

# RELIANCE STANDARD

Life Insurance Company

Home Office: Chicago, Illinois • Administrative Office: Philadelphia, Pennsylvania

**POLICYHOLDER:** General Committees of Adjustment  
Brotherhood of Locomotive Engineers  
and Trainmen (Conductors) of the  
Norfolk Southern Railway Company  
Northern, Southern and Western Lines

**POLICY NUMBER:** VIP530823

**EFFECTIVE DATE:** May 1, 2007, as amended through  
November 1, 2007

**ANNIVERSARY DATES:** May 1, 2008 and each  
May 1 thereafter

**PREMIUM DUE DATES:** The first Premium is due on the Effective Date. Further Premiums are due monthly, in advance, on the first day of each month.

This Policy is delivered in Virginia and is governed by its laws and/or the Employee Retirement Income Security Act of 1974("ERISA") as amended, where applicable.

Reliance Standard Life Insurance Company is referred to as "we", "our" or "us" in this Policy.

The Policyholder and any subsidiaries, divisions or affiliates are referred to as "you", "your" or "yours" in this Policy.

We agree to provide insurance to you in exchange for the payment of Premium and a signed Application. This Policy provides income replacement benefits for Disability from Sickness or Injury. It insures those Eligible Persons for the Benefit shown on the Schedule of Benefits. The insurance is subject to the terms and conditions of this Policy.

The Effective Date of this Policy is shown above. Insurance starts and ends at 12:01 A.M., Local Time, at your main address. This Policy stays in effect as long as Premium is paid when due. The "TERMINATION OF THIS POLICY" section of the GENERAL PROVISIONS explains when the insurance terminates.

This Policy is signed by our President and Secretary.

  
SECRETARY

  
PRESIDENT

Countersigned \_\_\_\_\_

Licensed Resident Agent

GROUP DISABILITY INSURANCE  
NON-PARTICIPATING

This Voluntary Income Protection Policy replaces the Voluntary Income Protection Policy issued to you by us.  
It is issued on September 25, 2007.



**RELIANCE STANDARD LIFE INSURANCE COMPANY**

Home Office: Chicago, Illinois  
Administrative Office: Philadelphia, Pennsylvania

**GROUP POLICY NUMBER:** VIP530823    **POLICY EFFECTIVE DATE:** May 1, 2007, as amended through November 1, 2007  
**POLICY DELIVERED IN:** Virginia    **ANNIVERSARY DATE:** May 1 in each year

Application is made to us by: General Committees of Adjustment Brotherhood of Locomotive Engineers and Trainmen (Conductors) of the Norfolk Southern Railway Company Northern, Southern and Western Lines

This Application is completed in duplicate, one copy to be attached to your Policy and the other returned to us.

It is agreed that this Application takes the place of any previous application for your Policy.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

Policyholder: \_\_\_\_\_ Agent: \_\_\_\_\_

By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Licensed Resident Agent)

\_\_\_\_\_ (Title)

In the event that this Application has not been signed and/or returned to us within 31 days of the date of issue, the payment of any premium under this Policy will constitute full acceptance of all of its provisions.

Please sign and return





\*BC1COAPVIP 53082305/01/2007\*

\*BC2COAP General Committees of Adjustment Brotherhood of Locomotive Engineers and Trainmen (Conductors) of the Norfolk Southern Railway \*





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## SCHEDULE OF BENEFITS

NAME OF SUBSIDIARIES, DIVISIONS OR AFFILIATES TO BE COVERED: None

ELIGIBLE CLASSES: Full-time employees who are Actively at Work and earning an annual salary of at least \$15,000.00, except any person employed on a temporary or seasonal basis.

WAITING PERIOD: One (1) month

INDIVIDUAL EFFECTIVE DATE: The first day of the first month coinciding with or next following the date an Eligible Person completes his/her enrollment form.

INDIVIDUAL REINSTATEMENT: Six (6) Months

MINIMUM PARTICIPATION REQUIREMENTS: Percentage: 10% Number of Insureds: 10

### DISABILITY BENEFIT

ELIMINATION PERIOD: 30 consecutive days of Disability

BENEFIT: Each eligible employee may elect \$255 per week, payable in accordance with the section entitled Benefit Determination.

MINIMUM BENEFIT: In no event will the benefit payable to an Insured be less than \$25.00 per week.

