

The Lincoln National Life Insurance Company

Service Office: 8801 Indian Hills Drive
Omaha, NE 68114-4066

Merger and Name Change Endorsement

This endorsement attaches to and forms a part of your Jefferson Pilot Financial Insurance Company policy, contract or certificate.

Effective July 2, 2007 Jefferson Pilot Financial Insurance Company merged with The Lincoln National Life Insurance Company. As a result of the merger, The Lincoln National Life Insurance Company is responsible for all of Jefferson Pilot Financial Insurance Company's legal obligations, including your policy, contract or certificate. Therefore, all references in the policy, contract or certificate to Jefferson Pilot Financial Insurance Company (Jefferson Pilot) are hereby changed to reflect the surviving company name of The Lincoln National Life Insurance Company.

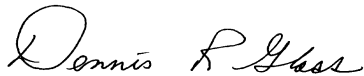
The State of Domicile for The Lincoln National Life Insurance Company (the surviving company) is Indiana. As a result, any reference in the policy, contract or certificate to the State of Domicile or Home State is hereby changed to reference Indiana as the location of the State of Domicile or Home State.

All references to a Home Office, address or location in the policy, contract or certificate are hereby changed to reference Fort Wayne, Indiana as the location of the Home Office.

All of the other terms and benefits of your policy, contract or certificate will remain unchanged.

The effective date of this endorsement is July 2, 2007.

Signed for The Lincoln National Life Insurance Company.


President



Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

**The Lincoln National Life
Insurance Company**
8801 Indian Hills Drive
Omaha, NE 68114-4066
toll free (800) 423-2765
www.LFG.com

March 6, 2012

Kathy Guerrero
Avondale School District
2940 Waukegan Street
Auburn Hills, MI 48326-3255

Re: Policy No. 000040010230 – Long Term Disability
Group I.D. AVSCH

Dear Ms. Guerrero:

Enclosed you will find Amendment No. 3 and a revised policy. As noted in your recent renewal letter, the Progressive Income Benefit has been added to the above policy. This amendment is effective October 1, 2011.

Please note changes have been incorporated into the policy and certificates due to state compliance updates. This does not change the original intent of the policy or certificates. Revised generic certificates are located on The Lincoln National Life Insurance Company website, www.lincoln4benefits.com. A supply of printed certificates can be requested from Client Services at the telephone number below.

If you have any questions on this change, please feel free to contact your broker or your Customer Service Professional at 800-423-2765, Option 1; or via email at ClientServices@LFG.com. Thank you for giving The Lincoln National Life Insurance Company an opportunity to serve you.

Sincerely,

The Lincoln National Life Insurance Company

Enclosures

AMENDMENT NO. 3

TO BE ATTACHED TO AND MADE PART OF GROUP POLICY NO.: 000040010230

ISSUED TO: Avondale School District

It is agreed that the above policy be replaced with the attached Policy, which is revised and dated October 1, 2011.

The effective date of this amendment is October 1, 2011; but only with respect to disabilities incurred on or after that date. Nothing contained in this amendment shall change any of the terms and conditions of this Policy; except as stated above.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Officer of the Company

The Lincoln National Life Insurance Company

A Stock Company Home Office Location: Fort Wayne, Indiana
Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066 (402) 361-7300

In Consideration of the Application for this Policy made by

Avondale School District

(herein called the Policyholder)

and the payment of all premiums when due, The Lincoln National Life Insurance Company agrees to make the payments provided in this Policy to the person or persons entitled to them.

Policy No. 000040010230

The original Policy Effective Date was October 1, 1995; Reissued Policy Effective Date is August 1, 2000 but only with respect to claims commencing on or after such date.

Monthly Premium: .36% of Total Covered Payroll per Month

Policy Anniversaries will be annual beginning on: October 1, 2012


The first premium is due on this Policy's Effective Date, and subsequent premiums are due on November 1, 1995, and on the same day of each month thereafter.

This Policy is delivered in the state of Michigan and subject to the laws of that jurisdiction.

The Lincoln National Life Insurance Company has executed this Policy at its Group Insurance Service Office in Omaha, Nebraska this 6th day of March, 2012.



SECRETARY



PRESIDENT

GROUP LONG-TERM DISABILITY INSURANCE POLICY

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SCHEDULE OF BENEFITS

ELIGIBLE CLASS means: Class 1 Superintendents

MINIMUM HOURS PER WEEK: 30

LONG-TERM DISABILITY BENEFITS

BENEFIT PERCENTAGE: 66 2/3%

MAXIMUM MONTHLY BENEFIT: \$7,000

MINIMUM MONTHLY BENEFIT: \$100

Long-Term Disability Benefits for PRE-EXISTING CONDITIONS will be subject to the Pre-Existing Condition Exclusion on the Exclusion page.

ELIMINATION PERIOD: 90 calendar days of Disability caused by the same or a related Sickness or Injury, which must be accumulated within a 180 calendar day period.

MAXIMUM BENEFIT PERIOD: (For Sickness, Injury, or Pre-Existing Conditions): The Insured Employee's Social Security Normal Retirement Age, or the Maximum Benefit Period shown below (whichever is later).

<u>Age at Disability</u>	<u>Maximum Benefit Period</u>
Less than Age 60	To Age 65
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and Over	12 months

OWN OCCUPATION PERIOD means a period beginning at the end of the Elimination Period and ending 36 months later for Insured Employees.

WAITING PERIOD: 90 days of continuous Active Work (For date insurance begins, refer to "Effective Dates" section)

CONTRIBUTIONS: Insured employees are not required to contribute to the cost of the Long-Term Disability coverage.

COST-OF-LIVING PERCENTAGE: 3%; maximum of 5 Cost-of-Living Adjustments

SCHEDULE OF BENEFITS

ELIGIBLE CLASS means: Class 2 All Full-Time AFSCME Union Employees and Cafeteria Managers

MINIMUM HOURS PER WEEK: 30

LONG-TERM DISABILITY BENEFITS

BENEFIT PERCENTAGE: 66 2/3%

MAXIMUM MONTHLY BENEFIT: \$7,000

MINIMUM MONTHLY BENEFIT: \$100

Long-Term Disability Benefits for PRE-EXISTING CONDITIONS will be subject to the Pre-Existing Condition Exclusion on the Exclusion page.

ELIMINATION PERIOD: 180 calendar days of Disability caused by the same or a related Sickness or Injury, which must be accumulated within a 360 calendar day period.

MAXIMUM BENEFIT PERIOD: (For Sickness, Injury, or Pre-Existing Conditions):

<u>Age at Disability</u>	<u>Maximum Benefit Period</u>
Less than Age 60	To Age 65
60 - 64	5 years
65 - 69	To Age 70
	(but not less than 1 year)
70 and Over	1 year

OWN OCCUPATION PERIOD means a period beginning at the end of the Elimination Period and ending 36 months later for Insured Employees.

WAITING PERIOD: 90 days of continuous Active Work (For date insurance begins, refer to "Effective Dates" section)

CONTRIBUTIONS: Insured employees are not required to contribute to the cost of the Long-Term Disability coverage.

COST-OF-LIVING PERCENTAGE: 3%; maximum of 5 Cost-of-Living Adjustments

SCHEDULE OF BENEFITS

ELIGIBLE CLASS means: Class 3 All Full-Time Secretaries

MINIMUM HOURS PER WEEK: 25

LONG-TERM DISABILITY BENEFITS

BENEFIT PERCENTAGE: 66 2/3%

MAXIMUM MONTHLY BENEFIT: \$7,000

MINIMUM MONTHLY BENEFIT: \$100

Long-Term Disability Benefits for PRE-EXISTING CONDITIONS will be subject to the Pre-Existing Condition Exclusion on the Exclusion page.

ELIMINATION PERIOD: 180 calendar days of Disability caused by the same or a related Sickness or Injury, which must be accumulated within a 360 calendar day period.

MAXIMUM BENEFIT PERIOD: (For Sickness, Injury, or Pre-Existing Conditions): The Insured Employee's Social Security Normal Retirement Age, or the Maximum Benefit Period shown below (whichever is later).

<u>Age at Disability</u>	<u>Maximum Benefit Period</u>
Less than Age 60	To Age 65
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and Over	12 months

OWN OCCUPATION PERIOD means a period beginning at the end of the Elimination Period and ending 36 months later for Insured Employees.

WAITING PERIOD: 90 days of continuous Active Work (For date insurance begins, refer to "Effective Dates" section)

CONTRIBUTIONS: Insured employees are not required to contribute to the cost of the Long-Term Disability coverage.

