



Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, WA 98004-5135

Telephone: 1-800-SYMETRA or 1-800-796-3872

Important information regarding your Certificate of Insurance:

This Certificate evidencing your insurance coverage is made available to you by your group insurance policyholder.

Symetra Life Insurance Company is only responsible for the accuracy of the Certificate which Symetra provides to the policyholder. The policyholder is **solely** responsible for the accuracy of the information contained herein.

From time to time your Certificate may be modified by Symetra, and an updated electronic Certificate will be made available to you by the policyholder. You are advised to periodically review your Certificate to ensure that you have the most current version.

You have the right to request a paper copy of your current Certificate at any time. If you wish to receive a paper copy of your Certificate you may obtain one by contacting the policyholder.



Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200 | Bellevue, WA 98004-5135
Mailing Address: PO Box 84068 | Seattle, WA 98124-9918
Phone 1-800-796-3872 | TTY/TDD 1-800-833-6388

COMPLAINT NOTICE

Should any dispute arise about your policy premium or about a claim that you have filed, first write to Symetra Life Insurance Company or your agent. If the dispute is not resolved, write to:

**California Department of Insurance
Consumer Service Division
300 South Spring Street
Los Angeles, California 90013
Telephone Number: 1-800-927-HELP
(4357)
Out of State Callers: 1-213-897-8921**

The California Department of Insurance should be contacted only after communication with Symetra or your agent have failed to resolve the dispute.

This notice of complaint procedure is for information only and does not become a part or condition of this policy.



City of Turlock

01 016524 00

Employee Benefits

Insurance Certificate

LONG TERM DISABILITY INCOME INSURANCE

CLASS 2



Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135

Symetra Life Insurance Company is known as Symetra in this certificate.

"You" and "your" refer to the insured employee in this certificate.

This certificate summarizes the major parts of the policy under which you are insured. Your insurance is subject to all the terms of the policy. This certificate replaces all others previously issued.

Signed for Symetra at its Home Office as of the policy effective date.

Michael Fry,
Executive Vice President

Thomas M. Marra,
President

THE CONSUMER SERVICES DIVISION OF THE DEPARTMENT OF INSURANCE SHOULD BE CONTACTED ONLY AFTER CONTACTS BETWEEN YOU AND THE INSURANCE COMPANY OR ITS AGENT OR OTHER REPRESENTATIVE HAVE FAILED TO PRODUCE A SATISFACTORY SOLUTION TO A PROBLEM. THE CONSUMER SERVICES DIVISION MAY BE REACHED BY WRITING TO: 300 S. SPRING STREET, LOS ANGELES, CA 90013, OR BY CALLING 1-800-927-HELP.

READ THIS CERTIFICATE CAREFULLY

GROUP LONG TERM DISABILITY INSURANCE

CERTIFICATE OF COVERAGE

Policyholder: City of Turlock
Policy Number: 01 016524 00
Policy Effective Date: September 1, 2013

Symetra Life Insurance Company (referred to as "the Company", "we", "us", or "our") welcomes your employer as a client.

This is your certificate of coverage as long as you are eligible for coverage and you become insured. You will want to read it carefully and keep it in a safe place.

Your certificate of coverage is written in plain English. There are a few terms and provisions written as required by insurance law. If you have any questions about any of the terms and provisions, please consult our claims paying office. We will assist you in understanding your benefits.

If the terms and provisions of the certificate of coverage (issued to you) differ from the policy (issued to the Policyholder), the policy will govern. Your coverage may be canceled or changed in whole or in part under the terms and provisions of the policy.

The policy is delivered in and is governed by the laws of California and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

For purposes of effective dates and ending dates under the group policy, all days begin at 12:00 midnight and end at 12:01 a.m. at the policyholder's address.

TO ENSURE THAT YOU AND YOUR EMPLOYER DO NOT INCUR ADDED INSURANCE COSTS DUE TO FRAUD, WE PROMISE TO FOCUS ON ALL LEGAL MEANS NECESSARY TO SUPPORT FRAUD DETECTION, INVESTIGATION, AND PROSECUTION.

To Our California Insureds:

We are here to serve you . . .

As our insured, your satisfaction is very important to us. Should you have a valid claim, we fully expect to provide a fair settlement in a timely fashion. In the event you need to contact someone about this policy for any reason, please contact your agent. If you have additional questions, you may contact us at the following address and toll-free telephone number:

Claims Department
P. O. Box 1230
Enfield, CT 06083
Toll Free Number: 1-877-377-6773
Fax Number: 1-877-737-3650

If you are not satisfied . . .

Should you feel you are not being treated fairly and you have been unable to contact or obtain satisfaction from us or the agent, we want you to know you may contact the California Department of Insurance with your complaint and seek assistance from the governmental agency that regulates insurance.

To contact the Department, write or call:

Consumer Services Division
California Department of Insurance
300 South Spring Street
Los Angeles, CA 90013
Telephone number: 1-800-927-HELP

TABLE OF CONTENTS

Your certificate is divided into the following sections:

SECTION 1 - HIGHLIGHTS OF YOUR PLAN

SECTION 2 - GENERAL INFORMATION

SECTION 3 - ELIGIBILITY FOR COVERAGE

SECTION 4 - BENEFIT SPECIFICS

- disability defined
- details on calculating benefit payments
- exclusions and limitations that may apply

SECTION 5 - CLAIM INFORMATION

SECTION 6 - ADDITIONS TO YOUR LTD PLAN

For your ease in finding information in your certificate, we:

- Start each section with a summary of the contents and the terms we define in the section.
- Shade all of the defined terms within a section.

SECTION 1: HIGHLIGHTS OF YOUR LTD PLAN

This is a brief overview of your plan of benefits. We refer to these terms often throughout this certificate. Whenever we use these terms in the certificate, they have the following meaning, unless we advise you otherwise.

