

YOUR
GROUP
MONTHLY DISABILITY INCOME
INSURANCE PLAN

For Employees of
East West Partners, LLC

GROUP LONG TERM DISABILITY INCOME INSURANCE CERTIFICATE OF COVERAGE

RELIASTAR LIFE INSURANCE COMPANY
250 Marquette Avenue, Suite 900
Minneapolis, Minnesota 55401

POLICYHOLDER: East West Partners, LLC
GROUP POLICY NUMBER: 74460-3LTD11
POLICY EFFECTIVE DATE: September 1, 2024
GOVERNING JURISDICTION: Colorado

ReliaStar Life Insurance Company (ReliaStar Life) certifies that it has 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. **This is your Certificate of Coverage 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 of Coverage replaces any other certificates ReliaStar Life may have given **you** under the policy.

The Certificate of Coverage summarizes and explains the parts of the policy which apply to **you**. The Certificate of Coverage is part of the group policy but by itself is not a 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.

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.

The policy does not replace or affect any requirements for coverage by any Workers' Compensation or state disability insurance. The policy covers disabilities due to an occupational sickness or injury.



Registrar

Arizona residents:

Notice: This certificate of insurance may not provide all benefits and protections provided by law in Arizona. Please read this certificate carefully.

Florida residents:

THE BENEFITS OF THE POLICY PROVIDING YOUR COVERAGE ARE GOVERNED BY THE LAW OF A STATE OTHER THAN FLORIDA.

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BENEFITS AT A GLANCE

The Long Term Disability policy 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.

EMPLOYER: East West Partners, LLC
GROUP POLICY NUMBER: 74460-3LTD2011

ELIGIBLE CLASS(ES)

All Active Full-Time Salaried Exempt **Employees** of East West Hospitality in **active employment** with the **Employer** in the United States.

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

Temporary and seasonal workers are excluded from coverage.

MINIMUM HOURS REQUIREMENT

30 hours per week.

WAITING PERIOD

For persons in an eligible class on or before the policy effective date: End of the month in which **you** complete a continuous period of 1 month of **active employment**.

For persons entering an eligible class after the policy effective date: End of the month in which **you** complete a continuous period of 1 month of **active employment**.

REHIRE

If **your** employment ends and **you** are rehired within 90 days, **your** previous work while in an eligible class will apply toward the **waiting period**. All other policy provisions apply.

WAIVE THE WAITING PERIOD

If **you** have been continuously employed by **your Employer** for a period of time equal to **your waiting period**, we will waive **your waiting period** when **you** enter an eligible class.

CREDIT PRIOR SERVICE

We will apply any prior period of work with **your Employer** toward the **waiting period** to determine **your** eligibility date.

WHO PAYS FOR THE COVERAGE

Your Employer pays the cost of **your** coverage.

WAIVER OF PREMIUM

We do not require premium payments for **your** coverage and while **you** are receiving or are entitled to receive Long Term Disability payments under the policy.

ACCUMULATION OF ELIMINATION PERIOD

Elimination period: 90 consecutive days.

Accumulation period: 180 consecutive days.

The elimination period and the accumulation period begin on the first day of **your** disability.

Benefits for a **payable claim** begin the day after the elimination period is completed.

MONTHLY BENEFIT

60% of **monthly earnings** to a **maximum benefit** of \$9,500 per month.

Your benefit may be reduced by any **deductible sources of income** and **disability earnings**. Some disabilities may not be covered or may have limited coverage under the policy.

BENEFITS AT A GLANCE

MONTHLY EARNINGS

Monthly earnings means **your** gross monthly 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, or flexible spending 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**.

Earnings, whether for a full year or partial year, will be converted to a monthly amount for the purpose of calculating the **monthly payment**.

MAXIMUM PERIOD OF PAYMENT

For a disability which begins before **you** reach age 60, the **maximum period of payment** will be until the Social Security Normal Retirement Age (SSNRA) as shown in the following table:

Year of Birth	Social Security Normal Retirement Age (SSNRA)*
Before 1938	65 years
1938	65 years and 2 months
1939	65 years and 4 months
1940	65 years and 6 months
1941	65 years and 8 months
1942	65 years and 10 months
1943-1954	66 years
1955	66 years and 2 months
1956	66 years and 4 months
1957	66 years and 6 months
1958	66 years and 8 months
1959	66 years and 10 months
1960 and after	67 years

For a disability which starts on or after **you** reach age 60, the **maximum period of payment** will be determined according to the following table:

Your Age When Disability Begins	Maximum Period of Payment
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

*Age at which **you** are entitled to unreduced Social Security benefits based on the Social Security Amendments of 1983.

REGULAR OCCUPATION PERIOD

2 Years

TOTAL BENEFIT CAP

If **you** are eligible to receive payments under the policy in addition to **your monthly payment**, the total benefit payable to **you** on a monthly basis (including all benefits provided under the policy) will not exceed 100% of **your monthly earnings**.

BENEFITS AT A GLANCE

The above items are only highlights of the policy. For a full description of your coverage, including any additional benefits, exclusions or limitations that may apply, continue reading your Certificate of Coverage.

DEFINITIONS

ACCIDENT or ACCIDENTAL means a sudden, unexpected event that was not reasonably foreseeable.

ACTIVE EMPLOYMENT means **you** are working for **your Employer** for earnings that are paid regularly and that **you** are performing the material and substantial duties of **your regular occupation**. **You** must be working at least the minimum number of hours as described under the MINIMUM HOURS REQUIREMENT in the BENEFITS AT A GLANCE.

To be in **active employment**, **your** work site must be one of the following:

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

Normal vacation is considered **active employment**.

Temporary and seasonal workers are excluded from coverage.

ACTIVITIES OF DAILY LIVING means:

- **BATHING** – washing oneself by sponge bath; or in either a tub or shower, including the task of getting into and out of the tub or shower.
- **DRESSING** – putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- **TOILETING** – getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- **TRANSFERRING** – moving into and out of a bed, chair or wheelchair.
- **MOBILITY** – the ability to walk or wheel on a level surface from one room to another with or without the assistance of equipment.
- **CONTINENCE** – the ability to maintain control of bowel or bladder function; or, when unable to maintain control of bowel or bladder functions, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
- **EATING** – feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table).

APPROPRIATE CARE means that all of the following are true:

- **You** visit a **doctor** as frequently as medically required according to standard medical practice to effectively treat and manage **your** disabling condition(s).
- **You** receive care or treatment appropriate for the disabling condition(s), conforming with standard medical practice, by a **doctor** whose specialty or experience is appropriate for the disabling condition(s) according to standard medical practice.
- **You** have the obligation to minimize **your** disabling condition including having corrective treatment or minor surgery.

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. Cognitive impairments which begin prior to the effective date of **your** coverage will not be covered.

CONTEST means that, if **we** determine **you** made a material misrepresentation in **your** application for coverage under the policy, **we** notify **you** in writing that such coverage was therefore never effective. This is subject to the INCONTESTABILITY provision.

DEDUCTIBLE SOURCES OF INCOME 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 monthly payment**.

DISABILITY EARNINGS means the earnings which **you** receive while **you** are disabled and working, plus the earnings **you** could receive if **you** were working to **your maximum capacity**.

