# YOUR SHORT TERM DISABILITY INCOME INSURANCE PLAN

For Employees of

Thrasher, Inc.

# GROUP SHORT TERM DISABILITY INCOME INSURANCE CERTIFICATE OF COVERAGE

## RELIASTAR LIFE INSURANCE COMPANY

**250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401**

Claims: 866-228-8742 Customer Service: 800-955-7736

**POLICYHOLDER:** Thrasher, Inc.

**GROUP POLICY NUMBER:** 74046-2STD2

**POLICY EFFECTIVE DATE:** January 1, 2024

**POLICY ANNIVERSARY DATE:** January 1

**GOVERNING JURISDICTION:** Nebraska

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

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

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

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

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

### GROUP DISABILITY INCOME INSURANCE

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

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

Robert L. Grubka
President

Melissa A. O'Donnell
Secretary

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Policyholder's Contact Information:
Thrasher, Inc., 11844 Valley Ridge Dr, Papillion, NE 68046

Nebraska Insurance Department Phone Number: (402) 471-2201

Florida residents:
**The benefits of the Policy providing your coverage are governed primarily by the law of a state other than Florida.**

# SCHEDULE OF BENEFITS

**EMPLOYER:** Thrasher, Inc.

**GROUP POLICY NUMBER:** 74046-2STD2

## ELIGIBLE CLASS(ES)
All Employees in Active Employment with the Employer in the United States.

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

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

### MINIMUM HOURS REQUIREMENT
Employees: 30 hours per week

### ELIGIBILITY WAITING PERIOD
For persons in an eligible class on or before the Policy Effective Date: End of month in which you complete a continuous period of 30 days of Active Employment.

For persons entering an eligible class after the Policy Effective Date: End of month in which you complete a continuous period of 30 days of Active Employment.

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

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

### CREDIT FOR PRIOR SERVICE
We will apply any prior period of work with the Employer toward the Eligibility Waiting Period to determine your eligibility date.

### WHO PAYS FOR THE COVERAGE
You pay the cost of your coverage.

### ELIMINATION PERIOD
0 consecutive days for Disability due to Injury.
7 consecutive days for Disability due to Sickness.

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

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

If, because of a Disability, you are Hospital Confined as an In-Patient, benefits begin immediately. Benefits paid during the elimination period will not count toward the Maximum Period of Payment.

### MAXIMUM BENEFIT
The Maximum Benefit is: $2000 per week.

## WEEKLY BENEFIT

60% of Weekly Earnings to a Maximum Benefit of $2000 per week.

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.

## WEEKLY EARNINGS

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

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

## MAXIMUM PERIOD OF PAYMENT

26 weeks

## SUPPORT SERVICES

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

# DEFINITIONS

**Accident** means an unforeseen event that results in a bodily Injury.

**Active Employment** means you are working for the Employer for earnings that are paid regularly and 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 shown in the SCHEDULE OF BENEFITS.

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

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

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

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

**Appropriate Care** means 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.

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

**Child** means your biological children, adopted children, stepchildren, children who are dependent on you for financial support and living with you in a regular parent-child relationship, and any other children required to be covered under the civil union, domestic partnership, marriage, or other family or domestic relations law of the governing jurisdiction. A child will be considered adopted on the date of placement in your home.

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

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

**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 Weekly Payment.

**Disability or Disabled** means Total Disability or Totally Disabled and Partial Disability or Partially Disabled

**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.

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

**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, children, parents, including in-laws, or siblings, including in-laws, or a business or professional partner, or any person who has a financial affiliation or business interest with you as a doctor for a claim that you send to us.

**Eligible Survivor** means your Spouse, if living; otherwise, your child(ren).

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

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

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

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

**Gross Weekly Payment** means your benefit before any reduction for Deductible Sources of Income and Disability Earnings.

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

**Hospital Confined** means you are confined as an In-Patient in a Hospital, Health Facility or Institution.

**In-Patient** means an individual who is physically confined for an overnight stay, as a registered bed patient in a Hospital, Health Facility or Institution.

**Injury** means a bodily injury that is the direct result of an Accident and not related to, contributed to by, or resulting from 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 an Employee who is eligible for coverage under the Policy, becomes covered according to the terms of the Policy, and whose coverage remains in effect according to the terms of the Policy.

