
**YOUR GROUP
LONG-TERM DISABILITY
BENEFITS**

West Valley Construction Company

Revised January 1, 2011

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 GLTD-AHLF.

IMPORTANT NOTICE

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

GROUP LONG-TERM DISABILITY INSURANCE
SUMMARY OF COVERAGE



West Valley Construction Company
 GLTD-AHLF
 Revised: January 1, 2011
 All Eligible Employees

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Elimination Period	<p>The Elimination Period is the later of:</p> <ul style="list-style-type: none"> • 90 calendar days; or • if applicable, the date Your Salary Continuation, Accumulated Sick Leave or short-term disability payments under the Policyholder's insured or self-insured group plan end. <p>For accumulating days of Disability to satisfy the Elimination Period, the following will apply:</p> <ul style="list-style-type: none"> • a period of Disability will be treated as continuous during the Elimination Period unless Disability stops for more than 90 Trial Work Days during the Elimination Period; and • Trial Work Days will not be used to satisfy the Elimination Period.

Monthly Benefit	<p>If You are Totally Disabled and earning less than 20% of Your Basic Monthly Earnings, the Monthly Benefit is the lesser of:</p> <ul style="list-style-type: none"> • 60% of Your Basic Monthly Earnings, less Other Income Benefits; or • the Maximum Monthly Benefit. The Maximum Monthly Benefit is \$7,000, less any Other Income Benefits. <p>If You are Partially Disabled and do not generate Current Earnings that exceed 99% of Your Basic Monthly Earnings, as a work incentive, You will receive the Monthly Benefit for Total Disability as calculated above, unless the sum of:</p> <ul style="list-style-type: none"> • the Gross Monthly Benefit while You are Partially Disabled; plus • Current Earnings while You are Partially Disabled; plus • Other Income Benefits You receive while You are Partially Disabled; <p>exceeds 100% of Your Basic Monthly Earnings. If this sum exceeds 100% of Your Basic Monthly Earnings, the Monthly Benefit will be reduced by that excess amount. After You have received the Monthly Benefit for 24 months, if You continue to meet the requirements for Partial Disability, except that You do not generate Current Earnings that exceed 85% of Your Basic Monthly Earnings, then You will continue to receive the Monthly Benefit for Total Disability as calculated above, unless the sum of:</p> <ul style="list-style-type: none"> • the Gross Monthly Benefit while You are Partially Disabled; plus • Current Earnings while You are Partially Disabled; plus; • Other Income Benefits You receive while You are Partially Disabled; <p>exceeds 100% of Your Basic Monthly Earnings. If this sum exceeds 100% of Your Basic Monthly Earnings, the Monthly Benefit will be reduced by that excess amount.</p>	
Minimum Monthly Benefit	Your Monthly Benefit will never be less than \$100.	
Maximum Benefit Period	If You are Disabled because of an Injury or Sickness, We will pay benefits as follows.	
	Age at Disability	Maximum Benefit Period
	61 or less	to age 65 or to Your Social Security Normal Retirement Age, or 3 years and 6 months, whichever is longer
	62	to Your Social Security Normal Retirement Age or 3 years and 6 months, whichever is longer
	63	to Your Social Security Normal Retirement Age or 3 years, whichever is longer
	64	to Your Social Security Normal Retirement Age or 2 years and 6 months, whichever is longer
	65	2 years
	66	1 year and 9 months
	67	1 year and 6 months
	68	1 year and 3 months
	69 or older	1 year
EMPLOYEE ELIGIBILITY		
Minimum Work Hours Required	30 hours per week	
Eligibility Waiting Period	None	

