YOUR GROUP VOLUNTARY SHORT-TERM DISABILITY BENEFITS

FOR EMPLOYEES OF:

Bernards Bros., Inc.

CLASS(ES):

All Eligible Non-Union Non-CA Employees

REVISION EFFECTIVE DATE:

January 1, 2021

PUBLICATION DATE:

December 1, 2020

NOTICE(S)

THIS CERTIFICATE DESCRIBES THE BENEFITS THAT ARE AVAILABLE TO YOU. PLEASE READ YOUR CERTIFICATE CAREFULLY. BENEFITS ARE PROVIDED THROUGH A GROUP POLICY ISSUED IN THE STATE OF CALIFORNIA.

FOR RESIDENTS OF ARIZONA
THIS POLICY OR CERTIFICATE MAY NOT PROVIDE ALL BENEFITS AND PROTECTIONS PROVIDED BY ARIZONA LAW. PLEASE READ YOUR POLICY CAREFULLY.

FRAUD WARNING

For your protection California law requires the following to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

HOW TO OBTAIN PLAN BENEFITS

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

United of Omaha Life Insurance Company
Group Disability Management Services
Mutual of Omaha Plaza
Omaha, Nebraska 68175

CLAIM ASSISTANCE

If You need assistance with filing Your claim, or an explanation of how Your claim was paid, contact the:

United of Omaha Life Insurance Company
Group Disability Management Services
Mutual of Omaha Plaza
Omaha, Nebraska 68175
Call Toll Free: 1-800-877-5176

When contacting the Company please have your Policy number available. Your Policy number is GUC-BGWH.

NOTICE

If a problem occurs, please first contact the Policyholder or Your benefits administrator. If, after doing so, You still have a question or concern, You may contact Us at:

United of Omaha Life Insurance Company

Mutual of Omaha Plaza

Omaha, Nebraska 68175

Call Toll-Free: 1-800-775-8805

www.mutualofomaha.com

The Department of Insurance should be contacted only after the contacts between You and the Policyholder or Your benefits administrator and Your insurance company or its representatives have failed to produce a satisfactory solution to the problem. To contact the Department of Insurance, write or call:

Consumer Division

Department of Insurance, Los Angeles Office

300 South Spring Street

Los Angeles, California 90013

1-800-927-4357

http://www.insurance.ca.gov/01-consumers/

TABLE OF CONTENTS

PAGE

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CERTIFICATE OF INSURANCE

UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office:
Mutual of Omaha Plaza
Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy No(s). GUC-BGWH (Policy) has been issued to Bernards Bros., Inc. (Policyholder).

Insurance is provided for certain Employees as described in the Policy.

The benefits described in this Certificate are subject to the terms and conditions of the Policy. Benefits are effective only if You are eligible for the insurance, become insured and remain insured as described in this Certificate.

This Certificate replaces any certificate previously issued under the Policy.

James T. Blackledge
Chief Executive Officer

Daryl A. Vanheat
Corporate Secretary

SCHEDULE

THIS SCHEDULE DESCRIBES THE AMOUNT OF BENEFITS AND CERTAIN OTHER REQUIREMENTS AND LIMITATIONS APPLICABLE TO BENEFITS FOR DISABILITY. OUR OBLIGATION TO CONSIDER BENEFITS DESCRIBED IN THIS SCHEDULE IS SUBJECT TO ALL TERMS OF THE POLICY, INCLUDING, BUT NOT LIMITED TO, ALL DEFINITIONS, GENERAL EXCLUSIONS AND RIDERS. PLEASE REFER TO THE TABLE OF CONTENTS IN THE CERTIFICATE TO LOCATE THE PROVISIONS OF THE POLICY.

The amount of insurance for You will be in accordance with Your classification in this Schedule.

CLASSIFICATION

All Eligible Non-Union Non-CA Employees

SHORT-TERM DISABILITY BENEFITS

ELIMINATION PERIOD

If Your Disability is a result of an Injury, Your Elimination Period is 14 calendar days.

If Your Disability is a result of a Sickness, Your Elimination Period is 14 calendar days.

WEEKLY BENEFIT (TOTAL)

If You are Disabled and unable to generate Current Earnings greater than 20% of Your Weekly Earnings, the Weekly Benefit while Disabled is the lesser of:

a) 60% of Your Weekly Earnings, less Other Income Benefits; or
b) the maximum Weekly Benefit, which is $2,100, less Other Income Benefits.

WEEKLY BENEFIT (PARTIAL)

If You are Partially Disabled and unable to generate Current Earnings that exceed 99% of Your Weekly Earnings, the Weekly Benefit will be the Weekly Benefit for Total Disability as calculated above, unless the sum of:

a) the Gross Weekly Benefit; plus
b) Current Earnings while You are Disabled; plus
c) Other Income Benefits;

exceeds 100% of Your Weekly Earnings. If this sum exceeds 100% of Your Weekly Earnings, the Weekly Benefit will be reduced by that excess amount.

