

# Certificate of Insurance

## GROUP LONG TERM DISABILITY INSURANCE

L'anse Creuse Public Schools  
Clinton Township, Michigan  
Adult Education Employees

Administered By:

**NIS**  
National Insurance Services

# Certificate Amendment

**Effective Date:** January 1, 2021

**Group Policyholder:** L'anse Creuse Public Schools

**Group No.** 7887

**Class(es) affected by this Amendment:** Class 07

**Amendment effective date:** May 1, 2024

**Reason for this Amendment to the Certificate:** We need to add the following enhancements to the provisions:

1. Under “**LTD Benefit Calculation**”, the item entitled “**LTD Benefit**” is hereby deleted in its entirety and replaced with the following:

**“LTD Benefit**

If you are Disabled with no Work Earnings or Disabled with Work Earnings less than 20% of your Indexed Predisability Earnings, your monthly LTD Benefit will be equal to your monthly Gross LTD Benefit minus monthly Deductible Income, exclusive of any Work Earnings (subject to the Minimum Monthly Benefit).

If you are Disabled with Work Earnings greater than or equal to 20% of your Indexed Predisability Earnings, your monthly LTD Benefit is calculated as follows:

1. During the Work Incentive Period, Your LTD Benefit will be equal to your monthly Gross LTD Benefit minus monthly Deductible Income (subject to the Minimum Monthly Benefit);

2. Upon expiration of the Work Incentive Period, your LTD Benefit will be calculated as follows (subject to the Minimum Monthly Benefit):  $(A \div B) \times C$ , where:

A = monthly Indexed Predisability Earnings minus Work Earnings for that same period.

B = monthly Indexed Predisability Earnings.

C = monthly Gross LTD Benefit, using Indexed Pre-disability Earnings minus monthly Deductible Income (exclusive of Work Earnings).”

2. Under “**Deductible Income**”, under the section “Deductible Income includes the following:”, item ‘2.’ is hereby deleted in its entirety and replaced with the following:

“2. Any excess of annual or personal leave pay, vacation pay, severance pay, or other salary continuation payable to you by your Employer plus your LTD Benefit and all other sources of Deductible Income over 100% of your Predisability Earnings immediately prior to the onset of your Disability.”

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

Home Office: 1241 John Q. Hammons Drive, Madison, WI 53717 • Phone: 1-800-356-9601

Administered By: National Insurance Services • 300 North Corporate Drive, Suite 300, Brookfield, WI 53045-5804

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

**PLEASE READ THIS CERTIFICATE CAREFULLY.**

This Certificate of Insurance (hereinafter referred to as "Certificate") is evidence of insurance provided under the Group Policy issued to, and held by, the Group Policyholder (as shown in the "Schedule Page"). This Certificate describes the essential features of the insurance.

If You become Disabled while insured under this Certificate, We will pay Long-Term Disability Benefits according to the terms of this Certificate.

The Group Policy is the agreement between the Group Policyholder and Us under which payments are made. The Group Policy may be amended at any time without notice to You. Any amendment will not affect a claim starting before the amendment takes effect. You may inspect the Group Policy at any time during business hours at the office of the Group Policyholder.

Executed by Madison National Life Insurance Company, Inc.



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**Marita Zuraitis**  
**President**



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**Donald Carley**  
**Corporate Secretary**

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## **Schedule of Benefits Page ("Schedule Page")**

### **Administrative**

Group Policyholder: L'anse Creuse Public Schools

Group number: 7887

Group Effective Date: January 1, 2021

Revised Benefit Effective Date: May 1, 2024

Eligible Class: 07 - Adult Education Employees

Minimum Hourly Work Requirement: 20 hours per week

Waiting Period for insurance: 0 days

Employee Eligibility Effective Date: Upon completion of the Waiting Period

Evidence of Insurability Requirement: Applies to Late Enrollees, Increases in Insurance amount, and amounts exceeding the Guarantee Issue Amount

Guarantee Issue Amount: \$3,000

### **Premium Contribution:**

Insured: 0%

Group Policyholder: 100%

Waiver of premium: Premiums are required during the Elimination Period. However, premiums are waived while LTD Benefits are payable. Upon Your return to Active Work, premiums will again be payable.

### **LTD Insurance**

Elimination Period: Greater of 90 days or end of accumulated sick pay

Own Occupation Period: 24 months following the end of the Elimination Period

Any Occupation Period: From the end of the Own Occupation Period to the end of the Maximum Benefit Period.

Definition of Disability: Zero Day

Work Incentive Period: First 12 months of Disability with Work Earnings

LTD Benefit Percentage: 60%

Maximum Monthly Covered Salary: \$5,000

Minimum Monthly Benefit: Greater of \$100 or 10% of Gross LTD Benefit

Maximum Monthly Benefit: \$3,000

Maximum Benefit Period:

<u>Age at disablement</u>	<u>Benefit durations*</u>
61 or Younger	To Age 65
62	3-1/2 Years
63	3 Years
64	2-1/2 Years
65	2 Years
66	1-3/4 Years
67	1-1/2 Years
68	1-1/4 Years
69 or older	1 Year

\*To the later of: 1) the specified length of time as stated above, or 2) the day before attaining the Social Security Normal Retirement Age under the United States Social Security Act, as revised.

Claim Payment Method: Monthly

Social Security Integration: Full Family

Freeze Type: General Freeze

Integration with Sick Pay: Direct

**Limitations and Exclusions**

Mental Disorder and Substance Abuse: 24 months combined

Pre-existing Condition Period: 3 months prior to effective date / 12 months after effective date

## Definitions

**Active Work** and **Actively at Work** mean performing all the Material Duties of Your Own Occupation at the Group's usual place of business, and satisfying the Minimum Hourly Work Requirement. Actively at Work includes regularly scheduled days off, holidays, or vacation days, so long as You are capable of sustained Active Work on those days.

**Any Occupation** means any job You are qualified for by education, training, or experience regardless of whether You are working in that or another occupation. "Any Occupation Period" is the time period shown in the "Schedule Page".

**Contributory** means You pay all or a portion of Your insurance premium.

**CPI-W** means the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the CPI-W is discontinued or changed, We may use a comparable index.

**Deductible Income** means income You receive or are eligible to receive, while LTD Benefits are payable, and will be deducted from Your LTD Benefit. Section "Deductible Income" details what is and is not considered income.

### **Disability and Disabled:**

During Your Elimination Period and Own Occupation Period:

**Disability and Disabled** mean, due to Physical Disease, Injury, Mental Disorder or Substance Abuse, You are unable to perform one or more of the Material Duties of Your Own Occupation and as a result, Your Work Earnings are less than 80% of Your Indexed Pre-disability Earnings, and You are incapable of earning 80% or more of Your Indexed Pre-disability Earnings.

After Your Own Occupation Period ends:

**Disability and Disabled** mean, due to Physical Disease, Injury, Mental Disorder or Substance Abuse, You are unable to perform one or more of the Material Duties of Any Occupation. As a result, Your Work Earnings are less than 60% of Your Indexed Pre-disability Earnings, and You are incapable of earning 60% or more of Your Indexed Pre-disability Earnings.

"Own Occupation Period" and "Any Occupation Period" are shown in the "Schedule Page".