Confinement Rule	<p>If an eligible Employee is confined due to an Injury or Sickness:</p> <ul style="list-style-type: none"> • in a Hospital as an inpatient; • in any institution or facility other than a Hospital; or • at home and under the supervision of a Physician; <p>insurance will begin on the day the Employee returns to Active Employment.</p> <p>If an eligible Employee is Actively Employed and is not:</p> <ul style="list-style-type: none"> • confined; and • available for work because of an Injury or Sickness; <p>insurance will begin on the day the Employee returns to Active Employment.</p>
When Insurance Begins	<p>An Employee will become insured on the first day of the Policy month which coincides with or follows the day the Employee becomes eligible, provided the Employee is Actively Working on that day.</p>
When Your Classification or the Amount of Insurance Changes	<p>Any change in Your classification, coverage or amount of Your insurance will take effect on the day of the change, provided You are Actively Working on that day.</p> <p>If You are not Actively Working on the day of the change, the following conditions will apply:</p> <ul style="list-style-type: none"> • If the change involves an increase in the amount of insurance, the change will not take effect until the day You return to Active Work. • If the change involves a decrease in the amount of insurance, the change will take effect on the day of the change. <p>In no event will any change take effect during a period of Disability.</p>
When Your Insurance Ends	<p>Your insurance will end at midnight at the main office of the Policyholder on the earliest of:</p> <ul style="list-style-type: none"> • the day the Policy ends; • the day any premium contribution for Your insurance is due and unpaid; • the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less); or • the day You are no longer eligible. <p>You will no longer be eligible when the earliest of the following occurs:</p> <ul style="list-style-type: none"> • You are not in an eligible classification described in the Schedule; • Your employment with the Policyholder ends; • You are not Actively Employed; or • You do not satisfy any other eligibility condition described in the Policy.
DEFINITIONS	
Definition of Disability	<p>Disability and Disabled means Total or Partial Disability.</p> <p>Partially Disabled and Partial Disability means You are not Totally Disabled and that while actually working in Your Usual Occupation, as a result of Injury or Sickness You are unable to earn 99% or more of Your Basic Monthly Earnings.</p> <p>After a Monthly Benefit has been paid for 24 months You are Partially Disabled if You are not Totally Disabled and that while actually working in an occupation, as a result of Injury or Sickness, You are unable to engage with reasonable continuity in that or any other occupation in which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience, station in life, and physical and mental capacity.</p>

	<p>Totally Disabled and Total Disability means that as a result of 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.</p> <p>After a Monthly Benefit has been paid for 24 months, You are Totally Disabled when as a result of Injury or Sickness You are not able to engage with reasonable continuity in any occupation in which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience, station in life, and physical and mental capacity.</p>
Definition of Monthly Earnings	<p>Basic Monthly Earnings means Your gross monthly income received from the Policyholder, and verified by premium We have received, for the month immediately prior to the month in which Your Disability began.</p> <p>Basic Monthly Earnings includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder.</p>
FEATURES	
Continuation of Insurance During Disability	<p>If You become Disabled, Your insurance will continue without payment of premium for as long as You are entitled to receive Monthly Benefits, provided the premium is paid during the Elimination Period.</p>
Voluntary Vocational Rehabilitation	<p>If You are Disabled and are receiving Disability benefits as provided by the Policy, You may be eligible to receive vocational rehabilitation services. These services include, but are not limited to:</p> <ul style="list-style-type: none"> • job modification; • job placement; • retraining; and • other activities reasonably necessary to help You return to work.
Survivor Benefit	<p>We will pay a Survivor Benefit to Your named beneficiary when We receive proof that You died:</p> <ul style="list-style-type: none"> • after being Disabled for 6 or more consecutive months; and • after receiving a Monthly Benefit under the Policy. <p>The Survivor benefit will be an amount equal to 3 times Your Monthly Benefit for the month immediately prior to Your death.</p> <p>The right to change of beneficiary is reserved to the Insured Person. The consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of the Policy or to any change of beneficiary or beneficiaries, or to any other changes in the Policy.</p> <p>If there is no named beneficiary, the Survivor Benefit will be paid to Your estate. However, We will first apply the Survivor Benefit to any overpayment which may exist on Your claim.</p>

LIMITATIONS AND EXCLUSIONS	
Mental Disorder Limitation	If You are Disabled because of a Mental Disorder, Your Monthly Benefit will be limited to a lifetime total of 24 months while insured under the Policy, unless You are confined as a resident inpatient in a Hospital at the end of that 24 month period. The Monthly Benefit will continue to be paid during such confinement.
Alcohol and Drug Abuse and/or Substance Abuse Limitation	If You are Disabled because of alcohol or drug abuse and/or substance abuse, Your Monthly Benefit will be limited to a lifetime total of 24 months while insured under the Policy, unless You are confined as a resident inpatient in a Hospital at the end of that 24 month period. The Monthly Benefit will continue to be paid during such confinement.
General Exclusions	<p>We will not pay benefits for any Disability which is caused by or contributed to by, or results from:</p> <ul style="list-style-type: none"> • Your service in the Armed Forces, National Guard or Reserves of any state or country; • declared or undeclared war or any act of war or armed aggression; • Your participation in a riot, insurrection or rebellion; • Your commission of a felony for which You have been charged under state or federal law; • an intentionally self-inflicted Injury or Sickness, whether You are sane or insane; • attempted suicide, whether You are sane or insane; <p>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.</p>
Pre-Existing Conditions	<p>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:</p> <ul style="list-style-type: none"> • You received medical treatment, care or services for a diagnosed condition or took prescribed medication for a diagnosed condition in the first 3 months immediately prior to the effective date of coverage under this Policy; and • the Disability caused or substantially contributed to by the condition begins in the first 12 months after the effective date of coverage under this Policy.