MAXIMUM BENEFIT PERIOD

The maximum number of weeks for which benefits are payable for a continuous period of Disability is 11 weeks.

CONVERSION COVERAGE

Conversion Coverage means short-term disability insurance, then available, issued without evidence of good health. Conversion coverage does not provide the same insurance benefits You had while insured under the Policy.

Conversion Coverage is available to You if Your short-term disability insurance ends because Your eligibility ends; except Conversion Coverage is not available when:

a) the Policy ends;
b) You have similar individual or group disability coverage;

c) You have been insured under the Policy (including any similar group coverage the Policy replaces) less than 12 months immediately before Your short-term disability insurance ends;
d) You retire from employment with Your employer;
e) You are Disabled; or
f) You are age 70 or older.

Option To Obtain Conversion Coverage

If a completed application and the first premium payment are sent to Us within 31 days from when short-term disability insurance ends, Conversion Coverage will be issued in accordance with:

a) Our rules; and
b) the conversion law in effect when application is made.

Conditions

Conversion Coverage begins immediately after insurance under the Policy ends. Coverage for conditions which are excluded under the Policy may be excluded under the Conversion coverage.

Note: Consequently, coverage under the Policy may not be covered by the conversion coverage or may be covered at a different level. You may contact the Plan Administrator or Us at any time for a description of the conversion benefits then available. Conversion coverage benefits are subject to change.

OTHER INCOME BENEFITS

If You receive income from any of the sources listed below, Your benefit will be reduced by such income. Your Other Income Benefits are any of the following amounts that You receive or are eligible to receive as compensation for the same loss claimed under the Policy as a result of Your Disability:

1. Any amounts under another group insurance policy or plan.

2. Any amount of Retirement Benefits under the Policyholder's Retirement Plan. Benefits payable before the plan's normal retirement age are considered Other Income Benefits only if You voluntarily elect to receive these benefits.

3. The amounts You receive as Disability income payments under any:
   a) state compulsory benefit act or law;
   b) government retirement system as a result of Your job with the Policyholder; or
   c) any work loss provision in a no-fault motor vehicle insurance plan, unless state law or regulation does not allow group disability income benefits to be reduced by benefits from no-fault motor vehicle coverage.

4. The amount of Disability payments You receive under the Policyholder'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 that would have been paid if the Disability had not occurred. We will not reduce Your benefit by amounts rolled over or transferred to any eligible Retirement Plan.

5. The amount that You or Your spouse and child(ren) receive as Disability income payments under the:
   a) Canada Pension Plan;
   b) Quebec Pension Plan;
   c) Railroad Retirement Act;
   d) Public Employee Retirement Plan;
   e) Teachers Employment Retirement Plan; or
   f) any similar plan or act that provides:
      1. Disability benefits; or
      2. Retirement Benefits (except this will not apply if Your Disability begins after Your Social Security Normal Retirement Age and You were already receiving Social Security retirement benefits. This exception only applies to United States Social Security benefits.

6. The amount that You receive as Salary Continuation, Accumulated Sick Leave or severance allowance.

7. Amounts received by compromise or settlement of any claim for permitted offsets (less attorneys' fees).

OBLIGATION TO APPLY FOR OTHER INCOME BENEFITS

You must apply for Other Income Benefits for which You are or may become eligible and pursue them with reasonable diligence. If Your Social Security application is denied, You must appeal the decision by Social Security and provide written proof of all levels of appeal.

As part of Your proof of Disability, We require that You furnish evidence to Us that You have applied for Other Income Benefits for which You are or may become eligible.

After the first reduction for each of the Other Income Benefits, We will not further reduce Your Weekly Benefit due to any cost of living increase paid under these Other Income Benefits. Other Income Benefits that are paid in a lump sum will be prorated on a weekly basis over a period for which the sum is given. If no time period is stated, the sum will be prorated on a weekly basis over the lesser of the following:

a) The Policy's Maximum Benefit Period; or
b) 12 equal payments.

If Other Income Benefits which are paid in a lump sum are paid on a retroactive basis, then we may adjust the Weekly Benefit to recover any overpayment.

If We have a reasonable, good faith belief that You are entitled to Other Income Benefits, and You have not applied for such benefits or You have failed to pursue such benefits with reasonable diligence, and We have a means of reasonably estimating the amount payable, We may:

a) estimate Your Other Income Benefits; and
b) reduce Your Weekly Benefit by that amount.

If We reduce Your Monthly Benefit on this basis, and if all of Your reasonable attempts to obtain Other Income Benefits are denied, We will restore the reduced amounts to You in one payment. In our efforts to reasonably estimate the amount of Other Income Benefits, We may take into consideration:

a) primary (insured) and dependents (children and/or spouse) disability benefits under SSA, Canadian Pension Plan, Quebec Pension Plan, or any similar plan or act (e.g., Railroad Retirement Act); and
b) temporary disability benefits under a workers compensation law; and
c) disability benefits under any state compulsory/statutory benefit law (e.g., State disability income benefits).

