

SERFF Tracking Number: NWLC-126447357 State: Arkansas  
Filing Company: Nationwide Life Insurance Company State Tracking Number: 44609  
Company Tracking Number: NSHDIS 2000  
TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term  
Product Name: Nationwide ReNEW2 STD/LTD  
Project Name/Number: ReNEW2 STD/LTD /NSHDIS 2000

## Filing at a Glance

Company: Nationwide Life Insurance Company

Product Name: Nationwide ReNEW2 STD/LTD SERFF Tr Num: NWLC-126447357 State: Arkansas

TOI: H11G Group Health - Disability Income SERFF Status: Closed-Approved- State Tr Num: 44609  
Closed

Sub-TOI: H11G.005 Combined Short Term and Co Tr Num: NSHDIS 2000 State Status: Approved-Closed  
Long Term

Filing Type: Form

Reviewer(s): Rosalind Minor  
Disposition Date: 01/25/2010

Authors: Jonna Shields, Robin  
Golden, Kimberly Dunn

Date Submitted: 01/16/2010

Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: ReNEW2 STD/LTD

Project Number: NSHDIS 2000

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Employer, Association,  
Trust

Explanation for Other Group Market Type:

State Status Changed: 01/25/2010

Created By: Kimberly Dunn

Corresponding Filing Tracking Number:

Filing Status Changed: 01/25/2010

Deemer Date:

Submitted By: Kimberly Dunn

Filing Description:

GROUP DISABILITY INSURANCE

Group Disability Insurance Policy form NSHDIS 2000 AR

Group Disability Insurance Certificate form NSHDIS 2500 AR

Group Disability Insurance Amendment form NSHDIS 2400

Group Disability Application form NSHEMP 2300-1

Group Disability Evidence of Insurability form NSHEMP 2800-1

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Dear Sir/Madam:

Enclosed for your approval is Group Disability Insurance Policy Form NSHDIS 2000 AR, together with related forms. These do not replace previously filed forms, except as noted below.

Group Policy form NSHDIS 2000 AR provides Group Short and Long Term Disability Insurance, forms of Group Accident and Health Insurance. There is no deviation from generally accepted standard insurance practices. The attached memorandum, entitled "General and Specific Variables," explains the type of variables that may be used.

Group Certificate form NSHDIS 2500 AR, Group Amendment form NSHDIS 2400, Group Application form NSHEMP 2300-1, and Group Disability Evidence of Insurability form NSHEMP 2800-1 are also enclosed for your review and approval. Please note that, once approved, Group Application form NSHEMP 2300-1 and Group Disability Evidence of Insurability form NSHEMP 2800-1 will replace the following forms that were approved in your state on 4/21/09 under SERFF tracking number NWLC-126115288:

Group Application form NSHEMP 2300  
Group Disability Evidence of Insurability form NSHGTL 2800-1

This group insurance product will be marketed through agents and brokers to groups traditionally regarded as eligible for group accident and health insurance coverage. Most group policies will be issued to employer policyholders to cover their employees.

Attached please find a letter authorizing Custom Disability Solutions (a division of Reliance Standard Life Insurance Company) to submit this filing on behalf of Nationwide Life Insurance Company, an NAIC Uniform Transmittal Form, and an EFT payment of \$50.00 will be made as payment of the filing fee.

## Company and Contact

### Filing Contact Information

Kimberly Dunn, Compliance Consultant kdunn@customdisability.com  
50 Stanford Dr. 860-751-7161 [Phone]  
2nd Floor  
Farmington, CT 06032

### Filing Company Information

Nationwide Life Insurance Company CoCode: 66869 State of Domicile: Ohio  
5525 Parkcenter Circle Group Code: 140 Company Type:  
Dublin, OH 43017 Group Name: State ID Number:

SERFF Tracking Number: NWLC-126447357 State: Arkansas  
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Product Name: Nationwide ReNEW2 STD/LTD  
Project Name/Number: ReNEW2 STD/LTD /NSHDIS 2000  
(614) 854-3375 ext. [Phone] FEIN Number: 31-4156830

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**Filing Fees**

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: \$50 per policy filing (not per form)5  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Nationwide Life Insurance Company	\$50.00	01/16/2010	33582734

SERFF Tracking Number: NWLC-126447357 State: Arkansas  
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	01/25/2010	01/25/2010

*SERFF Tracking Number:* NWLC-126447357      *State:* Arkansas  
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## **Disposition**

Disposition Date: 01/25/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification	Approved-Closed	Yes
<b>Supporting Document</b>	Application	Approved-Closed	Yes
<b>Supporting Document</b>	Third party authorization	Approved-Closed	Yes
<b>Supporting Document</b>	General and Specific Variables	Approved-Closed	Yes
<b>Form</b>	Group Disability Policy	Approved-Closed	Yes
<b>Form</b>	Group Disability Certificate	Approved-Closed	Yes
<b>Form</b>	Group Disability Amendment	Approved-Closed	Yes
<b>Form</b>	Group Application	Approved-Closed	Yes
<b>Form</b>	Evidence of Insurability form	Approved-Closed	Yes

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## Form Schedule

### Lead Form Number: NSHDIS 2000 AR

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 01/25/2010	NSHDIS 2000 AR	Policy/Cont ract/Fratern al Certificate	Group Disability	Initial		45.000	AR Nationwide ReNEW2 STD and LTD Policy.pdf
Approved-Closed 01/25/2010	NSHDIS 2500 AR	Certificate	Group Disability Certificate	Initial		45.000	AR Nationwide ReNEW2 STD and LTD Certificate.pdf
Approved-Closed 01/25/2010	NSHDIS 2400	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Group Disability Amendment	Initial		45.000	Nationwide ReNEW2 STD and LTD Amendment.p df
Approved-Closed 01/25/2010	NSHEMP 2300-1	Application/ Enrollment Form	Group Application	Initial		45.000	NSHEMP 2300-1 _Group App_.pdf
Approved-Closed 01/25/2010	NSHEMP 2800-1	Application/ Enrollment Form	Evidence of Insurability form	Initial		45.000	NSHEMP 2800-1 _E of I Form.pdf



# Nationwide Life Insurance Company

Home Office: One Nationwide Plaza, Columbus, Ohio 43216  
(Hereafter called We, Us or Our in this Policy)

*On Your Side*<sup>®</sup>

## GROUP [SHORT TERM] [AND] [LONG TERM] DISABILITY INSURANCE

Policyholder: [ABC COMPANY]

Policy Number: [100000]

Policy Effective Date: [January 1, 2010]

Policy Anniversary Date: [January 1, 2011]

State of Policy Issue: Arkansas

Policy Insured By: Nationwide Life Insurance Company, referred to as "the Company," "we," "us," and "our."

We will provide the benefits under this policy in consideration of the application and premium. We make this promise subject to all of the provisions of this policy.

Read this policy carefully and contact us promptly if you have questions. This policy is delivered and is governed by the laws of the state of policy issue and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

This policy consists of:

- All policy provisions and any amendments and/or attachments issued;
- The policyholder's application;
- Employees' signed applications, if any;
- The certificate of coverage.

This policy may be changed in whole or in part. Only an officer of ours can approve a change. The approval must be in writing and endorsed on or attached to this policy. No other person, including any agent, may change this policy or waive any part of it.

Signed for Nationwide Life Insurance Company.

President

Secretary

ER-1 Rev 10/05

**STATE OF ARKANSAS**

**REQUIRED POLICY INFORMATION**

**Address and Telephone Number of EMC National Life Company:**  
[add address and toll-free number]

**Name, Address and Telephone Number of Agent:**  
[add name, address and toll-free number]

If we at EMC National Life Company fail to provide you with reasonable and adequate service, you should feel free to contact the Arkansas Insurance Department at this address:

Arkansas Insurance Department  
Consumer Services Division  
1200 West Third Street  
Little Rock, Arkansas 72201-1904  
1-800-852-5494 or  
501-371-2640

AR Notice

## INTRODUCTION

This policy is divided into two sections:

- The employer section;
- The employee section.

Both sections together form the policy and include all of the benefits available under a plan.

Whenever we use the terms "you or your" in the employer section, we mean the employer.

ER-2



**SHORT TERM DISABILITY  
POLICY DETAILS (Continued)**

**When do you need to pay premium?**

Premium payments are due on the plan effective date, and the [first day] of each calendar month after the plan effective date.

We must receive all premiums on or before the date the premium is due. You must pay premium in United States dollars.

Premium payments for this coverage must continue for any employee receiving payments under this plan [through the first of the month following the date the employee is disabled under this plan].

**SHORT TERM DISABILITY  
POLICY DETAILS (Continued)**

**When do you need to pay premium?**

Premium payments are due on the plan effective date, and the [first day] of each calendar month after the plan effective date.

We must receive all premiums on or before the date the premium is due. You must pay premium in United States dollars.

Premium payments for this coverage must continue for any employee [through the first of the month following the date the employee is disabled under this plan][through the first payroll date following the date the employee is disabled under this plan].

ER-V-4S



**LONG TERM DISABILITY  
POLICY DETAILS (Continued)**

**When do you need to pay premium?**

Premium payments are due on the plan effective date, and the [first day] of each calendar month after the plan effective date.

We must receive all premiums on or before the date the premium is due. You must pay premium in United States dollars.

Waiver of Premium: Premium payments for coverage under this plan are suspended for an insured while benefits are payable to the insured under this long term disability plan.

ER-4L |

**Comment [CKL1]:** Add rev. date.

## EMPLOYER PROVISIONS

### WHEN DO YOU MAKE PREMIUM CHANGES?

If employee status changes occur during a policy month then you must report the changes on the next premium due date following the change. Any premium increase or decrease will be adjusted and will become due at this same time, but will not be pro-rated daily.

If you pay premium on other than a monthly basis, changes in premiums will result in a monthly pro-rated adjustment on the next premium due date.

We will adjust premiums for the current policy year and the prior policy year unless changes are the result of fraudulent information.

### WHAT INFORMATION DO WE REQUIRE OF YOU?

You must give us the following on a regular basis:

- Information about your employees:
  - Who are eligible to become insured;
  - Whose amounts of coverage changed, including salary increase and decrease Information;
  - Whose coverage ends.
- Occupational information and any other information that we may reasonably require.

Your records that we believe have a bearing on coverage under this plan are open for our review at any reasonable time.

Clerical error or omission will not:

- Prevent an employee from receiving coverage;
- Affect the amount of an insured's coverage; or
- Effect or continue an insured's coverage if it should not be in effect or continue in effect.

ER-5

## EMPLOYER PROVISIONS (Continued)

### WHEN CAN THIS POLICY OR A PLAN UNDER THIS POLICY BE CANCELED?

This policy or a plan under this policy can be canceled:

- By us; or
- By you.

We may cancel or offer to modify this policy or a plan, with at least 31 days written notice, when:

- The employees pay all or a part of the cost of their coverage and less than [50-75%] of the employees eligible for coverage are participating in a plan;
- You are paying the full cost of coverage and less than 100% of the employees eligible for coverage are participating in a plan;
- You do not promptly provide us with information that we need;
- This policy has been in effect more than 12 months;
- You fail to perform any of your obligations that relate to this policy;
- Fewer than 10 employees are insured for coverage under this policy or a plan.

If you fail to pay the premium during the 31 grace period, this policy or plan will terminate automatically on the last day of the grace period. You are responsible for paying premium for coverage in effect during the grace period. You must pay us all premium due for the full period each plan is in effect.

**Plan means a line of coverage under this policy.**

**Grace period means the period of time following the premium due date, except for the first premium, during which premium payment may be made.**

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

You may cancel this policy or a plan by giving us written notice at least 31 days before you intend the policy or plan to end. Cancellation can occur on an earlier date, if we agree. If this policy or a plan is canceled, the cancellation will not affect a payable claim.

**Payable claim means a claim for which we are liable under the terms of this policy.**

If this policy or a plan is canceled, coverage will end at 12:01 a.m. on the last day of coverage.

ER-6

## EMPLOYER PROVISIONS (Continued)

### WHEN CAN THIS POLICY OR A PLAN UNDER THIS POLICY BE CANCELED?

This policy or a plan under this policy can be canceled:

- By us; or
- By you.

We may cancel or offer to modify this policy or a plan, with at least 31 days written notice, when:

- [The participation falls below the greater of:
  - [ 25% ] of the employees eligible for coverage;
  - 10 of the employees eligible for coverage].
- You do not promptly provide us with information that we need;
- This policy has been in effect more than 12 months;
- You fail to perform any of your obligations that relate to this policy.

If you fail to pay the premium during the 31 day grace period, this policy or plan will terminate automatically on the last day of the grace period. You are responsible for paying premium for coverage in effect during the grace period. You must pay us all premium due for the full period each plan is in effect.

**Plan means a line of coverage under this policy.**

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

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**Payable claim means a claim for which we are liable under the terms of this policy.**

If this policy or a plan is canceled, coverage will end at 12:01 a.m. on the last day of coverage.

ER-V-6 Rev 1/00

## EMPLOYER PROVISIONS (Continued)

### WHEN CAN THIS POLICY OR A PLAN UNDER THIS POLICY BE CANCELED?

This policy or a plan under this policy can be canceled:

- By us; or
- By you.

We may cancel or offer to modify this policy or a plan, with at least [31 days] written notice, when:

- You have [2 to 5] employees eligible for coverage, and less than [100%] of the employees eligible for coverage are participating in a plan;
- You have [6 to 9] employees eligible for coverage, and all but one of the employees eligible for coverage are participating in a plan;
- You have [10] or more employees eligible for coverage;
- You are paying the full cost of coverage and less than 100% of the employees eligible for coverage are participating in a plan;
- You do not promptly provide us with information that we need;
- This policy has been in effect more than 12 months;
- You fail to perform any of your obligations that relate to this policy;
- Fewer than 2 employees are insured for coverage under this policy or a plan.

If you fail to pay the premium during the 31 day grace period, this policy or plan will terminate automatically on the last day of the grace period. You are responsible for paying premium for coverage in effect during the grace period. You must pay us all premium due for the full period each plan is in effect.

**Plan means a line of coverage under this policy.**

**Grace period means the period of time following the premium due date, except for the first premium, during which premium payment may be made.**

ER-6SG

## **EMPLOYER PROVISIONS (Continued)**

### **CAN A PLAN BE CHANGED?**

You must give us advance notice of a request to change a plan.

### **WHAT IF STATUTES IN THE STATE OF POLICY ISSUE CHANGE?**

Any provision of this policy which, on or after the policy effective date, conflicts with the statutes of the state of policy issue or any federal statutes, is hereby amended to comply with the minimum requirements of such statute.

### **CAN THE VALIDITY OF THIS POLICY BE DISPUTED?**

The validity of this policy shall not be disputed after the policy has been in effect for two years from the policy effective date, except in situations when:

- Premium has not been paid; or
- For fraudulent misrepresentations.

Disputing the validity of this policy shall be prohibited if statements made by the applicant in applying for this policy do not appear in a written document signed by the person making the statement. A copy of the written document must be given to the person making the statement.

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## EMPLOYER PROVISIONS (Continued)

If you do not pay the premium during the grace period, this policy or plan will terminate automatically on the last day for which premium was paid. You are responsible for paying premium for coverage in effect during the grace period. You must pay us all premium due for the full period each plan is in effect.

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

You may cancel this policy or a plan by giving us written notice at least 31 days before you intend the policy or plan to end. Cancellation can occur on an earlier date, if we agree. If this policy or a plan is canceled, the cancellation will not affect a payable claim.

**Payable claim means a claim for which we are liable under the terms of this policy.**

If this policy or a plan is canceled, coverage will end at 12:01 a.m. on the last day of coverage.

### **CAN A PLAN BE CHANGED?**

You must give us advance notice of a request to change a plan.

### **WHAT IF STATUTES IN THE STATE OF POLICY ISSUE CHANGE?**

Any provision of this policy which, on or after the policy effective date, conflicts with the statutes of the state of policy issue or any federal statutes, is hereby amended to comply with the minimum requirements of such statute.

### **CAN THE VALIDITY OF THIS POLICY BE DISPUTED?**

The validity of this policy shall not be disputed after the policy has been in effect for two years from the policy effective date, except in situations when:

- Premium has not been paid; or
- For fraudulent misrepresentations.

Disputing the validity of this policy shall be prohibited if statements made by the applicant in applying for this policy do not appear in a written document signed by the person making the statement. A copy of the written document must be given to the person making the statement.

ER-7SG



# Nationwide Life Insurance Company

Home Office: One Nationwide Plaza, Columbus, Ohio 43216  
(Hereafter called We, Us or Our in this Policy)

*On Your Side*®

## GROUP [SHORT TERM][ AND][ LONG TERM] DISABILITY INSURANCE

### CERTIFICATE OF COVERAGE

[Your name: [John Q. Adams]]  
Policyholder: [ABC Company]  
Policy Number: [100000]  
Policy Effective Date: [January 1, 2008]

Nationwide Life Insurance Company (referred to as "the Company", "we", "us", or "our") welcomes your employer as a client.

This is your certificate of coverage as long as you are eligible for coverage and you become insured. You will want to read it carefully and keep it in a safe place.

Your certificate of coverage is written in plain English. There are a few terms and provisions written as required by insurance law. If you have any questions about any of the terms and provisions, please consult our claims paying office. We will assist you in understanding your benefits.

If the terms and provisions of the certificate of coverage (issued to you) differ from the policy (issued to the Policyholder), the policy will govern. Your coverage may be canceled or changed in whole or in part under the terms and provisions of the policy.

The policy is delivered in and is governed by the laws of Arkansas and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. When making a benefit determination under the policy, we have discretionary authority to determine your eligibility for benefits and to interpret the terms and provisions of the policy.

For purposes of effective dates and ending dates under the group policy, all days begin at 12:00 midnight and end at 12:01 a.m. at the policyholder's address.

Signed for Nationwide Life Insurance Company.

President

Secretary

C-1 AR

## TABLE OF CONTENTS

Your certificate is divided into the following sections:

SECTION 1 - HIGHLIGHTS OF YOUR PLAN

SECTION 2 - GENERAL INFORMATION

SECTION 3 - ELIGIBILITY FOR COVERAGE

SECTION 4 - BENEFIT SPECIFICS

- Disability defined;
- Details on calculating benefit payments;
- Exclusions and limitations that may apply.

SECTION 5 - CLAIM INFORMATION

[SECTION 6 - ADDITIONS TO YOUR LTD PLAN]

For your ease in finding information in your certificate, we:

- Start each section with a summary of the contents and the terms we define in the section;
- Shade all of the defined terms within a section.

## SECTION 1: HIGHLIGHTS OF YOUR STD PLAN

This is a brief overview of your plan of benefits. We refer to these terms often throughout this certificate. Whenever we use these terms in the certificate they have the following meaning, unless we advise you otherwise.

Eligible Class = [All full-time employees.]

[You must be working at least [30] hours per week.]

[Benefit Percentage = [50%]]

[Maximum Payment Amount = [\$1,000\*]]

[Benefit Amount = [\$500]\*]

[\*We may reduce the amount we pay you by other income amounts and any income you earn or receive from any form of employment. Some disabilities may not be covered under this plan. A pre-existing conditions exclusion and other limitations may apply to the STD plan.]

[Minimum Payment Amount = [\$25]]

We may apply all payments to you toward overpayments.

Elimination Period = If disability is due to an injury [the later of:] [14] days [or the date your salary continuation ends] [or the date accumulated sick leave ends].

If disability is due to a sickness [the later of:] [14] days [or the date your salary continuation ends] [or the date accumulated sick leave ends].

[If, because of your disability, you are hospital confined, benefits begin immediately.] [Hospital confined means you are admitted as an in-patient in a hospital for a period of at least 24 consecutive hours for the condition resulting in your disability.]

[Pre-disability earnings means your gross weekly rate of earnings from the employer in effect just prior to the date disability begins. It includes earnings from commissions, but not bonuses, overtime pay or other extra compensation. Commissions received will be averaged for the lesser of:

1. The 52 week period of employment just prior to the date disability begins; or
2. The period of employment.]

[If your disability begins while you are on a covered layoff or leave of absence, we will use your pre-disability earnings from the employer in effect just before the date your absence begins.]

Our payments to you will be based on the amount of your pre-disability earnings covered by this plan and for which premium has been paid.

EE-1S-1 Rev 10/05

**SECTION 1: HIGHLIGHTS OF YOUR STD PLAN**  
(Continued)

Maximum Payment Duration = [26] weeks

Waiting Period:

- [If you are in an eligible class on or before the plan effective date: None.]
- [If you are entering an eligible class after the plan effective date: 30 days.]

If your employment ends and you are rehired by the same employer within [1 month -1 year], we will apply your previous employment in an eligible class toward completing the waiting period. All other provisions of this plan apply.

Cost of Coverage:

- [The employer pays the cost of your coverage.]
- [You and the employer share in the cost of your coverage.]
- [You pay the cost of your coverage.]

The cost of your coverage must be paid for any period of time during which you are disabled under this plan.

EE-1S-2

## SECTION 1: HIGHLIGHTS OF YOUR VOLUNTARY STD PLAN

This is a brief overview of your plan of benefits. We refer to these terms often throughout this certificate. Whenever we use these terms in the certificate, they have the following meaning, unless we advise you otherwise.

Eligible Class = [All full-time employees.]

[You must be working at least [30] hours per week.]

Weekly Payment = [The weekly payment is the amount you selected, not to exceed [60%] of pre-disability earnings\*] [[60%] of your pre-disability earnings, not to exceed [\$2,000] per week\*]

[\*We may reduce the amount we pay you by other income amounts and any income you earn or receive from any form of employment. Some disabilities may not be covered under this plan.]

[Minimum Payment Amount = [\$25]]

We may apply all payments to you toward overpayments.

Elimination Period = If disability is due to an injury [the later of:] [14] days [or the date your salary continuation ends] [or the date accumulated sick leave ends].

If disability is due to a sickness [the later of:] [14] days [or the date your salary continuation ends] [or the date accumulated sick leave ends].

[If, because of your disability, you are hospital confined, benefits begin immediately.] [Hospital confined means you are admitted as an in-patient in a hospital for a period of at least 24 consecutive hours for the condition resulting in your disability.]

EE-1SV-1 Rev 3/99

## SECTION 1: HIGHLIGHTS OF YOUR VOLUNTARY STD PLAN

(Continued)

[Pre-disability earnings for your initial enrollment period means your gross weekly rate of earnings from the employer in effect just prior to the date disability begins. It does not include earnings from commissions, bonuses, overtime pay or other extra compensation.]

[Pre-disability earnings means, for coverage in effect after your initial enrollment period, your gross weekly rate of earnings from the employer just prior to the date disability begins. It does not include earnings from commissions, bonuses, overtime pay or other extra compensation.]

[If your disability begins while you are on a covered layoff or leave of absence, we will use your pre-disability earnings from the employer just prior to the date your absence begins.] Our payments to you will be based on the amount of your pre-disability earnings covered by this plan and for which premium has been paid.

Maximum Payment Duration = [9-52] weeks

Waiting Period:

- [If you are in an eligible class on or before the plan effective date: None.]
- [If you are entering an eligible class after the plan effective date: 30 days.]

If your employment ends and you are rehired by the same employer within [1 month -1 year], we will apply your previous employment in an eligible class toward completing the waiting period. All other provisions of this plan apply.

Cost of Coverage: [You pay the cost of your coverage.]

Waiver of Premium: The cost of your coverage will be suspended for any period of time after the [first of the month following the] date you are disabled under this plan. If you return to active employment with the employer and are in an eligible class, and want your coverage to continue, the cost of your coverage must begin to be paid again.

EE-1SV-2 Rev 3/99

## SECTION 1: HIGHLIGHTS OF YOUR LTD PLAN

This is a brief overview of your plan of benefits. We refer to these terms often throughout this certificate. Whenever we use these terms in the certificate, they have the following meaning, unless we advise you otherwise.

Eligible Class = [All full-time employees.]

[You must be working at least [30] hours per week.]

[Benefit Percentage = [60%]]

[Maximum Payment Amount = [\$5,000]\*]

[Benefit Amount = [\$500 - 6,000]\*]

[\*We may reduce the amount we pay to you by other income amounts and any income you earn or receive from any form of employment. Some disabilities may not be covered under this plan.]

Minimum Payment Amount = [The greater of: \$100; or 10% of your gross disability payment you receive from us.]

We may apply all payments to you toward overpayments.

Elimination Period = [The later of:] [180] days after the date disability begins [or the date accumulated sick leave or salary continuation ends] [or the date short term disability payments to you end].

[Pre-disability earnings means your gross monthly rate of earnings from the employer in effect just prior to the date disability begins. It includes earnings from commissions, but not bonuses, overtime pay or other extra compensation. Commissions received will be averaged for the lesser of:

1. The 12 month period of employment just prior to the date disability begins; or
2. The period of employment.]

[If your disability begins while you are on a covered layoff or leave of absence, we will use your pre-disability earnings from the employer in effect just before the date your absence begins.]

Our payments to you will be based on the amount of your pre-disability earnings covered by this plan and for which premium has been paid.

EE-1L-1 Rev 10/05

## SECTION 1: HIGHLIGHTS OF YOUR LTD PLAN

(Continued)

### Maximum Payment Duration

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

**[Social Security Normal Retirement Age (SSNRA) means the age at which you are eligible for Social Security full retirement benefits.]**

### Waiting Period:

- [If you are in an eligible class on or before the plan effective date: None.]
- [If you are entering an eligible class after the plan effective date: 30 days.]

If your employment ends and you are rehired by the same employer within [1 month -1 year], we will apply your previous employment in an eligible class toward completing the waiting period. All other provisions of this plan apply.

### Cost of Coverage:

- [The employer pays the cost of your coverage.]
- [You and the employer share in the cost of your coverage.]
- [You pay the cost of your coverage.]

Waiver of Premium: The cost of your coverage will be suspended for any period of time during which you are disabled under this plan and eligible to receive a monthly payment from us. If you return to active employment with the employer and are in an eligible class, and want your coverage to continue, the cost of your coverage must begin to be paid again.

EE-1L-2 Rev 10/05

## SECTION 1: HIGHLIGHTS OF YOUR VOLUNTARY LTD PLAN

This is a brief overview of your plan of benefits. We refer to these terms often throughout this certificate. Whenever we use these terms in the certificate, they have the following meaning, unless we advise you otherwise.

Eligible Class = [All full-time employees.]

[You must be working at least [30] hours per week.]

[Benefit Percentage = [60%]]

[Maximum Payment Amount = [\$5,000]\*]

[Benefit Amount = [\$500 -6,000]\*]

[\*We may reduce the amount we pay to you by other income amounts and any income you earn or receive from any form of employment. Some disabilities may not be covered under this plan.]

Minimum Payment Amount = [The greater of: \$100; or 10% of your gross disability payment you receive from us.]

We may apply all payments to you toward overpayments.

Elimination Period = [The later of:] [180] days after the date disability begins [or the date accumulated sick leave or salary continuation ends] [or the date short term disability payments to you end].

[Pre-disability earnings means for your initial enrollment period your gross monthly rate of earnings from the employer in effect just prior to the date disability begins. It includes earnings from commissions, but not bonuses, overtime pay or other extra compensation. Commissions received will be averaged for the lesser of:

1. The 12 month period of employment just prior to the date you enroll for coverage; or
2. The period of employment.]

EE-1LV-1 Rev 10/05

## SECTION 1: HIGHLIGHTS OF YOUR VOLUNTARY LTD PLAN

(Continued)

[Pre-disability earnings means, for coverage in effect after your initial enrollment period, your gross monthly rate of earnings from the employer just prior to the date disability begins. It includes earnings from commissions, but not bonuses, overtime pay or other extra compensation. Commissions received will be averaged for the lesser of:

1. The 12 month period of employment just prior to the date your disability begins; or
2. The period of employment.]

[If your disability begins while you are on a covered layoff or leave of absence, we will use your pre-disability earnings from the employer in effect just before the date your absence begins.] Our payments to you will be based on the amount of your pre-disability earnings covered by this plan and for which premium has been paid.

### Maximum Payment Duration

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

**[Social Security Normal Retirement Age (SSNRA) means the age at which you are eligible for Social Security full retirement benefits.]**

### Waiting Period:

- [If you are in an eligible class on or before the plan effective date: None.]
- [If you are entering an eligible class after the plan effective date: 30 days.]

If your employment ends and you are rehired by the same employer within [1 month -1 year], we will apply your previous employment in an eligible class toward completing the waiting period. All other provisions of this plan apply.

EE-1LV-2 Rev 10/05

## SECTION 1: HIGHLIGHTS OF YOUR VOLUNTARY LTD PLAN

(Continued)

### Cost of Coverage:

- [The employer pays the cost of your coverage.]
- [You and the employer share in the cost of your coverage.]
- [You pay the cost of your coverage.]

Waiver of Premium: The cost of your coverage will be suspended for any period of time during which you are disabled under this plan and eligible to receive a monthly payment from us. If you return to active employment with the employer and are in an eligible class, and want your coverage to continue, the cost of your coverage must begin to be paid again.

EE-1LV-3 Rev 10/05

## SECTION 1: HIGHLIGHTS OF YOUR STD PLAN

This is a brief overview of your plan of benefits. We refer to these terms often throughout this certificate. Whenever we use these terms in the certificate they have the following meaning, unless we advise you otherwise.

Eligible Class = [All full-time employees.]

You must be working at least [30] hours per week.

Benefit Percentage = [20%, 50%, 60%, 66 2/3%, 70%] of pre-disability earnings

Maximum Payment Amount = [\$1,000] [\*]

[Benefit Amount = Amount in [\$10 or \$25] increments, not to exceed the lesser of [70%] of pre-disability earnings or [\$1,000.][\*]]

[\*We may reduce the amount we pay you by other income amounts and any income you earn or receive from any form of employment. Some disabilities may not be covered under this plan. A pre-existing conditions exclusion and other limitations may apply to the STD plan.]

Elimination Period = If disability is due to an injury [0 days];

If disability is due to a sickness: [7 days.]

Pre-disability earnings means your gross weekly rate of earnings from the employer in effect just prior to the date disability begins. It includes earnings from commissions, but not bonuses, overtime pay or other extra compensation. Commissions received will be averaged for the lesser of:

1. The 52 week period of employment just prior to the date disability begins; or
2. The period of employment.

If your disability begins while you are on a covered layoff or leave of absence, we will use your pre-disability earnings from the employer in effect just before the date your absence begins.

Our payments to you will be based on the amount of your pre-disability earnings covered by this plan and for which premium has been paid.

EE-1SSG-1

## SECTION 1: HIGHLIGHTS OF YOUR STD PLAN

(Continued)

Maximum Payment Duration = [13-26] weeks

Waiting Period:

- If you are in an eligible class on or before the plan effective date: [First of the month coinciding with or next following [90 days] in an eligible class.]
- If you are entering an eligible class after the plan effective date: [First of the next month coinciding with or next following [90 days] in an eligible class.]

If your employment ends and you are rehired by the same employer within [1 month -1 year], we will apply your previous employment in an eligible class toward completing the waiting period. All other provisions of this plan apply.

Individual Effective Date: [The first of the policy month coinciding with or next following completion of the waiting period, if applicable.]

Cost of Coverage: [[The employer pays the cost of your coverage.] / [You pay the cost of your coverage.] / [You and the employer share in the cost of your coverage.]]

The cost of your coverage must be paid for any period of time during which you are disabled under this plan.

EE-1SSG-2

## SECTION 1: HIGHLIGHTS OF YOUR LTD PLAN

This is a brief overview of your plan of benefits. We refer to these terms often throughout this certificate. Whenever we use these terms in the certificate it has the following meaning, unless we advise you otherwise.

Eligible Class = [All full-time employees.]

You must be working at least [30] hours per week.

[Benefit Percentage = [60%]]

[Maximum Payment Amount = [\$6,000]]\*

[\*We may reduce the amount we pay to you by other income amounts and any income you earn or receive from any form of employment. Some disabilities may not be covered under this plan.]

Minimum Payment Amount = [11% of pre-disability earnings.]

We may apply all payments to you toward overpayments.

Elimination Period = [The later of:][60, 90, 180] days after the date disability begins [or the date short term disability payments to you end].

EE-1LSG-1

## SECTION 1: HIGHLIGHTS OF YOUR LTD PLAN

(Continued)

### Maximum Payment Duration

#### [For Class 1]

Age When Disability Begins	Maximum Payment Duration
[Less than Age 60	To Age 65, but not less than 5 years
Age 60	60 months
Age 61	48 months
Age 62	42 months
Age 63	36 months
Age 64	30 months
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 and over	12 months]

#### [For Class 2]

Age When Disability Begins	Maximum Payment Duration
[Less than Age 60	To Age 65 for Injury, and the lesser of 5 years or to Age 65 for Sickness
Age 60	60 months
Age 61	48 months
Age 62	42 months
Age 63	36 months
Age 64	30 months
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 and over	12 months]

### Waiting Period:

- If you are in an eligible class on or before the plan effective date: [First of the month coinciding with or next following 90 days in an eligible class.]
- If you are entering an eligible class after the plan effective date: [First of the month coinciding with or next following 90 days in an eligible class.]

If your employment ends and you are rehired by the same employer within [1 month -1 year], we will apply your previous employment in an eligible class toward completing the waiting period. All other provisions of this plan apply.

Individual Effective Date: [The first of the policy month coinciding with or next following completion of the waiting period, if applicable.]

EE-1LSG-2

## SECTION 1: HIGHLIGHTS OF YOUR LTD PLAN

(Continued)

Cost of Coverage:  [The employer pays the cost of your coverage.] /  [You and the employer share in the cost of your coverage.] /  [You pay the cost of your coverage.]

Waiver of Premium: The cost of your coverage will be suspended for any period of time during which you are disabled under this plan and eligible to receive a monthly payment from us. If you return to active employment with the employer and are in an eligible class, and want your coverage to continue, the cost of your coverage must begin to be paid again.

EE-1LSG-3

## SECTION 1: HIGHLIGHTS OF YOUR LTD PLAN

(Continued)

[If you are a partner, pre-disability earnings means your average monthly earnings as figured:

1. From the line showing "net earnings (loss) from self-employment" from Schedule K-1 of your federal income tax return for the three calendar (or tax) (or fiscal) years just prior to the date disability begins; or
2. If you have not been a partner during the three years for which the most recent partnership federal income tax return was filed, then your average monthly earnings for the employment period that you have been a partner.

If you are a sole proprietor, pre-disability earnings means your monthly net profit averaged over:

1. The three most recent years; or
2. The period you have been a sole proprietor, if you have been a sole proprietor for less than three years.

Monthly net profit is gross income less total deductions (other than depreciation) as reported on form 1040 Schedule C, divided by 12.

For all other employees, pre-disability earnings means your average monthly earnings as figured:

1. From the W-2 form (from the box that reflects wages, tips and other compensation) received from the employer for the calendar year just prior to the date disability begins; or
2. The period of employment if no W-2 form was received.]

We reserve the right to verify reported earnings on either the K-1 or the W-2 prior to and at any time during the benefit payment process.

[If your disability begins while you are on a covered layoff or leave of absence, we will use your pre-disability earnings from the employer in effect just before the date your absence begins.]

Our payments to you will be based on the amount of your pre-disability earnings covered by this plan and for which premium has been paid.

EE-1LSG-4

## SUMMARY OF THE GENERAL INFORMATION SECTION 2

What will you find in this section?

- Information we have access to;
- How we use statements made in applying for coverage;
- Insurance fraud;
- Time limits for legal proceedings.

What terms do we define in this section?

- You;
- We;
- Us;
- Our;
- Employee;
- Employer;
- Insured;
- Plan.

EE-2-Summary

## SECTION 2: GENERAL INFORMATION

### WHAT IS THE CERTIFICATE OF COVERAGE?

This certificate of coverage is a written statement prepared by us and may include attachments. It tells you:

- The coverage to which you may be entitled;
- To whom we make payments; and
- The limitations, exclusions and requirements applying to a plan.