Publication Date: April 7, 2011

NOTICE

If any questions or problems arise regarding this insurance, you may contact the Company at:

**United of Omaha Life Insurance Company
Mutual of Omaha Plaza
Omaha, NE 68175
Telephone: 1-800-775-8805**

When contacting the Company, please have your policy number available.

Should you feel you are not being treated fairly, we want you to know you may contact the California Department of Insurance with your complaint.

To contact the Department, write or call:

**Consumer Division Department of Insurance, Los Angeles Office
300 South Spring St.
Los Angeles, CA 90013
In State Call Toll Free: 1-800-927-4357
Out of State Call: 1-213-897-8921**

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appear in the following order.

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CERTIFICATE OF INSURANCE

UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza
Omaha, Nebraska 68175

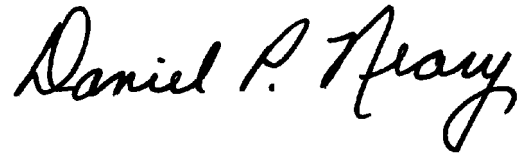
United of Omaha Life Insurance Company certifies that Group Policy No(s). GLTD-AHLF (policy) has been issued to West Valley Construction Company (Policyholder).

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.

UNITED OF OMAHA LIFE INSURANCE COMPANY



Chairman of the Board and Chief Executive Officer



Corporate Secretary

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.

SCHEDULE

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

Classification(s)

All Eligible Employees

LONG-TERM DISABILITY BENEFITS

Elimination Period

The Elimination Period is the later of:

- (a) 90 calendar days; or
- (b) if applicable, the date Your Salary Continuation, Accumulated Sick Leave or short-term disability payments under the Policyholder's insured or self-insured group plan end.

For accumulating days of Disability to satisfy the Elimination Period, the following will apply:

- (a) a period of Disability will be treated as continuous during the Elimination Period unless Disability stops for more than 90 Trial Work Days during the Elimination Period; and
- (b) Trial Work Days will not be used to satisfy the Elimination Period.

Monthly Benefit (Total Disability)

If You are Totally Disabled and earning less than 20% of Your Basic Monthly Earnings, the Monthly Benefit is the lesser of:

- (a) 60% of Your Basic Monthly Earnings, less Other Income Benefits; or
- (b) the Maximum Monthly Benefit. The Maximum Monthly Benefit is \$7,000, less Other Income Benefits.

Monthly Benefit (Partial Disability)

If You are Partially Disabled and do not generate Current Earnings that exceed 99% of Your Basic Monthly Earnings, as a work incentive, You will receive the Monthly Benefit for Total Disability as calculated above, unless the sum of:

- (a) the Gross Monthly Benefit while You are Partially Disabled; plus
- (b) Current Earnings while You are Partially Disabled; plus

(c) Other Income Benefits You receive while You are Partially Disabled;

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

After You have received the Monthly Benefit for 24 months, if You continue to meet the requirements for Partial Disability, except that You do not generate Current Earnings that exceed 85% of Your Basic Monthly Earnings, then You will continue to receive the Monthly Benefit for Total Disability as calculated above, unless the sum of:

(a) the Gross Monthly Benefit while You are Partially Disabled; plus

(b) Current Earnings while You are Partially Disabled; plus;

(c) Other Income Benefits You receive while You are Partially Disabled;

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

Minimum Monthly Benefit

Your Monthly Benefit will never be less than \$100.

When less than one month of Disability benefits is due, a pro rata benefit will be paid for each day of Disability. This pro rata benefit will be equal to 1/30th of Your Monthly Benefit as calculated above.

