YOUR SHORT TERM DISABILITY INCOME INSURANCE PLAN

# For Employees of Sierra View Medical Center

All Active Full Time Senior Management Employees

### GROUP SHORT TERM DISABILITY INCOME INSURANCE CERTIFICATE OF COVERAGE

### **RELIASTAR LIFE INSURANCE COMPANY**

20 Washington Avenue South, Minneapolis, Minnesota 55401

Claims: 888-305-0602 Customer Service: 800-537-5024

POLICYHOLDER:	Sierra View Medical Center
GROUP POLICY NUMBER:	70789-9STD2
POLICY EFFECTIVE DATE:	January 1, 2023
POLICY ANNIVERSARY DATE:	January 1
GOVERNING JURISDICTION:	California

ReliaStar Life Insurance Company certifies that we have issued the group Policy listed above to the Policyholder. The Policy is available for you to review if you contact the Policyholder for more information. Subject to the provisions of this Certificate, we certify that eligible Employees are insured for the benefits described in this Certificate. This is your Certificate as long as you are eligible for coverage and you become insured. Please read it carefully and keep it in a safe place.

This Certificate summarizes and explains the parts of the Policy which apply to you, if you are an eligible Employee as defined. The Certificate is part of the group Policy but by itself is not a Policy. This Certificate replaces any other Certificates we may have given you under the Policy. Your coverage may be changed under the terms and conditions of the Policy. The Policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. Your rights and benefits under the Policy will not be less than those stated in your Certificate.

For purposes of effective dates and ending dates under the Policy, all days begin at 12:01 a.m. standard time at the Policyholder's address and end at 12:00 midnight standard time at the Policyholder's address.

In this Certificate, "you" and "your" refer to an Insured Person who is an Employee who is eligible for coverage under the Policy; "we", "us" and "our" refer to ReliaStar Life Insurance Company.

**READ THIS CERTIFICATE CAREFULLY!** Insurance benefits may be subject to certain requirements, reductions, limitations and exclusions.

If you are age 65 or older on the effective date of any coverage under the group Policy for which you are required to pay all or part of the premium, then you have 30 days from the date you receive your initial Certificate to cancel your coverage and have your full premium contribution refunded, by returning this Certificate to the Policyholder for cancelation without claim.

#### **GROUP DISABILITY INCOME INSURANCE**

Group disability income insurance provides benefits to replace a portion of your income while you are Disabled. The amount you receive is based on the amount you earned before your Disability began, subject to all Policy provisions. Group insurance covers a group of persons under a single policy issued to a group policyholder. Premiums for disability income insurance are Non-Contributory by Insured Persons.

Signed for ReliaStar Life Insurance Company at its home office in Minneapolis, Minnesota on the Policy Effective Date.

Robert L. Grubka President

Melissa A. O'Donnell Secretary

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Policyholder's Contact Information: Sierra View Medical Center, 465 Putnam Avenue, Porterville, CA 93257 California Insurance Department Phone Number: (800) -927-4357

#### **CONSUMER NOTICE**

# IF YOU HAVE A QUESTION ABOUT YOUR POLICY, IF YOU NEED ASSISTANCE WITH A PROBLEM, OR IF YOU HAVE QUESTIONS ABOUT A CLAIM, YOU MAY WRITE OR CALL US AT: CUSTOMER SERVICE 800-537-5024

# CLAIMS DEPARTMENT: 300 SOUTHBOROUGH DRIVE, SUITE 200, SOUTH PORTLAND MAINE, 04106-6419 888-305-0602

#### YOU WILL NEED TO PROVIDE YOUR POLICY NUMBER WITH ANY COMMUNICATION.

IF YOU DO NOT REACH A SATISFACTORY RESOLUTION AFTER HAVING DISCUSSIONS WITH US, OR OUR AGENT OR REPRESENTATIVE, OR BOTH, YOU MAY CONTACT THE FOLLOWING UNIT WITHIN THE DEPARTMENT OF INSURANCE THAT DEALS WITH CONSUMER AFFAIRS:

**California Department of Insurance** 

**Consumer Communications Bureau 300** 

South Spring Street, South Tower Los Angeles, California 90013

Outside Los Angeles: 1-800-927-HELP (1-800-927-4357)

Los Angeles: (213) 897-8921

# SCHEDULE OF BENEFITS

#### EMPLOYER: GROUP POLICY NUMBER:

Sierra View Medical Center 70789-9STD2

You must write your name in the space provided below so that it becomes your Certificate of Coverage. Your effective date of insurance is reflected in your benefit information statement. The date you are eligible for coverage is described in the General Provisions Section.

#### EMPLOYEE NAME:

#### **ELIGIBLE CLASS(ES)**

All Full Time Senior Management Employees in Active Employment with the Employer in the United States.

You must be an Employee of the Employer and in an eligible class.

Temporary workers are excluded from coverage. Seasonal workers are excluded from coverage.

#### MINIMUM HOURS REQUIREMENT

Employees must work at least: 30 hours per week

#### **ELIGIBILITY WAITING PERIOD**

For persons in an eligible class on or before the Policy Effective Date: End of month in which You begin Active Employment.

For persons entering an eligible class after the Policy Effective Date: End of month in which You begin Active Employment.

#### REHIRE

If your employment with the Employer ends and you are rehired within 12 months, your previous Active Employment while in an eligible class will apply toward the Eligibility Waiting Period. All other Policy and Certificate provisions apply.

#### WAIVER OF ELIGIBILITY WAITING PERIOD

If you have been continuously employed by the Employer for a period of time equal to or greater than your Eligibility Waiting Period, we will waive your Eligibility Waiting Period when you enter an eligible class.

#### **CREDIT FOR PRIOR SERVICE**

We will apply any prior period of work with the Employer toward the Eligibility Waiting Period to calculate your eligibility date.

#### WHO PAYS FOR THE COVERAGE

The Employer pays the cost of your coverage.

#### **ELIMINATION PERIOD**

14 consecutive days.

The elimination period begins on the first day of your Disability.

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

#### MAXIMUM BENEFIT

The Maximum Benefit is: \$3230 per week.

#### WEEKLY BENEFIT

60% of Weekly Pre-Disability Earnings to a Maximum Benefit of \$3230 per week.