COST-OF-LIVING PERCENTAGE: 3%; maximum of 5 Cost-of-Living Adjustments

SCHEDULE OF BENEFITS

ELIGIBLE CLASS means: Class 4 All Full-Time Teachers

MINIMUM HOURS PER WEEK: 20

LONG-TERM DISABILITY BENEFITS

BENEFIT PERCENTAGE: 66 2/3%

MAXIMUM MONTHLY BENEFIT: \$7,000

MINIMUM MONTHLY BENEFIT: \$100

Long-Term Disability Benefits for PRE-EXISTING CONDITIONS will be subject to the Pre-Existing Condition Exclusion on the Exclusion page.

ELIMINATION PERIOD: 180 calendar days of Disability caused by the same or a related Sickness or Injury, which must be accumulated within a 360 calendar day period.

MAXIMUM BENEFIT PERIOD: (For Sickness, Injury, or Pre-Existing Conditions): The Insured Employee's Social Security Normal Retirement Age, or the Maximum Benefit Period shown below (whichever is later).

<u>Age at Disability</u>	<u>Maximum Benefit Period</u>
Less than Age 60	To Age 65
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and Over	12 months

OWN OCCUPATION PERIOD means a period beginning at the end of the Elimination Period and ending 36 months later for Insured Employees.

WAITING PERIOD: None (For date insurance begins, refer to "Effective Dates" section)

CONTRIBUTIONS: Insured employees are not required to contribute to the cost of the Long-Term Disability coverage.

COST-OF-LIVING PERCENTAGE: 3%; maximum of 5 Cost-of-Living Adjustments

SCHEDULE OF BENEFITS

ELIGIBLE CLASS means: Class 5 All Part-Time Teachers

MINIMUM HOURS PER WEEK: 18

LONG-TERM DISABILITY BENEFITS

BENEFIT PERCENTAGE: 66 2/3%

MAXIMUM MONTHLY BENEFIT: \$7,000

MINIMUM MONTHLY BENEFIT: \$100

Long-Term Disability Benefits for PRE-EXISTING CONDITIONS will be subject to the Pre-Existing Condition Exclusion on the Exclusion page.

ELIMINATION PERIOD: 180 calendar days of Disability caused by the same or a related Sickness or Injury, which must be accumulated within a 360 calendar day period.

MAXIMUM BENEFIT PERIOD: (For Sickness, Injury, or Pre-Existing Conditions): The Insured Employee's Social Security Normal Retirement Age, or the Maximum Benefit Period shown below (whichever is later).

<u>Age at Disability</u>	<u>Maximum Benefit Period</u>
Less than Age 60	To Age 65
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and Over	12 months

OWN OCCUPATION PERIOD means a period beginning at the end of the Elimination Period and ending 36 months later for Insured Employees.

WAITING PERIOD: None (For date insurance begins, refer to "Effective Dates" section)

CONTRIBUTIONS: Insured employees are not required to contribute to the cost of the Long-Term Disability coverage.

COST-OF-LIVING PERCENTAGE: 3%; maximum of 5 Cost-of-Living Adjustments

SCHEDULE OF BENEFITS

ELIGIBLE CLASS means: Class 6 All Full-Time Administrators Without A Bargaining Unit

MINIMUM HOURS PER WEEK: 20

LONG-TERM DISABILITY BENEFITS

BENEFIT PERCENTAGE: 66 2/3%

MAXIMUM MONTHLY BENEFIT: \$7,000

MINIMUM MONTHLY BENEFIT: \$100

Long-Term Disability Benefits for PRE-EXISTING CONDITIONS will be subject to the Pre-Existing Condition Exclusion on the Exclusion page.

ELIMINATION PERIOD: 180 calendar days of Disability caused by the same or a related Sickness or Injury, which must be accumulated within a 360 calendar day period.

MAXIMUM BENEFIT PERIOD: (For Sickness, Injury, or Pre-Existing Conditions): The Insured Employee's Social Security Normal Retirement Age, or the Maximum Benefit Period shown below (whichever is later).

<u>Age at Disability</u>	<u>Maximum Benefit Period</u>
Less than Age 60	To Age 65
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and Over	12 months

OWN OCCUPATION PERIOD means a period beginning at the end of the Elimination Period and ending 36 months later for Insured Employees.

WAITING PERIOD: None (For date insurance begins, refer to "Effective Dates" section)

CONTRIBUTIONS: Insured employees are not required to contribute to the cost of the Long-Term Disability coverage.

COST-OF-LIVING PERCENTAGE: 3%; maximum of 5 Cost-of-Living Adjustments

SCHEDULE OF BENEFITS

ELIGIBLE CLASS means: Class 7 All Full-Time Paraprofessional Employees

MINIMUM HOURS PER WEEK: 20

LONG-TERM DISABILITY BENEFITS

BENEFIT PERCENTAGE: 66 2/3%

MAXIMUM MONTHLY BENEFIT: \$7,000

MINIMUM MONTHLY BENEFIT: \$100

Long-Term Disability Benefits for PRE-EXISTING CONDITIONS will be subject to the Pre-Existing Condition Exclusion on the Exclusion page.

ELIMINATION PERIOD: 180 calendar days of Disability caused by the same or a related Sickness or Injury, which must be accumulated within a 360 calendar day period.

MAXIMUM BENEFIT PERIOD: (For Sickness, Injury, or Pre-Existing Conditions): The Insured Employee's Social Security Normal Retirement Age, or the Maximum Benefit Period shown below (whichever is later).

<u>Age at Disability</u>	<u>Maximum Benefit Period</u>
Less than Age 60	To Age 65
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and Over	12 months

OWN OCCUPATION PERIOD means a period beginning at the end of the Elimination Period and ending 36 months later for Insured Employees.

WAITING PERIOD: None (For date insurance begins, refer to "Effective Dates" section)

CONTRIBUTIONS: Insured employees are not required to contribute to the cost of the Long-Term Disability coverage.

COST-OF-LIVING PERCENTAGE: 3%; maximum of 5 Cost-of-Living Adjustments

SCHEDULE OF BENEFITS

ELIGIBLE CLASS means: Class 8 All-Full Time Administrators With A Bargaining Unit

MINIMUM HOURS PER WEEK: 20

LONG-TERM DISABILITY BENEFITS

BENEFIT PERCENTAGE: 66 2/3%

MAXIMUM MONTHLY BENEFIT: \$7,000

MINIMUM MONTHLY BENEFIT: \$100

Long-Term Disability Benefits for PRE-EXISTING CONDITIONS will be subject to the Pre-Existing Condition Exclusion on the Exclusion page.

ELIMINATION PERIOD: 90 calendar days of Disability caused by the same or a related Sickness or Injury, which must be accumulated within a 180 calendar day period.

MAXIMUM BENEFIT PERIOD: (For Sickness, Injury, or Pre-Existing Conditions): The Insured Employee's Social Security Normal Retirement Age, or the Maximum Benefit Period shown below (whichever is later).

<u>Age at Disability</u>	<u>Maximum Benefit Period</u>
Less than Age 60	To Age 65
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and Over	12 months

OWN OCCUPATION PERIOD means a period beginning at the end of the Elimination Period and ending 36 months later for Insured Employees.

WAITING PERIOD: None (For date insurance begins, refer to "Effective Dates" section)

CONTRIBUTIONS: Insured employees are not required to contribute to the cost of the Long-Term Disability coverage.

COST-OF-LIVING PERCENTAGE: 3%; maximum of 5 Cost-of-Living Adjustments

DEFINITIONS

As used in this Policy, the following words and phrases shall have the meanings indicated:

ACTIVE WORK or **ACTIVELY-AT-WORK** means an Employee's full-time performance of all customary duties of such Employee's occupation at:

1. the Employer's usual place of business; or
2. any other business location to which the Employer requires the Employee to travel.

BASIC MONTHLY EARNINGS or **PREDISABILITY INCOME** means the Insured Employee's average monthly base salary or hourly pay from the Employer before taxes on the Determination Date. The "Determination Date" is the last day worked just prior to the date the Disability begins.

It also includes:

1. paid commissions averaged over the 12 months just prior to the Determination Date; or over the actual period of employment with the Employer just prior to that date, if shorter.

It does **not** include bonuses, overtime pay, or any other extra compensation. It does not include income from a source other than the Employer. It will not exceed the amount shown in the Employer's financial records, the amount for which premium has been paid, or the Maximum Covered Monthly Earnings permitted by this Policy; whichever is less. (Maximum Covered Monthly Earnings equals the Maximum Monthly Benefit divided by the Benefit Percentage shown in the Schedule of Benefits.) Exception: For purposes of determining the Partial Disability Monthly Benefit, Basic Monthly Earnings will not exceed the amount shown in the Employer's financial records.

COMPANY means The Lincoln National Life Insurance Company, an Indiana corporation, whose Group Insurance Service Office address is 8801 Indian Hills Drive, Omaha, Nebraska 68114-4066.