EMPLOYEE ELIGIBILITY

Disability Insurance

DEFINITIONS

Terms defined in this provision may be used in, or apply to, other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

Active Employment or Actively Employed means Actively Working on a regular and consistent basis for the Policyholder 30 or more hours each week. A Disabled Employee will not be considered actively employed.

Actively Working or Active Work means performing the normal duties of a regular job for the Policyholder at:

a) the Policyholder's usual place of business;
b) an alternative work site at the direction of the Policyholder; or
c) a location to which one must travel to perform the job.

An Employee will be considered actively working on any day that is:

a) a regular paid holiday or day of vacation; or
b) a regular or scheduled non-working day;

provided the Employee was actively working on the last preceding regular work day.

If an Employee's customary place of employment is at home, the Employee will be considered actively working if not confined on that day as described in the Confinement Rule.

Confinement Rule

1. If an eligible Employee is confined due to an Injury or Sickness:
   a) in a Hospital as an inpatient;
   b) in any institution or facility other than a Hospital; or
   c) at home and under the supervision of a Physician;

insurance will begin on the day the Employee returns to Active Employment.

2. If an eligible Employee is Actively Employed and is not:
   a) confined; and
   b) available for work because of an Injury or Sickness;

insurance will begin on the day the Employee returns to Active Employment.

Employee means a person who receives compensation from the Policyholder for work performed for the Policyholder. An employee will not include a person who is unauthorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations.

The term Employee does not include any person performing services for the Policyholder:

a) pursuant to an independent contractor relationship with the Policyholder;
b) subject to the terms of a leasing agreement between the Policyholder and a leasing organization;
c) who receives income which is reported by the Policyholder on IRS form 1099;
d) while outside the United States for any period in excess of 12 consecutive months, unless approval has been received from the Home Office;
e) on a seasonal basis; or
f) on a temporary basis.

ELIGIBLE EMPLOYEES

An Employee who is Actively Employed on January 1, 2019 becomes eligible for insurance under this Policy on January 1, 2019.

An Employee who is hired after January 1, 2019 becomes eligible for insurance under this Policy on the day the Employee begins Active Employment.

THE FIRST ENROLLMENT PERIOD

An eligible Employee must request insurance by:

a) properly completing and signing an enrollment form acceptable to Us; and
b) submitting the form to the Policyholder.

If an Employee's properly completed and signed enrollment form is received on or within 31 days following the day the Employee becomes eligible, the Employee will become insured on the first day of the Policy month which follows the later of:

a) the day the Employee becomes eligible; or
b) the date the enrollment form is properly completed and signed by the Employee;

provided the Employee is Actively Working on that day. If the Employee is not Actively Working on that day, insurance will begin on the day the Employee returns to Active Work.

SUBSEQUENT ENROLLMENT PERIODS

Subsequent enrollment periods will be allowed in which an Employee may elect, drop or change insurance. A subsequent enrollment period is any period designated by the Policyholder and agreed to by Us, but in no event will any such period exceed 31 consecutive calendar days.

EVIDENCE OF GOOD HEALTH

If an Employee's properly completed and signed enrollment form is received more than 31 days after the Employee becomes eligible, the Employee must provide Us with evidence of good health. If such evidence is acceptable to Us, We will determine the day insurance begins.

If an Employee was eligible for group disability coverage under a plan maintained by the Policyholder immediately prior to the effective date of this Policy but did not elect coverage under such plan, the Employee may enroll for insurance under this Policy if the Employee is otherwise eligible and provides Us with evidence of good health. If such evidence is acceptable to Us, We will determine the day insurance begins.

WHEN YOUR CLASSIFICATION OR AMOUNT OF INSURANCE CHANGES

Any change in Your classification, coverage or amount of Your insurance as shown in the Schedule will take effect on the first day of the Policy month which follows the day of the change, provided You are Actively Working on that day. If You are not Actively Working, the following conditions will apply:

a) If the change involves an increase in amount of insurance, the change will not take effect until the first day of the Policy month which follows the day You return to Active Work.
b) If the change involves a decrease in amount of insurance, the change will take effect on the day of the change.

In no event will any change take effect during a period of Disability.

REINSTATEMENT OF INSURANCE

If an eligible Employee wants to reinstate insurance after insurance has ended, the following will apply:

a) Rehire: If insurance ended because the Employee ceased to be eligible under this Policy and the Employee becomes eligible again within 90 days after insurance ended, the waiting period will be waived. All other Policy provisions, including Pre-existing Conditions, will apply.

b) If insurance ended because the eligible Employee voluntarily let insurance lapse, the Employee must provide evidence of good health to Us. If such evidence is acceptable to Us, We will determine the day insurance is reinstated.

