

# CERTIFICATE OF INSURANCE

MUSKEGON AREA ISD  
Muskegon, Michigan  
Wesley Special Education Teachers



Employee Benefit Options

Administered by:  
NATIONAL  INSURANCE  
SERVICES  
of Wisconsin, Inc.



**MADISON NATIONAL LIFE INSURANCE COMPANY, INC.**

**Mailing: PO Box 5008, Madison, WI 53705 • Phone: 1-800-356-9601**

**Home Office: 1241 John Q. Hammons Drive, Madison, WI 53717**

**GROUP TERM LIFE INSURANCE  
CERTIFICATE OF INSURANCE**

**PLEASE READ THIS CERTIFICATE CAREFULLY**

This Certificate of Insurance (hereinafter referred to as "Certificate") is evidence of insurance provided under the Group Policy issued to the Group Policyholder (hereinafter referred to as "Policyholder"). This Certificate describes the essential features of such insurance.

Madison National Life Insurance Company, Inc., in performing its obligations under the Group Policy, is acting only as a life insurer with respect to the Group Policy and is not in any way acting as a plan administrator, a plan sponsor or a plan trustee for the purposes of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, or any other federal or state laws.

No coverage under the Group Policy is in effect until approved in writing by Us and issued and delivered to the Policyholder. All terms, conditions and other provisions of the Group Policy are governed by the laws of the state in which the Policyholder is located. All provisions on this and the following pages are part of this Certificate. The Group Policy is on file and available for review at the main office of the Policyholder.

The President and Secretary of Madison National Life Insurance Company, Inc witness this Certificate:



Larry R. Graber  
President



Loan Nisser  
Secretary

**WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

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## SCHEDULE OF BENEFITS

### A. Administrative

- |  |   |
|--|---|
| 1. Policyholder:                           | Schools Insurance Fund Insurance Trust  |
| 1. Employer:                               | MUSKEGON AREA ISD   |
| 2. Plan Number:                            | 10054   |
| 3. Original Plan Effective Date:           | July 1, 2017  |
| 4. Eligible Class:                         | 04 Wesley Special Education Teachers  |
| 5. Minimum Hourly Work Requirement:        | 20 hours per week   |
| 6. Waiting Period for Insurance Coverage:  | None  |
| 7. New Employee Eligibility Date:          | Upon completion of the Waiting Period   |
| 8. Employee Premium Contribution           |   |
| Dependent Basic Insurance:                 | 100% post-tax   |
| Employee Supplemental Insurance:           | 100% post-tax   |
| Dependent Supplemental Insurance:          | 100% post-tax   |
| 9. Participation Requirements              |   |
| Dependent Basic Insurance:                 | None  |
| Employee Supplemental Insurance:           | None  |
| Dependent Supplemental Insurance:          | None  |
| 10. Enrollment Period:                     | One Time 31 Day Open Enrollment Period beginning <u>June 1, 2017</u> (must occur within six months of Plan Effective Date).<br><br>Amounts elected during the One Time 31 Day Open Enrollment Period will become effective on <u>August 1, 2017</u> (cannot be more than two months after the end of the Open Enrollment Period).         |
| 11. Evidence of Insurability Requirements: | Applies to Late Enrollees, Increases in Benefits and Amounts over Guarantee Issue Amounts   |
| 12. Insurance Reduction Schedule           |   |
| Dependent Basic Insurance:                 | No Reductions. Dependent Spouse Basic Life Insurance terminates upon the earlier of the Spouse's attainment of age 70 or the Insured Employee's Retirement. Dependent Child Basic Life Insurance terminates upon the earlier of the Child's attainment of age 19, or age 25 if a full-time student, or the Insured Employee's Retirement. |
| Employee Supplemental Insurance:           | Employee Supplemental Life and AD&D Insurance reduces to 50% upon attainment of age 70 and terminates at Retirement.  |

Dependent Supplemental Insurance:

Spouse Supplemental Life Insurance reduces to 50% upon the Spouse's attainment of age 70 and terminates upon the Insured Employee's Retirement. Child Supplemental Life Insurance terminates upon the earlier of the Child's attainment of age 19, or age 25 if a full-time student, or the Insured Employee's Retirement.

B. Basic Life Insurance

Dependent Spouse Basic Life

Benefit Amount:

Guarantee Issue:

Plan 1

\$2,000

Plan 2

\$5,000

\$2,000 - Amounts elected during the Open Enrollment Period;

\$5,000 - New hires who become eligible after the end of the Open Enrollment Period.

Dependent Child Basic Life

Age: 14 days to 6 months:

Age: 6 months through Limiting Age:

Guarantee Issue:

Plan 1

\$2,000

Plan 2

\$2,500

\$2,000

\$2,500

\$2,000 - Amounts elected during the Open Enrollment Period;

\$2,500 - New hires who become eligible after the end of the Open Enrollment Period.

C. Supplemental Life Insurance

Employee Supplemental Life:

Guarantee Issue:

\$1,000 increments; minimum \$5,000

\$0

An Employee may elect, without Evidence of Insurability, Employee, Spouse and Child Supplemental Life Insurance coverage equal to that which was in force with the prior carrier immediately prior to the effective date of this plan as long as the Employee is Actively at Work on the effective date of this plan.

An Employee who was enrolled in the Survivor Income Benefit with the prior carrier immediately prior to the effective date of this plan may elect, without Evidence of Insurability, up to \$30,000 in Employee Supplemental Life Insurance coverage to replace this benefit. This election must be made within 30 days of the effective date of this plan. Total Employee Supplemental is still limited to the lesser of 5 x Annual Salary or \$300,000.

Maximum Issue:

Lesser of 5 x Annual Salary of \$300,000

Spouse Supplemental Life:

Guarantee Issue:

Lesser of 50% of the Employee's Supplemental Life amount or \$150,000

\$0

Refer to Employee Supplemental Life Guarantee Issue for exceptions.

Child Supplemental Life

Age: 14 days to 6 months:

Lesser of 25% of the Employee's Supplemental Life amount or \$20,000

Age: 6 months through Limiting Age:

Lesser of 25% of the Employee's Supplemental Life amount or \$20,000

Guarantee Issue:

\$0

Refer to Employee Supplemental Life Guarantee Issue for exceptions.

D. Additional Benefits

- |                                     |   |
|-------------------------------------|---|
| 1. Conversion of Insurance Benefit: | Included                                |
| 2. Waiver of Premium Benefit:       | Included for Actively at Work Employees |
| 3. Living Benefit:                  | Included for Actively at Work Employees |
| 4. Portability Benefit:             | Included for Actively at Work Employees |

E. Accidental Death and Dismemberment (AD&D) Insurance

1. Supplemental Accidental Death and Dismemberment (AD&D) Insurance

Employee Supplemental AD&D Insurance:

Matches Employee Supplemental Life amount

Guarantee Issue:

\$0

An Employee may elect, without Evidence of Insurability, Employee Supplemental AD&D Insurance coverage equal to that which was in force with the prior carrier immediately prior to the effective date of this plan as long as the Employee is Actively at Work on the effective date of this plan.

F. Additional AD&D Benefits

- |                       |          |
|-----------------------|----------|
| 1. Seat Belt Benefit: | Included |
|-----------------------|----------|

GTL-C700-0608

## I. DEFINITIONS

**Active Work** and **Actively at Work** are defined in the “Eligibility for Insurance” section.

**Annual Salary:** Your current salary or wage from your Employer for the previous twelve months. Annual Salary does not include extra pay, commissions, bonuses, overtime pay or any other extra compensation.

**Contributory** means that You pay all or a portion of the premium for insurance.

**Disabled** or **Disability** means that as a result of Physical Disease or Injury, you are unable to perform with reasonable continuity a majority of the material duties of any occupation for which you are qualified by education, training and experience, and you are under the Regular Care and Attendance of a Physician.

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

**Eligible Dependent** is defined in the “Eligibility for Insurance” section.

**Eligible Employee** is defined in the “Eligibility for Insurance” section.

**Eligible Retiree** is defined in the “Eligibility for Insurance” section.

**Employee** is defined in the “Eligibility for Insurance” section.

**Employer** means an Employer (including approved affiliates and subsidiaries) participating in the Policyholder Trust to whom We have assigned a Plan Number and issued a Joinder Agreement.

### **Evidence of Insurability**

1. Providing Evidence of Insurability means that a person applying for coverage under the Group Policy must:
  - a) complete and sign Our Evidence of Insurability application and return the original application to Us. The application must be received by Us no later than 60 days from the date of signing; and
  - b) authorize Us to obtain information about the applicant’s health; and
  - c) undergo a physical examination, if required by Us, which may include diagnostic testing; and
  - d) provide any additional information about the applicant’s insurability that We may reasonably require.
2. If any applicant is required to provide Evidence of Insurability, the applicant will be responsible for all costs associated with providing Evidence of Insurability.
3. In each case where Evidence of Insurability is required, We base Our decision whether to approve coverage on the information provided during the underwriting process. If We learn that the information relied on to approve coverage was incorrect, or that relevant information was omitted, We may retroactively rescind coverage and deny claims.

**Group Policy (Policy)** means the group insurance Policy issued by Us to the Policyholder under a specified Plan Number.

**Guarantee Issue** is the amount of coverage provided which is not subject to Evidence of Insurability.

**Hospital** means a legally operated Facility providing full-time medical care and treatment under the direction of a full-time staff of licensed Physicians, but not including rest homes, nursing homes, convalescent homes, homes for the aged and facilities primarily affording custodial, educational, or rehabilitative care.

**Injury:** Bodily Injury due to an Accident which: (1) results directly and independently of disease, bodily infirmity or any other causes; (2) solely, directly and independently of all other causes results in medical expense; (3) occurs after the effective date of the Insured Person’s coverage; and (4) occurs while the Insured Person’s coverage is in force. All Injuries sustained in any one Accident, including all related conditions and recurrent symptoms of these Injuries, are considered a single Injury.



**Insured Person** means an Eligible Employee, Eligible Dependent or Eligible Retiree whose coverage is in effect under the Group Policy

**Joinder Agreement** means the document entered into between the Policyholder and the Employer describing the coverage requested by the Employer with respect to its Employees, which has been approved by Us and assigned a Plan Number.

**Late Enrollee** means an Employee or Dependent who applies for coverage under the Group Policy more than 31 days after becoming an Eligible Employee or Eligible Dependent.

**Limiting Age** means the Child age(s) shown in the definition of Child in the Eligibility for Insurance section.

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

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

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

For the purpose of this Group Policy, Physician will not include the Insured Person's Spouse, parent, brother, sister, or Child, including these members of a Spouse's family.

**Plan Effective Date** means the date on which the Group Policy, with respect to the Employer, becomes effective.

**Plan Number** means the number used by Us to reference an Employer and the terms of coverage specified under the Group Policy and Joinder Agreement.

**Prior Plan** means the Employer's group life insurance plan in effect on the day immediately preceding the Plan Effective Date.

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

**Regular Care and Attendance** means observation and treatment by a Physician as required by current standards of medicine for the Injury or Physical Disease causing a Disability, but in any event not less than one such observation per year.

**Retire and Retirement Date** means the earlier of:

1. the date You Retire as such term is defined by Your Employer;
2. the date You receive or become eligible to receive, as defined by the Employer, retirement benefits under any pension plan to which the Employer contributes,
3. or the date You receive or become eligible to receive retirement benefits under, and as defined by, any state or federal retirement plan or under the Social Security Act or Railroad Retirement Act.
4. the date You reach the age defined in the "Schedule of Benefits".

**You and Your** means the Eligible Employee.

**Waiting Period for Insurance Coverage** is defined in the "Eligibility for Insurance" and "Schedule of Benefits".

**We, Us and Our** means Madison National Life Insurance Company, Inc.

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## II. ELIGIBILITY FOR INSURANCE

### A. Employee Life Insurance Eligibility.

1. Employee Supplemental Life Insurance. To be eligible for Employee Supplemental Life Insurance under the Group Policy, an applicant must be an Eligible Employee and satisfy the additional eligibility requirements, if any, as listed herein.
  - a) You must be an **Eligible Employee**.
    - (1) Employee means an individual who works for the Employer as a member of an Eligible Class and who is reported on the Employer's records for Social Security and tax withholding purposes.
  - b) You must be a citizen or legal resident of the United States of America or one of its territories.
  - c) You must be Actively at Work and capable of sustained Active Work.
    - (1) **Active Work** and **Actively at Work** mean working at Your Employer's usual place of business, and satisfying the Minimum Hourly Work Requirement. Actively at Work will include regularly scheduled days off, holidays, or vacation days, so long as You are capable of sustained Active Work on those days.
    - (2) Minimum Hourly Work Requirement means the work hours over a specified time period that are required of You by Your Employer in order to be eligible for coverage. Your Minimum Hourly Work Requirement is specified in the "Schedule of Benefits".
    - (3) The Active Work requirement is waived during the time You are approved for benefits under the "Waiver of Premium Benefit" section.
  - d) You must have satisfied Your Waiting Period for Insurance Coverage.
    - (1) Waiting Period means the period of time that You must be Actively at Work as an Employee for Your coverage to become effective. Your Waiting Period is specified in the "Schedule of Benefits".
  - e) You cannot be a member of more than one Eligible Class.
  - f) You cannot be a part-time Eligible Employee, temporary or seasonal Eligible Employee, full-time member of the armed forces of any country, leased Eligible Employee, or independent contractor.

### B. Dependent Life Insurance Eligibility.

1. The Employee applying for Dependent Life Insurance must be an Eligible Employee insured under the Group Policy and a member of a class that provides for Dependent Life coverage under the Group Policy.
2. To become eligible for Dependent Life Insurance under the Group Policy, an Eligible Dependent applicant must meet one of the following definitions:
  - a) **Dependent** means Your Spouse or Child who is not in a Period of Limited Activity. Dependent does not include a person who is a full-time member of the armed forces of any country. No person may be considered a Dependent of more than one Eligible Employee. No person can be covered under the Policy as an Employee and as a Dependent.
    - (1) **Period of Limited Activity** means any period of time during which a person is confined in a Hospital or nursing facility or if not confined, unable to carry on the regular and usual activities of a healthy person of the same age and sex.
  - b) **Spouse** means a person to whom You are legally married and from whom You are not legally separated.
  - c) **Child** means Your unmarried Child until age 19 or age 25 if a full-time student. Full-time student means a registered student in full-time attendance at an accredited educational institution, including

vocational training. Child includes a stepchild or legal ward, a Child placed in the home for adoption and/or a legally adopted Child.

d) **Disabled Child** means Your unmarried adult Child who is, on and after the date on which insurance would end because of the Child's age, continuously incapable of self-sustaining employment because of mental or physical handicap; and chiefly dependent upon You for support and maintenance, or institutionalized because of mental or physical handicap. You must provide proof of Your Disabled Child's status within 31 days after the date on which insurance would otherwise end because of the Child's age. Thereafter, We may require further proof of Your Disabled Child's status, but not more often than annually. Costs associated with such proof will be Your responsibility.