DEFINITIONS

DOCTOR 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, domestic partner, children, parents, including in-laws, or siblings, including in-laws, 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**.

ELIGIBLE SURVIVOR means **your** spouse, if living; otherwise, **your** children under age 26.

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.

GAINFUL OCCUPATION means an occupation that is or can be expected to provide **you** with an income within 12 months of **your** return to work, that exceeds:

- 80% of **your indexed monthly earnings**, if **you** are working.
- 80% of **your indexed monthly earnings**, if **you** are not working.

GRACE PERIOD means the 60 day period following the premium due date during which premium payment for the policy may be made by the **Policyholder**.

GROSS MONTHLY PAYMENT means **your** benefit before any reduction for **deductible sources of income**, and **disability earnings**.

HOSPITAL, HEALTH FACILITY or INSTITUTION means an accredited facility licensed to provide care and treatment for the condition causing **your** disability.

INDEXED MONTHLY EARNINGS means **your monthly earnings** adjusted on each anniversary of benefit payment by the lesser of 10% or the current annual percentage increase in the Consumer Price Index.

Your indexed monthly earnings may increase or remain the same, but will never decrease.

The Consumer Price Index CPI-U is published by the U.S. Department of Labor. **We** reserve the right to use some other similar measurement if the Department of Labor changes or stops publishing the CPI-U. Indexing is only used as a factor in the determination of the percentage of lost earnings while **you** are disabled and working, and in the determination of **gainful occupation**.

INJURY means a bodily **injury** that is the direct result of an accident and not related to any other cause. The **injury** must occur, and disability resulting from the **injury** must begin, while **you** are covered under the policy. **Injury** that occurs before **you** are covered under the policy will be treated as a **sickness**.

INSURED PERSON means a person who is eligible for the 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.

LAW, PLAN or ACT means the original enactments of the law, plan or act and all amendments.

LEAVE OF ABSENCE means **you** are absent from **active employment** for a period of time that has been agreed to in advance in writing by **your Employer**. **Your** normal vacation time or any period of disability is not considered a **leave of absence**.

MATERIAL AND SUBSTANTIAL DUTIES means duties that are normally required for the performance of **your regular occupation** and that cannot be reasonably omitted or modified, except that if **you** are required to work on average in excess of 40 hours per week, **we** will consider **you** able to perform that requirement if **you** have the capacity to work 40 hours per week.

DEFINITIONS

MAXIMUM BENEFIT means the total monthly benefit amount for which **you** are insured under the policy subject to all policy provisions.

MAXIMUM CAPACITY means, based on **your** restrictions and limitations:

- During the **regular occupation period**, the greatest extent of work **you** are able to do in **your regular occupation**.
- Beyond the **regular occupation period**, the greatest extent of work **you** are able to do in any occupation for which **you** are reasonably fitted by education, training or experience.

MAXIMUM PERIOD OF PAYMENT means the longest period of time **we** will make payments to **you** for any one period of disability.

MENTAL ILLNESS means a psychiatric or psychological condition classified in the Diagnostic and Statistical Manual of Mental Health Disorders (DSM), published by the American Psychiatric Association, most current as of the start of a disability. Such disorders include, but are not limited to: psychotic, emotional or behavioral disorders, or disorders related to stress or to substance abuse or dependency. If the DSM is discontinued or replaced, these disorders will be those classified in the diagnostic manual then used by the American Psychiatric Association as of the start of a disability.

MONTHLY EARNINGS means **your** gross monthly income from **your Employer** as stated in the BENEFITS AT A GLANCE.

MONTHLY PAYMENT means **your** benefit after any **deductible sources of income** and **disability earnings** have been subtracted from **your gross monthly payment**.

OCCUPATIONAL SICKNESS OR INJURY means a **sickness** or **injury** that was caused by or aggravated by any employment for pay or profit.

PART-TIME BASIS means the ability to work and earn from 20% through 80% of **your indexed monthly 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.

POLICYHOLDER means the **Employer** to whom the policy is issued and who sponsors the coverage for its **employees**.

PRE-EXISTING CONDITION means any condition for which **you** have done any of the following at any time during the 3 months just prior to **your** effective date of coverage, whether or not that condition is diagnosed or misdiagnosed:

- Received medical treatment or consultation.
- Taken or were prescribed drugs or medicine.
- Received care or services, including diagnostic measures.

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 **monthly payment**.

REGULAR OCCUPATION means the occupation **you** are routinely performing when **your** disability begins. **We** will look at **your** occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific employer or at a specific location.

REGULAR OCCUPATION PERIOD is the period of time shown in the BENEFITS AT A GLANCE that begins after the elimination period.

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

SALARY CONTINUATION or ACCUMULATED SICK LEAVE means continued payments to **you** by **your Employer** of all or part of **your monthly earnings**, after **you** become disabled as defined by the policy.

DEFINITIONS

This continued payment must be part of an established plan maintained by **your Employer**, and includes **salary continuation or accumulated sick leave** or any similar **Employer** sponsored paid time off plan.

SICKNESS means illness, disease or physical condition. Disability resulting from the **sickness** must begin while **you** are covered under the policy.

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

TEMPORARY LAYOFF means **you** are absent from **active employment** for a period of time that has been agreed to in advance in writing by **your Employer**. **Your** normal vacation time or any period of disability is not considered a **temporary layoff**.

TERMINAL ILLNESS means a diagnosed illness that, according to generally accepted medical standards, is expected to result in death within 12 months.

VOCATIONAL REHABILITATION PLAN means a written plan that a vocational rehabilitation professional, designated by **us**, prepares in accordance with the VOCATIONAL REHABILITATION SERVICES provision of the certificate.

WAITING PERIOD means the continuous period of time (shown in the BENEFITS AT A GLANCE) that **you** must be in **active employment** in an eligible class before **you** are eligible for coverage under the policy.

WE, US and **OUR** means ReliaStar Life Insurance Company.

YOU and **YOUR** means a person who is eligible for coverage under the policy.

GENERAL PROVISIONS

CERTIFICATE OF COVERAGE

This Certificate of Coverage is a written statement prepared by **us** and may include riders, endorsements and/or amendments. It tells **you**:

- The coverage to which **you** may be entitled.
- To whom **we** will make a payment.
- The limitations, exclusions and requirements that apply within the policy.

ELIGIBILITY DATE

If **you** are working for **your Employer** in an eligible class, the date **you** are eligible for coverage is the later of the following:

- The policy effective date.
- The day after **you** complete **your** waiting period.

WHEN COVERAGE BEGINS

When the **Policyholder** pays 100% of the cost of **your** coverage under the policy, **you** will be covered at 12:01 a.m. standard time at the **Policyholder's** address on the date **you** are eligible for coverage.

In order for **your** coverage to begin, **you** must be in **active employment**. **Your** coverage is subject to payment of premium.

CHANGES TO YOUR COVERAGE

Once **your** coverage begins, any increased or additional coverage will take effect immediately if **you** are in **active employment** or if **you** are on a covered **temporary layoff** or **leave of absence**. If **you** are not in **active employment** due to **injury** or **sickness**, any increased or additional coverage will begin on the date **you** return to **active employment**.