**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.

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

**Maximum Capacity** means, based on your restrictions and limitations, the greatest extent of work you are able to do in your Regular Occupation.

**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.

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

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

**Partial Disability or Partially Disabled** means that, due to your Sickness or Injury, one of the following is true:

- You are able to perform the Material and Substantial Duties of your Regular Occupation or another occupation on a less than full-time basis and as a result your Disability Earnings are less than 80% of your Weekly Earnings.
- You are able to perform one or more, but not all, of the Material and Substantial Duties of your Regular Occupation or another occupation on a full-time or Part-time Basis and as a result your Disability Earnings are less than 80% of your Weekly Earnings.

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

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

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

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

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

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

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

**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, undiagnosed or misdiagnosed:

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

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

**Prior Policy** means the Policyholder's short term disability income insurance policy and the individual disability income policy for which you were insured on the day prior to the effective date of our Policy.

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

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

**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.

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

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

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

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

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

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

**Total Disability or Totally Disabled** means that when we review your claim and determine you are unable to perform the Material and Substantial Duties of your Regular Occupation due to your Sickness or Injury, and you are not working in any occupation.

If you are employed as a pilot, co-pilot, or crew of an aircraft, Total Disability or Totally Disabled means that your Sickness or Injury prevents you from performing the duties of any occupation.

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

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

**Weekly Payment** means your benefit after any Deductible Sources of Income and Disability Earnings have been subtracted from your Gross Weekly Payment.

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

# GENERAL PROVISIONS

## ELIGIBILITY

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

- The Policy Effective Date.
- The day after you complete your Eligibility Waiting Period, unless waived.

## EFFECTIVE DATE OF COVERAGE

You will be covered at 12:01 a.m. standard time at the Policyholder's address on the latest of the following:

- The date you are eligible for coverage, if you apply for coverage on or before that date.
- The date you apply for coverage.
- The Policy Anniversary Date following the Open Enrollment Period.
- The date you return to Active Employment, if you are not in Active Employment when your coverage would otherwise become effective. **Exception:** Coverage starts on a non-working day if you were in Active Employment on your last scheduled working day before the non-working day. Non-working days include time off for the following: planned vacations that your Employer has approved, personal holidays, weekends and holidays, approved non-medical leave of absence and paid time off for non-medical-related absences.

## EFFECTIVE DATE OF CHANGES TO COVERAGE

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

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

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

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

## CHANGE OF INSURANCE CARRIERS

If you are in Active Employment in an eligible class on the date your Employer changes insurance carriers to our Policy, and you were covered under the Prior Policy on the day before 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.

If you are not in Active Employment due to Injury or Sickness on the effective date of the Employer's coverage under our Policy, and you were covered under the Employer's prior group policy of disability income insurance at the time the 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 Policy's coverage must be similar to our Policy.

If you are not in Active Employment due to Injury or Sickness 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.

If you are not in Active Employment due to Employer approved non-medical leave of absence on the effective date of the Employer's coverage under our Policy, and you were covered under the Employer's prior group policy of disability income insurance at the time the 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.

If you are not in Active Employment due to an Employer approved non-medical leave of absence on the Policy Effective Date, 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 Premiums.

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

If your coverage ends under this provision, or if you were not covered under the Employer's Prior Policy on the date that policy terminated, the EFFECTIVE DATE OF COVERAGE provision under our Policy will apply.

## CREDIT FOR PRE-EXISTING CONDITIONS

We may pay benefits if your Disability results from a Pre-Existing Condition if both of the following are true:

- You were insured for disability income insurance under the Employer’s Prior Policy at the time the Employer changed insurance carriers to our Policy.
- You have been continuously covered under our Policy from our Policy Effective Date through the date the Disability occurs.

In order to receive benefits, you must satisfy THE PRE-EXISTING CONDITION EXCLUSION provision under either our Policy or under the Prior Policy, if benefits would have been paid had that Prior Policy remained in force.

If you satisfy the PRE-EXISTING CONDITION EXCLUSION provision of our Policy, we will determine your benefits according to our Policy's provisions.