WHEN YOUR INSURANCE ENDS

Your insurance will end at midnight at the main office of the Policyholder on the earliest of:

a) the day this Policy ends;
b) the day any premium contribution for Your insurance is due and unpaid;
c) the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less); or
d) the day You are no longer eligible. You will no longer be eligible when the earliest of the following occurs:
    1. You are not in an eligible classification described in the Schedule;
    2. Your employment with the Policyholder ends;
    3. You are not Actively Employed; or
    4. You do not satisfy any other eligibility condition described in this Policy.

We will provide benefits for a payable claim which occurs while you are covered under this Policy.

CONTINUATION OF INSURANCE DURING DISABILITY

If You become Disabled, Your insurance will continue for as long as You are entitled to receive Weekly Benefits. Any premium payment for Your insurance that is paid by You through payroll deduction will be waived from the first day of the month following the date of Your approved Disability through the last day of the month following the last date of Your Disability benefit payments.

CONTINUATION OF INSURANCE UNDER FAMILY AND MEDICAL LEAVE

The federal Family Medical Leave Act of 1993 (FMLA) and any amendments thereto as well as certain state statutes provide continuation of coverage in certain instances for leaves of absence.

You may be eligible for continued coverage under FMLA and/or any state family medical leave laws. You should check with Your employer for additional information regarding the continued coverage that may be available to You.

Any continued coverage for family medical leave will not exceed the continued coverage provided by FMLA and/or state required family medical leave.

Any family medical leave continuation is subject to all terms and conditions of the Policy, including, without limitation, payment of premium and eligibility. Any continued coverage will end in accordance with the **When Your Insurance Ends** provision in Your Certificate.

CONTINUITY OF COVERAGE UPON TRANSFER OF INSURANCE CARRIER

If you are not Actively Employed on the effective date of this Policy due to Injury or Sickness, upon payment of the premium, You will be insured under this Policy if You:

a) were covered under a group disability plan maintained by the Policyholder immediately prior to the effective date of this Policy; or
b) were covered under an individual worksite disability plan obtained through the Policyholder immediately prior to the effective date of this Policy; and
c) You resume Active Employment.

SHORT-TERM DISABILITY BENEFITS

BENEFITS

If, while insured under this provision, You become Disabled due to Injury or Sickness, We will pay the Weekly Benefit shown in the Schedule. Benefits will begin after You satisfy the Elimination Period shown in the Schedule.

Note: The loss of a professional license, occupational license or certification alone will not be considered a Disability.

PRE-EXISTING CONDITIONS

You are not covered for a Disability caused or substantially contributed to by a Pre-existing Condition or medical or surgical treatment of a Pre-existing Condition. You have a Pre-existing Condition if:

a) You received medical treatment, care or services for a diagnosed condition or took prescribed medication for a diagnosed condition in the 3 months immediately prior to the effective date of coverage under this Policy; and
b) the Disability caused or substantially contributed to by the condition begins in the first 6 months after the effective date of coverage under this Policy.

Effect of a Pre-existing Condition - Prior Group Disability Plan Coverage

If You become insured under the Policy on its effective date and were covered under a group disability plan maintained by the Policyholder immediately prior to the effective date of Your coverage under this plan, any benefits payable under this Policy for a Disability due to a Pre-existing Condition will be determined as follows:

a) If You cannot satisfy the Pre-existing Conditions provision of this Policy, but have satisfied the pre-existing conditions provision under the prior disability plan (Prior Plan), giving consideration towards continuous time covered under both plans, We will pay the benefits under this Policy.
b) If You cannot satisfy the Pre-existing Conditions limitations under this Policy or under the prior plan, no benefits under this Policy will be payable.

Effect of a Pre-existing Condition - Prior Individual Worksite Disability Plan Coverage

If You become insured under this Policy on its effective date and were covered under an individual worksite disability plan obtained through the Policyholder immediately prior to the effective date of this Policy, We will pay the benefit payable under this Policy. The Pre-existing Conditions provision of this Policy will not apply.

RECURRENT DISABILITY

A Recurrent Disability will be treated as part of Your prior Disability, in which case You will not need to satisfy another Elimination Period if:

a) after receiving Weekly Benefits under the Policy, You return to Your Usual Occupation or another occupation on a full-time basis;
b) You were continuously insured under the Policy for the period between the end of Your prior claim and the onset of Your Recurrent Disability; and
c) Your Recurrent Disability occurs within 90 days of the end of Your prior claim.

If You return to Your Usual Occupation or another occupation on a full-time basis for 90 days or more, a Recurrent Disability will be treated as a new Disability. You must then satisfy another Elimination Period.

In order to prevent over-insurance because of duplication of benefits, benefits payable under this Recurrent Disability provision will cease if benefits are payable to You under any other group disability income policy or plan.

CESAREAN SECTION BENEFIT

If You have a Cesarean section, You will be considered to be Disabled for a minimum period of 8 weeks beginning on the date of Your Cesarean section, unless You return to work prior to the end of the 8 weeks. If You remain Disabled after 8 weeks, Your Disability resulting from a Cesarean section will be treated like any other Disability under the Policy.