3. **Dependent Supplemental Life:** To be eligible for Dependent Supplemental Life Insurance under the Group Policy, an applicant must be an Eligible Dependent and satisfy the additional eligibility requirements, if any, listed in the "Schedule of Benefits".

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### III. BECOMING INSURED

A. To become an Insured Person under the Group Policy, an applicant must meet the following requirements as each may apply:

1. If Evidence of Insurability is required, the applicant must provide such Evidence of Insurability and be approved for coverage by Us. The "Schedule of Benefits" specifies when Evidence of Insurability is required.
2. If the insurance is Contributory insurance, the applicant must apply in writing and remit the required premiums.

B. **Effective Dates**

1. **Employee's Initial Enrollment**

- a. Noncontributory insurance not subject to Evidence of Insurability or which is subject to Evidence of Insurability and has been approved by Us, becomes effective on the date You become an Eligible Employee, or as specified by your Employer. However, if You initially waive participation in such coverage and then later wish to participate, applications for Noncontributory insurance will be subject to Evidence of Insurability and will become effective as shown below.
- b. Contributory insurance subject to Evidence of Insurability, and Late Enrollee applications for coverage, become effective on the first day of the month immediately following the month in which the Evidence of Insurability is approved by Us, except that if such approval occurs on the first day of a month, such coverage becomes effective on that day.
- c. Contributory insurance not subject to Evidence of Insurability, if You apply prior to, or within 31 calendar days commencing on, the date You become an Eligible Employee, Contributory insurance not subject to Evidence of Insurability becomes effective on the date You become an Eligible Employee. If You do not apply for Contributory insurance prior to, or within 31 days of becoming an Eligible Employee and subsequently wish to obtain such coverage, Evidence of Insurability will be required and Your coverage will become effective as provided in subsection b above.

2. **Increases in Insurance**

- a. **Evidence of Insurability Required.** An increase of insurance that is subject to Evidence of Insurability becomes effective on the first day of the month immediately following the month in which the Evidence of Insurability is approved by Us, except that if such approval occurs on the first day of a month, such coverage becomes effective on that day.
- b. **Evidence of Insurability Not Required.** An increase of insurance that is not subject to Evidence of Insurability becomes effective as follows:
  - 1) Based on change in Your classification, age or earnings on the date of such change ;
  - 2) Addition of a Dependent: on the date the Dependent becomes an Eligible Dependent, if You apply within 31 days of such date. Applicant will be treated as a Late Enrollee if application is not made timely. However, while Your Dependent Life Insurance is in effect, each new Dependent becomes insured immediately.

3. **Decreases in Insurance**

- a. A decrease in life insurance based on a change in Your classification, earnings, age or Your Dependent's age, becomes effective on the date of the change.
- b. Any other decrease in insurance becomes effective on the first day of the calendar month following the date Your Employer receives Your written request for the decrease, except that if such event occurs on the first day of a month, the decrease in coverage becomes effective on that day.
4. Delayed Effective Date. If You are incapable of sustained Active Work due to Injury or Physical Disease on the day before the scheduled effective date of Your insurance or the effective date of a change in Your insurance, such insurance will not become effective until the day after You are capable of sustained Active Work and complete one day of Active Work as an Eligible Employee.
5. If Your coverage ends, You may become covered again, subject to the following:
  - a. If Your coverage ends because You fail to make the required contribution while on an approved Family Medical Leave of absence, and then You return to Active Work and enroll for coverage within 31 days of the earlier of a) the end of the period of leave You and Your Employer agreed upon, or b) the end of the 12-week period following the date Your leave began, then the Waiting Period will be waived. Coverage is limited to what You had in effect prior to coverage ending or the coverage that is now available for Your Class, as determined by Us.
  - b. In all other cases, if Your coverage ends because You fail to make the required contribution, You must provide Evidence of Insurability to become covered again.
  - c. In no event will insurance coverage be retroactive.
  - d. If You cease to be an Eligible Employee and coverage ends, and then You return to Active Work with the Employer again within 3 months, the Waiting Period will be waived on the first day of Your return to Active Work.

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#### **IV. WHEN COVERAGE ENDS**

- A. Except as otherwise provided for under this Certificate, coverage will cease on the earliest of the following to occur:
  1. the date the Group Policy terminates or the date Your Employer's coverage under the Group Policy terminates;
  2. the date You cease to be an Eligible Employee;
  3. if premium is not paid when required, the last day of the period for which premium was paid;
  4. the date You become eligible for coverage as an employee under another group term life insurance policy;
  5. if You are a contract Eligible Employee not returning to work as an Eligible Employee the next contract year, the earlier of the following:
    - a) the date You become employed with another employer;
    - b) Your Retirement Date, unless You become insured for Retiree Life Insurance under the Group Policy;
    - c) expiration of the current contract year;
  6. Your Retirement Date, unless You become insured for Retiree Life Insurance under the Group Policy.
  7. for Dependent coverage, the date a Dependent is no longer eligible for Dependent coverage.
  8. for AD&D coverage, the earlier of the date Your corresponding life insurance ends, the date you are no longer Actively at Work, the date Your Waiver of Premium Benefit begins or Your Retirement Date.
- B. Approved FMLA Leave of Absence – Contributory or Noncontributory Coverage
  1. With regard to the Federal Family and Medical Leave Act (FMLA) of 1993, as amended, the Employer and Employee must be eligible for FMLA in order to receive it. If You are on an approved FMLA leave, coverage will continue until the later of the leave period required by FMLA or the leave period required by applicable state law, provided that :
    - a) We receive written notice in advance of a leave approved by the Employer which includes the beginning and ending dates of the leave; and
    - b) FMLA leaves of absence and the right to continue coverage during FMLA leaves are available to all Employees in the same Eligible Class under the Group Policy; and

c) the Employer remits the required premium for coverage.

C. Termination or Amendment of the Group Policy and Employer Coverage

1. The Group Policy may be terminated, changed or amended in whole or in part by Us or the Policyholder according to the terms of the Group Policy. Any such change or amendment may apply to current or future Employers and eligible persons covered under the Group Policy or to any separate classes or categories thereof. An Employer's coverage under the Group Policy may be terminated, changed or amended in whole or in part by Us or the Employer according to the terms of the Group Policy.
2. We may change the Group Policy and any Employer's coverage under the Group Policy in whole or in part: (i) when any change or clarification in law or governmental regulation affects Our obligations under the Group Policy, or (ii) with the Policyholder's or Employer's consent.
3. We may terminate an Employer's coverage on any premium due date by giving the Employer not less than 60 days advance notice. An Employer may terminate coverage under the Group Policy in whole, and may terminate insurance for any class or group of eligible persons, at any time by giving Us advanced written notice at least 60 days prior to such termination. Insurance will terminate automatically for nonpayment of premium.
4. Benefits are limited to the terms of Your Employer's coverage under the Group Policy, including any valid amendments. No change or amendment of Your Employer's coverage under the Group Policy will be valid unless it is approved in writing by one of Our executive officers and delivered to Your Employer. The Policyholder, Your Employer and their Eligible Employees or representatives have no right or authority to change or amend the Group Policy or Your Employer's coverage under the Group Policy or to waive any terms or provisions thereof without Our signed, written approval.

GTL-C800-0608

V. LIFE INSURANCE - WAIVER OF PREMIUM BENEFIT

A. Waiver of Premium Definitions

1. **Elimination Period** means the period of 9 months beginning on the date You become Disabled.
2. **Life Insurance** under this Waiver of Premium Benefit means all of the Life Insurance, as listed in the Schedule of Benefits, in force under the Group Policy on the day before the day You become Disabled.
3. **Proof of Disability** means documented clinical findings that prove that You are Disabled.

B. Waiver of Premium does not apply to AD&D Insurance.

C. Your Life Insurance will be continued as provided for under this section without payment of premium, if all of the following conditions are met:

1. You become Disabled prior to age 60 while insured under the Group Policy;
2. You remain Disabled without interruption for the duration of the Elimination Period;
3. You provide Us with written notice of Your Disability within 30 days after the end of Your Elimination Period;
4. You provide Us with satisfactory written Proof of Disability within 3 months from the last day of the Elimination Period;
5. Your claim is approved by Us.

D. When the Waiver of Premium Benefit Begins. If You qualify and are approved for the Waiver of Premium Benefit, Your premium will be waived beginning on the first day of the month immediately following the end of Your Elimination Period.

E. When Waiver of Premium Ends. Waiver of Premium ends on the earliest to occur of the following:

1. The date You cease to be Disabled;
2. The 91<sup>st</sup> day following the date We mail to You a request for additional Proof of Disability with which You fail to comply;

3. The date You refuse to submit to a medical examination or to cooperate with Our chosen health care provider;
4. The date You refuse to submit to or undergo vocational rehabilitation (which determines employment opportunities, if any, for individuals with disabilities);
5. The date at which You've resided outside of the United States of America, or one of its territories during any 6 consecutive months for which premium had been waived;
6. The effective date of an individual life insurance policy issued to You under the "Life Insurance Conversion Benefit" section.
7. The premium due date immediately prior to Your 65th birthday.

F. Premiums

1. Premium payment must continue until the later of the end of Your Elimination Period or the date Your claim for the Waiver of Premium Benefit is approved by Us.
2. If Your Waiver of Premium benefit terminates because You cease to be Disabled or You fail to submit to a medical exam or cooperate with the examiner, for coverage to continue, You must be an Eligible Employee and premiums must resume on the next premium due date, or You must continue coverage as provided for under the "Life Insurance Conversion Benefit" section.

G. Amount of Insurance

1. The amount of Life Insurance continued under the Waiver of Premium Benefit is the amount in effect on the day before You became Disabled, if you were Actively at Work.
2. Insurance will be reduced or terminated according to the Group Policy provisions in effect on the day before You became Disabled.
3. Your Life Insurance amount will not increase while Your Life Insurance premiums are being waived.

H. We will not waive premiums if Your Disability results from intentionally self-inflicted Injuries or Physical Diseases, while sane or insane, or from Your voluntary participation in an illegal activity.

I. If You die during the Elimination Period and are otherwise eligible for the Waiver of Premium Benefit, the Elimination Period will not apply.

J. We may require further Proof of Disability in intervals that are reasonable based on Your type of Disability.

K. Investigation Of Claim

With respect to benefits that are claimed during an Insured Person's lifetime, We may require him or her to undergo examination at reasonable intervals, at Our expense. Any such examinations will be conducted by appropriate Physician of Our choice. We may deny or suspend benefits if You fail to attend an examination, or do not give full effort and cooperation to the examiner.

GTL-C900-0608

## VI. LIFE INSURANCE - LIVING BENEFIT

**Terminally Ill** and **Terminal Illness** mean a medical condition that is expected to result in Your death within 12 months.

A. If You become Terminally Ill while covered for life insurance under the Group Policy You may elect to receive the Living Benefit as provided for under this section.

B. The Living Benefit will be an amount equal to 50% of Your Employee Supplemental Life Insurance in effect on the date Your election is made, subject to a minimum of \$2,500 and a maximum of \$250,000. The amount payable will be equal to the Living Benefit less applicable amounts, if any, charged for an investment loss (interest) and administrative fees.

C. The payment will be made in one lump sum to You or to the payee You appropriately assign.

- D. The Living Benefit will not be available if:
1. You have any portion of any Life Insurance or ownership rights thereof absolutely or irrevocably assigned or transferred;
  2. You have made an irrevocable beneficiary designation;
  3. the insurance proceeds are subject to a court order under a divorce decree, separate maintenance agreement or property settlement agreement;
  4. You have filed for bankruptcy, unless You give Us written approval from the bankruptcy court for payment of the Living Benefit;
- E. No payment will be made under this election unless and until We receive and approve of all of the following:
1. Your signed and notarized election of this option on a form furnished by Us;
  2. signed and witnessed written statements of all irrevocable beneficiaries and assignees (and Spouse in marital property states) consenting to Your election of this option; and
  3. satisfactory written proof from a Physician other than Yourself or a member of Your or Your Spouse's immediate family that You have been diagnosed as being Terminally Ill and that You are of sound mind and under no constraint or undue influence.
- F. We may require a second opinion and examination of Your condition at Our own expense by a Physician of Our choice.
- G. Payment of the Living Benefit will reduce correspondingly the face amount of Your life insurance benefits under the Group Policy. This will result in reduced life insurance proceeds payable to Your beneficiary at Your death. Furthermore, any amount of insurance that would otherwise be continued will be reduced proportionately, as will the maximum face amount available under the "Life Insurance Conversion Benefit" section.
- H. Premium payments must continue to be paid for Your life insurance unless You qualify to have Your life insurance premium waived. The premium due will be based on the amount of insurance remaining in force after deducting the amount of the Living Benefit.
- I. Payment of the Living Benefit will not affect the amount of, or change an existing beneficiary designation for, the AD&D Benefit, if any, in effect and kept in force under the Group Policy.
- J. Your election together with Our payment of the Living Benefit constitute a valid and effective beneficiary designation change, but only with respect to the specified life insurance benefits, and only to the extent affected by the Living Benefit payment, and applicable interest and fees, if any, charged thereon.
- K. Payment of the Living Benefit will be exempt from the claims of creditors and from legal process to the extent permitted by law.
- L. All other provisions of the Group Policy, including the effective date provisions of any benefit increases and the provisions on benefit reductions because of amendments to the plan or benefit classification changes or Your attained age, remain valid and in effect. Any such life insurance benefit reduction will be calculated based on Your life insurance amount in effect immediately before the Living Benefit payment.
- M. You are responsible for any tax consequences related to this benefit.

GTL-C1000-0608

## **VII. LIFE INSURANCE CONVERSION BENEFIT**

- A. When Coverage Ends.
1. If an Insured Person's coverage under the Policy ends, the Insured Person may, as described below, apply for Our individual life insurance policy without submitting Evidence of Insurability.

- a. The Insured Person must complete an application, pay the first premium, and send them to Us within the 31-day period immediately following the date coverage ends under the Policy (the Conversion Period).
  - b. The individual policy will become effective on the first day following the date coverage under the Policy ends.
  - c. The Insured Person may convert all or part of the amount of life insurance benefit, as shown in the “Schedule of Benefits”.
2. If an Insured Person has been insured under the Policy for at least five years and is no longer eligible due to cancellation of the Policy or cancellation of the class of insureds in which the Employee belonged, an Insured Person may convert the lesser of: (1) \$10,000 or (2) all or part of the amount for which the Insured Person is no longer eligible for under the Policy.

**B. Premiums.**

1. Premiums for such individual life policy will be based on: (1) Our usual rate for the amount and type of individual policy; (2) the Insured Person’s class of risk; and (3) the Insured Person’s attained age.
2. If an Insured Person dies during the Conversion Period, the maximum amount of life insurance to which he or she would have been entitled to under such individual policy shall be payable as a claim under the Group Policy, whether or not application for the individual policy or the payment of the first premium has been made.
3. The rights or benefits granted under this provision are in lieu of any other rights or benefits granted under the Group Policy.