MAXIMUM DURATION OF BENEFITS: 52 weeks

BENEFIT PAYMENT MODE: Weekly

If the Benefit has been defined as based on weekly earnings, any monthly payments will be equal to the weekly payment multiplied by 4.333

CONTRIBUTIONS: Insured: 100%

Contributions for the Insured are being made on a post-tax basis. This means that the Insured's Benefit will be treated as non-taxable for the purposes of filing the Insured's Federal Income Tax Return. It is recommended that the Insured contact his/her personal tax advisor. A change in the contribution basis may affect the premiums, tax treatment and eligibility for these benefits.

## DEFINITIONS

“Actively at Work” and “Active Work” means that on any given day the Insured is actually performing the material duties pertaining to his/her job in the place where and the manner and number of hours in which his/her job is normally performed. This includes approved time off for vacation, jury duty and funeral leave, but does not include time off as a result of an Injury or Sickness.

“Benefit” means the benefit shown on the Schedule of Benefits payable in accordance with the section entitled Benefit Determination.

“Claimant” means an Insured who makes a claim for benefits under this Policy for a loss covered by this Policy as a result of an Injury to or a Sickness of the Insured.

“Covered Earnings” means the Insured’s basic weekly salary received from you on first of the month just before the date of Disability. Covered Earnings do not include overtime pay, bonuses, benefits, your contributions toward benefits, or any other special compensation. However, Covered Earnings will include commissions received from you averaged over the lesser of:

- (1) the number of weeks worked; or
- (2) the 156 weeks;

as of the first of the month just before the date of Disability.

If hourly paid employees are insured, the number of hours worked during a regular work week, not to exceed forty (40) hours per week will be used to determine Covered Earnings.

“Disabled” and “Disability” mean that as a result of an Injury or Sickness, during the Elimination Period and during the period for which a benefit is payable, an Insured cannot with reasonable accommodations as defined under the Americans With Disabilities Act (“ADA”) of 1990, as amended perform the material duties of his/her Own Job.

We consider the Insured to be Disabled if due to any Injury or Sickness he/she is capable of only performing the material duties of his/her Own Job, as applicable above, on a part-time basis or some of the material duties on a full-time basis.

If an Insured is employed by you and requires a license for such occupation, the loss of such license for any reason does not in and of itself constitute “Disability”.

“Eligible Person” means a person who meets the Eligibility Requirements of this Policy.

“Elimination Period” means a period of consecutive days of Disability where the Insured is not Actively at Work, as shown on the Schedule of Benefits page, for which no benefit is payable. It begins on the first day of Disability.

Interruption Period: If, during the Elimination Period, an Insured returns to Active Work for less than 8 days, then the same or related Disability will be treated as continuous. Days that the Insured is Actively at Work during this interruption period will not count towards the Elimination Period. This interruption of the Elimination Period will not apply to an Insured who becomes eligible under any other group disability insurance plan.

“Full-time”, for the purpose of determining eligibility, means working for you for a minimum of 30 hours during a person's regular work week.

“Hospital” or “Institution” means a facility licensed to provide care and treatment for the condition causing the Insured’s Disability.

“Injury” means bodily Injury resulting directly from an accident, independent of all other causes. The Injury must cause Disability which begins while insurance coverage is in effect for the Insured. Injury does not include the risk of being injured.

“Insured” means a person who meets the Eligibility Requirements of this Policy and is enrolled for this insurance.

“Own Job” means the duties the Insured is routinely performing for his/her employer when Disability begins.

“Physician” means a duly licensed practitioner who is recognized by the law of the state in which treatment is received as qualified to treat the type of Injury or Sickness for which claim is made. The Physician may not be the Insured or a member of his/her immediate family.

“Premium” means the amount of money needed to keep this Policy in force.

“Regular Care” means Treatment that is administered as frequently as is medically required according to guidelines established by nationally recognized authorities, medical research, healthcare organizations, governmental agencies or rehabilitative organizations. Care must be rendered personally by the Insured’s Physician according to generally accepted medical standards in the Insured’s locality, be of a demonstrable medical value and be necessary to meet his/her basic health needs.

“Retirement” means the effective date of an Insured’s: (1) retirement pension benefits under any plan of a federal, state, county or municipal retirement system, if such pension benefits include any credit for employment with you; (2) retirement pension benefits under any plan which you sponsor, or make or have made contributions; or (3) retirement benefits under the United States Social Security Act of 1935, as amended, or under any similar plan or act.

“Retirement Benefits” mean money the Insured is entitled to receive upon early or normal retirement or disability retirement under:

- (1) any plan of a state, county or municipal retirement system, if such pension benefits include any credit for employment with you;
- (2) Retirement Benefits under the United States Social Security Act of 1935, as amended or under any similar plan or act; or
- (3) an employer’s retirement plan where payments are made in a lump sum or periodically and do not represent contributions made by an Insured.