If you do not satisfy the PRE-EXISTING CONDITION EXCLUSION provision of our Policy, but you do satisfy the Prior Policy's Pre-Existing Condition provision, then both of the following apply:

- The benefit will be the lesser of:
  - the benefit that would have been payable under the terms of the Prior Policy had it remained in force.
  - the benefit under our Policy.
- Benefits will end on the earlier of:
  - the date benefits end under our Policy, as described under the TERMINATION OF COVERAGE 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 PRE-EXISTING CONDITION EXCLUSION provision 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.

## TERMINATION OF COVERAGE

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

- The date the Policy terminates.
- The date you are no longer in an eligible class.
- The date your eligible class is no longer covered.
- The date you voluntarily cancel your coverage.
- The end of the period for which you paid Premiums, if you stop making a required premium contribution, subject to the grace period.
- 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.

We will provide coverage for a Payable Claim that occurs while you are covered under the Policy.

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

## POLICY TERMINATION

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

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

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

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

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

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

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

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

If the Policy is terminated, the cancellation will not affect a Payable Claim.

## GRACE PERIOD

The Policyholder has a grace period of 60 days for the payment of any Premium due except the first. During the grace period the Policy will remain in force. If full payment is not received by us by the end of the grace period, the Policy will automatically terminate at the end of the grace period. The Policyholder is required to pay a pro rata Premium for any period the Policy was in force during the grace period. There is no grace period if the Policyholder gives us advance Written notice of termination, or if we have given the Policyholder advance Written notice of termination as described under the POLICY TERMINATION provision.

## INCONTESTABILITY

Any statement made by you is considered a representation and not a warranty. We will not use such statement to avoid insurance, reduce benefits or defend a claim unless the statement is included in a Written statement of insurability which has been Signed by you and a copy of such statement has been given to you or your personal representative.

Except in the case of fraud, no statement made by you in a statement of insurability will be used to contest the insurance or an increase in insurance for which the statement was made after the coverage has been in force for two years during your lifetime. Fraud in the procurement of coverage under the Policy may be contestable when permitted by applicable law in the governing jurisdiction.

The statement on which any contest is based must be material to the risk accepted or the hazard assumed by us.

## CLERICAL ERROR

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

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

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

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

## MISSTATEMENT OF AGE

If Premiums are based on your age and you have misstated your age, we will make a fair adjustment of benefits to reflect the amount of coverage that the Premium paid would have purchased at your true age. If the benefits applicable to you are based on age and you have misstated your age, we will make a fair adjustment of benefits based on your true age. We may require satisfactory proof of your age before paying any claim.

## 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.

## CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

This Certificate was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of this Certificate which, on the provision's effective date, conflicts with Interstate Insurance Product Regulation Commission standards for this product type, is automatically amended to conform to the Interstate Insurance Product Regulation Commission standards for this product type as of the provision's effective date.

## ENTIRE CONTRACT

The entire contract consists of all of the following:

- The Policy issued to the Policyholder including Part A and Part B.
- This Certificate(s) which is (are) made part of Part B under the Policy.
- Any endorsements, amendments and/or riders issued.
- The Policyholder's Signed application, a copy of which is attached to the Policy when issued and
- The Insured Person's Signed Statement of Insurability form.

## CHANGES TO POLICY OR CERTIFICATE

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

Riders, endorsements and amendments are subject to prior approval by the Interstate Insurance Product Regulation Commission. A rider, endorsement or amendment will not affect the insurance provided under the Certificate(s) until the effective date of the change, unless retroactivity is required by the Interstate Insurance Product Regulation Commission.

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

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

# DISABILITY BENEFITS

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

## ELIMINATION PERIOD

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

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

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

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

## SATISFYING YOUR ELIMINATION PERIOD IF YOU ARE WORKING

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

## WHEN YOU RECEIVE PAYMENTS

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

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

## AMOUNT OF PAYMENT

### A. IF YOU ARE TOTALLY DISABLED OR YOU ARE PARTIALLY DISABLED AND YOUR DISABILITY EARNINGS ARE LESS THAN 20% OF YOUR WEEKLY EARNINGS

We will follow this process to figure your payment:

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

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

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

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

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 Weekly Payment:

1. Subtract your Disability Earnings from your Weekly Earnings.
2. Divide the answer in Step 1 by your Weekly Earnings. The result is your percentage of lost earnings.
3. From your Gross Weekly 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 Weekly Payment. If this amount is less than the Minimum Payment amount under the Policy, your payment will be subject to the MINIMUM PAYMENT provision.

