

**SELF-FUNDED GROUP SHORT TERM DISABILITY COVERAGE PLAN (“THE PLAN”)  
CERTIFICATE OF COVERAGE**

**Employer:** Linn County  
**Plan Effective Date:** July 1, 2021

All provisions on this and the following pages are part of the Certificate of Coverage.

Unless defined differently within a particular provision, the terms “you” and “your” mean the Participant. “Plan Administrator”, “We”, “us”, and “our” mean Madison National Life Insurance Company, Inc. Other defined terms appear with their initial letters capitalized. References to section headings appear in quotation marks.

No coverage under this Plan is in effect until approved in writing by Madison National Life Insurance Company, Inc. No benefits will be paid for disabilities which occurred before the effective date of the Plan.

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## SCHEDULE OF BENEFITS

Employer:	Linn County
Plan Number:	22
Plan Administrator:	Madison National Life Insurance Company, Inc.
Plan Effective Date:	July 1, 2021
Benefits Revised Date:	August 1, 2023
Eligible Classes:	03) Full Time Law Enforcement Employees
Minimum Hourly Work Requirement:	40 hours per week
Waiting Period:	None
Employee Eligibility Date:	FOM following or coinciding with completion of the Waiting Period
Evidence of Insurability Requirement:	Applies to Late Enrollees, Increases. and amounts exceeding the Guarantee Issue
Elimination Period:	Injury or Physical Disease – 14 days
STD Benefit Percentage:	60%
Maximum Weekly Benefit:	\$1,500
Guarantee Issue:	\$1,500
Minimum Weekly Benefit:	\$25
Maximum Benefit Period:	Commencing at the end of the Elimination Period and continuing for the lesser of 11 weeks, or until LTD Benefits commence.
Claim Payment Method:	Bi-weekly
Definition of Disability:	Total
Recurrent Disability:	20 days
Twenty-four Hour Coverage:	No; Non-Occupational Only
Definition of Predisability Earnings:	Base pay only
Employee Premium Contribution:	0%
Employer Premium Contribution:	100%
Minimum Participation Requirement:	100%
Social Security Integration:	Full family

Freeze Type:

Social Security Freeze

Integration with Work Earnings:

Direct

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## DEFINITIONS

**Active Work** and **Actively at Work** are defined in the Eligibility for Coverage section.

**Any Occupation** means any job for which you are qualified by education, training, or experience regardless of whether you are working in that or another occupation.

**Benefit Payment Period** means the period during which you are eligible to receive STD Benefit payments.

**Contributory** means that you pay all or a portion of the premium for coverage.

**Deductible Income** is defined in the Deductible Income section.

**Disability** and **Disabled** are defined in the Definition of Disability section.

**Eligible Class** means an employment classification defined by the Employer and specified in the “Schedule of Benefits”. You must be a member of an Eligible Class in order to be eligible for coverage under The Plan.

**Eligible Person** is defined in the Eligibility for Coverage section.

**Elimination Period** means the period of time that you must be continuously Disabled before STD Benefits become payable. No STD Benefits are payable during the Elimination Period. Your Elimination Period is specified in the “Schedule of Benefits”.

**Employee** is defined in the Eligibility for Coverage section.

**Employer** means Linn County.

**Evidence of Insurability** is defined in the Becoming a Participant section.

**Gross STD Benefit** is defined in the STD Benefit Calculation section.

**Guarantee Issue** is the amount of coverage provided, up to the Maximum Weekly Benefit, which is not subject to Evidence of Insurability.

**Hospital** means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. Rest homes, nursing homes, convalescent homes, homes for the aged and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

**Injury** means a bodily injury that is the direct result of an accident, that is not related to any other cause, and which in and of itself results in your Disability within 90 days. Benefits will be payable to you only if the Injury occurs while you are a Participant under the Plan.

**Late Enrollee** means an Employee who applies for coverage under the Plan more than 31 days after becoming an Eligible Person.

**Material Duties** is defined in the Eligibility for Coverage section.

**Maximum Benefit Period** means the longest period for which STD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Elimination Period. No STD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. No STD Benefits

will be paid for periods of time for which group long term disability benefits are payable. Your Maximum Benefit Period is specified in the "Schedule of Benefits".

**Mental Disorder** means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome listed in the latest edition of American Psychiatric Association Diagnostic and Statistical Manual or the International Classification of Disease.

**Noncontributory** means the Employer pays the entire premium for coverage.

**Own Occupation** means the occupation you routinely perform for the Employer at the time 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.

**Participant** means an Eligible Person whose coverage has become effective under the Plan.

**Physical Disease** means a physical disease entity or process that produces structural or functional changes in the body as diagnosed by a Physician. Physical Disease includes Pregnancy.

**Physician** means a licensed medical professional under the laws of a state of the United States of America, acting within the scope of such license, who is permitted by law to prescribe medications and practice independent of supervision.

For the purpose of the Plan, Physician will not include you or your Spouse, or the brother, sister, parent or child of either a Participant or a Participant's Spouse.

**Plan** (or "the Plan") means the self-insured group short term disability income coverage sponsored by the Employer as described in this certificate of coverage.