Retirement Benefits do not include:

- (1) a federal government employee pension benefit;
- (2) a thrift plan;
- (3) a deferred compensation plan;
- (4) an individual retirement account (IRA);
- (5) a tax sheltered annuity;
- (6) a stock ownership plan;
- (7) a profit sharing plan; or
- (8) section 401(k), 403(b) or 457 plans.

“Sickness” means illness or disease causing Disability which begins while insurance coverage is in effect for the Insured, but does not include the risk of Sickness. Sickness includes pregnancy, childbirth, miscarriage or abortion, or any complications therefrom.

“Treatment” means care consistent with the diagnosis of the Insured’s Injury or Sickness that has its purpose of maximizing the Insured’s medical improvement. It must be provided by a Physician whose specialty or experience is most appropriate for the Injury or Sickness and conform with generally accepted medical standards to effectively manage and treat the Insured’s Injury or Sickness.

## **CERTAIN RESPONSIBILITIES OF THE POLICYHOLDER**

For the purposes of this Policy, you act on your behalf or as the employee's agent. Under no circumstances will you be deemed our agent. It is your responsibility to cooperate fully with us during our investigation of any claim made under this Policy.

### **Compliance with Americans With Disabilities Act (ADA)**

It is your responsibility to establish and maintain procedures which comply with the employer responsibilities of the Americans With Disabilities Act of 1990, as amended, where applicable.

### **Compliance with the Employee Retirement Income Security Act (ERISA)**

It is your responsibility to establish and maintain procedures which comply with the employer and/or Plan Administrator responsibilities of ERISA and the accompanying regulations, where applicable.

### **Distribution Of Certificates Of Insurance**

A Certificate of Insurance will be provided to you for each Insured covered under this Policy. The Certificate will outline the insurance coverage, and explain the provisions, benefits and limitations of this Policy. It is your responsibility to distribute the appropriate Certificates and any updates or other notices from us to each Insured.

### **Maintenance Of Records**

It is your responsibility to maintain sufficient records of each Insured's insurance, including additions, terminations and changes. We reserve the right to examine these records at the place where they are kept during normal business hours or at a place mutually agreeable to you and us. Such records must be maintained by you for at least 3 years after this Policy terminates.

### **Reporting Of Eligibility And Coverage Amounts**

It is your responsibility to notify us on a timely basis of all individuals eligible for coverage under this Policy, of all individuals whose eligibility for coverage ends and of all changes in individual coverage amounts.

It is your responsibility to provide accurate census and salary information on all Insureds on or before each Anniversary Date, if we request such information.

### **Timely Payment of Premiums**

It is your responsibility to remit all premiums required under this Policy when due. Any change in the Premium contribution basis must be approved by us.

## TRANSFER OF COVERAGE PROVISION

This Transfer of Coverage Provision is applicable only to Insureds who were insured under a Prior Plan and are subject to sections A, B or C below. In such case, any benefit payable under this provision will be in accordance with the provisions of this Policy less any benefit for which the Prior Plan is liable. However, in no event will the benefit payable be greater than that which would have been paid under the Prior Plan's schedule of benefits.

Benefits provided under this provision will end on the earlier of the following dates:

- (1) the Maximum Duration of Benefits as shown on the Schedule of Benefits; or
- (2) the date benefits would have ended under the terms of the Prior Plan if it had remained in force.

### **(A) Failure to be Actively at Work due to Injury or Sickness**

This Policy will cover, subject to premium payments, individuals:

- (1) insured under the Prior Plan at the time of transfer; and
- (2) who are not Actively at Work due to Injury or Sickness on the Effective Date of this Policy; and
- (3) whose Disability begins on or after this Policy's Effective Date.

### **(B) Continuity of Coverage With Respect to Recurrent Disabilities**

The following provision will apply to any Insured who was insured under a Prior Plan.

The Elimination Period under this Policy will be waived for a Disability which begins while the Insured is insured under this Policy if all of the following conditions are met:

- (1) the Disability results from the same or related causes as a Disability for which benefits were payable under the Prior Plan;
- (2) benefits are not payable for a Disability under the Prior Plan solely because it is not in effect;
- (3) an Elimination Period would not apply to the Disability if the Prior Plan had not ended;
- (4) the Insured was Actively at Work for more than 14 consecutive days while covered under this Policy; and
- (5) the Disability begins within 30 days of the Insured's return to Active Work from the prior Disability.

