your Evidence of Insurability, for benefit amounts requiring Evidence of Insurability; or]
- 4) [the first day of the month following the Annual Enrollment Period if You enroll, [for benefit amounts not requiring Evidence of Insurability,] during an Annual Enrollment Period.]

Deferred Effective Date: *Will my coverage start or an increase in my coverage take effect if I am not Actively at Work on the date my coverage is to start or increase?*

If You are absent from work due to:

- 1) accidental bodily injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) [pregnancy;]

on the date Your insurance [or increase in coverage] would otherwise have become effective, Your insurance, [or increase in coverage] will not become effective until You are Actively at Work one full day.

[Changes in Coverage: *Can I change my benefit option?*

[You may change Your benefit option only:

- 1) during an Annual Enrollment Period; or
- 2) within [31 days] of a Change in Family Status.

At such time] You may decrease coverage, or increase coverage to a higher option. [An increase in coverage [that is greater than the next higher option from Your current coverage] will be subject to Your submission of an application that meets Our approval.]]

[When will a requested change in benefit option take effect?

[If You enroll for a change in benefit option during an Annual Enrollment Period, the change will take effect on the later of:

- 1) [the first day of the month following the Annual Enrollment Period;] or
- 2) [the date We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.]]

[If You enroll for a change in benefit option within [31 days] following a Change in Family Status, the change will take effect on the later of:

- 1) the date You enroll for the change; or
- 2) [the date We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.]]

[Any such increase in coverage is subject to the following provisions:

- 1) Deferred Effective Date; and
- 2) Pre-existing Conditions Limitations.]]

Do coverage amounts change if there is a change in [my class or] my rate of pay?

Your coverage may increase or decrease on the date there is a change in [Your class or] Pre-disability Earnings. However, no increase in coverage will be effective unless on that date You:

- 1) are an Active Employee; and
- 2) are not absent from work due to being Disabled.

If You were so absent from work, the effective date of such increase will be deferred until You are Actively at Work for one full day.

No change in Your Pre-disability Earnings will become effective until the date We receive notice of the change.

Section 5 – Benefits (Continued)

What happens if the Employer changes the Policy? Any increase or decrease in coverage because of a change in The Policy will become effective on the date of the change, [subject to the following provisions:
1) the Deferred Effective Date provision; and
2) Pre-existing Conditions Limitations.]

Continuity From A Prior Policy: *Is there continuity of coverage from a Prior Policy?* [If You were:
1) insured under the Prior Policy; and
2) not eligible to receive benefits under the Prior Policy;
on the day before the [Policy] Effective Date, the Deferred Effective Date provision will not apply.]

Is my coverage under The Policy subject to the Pre-existing Condition Limitation? [If You become insured under The Policy on the [Policy] Effective Date and were covered under the Prior Policy on the day before the [Policy] Effective Date, the Pre-existing Conditions Limitation will end on the earliest of :
1) the [Policy] Effective Date, if Your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Policy; or
2) the date the restriction would have ceased to apply had the Prior Policy remained in force, if Your coverage was limited by a pre-existing condition limitation under the Prior Policy.

[The amount of the [Monthly] Benefit payable for a Pre-existing Condition in accordance with the above paragraph will be the lesser of:
1) the [Monthly] Benefit which was paid by the Prior Policy; or
2) the [Monthly] Benefit provided by The Policy.]

The Pre-existing Conditions Limitation will apply after the [Policy] Effective Date to the amount of a benefit increase which results from a change from the Prior Policy to The Policy, a change in benefit options, a change of class or a change in The Policy.]

Do I have to satisfy an Elimination Period under The Policy if I was Disabled under the Prior Policy? If You received [monthly] benefits for disability under the Prior Policy, and You returned to work as a [Full-time] Active Employee [before The [Policy] Effective Date], then, if within [6 months] of Your return to work:
1) You have a recurrence of the same disability while covered under The Policy; and
2) there are no benefits available for the recurrence under the Prior Policy;
the Elimination Period, which would otherwise apply, will be waived if the recurrence would have been covered without any further elimination period under the Prior Policy.

Termination: *When will my coverage stop?* Your coverage will end on the earliest of the following:
1) [the date] The Policy terminates;
2) [[the date] The Policy no longer insures Your class;]
3) [the date] premium payment is due but not paid by the Employer;
4) [the last day of the period for which You make any required premium contribution;]
5) [the last day of the month on or next following the month in which Your Employer terminates Your employment;]
6) [the date] You cease to be a [Full-time] Active Employee in an eligible class for any reason;
7) [the date Your Employer ceases to be a Participating Employer];
unless coverage is extended under the Continuation Provisions.

Section 5 – Benefits (Continued)

Continuation

Provisions: *Can my insurance be continued?*

Your coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Continued coverage:

- 1) is subject to any reductions in the Policy;
- 2) is subject to payment of premium [by the Employer;] and
- 3) terminates when the Policy terminates, [coverage for Your class terminates or Your Employer ceases to be a Participating Employer.]

In any event, Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before Your coverage was continued. Coverage may be continued in accordance with the above restrictions and as described below:

[Leave of Absence: If You are on a documented [medical] leave of absence, other than Family or Medical Leave, Your coverage may be continued [until the last day of the month in which] the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.]

[Lay-off: If You are temporarily laid off by the Employer due to lack of work, Your coverage may be continued [until the last day of the month in which] the lay-off commenced. If the lay-off becomes permanent, this continuation will cease immediately.]

[Family Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to [12 weeks, or longer if required by other applicable law,] following the date Your leave commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.]

[General Work Stoppage (including a strike or lockout): If Your employment terminates due to a cessation of active work as the result of a general work stoppage (including a strike or lockout), Your coverage shall be continued during the work stoppage [until the last day of the month in which] the coverage terminated. If the work stoppage ends, this continuation will cease immediately.]

[Sabbatical: If You are on a documented [paid] sabbatical, Your coverage may be continued [until the last day of the month in which] the sabbatical commenced. If the sabbatical terminates prior to the agreed upon date, this continuation will cease immediately.]

[Military Leave of Absence: If You enter active military service and are granted a military leave of absence in writing, Your coverage may be continued for up to [8 weeks]. [If the leave ends prior to the agreed upon date, this continuation will cease immediately.]]