Eligible Class 2 = All full-time management employees who are citizens or permanent legal residents of the United States.

You must be working at least 32 hours per week.

Benefit Percentage = 66 2/3%

Maximum Payment Amount = \$10,000*

* We may reduce the amount we pay you by other income amounts, including earnings actually paid from work while disabled. Some disabilities may not be covered under this plan.

Minimum Payment Amount = The greater of \$100 or 10% of your gross disability payment you receive from us.

We may apply all payments to you toward overpayments.

Elimination Period = The later of 60 days after the date disability begins or the date accumulated sick leave ends or the date short term disability payments to you end.

Pre-disability earnings means your gross monthly rate of earnings from the employer in effect just prior to the date disability begins. It does not include commissions, bonuses, overtime pay or other extra compensation.

If your disability begins while you are on a covered layoff or leave of absence, we will use your pre-disability earnings from the employer in effect just before the date your absence begins.

Our payments to you will be based on the amount of your pre-disability earnings covered by this plan and for which premium has been paid.

**SECTION 1: HIGHLIGHTS OF YOUR LTD PLAN
(continued)**

Maximum Payment Duration

Social Security Normal Retirement Age

<u>Age When Disability Begins</u>	<u>Maximum Payment Duration</u>
Less than age 60	To Social Security Normal Retirement Age (SSNRA)
60	60 months or to SSNRA, whichever is greater
61	48 months or to SSNRA, whichever is greater
62	42 months or to SSNRA, whichever is greater
63	36 months or to SSNRA, whichever is greater
64	30 months or to SSNRA, whichever is greater
65	24 months
66	21 months
67	18 months
68	15 months
69 and over	12 months

Social Security Normal Retirement Age (SSNRA) means the age at which you are eligible for Social Security full retirement benefits.

Waiting Period:

If you are in an eligible class on or before the plan effective date: None.

If you are entering an eligible class after the plan effective date: The first of the month following 30 days of continuous employment.

If your employment ends and you are rehired by the same employer within 1 year, we will apply your previous employment in an eligible class toward completing the waiting period. All other provisions of this plan apply.

Cost of Coverage:

The employer pays the cost of your coverage.

Waiver of Premium: The cost of your coverage will be suspended for any period of time during which you are disabled under this plan and eligible to receive a monthly payment from us. If you return to active employment with the employer, and want your coverage to continue, the cost of your coverage must begin to be paid again.

SUMMARY OF THE GENERAL INFORMATION SECTION 2

What will you find in this section?

- information we have access to
- how we use statements made in applying for coverage
- insurance fraud
- time limits for legal proceedings

What terms do we define in this section?

- you
- we
- us
- our
- employee
- employer
- insured
- plan

SECTION 2: GENERAL INFORMATION

WHAT IS THE CERTIFICATE OF COVERAGE?

This certificate of coverage is a written statement prepared by us and may include attachments. It tells you:

- the coverage to which you may be entitled
- to whom we make payments

AND

- the limitations, exclusions and requirements applying to a plan.

You means an employee who is eligible for the coverage of this plan.

We, us and our means the Insurance Company named on the first page of your Certificate of Coverage.

Employee means a person in active employment with the employer unless we advise you otherwise. This plan excludes temporary and seasonal workers from coverage.

Employer means individual, company or corporation where you are in active employment, and includes any division, subsidiary or affiliated company named in the policy.

Insured means a person covered under this plan.

Plan means a line of coverage under the policy.

SECTION 2: GENERAL INFORMATION (continued)

TO WHAT INFORMATION DO WE HAVE ACCESS?

The employer will give us information about you including:

- if you are eligible for coverage
- if your amount of coverage changes, including salary change information
- if your coverage terminates
- other information we may reasonably require.

The employer's records that we believe have a bearing on coverage under this plan are open for our inspection at any reasonable time.

Clerical error or omission will not:

- prevent you from receiving coverage
- affect the amount of your coverage

OR

- effect or continue your coverage if it should not be in effect or continue in effect.

HOW CAN WE USE STATEMENTS YOU OR THE EMPLOYER MADE IN APPLYING FOR COVERAGE? WHAT IF FACTS ABOUT YOU ARE NOT ACCURATE?

ENTIRE CONTRACT; CHANGES - The policy, the policyholder's application, if any, and the individual applications, if any, of the employees constitute(s) the entire contract between the parties, and any statement made by the employer or by any employee shall, in the absence of fraud, be deemed a representation and not a warranty. No such statement shall be used in defense to a claim hereunder unless it is contained in a written application, nor shall any such statement of the policyholder, except a fraudulent misstatement, be used at all to void the policy after it has been in force for two years from the date of its issue, nor shall any such statement of any employee eligible for coverage under the policy, except a fraudulent misstatement, be used at all in defense to a claim for loss incurred or disability (as defined in the policy) commencing after the insurance coverage with respect to which claim is made has been in effect for two years from the date it became effective.

No change in the policy shall be valid unless approved by an executive officer of ours and unless such approval be endorsed herein or attached hereto. No agent has authority to change the policy or waive any of its provisions.

TIME LIMITS ON CERTAIN DEFENSES - After two years from the date of issue of this policy, no misstatement, except a fraudulent misstatement, made by you in your application shall be used to void the policy; and after two years from the effective date of the coverage with respect to which any claim is made no misstatement of any employee eligible for coverage under the policy, except a fraudulent misstatement, made in an application under the policy shall be used to deny a claim for loss incurred or disability (as defined in the policy) commencing after expiration of such two years.

No claim for loss incurred or disability (as defined in the policy) commencing after two years from the effective date of the insurance coverage with respect to which the claim is made shall be reduced or denied on the ground that a disease or physical condition, not excluded from coverage by name or specific description effective on the date of loss, had existed prior to the effective date of the coverage with respect to which the claim is made.