- Your Work Earnings may be Deductible Income. See sections "LTD Benefit Calculation" and "Deductible Income".
- If Your occupation requires a license or certification, a restriction or loss of Your license or Certificate does not, in itself, constitute a Disability.
- Your inability to perform any of Your Material Duties because of preventive treatments or other preventive measures does not, by itself, constitute a Disability.

**Eligible Class** means a classification defined by the Group and shown in the "Schedule Page". You must be an Eligible Person of an Eligible Class in order to be eligible for this insurance.

**Eligible Person** means an individual in an Eligible Class, who is Actively at Work, and who is reported on the Group's records for Social Security and tax withholding purposes.

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

This Certificate includes a cumulative Elimination Period. If Your Disability ceases during the Elimination Period for a combined total of 30 days or less, (during all returns to work), the Disability is treated as continuous. However, days that You are not Disabled will not count toward the Elimination Period.

**Evidence of Insurability** means You must: (i) complete and sign Our Evidence of Insurability application and return the original to Us (no later than 60 days from the date signed); (ii) authorize Us to obtain information about Your health; (iii) undergo a physical examination and diagnostic testing, if required by Us; and (iv) provide any additional information, We may reasonably require, about Your insurability.

**Group Effective Date** means the date (shown in the "Schedule Page") the Group Policy, with respect to the Group, became effective.

**Group Policy** means the group insurance policy or joinder agreement We issued to the Group as shown in the "Schedule Page".

**Group** and **Group Policyholder** mean the "Group Policyholder" named in the "Schedule Page".

**Gross LTD Benefit** means the amount calculated in section "LTD Benefit Calculation"

**Guarantee Issue Amount** means the amount (shown in the "Schedule Page") of insurance provided, up to the Maximum Monthly Benefit, which is not subject to Evidence of Insurability.

**Hospital** means a legally constituted institution (or an institution which operates pursuant to law), having organized facilities for the care and treatment of sick and injured persons on a resident or inpatient basis, including facilities for diagnosis and surgery under the supervision of a staff of one or more licensed physicians, and provides twenty-four (24)-hour nursing service by registered nurses on duty or call. It does not mean convalescent, nursing, rest or extended care facilities or facilities operated exclusively for treatment of the aged, drug addiction or alcoholism, even though the facilities are operated as a separate institution by a hospital.

**Indexed Pre-disability Earnings** means Your Pre-disability Earnings adjusted annually by the rate of increase in the CPI-W. During the first year of Disability, Indexed Pre-disability Earnings are the same as the Pre-disability Earnings. Thereafter, Your Indexed Pre-disability Earnings are determined on each anniversary of Your Disability using this above method. The maximum adjustment in any year is 10%. Your Indexed Pre-disability Earnings may increase or remain the same, but will never decrease, even if the CPI-W decreases.

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

**Insured** means an Eligible Person whose insurance is in effect under this Certificate.

**Late Enrollee** means a person who applies for insurance under the Group Policy more than 31 days after becoming eligible.

**LTD** means Long-Term Disability.

**LTD Benefit** means the net benefit payment due to You after deductions are applied to Your Gross LTD Benefit as provided for under this Certificate. Your LTD Benefit is calculated under section "LTD Benefit Calculation".

**Material Duties** means the duties generally required by employers in the national economy of those engaged in a particular occupation that cannot be reasonably modified or omitted. Working an average of more than 40 hours per week is not considered "Material Duties".



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

**Maximum Monthly Benefit** means the amount shown in the "Schedule Page".

**Mental Disorder** means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome listed in the latest edition of the American Psychiatric Association Diagnostic and Statistical Manual or the International Classification of Disease. "Mental Disorder" does not include irreversible dementia resulting from stroke, trauma, viral infection or conditions not normally treated by a mental health provider providing psychotherapy, psychotropic drugs or other related treatment.

**Minimum Hourly Work Requirement** means the work hours over a given time period required of You by the Group in order to be eligible for insurance. Your Minimum Hourly Work Requirement is shown in the "Schedule Page".

**Minimum Monthly Benefit** means the amount shown in the "Schedule Page".

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

**Own Occupation** means the occupation You routinely perform for the Group at the time Disability begins. We look at Your Own Occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific employer or at a specific location. "Own Occupation Period" is the time period shown in the "Schedule Page".

**Physical Disease** means an entity or process producing structural or functional changes in the body as diagnosed by a Physician. Physical Disease includes Pregnancy and Mental Disorder.

**Physician** means a licensed medical professional, under the laws of a state of the United States of America, acting within the scope of such license, who is permitted by law to prescribe medications and practice independent of supervision. For the purpose of this insurance, Physician does not include You or Your Spouse or the brother, sister, parent or child of either You or Your Spouse. Physician does not include Master's-level practitioners.

**Pre-disability Earnings** means Your earnings in effect on Your last full day of Active Work prior to becoming Disabled.

**Pre-existing Condition** means a mental or physical condition, whether or not diagnosed or misdiagnosed, where You did one or more of the following at any time during the Pre-existing Condition Period (shown in the "Schedule Page") just before the effective date of Your insurance or the effective date of any subsequent Increase in Insurance:

1. consulted a Physician or other licensed medical professional;
2. received medical treatment, services or advice;
3. underwent diagnostic procedures, including self-administered tests (excluding blood) or procedures; or
4. took prescribed medications.

**Pregnancy** means pregnancy and childbirth, including complications of pregnancy.

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

**Reasonable Accommodations** means modifications or adjustments in the work environment, or the way things are usually done, which enable You to perform Your Material Duties.

**Regular Care of a Physician** means:

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

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

**State Retirement Plan (SRP)** means a state retirement fund or state teacher's retirement fund.

**Substance Abuse** means abuse of alcohol, alcoholism, drug addiction or dependence upon any controlled substance, unless prescribed by a Physician and used by You as prescribed.

**Waiting Period** means the period of time (as shown in the "Schedule Page") You must be an Eligible Person (and Actively at Work) before Your insurance is effective, unless You were insured under the Prior Plan.

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

**Work Earnings** means Your gross monthly earnings from work performed while Disabled.

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

In determining Your Work Earnings, We:

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

If Your earnings vary substantially from month to month, We will calculate Your Work Earnings by averaging Your earnings over the most recent three-month period.

During the Own Occupation Period, You will no longer be Disabled when Your average Work Earnings over the last three months equal or exceed 80% of Your Indexed Pre-disability Earnings, or when You are capable of earning 80% or more of Your Indexed Pre-disability Earnings.

During the Any Occupation Period, You will no longer be Disabled when Your average Work Earnings over the last three months equal or exceed 60% of Your Indexed Pre-disability Earnings, or when You are capable of earning 60% or more of Your Indexed Pre-disability Earnings.

**You and Your** means the Insured.

## Eligibility and Effective Dates

### Eligibility for Insurance

Your eligibility date is the date shown in the "Schedule Page".

To be eligible, You must satisfy the following requirements:

1. be an Eligible Person.
2. be a citizen or legal resident of the United States of America or one of its territories or Canada.
3. be Actively at Work and capable of sustained Active Work on the effective date of Your insurance and the effective date of any subsequent increase in insurance.
4. satisfy Your Waiting Period, if any.
5. You cannot be an Eligible Person of more than one Eligible Class.
6. You cannot be a temporary, seasonal or leased employee; a full-time member of the armed forces of any country or contractor.