GTL-C1300-0608

## **VIII. LIFE INSURANCE PORTABILITY BENEFIT**

**A. Schedule of Portable Coverage.**

1. Portable Coverage is available for the following types of insurance You have in effect on the last day of Your employment with the Employer:
  - a. Employee Supplemental Life Insurance.

**B. When Coverage Ends.** If Your life insurance coverage under the Group Policy ends because Your employment with the Employer terminates, You may be eligible to purchase portable group life insurance without submitting Evidence of Insurability. You may purchase all or some of Your life insurance in force at the time Your employment ends, but not less than a minimum of \$10,000.

**C. Eligibility.** To be eligible for Portable Coverage, You must meet the following requirements on Your last day of employment with the Employer:

1. You must be an Insured Person and have been insured under the Group Policy for at least 12 consecutive months ending on Your last day of employment with the Employer;
2. You must be under the Age of 65;
3. You cannot be Disabled;
4. You cannot be covered under any other group term life insurance plan.

**D. Application and Premium Payment**

1. You must apply in writing and pay the first premium within 31 days after Your last day of employment with the Employer.
2. Premium checks are payable to Madison National Life Insurance Company, Inc., and must be made directly to Us in a timely manner as specified by Us at the time coverage is ported.
3. The initial premium will be based on the Portability Pool Age Rates Table in effect on the date employment terminates. An administration fee will apply, for which you will be billed separately. Subsequent premiums will be based on the then current Portability Pool Age Rates Table.

**E. Effective Date of Portable Coverage.** Provided the above requirements are met, Portable Coverage will become effective the first day immediately following Your last day of coverage through the Employer.



- F. The following Benefits/Sections are Excluded from being portable under this Section:
1. Any coverages not specifically listed under the “Schedule of Portable Coverage” subsection above
  2. Waiver of Premium;
  3. Living Benefit.
- G. Other Portability Terms and Requirements.
1. You are not eligible for Portable Coverage under this provision if you converted any part of your life insurance benefit to an individual life insurance policy under the Life Insurance Conversion Benefit.
  2. You may reduce Your amount of Portable Coverage at any time by providing Us with a written request. Such a reduction will be effective on the first day of the month following the month in which the request was received. You may not increase Your Portable Coverage.
  3. If You do not complete and submit a new beneficiary designation form with Your application for Portable Coverage, Your beneficiary designation on file under the Group Policy will apply to Your Portable Coverage.
  4. Your Portable Coverage will terminate on the earliest of the following to occur:
    - a. Your attainment of age 65;
    - b. 24 months from the effective date of the portable coverage;
    - c. if premium is not paid when required, the last day of the period for which premium was paid;
    - d. on the date You enter the armed forces of any country or international authority on a full-time basis;
    - e. The date you become covered under any other group term life insurance plan;
    - f. The date coverage would otherwise have ended if you had remained an active employee;
    - g. The date the Policy terminates;
    - h. The date the Employer’s coverage under the Policy terminates.
  5. Your Portable Coverage is governed by all other terms of the Group Policy.

GTL-C1500-0608

## IX. ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

- A. If an Insured Person has an Accident while insured for Accidental Death and Dismemberment (AD&D) Insurance and the Accident results in a Loss (as defined below), We will pay benefits according to the terms of the Group Policy after We receive Proof of Loss.
- B. Eligibility. An Insured Person must be a member of a class that is eligible for AD&D coverage under the Group Policy as specified in the “Schedule of Benefits”.
- C. Definitions for AD&D Insurance
1. **Loss** means Loss of one or more of the body parts or bodily functions listed under “AD&D Benefit” below, or as otherwise provided for under this “Accidental Death and Dismemberment Insurance” section, which:
    - a. is caused solely and directly by an Accident;
    - b. occurs independently of all other causes;
    - c. occurs within 90 days after the Accident; and
    - d. while the Insured Person is covered under the Group Policy.
  2. **Accident:** A sudden, unexpected and unforeseen, identifiable event causing bodily Injury, directly produced by specific accidental contact with another body or object. The Accident must occur while You are covered under the Group Policy.
  3. With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint.
  4. With respect to sight, speech or hearing, Loss means entire and irrecoverable Loss of that function.
- D. **AD&D Benefit.** The AD&D Benefit is equal to a percentage of the AD&D Insurance Amount in effect on the date of the Accident, subject to the AD&D Reduction Schedule provision set forth in the “Schedule of Benefits”. The AD&D Insurance Amount is shown in the “Schedule of Benefits”. The percentage is shown below.

<u>Covered Losses:</u>	<u>Maximum Amount Payable</u>
Loss of Life .....	100%
Loss of both Hands or both Feet .....	100%
Loss of one Hand and one Foot.....	100%
Loss of Entire Sight of both Eyes .....	100%
Loss of one Hand or one Foot and Entire Sight of one Eye.....	100%
Loss of Speech and Hearing.....	100%
Loss of one Hand or one Foot.....	50%
Loss of Entire Sight in one Eye.....	50%
Loss of Thumb and Index Finger of the same Hand.....	25%

E. Unless otherwise specified, no more than 100% of the applicable AD&D Insurance Amount will be paid for all Losses resulting from one Accident. If an age reduction applies, the benefit reduces on the date You attain that age.

GTL-C1600-0608

F. Additional AD&D Benefits

1. Seat Belt Benefit.

**Seat Belt** means a properly installed Seat Belt, lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration.

**Automobile** means a motor vehicle licensed for use on public highways

- a. We will pay a Seat Belt Benefit if:
  - 1) an Insured Person who is covered by the Seat Belt Benefit dies as a result of an Automobile Accident for which an AD&D Benefit is payable; and
  - 2) such Insured Person was wearing a Seat Belt at the time of the Accident, as evidenced by a police accident report.
- b. We will not pay a Seat Belt Benefit with respect to an Insured Person if the Automobile Accident:
  - 1) occurs when the Automobile driven by such Insured Person is being used for racing, stunting or exhibition work;
  - 2) occurs when such Insured Person is in violation of any traffic laws of the jurisdiction in which the Automobile is being operated; or
  - 3) occurs while such Insured Person is driving legally intoxicated as defined by the laws of the jurisdiction in which the vehicle was being operated.
- c. Amount of Benefit. The Seat Belt Benefit is paid in addition to the AD&D Benefit paid because of the Insured Person's accidental death and equals the lesser of the following:
  - 1) \$5,000; or
  - 2) 100% of the applicable AD&D Insurance Amount.

GTL-C1700-0608

G. AD&D Insurance Exclusions. No AD&D Benefit is payable if the Loss is caused or contributed to by any of the following:

1. War or Act of War. War means a state or period of declared or undeclared war whether civil or international, or any substantial armed conflict with organized forces of a military nature between nations, states or parties;
2. Suicide, attempted suicide or other intentionally self-inflicted Injury, while sane or insane;
3. Committing or attempting to commit a felony or assault, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing Your official duties;
4. Any Injury sustained while under the voluntary use or consumption of any poison, illegal drugs, or controlled substance, unless used or consumed according to the directions of a Physician;
5. Physical Disease existing at the time of the Accident;
6. Medical negligence and malpractice;
7. Bacterial infections (except due to accidental food poisoning or caused by an accidental wound);

8. Any Injury sustained which is probable, expected or a natural result of being legally intoxicated as defined by the laws of the jurisdiction in which the Injury is sustained;
9. Any Loss incurred for which any government body or its agencies are liable while the insured is on active duty or training in the Armed Forces, National Guard or Reserves, of any state or country;
10. Any Loss incurred while operating, riding in or descending from any aircraft, except as a fare-paying passenger on a commercial aircraft.

GTL-C2100-0608

## X. CLAIMS PROVISIONS

### A. Filing A Claim

1. To file a claim for benefits under this Certificate, the claimant (depending on the benefit the claimant could be an Insured Person, a beneficiary or personal representative of an Insured Person) must provide Us with Proof of Loss in a timely manner. Or, upon receipt of written notice of claim, We will send the claimant a Claim Form for filing Proof of Loss. If the claimant does not receive such forms within 15 days after the giving of such notice, the claimant can send us, without the Claim Form, the written proof covering the occurrence.
2. Proof of Loss.
  - a. Proof of Loss must be provided in writing to Us, at the claimant's expense, within 90 days after the date of the loss if reasonably possible. If that is not reasonably possible, Proof of Loss must be provided no later than one year after expiration of that 90-day period, or the claim will be denied. The time limits under this section shall not apply while the claimant lacks legal capacity.
  - b. **Proof of Loss** means satisfactory written proof that a loss occurred for which the Group Policy provides benefits, which is not subject to any exclusion, and which meets all other conditions for benefits. Proof of Loss includes any other information We may reasonably require in support of a claim for benefits under the Group Policy.

### B. Notice of Decision on Claim

1. We will evaluate a claim for benefits promptly after We receive it. Within 30 days after We receive the claim We will send the claimant:
  - a. a written decision on the claim; or
  - b. a notice that We are extending the period to decide the claim for an additional 45 days.
2. If the claim is approved, We will pay benefits within 30 days after the Proof of Loss requirement is satisfied.
3. If We extend the period to decide the claim, We will notify the claimant of the following:
  - a. the reasons for the extension;
  - b. when We expect to decide the claim; and
  - c. any additional information We require to decide the claim.
4. If We request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, We may decide the claim based on the information We have received.
5. If We deny any part of the claim, We will send the claimant a written notice of denial containing:
  - a. the reasons for Our decision;
  - b. reference to the parts of the Group Policy on which Our decision is based;
  - c. a description of any additional information required to support the claim;
  - d. information concerning the claimant's right to a review of Our decision.

### C. Payment of Claims.

Upon receipt of proper Proof of Loss, benefits will be paid within 30 days. If any claims payment interest accrues, interest will be paid in the amount determined by the State in which the claims are incurred.

Death Claims: If an Insured Person dies while insured for life insurance under the Group Policy, We will pay benefits according to the "Schedule of Benefits", after We receive Proof of Loss, as follows.

1. The death benefit will be paid in a single sum or by any other method agreeable to Us and the beneficiary. Payment of the benefit will extinguish Our liability under the Group Policy for which the death benefit has been paid.
2. No Surviving Beneficiary. If You do not name a beneficiary, or if You are not survived by any named beneficiary, benefits will be paid to Your estate.
3. Dependent Benefits. Dependent Life Insurance benefits that are payable, but unpaid at the Insured Person's death, will be paid in equal shares to the first surviving class of the following, if the Eligible Employee is dead:
  - a. The children of the Dependent.
  - b. The parents of the Dependent.
  - c. The Insured Person's estate.

The following Dependent benefits, payable under the Group Policy, will be paid to the Eligible Employee if he or she is living:

- a. AD&D Insurance benefits;
  - b. Life Insurance benefits;
  - c. Supplemental Life Insurance benefits payable because of the death of Your insured Spouse or Child;
  - d. Living Benefit.
4. Facility of Payment. If the benefits provided by the Group Policy are payable to the Insured Person's estate or to a beneficiary who is a minor or otherwise not legally competent to give a valid release, We may pay up to \$500 to any person related to the Insured Person by blood or marriage. Any payment made in good faith will fully release Us to the limit of the payment. If a beneficiary is a minor, or is not able to give a valid release for any payment of benefits made, We will pay the life proceeds to the legally appointed guardian. The guardian must provide Us with adequate written proof of such appointment. This provision does not prevent Us from making payment to or for the benefit of a minor beneficiary in accordance with the applicable state law. Payment made before We have received written notice at Our home office of a valid claim by some other person releases Us from further obligation.

#### D. Review Procedure.

1. If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing within 60 days after receiving notice of the denial.
2. The claimant may send Us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.
3. We will review the claim promptly after We receive the request. Within 60 days after We receive the request for review We will send the claimant:
  - a. a written decision on review; or
  - b. a notice that We are extending the review period for 60 days. If the extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.
4. If We extend the review period, We will notify the claimant of the following:
  - a. the reasons for the extension;
  - b. when We expect to decide the claim on review; and
  - c. any additional information We require to decide the claim.
5. If We request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, We may conclude Our review of the claim based on the information We have received.
6. If We deny any part of the claim on review, the claimant will receive a written notice of denial containing:
  - a. the reasons for Our decision.
  - b. references to the provisions of the Group Policy on which Our decision is based.
  - c. information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.

7. The Group Policy does not provide voluntary alternative dispute resolution options.

GTL-C2200-0608

## **XI. GENERAL PROVISIONS**

### **A. Naming a Beneficiary.**

1. At the time You became insured under the Group Policy, You should have named a beneficiary of the proceeds of Your life insurance on the enrollment form.
2. You may have named primary beneficiaries and secondary beneficiaries. A secondary beneficiary will become a primary beneficiary if the named primary beneficiary is not living at the time of Your death. Two or more surviving primary beneficiaries will share equally, unless You specify otherwise.
3. AD&D Insurance death benefits will be distributed according to the beneficiary designation of Your corresponding life insurance.
4. You may change Your beneficiary designation at any time, subject to the following:
  - a) The designation must be made in writing on a form suitable to Us;
  - b) The designation must be dated and signed by You (and by your Spouse where required by law);
  - c) The designation must relate and refer to the insurance provided under the Group Policy;
  - d) If applicable, We must have the written consent of all irrevocable beneficiaries;
  - e) You must not have assigned the ownership of Your insurance.
5. When a valid change of beneficiary is received by Us, the change will relate back to and take effect as of the date it was signed. This is the case whether You are alive or not when We receive the request. Even though the change of beneficiary will relate back to the date it was signed, it will be without prejudice to Us on account of any payment We have already made.
6. If We approve it, a written designation signed and dated by You under the Prior Plan will be accepted as Your beneficiary designation under the Group Policy.

### **B. Simultaneous Death Provision.**

If a beneficiary dies on the same day You die, or within 120 hours from Your time of death, benefits will be paid as if that beneficiary had died before You, unless Proof of Loss with respect to Your death is delivered to Us before the date of the beneficiary's death.

### **C. Entire Contract, Changes**

1. This Certificate, including the Enrollment Form, Group Policy and any Riders, Amendment or attached papers, if any, constitutes the entire contract of Insurance. No change in this Certificate shall be valid until approved by an executive officer of Our company and unless such approval is endorsed hereon or attached hereto. No agent has authority to change this Certificate or waive any of its provisions.
2. Except for those functions which the Group Policy specifically reserves to the Policyholder or Employer, We have authority to control, manage, and interpret the Group Policy, to administer claims and to resolve all questions arising in the administration, interpretation and application of the Group Policy.
3. Our authority includes, but is not limited to the following:
  - a) the right to resolve all matters when a review has been requested;
  - b) the right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
  - c) the right to determine eligibility for insurance, entitlement to benefits, the amount of benefits payable and the sufficiency and the amount of information We may reasonably require to make determinations.

D. Incontestability of Insurance

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

E. Incontestability of the Group Policy or Employer Coverage under the Group Policy

1. No misrepresentation by the Policyholder or Your Employer will be used as a basis for denying a claim, or for denying the validity of the Group Policy or Your Employer's coverage under the Group Policy unless:
  - a) the Group Policy would not have been issued or Your Employer's coverage under the Group Policy would not have been approved if We had known the truth; and
  - b) We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.
2. The validity of Your Employer's coverage under the Group Policy will not be contested after it has been in force for 2 years, except for nonpayment of premium or fraudulent misrepresentations.