Maximum Benefit Period

If You are Disabled because of an Injury or Sickness, We will pay benefits as follows.

<u>Age at Disability</u>	<u>Maximum Benefit Period</u>
61 or less.....	to age 65 or to Your Social Security Normal Retirement Age, or 3 years and 6 months, whichever is longer
62.....	to Your Social Security Normal Retirement Age or 3 years and 6 months, whichever is longer
63.....	to Your Social Security Normal Retirement Age or 3 years, whichever is longer
64.....	to Your Social Security Normal Retirement Age or 2 years and 6 months, whichever is longer
65.....	2 years
66.....	1 year and 9 months
67.....	1 year and 6 months
68.....	1 year and 3 months
69 or older.....	1 year

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

<u>Year of Birth</u>	<u>Social Security Normal Retirement Age</u>
1937 or earlier.....	65 Years
1938.....	65 years and 2 months
1939.....	65 years and 4 months
1940.....	65 years and 6 months
1941.....	65 years and 8 months
1942.....	65 years and 10 months
1943 through 1954.....	66 years
1955.....	66 years and 2 months
1956.....	66 years and 4 months
1957.....	66 years and 6 months
1958.....	66 years and 8 months
1959.....	66 years and 10 months
1960 or later.....	67 years

NOTE: Your Social Security Normal Retirement Age may change subject to any changes to the United States Social Security Act.

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 as compensation for the same loss claimed under the Policy, as a result of Your Disability:

1. The amount You receive as a temporary disability benefit under a workers' compensation law.
2. Amount under another group short-term or long-term disability insurance policy or plan for which the Policyholder has paid any part of the cost or for which the Policyholder has made payroll deductions, except any group short-term or long-term disability insurance policy or plan underwritten by Us. Any benefits payable by a group short-term or long-term disability policy underwritten by Us will not be considered as Other Income Benefits.
3. The amount You receive under an occupational disease law, the Jones Act, (46 U.S.C. 688(a) (1920)) or any other act or law of like intent, other than workers' compensation.
4. 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.
5. The amount 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.

6. 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 which would have been paid if the Disability had not occurred. We will not reduce Your Monthly Benefit by amounts rolled over or transferred to any Retirement Plan.
7. The amount that You or Your dependent spouse and child(ren) receive as disability income payments, under:
 - (a) the United States. Social Security Act;
 - (b) the Canada Pension Plan;
 - (c) the Quebec Pension Plan;
 - (d) the Railroad Retirement Act;
 - (e) the Public Employee Retirement Plan;
 - (f) the Teachers Employment Retirement Plan; or
 - (g) 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 U.S. Social Security Benefits).
8. The amount that You receive as Salary Continuation, Accumulated Sick Leave or severance allowance.
9. Amounts received by compromise or settlement of any claim for permitted offsets (less attorneys' fees).

Social Security Assistance

In order to be eligible for assistance from Our Social Security claimant advocacy program, You must be receiving Monthly Benefits from Us. We can arrange for advice regarding Your claim and assist You with Your application or appeal.

Receiving Social Security benefits may enable:

- (a) You to receive Medicare after 24 months of disability payments;
- (b) You to protect Your retirement benefits; and
- (c) Your family to be eligible for Social Security benefits.

We can arrange assistance in obtaining Social Security disability benefits by:

- (a) helping You find appropriate representation;
- (b) obtaining medical and vocational evidence; and
- (c) reimbursing case management expense approved in advance by Us.

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 for benefits is denied and there is reasonable expectation of winning an appeal, You must appeal the decision by the Social Security Administration with reasonable diligence and must provide written proof of all levels of the 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 Monthly 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 monthly basis over a period for which the sum is given. If no time period is stated, the sum will be prorated on a monthly basis over the lesser of the following:

- (a) The Policy's maximum benefit period; or
- (b) 60 equal payments.

If Other Income Benefits which are paid in a lump sum are paid on a retroactive basis, then We may adjust the Monthly 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 Monthly 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) 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 this 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, 2011 becomes eligible for insurance under this Policy on January 1, 2011.

An Employee who is hired after January 1, 2011 becomes eligible for insurance under this Policy on the day the Employee begins Active Employment.

When Insurance Begins

An Employee will become insured on the first day of the Policy month which coincides with or follows the day the Employee becomes eligible, 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.