**SECTION 2: GENERAL INFORMATION
(continued)**

HOW WILL WE HANDLE INSURANCE FRAUD?

We promise to focus on all means necessary to support fraud detection, investigation, and prosecution. We will pursue all appropriate legal remedies in the event of insurance fraud.

DOES THE EMPLOYER ACT AS YOUR AGENT?

For all purposes of the policy, the employer acts on its own behalf or as your agent. The employer is not our agent.

DOES THIS PLAN REPLACE OR AFFECT ANY REQUIREMENT FOR WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE?

The plan does not replace or affect requirements for coverage by Workers' Compensation Insurance or state disability insurance.

NOTICE OF CLAIM

Written notice of claim must be given to us within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by you or on your behalf to us at our offices or to any authorized agent of ours, with information sufficient to identify you, shall be deemed notice to us.

CLAIM FORMS

We, upon receipt of a written notice of claim, will furnish to you such forms as are usually furnished by us for filing proof of loss. If such forms are not furnished within 15 days after the giving of such notice you shall be deemed to have complied with the requirements of the policy as to proof of loss upon submitting, within the time fixed in the policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

SECTION 2: GENERAL INFORMATION (continued)

PROOF OF LOSS

Written proof of loss must be furnished to us, in case of claim for loss for which the policy provides any periodic payment contingent upon continuing loss, within 90 days after the termination of the period for which we are liable, and in case of claim for any other loss, within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of your legal capacity, later than one year from the time proof is otherwise required.

TIME OF PAYMENT OF CLAIM

Subject to due written proof of loss, all indemnities for loss for which the policy provides payment will be paid (to you) as they accrue and any balance remaining unpaid at termination of the period of liability will be paid (to you) immediately upon receipt of due written proof.

PAYMENT OF CLAIMS

Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the insured employee. Any other accrued indemnities unpaid at the time of your death may, at our option, be paid either to such beneficiary or to such estate. All other indemnities will be payable to you.

If any indemnity of the policy shall be payable to your estate or to a beneficiary or other person who is a minor or otherwise not competent to give a valid release, we may pay such indemnity up to an amount not exceeding \$1,000 to any relative of such person's by blood or connection by marriage who is deemed by us to be equitably entitled thereto. Any payment made by us in good faith pursuant to this provision shall fully discharge us to the extent of such payment.

PHYSICAL EXAMINATION AND AUTOPSY

We, at our own expense, shall have the right and opportunity to examine the person of any individual whose injury or sickness is the basis of claim when and as often as we may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.

SECTION 2: GENERAL INFORMATION
(continued)

WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?

LEGAL ACTIONS - No action at law or in equity shall be brought to recover on the policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

SUMMARY OF THE ELIGIBILITY FOR COVERAGE SECTION 3

What will you find in this section?

- eligibility for coverage
- waiting period
- when coverage becomes effective
- evidence of insurability requirements
- what happens to coverage during a lay-off, leave of absence or a family or medical leave of absence
- when coverage under this plan ends

What terms do we define in this section?

- waiting period
- active employment
- work site
- evidence of insurability
- layoff
- leave of absence
- family or medical leave of absence

SECTION 3: ELIGIBILITY FOR COVERAGE

WHEN ARE YOU ELIGIBLE FOR COVERAGE?

If you are in an eligible class you may apply for coverage under this plan on the later of:

- the date the plan is effective

OR

- the date you complete the waiting period.

WHAT IS YOUR WAITING PERIOD?

Your waiting period appears in the PLAN HIGHLIGHTS.

Waiting period is the number of days you must be in active employment in an eligible class before you may apply for coverage.

If you have been continuously employed by the employer but were not in an eligible class, we will apply any prior period of work with the employer toward the waiting period.

Active employment means you are:

- working for the employer at your work site for earnings the employer pays on a regular basis;

AND

- performing the duties of your usual occupation on your normal (i.e. part-time or full-time) basis.

Active employment includes normal non-work days such as vacation, weekends and holidays.

Your work site must be:

- the employer's usual place of business;
- an alternative location if directed by the employer;

OR

- a location to which your occupation requires you to travel.

**SECTION 3: ELIGIBILITY FOR COVERAGE
(continued)**

WHEN DOES YOUR COVERAGE BECOME EFFECTIVE?

Your coverage will be effective on the day determined as follows:

If you apply for coverage within the first 31 days after the date you are first eligible to apply AND

-you are paying for some or all of the cost of your coverage	THEN	your coverage is effective on the date you apply.
---	------	--

OR

-you are not paying for any of the cost of your coverage	THEN	your coverage is effective on the date you are eligible.
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SECTION 3: ELIGIBILITY FOR COVERAGE (continued)

WHEN IS EVIDENCE OF INSURABILITY REQUIRED?

You will need to provide evidence of insurability to us with your application if you:

- apply for coverage more than 31 days after the date you are first eligible to apply;
- OR
- voluntarily terminate your coverage and want to reapply for coverage.

You must apply for coverage in writing through the employer and use an approved application form. Your coverage will be effective on the date we approve your application.

Evidence of insurability means a statement of your medical history which we will use to assess if you will be approved for coverage.

WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT ON THE DATE YOUR COVERAGE WOULD BE EFFECTIVE?

If you are not in active employment as a result of your injury or a sickness then your coverage will be effective on the date you return to active employment. This applies to your initial coverage, as well as any increases or additions to coverage occurring after your initial coverage is effective.

WILL YOUR COVERAGE CONTINUE IF YOU ARE ON A LAY-OFF OR LEAVE OF ABSENCE?

Your employer may continue your coverage if you are on a lay-off or on an approved leave of absence. Your coverage may continue through the end of the month following the month in which your layoff or leave of absence begins. The cost of your coverage must be paid during the layoff or leave of absence period.