F. Clerical Error

1. Clerical error by Us, the Policyholder, Your Employer, or their respective Eligible Employees or representatives will not:
  - a) cause a person to become insured under the Group Policy or a provision of it.
  - b) invalidate insurance otherwise validly in force.
  - c) continue insurance otherwise validly terminated.
  - d) cause an Employer to obtain coverage under the Group Policy or a provision of it.
2. In the event that a clerical error results in an incorrect rate, We reserve the right to adjust the rate accordingly.
3. The payment of premium, by itself, will not obligate Us to provide benefits to anyone who is not eligible for coverage under the Group Policy.
4. Your Employer acts on its own behalf as Your agent, and not as Our agent. Your Employer has no authority to alter, expand or extend Our liability or to waive, modify or compromise any defense or right We may have under the Group Policy.

G. Misstatement

1. Age or Gender  
If the age or gender, or both, of a person has been misstated, We will make an equitable adjustment of premiums, benefits or both. The adjustment will be based on:
  - a) the amount of insurance based on the correct age and gender; and
  - b) the difference between the premiums paid and the premiums which would have been paid if the age and gender had been correctly stated.
2. A legal action may not be brought to recover on this Certificate within 60 days after written Proof of Loss has been given as required. No such action may be brought after 3 years from the time written proof was required to be given.

H. Assignment

An Insured may not assign any of his or her rights, privileges or benefits under the Group Policy, unless approved by Us.

I. Conformity With State Laws

If any provision of this Certificate is contrary to any law to which it is subject, such provision is hereby amended to conform to the minimum requirements of such law.

GTL-C2300-0608

**MADISON NATIONAL LIFE INSURANCE COMPANY, INC.**

1241 John Q. Hammons Drive · Madison, WI 53717

**GROUP SHORT TERM DISABILITY INSURANCE  
CERTIFICATE OF COVERAGE**

Policyowner: Trustee of Schools Insurance Fund Insurance Trust

The Group Policy has been issued to the Policyowner. No coverage under the Group Policy is in effect until approved in writing by Madison National Life Insurance Company, Inc.

The Employer must apply for group short term disability insurance coverage under the Group Policy and join the Policyowner by submitting a completed Joinder Agreement and agreeing to pay premiums. The Group Policy contains numerous optional and variable provisions. The options and variables we have approved for the Employer's coverage under the Group Policy are contained in the Joinder Agreement and the Certificate(s) of Coverage. Only those provisions of the Group Policy which appear in the Joinder Agreement and the Certificate(s) of Coverage will apply to the Employer's coverage under the Group Policy. All provisions on this and the following pages are part of the Certificate of Coverage.

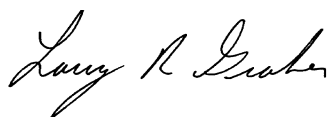
The Group Policy is on file and available for review at the main office of the Policyholder. The Certificate summarizes and explains the parts of the Group Policy that apply to you. This certificate is not an insurance policy. In the event of any conflict between the Group Policy and the Certificate, the Group Policy will control.

This Certificate replaces any other Certificates previously provided to you under the Group Policy.

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

**MADISON NATIONAL LIFE INSURANCE COMPANY, INC.**

By



Larry R. Graber  
President



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## SCHEDULE OF BENEFITS

Employer(s): MUSKEGON AREA ISD  
 Plan Number: 10254  
 Original Plan Effective Date: July 1, 2017 (Revised August 24, 2018)  
 Eligible Class: 04: Wesley Special Education Teachers  
 Minimum Hourly Work Requirement: 20 hours per week  
 Waiting Period: None  
 Employee Eligibility Date: Upon completion of the Waiting Period  
 Employee Premium Contribution: 100% post-tax  
 Minimum Participation Required: None  
 Enrollment Period: One Time 31 Day Open Enrollment Period beginning June 1, 2017 (must occur within six months of Plan Effective Date).  
 Amounts elected during the One Time 31 Day Open Enrollment Period will become effective on August 1, 2017 (cannot be more than two months after the end of the Open Enrollment Period).  
 Evidence of Insurability: Required for Late Enrollees, Increases and amounts exceeding the Guarantee Issue

Eligible Employees may elect coverage under either the Standard STD Insurance or the Coordinated STD Insurance, but not both.

	Standard STD Insurance	Coordinated STD Insurance
Elimination Period:	Injury: 0 Consecutive Calendar Days Physical Disease: Choice of: 7 Consecutive Calendar Days OR 28 Consecutive Calendar Days	Injury: 0 Consecutive Calendar Days Physical Disease: 15 Consecutive Calendar Days
First Day Hospital Benefit:	Not Included	Included
STD Benefit:	Elected in \$10 increments; Minimum \$20	66.67% of Weekly Predisability Earnings
Maximum Weekly Benefit:	80% of Weekly Predisability Earnings or \$1,200, whichever is less	\$1,200
Guarantee Issue:	\$1,200	\$1,200

Maximum Benefit Period:	52 weeks from the end of the Elimination Period (Plus an additional 52 weeks at half the benefit amount if LTD is not available and Employee is hospital confined). No STD Benefits will be paid for periods for which LTD Benefits are payable.	The length of the Elimination Period under the employer-paid LTD coverage. No STD Benefits will be paid for periods of time for which LTD Benefits are payable.
Definition of Disability:	Total	Total
Definition of Predisability Earnings:	Base pay only	Base pay only
Own Occupation Period:	From the end of the Elimination Period to the end of the Maximum Benefit Period	From the end of the Elimination Period to the end of the Maximum Benefit Period
Claim Payment Method:	Bi-weekly	Bi-weekly
24 hour coverage:	No, Non-occupational only	No, Non-occupational only
Recurrent Disability:	6 months	6 months
Social Security Integration:	Full Family	Full Family
Freeze Type:	Social Security Freeze	Social Security Freeze
Pre-existing Condition Exclusion:	12/12 - initial amounts and increases	12/12 – initial amounts and increases
Mental Disorder Limitation:	None – Same as any Physical Disease	None – Same as any Physical Disease
Substance Abuse Limitation:	None – Same as any Physical Disease	None – Same as any Physical Disease

## DEFINITIONS

**Active Work** and **Actively at Work** are defined in Section II.

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

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

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

**Deductible Income** is defined in Section XII.

**Disability** and **Disabled** are defined in Section VII.

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

**Eligible Person** is defined in Section II.

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

**Employee** is defined in Section II.

**Employer** means an employer (including approved affiliates and subsidiaries) participating in the Schools Insurance Fund Insurance Trust to whom we have assigned a Plan Number and issued a Joinder Agreement.

**Evidence of Insurability** is defined in Section III.

**First Day Hospital Benefit** means that if you become Hospitalized due to an Injury or Physical Disease, the Elimination Period will be waived and benefit payments will start immediately, provided that you are Disabled.

**Group Policy** with respect to the Policyowner means the group STD insurance policy issued by us to the Policyowner. Group Policy with respect to an Employer means only those provisions of the Group Policy, including the options and variables requested by the Employer, that we have approved for that Employer with respect to its eligible employees. The Employer’s coverage under the Group Policy is described in the Joinder Agreement provided by us to the Employer and identified by the Plan Number.

**Gross STD Benefit** is defined in Section XI.

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

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

**Hospitalized** means that you are confined to a Hospital because of a Disability for at least 24 hours, or that you undergo a surgical procedure performed on an outpatient basis.

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

**Insured Person** means an Eligible Person whose coverage has become effective under the Group Policy.

**Joinder Agreement** means the document entered into between the Policyowner, the Employer and us describing the coverage requested by the Employer with respect to its Employees, which has been approved by us and assigned a Plan Number.

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

**Material Duties** is defined in Section II.

**Maximum Benefit Period** means the longest period for which STD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Elimination Period. No STD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. No STD Benefits will be paid for periods of time for which group long term disability benefits are payable. Your Maximum Benefit Period is specified in the "Schedule of Benefits".

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

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

**Own Occupation** means the occupation you routinely perform for the Employer at the time Disability begins. We will look at your occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific employer or at a specific location.

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

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

For the purpose of this Group Policy, Physician will not include you or your Spouse, or the brother, sister, parent or child of either an Insured Person or an Insured Person's Spouse.

**Plan Effective Date** means the date on which the Group Policy (with respect to the Employer) becomes effective.

**Plan Number** means the number used by us to reference an Employer and the terms of coverage specified under that Employer's Joinder Agreement.

**Policyowner** means Schools Insurance Fund Insurance Trust.

**Predisability Earnings** is defined in Section X.

**Pre-existing Condition** is defined in Section XV.

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

**Prior Plan** means an Employer's group long term disability insurance plan in effect on the day immediately preceding the Plan Effective Date under this Group Policy.

**Proof of Loss** is defined in Section XX.

**Regular Care of a Physician** means:

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

**Retirement Date** means the earlier of:

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

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

**STD** means short term disability.

**STD Benefit** means the net benefit payment due to you after deductions are applied to your Gross STD Benefit as provided for under the Group Policy. Your STD Benefit is calculated under Section XI.

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

**Waiting Period** is defined in Section II and the "Schedule of Benefits".

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

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

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

In determining your Work Earnings, we:

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

If we determine that your earnings vary substantially from month to month, we may determine Work Earnings by averaging your earnings over the most recent three-week period. You will no longer be Disabled when your average Work Earnings over the last three weeks equal or exceed 80% of your Predisability Earnings.

## I. INSURING CLAUSE

- A. If you become Disabled while insured under the Group Policy, we will pay STD Benefits according to the terms of your Employer's coverage under the Group Policy, after we receive satisfactory Proof of Loss.

GSDI-C600-(12/06)

## II. ELIGIBILITY FOR INSURANCE

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

GSDI-C700-(12/06)

## III. BECOMING INSURED

- A. To become an Insured Person under the Group Policy, you must be an Eligible Person and meet the following requirements as each may apply:
1. If Evidence of Insurability is required, you must provide such Evidence of Insurability and be approved for coverage by us. The Schedule of Benefits specifies when Evidence of Insurability is required.
  2. Evidence of Insurability.
    - a) Providing **Evidence of Insurability** means that an applicant must:

- (1) complete and sign our Evidence of Insurability application and return the original application to us no later than 60 days from the date of signing; and
  - (2) authorize us to obtain information about the applicant's health; and
  - (3) undergo a physical examination, if required by us, which may include diagnostic testing; and
  - (4) provide any additional information about the applicant's insurability that we may reasonably require.
- b) If you, your Spouse or your dependents are required to provide Evidence of Insurability, you will be responsible for all costs associated with providing Evidence of Insurability.
- c) In each case where Evidence of Insurability is required, we base our decision whether to approve coverage on the information provided during the underwriting process. If we learn that the information relied on to approve coverage was incorrect, or that relevant information was omitted, we may retroactively rescind coverage and deny claims.
3. If the insurance you wish to obtain is Contributory insurance, you must apply in writing and remit the required premiums.

## B. Effective Date of Your Insurance

### 1. Initial Enrollment

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



**IV. WHEN YOUR INSURANCE ENDS**  
**This provision applies to you if you are not Disabled.**

- A. Except as otherwise provided for under this section, you will cease to be an Insured Person on the earliest of the following dates:
1. the date your Employer's coverage under the Group Policy terminates;
  2. the date you cease to be an Eligible Person;
  3. the date you stop making required premium contributions.
  4. the date you become eligible for coverage under another group short-term disability policy;
  5. if you are a contract employee not returning to work as an Eligible Person the next contract year, the earlier of the following:
    - a) the date you become employed with another employer;
    - b) your Retirement Date;
    - c) expiration of the current contract year.
  6. your Retirement Date.
- B. Approved FMLA Leave of Absence - Contributory or Noncontributory Coverage
1. If you are on a FMLA leave, coverage will continue until the later of the leave period required by the Federal Family and Medical Leave Act of 1993, as amended, or the leave period required by applicable state law, provided that:
    - a) we receive written notice in advance of a leave approved by the Employer which includes the beginning and ending dates of the leave and the amount of your covered salary; and
    - b) FMLA leaves of absence and the right to continue coverage during FMLA leaves are available to all Employees in the same Eligible Class under the Group Policy; and
    - c) the Employer remits the required premium for coverage.
  2. The Elimination Period can be satisfied and benefits maybe payable during a FMLA leave subject to all other contract provisions. The benefit will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the leave, or the salary for which premium was paid.
- C. Paid Sabbatical - If you are a professional Employee (Administrator or Certified Teacher) on a paid sabbatical leave, coverage will continue subject to the following:
1. Noncontributory Coverage
    - a) Coverage will continue provided that:
      - (1) we receive written notice in advance of a paid sabbatical approved by the Employer which includes the beginning and ending dates of the sabbatical and the amount of your covered salary; and
      - (2) paid sabbaticals and the right to continue coverage during paid sabbaticals are available to all Employees in the same Eligible Class under the Group Policy; and
      - (3) the Employer remits the required premium for coverage.
    - b) The Elimination Period can be satisfied during a paid sabbatical, but benefits will not begin until the later of the end of the Elimination Period or the date the paid sabbatical was scheduled to end. In the event a benefit is payable, it will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the paid sabbatical, or the salary for which premium was paid.
    - c) Unless you return to active, eligible status on or before the date the paid sabbatical is scheduled to end, coverage extended during a paid sabbatical will terminate on the earlier of the date the paid sabbatical is scheduled to end or 12 months from the date the paid sabbatical began.
  2. Contributory Coverage
    - a) Coverage will continue provided that:

- (1) we receive written notice in advance of a paid sabbatical approved by the Employer which includes the beginning and ending dates of the leave and the amount of your covered salary; and
  - (2) paid sabbaticals and the right to continue coverage during paid sabbaticals are available to all Employees in the same Eligible Class under the Group Policy; and
  - (3) you continue to pay the required premium to the Employer without interruption and the Employer continues to remit premium to us on your behalf.
- b) The Elimination Period can be satisfied during a paid sabbatical, but benefits will not begin until the later of the end of the Elimination Period or the date the paid sabbatical was scheduled to end. In the event a benefit is payable, it will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the paid sabbatical, or the salary for which premium was paid.
  - c) Unless you return to active, eligible status on or before the date the paid sabbatical is scheduled to end, coverage extended during a paid sabbatical will terminate on the earlier of the date the paid sabbatical is scheduled to end or 12 months from the date the paid sabbatical began, or the date you fail to pay the premium as required.
  - d) If you choose not to continue coverage or your coverage terminates during a paid sabbatical and you subsequently wish to obtain coverage, you will be treated as a Late Enrollee and be required to provide Evidence of Insurability.
- D. Unpaid Sabbatical - If you are a professional Employee (Administrator or Certified Teacher) on an unpaid sabbatical leave, coverage will continue subject to the following:
- 1. Noncontributory Coverage
    - a) Coverage will continue provided that:
      - (1) we receive written notice in advance of an unpaid sabbatical approved by the Employer which includes the beginning and ending dates of the unpaid sabbatical and the amount of your covered salary; and
      - (2) unpaid sabbaticals and the right to continue coverage during unpaid sabbaticals are available to all Employees in the same Eligible Class under the Group Policy; and
      - (3) the Employer remits the required premium for coverage.
    - b) No benefits are payable during an unpaid sabbatical. If you become Disabled during such leave, the Elimination Period will begin on the date the unpaid sabbatical was scheduled to end. The benefit will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the unpaid sabbatical, or the salary for which premium was paid.
    - c) Unless you return to active, eligible status on or before the date the unpaid sabbatical is scheduled to end, coverage extended during an unpaid sabbatical will terminate on the earlier of the date the unpaid sabbatical is scheduled to end or 12 months from the date the unpaid sabbatical began.
  - 2. Contributory Coverage
    - a) Coverage will continue provided that:
      - (1) we receive written notice in advance of an unpaid sabbatical approved by the Employer which includes the beginning and ending dates of the leave and the amount of your covered salary; and
      - (2) unpaid sabbatical leaves of absence and the right to continue coverage during unpaid sabbatical leaves are available to all Employees in the same Eligible Class under the Group Policy; and
      - (3) you continue to pay the required premium to the Employer without interruption and the Employer continues to remit premium to us on your behalf.
    - b) No benefits are payable during an unpaid sabbatical. If you become Disabled during such leave, the Elimination Period will begin on the date the unpaid sabbatical was scheduled to end. The benefit will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the unpaid sabbatical, or the salary for which premium was paid.