If Evidence of Insurability is required, You must provide this evidence and be approved for insurance by Us. The "Schedule Page" shows when Evidence of Insurability is required.

### Effective Dates

#### Initial Enrollment

**Noncontributory insurance not subject to Evidence of Insurability or subject to Evidence of Insurability and has been approved by Us**, is effective on the date you become an Insured. However, if You initially waive participation and then later wish to participate, You will be treated as a Late Enrollee, subject to Evidence of Insurability.

**Contributory insurance subject to Evidence of Insurability** is effective on the first day of the month immediately following the month Your Evidence of Insurability is approved by Us, except if the approval occurs on the first day of a month, insurance is effective on that day.

**Contributory insurance is not subject to Evidence of Insurability** if You apply prior to, or within 31 days of becoming an Eligible Person. Insurance is effective on the date after You complete Your Waiting Period.

If You do not apply prior to or within 31 days of becoming an Eligible Person, and subsequently wish to obtain insurance, You will be a Late Enrollee subject to Evidence of Insurability.

If You are required to provide Evidence of Insurability, You are responsible for all costs associated with providing it. In each case where Evidence of Insurability is required, We base Our decision whether to approve insurance on the information provided during the underwriting process. If We learn the information relied on to approve insurance was incorrect, or relevant information was omitted, We may retroactively rescind insurance and deny claims, subject to the "Incontestability" provision.

#### Increases in Insurance and Late Enrollees

Where Evidence of Insurability is required, Increase in Insurance and Late Enrollees are effective on the first day of the month immediately following the month Evidence of Insurability is approved by Us, except if the approval occurs on the first day of a month, insurance is effective on that day.

Where Evidence of Insurability is not required, an increase in insurance is effective on the first day of the month immediately following the month You are eligible for such insurance, except if You are eligible on the first day of a month, insurance is effective on that day.

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

#### **Rules for Transfer of Persons from Prior Plan**

- If You were eligible for insurance and insured under the Prior Plan on the day before the Group Effective Date, You are insured on the Group Effective Date without meeting the Active Work requirement under the "Eligibility and Effective Dates" section.
- The LTD Benefit is the lesser of the LTD monthly benefit payable under the terms of the Prior Plan had it remained in force, or the LTD Benefit as determined under the LTD Benefit Calculation. However, no benefits are payable to You under this Certificate if any benefits are payable to You under the Prior Plan.
- If You were eligible for insurance under the Prior Plan for more than 31 days, but were not insured under the Prior Plan, You must provide Evidence of Insurability, and be approved by Us, for this insurance.
- Continuation of Insurance and Pre-existing Conditions. In calculating the insurance period for determining whether the Pre-existing Condition Exclusion applies, We include any period of continuous insurance under the Prior Plan immediately preceding the Date You became insured under this Certificate.

#### **Leaves of Absence**

##### Approved FMLA Leave of Absence (for Groups subject to FMLA)

Contributory or Noncontributory Premiums: If You are on leave with the Federal Family and Medical Leave Act of 1993 (FMLA), as amended, insurance will continue until the later of the required FMLA leave period or the leave period required by applicable state law, if:

1. FMLA Leaves, and the right to continue insurance during FMLA Leaves, are available to all Insureds in the same Eligible Class under the Group Policy;
2. the Group remits the required insurance premium; and
3. the FMLA Leave is approved in advance by the Group and the approval includes documentation with the beginning and ending dates of the leave and the amount of Your covered salary. Documentation about Your leave must be available to Us at Our request.

The Elimination Period can be satisfied, and benefits may be payable, during a FMLA Leave, subject to Certificate provisions. The benefit is based on the lesser of Your earnings in effect on Your last full day of Active Work prior to the leave, or the salary for which premium is paid.

##### Paid Leave of Absence

Noncontributory insurance will continue if:

1. the Paid Leave is approved in advance by the Group and the approval includes documentation of the beginning and ending dates of the leave and the amount of Your covered salary. Documentation about Your Paid Leave must be made available to Us at Our request; and
2. Paid Leaves, and the right to continue insurance during Paid Leaves, are available to all Insureds in the same Eligible Class; and
3. the Group remits the required premium for insurance.

Contributory insurance will continue if:

1. the Paid Leave is approved in advance by the Group and the approval includes documentation of the beginning and ending dates of the leave and the amount of Your covered salary. Documentation about Your Paid Leave must be made available to Us at Our request; and
2. Paid Leaves, and the right to continue insurance during Paid Leaves, are available to all Insureds in the same Eligible Class; and
3. You continue to pay the required premium to the Group without interruption, and the Group continues to remit Your premium to Us.

Noncontributory and Contributory insurance:

The Elimination Period can be satisfied during a Paid Leave, but benefits will not begin until the later of the end of the Elimination Period, or the date the Paid Leave is scheduled to end. If a benefit is payable, it will be based on the lesser of Your earnings in effect on Your last full day of Active Work prior to the Paid Leave, or the salary for which premium is paid.

Unless You return to active, eligible status on or before the date the Paid Leave is scheduled to end, insurance extended during a Paid Leave will terminate on the earlier of the date the Paid Leave is scheduled to end, 12 months from the date the Paid Leave began or the date the premium for Your insurance is not paid as required.

If You choose not to continue insurance, or Your insurance terminates during a Paid Leave and You subsequently wish to obtain insurance, You are treated as a Late Enrollee and required to provide Evidence of Insurability.

#### Multiple Leaves of Absence.

If You are eligible to receive continued insurance due to more than one Leave of Absence, the insurance will continue, according to the terms outlined in this section, for the Leave of Absence(s) You began immediately after You were last considered an Eligible Person.

## **New/Recurrent Disability**

### **Effect of New Disability**

If a period of Disability is extended by a new cause, while LTD Benefits are payable, LTD Benefits will continue while You remain Disabled. However, LTD Benefits will not continue beyond the end of the original Maximum Benefit Period and section "Exclusions" (and "Limitations" if any) apply to the new cause of Disability.

### **Recurrent Disability**

If Your Own Occupation does not allow You to be Actively at Work for the entire calendar year due to a seasonal or regularly scheduled employment break, We will consider You to have returned to work if You would have been able to return to work had work been regularly scheduled.

If You return to work from a Disability where benefits were payable under the Group Policy, or under the Prior Plan, and then You become Disabled again due to the same or related cause, We will treat the separate periods of Disability as one period of continuous Disability. However, You must be continuously insured under the Group Policy and the Prior Plan, if applicable, during the period of recovery and the period does not exceed 6 months. Benefits resume on the date Your Disability recurs.

If You return to work from a Disability covered under the Group Policy and then become Disabled again due to an unrelated cause, We treat the subsequent Disability as a new claim, subject to the terms of the Group Policy.

If You return to work from a Disability covered under the Group Policy and then become Disabled again more than 6 months after You return to work, We treat the subsequent Disability as a new claim, subject to the terms of the Group Policy.