WHEN BENEFITS END

Benefits will end upon the earliest of:

a) the day You are no longer Disabled;
b) the day You die;
c) the end of the Maximum Benefit Period shown in the **Schedule**;
d) the day You fail to provide Us satisfactory proof of continuous Disability and/or any Current Earnings;
e) the day You fail to comply with a reasonable request to be examined by a Physician of Our choice without just cause; or
f) the day You are not under Regular Care for the Injury or Sickness that caused Your Disability.

GENERAL EXCLUSIONS

We will not pay benefits for any Disability which is caused by, contributed to by, or resulting from:

a) Your service in the Armed Forces, National Guard or Reserves of any state or country;
b) declared or undeclared war or any act of war or armed aggression;
c) Your participation in a riot, insurrection or rebellion;
d) Your commission of a felony for which You have been charged under state or federal law;
e) an intentionally self-inflicted Injury or Sickness, whether You are sane or insane;
f) attempted suicide, whether You are sane or insane;
g) an occupational Sickness or Injury, unless You do not receive temporary workers' compensation benefits;
h) a Pre-existing Condition; or
i) elective cosmetic surgery; however, We will pay benefits for a Disability caused by complications of such surgery.

We will also not pay benefits for any Disability while You are incarcerated or imprisoned for any period exceeding 60 days after being convicted of a crime.

VOLUNTARY VOCATIONAL REHABILITATION RIDER

This Rider is made a part of Group Policy GUC-BGWH.

This Rider is effective the later of January 1, 2021, or the day You become insured under the Policy.

If You are Disabled and receiving Monthly Benefits as provided by the Policy, You may be eligible to receive vocational rehabilitation services. These services include, but are not limited to:

a) job modification;
b) job placement;
c) retraining; and
d) other activities reasonably necessary to help You return to work.

While You are participating in a plan of voluntary vocational rehabilitation approved by Us, Your Monthly Benefit will be increased by 5%.

Eligibility for voluntary vocational rehabilitation services is based on Your education, training, experience and physical/mental capabilities. Before voluntary vocational rehabilitation services will be considered:

a) Your Disability must not allow You to perform Your Usual Occupation;
b) You must not have the necessary skills to allow You to perform another occupation;
c) You must have the physical and mental capability for successful completion of a rehabilitation program; and
d) there must be reasonable expectation that rehabilitation services will help You return to Active Employment.

All voluntary vocational rehabilitation programs will be developed with input from You, Your Physician, Your Employer and Us , and described on an Individual Written Rehabilitation Plan (IWRP), which states:

a) the vocational rehabilitation goals;
b) the responsibilities of Us, You and any third parties associated with the IWRP;
c) the times and dates of the vocational rehabilitation services; and
d) all costs associated with the services.

We will make the final determination of any voluntary vocational rehabilitation services provided, eligibility for participation and any continued benefit payments.

The definition of Disability will not apply during the term of the vocational rehabilitation program, but will be reapplied after such program ends.

UNITED OF OMAHA LIFE INSURANCE COMPANY

Corporate Secretary

PAYMENT OF CLAIMS

HOW TO FILE CLAIMS

It is important for You to notify Us of Your claim as soon as possible so that a claim decision can be made in a timely manner. Before Your claim can be considered, We must be given a written proof of loss, as described below. In the event of Your death or incapacity, Your beneficiary or someone else may give Us the proof.

PROOF OF LOSS REQUIREMENTS

1. First, request a claim form from the Plan Administrator or from Us.

   This request should be made:
   a) within 20 days after a loss occurs; or
   b) as soon as reasonably possible.

   When We receive the request, We will send a claim form for filing proof of loss. If You do not receive the form within 15 days of Your request, You can meet the proof of loss requirement by giving Us a written statement of what happened. Such statement should include:
   a) that You are under the Regular Care of a Physician;
   b) the appropriate documentation of Your job duties at Your regular job and Your Weekly Earnings;
   c) the date Your Total and/or Partial Disability began;
   d) the cause of Your Total and/or Partial Disability;
   e) any restrictions and limitations preventing You from performing Your regular job;
   f) the name and address of any Hospital or institution where You received treatment, including attending Physicians.

2 Next, You and Your employer must complete and sign Your sections of the claim form, and then give the claim form to the Physician. Your Physician should fill out his or her section of the form, sign it, and send it directly to Us.

3. The claim form should be sent to Us within 90 days after the end of Your Elimination Period; or as soon as reasonably possible. If it is not possible to give Us proof within 90 days, it must be given to Us no later than one year after the time proof is otherwise required, unless the claimant is not legally capable.

HOW CLAIMS ARE PAID

Benefits will be paid weekly after We receive acceptable proof of loss.

Benefits will be paid to You, except benefits due but unpaid at Your death may be paid, at Our option, to:
a) any member of Your family; or
b) Your estate.

This provision does not apply to any Survivor Benefits payable under the Policy.

EXAMINATION

We sometimes require that a claimant be examined by a Physician or vocational rehabilitation expert of Our choice. We will pay for these examinations. We will not require more than a reasonable number of examinations.