- c) Unless you return to active, eligible status on or before the date the unpaid sabbatical is scheduled to end, coverage extended during an unpaid sabbatical will terminate on the earlier of the date the unpaid sabbatical is scheduled to end or 12 months from the date the unpaid sabbatical began, or the date you fail to pay the premium as required.
- d) If you choose not to continue coverage or your coverage terminates during an unpaid sabbatical and you subsequently wish to obtain coverage, you will be treated as a Late Enrollee and be required to provide Evidence of Insurability.

GSDI-C1000-(12/06)

## **V. RULES FOR TRANSFER OF EMPLOYEES FROM PRIOR PLAN**

- A. If you were eligible for insurance and insured under the Prior Plan on the day before the Plan Effective Date, you can become insured on the Plan Effective Date without meeting the Active Work requirement under Section II.A.3.
- B. The STD Benefit will be the lesser of the short term disability benefit that would have been payable under the terms of the Prior Plan if it had remained in force, or the STD Benefit as determined under the other provisions of this Group Policy. However, no benefits will be payable to you under the Group Policy if any benefits are payable to you under the Prior Plan.
- C. If you were eligible for insurance under the Prior Plan for more than 31 days but were not insured under the Prior Plan, you must provide Evidence of Insurability and be approved by us to become insured.
- D. Continuation of Coverage and Pre-existing Conditions. In calculating the coverage period for determining whether the Pre-existing Condition Exclusion applies, we will include any period of continuous coverage under the Prior Plan immediately preceding the date you became insured under the Group Policy.

GSDI-C1100-(12/06)

## **VI. REINSTATEMENT OF COVERAGE**

- A. If your coverage ends, you may become covered again as an Insured Person, subject to the following:
  - 1. If you cease to be an Eligible Person, your insurance will end. However, if you again become an Eligible Person in all respects except the Waiting Period immediately after the later of the dates in a) and b), below, the Waiting Period will be waived.
    - a) The date STD Benefits end;
    - b) The date long term disability benefits end, if you are covered under a group long term disability policy issued by us through the Employer, provided the long term disability benefits are payable for the same Disability.
  - 2. If you cease to be an Eligible Person and coverage ends, and then you again become an Eligible Person in all respects except the Waiting Period within 3 months, the Waiting Period will be waived on the first day of your return to Active Work and you will not have to provide Evidence of Insurability. If you become covered again under this paragraph, the Pre-existing Condition Exclusion will be applied as if there had been no gap in coverage.
  - 3. If your coverage ends because you fail to make the required contribution while on an approved Family Medical Leave Act (FMLA) leave of absence, and then you return to Active Work and enroll for coverage within 31 days of the earlier of:
    - a) the end of the period of leave you and your Employer agreed upon; or

- b) the end of the 12 week period following the date your leave began, then the Waiting Period will be waived and you will not have to provide Evidence of Insurability. If you become covered again under this paragraph and a Pre-existing Condition Exclusion applies, such Exclusion will be applied as if there had been no gap in coverage.
4. In all other cases, if your coverage ends because you fail to make the required contribution, you must provide Evidence of Insurability to become covered again.
5. In no event will insurance coverage be retroactive.

GSDI-C1200-(12/06)

## VII. DEFINITION OF DISABILITY

- A. During the Elimination Period and the Benefit Payment Period, **Disability and Disabled** mean you are, as a result of Physical Disease, Injury, Pregnancy, Substance Abuse or Mental Disorder, unable to perform a majority of the Material Duties of your Own Occupation.
- B. Loss of License or Certification. For an Insured Person whose occupation requires a license, a restriction or loss of license does not, in itself, constitute a Disability.
- C. If, with Reasonable Accommodations, you could perform a majority of your Material Duties, you will not be considered Disabled. An Employer's failure or unwillingness to provide Reasonable Accommodations does not constitute the inability to perform a Material Duty. **Reasonable Accommodations** means modifications or adjustments in the work environment or the way things are usually done that would enable you to perform your Material Duties.
- D. Preventive Measures. Your inability to perform any of your Material Duties because of preventive treatments or other preventive measures does not, by itself, constitute a Disability.

GSDI-C1300-(12/06)

## VIII. RECURRENT DISABILITY

- A. If you return to work for your Employer from a Disability for which benefits were payable under the Group Policy and then become Disabled again due to the same or related cause, we will treat the separate periods of Disability as one period of continuous Disability, provided you are continuously insured under the Group Policy during the period of recovery and the period of recovery does not exceed 6 months. Benefits resume on the date your Disability recurs.
- B. If you return to work for your Employer from a Disability covered under the Group Policy and then become Disabled again due to an unrelated cause, we will treat the subsequent Disability as a new claim, subject to all of the terms of the Group Policy.
- C. If you return to work for your Employer from a Disability covered under the Group Policy and then become Disabled again more than 6 months after you return to work, the subsequent Disability will be treated as a new claim, subject to all of the terms of the Group Policy.
- D. For the purposes of this provision, if your occupation with the Employer does not allow you to be Actively at Work for the entire calendar year due to a seasonal or regularly scheduled employment break, we will consider you to have returned to work if you would have been able to return to work had work been regularly scheduled.

GSDI-C1500-(12/06)

## IX. WHEN STD BENEFITS END

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

GSDI-C1600-(12/06)

## X. PREDISABILITY EARNINGS

- A. **Predisability Earnings** means your earnings in effect on your last full day of Active Work prior to becoming Disabled. Unless otherwise specifically provided for under the Group Policy, any subsequent change in your earnings will not affect your Predisability Earnings.
- B. Methods of Calculating Predisability Earnings
1. Salaried Employees. Your **Weekly Predisability Earnings** are equal to your annual Predisability Earnings divided by fifty-two. Your **Monthly Predisability Earnings** are equal to your annual Predisability Earnings divided by twelve.
  2. Hourly Employees.
    - a) Weekly Calculation. If you are paid hourly, your **Weekly Predisability Earnings** will be based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per week, not to exceed 40 hours. If you do not have regular work hours, your Weekly Predisability Earnings are based on the average number of hours you worked per week during the preceding 12 calendar months (or during your period of employment if less than 12 months), not to exceed 40 hours.
    - b) Monthly Calculation. If you are paid hourly, your Monthly Predisability Earnings will be based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, not to exceed 173.33 hours. If you do not have regular work hours, your Monthly Predisability Earnings are based on the average number of hours you worked per month during the preceding 12 calendar months (or during your period of employment if less than 12 months), not to exceed 173.33 hours.
- C. **Predisability Earnings** includes the following:
1. your base rate of pay.
- D. **Predisability Earnings** does not include the following:

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

GSDI-C1700-(12/06)

## XI. STD BENEFIT CALCULATION

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

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

GSDI-C1800-(12/06)

## XII. DEDUCTIBLE INCOME

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

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

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

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

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

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

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

6. Any amount you receive or are eligible to receive because of your Disability under any state disability income benefit law or similar law;
7. Except as specifically excluded in "Exceptions to Deductible Income", any amount you receive or are eligible to receive because of your Disability under automobile insurance or any group insurance coverage;
8. Retirement plans
  - a) Any disability or retirement benefits you receive or are eligible to receive because of your Disability under your Employer's retirement plan, including a public employee retirement system, a state teacher retirement system, or a plan arranged and maintained by a union or employee association for the benefit of its members;

- b) If any of these plans has two or more payment options, the option which comes closest to providing you a monthly income to age 65 with no survivor benefit will be used to determine Deductible Income;
  - c) Your and your Employer's contributions will be considered as distributed simultaneously throughout your lifetime, regardless of how funds are distributed from the retirement plan;
9. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law;
  10. Any amount you receive or are eligible to receive from or on behalf of a third party because of your Disability, whether by judgment, settlement or other method. If you notify us before filing suit or settling your claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees;
  11. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed;
  12. Any amount you receive under any "no fault" motor vehicle plan.

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

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



### **XIII. BENEFITS AFTER INSURANCE ENDS OR IS CHANGED**

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

GSDI-C2000-(12/06)

### **XIV. EFFECT OF NEW DISABILITY**

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

GSDI-C2100-(12/06)

### **XV. EXCLUSIONS**

- A. War. You are not covered for a Disability caused or contributed to by War or any act of War. War means a state or period of declared or undeclared war whether civil or international, any substantial armed conflict with organized forces of a military nature between nations, states or parties, or acts of terrorism.
- B. Criminal Conduct. You are not covered for a Disability caused or contributed to by your committing or attempting to commit an assault, battery, or any other crime. You are not covered for a Disability caused as a result of your engaging in an illegal activity, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.
- C. Military Leave. You are not covered for a Disability that occurs during any military leave for active duty, including training duty, the National Guard and Coast Guard, or any active or reserve component of the military forces of any state or country.
- D. Imprisonment. No STD Benefits will be paid for any period of Disability when you are, for any reason, confined in a penal or correctional institution or under house arrest.
- E. Intentionally Self-Inflicted Injury-Suicide. You are not covered for a Disability caused or contributed to by an intentionally self-inflicted injury or attempted suicide, while sane or insane.
- F. Occupational Disability. You are not covered for a disability arising out of or in the course of any employment for wage or profit

GSDI-C2200-(12/06)

## **XVI. LIMITATIONS**

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

GSDI-C2300-(12/06)

## **XVII. RESPONSIBILITIES OF DISABLED INSURED PERSONS**

### **A. Your Obligations During A Period Of Disability**

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

benefits. We do not pay fees charged for submitting this information to us. Any such costs will be your responsibility.

- B. Our Right to Examine. We may require you to be examined by a Physician, other medical practitioner and/or vocational expert of our choice, in addition to your obligation to be under the Regular Care of a Physician as specified above. In such case, we will pay for the additional examination. You must cooperate fully with the Physician, medical practitioner or vocational expert and give full effort to such examinations. We can require an examination as often as it is reasonable to do so. We may also require you to be interviewed by an authorized Company representative.
- C. Insured Person's Failure to Comply
  - 1. We have the right to suspend benefits during any portion of a Disability in which you fail to comply with any of the requirements set forth in this Certificate.
  - 2. We have the further right to terminate irrevocably all further benefits under the Group Policy when benefits have been suspended for a period of 6 consecutive months due to your failure to comply with any of the requirements of the Group Policy.

GSDI-C2400-(12/06)

## XVIII. CLAIMS

- A. Notice of Claim
  - 1. Written notice of claim should be given to us within 30 days of the date the Elimination Period ends, if that is possible. If that is not possible, you must notify us as soon as it is reasonably possible to do so.
  - 2. When we receive a written notice of claim, we will send you our claim forms for filing Proof of Loss. If you do not receive the forms within 15 days after written notice of claim is sent, you can send us written Proof of Loss without waiting for the forms.
- B. Proof of Loss
  - 1. Proof of Loss means all the information necessary to determine that a loss occurred:
    - a) for which the Group Policy provides benefits; and
    - b) which is not subject to any exclusions; and
    - c) which meets all other conditions for benefits.
  - 2. Written Proof of Loss must be furnished to us at our home office no later than 90 days after the end of the Elimination Period. If it is not possible to give proof within this time limit, it must be given as soon as reasonably possible, but not later than one year following the end of the 90 day period. These limits will not apply while an Insured Person lacks legal capacity.
  - 3. Any items we may reasonably require in support of a claim, such as completed claims statements and a signed authorization for us to obtain information including tax information, must be submitted at your expense. If the required documentation is not provided within 60 days after we mail our request, your claim may be denied. No benefits will be paid until we receive Proof of Loss satisfactory to us.
- C. Investigation of Claim
  - 1. We may investigate a claim at any time.
  - 2. At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend benefits if you fail to attend an examination or cooperate with the examiner.
- D. Payment of Claims
  - 1. We will pay STD Benefits within 30 days after we receive satisfactory Proof of Loss, but not before satisfaction of the Elimination Period.

2. Claim Payment Method. STD Benefit payments that you qualify for will be paid to you as specified in the "Schedule of Benefits". Payments for partial weekly benefits will be pro-rated based on a 7 day week. Payments for partial monthly benefits will be pro-rated based on a 30 day month.
3. STD Benefits payable at the time of your death will be paid to your estate.

E. Notice of Adverse Decision on Claim

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

F. Review Procedure

1. If all or part of a claim is denied, you may request a review. A request for a review must be in writing and received by us within 120 days after you receive notice of the denial.
2. You may send us written comments or other items to support the claim and may review any non-privileged information that relates to the request for review.
3. We will review the claim promptly after we receive the request. We will send you a notice of our decision within 45 days after we receive the request, unless special circumstances require an extension. If we determine that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the expiration of the initial 45 day period. In no event will such extension exceed a period of 60 days from the end of the initial period.

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

GSDI-C2500-(12/06)

## **XIX. RIGHT TO REIMBURSEMENT**

- A. If we make benefit payments to you in excess of the amounts required by the provisions of this Group Policy or, if you receive retroactive benefits from any Deductible Income source for periods of time during which we paid benefits to you, you must reimburse us for any such excess, duplicate, or erroneous payments.

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

GSDI-C2600-(12/06)

## **XX. SUBROGATION**

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

GSDI-C2700-(12/06)

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

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

GSDI-C2900-(12/06)

## **XXII. INCONTESTABILITY PROVISIONS**

### **A. Incontestability of Insurance**

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

### **B. Incontestability of the Group Policy or Employer Coverage under the Group Policy**

1. Any statements made by the Policyowner to obtain the Group Policy or made by an Employer to obtain coverage under the Group Policy is a representation and not a warranty.
2. No misrepresentation by the Policyowner or your Employer will be used as a basis for denying a claim, or for denying the validity of the Group Policy or your Employer's coverage under the Group Policy unless:
  - a) the Group Policy would not have been issued or your Employer's coverage under the Group Policy would not have been approved if we had known the truth; and
  - b) we have given the Policyowner or Employer a copy of a written instrument signed by the Policyowner or Employer which contains the misrepresentation.
3. The validity of the Group Policy or your Employer's coverage under the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations.