**Plan Administrator** means Madison National Life Insurance Company, Inc.

**Plan Effective Date** means the date on which the Plan becomes effective.

**Predisability Earnings** is defined in the Predisability Earnings section.

**Pregnancy** means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

**Proof of Loss** is defined in the Claims section.

**Regular Care of a Physician means:**

1. that you personally visit a Physician as frequently as is medically required according to standard medical practice, but in no event less than annually, to effectively manage and treat your disabling condition(s);
2. that your Physician is rendering appropriate treatment and care for the disabling condition(s) which conform(s) with standard medical practice and is the most appropriate for the disabling condition(s), according to standard medical practice; and
3. that you are complying with all aspects of the treatment plan prescribed by the Physician.

**Retirement Date** means the earlier of:

1. the date you retire as defined by your Employer;
2. the date you become eligible to receive retirement benefits under any pension plan to which the Employer contributes; or
3. the date you become eligible to receive retirement benefits under any state or federal retirement plan or under social security law.

**Spouse** means a person to whom you are legally married and from whom you are not legally separated.

**STD** means short term disability.

**STD Benefit** means the net benefit payment due to you after deductions are applied to your Gross STD Benefit as provided for under the Plan. Your STD Benefit is calculated under the STD Benefit Calculation section.

**Substance Abuse** means a condition listed in the latest edition of the American Psychiatric Association Diagnostic and Statistical Manual or the International Classification of Disease within a classification category or code including but not limited to 291, 292, 303, 304 or 305.

**Waiting Period** is defined in the Eligibility for Coverage section and the “Schedule of Benefits”.

**Work Earnings** means your gross weekly earnings from work performed while Disabled.

Work Earnings include earnings from your Employer, any other employer, or self-employment and any sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.

If you are paid in a lump sum or on a basis other than weekly we will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, we will make a reasonable estimate.

In determining your Work Earnings, we:

1. will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis;
2. will not be limited to the taxable income you report to the Internal Revenue Service;
3. may ignore expenses under section 179 of the IRC as a deduction from your gross earnings;
4. may ignore depreciation as a deduction from your gross earnings;
5. may adjust the financial information you give us in order to clearly reflect your Work Earnings.

If we determine that your earnings vary substantially from pay period to pay period, we may determine Work Earnings by averaging your earnings over the most recent three-month period.

## I. COVERAGE CLAUSE

- A. If you become Disabled while covered under the Plan, STD Benefits will be paid according to the terms of the Plan, after we receive satisfactory Proof of Loss.

## II. ELIGIBILITY FOR COVERAGE

- A. To be eligible for coverage under the Plan, you must be an Eligible Person. An **Eligible Person** is an Employee who has met the following requirements:
1. You must be an Employee. **Employee** means an individual who works for the Employer as a member of an Eligible Class who is reported on the Employer's records for Social Security and tax withholding purposes.
  2. You must be a citizen or legal resident of the United States or Canada and you must reside in the United States or Canada.
  3. You must be **Actively at Work** and capable of sustained Active Work on the effective date of your coverage.
    - a) **Active Work** and **Actively at Work** mean performing all the Material Duties of your Own Occupation at your Employer's usual place of business, and satisfying the Minimum Hourly Work Requirement. Actively at Work will include regularly scheduled days off, holidays, or vacation days, so long as you are capable of Active Work on those days.
    - b) **Minimum Hourly Work Requirement** means the work hours over a given time period that are required of you by your Employer in order to be eligible for coverage. Your Minimum Hourly Work Requirement is specified in the Schedule of Benefits.
    - c) **Material Duties** means the duties generally required by employers in the national economy of those engaged in a particular occupation that cannot be reasonably modified or omitted. In no event will working an average of more than 40 hours per week be considered a Material Duty.
  4. You cannot be a temporary or seasonal employee, full-time member of the armed forces of any country, leased employee, or independent contractor.
  5. You must satisfy your Waiting Period. **Waiting Period** means the period of time that you must be Actively at Work as an Employee before your coverage may become effective. Your Waiting Period is specified in the "Schedule of Benefits".

## III. BECOMING A PARTICIPANT

- A. To become a Participant under the Plan, you must be an Eligible Person and meet the following requirements as each may apply:
1. If Evidence of Insurability is required, you must provide such Evidence of Insurability and be approved for coverage by us. The Schedule of Benefits specifies when Evidence of Insurability is required.
  2. Evidence of Insurability.
    - a) Providing **Evidence of Insurability** means that an applicant must:
      - (1) complete and sign our Evidence of Insurability application and return the original application to us no later than 60 days from the date of signing; and
      - (2) authorize us to obtain information about the applicant's health; and
      - (3) undergo a physical examination, if required by us, which may include diagnostic testing; and
      - (4) provide any additional information about the applicant's insurability that we may reasonably require.



- b) If you, your Spouse or your dependents are required to provide Evidence of Insurability, you will be responsible for all costs associated with providing Evidence of Insurability.
  - c) In each case where Evidence of Insurability is required, we base our decision whether to approve coverage on the information provided during the underwriting process. If we learn that the information relied on to approve coverage was incorrect, or that relevant information was omitted, we may retroactively rescind coverage and deny claims.
3. If the coverage you wish to obtain is Contributory coverage, you must apply in writing and remit the required premiums.