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 the 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 day of the change, provided You are Actively Working on that day. If You are not Actively Working on that day, the following conditions will apply:

If the change involves an increase in amount of insurance, the change will not take effect until:

- (a) the day You return to Active Work.
- (b) If the change involves a decrease in the 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:

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:

- (a) the waiting period will be waived; and
- (b) any time the Employee was previously insured under the Policy will apply toward satisfaction of the Preexisting Conditions Limitation.

All other Policy provisions, including Pre-existing Conditions, will apply.

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 without payment of premium for as long as You are entitled to receive Monthly Benefits, provided the premium is paid during the Elimination Period. Premium will be waived from the first day of the month following the end of your Elimination through the last day of the month following the last date of Your disability benefit payments.

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; and
- (b) You resume Active Employment.

LONG-TERM DISABILITY BENEFITS

Benefits

If, while insured under this provision, You become Disabled due to Injury or Sickness, We will pay the Monthly 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 12 months after the effective date of coverage under this Policy.

Effect of a Preexisting Condition

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

1. If You cannot satisfy the Pre-existing Conditions provision of this Policy, but have satisfied the pre-existing condition provision under the Prior Plan, giving consideration towards continuous time covered under this Policy and the Prior Plan, We will pay the lesser of:
 - (a) the benefit that would have been paid under the Prior Plan; or
 - (b) the benefit payable under this Policy.
2. If You cannot satisfy the Pre-existing Conditions provision under this Policy or of the Prior Plan no benefit under this Policy will be payable.

Prior Plan means any plan of group disability insurance that has been replaced by coverage under part or all of this Policy. The Prior Plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

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 Monthly 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 6 months of the end of Your prior claim.

If You return to Your Usual Occupation or another occupation on a full-time basis for 6 months 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.

Survivor Benefit

We will pay a Survivor Benefit to Your named beneficiary when We receive proof that You died:

- (a) after being Disabled for 6 or more consecutive months; and
- (b) after receiving a Monthly Benefit under the Policy.

The Survivor benefit will be an amount equal to 3 times Your Monthly Benefit for the month immediately prior to Your death.

The right to change of beneficiary is reserved to the Insured Person. The consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of the Policy or to any change of beneficiary or beneficiaries, or to any other changes in the Policy.

If there is no named beneficiary, the Survivor Benefit will be paid to Your estate. However, We will first apply the Survivor Benefit to any overpayment which may exist on Your claim.

Mental Disorder Limitation

If You are Disabled primarily because of a Mental Disorder, Your Monthly Benefit will be limited to a lifetime total of 24 months while insured under the Policy, unless You are confined as a resident inpatient in a Hospital at the end of that 24 month period. The Monthly Benefit will continue to be paid during such confinement.

If You are still Disabled when You are discharged, the Monthly Benefit will be paid for a recovery period of up to 90 additional days.

If You become re-confined as a resident inpatient in a Hospital during the recovery period for at least 14 consecutive days, benefits will be paid for the duration of the second confinement.

In no event will benefits payable due to a Mental Disorder be payable beyond the Maximum Benefit Period as shown in the Schedule.

This Mental Disorder Limitation will not apply to dementia if it is the result of:

- (a) stroke;
- (b) trauma;
- (c) viral infection;
- (d) alzheimer's disease; or
- (e) other conditions not listed which are not usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs, or other similar methods of treatment.

Alcohol and Drug Abuse and/or Substance Abuse Limitation

If You are Disabled because of alcohol or drug abuse and/or substance abuse, Your Monthly Benefit will be limited to a lifetime total of 24 months while insured under the Policy, unless You are confined as a resident inpatient in a Hospital at the end of that 24 month period. The Monthly Benefit will continue to be paid during such confinement.

If You are still Disabled when You are discharged, the Monthly Benefit will be paid for a recovery period of up to 90 additional days so long as You are being actively supervised by and receiving continuing treatment from a rehabilitation center or designated institution approved for such treatment by an appropriate body in the governing jurisdiction.

If You become re-confined as a resident inpatient in a Hospital during the recovery period for at least 14 consecutive days, benefits will be paid for the duration of the second confinement.

In no event will benefits payable due to alcohol or drug abuse and/or substance abuse be payable beyond the Maximum Benefit Period as shown in the **Schedule**.