Your benefit may be reduced by any Benefit Reductions and Disability Earnings. Disabilities may be subject to the Exclusions and Limitations provisions contained in this Certificate.

#### WEEKLY PRE-DISABILITY EARNINGS

Weekly Pre-Disability Earnings means your gross weekly income from your Employer in effect just prior to your date of Disability. It includes your total income before taxes and any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, flexible spending account or health savings account. It does not include income received from commissions, bonuses, overtime pay, any other extra compensation, or income received from sources other than your Employer.

Pre-Disability Earnings, whether for a full year or partial year, will be converted to a weekly amount for the purpose of calculating the Weekly Payment.

#### MAXIMUM PERIOD OF PAYMENT

24 weeks

#### SUPPORT SERVICES

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

# DEFINITIONS

Active Employment means you are working for the Employer for earnings that are paid regularly and you are performing the Substantial and Material Acts of your Usual Occupation. You must be working at least the minimum number of hours as described under the MINIMUM HOURS REQUIREMENT shown in the SCHEDULE OF BENEFITS.

To be in active employment your work site must be:

- The Employer's usual place of business;
- An alternative work site at the direction of the Employer, including your home; or
- A location to which your job requires you to travel.

We will consider you to be in active employment on personal holidays, weekends, holidays, planned vacations that your Employer has approved in advance and during a temporary business closure not to exceed 15 day(s) if you were in active employment on the last scheduled work day immediately prior to such time off. A temporary business closure includes a closure due to inclement weather, power outage or public health agency orders.

Temporary workers are excluded from coverage. Seasonal workers are excluded from coverage.

**Open Enrollment Period** means a period of time before the beginning of the Policy Anniversary Date.

Appropriate Care means following your initial claim payment that both of the following are true:

- You visit a Treatment Provider as frequently as medically required according to standard medical practice to effectively treat and manage your Disabling condition(s).
- You receive care or treatment for the Disabling condition(s), conforming with standard medical practice, by a Treatment Provider whose specialty is in or who is experienced treating the Disabling condition(s) according to standard medical practice.

**Benefit Reductions** means income from other sources as listed in the Certificate which you receive or are eligible to receive while you are Disabled. This income will be subtracted from your Gross Weekly Payment.

**Certificate** means the document that explains the parts of the Policy which apply to eligible Insured Persons. It may include riders, endorsements or amendments.

**Child** means a biological, adopted, or foster son or daughter, stepchildren, a legal ward, a son or daughter, or a person for whom you have a legal responsibility to take on the functions and responsibilities of a parent.

If the Certificate is delivered in a state different from the governing jurisdiction of the Policy, the Certificate shall, if required, comply with the applicable civil union, domestic partnership, marriage or other family or domestic relations law of the state in which the Certificate is delivered.

**Contributory** means insurance for which the Policyholder requires you to pay all or a portion of the Premium.

Disability, Disabled or Disabling means you are Totally Disabled or Partially Disabled.

Disability Earnings means the earnings which you receive while you are Disabled and working.

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

**Eligibility Waiting Period** means the continuous period of time (shown in the SCHEDULE OF BENEFITS) that you must be in Active Employment in an eligible class before you are eligible for coverage under the Policy.

**Employee** means a person who is a citizen or legal resident of the United States in Active Employment with the Employer in the United States.

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

**Evidence of Insurability** means your affirmation, on a form provided to us, of various factors that we will use to determine if you are approved for coverage. Those factors may include, but are not limited to, your medical history and treatment, driving record, and/or family medical history. We may also, at our expense, request additional information to determine your eligibility for coverage.

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

Gross Weekly Payment means your benefit before any reduction for Benefit Reductions and Disability Earnings.

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

**Injury** means physical harm or damage to the body. Injury that occurs before you are covered under the Policy will be treated as a Sickness.

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

**Maximum Benefit** means the total weekly benefit amount for which you are insured under the Policy subject to all Policy provisions.

**Maximum Period of Payment** means the longest period of time we will make payments to you for any one period of Disability.

**Minimum Payment** means the least weekly disability amount payable under the Policy.

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

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

**Partial Disability and Partially Disabled** means you are not Totally Disabled and that while actually working in your Usual Occupation, as a result of Sickness or Injury, you are unable to earn 80% or more of your Pre-Disability Earnings.

This definition does not apply if you are Totally Disabled. This definition is used to calculate the amount of your Weekly Payment under the Policy.

The elimination period may be satisfied by combining days of Total Disability and Partial Disability. You do not need to be Totally Disabled before being considered Partially Disabled.

**Part-time Basis** means the ability to work and earn from 20% through 80% of your Weekly Earnings. Ability is based on capacity and not market availability.

Payable Claim means a claim for which we are liable under the terms of the Policy.

**Policy** means the Written group insurance contract between us and the Policyholder.

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

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

**Recurrent Disability** means a Disability for which both of the following are true:

- It is caused by a worsening in your condition.
- It is due to the same cause(s) as your prior Disability for which we made a Weekly Payment.

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

**Sickness** means illness, disease, physical condition, pregnancy or complications due to pregnancy. Disability resulting from sickness must begin while you are covered under the Policy.

**Signed** means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

**Spouse** means your lawful spouse or any other person recognized as your spouse under the civil union, domestic partnership, marriage or other family or domestic relations law of the governing jurisdiction.

If you reside in a State different from the governing jurisdiction of the Policy, the Certificate shall, if required, comply with the applicable civil union, domestic partnership, marriage or other family or domestic relations law of the State in which you reside.

**Substantial and Material Acts** means acts that are normally required for the performance of your Usual Occupation and cannot be reasonably omitted or modified.

**Third Party** means any person or entity whose act or omission, in full or in part, caused you to suffer a Disability for which benefits are paid or payable under the Policy. Third party also includes your homeowners or other insurance company if they make payment to you because of the acts or omissions of another person or entity.

**Treatment Provider** means a person performing tasks that are within the limits of his or her medical license, and also meets one of the following requirements:

- Is licensed to practice medicine and prescribe and administer drugs or to perform surgery.
- Has a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients.
- Is a legally qualified medical practitioner according to the laws and regulations of the jurisdiction where treatment occurred.