## **Pre-Disability Earnings**

Pre-disability Earnings includes the following:

1. your base rate of pay;
2. Your contributions through a salary reduction agreement with Your employer to: (i) an Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), or 457 deferred compensation arrangements; or (ii) an executive nonqualified deferred compensation arrangement; and;

3. amounts You contribute to Your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Pre-disability Earnings do not include the following:

1. increases in pay You receive while You are on Disability;
2. any other extra compensation;
3. commissions;
4. overtime pay;
5. expense reimbursements;
6. pay for extracurricular activities;
7. longevity pay;
8. extra duty pay;
9. supplemental pay;
10. shift differential;
11. Your employer's contributions to your health insurance premium;
12. Your employer's contributions to a Tax Sheltered Annuity (TSA);
13. Your employer's contributions on your behalf to any deferred compensation arrangement, pension plan, or other fringe benefits;
14. bonuses.

In no event will Your monthly Pre-disability Earnings exceed either the monthly salary for which premiums are paid or the Maximum Monthly Covered Salary.

#### Methods of Calculating Pre-disability Earnings

- Salaried Insureds - Your monthly Pre-disability Earnings are equal to Your annual Pre-disability Earnings divided by twelve.
- Hourly Insureds - Your monthly Pre-disability Earnings are based on Your hourly pay rate multiplied by the number of hours You are regularly scheduled to work per month, not to exceed 173.33 hours. If You do not have regular work hours, Your monthly Pre-disability Earnings are based on the average number of hours You worked per month during the preceding 12 calendar months (or during Your period of employment if less than 12 months), not to exceed 173.33 hours.

## **Deductible Income**

Your Gross LTD Benefit will always be reduced by Deductible Income available to You or which You are eligible to receive, whether or not You apply for and receive other payments or benefits. The Deductible Income We subtract from Your Gross LTD Benefit is stated below.

To receive the full measure of benefits under this Certificate, You must apply for all Deductible Income You may be eligible for as soon as You are entitled to the Deductible Income. If You do not apply for, and actively pursue, all Deductible Income You may be eligible for, We will make a decision as to whether You are entitled to the income. If the decision is You are entitled to Deductible Income, We will estimate the amount of the income and reduce the Gross LTD Benefit by that estimated amount as of the date We deem You are eligible to receive Deductible Income. Integration of the estimated amount of Deductible Income available to You will continue until You provide Us with proof You have filed the appropriate application(s) and continue to actively pursue Deductible Income.

Each month We will determine Your LTD Benefit using the Deductible Income for the same monthly period, even if You receive the Deductible Income in another month. If You are paid Deductible Income in a lump sum, We will use the period of time the Deductible Income applies to. If no time period is stated, We will make a reasonable estimate.

We will not estimate the amount of Deductible Income, nor reduce Your Gross LTD Benefit, by any amounts when applications or administrative appeals for Deductible Income are pending. However, You must:

1. apply for and pursue all Deductible Income in which You might be eligible;
2. designate, at Our request, an agent endorsed by Us as Your representative in the application process and cooperate with the representative at all stages of the application process;
3. keep Us informed on a timely basis of the status of all applications for Deductible Income;
4. sign a reimbursement agreement; and
5. pursue administrative appeals of Deductible Income denials.

Deductible Income includes the following:

1. Sick pay (including donated amounts and paid time off);
2. Annual Pay, personal leave pay, severance pay, vacation pay or other salary continuation, payable to You by Your employer.
3. Your Work Earnings:
  - (i) During the Work Incentive Period, if the total amount of Your Gross LTD Benefit, plus the amount You receive from Work Earnings, exceeds 100% of Your Pre-disability Earnings, the amount in excess of 100% of Your Pre-disability Earnings will be included in Deductible Income.
  - (ii) After the Work Incentive Period, Your Work Earnings will be offset as shown in Section "LTD Benefit Calculation";
4. Any amount You receive or are eligible to receive under any of the following: (i) a Workers' Compensation Law to the extent these amounts are of the general character as payments provided under the Group Policy for Disability; (ii) the Jones Act; (iii) Maritime Doctrine of Maintenance, Wages or Cure; (iv) Longshoremen's and Harbor Worker's Act; and (v) any similar act or law.
5. The amount You, Your Spouse and children receive or are eligible to receive because of Your Disability or retirement benefits under: (i) the United States Social Security Act; (ii) the Canada Pension Plan; (iii) the Quebec Pension Plan; (iv) the Railroad Retirement Act; or (v) any similar Plan or Act. Benefits Your Spouse or child receive or are eligible to receive are Deductible Income, regardless of the marital status, custody, or place of residence, unless they were receiving the benefits prior to You becoming Disabled.
6. Any amount You receive or are eligible to receive under any state disability income benefit law or similar law.
7. Retirement plans.
  - Any benefits You receive or are eligible to receive because of Your Disability or retirement benefits You receive or are eligible to receive under Your employer's retirement plan, wholly or partially funded by employer contributions. This includes a (i) public employee retirement system, (ii) a state teacher retirement system, or (iii) a plan arranged and maintained by a union or employee association for the benefit of its members unless You were receiving it prior to becoming Disabled. If any of these plans have two or more payment options, the option coming closest to providing You a monthly income to age 65, with no survivor benefit, will be used to determine Deductible Income. You and Your employer's contributions will be considered as distributed simultaneously throughout Your lifetime, regardless of how funds are distributed from the retirement plan.
8. Any amount You receive or are eligible to receive under any unemployment compensation law or similar act or law.
9. Any amount You receive or are eligible to receive from, or on behalf of, a third party because of Your Disability, whether by judgment, settlement or other method. If You notify Us before filing suit or settling Your claim against a third party, the amount used as Deductible Income will be reduced by a pro rata share of Your costs of recovery, including reasonable attorney fees.
10. Any amount You receive by compromise, settlement, or other method due to a claim for any of the above, whether disputed or undisputed.
11. Any amount You receive under any "no fault" motor vehicle insurance.

12. Any amount You receive or are eligible to receive because of Your Disability under any group insurance.
13. Any amount You receive or are eligible to receive because of Your Disability under any occupational accident insurance.

"Deductible Income" does not include the following:

1. Reimbursement for hospital, medical or surgical expense.
2. Reasonable attorneys' fees incurred in connection with a claim for Deductible Income;
3. Benefits from any individual disability insurance policy.
4. Group credit or mortgage disability insurance benefits.
5. Early retirement benefits under the Federal Social Security Act that You did not receive.
6. Accelerated benefits paid under a life insurance policy.
7. Benefits from the following: (i) Profit sharing plan; (ii) Thrift or savings plan; (iii) Deferred compensation plan; (iv) Plan under IRC Section 401(k), 408(k), or 457; (v) Individual Retirement Account (IRA); (vi) Tax Sheltered Annuity (TSA) under IRC Section 403(b); (vii) Stock ownership plan; (viii) Keogh (HR-10) plan; or (ix) Retirement plan under a professional service corporation with respect to principals.
8. Any cost of living increases in any Deductible Income, other than Work Earnings, if the increase is effective while You are Disabled and while You are eligible for the Deductible Income.
9. Benefits received under the United States Social Security Act prior to Your date of Disability
10. Retirement benefits received prior to Your date of Disability.

## **LTD Benefit Calculation**

### **Gross LTD Benefit**

Multiply Your monthly Pre-disability Earnings by the LTD Benefit Percentage shown in the "Schedule Page", not to exceed the Maximum Monthly Benefit.

