

Group Short Term Disability Insurance



Anthem Life Insurance Company
8940 Lyra Drive, Suite 300
Columbus, OH 43240

CERTIFICATE OF INSURANCE

Policyholder: Duncan Supply Company, Inc.
Policy Number: CM10002478
Policy Effective Date: 03/01/2023

We have issued The Policy to the Policyholder to provide coverage to eligible Employees.

Signed for the Company

A handwritten signature in black ink that reads "Scott W. Towers". The signature is written in a cursive style with a long horizontal flourish at the end.

Scott W. Towers
President

READ YOUR CERTIFICATE CAREFULLY

You have a right to examine Your certificate. If You are not satisfied, You may return it to Us within 30 days after the date You received Your certificate. In that event, We will consider it void from its Effective Date and any premiums paid will be refunded. Any claims paid under The Policy during this initial "free look" period will be deducted from the refund.

A note on capitalization in this Certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

This Group, on behalf of itself and its participants, hereby expressly acknowledges its understanding this policy constitutes a contract solely between this Group and Anthem Life Insurance Company, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting Anthem Life Insurance Company to use the Blue Cross and/or Blue Shield Service Mark in Indiana and that Anthem Life Insurance Company is not contracting as the agent of the Association. This Group further acknowledges and agrees that it has not entered into this policy based upon representations by any person other than Anthem Life Insurance Company and that no person, entity, or organization other than Anthem Life Insurance Company shall be held accountable or liable to this Group for any of Anthem Life Insurance Company's obligations to the Group created under this policy. This paragraph shall not create any additional obligations whatsoever on the part of Anthem Life Insurance Company other than those obligations created under other provisions of this agreement.

Table of Contents

SCHEDULE OF BENEFITS.....	3
DISABILITY INSURANCE COVERAGE.....	3
SHORT TERM DISABILITY (STD) BENEFIT.....	3
ADDITIONAL SHORT TERM DISABILITY BENEFITS.....	4
ELIGIBILITY AND ENROLLMENT.....	5
PERIOD OF COVERAGE.....	6
BENEFITS.....	9
SHORT TERM DISABILITY BENEFIT.....	9
ORGAN DONOR BENEFIT.....	11
VOCATIONAL REHABILITATION SERVICES.....	11
EXCLUSIONS AND LIMITATIONS.....	13
CLAIM PROVISIONS.....	14
GENERAL PROVISIONS.....	18
Statement of ERISA Rights.....	19
DEFINITIONS.....	20
NOTICE OF PROTECTION PROVIDED BY THE INDIANA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION.....	1
Value Added Services Rider.....	1

SCHEDULE OF BENEFITS

Cost of coverage:

Non-Contributory Coverage: Short Term Disability Coverage

Eligible Class(es) For Coverage: Employees of the Policyholder who are Actively at Work and who are in an Eligible Class:

Class: 02: All FTE earning 35,000 or more annually working at least 30 hours weekly

Disclosure of Fees and Services: We may reduce or adjust premiums, rates, fees and/or other expenses for programs under the Policy. In addition to the insurance coverage, We may offer non-insurance benefits and services to Active Employees.

DISABILITY INSURANCE COVERAGE

SHORT TERM DISABILITY (STD) BENEFIT

Your Short Term Disability Benefits are subject to all the terms and conditions of the Policy, including any limitations, maximums, exclusions and reductions, including reductions by Your Deductible Sources of Income (as defined in the Definitions section). Refer to the Short Term Disability Insurance Benefits section for details about how Your Benefit Payment is calculated.

Benefit amount: 60% of Your Weekly Pre-Disability Earnings

Maximum Weekly Benefit Amount: \$600 per week

Minimum Weekly Benefit Amount: \$50 per week

Maximum Benefit Duration: 22 weeks

Elimination Period

Injury: 29 calendar days

Sickness: 29 calendar days

In no event will Your Weekly Payment be greater than 70% of Your Weekly Pre-Disability Earnings

Premium Contributions: Premiums must continue to be paid during the Elimination Period and while benefits are being paid.

Short Term Disability coverage is non-occupational. This means there is no coverage for any Sickness or Injury that was caused by or aggravated by any employment for pay or profit.

ADDITIONAL SHORT TERM DISABILITY BENEFITS

Organ Donor Benefit: Maximum Benefit Duration: equal to the Short Term Disability Maximum Benefit Duration

Work Retention Assistance Benefit: Maximum Benefit: \$5,000

ELIGIBILITY AND ENROLLMENT

Eligibility

When will I be eligible for coverage?