If the answer in Step 4 above is less than or equal to 100% of your Weekly Earnings, your Weekly Payment will be your Gross Weekly Payment minus any Deductible Sources of Income, except any income from any form of employment. 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'RE DISABLED AND WORKING, AND YOUR DISABILITY EARNINGS ARE MORE THAN 80% OF YOUR WEEKLY EARNINGS

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

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

## IF YOUR DISABILITY EARNINGS FLUCTUATE

If your Disability Earnings routinely fluctuate from week to week, we may average your Disability Earnings over the most recent twelve weeks to 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 twelve weeks exceeds 80% of your Weekly Earnings.

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

## TOTAL BENEFIT CAP

If you are eligible to receive benefits under the Policy in addition to the Weekly Payment, the total benefit payable to you on a weekly basis (including all benefits provided under the Policy) will not exceed 100% of your Weekly 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:
  - Federal, state or local (including the District of Columbia) compulsory benefit act or law.
  - Individual Disability income plans which are wholly or partially paid for by the Policyholder or your Employer, or for which the Policyholder or your Employer makes payroll deductions, to the extent that cumulative benefits payable would exceed Your Weekly Earnings.
  - Military Disability benefit plan.
  - Governmental retirement system as a result of your job with your Employer.
  - Other group insurance policy to the extent the plan covers the same Weekly Earnings.
- The amount that you receive, as disability income payments under any "No fault" motor vehicle plan.
- The amount you receive under The Jones Act, the Maritime Doctrine of Maintenance and Cure or the Doctrine of Unseaworthiness.
- The amount you receive for lost income from a Third Party (after subtracting attorney's fees) by award, judgment, settlement or otherwise. If the award, judgment or settlement does not specify the lost income amount, we will estimate the amount using a percentage of the total amount received based on your Weekly Earnings, prorated to cover the period for which the award, judgment or settlement was made.
- The amount you receive under any Salary Continuation or Accumulated Sick Leave plan; paid Family and Medical Leave plan; sick pay, vacation pay, severance or other similar paid time off plan.
- The amount that you:
  - Receive as Disability payments under your Employer's Retirement Plan;
  - Voluntarily elect to receive as retirement payments under your Employer's Retirement Plan; or
  - Receive as retirement payments when you reach the later of age 62 or normal Retirement age, as defined in your Employer's Retirement Plan.

Disability payments under a Retirement Plan will be those benefits which are paid due to Disability and do not reduce the retirement benefit which would have been paid if the Disability had not occurred. Retirement payments will be those benefits which are paid based on your Employer's contribution to the Retirement Plan. Disability benefits which reduce the retirement benefit under the plan will also be considered as a retirement benefit.

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

- The amount that you, your Spouse and your children receive, or are eligible to receive, as disability payments because of your Disability under:
  - The United States Social Security Act.
  - The Canada Pension Plan.
  - The Quebec Pension Plan.
  - Any similar plan or act.
- The amount that you receive as retirement payments or the amount your Spouse and your children receive as retirement payments because you are receiving retirement payments under:
  - The United States Social Security Act.
  - The Canada Pension Plan.
  - The Quebec Pension Plan.
  - Any similar plan or act.
- The amount you earn or receive from any form of employment. If you have income from secondary employment, and such employment began prior to your date of Disability, the amount of income you were receiving from that secondary employment before your Disability began is not a Deductible Source of Income. Any increase in income from that secondary employment occurring after your date of Disability is a Deductible Source of Income.
- The amount you receive from any unemployment compensation law.

With the exception of retirement payments, amounts earned or received from any form of employment and amounts received from any unemployment compensation Law, 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 Weekly 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 Weekly 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 Weekly Payment has been reduced by an estimated amount, your Gross Weekly Payment will be adjusted when we receive either of the following:

- Proof of the amount awarded.
- 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 weekly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a weekly basis from the date of the award over your expected lifetime as determined by us.