### **LTD Benefit**

Your monthly LTD Benefit is calculated as follows:

1. During the Work Incentive Period, Your LTD Benefit will be equal to Your monthly Gross LTD Benefit minus monthly Deductible Income (subject to the Minimum Monthly Benefit).
2. Before the beginning or upon expiration of the Work Incentive Period, Your LTD Benefit is calculated as follows (subject to the Minimum Monthly Benefit):  $(A \div B) \times C$ , where:

A = monthly Indexed Pre-disability Earnings minus Work Earnings.

B = monthly Indexed Pre-disability Earnings.

C = monthly Gross LTD Benefit, using Indexed Pre-disability Earnings minus monthly Deductible Income (exclusive of Work Earnings).

## **Child-Family Care Expenses Adjustment Benefit**

### Definitions:

**Child-Family Care Expenses** means the amount You pay (and for which You are not otherwise reimbursed) to a licensed care provider, who is not a relative, for the care of Your Child or Family Member in order for You to work.



**Child** (including stepchild, foster child and adopted child) means Your unmarried Child residing in Your home from birth through age 18, or age 19 or older if continuously incapable of self-sustaining employment because of mental or physical handicap, and who is chiefly dependent upon You for support and maintenance.

**Family Member** means Your Child, Spouse, parent, grandparent or sibling residing in Your home, who is continuously incapable of self-sustaining employment because of mental or physical handicap, and chiefly dependent upon You for support and maintenance.

### Benefits

We will pay You this Benefit if You incur these expenses in order to work while You are Disabled.

We will reduce the amount of the Work Earnings used in determining Your Deductible Income, subject to the following:

1. Your Work Earnings are reduced by the monthly Child-Family Care Expenses You pay, but not to exceed a total of \$500, per Child or Family Member per month.
2. The Work Earnings and the Child-Family Care Expenses must be for the same period.
3. You must provide Us with satisfactory proof of the Child-Family Care Expenses You pay.
4. The Work Earnings reduction by Child-Family Care Expenses will end 6 months after it begins.

## **Reasonable Accommodation Expense Benefit**

If You return to work in Any Occupation for any employer (but not including self-employment) due to this Reasonable Accommodation Expense Benefit ("Accommodation Benefit") being made available, We will pay the employer this Accommodation Benefit up to the greater of \$1,000 or the equivalent of 2 month(s) of your Monthly LTD Benefit, but not to exceed the expenses incurred.

This Accommodation Benefit is payable only if the reasonable accommodation is approved by Us in writing prior to its implementation and it meets the federal standards of a reasonable accommodation under the Americans With Disabilities Act of 1990, as amended. This Accommodation Benefit does not include the cost of any medical or psychological treatment.

## **Rehabilitation Benefit**

### Definitions

**Rehabilitation Plan** means a written plan, program or course of vocational training or education intended to prepare You to return to work full time. This Plan may include, but is not limited to, job modification; job placement; retraining; and other activities reasonably necessary to help You return to work.

If You are Disabled and receiving a monthly LTD Benefit, You may be eligible to participate in a Rehabilitation Plan. Your eligibility for a Rehabilitation Plan is based on Your education, training, experience, and physical/mental capabilities. Before a Rehabilitation Plan is considered:

1. Your disability must prevent You from performing Your Own Occupation;
2. You must not have the necessary skills to allow You to perform Any Occupation;
3. You must have the physical and mental capability for successful completion of a Rehabilitation Plan;
4. There must be a reasonable expectation a Rehabilitation Plan will help You return to active employment.

Rehabilitation Plans are developed with input from You, Your Physician, Your Employer, and Us and described in an individual written Rehabilitation Plan stating:

1. the Rehabilitation Plan goals;
2. the responsibilities of You, Us, and any third parties associated with the Rehabilitation Plan;
3. the times and dates of the Rehabilitation Plan;
4. all costs associated with the services.

You, Your Physician, or Us may initiate consideration for Your participation in a Rehabilitation Plan. Failure to participate without Good Cause will result in a reduction or termination of the monthly LTD Benefit. Reduction of the monthly LTD Benefit is based on Your income potential if You were employed after a Rehabilitation Plan.

Good Cause means documented physical or mental impairments not identified in Your existing disability claim that:

1. renders You incapable of rehabilitation;
2. interferes with a medical program You are currently participating in; or
3. conflicts with any other program You are participating in to allow You to return to active employment.

We will make the final determination of any Rehabilitation Plan provided, eligibility for participation, and any continued monthly LTD Benefit payments.

The definition of Disability will not apply during the term of the Rehabilitation Plan, but will reapply after the program ends.

While You are participating in a Rehabilitation Plan approved by Us, Your monthly LTD Benefit will be increased by 1%.

## **Survivor Benefit**

If You die while LTD Benefits are payable, and on the date You die You have been continuously Disabled for at least 180 days, We will pay this Survivor Benefit. This Survivor Benefit will consist of a lump sum equal to 3 times the amount of Your last Gross LTD Benefit. This Survivor Benefit will first be applied to reduce any overpayment of Your claim.

This Survivor Benefit is paid at Our option to any one of the following (i) Your surviving Spouse who You are not legally separated or divorced from when You die; (ii) Your surviving unmarried children, including adopted children, under age 25; and (iii) Your estate.

## **Limitations**

### **Mental Disorders**

LTD Benefits for Mental Disorders are limited to the number of months shown in the "Schedule Page", during your lifetime.

However, if at the end of those number months, You are confined to a Hospital or other facility qualified to provide necessary care and treatment for Mental Disorders, then the benefit period may be extended to include the time during which You remain confined, not to exceed the Maximum Benefit Period. Benefits will be payable for the length of the confinement and for up to 90 days following the end of the confinement. If You are Hospital confined again during this period of days for at least 14 consecutive days, benefits will be payable for the length of the second confinement for up to 90 days following the end of the second confinement.

**Substance Abuse**

LTD Benefits for Substance Abuse are limited to the number of months shown in the "Schedule Page", during your lifetime. However, if at the end of those number months, You are confined to a Hospital or other facility qualified to provide necessary care and treatment for Substance Abuse, then the benefit period may be extended to include the time during which You remain confined, not to exceed the Maximum Benefit Period. Benefits will be payable for the length of the confinement and for up to 90 days following the end of the confinement. If You are Hospital confined again during this period of days for at least 14 consecutive days, benefits will be payable for the length of the second confinement for up to 90 days following the end of the second confinement. You must be participating in an available Substance Abuse rehabilitative program, recommended by a Physician, and available to You through: (i) another group plan of Your employer (such as an Employee Assistance Program or Medical Plan); or (ii) services generally available to the public through local community services at no or minimal cost to You. Except as otherwise provided for below, LTD Benefits will not be made beyond the earlier of the date: (i) LTD Benefits have been paid for the above number of months; (ii) You are no longer participating in the rehabilitative program; (iii) You refuse to participate in an available rehabilitative program; or (iv) You complete the rehabilitative program.

**Foreign Residency**

Payment of LTD Benefits is limited to 6 months for each period of continuous Disability while You reside outside of the United States or Canada. If You return to the United States or Canada within 30 days of the LTD Benefits ending, LTD Benefits may be resumed if You remained continuously Disabled subject to all the terms and conditions of this Certificate.