We will not recognize you or your family members including, but not limited to: Spouse, children, parents, including inlaws, or siblings, including in-laws, or a business or professional partner, or any person who has a financial affiliation or business interest with you as a doctor for a claim that you send to us. **Total Disability or Totally Disabled** means that as a result of Sickness or Injury you are unable to perform with reasonable continuity the Substantial and Material Acts necessary to pursue your Usual Occupation and you are not working in your Usual Occupation.

**Usual Occupation** means any employment, business, trade or profession you were regularly performing for your Employer when the Disability began. Usual Occupation is not necessarily limited to the specific job you performed for your Employer.

Vocational Rehabilitation Plan means a Written plan that a vocational rehabilitation professional, designated by us.

**Weekly Pre-Disability Earnings** means your gross weekly income from your Employer as stated in the SCHEDULE OF BENEFITS.

**Weekly Payment** means your benefit after any Benefit Reductions and Disability Earnings have been subtracted from your Gross Weekly Payment.

Written or Writing means a record which is on or transmitted by paper, electronic or telephonic media and which is consistent with applicable law.

# **GENERAL PROVISIONS**

#### ELIGIBILITY

If you are working for the Employer in an eligible class (shown in the SCHEDULE OF BENEFITS), the date you are eligible for coverage is the later of the following:

- The Policy Effective Date.
- The day after you complete your Eligibility Waiting Period, unless waived. **Exception:** If your Eligibility Waiting Period ends on the first day of the month, the eligibility date is the day you complete your Eligibility Waiting Period.

#### ENROLLMENT

No enrollment is required for Non-Contributory coverage.

#### **ENTIRE CONTRACT**

The insurance for Insured Persons is provided under a contract of group disability income insurance with the Policyholder, and the entire contract with the Policyholder consists of:

- All Policy provisions and any amendments and endorsements to the Policy;
- The signed application of the Policyholder;
- The signed enrollment forms, if any;
- The signed Evidence of Insurability form, if any; and
- This Certificate and any riders and amendments and endorsements to this Certificate.

No change in this Certificate shall be valid unless approved by an executive officer of ReliaStar Life Insurance Company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Certificate or to waive any of its provisions.

#### **EFFECTIVE DATE OF COVERAGE**

You will be covered at 12:01 a.m. standard time at the Policyholder's address on the date you are eligible for coverage.

#### **EFFECTIVE DATE OF CHANGES TO COVERAGE**

Once your coverage begins, any increased or additional coverage will take effect on the latest of the following:

- The date of the increased or additional coverage, if you are in Active Employment.
- The date you return to Active Employment, if you are not in Active Employment due to Injury or Sickness.
- The Policy Anniversary Date following the Open Enrollment Period.

As it applies to this provision, additional coverage includes increases in your weekly benefit and other changes that may impact when or for how long benefits are payable.

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

#### **TERMINATION OF COVERAGE**

Your coverage under the Policy ends on the earliest of the following dates:

- The date the Policy terminates.
- The date you are no longer in an eligible class.
- The date your eligible class is no longer covered.
- The end of the Policyholder's grace period, if the Policyholder does not remit Premium to us by the end of such period.
- The last day you are in Active Employment.

Cancellation of your coverage will be without prejudice to any Payable Claim which begins prior to the effective date of such cancellation.

Upon your return to Active Employment following active military service, and while coverage is in force for Employees under the Policy, we will reinstate your coverage in accordance with the requirements of the federal Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended.

#### POLICY TERMINATION

The Policy can be terminated either by us or by the Policyholder.

We may terminate the Policy for any of the following reasons:

- There is less than 5% participation of those eligible persons who pay all or part of their Premium for the Policy.
- The Policyholder fails to provide us with the information required within the MAINTAINING RECORDS provision contained in the Policy.
- Fewer than 25 persons are insured under the Policy.
- The Premium is not paid in accordance with the provisions of the Policy.
- There is a 15% change in the number of lives, or a significant change in the occupation or age of the eligible class(es) as a result of a corporate transaction such as a merger, divestiture, acquisition, sale or reorganization of the Policyholder and/or its persons.
- We stop providing the type of coverage under this Policy to all groups in the Policy issue state.

We may terminate all class(es) covered under the Policy if any class(es) cease(s) to be covered.

If the Policyholder fails to pay the full Premium due by the end of the grace period, the Policy will terminate according to the GRACE PERIOD provision.

If we terminate the Policy for reasons other than the Policyholder's failure to pay Premiums, Written notice will be mailed to the Policyholder at least 60 days prior to the termination date.

The Policyholder may terminate the Policy by Written notice delivered to us at our home office at least 31 days prior to the termination date. When both the Policyholder and we agree, the Policy can be terminated on an earlier date.

If the Policyholder or we terminate the Policy, coverage will end at 12:00 midnight standard time at the Policyholder's address on the termination date.

If the Policy is terminated, the cancellation will be without prejudice to any Payable Claim which begins prior to the effective date of such termination.

#### **GRACE PERIOD**

The Policyholder has a grace period of 45 days for the payment of any Premium due except the first. During the grace period the Policy will remain in force. If full payment is not received by us by the end of the grace period, the Policy will automatically terminate at the end of the grace period. The Policyholder is required to pay a pro rata Premium for any period the Policy was in force during the grace period. There is no grace period if the Policyholder gives us advance Written notice of termination, or if we have given the Policyholder advance Written notice of termination as described under the POLICY TERMINATION provision.

#### **REPRESENTATIONS NOT WARRANTIES**

Any statements the Policyholder and you make in an application shall, in the absence of fraud, be deemed representations and not warranties. No statement made by you will be used to reduce or deny any claim or to cancel your coverage unless both of the following are true:

- the statement is in Writing and is Signed by you; and
- a copy of that statement is given to you or your beneficiary, or your personal representative.

#### TIME LIMIT ON CERTAIN DEFENSES

No claim for loss incurred or Disability commencing after two years from your effective date of the insurance coverage with respect to which the claim is made shall be reduced or denied on the ground that a disease or physical condition, not excluded from coverage by name or specific description effective on the date of loss, had existed prior to the effective date of the coverage with respect to which the claim is made.

#### CLERICAL ERROR

Clerical error or omission by us or by the Policyholder will not:

- Prevent you from receiving benefits or coverage, if you are entitled to benefits or coverage under the terms of the Policy.
- Cause benefits or coverage to begin or continue for you when the benefits or coverage would not otherwise be due or effective.