You will become eligible for Coverage on the latest of:

- 1) the Effective Date of the Policy;
- 2) the date You complete the required Employee Waiting Period shown in the Schedule of Benefits;
- 3) the date the Policy is changed to include Your Class; or
- 4) the date You enter a Class eligible for coverage, as shown in the Schedule of Benefits.

Enrollment

How do I enroll for coverage?

For Non-Contributory Coverage: Your Employer will enroll You.

For Contributory Coverage: You must enroll. To enroll for coverage You must:

1. complete and sign a group insurance enrollment form which is satisfactory to Us; and
2. deliver it to Your Employer.

You must complete Your Employer's enrollment process for You. If You decline coverage or do not enroll for Your coverage within 31 days after becoming eligible under the Policy, You may enroll only: within 31 days of the date You have a Change in Status.

Enrollment may be subject to the Evidence of Insurability Requirements provision.

PERIOD OF COVERAGE

Effective Date of Coverage:

When does my coverage start?

If Your coverage is Non-Contributory and Evidence of Insurability is not required, Your coverage will start on the date You become eligible for coverage, regardless of when You apply.

If Your coverage is Contributory, and Evidence of Insurability is not required, Your coverage will start on the latest of:

- 1) the first of the month on or next following the date You become eligible, if You enroll on or before that date;
- 2) the first of the month on or next following the date of the last day of the Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
- 3) the first of the month on or next following the date You enroll, if You do so within 31 days from the date You are eligible or have a Change in Status.

Any coverage for which Evidence of Insurability is required, will become effective on the later of:

- 1) the first of the month on or next following the date You become eligible; or
- 2) the first of the month on or next following the date We approve Your Evidence of Insurability, as stated in Your notification.

All Effective Dates of coverage are subject to the Deferred Effective Date provision.

Deferred Effective Date

Will my coverage start or an increase in my coverage take effect if I am not Actively at Work on the date my coverage is to start or increase?

If You are not Actively at Work on the date Your coverage or an increase in coverage is scheduled to take effect, it will take effect on the date You return to Active Work. If Your coverage is scheduled to take effect on a non-working day, Your Actively at Work status will be based on the last working day before the scheduled Effective Date of Your coverage.

Changes in Coverage:

Do coverage amounts change if there is a change in my class or my rate of pay?

Your coverage may increase or decrease on the date there is a change in Your class or weekly earnings. However, no increase in coverage will be effective unless on that date You:

1. are an Active Employee; and
2. are not absent from work due to being Disabled. If You are so absent from work, the effective date of such increase will be deferred until You are Actively at Work for one full day.

No change in Your weekly earnings will become effective until the date We receive notice of the change.

What happens if my Employer changes the Policy?

Any decrease or increase in coverage because of a change in the Policy will become effective on the first of the month on or next following the date of the change, subject to:

1. the Deferred Effective Date provision

Continuity From a Prior Policy

Is there continuity of coverage from a Prior Policy?

If Your Employer replaces coverage provided by the Prior Policy with the coverage provided by the Policy, Continuity of Coverage, as stated in this section, may be available to you. This coverage will be available as long as the coverage and level of benefits under the Prior Policy were substantially similar to the coverage provided by the Policy.

Does the Eligibility Waiting Period apply when my Employer replaces the Prior Policy with the Policy?

We will credit any time served under the Prior Policy's Eligibility Waiting Period toward the satisfaction the Policy's Eligibility Waiting Period.

What happens if I am not Actively at Work when my Employer replaces the Prior Policy with the Policy?

We will waive the Deferred Effective Date requirement and You will be covered under the Policy if you are not Actively at Work on the Policy Effective Date and:

- 1) You were covered under the Prior Policy on the day before the Policy Effective Date;
- 2) You are a member of an Eligible Class;
- 3) Your premiums are paid up to date; and
- 4) You are not receiving or eligible to receive benefits under the Prior Policy.

However, if You become Disabled after the Policy Effective Date and were never Actively at Work while covered under the Policy, any benefit payable will be the lesser of:

- 1) the weekly benefit payable under the Policy; or
- 2) the weekly benefit payable under the Prior Policy had it remained in force.

What happens if I was Disabled under the Prior Policy and become Disabled again?

If You were Disabled under the Prior Policy, prior to the Policy's Effective Date, We will waive the Policy's applicable Elimination Period if:

- 1) You were receiving benefits for the Disability under the Prior Policy; and
- 2) returned to Active Work before the Policy's Effective Date; and
- 3) within 6 months of Your return to Active Work:
 - a) You have a recurrence of the same Disability while covered under the Policy;
 - b) there are no benefits available for the recurrence under a Prior Policy; and
 - c) the recurrence would have been covered without any further elimination period under the Prior Policy.