**Payment Limit**

In no event will the LTD Benefit, plus Deductible Income plus Work Earnings, exceed 100% of Pre-disability Earnings, subject to the Minimum Monthly Benefit if any, as shown in the "Schedule Page". If Your LTD Benefit, plus Deductible Income plus Work Earnings, exceeds 100% of Pre-disability Earnings, the LTD Benefit is reduced by the amount in excess of 100% of Pre-disability Earnings.

## Exclusions

No benefit is payable if the Disability is caused or contributed to by:

1. Your commission of or attempt to commit a felony, or to which a contributing cause was Your being engaged in an illegal occupation or willful criminal activity.
2. You being confined in a penal or correctional institution or under house arrest.
3. operating a motor vehicle in violation of section 625 of the Michigan Vehicle Code.
4. operating, learning to operate, serving as a crewmember on, or jumping from or falling from any aircraft including aircraft not motor-driven.
5. A Pre-existing Condition or medical or surgical treatment of a Pre-existing Condition, unless (i) You have not received treatment for the Pre-existing Condition, for the time period shown in the "Schedule Page", or Your subsequent, election of any increase in insurance; or (ii) You have been continuously insured under the Group Policy for at least 12 months after the effective date of Your insurance, or Your subsequent, election of any increase in insurance, and have been Actively at Work for at least one full days after the end of 12 months. However, the Pre-Existing Condition Exclusion for increases does not apply to a change from one Eligible Class to another Eligible Class, cost of living increases, contract or periodic salary review increases. If no LTD Benefits are payable for Your Disability because of this Pre-existing Condition exclusion, no benefits will be payable for this same Disability due to an increase in insurance.
6. military service in the armed forces, or any active or reserve component including training duty, of any state or country.

7. failure to be Under the Regular Care of a Physician, in the appropriate specialty as determined by Us, who provides diagnosis and treatment in accordance with the Physical Disease, Injury, Substance Abuse or Mental Disorder that caused the Disability. Subjective complaints alone are not considered conclusive evidence of a Disability. The Physician must be able to provide objective medical evidence to support his or her opinion as to why You are not able to perform the Material Duties of Your occupation.
8. any Disability not diagnosed by Your attending Physician and not meeting the requirements stated in section "Responsibilities of Disabled Insureds".
9. You fail to satisfy Your obligations as required under this Certificate.
10. driving or riding in a motor-driven vehicle in a race, stunt show, speed test or while testing any vehicle on any race course or speedway.
11. participating in any sporting event for pay or prize money.

## **Responsibilities of Disabled Insureds**

### **Your Obligations During A Period of Disability**

You must make a good faith effort to recover from, or reduce the severity of, Your Disability and the resulting loss of income, or some benefits will not be payable. The Group Policy requires You to take a variety of actions, including, but not limited to, the following:

1. You must arrange for and use the Regular Care of a Physician. In addition, You must pursue any reasonable medical procedure or treatment that likely improves Your condition or ends Your Disability and does not pose unreasonable risks.
2. You must submit periodic evidence from Your Physician substantiating that You remain Disabled. This required evidence includes, but is not limited to, objective medical and/or psychiatric evidence from a Physician confirming Your Disability. Subjective complaints alone are not conclusive evidence of a Disability. The attending Physician must be able to provide objective medical evidence to support his/her opinion as to why You are not able to perform the Material Duties of Your Own Occupation or Any Occupation. You must obtain and provide this information at Your own expense.
3. Where they exist, You must engage in appropriate medical and/or occupational rehabilitation programs that are reasonably expected to enable You to return to work. You must notify Us when You participate in such a program.
4. You must appeal denials of Deductible Income and actively pursue appeals in good faith.
5. You must promptly provide Us with all information necessary to verify and administer Your claim for benefits.
6. You must accept any position within a broad definition of Own Occupation that You can perform, and which Your employer or any employer makes available during the Own Occupation Period, regardless of whether the compensation for work is less than Your Pre-disability Earnings. The income earned is treated as Work Earnings.

### Return to Work Responsibility

1. During the Own Occupation Period, no LTD Benefits are paid for any period of Disability when You are able to work in Your Own Occupation and are able to earn at least 80% of Your Indexed Pre-disability Earnings, but You elect not to work.
2. During the Any Occupation Period, no LTD Benefits are paid for any period of Disability when You are able to work in Any Occupation and are able to earn at least 60% of Your Indexed Pre-disability Earnings, but You elect not to work.

3. Any earnings You receive from work You perform that is less than 100% of Your Indexed Pre-disability Earnings will be treated as Work Earnings.

Duty to Furnish Information: To receive benefits under the Group Policy, You must authorize and direct medical care providers and sources of earnings, Deductible Income or tax records to provide Us with all information and records relevant to the determination of benefits or eligibility for benefits. We do not pay fees charged for submitting this information to Us. Any costs will be Your responsibility.

Our Right to Examine: We may require You to be examined by a Physician, other medical practitioner and/or vocational expert of Our choice, in addition to Your obligation to be under the Regular Care of a Physician We will pay for the additional examination. You must cooperate fully with the Physician, medical practitioner or vocational expert and examinations. We can require an examination as often as it is reasonable to do so. We may also require You to be interviewed by an authorized representative of Ours.

### **Non-Compliance**

We have the right to suspend benefits during any portion of a Disability when You do not comply with any of the requirements set forth in this Certificate.

## **Claims Provisions**

### **Notice of Claim**

To file a claim for benefits under this Certificate, You must provide Us with Proof of Loss within 20 days or as soon after the loss as possible and sent to our address shown on this Certificate's cover page. Notice given by You, or on Your behalf, to Us with information sufficient to identify You, is deemed notice to Us.

### **Claims Forms**

Upon receipt of written notice of claim, We will send You a Claim Form for filing Proof of Loss. If You do not receive forms within 15 days after giving notice, You can send Us, without the Claim Form, written Proof of Loss.

### **Proof of Loss**

"Proof of Loss" means satisfactory written proof to determine if a loss occurred for benefits, not subject to any exclusion, and meets all other conditions for benefits. Any items We require in support of a claim, such as completed claims statements and a signed authorization for Us to obtain information, including tax information, must be submitted at Your expense. If the required documentation is not provided within 45 days after You receive Our request, Your claim may be denied. The time period for Our decision will be tolled while We are waiting for You to provide the requested information. No benefits will be paid until We receive Proof of Loss.

Proof of Loss must be provided in writing to Us, at Your expense, within 90 days after the date of the loss if reasonably possible. Proof of Loss must be provided no later than one year after expiration of that 90-day period. The time limits under this section shall not apply while the claimant lacks legal capacity. Subsequent written Proofs of the continuance of Disability must be furnished to Us at intervals We require.

Physical Examination and Autopsy. We shall have the right and opportunity, at Our own expense, to examine the Insured when a claim is made and when and so often as We require during the pendency of the claim or when a claim is being reviewed, and to request an autopsy in case of death, where it is not prohibited by law.

### **Claim Decision**

We will notify You of Our claim decision within a reasonable period of time, but not later than 45 days after We receive Proof of Loss. If We request additional information from You to assist Us in making the claim decision, We will notify You of Our decision within 30 days after We receive the information.

We may extend these time periods up to 30 days if an extension is necessary due to matters beyond Our control. We will notify You prior to the end of the initial 45-day period of the circumstances requiring the extension of time and the date We expect to render a decision.