If the Policyholder gives us information about you that is incorrect, we will do both of the following:

- Use the facts to decide whether you are entitled to benefits or eligible for coverage under the Policy and in what amounts.
- Make a fair adjustment of the Premium.

#### **MISSTATEMENT OF AGE**

If your age has been misstated, all amounts payable to you under this Certificate shall be such as the premium paid would have purchased at the correct age.

#### AGENCY

For purposes of the Policy, the Policyholder acts on its own behalf or as your agent. Under no circumstances will the Policyholder be deemed our agent.

#### **CHANGES TO POLICY OR CERTIFICATE**

The terms and provisions of the Policy, Certificate or any Evidence of Insurability form, rider, endorsement or amendment issued under it, may be changed at any time without the consent of Insured Persons or anyone else with a beneficial interest in the Policy. We will issue Evidence of Insurability forms, riders, endorsements or amendments to effect such changes, and only those forms Signed by one of our executive officers will be valid. Any Evidence of Insurability form, rider, endorsement or amendment added to the Policy after the date of issue that eliminates or reduces benefits or rights under the Policy shall require signed acceptance by the Policyholder. We will provide a copy of the Evidence of Insurability form, rider, endorsement or amendment to the Policyholder for attachment to the Policy, and also for the Employees if the change affects the Certificate(s).

Evidence of Insurability forms, riders, endorsements and amendments are subject to prior approval by the California Department of Insurance. An Evidence of Insurability form, rider, endorsement or amendment will not affect the insurance provided under the Certificate(s) until the effective date of the change, unless retroactivity is required by the applicable regulatory body.

No agent, representative or employee of ours or of any other entity may change or waive the terms of the Policy, or of any Certificate, rider, endorsement or amendment issued under it, except in a Writing, Signed by one of our executive officers and endorsed or attached to the Policy.

If there is a conflict between the terms of this Certificate or any attached rider, endorsement or amendment and the Policy, the Policy controls.

# **DISABILITY BENEFITS**

We will pay a benefit as shown on the SCHEDULE OF BENEFITS if you become Disabled and qualify to receive benefits. The benefit payable is based on the SCHEDULE OF BENEFITS in effect on the day you become Disabled.

#### **ELIMINATION PERIOD**

You must be continuously Disabled through your elimination period. Your elimination period is as stated in the SCHEDULE OF BENEFITS and is the period of continuous Disability you must satisfy before you are eligible to receive benefits under the Policy.

We will consider your Disability to be continuous if your Disability stops during the elimination period for 5 days or less. The days that you are not Disabled will not count toward your elimination period.

The elimination period begins on the first day of your Disability.

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

#### SATISFYING YOUR ELIMINATION PERIOD IF YOU ARE WORKING

If you are working while you are Disabled, the days you are Disabled will count toward your elimination period.

#### WHEN YOU RECEIVE PAYMENTS

You will begin to receive payments when we approve your claim, provided the elimination period has been met and you are Disabled. We will send you a Weekly Payment at the end of each week for any period for which we are liable.

After the elimination period, if you are Disabled for less than one week, we will send you 1/7<sup>th</sup> of your Weekly Payment for each day of your Disability.

### AMOUNT OF PAYMENT

#### A. IF YOU ARE TOTALLY DISABLED

We will follow this process to figure your payment:

- 1. Multiply your Weekly Pre-Disability Earnings by 60%
- 2. The Maximum Benefit as shown in the SCHEDULE OF BENEFITS.
- 3. Compare the answers from Step 1 and Step 2. The lesser of these two amounts is your Gross Weekly Payment.
- 4. Subtract from your Gross Weekly Payment any Benefit Reductions.

The amount figured in Step 4 is your Weekly Payment. If this amount is less than the Minimum Payment amount under the Policy, your payment will be subject to the MINIMUM PAYMENT provision.

Your Weekly Payment will be the weekly benefit amount for which Premium is being paid.

# B. IF YOU ARE PARTIALLY DISABLED AND YOUR DISABILITY EARNINGS ARE LESS THAN 20% OF YOUR PRE-DISABILITY EARNINGS

If you are Partially Disabled and your Disability Earnings are less than 20% of your Pre-Disability Earnings, we will not reduce your payment by your Disability Earnings. Your Weekly Payment will be calculated as if you are Totally Disabled.

# C. IF YOU ARE PARTIALLY DISABLED AND YOUR DISABILITY EARNINGS ARE AT LEAST 20% BUT LESS THAN OR EQUAL TO 80% OF YOUR WEEKLY PRE-DISABILITY EARNINGS

You will receive payments based on the percentage of income you are losing due to your Disability. We will follow this process to calculate your Weekly Payment:

- 1. Subtract your Disability Earnings from your Weekly Pre-Disability Earnings.
- 2. Divide the answer in Step 1 by your Weekly Pre-Disability Earnings. The result is your percentage of lost earnings.
- 3. From your Gross Weekly Payment, subtract any Benefit Reductions.
- 4. Multiply the answer in Step 2 by the answer in Step 3.

The answer in Step 4 is your Weekly Payment. If this amount is less than the Minimum Payment amount under the Policy, your payment will be subject to the MINIMUM PAYMENT provision.

# D. IF YOU'RE DISABLED AND WORKING, AND YOUR DISABILITY EARNINGS ARE MORE THAN 80% OF YOUR WEEKLY PRE-DISABILITY EARNINGS

If you are working and your Disability Earnings are more than 80% of your Weekly Pre-Disability Earnings, no benefit will be payable.

We may require you to send proof of your weekly Disability Earnings each week. We will adjust your payment based on your weekly Disability Earnings. As part of your proof of Disability Earnings, we can require that you send us financial records that are necessary to substantiate your income.

#### IF YOUR DISABILITY EARNINGS FLUCTUATE

If your Disability Earnings routinely fluctuate from week to week, we may average your Disability Earnings over the most recent twelve weeks to calculate whether your claim is eligible to continue.

If we average your Disability Earnings, we will not terminate your claim unless the average of your Disability Earnings from the last twelve weeks exceeds 80% of your Weekly Pre-Disability Earnings.