**You means an employee who is eligible for the coverage of this plan.**

**We, us and our means the Insurance Company named on the first page of your Certificate of Coverage.**

**[Employee means a person who is a citizen or permanent resident of the United States or Canada [or Mexico] in active employment with the employer unless we advise you otherwise. This plan excludes temporary and seasonal workers from coverage.]**

**[Employer means individual, company or corporation where you are in active employment, and includes any division, subsidiary or affiliated company named in the policy.]**

**Insured means a person covered under this plan.**

**Plan means a line of coverage under the policy.**

**SECTION 2: GENERAL INFORMATION**  
(Continued)

**TO WHAT INFORMATION DO WE HAVE ACCESS?**

The employer will give us information about you including:

- If you are eligible for coverage;
- If your amount of coverage changes, including salary change information;
- If your coverage terminates;
- Other information we may reasonably require.

The employer's records that we believe have a bearing on coverage under this plan are open for our inspection at any reasonable time.

Clerical error or omission will not:

- Prevent you from receiving coverage;
- Affect the amount of your coverage; or
- Effect or continue your coverage if it should not be in effect or continue in effect.

**HOW CAN WE USE STATEMENTS YOU OR THE EMPLOYER MADE IN APPLYING FOR COVERAGE?**

We consider any statements you or the employer made in a signed application for coverage a representation and not a warranty. If any of the statements you or the employer made are not complete and/or not true at the time they were made, we can:

- Reduce or deny any claim; or
- Cancel your coverage back to the date your coverage became effective.

We will use only statements made in a signed application as a basis for doing this. You will receive a copy of the signed application.

EE-2-2

## **SECTION 2: GENERAL INFORMATION**

(Continued)

### **HOW WILL WE HANDLE INSURANCE FRAUD?**

We promise to focus on all means necessary to support fraud detection, investigation, and prosecution. It is a crime if you or the employer knowingly, and with intent to injure, defraud or deceive us, file a claim containing any false, incomplete or misleading information. These actions, as well as submission of false information, will result in denial of your claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

### **WHAT IF FACTS ABOUT YOU ARE NOT ACCURATE?**

If relevant facts about you were not accurate, then we will use accurate information to decide if your coverage should be in effect and what your amount of coverage should be. If the cost of your coverage is affected, we will make a fair adjustment in the cost.

### **DOES THE EMPLOYER ACT AS YOUR AGENT?**

For all purposes of the policy, the employer acts on its own behalf or as your agent. The employer is not our agent.

### **WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?**

You can start legal action regarding your claim 60 days after the date you sent us proof of claim. You have up to three years after the date you sent us proof of claim to start legal action, unless otherwise provided by law.

### **DOES THIS PLAN REPLACE OR AFFECT ANY REQUIREMENT FOR WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE?**

The plan does not replace or affect requirements for coverage by Workers' Compensation Insurance or state disability insurance.

EE-2-3

## SUMMARY OF THE ELIGIBILITY FOR COVERAGE SECTION 3

What will you find in this section?

- Eligibility for coverage;
- Waiting period;
- When coverage becomes effective;
- Evidence of insurability requirements;
- What happens to coverage during a lay-off, leave of absence or a family or medical leave of absence;
- When coverage under this plan ends.

What terms do we define in this section?

- Waiting period;
- Active employment;
- Work site;
- Evidence of insurability;
- Layoff;
- Leave of absence;
- Family or medical leave of absence.

EE-3-Summary

## SECTION 3: ELIGIBILITY FOR COVERAGE

### WHEN ARE YOU ELIGIBLE FOR COVERAGE?

If you are in an eligible class you may apply for coverage under this plan on the later of:

- The date the plan is effective; or
- The date you complete the waiting period.

### WHAT IS YOUR WAITING PERIOD?

Your waiting period appears in the PLAN HIGHLIGHTS.

**Waiting period is the number of days you must be in active employment in an eligible class before you may apply for coverage.**

If you have been continuously employed by the employer but were not in an eligible class, we will apply any prior period of work with the employer toward the waiting period.

#### **Active employment means you are:**

- Working for the employer at your work site for earnings the employer pays on a regular basis; and
- Performing the material and substantial duties of your regular occupation.

**Active employment includes normal non-work days such as vacation, weekends and holidays.**

#### **Your work site must be:**

- The employer's usual place of business;
- An alternative location if directed by the employer; or
- A location to which your occupation requires you to travel.

EE-3-1

**SECTION 3: ELIGIBILITY FOR COVERAGE**

(Continued)

**WHEN DOES YOUR COVERAGE BECOME EFFECTIVE?**

Your coverage will be effective on the day determined as follows:

If you apply for coverage within the first 31 days after the date you are first eligible to apply and:

You are paying for some or THEN  
all of the cost of your  
coverage;

Your coverage is effective on  
the date you apply.

OR

You are not paying for any THEN  
of the cost of your  
coverage;

Your coverage is effective on  
the date you are eligible.

EE-3-2

## SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

### WHEN IS EVIDENCE OF INSURABILITY REQUIRED?

You will need to provide evidence of insurability to us with your application if you:

- Apply for coverage more than 31 days after the date you are first eligible to apply; or
- Voluntarily terminate your coverage and want to reapply for coverage; or
- Apply for an amount of coverage for which we require proof of insurability.

You must apply for coverage in writing through the employer and use an application form that is satisfactory to us. Your coverage will be effective on the date we approve your application.

**Evidence of insurability means a statement of your medical history, which we will use to assess if you will be approved for coverage.**

### WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT ON THE DATE YOUR COVERAGE WOULD BE EFFECTIVE?

If you are not in active employment as a result of your injury or a sickness then your coverage will be effective on the date you return to active employment. This applies to your initial coverage, as well as any increases or additions to coverage occurring after your initial coverage is effective.

### WILL YOUR COVERAGE CONTINUE IF YOU ARE ON A LAY-OFF OR LEAVE OF ABSENCE?

[No, coverage will terminate on the date that you cease active employment with the employer.]  
[Your employer may continue your coverage if you are on a lay-off or on an approved leave of absence. Your coverage may continue through the end of the month following the month in which your layoff or leave of absence begins. The cost of your coverage must be paid during the layoff or leave of absence period.]

**Layoff or leave of absence means the employer has agreed in writing and in advance to a temporary absence from active employment for a specified period of time. Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.**

EE-3-3 Rev 10/05

## SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

### WHEN DOES YOUR COVERAGE BECOME EFFECTIVE?

Your coverage will be effective on the day determined as follows:

If your employer pays your entire premium due, your insurance will go into effect on your effective date as shown in Section 1: Highlights of Your Plan.

### WHEN IS EVIDENCE OF INSURABILITY REQUIRED?

If you pay for a part of the premium, you must apply in writing for the insurance for the insurance to go in effect. You will become insured on the latest of:

1. The Individual Effective Date as shown in the Highlights of Your Plan page, if you apply on or before that date;
2. On the date you apply, if you apply within 31 days from the date you first met the eligibility requirements; or
3. On the date we approve any required proof of health acceptable to us. We require this proof if you apply: (a) after 31 days from the date you first met the eligibility requirement; or (b) after you terminated this insurance but remained in an eligible class as shown in the Highlights of Your Plan page.

**Evidence of insurability means a statement of your medical history, which we will use to assess if you will be approved for coverage.**

You must apply for coverage in writing through the employer and use an application form that is satisfactory to us. Your coverage will be effective on the date we approve your application.

Your insurance will not go into effect on a date you are not in active employment because of a sickness or injury. Your insurance will go into effect after you have been in active employment for one (1) full day in an eligible class, as shown on the Highlights of Your Plan page.

### WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT ON THE DATE YOUR COVERAGE WOULD BE EFFECTIVE?

If you are not in active employment as a result of your injury or a sickness then your coverage will be effective on the date you return to active employment. This applies to your initial coverage, as well as any increases or additions to coverage occurring after your initial coverage is effective.

EE-3SG-2

### SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

#### **WILL YOUR COVERAGE CONTINUE IF YOU ARE ON A LAY-OFF OR LEAVE OF ABSENCE?**

[No, coverage will terminate on the date that you cease active employment with the employer.]

[Your employer may continue your coverage if you are on a lay-off or on an approved leave of absence. Your coverage may continue through the end of the month following the month in which your layoff or leave of absence begins. The cost of your coverage must be paid during the layoff or leave of absence period.]

**Layoff or leave of absence means the employer has agreed in writing and in advance to a temporary absence from active employment for a specified period of time. Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.]**

EE-3SG-3

**SECTION 3: ELIGIBILITY FOR COVERAGE**  
(Continued)

**WHAT HAPPENS TO YOUR COVERAGE IF YOU ARE ON A FAMILY OR MEDICAL LEAVE OF ABSENCE?**

If you are on a family or medical leave of absence, your coverage will be governed by the employer's Human Resource policy on family and medical leaves of absence.

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

- Premiums for the cost of your continued coverage are paid; and
- Your leave is approved in advance and in writing by the employer.

Your coverage will continue for up to the greater of:

- The leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments; or
- The leave period required by applicable state law.

While you are on an approved family or medical leave of absence, we will use earnings from your regular occupation you were performing just prior to the date your leave of absence started to determine our payments to you.

If your coverage does not continue during a family or medical leave of absence, then when you return to active employment:

- You will not have to meet a new waiting period, including a waiting period for coverage of a pre-existing condition; and
- You will not have to give us evidence of insurability to reinstate the coverage you had in effect before your leave began.

**Family and medical leave of absence means a leave of absence for the birth, adoption or foster care of a child, or for the care of your child, spouse or parent who has a serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 and any amendments, or by applicable state law.**

EE-3-4

**SECTION 3: ELIGIBILITY FOR COVERAGE**  
(Continued)

**WHEN DOES YOUR COVERAGE UNDER THIS PLAN END?**

Your coverage under this plan will end on the earliest of the following:

- The date the policy or plan terminates;
- The date you are no longer in an eligible class;
- The date your class is no longer eligible for coverage;
- The last day for which premium for your coverage has been paid;
- The date you cease active employment due to a labor dispute, including but not limited to strike, work slowdown, or lockout;
- The date you cease active employment with the employer, unless you are disabled [or on an approved layoff or leave of absence].

We will provide coverage for a payable disability claim that occurs while you are covered under the policy or plan.

EE-3-5 Rev 10/05

## SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

### WHEN DOES YOUR COVERAGE UNDER THIS PLAN END?

Your coverage under this plan will end on the earliest of the following:

- The date the policy or plan terminates;
- The date you are no longer in an eligible class;
- The date your class is no longer eligible for coverage;
- The last day for which premium for your coverage has been paid;
- The date you cease active employment due to a labor dispute, including but not limited to strike, work slowdown, or lockout;
- The date you cease active employment with the employer, unless you are disabled [or on an approved layoff or leave of absence];
- [The first of the policy month coinciding with or next following the date the Participating Unit ceases to be a Participating Unit under this policy;].or
- The first of the policy month coinciding with or next following the date you enter military service (not including Reserve or National Guard).

**[Participating Unit means (a) if your employer employs two (2) to five (5) eligible employees, all must be insured; and (b) if your employer employs six (6) to nine (9) eligible employees, all but one (1) must be insured.]**

We will provide coverage for a payable disability claim that occurs while you are covered under the policy or plan.

### WHEN WILL INDIVIDUAL COVERAGE BE REINSTATED

If your insurance is terminated due to layoff or an approved leave of absence, coverage may be reinstated if you return to active employment with your employer within the period of time shown on the Highlights of Your Plan page. You must also be a member of an eligible class as shown on the Highlights of Your Plan page, and have been:

1. On a leave of absence approved by the employer;
2. On temporary lay-off.

If coverage is reinstated, you will not be required to fulfill the eligibility requirements of this policy again. The insurance will go into effect after you return to active employment for one (1) full day. If you return after resigning or been discharged, you will be required to fulfill all of the eligibility requirements of this policy again, including the waiting period. If you return after you terminated your insurance or for failure to pay premium when due, proof of health acceptable to us must be submitted before you may be reinstated.

EE-3SG-5

## SUMMARY OF THE ELIGIBILITY FOR COVERAGE SECTION 3

### CHOICE PLANS

What will you find in this section?

- Eligibility for coverage;
- Waiting period;
- When coverage becomes effective;
- Evidence of insurability requirements;
- Changing coverage under this plan;
- What happens to coverage during a lay-off, leave of absence or a family or medical leave of absence;
- When coverage under this plan ends.

What terms do we define in this section?

- Waiting period;
- Active employment;
- Work site;
- Annual enrollment period;
- Enrollment period;
- Initial enrollment period;
- Plan year;
- Layoff;
- Leave of absence;
- Family or medical leave of absence.

EE-3C-Summary Rev 6/00

## SECTION 3: ELIGIBILITY FOR COVERAGE

### CHOICE PLANS

#### WHEN ARE YOU ELIGIBLE FOR COVERAGE?

If you are in an eligible class you may apply for coverage under this plan on the later of:

- The date the plan is effective; or
- The date you complete the waiting period.

#### WHAT IS YOUR WAITING PERIOD?

Your waiting period appears in the PLAN HIGHLIGHTS.

**[Waiting period is the number of days you must be in active employment in an eligible class before you may apply for coverage.]**

**[If you have been continuously employed by the employer but were not in an eligible class, we will apply any prior period of work with the employer toward the waiting period.]**

#### Active employment means you are:

- Working for the employer at your work site for earnings the employer pays on a regular basis; and
- Performing the material and substantial duties of your regular occupation.

Active employment includes normal non-work days such as vacation, weekends and holidays.

#### Your work site must be:

- The employer's usual place of business;
- An alternative location if directed by the employer; or
- A location to which your occupation requires you to travel.

EE-3C-1

**SECTION 3: ELIGIBILITY FOR COVERAGE**

(Continued)

**CHOICE PLANS**

**WHEN MAY YOU ENROLL OR CHANGE YOUR COVERAGE UNDER THIS PLAN?**

You may enroll or change your coverage only during an enrollment period as follows:

1. During the initial enrollment period:

You will be automatically enrolled for Class 1 coverage. You may choose to enroll in another class at this time.

If you are eligible for coverage on the plan effective date;	THEN	You may apply for a coverage option for the first plan year.
--	------	--

If you become eligible for coverage after the plan effective date;	THEN	You may apply for a coverage option for the plan year in which you are first eligible.
--	------	--

If your initial enrollment period takes place during or after the annual enrollment period, but before the policy anniversary date, then your choice of coverage will apply to:

- The rest of the plan year in which you are first eligible for coverage; and
- The next plan year.

2. During each annual enrollment period:

You may change your coverage to the next higher or the next lower class of coverage. This change in coverage will apply for the next plan year.

If you do not apply during an annual enrollment period:

- You will continue to be insured for the same class of coverage for the next plan year; and
- You may not change your coverage during the next plan year.

Non-Contributory Base

EE-3C-2N

### SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

#### CHOICE PLANS

##### WHEN MAY YOU ENROLL OR CHANGE YOUR COVERAGE UNDER THIS PLAN?

You may enroll or change your coverage or select no coverage only during an enrollment period as follows:

1. During the initial enrollment period:

If you are eligible for coverage on the plan effective date;	THEN	You may apply for a coverage option for the first plan year.
--	------	--

If you become eligible for coverage after the plan effective date;	THEN	You may apply for a coverage option for the plan year in which you are first eligible.
--	------	--

If your initial enrollment period takes place during or after the annual enrollment period, but before the policy anniversary date, then your choice of coverage will apply to:

- The rest of the plan year in which you are first eligible for coverage; and
- The next plan year.

2. During an annual enrollment period:

You may apply for coverage by:

- Enrolling for class 1 coverage if you are not currently enrolled for coverage;
- Changing your coverage to a lower class of coverage;
- Changing your coverage to the next higher class of coverage.

Any enrollment or change in coverage will apply for the next plan year.

If you do not apply during an annual enrollment period:

- You will continue to be insured for the same class of coverage for the next plan year; and
- You may not change your coverage during the next plan year.

Contributory Base

EE-3C-2C

### SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

#### CHOICE PLANS

#### WHAT IF YOU ARE REHIRED BY THE EMPLOYER WITHIN THE SAME PLAN YEAR DURING WHICH YOUR EMPLOYMENT TERMINATED?

If you are rehired by the employer within the same plan year that your employment terminated, then:

- You will be insured for the same plan and class of coverage that was in effect for you on the date your employment terminated; and
- You may not change the plan or class of coverage during the rest of the plan year.

**Annual enrollment period means the period of December 1, 2006 to January 1, 2007 before each plan year during which you may apply in writing for coverage under this plan.**

**Enrollment period means the initial enrollment period and any annual enrollment period.**

**Initial enrollment period means one of the following periods during which you may first apply in writing for coverage under this plan:**

- If you are eligible for coverage on the plan effective date, a period before the plan effective date as set by your employer and us;
- If you become eligible for coverage after the plan effective date, the period ending 31 days after the date you are first eligible to apply for coverage.

**Plan year means January 1st to December 31st.**

Non-Contributory Or Contributory Base

EE-3C-3 Rev 10/05

### SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

#### CHOICE PLANS

##### WHEN DOES YOUR COVERAGE BECOME EFFECTIVE?

Your coverage will be effective on the day determined as follows:

For coverage applied for during the initial enrollment period and before your eligibility date;	THEN	Your coverage is effective on your eligibility date.
For coverage applied for during the initial enrollment period and within the first 31 days after the date you are first eligible to apply;	THEN	Your coverage is effective on the date you apply.
For coverage applied for during an annual enrollment period;	THEN	Your selected coverage will be effective on the policy anniversary date.

Contributory Base

EE-3C-4C

### SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

#### CHOICE PLANS

#### WHEN DOES YOUR COVERAGE BECOME EFFECTIVE?

Your coverage will be effective on the day determined as follows:

For class 1 coverage applied for during the initial enrollment period;	THEN	Your coverage is effective on your eligibility date.
For any other class of coverage applied for during the initial enrollment period and you apply before the date you are first eligible to apply;	THEN	Your coverage is effective on your eligibility date.
For any other class of coverage applied for during the initial enrollment period and within the first 31 days after the date you are first eligible to apply;	THEN	Your coverage is effective on the date you apply.
For coverage applied for during an annual enrollment period;	THEN	Your selected coverage will be effective on the policy anniversary date.

Non-Contributory Base

EE-3C-4N

## SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

### CHOICE PLANS

#### **[WHEN IS EVIDENCE OF INSURABILITY REQUIRED?**

You will need to provide evidence of insurability to us with your application if you:

- Apply for coverage more than 31 days after the date you are first eligible to apply; or
- Voluntarily terminate your coverage and want to reapply for coverage; or
- Apply for an amount of coverage for which we require proof of insurability.

You must apply for coverage in writing through the employer and use an application form that is satisfactory to us. Your coverage will be effective on the date we approve your application.

**Evidence of insurability means a statement of your medical history, which we will use to assess if you will be approved for coverage.]**

#### **WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT ON THE DATE YOUR COVERAGE WOULD BE EFFECTIVE?**

If you are not in active employment as a result of your injury or a sickness then your coverage will be effective on the date you return to active employment. This applies to your initial coverage, as well as any increases or additions to coverage occurring after your initial coverage is effective.

#### **WILL YOUR COVERAGE CONTINUE IF YOU ARE ON A LAY-OFF OR LEAVE OF ABSENCE?**

[No, your coverage will terminate on the date that you cease active employment.] [Your employer may continue your coverage if you are on a lay-off or on an approved leave of absence. Your coverage may continue through [the end of the month] following the month in which your layoff or leave of absence begins. The cost of your coverage must be paid during the layoff or leave of absence period.]

**Layoff or leave of absence means the employer has agreed in writing and in advance to a temporary absence from active employment for a specified period of time. Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.]**

Non-Contributory Or Contributory Base

EE-3C-5 Rev 10/05

### SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

#### CHOICE PLANS

#### WHAT HAPPENS TO YOUR COVERAGE IF YOU ARE ON A FAMILY OR MEDICAL LEAVE OF ABSENCE?

If you are on a family or medical leave of absence, your coverage will be governed by the employer's Human Resource policy on family and medical leaves of absence.

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

- Premiums for the cost of your continued coverage are paid; and
- Your leave is approved in advance and in writing by the employer.

Your coverage will continue for up to [the greater of:

- The leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments; or
- The leave period required by applicable state law.]

While you are on an approved family or medical leave of absence we will use earnings from your regular occupation you were performing just prior to the date your leave of absence started to determine our payments to you.

If your coverage does not continue during a family or medical leave of absence, then when you return to active employment:

- You will not have to meet a new waiting period, including a waiting period for coverage of a pre-existing condition; and
- You will not have to give us evidence of insurability to reinstate the coverage you had in effect before your leave began.

**Family and medical leave of absence means a leave of absence for the birth, adoption or foster care of a child, or for the care of your child, spouse or parent who has a serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 and any amendments, or by applicable state law.**

Non-Contributory Or Contributory Base

EE-3C-6

### SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

#### CHOICE PLANS

#### WHEN DOES YOUR COVERAGE UNDER THIS PLAN END?

Your coverage under this plan will end on the earliest of the following:

- The date the policy or plan terminates;
- The date you are no longer in an eligible class;
- The date your class is no longer eligible for coverage;
- The last day for which premium for your coverage has been paid;
- The date you cease active employment due to a labor dispute, which includes but is not limited to strike, work slowdown, or lockout;
- The date you cease active employment with the employer, unless you are disabled [or on an approved layoff or leave of absence].

We will provide coverage for a payable disability claim that occurs while you are covered under the policy or plan.

Non-Contributory Or Contributory Base

EE-3C-7 Rev 10/05

## SUMMARY OF THE ELIGIBILITY FOR COVERAGE SECTION 3

### VOLUNTARY PLANS

What will you find in this section?

- Eligibility for coverage;
- Waiting period;
- When coverage becomes effective;
- Changing coverage under this plan;
- What happens to coverage during a lay-off, leave of absence or a family or medical leave of absence;
- When coverage under this plan ends.

What terms do we define in this section?

- Waiting period;
- Active employment;
- Work site;
- Re-enrollment period;
- Enrollment period;
- Initial enrollment period;
- Layoff;
- Leave of absence;
- Evidence of insurability;
- Family or medical leave of absence.

EE-3V-Summary

## SECTION 3: ELIGIBILITY FOR COVERAGE

### VOLUNTARY PLANS

#### WHEN ARE YOU ELIGIBLE FOR COVERAGE?

If you are in an eligible class you may apply for coverage under this plan on the later of:

- The date the plan is effective; or
- The date you complete the waiting period.

#### WHAT IS YOUR WAITING PERIOD?

Your waiting period appears in the PLAN HIGHLIGHTS.

**[Waiting period is the number of days you must be in active employment in an eligible class before you may apply for coverage.]**

**[If you have been continuously employed by the employer but were not in an eligible class, we will apply any prior period of work with the employer toward the waiting period.]**

#### Active employment means you are:

- Working for the employer at your work site for earnings the employer pays on a regular basis; and
- Performing the material and substantial duties of your regular occupation.

Active employment includes normal non-work days such as vacation, weekends and holidays.

#### Your work site must be:

- The employer's usual place of business;
- An alternative location if directed by the employer; or
- A location to which your occupation requires you to travel.

EE-3V-1

**SECTION 3: ELIGIBILITY FOR COVERAGE**

(Continued)

**VOLUNTARY PLANS**

**WHEN MAY YOU ENROLL OR CHANGE YOUR COVERAGE UNDER THIS PLAN?**

You may enroll or change your coverage only during an enrollment period as follows:

1. During the initial enrollment period:

If you are eligible for coverage on the plan effective date;	THEN	You may apply for a coverage option for the first enrollment period.
--	------	--

If you become eligible for coverage after the plan effective date;	THEN	You may apply for a coverage option for the enrollment period in which you are first eligible.
--	------	--

If your initial enrollment period takes place during or after a re-enrollment period, but before the plan anniversary date, then your choice of coverage will apply until the next re-enrollment period.

2. During a re-enrollment period:

You may:

- Keep your same coverage under the plan;
- Choose no coverage under the plan;
- Enroll for coverage under the plan if you are not currently enrolled.

Coverage applied for or changes in coverage will apply until the next re-enrollment period.

If you are currently enrolled for coverage and do not re-enroll for coverage during a re-enrollment period you will continue to be insured for the same coverage as previously enrolled.

If you do not enroll for coverage within 31 days of an enrollment period, then you will not be eligible to enroll for coverage under the plan until the next re-enrollment period.

EE-3V-2A

### SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

#### VOLUNTARY PLANS

##### WHEN MAY YOU ENROLL OR CHANGE YOUR COVERAGE UNDER THIS PLAN?

1. During the initial enrollment period:

If you are eligible for coverage on the plan effective date;	THEN	You may apply for a coverage option for the first enrollment period.
--	------	--

If you become eligible for coverage after the plan effective date;	THEN	You may apply for a coverage option for the enrollment period in which you are first eligible.
--	------	--

If your initial enrollment period takes place during or after a re-enrollment period, but before the plan anniversary date, then your choice of coverage will apply until the next re-enrollment period.

2. During a re-enrollment period:

You may:

- Enroll for the lower level of coverage if you are not currently enrolled for coverage;
- Decrease your coverage;
- Increase your coverage to the next higher level of coverage if you are currently enrolled for coverage;
- Choose your same coverage under the plan;
- Choose no coverage under the plan.

Coverage applied for or changes in coverage will apply until the next re-enrollment period.

If you are currently enrolled for coverage and do not re-enroll for coverage during a re-enrollment period, you will continued to be insured for the same coverage as previously enrolled.

[If you do not enroll for coverage within 31 days of an enrollment period, then you will not be eligible to enroll for coverage under the plan until the next re-enrollment period.]

EE-3V-2B Rev 3/99

## SUMMARY OF THE ELIGIBILITY FOR COVERAGE SECTION 3

### VOLUNTARY PLANS

What will you find in this section?

- Eligibility for coverage;
- Waiting period;
- When coverage becomes effective;
- Changing coverage under this plan;
- What happens to coverage during a lay-off, leave of absence or a family or medical leave of absence;
- When coverage under this plan ends.

What terms do we define in this section?

- Waiting period;
- Active employment;
- Work site;
- Initial enrollment period;
- Layoff;
- Leave of absence;
- Evidence of insurability;
- Family or medical leave of absence.

EE-3SV-Summary

### SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

#### VOLUNTARY PLANS

#### WHEN MAY YOU ENROLL OR CHANGE YOUR COVERAGE UNDER THIS PLAN?

You may enroll or change your coverage only during an enrollment period as follows:

1. During the initial enrollment period:

If you are eligible for coverage on the plan effective date;	THEN	You may apply for a coverage option for the first enrollment period.
--	------	--

If you become eligible for coverage after the plan effective date;	THEN	You may apply for a coverage option for the enrollment period in which you are first eligible.
--	------	--

[If you do not enroll for coverage within 31 days of an enrollment period, then you will not be eligible to enroll for coverage under the plan.]

If you do not enroll for coverage within 31 days of an enrollment period, then you will be eligible to enroll for coverage only as a late enrollee. You will need to submit evidence of insurability satisfactory to us at your own expense.]

EE-3SV-2 Rev 3/00

### SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

#### VOLUNTARY PLANS

#### **WHAT IF YOU ARE REHIRED BY THE EMPLOYER WITHIN THE SAME PLAN YEAR DURING WHICH YOUR EMPLOYMENT TERMINATED?**

If you are rehired by the employer within the same plan year that your employment terminated, then:

- You will be insured for the same plan and class of coverage that was in effect for you on the date your employment terminated; and
- You may not change the plan or class of coverage during the rest of the plan year.

**Re-enrollment period means a period of time as set by your employer and us during which you may apply, in writing, for coverage under this plan, or change your coverage under this plan if you are currently enrolled.**

**Enrollment period means the initial enrollment period and any re-enrollment period.**

**Initial enrollment period means one of the following periods during which you may first apply in writing for coverage under this plan:**

- If you are eligible for coverage on the plan effective date, a period before the plan effective date as set by your employer and us;
- If you become eligible for coverage after the plan effective date, the period ending 31 days after the date you are first eligible to apply for coverage.

EE-3V-3

### SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

#### VOLUNTARY PLANS

#### WHEN DOES YOUR COVERAGE BECOME EFFECTIVE?

Your coverage will be effective on the later of:

1. The first day of the pay period for which contributions for your coverage are deducted; or
2. The day determined as follows:

For coverage applied for during the initial enrollment period and before your eligibility date;

THEN

Your coverage is effective on your eligibility date.

For coverage applied for during the initial enrollment period and within the first 31 days after the date you are first eligible to apply;

THEN

Your coverage is effective on the date you apply.

For a change in coverage applied for during a re-enrollment period;

THEN

Your selected coverage will be effective on the first day following the plan anniversary date.

[For coverage applied for more than 31 days after the date you are first eligible to apply.]

THEN

[Your selected coverage will be effective on the first day following the date we approve your application.]

EE-3V-4 Rev 3/99

### SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

#### VOLUNTARY PLANS

##### **WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT ON THE DATE YOUR COVERAGE WOULD BE EFFECTIVE?**

If you are not in active employment as a result of your injury or a sickness then your coverage will be effective on the date you return to active employment. This applies to your initial coverage, as well as any increases or additions to coverage occurring after your initial coverage is effective.

##### **WILL YOUR COVERAGE CONTINUE IF YOU ARE ON A LAY-OFF OR LEAVE OF ABSENCE?**

[No, your coverage will terminate on the date that you cease active employment.] [Your employer may continue your coverage if you are on a lay-off or on an approved leave of absence. Your coverage may continue through [the end of the month] following the month in which your layoff or leave of absence begins. The cost of your coverage must be paid during the layoff or leave of absence period.]

**Layoff or leave of absence means the employer has agreed in writing and in advance to a temporary absence from active employment for a specified period of time. Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.]**

##### **[WHEN IS EVIDENCE OF INSURABILITY REQUIRED?**

You will need to provide evidence of insurability to us with your application. You must apply for coverage in writing through the employer and use an application form that is satisfactory to us.

**Evidence of insurability means a statement of your medical history, which we will use to assess if you will be approved for coverage.]**

EE-3V-5 Rev 10/05

### SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

#### VOLUNTARY PLANS

#### WHAT HAPPENS TO YOUR COVERAGE IF YOU ARE ON A FAMILY OR MEDICAL LEAVE OF ABSENCE?

If you are on a family or medical leave of absence, your coverage will be governed by the employer's Human Resource policy on family and medical leaves of absence.

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

- Premiums for the cost of your continued coverage are paid; and
- Your leave is approved in advance and in writing by the employer.

Your coverage will continue for up to [the greater of:

- The leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments; or
- The leave period required by applicable state law.]

While you are on an approved family or medical leave of absence we will use earnings from your regular occupation you were performing just prior to the date your leave of absence started to determine our payments to you.

If your coverage does not continue during a family or medical leave of absence, then when you return to active employment:

- You will not have to meet a new waiting period, including a waiting period for coverage of a pre-existing condition; and
- You will not have to give us evidence of insurability to reinstate the coverage you had in effect before your leave began.

**Family and medical leave of absence means a leave of absence for the birth, adoption or foster care of a child, or for the care of your child, spouse or parent who has a serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 and any amendments, or by applicable state law.**

EE-3V-6

### SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

#### VOLUNTARY PLANS

##### **WHEN DOES YOUR COVERAGE UNDER THIS PLAN END?**

Your coverage under this plan will end on the earliest of the following:

- The date the policy or plan terminates;
- The date you are no longer in an eligible class;
- The date your class is no longer eligible for coverage;
- The last day for which premium for your coverage has been paid;
- The date you cease active employment due to a labor dispute, which includes but is not limited to strike, work slowdown, or lockout;
- The date you cease active employment with the employer, unless you are disabled [or on an approved layoff or leave of absence].

We will provide coverage for a payable disability claim that occurs while you are covered under the policy or plan.

EE-3V-7 Rev 10/05

### SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

#### VOLUNTARY PLANS

#### WHEN DOES YOUR COVERAGE BECOME EFFECTIVE?

Your coverage will be effective on the later of:

1. The first day of the pay period for which contributions for your coverage are deducted; or
2. The day determined as follows:

For coverage applied for during the initial enrollment period and before your eligibility date;

THEN

Your coverage is effective on your eligibility date.

For coverage applied for during the initial enrollment period and within the first 31 days after the date you are first eligible to apply;

THEN

Your coverage is effective on the date you apply.

[For coverage applied for more than 31 days after the date you are first eligible to apply;

THEN

Your selected coverage will be effective on the first day following the date we approve your application.]

[For an increase in coverage applied for within 31 days of the effective date of a change in salary, and for decreases in coverage;

THEN

The first day of the pay period for which contributions for your coverage are deducted.]

EE-3SV-4 Rev 3/00

### SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

#### VOLUNTARY PLANS

##### **WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT ON THE DATE YOUR COVERAGE WOULD BE EFFECTIVE?**

If you are not in active employment as a result of your injury [or a sickness] then your coverage will be effective on the date you return to active employment. This applies to your initial coverage, as well as any increases or additions to coverage occurring after your initial coverage is effective.

##### **WILL YOUR COVERAGE CONTINUE IF YOU ARE ON A LAY-OFF OR LEAVE OF ABSENCE?**

[No, your coverage will terminate on the date that you cease active employment.] [Your employer may continue your coverage if you are on a lay-off or on an approved leave of absence. Your coverage may continue for [2 months] following the month in which your layoff or leave of absence begins. The cost of your coverage must be paid during the layoff or leave of absence period.]

**Layoff or leave of absence means the employer has agreed in writing and in advance to a temporary absence from active employment for a specified period of time. Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.]**

##### **[WHEN IS EVIDENCE OF INSURABILITY REQUIRED?**

You will need to provide evidence of insurability to us with your application. You must apply for coverage in writing through the employer and use an application form that is satisfactory to us.

**Evidence of insurability means a statement of your medical history, which we will use to assess if you will be approved for coverage.]**

EE-3SV-5 Rev 10/05

### SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

#### VOLUNTARY PLANS

#### WHAT HAPPENS TO YOUR COVERAGE IF YOU ARE ON A FAMILY OR MEDICAL LEAVE OF ABSENCE?

If you are on a family or medical leave of absence, your coverage will be governed by the employer's Human Resource policy on family and medical leaves of absence.

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

- Premiums for the cost of your continued coverage are paid; and
- Your leave is approved in advance and in writing by the employer.

Your coverage will continue for up to [the greater of:

- The leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments; or
- The leave period required by applicable state law.]

While you are on an approved family and medical leave of absence we will use earnings from your regular occupation you were performing just prior to the date your leave of absence started to determine our payments to you.

If your coverage does not continue during a family or medical leave of absence, then when you return to active employment:

- You will not have to meet a new waiting period, including a waiting period for coverage of a pre-existing condition; and
- You will not have to give us evidence of insurability to reinstate the coverage you had in effect before your leave began.

**Family and medical leave of absence means a leave of absence for the birth, adoption or foster care of a child, or for the care of your child, spouse or parent who has a serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 and any amendments, or by applicable state law.**

EE-3SV-6

## SUMMARY OF THE SHORT TERM DISABILITY BENEFIT SPECIFICS SECTION 4

What will you find in this section?

- What disability means;
- When weekly payments start;
- [Returning to work during the elimination period;]
- Requirements of care from a doctor;
- When will we not cover a disability;
- Our payment if you are disabled [and not working;]
- [Our payment if you are disabled and working;]
- What are (are not) other income amounts;
- Cost of living increases to any other income amounts;
- When weekly payments stop;
- Temporary recovery;
- [Payment limitations;]
- [What happens if the employer changes insurance plans.]

What terms do we define in this section?