If, prior to the end of the first 30-day extension period, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days. We must notify You of the second 30-day extension period prior to the expiration of the first 30-day extension period.

In the case of any extension, the notice of extension will specifically explain the standards which entitlement to a benefit is based. It will also explain the unresolved issues that prevent a decision on the claim, any additional information needed to resolve those issues, and the date We expect to render a decision.

### **Payment of Claims**

We pay LTD Benefits immediately after We receive Proof of Loss, but not before satisfaction of the Elimination Period.

Claim Payment Method. LTD Benefits are paid to You, as shown in the "Schedule Page". Partial monthly LTD Benefits are pro-rated based on a 30-day month. Partial weekly LTD Benefits are pro-rated based on a 7-day week. Any benefit due after a claim terminates is payable after We receive Proof of Loss.

LTD Benefits payable at the time of Your death are paid to the first surviving class of Your following living relatives: (i) Your surviving Spouse who You are not legally separated or divorced from when You die, (ii) Your surviving unmarried children including adopted children under age 25, and (iii) Your estate. Any payment will fulfill Our responsibility for the amount paid. All other benefits under this Certificate are payable to You.

- Change of beneficiary: You have the right to change the beneficiary. Beneficiary consent is not required to cancel Your insurance, make an Assignment, or to make other changes under this Certificate.

Facility of Payment. We may pay part of the benefit, up to \$500, to any person appearing to Us to be equitably entitled to the amount by having incurred funeral or other expenses incident to the last illness or death of the Insured. Any benefit payment made before Our home office received written notice of a valid claim, by some other person, releases Us from further obligation.

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

If We deny any part of Your claim, You will receive a written notice of denial containing the following:

1. the specific reasons for Our decision;
2. specific reference to the provisions of this Certificate which Our decision is based;
3. a description of any additional information needed to perfect Your claim and an explanation of why the information is necessary;
4. information concerning Your right to appeal Our decision; and
5. if an internal rule, guideline, protocol or other similar criterion is relied upon in making the adverse decision, We will either provide a copy of the internal rule, guideline, protocol or other similar criterion or information as to how You may obtain a copy of it free of charge upon request.

### **Grievance Procedure**

"**Grievance**" means a written complaint by You concerning Benefits payments under this Certificate. If all or part of a claim is denied, You may appeal the decision by sending Us Your written grievance within 180 days after You receive notice of the denial. You can mail Your grievance to us (at "Attention: Appeals Committee") at the address shown on this Certificate's cover page. You may request copies of all documents, records and other information relevant to Your claim. You may send Us written comments, documents, records or other items to support the claim. We will ensure a full investigation of Your claim. You have the right to have Your grievance reviewed by our managerial-level staff.

We will review the claim promptly after We receive the grievance. We will send You written notice of Our decision within 45 days after We receive the grievance, unless special circumstances require an extension. If an extension of time for processing is required, written notice of the extension will be furnished to You prior to the expiration of the initial 45-day period. In no event will the extension exceed a period of 45 days from the end of the initial period.

If We request additional information from You to decide Your grievance, You will have 45 days to provide the information. If You do not provide the requested information within 45 days, We may conclude Our review of the grievance based on the information We received. If the extension is due to You not providing information necessary to decide the claim on grievance, the extended time period for review of the claim will not begin until You provide the information or otherwise respond.

If We deny any part of the claim on grievance, You will receive a written notice of denial containing:

1. the specific reasons for Our decision;
2. the specific Certificate provisions Our decision is based on;
3. information concerning Your right to receive, free of charge, copies of all documents, records and other information relevant to the claim;
4. information describing any voluntary appeal procedures; and
5. if an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse decision, We will either provide a copy of the internal rule, guideline, protocol or other similar criterion, or provide information as to how You may obtain a copy of it free of charge upon request.

If You disagree with Our decision, You have the right to present Your grievance to the Michigan Department of Insurance and Financial Services ("Department of Insurance") for their review. Copies of Your grievances and Our responses are kept at Our home office and are available for 2 years following each grievance, for the Department of Insurance's inspection.

## **Reimbursement – Subrogation**

### **Right to Reimbursement**

1. If We pay benefits to You in excess of the amounts required by this Certificate or, if You receive retroactive benefits from any Deductible Income source for periods of time We also paid benefits to You, You must reimburse Us for any excess, duplicate, or erroneous benefit payments.
2. Before any LTD Benefits are paid to You, You must execute and deliver to Us a reimbursement agreement, provided by Us, setting forth specific terms of reimbursement.
3. Upon Our request, You must execute and deliver to Us any documents We require and do whatever else necessary to secure Our rights to recover any excess, duplicate, or erroneous benefit payments.
4. You must reimburse Us in a satisfactory manner for benefit payments You were not entitled to receive under the terms of this Certificate. Reimbursement is due to Us immediately upon Our notification to You. Subsequent benefit payments, or the refund of any premium owed to You by Us, may be reduced or applied by Us directly toward a reimbursement obligation. If You delay in notifying Us of Your receipt of Deductible Income or in making reimbursement to Us, We have the right to charge interest at a reasonable rate on the delinquent amount owed to Us.
5. Our acceptance of premium or other fees, or Our providing or paying benefits, does not constitute a waiver of Our rights to enforce Our Right to Reimbursement in the future. Our Right to Reimbursement is in addition to, and not in lieu of, any other rights or remedies available to Us by law or in equity.
6. We may apply the Minimum Monthly Benefit to recover an outstanding overpayment.

### **Subrogation**

If LTD Benefits are paid or payable to You under this Certificate as the result of any act or omission of a third party, We will be subrogated to all rights of recovery You may have in respect to any act or omission. You must execute and deliver to Us any instruments and papers as required and do whatever else is needed to secure Our rights. You must avoid doing anything to prejudice Our rights of subrogation.

If You notify Us before filing suit or settling Your claim against a third party, the amount We are subrogated will be reduced by a pro rata share of Your costs of recovery, including reasonable attorney fees. If suit or action is filed, We may record a notice of LTD Benefit payments and Our notice will constitute a lien on any judgment recovered.

If You or Your legal representatives fail to bring suit or action promptly against a third party, We may institute suit or action in Our name or in Your name. We are entitled to recover the amount of LTD Benefits paid or to be paid to You or on Your behalf, together with Our costs of recovery, including attorney fees. The remainder of any recovery, if any, will be paid to You or as the court may direct.

## **When LTD Benefits End**

Your LTD Benefits end automatically on the earliest of the following dates:

1. You are no longer Disabled.
2. Your Maximum Benefit Period ends.
3. You die.
4. You become confined in a penal or correctional institution or under house arrest.
5. You become insured under any other group long-term disability insurance.
6. You do not provide satisfactory objective medical evidence of continued Disability.
7. You do not comply with Our request to be examined by a Physician, other medical practitioner and/or a vocational or rehabilitation expert of Our choice.
8. You refuse to accept an accommodated position in Your Own Occupation, which You are able to perform.
9. You do not comply with any requirements set forth in section "Responsibilities of Disabled Insureds".
10. You do not meet all other LTD Benefit eligibility requirements set forth in this Certificate.
11. You no longer meet the Foreign Residency Limitation requirement.