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

#### TOTAL BENEFIT CAP

If you are eligible to receive benefits under the Policy in addition to the Weekly Payment, the total benefit payable to you on a weekly basis (including all benefits provided under the Policy) will not exceed 100% of your Weekly Pre-Disability Earnings. However, if you are participating in a Vocational Rehabilitation Plan, the total benefit payable to you on a weekly basis (including all benefits provided under the Policy) will not exceed 110% of your Weekly Pre-Disability Earnings.

#### **BENEFIT REDUCTIONS**

The following are Benefit Reductions:

- The amount that you receive, or are eligible to receive, as disability income payments under any:
  - Federal, state or local (including the District of Columbia) compulsory benefit act or law.
  - Governmental retirement system as a result of your job with your Employer.
- The amount you receive under The Jones Act, the Maritime Doctrine of Maintenance and Cure or the Doctrine of Unseaworthiness.
- The amount you receive for lost income from a Third Party (after subtracting attorney's fees) by award, judgment, settlement or otherwise. If the award, judgment or settlement does not specify the lost income amount, we will estimate the amount using a percentage of the total amount received based on your Weekly Earnings, prorated to cover the period for which the award, judgment or settlement was made.
- The amount you receive under any Salary Continuation or Accumulated Sick Leave plan; paid Family and Medical Leave plan; sick pay, vacation pay, severance or other similar paid time off plan.
- The amount that you:
  - Receive as Disability payments under your Employer's Retirement Plan;
  - Voluntarily elect to receive as retirement payments under your Employer's Retirement Plan; or
  - Receive as retirement payments when you reach the later of age 62 or normal Retirement age, as defined in your Employer's Retirement Plan.

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

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

Regardless of how the retirement funds from the Retirement Plan are distributed, we will consider the Employer and Employee contributions to be distributed simultaneously throughout your lifetime. Amounts received do not include amounts rolled over or transferred to any eligible Retirement Plan. We will use the definition of eligible Retirement Plan as defined in Section 402 of the Internal Revenue Code including any future amendments which affect the definition.

- The amount that you, your Spouse and your children receive, or are eligible to receive, as disability payments because of your Disability under:
  - The United States Social Security Act.
  - The Canada Pension Plan.
  - The Quebec Pension Plan.
  - Any similar plan or act.
- The amount that you receive as retirement payments or the amount your Spouse and your children receive as retirement payments because you are receiving retirement payments under:
  - The United States Social Security Act.
  - The Canada Pension Plan.
  - The Quebec Pension Plan.
  - Any similar plan or act.
- The amount you earn or receive from any form of employment, but only to the extent that your Gross Weekly Payment and Disability Earnings exceed 100% of Your Weekly Pre-Disability Earnings. We will subtract the amount in excess of 100% from your Gross Weekly Payment. If you have income from secondary employment, and such employment began prior to your date of Disability, the amount of income you were receiving from that secondary employment before your Disability began is not a Benefit Reduction. Any increase in income from that secondary employment occurring after your date of Disability is a Benefit Reduction. The amount that you receive, or are eligible to receive, under:
  - Temporary Disability benefits under a workers' compensation law.
  - Disability benefits under any other occupational disease law or law with similar intent.

With the exception of retirement payments, amounts received from any form of employment, we will only subtract Benefit Reductions which are payable as a result of the same Disability.

We will not reduce your payment by your Social Security retirement income if your Disability begins after age 65 and you were already receiving Social Security retirement payments.

#### COST OF LIVING INCREASES FOR BENEFIT REDUCTIONS

Other than for increases in any income you earn from any form of employment, once we have subtracted any Benefit Reductions from your Gross Weekly Payment, we will not further reduce your payment due to a cost of living increase from that source.

#### WE MAY ESTIMATE YOUR ENTITLEMENT TO PAYMENT FROM OTHER SOURCES

If you qualify for benefits from any of the following sources, you must apply for such benefits and pursue them with reasonable diligence:

- Disability income payments under any Federal, state or local (including the District of Columbia) compulsory benefit act or law.
- Disability payments for you and your Spouse and your children because of your Disability under any of the following:
  - The United States Social Security Act;
  - The Canada Pension Plan;
  - The Quebec Pension Plan;
  - Any similar plan or act.

• Disability Payments as a result of any action brought under the Jones Act the Maritime Doctrine of Maintenance and Cure or the Doctrine of Unseaworthiness.

We will estimate your entitlement to these benefits, and provide you with a Written explanation of our estimate. We can reduce your benefit under the Policy by the estimated amounts, if we have a reasonable, good faith belief that you are entitled to such benefits and a means of reasonably estimating the amount payable, and either of the following is also true:

- you do not apply for such benefits.
- you have failed to pursue the benefits with reasonable diligence.

If your Gross Weekly Payment has been reduced by an estimated amount, your Gross Weekly Payment will be adjusted when we receive either of the following:

- Proof of the amount awarded; or
- Proof that benefits have been denied and all appeals have been completed. In this case, a lump sum refund of the estimated amount will be made to you.

If you receive a lump sum payment from any Benefit Reductions, the lump sum will be prorated on a monthly basis over the time period for which the sum was given. If no time period is stated, the sum will be prorated on a monthly basis from the date of the award over your expected lifetime.

#### INCOME WHICH WILL NOT REDUCE YOUR BENEFIT

We will not subtract from your Gross Weekly Payment income you receive from the following:

- 401(k) plans, 403(b) or 457 qualified deferred contribution 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 plans.
- Franchise Disability income plans.
- Individual Disability plans paid for by the Insured Person other than through payroll deduction.
- A retirement plan from another employer.
- Individual retirement accounts (IRA).
- Any other group policy issued to the Employer by us.

#### **MINIMUM PAYMENT**

The Minimum Payment each week for a Payable Claim is \$25.

We will not apply this amount to recover any outstanding overpayment.

#### **DURATION OF PAYMENTS**

We will send you a payment each week up to the Maximum Period of Payment. Your Maximum Period of Payment is stated in the SCHEDULE OF BENEFITS and will be paid during a continuous period of Disability.

#### WHEN PAYMENTS END

We will stop sending you payments and your claim will end on the earliest of the following:

- The end of the Maximum Period of Payment.
- The date you are no longer Disabled under the terms of the Policy.
- The date you fail to submit proof of continuing Disability, according to the PROOF OF LOSS provision.
- The date you are no longer under the Appropriate Care of a Treatment Provider.
- The date you die.
- The date your Disability Earnings exceed 80% of your Weekly Pre-Disability Earnings.