- Disability;
- Material and substantial duties;
- [Regular occupation;]
- [Reasonable employment option];
- [Own job;]
- Sickness;
- Injury;
- Elimination period;
- Regular care;
- Doctor;
- Maximum weekly payment;
- Gross weekly payment;
- [Minimum weekly payment;]
- Maximum capacity;
- [Retirement plan;]
- [Disability benefits under a retirement plan;]
- [Retirement benefits under a retirement plan;]
- [Eligible retirement plan;]
- Maximum payment duration;
- [Pre-existing condition;]
- [Treatment;]
- [Prior group insurance plan.]

EE-4S-Summary Rev 10/05

## SUMMARY OF THE SHORT TERM DISABILITY BENEFIT SPECIFICS SECTION 4

What will you find in this section?

- What disability means;
- When weekly payments start;
- Requirements of care from a doctor;
- When will we not cover a disability;
- Our payment if you are disabled;
- What are (are not) other income amounts;
- Cost of living increases to any other income amounts;
- When weekly payments stop;
- Temporary recovery;
- Payment limitations;
- What happens if the employer changes insurance plans.

What terms do we define in this section?

- Disability;
- Material and substantial duties;
- [Regular occupation;
- [Reasonable employment option];
- [Own job;]
- [Sickness;]
- Injury;
- Elimination period;
- Regular care;
- Doctor;
- Maximum weekly payment;
- Gross weekly payment;
- [Minimum weekly payment;]
- Maximum payment duration;
- Pre-existing condition;
- Treatment;
- Prior group insurance plan.

EE-4SV-Summary

## SUMMARY OF THE SHORT TERM DISABILITY BENEFIT SPECIFICS SECTION 4

What will you find in this section?

- What disability means;
- When weekly payments start;
- Returning to work during the elimination period;
- Requirements of care from a doctor;
- When will we not cover a disability;
- Our payment if you are disabled and not working;
- Our payment if you are disabled and working;
- What are (are not) other income amounts;
- Cost of living increases to any other income amounts;
- When weekly payments stop;
- Temporary recovery;
- Payment limitations;
- What happens if the employer changes insurance plans.

What terms do we define in this section?

- Disability;
- Material and substantial duties;
- [Reasonable employment option];
- Own job;
- Sickness;
- Injury;
- Elimination period;
- Regular care;
- Doctor;
- Maximum weekly payment;
- Gross weekly payment;
- Maximum capacity;
- Retirement plan;
- Disability benefits under a retirement plan;
- Retirement benefits under a retirement plan;
- Eligible retirement plan;
- Maximum payment duration;
- Pre-existing condition;
- Treatment;
- Prior group insurance plan.

EE-4SSG-Summary

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

### WHAT DOES DISABILITY MEAN?

Disabled/Disability means our determination that your sickness or injury:

- Prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation [and a reasonable employment option offered to you by the employer]; and
- As a result, the income you are able to earn is less than or equal to [80%] of your pre-disability earnings.]

Material and substantial duties are the duties that:

- Are normally required for the performance of the occupation; and
- Cannot be reasonably omitted or changed.

Extended Regular Occupation  
With Residual

EE-4S-1.1 Rev 10/05

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

### WHAT DOES DISABILITY MEAN?

**Disabled/Disability means our determination that your sickness or injury:**

- During the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation [and a reasonable employment option offered to you by the employer] and, as a result, you are not working at all[, or you are working and the income you are able to earn is less than or equal to [20%] of your pre-disability earnings];
- Following the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation [and a reasonable employment option offered to you by the employer] [and, as a result, the income you are able to earn is less than or equal to [80%] of your pre-disability earnings].

**Material and substantial duties are the duties that:**

- Are normally required for the performance of the occupation; and
- Cannot be reasonably omitted or changed.

Extended Regular Occupation  
With Partial

EE-4S-1.2 Rev 10/05

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

### WHAT DOES DISABILITY MEAN?

**Disabled/Disability means our determination that your sickness or injury:**

- Prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation [and a reasonable employment option offered to you by the employer]; and
- As a result, you are not working at all[, or you are working and the income you are able to earn is less than or equal to [20%] of your pre-disability earnings].

**Material and substantial duties are the duties that:**

- Are normally required for the performance of the occupation; and
- Cannot be reasonably omitted or changed.

Extended Regular Occupation  
With Total Disability

EE-4S-1.3 Rev 10/05

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

### WHAT DOES DISABILITY MEAN?

**Disabled/Disability means our determination that your sickness or injury:**

- Prevents you from performing with reasonable continuity the material and substantial duties of your own job [and a reasonable employment option offered to you by the employer]; and
- As a result, the income you are able to earn is less than or equal to [80%] of your pre-disability earnings].

**Material and substantial duties are the duties that:**

- Are normally required for the performance of the occupation; and
- Cannot be reasonably omitted or changed.

Extended Own Job  
With Residual

EE-4S-1.4 Rev 10/05

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

### WHAT DOES DISABILITY MEAN?

Disabled/Disability means our determination that your sickness or injury:

- During the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of your own job [and a reasonable employment option offered to you by the employer] and, as a result, you are not working at all[, or you are working and the income you are able to earn is less than or equal to [20%] of your pre-disability earnings]; and
- Following the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of your own job [and a reasonable employment option offered to you by the employer] [and, as a result, the income you are able to earn is less than or equal to [80%] of your pre-disability earnings].

Material and substantial duties are the duties that:

- Are normally required for the performance of the occupation; and
- Cannot be reasonably omitted or changed.

Extended Own Job  
With Partial

EE-4S-1.5 Rev 10/05

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

### WHAT DOES DISABILITY MEAN?

**Disabled/Disability means our determination that your sickness or injury:**

- Prevents you from performing with reasonable continuity the material and substantial duties of your own job [and a reasonable employment option offered to you by the employer]; and
- As a result, you are not working at all, or you are working and the income you are able to earn is less than or equal to 20% of your pre-disability earnings.

**Material and substantial duties are the duties that:**

- Are normally required for the performance of the occupation; and
- Cannot be reasonably omitted or changed.

Extended Own Job  
With Total Disability

EE-4S-1.6 Rev 10/05

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

(Continued)

**[Regular occupation means the occupation, as it is performed nationally, that you are routinely performing when your disability begins. Your regular occupation does not mean the job you are performing for a specific employer or at a specific location.]**

**[Own job means the specific job you were regularly performing for the employer immediately prior to the date you became disabled, as evidenced by employer documents including, but not limited to, a job description, performance reports, and/or management reports, and which was the source of your income from the employer.]**

**[Reasonable employment option means an employment position with the employer for which you are able to perform the material and substantial duties given your education, training and experience. If you have been working in a reasonable employment option for 6 months or more, the reasonable employment option will then be considered your [regular occupation][own job].]**

**Sickness means an illness or disease. It also includes an injury, which occurs before you are insured. It does not include risk of sickness.**

**Injury means a bodily injury that occurs while you are insured and is the direct result of an accident and not related to any other cause. It does not include risk of injury.**

### Related Rules:

You will not be considered disabled from work in an occupation because of a reduction in your earnings resulting from a change in economic conditions or other factors that are not directly related to your sickness or injury. Examples of factors that we will not consider in determining whether you are disabled include, but are not limited to, recession, job obsolescence, job restructuring or elimination, pay cuts, and job sharing.

You will not be considered disabled from work in an occupation solely because of:

1. Your employer's work schedule that is inconsistent with the normal work schedule of your regular occupation;
2. Your relationship with your employer or other employees of the employer; or
3. The physical relationship of your employer's workplace that is inconsistent with the normal physical environment of your regular occupation.

You will not be considered disabled from work in an occupation solely because of the loss, suspension, restriction, surrender, or failure to maintain a required state or federal license to engage in the occupation.

You will not be considered disabled from work in an occupation solely because of your inability to work more than 40 hours per week in the occupation, even if you were regularly required to work more than 40 hours per week prior to becoming disabled.

Your disability must begin while you are covered under the policy.

Full-Occupation

EE-4S-2.1 Rev 10/05

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

(Continued)

**Regular occupation means the occupation, as it is performed nationally, that you are routinely performing when your disability begins. Your regular occupation does not mean the job you are performing for a specific employer or at a specific location.**

**[Own job means the specific job you were regularly performing for the employer immediately prior to the date you became disabled, as evidenced by employer documents including, but not limited to, a job description, performance reports, and/or management reports, and which was the source of your income from the employer.]**

**[Reasonable employment option means an employment position with the employer for which you are able to perform the material and substantial duties given your education, training and experience. If you have been working in a reasonable employment option for 6 months or more, the reasonable employment option will then be considered your [regular occupation][own job].]**

**Sickness means an illness or disease. It also includes an injury, which occurs before you are insured. It does not include risk of sickness. This plan does not cover an occupational sickness.**

**Injury means a bodily injury that occurs while you are insured and is the direct result of an accident and not related to any other cause. It does not include risk of injury. This plan does not cover an occupational injury.**

**Occupational sickness or occupational injury means a sickness or injury caused by or aggravated by any employment for pay or profit.**

### Related Rules:

You will not be considered disabled from work in an occupation because of a reduction in your earnings resulting from a change in economic conditions or other factors that are not directly related to your sickness or injury. Examples of factors that we will not consider in determining whether you are disabled include, but are not limited to, recession, job obsolescence, job restructuring or elimination, pay cuts, and job sharing.

You will not be considered disabled from work in an occupation solely because of:

1. Your employer's work schedule that is inconsistent with the normal work schedule of your regular occupation;
2. Your relationship with your employer or other employees of the employer; or
3. The physical relationship of your employer's workplace that is inconsistent with the normal physical environment of your regular occupation.

You will not be considered disabled from work in an occupation solely because of the loss, suspension, restriction, surrender, or failure to maintain a required state or federal license to engage in the occupation.

You will not be considered disabled from work in an occupation solely because of your inability to work more than 40 hours per week in the occupation, even if you were regularly required to work more than 40 hours per week prior to becoming disabled.

Your disability must begin while you are covered under the policy.

Non-Occupation  
EE-4S-2.2 Rev 10/05

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### DOES YOUR DISABILITY NEED TO CONTINUE FOR A PERIOD OF TIME BEFORE OUR PAYMENTS TO YOU BEGIN?

Your disability must continue through the elimination period before we begin making payments to you.

**Elimination period is a period of continuous days of disability. The elimination period begins on the first day of your disability.**

### [WHAT HAPPENS IF YOU RETURN TO WORK DURING THE ELIMINATION PERIOD?

We will consider your disability continuous if you have one or more periods of temporary recovery during the elimination period for a maximum of [30] days AND become disabled again due to the same sickness or injury.

Temporary recovery means any time when we do not consider you to be disabled. The days you are not disabled will not count toward the elimination period.]

### [HOW CAN WE ASSIST YOU IN RETURNING TO WORK?

Other vocational rehabilitation services and workplace modification services may be available to you. These services are designed to coordinate with your LTD plan and can be found in the ADDITIONS TO YOUR LTD PLAN section.]

Accumulation Of Elimination Period = 30 Days

EE-4S-3 Rev 10/05

**SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

**DOES YOUR DISABILITY NEED TO CONTINUE FOR A PERIOD OF TIME BEFORE OUR PAYMENTS TO YOU BEGIN?**

Your disability must continue through the elimination period before we begin making payments to you.

**Elimination period is a period of continuous days of disability. The elimination period begins on the first day of your disability.**

EE-4SV-3

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### DO YOU NEED TO BE UNDER THE CARE OF A DOCTOR?

We require you to be under the regular care of a doctor for the sickness or injury causing your disability in order to be eligible to receive payments from us.

#### Regular care means:

- You personally visit a doctor as often as is medically required to effectively manage and treat your disabling condition(s), according to generally accepted medical standards; and
- You are receiving appropriate treatment and care, according to generally accepted medical standards. Treatment and care for the sickness or injury causing your disability must be given by a doctor whose specialty or experience is appropriate.

#### Doctor means a person regularly performing tasks that are within the limits of the person's medical license, and:

- Who is licensed to practice medicine and prescribe and administer drugs or to perform surgery;
- With a doctoral degree in Psychology (Ph.D. or Psy.D.) and whose primary practice is treating patients; or
- Who is a legally qualified medical practitioner according to the laws and regulations of the jurisdiction in which regular care is being given.

We will not recognize you, your spouse, children, parents, or siblings as a doctor for a claim you submit.

EE-4S-4

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### **MAY WE REQUIRE YOU TO BE EXAMINED OR INTERVIEWED BY INDIVIDUALS OTHER THAN THE DOCTOR PROVIDING REGULAR CARE?**

We may require you to be examined by doctor(s), other medical practitioner(s) or vocational expert(s) of our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so. In addition, we may require an interview with you by an authorized representative of ours.

### **WHEN WILL WE NOT COVER A DISABILITY?**

We will not cover a disability if it is due to:

- War, declared or not, or any act of war;
- Intentionally self-inflicted injuries or illness, while sane or insane;
- Your active participation in a riot;
- Your attempt to commit or your commission of a felony under federal or state law, or your being engaged in an illegal occupation;
- An injury arising out of, or in the course of, any work for wage or profit;
- A sickness for which you are entitled to benefits under any Workers' Compensation Act, Occupational disease law, Compulsory Benefit Act or law or similar law, unless you are a partner or sole proprietor not covered by any of these acts or laws;
- Your service in the armed forces, military reserves or National Guard of any country or International authority, or in a civilian unit serving with such forces;
- Cosmetic or reconstructive surgery, except for complications arising from any such surgery or for surgery necessary to correct a deformity caused by accidental injury or sickness;
- An accident resulting from or caused by your operation of a motor vehicle while intoxicated according to the laws of the jurisdiction where the accident occurred; or
- An accident resulting from or caused by your being under the influence of drugs or any controlled substance, unless taken as prescribed by your doctor.

**No benefits are payable for any period of disability during which you are incarcerated in a penal or correctional facility for a period of 30 or more consecutive days or for which you are not under the regular care of a doctor.**

If your professional or occupational license or your certification is suspended, revoked or surrendered, loss of your license or certification, by itself, does not mean you are disabled.

Non-Occupation

EE-4S-5.1 Rev 10/05

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### **MAY WE REQUIRE YOU TO BE EXAMINED OR INTERVIEWED BY INDIVIDUALS OTHER THAN THE DOCTOR PROVIDING REGULAR CARE?**

We may require you to be examined by doctor(s), other medical practitioner(s) or vocational expert(s) of our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so. In addition, we may require an interview with you by an authorized representative of ours.

### **WHEN WILL WE NOT COVER A DISABILITY?**

We will not cover a disability if it is due to:

- War, declared or not, or any act of war;
- Intentionally self-inflicted injuries or illness, while sane or insane;
- Your active participation in a riot;
- Your attempt to commit or your commission of a felony under federal or state law, or your being engaged in an illegal occupation;
- Your service in the armed forces, military reserves or National Guard of any country or International authority, or in a civilian unit serving with such forces;
- Cosmetic or reconstructive surgery, except for complications arising from any such surgery or for surgery necessary to correct a deformity caused by accidental injury or sickness;
- An accident resulting from or caused by your operation of a motor vehicle while intoxicated according to the laws of the jurisdiction where the accident occurred; or
- An accident resulting from or caused by your being under the influence of drugs or any controlled substance, unless taken as prescribed by your doctor.

**No benefits are payable for any period of disability during which you are incarcerated in a penal or correctional facility for a period of 30 or more consecutive days or for which you are not under the regular care of a doctor.**

If your professional or occupational license or your certification is suspended, revoked or surrendered, loss of your license or certification, by itself, does not mean you are disabled.

Full-Occupation

EE-4S-5.2 Rev 10/05

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### **HOW MUCH WILL OUR WEEKLY PAYMENT TO YOU BE [IF YOU ARE DISABLED AND NOT WORKING OR DISABLED AND WORKING, EARNING LESS THAN [20%] OF YOUR PRE-DISABILITY EARNINGS]?**

Our payment will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your weekly pre-disability earnings by the benefit percentage.
- Step 2: Compare this amount to the maximum weekly payment for this plan.
- Step 3: Take the lesser of the amounts from Steps 1 and 2. This is your gross weekly payment.
- Step 4: Subtract from the gross weekly payment any other income amounts, except any income you earn or receive from any form of employment or income you could have earned from working to maximum capacity. This is the payment that you may receive.

### **[HOW MUCH WILL OUR WEEKLY PAYMENT BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN [20% AND 80%] OF YOUR PRE-DISABILITY EARNINGS?**

Our payment will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your weekly pre-disability earnings by the benefit percentage.
- Step 2: From 100% of your weekly pre-disability earnings subtract any other income amounts, including any income you earn or receive from any form of employment or income you could have earned from working to maximum capacity.
- Step 3: Compare the results from Steps 1 and 2 with the maximum weekly payment for this plan.
- Step 4: The payment you may receive is the lesser of the amounts from Step 3.

Your loss of earnings must be as a result of or due to the same sickness or injury for which you are disabled.

### **IF YOU ARE DISABLED AND WORKING, EARNING MORE THAN [80%] OF YOUR PRE-DISABILITY EARNINGS, THEN NO PAYMENT WILL BE MADE.**

### **WHAT IF YOUR CURRENT INCOME FLUCTUATES?**

If your current income fluctuates, we may average amounts over a four (4) consecutive week period of time.]

EE-4S-6 Rev 10/05

**SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

**HOW MUCH WILL OUR WEEKLY PAYMENT TO YOU BE IF YOU ARE DISABLED?**

Our payment will be figured by using the following Steps 1 and 2:

- Step 1: Take the amount you applied for under this plan.
- Step 2: Subtract from the amount in Step 1 any other income amounts.

EE-4S-6.1 Rev 3/99

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

(Continued)

**Maximum weekly payment means the maximum weekly amount for which you are insured under this plan.**

**[Minimum weekly payment means the minimum weekly amount for which you are insured under this plan, except where necessary to recover an overpayment.]**

**Gross weekly payment means the weekly payment amount before we subtract other income amounts.**

Your pre-disability earnings, benefit percentage, and maximum weekly payment appear in the PLAN HIGHLIGHTS.

### **WHAT IF YOU ARE DISABLED FOR ONLY PART OF A WEEK?**

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

EE-4S-7 Rev 10/05

**SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS**  
(Continued)

**[WHAT ARE OTHER INCOME AMOUNTS?**

These are amounts, other than payments you are receiving from us that include:

1. Any benefits and awards you receive or are eligible to receive under:
  - a. Workers' Compensation Law;
  - b. Occupational disease law;
  - c. Any other similar act or law.
2. Any disability income benefits you receive or are eligible to receive under:
  - a. Any compulsory benefit act or law;
  - b. Any other group insurance plan with the employer or with an association;
  - c. Any other group insurance plan with another employer, which you become insured under while you are disabled under this plan;
  - d. Any governmental retirement system as a result of your job with the employer.
3. Any benefits under the United States Social Security Act, The Canada Pension Plan, The Quebec Pension Plan and includes any similar plan or act. Benefits include:
  - a. Disability benefits you, your spouse, or your children receive or are eligible to receive as a result of your disability;
  - b. Retirement benefits you receive, your spouse or your children receive as a result of your receipt of retirement benefits.

If your disability begins after your 70th birthday, and you were receiving Social Security retirement benefits before your disability began, then we will not reduce our payments to you by these retirement benefits.

4. Any benefits you receive from the employer's sick leave or formal salary continuation plan.
5. Any income you earn or receive from any form of employment, including any income you could have earned while disabled by working to your maximum capacity, but you do not do so. We may require you to send us proof of your income. We will adjust our payments to you based on this information. As a part of the proof, we can require you to send us appropriate tax and financial records we believe we need to substantiate your income.

**Maximum capacity means, based on the limiting factors of your identified sickness or injury, the greatest extent of work you are able to do in an occupation from which you must be considered disabled in order to receive disability benefits.]**

Primary and Family

EE-4S-8.1 Rev 10/05

**SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS**  
(Continued)

**[WHAT ARE OTHER INCOME AMOUNTS?**

These are amounts, other than payments you are receiving from us that include:

1. Any benefits and awards you receive or are eligible to receive under:
  - a. Workers' compensation law;
  - b. Occupational disease law;
  - c. Any other similar act or law.
  
2. Any disability income benefits you receive or are eligible to receive under:
  - a. Any compulsory benefit act or law;
  - b. Any other group insurance plan with the employer or with an association;
  - c. Any other group insurance plan with another employer, which you become insured under while you are disabled under this plan;
  - d. Any governmental retirement system as a result of your job with the employer.
  
3. Any benefits under the United States social security act, the Canada pension plan, and the Quebec pension plan and includes any similar plan or act. Benefits include:
  - a. Disability benefits you receive or are eligible to receive;
  - b. Retirement benefits you receive.

If your disability begins after your 70th birthday, and you were receiving Social Security retirement benefits before your disability began, then we will not reduce our payments to you by these retirement benefits.

4. Any benefits you receive from the employer's sick leave or formal salary continuation plan.
  
5. Any income you earn or receive from any form of employment, including any income you could have earned while disabled by working to your maximum capacity, but you do not do so. We may require you to send us proof of your income. We will adjust our payments to you based on this information. As a part of the proof, we can require you to send us appropriate tax and financial records we believe we need to substantiate your income.

**Maximum capacity means, based on the limiting factors of your identified sickness or injury, the greatest extent of work you are able to do in an occupation from which you must be considered disabled in order to receive disability benefits.]**

Primary

EE-4S-8.2 Rev 10/05

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

(Continued)

- [6. Any benefits from the employer's retirement plan you:
- a. Receive as disability benefits;
  - b. Voluntarily choose to receive as retirement benefits;
  - c. Receive as retirement benefits once you reach the greater of age 62 or normal retirement age (as defined in the employer's retirement plan).

Regardless of how the retirement funds from the plan are distributed, for the purposes of figuring our payment to you, we consider employee and employer contributions to be distributed at the same time throughout your lifetime.

This plan does not reduce payments you receive from us for your contributions to the employer's retirement plan, or for amounts you roll over or transfer to an eligible retirement plan.

**Retirement plan is a defined contribution plan or defined benefit plan. These are plans that provide retirement benefits to employees and are not funded entirely by employee contributions.**

**Disability benefits under a retirement plan are benefits that are paid due to disability and which do not reduce the retirement benefit that would have been paid if the disability had not occurred.**

**Retirement benefits under a retirement plan are benefits that are paid based on the employer's contribution to the retirement plan. Disability benefits that reduce the retirement benefit under the plan will also be considered a retirement benefit.**

**Eligible retirement plan is defined in §402 of the Internal Revenue Code of 1986 and includes future amendments to §402 affecting the definition.**

7. Any benefits for loss of time or lost wages you receive from the mandatory portion of a no-fault motor vehicle insurance plan, or automobile liability insurance policy.
  8. Any amounts you receive under any unemployment compensation law.
  9. Any amounts you receive from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.
- [10. Any disability income benefits you receive or are eligible to receive from an individual disability insurance plan.]

EE-4S-9

**SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS**  
(Continued)

**WHAT ARE OTHER INCOME AMOUNTS?**

These are amounts, other than payments you are receiving from us that include:

1. Any benefits and awards you receive or are eligible to receive under:
  - a. Workers' Compensation Law;
  - b. Occupational disease law;
  - c. Any other similar act or law.
  
2. Any disability income benefits you receive or are eligible to receive under:
  - a. Any compulsory benefit act or law;
  - b. Any other group insurance plan with the employer or with an association;
  - c. Any other group insurance plan with another employer, which you become insured under while you are disabled under this plan;
  - d. Any governmental retirement system as a result of your job with the employer.
  
3. Any benefits you receive from the employer's sick leave or formal salary continuation plan.]

EE-4SV-8.1

#### **SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

4. Any benefits for loss of time or lost wages you receive from the mandatory portion of a no-fault motor vehicle insurance plan, or automobile liability insurance policy.
5. Any amounts you receive under any unemployment compensation law.
6. Any amounts you receive from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.
7. Any disability income benefits you receive or are eligible to receive from an individual disability insurance plan.]

EE-4SV-9

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

(Continued)

[If you receive any of the other income amounts in a lump sum payment, we will pro-rate the lump sum on a weekly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a weekly basis to the end of your maximum payment duration.]

Other income amounts must be payable as a result of the same disability for which you are receiving a payment from us, except for retirement benefits and any income you earn or receive from any form of employment.]

### **[WHAT IF SUBTRACTING OTHER INCOME AMOUNTS RESULTS IN A ZERO PAYMENT TO YOU?**

We will pay you a minimum weekly payment under this plan, subject to any overpayments.]

### **[DO WE HAVE THE RIGHT TO ESTIMATE OTHER INCOME AMOUNTS?**

We have the right to estimate the amount of benefits you may be eligible to receive under Other Income Amounts, items [1, 2 and 3a]. We can reduce our payments to you by this estimated amount if:

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

We will not reduce our payments to you by these estimated amounts if:

- You apply (or reapply) for benefits and appeal your denial through all of the administrative levels we believe are necessary; and
- You sign our payment option form stating you promise to pay back to us any overpayment of benefits caused by an award.

If we reduce our payments to you by an estimated amount:

- Then we will adjust our payments to you when you give us proof of the amount awarded; or
- We will give you a lump sum refund of the estimated amount if you were denied benefits and have completed all appeals (or reapplications) we believe are necessary.]

EE-4S-10 Rev 6/96

**SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS**  
(Continued)

**[WHAT ARE NOT OTHER INCOME AMOUNTS?**

We will not subtract from our payments to you any amounts you receive from the following:

- 401(k) plans;
- Profit sharing plans;
- Thrift plans;
- Tax sheltered annuities;
- Stock ownership plans;
- Credit disability insurance;
- Non-qualified plans of deferred compensation;
- Pension plans for partners;
- Military pension and military disability income plans;
- A retirement plan from another employer;
- Individual retirement accounts (IRA);
- Informal salary continuation plan;
- [Benefits from individual disability plans.]

**WHAT HAPPENS IF YOU RECEIVE A COST OF LIVING INCREASE TO ANY OF THE OTHER INCOME AMOUNTS?**

Other than for increases in income you earn or receive from any form of employment, once we have subtracted an other income amount from your gross disability payment, we will not further reduce our payments to you due to a cost of living increase in any other income amount.]

EE-4S-11

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### WHEN WILL OUR PAYMENTS TO YOU STOP?

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

- The date you are no longer disabled according to this plan;
- The date you reach the end of the maximum payment duration;

**Maximum payment duration means the period of time during which we will send you a weekly payment. Your maximum payment duration appears in the PLAN HIGHLIGHTS.**

- [The date your current income exceeds [80%] of your pre-disability earnings. If your current income fluctuates, we may average amounts over a four (4) consecutive week period of time instead of stopping our payments on the date your current income reaches [80%] of your pre-disability earnings;]
- The date you die;
- The date you fail to provide proof of continuing disability;
- [The date you refuse to participate in an approved rehabilitation program;]
- [The date you complete the elimination period of any group long term disability plan provided by the employer;]
- The date you cease to be under the regular care of a doctor, or refuse to undergo, at our expense, an examination or testing by a doctor or vocational, rehabilitation, or health assessment testing when we require such examination or testing;
- [The date you refuse to receive medical treatment, including taking prescribed medicines, that your doctor has recommended and that is generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect;]
- [The date you refuse to make a good faith effort to adhere to necessary wellness programs that your doctor has recommended and that are generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect. We will work with your treating doctor to determine the necessary wellness programs, if any, in accordance with generally accepted medical standards.

We will give you 30 days prior written notice of our intent to apply this provision to terminate benefits. During those 30 days you will have an opportunity to begin or resume reasonable efforts to adhere to the medically necessary Wellness Programs. We will not terminate benefits if there is no reasonable basis for believing that you will be able to return to productive employment in your regular occupation or another gainful occupation on a full-time or part-time basis if you adhere to the recommended wellness programs.

**Wellness programs include, but are not limited to, appropriate programs for dietary and nutritional improvement, weight management, smoking cessation, abstention from the excessive or illegal use of alcohol or narcotics, regular participation in exercise activities, stress management, pain management, behavioral therapy, coaching, and the regular taking of prescribed medications.]**

EE-4S-12 1 of 2 Rev 10/05

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### WHEN WILL OUR PAYMENTS TO YOU STOP? (Continued)

- [The date you refuse to try or attempt to work with the assistance of:
  1. Modifications made to your work environment, functional job elements or work schedule; or
  2. Adaptive equipment or devices, that a qualified doctor has indicated will accommodate the limiting factors of the sickness or injury for which you are claiming benefits under the policy and will enable you to perform the material and substantial duties of an occupation from which you must be considered disabled in order to receive disability benefits;]
- [If you are considered to reside outside the United States or Canada. You will be considered to reside outside of these countries if you have been outside the United States or Canada for a total period of 6 months or more during any 12 consecutive months of disability benefits.]

EE-4S-12 2 of 2 Rev 10/05

#### **SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

##### **WHAT HAPPENS IF YOU HAVE A TEMPORARY RECOVERY BUT YOU BECOME DISABLED AGAIN DUE TO THE SAME INJURY OR SICKNESS AS A PRIOR DISABILITY?**

If you return to work and are no longer disabled, and the same sickness or injury causes your disability to occur again within [six months] [14 days] of the date the prior disability ended, we will resume our payments to you if you were continuously insured under the plan for the period of your temporary recovery. You will not need to complete a new elimination period for this disability.

Your current period of disability will be subject to the same terms of the plan that applied to your prior period of disability.

If you become entitled to payments under any other group short term disability plan (including a plan with the employer that became effective after your disability began), you will not be eligible for payments under this plan.

A disability due to other causes will be treated as a new disability and will be subject to all of the provisions of this plan.

EE-4S-13 Rev 3/99

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### WHAT HAPPENS IF YOU HAVE A TEMPORARY RECOVERY BUT YOU BECOME DISABLED AGAIN DUE TO THE SAME [INJURY OR SICKNESS][INJURY] AS A PRIOR DISABILITY?

If you return to work and are no longer disabled, and:

1. The same [sickness or injury][injury] causes your disability to occur again within 14 consecutive days of the date the prior disability ended; or
2. You become disabled again within 1 full day of the date the prior disability ended from a [sickness or injury][injury] unrelated to the [sickness or injury][injury] that caused your prior disability; then
3. We will resume our payments to you if you were continuously insured under the plan for the period of your temporary recovery. You will not need to complete a new elimination period for this disability.

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Your current period of disability will be subject to the same terms of the plan that applied to your prior period of disability.

If you become entitled to payments under any other group short term disability plan (including a plan with the employer that became effective after your disability began), you will not be eligible for payments under this plan.

A disability due to other causes will be treated as a new disability and will be subject to all of the provisions of this plan.

If you do not satisfy item 1 or 2 above, your disability will be treated as a new disability and will be subject to all of the provisions of this plan.

EE-4SV-13

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?

We will cover your disability and pay a limited short term disability benefit if your disability is caused by or results from a pre-existing condition and starts within the first [6 months] following the effective date of your coverage [or an increase in your coverage]. All other terms and conditions of the policy apply, including the requirement that you must satisfy the elimination period.

This benefit will be:

1. [Equal to [30-50%] of the [gross/net] weekly benefit otherwise payable, or [\$50] per week, whichever is less;
2. [Payable for a maximum of [5] weeks]; and
3. Subject to the terms of the "When Will Our Payments to You Stop?" provision.

#### **Pre-existing condition is a sickness or injury:**

- **For which you received treatment; or**
- **Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;**

**Within the [three] months prior to your effective date of coverage.**

#### **Treatment includes:**

- **Consulting with a doctor;**
- **Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;**
- **Taking prescribed medicines;**
- **Being prescribed medicines;**
- **You should have been taking prescribed medicines but chose not to; or**
- **Receiving diagnostic measures.**

Limited Pre- Existing Condition Benefit  
EE-4S-6.4SG

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### VOLUNTARY PLANS

#### WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?

We will cover your disability if it is caused by, contributed to by, or results from a pre-existing condition and your disability begins after you have been insured for 12 consecutive months after the effective date of your coverage.

If you do not meet this time period requirement, your disability is excluded from coverage under this plan.

**Pre-existing condition is a sickness or injury for which you received treatment within the [three][twelve] months prior to your effective date of coverage.**

#### Treatment includes:

- Consulting with a doctor;
- Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;
- Taking prescribed medicines;
- Being prescribed medicines;
- You should have been taking prescribed medicines but chose not to; or
- Receiving diagnostic measures.

[3][12]/12 Pre-Existing Condition

EE-4SV-14.1

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### VOLUNTARY PLANS

#### **WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION IF YOU INCREASE YOUR COVERAGE DURING A RE-ENROLLMENT PERIOD?**

If you increase your coverage during a re-enrollment we will cover the increased amount of coverage for your disability if your disability is caused by, contributed to by or results from a pre-existing condition and your disability begins after you have been insured for 12 consecutive months after the effective date of the increase in your coverage. If you do not meet this time period requirement, then the increased amount of coverage for your disability is excluded from coverage under this plan.

**Pre-existing condition is a sickness or injury for which you received treatment within the twelve months prior to the effective date of your increase in coverage.**

#### **Treatment includes:**

- **Consulting with a doctor;**
- **Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;**
- **Taking prescribed medicines;**
- **Being prescribed medicines;**
- **You should have been taking prescribed medicines but chose not to; or**
- **Receiving diagnostic measures.**

EE-4SV-14.3

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### WHAT IF THE EMPLOYER CHANGES INSURANCE PLANS AND YOU ARE NOT IN ACTIVE EMPLOYMENT DUE TO AN INJURY OR SICKNESS ON THE EFFECTIVE DATE OF THIS PLAN?

#### Continuity of Coverage

We will cover you under this plan if you were insured by the prior group insurance plan and the cost of your coverage under the prior group insurance plan was paid. However, the payments to you for a period of disability that begins while you are insured under this plan but before you satisfy the active employment requirement will be limited to the weekly amount the prior group insurance plan would have paid you had the plan stayed in effect. Our payments will be reduced by any amount the prior group insurance plan is responsible for paying.

**Prior group insurance plan means the group short term disability plan in effect with the employer just before the effective date of this plan.**

EE-4SV-15 Rev 11/09

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### WHAT IF YOU WERE INSURED BY THE PRIOR GROUP INSURANCE PLAN AND BECAME DISABLED UNDER THIS PLAN DUE TO A PRE-EXISTING CONDITION?

#### Continuity of Coverage

If you were insured by the prior group insurance plan just before you become eligible for coverage under this plan; you are in active employment; and you are insured under this plan, then you may be eligible for payments from us under this plan if your disability is due to a pre-existing condition.

In order to receive payments from us, you must meet the pre-existing condition exclusion of:

- This plan; or
- The prior group insurance plan had the plan stayed in effect.

We will consider the total amount of time you were continuously insured under both the prior group insurance plan and this plan to determine if you satisfy the pre-existing condition exclusion. [If you cannot satisfy the pre-existing condition exclusion of either plan then we will not pay you a disability benefit.]

We will determine our payments to you using the provisions of this plan, but your weekly payment will not be more than the maximum weekly payment of the prior group insurance plan. Your weekly payments will end on the earlier of the following dates:

- The end of the maximum payment duration under this plan;
- The date benefits would have ended under the prior group insurance plan if the plan had stayed in effect.

EE-4SV-16

## SUMMARY OF THE LONG TERM DISABILITY BENEFIT SPECIFICS SECTION 4

What will you find in this section?

- What disability means;
- When monthly payments start;
- Returning to work during the elimination period;
- Requirements of care from a doctor;
- When will we not cover a disability;
- What happens if the employer changes insurance plans;
- Our payment if you are disabled and not working;
- Our payment if you are disabled and working;
- What are (and are not) other income amounts;
- Cost of living increases to any other income amounts;
- Payment limitations;
- When monthly payments stop;
- Temporary recovery.

What terms do we define in this section?