We will not estimate your entitlement to the following:

- Payments you receive as disability payments under your Employer's Retirement Plan;
- Payments you voluntarily elect to receive as retirement payments under your Employer's Retirement Plan;
- Payments you receive as retirement payments when you reach the later of age 62 or normal retirement age, as defined in your Employer's Retirement Plan;
- The amount you receive as disability income payments under any "no fault" motor vehicle plan; or
- The amount you receive for lost income from a Third Party (after subtracting attorney's fees) by award, judgment, settlement or otherwise. **EXCEPTION:** if the award, judgment or settlement does not specify the lost income amount, we will estimate the amount using a percentage of the total amount received based on your Weekly Earnings, prorated to cover the period for which the award, judgment or settlement was made.

## NON-DEDUCTIBLE SOURCES OF INCOME

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

- 401(k) plans, 403(b) or 457 qualified deferred contribution plans.
- Profit sharing plans.
- Thrift plans.
- Tax-sheltered annuities.
- Stock ownership plans.
- Credit Disability insurance.
- Non-qualified plans of deferred compensation.
- Pension plans for partners.
- Military pension plans.
- Franchise Disability income plans.
- Individual Disability plans paid for by the Insured Person other than through payroll deduction.
- A retirement plan from another employer.
- Individual retirement accounts (IRA).

## MINIMUM PAYMENT

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

We may apply this amount to recover any outstanding overpayment.

## DURATION OF PAYMENTS

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

## WHEN PAYMENTS END

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

- The end of the Maximum Period of Payment.
- The date you are no longer Disabled under the terms of the Policy.
- The date you fail to submit proof of continuing Disability.
- The date you die.

- When you are able to return to work in your Regular Occupation on a Part-time Basis but you do not.
- The date your Disability Earnings exceed 80% of your Weekly Earnings.

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

## RECURRENT DISABILITY

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

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

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

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

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

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

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

## VOCATIONAL REHABILITATION 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, you must be medically able to participate in a return to work plan.

Your participation in a Vocational Rehabilitation Plan is voluntary. If you elect not to participate it will not affect our determination of whether you are Disabled under the Policy. 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 at our sole discretion, 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.

# EXCLUSIONS AND LIMITATIONS

## EXCLUSIONS

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

- Subject to the applicable law in the state where the Policy is delivered or issued for delivery, commission or attempt to commit a felony or illegal activity.
- Engaging in any illegal occupation, work or employment.
- Operating a motorized vehicle while under the influence of alcohol as evidenced by a blood alcohol level at or in excess of the state legal intoxication limit as defined by the state law where the Disability occurs.
- Intentionally self-inflicted harm.
- Attempted suicide, regardless of mental capacity.
- Participation in a war, declared or undeclared, or any act of war. An act of war is military activity by one or more national governments and does not include terrorist acts, other random acts of violence not perpetrated by you, or civil war or community faction.
- Active duty as a member of the armed forces of any nation. However, we will refund, upon Written notice of such service, any Premium which has been accepted for any period not covered as a result of this exclusion.
- Active participation in a riot, insurrection or terrorist activity, but not including civil commotion, disorder, Injury as an innocent bystander, or Injury because of self-defense.
- Subject to the applicable law in the state where the Policy is delivered or issued for delivery, voluntary intake of any narcotic or other controlled substance, unless the narcotic or controlled substance is taken under the direction of and as directed by a Doctor.
- Cosmetic surgery except when required for your Appropriate Care as a result of your Injury or Sickness; cosmetic surgery shall not include (1) reconstructive surgery when the surgery is incidental to or follows surgery resulting from trauma, infection or other diseases of the involved part, and (2) reconstructive surgery because of congenital disease or anomaly resulting in a functional defect and (3) surgery necessitated by gender dysphoria.
- Occupational Sickness or Injury.

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

# CLAIMS

## NOTICE OF CLAIM

Written notice of your 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 after the date your Disability begins.