### **(C) Pre-existing Conditions**

Benefits may be payable if an Insured's Disability results from a Pre-existing Condition (as defined on the Limitations page) if the Insured was:

- (1) Actively at Work and insured under this Policy on its effective date; and
- (2) insured under the Prior Plan at the time of transfer; and
- (3) unable to satisfy the Pre-existing Condition provision under this Policy.

In order to receive benefits, the Insured must satisfy the Pre-existing Condition provision under the Prior Plan had that plan remained in force.

"Prior Plan" means any policy of group disability coverage that has been replaced by coverage under part or all of this Policy. It must have been sponsored by you. The replacement can be complete or in part for the eligible class to which the Insured belongs.

## GENERAL PROVISIONS

**ENTIRE CONTRACT:** The entire contract between you and us is this Policy, your Application (a copy of which is attached at issue) and any attached amendments. All statements made by you or by any Insured will be deemed a representation and not a warranty. No written statement made by any Insured will be used in any contest unless a copy of the statement is furnished to the Insured or his/her beneficiary or personal representative.

**CHANGES:** No agent has authority to change or waive any part of this Policy. To be valid, any change or waiver must be in writing, signed by either our President, a Vice President, or a Secretary. The change or waiver must also be attached to this Policy.

**TIME LIMIT ON CERTAIN DEFENSES:** After this Policy has been in force for two (2) years from its Effective Date, no statement made by you shall be used to void this Policy; and no statement by any Insured on a written application for insurance shall be used to reduce or deny a claim after the Insured's insurance coverage, with respect to which claim has been made, has been in effect for two (2) years.

**RECORDS MAINTAINED:** You must maintain records of all Insureds. Such records must show the essential data of the insurance, including new persons, terminations, changes, etc. This information must be reported to us regularly. We reserve the right to examine the insurance records maintained at the place where they are kept. This review will only take place during normal business hours.

**CLERICAL ERROR:** Clerical errors in connection with this Policy or delays in keeping records for this Policy, whether by you, us, or the Plan Administrator:

- (1) will not terminate insurance that would otherwise have been effective; and
- (2) will not continue insurance that would otherwise have ceased or should not have been in effect.

If appropriate, a fair adjustment of premium will be made to correct a clerical error.

**MISSTATEMENT OF AGE:** If an Insured's age is misstated, the Premium will be adjusted. If the Insured's benefit is affected by the misstated age, it will also be adjusted. The benefit will be changed to the amount the Insured is entitled to at his/her correct age.

**NOT IN LIEU OF WORKER'S COMPENSATION:** This Policy is not a Worker's Compensation Policy. It does not provide Worker's Compensation benefits.

**CONFORMITY WITH LAWS:** Any section of this Policy, which on its Effective Date, conflicts with the laws of the federal government or the state in which this Policy is issued, is amended by this provision. This Policy is amended to meet the minimum requirements of those laws.

**CERTIFICATE OF INSURANCE:** We will send to you an individual certificate for each Insured. The certificate will outline the insurance coverage, state this Policy's provisions that affect the Insured, and explain to whom benefits are payable.

**TERMINATION OF THIS POLICY:** You may cancel this Policy at any time by giving us written notice. This Policy will be cancelled on the date we receive your notice or, if later, the date requested in your notice.

This Policy will terminate at the end of the Grace Period if Premium has not been paid by that date.

We may cancel this Policy with thirty-one (31) days of written notice prior to the date of cancellation:

- (1) if the number of Insureds is less than the Minimum Participation Number shown on the Schedule of Benefits;
- (2) if the percentage of Eligible Persons insured is less than the Minimum Participation Percentage shown on the Schedule of Benefits; or
- (3) on any Policy Anniversary.

You will still owe us any Premium that is not paid up to the date this Policy is cancelled. We will return, pro-rata, any part of the Premium paid beyond the date this Policy is cancelled.

Termination of this Policy will not affect any claim which was covered prior to termination, subject to the terms and conditions of this Policy.

## CLAIMS PROVISIONS

**NOTICE OF CLAIM:** Written notice must be given to us within thirty-one (31) days after the loss occurs, or as soon as reasonably possible. The notice should be sent to us at our Administrative Office or to our authorized agent. The notice should include your name, the Policy Number and the Insured's name.

**CLAIM FORMS:** When we receive the notice of claim, we will send the Claimant the claim forms to file with us. We will send them within fifteen (15) days after we receive notice. If we do not, we will accept a written statement of the type and extent of the Disability. The statement must be sent within ninety (90) days after the loss began.