**B. Effective Date of Your Coverage**

**1. Initial Enrollment**

- a) Noncontributory coverage not subject to Evidence of Insurability or which is subject to Evidence of Insurability and has been approved by us, becomes effective on the date you become an Eligible Person. If, however, you initially waive participation in such coverage and then later wish to participate, you will be treated as a Late Enrollee, subject to Evidence of Insurability.
  - b) Contributory coverage subject to Evidence of Insurability becomes effective on the first day of the month immediately following the month in which your Evidence of Insurability is approved by us, except that if such approval occurs on the first day of a month, such coverage becomes effective on that day.
  - c) Contributory coverage not subject to Evidence of Insurability. Provided that you apply prior to, or within 31 days of becoming an Eligible Person, Contributory coverage not subject to Evidence of Insurability becomes effective on the date specified in the “Schedule of Benefits”. If you do not apply for such coverage prior to, or within 31 days of becoming an Eligible Person and subsequently wish to obtain coverage, you will be a Late Enrollee, subject to Evidence of Insurability.
2. Increases in Existing Coverage and Late Enrollee Applications
- a) Where Evidence of Insurability is required, increases of existing coverage and Late Enrollee applications become effective on the first day of the month immediately following the month in which your Evidence of Insurability is approved by us, except that if such approval occurs on the first day of a month, such coverage becomes effective on that day.
  - b) Where Evidence of Insurability is not required, an increase of existing coverage becomes effective on the date approved.
3. If you are incapable of sustained Active Work due to a Disability on the day before the scheduled effective date of your coverage, such coverage will not become effective until the day after you are capable of sustained Active Work and complete one day of Active Work as an Eligible Person.

**IV. WHEN YOUR COVERAGE ENDS**

**This provision applies to you if you are not Disabled.**

- A. Except as otherwise provided for under this section, you will cease to be a Participant on the earliest of the following dates:
- 1. the date the Employer terminates The Plan;
  - 2. the date you cease to be an Eligible Person;
  - 3. the date you stop making any required premium contributions;
  - 4. the date you become eligible for coverage under another group short-term disability plan;
  - 5. your Retirement Date.
  - 6. the date you become disabled because of a work-related injury.

B. Approved FMLA Leave of Absence - Contributory or Noncontributory Coverage

1. If you are on a FMLA leave, coverage will continue until the later of the leave period required by the Federal Family and Medical Leave Act of 1993, as amended, or the leave period required by applicable state law, provided that:
  - a) the FMLA leave is approved in advance by the Employer and such approval includes documentation of the beginning and ending dates of the leave and the amount of your covered salary. Such documentation about your leave must be available to the Plan Administrator upon request;
  - b) FMLA leaves of absence and the right to continue coverage during FMLA leaves are available to all Employees in the same Eligible Class under the Plan; and
  - c) the Employer remits the required premium for coverage.
2. The Elimination Period can be satisfied and benefits may be payable during a FMLA leave subject to all other contract provisions. The benefit will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the leave, or the salary for which premium was paid.

C. Paid Leave of Absence. If you are on a paid leave of absence, coverage will continue subject to the following:

1. Noncontributory coverage
  - a) Coverage will continue provided that:
    - (1) the paid leave of absence is approved in advance by the Employer and such approval includes documentation of the beginning and ending dates of the leave and your covered salary. Such documentation your paid leave of absence must be available to Us at Our request; and
    - (2) paid leaves of absence and the right to continue coverage during paid leaves are available to all Employees in the same Eligible Class under the Group Policy; and
    - (3) the Employer remits the required premium for coverage.
  - b) The Elimination Period can be satisfied during a paid leave of absence, but benefits will not begin until the later of the end of the Elimination Period or the date the paid leave was scheduled to end. In the event a benefit is payable, it will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the paid leave of absence, or the salary for which premium was paid.
  - c) Unless you return to active, eligible status on or before the date the leave is scheduled to end, coverage extended during a paid leave will terminate on the earlier of the date the paid leave is scheduled to end or 12 months from the date the paid leave.
2. Contributory Coverage
  - a) Coverage will continue provided that:
    - (1) the paid leave of absence is approved in advance by the Employer and such approval includes documentation of the beginning and ending dates of the leave and your covered salary. Such documentation of your leave must be available to Us at Our request; and
    - (2) paid leaves of absence and the right to continue coverage during paid leaves of absence are available to all Employees in the same Eligible Class under the Group Policy; and
    - (3) you continue to pay the required premium to the Employer without interruption and the Employer continues to remit premium to us on your behalf.
  - b) The Elimination Period can be satisfied during a paid leave of absence, but benefits will not begin until the later of the end of the Elimination Period or the date the paid leave was scheduled to end. In the event a benefit is payable, it will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the paid leave of absence, or the salary for which premium was paid.
  - c) Unless you return to active, eligible status on or before the date the paid leave of absence is scheduled to end, coverage extended during a paid leave of absence will terminate on the earlier of the date the paid leave of absence is scheduled to end, 12 months from the date the paid leave of absence, or the date you fail to pay the premium as required.

- d) If you choose not to continue coverage or your coverage terminates during a paid leave of absence and you subsequently wish to obtain coverage, you will be treated as a Late Enrollee and be required to provide Evidence of Insurability.

D. Unpaid Leave of Absence - If you are on an unpaid leave of absence, coverage will continue subject to the following:

1. Noncontributory Coverage

- a) Coverage will continue provided that:
  - (1) the unpaid leave of absence is approved in advance by the Employer and such approval includes documentation of the beginning and ending dates of the leave and your covered salary. Such documentation of your leave must be available to Us at Our request; and
  - (2) unpaid leaves of absence and the right to continue coverage during unpaid leaves of absence are available to all Employees in the same Eligible Class under the Group Policy; and
  - (3) the Employer remits the required premium for coverage.
- b) No benefits are payable during an unpaid leave of absence. If you become Disabled during such leave, the Elimination Period will begin on the date the unpaid leave of absence was scheduled to end. The benefit will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the unpaid leave of absence, or the salary for which premium was paid.
- c) Unless you return to active, eligible status on or before the date the unpaid leave of absence is scheduled to end, coverage extended during an unpaid leave of absence will terminate on the earlier of the date the unpaid leave of absence is scheduled to end or 12 months from the date the unpaid leave of absence began.