## CLAIM FORM

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

## FILING A CLAIM

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

## PROOF OF CLAIM

You must send us Written proof of your claim within 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. However, in any event, you must provide proof of claim no later than one 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 names and addresses of all Hospitals, Health Facilities and Institutions where you received treatment or consultation.
- The names and addresses of all Doctors with whom you treated or consulted.
- Documentation of prior disability coverage, if applicable.

## CONTINUING PROOF OF CLAIM

We may require you to provide continuing proof of your claim as often as it is reasonable to do so during the pendency of your next benefit payment. You will have 60 days from the date of our request to provide us with continuing proof of your claim. As part of this process, we may require you to provide us with a signed authorization to allow us to obtain information as part of your continuing proof of claim. Failure to provide continuing proof of your claim or a signed authorization in 60 days may delay your payments until the required proof of continuing claim is received.

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

## PAYMENT OF CLAIMS

Once your claim has been approved, we will send you a payment at the end of each week for any period for which we are liable. Any balance remaining unpaid by us upon termination of such period will be paid within 30 days upon receipt of proof of your claim. A delayed payment of your claim will be subject to a simple interest at a rate of 10% per year beginning on the 31st day after receipt of satisfactory proof of your claim and ending on the day the claim is paid.

If any amount for which we are liable remains unpaid when you die, we will pay that amount to your Eligible Survivor. If, however, it is necessary for the establishment of a guardianship or conservatorship, or appointment of a trustee, executor or administrator, we may withhold further benefits until sufficient evidence is provided to us that any such establishment or appointment has been finalized. If the Eligible Survivor has a special needs trust, we will pay that person's trust upon receipt of trust documents. We will pay benefits within 30 days of receiving sufficient evidence of guardianship, conservatorship or trust. If we pay benefits on or after the 31st day of receiving sufficient evidence, the delayed payment will be subject to a simple 10% interest rate per year, beginning with the 31st day and ending on the day benefits are paid. 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.

## PHYSICAL EXAMINATION

We may require you to be examined by one or more Doctors or other medical practitioners of our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so while your claim is pending. We may also require you to be interviewed by our authorized representative. Failure to comply with this request may result in denial or termination of benefits.

## REVIEW OF DENIAL OF CLAIMS

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

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

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

## AUTHORITY

The Policyholder has delegated to the insurance company or its designee certain rights and discretion. These include the right and discretion to make determinations regarding the eligibility for participation or benefits and to interpret the terms of the Policy and Certificate. This delegation is made for the purpose of administering the terms of the Policy and Certificate.

## LEGAL ACTION

You can start legal action regarding a claim no earlier than 60 days after initial Written proof of claim has been given to us. You may not start legal action after the date the applicable statute of limitations has expired. However, for new claims, in no case may you start legal action more than three years after initial proof of claim was required; and for claims where benefit payments have been paid, in no case may you start legal action more than three years after continuing proof of claim was required.

## RIGHT TO REIMBURSEMENT

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

- Fraud.
- Any administrative error we make in processing a claim.
- Your receipt of Deductible Sources of Income.

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

You shall not act or fail to act in any manner that will prejudice our right to reimbursement without our prior Written agreement. If you prejudice our right to reimbursement, fail to cooperate with us or fail to comply with this provision, we may withhold any and all benefits in addition to pursuing all remedies available to us under applicable law.
If we pursue legal action against you to obtain reimbursement, you will be required to pay our costs and attorney's fees as permitted by applicable law. We reserve the right to recover any prior or current overpayment not only from the amounts you receive as Deductible Sources of Income (to the extent permitted by applicable law) but also from any benefits from any past, current or new disability claim payable under the Policy as well as from any other funds You may have.

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

## RIGHT TO SUBROGATION

If we have paid or will pay benefits in connection with a Disability which you suffered because of an act or omission of a Third Party, we reserve any and all rights of recovery available to us under applicable law in the state where the Policy is delivered or issued for delivery that you have against the Third Party to the extent necessary to protect our interests. We have the right to bring legal action against the Third Party on your behalf to recover the payments made by us if you do not initiate legal action for the recovery of such payments from the Third Party in a reasonable period of time. You must agree to furnish all information and documents that are necessary to secure our rights. We will pay for any expenses connected with our pursuit of subrogation or recovery. You shall not act or fail to act in any manner that will prejudice our right to subrogation without our prior Written agreement. If you prejudice our right to subrogation, fail to cooperate with us or fail to comply with this provision, we may pursue all remedies available to us under applicable law.