DAY OR DATE means the period of time which begins at 12:01 a.m. and ends at 12:00 midnight, standard time, at the Policyholder's place of business. When used with regard to effective dates, it means 12:01 a.m. When used with regard to termination dates, it means 12:00 midnight.

DISABLED or **DISABILITY** means Totally Disabled and/or Partially Disabled.

DISABILITY BENEFIT when used with the term Retirement Plan, means a benefit which:

1. is payable under a Retirement Plan due to disability as defined in that plan; and
2. does not reduce the benefits which would have been paid as Retirement Benefits at the normal retirement age under the plan if the disability had not occurred.

If the payment of the benefit does cause such a reduction, the benefit will be deemed a Retirement Benefit as defined in this Policy.

DEFINITIONS
(continued)

ELIMINATION PERIOD means the number of days of Disability during which no benefit is payable. The Elimination Period shown in the Schedule of Benefits:

1. begins on the first day of Disability; and
2. is satisfied when the required number of days is accumulated within a period which does not exceed two times the Elimination Period.

Only days of Disability due to the same or a related Sickness or Injury will count towards the Elimination Period.

During a period of Disability, the Insured Employee may return to full-time work for an accumulated number of days not to exceed the Elimination Period. Such return to work may be at the Insured Employee's own or any other occupation. Exceptions are as follows.

1. If an Insured Employee becomes Disabled after a return to full-time work, at his or her own occupation, for a continuous period of six months or more; then:
 - (a) a new period of Total Disability will begin; and
 - (b) a new Elimination Period will be required;in accord with the Recurrent Disability provision.
2. If an Insured Employee becomes eligible for any other group long term disability insurance during the Elimination Period; then only continuous days of Disability will count towards that Elimination Period.

Days on which the Insured Employee returns to work on a full-time basis will not count towards the Elimination Period.

EMPLOYEE means a person:

1. whose employment with the Employer is:
 - (a) on a regular full-time or part-time basis;
 - (b) the person's principle occupation; and
 - (c) for regular wage or salary;
2. who is regularly scheduled to work at such occupation at least the minimum number of hours shown in the Schedule of Benefits;
3. who is a member of an Eligible Class which is eligible for coverage under this Policy; and
4. who is a permanent resident of the United States.

EMPLOYER means the Policyholder and includes any division, subsidiary or affiliated company named in the Application.

DEFINITIONS
(continued)

FAMILY OR MEDICAL LEAVE means a leave of absence which is approved in writing by the Employer; and which is subject to:

1. the federal Family and Medical Leave Act of 1993, and any amendments to it; or
2. any similar state law requiring the Employer to grant family or medical leaves.

It does not include a period of Disability which applies toward the Elimination Period; or for which Policy benefits are paid.

HOSPITAL or INSTITUTION means a facility licensed to provide care and treatment for the condition causing the Insured Employee's Disability.

INSURED EMPLOYEE means an Employee for whom Policy coverage is in effect.

INJURY means bodily injury which is caused by and results directly from an accident, independently of all other causes. For purposes of determining benefits under this Policy, a Disability will be considered due to an Injury only if:

1. the Disability begins within 90 days after the Injury; and
2. the Injury occurred while the Employee was insured under this Policy.

The term "Injury" shall not include any:

1. condition to which a physical or mental sickness, the natural progression of a sickness, or the treatment of a sickness is a substantial contributing factor; (based upon the preponderance of medical evidence);
2. condition caused solely by emotional stress or mental trauma;
3. repetitive trauma condition which results from repetitious, physically traumatic activities that occur over time;
4. pregnancy; except for complications which result from a covered Injury;
5. condition caused by infection; except for a pyogenic bacterial infection of a covered Injury; or
6. condition caused by medical or surgical treatment; except when the treatment is needed solely because of a covered Injury.

MONTHLY BENEFIT means the amount payable monthly by the Company to the Insured Employee who is Totally or Partially Disabled.

OWN OCCUPATION PERIOD means a period as shown in the Schedule of Benefits.

PARTIAL DISABILITY or PARTIALLY DISABLED shall be as defined in the Partial Disability Monthly Benefit provision.

DEFINITIONS
(continued)

PHYSICIAN means a medical practitioner who:

1. is a legally qualified Physician or surgeon (or is a professional person deemed by state law to be the same as a legally qualified physician); and
2. is acting within the lawful scope of his or her license.

Physician does not include a person who:

1. is the Insured Employee receiving treatment; or
2. is a relative of the Insured Employee receiving treatment.

POLICY means this Group Long Term Disability Insurance Policy issued by the Company to the Policyholder.

POLICYHOLDER means the person, individual, firm, trust or other organization as shown on the Face Page of this Policy.

PREDISABILITY INCOME - See Basic Monthly Earnings definition.

RETIREMENT BENEFIT when used with the term Retirement Plan, means a benefit which:

1. is payable under a Retirement Plan either in a lump sum or in the form of periodic payments;
2. does not represent contributions made by an Employee (payments which represent Employee contributions are deemed to be received over the Employee's expected remaining life regardless of when such payments are actually received); and
3. is payable upon:
 - (a) early or normal retirement; or
 - (b) disability if the payment does reduce the benefit which would have been paid at the normal retirement age under the plan if disability had not occurred.

RETIREMENT PLAN means a defined benefit or defined contribution plan which provides Retirement Benefits to Employees and which is not funded wholly by Employee contributions. The term shall not include any 401(k), profit-sharing or thrift plan; informal salary continuance plan; individual retirement account (IRA); tax sheltered annuity (TSA); stock ownership plan; or a non-qualified plan of deferred compensation. An Employer's Retirement Plan is deemed to include any Retirement Plan:

1. which is part of any federal, state, county, municipal or association retirement system; and
2. for which the Employee is eligible as a result of employment with the Employer.

SICKNESS means illness, pregnancy or disease.

TOTAL COVERED PAYROLL is the total amount of Basic Monthly Earnings for all Employees insured under this Policy.

DEFINITIONS
(continued)

TOTAL DISABILITY or TOTALLY DISABLED means that an Insured Employee, due to an Injury or Sickness is unable:

1. during the Elimination Period and the Own Occupation Period, to perform each of the main duties of the Insured Employee's regular occupation; and
2. after the Own Occupation Period, to perform each of the main duties of any gainful occupation for which the Insured Employee's training, education or experience will reasonably allow.

For Insured Employees employed as pilots, co-pilots or crew of aircraft, Total Disability or Totally Disabled means that the Insured Employee due to an Injury or Sickness is unable to perform the main duties of any gainful occupation for which the Insured Employee's training, education or experience will reasonably allow. The loss of a pilot's license for any reason does not, by itself, constitute Total Disability.

WAITING PERIOD means the period of time that begins with an Employee's most recent date of employment with the Employer and ends on the day prior to the day such Employee is eligible for coverage under this Policy.

GENERAL PROVISIONS

ENTIRE CONTRACT. This Policy, the Application (a copy of which is attached) and the Insured Employees' enrollment forms, if any, constitute the Entire Contract between the parties. In the absence of fraud, all statements made by the Policyholder and by Insured Employees are representations and not warranties. No statement made by an Insured Employee will be used to contest the coverage provided by this Policy unless a copy of the statement has been furnished to such Insured Employee.

Only an Officer of the Company may change this Policy or extend the time for payment of any premium. No change will be valid unless made in writing and signed by an Officer of the Company. Any change so made will be binding on all persons referred to in this Policy.

TIME LIMIT ON CERTAIN DEFENSES. After this Policy has been in effect for three years from its date of issue, no statement of the Policyholder shall be used to void this Policy. No statement by any Insured Employee on a written application for insurance shall be used to reduce or deny a claim, after his or her insurance coverage under which claim has been made has been in effect for three years.

NON-PARTICIPATION. This is a non-participating Policy and will not share in the divisible surplus of the Company.

INFORMATION TO BE FURNISHED. The Employer may be required to furnish such information as is necessary to administer this Policy. Clerical error by the Employer will not affect insurance which otherwise would be in effect, nor continue insurance which otherwise would be terminated. Once an error is discovered, an equitable adjustment in premium will be made. If a premium adjustment involves the return of unearned premium, the amount of the return will be limited to the twelve month period which precedes the date the Company receives proof such an adjustment should be made.

The Company may inspect any of the Employer's records which relate to this Policy.

MISSTATEMENT OF FACTS. If relevant facts about any person were misstated:

1. a fair adjustment of the premium will be made; and
2. the true facts will decide if and in what amount insurance is valid under this Policy.

ACTS OF THE POLICYHOLDER. In administering this Policy, the Policyholder must:

1. treat Employees the same in like situations; and
2. allow the Company, without inquiry, to rely on its acts.