Coverage while

Disabled: *Does my insurance continue while I am Disabled and no longer an Active Employee?*

If You are Disabled and You cease to be an Active Employee, Your insurance will be continued:

- 1) [during the Elimination Period while You remain Disabled by the same Disability; and
- 2) after the Elimination Period for as long as You are entitled to benefits under The Policy.]

No premium will be due for You:

- 1) [after the Elimination Period; and
- 2) for as long as benefits are payable.]

Waiver of

Premium: *Am I required to pay Premiums while I am Disabled?*

Extension of

Benefits for Disability: *Do my benefits continue if the Policy terminates?*

If You are entitled to benefits while Disabled and The Policy terminates, benefits:

- 1) will continue as long as You remain Disabled by the same Disability; but
- 2) will not be provided beyond the date We would have ceased to pay benefits had the insurance remained in force.

Termination of The Policy for any reason will have no effect on Our liability under this provision.

Section 5 – Benefits (Continued)

Conversion Right:
If my coverage under the Policy stops, do I have a right to conversion?

If Your insurance terminates because:

- 1) Your employment ends [for a reason other than Your retirement]; or
- 2) You are no longer in an eligible class;

and if:

- 1) [You have been continuously insured for at least [12 consecutive months] under The Policy or under both this Policy and the Prior Policy;]
- 2) [You are under the Policy Age Limit, if any is shown in the Schedule of Insurance;]
- 3) a Disability is not preventing You from performing duties of Your Occupation;
- 4) [the insurance for Your class, or] The Policy has not terminated;
- 5) [You are not eligible for coverage under The Policy under another class; and]
- 6) You are not eligible or covered for similar benefits under another group policy [or an individual policy];

then You are eligible to enroll for personal insurance under another group policy called the group long term disability conversion policy.

How do I convert my Coverage?

To obtain coverage under the group long term disability conversion policy, You must:

- 1) send Us a written enrollment request; and
- 2) pay the required premium and enrollment fee for the conversion policy;

within [31 days] of the termination of Your insurance.

If You meet the preceding conditions, We will issue You a certificate of insurance under the group long term disability conversion policy. Such coverage will:

- 1) be issued without Evidence of Insurability;
- 2) be on one of the forms then being issued by Us for conversion purposes; and
- 3) be effective on the day following the date Your insurance under The Policy terminates.

The coverage available under the conversion policy may differ from The Policy. We will determine the terms of the group long term disability conversion policy, including:

- 1) the type and amount of coverage provided; and
- 2) the premium payable;

based on the kinds of insurance provided by the group long term disability conversion policy at the time such enrollment request is made.

Disability Benefit:
When do I qualify for Disability Benefits?

We will pay You a Monthly Benefit if You:

- 1) become Disabled while insured under The Policy;
- 2) are Disabled throughout the Elimination Period;
- 3) remain Disabled beyond the Elimination Period; and
- 4) submit Proof of Loss to Us.

Benefits accrue as of the first day after the Elimination Period and are paid monthly. However, benefits will not exceed the Maximum Duration of Benefits.

Mental Illness And Substance Abuse Benefits: *Are benefits limited for Mental Illness [or Substance Abuse?]*

If You are Disabled because of:

- 1) Mental Illness that results from any cause;
- 2) any condition that may result from Mental Illness;
- 3) alcoholism [which is under treatment]; or
- 4) [the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance];

then, subject to all other provisions of The Policy, We will limit the Maximum Duration of Benefits.

[Benefits will be payable for a total of [24 months,] unless at the end of the [24 month] period:

- 1) You are confined in a hospital or other place licensed to provide medical care for the disabling condition, in which case:
 - a) benefits will continue during the confinement; and
 - b) if You are still Disabled when discharged, benefits will continue for a recovery period of up to [90 days;] and

Section 5 – Benefits (Continued)

- c) if You become re-confined during the recovery period for at least [14 consecutive days,] benefits will continue during the confinement and another recovery period of up to [90 days;]
- or
- 2) You continue to be Disabled and, [within 7 days] become confined in a hospital, or other place licensed to provide medical care, for the disabling condition for at least [14 consecutive days,] in which case benefits will be paid while You are so confined.]

Substance Abuse Limitation: *Are benefits limited for alcoholism or Substance Abuse?*

If You are Disabled because of:
1) alcoholism [under treatment]; or
2) the non-medical use of narcotics, [sedatives, stimulants, hallucinogens, or any other such substance];
then, subject to all other Policy provisions, benefits will be payable for [as long as] You are:
1) confined in a hospital or other place licensed to provide medical care for the disabling condition; or
2) actively participating in a rehabilitative program approved by Us.

Recurrent Disability: *What happens if I recover but become Disabled again?*

Periods of Recovery during the Elimination Period will not interrupt the Elimination Period, if the number of days You return to work as an Active Employee are [less than one-half (1/2) the number of days of Your Elimination Period.]

Any day within such period of Recovery, will not count toward the Elimination Period.

After the Elimination Period, if You return to work as an Active Employee and then become Disabled and such Disability is:

- 1) due to the same cause; or
 - 2) due to a related cause; and
 - 3) within [6] months of the return to work,
- the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided The Policy remains in force.

If You return to work as an Active Employee for [6] months or more, any recurrence of a Disability will be treated as a new Disability. The new Disability is subject to a new Elimination Period and a New Maximum Duration of Benefits.

Period of Disability means a continuous length of time during which You are Disabled under The Policy.

Recover or Recovery means that You are no longer Disabled and have returned to work with the Employer and premiums are being paid for You.

Calculation of Monthly Benefit: *How are my Disability benefits calculated [during the Initial Benefit Period]?*

If You remain Disabled after the Elimination Period, We will calculate Your Monthly Benefit [during the Initial Benefit Period] as follows:

- 1) multiply Your Monthly Income Loss by the [Initial] Benefit [Period] Percentage ;
 - 2) compare the result with the Maximum Benefit ; and
 - 3) from the lesser amount, deduct Other Income Benefits.
- The result is Your Monthly Benefit.

How are Disability benefits calculated?

If You remain Disabled after the Elimination Period, We will calculate Your Monthly Benefits as follows:

- 1) multiply Your Monthly Income Loss by the Benefit Percentage;
 - 2) multiply Your Monthly Income Loss by the Secondary Benefit Percentage; and from this product subtract all Other Income Benefits; and
 - 3) identify the Maximum Benefit.
- The calculation giving the least amount is Your Monthly Benefit.