GSDI-C3000-(12/06)

## **XXIII. CLERICAL ERROR AND MISSTATEMENT**

### **A. Clerical Error**

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

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

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

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

1. If the age or gender, or both, of a person has been misstated, we will make an equitable adjustment of premiums, benefits or both. The adjustment will be based on:

- a) the amount of insurance based on the correct age and gender; and
- b) the difference between the premiums paid and the premiums which would have been paid if the age and gender had been correctly stated.

GSDI-C3100-(12/06)

#### **XXIV. FRAUD**

- A. It is unlawful to knowingly provide false, incomplete or misleading facts or information with the intent of defrauding us. An application for insurance or claim containing any materially false or misleading information may lead to reduction, denial or termination of benefits or coverage under the Group Policy and recovery of any amounts we have paid.

GSDI-C3200-(12/06)

#### **XXV. TERMINATION OR AMENDMENT OF THE GROUP POLICY AND EMPLOYER COVERAGE**

- A. The Group Policy may be terminated, changed or amended in whole or in part by us or the Policyowner according to the terms of the Group Policy. Any such change or amendment may apply to current or future Employers and Eligible Persons covered under the Group Policy or to any separate classes or categories thereof. An Employer's coverage under the Group Policy may be terminated, changed or amended in whole or in part by us or the Employer according to the terms of the Group Policy.
- B. We may change the Group Policy and any Employer's coverage under the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyowner's or Employer's consent.
- C. We may terminate an Employer's coverage on any premium due date by giving the Employer not less than 60 days advance notice. An Employer may terminate coverage under the Group Policy in whole, and may terminate insurance for any class or group of Eligible Persons, at any time by giving us advanced written notice at least 60 days prior to such termination. Insurance will terminate automatically for nonpayment of premium.
- D. Benefits are limited to the terms of your Employer's coverage under the Group Policy, including any valid amendments. No change or amendment of your Employer's coverage will be valid unless it is approved in writing by one of our executive officers and delivered to your Employer. The Policyowner, your Employer and their respective employees or representatives have no right or authority to change or amend the Group Policy or your Employer's coverage under the Group Policy or to waive any terms or provisions thereof without our signed, written approval.

GSDI-C3300-(12/06)

**AMENDMENT 1  
TO THE GROUP SHORT TERM DISABILITY INSURANCE  
CERTIFICATE OF COVERAGE**

Employer: MUSKEGON AREA ISD

Plan Number: 10254

Eligible Class: 04) Wesley Special Education Teachers

This Amendment number 1 effective July 1, 2017 amends certain provisions of the Group Short Term Disability Insurance Certificate of Coverage as specified below. Provisions under this Amendment are subject to all the terms and conditions, limitations and exclusions of the Group Policy, unless otherwise stated herein.

1. The following is hereby added to part B. 2. under section 'III. BECOMING INSURED'

- 'c) Once enrolled in the Short Term Disability Insurance plan, you may increase your election by up to 10% without Evidence of Insurability within 30 days of one of the following Qualifying Events:
- (1) Change in marital status;
  - (2) Birth / adoption of a child;
  - (3) Permanent increase in hours worked of at least 10 hours per week (can occur no more than once per 12-month period);
  - (4) Permanent change in job classification which results in a salary increase of at least 20%.

The increased election may not exceed the lesser of:

- (1) 80% of Weekly Predisability Earnings or \$1,200 for Standard STD; and
- (2) 66.67% of Weekly Predisability Earnings or \$1,200 for Coordinated STD.'

2. Under part XVI. EXCLUSIONS, item G. is hereby added as follows:

'G. Pre-existing Conditions.

1. If your Disability is caused or contributed to by a Pre-existing Condition, or medical or surgical treatment of a Pre-existing Condition:
  - a) You are not covered for that Disability unless you have been continuously insured under the Group Policy for at least 12 months and have been Actively at Work for at least one full day after the end of that 12 months.
  - b) If, after an increase in your STD benefit, you become Disabled because of a Pre-existing Condition within 12 months after the effective date of the increase in the STD Benefit, you will be eligible for the STD Benefit which was in effect before the increased STD Benefit. You must be continuously insured under the Group Policy for at least 12 months after the effective date of the increased STD Benefit and have been Actively at Work for at least one full day after the end of that 12 months to be eligible for the increased STD Benefit amount.
2. **Pre-existing Condition** means a mental or physical condition whether or not diagnosed or misdiagnosed for which you have consulted a Physician or other licensed medical professional, received medical treatment, services or advice, undergone diagnostic procedures, including self-administered procedures, or taken prescribed drugs or medications at any time during the 12 month period just before the effective date of your insurance under the Group Policy, or the effective date of any subsequent increase in the Weekly Benefit.'



**MADISON NATIONAL LIFE INSURANCE COMPANY, INC.**

1241 John Q. Hammons Drive · Madison, WI 53717

**GROUP LONG TERM DISABILITY INSURANCE  
CERTIFICATE OF COVERAGE**

The Group Policy has been issued to the Policyowner. No coverage under the Group Policy is in effect until approved in writing by Madison National Life Insurance Company, Inc.

The Employer must apply for group long term disability insurance coverage under the Group Policy and join the Policyowner by submitting a completed Joinder Agreement and agreeing to pay premiums. The Group Policy contains numerous optional and variable provisions. The options and variables we have approved for the Employer's coverage under the Group Policy are contained in the Joinder Agreement and the Certificate(s) of Coverage. Only those provisions of the Group Policy which appear in the Joinder Agreement and the Certificate(s) of Coverage will apply to the Employer's coverage under the Group Policy. All provisions on this and the following pages are part of the Certificate of Coverage.

The Group Policy is on file and available for review at the main office of the Policyholder. The Certificate summarizes and explains the parts of the Group Policy that apply to you. This certificate is not an insurance policy. In the event of any conflict between the Group Policy and the Certificate, the Group Policy will control.

This Certificate replaces any other Certificates previously provided to you under the Group Policy.

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

**MADISON NATIONAL LIFE INSURANCE COMPANY, INC.**

By



Larry R. Graber  
President

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## SCHEDULE OF BENEFITS

Employer(s):	MUSKEGON AREA ISD
Plan Number:	10454
Original Plan Effective Date:	July 1, 2017
Eligible Class:	Class 04: Wesley Special Education Teachers
Minimum Hourly Work Requirement:	20 hours per week
Waiting Period:	None
Employee Eligibility Date:	Upon completion of the Waiting Period
Employee Premium Contribution:	100% post-tax
Minimum Participation Requirement:	None
Enrollment Period:	One Time 31 Day Open Enrollment Period beginning <u>June 1, 2017</u> (must occur within six months of Plan Effective Date). Amounts elected during the One Time 31 Day Open Enrollment Period will become effective on <u>August 1, 2017</u> (cannot be more than two months after the end of the Open Enrollment Period).
Evidence of Insurability:	Required for Late Enrollees, Increases and amounts exceeding the Guarantee Issue
Elimination Period:	Longer of 52 weeks or duration of Short Term Disability Benefits
Definition of Disability:	Total
Own Occupation Period:	24 months from the end of the Elimination Period
Any Occupation Period:	From the end of the Own Occupation Period to the end of the Maximum Benefit Period.
Cumulative Elimination Period:	10 days
Recurrent Disability:	6 months
Predisability Earnings:	Base pay only
Maximum Monthly Covered Salary:	\$8,333
LTD Benefit:	Elected in \$100 increments
Maximum Monthly Benefit:	60% of Predisability Earnings or \$5,000, whichever is less

Guarantee Issue: \$5,000

Maximum Benefit Period:

Option 1

Option 2

Age at Disablement	Benefit Duration
Less than 66	5 years
66	4 years
67	3 years
68	2 years
69 or older	1 year

Age at Disablement	Benefit Duration
Less than 69	To Age 70
69 or older	1 year

All Sources Threshold:

70%

All Sources Period:

Duration of Benefits

Social Security Integration:

Full Family

Freeze Type:

General Freeze

Pre-existing Condition Exclusion:

12/12 - initial amounts and increases

Mental Disorder Limitation:

Two years, unless hospital confined

Substance Abuse Limitation:

Two years, unless hospital confined

Claim Payment Method:

Monthly

Survivor Benefit:

Included

GLDI-C400-(12/06)

## DEFINITIONS

**Active Work** and **Actively at Work** are defined in Section II.

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

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

**CPI-W** means the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the CPI-W is discontinued or changed, we may use a comparable index. Where required, we will obtain prior state approval of the new index.

**Deductible Income** is defined in Section XIV.

**Disability** and **Disabled** are defined in Section VIII.

**Eligible Class** means an employment classification defined by the Employer and specified in the "Schedule of Benefits". You must be a member of an Eligible Class in order to be eligible for insurance under the Group Policy.

**Eligible Person** is defined in Section II.

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

**Employee** is defined in Section II.

**Employer** means an employer (including approved affiliates and subsidiaries) participating in the Schools Insurance Fund Insurance Trust and to which we have assigned a Plan Number and issued a Joinder Agreement.

**Evidence of Insurability** is defined in Section III.

**Group Policy** with respect to the Policyowner means the group LTD insurance policy issued by us to the Policyowner. Group Policy with respect to an Employer means only those provisions of the Group Policy, including the options and variables requested by the Employer, that we have approved for that Employer with respect to its eligible employees. The Employer's coverage under the Group Policy is described in the Joinder Agreement provided by us to the Employer and identified by the Plan Number.

**Gross LTD Benefit** is defined in Section XIII.

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

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

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

**Insured Person** means an Eligible Person whose coverage has become effective under the Group Policy.

**Joinder Agreement** means the document entered into between the Policyowner, the Employer and us describing the coverage requested by the Employer with respect to its Employees, which has been approved by us and assigned a Plan Number.

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

**LTD** means long term disability.

**LTD Benefit** means the net benefit payment due to you after deductions are applied to your Gross LTD Benefit as provided for under the Group Policy. Your LTD Benefit is calculated under Section XIII.

**Material Duties** is defined in Section II.

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

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

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

**Own Occupation** means the occupation you routinely perform for the Employer at the time Disability begins. We will look at your occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific employer or at a specific location.

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

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

For the purpose of this Group Policy, Physician will not include you or your Spouse, or the brother, sister, parent or child of either an Insured Person or an Insured Person's Spouse.

**Plan Effective Date** means the date on which the Group Policy (with respect to the Employer) becomes effective.

**Plan Number** means the number used by us to reference an Employer and the terms of coverage specified under that Employer's Joinder Agreement.

**Policyowner** means Schools Insurance Fund Insurance Trust.

**Predisability Earnings** is defined in Section XII.

**Pre-existing Condition** is defined in Section XVII.

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

**Prior Plan** means an Employer's group long term disability insurance plan in effect on the day immediately preceding the Plan Effective Date under this Group Policy.

**Proof of Loss** is defined in Section XX.

**Regular Care of a Physician** means:

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

**Retirement Date** means the earlier of:

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

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

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

**Waiting Period** is defined in Section II and the "Schedule of Benefits".

**Work Earnings** means your gross monthly earnings from work you perform in Any Occupation while Disabled during your Own Occupation Period.

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

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

In determining your Work Earnings, we:

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

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

## I. INSURING CLAUSE

- A. If you become Disabled while insured under the Group Policy, we will pay LTD Benefits according to the terms of your Employer's coverage under the Group Policy, after we receive satisfactory Proof of Loss.

GLDI-C600-(12/06)

## II. ELIGIBILITY FOR INSURANCE

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

GLDI-C700-(12/06)

## III. BECOMING INSURED

- A. To become an Insured Person under the Group Policy, you must be an Eligible Person and meet the following requirements as each may apply:
1. If Evidence of Insurability is required, you must provide such Evidence of Insurability and be approved for coverage by us. The Schedule of Benefits specifies when Evidence of Insurability is required.
  2. Evidence of Insurability.
    - a) Providing **Evidence of Insurability** means that an applicant must:



- (1) complete and sign our Evidence of Insurability application and return the original application to us no later than 60 days from the date of signing; and
  - (2) authorize us to obtain information about the applicant's health; and
  - (3) undergo a physical examination, if required by us, which may include diagnostic testing; and
  - (4) provide any additional information about the applicant's insurability that we may reasonably require.
- b) If you, your Spouse or your dependents are required to provide Evidence of Insurability, you will be responsible for all costs associated with providing Evidence of Insurability.
- c) In each case where Evidence of Insurability is required, we base our decision whether to approve coverage on the information provided during the underwriting process. If we learn that the information relied on to approve coverage was incorrect, or that relevant information was omitted, we may retroactively rescind coverage and deny claims.
3. If the insurance you wish to obtain is Contributory insurance, you must apply in writing and remit the required premiums.

## B. Effective Date of Your Insurance

### 1. Initial Enrollment

- a) Noncontributory insurance not subject to Evidence of Insurability, or which is subject to Evidence of Insurability and has been approved by us, becomes effective on the date you become an Eligible Person. If, however, you initially waive participation in such coverage and then later wish to participate, you will be treated as a Late Enrollee, subject to Evidence of Insurability.
- b) Contributory insurance subject to Evidence of Insurability becomes effective on the first day of the month immediately following the month in which your Evidence of Insurability is approved by us, except that if such approval occurs on the first day of a month, such coverage becomes effective on that day.
- c) Contributory insurance not subject to Evidence of Insurability. Provided that you apply prior to, or within 31 days of becoming an Eligible Person, Contributory insurance not subject to Evidence of Insurability becomes effective on the date you become an Eligible Person. If you do not apply for such coverage prior to, or within 31 days of becoming an Eligible Person and subsequently wish to obtain coverage, you will be a Late Enrollee, subject to Evidence of Insurability.

### 2. Increases in Existing Coverage and Late Enrollee Applications

- a) Where Evidence of Insurability is required, increases of existing coverage and Late Enrollee applications become effective on the first day of the month immediately following the month in which your Evidence of Insurability is approved by us, except that if such approval occurs on the first day of a month, such coverage becomes effective on that day.
- b) Where Evidence of Insurability is not required, an increase of existing coverage becomes effective on the date that you become eligible for such coverage.

3. If you are incapable of sustained Active Work due to a Disability on the day before the scheduled effective date of your insurance, such insurance will not become effective until the day after you are capable of sustained Active Work and complete one day of Active Work as an Eligible Person.

#### **IV. WAIVER OF PREMIUM**

- A. Premium payments are required during the Elimination Period. However, payment of premium is waived while LTD Benefits are payable. Upon your return to Active Work, premium payments will again be payable.