CERTIFICATES. The Employer will be furnished with individual Certificates for delivery to each Insured Employee. These Certificates summarize the benefits provided by this Policy. If there is a conflict between the Policy and the Certificate, the Policy will control.

CONFORMITY WITH STATE STATUTES. If any provision of this Policy, which on its effective date, conflicts with any applicable law, the provision will be deemed to conform to the minimum requirements of the law.

WORKERS' COMPENSATION. This Policy is not to be construed to provide benefits required by Workers' Compensation laws.

AGENCY. For all purposes of this Policy, the Policyholder acts on its own behalf or as Agent of the Employee. Under no circumstances will the Policyholder be deemed the Agent of the Company.

CLAIMS PROCEDURES

NOTICE OF CLAIM. Written notice of claim must be given during the Elimination Period. The notice must be sent to the Company's Group Insurance Service Office. It should include:

1. the Insured Employee's name and address; and
2. the number of this Policy.

If this is not possible, written notice must be given as soon as it is reasonably possible.

CLAIM FORMS. When notice of claim is received, the Company will send claim forms to the Insured Employee. If the Company does not send the forms within 15 days; then the Insured Employee may send the Company written proof of Disability in a letter. It should state the date the Disability began, its cause and degree. The Company will periodically send the Insured Employee additional Claim Forms.

PROOF OF CLAIM. The Company must be given written proof of claim within 90 days after the end of the Elimination Period. When it is not reasonably possible to give written proof in the time required, the claim will not be reduced or denied solely for this reason; if the proof is filed:

1. as soon as reasonably possible; and
2. in no event later than one year after it was required.

These time limits will not apply while an Insured Employee lacks legal capacity.

Proof of claim must be provided at the Insured Employee's own expense. It must show the date the Disability began, its cause and degree. Documentation must include:

1. completed statements by the Insured Employee and the Employer;
2. a completed statement by the attending Physician, which must describe any restrictions on the Insured Employee's performance of the duties of his or her regular occupation;
3. proof of any other income received;
4. proof of any benefits available from other income sources, which may affect Policy benefits;
5. a signed authorization for the Company to obtain more information; and
6. any other items the Company may reasonably require in support of the claim.

Proof of continued Disability, regular care of a Physician, and any other income benefits affecting the claim must be given to the Company. This must be supplied within 45 days after the Company requests it. If it is not, benefits may be denied or suspended.

EXAM OR AUTOPSY. At anytime while a claim is pending, the Company may have the Insured Employee examined:

1. by a Physician, specialist or vocational rehabilitation expert of the Company's choice;
2. as often as reasonably required.

The Company may deny or suspend benefits for an Insured Employee who fails to attend an exam or to cooperate with the examiner, without good cause. The Company may also have an autopsy done, where it is not forbidden by law. Any such exam or autopsy will be at the Company's expense.

TIME OF PAYMENT OF CLAIMS. Benefits payable under this Policy will be paid immediately after the Company receives complete proof of claim and confirms liability. After that:

1. Any Long Term Disability benefits will be paid monthly, during any period for which the Company is liable. If benefits are due for less than a month; then they will be paid on a pro rata basis. The daily rate will equal 1/30 of the monthly benefit.
2. Any balance, which remains unpaid at the end of the period of liability, will be paid immediately after the Company receives complete proof of claim and confirms liability.

TO WHOM PAYABLE. All benefits are payable to the Insured Employee, while living. After his or her death, benefits will be payable as follows.

1. Any Survivor Benefit will be payable in accord with that section.
2. Any other benefits will be payable to the Insured Employee's estate.

CLAIMS PROCEDURES (continued)

If a benefit becomes payable to the Insured Employee's estate, a minor or any other person who is not legally competent to give a valid receipt; then up to \$2,000 may be paid to any relative of the Insured Employee that the Company finds entitled to payment. If payment is made in good faith to such a relative; then the Company will not have to pay that benefit again.

NOTICE OF CLAIM DECISION. The Company will send the Insured Employee a written notice of its claim decision. If the Company denies any part of the claim; then the written notice will explain:

1. the reason for the denial, under the terms of this Policy and any internal guidelines; and
2. how the Insured Employee may request a review of the Company's decision.

This notice will be sent within 15 days after the Company resolves the claim. It will be sent within 45 days after the Company receives the first proof of claim, if reasonably possible.

Delay Notice. If the Company needs more than 15 days to process the claim, due to matters beyond its control; then an extension will be permitted. If needed, the Company will send the Insured Employee a written delay notice:

1. by the 15th day after receiving the first proof of claim; and
2. every 30 days after that, until the claim is resolved.

The notice will explain:

1. what additional information is needed to resolve the claim; and
2. when a decision can be expected.

If the Insured Employee does not receive a written decision by the 105th day after the Company receives the first proof of claim; then there is a right to an immediate review, as if the claim was denied.

Exception: If the Company needs more information from the Insured Employee to process the claim; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for claim processing.

REVIEW PROCEDURE. After receiving a denial notice, the Insured Employee may request a claim review by sending the Company:

1. a written request; and
2. any written comments or other items to support the claim.

The Insured Employee may review certain non-privileged information relating to the request for review.

The Company will review the claim and send the Insured Employee a written notice of its decision. The notice will state the reasons for the Company's decision, under the terms of this Policy and any internal guidelines. If the Company upholds the denial of all or part of the claim; then the notice will also describe:

1. any further appeal procedures available under this Policy;
2. the right to access relevant claim information; and
3. the right to request a state insurance department review, or to bring legal action.

This notice will be sent within 30 days after the Company receives the request for a review; or within 45 days after the Company receives the request, when more information is needed from a health care provider.

Delay Notice. If the Company needs more than 45 days to process an appeal, in a special case; then an extension of up to 45 more days will be permitted. In that event, the Company will send the Insured Employee a written delay notice, by the 30th day after receiving the request for review. The notice will explain:

1. the special circumstances which require the delay;
2. whether more information is needed to review the claim; and
3. when a decision can be expected.

Exception: If the Company needs more information from the Insured Employee to process an appeal; then it must be supplied within 45 days after the Company requests it. The resulting delay will not count towards the above time limits for appeal processing.

CLAIMS PROCEDURES (continued)

Claims Subject to ERISA (Employee Retirement Income Security Act of 1974). Before bringing a civil legal action under the federal labor law known as ERISA, an employee benefit plan participant must exhaust available administrative remedies. Under this Policy, the Insured Employee must first seek two administrative reviews of the adverse claim decision, in accord with this provision. If an ERISA claimant brings legal action under Section 502(a) of ERISA after the required reviews; then the Company will waive any right to assert that he or she failed to exhaust administrative remedies.

RIGHT OF RECOVERY. If benefits have been overpaid on any claim; then full reimbursement to the Company is required within 60 days. If reimbursement is not made; then the Company has the right to:

1. reduce future benefits until full reimbursement is made; and
2. recover such overpayments from the Insured Employee or his or her estate.

Such reimbursement is required whether the overpayment is due to:

1. the Company's error in processing a claim;
2. the Insured Employee's receipt of Other Income Benefits;
3. fraud or any other reason.

LEGAL ACTIONS. No legal action to recover any benefits may be brought until sixty days after the required written proof of claim has been given. No legal action may be brought more than three years after the date written proof of claim is required.

COMPANY'S DISCRETIONARY AUTHORITY. Except for the functions that this Policy clearly reserves to the Group Policyholder or Employer, the Company has the authority to:

1. manage this Policy and administer claims under it; and
2. interpret the provisions and resolve questions arising under this Policy.

The Company's authority includes (but is not limited to) the right to:

1. establish and enforce procedures for administering this Policy and claims under it;
2. determine Employees' eligibility for insurance and entitlement to benefits;
3. determine what information the Company reasonably requires to make such decisions; and
4. resolve all matters when a claim review is requested.

Any decision the Company makes, in the exercise of its authority, shall be conclusive and binding; subject to the Insured Person's rights to:

1. request a state insurance department review; or
2. bring legal action.

ELIGIBILITY

ELIGIBLE CLASSES. The classes of Employees eligible for insurance are shown in the Schedule of Benefits. The Company has the right to review and terminate any or all classes eligible under this Policy, if any class ceases to be covered by this Policy.

ELIGIBILITY DATE. An Employee becomes eligible for coverage provided by this Policy on the later of:

1. the Policy's effective date; or
2. the date the Employee satisfies the Waiting Period.

Prior service in an Eligible Class will apply toward the Waiting Period, when:

1. a former Employee is rehired within one year after his or her employment ends; or
2. an Employee returns from a Family or Medical Leave within the leave period required by federal or state law (whichever is greater).