## **When Insurance Ends**

### **Insured**

Except as otherwise provided for under this Certificate, insurance will cease on the earliest of the following to occur:

1. The date You cease to be an Eligible Person.
2. the date the Group Policy terminates.
3. the date Your required premium payment is not paid.
4. the date You are eligible for insurance under other group long-term disability insurance.
5. Your retirement date (this means the earlier of the date You: (i) retire as defined by the Group; (ii) become eligible to receive retirement benefits under any pension plan where the Group contributes; or (iii) become eligible to receive retirement benefits under any state or federal retirement plan or under social security law).
6. You are a contract employee, You have fulfilled Your contract and You are not returning to work as an Eligible Person the next contract year, (this means the earlier of the date: (i) You become employed with another employer, (ii) the current contract year expires, or (iii) Your retirement Date).

### **Termination or Amendment of the Group Policy**

The Group Policy may be terminated, changed or amended, in whole or in part, by Us or the Group according to the terms of the Group Policy. Any change or amendment may apply to Insureds or to any separate classes or categories thereof.



We may change the Group Policy, in whole or in part, when any change or clarification in law or governmental regulation affects Our obligations under the Group Policy, or with the Group's consent.

We may terminate a Group's insurance on any premium due date by giving the Group not less than 60 days advance notice. A Group may terminate insurance under the Group Policy in whole, and may terminate insurance for any class or group of Insureds, at any time by giving Us advanced written notice at least 60 days prior to termination. Insurance will terminate automatically for nonpayment of premium, subject to the Group Policy's Grace Period and reinstatement provisions.

- Grace Period: The Group has a 31-day Grace Period (for which insurance will remain in force) for each premium payment falling due after the first premium.

### **Reinstatement of Insurance**

If You cease to be an Eligible Person and insurance ends, and then You return to Active Work with the Group within 6 months, the Waiting Period will be waived on the first day of Your return to Active Work and You will not have to provide Evidence of Insurability. If Your insurance is reinstated, the Pre-existing Condition Exclusion will apply as if there had been no gap in insurance. If You cease to be an Eligible Person and insurance ends due to a covered Disability, and then You return to Active Work immediately after LTD Benefits end, the Waiting Period will be waived.

If Your insurance ends because You fail to make the required contribution while on an approved Family Medical Leave Act (FMLA) Leave of Absence, and then You return to Active Work and enroll in insurance within 31 days of the earlier of the end of the period of leave You and the Group agreed upon, or the end of the 12-week period following the date Your leave began, then the Waiting Period will be waived and You will not have to provide Evidence of Insurability. If You are reinstated and a Pre-existing Condition Exclusion applies, it will apply as if there had been no gap in insurance.

If You return to active employment with the Group after a military leave within the timeframes provided in the Uniformed Services Employment and Reemployment Rights Act (USERRA), Your insurance will be reinstated without a Waiting Period, Pre-existing Condition exclusion or Evidence of Insurability if You enroll for insurance within 31 days of the date You return to Active Work.

In all other cases, if Your insurance ends because You fail to make the required contribution, You must provide Evidence of Insurability to become insured again. In no event will insurance be retroactive.

## **Benefits After Insurance Ends or is Changed**

During each period of continuous Disability, We will pay LTD Benefits according to the terms of the Group Policy in effect on the date You are Disabled. Your right to receive LTD Benefits will not be affected by any amendment to the Group Policy effective after You become Disabled, or by termination of the Group Policy, after You are Disabled.

## **General Provisions**

### **Assignment**

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

**Clerical Error**

Clerical error by Us, the Group, or their respective representatives will not: (i) cause a person to become insured under the Group Policy or a provision of it, (ii) invalidate insurance otherwise validly in force, (iii) continue insurance otherwise validly terminated, or (iv) cause a Group to obtain insurance under the Group Policy or a provision of it.

In the event that a clerical error results in an incorrect premium rate, We reserve the right to adjust the premium rate accordingly. The payment of premium, by itself, does not obligate Us to provide benefits to anyone who is not eligible for insurance under the Group Policy.

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

**Conformity With State and Federal Laws**

If any provision of this Certificate is contrary to the applicable laws, We hereby amend the provision to conform to the minimum requirements of the law.

**Entire Contract, Changes**

This Certificate, including the Enrollment Form, Group Policy and any Amendment, Rider or attached papers, if any, constitutes the entire contract of Insurance. No change in this Certificate shall be valid until approved by one of Our executive officers and unless approval is endorsed hereon or attached hereto. No agent has authority to change this Certificate or waive any of its provisions.

**Incontestability**Incontestability of Insurance

Any statement made to obtain or to increase insurance, in the absence of fraud, is a representation and not a warranty. No misrepresentation will be used as a basis for reducing or denying a claim or contesting the validity of insurance unless We have given the Insured a copy of the written instrument, he or she signed containing the misrepresentation.

- After insurance has been in effect for 3 years, during the lifetime of the Insured, We will not use a misrepresentation as a basis for reducing or denying a claim. A claim for a loss incurred or disability, as defined in the certificate, beginning after 3 years from the date of issue of this certificate will not be reduced or denied on the ground that a disease or physical condition not excluded from insurance by name or specific description effective on the date of loss existed before the effective date of insurance of this certificate.

Incontestability of the Group Policy

Any statement made by the Group to obtain the Group Policy, in the absence of fraud, is a representation and not a warranty. No misrepresentation by the Group will be used as a basis for denying the validity of the Group Policy, unless We have given the Group a copy of a written instrument, signed by the Group, containing the misrepresentation.

- We will not contest the validity of the Group Policy after it has been in force for 3 years, except for nonpayment of premiums. A claim for a loss incurred or disability, as defined in the policy, beginning after 3 years from the date of issue of this policy will not be reduced or denied on the ground that a disease or physical condition not excluded from insurance by name or specific description effective on the date of loss existed before the effective date of insurance of this policy.

**Legal Actions**

No legal action may be brought to recover on this Certificate until at least 60 days after written Proof of Loss has been given as required. No legal action may be brought after 3 years from the time written Proof of Loss was required to be given.

**Misstatement**

If the age or gender of an Insured has been misstated, We will make an equitable adjustment of premiums, benefits or both. The adjustment is based on the amount of insurance based on the correct age or gender and the difference between the premiums paid or would have been paid if the age or gender had been correctly stated.

Subject to the "Incontestability" provision, if an Insured's tobacco use has been misstated, We will make an equitable adjustment of premiums or benefits, or both. The adjustment will be the amount of insurance based on the correct tobacco use and the difference between the premiums paid or would have been paid if the tobacco use had been correctly stated.

## NOTICE

This notice describes identities of and relationships among the Insurer, Administrator, and Policyowner of this insurance.

**Insurer:** Madison National Life Insurance Company, Inc. (MNL) is the insurance underwriter of this insurance.

**Third Party Administrator:** National Insurance Services of Wisconsin (NIS) is the administrator for this group insurance. NIS provides administrative services for insurance issued to groups, including, but not limited to underwriting, premium billing, premium collection, client services, and policy and certificate issuance.

There is no ownership affiliation between MNL and NIS.

**Policyowner:** The Policyowner of your policy/certificate of insurance is the Schools Insurance Fund Trust.

**Employer:** Your Employer participates in the group insurance under the group policy issued to the Trust.

NIS is the Administrator of the Schools Insurance Fund.