GLDI-C900-(12/06)

#### **V. WHEN YOUR INSURANCE ENDS**

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

- A. Except as otherwise provided for under this section, your coverage will cease on the earliest of the following dates:
1. the date your Employer's coverage under the Group Policy terminates;
  2. the date you cease to be an Eligible Person;
  3. the date that your premium payment is not paid when required;
  4. the date you become eligible for coverage under another group long-term disability policy;
  5. if you are a contract employee not returning to work as an Eligible Person the next contract year, the earlier of the following:
    - a) the date you become employed with another employer;
    - b) your Retirement Date;
    - c) expiration of the current contract year;
  6. your Retirement Date.
- B. Approved FMLA Leave of Absence - Contributory or Noncontributory Coverage
1. If you are on a FMLA leave, coverage will continue until the later of the leave period required by the Federal Family and Medical Leave Act of 1993, as amended, or the leave period required by applicable state law, provided that:
    - a) we receive written notice in advance of a leave approved by the Employer which includes the beginning and ending dates of the leave and the amount of your covered salary; and
    - b) FMLA leaves of absence and the right to continue coverage during FMLA leaves are available to all Employees in the same Eligible Class under the Group Policy; and
    - c) the Employer remits the required premium for coverage.
  2. The Elimination Period can be satisfied and benefits may be payable during a FMLA leave subject to all other contract provisions. The benefit will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the leave, or the salary for which premium was paid.
- C. Paid Sabbatical - If you are a professional Employee (Administrator or Certified Teacher) on a paid sabbatical leave, coverage will continue subject to the following:
1. Noncontributory Coverage
    - a) Coverage will continue provided that:
      - (1) we receive written notice in advance of a paid sabbatical approved by the Employer which includes the beginning and ending dates of the sabbatical and the amount of your covered salary; and
      - (2) paid sabbaticals and the right to continue coverage during paid sabbaticals are available to all Employees in the same Eligible Class under the Group Policy; and
      - (3) the Employer remits the required premium for coverage.
    - b) The Elimination Period can be satisfied during a paid sabbatical, but benefits will not begin until the later of the end of the Elimination Period or the date the paid sabbatical was scheduled to end. In the

event a benefit is payable, it will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the paid sabbatical, or the salary for which premium was paid.

- c) Unless you return to active, eligible status on or before the date the paid sabbatical is scheduled to end, coverage extended during a paid sabbatical will terminate on the earlier of the date the paid sabbatical is scheduled to end or 12 months from the date the paid sabbatical began.

## 2. Contributory Coverage

- a) Coverage will continue provided that:

- (1) we receive written notice in advance of a paid sabbatical approved by the Employer which includes the beginning and ending dates of the leave and the amount of your covered salary; and
- (2) paid sabbaticals and the right to continue coverage during paid sabbaticals are available to all Employees in the same Eligible Class under the Group Policy; and
- (3) you continue to pay the required premium to the Employer without interruption and the Employer continues to remit premium to us on your behalf.

- b) The Elimination Period can be satisfied during a paid sabbatical, but benefits will not begin until the later of the end of the Elimination Period or the date the paid sabbatical was scheduled to end. In the event a benefit is payable, it will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the paid sabbatical, or the salary for which premium was paid.

- c) Unless you return to active, eligible status on or before the date the paid sabbatical is scheduled to end, coverage extended during a paid sabbatical will terminate on the earlier of the date the paid sabbatical is scheduled to end or 12 months from the date the paid sabbatical began, or the date you fail to pay the premium as required.

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

D. Unpaid Sabbatical - If you are a professional Employee (Administrator or Certified Teacher) on an unpaid sabbatical leave, coverage will continue subject to the following:

### 1. Noncontributory Coverage

- a) Coverage will continue provided that:

- (1) we receive written notice in advance of an unpaid sabbatical approved by the Employer which includes the beginning and ending dates of the unpaid sabbatical and the amount of your covered salary; and
- (2) unpaid sabbaticals and the right to continue coverage during unpaid sabbaticals are available to all Employees in the same Eligible Class under the Group Policy; and
- (3) the Employer remits the required premium for coverage.

- b) No benefits are payable during an unpaid sabbatical. If you become Disabled during such leave, the Elimination Period will begin on the date the unpaid sabbatical was scheduled to end. The benefit will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the unpaid sabbatical, or the salary for which premium was paid.

- c) Unless you return to active, eligible status on or before the date the unpaid sabbatical is scheduled to end, coverage extended during an unpaid sabbatical will terminate on the earlier of the date the unpaid sabbatical is scheduled to end or 12 months from the date the unpaid sabbatical began.

### 2. Contributory Coverage

- a) Coverage will continue provided that:

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

GLDI-C1000-(12/06)

## **VI. RULES FOR TRANSFER OF EMPLOYEES FROM PRIOR PLAN**

- A. If you were eligible for insurance and insured under the Prior Plan on the day before the Plan Effective Date, you can become insured on the Plan Effective Date without meeting the Active Work requirement under Section II.A.3.
- B. The LTD Benefit will be the lesser of the monthly benefit that would have been payable under the terms of the Prior Plan if it had remained in force, or the LTD Benefit as determined under the other provisions of this Group Policy. However, no benefits will be payable to you under the Group Policy if any benefits are payable to you under the Prior Plan.
- C. If you were eligible for insurance under the Prior Plan for more than 31 days but were not insured under the Prior Plan, you must provide Evidence of Insurability and be approved by us to become insured.
- D. Continuation of Coverage and Pre-existing Conditions. In calculating the coverage period for determining whether the Pre-existing Condition Exclusion applies, we will include any period of continuous coverage under the Prior Plan immediately preceding the date you became insured under the Group Policy.

GLDI-C1100-(12/06)

## **VII. REINSTATEMENT OF COVERAGE**

- A. If your coverage ends, you may become covered again as an Insured Person, subject to the following:
  1. If you cease to be an Eligible Person and coverage ends, and then you return to Active Work with the Employer again within 3 months, the Waiting Period will be waived on the first day of your return to Active Work and you will not have to provide Evidence of Insurability. If you become covered again under this paragraph, the Pre-existing Condition Exclusion will be applied as if there had been no gap in coverage.

2. If your coverage ends because you fail to make the required contribution while on an approved Family Medical Leave Act (FMLA) leave of absence, and then you return to Active Work and enroll for coverage within 31 days of the earlier of:
  - a) the end of the period of leave you and your Employer agreed upon; or
  - b) the end of the 12 week period following the date your leave began,then the Waiting Period will be waived and you will not have to provide Evidence of Insurability. If you become covered again under this paragraph and a Pre-existing Condition Exclusion applies, such Exclusion will be applied as if there had been no gap in coverage.
3. In all other cases, if your coverage ends because you fail to make the required contribution, you must provide Evidence of Insurability to become covered again.
4. In no event will insurance coverage be retroactive.

GLDI-C1200-(12/06)

## VIII. DEFINITION OF DISABILITY

- A. During the Elimination Period and your Own Occupation Period, **Disability and Disabled** mean you are, as a result of Physical Disease, Injury, Mental Disorder, Substance Abuse or Pregnancy, unable to perform a majority of the Material Duties of your Own Occupation.
- B. After your Own Occupation Period ends, **Disability and Disabled** mean you are, as a result of Physical Disease, Injury, Mental Disorder, Substance Abuse or Pregnancy, unable to perform a majority of the Material Duties of Any Occupation.
- C. Loss of License or Certification. For an Insured Person whose occupation requires a license, a restriction or loss of license does not, in itself, constitute a Disability.
- D. If, with Reasonable Accommodations, you could perform a majority of your Material Duties, you will not be considered Disabled. An Employer's failure or unwillingness to provide Reasonable Accommodations does not constitute the inability to perform a Material Duty. **Reasonable Accommodations** means modifications or adjustments in the work environment or the way things are usually done that would enable you to perform your Material Duties.
- E. Preventive Measures. Your inability to perform any of your Material Duties because of preventive treatments or other preventive measures does not, by itself, constitute a Disability.
- F. Your Own Occupation Period and Any Occupation Period are specified in the Schedule of Benefits.

GLDI-C1300-(12/06)

## IX. CUMULATIVE ELIMINATION PERIOD

- A. If, during the Elimination Period, you return to Active Work at your Own Occupation or Any Occupation with your Employer and you then become Disabled again from the same or related cause(s), the Elimination Period will be determined as follows:
  1. If your return to Active Work is for a total of ten or less working days, the Elimination Period will be counted from the first day of the first period of Disability. The number of days you return to work will be added to and extend the Elimination Period by that number of days.
  2. If the return to Active Work is for a total of more than ten working days, the Elimination Period will start over and apply in full to the new period of Disability.

B. For the purposes of this provision, any day for which you receive pay will be considered a working day.

GLDI-C1400-(12/06)

## **X. RECURRENT DISABILITY**

- A. If you return to work for your Employer from a Disability for which benefits were payable under the Group Policy and then become Disabled again due to the same or related cause, we will treat the separate periods of Disability as one period of continuous Disability, provided you are continuously insured under the Group Policy during the period of recovery and the period of recovery does not exceed 6 months. Benefits resume on the date your Disability recurs.
- B. If you return to work for your Employer from a Disability covered under the Group Policy and then become Disabled again due to an unrelated cause, we will treat the subsequent Disability as a new claim, subject to all of the terms of the Group Policy.
- C. If you return to work for your Employer from a Disability covered under the Group Policy and then become Disabled again more than 6 months after you return to work, the subsequent Disability will be treated as a new claim, subject to all of the terms of the Group Policy.
- D. For the purposes of this provision, if your occupation with the Employer does not allow you to be Actively at Work for the entire calendar year due to a seasonal or regularly scheduled employment break, we will consider you to have returned to work if you would have been able to return to work had work been regularly scheduled.

GLDI-C1500-(12/06)

## **XI. WHEN LTD BENEFITS END**

- A. Your LTD Benefits end automatically on the earliest of the following:
  - 1. The date you are no longer Disabled;
  - 2. The date your Maximum Benefit Period ends;
  - 3. The date you die;
  - 4. The date you become eligible for coverage under any other group LTD plan under which you become insured through employment;
  - 5. The date you fail to provide satisfactory objective medical evidence of continued Disability;
  - 6. The date you fail to comply with our request to be examined by a Physician, other medical practitioner and/or a vocational or rehabilitation expert of our choice;
  - 7. The date you refuse to accept an accommodated position, offered by your Employer, which you are able to perform, whether it is in your Own Occupation or Any Occupation;
  - 8. The date at which you have resided outside of the United States or Canada for 6 months;
  - 9. The date you are confined in a penal or correctional institution or under house arrest;
  - 10. The date you fail to comply with any requirements set forth in Section XIX, Responsibilities of Disabled Insureds.

GLDI-C1600-(12/06)

## **XII. PREDISABILITY EARNINGS**

- A. Predisability Earnings means your earnings in effect on your last full day of Active Work prior to becoming Disabled. Unless otherwise specifically provided for under the Group Policy, any subsequent change in your earnings will not affect your Predisability Earnings.

## B. Methods of Calculating Predisability Earnings

1. Salaried Employees. Your monthly Predisability Earnings are equal to your annual Predisability Earnings divided by twelve.
2. Hourly Employees. If you are paid hourly, your monthly Predisability Earnings will be based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, not to exceed 173.33 hours. If you do not have regular work hours, your monthly Predisability Earnings are based on the average number of hours you worked per month during the preceding 12 calendar months (or during your period of employment if less than 12 months), not to exceed 173.33 hours.

## C. Predisability Earnings includes the following:

1. your base rate of pay.

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

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

## E. Notwithstanding Section A above, in no event will your monthly Predisability Earnings exceed either the monthly salary for which premiums have been paid or the Maximum Monthly Covered Salary.

GLDI-C1700-(12/06)

## XIII. LTD BENEFIT CALCULATION

### A. **Gross LTD Benefit.** Your monthly Gross LTD Benefit is equal to the lesser of your monthly Predisability Earnings times the LTD Benefit Percentage, the Gross LTD Benefit Flat Amount, or the Maximum Monthly Benefit.

### B. **LTD Benefit**

1. If the month for which benefits are being calculated falls within the All Sources Period, your monthly LTD Benefit is equal to your monthly Gross LTD Benefit minus the excess, if any, of your monthly Gross LTD Benefit plus Deductible Income over the All Sources Threshold. (subject to the Minimum Monthly Benefit).
2. If the month for which benefits are being calculated falls after the All Sources Period, your monthly LTD Benefit is equal to your monthly Gross LTD Benefit minus Deductible Income (subject to the Minimum Monthly Benefit).

### C. All Sources Benefit Definitions

1. **All Sources Threshold** means 70% of your Predisability Earnings.

2. **All Sources Period** means the duration of benefits.

GLDI-1801-(12/06)

#### XIV. DEDUCTIBLE INCOME

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

Each month we will determine your LTD Benefit using the Deductible Income for the same monthly period, even if you receive the Deductible Income in another month.

- C. If you are paid Deductible Income in a lump sum, we will use the period of time to which the Deductible Income applies. If no period of time is stated, we will make a reasonable estimate.
- D. We will not estimate the amount of Deductible Income nor reduce your Gross LTD Benefit by any amounts for which applications or administrative appeals for Deductible Income are pending, provided that you:
1. apply for in good faith and pursue to our satisfaction all Deductible Income for which we determine you might be eligible;
  2. designate, at our request, an agent endorsed by us as your representative in the application process and cooperate with that representative at all stages of the application process;
  3. keep us informed on a timely basis of the status of all applications for Deductible Income;
  4. sign a Reimbursement Agreement; and
  5. pursue administrative appeals of Deductible Income denials.
- E. **Deductible Income** includes the following:
1. Sick pay (including donated amounts and paid time off);
  2. Annual or personal leave pay, severance pay, or other salary continuation payable to you by your Employer;
  3. Your Work Earnings;
  4. Any amount you receive or are eligible to receive because of your Disability under any of the following:
    - a) a Workers' Compensation Law to the extent we, at our discretion, determine that these amounts are of the general character as payments provided under the Group Policy for Disability;
    - b) the Jones Act;



- c) Maritime Doctrine of Maintenance, Wages or Cure;
  - d) Longshoremen's and Harbor Worker's Act;
  - e) any similar act or law;
5. The amount that you, your Spouse and children receive or are eligible to receive because of your disability or retirement benefits under:
- a) the United States Social Security Act;
  - b) the Canada Pension Plan;
  - c) the Quebec Pension Plan;
  - d) the Railroad Retirement Act; or
  - e) any similar Plan or Act;

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

6. Any amount you receive or are eligible to receive because of your Disability under any state disability income benefit law or similar law;
7. Except as specifically excluded in "Exceptions to Deductible Income", any amount you receive or are eligible to receive because of your Disability under automobile insurance or any group insurance coverage;
8. Retirement plans
- a) Any disability or retirement benefits you receive or are eligible to receive because of your Disability under your Employer's retirement plan, including a public employee retirement system, a state teacher retirement system, or a plan arranged and maintained by a union or employee association for the benefit of its members;
  - b) If any of these plans has two or more payment options, the option which comes closest to providing you a monthly income to age 65 with no survivor benefit will be used to determine Deductible Income;
  - c) Your and your Employer's contributions will be considered as distributed simultaneously throughout your lifetime, regardless of how funds are distributed from the retirement plan;
9. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law;
10. Any amount you receive or are eligible to receive from or on behalf of a third party because of your Disability, whether by judgment, settlement or other method. If you notify us before filing suit or settling your claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees;
11. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed;
12. Any amount you receive under any "no fault" motor vehicle plan.