Any decrease in coverage will take effect immediately but will not affect a **payable claim** that occurs prior to the decrease.

LEAVE OF ABSENCE AFTER YOUR COVERAGE BEGINS

If **you** are on a **leave of absence**, and if premium is paid, **your** coverage may be continued beyond the date **you** are no longer in **active employment**, limited to the time periods described below.

If **you** are on a **leave of absence** as described under the Family and Medical Leave **Act** of 1993 ("FMLA") or applicable state family and medical leave **law** ("State FML"), and **your Employer's** Human Resource Policy provides for continuation of disability coverage during an FMLA or State FML **leave of absence**, **your** coverage will be continued until the end of the later of:

- The leave period permitted by the federal Family and Medical Leave **Act** of 1993 and any amendments.
- The leave period permitted by applicable state **law**.

If **you** are on a **leave of absence** other than an FMLA or State FML **leave of absence**, and if premium is paid, **your** coverage will be continued through the end of the 3 months that immediately follows the month in which **your leave of absence** begins.

If **you** are on a **leave of absence** for active military service as described under the Uniformed Services Employment and Reemployment Rights **Act** of 1994 (USERRA) and applicable state **law**, **your** coverage may be continued until the end of the later of:

- The length of time the coverage may be continued under the Certificate of Coverage for an FMLA or State FML **leave of absence**.
- The length of time the coverage may be continued under the Certificate of Coverage for a **leave of absence** other than an FMLA or State FML **leave of absence**.

If **your Employer** has approved more than one type of **leave of absence** for **you** during any one period that **you** are not in **active employment**, **we** will consider such leaves to be concurrent for the purpose of determining how long **your** coverage may continue under the policy.

GENERAL PROVISIONS

If **your** coverage is not continued during an FMLA or State FML **leave of absence**, and **you** return to **active employment** immediately following the end of **your** FMLA or State FML **leave of absence**, **your** coverage will be reinstated. **We** will not apply a new **waiting period**, or require **evidence of insurability**, or apply a new **pre-existing condition** limitation.

If **your** coverage is not continued during a **leave of absence** for active military service, and **you** return to **active employment**, **your** coverage may be reinstated in accordance with USERRA and applicable state **law**.

In no event will **your** coverage under the policy be continued beyond the date **your** coverage would otherwise end according to the terms of the WHEN YOUR COVERAGE ENDS provision.

TEMPORARY LAYOFF

If **you** are not in **active employment** due to a **temporary layoff**, and if premium is paid, **you** will be covered through the end of the 3 months that immediately follows the month in which **your temporary layoff** begins.

WHEN YOUR COVERAGE ENDS

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

- The date the policy is canceled.
- 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** except as provided under a covered **leave of absence** or **temporary layoff**.

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

Termination of the policy during a disability will have no effect on a **payable claim**.

TIME LIMITS FOR LEGAL PROCEEDINGS

You can start legal action regarding **your** claim 60 days after proof of claim has been given to **us**, and up to three years from the time proof of claim is required, unless otherwise provided under federal **law**.

REPRESENTATIONS NOT WARRANTIES

We consider any statements the **Policyholder** and **you** make in an application representations and not warranties. No statements 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**.
- A copy of that statement is given to **you** or **your** beneficiary, or **your** personal representative.

INCONTESTABILITY

Except in the case of fraud, no statement made by **you** in the application relating to **your** insurability will be used to **contest** the insurance for which the statement was made after the coverage has been in force for two years during **your** lifetime.

Beyond the periods stated in the PRE-EXISTING CONDITION LIMITATION provision, no claim for disability 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 disability, had existed prior to the effective date of the coverage.

CLERICAL ERROR

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

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

GENERAL PROVISIONS

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** have coverage under the policy and in what amounts.
- Make a fair adjustment of the premium.

MISSTATEMENT OF AGE

If premiums applicable to **you** are based on age and **you** have misstated **your** age, there will be a fair adjustment of premiums based on **your** true age. If the benefits applicable to **you** are based on age and **you** have misstated **your** age, there will be an adjustment of said benefits based on **your** true age. **We** may require satisfactory proof of **your** age before paying any claim.

WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE

The policy does not replace or affect the requirements for coverage by any workers' compensation or state disability insurance.

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.

LONG TERM DISABILITY BENEFIT INFORMATION

DEFINITION OF DISABILITY

You are considered disabled when **we** review **your** claim and determine that, due to **your sickness or injury**, both of the following are true:

- **You** are unable to perform all the **material and substantial duties** of **your regular occupation**.
- **You** have a 20% or more loss in **your indexed monthly earnings**.

After the **regular occupation period**, **you** are considered disabled when **we** review **your** claim and determine that, due to **your sickness or injury**, **you** are unable to perform the duties of any **gainful occupation** for which **you** are reasonably qualified based on **your** training, education and experience.

The loss of a professional or an occupational license or certification does not, in itself, constitute disability.

You must be under the **appropriate care** of a **doctor** in order to be considered disabled.

We may require **you** to be examined by one or more **doctors**, other medical practitioners or vocational experts of **our** choice. **We** will pay for this examination. **We** can require an examination as often as it is reasonable to do so. **We** may also require **you** to be interviewed by **our** authorized representative. **Your** failure to comply with this request may result in denial or termination of benefits.

ACCUMULATION OF ELIMINATION PERIOD

You must be continuously disabled through **your** elimination period. **Your** elimination period is as stated in the BENEFITS AT A GLANCE and is the period of continuous disability **you** must satisfy before **you** are eligible to receive benefits under the policy.

If **you** return to work while satisfying **your** elimination period, **you** may satisfy **your** elimination period within the accumulation period. The accumulation period is as stated in the BENEFITS AT A GLANCE.

The days that **you** are not disabled will not count toward **your** elimination period.

If **you** do not satisfy the elimination period within the accumulation period, a new period of disability will begin.

The elimination period and the accumulation period begin 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, providing the elimination period has been met and **you** are disabled. **We** will send **you** a **monthly payment** at the end of each month for any period for which **we** are liable.

After the elimination period, if **you** are disabled for less than 1 month, **we** will send **you** 1/30th of **your** **monthly payment** for each day of **your** disability.

AMOUNT OF PAYMENT

A. IF YOU ARE DISABLED AND NOT WORKING, OR DISABLED AND WORKING AND YOUR DISABILITY EARNINGS ARE LESS THAN 20% OF YOUR INDEXED MONTHLY EARNINGS

We will follow this process to figure **your** payment:

1. Multiply **your monthly earnings** by 60%.
2. The **maximum benefit** is \$9,500 per month.
3. Compare the answers from Step 1 and Step 2. The lesser of these two amounts is **your gross monthly payment**.
4. Subtract from **your gross monthly payment** any **deductible sources of income**.

LONG TERM DISABILITY BENEFIT INFORMATION

The amount figured in Step 4 is **your monthly payment**. If this amount is less than the MINIMUM PAYMENT amount under the policy, **your** payment will be subject to the MINIMUM PAYMENT provision.