What if I had a Pre-existing Condition prior to my coverage under the Policy?

We will apply the time You were continuously insured under both the Prior Policy and the Policy to satisfy any Pre-Existing Condition Exclusion under the Policy. If You do not satisfy either Policy's pre-existing condition exclusion provision, We will not make any payment.

Termination of Coverage

When will my coverage end?

Your coverage will end on the earliest of the following to occur:

- 1) the date the Policy or a specific coverage terminates;
- 2) the date You are no longer in a class eligible for coverage, or the class is cancelled;
- 3) the date the required premium is due but not paid, subject to the Grace Period provision;
- 4) the date You are no longer Actively at Work, unless coverage is continued in accordance with the Continuation Provisions.

If You are Disabled and You cease to be Actively at Work, Your coverage will be continued:

- 1) while You remain Disabled; and
- 2) until the end of the period for which You are entitled to receive Short Term Disability Benefits.

After Short Term Disability benefit payments have ceased, Your coverage will be reinstated, provided:

- 1) You return to work for one full day as a full-time Actively at Work Employee in an eligible class;
- 2) the Policy remains in force; and
- 3) the premiums for Your coverage were paid during Your Disability (if required) and continue to be paid.

Grace Period

Is there a grace period for payment of my premiums?

A Grace Period of 31 days will be allowed for the payment of each premium after the first premium payment. During the Grace Period, the coverage will continue in effect provided the premium is paid by the Policyholder before the end of the Grace Period. The Grace Period will not continue the coverage beyond a date shown in the Termination of Coverage provision.

Restoration of Coverage

Can my coverage be restored after it ends?

If:

- 1) Your coverage ends because You are no longer employed by Your Employer or no longer in Your Eligible Class; and
- 2) You are rehired or return to Your Eligible Class within 12 months of the date Your coverage ended;

then Your coverage may be restored provided You request such restoration within 31 days of the date You return to work or to an Eligible Class.

The restored coverage will be the lesser of:

- 1) the coverage amounts in force on the date coverage ended; or
- 2) the amount of coverage in Your new Eligible Class.

The restored coverage will:

- 1) not be subject to any Eligibility Waiting Period or Evidence of Insurability; and
- 2) be subject to all the other terms and provisions of the Policy.

We will credit any amount of time You were previously insured under the Policy toward the satisfaction of time limits under the Contestability provision(s) of the Policy.

Continuation Provisions

Can my coverage be continued?

Your coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees, in the same class, in the same way.

Continued coverage:

- 1) is subject to any reductions in the Policy;
- 2) is subject to payment of premium by Your Employer; and
- 3) terminates when the Policy terminates; or coverage for Your class terminates.

In any event, Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect based on the 12 month average of Your Short Term Pre-Disability Weekly Earnings on the day before Your coverage was continued. Coverage may be continued in accordance with the above restrictions and as described below:

Leave of Absence: If You are on a documented medical leave of absence, other than Family or Medical Leave, Your coverage may be continued until the last day of the third month following the month in which the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Layoff: If You are temporarily laid off by Your Employer due to lack of work, Your coverage may be continued until the last day of the third month following the month in which the layoff commenced. If the layoff becomes permanent, this continuation will cease immediately.

Military Leave of Absence: If You enter active military service and are granted a military leave of absence in writing, Your coverage may be continued for up to 3 months, or longer if required by other applicable law. If the leave ends prior to the agreed upon date, this continuation will cease immediately.

Family and Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by other applicable law, following the date Your leave commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Furlough: If You are not Actively at Work as the result of a work furlough, Your coverage may be continued for up to 90 days as determined by Your Employer and Us. If the furlough ends, this continuation will cease immediately.

BENEFITS

SHORT TERM DISABILITY BENEFIT

What are my Disability Benefits under the Policy?

If You become Disabled while covered under the Policy due to a Sickness or Injury, We will make Weekly Payments to You, provided You:

- 1) are Disabled throughout the Elimination Period;
- 2) remain Disabled beyond the Elimination Period; and
- 3) submit Proof of Loss to Us.

Weekly Payments will:

- 1) begin on the first day after the Elimination Period; and
- 2) continue until terminated as described in the Termination of Benefits provision.

The Elimination Period is shown in the Schedule of Benefits.

Calculation of Weekly Benefit

How are my Disability benefits calculated?