If we bring a legal action against the Third Party on your behalf, we will not reduce your disability benefits by any other amounts you receive from the Third Party. If we elect to reduce your disability benefits for lost income because of an award, judgment or settlement (minus attorney's fees) due to an act of omission of a Third Party, we will not pursue subrogation for your claim.

# CONTINUATION OF INSURANCE RIDER

## RELIASTAR LIFE INSURANCE COMPANY

**250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401**

**POLICYHOLDER:** Thrasher, Inc.

**GROUP POLICY NUMBER:** 74046-2STD2

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

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## DEFINITIONS

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

**Temporary Layoff** means you are absent from Active Employment for a period of time that has been agreed to in advance in writing by the Employer. Planned vacations that your Employer has approved in advance are not considered a Temporary Layoff.

## GENERAL PROVISIONS

### ELIGIBILITY

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

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

### EFFECTIVE DATE

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

### CHANGE OF INSURANCE CARRIERS

The CHANGE OF INSURANCE CARRIERS provision in the Certificate is revised to include an Employee whose coverage was being continued under a similar continuation provision in the Employer's Prior Policy on the date the Employer changes insurance carriers to our Policy.

## TERMINATION

This rider terminates on the earliest of the following:

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

## CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

This rider was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of this rider which, on the provision's effective date, conflicts with Interstate Insurance Product Regulation Commission standards for this product type, is automatically amended to conform to the Interstate Insurance Product Regulation Commission standards for this product type as of the provision's effective date.

# CONTINUATION OF INSURANCE

If you stop Active Employment due to:

- Employer-approved Leave of Absence, or
- Temporary Layoff

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

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

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

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

## EMPLOYER-APPROVED LEAVE(S) OF ABSENCE

### Family and Medical Leave

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

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

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

### Other Leave of Absence

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

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

## TEMPORARY LAYOFF

If you stop Active Employment due to a Temporary Layoff, then your insurance coverage may be continued until the last day of the month which next follows the date which is 1 month after the date you stopped Active Employment.

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

## CONCURRENT LEAVES OF ABSENCE

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

## TERMINATION OF CONTINUATION

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

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

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

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

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

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

## RETURN TO ACTIVE EMPLOYMENT

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

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

Executed at our Home Office:
250 Marquette Avenue, Suite 900
Minneapolis, MN 55401

Robert L. Grubka
President

Melissa A. O'Donnell
Secretary

# WAIVER OF PREMIUM RIDER

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

**POLICYHOLDER:** Thrasher, Inc.

**GROUP POLICY NUMBER:** 74046-2STD2

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

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## GENERAL PROVISIONS

### ELIGIBILITY
If you are working for the Employer in an eligible class (shown in the Certificate's SCHEDULE OF BENEFITS), you are eligible for this rider on the latest of the following dates:
- The Policy effective date.
- The date this rider is available to the eligible class of Insured Persons to which you belong.
- Your disability income coverage effective date.

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

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

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

### TERMINATION OF COVERAGE
The TERMINATION OF COVERAGE provision in your Certificate is revised to add this item to the terms under which your coverage ends:
- The date Premiums are no longer being waived under this rider, if you are not in an eligible class on that date.

## CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

This rider was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of this rider which, on the provision's effective date, conflicts with Interstate Insurance Product Regulation Commission standards for this product type, is automatically amended to conform to the Interstate Insurance Product Regulation Commission standards for this product type as of the provision's effective date.

# WAIVER OF PREMIUM BENEFIT

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

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

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

## CONDITIONS FOR WAIVER OF PREMIUM

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

- You are covered under this rider on the date your Disability begins.
- You are continuously Disabled for the entire Elimination Period and up to the date we approve your claim for Waiver of Premium. Premiums due for disability income insurance and this rider are subject to the provisions of any continuation riders.
- You meet the notice of claim and proof of claim requirement as described in the Claims section of the Certificate.

## EFFECTIVE DATE OF WAIVER OF PREMIUM

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

We will notify you if we deny your claim.