NOTE: This limitation will not apply to any Disability caused by drugs administered on the advice of a Physician.

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 unreasonably 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 without just cause;
- (f) the day You are not under Regular Care for the Injury or Sickness that caused Your Disability; or
- (g) the day You generate Current Earnings which exceed 99% of Basic Monthly Earnings.

General Exclusions

We will not pay benefits for any Disability which is caused or contributed to by, or results 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;

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

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.

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 Usual occupation and Your Basic Monthly Earnings;
 - (c) the date Your Disability began;
 - (d) the cause of Your Disability;
 - (e) any restrictions and limitations preventing You from performing Your Usual occupation;
 - (f) the name and address of any Hospital or institution where You received treatment, including attending Physicians.
2. Next, You and Your employer need to complete and sign each of your respective sections of the claims 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 monthly 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 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.

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.

DISABILITY CLAIM REVIEW PROCEDURES

DEFINITIONS

An “**Adverse Benefit Determination**” means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of Your eligibility to participate in a plan.

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;
- (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; or
- (d) constitutes a statement of policy or guidance with respect to the Policy concerning the denied benefit for the diagnosis, without regard to whether such advice or statement was relied upon in making the claim decision.

INITIAL CLAIM DECISION

Initial Claim Decision. We will make a claim decision regarding Your disability claim within 45 days after Our receipt of the claim.

Extensions. This 45 day period may be extended for up to 30 days, if We (1) determine that such an extension is necessary due to matters beyond Our control and (2) notify You, prior to the expiration of the initial 45 day period, of the circumstances requiring the extension and the date by which We expect to render a decision. 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 decision 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.

Notice of Extension. Our notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a claim decision and the additional information needed to resolve those issues. You will have 45 days within which to provide the specified information.

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

NOTICE OF ADVERSE BENEFIT DETERMINATION

We will provide written or electronic notice of any Adverse Benefit Determination within 45 days after Our receipt of the claim, subject to the extensions described above. The notice will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;
- (c) a description of any additional material or information necessary to complete the claim and the reason We need the material or information;
- (d) a description of the Policy's appeal procedures, including the time limits for such procedures;
- (e) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the Adverse Benefit Determination, a statement that it was relied upon in making the Adverse Benefit Determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to You upon request; and
- (f) if the Adverse Benefit Determination was based on a medical necessity or experimental treatment or similar exclusion, a statement that it was relied upon in making the Adverse Benefit Determination and that an explanation of the scientific or clinical judgment for the determination will be provided free of charge to You upon request.

APPEALS OF ADVERSE BENEFIT DETERMINATIONS

You may appeal within 180 days following Your receipt of notification of an Adverse Benefit Determination.

The request for an appeal should include:

- (a) Your name;
- (b) the name of the person filing the appeal if different from You;
- (c) the Policy number; and
- (d) the nature of the appeal.

You will have the opportunity to submit written comments, documents, records, and other information relating to the claim.

You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Our review will take into account all comments, documents, records, and other information submitted by You relating to the claim, without regard to whether such information was submitted or considered in the initial claim decision.

Our review will not give deference to the initial Adverse Benefit Determination.

Our review will be conducted by an individual who is neither the individual who made the Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of such individual.

We will identify any medical or vocational experts whose advice was obtained in connection with an Adverse Benefit Determination, without regard to whether the advice was relied upon in making the benefit determination.

In deciding an appeal of any Adverse Benefit Determination that is based in whole or in part on a medical judgment, the individual conducting the appeal will consult with a health care professional:

- (a) who has appropriate training and experience in the field of medicine involved in the medical judgment; and
- (b) who is neither an individual who was consulted in connection with the Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of any such individual.

APPEAL DECISION

Notice of Appeal Decision. We will notify You of Our appeal decision within 45 days after receipt of Your timely appeal request, unless We determine that special circumstances require an extension of time for processing the appeal. We will provide You with written or electronic notice of Our appeal decision.

Notice of an Adverse Benefit Determination will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;
- (c) a statement that You are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to Your claim;
- (d) if an internal rule, guideline, protocol, or other similar criterion was used in making the Adverse Benefit Determination, a statement that it was used in making the Adverse Benefit Determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to You upon request; and
- (e) if the Adverse Benefit Determination was based on a medical necessity or experimental treatment or similar exclusion, a statement that it was relied upon in making the Adverse Benefit Determination and that an explanation of the scientific or clinical judgment for the determination will be provided free of charge to You upon request.