OVERPAYMENTS

We have the right to recover any overpayments due to:
a) fraud;
b) any error We make in processing a claim; and
c) Your receipt of Other Income Benefits.

Any other benefits will be paid to You except that benefits unpaid at Your death may be paid, at Our option to:

a) Your beneficiary; or
b) Your estate.

You must reimburse Us in full. We will determine the method by which the repayment is to be made.

We will not recover more money than the amount We paid You.

CLAIM REVIEW AND APPEAL PROCEDURES

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

Adverse Benefit Determination means a denial, reduction, or termination of a benefit or a failure to provide or make payment (in whole or in part) for a benefit. This includes, without limitation, any such denial, reduction or termination of a benefit, or failure to provide or make payment, that is based upon ineligibility for insurance under the Policy.

Claimant means the person who submits a claim for benefits under the Policy, including the authorized representative of such person.

CLAIM REVIEW PROCEDURES

Once We receive information necessary to evaluate the claim, We will make a decision within the time periods set forth below. In the event an extension is necessary due to matters beyond Our control, We will notify the Claimant of the extension and the circumstances requiring the extension.

Except when the Claimant voluntarily agrees to provide Us with additional time, extensions are limited as set forth below. If an extension is necessary due to the Claimant's failure to submit complete information, We will notify the Claimant of the additional information required. Such notice of incomplete information will be sent within the time periods set forth below.

In order for Us to continue processing the claim, the missing information must be provided to Us within the time periods set forth below. The Claimant may contact Us at any time for additional details about the processing of the claim.

INITIAL CLAIM DECISION

The period of time within which a claim decision will be made begins at the time the claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing. The applicable time periods are shown below:

a) initial claim decision period: 45 days unless additional information is requested as set forth below;
b) extension period: 30 days; and
c) maximum number of extensions: two.

If additional information is needed, We will notify the Claimant within 10 days of Our receipt of the claim. Once the Claimant receives Our request for additional information, the Claimant will be given no less than 45 days to submit the additional information to Us. We will make Our determination within 15 days of Our receipt of the additional information. If We do not receive the additional information within the specified time period, We will make Our determination based upon the available information.

CLAIM DENIALS

If a request for a claim is denied, in whole or in part, the Claimant will receive notice of the denial, which will include:

a) the specific reason(s) for the denial;
b) reference to the specific Policy provisions on which the denial is based;
c) a description of the appeal procedures and time limits applicable to such procedures, including the right to request an appeal within 180 days and the right to bring a civil action following the appeal process; and
d) any other information which may be required under state or federal laws and regulations.

Additionally, if an internal rule, guideline, protocol or other similar criterion was relied upon in making the Adverse Benefit Determination, the Claimant has the right to request information about such internal rule, guideline, protocol or other similar criterion that was used in making the Adverse Benefit Determination, free of charge.

OPPORTUNITY TO REQUEST AN APPEAL

The Claimant shall have a reasonable opportunity to appeal a claim review decision. As part of the appeal, there will be a full and fair review of the claim review decision.

The Claimant will have no later than 180 days from the Claimant's receipt of notification of Our claim review decision to submit a request for an appeal. The request for an appeal should include:

a) the Claimant's name;
b) the name of the person filing the appeal if different from the Claimant;
c) the Policy number; and
d) the nature of the appeal.

The request for an appeal can be submitted in any manner and should include any additional information that may have been omitted from Our review or that should be considered by Us. The notification regarding Our claim review decision will include instructions on how and where to submit an appeal.

By requesting an appeal, the Claimant has authorized Us, or anyone designated by Us, to review any and all records (including, but not limited to, medical records) which We determine may be relevant to the appeal.

A document, record, or other information will be considered relevant to a claim if it:

a) was relied upon in making the claim decision;
b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

RESPONSE TO APPEALS

We will respond no later than 45 days from Our receipt of the request for an appeal. However, if We determine that an extension is required, We will notify the Claimant in writing of the extension prior to the termination of the initial appeal period. In no event will the extension exceed 45 days from the end of the initial appeal period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

When We make Our determination, the Claimant will be provided with:

a) information regarding the decision; and
b) information regarding other internal or external appeal or dispute resolution alternatives, including any required state mandated appeal rights.

The period of time within which an appeal decision is required to be made will begin at the time an appeal is filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the Claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent until the earlier of (1) the date on which We receive the response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

STANDARD PROVISIONS

INSURANCE CONTRACT

The insurance contract consists of:

a) the Policy;
b) the Policyholder's application attached to the Policy; and
c) Your application, if required.

CHANGES IN THE INSURANCE CONTRACT

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

a) does not require You or Your beneficiary's consent; and
b) must be:
    1. in writing;
    2. made a part of the Policy; and
    3. signed by one of Our officers.

A change may affect any class of Insured Persons, including retirees if retiree coverage is included in the Policy.