- Disability;
- Material and substantial duties;
- [Regular occupation;]
- [Reasonable employment option;]
- [Gainful occupation;]
- Sickness;
- Injury;
- Elimination period;
- Regular care;
- Doctor;
- Pre-existing condition;
- Treatment;
- Prior group insurance plan;
- Maximum monthly payment;
- Gross monthly payment;
- Minimum monthly payment;
- Maximum capacity;
- Retirement plan;
- Disability benefits under a retirement plan;
- Retirement benefits under a retirement plan;
- Eligible retirement plan;
- Mental illness;
- Substance abuse;
- [Special conditions;]
- Maximum payment duration.

EE-4L-Summary Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

### WHAT DOES DISABILITY MEAN?

**Disabled/Disability means our determination that your sickness or injury:**

- Prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation [and a reasonable employment option offered to you by the employer]; and
- As a result, the income you are able to earn is less than or equal to [80%] of your pre-disability earnings.]

**Material and substantial duties are the duties that:**

- Are normally required for the performance of the occupation; and
- Cannot be reasonably omitted or changed.

Extended Regular Occupation  
With Residual

EE-4L-1.1 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

### WHAT DOES DISABILITY MEAN?

**Disabled/Disability means our determination that your sickness or injury:**

- During the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation [and a reasonable employment option offered to you by the employer] and, as a result, you are not working at all[, or you are working and the income you are able to earn is less than or equal to [20%] of your pre-disability earnings.]
- Following the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation [and a reasonable employment option offered to you by the employer] [and, as a result, the income you are able to earn is less than or equal to [80%] of your pre-disability earnings.]

**Material and substantial duties are the duties that:**

- Are normally required for the performance of the occupation; and
- Cannot be reasonably omitted or changed.

Extended Regular Occupation  
With Partial

EE-4L-1.2 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

### WHAT DOES DISABILITY MEAN?

Disabled/Disability means our determination that your sickness or injury began while you are covered under the policy and:

- During the elimination period and for the first [12-60] months of disability benefits, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation [and a reasonable employment option offered to you by the employer] [and, as a result, the income you are able to earn is less than or equal to [80%] of your pre-disability earnings].
- After the first [12-60] months of disability benefits, prevents you from performing with reasonable continuity the material and substantial duties of any gainful occupation [and, as a result, the income you are able to earn is less than or equal to [60%] of your pre-disability earnings].

Material and substantial duties are the duties that:

- Are normally required for the performance of the occupation; and
- Cannot be reasonably omitted or changed.

Limited Regular Occupation  
With Residual

EE-4L-1.3 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

### WHAT DOES DISABILITY MEAN?

Disabled/Disability means our determination that your sickness or injury:

- During the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation [and a reasonable employment option offered to you by the employer] and, as a result, you are not working at all[, or you are working and the income you are able to earn is less than or equal to [20%] of your pre-disability earnings].
- During the first [12-60] months of disability benefits, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation [and a reasonable employment option offered to you by the employer] [and, as a result, the income you are able to earn is less than or equal to [80%] of your pre-disability earnings].
- After the first [12-60] months of disability benefits, prevents you from performing with reasonable continuity the material and substantial duties of any gainful occupation [and, as a result, the income you are able to earn is less than or equal to [60%] of your pre-disability earnings].

Material and substantial duties are the duties that:

- Are normally required for the performance of the occupation; and
- Cannot be reasonably omitted or changed.

Limited Regular Occupation  
With Partial

EE-4L-1.4 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

### WHAT DOES DISABILITY MEAN?

**Disabled/Disability means our determination that your sickness or injury:**

- During the elimination period and for the first [12-60] months of disability benefits, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation [and a reasonable employment option offered to you by the employer] [and, as a result, the income you are able to earn is less than or equal to [80%] of your pre-disability earnings].
- After the first [12-60] months of disability benefits, prevents you from performing with reasonable continuity one or more activities of daily living (ADL), without stand-by help; or
- You have a cognitive impairment; or
- You have a terminal illness.

**Material and substantial duties are the duties that:**

- Are normally required for the performance of the occupation; and
- Cannot be reasonably omitted or changed.

Limited Regular Occupation/ADL  
With Residual

EE-4L-1.5 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

### WHAT DOES DISABILITY MEAN?

**Disabled/Disability means our determination that your sickness or injury:**

- During the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation [and a reasonable employment option offered to you by the employer and, as a result, you are not working at all, or you are working and the income you are able to earn is less than or equal to [20%] of your pre-disability earnings].
- During the first [12-60] months of disability benefits, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation [and a reasonable employment option offered to you by the employer] [and, as a result, the income you are able to earn is less than or equal to [80%] of your pre-disability earnings].
- After the first [12-60] months of disability benefits, prevents you from performing with reasonable continuity;
- One or more activities of daily living (ADL), without stand-by help; or
- You have a cognitive impairment; or
- You have a terminal illness.

**Material and substantial duties are the duties that:**

- Are normally required for the performance of the occupation; and
- Cannot be reasonably omitted or changed.

Limited Regular Occupation/ADL  
With Partial

EE-4L-1.6 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

### WHAT DOES DISABILITY MEAN?

**Disabled/Disability means our determination that your sickness or injury:**

- Prevents you from performing with reasonable continuity the material and substantial duties of any gainful occupation; and
- As a result, the income you are able to earn is less than or equal to [60%] of your pre-disability earnings].

**Material and substantial duties are the duties that:**

- Are normally required for the performance of the occupation; and
- Cannot be reasonably omitted or changed.

Extended Any Occupation  
With Residual

EE-4L-1.7 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

### WHAT DOES DISABILITY MEAN?

Disabled/Disability means our determination that your sickness or injury:

- During the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of any gainful occupation, and, as a result, you are not working at all[, or you are working and the income you are able to earn is less than or equal to [20%] of your pre-disability earnings,] and
- Following the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of any gainful occupation [and, as a result, the income you are able to earn is less than or equal to [60%] of your pre-disability earnings].

Material and substantial duties are the duties that:

- Are normally required for the performance of the occupation; and
- Cannot be reasonably omitted or changed.

Extended Any Occupation  
With Partial

EE-4L-1.8 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

**Regular occupation means the occupation, as it is performed nationally, that you are routinely performing when your disability begins. Your regular occupation does not mean the job you are performing for a specific employer or at a specific location.**

**[Reasonable employment option means an employment position with the employer for which you are able to perform the material and substantial duties given your education, training and experience. If you have been working in a reasonable employment option for 6 months or more, the reasonable employment option will then be considered your regular occupation.]**

**Sickness means an illness or disease. It also includes an injury, which occurs before you are insured. It does not include risk of sickness.**

**Injury means a bodily injury that occurs while you are insured and is the direct result of an accident and not related to any other cause. It does not include risk of injury.**

### Related Rules:

You will not be considered disabled from work in an occupation because of a reduction in your earnings resulting from a change in economic conditions or other factors that are not directly related to your sickness or injury. Examples of factors that we will not consider in determining whether you are disabled include, but are not limited to, recession, job obsolescence, job restructuring or elimination, pay cuts, and job sharing.

You will not be considered disabled from work in an occupation solely because of:

1. Your employer's work schedule that is inconsistent with the normal work schedule of your regular occupation;
2. Your relationship with your employer or other employees of the employer; or
3. The physical relationship of your employer's workplace that is inconsistent with the normal physical environment of your regular occupation.

You will not be considered disabled from work in an occupation solely because of the loss, suspension, restriction, surrender, or failure to maintain a required state or federal license to engage in the occupation.

You will not be considered disabled from work in an occupation solely because of your inability to work more than 40 hours per week in the occupation, even if you were regularly required to work more than 40 hours per week prior to becoming disabled.

Your disability must begin while you are covered under the policy.

Use When Disability Is Regular Occupation Only  
Or When Disability Includes ADL

EE-4L-2.1 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

**Regular occupation means the occupation, as it is performed nationally, that you are routinely performing when your disability begins. Your regular occupation does not mean the job you are performing for a specific employer or at a specific location.**

**[Reasonable employment option means an employment position with the employer for which you are able to perform the material and substantial duties given your education, training and experience. If you have been working in a reasonable employment option for 6 months or more, the reasonable employment option will then be considered your regular occupation.]**

**Gainful occupation means any occupation that your past training, education, or experience would allow you to perform or for which you can be trained [that provides or can be expected to provide you, within 12 months of your return to work, with an income (before taxes) that exceeds [80%] of your pre-disability earnings if you are working, or [60%] of your pre-disability earnings if you are not working].**

**Sickness means an illness or disease. It also includes an injury, which occurs before you are insured. It does not include risk of sickness.**

**Injury means a bodily injury that occurs while you are insured and is the direct result of an accident and not related to any other cause. It does not include risk of injury.**

### Related Rules:

You will not be considered disabled from work in an occupation because of a reduction in your earnings resulting from a change in economic conditions or other factors that are not directly related to your sickness or injury. Examples of factors that we will not consider in determining whether you are disabled include, but are not limited to, recession, job obsolescence, job restructuring or elimination, pay cuts, and job sharing.

You will not be considered disabled from work in an occupation solely because of:

1. Your employer's work schedule that is inconsistent with the normal work schedule of your regular occupation;
2. Your relationship with your employer or other employees of the employer; or
3. The physical relationship of your employer's workplace that is inconsistent with the normal physical environment of your regular occupation.

You will not be considered disabled from work in an occupation solely because of the loss, suspension, restriction, surrender, or failure to maintain a required state or federal license to engage in the occupation.

You will not be considered disabled from work in an occupation solely because of your inability to work more than 40 hours per week in the occupation, even if you were regularly required to work more than 40 hours per week prior to becoming disabled.

Your disability must begin while you are covered under the policy.

Use When Disability Contains  
A Gainful Occupation Period

EE-4L-2.2 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### Activities of daily living (ADL) means:

- **Bathing** - the ability to wash oneself in either a tub or shower, or by sponge bath; including the tasks of getting into and out of the tub or shower with or without the assistance of equipment;
- **Dressing** - the ability to put on, take off, and secure all necessary and appropriate items of clothing and any necessary braces or artificial limbs;
- **Toileting** - the ability to get to and from the toilet, get on and off the toilet, and perform associated personal hygiene with or without the assistance of equipment;
- **Transferring** - the ability to move in and out of a bed, chair or wheelchair with or without the assistance of equipment;
- **Mobility** - the ability to walk or wheel on a level surface from one room to another with or without the assistance of equipment;
- **Eating** - the ability to get nourishment into the body by any means once it has been prepared and made available to one with or without the assistance of equipment.

**Cognitive impairment** means you have a deterioration or loss in intellectual capacity, resulting from injury, sickness, Alzheimer's disease or similar forms of irreversible dementia and you need another person's active help or verbal guidance for your own protection or for the protection of others. The deterioration or loss will be based on clinical evidence and/or clinical tests, according to generally accepted medical standards, that reliably measure your impairment.

**Terminal illness** means a diagnosed illness that, according to generally accepted medical standards, is expected to result in death within six months.

**Stand-by help** means you must have hands-on (active) help from another person with all or most of the activity.

Use With ADL Disability

EE-4L-2.3 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### **DOES YOUR DISABILITY NEED TO CONTINUE FOR A PERIOD OF TIME BEFORE OUR PAYMENTS TO YOU BEGIN?**

Your disability must continue through the elimination period before we begin making payments to you.

**Elimination period is a period of continuous days of disability. The elimination period begins on the first day of your disability.**

### **WHAT HAPPENS IF YOU RETURN TO WORK DURING THE ELIMINATION PERIOD?**

We will consider your disability continuous if you have one or more periods of temporary recovery during the elimination period for a maximum of [30] days AND become disabled again due to the same sickness or injury.

Temporary recovery means any time when we do not consider you to be disabled. The days you are not disabled will not count toward the elimination period.

Accumulation Of Elimination Period = 30 Days

EE-4L-3.1 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### DO YOU NEED TO BE UNDER THE CARE OF A DOCTOR?

We require you to be under the regular care of a doctor for the sickness or injury causing your disability in order to be eligible to receive payments from us.

#### Regular care means:

- You personally visit a doctor as often as is medically required to effectively manage and treat your disabling condition(s), according to generally accepted medical standards; and
- You are receiving appropriate treatment and care, according to generally accepted medical standards. Treatment and care for the sickness or injury causing your disability must be given by a doctor whose specialty or experience is appropriate.

Doctor means a person regularly performing tasks that are within the limits of the person's medical license, and:

- Who is licensed to practice medicine and prescribe and administer drugs or to perform surgery;
- With a doctoral degree in Psychology (Ph.D. or Psy.D.) and whose primary practice is treating patients; or
- Who is a legally qualified medical practitioner according to the laws and regulations of the jurisdiction in which regular care is being given.

We will not recognize you, your spouse, children, parents, or siblings as a doctor for a claim you submit.

EE-4L-4

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### **MAY WE REQUIRE YOU TO BE EXAMINED OR INTERVIEWED BY INDIVIDUALS OTHER THAN THE DOCTOR PROVIDING REGULAR CARE?**

We may require you to be examined by doctor(s), other medical practitioner(s) or vocational expert(s) of our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so. In addition, we may require an interview with you by an authorized representative of ours.

### **WHEN WILL WE NOT COVER A DISABILITY?**

We will not cover a disability if it is due to:

- War, declared or not, or any act of war;
- Intentionally self-inflicted injuries or illness, while sane or insane;
- Your active participation in a riot;
- Your attempt to commit or your commission of a felony under federal or state law, or your being engaged in an illegal occupation;
- Your service in the armed forces, military reserves or national guard of any country or international authority, or in a civilian unit serving with such forces;
- Cosmetic or reconstructive surgery, except for complications arising from any such surgery or for surgery necessary to correct a deformity caused by accidental injury or sickness;
- An accident resulting from or caused by your operation of a motor vehicle while intoxicated according to the laws of the jurisdiction where the accident occurred; or
- An accident resulting from or caused by your being under the influence of drugs or any controlled substance, unless taken as prescribed by your doctor.

**No benefits are payable for any period of disability during which you are incarcerated in a penal or correctional facility for a period of 30 or more consecutive days or for which you are not under the regular care of a doctor.**

If your professional or occupational license or your certification is suspended, revoked or surrendered, loss of your license or certification, by itself, does not mean you are disabled.

EE-4L-5 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?

We will cover your disability if it is caused by, contributed to by or results from a pre-existing condition and your disability begins:

- After you have gone at least 6 consecutive months after the effective date of your coverage without treatment for the pre-existing condition; or
- After you have been insured for 12 consecutive months after the effective date of your coverage.

If you do not meet these time period requirements, your disability is excluded from coverage under this plan.

#### **Pre-existing condition is a sickness or injury:**

- **For which you received treatment; or**
- **Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;**

**Within the three months prior to your effective date of coverage.**

#### **Treatment includes:**

- **Consulting with a doctor;**
- **Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;**
- **Taking prescribed medicines;**
- **Being prescribed medicines;**
- **You should have been taking prescribed medicines but chose not to; or**
- **Receiving diagnostic measures.**

3/6/12 Pre-Existing Condition

EE-4L-6.1

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?

We will cover your disability if it is caused by, contributed to by or results from a pre-existing condition and your disability begins after you have been insured for 12 consecutive months after the effective date of your coverage. If you do not meet this time period requirement, your disability is excluded from coverage under this plan.

#### Pre-existing condition is a sickness or injury:

- For which you received treatment; or
- Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;

Within the three months prior to your effective date of coverage.

#### Treatment includes:

- Consulting with a doctor;
- Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;
- Taking prescribed medicines;
- Being prescribed medicines;
- You should have been taking prescribed medicines but chose not to; or
- Receiving diagnostic measures.

3/12 Pre-Existing Condition

EE-4L-6.1.1 Rev 4/99

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?

We will cover your disability if it is caused by, contributed to by or results from a pre-existing condition and your disability begins:

- After you have gone at least 6 consecutive months after the effective date of your coverage without treatment for the pre-existing condition; or
- After you have been insured for 24 consecutive months after the effective date of your coverage.

If you do not meet these time period requirements, your disability is excluded from coverage under this plan.

#### **Pre-existing condition is a sickness or injury:**

- **For which you received treatment; or**
- **Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;**

**Within the 12 months prior to your effective date of coverage.**

#### **Treatment includes:**

- **Consulting with a doctor;**
- **Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;**
- **Taking prescribed medicines;**
- **Being prescribed medicines;**
- **You should have been taking prescribed medicines but chose not to; or**
- **Receiving diagnostic measures.**

12/6/24 Pre-Existing Condition

EE-4L-6.2

**SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**  
(Continued)

**WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?**

We will cover your disability if it is caused by, contributed to by or results from a pre-existing condition and your disability begins:

- After you have gone at least 12 consecutive months after the effective date of your coverage without treatment for the pre-existing condition; or
- After you have been insured for 24 consecutive months after the effective date of your coverage.

If you do not meet these time period requirements, your disability is excluded from coverage under this plan.

**Pre-existing condition is a sickness or injury:**

- For which you received treatment; or
- Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;

Within the 6 months prior to your effective date of coverage.

**Treatment includes:**

- Consulting with a doctor;
- Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;
- Taking prescribed medicines;
- Being prescribed medicines;
- You should have been taking prescribed medicines but chose not to; or
- Receiving diagnostic measures.

6/12/24 Pre-Existing Condition

EE-4L-6.2A

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?

We will cover your disability if it is caused by, contributed to by or results from a pre-existing condition and your disability begins after you have been insured for 24 consecutive months after the effective date of your coverage. If you do not meet this time period requirement, your disability is excluded from coverage under this plan.

#### Pre-existing condition is a sickness or injury:

- For which you received treatment; or
- Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;

Within the 12 months prior to your effective date of coverage.

#### Treatment includes:

- Consulting with a doctor;
- Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;
- Taking prescribed medicines;
- Being prescribed medicines;
- You should have been taking prescribed medicines but chose not to; or
- Receiving diagnostic measures.

12/24 Pre-Existing Condition

EE-4L-6.2.1 Rev 4/99

## SECTION 4: LONG TERM DISABILITY BENEFITS

(Continued)

### WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?

We will cover your disability if it is caused by, contributed to by or results from a pre-existing condition, and your disability begins after you have been in active employment for 5 consecutive days after the effective date of your coverage.

If you do not meet this time period requirement, your disability is excluded from coverage under this plan.

#### Pre-existing condition is a sickness or injury:

- For which you received treatment; or
- Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;

Within the thirty days prior to your effective date of coverage.

#### Treatment includes:

- Consulting with a doctor;
- Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;
- Taking prescribed medicines;
- Being prescribed medicines;
- You should have been taking prescribed medicines but chose not to; or
- Receiving diagnostic measure.

5-Day Pre-Existing Condition

EE-4L-6.3

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?

We will cover your disability and pay a limited long term disability benefit if your disability is caused by or results from a pre-existing condition and starts within the first [12 months] following the effective date of your coverage [or an increase in your coverage]. All other terms and conditions of the policy apply, including the requirement that you must satisfy the elimination period.

This benefit will be:

1. Equal to [30%] of [pre-disability earnings];
2. [Payable for a maximum of [12] months];
3. Subject to a maximum of [\$3,000] per month, reduced by other income benefits;
4. Subject to the terms of the "When Will Our Payments to You Stop?" provision.

#### Pre-existing condition is a sickness or injury:

- For which you received treatment; or
- Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;

Within the [12] months prior to your effective date of coverage.

#### Treatment includes:

- Consulting with a doctor;
- Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;
- Taking prescribed medicines;
- Being prescribed medicines;
- You should have been taking prescribed medicines but chose not to; or
- Receiving diagnostic measures.

Limited Pre-Existing Condition Benefit  
EE-4L-6.4SG

## SECTION 4: LONG TERM DISABILITY BENEFITS

(Continued)

### CHOICE PLANS

#### WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?

We will cover your disability if it is caused by, contributed to by or results from a pre-existing condition and your disability begins:

- After you have gone at least 6 consecutive months after the effective date of your coverage without treatment for the pre-existing condition; or
- After you have been insured for 12 consecutive months after the effective date of your coverage.

If you do not meet these time period requirements, your disability is excluded from coverage under this plan.

#### **Pre-existing condition is a sickness or injury:**

- **For which you received treatment; or**
- **Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;**

**Within the three months prior to the effective date of coverage.**

#### **Treatment includes:**

- **Consulting with a doctor;**
- **Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;**
- **Taking prescribed medicines;**
- **Being prescribed medicines;**
- **You should have been taking prescribed medicines but chose not to; or**
- **Receiving diagnostic measures.**

Non-Contributory Or Contributory  
3/6/12 Pre-Existing Condition

EE-4LC-6.1

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### CHOICE PLANS

#### WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?

We will cover your disability if it is caused by, contributed to by or results from a pre-existing condition and your disability begins after you have been insured for 12 consecutive months after the effective date of your coverage. If you do not meet this time period requirement, your disability is excluded from coverage under this plan.

#### Pre-existing condition is a sickness or injury:

- For which you received treatment; or
- Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;

Within the three months prior to the effective date of coverage.

#### Treatment includes:

- Consulting with a doctor;
- Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;
- Taking prescribed medicines;
- Being prescribed medicines;
- You should have been taking prescribed medicines but chose not to; or
- Receiving diagnostic measures.

Non-Contributory Or Contributory  
3/12 Pre-Existing Condition

EE-4LC-6.1.1 Rev 4/99

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### CHOICE PLANS

#### **WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION IF YOU INCREASE YOUR COVERAGE DURING AN ANNUAL ENROLLMENT PERIOD?**

If you increase your coverage during an annual enrollment period we will cover the increased amount of coverage for your disability if your disability is caused by, contributed to by or results from a pre-existing condition and your disability begins:

- After you have gone at least 6 consecutive months after the effective date of the increase in your coverage without treatment for the pre-existing condition; or
- After you have been insured for 12 consecutive months after the effective date of the increase in your coverage.

If you do not meet these time period requirements, then the increased amount of coverage for your disability is excluded from coverage under this plan.

#### **Pre-existing condition is a sickness or injury:**

- For which you received treatment; or
- Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;

Within the three months prior to the effective date of your increase in coverage.

#### **Treatment includes:**

- Consulting with a doctor;
- Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;
- Taking prescribed medicines;
- Being prescribed medicines;
- You should have been taking prescribed medicines but chose not to; or
- Receiving diagnostic measures.

Non-Contributory Or Contributory  
3/6/12 Pre-Existing Condition

EE-4LC-6.2

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### CHOICE PLANS

#### **WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION IF YOU INCREASE YOUR COVERAGE DURING AN ANNUAL ENROLLMENT PERIOD?**

If you increase your coverage during an annual enrollment period we will cover the increased amount of coverage for your disability if your disability is caused by, contributed to by or results from a pre-existing condition and your disability begins after you have been insured for 12 consecutive months after the effective date of the increase in your coverage. If you do not meet this time period requirement, then the increased amount of coverage for your disability is excluded from coverage under this plan.

#### **Pre-existing condition is a sickness or injury:**

- **For which you received treatment; or**
- **Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;**

**Within the three months prior to the effective date of your increase in coverage.**

#### **Treatment includes:**

- **Consulting with a doctor;**
- **Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;**
- **Taking prescribed medicines;**
- **Being prescribed medicines;**
- **You should have been taking prescribed medicines but chose not to; or**
- **Receiving diagnostic measures.**

Non-Contributory Or Contributory  
3/12 Pre-Existing Condition

EE-4LC-6.2.1 Rev 4/99

**SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

**CHOICE PLANS**

**WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION IF YOU DECLINE COVERAGE DURING AN ENROLLMENT PERIOD AND THEN APPLY FOR COVERAGE AT A LATER ANNUAL ENROLLMENT?**

If you decline coverage during an enrollment period and then apply for coverage during a following annual enrollment period we will cover your disability if it is caused by, contributed to by or results from a pre-existing condition, and your disability begins:

- After you have gone at least 6 consecutive months after the effective date of your coverage without treatment for the pre-existing condition;
- After you have been insured for 24 consecutive months after the effective date of your coverage.

If you do not meet these time period requirements, your disability is excluded from coverage under this plan.

**Pre-existing condition is a sickness or injury:**

- For which you received treatment; or
- Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;

**Within the 12 months prior to your effective date of coverage.**

**Treatment includes:**

- Consulting with a doctor;
- Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;
- Taking prescribed medicines;
- Being prescribed medicines;
- You should have been taking prescribed medicines but chose not to; or
- Receiving diagnostic measures.

Non-Contributory Or Contributory Base  
12/6/24 Pre-Existing Condition

EE-4LC-6.3C

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### CHOICE PLANS

#### **WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION IF YOU DECLINE COVERAGE DURING AN ENROLLMENT PERIOD AND THEN APPLY FOR COVERAGE AT A LATER ANNUAL ENROLLMENT?**

If you decline coverage during an enrollment period and then apply for coverage during a following annual enrollment period we will cover your disability if it is caused by, contributed to by or results from a pre-existing condition, and your disability begins after you have been insured for 24 consecutive months after the effective date of your coverage. If you do not meet this time period requirement, your disability is excluded from coverage under this plan.

#### **Pre-existing condition is a sickness or injury:**

- **For which you received treatment; or**
- **Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;**

**Within the 12 months prior to your effective date of coverage.**

#### **Treatment includes:**

- **Consulting with a doctor;**
- **Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;**
- **Taking prescribed medicines;**
- **Being prescribed medicines;**
- **You should have been taking prescribed medicines but chose not to; or**
- **Receiving diagnostic measures.**

Non-Contributory Or Contributory Base  
12/24 Pre-Existing Condition

EE-4LC-6.3.1C Rev 4/99

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### VOLUNTARY PLANS

#### WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?

We will cover your disability if it is caused by, contributed to by or results from a pre-existing condition and your disability begins:

- After you have gone at least 6 consecutive months after the effective date of your coverage without treatment for the pre-existing condition; or
- After you have been insured for 24 consecutive months after the effective date of your coverage.

If you do not meet these time period requirements, your disability is excluded from coverage under this plan.

#### **Pre-existing condition is a sickness or injury:**

- **For which you received treatment; or**
- **Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;**

**Within the twelve months prior to your effective date of coverage.**

#### **Treatment includes:**

- **Consulting with a doctor;**
- **Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;**
- **Taking prescribed medicines;**
- **Being prescribed medicines;**
- **You should have been taking prescribed medicines but chose not to; or**
- **Receiving diagnostic measures.**

Plan A Or Plan B  
12/6/24 Pre-Existing Condition

EE-4LV-6.1 Rev 4/99

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### VOLUNTARY PLANS

#### WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?

We will cover your disability if it is caused by, contributed to by or results from a pre-existing condition and your disability begins after you have been insured for 24 consecutive months after the effective date of your coverage. If you do not meet this time period requirement, your disability is excluded from coverage under this plan.

#### **Pre-existing condition is a sickness or injury:**

- **For which you received treatment; or**
- **Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;**

**Within the twelve months prior to your effective date of coverage.**

#### **Treatment includes:**

- **Consulting with a doctor;**
- **Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;**
- **Taking prescribed medicines;**
- **Being prescribed medicines;**
- **You should have been taking prescribed medicines but chose not to; or**
- **Receiving diagnostic measures.**

Plan A Or Plan B  
12/24 Pre-Existing Condition

EE-4LV-6.1.1 Rev 4/99

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### VOLUNTARY PLANS

#### **WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION IF YOU INCREASE YOUR COVERAGE DURING A RE-ENROLLMENT PERIOD?**

If you increase your coverage during a re-enrollment period we will cover the increased amount of coverage for your disability if your disability is caused by, contributed to by or results from a pre-existing condition and your disability begins:

- After you have gone at least 6 consecutive months after the effective date of the increase in your coverage without treatment for the pre-existing condition; or
- After you have been insured for 12 consecutive months after the effective date of the increase in your coverage.

If you do not meet these time period requirements, then the increased amount of coverage for your disability is excluded from coverage under this plan.

#### **Pre-existing condition is a sickness or injury:**

- **For which you received treatment; or**
- **Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;**

**Within the three months prior to the effective date of your increase in coverage.**

#### **Treatment includes:**

- **Consulting with a doctor;**
- **Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;**
- **Taking prescribed medicines;**
- **Being prescribed medicines;**
- **You should have been taking prescribed medicines but chose not to; or**
- **Receiving diagnostic measures.**

Plan A Or Plan B  
3/6/12 Pre-Existing Condition

EE-4LV-6.2

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### VOLUNTARY PLANS

#### WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION IF YOU INCREASE YOUR COVERAGE DURING A RE-ENROLLMENT PERIOD?

If you increase your coverage during a re-enrollment period we will cover the increased amount of coverage for your disability if your disability is caused by, contributed to by or results from a pre-existing condition and your disability begins after you have been insured for 12 consecutive months after the effective date of the increase in your coverage. If you do not meet this time period requirement, then the increased amount of coverage for your disability is excluded from coverage under this plan.

#### Pre-existing condition is a sickness or injury:

- For which you received treatment; or
- Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;

Within the three months prior to the effective date of your increase in coverage.

#### Treatment includes:

- Consulting with a doctor;
- Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;
- Taking prescribed medicines;
- Being prescribed medicines;
- You should have been taking prescribed medicines but chose not to; or
- Receiving diagnostic measures.

Plan A Or Plan B  
3/12 Pre-Existing Condition

EE-4LV-6.2.1 Rev 4/99

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### WHAT IF THE EMPLOYER CHANGES INSURANCE PLANS AND YOU ARE NOT IN ACTIVE EMPLOYMENT DUE TO AN INJURY OR SICKNESS ON THE EFFECTIVE DATE OF THIS PLAN?

#### Continuity of Coverage

We will cover you under this plan if you were insured by the prior group insurance plan and the cost of your coverage under the prior group insurance plan was paid. However, the payments to you for a period of disability that begins while you are insured under this plan but before you satisfy the active employment requirement will be limited to the monthly amount the prior group insurance plan would have paid you had the plan stayed in effect. Our payments will be reduced by any amount the prior group insurance plan is responsible for paying.

**Prior group insurance plan means the group long term disability plan in effect with the employer just before the effective date of this plan.**

EE-4L-7 Rev 11/09

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### **WHAT IF YOU WERE INSURED BY THE PRIOR GROUP INSURANCE PLAN AND BECAME DISABLED UNDER THIS PLAN DUE TO A PRE-EXISTING CONDITION?**

#### **Continuity of Coverage**

If you were insured by the prior group insurance plan just before you become eligible for coverage under this plan; you are in active employment; and you are insured under this plan, then you may be eligible for payments from us under this plan if your disability is due to a pre-existing condition.

In order to receive payments from us, you must meet the pre-existing condition exclusion of:

- This plan; or
- The prior group insurance plan had the plan stayed in effect.

We will consider the total amount of time you were continuously insured under both the prior group insurance plan and this plan to determine if you satisfy the pre-existing condition exclusion. If you cannot satisfy the pre-existing condition exclusion of either plan then we will not pay you a disability benefit.

We will determine our payments to you using the provisions of this plan, but your monthly payment will not be more than the maximum monthly payment of the prior group insurance plan. Your monthly payments will end on the earlier of the following dates:

- The end of the maximum payment duration under this plan; or
- The date benefits would have ended under the prior group insurance plan if the plan had stayed in effect.

EE-4L-8

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### **WHAT IF YOU WERE INSURED BY THE PRIOR GROUP INSURANCE PLAN AND BECAME DISABLED UNDER THIS PLAN DUE TO A PRE-EXISTING CONDITION?**

#### **Continuity of Coverage**

If you were insured by the prior group insurance plan just before you become eligible for coverage under this plan, you are in active employment, you are insured under this plan, and you become disabled while insured under this plan due to a pre-existing condition, then you may be eligible for payments from us that are not limited as described in the WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION provision even though your disability is caused or substantially contributed to by a preexisting condition or medical or surgical treatment of a preexisting condition.

In order to receive payments from us, that are not limited as described in the WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION provision, you must meet the pre-existing condition limitation of:

- This plan; or
- The prior group insurance plan had the plan stayed in effect.

We will consider the total amount of time you were continuously insured under both the prior group insurance plan and this plan to determine if you satisfy the pre-existing condition provision in this plan. If you meet the requirements of this provision for a disability due to a pre-existing condition that would have been subject to the pre-existing condition limitation of this plan, we will determine our payments to you using the provisions of this plan, reduced by any benefits payable under the prior plan.

EE-4LSG-8

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### **HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND NOT WORKING OR DISABLED AND WORKING, EARNING LESS THAN [20%] OF YOUR PRE-DISABILITY EARNINGS?**

Our payment will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.
- Step 2: Compare this amount to the maximum monthly payment for this plan.
- Step 3: Take the lesser of the amounts from Steps 1 and 2. This is your gross monthly payment.
- Step 4: Subtract from the gross monthly payment any other income amounts except any income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity. This is the payment that you may receive.

### **[HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN [20% AND 80%] OF YOUR PRE-DISABILITY EARNINGS?**

Our payment to you will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.
- Step 2: From [100%] of your monthly pre-disability earnings subtract any other income amounts including current income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity.
- Step 3: Compare the results from Steps 1 and 2 with the maximum monthly payment for this plan.
- Step 4: The payment you may receive is the lesser of the amounts from Step 3.]

Your loss of earnings must be as a result of or due to the same sickness or injury for which you are disabled.

EE-4L-9.1 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND NOT WORKING OR DISABLED AND WORKING, EARNING LESS THAN [20%] OF YOUR PRE-DISABILITY EARNINGS?

Our payment will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.
- Step 2: Multiply your monthly pre-disability earnings by [ 70% ]. Subtract any other income amounts except any income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity.
- Step 3: Compare the results from Steps 1 and 2 with the maximum monthly payment for this plan.
- Step 4: The payment you may receive is the lesser of the amounts from Step 3.

### HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN [20% AND 80%] OF YOUR PRE-DISABILITY EARNINGS?

Our payment to you will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.
- Step 2: From [100%] of your monthly pre-disability earnings subtract any other income amounts including current income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity.
- Step 3: Compare the results from Steps 1 and 2 with the maximum monthly payment for this plan.
- Step 4: The payment you may receive is the lesser of the amounts from Step 3.

Your loss of earnings must be as a result of or due to the same sickness or injury for which you are disabled.

All Sources

EE-4L-9.2 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND NOT WORKING OR DISABLED AND WORKING, EARNING LESS THAN [20%] OF YOUR PRE-DISABILITY EARNINGS?

Our payment will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.
- Step 2: Compare this amount to the maximum monthly payment for this plan.
- Step 3: Take the lesser of the amounts from Steps 1 and 2. This is your gross monthly payment.
- Step 4: Subtract from the gross monthly payment any other income amounts except any income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity. This is the payment that you may receive.

### HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN [20% AND 80%] OF YOUR PRE-DISABILITY EARNINGS?

Our payment to you for [12] [24] months will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.
- Step 2: From [100%] of your monthly pre-disability earnings subtract any other income amounts including current income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity.
- Step 3: Compare the results from Steps 1 and 2 with the maximum monthly payment for this plan.
- Step 4: The payment you may receive is the lesser of the amounts from Step 3.

Our payment to you after [12] [24] months will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.
- Step 2: Compare this amount to the maximum monthly payment for this plan.
- Step 3: Take the lesser of the amounts from Steps 1 and 2. This is your gross monthly payment.
- Step 4: Subtract from the gross monthly payment:
  - [100%] of any other income amounts except any income you earn or receive from any form of employment, but including any income you could have earned from working to your maximum capacity; AND
  - [50%] of any income you earn or receive from any form of employment. This is the payment that you may receive.

Your loss of earnings must be as a result of or due to the same sickness or injury for which you are disabled.

Limited 100%

EE-4L-9.3 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND NOT WORKING OR DISABLED AND WORKING, EARNING LESS THAN [20%] OF YOUR PRE-DISABILITY EARNINGS?

Our payment will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.
- Step 2: Multiply your monthly pre-disability earnings by [70%]. Subtract any other income amounts except any income you earn or receive from any form of employment or income you could have earned from working to maximum capacity.
- Step 3: Compare the results from Steps 1 and 2 with the maximum monthly payment for this plan.
- Step 4: The payment you may receive is the lesser of the amounts from Step 3.

### HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN [20% AND 80%] OF YOUR PRE-DISABILITY EARNINGS?

Our payment to you for [12] [24] months will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.
- Step 2: From [100%] of your monthly pre-disability earnings subtract any other income amounts including current income you earn or receive from any form of employment or income you could have earned from working to maximum capacity.
- Step 3: Compare the results from Steps 1 and 2 with the maximum monthly payment for this plan.
- Step 4: The payment you may receive is the lesser of the amounts from Step 3.

Our payment to you after [12] [24] months will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.
- Step 2: Multiply your monthly pre-disability earnings by [70%]. Subtract from this amount:
  - [100%] of any other income amounts except any income you earn or receive from any form of employment, but including any income you could have earned from working to maximum capacity; AND
  - [50%] of any income you earn or receive from any form of employment. This is the payment that you may receive.
- Step 3: Compare the results from Steps 1 and 2 with the maximum monthly payment for this plan.
- Step 4: The payment you may receive is the lesser of the amounts from Step 3.

Your loss of earnings must be as a result of or due to the same sickness or injury for which you are disabled.

All Sources limited 100%

EE-4L-9.4 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND NOT WORKING OR DISABLED AND WORKING, EARNING LESS THAN [20%] OF YOUR PRE-DISABILITY EARNINGS?

Our payment will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.
- Step 2: Compare this amount to the maximum monthly payment for this plan.
- Step 3: Take the lesser of the amounts from Steps 1 and 2. This is your gross monthly payment.
- Step 4: Subtract from the gross monthly payment any other income amounts except any income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity. This is the payment that you may receive.

### HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN [20% AND 80%] OF YOUR PRE-DISABILITY EARNINGS?

Our payment to you for [12] [24] months will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.
- Step 2: Compare this amount to the maximum monthly payment for this plan.
- Step 3: Take the lesser of the amounts from Steps 1 and 2. This is your gross monthly payment.
- Step 4: Subtract from the gross monthly payment:
  - 100% of any other income amounts except any income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity; then
  - Subtract any income you earn or receive from any form of employment or income you could have earned by working to your maximum capacity only if the sum of the gross monthly payment plus this income exceeds 100% of your indexed pre-disability earnings. The monthly benefit will then be reduced by that excess amount. This is the payment that you may receive.

Our payment to you after [12] [24] months will be figured by using the following formula: (A divided by B) x C

- A = Your indexed pre-disability earnings minus any income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity while you are disabled.
- B = Your indexed pre-disability earnings.
- C = The benefit calculated in Step 4 above, under the "HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND NOT WORKING OR DISABLED AND WORKING, EARNING LESS THAN [20%] OF YOUR PRE-DISABILITY EARNINGS?" section.

Limited 100% With Indexing  
EE-4L-9.5 1 of 2 Rev 10/05

#### SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

**"Indexed pre-disability earnings" means your basic monthly earnings in effect just prior to the date your disability began adjusted on the [first][second] anniversary of benefit payments and each following anniversary. Each adjustment will be based on the lesser of [3-10%] or the current annual percentage increase in the Consumer Price Index. The Consumer Price Index means the CPI-W as published by the U.S. Department of Labor. We reserve the right to use some other similar measurement if the U.S. Department of Labor changes or stops publishing the CPI-W.**

Your loss of earnings must be as a result of or due to the same sickness or injury for which you are disabled.

Limited 100% With Indexing

EE-4L-9.5 2 of 2 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### WHAT IF YOUR CURRENT INCOME FLUCTUATES?

If your current income fluctuates, we may average amounts over a three (3) consecutive month period of time.

### IF YOU ARE DISABLED AND WORKING, EARNING MORE THAN [80%] OF YOUR PRE-DISABILITY EARNINGS, NO PAYMENT WILL BE MADE.

**Maximum monthly payment means the maximum monthly amount for which you are insured under this plan.**

**Minimum monthly payment means the minimum monthly amount for which you are insured under this plan, except where necessary to recover an overpayment.**

**Gross monthly payment means the maximum payment amount before we subtract other income amounts.**

Your pre-disability earnings, benefit percentage, and maximum monthly payment appear in the PLAN HIGHLIGHTS.

### WHAT IF YOU ARE DISABLED FOR ONLY PART OF A MONTH?

Your monthly payment from us is pro-rated. This means that if you are disabled for only part of a month, you will receive a payment equal to 1/30th of a full monthly payment for each day of the month you are disabled.

EE-4L-10 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### WHAT ARE OTHER INCOME AMOUNTS?

These are amounts, other than payments you are receiving from us that include:

1. Any benefits and awards you receive or are eligible to receive under:
  - a. Workers' compensation law;
  - b. Occupational disease law;
  - c. Any other similar act or law.
2. Any disability income benefits you receive or are eligible to receive under:
  - a. Any compulsory benefit act or law;
  - b. Any other group insurance plan with the employer or with an association;
  - c. Any other group insurance plan with another employer which you become insured under after your disability under this plan begins;
  - d. Any governmental retirement system as a result of your job with the employer.

Long term disability payments are primary under this policy, meaning our payments to you will be reduced by any short term disability payments under a policy with the employer.

3. Any benefits under the United States Social Security Act, the Canada pension plan, and the Quebec pension plan and includes any similar plan or act. Benefits include:
  - a. Disability benefits you, your spouse, or your children receive or are eligible to receive as a result of your disability;
  - b. Retirement benefits you receive, your spouse or your children receive as a result of your receipt of retirement benefits.

If your disability begins after your 70th birthday, and you were receiving social security retirement benefits before your disability began, then we will not reduce our payments to you by these retirement benefits.

4. Any benefits you receive from the employer's sick leave or formal salary continuation plan.
5. Any income you earn or receive from any form of employment, including any income you could have earned while disabled by working to your maximum capacity, but you do not do so. We may require you to send us proof of your income. We will adjust our payment to you based on this information. As a part of the proof of income, we can require you to send us appropriate tax and financial records we believe we need to substantiate your income.

**Maximum capacity means, based on the limiting factors of your identified sickness or injury, the greatest extent of work you are able to do in an occupation from which you must be considered disabled in order to receive disability benefits.]**

Primary And Family

EE-4L-11.1 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### WHAT ARE OTHER INCOME AMOUNTS?

These are amounts, other than payments you are receiving from us, that include:

1. Any benefits and awards you receive or are eligible to receive under:
  - A. Workers' compensation law;
  - b. Occupational disease law;
  - c. Any other similar act or law.
  
2. Any disability income benefits you receive or are eligible to receive under:
  - A. Any compulsory benefit act or law
  - b. Any other group insurance plan with the employer or with an association
  - c. Any other group insurance plan with another employer which you become insured under after your disability under this plan begins
  - d. Any governmental retirement system as a result of your job with the employer

Long term disability payments are primary under this policy, meaning our payments to you will be reduced by any short term disability payments under a policy with the employer.

3. Any benefits under the United States Social Security Act, The Canada Pension Plan, The Quebec Pension Plan and includes any similar plan or act. Benefits include:
  - A. disability benefits you receive or are eligible to receive;
  - b. Retirement benefits you receive.

If your disability begins after your 70th birthday, and you were receiving Social Security retirement benefits before your disability began, then we will not reduce our payments to you by these retirement benefits.

4. Any benefits you receive from the employer's sick leave or formal salary continuation plan.
  
5. Any income you earn or receive from any form of employment, including any income you could have earned while disabled by working to your maximum capacity, but you do not do so. We may require you to send us proof of your income. We will adjust our payment to you based on this information. As a part of the proof, we can require you to send us appropriate tax and financial records we believe we need to substantiate your income.

**Maximum capacity means, based on the limiting factors of your identified sickness or injury, the greatest extent of work you are able to do in an occupation from which you must be considered disabled in order to receive disability benefits.]**

Primary

EE-4L-11.2 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

[6. Any benefits from the employer's retirement plan you:

- a. Receive as disability benefits;
- b. Voluntarily choose to receive as retirement benefits;
- c. Receive as retirement benefits once you reach the greater of age 62 or normal retirement age (as defined in the employer's retirement plan).

Regardless of how the retirement funds from the plan are distributed, for the purposes of figuring our payment to you, we consider employee and employer contributions to be distributed at the same time throughout your lifetime.

This plan does not reduce payments you receive from us for your contributions to the employer's retirement plan, or for amounts you rollover or transfer to an eligible retirement plan.

**Retirement plan is a defined contribution plan or defined benefit plan. These are plans that provide retirement benefits to employees and are not funded entirely by employee contributions.**

**Disability benefits under a retirement plan are benefits that are paid due to disability and which do not reduce the retirement benefit that would have been paid if the disability had not occurred.**

**Retirement benefits under a retirement plan are benefits that are paid based on the employer's contribution to the retirement plan. Disability benefits that reduce the retirement benefit under the plan will also be considered a retirement benefit.**

**Eligible retirement plan is defined in §402 of the Internal Revenue Code of 1986 and includes future amendments to §402 affecting the definition.]**

EE-4L-12

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

- [7. Any benefits for loss of time or lost wages you receive from the mandatory portion of a no-fault motor vehicle insurance plan, or automobile liability insurance policy.
8. Any amounts you receive under any unemployment compensation law.
9. Any amounts you receive from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.
- [10. Any disability income benefits you receive or are eligible to receive from an individual disability insurance plan. ]

If you receive any of the other income amounts in a lump sum payment, we will pro-rate the lump sum on a monthly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a monthly basis to the end of your maximum payment duration.

Other income amounts must be payable as a result of the same disability for which you are receiving a payment from us, except for retirement benefits and any income you earn or receive from any form of employment.]

### **WHAT IF SUBTRACTING OTHER INCOME AMOUNTS RESULTS IN A ZERO PAYMENT TO YOU?**

We will pay you a minimum monthly payment under this plan, subject to any overpayments.

EE-4L-13

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### DO WE HAVE THE RIGHT TO ESTIMATE OTHER INCOME AMOUNTS?

We have the right to estimate the amount of benefits you may be eligible to receive under Other Income Amounts, items [1, 2 and 3a]. We can reduce our monthly payment to you by this estimated amount if you:

- Have not been awarded such benefits but have not been denied such benefits; or
- Have been denied such benefits and the denial is being appealed; or
- Are reapplying for such benefits.

We will not reduce our payments to you by these estimated amounts if you:

- Apply (or reapply) for benefits and appeal your denial through all of the administrative levels we believe are necessary; and
- Sign our payment option form stating you promise to pay back to us any overpayment of benefits caused by an award.

If we reduce our payment to you by an estimated amount:

- Then we will adjust our payments to you when you give us proof of the amount awarded; or
- We will give you a lump sum refund of the estimated amount if you were denied benefits and have completed all appeals (or reapplications) we believe are necessary.

EE-4L-14

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### WHAT ARE NOT OTHER INCOME AMOUNTS?

We will not subtract from our payments to you any amounts you receive from the following:

- [401(k) plans;
- Profit sharing plans;
- Thrift plans;
- Tax sheltered annuities;
- Stock ownership plans;
- Credit disability insurance;
- Non-qualified plans of deferred compensation;
- Pension plans for partners;
- Military pension and military disability income plans;
- A retirement plan from another employer;
- Individual retirement accounts (IRA);
- Informal salary continuation plan;
- [Benefits from individual disability plans.] ]

### WHAT HAPPENS IF YOU RECEIVE A COST OF LIVING INCREASE TO ANY OTHER INCOME AMOUNTS?

Other than for increases in any income you earn or receive from any form of employment, once we have subtracted an other income amount from your gross disability payment, we will not further reduce our payment to you due to a cost of living increase in any other income amount.

EE-4L-15

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### WHEN WILL YOU RECEIVE A LIMITED NUMBER OF PAYMENTS FROM US FOR A DISABILITY?

If your disability is caused or contributed to by mental illness, substance abuse, [ or special conditions ] we will pay you a monthly payment for a maximum of [12] [24] months [in your lifetime][per occurrence]. We will not pay you a monthly payment beyond the maximum payment duration.

**Mental illness means disability caused or contributed to by psychiatric or psychological conditions, regardless of cause, and includes:**

- Schizophrenia;
- Depression;
- Manic depressive or bipolar illness;
- Anxiety;
- Personality disorders;
- Adjustment disorders;
- Other conditions usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs or other similar methods of treatment.

**Substance abuse means a pattern of pathological use of alcohol or other addictive drugs unless prescribed by a doctor and used by you as prescribed.**

This limitation does not apply to dementia, if due to:

- Stroke;
- Trauma;
- Viral infection;
- Alzheimer's disease;
- Other such conditions not listed above which are not usually treated by a mental health provider using psychotherapy; psychotropic drugs or other similar methods of treatment.

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## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### WHEN WILL YOU RECEIVE A LIMITED NUMBER OF PAYMENTS FROM US FOR A DISABILITY? (Continued)

**Special condition means each of the following conditions:**

- 1. Musculoskeletal and connective tissue disorders of the neck and back, including any disease, disorder, injury, sprain, or strain of the joints or adjacent soft tissues and muscles of the cervical, thoracic, and lumbosacral regions.**

**This item does not include:**

- a. Progressive inflammatory arthritis of the spine;**
  - b. Ruptured intervertebral disc;**
  - c. Scoliosis with severe spinal deformity greater than 45%;**
  - d. Unstable spinal fractures;**
  - e. Osteopathies;**
  - f. Spinal tumors, malignancy, or vacuolar malformations;**
  - g. Radiculopathies, documented by electromyogram and causing measurable neurological weakness;**
  - h. Spondylolisthesis, grade II or higher;**
  - i. Myelopathies and myelitis;**
  - j. Demyelinating disease; or**
  - k. Traumatic spinal cord necrosis.**
- 2. Thoracic outlet syndrome.**
  - 3. Headaches, including but not limited to, functional, migraine, organic, sinus, and tension headaches.**
  - 4. Chronic fatigue syndrome or Chronic Fatigue Immune Dysfunction Syndrome (CFIDS).**
  - 5. Fibromyalgia or myofascial pain.**
  - 6. Temporomandibular joint (TMJ).**
  - 7. Repetitive stress disorder, cumulative trauma disorder, or overuse syndrome, including carpal tunnel syndrome and ulnar tunnel syndrome.**
  - 8. Environmental Allergic or Reactive Illness and Multiple Chemical Sensitivity (MCS).]**

**Environmental Allergic or Reactive Illness means an illness which is caused or contributed to by your inability to function due to physical or mental symptoms caused by an allergic reaction from physical contact with or exposure to any static or airborne substances.**

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### WHEN WILL OUR PAYMENTS TO YOU STOP?

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

- The date you are no longer disabled according to this plan;
- The date you reach the end of the maximum payment duration;

**Maximum payment duration means the period of time during which we will send you a monthly payment. Your maximum payment duration is based on your age when you become disabled and appears in the PLAN HIGHLIGHTS.**

- The date your current earnings exceed [80%] of your pre-disability earnings. If your current earnings fluctuate, we may average your current earnings over a three (3) consecutive month period of time instead of stopping your payment on the date your current earnings reach the earnings limit;
- The date you die;
- The date you fail to provide proof of continuing disability;
- The date you refuse to participate in an approved rehabilitation program;
- The date you cease to be under the regular care of a doctor, or refuse to undergo, at our expense, an examination or testing by a doctor or vocational, rehabilitation, or health assessment testing when we require such examination or testing;
- The date you refuse to receive medical treatment, including taking prescribed medicines, that your doctor has recommended and that is generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect;
- [The date you refuse to make a good faith effort to adhere to necessary wellness programs that your doctor has recommended and that are generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect. We will work with your treating doctor to determine the necessary wellness programs, if any, in accordance with generally accepted medical standards.

We will give you 30 days prior written notice of our intent to apply this provision to terminate benefits. During those 30 days you will have an opportunity to begin or resume reasonable efforts to adhere to the medically necessary Wellness Programs. We will not terminate benefits if there is no reasonable basis for believing that you will be able to return to productive employment in your regular occupation or another gainful occupation on a full-time or part-time basis if you adhere to the recommended wellness programs.

**Wellness programs include, but are not limited to, appropriate programs for dietary and nutritional improvement, weight management, smoking cessation, abstention from the excessive or illegal use of alcohol or narcotics, regular participation in exercise activities, stress management, pain management, behavioral therapy, coaching, and the regular taking of prescribed medications.]**

Extended Regular Occupation  
Disability Without ADL

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**SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**  
(Continued)

**WHEN WILL OUR PAYMENTS TO YOU STOP? (Continued)**

- [The date you refuse to try or attempt to work with the assistance of:
  1. Modifications made to your work environment, functional job elements or work schedule; or
  2. Adaptive equipment or devices;

That a qualified doctor has indicated will accommodate the limiting factors of the sickness or injury for which you are claiming benefits under the policy and will enable you to perform the material and substantial duties of an occupation from which you must be considered disabled in order to receive disability benefits;]

- [If you are considered to reside outside the United States or Canada. You will be considered to reside outside of these countries if you have been outside the United States or Canada for a total period of 6 months or more during any 12 consecutive months of disability benefits.]

Extended Regular Occupation  
Disability Without ADL

EE-4L-17.1 2 of 2 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### WHEN WILL OUR PAYMENTS TO YOU STOP?

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

- The date you are no longer disabled according to this plan;
- The date you reach the end of the maximum payment duration;

**Maximum payment duration means the period of time during which we will send you a monthly payment. Your maximum payment duration is based on your age when you become disabled and appears in the PLAN HIGHLIGHTS.**

- [During the first [12-60] months of disability benefits,] the date your current earnings exceed [80%] of your pre-disability earnings; [after the first [12-60] months of disability benefits, the date your current earnings exceed [60%] of your pre-disability earnings.] If your current earnings fluctuate, we may average your current earnings over a three (3) consecutive month period of time instead of stopping your payment on the date your current earnings reach the earnings limit;
- The date you die;
- The date you fail to provide proof of continuing disability;
- The date you refuse to participate in an approved rehabilitation program;
- The date you cease to be under the regular care of a doctor, or refuse to undergo, at our expense, an examination or testing by a doctor or vocational, rehabilitation, or health assessment testing when we require such examination or testing;
- The date you refuse to receive medical treatment, including taking prescribed medicines, that your doctor has recommended and that is generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect;
- [The date you refuse to make a good faith effort to adhere to necessary wellness programs that your doctor has recommended and that are generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect. We will work with your treating doctor to determine the necessary wellness programs, if any, in accordance with generally accepted medical standards.

We will give you 30 days prior written notice of our intent to apply this provision to terminate benefits. During those 30 days you will have an opportunity to begin or resume reasonable efforts to adhere to the medically necessary wellness programs. We will not terminate benefits if there is no reasonable basis for believing that you will be able to return to productive employment in your regular occupation or another gainful occupation on a full-time or part-time basis if you adhere to the recommended wellness programs.

**Wellness programs include, but are not limited to, appropriate programs for dietary and nutritional improvement, weight management, smoking cessation, abstention from the excessive or illegal use of alcohol or narcotics, regular participation in exercise activities, stress management, pain management, behavioral therapy, coaching, and the regular taking of prescribed medications.]**

Limited Regular Occupation  
Disability Without ADL

EE-4L-17.2 1 of 2 Rev 10/05

**SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**  
(Continued)

**WHEN WILL OUR PAYMENTS TO YOU STOP?** (Continued)

- [The date you refuse to try or attempt to work with the assistance of:
  1. Modifications made to your work environment, functional job elements or work schedule; or
  2. Adaptive equipment or devices,

That a qualified doctor has indicated will accommodate the limiting factors of the sickness or injury for which you are claiming benefits under the policy and will enable you to perform the material and substantial duties of an occupation from which you must be considered disabled in order to receive disability benefits;]

- [If you are considered to reside outside the United States or Canada. You will be considered to reside outside of these countries if you have been outside the United States or Canada for a total period of 6 months or more during any 12 consecutive months of disability benefits.]

Limited Regular Occupation  
Disability Without ADL

EE-4L-17.2 2 of 2 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### WHEN WILL OUR PAYMENTS TO YOU STOP?

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

- The date you are no longer disabled according to this plan;
- The date you reach the end of the maximum payment duration;

**Maximum payment duration means the period of time during which we will send you a monthly payment. Your maximum payment duration is based on your age when you become disabled and appears in the PLAN HIGHLIGHTS.**

- [During the first [12-60] months of disability benefits,] the date your current earnings exceed [80%] of your pre-disability earnings if your current earnings fluctuate, we may average your current earnings over a three (3) consecutive month period of time instead of stopping your payment on the date your current earnings reach the earnings limit;
- The date you die;
- The date you fail to provide proof of continuing disability;
- The date you refuse to participate in an approved rehabilitation program;
- The date you cease to be under the regular care of a doctor, or refuse to undergo, at our expense, an examination or testing by a doctor or vocational, rehabilitation, or health assessment testing when we require such examination or testing;
- The date you refuse to receive medical treatment, including taking prescribed medicines, that your doctor has recommended and that is generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect;
- [The date you refuse to make a good faith effort to adhere to necessary wellness programs that your doctor has recommended and that are generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect. We will work with your treating doctor to determine the necessary wellness programs, if any, in accordance with generally accepted medical standards.

We will give you 30 days prior written notice of our intent to apply this provision to terminate benefits. During those 30 days you will have an opportunity to begin or resume reasonable efforts to adhere to the medically necessary Wellness Programs. We will not terminate benefits if there is no reasonable basis for believing that you will be able to return to productive employment in your regular occupation or another gainful occupation on a full-time or part-time basis if you adhere to the recommended wellness programs.

**Wellness programs include, but are not limited to, appropriate programs for dietary and nutritional improvement, weight management, smoking cessation, abstention from the excessive or illegal use of alcohol or narcotics, regular participation in exercise activities, stress management, pain management, behavioral therapy, coaching, and the regular taking of prescribed medications.]**

Disability With ADL

EE-4L-17.3 1 of 2 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### WHEN WILL OUR PAYMENTS TO YOU STOP? (Continued)

- [The date you refuse to try or attempt to work with the assistance of:
  1. Modifications made to your work environment, functional job elements or work schedule; or
  2. Adaptive equipment or devices,

That a qualified doctor has indicated will accommodate the limiting factors of the sickness or injury for which you are claiming benefits under the policy and will enable you to perform the material and substantial duties of an occupation from which you must be considered disabled in order to receive disability benefits;]

- [If you are considered to reside outside the United States or Canada. You will be considered to reside outside of these countries if you have been outside the United States or Canada for a total period of 6 months or more during any 12 consecutive months of disability benefits.]

Disability With ADL

EE-4L-17.3 2 of 2 Rev 10/05

#### SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

##### **WHAT HAPPENS IF YOU HAVE A TEMPORARY RECOVERY BUT YOU BECOME DISABLED AGAIN DUE TO THE SAME INJURY OR SICKNESS AS A PRIOR DISABILITY?**

If you return to work and are no longer disabled, and the same sickness or injury causes your disability to occur again within [six] months of the date the prior disability ended, we will resume our monthly payments to you if you were continuously insured under the plan for the period of your temporary recovery. You will not need to complete a new elimination period for this disability.

Your current period of disability will be subject to the same terms of the plan that applied to your prior period of disability.

If you become entitled to payments under any other group long term disability plan (including a plan with the employer that became effective after your disability began), you will not be eligible for payments under this plan.

A disability due to other causes will be treated as a new disability and will be subject to all of the provisions of this plan.

EE-4L-18 Rev 10/05

## SUMMARY OF THE CLAIM INFORMATION SECTION 5

What will you find in this section?

- Notifying us of a claim;
- Giving us proof of claim;
- Filing a claim;
- Information needed in the proof of claim;
- When payments to you begin;
- Who we make payments to.

EE-5-Summary

## SECTION 5: CLAIM INFORMATION

### WHEN DO YOU NOTIFY US OF A CLAIM?

You need to notify us in writing of your claim within 30 days prior to the end of the elimination period. If you are not able to notify us within this time, then you need to notify us as soon as reasonably possible. Notice includes a notice you give, or which is given on your behalf, to us at our home office, or to an authorized agent of ours.

### WHEN DO YOU NEED TO GIVE US PROOF OF YOUR CLAIM?

Early proof of claim will allow us to make a timely claim decision. You need to send to our home office written proof [(or telephonic or electronic proof, if we have agreed to accept such forms)] of your claim within the first 90 days after the elimination period ends. If you are unable to give us proof of your claim within this time, then you must give us proof of your claim within the next 12 months. If you do not have the legal capacity to make responsible decisions concerning yourself, then you may give us proof of your claim after this period.

You must notify us immediately when you return to work in any capacity.

### HOW DO YOU FILE A CLAIM?

You can get a claim form from the employer, or you may ask us for a form. If you ask us for a claim form, but you do not receive the form from us within 15 days after asking for it, then you should send written proof [(or telephonic or electronic proof, if we have agreed to accept such forms)] of your claim to us without waiting for the form.

You and the employer must fill out your claim form. Once you and the employer have completed the claim form, give the claim form to the doctor providing you regular care for your sickness or injury causing disability. The doctor must fill out the physician section of the form. Send the completed form to us [or, if we have agreed to accept proof of your claim in a telephonic or electronic format, you may start the process by contacting us at [1-800-XXX-XXXX] within the stated time frames].

### WHAT AUTHORITY DO WE HAVE IN DETERMINING YOUR ELIGIBILITY FOR BENEFITS?

We have the discretionary authority to determine your eligibility for benefits and to construe the terms of the policy to make a benefits determination.

EE-5-1 Rev 10/05

## SECTION 5: CLAIM INFORMATION

### WHEN DO YOU NOTIFY US OF A CLAIM?

You need to notify us in writing of your claim within 30 days after the date your disability begins. If you are not able to notify us within this time, then you need to notify us as soon as reasonably possible. Notice includes a notice you give, or which is given on your behalf, to us at our home office, or to an authorized agent of ours.

### WHEN DO YOU NEED TO GIVE US PROOF OF YOUR CLAIM?

Early proof of claim will allow us to make a timely claim decision. You need to send to our home office written proof (or telephonic or electronic proof, if we have agreed to accept such forms) of your claim within the first 90 days after the elimination period ends. If you are unable to give us proof of your claim within this time, then you must give us proof of your claim within the next 12 months. If you do not have the legal capacity to make responsible decisions concerning yourself, then you may give us proof of your claim after this period.

You must notify us immediately when you return to work in any capacity.

### HOW DO YOU FILE A CLAIM?

You can get a claim form from the employer, or you may ask us for a form. If you ask us for a claim form, but you do not receive the form from us within 15 days after asking for it, then you should send written proof (or telephonic or electronic proof, if we have agreed to accept such forms) of your claim to us without waiting for the form.

You and the employer must fill out your claim form. Once you and the employer have completed the claim form, give the claim form to the doctor providing you regular care for your sickness or injury causing disability. The doctor must fill out the physician section of the form. Send the completed form to us or, if we have agreed to accept proof of your claim in a telephonic or electronic format, you may start the process by contacting us at [1-800-XXX-XXXX] within the stated time frames.

### WHAT AUTHORITY DO WE HAVE IN DETERMINING YOUR ELIGIBILITY FOR BENEFITS?

We have the discretionary authority to determine your eligibility for benefits and to construe the terms of the policy to make a benefits determination.

EE-5S-1 Rev 10/05

**SECTION 5: CLAIM INFORMATION**  
(Continued)

**WHAT INFORMATION DO YOU NEED TO INCLUDE IN YOUR PROOF OF CLAIM?**

Your proof of claim must include:

- That you are under the regular care of a doctor;
- The date your disability began;
- The cause of your disability as determined by objective medical tests and examinations acceptable to the medical community;
- The extent of your disability, including restrictions and limitations which prevent you from performing your regular occupation;
- The name and address of all hospital(s) or institution(s) where you received treatment, including all doctors who provided regular care;
- Appropriate documentation of your earnings.

We may request that you send proof of continuing disability indicating that you are under the regular care of a doctor. We must receive this proof within 30 days of the date we ask for it. In some cases, we will require you to give us authorization to obtain additional medical and non-medical information as part of your proof of claim. We may temporarily suspend our payments to you if you do not cooperate, or do not submit the appropriate information.

**WHEN WILL YOU BEGIN TO RECEIVE PAYMENTS?**

Once we approve your claim, you will begin to receive payments after you complete the elimination period. We will send you a payment for any period for which we are liable. If the policy or a plan is canceled, the cancellation will not affect a payable claim.

**WHO DO WE MAKE PAYMENTS TO?**

We will make all payments to you.

**WHAT HAPPENS IF WE OVERPAY YOUR CLAIM?**

We have the right to recover overpayments due to:

- Fraud;
- An error we make in processing your claim;
- Your receipt of other income amounts.

If we determine that we overpaid your claim, then we require you repay us in full. We will determine the method by which you will repay us. We reserve the right to apply our future payments to you toward overpayments. We have the right to recover overpayments from your eligible survivors or estate. We will not recover more money from you than the amount we paid to you.

EE-5-2

## **SUMMARY OF THE ADDITIONS TO YOUR LTD PLAN SECTION 6**

What will you find in this section?

Other services and additional benefits are explained in this section and may be applicable to your plan.

EE-6-Summary

## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### WORKPLACE MODIFICATION BENEFIT

If you are disabled and are receiving a payment from us, an additional workplace modification benefit may be payable to the employer for your benefit. We will reimburse the employer for up to 100% of reasonable costs the employer incurs through modifications to the workplace to accommodate your return to work, and to assist you in remaining at work.

- The amount we pay will not exceed a maximum of [\$2,000] for any one employee;

To qualify for this reimbursement, you must have:

- A disability preventing you from performing some or all of the material and substantial duties of your regular occupation;
- The physical and mental abilities needed to perform some or all of the material and substantial duties of your regular or a gainful occupation, but only with the assistance of the proposed workplace modification; and
- The reasonable expectation of returning to active employment and remaining in active employment with the assistance of the proposed workplace modification.

The employer must give us a written proposal on the proposed workplace modification. This proposal must include:

- Input from the employer, you and your doctor;
- The purpose of the proposed workplace modification;
- The expected completion date of the workplace modification;
- The cost of the workplace modification.

Any proposal is subject to our approval and the approval of the Employer and you prior to any reimbursement being paid. We will reimburse the costs of the workplace modification when we:

- Approve the proposal in writing
- Receive proof from the employer that the workplace modification is complete
- Receive proof of the costs incurred by the employer for the workplace modification.

At our option, we may pay this amount directly to you, as long as we are given proof that the amount we pay will be used to assist the employer in making reasonable workplace modifications for you.

EE-6-1 Rev 10/05

## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### VOCATIONAL REHABILITATION

If you are disabled and receiving a payment from us, you may be required to participate in vocational rehabilitation services. These services may include vocational testing and training, job modifications, job placement, or other services we find reasonably needed to assist you in returning to active employment either full-time or part-time.

We will determine the extent to which these services may be provided. We will pay for these services with the service provider(s), unless we agree to other arrangements.

Our decision to offer these services will be based on:

- Your education, training and experience;
- Your transferable skills;
- Your physical and mental abilities;
- Your motivation to return to active employment;
- The labor force demand for workers in the proposed occupation in your demographic area;
- Our expected liability for your long term disability claim.

To qualify for these services, you must:

- Have a disability which prevents you from performing some or all of the material and substantial duties of your regular occupation;
- Lack the skills, training, or experience you would need to perform another gainful occupation;
- Possess the physical and mental abilities you need to complete a rehabilitation program;
- Be reasonably expected to return to active employment with the assistance of these services.

A vocational rehabilitation program proposal may be made by either us, your doctor or yourself. We will prepare a written program with the input of you, your doctor, your current employer and/or your prospective employer. Once your doctor and we approve a program, you will be provided services according to the written program.

EE-6-2 1 of 2 Rev 10/05

## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### VOCATIONAL REHABILITATION (Continued)

The written program will describe:

- The goals of the program;
- What our responsibilities are;
- What your responsibilities are;
- What responsibilities are of any third party(ies) associated with this program;
- The expected dates of the services;
- The expected costs of the services;
- The expected duration of the program.

We reserve the right to make the final decision concerning your eligibility to take part in this program, and the amount of any services you will be provided.

If your doctor approves the rehabilitation program we have designed for you, and you do not complete your responsibilities under the program, then we may discontinue our payments to you under this plan unless there is good cause.

**Good cause means documented physical or mental impairments, which leave you unable to take part in or complete the agreed upon program. It can also mean that you are involved in:**

- **Medical treatment which prevents or interferes with your taking part in or completing the program;**
- **Some other vocational rehabilitation program which conflicts with your taking part in or completing the program we developed, and is reasonably expected to return you to active employment.**

## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### SOCIAL SECURITY ASSISTANCE

#### **HOW CAN WE ASSIST YOU WITH OBTAINING SOCIAL SECURITY DISABILITY BENEFITS?**

If you are receiving a payment from us, we can provide advice to you regarding your claim and assist you with your application for Social Security disability benefits or an appeal.

If you receive Social Security benefits this may enable you to receive Medicare after 24 months of disability payments, protect your retirement benefits, and your family may be eligible for Social Security benefits.

We can assist you in obtaining Social Security disability benefits by:

- Helping you find appropriate legal representation or other assistance; and
- Obtaining medical and vocational evidence; and
- Reimbursing pre-approved case management expenses.

## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### LUMP SUM SURVIVOR BENEFIT

#### WHAT BENEFITS MAY BE PAYABLE TO YOUR SURVIVOR IF YOU DIE?

If we receive proof of your death:

- After you have been disabled for at least 180 consecutive days; and
- While you were receiving a monthly payment from us;

We will pay a one-time lump sum benefit to your eligible survivor. This benefit will be equal to [3-6] times your last [gross][net] monthly benefit payment. We will first apply this benefit to any overpayment which may exist on your claim.

**[Gross monthly benefit means the benefit amount before any reductions for other income benefits and earnings.]**

**[Net monthly benefit means the benefit amount after any reductions for other income benefits and earnings.]**

#### WHO ARE YOUR ELIGIBLE SURVIVORS?

Your spouse, if living, otherwise your children who are under age 25. If you do not have any eligible survivors, payment will be made to your estate. If there is no estate, then no payment will be made.

Payments becoming due to your children will be made to:

- The children; or
- A person we name to receive payments on behalf of your children.

This payment will be valid and effective against all claims by others representing or claiming to represent your children.

[3-6] Month

EE-6-4 Rev 10/05

## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### 401(k) CONTRIBUTION

#### **WILL WE PAY AN ADDITIONAL BENEFIT FOR YOUR 401(k) CONTRIBUTIONS?**

If you are [permanently and totally] disabled and qualify for a monthly payment from us and have participated in the employer's 401(k) plan for at least [3] months before you became [permanently and totally] disabled, then you may be eligible to receive an additional benefit.

This additional benefit will equal the amount that you were contributing toward the 401(k) plan as of the date of your disability, but will not be more than [15] % of your pre-disability earnings[, and will not exceed [\$2,000] per month].

We will pay this additional benefit directly to the employer on your behalf. The employer may then deposit the benefit into the 401(k) plan on your behalf if the employer makes the determination that this benefit may be lawfully accepted as a contribution under the 401(k) plan.

We do not act as plan administrator or trustee for the 401(k) plan, and therefore we cannot make the determination as to whether the 401(k) plan can lawfully accept contributions paid on your behalf under this benefit.

If the employer determines that this benefit cannot lawfully be accepted as a contribution under 401(k) plan, we will, upon written request from the employer, make this benefit payable to you. Such payments may constitute taxable income to you.

We will stop paying this benefit on the earlier of:

- The date you are no longer [permanently and totally] disabled;
- The date you are able to engage in any substantial gainful activity;
- The date you stop participating in the employer's 401(k) plan;
- The date you stop receiving Long Term Disability payments from us under this plan.