B. IF YOU ARE DISABLED AND WORKING, AND YOUR DISABILITY EARNINGS ARE AT LEAST 20% BUT LESS THAN OR EQUAL TO 60% OF YOUR INDEXED MONTHLY EARNINGS

During the first 24 months of payments, the sum of **your gross monthly payment** plus **disability earnings** may be less than or equal to, but not more than, 100% of **your indexed monthly earnings**. If the sum exceeds 100% of **your indexed monthly earnings**, we will reduce **your** payment under the policy by the excess amount.

To determine whether the sum of **your gross monthly payment** plus **disability earnings** is less than or equal to or exceeds 100% of **your indexed monthly earnings**, we will follow this process:

- a. Multiply **your monthly earnings** by 80%.
- b. The **maximum benefit** is \$9,500 per month.
- c. Compare the answers from Step 1 and Step 2. The lesser of these two amounts is **your gross monthly payment**.
- d. Add **your disability earnings** to **your gross monthly payment**.

If the answer in Step 2 above is less than or equal to 100% of **your indexed monthly earnings**, **your monthly payment** will be **your gross monthly payment** minus any **deductible sources of income**. If this amount is less than the MINIMUM PAYMENT amount under the policy, **your** payment will be subject to the MINIMUM PAYMENT provision.

If the answer in Step 2 above is greater than 100% of **your indexed monthly earnings**, we will follow this process to figure **your monthly payment**:

1. Add **your disability earnings** to **your gross monthly payment**.
2. From the answer in Step a, subtract **your indexed monthly earnings**. If the result is zero or less, record **your** answer as zero.
3. From **your gross monthly payment**, subtract the answer in Step b and any **deductible sources of income**.

The amount figured in Step c is **your monthly payment**. If this amount is less than the MINIMUM PAYMENT amount under the policy, **your** payment will be subject to the MINIMUM PAYMENT provision.

After 24 months of **monthly payments**, you will receive payments based on the percentage of income you are losing due to **your** disability. We will follow this process to determine **your monthly payment**:

1. Subtract **your disability earnings** from **your indexed monthly earnings**.
2. Divide the answer in Step 1 by **your indexed monthly earnings**. The result is **your** percentage of lost earnings.
3. From **your gross monthly payment**, subtract any **deductible sources of income**.
4. Multiply the answer in Step 2 by the answer in Step 3.

The answer in Step 4 is **your monthly payment**. If this amount is less than the MINIMUM PAYMENT amount under the policy, **your** payment will be subject to the MINIMUM PAYMENT provision.

C. IF YOU ARE DISABLED AND WORKING, AND YOUR DISABILITY EARNINGS ARE MORE THAN 80% OF YOUR INDEXED MONTHLY EARNINGS

If you are working and **your disability earnings** are more than 80% of **your indexed monthly earnings**, no benefit will be payable.

We may require you to send proof of **your monthly disability earnings** each month. We will adjust **your** payment based on **your monthly disability earnings**.

As part of **your** proof of **disability earnings**, we can require that you send us appropriate financial records that we believe are necessary to substantiate **your** income.

LONG TERM DISABILITY BENEFIT INFORMATION

IF YOUR DISABILITY EARNINGS FLUCTUATE

If **your disability earnings** routinely fluctuate widely from month to month, **we** may average **your disability earnings** over the most recent three months to determine if **your** claim should continue.

If **we** average **your disability earnings**, **we** will not terminate **your** claim unless the average of **your disability earnings** from the last three months exceeds 80% of **your indexed monthly earnings**.

We will not pay **you** for any month 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**.

WE WILL NEVER PAY MORE THAN 100% OF MONTHLY EARNINGS

If **you** are eligible to receive benefits under the policy in addition to the **monthly payment**, the total benefit payable to **you** on a monthly basis (including all benefits provided under the policy) will not exceed 100% of **your monthly earnings**.

DEDUCTIBLE SOURCES OF INCOME

The following are **deductible sources of income**:

- The amount that **you** receive, or are eligible to receive, as disability income payments under any:
 - State compulsory benefit **act** or **law**.
 - Automobile liability insurance policy or "no fault" motor vehicle plan, whichever is applicable.
 - Military disability benefit plan.
 - Governmental retirement system as a result of **your** job with **your Employer**.
 - Other group insurance policy.
- The amount **you** receive as a result of any action brought under Title 46, United States Code Section 688 (The Jones **Act**).
- The amount **you** receive from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.
- The amount **you** receive under any **salary continuation or accumulated sick leave** 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
 - are eligible to 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 **insured person** 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:

LONG TERM DISABILITY BENEFIT INFORMATION

- The United States Social Security **Act**.
- The Canada Pension **Plan**.
- The Quebec Pension **Plan**.
- Any similar **Plan** or **Act**.
- The amount **you** receive from any form of employment.
- The amount **you** receive from any unemployment compensation **law**.
- The amount that **you** receive, or are eligible to receive, under:
 - A workers' compensation **law**.
 - An occupational disease **law**.
 - Any other **act** or **law** with similar intent.

With the exception of retirement payments, **we** will only subtract **deductible sources of income** 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 DEDUCTIBLE SOURCES OF INCOME

Other than for increases in any income **you** earn from any form of employment, once **we** have subtracted any **deductible sources of income** from **your gross monthly payment**, **we** will not further reduce **your** payment due to a cost of living increase from that source.

IF YOU QUALIFY FOR DEDUCTIBLE SOURCES OF INCOME

When **we** determine that **you** may qualify for benefits for which **you** are eligible in the **deductible sources of income** provision, **we** will estimate **your** entitlement to these benefits. **We** can reduce **your** benefit under the policy by the estimated amounts if such benefits have either:

- Not been awarded or denied.
- Been denied and the denial is being appealed.

Your gross monthly payment will NOT be reduced by the estimated amount if both of the following are true:

- **You** apply for the disability payments for which **you** are eligible in the **deductible sources of income** provision and appeal **your** denial to all administrative levels **we** determine are necessary.
- **You** sign **our** form. This form states that **you** promise to pay **us** any overpayment caused by an award and **we** shall be entitled to impose a constructive trust on any such award.

If **your gross monthly payment** has been reduced by an estimated amount, **your gross monthly payment** will be adjusted when **we** receive either of the following:

- Proof of the amount awarded.
- Proof that benefits have been denied and all appeals **we** determine necessary 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 **deductible source of income**, the lump sum will be pro-rated 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 from the date of the award over **your** expected lifetime as determined by **us**.

NON-DEDUCTIBLE SOURCES OF INCOME

We will not subtract from **your gross monthly payment** income **you** receive from the following:

- 401(k) plans.
- Profit sharing plans.
- Thrift plans.
- Tax-sheltered annuities.

LONG TERM DISABILITY BENEFIT INFORMATION

- 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 wholly paid for by the **insured person**.
- A retirement plan from another employer.
- Individual retirement accounts (IRA).

If **salary continuation or accumulated sick leave** plan payments plus the **gross monthly payment** and **disability earnings** exceed 100% of **your monthly earnings**, we will subtract the amount in excess of 100% from **your monthly payment**.

MINIMUM PAYMENT

The minimum payment each month for a **payable claim** is the greater of:

- \$100.
- 10% of **your gross monthly payment**.