APPLICATIONS

We may use misstatements or omissions in Your application to contest the validity of insurance, reduce coverage or deny a claim, but We must first furnish You or Your beneficiary with a copy of that application. We will not use Your application to contest or reduce insurance which has been in force for two years or more during Your lifetime.

Statements in an application are treated as representations, not as warranties.

LEGAL ACTIONS

No legal action can be brought until at least 60 days after We have been given written proof of loss. No legal action can be brought more than three years after the date written proof of loss is required.

SHORT-TERM DISABILITY DEFINITIONS

Terms defined in this provision are used in, or apply to, other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

Certificate means the Certificate of Insurance form and all other documents that describe insurance coverage under the Policy and are made a part of the Policy.

Current Earnings means any weekly earnings You receive for work performed for the Policyholder while You are Disabled and eligible to receive a Weekly Benefit. Current earnings also means the earnings You receive for work performed from another employer if You became employed after Your Disability began. If Your current earnings routinely fluctuate from week to week, We reserve the option to average Your Current Earnings over the most recent three-week period to determine if Your claim should continue.

Note: If You are paid on other than a weekly basis, We reserve the right to calculate current earnings at the weekly equivalent.

Deferred Compensation means contributions You make through a salary reduction agreement with Your employer to a plan or arrangement under Internal Revenue Code (IRC):

a) 401(k);
b) 403(b);
c) 408(k);
d) 457 Deferred Compensation arrangement; or
e) any other deferred compensation agreement or arrangement defined under the Internal Revenue Code.

Disability and/or Disabled means Total or Partial disability due to Sickness or Injury.

Elimination Period means a period of continuous Total or Partial Disability which must be satisfied before You are eligible to receive benefits. No benefit is payable during the Elimination Period. The Elimination Period begins on the first day of Disability and can be satisfied if You are working. Only days during a month that You are unable to earn 20% or more of Your Weekly Earnings will apply towards satisfaction of the Elimination Period. The Elimination Period is shown in the Schedule.

Gross Weekly Benefit means Your benefit amount before any reduction for Other Income Benefits and Current Earnings.

Hospital means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing Your disability. A hospital does not include a hospital or institution or part of a hospital or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home, home for the aged, halfway house or board and care facilities.

Injury means bodily harm to You which:

a) is the direct result of external means that occurs while the Policy is in force; and
b) is independent of Sickness or any other cause.

Other Income Benefits means income as listed in the Schedule that You receive as compensation for the same Disability for which benefits are claimed under the Policy. This income will be deducted from Your Gross Weekly Benefit shown in the Schedule.

Partially Disabled and Partial Disability means You are not Totally Disabled and that while actually working in Your Usual Occupation, as a result of a Sickness or Injury, You are unable to earn 99% or more of Your Weekly Earnings.

Physician means any of the following licensed practitioners:

a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
b) a licensed doctoral clinical psychologist; or
c) where required by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include You, a person who lives with You or is a part of Your family (Your spouse; or a child, brother, sister or parent of You or Your spouse).

Policyholder's Retirement Plan means any Retirement Plan for which You are eligible:

a) that is part of any federal, state, county, municipal or association retirement system; or
b) as a result of employment with the Policyholder.

Recurrent Disability means a Disability which is related to or due to the same cause(s) of a prior Disability for which You received a Weekly Benefit under the Policy.

Regular Care means:
a) You visit a Physician as frequently as is necessary to effectively manage and treat Your Disability; and
b) You receive appropriate care and treatment which is:
    1. received from a Physician whose expertise, medical training, and clinical experience are suitable for treating Your Injury or Sickness;
    2. consistent in type, frequency, and duration of treatment with relevant guidelines based on national medical research, or published by health care organizations and government agencies; and
    3. consistent with the diagnosis of Your condition.

Retirement Benefit, when used with the term Retirement Plan, means money which:
a) is payable under a Retirement Plan either in a lump sum or in the form of periodic payments;
b) does not represent contributions made by You; and
c) is payable upon the later of:
    1. early or normal retirement as defined in the Policyholder's Retirement Plan or under the U.S. Social Security Act; or
    2. Disability, if the payment does not reduce the amount of money which would have been paid at the normal retirement age under the plan if the Disability had not occurred.

Note: Regardless of how the retirement funds from the Retirement Plan are distributed, We will consider Your contributions and Your employer's contributions to be distributed simultaneously during Your lifetime.

Retirement Plan means a defined contribution or defined benefit plan which provides Your Retirement Benefits and which is not funded wholly by Your contributions. The term shall not include a profit-sharing plan such as a 401K, a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, a military plan, a pension plan for partners, or a non-qualified plan of Deferred Compensation.

Rider means a provision added to the Policy or Your Certificate to expand or limit benefits or coverage.

Salary Continuation, Accumulated Sick Leave or *Leave of Absence* mean continued payments to You by the Policyholder of all or part of Your Weekly Earnings, after You become Disabled. This continued payment must be part of an established plan maintained by the Policyholder for the benefit of all employees covered under the Policy. Salary Continuation, Accumulated Sick Leave or Leave of Absence does not include compensation paid to You by the Policyholder for work You actually perform after Your Disability began.