We will not pay a benefit for any period of Disability during which you are incarcerated.

#### **RECURRENT DISABILITY**

If you have a Recurrent Disability, and after your prior Disability ended, you returned to work for your Employer for 14 consecutive days or less, we will treat your Disability as part of your prior claim and you do not have to complete another elimination period.

Your Weekly Payment will be based on your Weekly Earnings as of the date of your initial claim.

Your Disability, as outlined above, will be subject to the same terms of this Policy as your prior claim.

Your Disability will be treated as a new claim if your current Disability:

- Is unrelated to your prior Disability; or
- After your prior Disability ended, you returned to work for your Employer for more than 14 consecutive days.

The new claim will be subject to all of the provisions of the Policy and you will be required to satisfy a new elimination period.

If the Policy terminates, you will no longer be eligible for coverage under the Policy.

#### **VOCATIONAL REHABILITATION**

Your participation in a Vocational Rehabilitation Plan is voluntary. Your claim file will be reviewed by a vocational rehabilitation professional to determine if rehabilitation services might help you return to gainful employment. As your file is reviewed, medical and vocational information will be analyzed to create a return to work plan. In order to be eligible for participation in a Vocational Rehabilitation Plan, you must be medically able to participate in a return to work plan. If you are eligible for vocational rehabilitation services, we will provide you with a Written Vocational Rehabilitation Plan developed specifically for you.

# **EXCLUSIONS AND LIMITATIONS**

#### EXCLUSIONS

The Policy does not cover any Disability caused by, substantially contributed to by, or resulting from:

- Commission of or attempt to commit a felony.
- Engaging in any illegal occupation, work or employment.
- Operating a motorized vehicle while under the influence of alcohol as evidenced by a blood alcohol level at or in excess of the state legal intoxication limit.
- Intentionally self-inflicted harm.
- Attempted suicide, while sane or insane.
- Participation in a war, declared or undeclared, or any act of war.
- Active duty as a member of the armed forces of any nation.
- Active participation in a riot, insurrection or terrorist activity.
- Voluntary intake of any narcotic or other controlled substance, unless the narcotic or controlled substance is taken under the direction of and as directed by a Treatment Provider.
- Cosmetic surgery except when required for your Appropriate Care as a result of your Injury or Sickness; cosmetic surgery shall not include (1) reconstructive surgery when the surgery is incidental to or follows surgery resulting from trauma, infection or other diseases of the involved part, and (2) reconstructive surgery because of congenital disease or anomaly resulting in a functional defect and (3) surgery necessitated by gender dysphoria.

The loss of a professional or occupation license or certificate does not, itself, constitute Disability.

# CLAIMS

#### NOTICE OF CLAIM

Written notice of your claim must be given to us within 30 days after the date your Disability begins, or as soon thereafter as is reasonably possible. The notice may be given by or on behalf of the claimant to us at: Claims Department, 300 Southborough Drive, Suite 200, South Portland, ME 04106-6419, or to our authorized agent, with information sufficient to identify you, shall be deemed notice to us. Failure to give notice within this timeframe will not invalidate or reduce any Payable Claim if it can be shown that it was not reasonably possible to give such notice within that time and the notice was given as soon as reasonably possible after the date your Disability begins.

#### **CLAIM FORM**

The claim form is available from the Employer or you can request a claim form from us. If you do not receive the form from us within 15 days of your request, you may send us Written proof of claim without waiting for the form. If such Written proof covers the requirements described below for proof of claim, within the time period below for proof of claim, you will be deemed to have complied with the requirements for providing proof of loss.

The claim form(s) requires completion by you and the Employer and your attending Treatment Provider. The completed form(s) and any attachments indicated on the form(s) as required should be sent directly to us at the address indicated on the form.

#### **PROOF OF LOSS**

Written proof of loss must be furnished to us, in case of claim for loss for which the Policy provides any periodic payment contingent upon continuing loss, within 90 days after the termination of the period for which we are liable, and in case of claim for any other loss, within 90 days after the date of such loss. Failure to submit such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of your legal capacity, later than one year from the time proof is otherwise required.

Your proof of loss, provided at your expense includes:

- The date your Disability began.
- The cause of your Disability.
- The appropriate documentation of your earnings and your activities.
- The extent of your Disability, including restrictions and limitations preventing you from performing your Usual Occupation.
- The names and addresses of all Hospitals, Health Facilities and Institutions where you received treatment.
- The names and addresses of all Treatment Providers with whom you were treated.
- Documentation of prior disability coverage, if applicable.

#### **CONTINUING PROOF OF LOSS**

Once we approve your claim you will be asked to provide evidence of continuing Disability at reasonable intervals based on your condition. Evidence of continuing Disability means documentation of your condition that is sufficient to allow us to verify whether you are still Disabled. Upon request, you will be asked to provide evidence of continuing Disability within 60 days. If evidence is not provided within that period of time, we will contact your Treatment Provider in an effort to obtain the necessary documentation. If you do not submit evidence of continuing Disability and we are unable to obtain the necessary documentation from your Treatment Provider or from a reasonably requested examination by a Treatment Provider of our choice, your payments will end. Upon receipt of evidence of continuing Disability, benefit payments will resume subject to the terms of the Policy. We will send you a payment for any period for which we are liable. You or your Employer must notify us immediately when you return to work in any capacity.

#### TIME OF PAYMENT OF CLAIM

Indemnities payable under the Policy for any loss other than loss for which the Policy provides periodic payments will be paid as they accrue immediately upon receipt of due Written proof of loss. Subject to due Written proof of loss, all accrued indemnity for loss for which the Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due Written proof of loss.

#### **PAYMENT OF CLAIMS**

If any amount for which we are liable remains unpaid when you die, we will pay that amount in accordance with the TIME OF PAYMENT OF CLAIMS provision. If, however, it is necessary for the establishment of a guardianship or conservatorship, or appointment of a trustee, executor or administrator, we may withhold further benefits until sufficient evidence is provided to us that any such establishment or appointment has been finalized. If no such establishment is in effect, such indemnity shall be payable to your estate. Any other accrued indemnities unpaid at the time of loss may be paid to your estate. All other indemnities will be payable to you.