We may apply this amount to recover any outstanding overpayment.

DURATION OF PAYMENTS

We will send **you** a payment each month up to the **maximum period of payment**. **Your maximum period of payment** is stated in the BENEFITS AT A GLANCE, will be paid during a continuous period of disability, and will be based on **your** age at 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.
- The date **you** die.
- During the **regular occupation period** when **you** are able to return to work in **your regular occupation** on a **part-time basis** but **you** do not.
- After the **regular occupation period**, when **you** are able to work in any **gainful occupation** for which **you** are reasonably qualified based on **your** training, education and experience on a **part-time basis** but **you** do not.
- The date **your disability earnings** exceed 80% of **your indexed monthly earnings**.
- After 12 months of payments if **you** are considered to reside outside the United States or Canada. **You** will be considered to reside outside these countries when **you** have been outside the United States or Canada for a total period of 6 months or more during any 12 consecutive months of benefits.

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

DISABILITIES NOT COVERED UNDER THE POLICY

The policy does not cover any disabilities caused by, contributed by, or resulting from **your**:

- Loss of professional license, occupational license or certification.
- Commission of or attempt to commit a felony.
- Intentionally self-inflicted injuries while sane.
- Attempted suicide while sane.
- Being legally intoxicated or being under the influence of any narcotic, unless the narcotic is taken under the direction of and as directed by a **doctor**.
- Participation in a war, declared or undeclared, or any act of war.
- Active military duty.

LONG TERM DISABILITY BENEFIT INFORMATION

- Active participation in a riot.
- Engaging in any illegal or fraudulent occupation, work or employment.
- Commission of a crime for which **you** have been convicted.
- Elective surgery except when required for **your appropriate care** as a result of **your injury** or **sickness**.
- Traveling or flying on any aircraft operated by or under the authority of military or any aircraft being used for experimental purposes.

PRE-EXISTING CONDITION LIMITATION

Benefits will not be paid if **your** disability begins in the first 12 months following the effective date of **your** coverage and **your** disability is caused by, contributed to by, or the result of a **pre-existing condition**.

MENTAL ILLNESS LIMITATION

The lifetime cumulative **maximum period of payment** for all disabilities due to **mental illness** is 24 months. Only 24 months of benefits will be paid even if the disabilities are not continuous and/or are not related.

If **you** are confined to a **hospital, health facility or institution** at the end of the 24 month period, **we** will continue to send **you** payment(s) during **your** confinement. If **you** are still disabled when **you** are discharged, **we** will send **you** payment(s) for a recovery period of up to 90 days. If **you** become reconfined at any time during the recovery period and remain confined for at least 14 days in a row, **we** will send payment(s) during that additional confinement and for one additional recovery period up to 90 more days.

If **you** continue to be disabled after the 24 month period, and subsequently become confined to a **hospital, health facility or institution** for at least 14 days in a row, **we** will send payment(s) during the length of the reconfinement.

We will not make payments beyond the limited pay period as indicated above, or the **maximum period of payment**, whichever occurs first.

We will not apply the **mental illness** limitation to a disability due to dementia if it is a result of stroke, trauma, viral infection or Alzheimer's disease.

ALCOHOLISM OR DRUG ABUSE LIMITATION

The lifetime cumulative **maximum period of payment** for all disabilities due to alcoholism or drug abuse is 24 months. Only 24 months of benefits will be paid even if the disabilities are not continuous and/or are not related.

If **you** are confined to a **hospital, health facility or institution** at the end of the 24 month period, **we** will continue to send **you** payment(s) during **your** confinement. If **you** are still disabled when **you** are discharged, **we** will send **you** payment(s) for a recovery period of up to 90 days. If **you** become reconfined at any time during the recovery period and remain confined for at least 14 days in a row, **we** will send payment(s) during that additional confinement and for one additional recovery period up to 90 more days.

If **you** continue to be disabled after the 24 month period, and subsequently become confined to a **hospital, health facility or institution** for at least 14 days in a row, **we** will send payment(s) during the length of the reconfinement.

We will not make payments beyond the limited pay period as indicated above, or the **maximum period of payment**, whichever occurs first.

CONTINUITY OF COVERAGE

If **you** are not in **active employment** due to **injury** or **sickness** or **leave of absence** or **temporary layoff** on the date **your Employer** changes insurance carriers to **our** policy, and **you** were covered under the prior policy at the time **your Employer's** coverage under **our** policy became effective, **we** will provide continuity of coverage under **our** policy. In order for this provision to apply, the prior policy's coverage must be similar to **our** policy.

LONG TERM DISABILITY BENEFIT INFORMATION

If **you** are not in **active employment** due to **injury** or **sickness** or **leave of absence** or **temporary layoff** on the effective date of **our** policy, and **you** would otherwise be eligible to become insured under **our** policy, **we** will provide limited coverage under **our** policy. Coverage under this provision will begin on **our** policy effective date and will continue until the earliest of the following:

- The date **you** return to **active employment**.
- The end of any period of continuance or extension provided under the prior policy.
- The date coverage would otherwise end, according to the provisions of **our** policy.

Your coverage under this provision is subject to payment of premium.

Any benefits payable under this provision will be paid as if the prior policy had remained in force. **We** will reduce **your** payment by any amount for which the prior carrier is liable.

If coverage ends under this provision, or if **you** were not covered under **your Employer's** prior policy on the date that policy terminated, the WHEN COVERAGE BEGINS provision under **our** policy will apply.

CONTINUITY OF COVERAGE AND PRE-EXISTING CONDITIONS

We may pay benefits if **your** disability is caused by, contributed by or results from a **pre-existing condition** if both of the following are true:

- **You** were insured by the prior policy at the time **your Employer** changed insurance carriers to **our** policy.
- **You** have been continuously covered under **our** policy from the effective date of **our** policy through the date **your** disability began.

In order to receive a payment, **you** must satisfy the **pre-existing condition** provision under either **our** policy or under the prior policy, if benefits would have been paid had that policy remained in force.

If **you** satisfy the **pre-existing condition** provision of **our** policy, **we** will determine **your** payments according to **our** policy's provisions.

If **you** do not satisfy the **pre-existing condition** provision of **our** policy, but **you** do satisfy the prior policy's **pre-existing condition** provision, then both of the following apply:

- **Your monthly payment** will be the lesser of:
 - the **monthly payment** that would have been payable under the terms of the prior policy had it remained in force.
 - the **monthly payment** under **our** policy.
- Benefits will end on the earlier of:
 - the date benefits end under **our** policy, as described under the WHEN PAYMENTS END provision.
 - the date benefits would have ended under the prior policy if it had remained in force.

If **you** do not satisfy either **our** policy's or the prior policy's **pre-existing condition** provision, **we** will not make any payments.

We will require proof that **you** were insured under the prior policy. All other provisions of **our** policy will apply.

RECURRENT DISABILITY

If **you** have a **recurrent disability**, and after **your** prior disability ended, **you** returned to work for **your Employer** for 6 months or less, **we** will treat **your** disability as part of **your** prior claim and **you** do not have to complete another elimination period. Only one **maximum period of payment** will apply when **your** disability is considered part of **your** prior claim.