Layoff or leave of absence means the employer has agreed in writing and in advance to a temporary absence from active employment for a specified period of time. Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.

SECTION 3: ELIGIBILITY FOR COVERAGE (continued)

WHAT HAPPENS TO YOUR COVERAGE IF YOU ARE ON A FAMILY OR MEDICAL LEAVE OF ABSENCE?

If you are on a family or medical leave of absence, your coverage will be governed by the employer's Human Resource policy on family and medical leaves of absence.

We will continue your coverage if the following conditions are met:

- premiums for the cost of your continued coverage are paid;

AND

- your leave is approved in advance and in writing by the employer.

Your coverage will continue for up to [the greater of:

- the leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments;

OR

- the leave period required by applicable state law.]

While you are on an approved family or medical leave of absence, we will use earnings from your regular occupation you were performing just prior to the date your leave of absence started to determine our payments to you.

If your coverage does not continue during a family or medical leave of absence, then when you return to active employment:

- you will not have to meet a new waiting period, including a waiting period for coverage of a pre-existing condition;

AND

- you will not have to give us evidence of insurability to reinstate the coverage you had in effect before your leave began.

Family and medical leave of absence means a leave of absence for the birth, adoption or foster care of a child, or for the care of you, your child, spouse or parent who has a serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 and any amendments, or by applicable state law.

SECTION 3: ELIGIBILITY FOR COVERAGE (continued)

WHEN DOES YOUR COVERAGE UNDER THIS PLAN END?

Your coverage under this plan will end on the earliest of the following:

- the date the policy or plan terminates
- the date you are no longer in an eligible class
- the date your class is no longer eligible for coverage
- the last day for which premium for your coverage has been paid
- the date you cease active employment with the employer, unless you are disabled or on an approved layoff or leave of absence.

We will provide coverage for a payable disability claim that occurs while you are covered under the policy or plan.

SUMMARY OF THE LONG TERM DISABILITY BENEFIT SPECIFICS SECTION 4

What will you find in this section?

- what disability means
- when monthly payments start
- returning to work during the elimination period
- requirements of care from a doctor
- when will we not cover a disability
- what happens if the employer changes insurance plans
- our payment if you are disabled and not working
- our payment if you are disabled and working
- what are (and are not) other income amounts
- cost of living increases to any other income amounts
- payment limitations
- when monthly payments stop
- temporary recovery

What terms do we define in this section?

- total disability
- partial disability
- substantial and material acts
- usual occupation
- sickness
- injury
- elimination period
- regular care
- doctor
- pre-existing condition
- prior group insurance plan
- maximum monthly payment
- gross monthly payment
- minimum monthly payment
- maximum capacity
- retirement plan
- disability benefits under a retirement plan
- retirement benefits under a retirement plan
- eligible retirement plan
- mental illness
- substance abuse
- maximum payment duration

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

WHAT DOES DISABILITY MEAN?

You will be considered disabled if you meet the definition of total disability, included below:

Total disability means that, as a result of sickness or injury, you are not able to perform with reasonable continuity the substantial and material acts necessary to pursue your usual occupation in the usual or customary way.

You will also be considered disabled if you meet the definition of partial disability, included below:

Partial disability means that you are not totally disabled and while working in your usual occupation, as a result of sickness or injury, you are unable to earn more than 80% of your indexed pre-disability earnings.

Usual occupation means any employment, business, trade, or profession and the substantial and material acts of the occupation you were regularly performing for the employer when your disability began. Usual occupation is not necessarily limited to the specific job you performed for the employer.

Substantial and material acts means the important tasks, functions, and operations generally required by employers from those engaged in your usual occupation that cannot be reasonably omitted or modified.

In determining what substantial and material acts are necessary to pursue your usual occupation, we will first look at the specific duties required by your employer. If you are unable to perform one or more of these duties with reasonable continuity, we will then determine whether those duties are customarily required of other employees engaged in your usual occupation. If specific, material duties required of you by your employer differ from the material duties customarily required of other employees engaged in your usual occupation, then we will not consider those duties in determining what substantial and material acts are necessary to pursue your usual occupation.

Sickness means an illness or disease.

Injury means an illness or condition that is not due to sickness.

Total and Partial Disability
- usual occ

**SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)**

DOES YOUR DISABILITY NEED TO CONTINUE FOR A PERIOD OF TIME BEFORE OUR PAYMENTS TO YOU BEGIN?

Your disability must continue through the elimination period before we begin making payments to you.

Elimination period is a period of continuous days of disability. The elimination period begins on the first day of your disability.

WHAT HAPPENS IF YOU RETURN TO WORK DURING THE ELIMINATION PERIOD?

We will consider your disability continuous if you have one or more periods of temporary recovery during the elimination period for a maximum of 30 days AND become disabled again due to the same sickness or injury.

Temporary recovery means any time when you are not disabled. The days you are not disabled will not count toward the elimination period.

**SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)**

DO YOU NEED TO BE UNDER THE CARE OF A DOCTOR?

We require you to be under the regular care of a doctor for the sickness or injury causing your disability in order to be eligible to receive payments from us.

Regular care means:

- you personally visit a doctor as often as is medically required to effectively manage and treat your disabling condition(s), according to generally accepted medical standards;

AND

- you are receiving appropriate treatment and care, according to generally accepted medical standards. Treatment and care for the sickness or injury causing your disability must be given by a doctor whose specialty or experience is appropriate.

Doctor means a person:

- regularly performing tasks that are within the limits of the person's medical license;

AND

- who is licensed to practice medicine and prescribe and administer drugs or to perform surgery;
- with a doctoral degree in Psychology (Ph.D. or Psy.D.) and whose primary practice is treating patients; or
- who is a legally qualified medical practitioner according to the laws and regulations of the jurisdiction in which regular care is being given.