EFFECTIVE DATES

EFFECTIVE DATE. Except as stated in the Delayed Effective Date provision, coverage for an Employee becomes effective at 12:01 a.m. on the latest of:

1. (a) for Classes 1, 2 and 3, the next day following the date the Employee becomes eligible for the coverage; or
(b) for Classes 4, 5, 6, 7 and 8, the date the Employee becomes eligible for the coverage;
2. the date the Employee makes written application for coverage; and signs:
 - (a) a payroll deduction order, if the Employees pay any part of the Policy premiums; or
 - (b) an order to pay premiums from the Employee's Flexible Benefits Plan account, if premiums are paid through such an account; or
3. the date the Company approves the Employee's evidence of insurability, if required.

Evidence of insurability satisfactory to the Company must be submitted (at the Employee's expense) if:

1. written application for coverage (or an increased amount of coverage) is made more than 31 days after the Employee becomes eligible for such coverage;
2. coverage is elected after the Employee has requested:
 - (a) to terminate the insurance;
 - (b) to stop payroll deductions for the insurance; or
 - (c) to stop premium payments through a Flexible Benefits Plan account;
3. coverage is elected after the Employee has caused insurance to lapse by failing to pay the required premium when due; or
4. optional, supplemental, voluntary or Buy-Up Benefit coverage is elected in excess of any guaranteed issue amounts shown in the Schedule of Benefits.

DELAYED EFFECTIVE DATE. An Employee's Effective Date of any initial, increased or additional coverage will be delayed; if such Employee is not Actively-at-Work on the date that coverage would otherwise be effective. Coverage will take effect on the Employee's second consecutive day of Active Work.

EFFECTIVE DATE FOR CHANGE IN ELIGIBLE CLASS. An Insured Employee may become a member of a different Eligible Class. Except as stated in the Delayed Effective Date provision, coverage under the different Eligible Class will be effective:

1. immediately, if the different Eligible Class involves any reduction in coverage; or
2. the first day of the month after the Insured Employee has been Actively-at-Work for at least 15 days, as a member of a different Eligible Class; if the different Eligible Class involves enhancement of any coverage.

REINSTATEMENT AFTER FAMILY OR MEDICAL LEAVE. A new Waiting Period and evidence of insurability will be waived for an Employee, upon return from an approved Family or Medical Leave, provided:

1. the Employee returns within the leave period required by federal or state law (whichever is greater);
2. the Employee applies for insurance or is enrolled under this Policy within 31 days after resuming Active Work; and
3. the reinstated amount of insurance does not exceed the amount which terminated.

If the above conditions are met, the months of leave will count towards any unmet Pre-Existing Condition Exclusion period; and a new Pre-Existing Condition Exclusion will not apply to the reinstated amount of insurance. A new Pre-Existing Condition Exclusion will apply to any increased amount of insurance, however.

INDIVIDUAL TERMINATION

INDIVIDUAL TERMINATION OF COVERAGE. An Insured Employee's coverage will terminate at 12:00 midnight on the earliest of:

1. the date this Policy or the Employer's participation terminates; (but without prejudice to any claim incurred prior to termination);
2. the date the Insured Employee's Class is no longer eligible for insurance;
3. the date such Insured Employee ceases to be a member of an Eligible Class;
4. the last day of the Insurance Month in which the Insured Employee requests termination;
5. the last day of the last Insurance Month for which premium payment is made on the Insured Employee's behalf;
6. the end of the period for which the last required premium has been paid;
7. with respect to a particular insurance benefit, the date the portion of this Policy providing that benefit terminates;
8. the date the Insured Employee's employment with the Employer terminates; unless coverage is continued as provided below; or
9. the date the Insured Employee enters the armed services of any state or country on active duty, except for duty of 30 days or less for training in the Reserves or National Guard. (If the Insured Employee sends proof of military service, the Company will refund any unearned premium.)

CONTINUATION RIGHTS. Ceasing Active Work results in termination of the Insured Employee's eligibility for insurance, but coverage may be continued as follows.

1. **Disability.** If an Insured Employee is absent due to Total Disability, or is engaged in Partial Disability Employment, coverage may be continued during:
 - a. the Elimination Period; provided the Company receives the required premium from the Employer; and
 - b. the period for which benefits are payable, without payment of premium.Premium payments will be waived from the satisfaction of the Elimination Period until the end of the period for which benefits are payable. If coverage is to be continued following a period for which premiums were waived, premium payments must be resumed, as they become due.
2. **Family or Medical Leave.** If an Insured Employee goes on an approved Family or Medical Leave, and is **not** entitled to the more favorable continuation available during Disability, coverage may be continued, until the earliest of:
 - a. the end of the leave period approved by the Employer;
 - b. the end of the 12-week leave period required by federal law, or any more favorable period required by a similar state law;
 - c. the date the Insured Employee notifies the Employer that he or she will not return; or
 - d. the date the Insured Employee begins employment with another employer.The required premium payments must be received from the Employer, throughout the period of continued coverage.
3. **Military Leave.** If an Insured Employee goes on a Military Leave, coverage may be continued for the same period allowed for an approved Family or Medical Leave. The required premium payments must be received from the Employer, throughout the period of continued coverage.
4. **Lay-off or Other Leave.** When an Insured Employee ceases work due to a temporary lay-off, or due to an approved leave of absence (other than an approved Family or Medical Leave or a Military Leave); coverage may be continued for three Insurance Months after the lay-off or leave begins. The required premium payments must be received from the Employer, throughout the period of continued coverage.

INDIVIDUAL TERMINATION (Continued)

Conditions. In administering the above continuation(s), the Employer must not act so as to discriminate unfairly among Employees in similar situations. Insurance may not be continued when an Insured Employee ceases Active Work due to a labor dispute, strike, work slowdown or lockout.

INDIVIDUAL TERMINATION DURING DISABILITY. Termination of an Insured Employee's coverage during a Disability will have no effect on benefits payable for that period of Disability.

POLICY TERMINATION

POLICY TERMINATION BY THE COMPANY. To terminate this Policy, the Company must give the Group Policyholder at least 31 days advance written notice of its intent to do so. The Company may terminate this Policy on the due date of any premium if:

1. the number of Insured Employees totals less than 10;
2. part of the premium is paid by the Insured Employee and less than 75% of those eligible for coverage are insured;
3. all of the premium is paid by the Policyholder and less than 100% of those eligible for coverage are insured;
4. the Policyholder, without good cause, fails to:
 - a. promptly furnish any information which the Company may reasonably require;
 - b. perform its duties pertaining to this Policy in good faith;
5. the Employer ceases to be covered under the state Workers' Compensation program or any other program of like intent.
6. the Company terminates all other policies where permitted by their terms, which provide long-term disability benefits in the same state in which this Policy was issued; or
7. state law otherwise requires this Policy to be terminated.

POLICY TERMINATION BY THE POLICYHOLDER. The Policyholder may terminate this Policy at any time by giving the Company advance written notice. This Policy will then terminate on:

1. the date the Company receives the notice; or
2. some later date on which the Policyholder and the Company have agreed.

However, termination will not become effective during any period for which premium has been paid to the Company. The Policyholder remains liable for the payment of premiums to the date of termination.

AUTOMATIC POLICY TERMINATION. If any premium is not paid before the end of the Grace Period; then this Policy will terminate at the end of the Grace Period, without any action on the Company's part. The Policyholder remains liable for the payment of premiums to the date of termination.

POLICY TERMINATION DURING DISABILITY. Termination of this Policy or an Employer's participation during a Disability shall have no effect on benefits payable to the Insured Employee for that period of Disability.

CONVERSION PRIVILEGE

ELIGIBILITY. This Policy provides a conversion privilege, when an Insured Employee's insurance under this Policy ends because he or she:

1. resigns from employment with the Employer;
2. is terminated from employment with the Employer, with or without cause;
3. goes on a lay-off or leave of absence; or
4. remains on a lay-off or leave of absence beyond the continuation period provided in the Individual Termination section of this Policy.

The Insured Employee may obtain converted long term disability insurance, without medical evidence of insurability. To be eligible for a converted policy, the Insured Employee must have been insured under the Employer's group plan for at least 12 months in a row, just before his or her insurance under this Policy terminated. The 12 months can be a combination of coverages under this Policy, and under any prior group long term disability plan which this Policy replaces.

APPLICATION. Application to convert must be made within 31 days after insurance under this Policy terminates. The converted benefits and amount of insurance may differ from those under this Policy.

CONDITIONS AND LIMITATIONS. This conversion privilege is not available to any Insured Employee whose insurance terminates because:

1. this Policy is terminated by the Employer or the Company;
2. this Policy is amended to exclude the class to which the Insured Employee belongs;
3. the Insured Employee no longer belongs to a class eligible for coverage under this Policy;
4. the Insured Employee retires or dies;
5. the Insured Employee fails to pay the required premium; or
6. the Insured Employee is Disabled under the terms of this Policy.