Calculation 1: Disabled and Not Working or Disabled and Working and Earning Less than 20% of Pre-Disability Earnings

If You are Disabled and Your Current Weekly Earnings are less than 20% of Your Weekly Pre-disability Earnings, We will determine Your Weekly Benefit as follows:

- Step 1. Multiply Your Weekly Pre-disability Earnings by the Short Term Disability Benefit Percentage in the Schedule of Benefits.
- Step 2. Compare the result with the Maximum Weekly Benefit.
- Step 3. The lesser amount is Your Weekly Gross Disability Payment.
- Step 4. Subtract any Deductible Sources of Income from Your Weekly Gross Disability Payment.

The result is Your Weekly Benefit.

Calculation 2: Work Incentive Calculation:

When You first return to work during a period of Disability, and are earning at 20% but less than or equal to 80% of Your Weekly Pre-Disability Earnings, Your Weekly Payment will be calculated as follows:

- Step 1 Add Your Weekly Disability Earnings to your Gross Disability Payment determined in Calculation 1.
- Step 2 Compare the result with Your Weekly Pre-Disability Earnings.

If the result from Step 2 is less than or equal to 100% of Your Weekly Pre-Disability Earnings, We will not reduce Your Weekly Payment. Otherwise, We will subtract the amount over 100% of Your Weekly Pre-Disability Earnings from Your Weekly Payment.

Fluctuation of Disability Earnings:

What happens if my Current Weekly Earnings fluctuate?

If the amount of Your Current Weekly Earnings fluctuate, We may average Your Current Weekly Earnings over the most recent 3 weeks to determine if Your claim should continue, subject to all other terms and provisions in the Policy. When We average Your Current Weekly Earnings We will not terminate Your claim unless the average of Your Current Weekly Earnings from the most recent 3 weeks exceeds 80% of Your Short Term Disability Pre-Disability Weekly Earnings. We will pay You the Minimum Weekly Benefit for any week during which Current Weekly Earnings exceed 80% of Your Short Term Disability Pre-Disability Weekly Earnings.

Minimum Weekly Benefit:

Is there a Minimum Weekly Benefit?

Your Weekly Benefit will not be less than the Minimum Weekly Benefit shown in the Schedule of Benefits.

Partial Week Payment

How is a benefit calculated for a period of less than a week?

If a Weekly Benefit is payable for less than a week, We will pay 1/7 of the Weekly Benefit for each day You are Disabled.

Effect of Deductible Sources of Income on Payment:

Will my weekly benefit be reduced by other sources of income?

We will subtract Deductible Sources of Income from Your Gross Disability Payment.

If subtracting Deductible Sources of Income results in a zero benefit, Your Weekly Payment will be the Minimum Weekly Benefit Amount shown in the Schedule of Benefits. However, the Minimum Weekly Benefit Amount may be applied toward an outstanding overpayment.

Deductible Sources of Income must be payable as a result of the same Disability for which You are receiving a Weekly Payment, except for retirement benefits.

In accordance with the **Claims** provisions of the Policy, We reserve the right to estimate the amount of Deductible Sources of Income, including Social Security Benefits, You, Your spouse or children may be eligible to receive.

Cost of Living Increases

After the first deduction for each of the Deductible Sources of Income, We will not further reduce the amount of Your Weekly Payment due to cost of living increases You receive from any of the Deductible Sources of Income.

Trial Work Days

What happens if I am able to go back to work full-time during the Elimination Period?

Periods of Recovery during part of the Elimination Period will not interrupt the Elimination Period, if the number of days You return to work as an Active Employee are equal to but not more than the number of days of Your Elimination Period. These full-time work days do not have to be in a continuous period.

Any day within such period of Recovery will not count toward the Elimination Period.

Recurrent Disability

What happens to my benefits if I return to work as an Active Employee and then become Disabled again?

When Your Return to Work as an Active Employee is followed by a Disability, and such Disability:

- 1) occurs after the Elimination Period and within 14 days of the prior Period of Disability; and
- 2) is due to the same or related cause as the Period of Disability prior to Your return to work;

the recurrent Disability will be considered one Period of Disability, provided the Policy remains in force. You will not be required to satisfy a new Elimination Period but all other terms and conditions of the Policy will apply.

If You are no longer Disabled and remain so for 14 days or more, any subsequent Disability will be treated as a new Disability. The new Disability is subject to a new Elimination Period and a new Maximum Duration of Benefits, and all of the other terms and conditions of the Policy in effect at that time.

Period of Disability means a continuous length of time during which You are Disabled under the Policy.

Recover or Recovery means that You are no longer Disabled and have returned to work with Your Employer and premiums are being paid for You.

Termination of Payment

When will my benefit payments end?