2. Contributory Coverage

- a) Coverage will continue provided that:
  - (1) the unpaid leave of absence is approved in advance by the Employer and such approval includes documentation of the beginning and ending dates of the leave and your covered salary. Such documentation of your leave must be available to Us at Our request; and
  - (2) unpaid leaves of absence and the right to continue coverage during unpaid leave of absence are available to all Employees in the same Eligible Class under the Group Policy; and
  - (3) you continue to pay the required premium to the Employer without interruption and the Employer continues to remit premium to us on your behalf.
- b) No benefits are payable during an unpaid leave of absence. If you become Disabled during such leave, the Elimination Period will begin on the date the unpaid leave of absence was scheduled to end. The benefit will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the unpaid leave of absence, or the salary for which premium was paid.
- c) Unless you return to active, eligible status on or before the date the unpaid leave of absence is scheduled to end, coverage extended during an unpaid leave of absence will terminate on the earlier of the date the unpaid leave of absence is scheduled to end, 12 months from the date the unpaid leave of absence began, or the date you fail to pay the premium as required.
- d) If you choose not to continue coverage or your coverage terminates during an unpaid leave of absence and you subsequently wish to obtain coverage, you will be treated as a Late Enrollee and be required to provide Evidence of Insurability.

## V. REINSTATEMENT OF COVERAGE

- A. If your coverage ends, you may become covered again, subject to the following:
1. If you cease to be an Eligible Person and coverage ends, and then you return to Active Work with the Employer again within 3 months, the Waiting Period will be waived on the first day of your return to Active Work and you will not have to provide Evidence of Insurability.
  2. If you cease to be an Eligible Person, your coverage will end. However, if you again become an Eligible Person in all respects except the Waiting Period immediately after the later of the dates in a) and b), below, the Waiting Period will be waived.
    - a) The date STD Benefits end;
    - b) The date long term disability benefits end, if you are covered under a group long term disability policy, provided the long term disability benefits are payable for the same Disability.
  3. If your coverage ends because you fail to make the required contribution while on an approved Family Medical Leave Act (FMLA) leave of absence, and then you return to Active Work and enroll for coverage within 31 days of the earlier of:
    - a) the end of the period of leave you and your Employer agreed upon; or
    - b) the end of the 12 week period following the date your leave began,then the Waiting Period will be waived and you will not have to provide Evidence of Insurability.
  4. In all other cases, if your coverage ends because you fail to make the required contribution, you must provide Evidence of Insurability to become covered again.
  5. In no event will STD coverage be retroactive.

## VI. DEFINITION OF DISABILITY

- A. During the Elimination Period and the Benefit Payment Period, **Disability and Disabled** mean you are, as a result of Physical Disease, Injury, Substance Abuse or Mental Disorder, unable to perform a majority of the Material Duties of your Own Occupation.
- B. Loss of License or Certification. For a Participant whose occupation requires a license, a restriction or loss of license does not, in itself, constitute a Disability.
- C. Preventive Measures. Your inability to perform any of your Material Duties because of preventive treatments or other preventive measures does not, by itself, constitute a Disability.

## VII. RECURRENT DISABILITY

- A. If you return to work for your Employer from a Disability for which benefits were payable under the Plan and then become Disabled again, we will treat the separate periods of Disability as one period of continuous Disability, provided you are continuously covered under the Plan during the period of recovery and the period of recovery does not exceed 20 days. Benefits resume on the date your Disability recurs.
- B. If you return to work for your Employer from a Disability covered under the Plan and then become Disabled again more than 20 days after you return to work, the subsequent Disability will be treated as a new claim, subject to all of the terms of the Plan.

- C. For the purposes of this provision, if your occupation with the Employer does not allow you to be Actively at Work for the entire calendar year due to a seasonal or regularly scheduled employment break, we will consider you to have returned to work if you would have been able to return to work had work been regularly scheduled.

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### VIII. WHEN STD BENEFITS END

- A. Your STD Benefits end automatically on the earliest of the following:
1. The date you are no longer Disabled;
  2. The date your Maximum Benefit Period ends;
  3. The date that group long term disability benefits become payable to you;
  4. The date you die;
  5. The date you become eligible for coverage under any other group STD plan under which you become insured through employment;
  6. The date you fail to provide satisfactory objective medical evidence of continued Disability;
  7. The date you fail to comply with our request to be examined by a Physician, other medical practitioner and/or a vocational or rehabilitation expert of our choice;
  8. The date you refuse to accept an accommodated position in your Own Occupation, offered by your Employer, which you are able to perform;
  9. The date at which you have resided outside of the United States or Canada for 6 months;
  10. The date you are confined in a penal or correctional institution or under house arrest;
  11. The date you fail to comply with any requirements set forth in the Responsibilities of Disabled Participants section.
- B. Your STD Benefits will end upon discontinuance of the Plan. We will complete processing any requests for benefit payments under this Plan that were incurred and received by Us before the discontinuance of the Plan.