**[For purposes of this benefit, permanently and totally disabled means you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than [12] months. ]**

**[Substantial gainful activity, for purposes of this benefit, is used to describe a level of work activity and earnings. Work is "substantial" if it involves doing significant physical or mental activities, or a combination of both, and is not limited to full-time work. "Gainful activity" means work performed for pay or profit, whether or not a profit is realized.]**

EE-6-6 Rev 10/09

## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### EMPLOYER PENSION PLAN CONTRIBUTION BENEFIT

#### **WILL WE PAY AN ADDITIONAL BENEFIT FOR YOUR PENSION PLAN CONTRIBUTIONS?**

If you are [permanently and totally] disabled and qualify for a monthly payment from us and have participated in the employer's pension plan for at least [3] months before you became [permanently and totally] disabled, then you may be eligible to receive an additional benefit.

This additional benefit will equal the amount that was being contributed on your behalf toward the employer's pension plan as of the date of your disability, but will not be more than [15] % of your pre-disability earnings[, and will not exceed [\$2,000] per month].

We will pay this additional benefit directly to the employer on your behalf. The employer may then deposit the benefit into the employer's pension plan if the employer makes the determination that this benefit may be lawfully accepted as a contribution under the pension plan.

We do not act as plan administrator or trustee for the employer-sponsored pension plan, and therefore we cannot make the determination as to whether the pension plan can lawfully accept contributions paid on your behalf under this benefit.

If the employer determines that this benefit cannot lawfully be accepted as a contribution under the pension plan, we will, upon written request from the employer, make this benefit payable to you. Such payments may constitute taxable income to you.

We will stop paying this benefit on the earlier of:

- The date you are no longer [permanently and totally] disabled;
- The date you are able to engage in any substantial gainful activity;
- The date you stop participating in the employer's pension plan;
- The date you stop receiving Long Term Disability payments from us under this plan.

**[For purposes of this benefit, permanently and totally disabled means you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than [12] months. ]**

**[Substantial gainful activity, for purposes of this benefit, is used to describe a level of work activity and earnings. Work is "substantial" if it involves doing significant physical or mental activities, or a combination of both, and is not limited to full-time work. "Gainful activity" means work performed for pay or profit, whether or not a profit is realized.]**

EE-6-7 Rev 08/08

## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### ESCALATION BENEFIT

#### WHILE DISABLED, WILL MY MONTHLY PAYMENTS INCREASE?

If you

- Meet the LTD elimination period;
- Are disabled and not working, or are disabled and earning less than or equal to [20%] of your pre-disability earnings;
- Continue to be so disabled for 12 or more months; and
- Are receiving a monthly payment from us as of your anniversary of benefit payments, then we will increase our monthly payment to you for changes in prices, as measured by CPI;

The escalation increase percentage in our monthly payments to you will be [3]%, but will not be more than the annual percentage change in the index (CPI) for the prior calendar year.

**CPI means the Urban Wage Earners' and Clerical Workers (CPI-W), U.S. city average, all items and major groups.**

If you continue to be disabled and are not working or are working but earning less than or equal to [20%] of your pre-disability earnings, and you are receiving monthly payments from us under this plan, then you will be eligible for additional increases in your payments on each following anniversary of benefit payments.

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## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### ESCALATION BENEFIT (Continued)

To figure the amount of the monthly payment you receive from us once it has been increased:

- Multiply your net monthly payment by the escalation increase percentage;
- Then add this amount to your net monthly payment.

**Net monthly payment means our monthly payment to you under the LTD plan prior to receiving escalation increases. To figure increases in our monthly payments to you after the first escalation increase, we will include any escalation increase in the monthly payment from prior years.**

For example:

Your monthly payment is \$1,000.

The escalation increase percentage is 3%.

<u>Adjustment Number</u>	<u>Your monthly payment x (100% + escalation increase percentage) =</u>	<u>New monthly payment</u>
1	$\$1,000 \times (100\% + 3\%) =$	\$1,030
2	$\$1,030 \times (100\% + 3\%) =$	\$1,061
3	$\$1,061 \times (100\% + 3\%) =$	\$1,092

As a result of escalation increases, you may receive monthly payments from us that are more than the maximum monthly payment.

Escalation increases in our payments to you will cease on the earliest of the following dates:

- The date you are no longer disabled;
- The date you are earning more than [20%] of your pre-disability earnings;
- The date you die;
- The end of the ltd maximum payment duration;
- [The date our monthly payment to you has been increased five times.]

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## **SECTION 6: ADDITIONS TO YOUR LTD PLAN**

### **SPOUSAL DISABILITY**

#### **IS YOUR SPOUSE ELIGIBLE FOR DISABILITY COVERAGE UNDER THE LTD PLAN?**

Your spouse is eligible for coverage if:

- You are in active employment; and
- You and your spouse are legally married.

The coverage available is limited to the provisions in this spousal disability benefit.

#### **WHEN DOES YOUR SPOUSE'S COVERAGE BECOME EFFECTIVE?**

Your spouse's coverage is effective on the later of:

- The date your coverage is effective under the LTD plan; or
- The date you and your spouse are legally married.

We will delay the effective date of your spouse's coverage if your spouse has the loss of one or more activities of daily living (ADLs), is cognitively impaired, or has a terminal illness. Coverage will begin on the date your spouse no longer has the loss of one or more activities of daily living or is no longer cognitively impaired.

In the event that you do not enroll for coverage under the LTD plan when you are first eligible or within the 31 days following the date you are first eligible, then your spouse is not eligible for this disability coverage.

## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### SPOUSAL DISABILITY (Continued)

#### Activities of daily living (ADL) means:

- **Bathing** - the ability to wash oneself in either a tub or shower, or by sponge bath; including the tasks of getting into and out of the tub or shower with or without the assistance of equipment;
- **Dressing** - the ability to put on, take off, and secure all necessary and appropriate items of clothing and any necessary braces or artificial limbs;
- **Toileting** - the ability to get to and from the toilet, get on and off the toilet, and perform associated personal hygiene with or without the assistance of equipment;
- **Transferring** - the ability to move in and out of a bed, chair or wheelchair with or without the assistance of equipment;
- **Mobility** - the ability to walk or wheel on a level surface from one room to another with or without the assistance of equipment;
- **Eating** - the ability to get nourishment into the body by any means once it has been prepared and made available to one with or without the assistance of equipment.

**Cognitive impairment** means you have a deterioration or loss in intellectual capacity, resulting from injury, sickness, Alzheimer's disease or similar forms of irreversible dementia and you need another person's active help or verbal guidance for your own protection or for the protection of others. The deterioration or loss will be based on clinical evidence and/or clinical tests, according to generally accepted medical standards, that reliably measure your impairment.

**Terminal illness** means a diagnosed illness that, according to generally accepted medical standards, is expected to result in death within six months.

## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### SPOUSAL DISABILITY (Continued)

#### WHAT DOES DISABILITY MEAN?

**Disability means that due to sickness or injury:**

- **Your spouse is continuously not able to perform two or more activities of daily living (ADL), without stand-by help; or**
- **Your spouse has a cognitive impairment; or**
- **Your spouse has a terminal illness.**

**Stand-by help means your spouse must have hands-on (active) help from another person with all or most of the activity.**

#### DOES YOUR SPOUSE NEED TO BE UNDER THE CARE OF A DOCTOR?

We require your spouse to be under the regular care of a doctor for the sickness or injury causing his/her disability in order to be eligible to receive payments from us.

**Regular care means:**

- **Your spouse personally visits a doctor as often as is medically required to effectively manage and treat the disabling condition(s), according to generally accepted medical standards; and**
- **Your spouse is receiving appropriate treatment and care, according to generally accepted medical standards. Treatment and care for the sickness or injury causing the disability must be given by a doctor whose specialty or experience is appropriate.**

## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### SPOUSAL DISABILITY (Continued)

**Doctor means a person regularly performing tasks that are within the limits of the person's medical license, and:**

- **Who is licensed to practice medicine and prescribe and administer drugs or to perform surgery;**
- **With a doctoral degree in psychology (PhD. Or psy.d.), and whose primary practice is treating patients; or**
- **Who is a legally qualified medical practitioner according to the laws and regulations of the jurisdiction in which regular care is being given.**

We will not recognize you, your spouse, children, parents, or siblings as a doctor for a claim your spouse submits.

#### **CAN WE REQUIRE YOUR SPOUSE TO BE EXAMINED OR INTERVIEWED BY INDIVIDUALS OTHER THAN THE DOCTOR PROVIDING REGULAR CARE?**

We may require your spouse to be examined by doctor(s), other medical practitioner(s) or vocational expert(s) of our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so. In addition, we may require an interview with your spouse by an authorized representative of ours.

## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### SPOUSAL DISABILITY (Continued)

#### **DOES YOUR SPOUSE'S DISABILITY NEED TO CONTINUE FOR A PERIOD OF TIME BEFORE PAYMENTS BEGIN?**

Your spouse's disability must continue through an elimination period of 90 days before we begin making payments. The elimination period begins on the first day that your spouse meets the benefit eligibility requirements.

#### **WHEN WILL WE NOT COVER YOUR SPOUSE'S DISABILITY?**

We will not cover a disability if it is due to:

- War, declared or undeclared, or any act of war;
- An intentionally self-inflicted injury;
- Active participation in a riot;
- Your spouse's attempt to commit or commission of a felony under state or federal law;
- Mental illness, substance abuse or special conditions.

No benefits are payable to your spouse for any period of 30 or more consecutive days during which your spouse is:

- Outside of the United States or its territories;
- Incarcerated in a penal or correctional facility.

#### **WHAT IS THE AMOUNT OF YOUR SPOUSE'S MONTHLY PAYMENT?**

Your spouse may receive a monthly payment of [\$ 2,000]. Payments under this coverage are payable only once during your spouse's lifetime.

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## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### SPOUSAL DISABILITY (Continued)

#### WHEN WILL OUR PAYMENTS TO YOUR SPOUSE STOP?

Payments will end on the earliest of the following dates:

- The date your spouse is no longer disabled;
- The date your spouse has received 24 months of payments;
- The date your spouse dies.

#### WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?

We will cover your spouse's disability if it is caused by, contributed to by or results from a pre-existing condition, and your spouse's disability begins:

- After your spouse has gone at least 6 consecutive months after your spouse's effective date of coverage without treatment for the pre-existing condition; or
- After your spouse has been insured for 12 consecutive months after your spouse's effective date of coverage.

If your spouse does not meet these time period requirements, your spouse's disability is excluded from coverage under this plan.

#### Pre-existing condition is a sickness or injury:

- For which your spouse received treatment; or
- Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;

Within the [three] months prior to your spouse's effective date of coverage.

#### Treatment includes:

- Consulting with a doctor;
- Receiving care or services from a doctor or from other medical professionals a doctor recommends your spouse see;
- Taking prescribed medicines;
- Being prescribed medicines;
- Your spouse should have been taking prescribed medicines but chose not to;
- Receiving diagnostic measures.

## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### SPOUSAL DISABILITY (Continued)

#### WHEN WILL OUR PAYMENTS TO YOUR SPOUSE STOP?

Payments will end on the earliest of the following dates:

- The date your spouse is no longer disabled;
- The date your spouse has received 24 months of payments;
- The date your spouse dies.

#### WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?

We will cover your spouse's disability if it is caused by, contributed to by or results from a pre-existing condition, and your spouse's disability begins after your spouse has been insured for 12 consecutive months after your spouse's effective date of coverage.

If your spouse does not meet this time period requirement, your spouse's disability is excluded from coverage under this plan.

#### Pre-existing condition is a sickness or injury:

- For which your spouse received treatment; or
- Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;

Within the [three] months prior to your spouse's effective date of coverage.

#### Treatment includes:

- Consulting with a doctor;
- Receiving care or services from a doctor or from other medical professionals a doctor recommends your spouse see;
- Taking prescribed medicines;
- Being prescribed medicines;
- Your spouse should have been taking prescribed medicines but chose not to; or
- Receiving diagnostic measures.

## **SECTION 6: ADDITIONS TO YOUR LTD PLAN**

### **SPOUSAL DISABILITY (Continued)**

#### **WHEN DOES YOUR SPOUSE NOTIFY US OF A CLAIM?**

Your spouse needs to notify us in writing of his/her claim within 30 days prior to the end of the elimination period. If your spouse is not able to notify us within this time, then your spouse needs to notify us as soon as reasonably possible. Notice includes a notice your spouse gives, or which is given on your spouse's behalf, to us at our home office, or to an authorized agent of ours.

#### **WHEN DOES YOUR SPOUSE NEED TO GIVE US PROOF OF CLAIM?**

Early proof of claim will allow us to make a timely claim decision. Your spouse needs to send to our home office written proof of claim within the first 90 days after the elimination period ends. If your spouse is unable to give us proof of claim within this time, then your spouse must give us proof of claim within the next 12 months. If your spouse does not have the legal capacity to make responsible decisions concerning himself/herself, then your spouse may give us proof of claim after this period.

#### **HOW DOES YOUR SPOUSE FILE A CLAIM?**

Your spouse can get a claim form through you from your employer, or may ask us for a form. If your spouse asks us for a claim form, but does not receive the form from us within 15 days after asking for it, then your spouse should send written proof of claim to us without waiting for the form.

Once your spouse has completed the claim form, give the claim form to the doctor providing regular care to your spouse for the sickness or injury causing disability. The doctor must fill out the physician section of the form. Send the completed form to us.

#### **WHAT AUTHORITY DO WE HAVE IN DETERMINING YOUR SPOUSE'S ELIGIBILITY FOR BENEFITS?**

We have the discretionary authority to determine your spouse's eligibility for benefits and to construe the terms of the policy to make a benefits determination.

## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### SPOUSAL DISABILITY (Continued)

#### **WHAT INFORMATION DOES YOUR SPOUSE NEED TO INCLUDE IN HIS/HER PROOF OF CLAIM?**

Your spouse's proof of claim must include:

- That he/she is under the regular care of a doctor;
- The date your spouse's disability began;
- The cause of your spouse's disability as determined by objective medical tests and examinations acceptable to the medical community;
- The extent of your spouse's disability;
- The name and address of all hospital(s) or institution(s) where your spouse received treatment, and includes all doctors who provided regular care.

We may request that your spouse send proof of continuing disability indicating that he/she is under the regular care of a doctor. We must receive this proof within 30 days of the date we ask for it. In some cases, we will require your spouse give us authorization to obtain additional medical and non-medical information as part of the proof of claim. We may temporarily suspend our payments to your spouse if he/she does not cooperate, or does not submit the appropriate information.

#### **WHEN WILL YOUR SPOUSE'S COVERAGE END?**

Your spouse's coverage will end on the earliest of the following:

- The date your coverage under the LTD plan terminates;
- The date your spouse is no longer eligible for this coverage;
- The date the LTD plan terminates;
- The date spousal coverage under the LTD plan terminates;
- The last day for which premium for your spouse's coverage has been paid.

Your spouse cannot convert this coverage.

## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### [ADDITIONAL CATASTROPHIC DISABILITY COVERAGE]

#### WHO IS ELIGIBLE FOR THIS COVERAGE?

If you are insured under the group long term disability plan, you are eligible for the [Additional Catastrophic Disability Coverage] described in this section. All defined terms in the policy apply to this coverage in addition to policy provisions in this section.

#### WHEN WILL THIS COVERAGE BECOME EFFECTIVE?

You will become insured for [Additional Catastrophic Disability Coverage] on [the later of the your effective date under the LTD plan, or the effective date of this coverage].

However, the [Additional Catastrophic Disability Coverage] will be delayed if on your effective date you cannot safely and completely perform 1 or more Activities of Daily Living without another person's assistance or verbal cueing or you have a deterioration or loss in intellectual capacity and need another person's assistance or verbal cueing for your protection or for the protection of others. Coverage will begin on the date you can safely and completely perform all of the Activities of Daily Living without another person's assistance or verbal cueing or no longer have a deterioration or loss in intellectual capacity and do not need another person's assistance or verbal cueing for your protection or the protection of others.

#### WHO PAYS FOR THE COST OF THIS COVERAGE?

[Your employer pays the cost of your coverage.]

#### WHEN WILL YOU BE ELIGIBLE TO RECEIVE A BENEFIT?

We will pay a monthly benefit to you when we receive proof that you are disabled and are receiving a monthly payment under the LTD plan. The benefit will begin at the end of an elimination period shown in the LTD plan. If your disability under this provision begins and you have not satisfied the elimination period for LTD benefits, then you will need to complete a new elimination period to begin benefits for catastrophic disability.

Disability means that due to a sickness or injury:

- You lose the ability to safely and completely perform two Activities of Daily Living without another person's assistance or verbal cueing; or
- You have a deterioration or loss in intellectual capacity and need another person's assistance or verbal cueing for your protection or for the protection of others.

## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### [ADDITIONAL CATASTROPHIC DISABILITY COVERAGE (Continued)]

#### Activities of daily living (ADL) means:

- **Bathing** - the ability to wash oneself in either a tub or shower, or by sponge bath; including the tasks of getting into and out of the tub or shower with or without the assistance of equipment;
- **Dressing** - the ability to put on, take off, and secure all necessary and appropriate items of clothing and any necessary braces or artificial limbs;
- **Toileting** - the ability to get to and from the toilet, get on and off the toilet, and perform associated personal hygiene with or without the assistance of equipment;
- **Transferring** - the ability to move in and out of a bed, chair or wheelchair with or without the assistance of equipment;
- **Eating** - the ability to get nourishment into the body by any means once it has been prepared and made available to one with or without the assistance of equipment.

#### HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE?

The monthly payment is [20%] of monthly earnings to a maximum monthly payment of the lesser of the LTD maximum monthly payment or [\$5,000].

Benefit payments under the [Additional Catastrophic Disability Coverage] are not subject to any policy provisions which would otherwise increase or reduce the benefit amount such as Other Income Amounts.

#### WHEN WILL WE NOT COVER A DISABILITY?

[All of the policy provisions that exclude or limit coverage will apply to the [Additional Catastrophic Disability Coverage].

For this coverage, you will be considered to have a pre-existing condition if:

- You received treatment within the three months prior to your effective date of this coverage; and
- Your disability begins in the first 12 months after your effective date of this coverage.]

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## SECTION 6: ADDITIONS TO YOUR LTD PLAN

[ADDITIONAL CATASTROPHIC DISABILITY COVERAGE (Continued)]

### [Treatment includes:

- Consulting with a doctor;
- Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;
- Taking or being prescribed medicines;
- You should have been taking prescribed medicines but chose not to; or
- Receiving diagnostic measures.]

### HOW DO YOU FILE A CLAIM?

The LTD claim information section applies to this coverage. We may ask you to be examined, at our expense, by a doctor or other medical practitioner of our choice. We may also require an interview with you.

### WHEN WILL BENEFIT PAYMENTS END?

Benefit payments under this [Additional Catastrophic Disability Coverage] will end on the earlier of the following dates:

- The date you are no longer disabled, as defined in this section;
- The date you become ineligible for monthly payments under the ltd plan;
- The end of the maximum payment duration in the ltd plan; or
- The date you die.

[No survivor benefits are payable under this coverage.]

### CAN I CONTINUE THIS COVERAGE IF I LEAVE THE LTD PLAN?

This [Additional Catastrophic Disability Coverage] cannot be continued if you leave the LTD plan.

### DOES WAIVER OF PREMIUM APPLY TO THIS COVERAGE?

[Premium for this coverage is not required while monthly benefits are payable under the LTD plan.]

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## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### EDUCATION BENEFIT

If you are disabled and:

1. Are receiving an LTD benefit under the policy; and
2. Have a child who is an eligible student;

Then you may be eligible to receive a monthly Education Benefit.

The amount of the Education Benefit will be [\$100] per month for each child who is an eligible student, subject to an overall monthly maximum of [\$300] for all eligible students. Education Benefits are payable in addition to your LTD benefit for disability.

Education Benefits will not be payable between terms.

Education Benefits will stop at the earliest of:

1. The date your LTD benefit terminates;
2. The date you have no children who are eligible students; or
3. The date on which you have received Education Benefit payments for a total of 48 months, with respect to all eligible students.

**Eligible student means your unmarried child under the age of [24] who is financially dependent on you and attending an accredited post-secondary school on a full-time basis.**

EE-6-12 Rev 10/05

## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### EXTENDED CARE BENEFIT

If you are receiving LTD benefits and you are confined in an extended care facility, we will pay an extended care benefit when we receive satisfactory proof that a disability causes you to become confined in an extended care facility within [2] years from the date such disability began. Extended Care Benefits are payable in addition to your LTD benefit for disability.

In order for this monthly Extended Care Benefit to be paid, you must:

1. Be covered under the policy on the date you become disabled; and
2. Provide satisfactory proof, upon our request, of your continued confinement in the extended care facility.

The amount of the monthly Extended Care Benefit will be the lesser of:

1. [\$500]; or
2. The extended care facility's reasonable monthly charges not otherwise reimbursed under Medicare, Medicaid or any plan of extended care benefits.

This Extended Care Benefit will cease on the earliest of:

1. The date you leave the extended care facility;
2. The date LTD benefits terminate for your disability under the policy;
3. The date 24 months of Extended Care Benefit payments have been made.

For periods of confinement or care of less than one month duration, benefits will be paid on a pro-rated basis.

#### **Extended care facility means an institution:**

- 1. Licensed by the governing jurisdiction where it is located;**
- 2. In which residents receive skilled nursing care;**
- 3. For which at least one licensed physician is on call 24 hours a day;**
- 4. Which provides medical and therapeutic services for the treatment and management of chronic illness; and**
- 5. Which is not mainly a facility for hospice care, rest, custodial care, subacute rehabilitative care as defined by Medicare, psychiatric care, or for drug or alcohol treatment.**

EE-6-13 Rev 10/05

## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### DEPENDENT CARE BENEFIT

If you are Disabled and:

1. Are receiving an LTD benefit under the policy;
2. Are participating in a rehabilitation plan approved by us;
3. Have a dependent who requires dependent care; and
4. Dependent care for your dependent is provided by someone other than a relative;

Then you may be eligible to receive a monthly Dependent Care Benefit.

The amount of the Dependent Care Benefit will be actual Dependent Care Expenses incurred each month, subject to a maximum of [\$300].

Dependent Care Benefits are payable in addition to your LTD Benefit.

Dependent Care Benefits will stop at the earliest of:

1. The date your LTD benefit terminates;
2. The date you no longer have an eligible dependent;
3. The date you are no longer participating in an rehabilitation plan approved by us;
4. The date you are no longer incurring dependent care expenses for your dependent; or
5. The date on which you have received Dependent Care Benefit payments for [12] months.

**Dependent means a family member who is financially dependent on you and physically or mentally incapable of caring for him or herself. A child under 13 is presumed to be physically or mentally incapable of caring for him or herself.**

**Family member means your child, parent, grandparent, grandchild, sister, or brother related to you by blood, adoption, or marriage.**

**Relative means a spouse, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.**

**Dependent care means active, hands-on help and assistance that is required from another person to perform functions which are essential to your dependent's safety and well-being.**

**Dependent care expenses means the expenses you pay for your dependents for dependent care.**

EE-6-14 Rev 10/05

## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### PERSONAL CARE ASSISTANCE BENEFIT

A monthly Personal Care Assistance Benefit may be payable to you after the end of the maximum payment duration.

You will qualify for Personal Care Assistance Benefits if you meet each of the following requirements:

1. You received LTD benefits throughout the maximum payment duration;
2. You are continuously disabled on and after the last day of the maximum payment duration; and
3. We determine that you have a sickness or injury for which personal care assistance is required.

It is not necessary for you to actually receive personal care assistance to qualify for Personal Care Assistance Benefits.

If you qualify for a Personal Care Assistance Benefit, the amount of the monthly Personal Care Assistance Benefit we pay will be equal to the amount of your net monthly payment, up to a maximum of [\$3000] per month.

Personal Care Assistance Benefits end on the earliest of the following dates:

1. The date you cease to be considered continuously in need of personal care assistance;
2. The date on which you have received Personal Care Assistance Benefit payments for [60] months.

The provisions of your Coverage under the Group Policy that apply to the payment of LTD benefits apply also to the payment of Personal Care Assistance Benefits.

**Personal Care Assistance - You will be considered in need of personal care assistance if:**

- 1. You have a cognitive impairment; or**
- 2. You have a terminal illness; or**
- 3. You require active, hands-on help from another person to perform two or more activities of daily living; and**
- 4. You are unable to engage in any substantial gainful activity for which you maybe qualified by education, training, or experience.**

EE-6-15 1 of 2 Rev 10/05

## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### PERSONAL CARE ASSISTANCE BENEFIT (Continued)

#### Activities of daily living (ADL) means:

- **Bathing** - the ability to wash oneself in either a tub or shower, or by sponge bath; including the tasks of getting into and out of the tub or shower with or without the assistance of equipment;
- **Dressing** - the ability to put on, take off, and secure all necessary and appropriate items of clothing and any necessary braces or artificial limbs;
- **Toileting** - the ability to get to and from the toilet, get on and off the toilet, and perform associated personal hygiene with or without the assistance of equipment;
- **Transferring** - the ability to move in and out of a bed, chair or wheelchair with or without the assistance of equipment;
- **Mobility** - the ability to walk or wheel on a level surface from one room to another with or without the assistance of equipment;
- **Eating** - the ability to get nourishment into the body by any means once it has been prepared and made available to one with or without the assistance of equipment.

**Cognitive impairment** means you have a deterioration or loss in intellectual capacity, resulting from injury, sickness, Alzheimer's disease or similar forms of irreversible dementia and you need another person's active help or verbal guidance for your own protection or for the protection of others. The deterioration or loss will be based on clinical evidence and/or clinical tests, according to generally accepted medical standards, that reliably measure your impairment.

**Terminal illness** means a diagnosed illness that, according to generally accepted medical standards, is expected to result in death within six months.

## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### EMPLOYEE ASSISTANCE PROGRAM BENEFIT

We will provide you and your dependents access to an Employee Assistance Program (EAP) designed to assist you with problems of daily living.

You can call and request assistance for virtually any personal or professional issue, from helping find a day care or transportation for an elderly parent, to researching possible colleges for a child, to helping to deal with the stress of the workplace. [Services include up to three face-to-face counseling sessions per person per year. ] This Employee Assistance Program is available for everyday issues as well as crisis support.

This Employee Assistance Program can be accessed by a toll-free number available 24 hours a day, 7 days a week or on-line through a website. More information about this program can be obtained through your employer.

EE-6-16 Rev 10/05

## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### CONVERSION PRIVILEGE

You may convert your group Long Term Disability coverage to a personal plan of long term disability insurance coverage if your Long Term Disability coverage under the group policy terminates for any of the following reasons:

1. You resign;
2. You are terminated for cause;
3. You are laid-off; or
4. You go on a leave of absence.

You do not have to supply medical evidence of your insurability to convert your Long Term Disability coverage. You must have been covered for at least 12 consecutive months prior to your coverage terminating under the group policy. The 12 months can be a combination of coverage under the group policy or a prior plan of group long term disability coverage, whether insured or self-funded, sponsored by your employer.

You must apply for conversion of your group Long Term Disability coverage within 31 days after termination of coverage under the group policy. The benefits and amounts of insurance under the conversion coverage may differ from those under the group policy. We reserve the right to have your conversion coverage issued by another insurance company. Your long term disability conversion insurance coverage will become effective on the day after your Long Term Disability coverage ends under the group policy.

You may not convert your coverage under the group policy to coverage under a personal plan of long term disability insurance if your coverage terminates for any of the following reasons:

1. Termination of the group policy;
2. The group policy is amended to exclude from coverage the class of employees to which you belong;
3. You no longer belong to a class eligible for coverage under the group policy;
4. You retire;
5. You fail to pay any contributions required for your coverage; or
6. You are disabled under the terms of the group policy.

If you become covered for long term disability benefits under another group plan within 31 days after termination of your coverage under the group policy, you may not convert your coverage under the group policy to coverage under a personal plan of long term disability insurance.

EE-6-17 Rev 10/05

## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### BUSINESS OVERHEAD EXPENSE BENEFIT

You may be eligible for this benefit if you are eligible to receive an LTD benefit and are [an Owner/Sole Proprietor/Partner/Shareholder] of the policyholder's business and are responsible for payment of all or a portion of business overhead expenses. You must submit an application for this benefit, and the policyholder must pay the required premiums. Your coverage under this provision will be effective when we approve your application.

If you become totally disabled as defined below and the policyholder's business continues to pay the portion of Business Overhead Expenses that you were liable for as the [Owner/Sole Proprietor/Partner/Shareholder] of the policyholder's business, we will pay the policyholder a Business Overhead Expense Benefit while you remain totally disabled. Benefits will begin after you satisfy the Elimination Period and will be paid for a maximum of [24] months.

### WHAT DOES TOTALLY DISABLED MEAN?

**For purposes of this Business Expense Overhead benefit, totally disabled means our determination that your sickness or injury began while you are covered under the policy and prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation and a reasonable employment option offered to you by the employer and, as a result, the income you are able to earn is less than or equal to 20% of your pre-disability earnings.**

**Material and substantial duties are the duties that:**

- **Are normally required for the performance of the occupation; and**
- **Cannot be reasonably omitted or changed.**

**Regular occupation means the occupation, as it is performed nationally, that you are routinely performing when your disability begins. Your regular occupation does not mean the job you are performing for a specific employer or at a specific location.**

**Reasonable employment option means an employment position with the policyholder for which you are able to perform the material and substantial duties given your education, training and experience. If you have been working in a reasonable employment option for 6 months or more, the reasonable employment option will then be considered your regular occupation.**

**Sickness means an illness or disease. It also includes an injury, which occurs before you are insured. It does not include risk of sickness.**

**Injury means a bodily injury that occurs while you are insured and is the direct result of an accident and not related to any other cause. It does not include risk of injury.**

### Related Rules:

You will not be considered disabled from work in an occupation because of a reduction in your earnings resulting from a change in economic conditions or other factors that are not directly related to your sickness or injury. Examples of factors that we will not consider in determining whether you are disabled include, but are not limited to, recession, job obsolescence, job restructuring or elimination, pay cuts, and job sharing.

EE-6SG-18 (1)

## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### BUSINESS OVERHEAD EXPENSE BENEFIT (Continued)

You will not be considered disabled from work in an occupation solely because of:

1. A work schedule that is inconsistent with the normal work schedule of your regular occupation;
2. Your relationship with the policyholder or other employees of the policyholder; or
3. The physical relationship of the policyholder's workplace that is inconsistent with the normal physical environment of your regular occupation.

You will not be considered disabled from work in an occupation solely because of the loss, suspension, restriction, surrender, or failure to maintain a required state or federal license to engage in the occupation.

You will not be considered disabled from work in an occupation solely because of your inability to work more than 40 hours per week in the occupation, even if you were regularly required to work more than 40 hours per week prior to becoming disabled.

Your disability must begin while you are covered under the policy.

### BENEFITS

The Business Overhead Expense Benefit will be the lesser of:

1. [15%] of Your [Monthly] Earnings [averaged over the prior [12] months];
2. [\$2,500]; or
3. the actual amount of Business Overhead Expenses included in your application for this benefit and paid by you each month.

The benefit will be paid only to reimburse the policyholder for the portion of the following Business Overhead Expenses, specifically identified in your application for Business Overhead Expense coverage, for which you are responsible to make payment, and provided in the prior year's business tax return and the expenses and deduction amounts for such expenses:

1. Salaries of persons who are not owners, sole proprietors, partners, or shareholders of the business and of employees who are not your spouse, child, child's spouse, stepchild, stepchild's spouse, grandchild, grandchild's spouse, parent, stepparent, parent-in-law, or sibling ("immediate family");
2. Employment taxes for persons whose salaries are includable expenses;
3. Employee benefit costs for persons whose salaries are includable expenses;
4. Rental payments for property and equipment;
5. Interest on mortgaged business property;
6. Utilities;
7. Accounting and legal fees;
8. Business insurance expenses including premiums for property and/or liability coverage;
9. Interest on business debts;
10. Property taxes; and
11. General office supplies.

EE-6SG-18 (2)

## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### BUSINESS OVERHEAD EXPENSE BENEFIT (Continued)

The Business Overhead Expense Benefit will be paid monthly in accordance with the following rules and definitions:

1. You must be totally disabled throughout the elimination period, which, for purposes of the Business Overhead Expense Benefit, will be [30 - 90] days.
2. The Business Overhead Expense Benefit equals the portion of Business Overhead Expenses for which you are responsible to make payment each month, up to a maximum benefit of [\$2,000 - \$5,000] each month.
3. In calculating the Business Overhead Expense Benefit, each day of a period of total disability that is less than one month will be considered 1/30th of a full month.
4. For any business overhead expenses that are paid on other than a monthly basis, we will pro-rate the amount of such business overhead expenses over the period of time for which such business overhead expenses apply, to determine the amount of the expense that should be included in calculating each monthly Business Overhead Expense Benefit. Any such non-monthly business overhead expenses will be deemed to have been paid in the month to which they apply.
5. We will pay the Business Overhead Expense Benefit for up to [6 - 24] months while you remain totally disabled and remain liable for payment of Business Overhead Expenses.
6. We must receive satisfactory proof that these Business Overhead Expenses are usual and customary and that such expenses were regularly being paid prior to the date you became disabled.
7. We must receive satisfactory proof of payment of these Business Overhead Expenses before reimbursement will be made to the policyholder. Payment will be made each month to reimburse the policyholder for the prior month's Business Overhead Expenses.

### ADDITIONAL PROOF OF CLAIM REQUIREMENTS

Before any benefits are paid to the policyholder for Business Overhead Expenses, we need you to submit proof of claim information as required under the policy, and your annual earned income from personal services as reported to the IRS on your personal or business Federal Tax return, including, but not limited to:

1. W-2 Income from your business;
2. Your share of business net profits/losses after all business expenses;
3. Business ownership type (i.e. proprietorship; partnership; corporation; s-corporation, or other);
4. Percent of business ownership;
5. The business tax return for the year prior to your disability.

EE-6SG-18 (3)

## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### BUSINESS OVERHEAD EXPENSE BENEFIT (Continued)

#### EXCLUSIONS

Business Overhead Expense benefits are subject to all the Exclusions and Limitations included in the certificate. In addition, Business Overhead Expense Benefits will not be paid for the following:

1. Salary, fees, drawing accounts, profits, or other forms of remuneration and benefits payable to or for you, anyone hired to replace you, any other owners of the business, anyone employed by the policyholder who does the same type of work as you, or any member of your immediate family not regularly employed by the business, whether or not they were employed by the business prior to disability;
2. Depreciation and any other non-cash expenses;
3. Medical supplies and cost of goods sold or supplies used to generate revenue;
4. Commissions paid;
5. Income taxes on business profit;
6. Waived insurance premiums;
7. Principal payment on loans or credit card balances;
8. Auto lease payments or expenses;
9. Equipment, furniture, and fixtures purchased after the date of your disability;
10. Travel and entertainment;
11. Home office expense;
12. Mortgage payments applied to principal;
13. Cost of goods, wares, patient supplies, and merchandise of any nature;
14. Cost of the implements of your profession or occupation; or
15. If your total disability is caused by, contributed to by or results from a pre-existing condition and your total disability begins within 12 consecutive months after the effective date of your Business Overhead Expense coverage.

**For purposes of this Business Overhead Expense benefit, a pre-existing condition is a sickness or injury:**

- **For which you received treatment; or**
- **Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;**

**Within the three months prior to the effective date of your Business Overhead Expense coverage.**

**Treatment includes:**

- **Consulting with a doctor;**
- **Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;**
- **Taking prescribed medicines;**
- **Being prescribed medicines;**
- **You should have been taking prescribed medicines but chose not to; or**
- **Receiving diagnostic measures.**

EE-6SG-18 (4)

## SECTION 6: ADDITIONS TO YOUR LTD PLAN

### BUSINESS OVERHEAD EXPENSE BENEFIT (Continued)

#### COORDINATION OF BENEFITS

If you are eligible for benefits under any other policy that provides business overhead expense coverage, the amount of Business Overhead Expense Benefits for which you are eligible each month under this plan will be the lesser of the following amounts:

1. The maximum monthly Business Overhead Expense Benefit under this plan; or
2. The monthly Business Overhead Expense Benefit payable under this plan, less the total monthly benefit for any loss that is payable to you under such other policies.