Schedule means the Schedule included in this Certificate.

Sickness means Your illness, disease or physical condition which causes loss beginning while the Policy is in force.

Social Security Normal Retirement Age means Your normal retirement age under the United States Social Security Act.

Substantial and Material Acts means the important tasks, functions and operations generally required from employers from those engaged in Your Usual Occupation, that cannot be reasonably omitted or modified.

In determining what Substantial and Material acts are necessary to pursue Your Usual Occupation, We will first look at the specific duties required by Your job. If You are unable to perform one or more of these duties with reasonable continuity, We will then determine whether those duties are customarily required of other employees engaged in Your Usual Occupation. If any specific material duties required of You by Your job differ from the material duties customarily required of other employees engaged in Your Usual Occupation, We will not consider those duties in determining what Substantial and Material Acts are necessary to pursue Your Usual Occupation.

Total Disability and Totally Disabled means that because of an Injury or Sickness You are unable to perform, with reasonable continuity, the Substantial and Material Acts necessary to pursue Your Usual Occupation and You are not working in Your Usual Occupation.

Usual Occupation means any employment, business, trade or profession and the Substantial and Material Acts of the occupation You were regularly performing for the Policyholder when the Disability began. Usual occupation includes, but is not limited to, the specific job You performed for the Policyholder.

We, Our, Us means the Insurance Company shown on Your Certificate of Insurance.

Weekly Benefit means Your weekly benefit amount after any reductions for Other Income Benefits and Current Earnings.

Weekly Earnings means Your gross income from the Policyholder, and verified by premiums We have received, for the week immediately prior to the month in which Your Disability began.

Weekly Earnings includes Employee contributions to Deferred Compensation plans received from the Policyholder.

Weekly Earnings does not include commissions, bonuses, overtime pay, Policyholder contributions to Deferred Compensation plans, shift differentials, and other extra compensation received from the Policyholder.

You, Your and Insured Person means an insured employee or member.

ADDITIONAL SUMMARY PLAN DESCRIPTION INFORMATION

The Employee Retirement Income Security Act of 1974 (ERISA) requires that certain information be furnished to eligible participants in an employee benefits plan. The employee benefits plan maintained by the Policyholder shall be referred to herein as the "Plan."

This document, in conjunction with Your Certificate, is Your ERISA Summary Plan Description for the insurance benefits described herein.

Contributions are made solely by participants. Contributions are based on the amount of insurance premiums necessary to provide Plan coverage.

The Plan provides coverage for more than one class of Employees.

The benefits under the Plan are fully insured by Us under a group insurance policy issued by Us. Benefits under the Policy are guaranteed to the extent all Policy provisions are met and subject to all terms and conditions of the Policy (including, but not limited to, all exclusions, limitations and exceptions in the Policy). Our home office is located at Mutual of Omaha Plaza, Omaha, NE 68175.

EMPLOYER IDENTIFICATION NUMBER AND PLAN NUMBER

The Employer Identification Number (EIN) is: 95-2920045
The Plan Number is: 501

PLAN ADMINISTRATOR

The Plan is provided through and administered by:

Bernards Bros., Inc.
555 First Street
San Fernando, CA 91340
Phone: (818) 336-3538

AGENT FOR SERVICE OF LEGAL PROCESS

The agent for service of legal process upon the Plan is:

Bernards Bros., Inc.
555 First Street
San Fernando, CA 91340
Phone: (818) 336-3538

PLAN YEAR

Each 12-month period beginning on January 1 is a "plan year" for the purposes of accounting and all reports to the U.S. Department of Labor and other regulatory bodies.

STATEMENT OF ERISA RIGHTS

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

a) Receive Information About Your Plan and Benefits

1. Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including insurance contracts and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
2. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
3. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

b) Prudent Actions by Plan Fiduciaries

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

c) Enforce Your Rights

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

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

d) Assistance with Your Questions

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

PLAN DISCLOSURES

You are entitled to request from the Plan Administrator, without charge, information applicable to the Plan's benefits and procedures. In addition, Your Certificate includes, as applicable, a description of:

a) employee eligibility requirements;
b) when insurance ends;
c) state or federal continuation rights; and
d) claims procedures.

PLAN CHANGES

The persons with authority to change, including the authority to terminate, the Plan on behalf of the Policyholder are the Policyholder's Board of Directors or other governing body, or any person or persons authorized by resolution of the Board or other governing body to take such action. Please refer to the provision in Your Certificate entitled "Changes in the Insurance Contract" for information about how the Policy can be changed. The Policyholder's benefits area is authorized to apply for and accept the Policy and any changes to the Policy on behalf of the Policyholder.

Group Voluntary Short-Term Disability Benefits

Bernards Bros., Inc.

Group Number: G000BGWH

United of Omaha Life Insurance Company

Home Office:
Mutual of Omaha Plaza
Omaha, Nebraska 68175