Your monthly payment will be based on **your monthly earnings** as of the date of **your** initial claim.

Your disability, as outlined above, will be subject to the same terms of the policy as **your** prior claim.

Your disability will be treated as a new claim if either of the following is true:

- **Your** current disability is unrelated to **your** prior disability.
- After **your** prior disability ended, **you** returned to work for **your Employer** for more than 6 consecutive months.

LONG TERM DISABILITY BENEFIT INFORMATION

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. A new **maximum period of payment** will apply.

If **our** policy terminates and **you** become eligible for coverage under any other group disability plan that replaces **our** policy, **you** will not be eligible for coverage under **our** policy.

VOCATIONAL REHABILITATION SERVICES

We have vocational rehabilitation services available to assist **you** in returning to work to the extent of **your** ability. **We** will review **your** disability claim to determine whether **you** are eligible for these services. In order to be eligible for vocational rehabilitation services and benefits, **you** must be medically able to participate in a return to work plan.

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 determine an appropriate return to work plan.

We will make the final determination of **your** eligibility for these services.

If **we** determine that vocational rehabilitation services are appropriate, **we** will provide **you** with a written **vocational rehabilitation plan** developed specifically for **you**.

The **vocational rehabilitation plan** may include, but is not limited to the following services:

- Coordination with **your Employer** to assist **you** to return to work.
- Evaluation of adaptive equipment or job accommodations to allow **you** to work.
- Evaluation of possible workplace modifications which might allow **you** to return to work in **your regular occupation** or another job or occupation.
- Vocational evaluation to determine how **your** disability may impact **your** employment options.
- Job placement services, including resume preparation services and training in job-seeking skills.
- Alternative treatment plans such as recommendations for support groups, physical therapy, occupational therapy or other treatment designed to enhance **your** ability to work.

VOCATIONAL REHABILITATION BENEFIT

If **you** are receiving **monthly payments** under the policy, and **you** are participating in a **vocational rehabilitation plan**, **you** may be eligible for an additional Vocational Rehabilitation Benefit. **We** will pay an additional benefit of 5% of **your gross monthly payment** to a maximum of \$500 per month.

This benefit is not subject to policy provisions which would otherwise increase or reduce the benefit amount such as **deductible sources of income**. However, the Total Benefit Cap will apply.

Vocational Rehabilitation Benefits will end on the earliest of the following dates:

- The date **we** determine that **you** are no longer eligible to participate in a **vocational rehabilitation plan**.
- The date **you** are no longer participating in a **vocational rehabilitation plan**.
- Any other date on which **monthly payments** would stop in accordance with the policy.

SURVIVOR BENEFIT

When **we** receive proof that **you** have died, **we** will pay **your eligible survivor** a lump sum benefit equal to three (3) times **your gross monthly payment** if, on the date of **your** death, both of the following are true:

- **Your** disability had continued for 180 or more consecutive days.
- **You** were receiving or were eligible to receive payments under the policy.

If **you** have no **eligible survivors**, payment will be made to **your** estate, unless there is none. In this case, no payment will be made.

However, **we** will first apply the Survivor Benefit to recover any overpayment that may exist on **your** claim.

LONG TERM DISABILITY BENEFIT INFORMATION

SUPPLEMENTAL DISABILITY BENEFIT

We will pay **you** an additional supplemental disability benefit equal to 10% of **your monthly earnings**, not to exceed \$5,000 per month, if **you** are unable to perform the **material and substantial duties** of **your regular occupation** due to **your sickness or injury**, and one of the following is also true:

- **You** are continuously unable to perform two or more **activities of daily living (ADL)**, without **stand-by help**.
- **You** have a **cognitive impairment**.
- **You** have a **terminal illness**.

CLAIM INFORMATION

NOTICE OF CLAIM

We encourage **you** to notify **us** of **your** claim as soon as possible so that a claim decision can be made in a timely manner. Written notice of claim should be given to **us** within 30 days after the date **your** disability begins. The notice may be given to **us** at **our** home office or to **our** authorized agent or administrator. 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.

The claim form is available from the **Policyholder** or **you** can request a claim form from **us**. If **you** do not receive the form from **us** within 15 days of **your** request, send **us** written proof of claim without waiting for the form.

You must notify **us** immediately when **you** return to work in any capacity.

FILING A CLAIM

You and **your Employer** must fill out **your** own sections of the claim form and then give it to **your** attending **doctor**. **Your doctor** should fill out his or her section of the form and send it directly to **us**.

PROOF OF YOUR CLAIM

You must send **us** written proof of **your** claim no later than 90 days after **your** elimination period ends. Failure to give such proof 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 proof within that time, and the proof was given as soon as reasonably possible. **You** must provide proof of claim no later than 1 year after the time proof is otherwise required, except in the absence of legal capacity.

Your proof of claim, provided at **your** expense, must show all of the following:

- That **you** are under the **appropriate care** of a **doctor**.
- 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 regular occupation**.
- The name and address of any **hospital, health facility or institution** where **you** received treatment, including all attending **doctors**.
- Documentation of prior disability coverage, if applicable.

In some cases, **you** will be required to give **us** authorization to obtain additional medical information, and to provide non-medical information as part of **your** proof of claim, or proof of continuing disability. **We** will deny **your** claim, or stop sending **you** payments, if the appropriate information is not submitted within 45 days of the request.

You must notify **us** immediately when **you** return to work in any capacity.

MAKING PAYMENTS

Once **your** claim has been approved, **we** will send **you** a payment at the end of each month for any period for which **we** are liable. Any balance remaining unpaid at the termination of a period of disability will be paid immediately upon receipt of **your** proof of claim.

The following only applies in the event that any claim under the policy is not governed by the Employee Retirement Income Security **Act** of 1974, as amended (ERISA). Under Colorado law, if **your** claim has been denied in whole or in part, and **you** have exhausted **your** administrative remedies, **you** are entitled to have **your** claim reviewed de novo in any court with jurisdiction and to a trial by jury.

CLAIM INFORMATION

OVERPAID CLAIMS

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 **deductible sources of income**.

You must reimburse **us** in full. **We** will determine the method by which the repayment is to be made. **We** will not recover more money than the amount **we** paid **you**. However, **we** reserve the right to recover any prior or current overpayment from any past, current or new payable disability claim under the policy.

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.

- **Amounts of Coverage**

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 \$300,000
 - 80% of cash surrender or withdrawal values but not to exceed \$100,000
 - **Annuities and Structured Settlement Annuities**
 - 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 www.califega.org, 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.

ReliaStar Life Insurance Company
250 Marquette Avenue, Suite 900, Minneapolis, MN 55401

NOTICE TO CALIFORNIA POLICYHOLDERS/CERTIFICATEHOLDERS
KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

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 to us at the above address or call 1-800-955-7736.

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**

Web Site: www.insurance.ca.gov/01-consumers/101-help

SUMMARY OF THE LIFE AND HEALTH INSURANCE PROTECTION ASSOCIATION ACT AND NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS

INTRODUCTION

Residents of Colorado who purchase life insurance, annuities or health insurance should know that insurance companies licensed in this state to write these types of insurance are members of the Life and Health Insurance Protection Association. The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in Colorado, and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Association is limited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

IMPORTANT DISCLAIMER

The Life and Health Insurance Protection Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require residency in Colorado. You should not rely on coverage by the Life and Health Insurance Protection Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk. Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Association to induce you to purchase any kind of insurance policy.