Calculation of Monthly Benefit: Return to Work

If You remain Disabled after the Elimination Period, but work while You are Disabled, We will determine Your Monthly Benefit for a period of up to [12 consecutive months] as follows:

- 1) multiply Your Pre-Disability Earnings by the [Initial] Benefit [Period] Percentage;

Section 5 – Benefits (Continued)

Incentive: *How are my Disability benefits calculated?*

- 2) compare the result with the Maximum Benefit; and
 - 3) from the lesser amount, deduct Other Income Benefits.
- The result is Your Monthly Benefit. Current Monthly Earnings will not be used to reduce Your Monthly Benefit. However, if the sum of Your Monthly Benefit and Your Current Monthly Earnings exceeds [100%] of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of excess.

The [12 consecutive month] period will start on the last to occur of:

- 1) the day You first start work; or
- 2) the end of the Elimination Period.

If You are Disabled and not receiving benefits under the Return to Work Incentive, [during the Initial Benefit Period,] We will calculate Your Monthly Benefit as follows:

- 1) multiply Your Monthly Income Loss by the [Initial] Benefit [Period] Percentage;
- 2) compare the result with the Maximum Benefit; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit.

Calculation of Monthly Benefit:
Return to Work Incentive:

How are my Disability benefits calculated?

If You remain Disabled after the Elimination Period, but work while You are Disabled, We will determine Your Monthly Benefit for a period of up to [12 consecutive months] as follows:

- 1) multiply Your Pre-disability Earnings by the Benefit Percentage;
- 2) multiply Your Pre-disability Earnings by the Secondary Benefit Percentage, and from this product subtract all Other Income Benefits; and
- 3) compare the results with the Maximum Benefit.

The calculation giving the least amount is Your Monthly Benefit. Current Monthly Earnings will not be used to reduce Your Monthly Benefit during this period. However, if the sum of Your Monthly Benefit and Your Current Monthly Earnings exceeds [100%] of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of excess.

If You are Disabled, but You are not receiving benefits under the Return to Work Incentive, We will calculate Your Monthly Benefit as follows:

- 1) multiply Your Monthly Income Loss by the Benefit Percentage;
- 2) multiply Your Monthly Income Loss by the Secondary Benefit Percentage, and from this product subtract all Other Income Benefits; and
- 3) compare the results with the Maximum Benefit.

The calculation giving the least amount is Your Monthly Benefit.

During the Continuing Benefit Period, if [You are not receiving benefits under the Return to Work Incentive, but] You are receiving benefits under Social Security Disability or Social Security Retirement plans, or an alternative plan for federal, state or municipal employees, We will determine Your Monthly Benefit as follows:

- 1) multiply Your Monthly Income Loss by the Initial Benefit Period Percentage;
- 2) compare the result with the Maximum Benefit; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit.

During the Continuing Benefit Period, if You are not receiving benefits [under the Return to Work Incentive, or] under Social Security Disability or Social Security Retirement plans or an alternative plan for federal, state or municipal employees, We will determine Your Monthly Benefit as follows:

- 1) multiply Your Pre-disability Earnings by the Continuing Benefit Period Percentage;
- 2) multiply Your Monthly Income Loss by the Initial Benefit Period Percentage, and deduct all Other Income Benefits; and
- 3) deduct all Other Income Benefits from the Maximum Benefit.

The result of the calculation giving the least amount is Your Monthly Benefit.

Section 5 – Benefits (Continued)

Calculation of Monthly Benefit: *What happens if the sum of my Monthly Benefit, Current Monthly Earnings and Other Income Benefits exceeds 100% of my Pre-disability Earnings?*

If the sum of Your [Monthly Benefit, Current Monthly Earnings and Other Income Benefits] exceeds 100% of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of the excess.

[However, Your Monthly Benefit will not be less than the Minimum Monthly Benefit.]

[If an overpayment occurs, We may recover all or any portion of the overpayment, in accordance with the Overpayment Recovery provision.]

Minimum Monthly Benefit: *Is there a Minimum Monthly Benefit?*

Your Monthly Benefit will not be less than the Minimum Monthly Benefit shown in the Schedule of Insurance.

Partial Month Payment: *How is the benefit calculated for a period of less than a month?*

If a Monthly Benefit is payable for a period of less than a month, we will pay 1/30 of the Monthly Benefit for each day You were Disabled.

Denial of Social Security Benefits: *After the Initial Benefit Period expires, is there any allowance if I am ineligible for Social Security?*

If Your Disability prevents You from performing the Essential Duties of Any Occupation, but Your claim for disability benefits under The United States Social Security System, or an alternative plan for federal, state or municipal employees:

- 1) was denied because You have not worked under these systems long enough to be eligible for disability benefits, Your Monthly Benefit during the Continuing Benefit Period will be calculated using the Initial Benefit Period Percentage; or
- 2) is still pending at the time the Initial Benefit Period expires, benefits may be paid at the Initial Benefit Period Percentage until the earlier to occur of:
 - a) the 12th month following the expiration of the Initial Benefit Period; or
 - b) the final adjudication of Your claim for Social Security disability benefits.

Section 5 – Benefits (Continued)

Termination of Benefit Payment:
When will my benefit payments end?

- Benefit payments will stop on the earliest of:
- 1) the date You are no longer Disabled;
 - 2) the date You fail to furnish Proof of Loss;
 - 3) [the date You are no longer under the Regular Care of a Physician, [unless qualified medical professionals have determined that further medical care and treatment would be of no benefit to You;]]
 - 4) [the date You refuse Our request that You submit to an examination by a Physician or other qualified medical professional;]
 - 5) the date of Your death;
 - 6) [the date You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition.]
 - 7) [the last day benefits are payable according to the Maximum Duration of Benefits Table; or]
 - 8) [the date Your Current Monthly Earnings:
 - a) are equal to or greater than [80 %] of Your [Indexed] Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation [or a Reasonable Alternative]; or
 - b) [are greater than the lesser of: the product of Your [Indexed] Pre-disability Earnings and the [Initial] Benefit [Period] percentage; or the Maximum Monthly Benefit if You are receiving benefits for being Disabled from Any Occupation;]]]
 - 9) the date no further benefits are payable under any provision in The Policy that limits benefit duration;
 - 10) the date You refuse to participate in a Rehabilitation program, or refuse to cooperate with or try:
 - a) [modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation or a Reasonable Alternative;
 - b) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation or a Reasonable Alternative;
 - c) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being disabled from Any Occupation; or
 - d) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being disabled from Any Occupation;
provided a qualified Physician or other qualified medical professional agrees that such modifications, Rehabilitation program or adaptive equipment accommodate Your medical limitation;] or
 - 11) [the date You receive retirement benefits from any employer's Retirement plan, unless:
 - a) You were receiving them prior to becoming Disabled; or
 - b) You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement.]