We will not recognize you, your spouse, children, parents, or siblings as a doctor for a claim you submit.

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS (continued)

MAY WE REQUIRE YOU TO BE EXAMINED BY INDIVIDUALS OTHER THAN THE DOCTOR PROVIDING REGULAR CARE?

We, at our own expense, may require you to be physically examined by doctor(s) or other medical practitioner(s) of our choice when and as often as we may reasonably require during the pendency of your claim.

WHEN WILL WE NOT COVER A DISABILITY?

We will not cover a disability if it is due to:

- war, declared or not, or any act of war;
- intentionally self-inflicted injuries or illness, while sane or insane;
- your active participation in a riot;
- your attempt to commit or your commission of a felony under federal or state law, or your being engaged in an illegal occupation;
- your service in the armed forces, military reserves or National Guard of any country or International authority, or in a civilian unit serving with such forces;
- cosmetic or reconstructive surgery, except for complications arising from any such surgery or for surgery necessary to correct a deformity caused by accidental injury or sickness; or
- an injury sustained or contracted by being intoxicated or under the influence of any narcotic unless administered on the advice of a doctor.

No benefits are payable for any period of disability for which you are not under the regular care of a doctor.

If your professional or occupational license or your certification is suspended, revoked or surrendered, loss of your license or certification, by itself, does not mean you are disabled.

**SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)**

WHEN WILL WE NOT COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?

You are not covered for a disability caused or substantially contributed to by a pre-existing condition or medical or surgical treatment of a pre-existing condition, as follows:

Pre-existing condition means:

- You received medical treatment, care or services for a diagnosed condition or took prescribed medication for a diagnosed condition in the 3 months immediately prior to the effective date of your coverage under the policy; or
- You suffered from a physical or mental condition, whether diagnosed or undiagnosed, which was misrepresented or not disclosed in your application (i) and you received a physician's advice or treatment for such condition within 3 months before the effective date of your coverage, or (ii) which caused symptoms within 3 months before the effective date of your coverage for which a prudent person would usually seek medical advice or treatment; and
- the disability caused or substantially contributed to by the condition referred to in the two preceding bullets begins in the first 12 months after the effective date of your coverage under the policy.

**SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)**

WHAT IF THE EMPLOYER CHANGES INSURANCE PLANS AND YOU ARE NOT IN ACTIVE EMPLOYMENT DUE TO AN INJURY OR SICKNESS ON THE EFFECTIVE DATE OF THIS PLAN?

Continuity of Coverage

We will cover you under this plan if you were insured by the prior group insurance plan, and the cost of your coverage under the prior group insurance plan was paid.

Our payments to you will be limited to the monthly amount the prior group insurance plan would have paid you had the plan stayed in effect. Our payments will be reduced by any amount the prior group insurance plan is responsible for paying.

Prior group insurance plan means the group long term disability plan in effect with the employer just before the effective date of this plan.

**SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)**

WHAT IF YOU WERE INSURED BY THE PRIOR GROUP INSURANCE PLAN AND BECOME DISABLED UNDER THIS PLAN DUE TO A PRE-EXISTING CONDITION?

Continuity of Coverage

If you were insured by the prior group insurance plan just before you become eligible for coverage under this plan; you are in active employment; and you are insured under this plan, then you may be eligible for payments from us under this plan if your disability is due to a pre-existing condition.

In order to receive payments from us, you must meet the pre-existing condition exclusion of:

- this plan;

OR

- the prior group insurance plan had the plan stayed in effect.

We will consider the total amount of time you were continuously insured under both the prior group insurance plan and this plan to determine if you satisfy the pre-existing condition exclusion. If you cannot satisfy the pre-existing condition exclusion of either plan then we will not pay you a disability benefit.

We will determine our payments to you using the provisions of this plan, but your monthly payment will not be more than the maximum monthly payment of the prior group insurance plan. Your monthly payments will end on the earlier of the following dates:

- the end of the maximum payment duration under this plan;

OR

- the date benefits would have ended under the prior group insurance plan if the plan had stayed in effect.

**SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)**

HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND NOT WORKING OR DISABLED AND WORKING, EARNING LESS THAN 20% OF YOUR INDEXED PRE-DISABILITY EARNINGS?

Our payment will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.
- Step 2: Compare this amount to the maximum monthly payment for this plan.
- Step 3: Take the lesser of the amounts from Steps 1 and 2. This is your gross monthly payment.
- Step 4: Subtract from the gross monthly payment any other income amounts except any recovery work earnings. This is the payment that you may receive.

HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN 20% AND 80% OF YOUR INDEXED PRE-DISABILITY EARNINGS?

Our payment to you for 24 months will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.
- Step 2: Compare this amount to the maximum monthly payment for this plan.
- Step 3: Take the lesser of the amounts from Steps 1 and 2. This is your gross monthly payment.
- Step 4: Subtract from the gross monthly payment any other income amounts, except recovery work earnings.
- Step 5: From the result of Step 4, subtract any recovery work earnings that, when added to the gross monthly payment, exceed 100% of your indexed pre-disability earnings. This is the LTD benefit you may receive.

Our payment to you after 24 months will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.
- Step 2: Compare this amount to the maximum monthly payment for this plan.
- Step 3: Take the lesser of the amounts from Steps 1 and 2. This is your gross monthly payment.
- Step 4: Subtract from the gross monthly payment:
 - 100% of any other income amounts except any recovery work earnings; AND
 - 50% of any recovery work earnings. This is the LTD payment that you may receive.

Your loss of earnings must be as a result of or due to the same sickness or injury for which you are disabled.

IF YOU ARE DISABLED AND WORKING, EARNING MORE THAN 80% OF YOUR INDEXED PRE-DISABILITY EARNINGS, NO PAYMENT WILL BE MADE.