### IX. PREDISABILITY EARNINGS

- A. **Predisability Earnings** means your earnings in effect on your last full day of Active Work prior to becoming Disabled. Unless otherwise specifically provided for under the Plan, any subsequent change in your earnings will not affect your Predisability Earnings.
- B. Methods of Calculating Predisability Earnings
1. Salaried Employees. Your **Weekly Predisability Earnings** are equal to your annual Predisability Earnings divided by fifty-two. Your **Monthly Predisability Earnings** are equal to your annual Predisability Earnings divided by twelve.
  2. Hourly Employees.
    - a) Weekly Calculation. If you are paid hourly, your Weekly Predisability Earnings will be based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per week, not to exceed 40 hours. If you do not have regular work hours, your Weekly Predisability Earnings are based on the average number of hours you worked per week during the preceding 12 calendar months (or during your period of employment if less than 12 months), not to exceed 40 hours.
    - b) Monthly Calculation. If you are paid hourly, your Monthly Predisability Earnings will be based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, not to exceed 173 hours. If you do not have regular work hours, your Monthly Predisability Earnings are based on the average number of hours you worked per month during the preceding 12 calendar months (or during your period of employment if less than 12 months), not to exceed 173 hours.

C. **Predisability Earnings** includes the following:

1. your base rate of pay.

D. **Predisability Earnings** does not include the following:

1. commissions;
2. bonuses;
3. overtime pay;
4. pay for extracurricular activities;
5. longevity pay;
6. extra duty pay;
7. supplemental pay;
8. shift differential;
9. your Employer's contributions to your health insurance premium;
10. your Employer's contributions to a Tax Sheltered Annuity (TSA);
11. your Employer's contributions on your behalf to any deferred compensation arrangement, pension plan, or other fringe benefits;
12. any other extra compensation.

## X. STD BENEFIT CALCULATION

A. Your **STD Benefit** is calculated as follows:

1. Your **Gross STD Benefit** is equal to the lesser of the following:
  - a) your weekly Predisability Earnings times the STD Benefit Percentage;
  - b) the Maximum Weekly Benefit.
2. Your **STD Benefit** is equal to your weekly Gross STD Benefit minus Deductible Income (subject to the Minimum Weekly Benefit).

## XI. DEDUCTIBLE INCOME

- A. Your Gross STD Benefit will always be reduced by Deductible Income which is available to you or which you are eligible to receive, whether or not you apply for and receive such payments or benefits. The Deductible Income that we will subtract from your Gross STD Benefit is listed below.
- B. To receive the full measure of income under the Plan, you must apply for all Deductible Income for which you may be eligible, as soon as you are entitled to such benefits. If you do not apply for and actively pursue in good faith all Deductible Income for which you may be eligible, we may make our own conclusion as to whether you are entitled to those benefits. If we reasonably and in good faith determine that you are entitled to Deductible Income, we will estimate the amount of those benefits and reduce the Gross STD Benefit by that estimated amount as of the date on which we deem you were eligible to receive Deductible Income. Integration of the estimated amount of Deductible Income that we have determined is available to you will continue until you provide us with proof that you have filed the appropriate application(s) and continue to actively pursue Deductible Income.

Each Payment Period, we will determine your STD Benefit using the Deductible Income for the same Payment Period, even if you receive the Deductible Income in another Payment Period.

- C. If you are paid Deductible Income in a lump sum, we will use the period of time to which the Deductible Income applies. If no period of time is stated, we will make a reasonable estimate.

- D. We will not estimate the amount of Deductible Income nor reduce your Gross STD Benefit by any amounts for which applications or administrative appeals for Deductible Income are pending, provided that you:
1. apply for in good faith and pursue to our satisfaction all Deductible Income for which we determine you might be eligible;
  2. designate, at our request, an agent endorsed by us as your representative in the application process and cooperate with that representative at all stages of the application process;
  3. keep us informed on a timely basis of the status of all applications for Deductible Income;
  4. sign a Reimbursement Agreement; and
  5. pursue administrative appeals of Deductible Income denials.

E. **Deductible Income** includes the following:

1. Sick Pay;
2. Annual or personal leave pay, severance pay, or other salary continuation, including donated amounts, (but not vacation pay) payable to you by your Employer;
3. Work Earnings;
4. Any amount you receive or are eligible to receive because of your Disability under any of the following:
  - a) a Workers' Compensation Law to the extent we, at our discretion, determine that these amounts are of the general character as payments provided under the Plan for Disability;
  - b) the Jones Act;
  - c) Maritime Doctrine of Maintenance, Wages or Cure;
  - d) Longshoremen's and Harbor Worker's Act;
  - e) any similar act or law;
5. The amount that you, your Spouse and children receive or are eligible to receive because of your disability or retirement benefits under:
  - a) the United States Social Security Act;
  - b) the Canada Pension Plan;
  - c) the Quebec Pension Plan;
  - d) the Railroad Retirement Act; or
  - e) any similar Plan or Act;

Benefits your Spouse or a child receive or are eligible to receive because of your Disability are Deductible Income regardless of the marital status, custody, or place of residence;

6. Any amount you receive or are eligible to receive because of your Disability under any state disability income benefit law or similar law;
7. Retirement plans
  - a) Any disability or retirement benefits you receive or are eligible to receive under your Employer's retirement plan, including a public employee retirement system, a state teacher retirement system, or a plan arranged and maintained by a union or employee association for the benefit of its members;
  - b) If any of these plans has two or more payment options, the option which comes closest to providing you a monthly income to age 65 with no survivor benefit will be used to determine Deductible Income;
  - c) You and your Employer's contributions will be considered as distributed simultaneously throughout your lifetime, regardless of how funds are distributed from the retirement plan;

8. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law;
9. Any amount you receive or are eligible to receive from or on behalf of a third party because of your Disability, whether by judgment, settlement or other method. If you notify us before filing suit or settling your claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees;
10. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed;
11. Except as specifically excluded below, any amount you receive or are eligible to receive because of your Disability under automobile insurance;
12. Any amount you receive under any “no fault” motor vehicle plan.
13. Any amount you receive or are eligible to receive because of your Disability under any group insurance coverage.