Family Care Credit Benefit:
What if I must incur expenses for Family Care Services in order to participate in Rehabilitation?

- If You are working as part of a program of Rehabilitation, We will, for the purpose of calculating Your benefit, deduct the cost of Family Care from earnings received from work as a part of a program of Rehabilitation, subject to the following limitations:
- 1) Family Care means the care or supervision of:
 - a) Your children under age [13]; or
 - b) a member of Your household who is mentally or physically handicapped and dependent upon You for support and maintenance;
 - 2) the maximum monthly deduction allowed for each qualifying child or family member is:
 - a) [\$350] during the first [6] months of Rehabilitation ; and
 - b) [\$175] thereafter;but in no event may the deduction exceed the amount of Your monthly earnings;
 - 3) Family Care Credits may not exceed a total of [\$2,500] during a calendar year;
 - 4) the deduction will be reduced proportionally for periods of less than a month;
 - 5) the charges for Family Care must be documented by a receipt from the caregiver;
 - 6) the credit will cease on the first to occur of the following:
 - a) You are no longer in a Rehabilitation program; or
 - b) Family Care Credits for [24] months have been deducted during Your Disability; and

Section 5 – Benefits (Continued)

- 7) no Family Care provided by a someone Related to the family member receiving the care will be eligible as a deduction under this provision.

Your Current Monthly Earnings after the deduction of Your Family Care Credit will be used to determine Your Monthly Income Loss. In no event will You be eligible to receive a Monthly Benefit under The Policy if Your Current Monthly Earnings before the deduction of the Family Care Credit exceed [80%] of Your [Indexed] Pre-disability Earnings.

Cost-Of-Living Adjustment: *How do my benefits keep pace with inflation?*

We [will] adjust Your Monthly Benefit for increases in the cost-of-living if:

- 1) You have been Disabled for [12 consecutive months]; and
- 2) [You are receiving benefits;] [and
- 3) Your Current Monthly Earnings are less than or equal to 20% of Your Pre-disability Earnings;]

when the Cost-of-Living Adjustment is made. We make the Cost-of-Living Adjustment [each year on January 1st.]

What is the Cost-of-Living Adjustment formula?

We apply the Cost-of-Living Adjustment formula by:

- 1) determining the lesser of:
 - a) [3%]; or
 - b) [1/2] the percentage change in the Consumer Price Index;
- 2) multiplying the resulting percentage (%) times the Monthly Benefit for Disability being received; and
- 3) adding the resulting amount to Your Monthly Benefit.

When will the Cost-of-Living Adjustments end?

You will not receive a Cost-of-Living Adjustment after:

- 1) You cease to be Disabled; [or
- 2) You have received [5] adjustments;] or
- 3) The Policy terminates.

Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, We may use another nationally published index that is [comparable to the CPI-W / approved by the Insurance Commissioner of the state in which the Policy is delivered].

For the purposes of this benefit, the percentage change in the CPI-W means the difference between the current year's CPI-W as of July 31, and the prior year's CPI-W as of July 31, divided by the prior year's CPI-W.

Section 5 – Benefits (Continued)

Survivor Income Benefit: *Will my survivors receive a benefit if I die while receiving Disability Benefits?*

If You were receiving a Monthly [Disability] Benefit at the time of Your death [and You had been receiving such benefits [for at least 12 months]], We will pay a [Survivor Income Benefit], when We receive proof satisfactory to Us:

- 1) of Your death; and
- 2) that the person claiming the benefit is entitled to it.

[We must receive the satisfactory proof for Survivor Income Benefits within 1 year of the date of Your death.]

[[We will pay the Survivor Income Benefit:

- 1) to the beneficiary You designated; or
- 2) if no beneficiary has been designated:
 - a) to Your Surviving Spouse; or
 - b) if no Surviving Spouse, in equal shares to Your Surviving Children;
 - c) [if no Surviving Spouse or Surviving Children, to Your estate.]

[If there is no Surviving Spouse or Surviving Children, then no benefit will be paid.]

However, We will first apply the Survivor Income Benefit to any overpayment which may exist on Your claim.

If a minor child is entitled to benefits, We may, at Our option, make benefit payments to the person caring for and supporting the child until a legal guardian is appointed.

[The Survivor Income Benefit [will be equal to [3] times your Monthly Benefit/is calculated as [3] times the lesser of]:

- 1) Your Monthly Income Loss multiplied by the Benefit Percentage in effect on the date of Your death; or
- 2) The Maximum Monthly Benefit.]

[To designate or change Your designation of beneficiary, You must file a written notice with Us on any form satisfactory to us. Whether You are living or not, any change will relate back and take effect as of the date You signed the written notice. We are not liable for payment of benefits made before receiving written notice.]

Surviving Spouse means Your wife or husband who was not legally separated or divorced from You when You died. ["Spouse" will include Your domestic partner, provided You have executed a Domestic Partner Affidavit acceptable to us, establishing that You and Your partner are domestic partners for purposes of this Policy. You will continue to be considered domestic partners provided You continue to meet the requirements described in the Domestic Partner Affidavit.]

Surviving Children means Your unmarried children, step children, legally adopted children who, on the date You die, are primarily dependent on You for support and maintenance who are under age [19]. The term Surviving Children will also include any other children related to You by blood or marriage [or domestic partnership] and who:

- 1) lived with You in a regular parent-child relationship; and
- 2) were eligible to be claimed as dependents on Your federal income tax return for the last tax year prior to Your death.