**WRITTEN PROOF OF LOSS:** For any loss, written proof must be sent to us within 90 days after the commencement of the period for which we may be liable. If it is not reasonably possible to give proof within such time, the claim is not affected if the proof is sent as soon as reasonably possible. In any event, proof must be given within 1 year from the time proof is otherwise required, unless the claimant is legally incapable of doing so.

**PAYMENT OF CLAIMS:** When we receive written proof of Disability covered by this Policy, we will pay any benefits, other than benefits for loss of time, within sixty (60) days. Benefits payable under this policy for loss of time shall be paid at least monthly during the continuance of the period for which we are liable. Any balance remaining unpaid at the end of such period will be paid as soon as possible.

We will pay benefits to the Insured, if living, or else to his/her estate.

If the Insured has died and we have not paid all benefits due, we may pay up to \$1,000.00 to any relative by blood or marriage, or to the executor or administrator of the Insured's estate. The payment will only be made to persons entitled to it. An expense incurred as a result of the Insured's last illness, death or burial will entitle a person to this payment. The payments will cease when a valid claim is made for the benefit. We will not be liable for any payment we have made in good faith.

Reliance Standard Life Insurance Company and/or its appointed claims administrator shall serve as the claims review fiduciary with respect to the insurance policy and the Plan. Reliance Standard Life Insurance Company is not the Plan Administrator. The claims review fiduciary has the discretionary authority to interpret the Plan and the insurance policy and to determine eligibility for benefits. Decisions by the claims review fiduciary shall be complete, final and binding on all parties.

**PHYSICAL EXAMINATION AND AUTOPSY:** We will, at our expense, have the right to have a Claimant interviewed and/or examined:

- (1) physically;
- (2) psychologically; and/or
- (3) psychiatrically;

to determine the existence of any Disability which is the basis for a claim. This right may be used as often as it is reasonably required while a claim is pending or in payment status. We also have the right to have the Insured interviewed by a vocational counselor.

We may require that an autopsy be performed unless prohibited by law.

**LEGAL ACTIONS:** No legal action may be brought against us to recover on this Policy within sixty (60) days after written proof of loss has been given as required by this Policy. No action may be brought after three (3) years (Kansas, five (5) years; South Carolina, six (6) years) from the time written proof of loss is required to be furnished.

## INDIVIDUAL ELIGIBILITY, EFFECTIVE DATE AND TERMINATION

**ELIGIBILITY REQUIREMENTS:** A person is eligible for insurance under this Policy if he/she:

- (1) is a member of an Eligible Class as shown on the Schedule of Benefits page; and
- (2) has completed the Waiting Period as shown on the Schedule of Benefits page.

**WAITING PERIOD:** A person who is continuously employed on a Full-time basis with you for the period specified on the Schedule of Benefits page has satisfied the Waiting Period. The Waiting Period for Present Employees applies to persons who are members of the Eligible Classes on this Policy's effective date. The Waiting Period for Future Employees applies to persons who become members of the Eligible Classes after this Policy's effective date.

**EFFECTIVE DATE OF INDIVIDUAL INSURANCE:** An Eligible Person must apply in writing for the insurance to go into effect. He/she will become insured on the latest of:

- (1) the Individual Effective Date as shown on the Schedule of Benefits page, if he/she applies on or before that date; or
- (2) the date he/she applies, if he/she applies within thirty-one (31) days from the date he/she first met the Eligibility Requirements; or
- (3) the date premium is remitted.

The insurance for an Eligible Person will not go into effect on a date he/she is not Actively at Work because of a Sickness or Injury. The insurance will go into effect after the person is Actively at Work for one (1) full day in an Eligible Class, as shown on the Schedule of Benefits page.

**CHANGES IN BENEFIT:** Increases in the Benefit are effective on the date of the change, provided the Insured is Actively at Work on the effective date of the change. If the Insured is not Actively at Work on that date, the effective date of the change will be deferred until the date the Insured returns to Active Work for one full day.

Decreases in the Benefit are effective on the date the change occurs.

Premium increases due to an Insured entering into a higher age bracket will occur on the Policy Anniversary coinciding with or next following the Insured's last birthday.

**TERMINATION OF INDIVIDUAL INSURANCE:** The insurance of an Insured will terminate on the first of the following to occur:

- (1) the date this Policy terminates;
- (2) the date the Insured ceases to meet the Eligibility Requirements;
- (3) the end of the period for which Premium has been paid for the Insured; or
- (4) the date the Insured enters military service (not including Reserve or National Guard).