Notice of Extension. If We determine that an extension is required, We will notify You in writing of the extension prior to the termination of the initial 45 day period. In no event will the extension exceed 45 days from the end of the initial period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

Time Periods. The period of time within which an appeal decision is required to be made will begin at the time an appeal is timely 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 Your 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 to You until the earlier of (1) the date on which We receive Your 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 Your 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.

LONG-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.

Accumulation Period means the sum of the Elimination Period plus the Trial Work Days. This is the period during which the Elimination Period must be satisfied before the Insured is eligible for Monthly Benefit payments under the Policy.

Basic Monthly Earnings means Your gross monthly income received from the Policyholder, and verified by premium We have received, for the month immediately prior to the month in which Your Disability began.

Basic Monthly Earnings includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder.

Calendar Year means the 12-month period from January 1 through December 31.

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

NOTE: If You are paid on other than a monthly basis, We will convert Your Current Earnings to the monthly equivalent.

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

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

Disability and Disabled means Total or Partial Disability.

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 where You are unable to earn 20% or more of Your Basic Monthly Earnings will apply towards satisfaction of the elimination period. The elimination period is shown in the **Schedule** and must be satisfied within the Accumulation Period.

Full-Time means working the required number of hours to be considered a full-time employee of the Policyholder.

Gross Monthly Benefit means Your benefit amount before any reduction for Other Income Benefits and Current Earnings, if applicable.

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 facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or 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 this Policy is in force; and
- (b) is independent of Sickness or any other cause.

Mental Disorder means any condition or disease, regardless of its cause, listed in the most recent edition of the International Classification of Diseases as a Mental Disorder.

The Policy may include limited benefits for any one of the conditions or diseases included in this definition. If it does, only those limited benefits relating to this condition or disease will be available.

Monthly Benefit means Your benefit amount after any reduction for Other Income Benefits and Current Earnings, if applicable.

Other Income Benefits means income listed in the Schedule that You receive while You are Disabled. This income will be deducted from Your Gross Monthly Benefit as 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 Injury or Sickness You are unable to earn 99% or more of Your Basic Monthly Earnings.

After a Monthly Benefit has been paid for 24 months You are Partially Disabled if You are not Totally Disabled and that while actually working in an occupation, as a result of Injury or Sickness, You are unable to engage with reasonable continuity in that or any other occupation in which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience, station in life, and physical and mental capacity.

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 part of Your family (Your Spouse; or a child, brother, sister or parent of You or Your Spouse).

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 Monthly 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 United States Social Security Act; or
 - (2) the date Your Disability began, 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 funds from a Retirement Plan are distributed, We will consider any distributions related to Your contributions and any distributions related to contributions from Your employer to be distributed simultaneously during Your lifetime.

Retirement Plan means a defined contribution or defined benefit plan for which You are eligible as a result of Your employment with the Policyholder, which provides Your Retirement Benefits and which is not funded wholly by Your contributions. The term shall not include a profit-sharing plan or a plan such as a 401(k), a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, military pension, 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 means continued payments to You by the Policyholder of all or part of Your Basic Monthly 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 or Accumulated Sick Leave 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 while this Policy is in force.

Spouse means the person to whom You are legally married, or Your domestic partner or equivalent, as recognized and allowed by federal law, or by state law in Your state of residence.

Substantial and Material Acts means the important tasks, functions and operations generally required by 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 employer. 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 employer differ from the material duties customarily required of other employees engaged in Your Usual Occupation, then We will not consider those duties in determining what substantial and material acts are necessary to pursue Your Usual Occupation.

Totally Disabled and **Total Disability** means that as a result of 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.

After a Monthly Benefit has been paid for 24 months, You are Totally Disabled when as a result of Injury or Sickness You are not able to engage with reasonable continuity in any occupation in which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience, station in life, and physical and mental capacity.

Trial Work Days are days on which You are working during the Elimination Period and earn more than 80% of Your Basic Monthly Earnings. Trial work days do not count towards satisfying the Elimination Period and are shown in the **Schedule**.

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 Disability began. Usual occupation is not necessarily limited to the specific job You performed for the Policyholder.

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

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

Group Policy Number GLTD-AHLF



Mutual of Omaha

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