[In the event that You are diagnosed with a Terminal Illness while You are:

- 1) eligible for a Monthly Benefit under the Policy; and
- 2) at least [6] Monthly Benefit Payments remain payable to You;

We will pay the Survivor Income Benefit to You on an accelerated basis in one lump sum if:

- 1) [You submit a request that the Survivor Income Benefit be paid on an accelerated basis; and
- 2) We receive proof that You have been diagnosed with a Terminal Illness.

Section 5 – Benefits (Continued)

If the Survivor Income Benefit is paid on an accelerated basis, no additional benefit will be payable under this benefit upon Your death.]

- 1) [Terminal Illness or Terminally Ill means a life expectancy of [6] months or less.]

Extended Earnings Protection Benefit:

Will benefits continue to be paid after my return to work if my earnings are less than Pre-disability Earnings?

This benefit protects Your earnings level after You have returned to work following a period of Disability. To qualify for this Extended Earnings Protection Benefit, You must:

- 1) have been Disabled under The Policy and received a Monthly Benefit from Us;
- 2) now be working [Full-time] for the Employer [or another employer;]
- 3) be performing all the Essential Duties of Your Occupation [or another occupation;]
- 4) as a result of having been so Disabled, be currently earning less than [80%] of Your Pre-disability Earnings; and
- 5) provide to Us each month, satisfactory proof of Your Current Monthly Earnings.

The Extended Earnings Protection Benefit will be the lesser of:

- 1) the Maximum Monthly Benefit ; or
- 2) Your Monthly Income Loss multiplied by the [Initial] Benefit [Period] Percentage.

The Extended Earnings Protection Benefit will end on the earliest of:

- 1) the date benefits have been payable for a maximum duration of [24] months;
 - 2) the date You are earning at least [80%] of Your Pre-disability Earnings; or
- the date You fail to submit to Us satisfactory proof of Your Current Monthly Earnings.

Workplace Modification Benefit:

Will the Rehabilitation program provide for modifications to my workplace to accommodate my return to work?

We will reimburse Your Employer for the expense of reasonable Workplace Modifications to accommodate Your Disability and enable You to return to work as an Active Employee. You qualify for this benefit if:

- 1) Your Disability is covered by this Policy;
- 2) the Employer agrees to make modifications to the workplace in order to reasonably accommodate Your return to work and the performance of the Essential Duties of Your job; and
- 3) We approve, in writing, any proposed Workplace Modifications.

Benefits paid for such workplace modification shall not exceed the amount equal to the amount of the Maximum Monthly Benefit.

We have the right, at Our expense, to have You examined or evaluated by:

- 1) a Physician or other health care professional; or
- 2) a vocational expert or rehabilitation specialist;

of Our choice so that We may evaluate the appropriateness of any proposed modification.

We will reimburse the Employer's costs for approved Workplace Modifications after:

- 1) the proposed modifications made on Your behalf are complete;
- 2) We have been provided written proof of the expenses incurred to provide such modification; and
- 3) You have returned to work as an Active Employee.

Workplace Modification means change in Your work environment, or in the way a job is performed, to allow You to perform, while Disabled, the Essential Duties of Your job. Payment of this benefit will not reduce or deny any benefit You are eligible to receive under the terms of this Policy.

Section 5 – Benefits (Continued)

Pension Contribution

Benefit: *Does The Policy also cover contributions to a Pension Plan?*

[If You:

- 1) become Disabled while You are covered under this Pension Contribution Benefit;
- 2) remain Disabled for [365 days] of one continuous period of Disability; and
- 3) are receiving a Monthly Benefit under The Policy;]

We will pay a monthly Pension Contribution Benefit to the trustee or administrator of Your Pension Plan for deposit to Your pension account. The Pension Contribution Benefit will be [the least of:

- 1) [15%] of Your monthly Pre-disability Earnings;
- 2) [\$2,500];
- 3) the amount of the average monthly tax deferred contributions the Employer made to Your Pension Plan during the [12 calendar months] prior to becoming Disabled.]

We will make payments under this benefit according to the rules and regulations of the Internal Revenue Service and the provisions of Your Pension Plan. We will make any such payment that cannot be paid to the trustee or administrator of Your Pension Plan to a deferred annuity account designated by You.

No Pension Contribution Benefit will be payable after Your Monthly Benefit terminates.

Pension Plan means, for the purpose of this Pension Contribution Benefit, a qualified defined contribution pension Plan, profit sharing Plan, or other Plan approved by Us, in which You are participating as a result of Your employment with the Employer.

Infectious And Contagious Disease Benefit:

If it is disclosed that I carry an Infectious and Contagious Disease, will The Policy cover the income lost as the result of limitations placed on my license or reduced patronage?

You will be eligible to receive an Infectious and Contagious Disease Benefit when You have been covered by this benefit for a period of [12 months], and You provide verification that:

- 1) You carry an Infectious and Contagious Disease; and
- 2) You first tested positive for the Infectious and Contagious Disease after the effective date of this benefit; and
- 3) You are not Disabled but one or more of the following has happened:
 - a) Your license to practice Your Occupation has been revoked; or
 - b) You or Your license have limitations or restrictions imposed, and as a result You are unable to perform all of the Essential Duties of Your Occupation; or
 - c) it has been disclosed that You are infected with an Infectious and Contagious Disease; and
- 4) throughout a period of time equal in length to the [Elimination Period,] You have suffered a loss of earnings in excess of [20]% of Your Pre-disability Earnings immediately prior to disclosure; and
- 5) You have never refused to be immunized against the Infectious and Contagious Disease for which You are claiming this benefit.

What qualifies as an Infectious and Contagious Disease?

To qualify as an Infectious and Contagious Disease, a disease must be:

- 2) categorized by the Center for Disease Control as Infectious and Contagious; and
- 3) life threatening to You or persons with whom You may come in contact.

What will my monthly benefit be?

[We calculate the benefit as the lesser of;

- 1) the Maximum Monthly Benefit; or
- 2) Your earnings loss multiplied by the [Initial] Benefit [Period] Percentage.

Your earnings loss is determined by deducting Your Pre-disability Earnings after disclosure from Your Pre-disability Earnings prior to disclosure.]

Section 5 – Benefits (Continued)

How long may an Infectious and Contagious Disease Benefit be paid?