Use with direct issue LTD with limited
100% work incentive benefit

**SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)**

Maximum monthly payment means the maximum monthly amount for which you are insured under this plan.

Minimum monthly payment means the minimum monthly amount for which you are insured under this plan, except where necessary to recover an overpayment.

Gross monthly payment means the maximum payment amount before we subtract other income amounts.

Indexed pre-disability earnings means your basic monthly earnings in effect just prior to the date your disability began adjusted on the first anniversary of benefit payments and each following anniversary. Each adjustment will be based on the current annual percentage increase in the Consumer Price Index. The Consumer Price Index means the CPI-W as published by the U.S. Department of Labor. We reserve the right to use some other similar measurement if the U.S. Department of Labor changes or stops publishing the CPI-W.

Your pre-disability earnings, benefit percentage, and maximum monthly payment appear in the PLAN HIGHLIGHTS.]

limited 100%

**SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)**

WHAT IF YOUR CURRENT INCOME FLUCTUATES?

If your current income fluctuates, we may average amounts over a three (3) consecutive month period of time.

WHAT IF YOU ARE DISABLED FOR ONLY PART OF A MONTH?

Your monthly payment from us is pro-rated. This means that if you are disabled for only part of a month, you will receive a payment equal to 1/30th of a full monthly payment for each day of the month you are disabled.

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS (continued)

WHAT ARE OTHER INCOME AMOUNTS?

Other income amounts must be payable as a result of the same disability for which you are receiving a payment from us, except for retirement benefits and any recovery work earnings. Other income amounts are amounts paid to you, other than payments you are receiving from us, that include:

- primary (insured) and dependents (children and/or spouse) disability benefits under the United States Social Security Act, Canadian Pension Plan, Quebec Pension Plan, or any similar plan or act (e.g. Railroad Retirement Act);
- temporary disability benefits under a workers compensation law;
- amounts received under any other occupational disease law or similar act (e.g. Longshoremen's and Harbor Worker's Act, Maritime Doctrine of Maintenance, Wages and Cure);
- disability benefits under the Jones Act;
- disability benefits under any state's compulsory/statutory benefit law (e.g. state disability income benefits);
- disability benefits under any government retirement system (e.g. CalPERS);
- disability benefits under a current or former employer's retirement plan (e.g. private employer retirement plans);
- third party liability payments by judgment, settlement or otherwise (less attorneys' fees);
- retirement benefits under: (i) the United States Social Security Act, Canadian Pension Plan, Quebec Pensions Plan, or any similar plan or act (e.g. Railroad Retirement Act); and (ii) a current or former employer's retirement plan (e.g. private employer retirement plans);
- sick pay;
- amounts received by compromise or settlement of any claim for permitted offsets (less attorneys' fees);
- formal written salary continuation plans;
- personal time off;
- annual leave pay; and
- earnings actually paid from work while disabled ("recovery work earnings"), provided that:
 - for no less than the first 12 months benefits are payable while working, the amount of offset shall be limited to the amount of recovery work earnings that, when added to the disability benefit payable (i.e. the gross benefit), exceed 100% of your indexed pre-disability earnings;
 - we will include as recovery work earnings only those earnings from work you perform for your employer or for another employer for whom you became employed after your disability began; and
 - after 12 months of benefits payable, the amount of offset will be 100% of the recovery work earnings actually received.

Refer to the provision titled "How much will our monthly payment to you be if you are disabled and working, earning between 20 and 80% of your indexed predisability earnings?" for more specific information on how recovery work earnings are used to offset your disability benefit.

If you receive any of the other income amounts in a lump sum payment, we will pro-rate the lump sum on a monthly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a monthly basis to the end of your maximum payment duration.

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS (continued)

DO WE HAVE THE RIGHT TO ESTIMATE OTHER INCOME AMOUNTS?

We require you to apply for all other income amount benefits for which you may be eligible during the same period of disability as that for which you are claiming benefits under this plan. If you do not apply for or do not pursue with reasonable diligence the other income amounts listed, we may deduct from your benefits the amount we estimate you are entitled to receive, even if you do not receive such other income amounts.

We will only estimate and deduct a benefit you have not received if we have a reasonable, good faith belief that you are entitled to such benefit and if we have a means of reasonably estimating the amount payable.

Benefits which we may estimate as other income amounts include:

- primary (insured) and dependents (children and/or spouse) disability benefits under the United States Social Security Act, Canadian Pension Plan, Quebec Pension Plan, or any similar plan or act (e.g. Railroad Retirement Act);
- disability benefits under the Jones Act; and
- disability benefits under any state compulsory/statutory benefit law (e.g. state disability income benefits).

WHAT IF SUBTRACTING OTHER INCOME AMOUNTS RESULTS IN A ZERO PAYMENT TO YOU?

We will pay you a minimum monthly payment under this plan, subject to any overpayments.

WHAT HAPPENS IF YOU RECEIVE A COST OF LIVING INCREASE TO ANY OTHER INCOME AMOUNTS?

Other than for increases in any income you earn or receive from any form of employment, once we have subtracted an other income amount from your gross disability payment, we will not further reduce our payment to you due to a cost of living increase in any other income amount.

**SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)**

WHEN WILL YOU RECEIVE A LIMITED NUMBER OF PAYMENTS FROM US FOR A DISABILITY?

If your disability is caused or substantially contributed to by mental illness or substance abuse, we will pay you a monthly payment for a maximum of 24 months in your lifetime. We will not pay you a monthly payment beyond the maximum payment duration.

Mental illness means psychiatric or psychological conditions, regardless of cause, and includes:

- schizophrenia;
- depression;
- manic depressive or bipolar illness;
- anxiety;
- personality disorders;
- adjustment disorders; and
- other conditions usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs or other similar methods of treatment.

Substance abuse means a pattern of pathological use of alcohol or other addictive drugs unless prescribed by a doctor.