F. **Deductible Income** does not include the following:

1. Any statutory and automatic cost of living increases in the amounts of benefits payable under Social Security that occur after STD Benefit payments begin;
2. Reimbursement for hospital, medical or surgical expense;
3. Reasonable attorneys’ fees incurred in connection with a claim for Deductible Income;
4. Benefits from any individual disability insurance policy;
5. Early retirement benefits under the Federal Social Security Act which are not received;
6. Group credit or mortgage disability insurance benefits;
7. Accelerated benefits paid under a life insurance policy;
8. Under your Employer’s retirement plan, any amount you could have received upon termination of employment without being disabled or retired;
9. Benefits from the following:
  - a) Profit sharing plan;
  - b) Thrift or savings plan;
  - c) Plan under IRC Section 401(k), 408(k), or 457;
  - d) Individual Retirement Account (IRA);
  - e) Tax Sheltered Annuity (TSA) under IRC Section 403(b);
  - f) Stock ownership plan;
  - g) Keogh (HR-10) plan;
  - h) Retirement plan under a professional service corporation with respect to principals.



## **XII. BENEFITS AFTER COVERAGE ENDS OR IS CHANGED**

- A. During each period of continuous Disability, STD Benefits will be paid according to the terms of your Employer's coverage under the Plan in effect on the date you become Disabled. Your right to receive STD Benefits will not be affected by:
1. any amendment to the Plan that is effective after you become Disabled.
  2. termination of the Plan after you become Disabled.

## **XIII. EFFECT OF NEW DISABILITY**

- A. If a period of Disability is extended by a new cause while STD Benefits are payable, STD Benefits will continue while you remain Disabled, subject to the following:
1. STD Benefits will not continue beyond the end of the original Maximum Benefit Period;
  2. The "Exclusions" and "Limitations" sections will apply to the new cause of Disability.

## **XIV. EXCLUSIONS**

- A. War. You are not covered for a Disability caused or contributed to by War or any act of War. War means a state or period of declared or undeclared war whether civil or international, any substantial armed conflict with organized forces of a military nature between nations, states or parties, or acts of terrorism.
- B. Criminal Conduct. You are not covered for a Disability caused or contributed to by your committing or attempting to commit an assault, battery, or any other crime. You are not covered for a Disability caused as a result of your engaging in an illegal activity, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.
- C. Military Leave. You are not covered for a Disability that occurs during any military leave for active duty, including training duty, the National Guard and Coast Guard, or any active or reserve component of the military forces of any state or country.
- D. Imprisonment. No STD Benefits will be paid for any period of Disability when you are, for any reason, confined in a penal or correctional institution or under house arrest.
- E. Intentionally Self-Inflicted Injury-Suicide. You are not covered for a Disability caused or contributed to by an intentionally self-inflicted injury or attempted suicide, while sane or insane.
- F. Failure to be Under the Regular Care of a Physician.
1. You are not covered for a Disability when you are not under the Regular Care of a Physician in the appropriate specialty as determined by us, providing appropriate treatment in accordance with the Physical Disease, Injury, Pregnancy, Substance Abuse or Mental Disorder that caused the Disability.
  2. You are not covered for a Disability that has not been diagnosed by your attending Physician. Subjective complaints alone will not be considered conclusive evidence of a Disability. The attending Physician must be able to provide objective medical evidence to support his or her opinion as to why you are not able to perform the Material Duties of your occupation.
- G. Occupational Disability. You are not covered for a Disability arising out of or in the course of any employment for wage or profit.

## **XV. LIMITATIONS**

- A. Foreign Residency. Payment of STD Benefits is limited to 6 months for each period of continuous Disability while you reside outside of the United States or Canada.
- B. Payment Limit. In no event will the STD Benefit plus Deductible Income plus Work Earnings exceed 100% of Predisability Earnings. In the event your STD Benefit plus Deductible Income plus Work Earnings exceeds 100% of Predisability Earnings, the STD Benefit will be reduced by the amount in excess of 100% of Predisability Earnings, subject to the Minimum Weekly Benefit.