#### PHYSICAL EXAMINATIONS

At our expense, we shall have the right and opportunity to examine your person as it relates to the Injury or Sickness that is the basis of your claim. We can require such examination when and as often as we may reasonably require during the pendency of a claim.

#### **REVIEW OF DENIAL OF CLAIMS**

If your claim is denied, you have the right to notify us in Writing within 180 days of receiving notice of the denial that you would like us to review the denial.

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

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

#### **LEGAL ACTIONS**

No action at law or in equity shall be brought to recover on this Certificate prior to the expiration of 60 days after Written proof of loss has been furnished in accordance with the requirements of this Certificate. No such action shall be brought after the expiration of three years after the time Written proof of loss is required to be furnished.

#### **RIGHT TO REIMBURSEMENT**

We have the right to recover any overpayments due to any of the following:

- Fraud.
- Any administrative error we make in processing a claim.
- Your receipt of Benefit Reductions.

You must reimburse us in full. If we find that we should have paid a benefit amount different from the amount actually paid, we will adjust the benefit accordingly. If we underpaid your benefit, we will adjust the benefit to make up the underpayment. If we overpaid your benefit, you shall reimburse us. Any future benefits that are calculated to be due, including any applicable Minimum Payment, will be applied to the overpayment until we are reimbursed in full. If future benefits are not due, we will notify you of the method by which the repayment is to be made.

You shall not act or fail to act in any manner that will prejudice our right to reimbursement without our prior Written agreement. If you prejudice our right to reimbursement, fail to cooperate with us or fail to comply with this provision, we may withhold any and all benefits in addition to pursuing all remedies available to us under applicable law.

If we pursue legal action against you to obtain reimbursement, you will be required to pay our costs and attorney's fees as permitted by applicable law. We will recover any prior or current overpayment not only from the amounts you receive as Benefit Reductions (to the extent permitted by applicable law) but also from any benefits from any past, current or new disability claim payable under the Policy as well as from any other funds you may have.

#### **CLAIMS AGAINST THIRD PARTIES**

You must notify us if you make a claim against any Third Party. Neither you nor anyone acting on your behalf may settle your claim against the Third Party without our prior Written consent. If you recover amounts from a Third Party by award, judgment, settlement or otherwise, you must reimburse us for lost income due to a Disability because of an act or omission of the Third Party. You must reimburse us regardless of whether you have been made whole by the recovery, subject to limitations under applicable law where the Policy is delivered or issued for delivery. If the award, judgment or settlement does not specify the lost income amount, we will estimate the amount using a percentage of the total amount received based on your Weekly Earnings, prorated to cover the period for which the award, judgment or settlement was made. We shall have first right to reimbursement. The amount you reimburse us will be reduced by our pro rata share of your attorney's fees and costs. If another entity is also entitled to reimbursement but does not reduce its reimbursement by its pro rata share of such fees and costs, our pro rata share will be calculated as if that entity did make such reductions.

# **CONTINUATION OF INSURANCE RIDER**

#### **RELIASTAR LIFE INSURANCE COMPANY** 20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: Sierra View Medical Center

**GROUP POLICY NUMBER:** 70789-9STD2

This rider is made a part of the Group Short Term Disability Income Insurance Certificate and is subject to all of the provisions, limitations and exclusions of the Policy and Certificate, unless changed by this rider. Unless expressly changed by this rider, the terms used in this rider have the same meaning as in the Certificate.

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#### DEFINITIONS

**Leave of Absence** means you are absent from Active Employment for a period of time under a leave granted in advance in writing by the Employer that is in accordance with the Employer's formal leave policies. Your normal vacation time is not considered a Leave of Absence.

#### **GENERAL PROVISIONS**

#### ELIGIBILITY

If you are covered under the Policy, then you are eligible for this rider on the latest of the following:

- The Policy effective date.
- The date this rider is available to the eligible class of Employees to which you belong.
- Your disability income insurance coverage effective date.

#### **EFFECTIVE DATE**

You will be covered at 12:01 a.m. standard time at the Policyholder's address on the date you are eligible for this rider.

#### TERMINATION

This rider terminates on the earliest of the following:

- The date your disability income insurance terminates, as outlined under the TERMINATION OF COVERAGE provision in your Certificate.
- The date this rider is terminated for all Employees under the Policy.
- The date this rider is terminated for the eligible class of Employees to which you belong.

### CONTINUATION OF INSURANCE

If you stop Active Employment due to:

• Employer-approved Leave of Absence

then insurance coverage may be continued under the Policy beyond the date you are no longer in Active Employment, limited to the time period(s) described below.

During this continued coverage period, the amount of continued insurance equals the amount in effect the day prior to the continuation period. That amount will reduce or stop according to the Certificate and riders in effect the day prior to the continuation period.

Premiums are due during the continuation period on the same basis as on the day prior to the continuation period. Contact the Employer for more information.

If an eligible claim occurs while coverage is being continued under this rider, then benefits will be paid as described in the Certificate and riders.

#### EMPLOYER-APPROVED LEAVE(S) OF ABSENCE

#### **Family and Medical Leave**

If you are on a Leave of Absence as described under the Family and Medical Leave Act of 1993 and any amendments ("FMLA") or any applicable state (including the District of Columbia), or local paid family and medical leave law, ("State FML"), and the Employer's human resource policy provides for continuation of insurance during an FMLA or State FML Leave of Absence, then your insurance coverage may be continued until the end of the later of:

- The leave period permitted by FMLA.
- The leave period permitted by State FML.

This continuation of coverage includes all riders that were in effect on the date before the FMLA or State FML Leave of Absence began.

#### Other Leave of Absence

If you are on a Leave of Absence other than a Family and Medical Leave, military leave or sabbatical, then your insurance coverage may be continued until the last day of the month which next follows the date which is 1 month after the date you stopped Active Employment.

This continuation of coverage includes all riders that were in effect on the date before the Leave of Absence began.

#### **CONCURRENT LEAVES OF ABSENCE**

If you would be eligible for more than one type of continuation under this rider during any one period that you are not in Active Employment, we will consider such periods to be concurrent for the purpose of determining how long your coverage may continue under the Policy.