We will stop paying this benefit on the earliest of:

- 1) the date Your Pre-disability Earnings are equal to or greater than [80]% of Your Pre-disability Earnings prior to disclosure;
- 2) the date You die;
- 3) the date You become eligible for Disability benefits under the terms of this Policy;
- 4) the date We determine You have not made every effort to continue to work in Your Occupation [on a full-time basis];
- 5) the date You no longer participate with Us in seeking and applying for suitable alternate work based on Your training, education, experience, and comparable income;
- 6) the end of the Maximum Duration of Benefits [Table/Payable] of The Policy; or
- 7) [the end of [2 years] from the date this benefit begins.]

Activities of Daily Living Benefit:
What is the Activities of Daily Living Benefit?

We will pay You the Activities of Daily Living Benefit if:

- 1) a Monthly Benefit is payable;
- 2) You become Cognitively Impaired or unable to perform [two or more] Activities of Daily Living (ADLs) for which You cannot be reasonably accommodated by adaptive equipment:
 - a) [during or after the Elimination Period, and]
 - b) for at least [30 consecutive days;] and
- 3) the Disability and such impairment or inability begins while You are covered under this benefit.

The Activities of Daily Living Benefit will be [10% of Your Monthly Income Loss, but not greater than the lesser of:

- 1) [\$5000]; or
- 2) the Maximum Monthly Benefit.]

[The maximum payment period for this benefit will be [X years].]

[We will pay the benefit to You monthly. For periods of less than one month, We will pay 1/30th of the Activities of Daily Living Benefit for each day of covered loss.]

The Activities of Daily Living Benefit will not:

- 1) be reduced by Other Income Benefits;
- 2) increase or reduce other benefits under The Policy; [or
- 3) be subject to the Cost of Living Adjustment.]

You are not restricted in any way as to Your use of this Activities of Daily Living Benefit.

We will stop paying You the Activities of Daily Living Benefit on the date:

- 1) Your Monthly Benefit terminates;
- 2) You are not Cognitively Impaired and You are able to perform [five or more] ADLs;[or
- 3) You reach the maximum payment period shown in this benefit.]

Cognitively Impaired means You suffer severe deterioration, or loss of:

- 1) memory;
- 2) orientation; or
- 3) the ability to understand or reason;

so that You are unable to perform common tasks such as, but not limited to, medication management, money management and using the telephone. The impairment in intellectual capacity must be measurable by standardized tests.

Section 5 – Benefits (Continued)

Activities of Daily Living (ADLs) means the following functions performed with or without equipment or adaptive devices:

- 1) bathing Yourself by being able to either:
 - a) wash Yourself in a tub or shower devices; or
 - b) give Yourself a sponge bath;
- 2) dressing Yourself by putting on and taking off needed garments and any braces or artificial limbs necessary for You to wear;
- 3) using the toilet by being able to get to and from, and on and off the toilet, and performing the associated hygienic tasks; or
- 4) transferring from bed to chair or wheelchair; or
- 5) bladder and bowel control by being able to either:
 - a) voluntarily control bowel and bladder function; or
 - b) maintain a reasonable level of person hygiene, if You are not so able; and
- 6) feeding Yourself, once the food has been prepared and made available to You.

Accidental Dismemberment and Loss of Sight Benefit: *What*

benefits are payable for dismemberment or loss of sight due to an Injury?

If, while covered under The Policy, You sustain an accidental bodily injury, which results in any of the following Losses within [90 days] after the date of accident, We will pay the Monthly Benefit, after the Elimination Period, for at least the number of months shown opposite the Loss.

For Loss of	Minimum Number of Monthly Benefit Payments
[Both Eyes	46
Both Hands or Both Feet	46
One Hand and One Foot	46
One Hand and One Eye	46
One Foot and One Eye	46
One Hand or One Foot	23
One Eye	15
Thumb and Index Finger of Either Hand	12]

[**Loss** means, with regard to:

- 1) hands and feet, actual severance through or above wrist or ankle joints;
- 2) eyes, entire and irrecoverable Loss thereof;
- 3) thumb and index finger, actual severance through or above the metacarpophalangeal joints.]

If You incur more than one of the listed Losses as the result of the same accident, the number of monthly benefit payments that You will receive will be limited to the Loss for which the greatest number of monthly benefit payments are shown in the above Schedule.

Benefits may continue to be payable to You after the Minimum Number of Monthly Benefit Payments have been made, if You remain Disabled. If You die after the Elimination Period, but before the minimum number of monthly benefit payments have been made, the remaining monthly benefit payments will be made to Your estate.

Section 5 – Benefits (Continued)

Business Protection Benefit: Are additional Disability Benefits paid to compensate for business revenue lost when I am Disabled?

We will pay a [Monthly] Business Protection Benefit to the Employer if You:

- 1) are actively engaged on a full-time basis in the business of the Employer, and fall within a class of persons that is covered by The Policy, and You are:
 - a) the sole proprietor of the Employer if the Employer is a sole proprietorship; or
 - b) a general partner of the Employer if the Employer is a partnership; or
 - c) a Member of a Limited Liability Company if the Employer is a Limited Liability Company; and
- 2) become Disabled while You are covered under this Business Protection Benefit; and
- 3) remain Disabled for the longer of:
 - a) the Elimination Period; or
 - b) [90] consecutive days; and
- 4) are receiving a [Monthly] Benefit for the Disability under the group insurance policy.

We calculate the [Monthly] Business Protection Benefit as the [lesser of:

- 1) [15]% of Your [Pre-disability Earnings]; or
- 2) [\$2,500].]

Is a benefit paid if I am Disabled and Working?

[If You are Disabled and Working, We will proportionately reduce the Business Protection Benefit according to the following formula:

$$\text{Business Protection Benefit Payable} = \frac{(A - B) \times C}{A}$$

where
A = Your Pre-Disability Earnings
B = Your current [Monthly] earnings
C = The Business Protection Benefit payable if You were Totally Disabled.]

How long will this benefit be paid?

We will stop paying the Business Protection Benefits on the earliest of:

- 1) [the date You cease to be Disabled;
- 2) the date [12 monthly] benefits have been paid under this Benefit;
- 3) the date You cease to be the proprietor, a partner, or a [Member,]if applicable, of the Employer; or
- 4) the date You die.

In no event will this benefit continue to be payable beyond a date shown in the Termination of Benefit Payment provision.]

Cafeteria Plan Election Restriction

The Policy is a part of a Cafeteria Plan sponsored by Your employer and governed by the requirements of Section 125 of the Internal Revenue Code. The rules of the Cafeteria Plan will supersede any provisions of the Policy which are in conflict with them.