## **XVI. RESPONSIBILITIES OF DISABLED PARTICIPANTS**

- A. Your Obligations During A Period Of Disability
  - 1. You must make a good faith effort to recover from, or reduce the severity of, your Disability and the resulting loss of income, or you will forfeit benefits. The Plan requires you to take a variety of actions in this regard, including, but not limited to, the following:
    - a) You must accept any position within a broad definition of Own Occupation that you can perform and which your Employer or another employer makes available regardless of whether the compensation for such work is less than your Predisability Earnings. The income earned will be treated as Work Earnings.
    - b) You must arrange for and use the Regular Care of a Physician. In addition, you must pursue any reasonable medical procedure or treatment that would likely improve your condition or end your Disability, and that does not pose unreasonable risks.
    - c) You must submit periodic evidence from your Physician that substantiates, to our satisfaction, that you remain Disabled. This required evidence includes, but is not limited to, objective medical and/or psychiatric evidence from a Physician that confirms your Disability. Subjective complaints alone will not be considered conclusive evidence of a Disability. The attending Physician must be able to provide objective medical evidence to support his/her opinion as to why you are not able to perform the Material Duties of your Own Occupation or Any Occupation. You must obtain and provide this information at your own expense.
    - d) Where they exist, you must engage in appropriate medical and/or occupational rehabilitation programs that are reasonably expected to enable you to return to work. You must notify us when you participate in such a program.
    - e) You must appeal denials of Deductible Income and actively pursue such appeals in good faith.
    - f) You must promptly provide us with all information that we reasonably decide is necessary to verify and administer your claim for benefits.
  - 2. Return to Work Responsibility. No benefits will be payable and your claim will end if you are able to work in your Own Occupation but choose not to.
  - 3. Duty to Furnish Information. To receive benefits under the Plan, you must authorize and direct medical care providers and sources of earnings or Deductible Income to provide us with all information and records that we reasonably determine to be relevant to the determination of benefits or eligibility for benefits. We do not pay fees charged for submitting this information to us. Any such costs will be your responsibility.
- B. Our Right to Examine. We may require you to be examined by a Physician, other medical practitioner and/or vocational expert of our choice, in addition to your obligation to be under the Regular Care of a Physician as specified above. In such case, we will pay for the additional examination. You must cooperate fully with the Physician, medical practitioner or vocational expert and give full effort to such examinations. We can require

an examination as often as it is reasonable to do so. We may also require you to be interviewed by an authorized Company representative.

C. Participant's Failure to Comply

1. We have the right to suspend benefits during any portion of a Disability in which you fail to comply with any of the requirements set forth in this Certificate.
2. We have the further right to terminate irrevocably all further benefits under the Plan when benefits have been suspended for a period of 6 consecutive months due to your failure to comply with any of the requirements of the Plan.

## XVII. CLAIMS

A. Notice of Claim

1. Written notice of claim should be given to us within 30 days of the date the Elimination Period ends, if that is possible. If that is not possible, you must notify us as soon as it is reasonably possible to do so.
2. When we receive a written notice of claim, we will send you our claim forms for filing Proof of Loss. If you do not receive the forms within 15 days after written notice of claim is sent, you can send us written Proof of Loss without waiting for the forms.

B. Proof of Loss

1. Proof of Loss means all the information necessary to determine whether or not a loss occurred:
  - a) for which the Plan provides benefits; and
  - b) which is not subject to any exclusions; and
  - c) which meets all other conditions for benefits.
2. Written Proof of Loss must be furnished to us at our home office no later than 90 days after the end of the Elimination Period. If it is not possible to give proof within this time limit, it must be given as soon as reasonably possible, but not later than one year following the end of the 90 day period. These limits will not apply while a Participant lacks legal capacity.
3. Any items we may reasonably require in support of a claim, such as completed claims statements and a signed authorization for us to obtain information including tax information, must be submitted at your expense. If the required documentation is not provided within 45 days after we mail our request, your claim may be denied. No benefits will be paid until we receive Proof of Loss satisfactory to us.

C. Investigation of Claim

1. We may investigate a claim at any time.
2. At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend benefits if you fail to attend an examination or cooperate with the examiner.

D. Claim Decision

1. We will notify you of our decision of your claim within a reasonable period of time, but not later than 45 days after we receive Proof of Loss. If we have requested additional information from you to assist us in making the claim decision, we will notify you of our decision within 30 days after we receive such information.
2. These periods may be extended by us for up to 30 days, provided that we determine that such an extension is necessary due to matters beyond our control, and provided that we notify you prior to the end of the initial 45-day period of the circumstances requiring the extension of time and the date by which we expect to render a decision.

3. If, prior to the end of the first 30-day extension period, we determine that, due to matters beyond our control, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that we notify you of the second 30-day extension period prior to the expiration of the first 30-day extension period.
4. In the case of any extension, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, any additional information needed to resolve those issues, and the date as of which we expect to render a decision.

#### E. Payment of Claims

1. The Employer will issue payments to you for STD Benefits within 30 days after we approve your claim, but not before satisfaction of the Elimination Period.
2. Claim Payment Method. STD Benefit payments that you qualify for will be paid to you as specified in the "Schedule of Benefits".
3. STD Benefits payable at the time of your death will be paid to your estate.

#### E. Notice of Adverse Decision on Claim

1. We will notify you of an adverse benefit determination within a reasonable period of time, but not later than 45 days after we receive satisfactory Proof of Loss. This period may be extended by us for up to 30 days, provided that we determine that such an extension is necessary due to matters beyond our control, and provided that we notify you prior to the end of the initial 45 day period, of the circumstances requiring the extension of time and the date by which we expect to render a decision.
2. If, prior to the end of the first 30 day extension period, we determine that, due to matters beyond our control, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that we notify you prior to the expiration of the first 30 day extension period, of the circumstances requiring the extension and the date as of which we expect to render a decision.
3. In the case of any extension, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim and the additional information needed to resolve those issues. You will be given at least 45 days within which to provide the specified information.
4. If we deny any part of your claim, you will receive a written notice of denial containing the following:
  - a) the reasons for our decision;
  - b) reference to the provisions of the Plan on which our decision is based;
  - c) a description of any additional information needed to support your claim;
  - d) information concerning your right to a review of our decision.