#### **TERMINATION OF CONTINUATION**

Coverage continued under this rider will end on the earliest of the following:

- The end of the continuation period as indicated above.
- The end of the period for which Premiums are paid if the next Premium is not paid by its due date, subject to the grace period.
- The date you are eligible under the Policy due to Active Employment.
- The date of your death.
- The date you become covered under another group disability income insurance policy as an employee or member.
- The date Premiums are waived under the Waiver of Premium Rider.
- The date the Policy terminates.
- The date coverage for all Employees under the Policy terminates.

In no event will coverage for you be continued beyond the date coverage would otherwise end according to the termination provision(s) of the Certificate and riders.

When this continuation ends, other than by waiver of premium, your insurance under the Policy will stay in force only if all of the following conditions are met:

- Disability income insurance is in force for Employees under the Policy; and
- You are in an eligible class for coverage under the Policy; and
- Your premium payments continue to be submitted.

The amount of insurance will be subject to the Certificate and riders in effect on the date you return to Active Employment and continued premium payments.

#### **RETURN TO ACTIVE EMPLOYMENT**

If coverage is not continued during your Leave of Absence for active military service, and you return to Active Employment while coverage is in force for Employees under the Policy, then your coverage may be reinstated in accordance with USERRA and applicable state law.

If coverage is not continued during any period that is eligible for continuation under the Policy, and you return to Active Employment in an eligible class while coverage is in force for Employees under the Policy, then the terms of the Certificate and riders in effect on the date of your return to Active Employment will apply.

Executed at our Home Office: 20 Washington Avenue South Minneapolis, MN 55401

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Robert L. Grubka President

Unner,

Melissa A. O'Donnell Secretary

# WAIVER OF PREMIUM RIDER

# RELIASTAR LIFE INSURANCE COMPANY 20 Washington Avenue South, Minneapolis, Minnesota 55401

POLICYHOLDER: Sierra View Medical Center

**GROUP POLICY NUMBER:** 70789-9STD2

This rider is made a part of the Group Short Term Disability Income Insurance Certificate and is subject to all of the provisions, limitations and exclusions of the Policy and Certificate, unless changed by this rider. Unless expressly changed by this rider, the terms used in this rider have the same meaning as in the Certificate.

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#### **GENERAL PROVISIONS**

#### ELIGIBILITY

If you are working for the Employer in an eligible class (shown in the Certificate's SCHEDULE OF BENEFITS), you are eligible for this rider on the latest of the following dates:

- The Policy effective date.
- The date this rider is available to the eligible class of Insured Persons to which you belong.
- Your disability income coverage effective date.

#### **EFFECTIVE DATE**

You will be covered at 12:01 a.m. standard time at the Policyholder's address on the date you are eligible for this rider.

#### TERMINATION

This rider terminates on the earliest of the following:

- The date your Certificate terminates, as outlined under the TERMINATION OF COVERAGE provision in your Certificate.
- The date this rider is terminated for all Insured Persons under the Policy.
- The date this rider is terminated for the eligible class of Employees to which you belong.

This rider will not terminate while Premiums are being waived under the terms of this rider.

#### **TERMINATION OF COVERAGE**

The TERMINATION OF COVERAGE provision in your Certificate is revised to add this item to the terms under which your coverage ends:

• The date Premiums are no longer being waived under this rider, if you are not in an eligible class on that date.

#### WAIVER OF PREMIUM BENEFIT

If you become Disabled while covered under this rider and meet the other conditions below, we will waive Premiums otherwise due under the Policy, Certificate and riders. Your disability income insurance will continue during your Disability, according to the terms of this rider. When we waive Premiums, the amount of continued disability income insurance equals the amount that would have been provided if you had not become Disabled. That amount will reduce or stop according to the Certificate and riders in effect on the date Disability began. Premiums that are waived are not deducted from any disability benefits that may become payable.

There is no limit to the number of times you are eligible for the Waiver of Premium benefit.

Continued insurance is subject to all other terms of the Policy.

#### CONDITIONS FOR WAIVER OF PREMIUM

All of the following conditions must be met in order to waive Premiums:

- You are covered under this rider on the date your Disability begins.
- You are continuously Disabled for the entire Elimination Period and up to the date we approve your claim for Waiver of Premium.
- You meet the notice of claim and proof of claim requirement as described in the Claims section of the Certificate.

#### **EFFECTIVE DATE OF WAIVER OF PREMIUM**

When we approve your claim, Premiums are waived as of the date your Disability begins. We will refund any Premiums we received after that date to the Policyholder or to you, as appropriate. We will notify you in writing when your claim is approved.

We will notify you if we deny your claim.

#### **TERMINATION OF WAIVER OF PREMIUM**

We will stop waiving Premiums on the earliest of the following dates:

- The date you are no longer Disabled.
- The date you do not provide to us proof of continuing Disability as requested.
- The end of the Maximum Period of Payment as shown in the SCHEDULE OF BENEFITS.
- The date you die.

If Premiums are no longer waived, insurance under the Policy will stay in force only if all of the following conditions are met:

- Disability income insurance is in force for Active Employees under the Policy, and
- You are in an eligible class for coverage under the Policy, and
- Your premium payments are resumed.

The amount of insurance will be subject to the Certificate and riders in effect on the date your premium payments are resumed.

Executed at our Home Office: 20 Washington Avenue South Minneapolis, MN 55401

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Robert L. Grubka President

Unner,

Melissa A. O'Donnell Secretary

#### NOTICE OF PROTECTION PROVIDED BY CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

#### COVERAGE

#### Persons Covered

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

#### <u>Amounts of Coverage</u>

The basic coverage protections provided by the Association are as follows.

#### • Life Insurance, Annuities and Structured Settlement Annuities

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

#### • Life Insurance

80% of death benefits but not to exceed \$300,00080% of cash surrender or withdrawal values but not to exceed \$100,000

• <u>Annuities and Structured Settlement Annuities</u> 80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

#### Health Insurance

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is \$546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website www.califega.org.

#### **COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE**

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state.
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

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#### **NOTICES**

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at <u>www.califega.org</u>, or contact either of the following:

California Life and Health Insurance
Guarantee Association
P.O. Box 16860,
Beverly Hills, CA 90209-3319
(323) 782-0182

California Department of Insurance Consumer Communications Bureau 300 South Spring Street Los Angeles, CA 90013 (800) 927-4357

Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.

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