SUMMARY

The state law that provides for this safety-net coverage is called the Life and Health Insurance Protection Association Act. Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Association.

Coverage. Generally, individuals will be protected by the Life and Health Insurance Protection Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they hold certificates under a group life or health insurance contract or annuity, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state. Certain parties to structured settlement annuity contracts may be entitled to coverage benefits as well based on defined circumstances.

This Information is Provided By:

Colorado Life & Health Insurance
Protection Association
201 Robert S. Kerr Ave, Suite 600
Oklahoma City, OK 73102
1-800-337-7796

Colorado Division of Insurance
560 Broadway
Suite 850
Denver, CO 80202
(303) 894-7499

Exclusions From Coverage: Persons holding such policies or contracts are not protected by this Association if:

- they are not residents of the State of Colorado, except under certain very specific circumstances;
- the insurer was not authorized or licensed to do business in Colorado at the time the policy or contract was issued;
- their policy was issued by a nonprofit hospital or health service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The Association also does not provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk;
- any policy of reinsurance (unless an assumption certificate was issued);
- plans of employers, associations or similar entities to the extent they are self-funded or uninsured (that is, not insured by an insurance company, even if an insurance company administers them);
- interest rate yields, credit rate yields or other factors employed in calculating returns, including but not limited to indexes or other external references stated in the policy or contract, that exceed an average rate specified in the Association Act;
- dividends;
- experience rating credits;
- credits given in connection with the administration of a policy or contract;
- any unallocated annuity;
- annuity contracts or group annuity certificates used by nonprofit insurance companies to provide retirement benefits for nonprofit educational institutions and their employees;
- policies, contracts, certificates or subscriber agreements issued by a prepaid dental care plan;
- sickness and accident insurance when written by a property and casualty insurer as part of an automobile insurance contract;
- unallocated annuity contracts issued to an employee benefit plan protected under the federal Pension Benefit Guaranty Corporation;
- policies or contracts issued by an insurer which was insolvent or unable to fulfill its contractual obligations as of July 1, 1991, except for annuity contracts issued by a member insurer which was placed into liquidation between July 1, 1991 and August 31, 1991;
- policies or contracts covering persons who are not citizens of the United States;
- any kind of insurance or annuity, the benefits of which are exclusively payable or determined by a separate account required by the terms of such insurance policy or annuity maintained by the insurer or by a separate entity.

Limits On Amount Of Coverage. The Act also limits the amount the Association is obligated to pay out. The Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, no matter how many policies or contracts were issued by the same company, even if such contracts provide different types of coverages, the Association will pay a maximum of:

- \$300,000 in net life insurance death benefits and no more than \$100,000 in net cash surrender and net cash withdrawal values for life insurance;
- for health insurance benefits- \$100,000 for coverages not defined as disability, basic hospital, medical and surgical, or major medical insurance, including any net cash surrender and net cash withdrawal values; \$300,000 for disability insurance; or \$500,000 for basic hospital, medical and surgical, or major medical insurance;
- \$250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values; or
- with respect to each payee of a structured settlement annuity, \$250,000 in present value annuity benefits, in the aggregate, including net cash surrender and net cash withdrawal values; or
- \$300,000 for long term care benefits.

The Association shall not be liable to expend more than \$300,000 in the aggregate, with respect to any one life except that with respect to benefits for basic hospital, medical and surgical and major medical insurance, the aggregate liability of the Association shall not exceed \$500,000 with respect to any one individual.

ReliaStar Life Insurance Company

COLORADO CIVIL UNION ENDORSEMENT

All references to "spouse" in the policy/certificate and any riders, endorsements or amendments include a partner to a civil union that is recognized by the State of Colorado. Any reference to "stepchild" includes a child of a partner to a civil union that is recognized by the State of Colorado. Any reference to "divorce" includes the dissolution of a civil union according to the requirements of the State of Colorado.

A civil union or domestic partnership or substantially similar legal relationship entered into outside of Colorado, which is valid under the laws of the jurisdiction under which the relationship was legally entered into, will be treated as a civil union under Colorado law.

**NOTICE CONCERNING COVERAGE LIMITATIONS
AND EXCLUSIONS UNDER THE HAWAII LIFE AND
DISABILITY INSURANCE GUARANTY ASSOCIATION ACT**

Residents of Hawaii who purchase life insurance, annuities, or disability insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Hawaii Life and Disability Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumer's care in selecting companies that are well-managed and financially stable.

DISCLAIMER

The Hawaii Life and Disability Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Hawaii. You should not rely on coverage by the Hawaii Life and Disability Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is *NOT* provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. *However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.*

**The Hawaii Life and Disability Insurance Guaranty Association
1132 Bishop Street, Suite 1590
Honolulu, Hawaii 96813**

**Department of Commerce and Consumer Affairs
Insurance Division
P.O. Box 3614
Honolulu, Hawaii 96811**

The state law that provides for this safety-net coverage is called the Hawaii Life and Disability Insurance Guaranty Association Act. Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.

(please turn to back of page)

COVERAGE

Generally, individuals will be protected by the Hawaii Life and Disability Insurance Guaranty Association if they live in this state and hold a life or disability insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are **not** protected by the Guaranty Association if –

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state); or
- the insurer was not a member insurer of the Guaranty Association. A nonprofit hospital or medical service organization (the "Blues"), an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or an insurance exchange are examples of nonmember insurers.

The Guaranty Association also does **not** provide coverage for –

- 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 a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- dividends;
- credits given in connection with the administration of a policy by a group contract holder;
- employer's plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- unallocated annuity contracts (which give rights to group contract holders, not individuals).

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the Guaranty Association is obligated to pay out. The basic protections provided by the Association are:

- Life Insurance
 - \$300,000 in death benefits
 - \$100,000 in cash surrender or withdrawal values
- Health Insurance
 - \$500,000 in hospital, medical and surgical insurance benefits
 - \$300,000 in disability insurance benefits
 - \$300,000 in long-term care insurance benefits
 - \$100,000 in other types of health insurance benefits
- Annuities
 - \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits and with regard to one owner of multiple non-group policies of life insurance.

Texas Residents: Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

ReliaStar Life Insurance Company

To get information or file a complaint with your insurance company:

Call: Customer Contact Center Manager at 1-800-955-7736

Toll-free: 1-888-238-4840 for Life Insurance and 1-877-236-7564 for Supplemental Benefits Insurance

Email: LifeClaims@voya.com

Mail: 250 Marquette Avenue, Suite 900, Minneapolis, MN 55401

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamacion o con su prima de seguro, llame primero a su compania de seguros. Si no puedo resolver el problema, es posible que el Department de Seguros de Texas (Texas Department of Insurance, pro su nombre en ingles) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, tambien debe presentar una queja a traves del proceso de quejas o de apelaciones de su compania de seguros. Si no lo hace, podria perder su derecho para apelar.