#### F. Appeal Procedure

1. If all or part of a claim is denied, you may appeal the decision. An appeal for a review must be in writing and received by us within 180 days after you receive notice of the denial.
2. You may send us written comments or other items to support the claim and may review any non-privileged information that relates to the request for review.
3. We will review the claim promptly after we receive the request. We will send you a notice of our decision within 45 days after we receive the request, unless special circumstances require an extension. If we determine that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the expiration of the initial 45 day period. In no event will such extension exceed a period of 45 days from the end of the initial period.

G. Assignment. The rights and benefits under the Plan are not assignable.

### **XVIII. RIGHT TO REIMBURSEMENT**

- A. If benefit payments are made to you in excess of the amounts required by the provisions of this Plan or, if you receive retroactive benefits from any Deductible Income source for periods of time during which benefits were paid to you, you must reimburse the Employer for any such excess, duplicate, or erroneous payments.
- B. Before any STD Benefits are paid to you, you must execute and deliver to us a Reimbursement Agreement, provided by us, setting forth specific terms of reimbursement.
- C. Upon request, you must execute and deliver to us such documents as may be required, and do whatever else may be necessary, to secure our rights to recover any excess, duplicate, or erroneous payments.
- D. You must reimburse us in a satisfactory and timely manner for any payments made to which you were not entitled under the terms of this Plan. Such reimbursement will be due and payable immediately upon our notification to you. At our option, subsequent payment of benefits or the refund of any premium owed to you by us may be reduced or applied by us directly toward such reimbursement obligation. If you delay in notifying us of your receipt of Deductible Income or in making reimbursement to us, we will have the right to charge interest at a reasonable rate on the delinquent amount owed to us.
- E. Our acceptance of premium or other fees, or our providing or paying of benefits, does not constitute a waiver of our rights to enforce the provisions of this section in the future. The provisions of this section are in addition to, and not in lieu of, any other rights or remedies available to us at law or in equity.

### **XIX. SUBROGATION**

- A. If STD Benefits are paid or payable to you under the Plan as the result of any act or omission of a third party, we will be subrogated to all rights of recovery you may have in respect to such act or omission. You must execute and deliver to us such instruments and papers as may be required and do whatever else is needed to secure such rights. You must avoid doing anything that would prejudice our rights of subrogation.
- B. If you notify us before filing suit or settling your claim against such third party, the amount to which we are subrogated will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees. If suit or action is filed, we may record a notice of payments of STD Benefits and such notice will constitute a lien on any judgment recovered.
- C. If you or your legal representatives fail to bring suit or action promptly against such third party, we may institute such suit or action in our name or in your name. We are entitled to retain from any judgment recovered the amount of STD Benefits paid or to be paid to you or on your behalf, together with our costs of recovery, including attorney fees. The remainder of such recovery, if any, will be paid to you or as the court may direct.

### **XX. TIME LIMITS ON LEGAL ACTIONS**

- A. No action at law or in equity may be brought until 60 days after we have received Proof of Loss. No such action may be brought more than three years after the earlier of the following:
  - 1. the date we receive Proof of Loss;
  - 2. the time within which Proof of Loss is required to be given.

## **XXI. INCONTESTABILITY PROVISIONS**

### **A. Incontestability of coverage**

1. Any statement made to obtain or to increase coverage is a representation and not a warranty.
2. No misrepresentation will be used as a basis for reducing or denying a claim or contesting the validity of coverage unless:
  - a) the coverage would not have been approved if we had known the truth; and
  - b) we have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.
3. After coverage has been in effect for two years, during the lifetime of the Participant, we will not use a misrepresentation as a basis for reducing or denying a claim.

## **XXII. CLERICAL ERROR AND MISSTATEMENT**

### **A. Clerical Error**

1. Clerical error by us, the Employer, or their respective employees or representatives will not:
  - a) cause a person to become covered under the Plan or a provision of it.
  - b) invalidate coverage otherwise validly in force.
  - c) continue coverage otherwise validly terminated.
  - d) cause the Employer to obtain coverage under the Plan or a provision of it.
2. In the event that a clerical error results in an incorrect rate, we reserve the right to adjust the rate accordingly.

### **B. The payment of premium, by itself, will not obligate us to provide benefits to anyone who is not eligible for coverage under the Plan.**

### **C. The Employer acts on its own behalf as your agent, and not as the Plan Administrator's agent. Your Employer has no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right the Plan Administrator may have under the Plan.**

### **D. Misstatement of Age or Gender**

1. If the age or gender, or both, of a person has been misstated, we will make an equitable adjustment of premiums, benefits or both. The adjustment will be based on:
  - a) the amount of coverage based on the correct age and gender; and
  - b) the difference between the premiums paid and the premiums which would have been paid if the age and gender had been correctly stated.

## **XXIII. TERMINATION OR AMENDMENT OF THE PLAN**

### **A. The Plan may be terminated, changed or amended in whole or in part by us. Any such change or amendment may apply to current or future Eligible Persons covered under the Plan or to any separate classes or categories thereof.**

### **B. Benefits are limited to the terms of the Plan, including any valid amendments. No change or amendment of the coverage will be valid unless it is approved in writing by one of the Employer's executive officers.**