**INDIVIDUAL REINSTATEMENT:** The insurance of a terminated person may be reinstated if he/she returns to Active Work with you within the period of time as shown on the Schedule of Benefits page. He/she must also be a member of an Eligible Class, as shown on the Schedule of Benefits page, and have been:

- (1) on a leave of absence approved by you; or
- (2) on temporary lay-off.

The person will not be required to fulfill the Eligibility Requirements of this Policy again. The insurance will go into effect after he/she returns to Active Work for one (1) full day. If a person returns after having resigned or having been discharged, he/she will be required to fulfill the Eligibility Requirements of this Policy again. If a person returns after terminating insurance at his/her request or for failure to pay Premium when due, proof of health acceptable to us must be submitted before he/she may be reinstated.



## PREMIUMS

**PREMIUM PAYMENT:** All Premiums are to be remitted by you to us, or to an authorized agent, on or before the due date. The Premium Due Dates are stated on this Policy's face page.

**PREMIUM RATE:** We will furnish to you the Premium Rate on this Policy's effective date and when it is changed. We have the right to change the Premium Rate:

- (1) when the extent of coverage is changed by amendment;
- (2) on any Premium Due Date after the Policy has been in force for 24 Months; or
- (3) on any Premium Due Date on or after the first Policy Anniversary if your entire groups Covered Earnings or number of Insureds changes by 15% or more from such group's Covered Earnings or number of Insureds on the last Policy Anniversary.

We will not change the Premium Rate on (2) or (3) above more than once in any twelve (12) month period. We will tell you in writing at least thirty-one (31) days before the date of a change due to (2) or (3) above.

**GRACE PERIOD:** You may pay the Premium up to thirty-one (31) days after the date it is due. This Policy stays in force during this time. If the Premium is not paid during the grace period, this Policy will terminate. You will still owe us the Premium up to the date this Policy terminates.

**WAIVER OF PREMIUM:** We will not require Premium payments from the Insured from the first day of the month following Disability for which Benefits are payable under this Policy.

Once Benefits cease due to the end of Disability, Premium payments must begin again if insurance is to continue.

## BENEFIT PROVISIONS

**INSURING CLAUSE:** We will pay a benefit if an Insured:

- (1) is Disabled as the result of a Sickness or Injury covered by this Policy;
- (2) is under the Regular Care of a Physician;
- (3) has completed the Elimination Period; and
- (4) submits satisfactory proof of Disability to us.

**BENEFIT DETERMINATION:** The amount payable is the benefit shown on the Schedule of Benefit.

**TERMINATION OF BENEFIT:** The Benefit will stop on the earliest of:

- (1) the date we determine the Insured is no longer Disabled;
- (2) the date the Insured dies;
- (3) the Maximum Duration of Benefits, as shown on the Schedule of Benefits page, has ended;
- (4) the date the Insured fails to furnish written proof of Disability, satisfactory to us;
- (5) the date no further benefits are payable under any provision in this Policy that limits the benefit duration;
- (6) the date the Insured is no longer receiving or refuses to receive Regular Care;
- (7) the date the Insured fails to submit to any medical or vocational examination required by us;
- (8) the date the Insured ceases to reside in the United States or Canada. An Insured will be considered to reside outside the United States or Canada when he/she has been outside the United States or Canada for 6 months or more during any 12 consecutive month period;
- (9) the dates during which the Insured is confined in any penal or correctional institution;
- (10) the date the Insured becomes eligible for benefits under any other group disability plan provided by you, if such date occurs after the date that this Policy terminates;
- (11) the date the Insured is asymptomatic.

**RECURRENT DISABILITY:** If, after a period of Disability for which benefits are payable, an Insured returns to Active Work for at least two (2) weeks, any recurrent Disability for the same or related cause will be part of a new period of Disability. A new Elimination Period must be completed before any further benefits are payable.

If an Insured returns to Active Work for less than two (2) weeks a recurrent Disability for the same or related cause will be part of the same Disability. A new Elimination Period is not required. Our liability for the entire period will be subject to the terms of this Policy for the original period of Disability.

This recurrent disability section will not apply to an Insured who becomes eligible for insurance coverage under any other group disability insurance plan.