Also, this conversion privilege is not available to an Insured Employee who becomes insured for long term disability benefits under any other group plan; unless the other coverage takes effect more than 31 days after his or her insurance under this Policy terminates.

If an Insured Employee converts his or her Policy coverage, and later resumes active employment in an eligible class; then the Insured Employee's conversion coverage will terminate on the day before he or she is re-enrolled under this Policy. In no event will benefits be paid under both this Policy and the conversion coverage for the same period of Disability.

PREMIUMS AND PREMIUM RATES

PAYMENT OF PREMIUM. No coverage provided by this Policy will be in effect until the first premium for such coverage is paid. For coverage to remain in effect, the Employer must pay each subsequent premium on or before its due date at the Company's Group Insurance Service Office. The premium must be paid in U.S. dollars.

PREMIUM RATES. The initial premium rates for this Policy are shown on the Face Page of this Policy. Premium rates are subject to change.

PREMIUM RATE CHANGE. The Company may change any premium rate on any of the following dates:

1. the date this Policy's terms are changed;
2. the date the Company's liability is changed due to a change in federal, state, or local law;
3. the date the Company's liability is changed because the Policyholder (or any covered division, subsidiary or affiliated company):
 - a. relocates, dissolves or merges, or is added to or removed from this Policy; or
 - b. ceases to be covered by the state Workers' Compensation program or any other program of like intent; or
 - c. ceases to provide or reduces Sick Leave or Salary Continuance Plan benefits;
4. the date any coverage for one or more classes ceases to be provided under this Policy;
5. the date the number of Insured Employees changes by 25% or more from the enrollment on the date this Policy took effect, or the most recent Rate Guarantee Date expired, if later;
6. on any premium due date on or after this Policy's first anniversary, or any later rate guarantee date agreed upon by the Company.

Unless the Company and the Policyholder agree otherwise, the Company will give at least 60 days' advance written notice of any increase in premium rates.

MONTHLY PREMIUM AMOUNT. The amount of monthly premium due on each due date will be the Total Covered Payroll multiplied by the premium rate. Changes will not be pro-rated daily. Instead, premium will be adjusted as follows.

1. When an Insured Employee's insurance (or increased amount of insurance) takes effect, premium will be charged from the monthly due date coinciding with or next following that change.
2. When all or part of an Insured Employee's insurance terminates, the applicable premium will cease on the monthly due date coinciding with or next following that termination.
3. When premiums are paid other than monthly, increases or decreases will result in an adjustment from the premium due date coinciding with or next following that change.

The above manner of charging premium is for accounting purposes only. It will not extend insurance coverage beyond a date it would have otherwise terminated.

Each premium payment will include any adjustments in past premiums, which are needed due to changes that have not yet been taken into account. If a premium adjustment involves a return of unearned premium, the amount of the return will be limited to the prior 12-month period.

GRACE PERIOD. A Grace Period of 31 days from the due date will be allowed for the payment of each premium after the first. This Policy will remain in effect during the Grace Period. The Policyholder will be liable to the Company for the payment of all premiums due for the period this Policy remains in effect, however.

WAIVER OF PREMIUM. Premium will be administered as follows during any period for which benefits are payable.

1. Premium payments are waived for an Insured Employee who is Disabled:
 - a. from the first premium due date following the satisfaction of the Elimination Period;
 - b. until the end of any period for which benefits are payable.
2. If coverage is to be continued following a period during which premiums were waived, premium payments must be resumed as they become due.

TOTAL DISABILITY MONTHLY BENEFIT

The Company will pay a Total Disability Monthly Benefit to an Insured Employee after the completion of the Elimination Period if such Insured Employee:

1. is Totally Disabled;
2. requires the regular attendance of a Physician; and
3. submits proof of continued Total Disability, at the Insured Employee's expense, to the Company upon request.

The Total Disability Monthly Benefit will cease on the earliest of:

1. the date the Insured Employee ceases to be Totally Disabled;
2. the date the Insured Employee dies; or
3. the date the Maximum Benefit Period ends.

The amount of the Total Disability Monthly Benefit equals:

1. the Insured Employee's Basic Monthly Earnings multiplied by the Benefit Percentage (limited to the Maximum Monthly Benefit); minus
2. Other Income Benefits.

The amount of the Total Disability Monthly Benefit will not be less than the Minimum Monthly Benefit. The Benefit Percentage, Maximum Monthly Benefit, Minimum Monthly Benefit and Maximum Benefit Period are shown in the Schedule of Benefits.

PROGRESSIVE INCOME BENEFIT

EFFECTIVE DATE. An Insured Employee will become insured for the Progressive Income Benefit on:

1. the effective date of his or her coverage for Long Term Disability Benefits under this Policy; or
2. the effective date of this provision, if it is added later by amending this Policy.

Exception: The effective date will be delayed for an Insured Employee who is unable to perform one or more Activities of Daily Living or suffers from a Cognitive Impairment on that date. In that event, the Insured Employee will become insured for this benefit on the first day he or she:

1. is able to safely and completely perform all of the Activities of Daily Living without another person's active, hands-on help; or
2. no longer suffers from a Cognitive Impairment.

BENEFIT. After completion of the Elimination Period shown in the Schedule of Insurance, the Company will pay an additional monthly benefit to an Insured Employee; if he or she:

1. is receiving Total Disability or Partial Disability Monthly Benefits under this Policy; and
2. submits proof of suffering the Loss of Activities of Daily Living or a Cognitive Impairment (as defined below).

Proof must be submitted at the Insured Employee's own expense.

AMOUNT. The amount of the Progressive Income Benefit:

1. will equal 10% of the Insured Employee's Basic Monthly Earnings; but
2. will not exceed the Maximum Monthly Benefit for Long Term Disability Benefits, or \$5,000 per month (whichever is less).

The Maximum Monthly Benefit for Long Term Disability Benefits is shown in the Schedule of Insurance. The Progressive Income Benefit will not be reduced by any Other Income Benefits, or by earnings from any form of employment.

DURATION. This Progressive Income Benefit will cease on the earliest of:

1. the date the Insured Employee no longer suffers from the Loss of Activities of Daily Living or Cognitive Impairment (as defined below);
2. the date the Insured Employee is no longer entitled to Total Disability or Partial Disability Monthly Benefits under this Policy;
3. the date the Maximum Benefit Period ends; or
4. the date the Insured Employee dies.

If this Policy includes a Family Income Benefit, the amount paid to the Eligible Surviving Spouse or Children will not increase due to the Insured Employee's receipt of this Progressive Income Benefit.

DEFINITIONS

"Loss of Activities of Daily Living" means that, due to an Injury or Sickness, the Insured Employee has lost the ability to safely and completely perform **two or more** of the following six Activities of Daily Living without another person's active, hands-on help with all or most of the activity.

The six Activities of Daily Living are:

1. **Bathing** - washing self in a tub, in a shower or by sponge bath; with or without equipment.
2. **Dressing** - putting on, taking off, fastening or unfastening garments, any medically necessary braces, or any artificial limbs normally worn.
3. **Toileting** - getting to, from, on and off toilet; and performing related personal hygiene.
4. **Transferring** - moving in and out of bed, chair or any wheelchair; with or without equipment such as canes, walkers, crutches, grab bars, other support devices, or mechanical or motorized devices.
5. **Continence** - voluntarily maintaining control of bladder and bowel function; or performing related personal hygiene, including care of any catheter or colostomy bag, if not continent.
6. **Eating** - once food is prepared and made available, getting nourishment into one's body by any means. This includes eating from a table, tray or container (such as a bowl or cup); or using special equipment (such as a feeding tube or intravenous tube).

PROGRESSIVE INCOME BENEFIT
(continued)

"Cognitive Impairment" means that due to an Injury or Sickness, the Insured Employee:

1. has suffered a permanent deterioration or loss of cognitive or intellectual capacity; and
2. requires another person's active, hands-on help or verbal cues to prevent harm to self or others, due to that impairment.

The impairment must be diagnosed by a Physician based upon clinical evidence and reliable standardized tests of short or long-term memory; orientation as to person, place and time; and deductive or abstract reasoning. It may result from moderate to severe head trauma, stroke, Alzheimer's disease or other form of irreversible dementia.

"Mental Sickness" as used in this provision, means any emotional, behavioral, psychological, personality, adjustment, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome; regardless of its cause. It includes, but is not limited to:

1. schizophrenia or schizoaffective disorder;
2. bipolar affective disorder, manic depression, or other psychosis; and
3. obsessive-compulsive, depressive, panic or anxiety disorders.

These conditions are usually treated by a psychiatrist, a clinical psychologist or other qualified mental health care provider. Treatment usually involves psychotherapy, psychotropic drugs or similar methods of treatment.