## TERMINATION OF WAIVER OF PREMIUM

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

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

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

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

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

Executed at our Home Office:
250 Marquette Avenue, Suite 900
Minneapolis, MN 55401

Robert L. Grubka
President

Melissa A. O'Donnell
Secretary

**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**

# 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.**

# NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS UNDER THE SOUTH DAKOTA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of South Dakota who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the South Dakota Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policy owners, contract owners, and certificate owners 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 consumers' care in selecting companies that are well-managed and financially stable.

**The Guaranty Association does not provide coverage for all types of life, health, or annuity benefits, and the Guaranty Association may not provide coverage for this policy or contract. If coverage is provided, it may be subject to substantial limitations or exclusions, and required continued residency in South Dakota. You should not rely on coverage by the South Dakota Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy or contract.**

**Coverage is NOT provided for your policy or contract for 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 for the purpose of sales, solicitation, or inducement to purchase any kind of insurance policy or contract.**

The South Dakota Life and Health Insurance Guaranty Association
Charles D. Gullickson, Executive Director
206 West 14th Street
Sioux Falls, South Dakota 57104
Tel. (605) 336-0177
www.sdlifega.org

South Dakota Division of Insurance
124 S. Euclid Avenue, 2nd Floor
Pierre, South Dakota 57501
Tel. (605) 773-3563
www.dlr.sd.gov/insurance

**(Please turn to back of page)**

The state law that provides for this safety-net coverage is called the South Dakota Life and Health 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.

**COVERAGE**

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are an insured certificateholder 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. Coverage is also provided by the Guaranty Association to persons eligible to receive payment under structured settlement annuities who are residents of this state and, under certain conditions, such persons even if they are not a resident of this 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);
- the insurer was not authorized to do business in this state;
- their policy or contract was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy owner, contract owner or certificate owner is subject to future assessments, or by an insurance exchange.

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

- any policy or contract or portion of a policy or contract which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- claims based on marketing materials or other documents which are not approved policy or contract forms, claims based on misrepresentations of policy or contract benefits, and other extra-contractual claims;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate specified by statute;
- dividends;
- credits given in connection with the administration of a policy or contract by a group contract holder;
- employers' 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 contractholders, not individuals);
- certain contracts which establish benefits by reference to a portfolio of assets not owned by the insurer; or
- policies providing health care benefits for Medicare Parts C or D Coverage.

**LIMITS ON AMOUNT OF COVERAGE**

The Guaranty Association in no event will pay more than what an insurance company would owe under a policy or contract. In addition, state law limits the amount of benefits the guaranty association will pay for any one insured life, and no matter how many policies or contracts there are with the same company, as follows: (i) for life insurance, not more that $300,000 in death benefits and not more than $100,000 in net cash surrender and net cash withdrawal values; (ii) for health benefit plans, not more than $500,000, but not more than $300,000 for disability insurance and long term care insurance, and not more than $100,000 for other types of health insurance, and (iii) for annuities, not more than $250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values. However, in no event will the Guaranty Association be obligated to cover more than an aggregate of $300,000 in benefits with respect to any one life except with respect to health benefit plans, for which the aggregate liability of the guaranty association may not exceed $500,000. These general statements of the limits on coverage are only summaries and the actual limitations are set forth in South Dakota law.

**ADDITIONAL INFORMATION**

The statutes which govern the Guaranty Association are contained in SDCL Chapter 58-29C. Additional information about the Guaranty Association may be found at www.sdlifega.org, which contains a link to SDCL Chapter 58-29C.

Information about the financial condition of insurers is available from a variety of sources, including financial rating agencies such as A.M. Best Company, Fitch Ratings, Moody's Investors Service, Inc., and Standard & Poor's. Additional information about financial rating agencies may be obtained by clicking on "Useful Links" on the website of the South Dakota Division of Insurance at www.dlr.sd.gov/insurance

The Guaranty Association is subject to supervision and regulation by the director of the South Dakota Division of Insurance. Persons who desire to file a complaint to allege a violation of the statues governing the Guaranty Association may contact the Division of Insurance. State law provides that any suit against the Guaranty Association shall be brought in Hughes County, South Dakota.

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