#### SURVIVOR BENEFIT

If we receive proof of your death while you are eligible to receive Business Overhead Expense Benefits, we will pay a one-time lump sum benefit to the policyholder. The amount of this final lump sum Business Overhead Expense Benefit will be [1 – 3] times the last monthly Business Overhead Benefit we made prior to your death.

#### TERMINATION OF BUSINESS OVERHEAD EXPENSE BENEFITS

We will cease payment of Business Overhead Expense benefits on the earliest of the following dates:

- The dates stated in the “When Will Our Payments to You Stop?” section included in the certificate;
- The date you are no longer eligible for LTD benefits under this plan;
- The date you are no longer totally disabled, as defined in this Business Overhead Expense benefit;
- The date we have made [24] monthly Business Overhead Expense payments;
- The date you fail to provide satisfactory additional proof of claim, as described above;
- The date you are no longer an [owner/partner/sole proprietor/shareholder] of the policyholder’s business;
- The date you are no longer liable for payment of any business overhead expenses; or
- The date the policyholder’s business is sold, closes, or experiences a change in ownership of 50% or greater.

EE-6SG-18 (5)



# Nationwide Life Insurance Company

Home Office: One Nationwide Plaza, Columbus, Ohio 43216

(Hereafter called We, Us or Our in this Policy)

On Your Side®

AMENDMENT NO. [1]

This amendment forms a part of the Group Policy No. [100000] and the certificate of coverage.

Policyholder: [ABC COMPANY]

It is agreed that the following changes are hereby made to the above-referenced Group Policy and Certificate:

[Add

Delete]

[XYZ Company as a subsidiary of  
ABC Company ]

[None.]

**FILING NOTE: ONLY FILED AND APPROVED TEXT FROM THE CORRESPONDING POLICY OR CERTIFICATE WILL BE USED ON THIS AMENDMENT FORM.**

[The effective date of these changes is [ January 1, 2010 ], but will not be effective prior to an insured employee's effective date of coverage. These changes only apply to disabilities which start on or after this effective date. All other terms and provisions of the policy will apply other than as stated in this amendment. ]

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ .

Nationwide Life Insurance Company

Accepted by:

\_\_\_\_\_

Amendment-1



# Nationwide Life Insurance Company

Home Office: Columbus, Ohio

On Your Side®

## [Nationwide Specialty [WorkPlace] Benefits<sup>SM</sup>] [POLICYHOLDER][EMPLOYER] APPLICATION

Application is hereby made for the Benefits set forth herein.  
The information given below shall be the basis of the agreement with the Plan Sponsor.

### Section I - Administrative Information

Company Name					
DBA Name					
Policyholder Street Address (No P.O. Box)		City	State	Zip	County
Mailing Address (if different from above)		City	State	Zip	County
Phone ( )	Administrative Contact				
Fax ( )	Title				
Employer's Tax Identification Number		Email Address			
Requested Effective (MM/[DD][01]/YYYY)		Business Start Date			
Describe the Nature of Business				SIC Code	
[Will any of the selected coverage types be a takeover for an existing [group] coverage? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify coverage types _____ Effective date of prior coverage types _____ Prior Carrier Name _____ Termination date of prior coverage types _____]					
[List names and addresses of all affiliates, branches or subsidiaries on a separate sheet of paper and submit with this application.]					
<b>Billing Arrangements: Are there multiple units/locations to be billed separately?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", Number of units _____ <input type="checkbox"/> Bill to Individual Units <input type="checkbox"/> Bill to Plan Sponsor]					

### Section II - Eligibility Requirements

1. [In order to apply for this coverage, your company must have minimum of [51] total [eligible] employees.] [Total number of [eligible] employees _____]				
2. [[Eligible full-time employees must work at least [X] hours per week, must be actively at work, and must satisfy any applicable waiting period.] [Total number of [eligible] full-time employees _____.]				
3. [Are part-time employees eligible? <input type="checkbox"/> Yes <input type="checkbox"/> No] [If yes, eligible part-time employees must work at least [X] hours per week, must be actively at work, and must satisfy any applicable waiting period.] [[Total number of [eligible] part-time employees _____]				
4. [Total number of COBRA participants _____]				
5. [Total number of retirees _____]				
6. [Do these eligibility requirements vary by the type of coverage being offered? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide detail: _____]				
[Note: Seasonal employees, contractors, employees of employee leasing firms or employees of professional employee organizations are not eligible.]				
7. [Waiting Period <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", Number of days <input type="checkbox"/> 0 <input type="checkbox"/> 30 <input type="checkbox"/> 60 <input type="checkbox"/> 90 <input type="checkbox"/> Other _____] [Waiting Period applies to: <input type="checkbox"/> Employees hired after the effective date ] <input type="checkbox"/> All Employees (including those hired prior to the effective date ) [Do different classes have a different waiting period? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please describe: _____]				
[Note: New hires will be effective on the first of the month following completion of the waiting period.]				

### Section III – Product Selection

Please indicate the benefits you have selected.

<input type="checkbox"/> [Product Name]	<input type="checkbox"/> [Product Name]	<input type="checkbox"/> [Product Name]
<input type="checkbox"/> [Product Name]	<input type="checkbox"/> [Product Name]	<input type="checkbox"/> [Product Name]
<input type="checkbox"/> [Product Name]	<input type="checkbox"/> [Product Name]	<input type="checkbox"/> [Product Name]

### Section IV – Contributions

[Employer] [Policyholder] contribution percentage:

[[Product Name] %]	[[Product Name] %]	[[Product Name] %]
[[Product Name] %]	[[Product Name] %]	[[Product Name] %]
[[Product Name] %]	[[Product Name] %]	[[Product Name] %]

### Section V - General Conditions

In applying for the Benefits set forth herein, the undersigned understands and agrees that:

1. [Payment of the first premium by the policyholder after delivery of the Policy by us shall constitute acceptance of the terms and conditions contained in the Policy so issued.]
2. [All necessary administrative information concerning all Covered Persons shall be subject to the provisions of the Policy and shall be furnished to us by the Policyholder.]
3. [This Application is subject to the approval of Nationwide Life Insurance Company at its Home Office and that nothing contained herein shall be binding upon said Company until this Application has been so approved.]
4. [All benefits will be in accordance with the benefits proposed and agreed upon between Nationwide Life Insurance Company and the Policyholder as set forth in the Policy, subject to the Policyholder's approval.]
5. [Benefits are not provided unless otherwise provided in the Policy; (a) in case of bodily injury or sickness arising out of or in the course of any employment for wage or profit; or (b) for any bodily injury or sickness for which the person on whom the claim is presented has or had a right to compensation under Workers' Compensation or similar occupational disease law. [(Not applicable to Long Term Disability.)]]

#### Policyholder (herein referred to as "We") responsibilities under this policy

We agree (1) to maintain the records necessary to the administration of the Policy(s); (2) to report additions, changes, terminations and other information necessary to the administration of the Policy(s) to the insurer within 31 days after the Effective Date of such additions, changes and terminations; (3) that if we do not notify the insurer of any insured ineligibility or termination within [31] days, we shall forfeit any premium refund/credit that would otherwise have been due; (4) to make all such records, including payroll records, tax returns, and personnel files and other documentation as determined by the insurer available upon request to the insurer or its authorized representative; (5) to notify the insurer of claims within [20] days after they are incurred; (6) to pay all premiums in accordance with the terms of this Policy; and (7) to notify all Employees of any termination or rescission of coverage which affects them and refund the appropriate premium.]

By the signature below of its duly authorized representative, the proposed Policyholder hereby applies for the Nationwide Life Insurance Company Policy and the proposed Policyholder understands and agrees that it shall be subject to the provisions set forth herein.

It is understood that all of the answers We have provided are representations and not warranties.

### BEFORE SIGNING THE APPLICATION, PLEASE READ THE FRAUD WARNING(S) APPLICABLE TO YOUR STATE(S) BELOW AND CONTINUED ON THE NEXT PAGE.

**(California)** For your protection California law requires the following to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**(Florida)** Any person who knowingly and with intent to injure, defraud, or deceive any insurance company files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**(Kentucky)** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**(Louisiana)** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**(Maryland)** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**(Missouri)** An insurance company or its agent or representative may not ask an applicant or policyholder to divulge in a written application or otherwise whether an insurer has canceled or refused to renew or issue to the applicant or policyholder a policy of insurance. If a question(s) appears in this application, you should not renew it.

**State Fraud Notices (continued)**

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

**(Puerto Rico)** Any person who, knowingly and with the intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine of no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggregated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a maximum of two (2) years.

**(Washington)** Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law."

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

**(NAIC)** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**(New York)** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**Please Sign and Date**

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 City and State Date Month Year

By \_\_\_\_\_  
 Signature of Employer Printed name of Employer Job Title

**[Employer's Signature witnessed by (must be 18 or older):**

\_\_\_\_\_  
 Signature of Witness Printed name of Witness Date]

**[Signature of Agent/Producer:]**

\_\_\_\_\_  
 Signature of Agent/Producer Printed name of Agent/Producer Date]

**Section IV - Producer Information**

Company/Brokerage Name		
Company Address (if different than above) City, State Zip		
Name of Agent Representing this Group		
Phone ( ) -	Fax ( ) -	Email Address
Producer Number		

**Send Completed Application to:**  
 [Nationwide Specialty [WorkPlace] Benefits<sup>SM</sup>, PO Box 1199, Newark, OH 43058-1199]





# Nationwide Life Insurance Company

Home Office: Columbus, Ohio

## Evidence of Insurability Form

On Your Side®

### Section I – Employer Information (Please print in ink or type)

Group Number		Employer Name		
Employee Name/Member#		Class		
Employer Address		City	State	Zip Code

### Section II – Employee Information

Last Name, Suffix (e.g., Sr., Jr.)		First Name		M/I	State of Birth	Date of Birth (MM/DD/YYYY)	
Residence Address				City	State	Zip Code	
Home Phone #				Work Phone #			
Gender (M/F)	Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced/Separated		[Social Security #]	Height (feet' & inches")		Weight (lbs)	
Occupation or Job Title				Hire Date (MM/DD/YYYY)			
Amount of Coverage Requested:			[Current Amount:]	Requested Amount:	Reason for request:		
i. Employee Basic Term Life	[\$_____]	[\$_____]			[i. New member applying for coverage	<input type="checkbox"/> Yes	<input type="checkbox"/> No
[ii. Dependent Basic Term Life	[\$_____]	\$_____			[ii. Coverage requested above guarantee issue limit	<input type="checkbox"/> Yes	<input type="checkbox"/> No
[iii. Employee Voluntary Term Life	[\$_____]	\$_____			[iii. Late Enrollee	<input type="checkbox"/> Yes	<input type="checkbox"/> No
[iv. Dependent Voluntary Term Life	[\$_____]	\$_____			[iv. Change in Family Status	<input type="checkbox"/> Yes	<input type="checkbox"/> No
[v. Long Term Disability (LTD)	[\$_____]	\$_____			[v. Annual Enrollment	<input type="checkbox"/> Yes	<input type="checkbox"/> No
[vi. Short Term Disability (STD)	[\$_____]	\$_____					
[vii. Voluntary LTD	[\$_____]	\$_____					
[viii. Voluntary STD	[\$_____]	\$_____					

### Section III – Dependent Information

Relation	Last Name, First, MI (Suffix, e.g., Sr, Jr)	[Social Security#] (XXX-XX-XXXX)	Date of Birth (MM/DD/YYYY)	Height (' ")	Weight (lbs)	State of Birth	Gender (M/F)	Full-Time Student	Eligible Income Tax Exemption
Spouse [*]					lbs				
Child					lbs			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Child					lbs			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Child					lbs			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Child					lbs			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

To name additional dependents, please attach a separate sheet.

[\*For purposes of this form, Spouse includes a Domestic Partner [or civil union partner]

## Section IV – Medical Questionnaire

**COMPLETE THE FOLLOWING MEDICAL QUESTIONS FOR ALL PERSONS TO BE COVERED:** For the purpose of the following medical questions, the term “medical or social practitioner” includes but is not limited to: a doctor, nurse, psychologist, psychiatrist, social worker, chiropractor, podiatrist, therapist, pathologist, dentist, optometrist, osteopath, clergy, Christian Science practitioner, or any person affiliated with a self-help program such as Alcoholics Anonymous, a substance abuse program, or a weight loss program.

1. Are you or any of your dependents currently pregnant?  YES  NO  
If yes, who? \_\_\_\_\_ Expected due date(s): \_\_\_\_\_
2. Have you or any of your dependents smoked or used tobacco in the past 5 years?  YES  NO  
If yes, who and when? \_\_\_\_\_ Type(s)? \_\_\_\_\_
3. In the past 10 years, has anyone ever:
  - a. Had high blood pressure or high cholesterol?  YES  NO
  - b. Had heart disease, cancer, diabetes, arthritis, or asthma?  YES  NO
  - c. Had epilepsy?  YES  NO
  - d. Had back or spinal disorders?  YES  NO
  - e. Had a disorder of the stomach, intestines, liver, gallbladder or rectum (gastrointestinal disorder)?  YES  NO
  - f. Had a disorder of the kidney, bladder, prostate or reproductive organs (genito-urinary disorder)?  YES  NO
  - g. Had a respiratory or lung disorder?  YES  NO
  - h. Had a stroke?  YES  NO
  - i. Had counseling by a medical or social practitioner for an emotional, mental or nervous condition?  YES  NO
  - j. Been treated for alcohol or chemical dependency, or been convicted of driving under the influence of alcohol or drugs?  YES  NO
  - k. Had Fibromyalgia, a muscular condition, or a sleep disorder?  YES  NO
4. Has anyone ever been diagnosed by, or received treatment from, a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC), or tested positive for antibodies to the Human Immunodeficiency Virus (HIV)?  YES  NO
5. In the past 10 years, has anyone ever had an inpatient admission and/or outpatient surgery?  YES  NO
6. In the past 3 years, has anyone been prescribed medication?  YES  NO
7. In the past 5 years, has anyone contemplated an operation or doctor visit for an existing injury or ailment?  YES  NO
8. During the past 3 years, has anyone sought medical treatment, or been advised by a medical or social practitioner to seek treatment, for any condition not stated above?  YES  NO
9. Has anyone ever been rated or declined for, or refused reinstatement or renewal of, life, disability, or health insurance?  YES  NO  
If yes, name of person, date and reason:  
\_\_\_\_\_
10. In the past 3 years, has anyone been engaged in or does anyone contemplate being engaged in any potentially hazardous sports or hobbies such as aviation, scuba diving, bungee jumping, mountain climbing, sky diving, motor racing, or similar activities?  YES  NO
11. Has anyone ever received pension or worker’s compensation benefits or other payment because of an injury, sickness or disability?  YES  NO

**If you answered YES to any question in questions 3 through 11, please provide details below. If additional space is needed, please attach a separate page including your signature and date.**

Question #	Name of Individual	Name of Illness or Injury	Dates of Treatment	Any Remaining Effects?	Name of Medication and Dosage	Name and Address of Physician / Hospital

**AGREEMENT AND AUTHORIZATION**

I understand that, in order for Nationwide Life Insurance Company or any of its subsidiaries or affiliates to accept or decline this application, all of the information requested on the application must be completed. In the event that I have not correctly or fully completed this application, my signature shall authorize Nationwide Life or any of its subsidiaries or affiliates to obtain the necessary information for me and to complete that information on this application. I realize that Nationwide Life or any of its subsidiaries or affiliates reserves the right to accept or decline this application (or to accept only certain persons for coverage) and that no right whatsoever is created by this application.

For the purpose of evaluating my application for insurance, I hereby authorize any licensed physician, medical practitioner, hospital, clinic, or other medical or medically related facility; insurance company; the Medical Information Bureau, Inc.; or other organization, institution or person that has any records or knowledge of me, or my health, or of my family for whom this insurance application is made or their health to give Nationwide Life or any of its subsidiaries or affiliates or its reinsurers any such information. I also authorize Nationwide Life or any of its subsidiaries or affiliates or its reinsurers to release any information regarding me or my health, or that of my family for whom insurance application is made, to the Medical Information Bureau, Inc.; or other life insurance companies in which I have policies or to which I may apply; and other insurers to which a claim for benefits may be submitted. I understand that this information will be used by Nationwide Life or any of its subsidiaries or affiliates to determine eligibility for insurance. This information includes information about drugs, alcoholism or mental illness. This authorization will be valid from the date signed for a period of two-and-one-half years. A photocopy of this authorization will be as valid as the original. I understand that I may request a photocopy.

I certify that I have read, or have had read to me, the completed application and that all information is true and complete to the best of my knowledge. I understand that any misrepresentation or significant omission may void my coverage. I acknowledge that I have received the Fair Credit Reporting Notice.

**PLEASE READ THE FRAUD WARNING(S) APPLICABLE TO YOUR STATE(S) BELOW AND CONTINUED ON THE NEXT PAGE.**

**(California)** For your protection California law requires the following to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**(Florida)** Any person who knowingly and with intent to injure, defraud, or deceive any insurance company files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**(Kentucky)** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**(Louisiana)** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**(Maryland)** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**(Missouri)** An insurance company or its agent or representative may not ask an applicant or policyholder to divulge in a written application or otherwise whether an insurer has canceled or refused to renew or issue to the applicant or policyholder a policy of insurance. If a question(s) appears in this application, you should not renew it.

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

**(Puerto Rico)** Any person who, knowingly and with the intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine of no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a maximum of two (2) years.

**(Washington)** Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law."

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

**(NAIC)** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**(New York)** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**\*Includes any adult over age 18 applying for coverage.**

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**SIGNATURE OF APPLICANT**

**DATE**

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**SIGNATURE OF SPOUSE / DOMESTIC PARTNER (if applicable)**

**DATE**

# Nationwide Life Insurance Company

## INVESTIGATIVE CONSUMER REPORTS

To provide insurance coverage, we need to obtain information about you and any other persons proposed for insurance. Some of that information will come from you and some will come from other sources. That information and any subsequent information collected by us may in certain circumstances be disclosed to third parties without your specific authorization. You have the right of access and correction with respect to the information collected about you except information that is related to a claim or a civil or criminal proceeding.

If we use an independent reporting agency for a report, you have the right to be personally interviewed by them. If you wish to be interviewed, please tell us how the agency can contact you and every effort will be made to interview you. Even if you are not interviewed, you have the further right to request that the reporting agency provide you with a copy of the report it makes. Write us at the address shown below and we'll give you the name and address of any agency we have used to prepare a report on you so that you can contact them directly to find out more about that report.

If you want a more detailed explanation of our information practices, please write to us at:

Nationwide Life Insurance Company  
[P.O. Box 2399  
Columbus, Ohio 43216]

This notice is to inform you that as part of our normal underwriting procedures in connection with an application for insurance:

- A. An investigative consumer report may be made whereby information is obtained through personal interviews with your neighbors, friends or others with whom you are acquainted. This inquiry will include information as to character, general reputation, personal characteristics and mode of living, with respect to you, members of your family and other having an interest in or closely connected with the insurance transaction; and
- B. Upon your written request, made within a reasonable time after you receive this notice, additional information as to the nature and scope of the investigation, if one is made, will be provided. Request for additional information should be directed to the same address as shown above, under NOTICE OF INSURANCE PRACTICES.

## IMPORTANT NOTICE

The underwriting process is necessary to assure reasonable cost of insurance and provide a mechanism by which policyholders pay their fair share of the cost. In considering your application, information from various sources is considered, including statements in the application and any reports we obtain from doctors or medical facilities where you have been attended.

Information regarding your insurability will be treated as confidential. Nationwide Life Insurance Company or its reinsurers may, however, make a brief report to the Medical Information Bureau, a nonprofit membership organization of life insurance companies, which operates an information exchange on behalf of its members. If you apply to another Bureau member company for life, disability or health insurance coverage, or a claim for benefits is submitted to such a company, the Bureau, upon request, will supply such company with the information it may have in its files.

Upon receipt of a request from you, the Bureau will arrange disclosure of any information it may have in your file. If you question the accuracy of information in the Bureau's file, you may contact the Bureau and seek a correction in accordance with the procedures set forth in the Federal Fair Credit Reporting Act. The address of the Bureau's information office is:

[P.O. Box 105, Essex Station  
Boston, Massachusetts 02112  
Telephone number (617) 426-3660.]

Nationwide Life Insurance Company, or its reinsurers, may also release information in our file to other life insurance companies to whom you may apply for life, disability or health insurance, or to whom a claim for benefits may be submitted.

Be sure to keep a copy of this form and all additional documentation for your records.

SERFF Tracking Number: NWLC-126447357 State: Arkansas  
 Filing Company: Nationwide Life Insurance Company State Tracking Number: 44609  
 Company Tracking Number: NSHDIS 2000  
 TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term  
 Product Name: Nationwide ReNEW2 STD/LTD  
 Project Name/Number: ReNEW2 STD/LTD /NSHDIS 2000

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification <b>Comments:</b> <b>Attachment:</b> AR READABILITY CERTIFICATION.pdf	Approved-Closed	01/25/2010

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Application <b>Comments:</b> See Application under "Forms" tab.	Approved-Closed	01/25/2010

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Third party authorization <b>Comments:</b> <b>Attachment:</b> Signed Authorization form.PDF	Approved-Closed	01/25/2010

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> General and Specific Variables <b>Comments:</b> <b>Attachment:</b> AR Nationwide ReNEW2 variables 12-09.pdf	Approved-Closed	01/25/2010

AR READABILITY CERTIFICATION

POLICY: NSHDIS 2000 AR and related forms

Nationwide Life Insurance Company

I certify that the attached policy and certificate forms meet and exceed the requirements of the Arkansas Life and Disability Insurance Policy Language Simplification Act. The Flesch score for these forms is 45.

Signature:  \_\_\_\_\_

Name (typed or printed): Kimberly Dunn, JD \_\_\_\_\_

Title or business affiliation: CDS Compliance Consultant \_\_\_\_\_

Date: 1/15/10 \_\_\_\_\_



**Nationwide**  
*On Your Side*

Nationwide Specialty Health\*

Nationwide Specialty Health  
P. O. Box 182690  
Columbus, OH 43218

December 7, 2009

Custom Disability Solutions  
600 Sable Oaks Drive  
Suite 200  
South Portland, ME  
04106

To Whom It May Concern:

I, the undersigned officer of Nationwide Life Insurance Company, hereby authorize Custom Disability Solutions ("CDS") to submit the Nationwide Life Insurance Company filing for Group Disability Insurance Policy and related forms. CDS has the authority to sign as our designated representative on all appropriate letters and transmittal forms required for this filing.

Sincerely,

Melissa D. Gutierrez  
Vice President

**Nationwide Life Insurance Company**  
**“ReNEW2” GENERAL AND SPECIFIC VARIABLES**  
**For Group Disability Policy NSHDIS 2000 AR, Certificate NSHDIS 2500 AR, and**  
**Amendment form NSHDIS 2400**

NOTE: The policy/certificate filing may not contain all pages referenced in these variables as a result of state law. Variables listed for a page that is not included in the filing will not apply.

Applicable to the Policy/Certificate form, in general:

1. Filed text may be included or omitted and document format may vary according to a policyholder's plan. Provisions and statements that are not applicable to a policyholder's plan will be omitted.
2. Headings may be added to clarify a plan. For example: adding class information for multiple plan offerings.
3. Whenever used in the text, the words monthly, weekly, and bi-weekly are interchangeable.
4. The separate pages for short term disability and long term disability may be merged into one document labeled short term and long term disability.
5. The title of specific acts/laws may change if the title of the law/act is changed by law.
6. Variable data is indicated by brackets in the filing document and variable ranges or options are either shown in the filing document or are detailed in this variability statement. Text which is bracketed with no explanation of any alternative language, designates that the language is either “in” or “out” of the contract, as is. This variability document clarifies the pages that are to be used for each coverage available under the filed policy and certificate.
7. Additional variations not shown in the enclosed policy form may be agreed upon as a result of negotiations between the Insurance Company and the Policyholder; however, we will not agree to any provision which is, to the best of our knowledge and belief, ambiguous or unclear, or inconsistent with any law or regulation of the state or federal government.
7. We may issue certificates in a foreign language, based on a direct translation of the filed wording.
8. The attached policy forms are submitted in 10 point type on 8 1/2 by 11 pages. We may print the same text in a booklet format (5 1/2 by 8 1/2 pages), if requested by the Policyholder. Final printed forms will be issued in at least 10 point type.

ER-1

1. The fields for Policyholder, Policy Number, Policy Effective Date, Policy Anniversary Date, and State of Policy Issue are variable to show the specifics for each policy that is issued.

ER-2

1. Bracketed text that is not applicable to the sold plan will be deleted.

NOTE: Entire pages of ER-3S and ER-3L are bracketed; ER-3S will be used for STD and ER-3L will be used for LTD.

ER-3S, ER-3L

1. Plan effective date is variable to show the date that STD coverage is included in the complete benefits package.
2. Divisions. Subsidiaries or Affiliate Companies is variable to include the names/locations of such entities.
3. Initial Rate is variable to show the rate for a specific employer's plan. The Initial Rate may be shown as 'x.xx% of total covered payroll', a rate per \$x.xx of weekly benefit, or a rate by indemnity amount. In situations where employees can choose varying amounts of coverage, the rate is determined from a rate table.
4. Rate Guarantee - the bracketed date will show the duration of the initial rate guarantee, usually 1-3 years. In the Rate Guarantee text the number of employees insured by a plan percentage may be between 10% and 25%.

#### ER-4S, ER-V-4S, ER-4L

1. Entire pages of ER-4S and ER-V-4S are bracketed; ER-4S will be used for STD; ER-V-4S will be used for VSTD.
2. When do you need to pay premium - the bracketed text reflects the day premium is due. This is usually the 1st day of the month, but may vary for each policyholder.
3. Regarding when premium payments will be waived: The bracketed text will be removed if the option is not selected, or if there is more than one bracketed option, only one option will be included. In addition, instead of after the first of the month, waiver of premium may be applied on the first payroll period following the date of disability.

NOTE: ER-6 and ER-7 will be used for all standard STD and LTD plans; ER-V-6 and ER-7 will be used for all voluntary plans; ER-6SG and ER-7SG will be used for LTD small group coverage.

#### ER-6

1. Either the 3rd and 4th bullets shown on this page may be removed to reflect a contributory and a non-contributory plan.

#### ER-V-6

The bracketed reference to 25% may be changed to an amount between 15% and 25%.

#### ER-6SG

1. The first bracketed [31 days] may be replaced with any number of days from 31-60.
2. The bracketed [2-5] may vary from any amount between 2 and 50 lives and the bracketed [100%] may vary from any amount from 75%-100%..
3. The bracketed [6-9] may vary from any amount between 5 and 50 lives.
4. The bracketed [10] may vary from any amount between 10 and 100 lives.

#### C-1

1. The fields for Your Name, Policy Number, Policyholder, and Effective Date are variable to show the specifics for each policy that is issued. "Your name" can be removed altogether. The available coverages on the top of the form are bracketed to indicate that STD only, LTD only, or both STD and LTD can be sold on a particular plan.

NOTE: Only the applicable coverage pages will be included in Section 1, Highlights, according to the sold plan of benefits (coverages include STD, LTD, small group LTD, VSTD, VLTD, and "Choice" LTD).

#### EE-1S-1

1. The description of "Eligible Class" will vary, depending on the specifics of each case. The standard text is "all fulltime employees" but may be modified by Underwriting or Policyholder request. For example, some groups may only want to cover "salaried" employees, thus the definition will read, "All fulltime Salaried employees." If part-time employees are included, this definition might be modified to delete reference to "fulltime." The minimum number of hours worked in the Eligible Class description may vary between 15 hours and 40 hours.
2. The benefit percentage varies from 40%-100%.
3. If a flat benefit amount is chosen instead of a benefit % up to a maximum payment amount, it will be shown as "Benefit Amount". The available range is \$50-\$1,000. Offsets with Other Income Benefits are standard but may be excluded.
4. The Maximum Payment Amount varies for amounts up to \$2,500.
5. The Minimum Payment Amount may vary to an amount from \$25-75; *we understand that it is required for all contributory policies and that it cannot be less than \$12 for STD.*
6. In the Elimination Period, the text for 'if disability is due to an injury' may be deleted. The elimination period days generally vary from 0-60 for injury and 7-60 for sickness.
7. The text "If, because of your disability, you are hospital confined, benefits begin immediately." is variable as this is an option that can be purchased by the employer. If not purchased, the text is removed.
8. Standard pre-disability earnings definitions variations appear at the end of this document.
9. Reference to salary continuation or accumulated sick leave will only be included if applicable to a particular employer's plan.

#### EE-1S-2

1. The Maximum Payment Duration varies 9-104 weeks.
2. The Waiting Period is variable to show the period of time for each employer's plan. Generally the time for current employees is "none", and the time for new employees is "1-6 months".
3. Each payment arrangement is listed in the Cost of Coverage section. Only one will apply depending upon which party(ies) are paying the cost of the plan.

#### EE-1SV-1

1. The description of “Eligible Class” will vary, depending on the specifics of each case. The standard text is “all fulltime employees” but may be modified by Underwriting or Policyholder request. For example, some groups may only want to cover “salaried” employees, thus the definition will read, “All fulltime Salaried employees.” If part-time employees are included, this definition might be modified to delete reference to “fulltime.” The minimum number of hours worked in the Eligible Class description may vary between 15 hours and 40 hours.
2. Under Weekly Payment, there are two plan choices. Only one option will be shown for any sold case. The benefit percentage varies between 40% and 100%. The maximum benefit amount will be shown in a [\$10-\$100] increment for amounts between \$200 and \$2500.
3. The Minimum Payment Amount may vary to an amount from \$25-75. *We understand that it is required for all contributory policies and that it cannot be less than \$12 for STD.*
4. In the Elimination Period, the text for ‘if disability is due to an injury’ may be deleted. The elimination period days generally vary from 0-60 for injury and 7-60 for sickness.
5. The text “If, because of your disability, you are hospital confined, benefits begin immediately.” is variable as this is an option that can be purchased by the employer. If not purchased, the text is removed.

#### EE-1SV-2

1. Standard pre-disability earnings definitions variations appear at the end of this document.
2. The Maximum Payment Duration varies 9-104 weeks.
3. The Waiting Period is variable to show the period of time for each employer’s plan. Generally the time for current employees is “none”, and the time for new employees is “1-6 months”.
4. Each payment arrangement is listed in the Cost of Coverage section. Only one will apply depending upon which party(ies) are paying the cost of the plan.
5. There are two choices as to when premium payments will be waived. The bracketed text will be removed if the option is not selected.

#### EE-1SSG-1

1. The description of “Eligible Class” will vary, depending on the specifics of each case. The standard text is “all fulltime employees” but may be modified by Underwriting or Policyholder request. For example, some groups may only want to cover “salaried” employees, thus the definition will read, “All fulltime Salaried employees.” If part-time employees are included, this definition might be modified to delete reference to “fulltime.” The minimum number of hours worked in the Eligible Class description may vary between 15 hours and 40 hours.
2. The benefit percentage varies from 20%-70%. Only the appropriate percentage will be included for the plan.
3. The Maximum Payment Amount varies for amounts from \$1,000 up to \$2,500. The optional asterisk may be deleted if there are no offsets to the plan.
4. If a flat benefit amount is chosen instead of a benefit % up to a maximum payment amount, it will be shown as “Benefit Amount”. Increment options include \$10, \$25, \$50, or \$100. The bracketed percentage can vary from 50% to 70%. The maximum can be any amount from \$500 to \$2,500. Offsets with Other Income Benefits are standard but may be excluded.
5. The Minimum Payment Amount may vary to an amount from \$25-75. *We understand that it is required for all contributory policies and that it cannot be less than \$12 for STD.*
6. In the Elimination Period, the text for ‘if disability is due to an injury’ may be deleted. The elimination period days generally vary from 0-60 for injury and 7-60 for sickness.
7. Standard pre-disability earnings definitions variations appear at the end of this document.

#### EE-1SSG-2

1. The Maximum Payment Duration varies from 9-104 weeks.
2. The Waiting Period is variable to show the period of time for each employer’s plan. Generally the time for current employees is “none”, and the time for new employees is “1-6 months”.
3. The Individual Effective Date is variable. Standard text is shown but it may vary depending on the Policyholder’s request. For instance, the effective date might be the first day after the employee completes the waiting period.
4. Each payment arrangement is listed in the Cost of Coverage section. Only one will apply depending upon which party(ies) are paying the cost of the plan.

#### EE-1L-1, EE-1LV-1

1. The description of "Eligible Class" will vary, depending on the specifics of each case. The standard text is "all fulltime employees" but may be modified by Underwriting or Policyholder request. For example, some groups may only want to cover "salaried" employees, thus the definition will read, "All fulltime Salaried employees." If part-time employees are included, this definition might be modified to delete reference to "fulltime." The minimum number of hours worked in the Eligible Class description may vary between 15 hours and 40 hours.
2. The benefit percentage varies 40%-70%. If a flat benefit amount is chosen instead of a benefit % up to a maximum payment amount, it will be shown as "Benefit Amount". Offsets with Other Income Benefits are standard but may be excluded.
3. The Maximum Payment Amount varies for amounts up to \$35,000.
4. In the Minimum Payment Amount section, two options are shown. The text for only one option will be included in the plan as determined by the employer's selection. The % amount may vary from 5% to 15% and the dollar amount may vary from \$50 to \$100. *We understand that it is required for all contributory policies and that it cannot be less than \$50 for LTD.*
5. In the Elimination Period, the text for 'sick leave or salary continuation' and 'the date short term disability payments end' may be deleted if not applicable to the sold plan of coverage. The time period may vary between 30 and 365 days.
6. Standard pre-disability earnings definitions variations appear at the end of this document.

#### EE-1L-2, EE-1LV-2, EE-1LV-3

1. Standard Maximum Payment Duration options appear at the end of this document.
2. The Waiting Period is variable to show the period of time for each employer's plan. Generally the time for current employees is "none", and the time for new employees is "1-6 months".
3. Each payment arrangement is listed in the Cost of Coverage section. Only one will apply depending upon which party(ies) are paying the cost of the plan.
4. One definition of pre-disability earnings is shown; other options appear at the end of this document.
  1. The bracketed text, "If your disability begins while you are on a covered layoff or leave of absence, we will use your pre-disability earnings from the employer in effect just before the date your absence begins." will be included if coverage is continued during layoffs or LOAs; if not, it will be deleted.
  2. For page EE-1LSG-2, the Individual Effective Date is variable. Standard text is shown but it may vary depending on the Policyholder's request. For instance, the effective date might be the first day after the employee completes the waiting period.

#### EE-1LSG-1:

1. The eligible class will vary for each policyholder, subject to Underwriting approval.
2. Available benefit percentages are shown in brackets. If the plan instead allows for a flat benefit amount, this entire item will be omitted.
3. *We understand that a minimum benefit is required for all contributory policies and that it cannot be less than \$50 for LTD.*
4. The maximum benefit may vary from \$1,000 to \$25,000. The bracketed asterisk will be excluded if there are no offsets for the plan. This entire item will be excluded if there is a flat benefit amount instead.
5. The bracketed asterisked paragraph will be included if there are offsets.
6. The elimination period can vary from 60-180 days; the bracketed "the later of" wording will be included for policies with both STD and LTD coverage..