Mental Sickness does **not** include irreversible dementia resulting from stroke; trauma; viral infection; Alzheimer's disease; or other conditions which are not usually treated by a mental health care provider using psychotherapy, psychotropic drugs, or similar methods of treatment.

"Pre-Existing Condition," as used in this provision, means a Sickness or Injury for which the Insured Employee received treatment within 3 months prior to his or her effective date for this benefit. Treatment includes a Physician's consultation, care and services; diagnostic measures; and the prescription, refill or taking of prescribed drugs or medicines.

EXCLUSIONS AND LIMITATIONS

Prior Disability. This benefit will not be payable during a period of Disability which begins before the Insured Employee's effective date of coverage under this benefit.

Pre-Existing Conditions. This benefit will not be payable for a Loss of Activities of Daily Living or Cognitive Impairment:

1. which is caused or contributed to by, or results from a Pre-Existing Condition (as defined above); and
2. which begins in the first 12 months after the Insured Employee's effective date under this benefit.

Mental Sickness and Substance Abuse. This benefit will not be payable during a period of Disability which is caused or contributed to by or results from a Mental Sickness, alcoholism, or voluntary use of a Controlled Substance; unless prescribed by a Physician. Controlled Substances are those defined as such in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, and any amendments to it.

Other Provisions. This benefit will be subject to all of the Definitions, Exclusions, Proof of Claim, Waiver of Premium and other provisions of this Policy.

PARTIAL DISABILITY MONTHLY BENEFIT

The Company will pay a Partial Disability Monthly Benefit to an Insured Employee, after completion of the Elimination Period; if he or she:

1. is Disabled;
2. is engaged in Partial Disability Employment;
3. is earning at least 20% of Predisability Income when Partial Disability Employment begins;
4. requires regular attendance of a Physician; and
5. submits proof of Partial Disability, at his or her own expense, to the Company upon request.

The Insured Employee does not have to be Totally Disabled prior to receiving Partial Disability Monthly Benefits. The Elimination Period may be satisfied by consecutive days of Total Disability, Partial Disability or any combination thereof.

The Partial Disability Monthly Benefit will cease on the earliest of:

1. the date the Insured Employee ceases to be Partially Disabled or dies;
2. the date the Maximum Benefit Period ends;
3. the date the Insured Employee earns more than 99% of Predisability Income, until Partial Disability Monthly Benefits have been paid for 24 months for the same period of Disability; or
4. the date the Insured Employee earns more than 85% of Predisability Income, after Partial Disability Monthly Benefits have been paid for 24 months for the same period of Disability.

The Company has the option to average earnings over three consecutive months, in the event that the Insured Employee earns less than 85% of Predisability Income in the succeeding months.

DEFINITIONS

PARTIAL DISABILITY or **PARTIALLY DISABLED** means that, as a result of a Sickness or Injury, the Insured Employee is:

1. able to perform one or more, but not all, of the main duties of such Insured Employee's own or any other occupation on a full-time or part-time basis; or
2. able to perform all of the main duties of such Insured Employee's own or any other occupation, but only on a part-time basis.

PARTIAL DISABILITY EMPLOYMENT means the Insured Employee continues or resumes working at his or her own or any other occupation; but because of a Partial Disability:

1. the Insured Employee's hours are reduced; or
2. one or more main duties of the job are eliminated or reassigned.

After the Insured Employee has received Partial Disability Monthly Benefits for 24 months for the same period of Disability, his or her current earnings may not exceed 85% of Predisability Income. This reduction in earnings must be due to the injury or sickness causing the Partial Disability.

Residual Disability

PARTIAL DISABILITY MONTHLY BENEFIT
(Continued)

BENEFIT AMOUNT. The Partial Disability Monthly Benefit will replace the Insured Employee's Lost Income; provided it does not exceed the Total Disability Monthly Benefit, which would otherwise be payable during Total Disability without the Partial Disability Employment.

Thus, the amount of the Partial Disability Monthly Benefit will equal the lesser of A or B below.

- A. **LOST INCOME:** The Insured Employee's Predisability Income, minus all Other Income Benefits (including earnings from Partial Disability Employment).
- B. **TOTAL DISABILITY MONTHLY BENEFIT** otherwise payable:
 - 1. The Insured Employee's Predisability Income multiplied by the Benefit Percentage (limited to the Maximum Monthly Benefit); minus
 - 2. Other Income Benefits, except for earnings from Partial Disability Employment.

The Partial Disability Monthly Benefit will never be less than the Minimum Monthly Benefit. The Benefit Percentage, Maximum Monthly Benefit, Minimum Monthly Benefit, and Maximum Benefit Period are shown in the Schedule of Benefits.

Progressive Calculation

OTHER INCOME BENEFITS

OTHER INCOME BENEFITS mean those benefits shown below:

1. Any temporary or permanent benefits or awards for which the Insured Employee is eligible under:
 - (a) Workers' or Workmen's Compensation Law;
 - (b) occupational disease law; or
 - (c) any other act or law of like intent.
2. Any disability income benefits for which the Insured Employee is eligible under any compulsory benefit act or law.
3. Any disability income benefits for which the Insured Employee is eligible under:
 - (a) any other group plan, sick leave or formal salary continuance plan of the Employer; or
 - (b) any governmental retirement system as a result of the Insured Employee's job with the Employer.
4. Any Disability Benefits or Retirement Benefits the Insured Employee receives under a Retirement Plan.
5. Benefits under the Social Security Act, or any similar plan or act as follows:
 - (a) disability or unreduced retirement benefits for which:
 - i. the Insured Employee is eligible; and
 - ii. the Insured Employee's spouse, child or children are eligible because of the Insured Employee's Disability; or
 - iii. the Insured Employee's spouse, child or children are eligible because of the Insured Employee's eligibility for unreduced retirement benefits; or
 - (b) reduced retirement benefits received by:
 - i. the Insured Employee; and
 - ii. the Insured Employee's spouse, child or children because of the Insured Employee's receipt of the reduced retirement benefits.
6. Earnings the Insured Employee earns or receives from any form of employment.

These Other Income Benefits, except Retirement Benefits, are benefits resulting from the same Disability for which a Monthly Benefit is payable under this Policy.

COST-OF-LIVING FREEZE. After the first deduction for each of the Other Income Benefits, the Monthly Benefit will not be further reduced due to any cost-of-living increases payable under these Other Income Benefits.

LUMP SUM PAYMENTS. Other Income Benefits which are paid in a lump sum will be prorated on a monthly basis over the time period for which the sum is given. If no time period is stated, the sum will be prorated on a monthly basis over the time the Company expects the Insured Employee to live.

Full Social Security Integration

RECURRENT DISABILITY

A Recurrent Disability will be treated as a new period of Disability and a new Elimination Period must be completed before further Monthly Benefits are payable if the Insured Employee returns to such Insured Employee's regular occupation on a full-time basis for six months or more.

"Recurrent Disability" means a Disability which is related or due to the same cause(s) as a prior Disability for which a Monthly Benefit was payable.

A Recurrent Disability will be treated as part of the prior Disability if an Insured Employee returns to such Insured Employee's regular occupation on a full-time basis for less than six months.

To qualify for a Monthly Benefit, the Insured Employee must earn less than 80% of Predisability Income.

Monthly Benefit payments will be subject to the terms of this Policy for the prior Disability.

If an Insured Employee becomes eligible for coverage under any other group long term disability policy, this Recurrent Disability Provision will cease to apply to that Insured Employee.

EXCLUSIONS

GENERAL EXCLUSIONS. This Policy will not cover any Total or Partial Disability due to:

1. war, declared or undeclared or any act of war;
2. intentionally self-inflicted injuries;
3. active participation in a riot; or
4. the Insured Employee's committing of or the attempting to commit a felony or any type of assault or battery.

PRE-EXISTING CONDITION EXCLUSION. This Policy will not cover any Total or Partial Disability:

1. which is caused or contributed to by, or results from a Pre-Existing Condition; and
2. which begins in the first 12 months after the Insured Employee's Effective Date.

"Pre-Existing Condition" means a Sickness or Injury for which the Insured Employee received treatment within 3 months prior to the Insured Employee's Effective Date.

"Treatment" means consultation, care or services provided by a Physician including diagnostic measures and taking prescribed drugs and medicines.

MENTAL ILLNESS LIMITATION

Benefits for Total or Partial Disability due to Mental Illness will not exceed 24 months of Monthly Benefit payments unless the Insured Employee:

1. is in a Hospital or Institution at the end of the 24 month period. The Monthly Benefit will be paid during confinement. If the Insured Employee remains Totally or Partially Disabled when discharged, the Monthly Benefit will be paid for a recovery period of up to 90 days.

If the Insured Employee is again confined during the 90 day recovery period for at least 14 days in a row, benefits will be paid for the reconfinement and another recovery period of up to 90 more days.