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

- 1. Any cost of living increases in any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.
- 2. Reimbursement for hospital, medical or surgical expense;

3. Reasonable attorneys' fees incurred in connection with a claim for Deductible Income;
4. Benefits from any individual disability insurance policy;
5. Early retirement benefits under the Federal Social Security Act which are not received;
6. Group credit or mortgage disability insurance benefits;
7. Accelerated benefits paid under a life insurance policy;
8. Under your Employer's retirement plan, any amount you could have received upon termination of employment without being disabled or retired;
9. Benefits from the following:
  - a) Profit sharing plan;
  - b) Thrift or savings plan;
  - c) Deferred compensation plan;
  - d) Plan under IRC Section 401(k), 408(k), or 457;
  - e) Individual Retirement Account (IRA);
  - f) Tax Sheltered Annuity (TSA) under IRC Section 403(b);
  - g) Stock ownership plan;
  - h) Keogh (HR-10) plan;
  - i) Retirement plan under a professional service corporation with respect to principals.

GLDI-C1900-(12/06)

## **XV. BENEFITS AFTER INSURANCE ENDS OR IS CHANGED**

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

GLDI-C2000-(12/06)

## **XVI. EFFECT OF NEW DISABILITY**

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

GLDI-C2100-(12/06)

## **XVII. EXCLUSIONS**

- A. War. You are not covered for a Disability caused or contributed to by War or any act of War. War means a state or period of declared or undeclared war whether civil or international, any substantial armed conflict with organized forces of a military nature between nations, states or parties, or acts of terrorism.

- B. Criminal Conduct. You are not covered for a Disability caused or contributed to by your committing or attempting to commit an assault, battery, or any other crime. You are not covered for a Disability caused as a result of your engaging in an illegal activity, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.
- C. Military Leave. You are not covered for a Disability that occurs during any military leave for active duty, including training duty, the National Guard and Coast Guard, or any active or reserve component of the military forces of any state or country.
- D. Imprisonment. No LTD Benefits will be paid for any period of Disability when you are, for any reason, confined in a penal or correctional institution or under house arrest.
- E. Intentionally Self-Inflicted Injury-Suicide. You are not covered for a Disability caused or contributed to by an intentionally self-inflicted injury or attempted suicide, while sane or insane.

GLDI-C2200-(12/06)

## **XVIII. LIMITATIONS**

- A. Mental Disorders and Substance Abuse
  - 1. LTD Benefit payments based on a Mental Disorder or Substance Abuse are limited to 24 months for each period of continuous Disability. This is not a separate maximum for each such condition, but a combined maximum for Mental Disorders or Substance Abuse, either separate or combined.
  - 2. If your Disability is caused by Substance Abuse, you must be participating in an available rehabilitative program recommended by a Physician. An available rehabilitative program is a substance abuse program available to you through either: (i) another group plan of your employer (such as an Employee Assistance Program or Medical Plan); or (ii) services generally available to the public through local community services at no or minimal cost to you. Except as otherwise provided for below, LTD benefits will not be made beyond the earlier of the following:
    - a) the date on which LTD Benefits have been paid for the maximum duration specified in subsections A1 and A3 or under the Maximum Benefit Period;
    - b) the date you are no longer participating in the rehabilitative program;
    - c) the date you refuse to participate in an available rehabilitative program; or
    - d) the date you complete the rehabilitative program.
  - 3. Exception to 24 month limitation. If at the end of that 24 month period, you are confined in a Hospital, or other facility qualified to provide necessary care and treatment for Mental Disorders or Substance Abuse, for at least one day immediately following that 24 month period, LTD Benefits will continue during such confinement, not to exceed the Maximum Benefit Period.
- B. Foreign Residency. Payment of LTD Benefits is limited to 6 months for each period of continuous Disability while you reside outside of the United States or Canada.
- C. Payment Limit. In no event will the LTD Benefit plus Deductible Income plus Work Earnings exceed 100% of Predisability Earnings. In the event your LTD Benefit plus Deductible Income plus Work Earnings exceeds 100% of Predisability Earnings, the LTD Benefit will be reduced by the amount in excess of 100% of Predisability Earnings.

GLDI-C2300-(12/06)

## **XIX. RESPONSIBILITIES OF DISABLED INSURED PERSONS**

### **A. Your Obligations During A Period Of Disability**

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

**B. Our Right to Examine.** We may require you to be examined by a Physician, other medical practitioner and/or vocational expert of our choice, in addition to your obligation to be under the Regular Care of a Physician as specified above. In such case, we will pay for the additional examination. You must cooperate fully with the Physician, medical practitioner or vocational expert and give full effort to such examinations. We can require an examination as often as it is reasonable to do so. We may also require you to be interviewed by an authorized Company representative.

### **C. Insured Person's Failure to Comply**

1. We have the right to suspend benefits during any portion of a Disability in which you fail to comply with any of the requirements set forth in this Certificate.

2. We have the further right to terminate irrevocably all further benefits under the Group Policy when benefits have been suspended for a period of 6 consecutive months due to your failure to comply with any of the requirements of the Group Policy.

GLDI-C2400-(12/06)

## **XX. CLAIMS**

### **A. Notice of Claim**

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

### **B. Proof of Loss**

1. Proof of Loss means all the information necessary to determine that a loss occurred:
  - a) for which the Group Policy provides benefits; and
  - b) which is not subject to any exclusions; and
  - c) which meets all other conditions for benefits.
2. Written Proof of Loss must be furnished to us at our home office no later than 90 days after the end of the Elimination Period. If it is not possible to give proof within this time limit, it must be given as soon as reasonably possible, but not later than one year following the end of the 90 day period. These limits will not apply while an Insured Person lacks legal capacity.
3. Any items we may reasonably require in support of a claim, such as completed claims statements and a signed authorization for us to obtain information including tax information, must be submitted at your expense. If the required documentation is not provided within 60 days after we mail our request, your claim may be denied. No benefits will be paid until we receive Proof of Loss satisfactory to us.

### **C. Investigation of Claim**

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

### **D. Payment of Claims**

1. We will pay LTD Benefits within 30 days after we receive satisfactory Proof of Loss, but not before satisfaction of the Elimination Period.
2. Claim Payment Method. LTD Benefit payments that you qualify for will be paid to you as specified in the "Schedule of Benefits". Payments for partial weekly benefits will be pro-rated based on a 7 day week. Payments for partial monthly benefits will be pro-rated based on a 30 day month.
3. LTD Benefits payable at the time of your death will be paid to the person(s) receiving the "Survivor Benefit" if applicable. If no "Survivor Benefit" is paid, the unpaid LTD Benefits will be paid to your estate.

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

1. We will notify you of an adverse benefit determination within a reasonable period of time, but not later than 45 days after we receive satisfactory Proof of Loss. This period may be extended by us for up to 30 days, provided that we determine that such an extension is necessary due to matters beyond our control,

and provided that we notify you prior to the end of the initial 45 day period, of the circumstances requiring the extension of time and the date by which we expect to render a decision.

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

#### F. Review Procedure

1. If all or part of a claim is denied, you may request a review. A request for a review must be in writing and received by us within 120 days after you receive notice of the denial.
2. You may send us written comments or other items to support the claim and may review any non-privileged information that relates to the request for review.
3. We will review the claim promptly after we receive the request. We will send you a notice of our decision within 45 days after we receive the request, unless special circumstances require an extension. If we determine that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the expiration of the initial 45 day period. In no event will such extension exceed a period of 60 days from the end of the initial period.

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

GLDI-C2500-(12/06)

## **XXI. RIGHT TO REIMBURSEMENT**

- A. If we make benefit payments to you in excess of the amounts required by the provisions of this Group Policy or, if you receive retroactive benefits from any Deductible Income source for periods of time during which we paid benefits to you, you must reimburse us for any such excess, duplicate, or erroneous payments.
- B. Before any LTD Benefits are paid to you, you must execute and deliver to us a Reimbursement Agreement, provided by us, setting forth specific terms of reimbursement.
- C. Upon request, you must execute and deliver to us such documents as may be required, and do whatever else may be necessary, to secure our rights to recover any excess, duplicate, or erroneous payments.
- D. You must reimburse us in a satisfactory and timely manner for any payments made to which you were not entitled under the terms of this Policy. Such reimbursement will be due and payable immediately upon our notification to you. At our option, subsequent payment of benefits or the refund of any premium owed to you by us may be reduced or applied by us directly toward such reimbursement obligation. If you delay in

notifying us of your receipt of Deductible Income or in making reimbursement to us, we will have the right to charge interest at a reasonable rate on the delinquent amount owed to us.

- E. Our acceptance of premium or other fees, or our providing or paying of benefits, does not constitute a waiver of our rights to enforce the provisions of this section in the future. The provisions of this section are in addition to, and not in lieu of, any other rights or remedies available to us at law or in equity.

GLDI-C2600-(12/06)

## **XXII. SUBROGATION**

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

GLDI-C2700-(12/06)

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

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

GLDI-C2900-(12/06)

## **XXIV. INCONTESTABILITY PROVISIONS**

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

1. Any statements made by the Policyowner to obtain the Group Policy or made by an Employer to obtain coverage under the Group Policy is a representation and not a warranty.
2. No misrepresentation by the Policyowner or your Employer will be used as a basis for denying a claim, or for denying the validity of the Group Policy or your Employer's coverage under the Group Policy unless:
  - a) the Group Policy would not have been issued or your Employer's coverage under the Group Policy would not have been approved if we had known the truth; and
  - b) we have given the Policyowner or Employer a copy of a written instrument signed by the Policyowner or Employer which contains the misrepresentation.
3. The validity of the Group Policy or your Employer's coverage under the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations.

GLDI-C3000-(12/06)

## **XXV. CLERICAL ERROR AND MISSTATEMENT**

### **A. Clerical Error**

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

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

C. Your Employer acts on its own behalf as your agent, and not as our agent. Your Employer has no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

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

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

GLDI-C3100-(12/06)



## **XXVI. FRAUD**

- A. It is unlawful to knowingly provide false, incomplete or misleading facts or information with the intent of defrauding us. An application for insurance or claim containing any materially false or misleading information may lead to reduction, denial or termination of benefits or coverage under the Group Policy and recovery of any amounts we have paid.

GLDI-C3200-(12/06)

## **XXVII. TERMINATION OR AMENDMENT OF THE GROUP POLICY AND EMPLOYER COVERAGE**

- A. The Group Policy may be terminated, changed or amended in whole or in part by us or the Policyowner according to the terms of the Group Policy. Any such change or amendment may apply to current or future Employers and Eligible Persons covered under the Group Policy or to any separate classes or categories thereof. An Employer's coverage under the Group Policy may be terminated, changed or amended in whole or in part by us or the Employer according to the terms of the Group Policy.
- B. We may change the Group Policy and any Employer's coverage under the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyowner's or Employer's consent.
- C. We may terminate an Employer's coverage on any premium due date by giving the Employer not less than 31 days advance notice. An Employer may terminate coverage under the Group Policy in whole, and may terminate insurance for any class or group of Eligible Persons, at any time by giving us advanced written notice at least 31 days prior to such termination. Insurance will terminate automatically for nonpayment of premium.
- D. Benefits are limited to the terms of your Employer's coverage under the Group Policy, including any valid amendments. No change or amendment of your Employer's coverage will be valid unless it is approved in writing by one of our executive officers and delivered to your Employer. The Policyowner, your Employer and their respective employees or representatives have no right or authority to change or amend the Group Policy or your Employer's coverage under the Group Policy or to waive any terms or provisions thereof without our signed, written approval.

GLDI-C3300-(12/06)

## **XXVIII. SURVIVOR BENEFIT**

- A. If you die while LTD Benefits are payable, and on the date you die you have been continuously Disabled for at least 180 days, we will pay a Survivor Benefit as follows:
1. The Survivor Benefit will consist of a lump sum equal to 3 times the amount of your last LTD Benefit.
  2. The Survivor Benefit will first be applied to reduce any overpayment of your claim.
  3. The Survivor Benefit will be paid at our option to any one of the following:
    - a) Your surviving Spouse;
    - b) Your surviving unmarried children, including adopted children, under age 25;
    - c) Your surviving Spouse's unmarried children, including adopted children, under age 25;
    - d) Your estate.

GLDI-C6800-(12/06)

**AMENDMENT 1  
TO THE  
GROUP LONG TERM DISABILITY INSURANCE  
CERTIFICATE OF COVERAGE**

Employer: MUSKEGON AREA ISD

Plan Number: 10454

Eligible Class: 04) Wesley Special Education Teachers

This Amendment number 1 effective July 1, 2017 amends certain provisions of the Group Long Term Disability Insurance Certificate of Coverage as specified below. Provisions under this Amendment are subject to all the terms and conditions, limitations and exclusions of the Group Policy, unless otherwise stated herein.

1. The following is hereby added to part B. 2. under section 'III. BECOMING INSURED'

'c) Once enrolled in the Long Term Disability Insurance plan, you may increase your election by up to 10% without Evidence of Insurability within 30 days of one of the following Qualifying Events:

- (1) Change in marital status;
- (2) Birth / adoption of a child;
- (3) Permanent increase in hours worked of at least 10 hours per week (can occur no more than once per 12-month period);
- (4) Permanent change in job classification which results in a salary increase of at least 20%.

The increased election must be an increment of \$100 and may not exceed 60% of Predisability Earnings or \$5,000, whichever is less.'

2. Under part XIV. DEDUCTIBLE INCOME, the following is hereby added to part E. item 6.:

'You must apply for any state disability plan benefits within 12 months of the date Disability commences.'

3. Under part XVII. EXCLUSIONS, item F. is hereby added as follows:

'F. Pre-existing Conditions.

1. If your Disability is caused or contributed to by a Pre-existing Condition, or medical or surgical treatment of a Pre-existing Condition:

- a) You are not covered for that Disability unless you have been continuously insured under the Group Policy for at least 12 months and have been Actively at Work for at least one full day after the end of that 12 months.
- b) If, after an increase in your LTD benefit, you become Disabled because of a Pre-existing Condition within 12 months after the effective date of the increase in the LTD Benefit, you will be eligible for the LTD Benefit which was in effect before the increased LTD Benefit. You must be continuously insured under the Group Policy for at least 12 months after the effective date of the increased LTD Benefit and have been Actively at Work for at least one full day after the end of that 12 months to be eligible for the increased LTD Benefit amount.

2. **Pre-existing Condition** means a mental or physical condition whether or not diagnosed or misdiagnosed for which you have consulted a Physician or other licensed medical professional, received medical treatment, services or advice, undergone diagnostic procedures, including self-administered procedures, or taken prescribed drugs or medications at any time during the 12 month period just before the effective date of your insurance under the Group Policy, or the effective date of any subsequent increase in the LTD Benefit.'