#### EE-1LSG-2:

1. The maximum payment duration can vary as shown by Class or with any filed duration.
2. The waiting period can vary based on policyholder request.
3. Individual Effective Date standard wording is shown in brackets; this can vary based on Policyholder request (example – First day of the next month following completion of the waiting period).

#### EE-1LSG-3

1. Cost of Coverage – the appropriate bracketed wording will be included based on who pays the premium for the coverage.

#### EE-1LSG-4

1. The definition of pre-disability earnings can vary; any filed definition can be used or varied based on request of the policyholder, with Underwriting approval.

## EE-2-1

1. "Employee" is variable to incorporate the exact classes of employees and the exact eligible groups according to a policyholder's plan. The term "member" may replace employee. The bracketed "or Mexico" will only be added on an exception basis for groups located in states that border Mexico, where the group has Mexican citizens and residents legally crossing the border to work for the employer in the United States, and the request has been approved by Underwriting.
2. "Employer" may be replaced with the exact employer name or description.

NOTE: Pages EE-3-Summary, EE-3-1, EE-3-2, EE-3-3, EE-3-4, EE-3-5 will be used for all standard STD and LTD plans. Pages EE-3-Summary, EE-3-1, EE-3SG/MET-2, EE-3SG/MET-3, EE-3-4, EE-3-5 will be used for all small group LTD plans. Pages EE-3C-Summary, EE-3C-1, EE-3C-2N or EE-3C-2C, EE-3C-3, EE-3C-4C or EE-3C-4N, EE-3C-5, EE-3C-6, EE-3C-7 will be used for all choice LTD plans. Pages EE-3V-Summary, EE-3V-1, EE-3V-2A or EE-3V-2B, EE-3V-3, EE-3V-4, EE-3V-5, EE-3V-6, EE-3V-7 will be used for all VLTD plans. Pages EE-3SV-Summary, EE-3V-1, EE-3SV-2, EE-3V-3, EE-3SV-4, EE-3SV-5, EE-3SV-6, EE-3V-7 will be used for all VSTD plans.

## EE-3-1, EE-3C-1, EE-3V-1, EE-3SV-1

1. The bracketed text around the term Waiting Period may change to incorporate the exact waiting period for the plan.

## EE-3-2, EE-3SV-2

1. A section of the bracketed text may be removed to reflect if the plan is contributory or non-contributory.

## EE-3-3, EE-3C-5, EE-3V-5, EE-3SV-5

1. If coverage is to be continued during layoff or leave of absence, the first bracketed sentence under "Will your coverage continue if you are on a lay-off or leave of absence" will be deleted; the remainder of the text may be changed to include a period of time (e.g. 2 months) in place of "through the end of the month following the month in which your layoff or leave of absence begins." If coverage is not continued, only the first sentence will be included and the remainder of the text will be deleted.

## EE-3SG-3:

1. Only one of the bracketed items will be included depending on whether coverage is continued during layoff or leave of absence.

## EE-3SV-4

1. Bracketed text will be deleted if not applicable.

## EE-3C-3

1. The term Annual enrollment period will show the enrollment period for each employer's plan.
2. Plan year will be defined to include the date appropriate for the employer's plan.

## EE-3-4, EE-3C-6, EE-3V-6, EE-3SV-6

1. Vary the family and medical leave of absence provisions according to the employer's policy on family and medical leave and in accordance with the federal or state leave law.

## EE-3SG-5

1. Bracketed text may be omitted from the final documents depending on a policyholder's sold plan design.

## EE-4S-Summary, EE-4SV-Summary, and EE-4SSG-Summary

1. NOTE: EE-4S-Summary will be used for all STD plans except VSTD and small group; EE-4SV-Summary will be used for VSTD plans, and EE-4SSG-Summary will be used for small group STD.
2. The bracketed items will be removed if options are not sold on a specific plan.

EE-4S-1.1 and EE-4S-1.4

1. The bracketed earnings test may vary between 50-80%. It may be deleted altogether.
2. The bracketed "reasonable employment option" wording may be removed if agreed to by Underwriting.

EE-4S-1.2 and EE-4S-1.5

1. The 1<sup>st</sup> bracketed earnings test for total disability may vary between 20-40% (20% is standard). The 2<sup>nd</sup> bracketed earnings test may vary between 50-80%. The earnings tests may be deleted altogether.
2. The bracketed "reasonable employment option" wording may be removed if agreed to by Underwriting

EE-4S-1.3 and EE-4S-1.6

1. The bracketed earnings test for total disability may vary between 20-40% (20% is standard). It may be deleted altogether.
2. The bracketed "reasonable employment option" wording may be removed if agreed to by Underwriting

EE-4S-2.1 and EE-4S-2.2

1. NOTE: EE-4S-2.1 will be used for 24-hour ("full-occupational") plans; EE-4S-2.2 will be included for non-occupational STD plans.
2. The appropriate bracketed text will be used depending on whether regular occupation or own job was included in the definition of disability. The earnings tests may be deleted altogether. The bracketed "reasonable employment option" wording may be removed if agreed to by Underwriting.

NOTE: Use page EE-4S-3 for all STD plans except VSTD which will use page EE-4SV-3.

EE-4S-3

1. The bracketed text will be removed if the sold plan includes short term disability coverage only.
2. The bracketed 30 days may be changed to 5-60 days.

NOTE: Use EE-4S-5.1 for all non-occupational STD plans; use EE-4S-5.2 for all 24 hour (full occupational) STD plans.

EE-4S-5.1 and EE-4S-5.2

1. All exclusions are standard, but the bracketed text may be omitted.

NOTE: EE-4S-6 will be used for all STD plans except plans with a flat benefit amount, which will use page EE-4S-6.1.

EE-4S-6

1. The 1<sup>st</sup> bracketed earnings test for total disability may vary between 20-40% (20% is standard). The 2<sup>nd</sup> bracketed amounts may be any amounts between 20% and 80%, depending on the earnings tests included in the definition of disability.
2. The bracketed 80% will be anywhere between 20-80%, depending on the earnings tests in the def of disability.

EE-4S-6.1

1. This page will be used if the plan includes a flat benefit amount.

EE-4S-6.4SG:

1. This benefit will be included if the STD coverage includes a pre-existing condition limitation.
2. The bracketed 6 month exclusionary period can range from 6 – 12 months.
3. The benefit can vary based on the benefit %, maximum dollar amount, and duration period. The benefit percentage can vary between 30-50%, the maximum can vary between \$25 and \$500 per week.
4. The duration can vary between 4-26 weeks.
5. The definition of pre-existing condition can range from 3 to 12 months.

EE-4S-7

1. The minimum weekly payment will not be included if not applicable to the sold plan design.
2. The bracketed 1/7<sup>th</sup> can be changed to 1/5<sup>th</sup> if needed.

NOTE: EE-4S-8.1 will be used for standard STD plans with Full SS offsets; EE-4S-8.2 will be used for standard STD plans with Primary SS offsets; EE-4S-9 will be used for all standard STD plans. EE-4SV-8.1 and EE-4SV-9 will be used for all VSTD plans.

EE-4S-8.1, EE-4S-8.2, EE-4S-9, EE-4SV-8.1, EE-4SV-9

1. Items listed in the sections titled WHAT ARE OTHER INCOME AMOUNTS and WHAT ARE NOT OTHER INCOME AMOUNTS may be exchanged or modified according to a policyholder's plan, and may include renewal commissions. Example: If an employer requests that an item not be included as an other income amount, this item will be removed and will be added in the list of WHAT ARE NOT OTHER INCOME AMOUNTS.
2. All items will be removed if a sold plan does not include any integration (e.g. payments are flat benefit amounts).

EE-4SSG-9:

1. The entire page is standard text but can be omitted upon policyholder request and Underwriting approval. Item 10 may be included or not, based on Underwriting.

EE-4S-10

1. If there is no integration, the first 2 bracketed paragraphs and the section titled, "Do we have the Right to Estimate Other Income Amounts?" will be removed.
2. If there is no minimum benefit, the "What if Subtracting Other Income Amounts Results in a Zero Payment to you?" section will be removed.
3. If items 1, 2 or 3a are removed on page EE-4S-8.1 or EE-4SV-8.1, then the bracketed reference in the 3<sup>rd</sup> section on this page is adjusted.

EE-4S-11

1. If any items listed in the section WHAT ARE OTHER INCOME AMOUNTS are removed, these may be included in the section WHAT ARE NOT OTHER INCOME AMOUNTS?.
2. If no integration is sold on a plan, the bracketed text (the entire page) will be removed.

EE-4S-12(1) and EE-4S-12.2

1. Bracketed reference to 80% in the earnings test may vary from 50%-80%. If a plan has no earnings test, the bracketed earnings test item will be removed.
2. All bracketed items may be omitted.
3. The bracketed "participating in an approved rehabilitation plan" item can only be included at the option of the policyholder.

NOTE: EE-4S-13 will be included for all standard STD plans; EE-4SV-13 will be included for all VSTD plans.

EE-4S-13 or EE-4SV-13

1. The bracketed text in the first line may be excluded if there is no earnings test in the def of disability; if included, the bracketed 80% may vary between 20-80%, depending on the def of disability.
2. The bracketed time period in the last paragraph will either be six months (if sold with LTD) or 14 days (for stand-alone STD).
3. For page EE-4SV-13, the bracketed "sickness or injury" or "injury" will usually be included as "sickness or injury" – "injury" only would be included only if the plan covered injuries only (not standard).

EE-4SV-14.1, EE-4SV-14.3, EE-4SV-15, EE-4SV-16

These pages are standardly included for VSTD plans. The Continuity of Coverage pages would be omitted for plans with no prior coverage. There is a choice of a 3/12 or 12/12 PreX for page EE-4SV-14.1 The 12/12 is standard but a 3/12 may be used with Underwriting approval.

#### EE-4L-Summary

The bracketed items will be removed if options are not sold on a specific plan.

NOTE: Only the appropriate definition(s) of disability on pages EE-4L-1.1, EE-4L-1.2, EE-4L-1.3, EE-4L-1.4, EE-4L-1.5, EE-4L-1.6, EE-4L-1.7, EE-4L-1.8 will be included for the group based on the sold plan design.

#### EE-4L-1.1

1. The bracketed 80% earnings test may vary between 50-80%. The bracketed earnings test text starting with “and, as a result...” may be omitted altogether if there is no earnings test.
2. The bracketed “reasonable employment option” wording may be removed if agreed to by Underwriting

#### EE-4L-1.2

1. The 1<sup>st</sup> bracketed 20% earnings test may vary between 20-40% (20% is standard). The 2<sup>nd</sup> bracketed 80% earnings test may vary between 50-80%.
2. The bracketed earnings text in the first bullet beginning with, “or, you are working and...” and the bracketed text in the second bullet beginning with, “and, as a result...” may be deleted if no earnings tests are to be included.
3. The bracketed “reasonable employment option” wording may be removed if agreed to by Underwriting

#### EE-4L-1.3,

1. The bracketed range will vary between 12-60 months depending upon the coverage sold on the plan.
2. The bracketed 80% earnings test will vary between 50-80%; the bracketed 60% earnings test will vary between 50-80%. The bracketed earnings test text starting with, “and, as a result...” may be omitted altogether if there is no earnings test.
3. The bracketed “reasonable employment option” wording may be removed if agreed to by Underwriting

#### EE-4L-1.4

1. The bracketed range will vary between 12-60 months depending upon the coverage sold on the plan.
2. The bracketed 20% earnings test will vary between 20-40% (20% is standard); The bracketed 80% earnings test will vary between 50-80%; the bracketed 60% earnings test will vary between 50-80%.
3. The bracketed earnings test text starting with, “or, you are working and...” in the 1<sup>st</sup> bullet and “and, as a result...” in the 2<sup>nd</sup> and 3<sup>rd</sup> bullets may be omitted altogether if there is no earnings test.
4. The bracketed “reasonable employment option” wording may be removed if agreed to by Underwriting

#### EE-4L-1.5

1. The bracketed range will vary between 12-60 months depending upon the coverage sold on the plan.
2. The bracketed 80% earnings test will vary between 50-80%. The bracketed earnings test text starting with, “and, as a result...” in the 1st bullet may be omitted altogether if there is no earnings test.
3. The bracketed “reasonable employment option” wording may be removed if agreed to by Underwriting

#### EE-4L-1.6

1. The 1<sup>st</sup> bracketed earnings test may vary between 20-40% (20% is standard). The 2<sup>nd</sup> bracketed earnings test may vary between 50-80%. The earnings tests may be deleted altogether
2. The bracketed range will vary between 12-60 months depending upon the coverage sold on the plan.
3. The bracketed “reasonable employment option” wording may be removed if agreed to by Underwriting

#### EE-4L-1.7

1. The bracketed earnings test may vary between 50-60%. The earnings test may be deleted altogether

#### EE-4L-1.8

1. The 1<sup>st</sup> bracketed earnings test may vary between 20-40% (20% is standard); the 2<sup>nd</sup> bracketed earnings test may vary between 50-60%. The earnings test may be deleted altogether

NOTE: Page EE-4L-2.1 will be used for plans without a gainful occ portion in the def of disability; page EE-4L-2.2 will be used for plans that include a gainful occ in the LTD def of disability.

#### EE-4L-3.1

1. The bracketed number of days is variable to show a time period between 3 days and 180 days.

#### EE-4L-5

1. Bracketed exclusions may be omitted.

NOTE: Only the appropriate Pre-existing Condition Exclusion pages (listing of page numbers follows) will be included for a plan, depending on the sold plan design and type of coverage. The standard provisions include the following: For LTD: EE-4L-6.1, EE-4L-6.1.1, EE-4L-6.2, EE-4L-6.2.1, or EE-4L-6.3. For Choice LTD: EE-4LC-6.1, EE-4LC-6.1.1, EE-4LC-6.2, EE-4LC-6.2.1, or EE-4LC-6.3C or EE-4LC-6.3.1. For Voluntary LTD: EE-4LV-6.1 or EE-4LV-1.1.1, and EE-4LV-6.2 or EE-4LV-6.2.1. For Small Group LTD: EE-4L-6.4SG.

#### EE-4L-6.4SG:

1. The first bracketed 12 months can vary between 6 and 24 months; the increase wording is standard but may be omitted.
2. The bracketed 30% may range from 20-70%.
3. The bracketed maximum duration may range from 6 to 36 months; this entire item may be omitted if the duration will be the same as the plan.
4. The bracketed timeframe in the definition of pre-existing condition may vary from 3 to 12 months.

NOTE: EE-4L-8 is used for all takeover LTD plans except for small group LTD takeover plans which would use EE-4LSG-8.

#### EE-4L-7, EE-4L-8, and EE-4LSG-8

1. The text on these pages will not be included if the plan does not replace a prior insurance plan.

NOTE: Only the appropriate benefit calculation pages will be included, depending on the sold plan design, as follows: EE-4L-9.1 – LTD w/direct offsets, unlimited working benefit incentive. EE-4L-9.2 – LTD w/all sources offset, unlimited working benefit incentive. EE-4L-9.3 – LTD w/direct offsets, limited working benefit incentive. EE-4L-9.4 – LTD w/all sources offset, limited working benefit incentive. EE-4L-9.5(1) and (2) – LTD direct offset w/indexing, limited working benefit incentive.

#### EE-4L-9.1

1. The bracketed “20%” in the first heading may change to an amount from 20-40% (20% is standard).
2. The bracketed “20%-80%” in the 2<sup>nd</sup> heading may change to any amounts between 20 and 80% to match the definition of disability.
3. For total disability definitions of disability, the second bracketed heading and the following paragraph will be deleted.
4. For plans where there are different earnings tests in the definition of disability, the heading for the 2<sup>nd</sup> paragraph will be changed accordingly. For example, if a plan includes an 80% earnings test for the regular occ period of [12-60] months and a 60% earnings test for the any gainful occ period, the heading will be changed to read as follows: **HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN 20% AND 80% OF YOUR PRE-DISABILITY EARNINGS FOR THE FIRST [12-60] MONTHS OF LTD BENEFIT PAYMENTS AND BETWEEN 20% AND 60% OF YOUR PRE-DISABILITY EARNINGS THEREAFTER?**
5. The bracketed “100%” in the 2<sup>nd</sup> Step 2 may vary from 80-100% (100% is standard).

#### EE-4L-9.2

1. The bracketed “20%” in the first heading may change to an amount from 20-40% (20% is standard).
2. The bracketed “20%-80%” in the 2<sup>nd</sup> heading may change to any amounts between 20 and 80% to match the definition of disability.
3. The bracketed “70%” in Step 2 in the first section may change to 60%, 65%, or 75%.
4. The bracketed reference to “100%” in Step 2 in the 2<sup>nd</sup> section may change to an amount from 80-100% (100% is standard).
5. For total disability definitions of disability, the second bracketed paragraph and following text will be deleted.
6. For plans where there are different earnings tests in the definition of disability, the heading for the 2<sup>nd</sup> paragraph will be changed accordingly. For example, if a plan includes an 80% earnings test for the regular occ period of [12-60] months and a 60% earnings test for the any gainful occ period, the heading will be changed to read as follows: **HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN 20% AND 80% OF YOUR PRE-DISABILITY EARNINGS FOR THE FIRST [12-60] MONTHS OF LTD BENEFIT PAYMENTS AND BETWEEN 20% AND 60% OF YOUR PRE-DISABILITY EARNINGS THEREAFTER?**

#### EE-4L-9.3

1. The bracketed “20%” in the first heading may change to an amount from 20-40% (20% is standard).
2. The bracketed “20%-80%” in the 2<sup>nd</sup> heading may change to any amounts between 20 and 80% to match the definition of disability.
3. The bracketed reference to “100%” in Step 2 in the 2<sup>nd</sup> section may change to an amount from 80-100%.
4. The bracketed references to 12 and 24 in the 2<sup>nd</sup> section are variable, in that only one of the options will be shown depending upon the coverage sold on the plan.
5. For plans where there are different earnings tests in the definition of disability, the heading for the 2<sup>nd</sup> paragraph will be changed accordingly. For example, if a plan includes an 80% earnings test for the regular occ period of [12-60] months and a 60% earnings test for the any gainful occ period, the heading will be changed to read as follows: **HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN 20% AND 80% OF YOUR PRE-DISABILITY EARNINGS FOR THE FIRST [12-60] MONTHS OF LTD BENEFIT PAYMENTS AND BETWEEN 20% AND 60% OF YOUR PRE-DISABILITY EARNINGS THEREAFTER?**
6. In the last paragraph, the bracketed reference to 100% may change to an amount from 50% to 100%, and the reference to 50% may be changed to an amount from 50% to 100%.

#### EE-4L-9.4

1. The bracketed “20%” in the first heading may change to an amount from 20-40% (20% is standard).
2. The bracketed “20%-80%” in the 2<sup>nd</sup> heading may change to any amounts between 20 and 80% to match the definition of disability.
3. The bracketed reference to “70%” in Step 2 in the 1<sup>st</sup> section and Step 2 in the last paragraph in the 2<sup>nd</sup> section may change to 60%, 65%, or 75%.
4. The bracketed reference to “100%” in Step 2 of the 2<sup>nd</sup> section may change to an amount from 80-100%.
5. The bracketed references to “12” and “24” months in the 2<sup>nd</sup> section are variable, in that only one of the options will be shown depending upon the coverage sold on the plan.
6. For plans where there are different earnings tests in the definition of disability, the heading for the 2<sup>nd</sup> paragraph will be changed accordingly. For example, if a plan includes an 80% earnings test for the regular occ period of [12-60] months and a 60% earnings test for the gainful occ period, the heading will be changed to read as follows: **HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN 20% AND 80% OF YOUR PRE-DISABILITY EARNINGS FOR THE FIRST [12-60] MONTHS OF LTD BENEFIT PAYMENTS AND BETWEEN 20% AND 60% OF YOUR PRE-DISABILITY EARNINGS THEREAFTER?**
7. In the last paragraph, the bracketed reference to “100%” may change to an amount from 50% to 100% (100% is standard), and the bracketed reference to “50%” may be changed to an amount from 50% to 100% (50% is standard).

EE-4L-9.5(1)

1. The bracketed “20%” in the first heading may change to an amount from 20-40% (20% is standard).
2. The bracketed “20%-80%” in the 2<sup>nd</sup> heading may change to any amounts between 20 and 80% to match the definition of disability.
3. The bracketed references to 12 and 24 months in the 2<sup>nd</sup> section are variable, in that only one of the options will be shown depending upon the coverage sold on the plan.
4. For plans where there are different earnings tests in the definition of disability, the heading for the 2<sup>nd</sup> paragraph will be changed accordingly. For example, if a plan includes an 80% earnings test for the regular occ period of [12-60] months and a 60% earnings test for the gainful occ period, the heading will be changed to read as follows: **HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN 20% AND 80% OF YOUR PRE-DISABILITY EARNINGS FOR THE FIRST [12-60] MONTHS OF LTD BENEFIT PAYMENTS AND BETWEEN 20% AND 60% OF YOUR PRE-DISABILITY EARNINGS THEREAFTER?**

EE-4L-9.5(2)

1. Include only if Indexing is included (page EE-4L-9.5(1)).

EE-4L-10

1. The bracketed 80% in the 2<sup>nd</sup> heading can vary to any amount between 20-80%, depending on the definition of disability. For plans where there are different earnings tests in the definition of disability, the heading for the 2<sup>nd</sup> paragraph will be changed accordingly. For example, if a plan includes an 80% earnings test for the regular occ period of [12-60] months and a 60% earnings test for the gainful occ period, the heading will be changed to read as follows: **IF YOU ARE DISABLED AND WORKING, EARNING MORE THAN 80% OF YOUR PRE-DISABILITY EARNINGS DURING THE FIRST [12-60] MONTHS OF LTD BENEFIT PAYMENTS AND MORE THAN 60% OF YOUR PRE-DISABILITY EARNINGS THEREAFTER, NO PAYMENT WILL BE MADE.**

NOTE: Page EE-4L-11.1 will be used for plans with Full SS integration; Page EE-4L-11.2 will be used for plans with Primary only SS integration. If there is no integration, all of these pages (through EE-4L-15) will be omitted.

EE-4L-11.1, EE-4L-11.2, EE-4L-12, EE-4L-13

1. Items listed in the sections titled WHAT ARE OTHER INCOME AMOUNTS and WHAT ARE NOT OTHER INCOME AMOUNTS may be exchanged or modified according to a policyholder's plan.  
Example: If an employer requests that an item not be included as an other income amount, this item will be removed and will be added in the list of WHAT ARE NOT OTHER INCOME AMOUNTS (EE-4L-15).

EE-4LSG-13:

The entire page is standard text but can be omitted upon policyholder request and Underwriting approval. Item 10 may be included or not, based on Underwriting.

EE-4L-14

1. If items 1, 2 or 3a are removed on page EE-4L-11.1 or EE-4L-11.2, then the bracketed reference on this page is adjusted.

EE-4L-15

1. If items listed in the section WHAT ARE OTHER INCOME AMOUNTS are removed, they may be added to the section WHAT ARE NOT OTHER INCOME AMOUNTS.

EE-4L-16(1) and EE-4L-16(2)

1. The bracketed text for special conditions and the definition for special conditions will not be included if this item is not selected by the employer. Page EE-4L-16(2) will only be included for plans where benefits for special conditions are limited. Some or all of the bracketed items in the definition of special condition may be included.
2. The bracketed 12 and 24 month periods are variable in that only one will be reflected in an employers plan.
3. The duration will either be “lifetime” or “per occurrence.” The appropriate bracketed text will be included.

NOTE: Pages EE-4L-17.1(1) and EE-4L-17.1(2) will be used for plans with no gainful occ period; EE-4L-17.2(1) and EE-4L-17.2(2) will be used for plans with a gainful occ period; EE-4L-17.3(1) and EE-4L-17.3(2) will be used for plans with ADL definition of disability.

EE-4L-17.1(1) and EE-4L-17.1(2)

1. Bracketed reference to "80%" may be changed to any amount from 50-80%.
2. Bracketed items may be excluded, depending on the sold plan design.

EE-4L-17.2(1) and EE-4L-17.2(2)

1. The bracketed "60%" and "80%" earnings tests can vary to any amount between 50 and 80%, depending on the definition of disability.
2. If the earnings tests vary in the definition of disability, then the bracketed text, "during the first [12-60] months" and "after the first [12-60] months" will be included. The number of months in the bracketed [12-60] months will match what is used in the definition of disability.
3. Bracketed items may be excluded, depending on the sold plan design.

EE-4L-17.3(1) and EE-4L-17.3(2)

1. The bracketed [60%] and [80%] earnings tests can vary to any amount between 50 and 80%, depending on the definition of disability.
2. The number of months in the bracketed [12-60] months will match what is used in the definition of disability.
3. Bracketed items may be excluded, depending on the sold plan design.

EE-4L-18

1. The reference to "six" months may change to 3 months (6 months is standard).

NOTE: Page EE-5-1 will be used for plans with LTD only; page EE-5S-1 will be used for plans with STD only or for plans with LTD and STD.

EE-5-1

1. Bracketed text about accepting electronic or telephonic proof may be deleted if not applicable. The appropriate toll-free telephone number will be used.

NOTE: For Section 6, only the appropriate benefits will be included depending on the sold plan design.

EE-6-Summary

NOTE: This page will only be included if a benefit from Section 6 is included in the sold plan design.

EE-6-1

1. The bracketed [\$2,000] may change to an amount between \$1,000 and \$25,000.

EE-6-4

1. The bracketed text [3-6] months may be either 3 or 6 months.
2. The benefit will be either "gross" or "net;" only one bracketed item will be included along with the appropriate defined term.
  3. The bracketed age can vary from 21 to 25 years (25 is standard).

EE-6-6 and EE-6-7

1. The bracketed "permanently and totally disabled" may be changed to "disabled" to match the definition used in the LTD benefit section or may be changed if the definition used under Social security Disability changes.
2. The bracketed "3" months is standard but may change based on an employer's eligibility for their plan.
3. The bracketed percentage may vary between 1% and 15%.
4. If the benefit is subject to a maximum dollar amount, the bracketed text will be included. The bracketed \$2,000 maximum can vary from \$1,000-\$5,000 per month.

5. The last two bracketed paragraphs may be deleted if the definition of disability used does not include these definitions. Also, the bracketed "12" months is standard but may change if the length of time used by the Social Security Disability administration changes.

EE-6-8(1)

1. The bracketed 20% earnings test percentage in the 1<sup>st</sup> and last paragraphs may vary between 20 and 40% (20% is standard).
2. The bracketed 3% benefit may vary between 1 and 5%.

EE-6-8 2 of 2

1. The bracketed text as to when payments cease will not be included if the escalation increases continue through the duration of a claim.
2. The bracketed 20% earnings test percentage may vary between 20 and 40% (20% is standard).

EE-6-9 (5)

1. The bracketed \$2,000 amount shown under WHAT IS THE AMOUNT OF YOUR SPOUSE'S MONTHLY PAYMENT may vary between \$1,000 and \$2,000.

NOTE: Either page EE-6-9-6(a) or EE-6-9-6(b) will be included, depending on the PreX sold for this benefit.

EE-6-9 (6) a or b

1. The bracketed "three" may be any amount from three to twelve.

NOTE: For pages EE-6-11(1) through EE-6-11(3), the bracketed name of the coverage "Additional Catastrophic Disability Coverage" may be changed to match the title of this benefit used in the prior carrier's policy (for example, "Catastrophic Disability Benefit").

EE-6-11 (1)

1. The bracketed text for the coverage effective date for this benefit may vary depending on whether the benefit was included in the policy on the policy effective date, in which case it would read: "...on your effective date under the LTD plan." If the benefit was added later via an amendment, it would include the "later of" wording that is included in brackets.
2. Under "Who pays for the cost of this coverage?" the appropriate bracketed text will be used depending on whether coverage is noncontributory or contributory.

EE-6-11 (2)

1. The 20% benefit is bracketed and can vary between 10-40%; the \$5,000 bracketed maximum can vary between \$2,000-\$5,000.
2. The bracketed text can be deleted if not applicable.

EE-6-11 (3)

1. The bracketed definition of treatment will be excluded if the pre-existing condition exclusion does not apply on Page EE-6-11(2).
2. The bracketed "No Survivor benefits..." sentence is only included if there is a Lump Sum Survivor benefit included for employees.
3. The bracketed "not" will be included if premium is waived for this coverage while the employee is receiving LTD benefits.

EE-6-12

1. The bracketed \$100 amount of the benefit can range from \$100 to \$300 per child with the overall \$3,000 monthly maximum ranging from \$300 to \$600.
2. The bracketed 24 can range from 21 to 26 years of age.

EE-6-13

1. The first bracketed [2] can vary between 1-3 years.
2. The bracketed [\$500] benefit can vary from \$500 - \$1,500.

EE-6-14

1. The bracketed [\$300] maximum can vary between \$250 - \$750.
2. The bracketed [12] month maximum can vary between 12-24 months.

EE-6-15(1) and EE-6-15(2)

1. [1983] is bracketed so that, if the Social Security Act is amended in the future, this year can be updated.
2. The bracketed [\$3,000] maximum can vary from \$1,000 - \$5,000.
3. The bracketed [60] months for the maximum duration of benefits can vary between 24-120 months; 60 months is standard.
4. EE-6-15(2) will only be included if EE-6-15(1) is included.

EE-6-16

1. Bracketed sentence "Services include up to three face-to-face counseling sessions..." is optional.

EE-6SG-18(1):

1. This benefit will be included if sold with the plan.
2. The bracketed occupation will be included, as applicable.
3. The bracketed 24 month maximum can vary between 6 and 24 months.

EE-6SG-18(2):

1. The bracketed 15% can vary between 10 and 25%; the bracketed averaging wording will be included if applicable.
2. The bracketed [\$2,500] maximum may vary from \$2,000 to \$5,000.

EE-6SG-18(3):

1. The bracketed # days will vary as filed.
2. The bracketed [\$2,000-\$5,000] maximum will vary only as filed.
3. The bracketed [6-24] months will vary as filed.

EE-6SG-18(5):

1. The bracketed [1-3] will vary as filed.
2. The bracketed [24] months will vary from 6-24 months.
3. The bracketed occupation will be included, as applicable.

Amendment form NSHDIS 2400

1. This will be used if there is a change in the plan. *Only filed and approved text* from approved Policy NSHDIS 2000 or Certificate NSHDIS 2500 will be used on this form.
2. "Accepted by" language is optional; it can be used if the amendment reduces or eliminates coverage. If used, it is to be signed by the Policyholder as proof of their acceptance of the change.
3. The bracketed number in the title of the form is to be used to indicate what number amendment it is; they will begin with number 1 and go from there in numerical order.

**Definitions of Pre-disability earnings** *(note that all references to “monthly” will be changed to “weekly” for STD coverage)*

1. For Partners:

“Pre-disability earnings” means your average monthly earnings as figured:

1. from the line which shows “net earnings (loss) from self-employment” from Schedule K-1 of the partner’s federal income tax return for the three [ calendar years ] [ tax years ] [ fiscal years ] just prior to the date disability begins; or
2. if you were not a partner during the three years for which the most recent partnership federal income tax return was filed, then your monthly income will be figured for the period of actual employment that you have been a partner.

2. “Pre-disability earnings” means your monthly rate of earnings from the employer in effect just prior to the date disability begins. It does not include commissions, bonuses, overtime and other extra compensation.

3. “Pre-disability earnings” means your monthly rate of earnings from the employer in effect just prior to the date disability begins. It includes earnings from commissions, but not bonuses, overtime pay or other extra compensation.

Commissions received will be averaged for the lesser of:

1. the [12 month] [24 month] [36 month] [1 year] [2 year] [52 week] period of employment just prior to the date disability begins; or
2. the period of employment.

4. “Pre-disability earnings” means your monthly rate of earning from the employer in effect just prior to the date disability begins. It includes earnings from commissions and bonuses, but not overtime pay or other extra compensation.

Commissions and bonuses received will be averaged for the lesser of:

1. the [12 month] [24 month] [36 month] [1 year] [2 year] [52 weeks] period of employment just prior to the date disability begins; or
2. the period of employment.

5. "Pre-disability earnings" means your monthly earnings as figured:
  1. from the W-2 form received from the employer for the calendar year just prior to the date disability begins; or
  2. for the period of employment if no W-2 form was received.
  
6. For school groups:

"Pre-disability earnings" means 1/12th of your annual contract salary in effect just prior to the date disability begins. It does not include bonuses, overtime pay and other extra compensation.
  
7. "Pre-disability earnings" means your average monthly earnings as figured:
  1. from the W-2 form (from the box which reflects wages, tips and other compensation) received from the employer for the calendar year just prior to the date disability begins; and
  2. it also includes your pre-tax contributions to a deferred compensation plan which is defined by a documented, pre-determined formula; or
  3. for the period of employment if no W-2 form was received.
  
8. "Pre-disability earnings" means your average monthly earnings as figured:
  1. from the W-2 form (from the box which reflects wages, tips and other compensation) received from the employer for the calendar year just prior to the date disability begins; or
  2. for the period of employment if no W-2 form was received.
  
9. "Pre-disability earnings" means your monthly rate of earnings from the employer in effect just prior to the date disability begins. It includes your pre-tax contributions to a deferred compensation plan which is defined by a documented, pre-determined formula, but not commissions, bonuses, overtime pay or other extra compensation.

10. "Pre-disability earnings" means your monthly rate of earnings from the employer in effect just prior to the date disability begins. It includes your pre-tax contributions to a deferred compensation plan which is defined by a documented, pre-determined formula and earnings received from [commissions] [bonuses], but not [commissions] [bonuses], overtime pay or other extra compensation.

[Commissions will be averaged for the lesser of:

1. the 12 month period of employment just prior to the date disability begins; or
2. the period of employment. ]

11. "Pre-disability earnings" means:

1. 1/36th of your 'partner' budgeted annual earnings as determined by the employer's written partnership agreement in effect for the three years just prior to the date disability begins. It does not include dividends, interest or return of capital.
2. If you were not a partner during the three years prior to the date disability begins, then your monthly income will be figured for the period of actual employment that you have been a partner.

12. "Pre-disability earnings" means your monthly net profit averaged over:

1. the three most recent years; or
2. the period you have been a sole proprietor, if you have been a sole proprietor for less than three years.

Monthly net profit is figured on form 1040 Schedule C as the gross income less total deductions (other than depreciation), divided by 12.

13. For subchapter S corporations:

"Pre-disability earnings" means your average monthly income from the employer in effect just prior to the date disability begins. It includes income from Schedule K-1 (ordinary income (loss) from trade or business activities) plus depreciation, and your W-2 from the S Corporation just prior to the date disability begins.

Monthly income for K-1 and W-2 income will be averaged over the lesser of :

1. the three most recent years, then divided by 36; or
2. the period of your employment with the employer if you have been employed for less than three years.

**LONG TERM DISABILITY Maximum Payment Durations – additional options**

Social Security Normal Retirement Age

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

Reducing Benefit Duration

<u>Age When Disability Begins</u>	<u>Maximum Payment Duration</u>
Less than age 60	To age 65, but not less than 5 years
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and over	12 months

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<u>Age when Disability Begins</u>	<u>Maximum Payment Duration</u>
Less than age 60	To age 65
60-64	5 years
65-69	To Age 70 but not less than 1 year
70 and over	1 year

**LONG TERM DISABILITY Maximum Payment Duration**

5 Years /Reducing Benefit Duration

<u>Age When Disability Begins</u>	<u>Maximum Payment Duration</u>
Less than Age 60	5 years
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and older	12 months

3 Years /Reducing Benefit Duration

<u>Age When Disability Begins</u>	<u>Maximum Payment Duration</u>
Less than Age 64	3 years
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and older	12 months

2 Years /Reducing Benefit Duration

<u>Age When Disability Begins</u>	<u>Maximum Payment Duration</u>
Less than Age 66	2 years
66	21 months
67	18 months
68	15 months
69 and older	12 months