## **RETURN TO WORK INCENTIVE**

During a period of Disability for which a benefit is payable, if the Insured performs Rehabilitative Employment, we will not offset earnings from Rehabilitative Employment for the first twelve (12) months the Insured is performing such Rehabilitative Employment until the sum of:

- (1) the benefit prior to offsets with Other Income Benefits; and
- (2) earnings from Rehabilitative Employment;

exceed 100% of the Insured's Covered Earnings. If the sum above exceeds 100% of Covered Earnings, the benefit will be reduced by such excess amount until the sum of (1) and (2) above equals 100% of Covered Earnings.

## **CHILD CARE EXPENSE CREDIT**

We will allow a Child Care credit if:

- (1) the Insured is receiving benefits under the Return to Work Incentive provision;
- (2) the Insured's Child(ren) is (are) under 14 years of age;
- (3) the child care is provided by a non-relative; and
- (4) the charges for child care are documented by a receipt from the caregiver, including social security number or taxpayer identification number.

During the twelve (12) month period in the Return to Work Incentive provision, an amount equal to actual expenses incurred for child care, up to a maximum of \$250 per month, will be added to the Insured's Covered Earnings when calculating the benefit under the Return to Work Incentive provision.

Child(ren) means: the Insured's unmarried child(ren), including any foster child, adopted child or step child who resides in the Insured's home and is financially dependent on the Insured for support and maintenance.

## WORKSITE MODIFICATION

If an Insured is Disabled, participating in a rehabilitation program approved by us, and receiving a benefit and he/she is able to return to work should you make a modification to the Insured's worksite, then you may be eligible for Worksite Modification reimbursement.

You will be reimbursed for 100% of the actual and reasonable expenses paid for eligible worksite modifications to accommodate the Insured's return to work, up to a maximum reimbursement of \$2,000.

Eligible worksite modifications include:

- (1) providing the Insured with a more accessible parking space or entrance; or
- (2) removing items from the worksite which represent barriers or hazards to the Insured; or
- (3) special seating, furniture or equipment for the Insured's work station; or
- (4) providing special training materials or translation services during the Insured's training; or
- (5) any other services that we deem necessary to help the Insured return to work with you.

In order for this reimbursement to be payable, the Insured must be considered Disabled under this Policy and must have the physical and mental abilities needed to perform his or her Regular Occupation or another occupation at your worksite, but only with the help of the proposed worksite modification.

A worksite modification may first be proposed by either you, the Insured or his or her Physician, or by us. A written proposal must then be developed with input from you, the Insured or his or her Physician. The proposal must state the purpose of the proposed worksite modification, the times, dates and costs of the modifications. Any proposal must be in writing and is subject to our approval, your approval and the approval of the Insured prior to any reimbursement being paid.

Once the worksite modification has been approved in writing, you must make the worksite modification. Upon receipt of proof satisfactory to us that the modifications for the Insured have been made as approved and you have paid the person or organization that provided the worksite modification, we will then reimburse you, up to the limit shown above.

## EXCLUSIONS

1. We will not pay a benefit for any Disability caused by:

- (1) an act of war, declared or undeclared;
- (2) an intentionally self-inflicted Injury, while sane or insane;
- (3) the Insured committing or attempting to commit a felony;
- (4) an Injury or Sickness that occurs while the Insured is confined in any penal or correctional institution.

2. During the first 6 months of Disability, we will not pay a benefit for a Disability caused by:

- (1) cosmetic surgery or treatment primarily to change appearance;
- (2) in vitro fertilization;
- (3) embryo transfer procedures;
- (4) artificial insemination;
- (5) sex change surgery;
- (6) reversal of sterilization;
- (7) liposuction;
- (8) radial keratotomy.

## LIMITATIONS

**PRE-EXISTING CONDITIONS:** An Insured will be considered to have a Pre-existing Condition and will be subject to the Pre-existing Conditions Limitation if:

- (1) the Disability begins in the first 12 months after the Insured's effective date; and
- (2) he/she has received medical treatment, consultation, care or services, including diagnostic procedures, or took prescribed drugs or medicines for the Sickness or Injury, whether specifically diagnosed or not, causing such Disability during the 12 months immediately prior to the Insured's effective date of insurance.

Benefits will not be paid for a Disability:

- (1) caused by;
- (2) contributed to by; or
- (3) resulting from;

a Pre-existing Condition unless the Insured has been Actively at Work following the end 24 consecutive months from the Insured's effective date of insurance.

With respect to persons electing a Benefit increase (whether an increase from coverage under a prior Plan, if applicable, or under this Policy), any Benefit increase will not be paid for a Disability:

- (1) caused by;
- (2) contributed to by; or
- (3) resulting from;

a Pre-existing Condition unless the Insured has been Actively at Work following the end of 12 consecutive months from the effective date of the Benefit increase.