ReliaStar Life Insurance Company

Para obtener informacion o para presentar una queja ante su compania de seguros:

Llame a: Customer Contact Center Manager at 1-800-955-7736

Telefono gratuito: 1-888-238-4840 for Life Insurance and 1-877-236-7564 for Supplemental Benefits Insurance

Correo electronico: LifeClaims@voya.com

Direccion postal: 250 Marquette Avenue, Suite 900, Minneapolis, MN 55401

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacion ada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electronico: ConsumerProtection@tdi.texas.gov

Direccion postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

Notice of Protection Provided by Utah Life and Health Insurance Guaranty Association

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

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

The basic protections provided by the Association are:

- Life Insurance
 - o \$500,000 in death benefits
 - o \$200,000 in cash surrender or withdrawal values
- Health Insurance
 - o \$500,000 in hospital, medical and surgical insurance benefits
 - o \$500,000 in long-term care insurance benefits
 - o \$500,000 for disability income insurance benefits
 - o \$500,000 in other types of health insurance benefits
- Annuities
 - o \$250,000 in the present value of annuity benefits in aggregate, including any net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$500,000. Special rules may apply with regard to hospital, medical, and surgical insurance benefits.

NOTE: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Utah law.

To learn more about the above protections, please visit the Association's website at www.utlifega.org, or contact:

Utah Life and Health Insurance Guaranty Assoc.
32 West 200 South #150
Salt Lake City, UT 84101
(801)320-9955

Utah Insurance Department
State Office Bldg., Rm. 3110
Salt Lake City, UT 84114
(801) 538-3800

The Summary Plan Description on the following pages is provided to you at the request of the Policyholder.
It is not a part of the insurance certificate.

SUMMARY PLAN DESCRIPTION

For a Plan of Insurance Underwritten by
ReliaStar Life Insurance Company
P.O. Box 20
Minneapolis, Minnesota 55440

Plan Name, Number and Name and Address of Policyholder:

East West Partners, LLC
74460-3LTD2011
East West Partners, Inc.
PO Box 9550
Avon, CO 81620

Name, Address, and Telephone Number of the Plan Administrator:

East West Partners, Inc.
PO Drawer 2770
Avon, CO 81620
970-845-9200

Identification Numbers

IRS Employer Identification Number: 84-1128572
Plan Number: 502

Agent for Legal Process: Plan Administrator

Trustees: None

Collective Bargaining or Multiple-Employer Agreements under which Plan is Established: None

Type of Administration: Records maintained by Policyholder.

Premium Payments: 100% Employer Paid.

Plan Year: January 1 through December 31.

Claim Procedures: Please refer to CLAIM PROCEDURES section(s).

Statement of ERISA Rights: Please refer to STATEMENT OF ERISA RIGHTS section.

Eligibility and Circumstances Limiting Eligibility: As described in the Certificate of Insurance.

Type of Plan: As described in the Certificate of Insurance.

Benefits in Plan: As described in the Certificate of Insurance.

Amendment or Termination of Plan: The Policyholder makes no promise to continue these benefits in the future and rights to future benefits will never vest.

ReliaStar Life's Group Policy may be amended or terminated as set forth in the Group Policy.

Benefits, Rights, and Obligations after Termination: As described in the Certificate of Insurance.

SUMMARY PLAN DESCRIPTION

CLAIM PROCEDURES FOR DISABILITY INCOME INSURANCE

1. Information regarding claim submission may be obtained from the Plan Administrator or Human Resource Department.
2. ReliaStar Life Insurance Company (ReliaStar Life) will process the claim and make payment or issue a denial notice.
3. Written notice of denial of a claim will be furnished to the claimant within 45 days after receipt of the claim. Up to two extensions of 30 days each will be allowed for processing the claim for matters beyond the Plan's control or if additional information is needed from the claimant. The claimant will be given notice of any such extension. The notice will state the standards on which the entitlement to the benefit is based, the unresolved issues that prevent a decision on the claim, the additional information needed to resolve those issues, if any, and the date a decision is expected.
4. The notice of denial will be written in an understandable manner and include the following:
 - a. The specific reason(s) for the denial.
 - b. Specific reference to the provision, internal rule, guideline or protocol which forms the basis of the denial.
 - c. A description of additional information, if any, which would enable a claimant to receive the benefits sought and an explanation of why it is needed.
 - d. A description and a copy of relevant claim review procedures, including the time limits applicable to such procedures and notice of the claimant's right to bring a civil action pursuant to Section 502(a) of ERISA following an adverse decision on appeal.
5. The claimant may request an appeal at any time during the 180-day period following receipt of the notice of denial of the claim.
6. ReliaStar Life will consider requests for an appeal of a denied claim upon written application of the claimant or his or her duly authorized representative. As part of the appeal, the claimant has the right, upon request and free of charge, to access or obtain copies of all documents, records and other information that is relevant to the claim for benefits. The claimant may, in the course of this appeal, submit to ReliaStar Life written comments, documents, records, and other information relating to the claim. ReliaStar Life will provide a full and fair review that takes into account all comments, documents, records and other information submitted by the claimant without regard to whether such information was submitted or considered in the initial benefit determination. Review of claim denials and final decisions on appeal are the responsibility of ReliaStar Life.
7. Prior to rendering an adverse decision on appeal, ReliaStar Life will provide notice to the claimant of any new or additional evidence considered, relied upon, or generated by the plan, insurers or other persons making the benefit determination. ReliaStar Life will also notify the claimant if it has new or additional rationale for an adverse appeal determination. ReliaStar Life will then provide the claimant with a reasonable opportunity to review and respond to this new information before making its decision. The time period ReliaStar Life has to make its determination will be tolled while it is waiting for the claimant's response.
8. ReliaStar Life will provide the claimant with a written decision of the final determination of the claim. If ReliaStar Life sends an adverse benefit determination following its review of the appeal, the notice of the determination will be written in an understandable manner and include the following:
 - a. The specific reason(s) for the adverse benefit determination.
 - b. Reference to the specific provision on which the determination is based.
 - c. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim.
 - d. A statement of the claimant's right to bring a civil action and any contractual statute of limitations period, including the specific calendar date on which such limitations period will expire.
 - e. If an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse benefit determination, then a copy of any such rule, guideline, protocol or other criterion will be provided free of charge.
 - f. The following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

SUMMARY PLAN DESCRIPTION

This decision will be issued as soon as practicable from the date of appeal, but not longer than 45 days unless an extension is needed. An extension of 45 days will be allowed for making the decision for matters beyond the Plan's control or if additional information is needed from the claimant. The claimant will be given notice if this extension is necessary, stating the reason for the extension, the date a decision is expected, and the additional information needed from the claimant, if any. If the decision on review is not received within these time limits, the claim may be considered denied. If the claimant receives an adverse benefit determination, the claimant will then have the right to bring a civil action pursuant to Section 502(a) of ERISA.

9. ReliaStar Life has final discretionary authority to determine all questions of eligibility and status, to interpret and construe the terms of this policy(ies) of insurance, and to make claim determinations.

SUMMARY PLAN DESCRIPTION

STATEMENT OF ERISA RIGHTS

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Office of Participant Assistance, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.