2. continues to be Totally or Partially Disabled and becomes confined in a Hospital or Institution after the 24 month period and for at least 14 consecutive days. The Monthly Benefit will be payable during the confinement.

In any case, the Monthly Benefit will not be payable beyond the Maximum Benefit Period.

"Mental Illness" means mental, nervous or emotional diseases and disorders of any type.

SUBSTANCE ABUSE LIMITATION

Benefits for Total or Partial Disability due to Substance Abuse will be limited to 24 months of Monthly Benefit payments; unless the following conditions are met.

1. If the Insured Employee is confined in a Hospital or Treatment Center at the end of the 24th month for which Policy benefits are paid; then the Monthly Benefit will be paid:
 - (a) during the rest of the confinement; and
 - (b) for a recovery period of 90 days after discharge, if the Insured Employee remains Disabled after discharge.

If the Insured Employee is again confined to a Hospital or Treatment Center during the 90-day recovery period for at least 14 days in a row; then the Monthly Benefit will be paid:

- (a) during the new confinement; and
 - (b) for a second recovery period of up to 90 days after discharge, if the Insured Employee remains Disabled after discharge.
2. If the Insured Employee continues to be Disabled, and is again confined in a Hospital or Treatment Center for at least 14 days in a row; then:
 - (a) the Monthly Benefit will be payable during the confinement; but
 - (b) no additional recovery period will be payable after discharge.

In any case, the Monthly Benefit will not be payable beyond the Maximum Benefit Period.

DEFINITIONS. "Substance Abuse" means alcoholism, drug abuse or chemical dependency of any type.

"Treatment Center" means a health care facility, or a medical or psychiatric unit of a health care facility, which:

1. is licensed, certified or approved by the state where it is located;
2. has a program for inpatient treatment of substance abuse; and
3. provides such treatment based upon a written plan approved and supervised by a Physician.

REASONABLE ACCOMMODATION BENEFIT

If an Insured Employee of the Employer is Disabled, and is receiving Policy benefits; then the Employer may be eligible for a Reasonable Accommodation Benefit. This Benefit reimburses the Employer for 50% of the expense incurred for reasonable accommodation services for the Insured Employee; but will not exceed:

1. a maximum benefit of \$5,000 for any one Insured Employee; or
2. the Company's expected liability for the Insured Employee's Long Term Disability claim (whichever is less).

Such services may include:

1. providing the Insured Employee a more accessible parking space or entrance;
2. removing barriers or hazards to the Insured Employee from the worksite;
3. special seating, furniture or equipment for the Insured Employee's work station;
4. providing special training materials or translation services during the Insured Employee's training; and
5. other services the Company deems reasonably necessary to help the Insured Employee return to work with the Employer.

ELIGIBILITY FOR BENEFIT. The Company will determine the Employer's eligibility to receive the Benefit. To qualify for the Benefit, the Employer must have an Insured Employee:

- a. whose Disability prevents the performance of his or her regular occupation at the Employer's worksite;
- b. who has the physical and mental abilities needed to perform his or her own or another occupation at the Employer's worksite; but only with the help of the proposed accommodation; and
- c. who is reasonably expected to return to work with the help of the proposed accommodation.

The Company must also find that the requested Reasonable Accommodation Benefit is less than the expected liability for the Insured Employee's Long Term Disability claim.

WRITTEN PROPOSAL. The reasonable accommodation services must be provided in accord with a written proposal, which is developed with input from:

1. the Employer;
2. the Insured Employee; and
3. his or her Physician, when appropriate.

The proposal must state the purpose of the proposed accommodation; and the times, dates and costs of the services.

CONDITIONS. Either the Company, the Employer, the Insured Employee, or his or her Physician may first propose an accommodation.

The proposal must be approved by the Company in writing.

The Company will then reimburse the Employer, upon receipt of proof that the Employer:

1. has provided the services for the Insured Employee; and
2. has paid the provider for the services.

PRIOR INSURANCE CREDIT UPON TRANSFER OF INSURANCE CARRIERS

To prevent loss of coverage for an Employee because of a transfer of insurance carriers, this Policy will provide Prior Insurance Credit for employees insured under the prior carrier's policy on its termination date as follows.

FAILURE TO BE ACTIVELY-AT-WORK DUE TO INJURY OR SICKNESS. Subject to premium payments, this Policy will provide coverage to an Employee:

1. who was insured by the prior carrier's policy at the time of transfer; and
2. who was not Actively-At-Work due to Injury or Sickness on this Policy's Effective Date.

The coverage will be that provided by the prior carrier's policy, had it remained in force. The Company will pay:

1. the benefit that the prior carrier would have paid; minus
2. any amount for which the prior carrier is liable.

DISABILITY DUE TO A PRE-EXISTING CONDITION. Benefits may be payable for a Total Disability due to a Pre-Existing Condition for an Employee who:

1. was insured by the prior carrier's policy at the time of transfer; and
2. was Actively-At-Work and insured under this Policy on this Policy's Effective Date.

The benefits will be determined as follows:

1. The Company will apply this Policy's Pre-Existing Condition Exclusion. If the Insured Employee qualifies for benefits, such Insured Employee will be paid according to this Policy's benefit schedule.
2. If the Insured Employee cannot satisfy this Policy's Pre-Existing Condition Exclusion, but can satisfy the prior carrier's pre-existing condition exclusion giving consideration towards continuous time insured under both policies; then he or she will be paid in accord with the benefit schedule and all other terms, conditions and limitations of:
 - a. this Policy without applying the Pre-Existing Condition Exclusion; or
 - b. the prior carrier's policy;whichever is less.
3. If the Insured Employee cannot satisfy the Pre-Existing Condition Exclusion of this Policy or that of the prior carrier, no benefit will be paid.

FAMILY INCOME BENEFIT

The Company will pay a lump sum benefit to the Eligible Survivor when proof is received that an Insured Employee died:

1. after Disability had continued for 180 or more consecutive days; and
2. while receiving a Monthly Benefit.

The benefit will be equal to three times the Insured Employee's Last Monthly Benefit.

"Last Monthly Benefit" means the gross Monthly Benefit payable to the Insured Employee immediately prior to death. Any reductions for Other Income Benefits, or for earnings the Insured Employee received for Partial Disability Employment, will not apply.

"Eligible Survivor" means the Insured Employee's:

1. surviving spouse; or, if none
2. surviving children who are under age 25 on the Insured Employee's date of death.

If there are no Eligible Survivors, payment will be made to the Insured Employee's estate.

If payment becomes due to the Insured Employee's children; then payment will be made to:

1. the surviving children, in equal shares; or
2. a person named by the Company to receive payments on the children's behalf.

This payment will be valid and effective against all claims by others representing, or claiming to represent, the children.

Three Month Survivor Benefit

COST-OF-LIVING ADJUSTMENT

The Company will make a Cost-of-Living Adjustment to the Employee's Total Disability Monthly Benefit if such Insured Employee:

1. has been Totally Disabled for 12 straight months following the Elimination Period; and
2. is receiving Total Disability Monthly Benefits on July 1st.

The Insured Employee will be eligible for an additional Cost-of-Living Adjustment on each subsequent July 1st if such Insured Employee is continuously receiving Total Disability Monthly Benefits. However, no more than the maximum number of adjustments (shown in the Schedule of Benefits) will be made during the Insured Employee's benefit period.

The Cost-of-Living Adjustment equals the Cost-of-Living Percentage (shown in the Schedule of Benefits) times the Insured Employee's Total Disability Monthly Benefit. For the purpose of calculating the Cost-of-Living Adjustment, the Total Disability Monthly Benefit will include any prior Cost-of-Living Adjustments. Each Cost-of-Living Adjustment will be added to the Insured Employee's Total Disability Monthly Benefit and will be paid monthly. The Cost-of-Living Adjustments are not subject to the Maximum Monthly Benefit.

COLA Option I

RECOVERY BENEFIT FOR COMMISSIONED EMPLOYEES

BENEFIT. The Company will pay a Recovery Benefit to an Insured Employee who returns to Full-Time employment in his or her Own Occupation with the Employer and:

1. earned commissions as part of Predisability Income;
2. has received Total or Partial Disability Benefits for at least 1 month;
3. upon return continues to earn commissions; and
4. earns less than 100% of Predisability Income.

AMOUNT. The amount of the Recovery Benefit equals the Insured Employee's Predisability Income minus all Other Income Benefits, limited to the Maximum Monthly Benefit.

TERMINATION OF RECOVERY BENEFIT. An Insured Employee's Recovery Benefit will terminate on the earliest of:

1. the date the Insured Employee's earnings upon return to Full-Time employment equal or exceed 100% of Predisability Income; or
2. six months after the Insured Employee returns to Full-Time employment in his or her Own Occupation with the Employer.