Cafeteria Plans are subject to the following restriction:
The benefits You elect during the enrollment period will remain in effect until the next enrollment period.

Section 125 allows exception to this rule only in specified situations, including Change in Family Status and commencement or termination of employment.

[Rehabilitation Bonus: What happens if I successfully complete an approved program of Rehabilitation?

If You successfully complete an approved program of Rehabilitation, You will be eligible for an additional benefit equal to [1] times Your Monthly Benefit.

The benefit will be subject to all applicable terms and conditions of the Policy. We will pay the benefit in one lump sum.]

Section 6 - Exclusions and Limitations

Exclusions: *What Disabilities are not covered?*

[The Policy does not cover, and We will not pay a benefit for any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused [or contributed to by] war or act of war (declared or not);
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation;
- 5) caused [or contributed to] by an intentionally self-inflicted [Injury];
- 6) unless it is the result of a work-related [Injury or Sickness] sustained in the course of performing tasks for the Employer;
- 7) for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; or
- 8) sustained as a result of doing any work for pay or profit for [any/another] employer, including self-employment.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by the Employer; and
- 2) was terminated before the Effective Date of The Policy,

no benefits will be payable for the Disability under The Policy.]

Pre-Existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

[We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition,] [unless, at the time You become Disabled:

- 1) You have not received Medical Care for the condition for [180] consecutive day(s)] while insured under The Policy; or
- 2) [You have been continuously insured under The Policy for [365] consecutive day(s)].

Pre-existing Condition means:

- 1) any [accidental bodily injury, sickness,] Mental Illness, pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such [accidental bodily injury, sickness,] Mental Illness, pregnancy, or Substance Abuse;

for which You received Medical Care during the [90] day period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

Section 7 - General Provisions

Notice of Claim: You must give Us, [or Our representative,] [written] notice of a claim within [30 days] after Disability [or loss] occurs. If You cannot give notice within that time, You must give it to Us as soon as reasonably possible. Such notice must include Your name, Your address and the Policy Number.

When should I notify the Company of a claim?

[If You are Disabled and become eligible for the Activities of Daily Living Benefit, You must file a separate Notice of Claim within [30 days] of becoming eligible.]

Claim Forms: We [or Our representative] will send forms to You to provide Proof of Loss, within [15 days] of receiving a Notice of Claim. If We do not send the forms within [15 days], You may submit any other [written] proof which fully describes the nature and extent of Your claim.

Are special forms required to file a claim?

[Proof of loss is typically provided by telephone; however, if forms are required, they will be sent to You for providing Proof of Loss within [15 days] after We receive a notice of claim.]

Proof of Loss: What is Proof of Loss?

[Proof of Loss may include but is not limited to the following:

- 1) documentation of:
 - a) the date Your Disability began;
 - b) the cause of Your Disability;
 - c) the prognosis of Your Disability;
 - d) Your Pre-disability Earnings, Current [Monthly] Earnings or any income, including but not limited to copies of Your filed and signed federal and state tax returns; and
 - e) evidence that You are under the Regular Care of a Physician;
- 2) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 3) the names and addresses of all:
 - a) Physicians or other qualified medical professionals You have consulted;
 - b) hospitals or other medical facilities in which You have been treated; and
 - c) pharmacies which have filled Your prescriptions within the past three years;
- 4) Your signed authorization for Us to obtain and release:
 - a) medical, employment and financial information; and
 - b) any other information We may reasonably require;
- 5) Your signed statement identifying all Other Income Benefits; and
- 6) proof that You and Your dependents have applied for all Other Income Benefits which are available.

You will not be required to claim any retirement benefits which You may only get on a reduced basis.] All proof submitted must be satisfactory to Us.

Additional Proof of Loss: What additional proof of loss is the Company entitled to?

To assist Us in determining if You are Disabled, or to determine if You meet any other term or condition of The Policy, We have the right to require You to:

- 1) meet and interview with our representative; and
- 2) be examined by a Physician, vocational expert, functional expert, or other medical or vocational professional of Our choice.

Any such interview, meeting or examination will be:

- 1) at Our expense; and
- 2) as reasonably required by us.

Your Additional Proof of Loss must be satisfactory to Us. Unless We determine You have a valid reason for refusal, We may deny, suspend or terminate Your benefits if You refuse to be examined or meet to be interviewed by Our representative.

Sending Proof of Loss: When must proof of Loss be given?

Written Proof of Loss must be sent to Us within [90 days] after the start of the period for which We are liable for payment. If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not possible to give proof within the required time; and
- 2) proof is given as soon as possible; but
- 3) not later than [1 year] after it is due, unless You are not legally competent.

We may request Proof of Loss throughout Your Disability. In such cases, We must receive the proof within [30 days] of the request.

Section 7 - General Provisions (Continued)

Claim Payment:
When are benefit payments issued?

When We determine that You;
1) are Disabled; and
2) eligible to receive benefits;

We will pay accrued benefits at the end of each month that You are Disabled. We may, at Our option, make an advance benefit payment based on Our estimated duration of Your Disability. If any payment is due after a claim is terminated, it will be paid [as soon as Proof of Loss satisfactory to Us is received].

Benefits are not payable for any period during which You are confined to a penal or correctional institution if the period of confinement exceeds 30 days.

Claims to be Paid:
To whom will benefits for my claim be paid?

All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent;

then We may pay up to [\$1,000] to a person who is Related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

Claim Denial:
What notification will I receive if my claim is denied?

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the Policy provisions on which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

Claim Appeal:
What recourse do I have if my claim is denied?

On any claim, You or Your representative may appeal to Us for a full and fair review. To do so:

- 1) You must request a review upon written application within:
 - a) [180 days] of receipt of claim denial if the claim requires Us to make a determination of disability; or
 - b) [60 days] of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) You may request copies of all documents, records, and other information relevant to Your claim; and
- 3) You may submit written comments, documents, records and other information relating to Your claim.

We will respond to You in writing with Our final decision on the claim.

[Social Security:
When must I apply for Social Security Benefits?