An Insured will be considered to have a Pre-existing Condition and will be subject to the Pre-existing Conditions Limitation due to a Benefit increase if:

- (1) the Disability begins in the first 12 months after the Insured's effective date of the Benefit increase; and
- (2) he/she has received medical treatment, consultation, care or services, including diagnostic procedures, or took prescribed drugs or medicines for the Sickness or Injury, whether specifically diagnosed or not, causing such Disability, during the 12 months immediately prior to the effective date of the Benefit increase.

## FAMILY AND MEDICAL LEAVE OF ABSENCE EXTENSION

We will allow the Insured's coverage to continue, for up to 12 weeks in a 12 month period, if he/she is eligible for, and you have approved, a Family and Medical Leave of Absence under the terms of the Family and Medical Leave Act of 1993, as amended, for any of the following reasons:

- (1) To provide care after the birth of a son or daughter; or
- (2) To provide care for a son or daughter upon legal adoption; or
- (3) To provide care after the placement of a foster child in the Insured's home; or
- (4) To provide care to a spouse, son, daughter, or parent due to serious illness; or
- (5) To take care of his/her own serious health condition as explained below.

If the Insured, due to his/her own serious health condition, meets the definition of Disability as well as all other requirements in this Policy, he/she will be considered Disabled and eligible to receive a benefit. All Premiums will be waived as long as he/she is receiving such benefit. If the Insured, due to his/her own serious health condition, is working on a reduced leave schedule or an intermittent leave schedule, as described by the Family and Medical Leave Act of 1993, as amended, but is not considered Disabled under this Policy, Premium payments will not be waived but rather must continue under this extension.

The Insured will not qualify for the Family and Medical Leave of Absence Extension unless we have received proof from you, in a form satisfactory to us, that the Insured has been granted a leave under the terms of the Family and Medical Leave Act of 1993, as amended. Such proof: (1) must outline the terms of the Insured's leave; and (2) give the date the leave began; and (3) the date it is expected to end; and (4) must be received by us within thirty-one (31) days after a claim for benefits has been filed with us.

If you grant the Insured a Family and Medical Leave of Absence, the following applies to the Insured who has been granted the leave:

- (1) While the Insured is on an approved Family and Medical Leave of Absence, the required premium must be paid according to the terms specified in this Policy to keep the insurance in force.
- (2) While the Insured is on an approved Family and Medical Leave of Absence, he/she will be considered Actively at Work in all instances unless such leave is due to his/her own illness, injury, or disability.
- (3) Changes such as revisions to coverage because of age, class, or salary changes will apply during the leave except that increases in amount of insurance, whether automatic or subject to election, are not effective for an Insured who is on a Family and Medical Leave of Absence until such time as he/she returns to Active Work for one full day.
- (4) If the Insured becomes Disabled while on a Family and Medical Leave of Absence, any benefit which becomes payable will be based on the Insured's Covered Earnings immediately prior to the commencement of the leave.
- (5) Coverage will terminate for any Insured who does not return to work as scheduled according to the terms of his/her agreement with you. In no case will coverage be extended under this benefit beyond 12 weeks in a 12 month period. Insurance will not be terminated for an Insured who becomes Disabled during the period of the leave and who is eligible for benefits according to the terms of this Policy.

All other terms and conditions of this Policy will remain in force while an Insured is on an approved Family and Medical Leave of Absence.

## **MILITARY SERVICES LEAVE OF ABSENCE EXTENSION**

We will allow the Insured's coverage to continue, for up to 12 weeks in a 12 month period, if the Insured enters the military service of the United States. While the Insured is on a Military Services Leave of Absence, the required premium must be paid according to the terms specified in this Policy to keep the insurance in force. Changes such as revisions to coverage because of age, class or salary changes will apply during the leave except that increases in amount of insurance, whether automatic or subject to election, are not effective for such an Insured until he/she has returned to Active Work from Military Services Leave of Absence for one full day. All other terms and conditions of this Policy will remain in force during this continuation period. The Insured's continued coverage will cease on the earliest of the following dates:

- (1) the date this Policy terminates; or
- (2) the date ending the last period for which any required premium was paid; or
- (3) 12 weeks from the date the Insured's continued coverage began.

This Policy, however, does not cover any loss which occurs while on active duty in the military service if such loss is caused by or arises out of such military service, including but not limited to war or act of war (whether declared or undeclared) and is also subject to any other exclusions listed in the Exclusions provision.