This limitation does not apply to dementia, if due to:

- stroke;
- trauma;
- viral infection;
- Alzheimer's disease;
- other such conditions not listed above which are not usually treated by a mental health provider using psychotherapy; psychotropic drugs or other similar methods of treatment.

SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS (continued)

WHEN WILL OUR PAYMENTS TO YOU STOP?

We will stop payments on the earliest of the following dates:

- the date you are no longer disabled according to this plan;
- the date you reach the end of the maximum payment duration;

Maximum payment duration means the period of time during which we will send you a monthly payment. Your maximum payment duration is based on your age when you become disabled and appears in the PLAN HIGHLIGHTS.

- the date your current earnings exceed 80% of your indexed pre-disability earnings. If your current earnings fluctuate, we may average your current earnings over a three (3) consecutive month period of time instead of stopping your payment on the date your current earnings reach the earnings limit;
- the date you die;
- the date you fail to provide proof of continuing disability;
- the date you cease to be under the regular care of a doctor, or refuse to undergo, at our expense, an examination by a doctor or other medical practitioner(s) of our choice when we require such examination during the pendency of a claim.

**SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS
(continued)**

WHAT HAPPENS IF YOU HAVE A TEMPORARY RECOVERY BUT YOU BECOME DISABLED AGAIN DUE TO THE SAME INJURY OR SICKNESS AS A PRIOR DISABILITY?

If you return to work and are no longer disabled, and the same sickness or injury causes your disability to occur again within six months of the date the prior disability ended, we will resume our monthly payments to you if you were continuously insured under the plan for the period of your temporary recovery. You will not need to complete a new elimination period for this disability.

Your current period of disability will be subject to the same terms of the plan that applied to your prior period of disability.

If you become entitled to payments under any other group long term disability plan (including a plan with the employer that became effective after your disability began), you will not be eligible for payments under this plan.

A disability due to other causes will be treated as a new disability and will be subject to all of the provisions of this plan.

SUMMARY OF THE CLAIM INFORMATION SECTION 5

What will you find in this section?

- notifying us of a claim
- giving us proof of claim
- filing a claim
- information needed in the proof of claim
- when payments to you begin
- who we make payments to

SECTION 5: CLAIM INFORMATION

WHEN DO YOU NOTIFY US OF A CLAIM?

NOTICE OF CLAIM - Written notice of claim must be given to us within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by you or on your behalf to us at our offices or to any authorized agent of ours, with information sufficient to identify you, shall be deemed notice to us.

CLAIMS FORMS - We, upon receipt of a written notice of claim, will furnish to you such forms as are usually furnished by us for filing proof of loss. If such forms are not furnished within 15 days after the giving of such notice you shall be deemed to have complied with the requirements of the policy as to proof of loss upon submitting, within the time fixed in the policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

WHEN DO YOU NEED TO GIVE US PROOF OF YOUR CLAIM)?

PROOF OF LOSS - Written proof of loss must be furnished to us, in case of claim for loss for which the policy provides any periodic payment contingent upon continuing loss, within 90 days after the termination of the period for which we are liable, and in case of claim for any other loss, within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of your legal capacity, later than one year from the time proof is otherwise required.

WHAT INFORMATION DO YOU NEED TO INCLUDE IN YOUR PROOF OF CLAIM?

Your proof of claim must include:

- that you are under the regular care of a doctor
- the date your disability began
- the cause of your disability as determined by medical tests and examinations acceptable to the medical community
- the extent of your disability, including restrictions and limitations which prevent you from performing your regular occupation
- the name and address of all hospital(s) or institution(s) where you received treatment for this disability, including all doctors who provided regular care
- appropriate documentation of your earnings.

We may request that you send proof of continuing disability during the duration of your claim and that you are under the regular care of a doctor, unless you remain disabled after reaching your maximum point of recovery or if continued regular care of a doctor would be of no value to you. We must receive this proof within 30 days of the date we ask for it.

SECTION 5: CLAIM INFORMATION (continued)

WHEN WILL YOU BEGIN TO RECEIVE PAYMENTS?

TIME OF PAYMENT OF CLAIM - Subject to due written proof of loss, all indemnities for loss for which the policy provides payment will be paid (to you) as they accrue and any balance remaining unpaid at termination of the period of liability will be paid (to you) immediately upon receipt of due written proof.

WHO DO WE MAKE PAYMENTS TO?

PAYMENT OF CLAIMS - Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the insured employee. Any other accrued indemnities unpaid at the time of your death may, at our option, be paid either to such beneficiary or to such estate. All other indemnities will be payable to you.

If any indemnity of the policy shall be payable to your estate or to a beneficiary or other person who is a minor or otherwise not competent to give a valid release, we may pay such indemnity up to an amount not exceeding \$1,000 to any relative of such person's by blood or connection by marriage who is deemed by us to be equitably entitled thereto. Any payment made by us in good faith pursuant to this provision shall fully discharge us to the extent of such payment.

MAY WE PERFORM PHYSICAL EXAMINATIONS?

We, at our own expense, shall have the right and opportunity to examine the person of any individual whose injury or sickness is the basis of claim when and as often as we may reasonably require during the pendency of a claim.

WHAT HAPPENS IF WE OVERPAY YOUR CLAIM?

We have the right to recover overpayments due to:

- fraud;
- an error we make in processing your claim;
- your receipt of other income amounts.

If we determine that we overpaid your claim, then we require you repay us in full. We will determine the method by which you will repay us. In the event you fail to reimburse us for a benefit overpayment within 60 days of the date we give you written notice of the overpayment, or if you fail to sign our reimbursement agreement, we reserve the right to collect the full amount of the overpayment directly from you or to apply our future payments to you toward overpayments. We will not recover more money from you than the amount we paid to you.