You must apply for Social Security disability benefits when the length of Your Disability meets the minimum duration required to apply for such benefits. You must apply within [45 days] from the date of Our request. If the Social Security Administration denies Your eligibility for benefits, You will be required:

- 1) to follow the process established by the Social Security Administration to reconsider the denial; and
- 2) if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.]

Benefit Estimates:
How does the Company estimate Disability benefits under the United States Social Security Act?

We reserve the right to reduce Your [Monthly] Benefit by estimating the Social Security disability benefits You [or Your spouse and children] may be eligible to receive.

When We determine that You [or Your Dependent] may be eligible for benefits, We may estimate the amount of these benefits. We may reduce Your [Monthly] Benefit by the estimated amount.

Your [Monthly] Benefit will not be reduced by estimated Social Security disability benefits if:

- 1) You apply for Social Security disability benefits and pursue all required appeals in accordance with the Social Security provision; and
- 2) You have signed a form authorizing the Social Security Administration to release information about awards directly to Us; and

Section 7 - General Provisions (Continued)

- 3) You have signed and returned Our reimbursement agreement, which confirms that You agree to repay all overpayments.

If We have reduced Your [Monthly] Benefit by an estimated amount and:

- 1) You [or Your Dependent] are later awarded Social Security disability benefits, We will adjust Your [Monthly] Benefit when We receive proof of the amount awarded, and determine if it was higher or lower than Our estimate; or
- 2) Your application for Social Security disability benefits has been denied, We will adjust Your [Monthly] Benefit when You provide Us proof of final denial from which You cannot appeal from an Administrative Law Judge of the Office of Hearing and Appeals.

If Your Social Security benefits were lower than we estimated, and We owe You a refund, We will make such refund in a lump sum. If Your Social Security Benefits were higher than we estimated, and If Your [Monthly] Benefit has been overpaid, You must make a lump sum refund to Us equal to all overpayments, in accordance with the Overpayment Recovery provision .

Overpayment:

When does an overpayment occur?

An overpayment occurs:

- 1) when We determine that the total amount We have paid in benefits is more than the amount that was due to You under the Policy; or
- 2) when payment is made by Us that should have been made under another group policy.

This includes, but is not limited to, overpayments resulting from:

- 1) [retroactive awards received from sources listed in the Other Income Benefits definition;
- 2) failure to report, or late notification to Us of any Other Income Benefit(s) or earned income;
- 3) misstatement;
- 4) fraud; or
- 5) any error We may make.]

Overpayment

Recovery: *How does the Company exercise the right to recover overpayments?*

We have the right to recover from You any amount that We determine to be an overpayment. You have the obligation to refund to Us any such amount. Our rights and Your obligations in this regard may also be set forth in the reimbursement agreement You will be required to sign when You become eligible for benefits under this Policy.

If benefits are overpaid on any claim, You must reimburse Us within [30 days.]

If reimbursement is not made in a timely manner, We have the right to:

- 1) recover such overpayments from:
 - a) [You;
 - b) any other organization;
 - c) any other insurance company;
 - d) any other person to or for whom payment was made; and
 - e) Your estate.]
- 2) reduce or offset against any future benefits payable to You or Your survivors, [including the Minimum [Monthly] Benefit,] until full reimbursement is made. Payments may continue when the overpayment has been recovered;
- 3) refer Your unpaid balance to a collection agency; and pursue and enforce all legal and equitable rights in court.

Section 7 - General Provisions (Continued)

Subrogation: *What are the Company's subrogation rights?*

If You:

- 1) suffer a Disability because of the act or omission of a Third Party;
- 2) become entitled to and are paid benefits under The Policy in compensation for lost wages; and
- 3) do not initiate legal action for the recovery of such benefits from the Third Party in a reasonable period of time;

then We will be subrogated to any rights You may have against the Third Party and may, at Our option, bring legal action against the Third Party to recover any payments made by Us in connection with the Disability.

Third Party as used in this provision, means any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under the Policy.

Reimbursement: *What are the Company's Reimbursement Rights?*

We have the right to request to be reimbursed for any benefit payments made or required to be made under the Policy for a Disability for which You recover payment from a Third Party.

If You recover payment from a Third Party as:

- a) a legal judgment;
- b) an arbitration award; or
- c) a settlement or otherwise;

You must reimburse Us for the lesser of:

- a) the amount of payment made or required to be made by Us; or
- the amount recovered from the Third Party less any reasonable legal fees associated with the recovery.

Legal Actions: *When can legal action be taken against Us?*

Legal action cannot be taken against Us:

- 1) sooner than [60 days] after the date proof of loss is given; or
- 2) 6 years after the date [Written] Proof of Loss is required to be given according to the terms of The Policy.

Insurance Fraud: *How does the Company deal with fraud?*

Insurance Fraud occurs when You [and/or Your Employer] provide Us with false information or files a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You [and/or Your Employer] commit Insurance Fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit Insurance Fraud. We will pursue all available legal remedies if You [and/or Your Employer] perpetrate Insurance Fraud.

Misstatements: *What happens if facts are misstated?*

If material facts about You were not stated accurately:

- 1) Your premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

[No statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You.]

Policy Interpretation: *Who interprets the terms and conditions of The Policy?*

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. This provision applies where the interpretation of The Policy is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).



COMPANION LIFE INSURANCE COMPANY
7909 Parklane Road, Suite 200, Columbia, South Carolina 29223-5666
P.O. Box 100102, Columbia, South Carolina 29202-3102
(803) 735-1251

[Unemployment Premium Waiver Option Rider]

[If a Covered Person, while insured, becomes unemployed, the Company will waive the Covered Person's premiums. To qualify for benefits under this Rider the Covered Person must receive unemployment compensation for at least 60 consecutive days. Premiums will be waived for 12 months even if the Covered Person returns to work. This option can only be exercised once over the life of the policy; the Rider itself is renewable to age 60 or until the date the Covered Person exercises it.]

This rider forms a part of [The Policy to which it is attached] and [all] certificates given in connection with The Policy.

This rider becomes effective [on the later to occur of:

- a) the effective date of the Policy or certificate to which this rider is attached; or
 - b) the first day of the month on or next following the date e accept Your application and required premium.]
- In consideration of the required additional premium and submission of satisfactory evidence of insurability, the following benefit is added to The Policy and certificates:]

In all other respects, The Policy and certificates remain the same.

Signed for Companion Life Insurance Company

Trescott N. Hinton, Jr.
President