SECTION 5: CLAIM INFORMATION (continued)

WHAT AUTHORITY DO WE HAVE IN DETERMINING YOUR ELIGIBILITY FOR BENEFITS?

The insurer, and not your employer or plan administrator, has the responsibility to fairly, thoroughly, objectively and timely investigate, evaluate and determine your eligibility for benefits for any claim you make on the policy. We will:

- obtain, with your cooperation and authorization, if required by law, only such information that is necessary to evaluate your claim and decide whether to accept or deny your claim for benefits. We may obtain this information from your notice of claim, submitted proof of loss, statements, or other material provided by you or others on your behalf. We may also obtain necessary information at our expense, or have you physically examined when and as often as we may reasonably require while the claim is pending. In addition, and at your option and at your expense, you may provide us and we will consider any other information, including but not limited to, reports from a doctor or other expert of your choice. You should provide us with all information that you want us to consider regarding your claim.
- consider and interpret the policy and all information obtained by us and submitted by you that relates to your claim for benefits and make our determination of your eligibility for benefits based on that information and in accordance with the policy and applicable law.
- if we approve your claim, review our decision to approve your claim for benefits as often as is reasonably necessary to determine your continued eligibility for benefits.
- if we deny your claim, explain in writing to you the basis for an adverse determination and the process you must follow if, in the event we deny your claim for benefits, in whole or in part, you wish to appeal the decision to us. If you do not appeal the decision to us, then the decision will be our final decision.

SUMMARY OF THE ADDITIONS TO YOUR LTD PLAN SECTION 6

What will you find in this section?

Other services and additional benefits are explained in this section and may be applicable to your plan.

SECTION 6: ADDITIONS TO YOUR LTD PLAN

SOCIAL SECURITY ASSISTANCE

HOW CAN WE ASSIST YOU WITH OBTAINING SOCIAL SECURITY DISABILITY BENEFITS?

If you are receiving a payment from us, we can provide advice to you regarding your claim and assist you with your application for Social Security disability benefits or an appeal.

If you receive Social Security benefits this may enable you to receive Medicare after 24 months of disability payments, protect your retirement benefits, and your family may be eligible for Social Security benefits.

We can assist you in obtaining Social Security disability benefits by:

- helping you find appropriate legal representation or other assistance;
- AND
- obtaining medical and vocational evidence;
- AND
- reimbursing pre-approved case management expenses.

SECTION 6: ADDITIONS TO YOUR LTD PLAN

LUMP SUM SURVIVOR BENEFIT

WHAT BENEFITS MAY BE PAYABLE TO YOUR SURVIVOR IF YOU DIE?

If we receive proof of your death:

- after you have been disabled for at least 180 consecutive days

AND

- while you were receiving a monthly payment from us

we will pay a one-time lump sum benefit to your eligible survivor. This benefit will be equal to 6 times your last gross monthly benefit payment. We will first apply this benefit to any overpayment which may exist on your claim.

Gross monthly benefit means the benefit amount before any reductions for other income benefits and earnings.

WHO ARE YOUR ELIGIBLE SURVIVORS?

Your spouse or registered domestic partner, if living, otherwise your children who are under age 25. If you do not have any eligible survivors, payment will be made to your estate.

Payments becoming due to your children will be made to the children. If the children are minors or otherwise not competent to give a valid release, we may pay up to \$1,000 of the survivor benefit to any relative by blood or connection by marriage to you or your children if that person is deemed by us to be equitably entitled to such payment. Any payment made by us in good faith pursuant to this provision shall fully discharge us to the extent of such payment.

6 mon

SECTION 6: ADDITIONS TO YOUR LTD PLAN

EMPLOYEE ASSISTANCE PROGRAM BENEFIT

We will provide you and your dependents access to an Employee Assistance Program (EAP) designed to assist you with problems of daily living.

You can call and request assistance for virtually any personal or professional issue, from helping find a day care or transportation for an elderly parent, to researching possible colleges for a child, to helping to deal with the stress of the workplace. Services include up to five face-to-face counseling sessions per person per year. This Employee Assistance Program is available for everyday issues as well as crisis support.

This Employee Assistance Program can be accessed by a toll-free number available 24 hours a day, 7 days a week or on-line through a website. More information about this program can be obtained through your employer.

SECTION 6: ADDITIONS TO YOUR LTD PLAN

CONVERSION PRIVILEGE

You may convert your group Long Term Disability coverage to a personal plan of long term disability insurance coverage if your Long Term Disability coverage under the group policy terminates for any of the following reasons:

1. You resign;
2. You are terminated for cause;
3. You are laid-off; or
4. You go on a leave of absence.

You do not have to supply medical evidence of your insurability to convert your Long Term Disability coverage. You must have been covered for at least 12 consecutive months prior to your coverage terminating under the group policy. The 12 months can be a combination of coverage under the group policy or a prior plan of group long term disability coverage, whether insured or self-funded, sponsored by your employer.

You must apply for conversion of your group Long Term Disability coverage within 31 days after termination of coverage under the group policy. The benefits and amounts of insurance under the conversion coverage may differ from those under the group policy. We reserve the right to have your conversion coverage issued by another insurance company. Your long term disability conversion insurance coverage will become effective on the day after your Long Term Disability coverage ends under the group policy.

You may not convert your coverage under the group policy to coverage under a personal plan of long term disability insurance if your coverage terminates for any of the following reasons:

1. Termination of the group policy;
2. The group policy is amended to exclude from coverage the class of employees to which you belong;
3. You no longer belong to a class eligible for coverage under the group policy;
4. You retire;
5. You fail to pay any contributions required for your coverage; or
6. You are disabled under the terms of the group policy.

If you become covered for long term disability benefits under another group plan within 31 days after termination of your coverage under the group policy, you may not convert your coverage under the group policy to coverage under a personal plan of long term disability insurance.