Benefit payments will stop on the earliest of:

- 1) the date You are no longer Disabled;
- 2) the date You fail to furnish Proof of Loss;
- 3) the date You are no longer under the Regular Care of a Physician, unless qualified medical professionals have determined that further medical care and treatment would be of no benefit to You;
- 4) the date You refuse Our request that You submit to an examination by a Physician or other qualified medical professional;
- 5) the date of Your death;
- 6) the date You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition, including appropriate care for Mental Illness, Substance Abuse or alcoholism;
- 7) the last day benefits are payable according to the Maximum Benefit Duration, shown in the Schedule of Benefits;
- 8) the date Your Current Weekly Earnings exceed the amount allowable under the Policy;
- 9) the date no further benefits are payable under any provision in the Policy; or

- 10) the date You have resided outside the United States or Canada for a total of 6 months or more during any 12 consecutive months of benefit payments.

ORGAN DONOR BENEFIT

If, while covered under the Policy, You become Disabled as a result of an Organ Transplant Procedure, We will waive Your Elimination Period provided You give us satisfactory proof of such Disability. This benefit will be payable only once in Your lifetime and the Weekly Payments will be subject to all of the provisions contained in the Policy, except for those that are in conflict with the provisions of the Organ Donor Benefit.

The Maximum Benefit Duration for the Organ Donor Benefit is shown in the Schedule of Benefits.

As used in this benefit, the following Definition applies:

Organ Transplant Procedure means You donate a kidney, liver, lung, skin, stem cell or bone marrow.

VOCATIONAL REHABILITATION SERVICES

If You are Disabled and receiving Weekly Payments under the Policy, You may be eligible for Vocational Rehabilitation services.

We will determine the extent to which these services may be provided. We will pay the service provider(s) for these services unless We agree to other arrangements.

Our decision to offer a Vocational Rehabilitation Program will be based on:

- 1) Your education, training and experience;
- 2) Your transferable skills;
- 3) Your physical and mental abilities;
- 4) Your motivation to return to active employment;
- 5) the labor force demand for workers in the proposed occupation in Your geographic area;
- 6) the expected liability for Your Short Term Disability claim.

To qualify for these services, You must:

- 1) have a Disability which prevents You from performing some or all of the Essential Duties of Your Occupation;
- 2) lack the skills, training, or experience You would need to perform Any Occupation;
- 3) possess the physical and mental abilities You need to complete a rehabilitation program;
- 4) be reasonably expected to return to active employment with the assistance of these services.

A Vocational Rehabilitation Program proposal may be made either by Us, Your Physician or You. We will prepare a written program with input from You, Your Physician, Your current Employer and/or Your prospective employer. Once We approve a program, You will be provided services according to the written program.

The written program will describe:

- 1) the goals of the Vocational Rehabilitation Program;
- 2) Our responsibilities;
- 3) Your responsibilities;
- 4) the responsibilities of any third party(ies) associated with this program; and
- 5) the expected:
 - a) dates of the services;
 - b) costs of the services;
 - c) duration of the program.

We reserve the right to make the final decision concerning Your eligibility to take part in this program, and the amount of services You will be provided.

WORK RETENTION ASSISTANCE BENEFIT

Are there services available to help me stay at work if I have a Progressive Medical Condition?

If You:

- 1) have a Progressive Medical Condition that You report to Us and that We determine in Our sole discretion has the potential to result in a Disability; but
- 2) have not yet become Disabled;

We may provide Vocational Rehabilitation Services and assistance that We determine necessary and appropriate to:

- 1) minimize the effects of such condition or impairment; and
- 2) assist You in retaining the ability to perform the Essential Duties of Your Occupation or Any Occupation offered by Your Employer.

The maximum benefit payable for Work Retention Assistance is shown in the Schedule of Benefits.

As used in this benefit, the following definition applies:

Progressive Medical Condition means a medical condition or functional impairment that You report to Us and that We, at Our sole discretion, determine has the potential to result in a Disability. Progressive Medical Condition includes, but is not limited to:

- 1) Diabetes with complications or other endocrine disorders;
- 2) Vision or hearing loss;
- 3) Arthritis and other degenerative or progressive musculoskeletal conditions;
- 4) Multiple Sclerosis and other progressive neurological disorders; and
- 5) Cancer and complications of cancer treatment.

This benefit is subject to all the terms and provisions of the Policy.

EXCLUSIONS AND LIMITATIONS

Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability contributed to or caused by:

- 1) war or act of war, whether declared or not;
- 2) commission of or attempt to commit a felony;
- 3) engaging in an illegal occupation;
- 4) an intentionally self-inflicted Injury, suicide or attempted suicide;
- 5) an occupational Sickness or Injury if benefits are issued on a non-occupational basis.
- 6) a work-related Sickness or Injury sustained in the course of performing tasks for Your Employer; or
- 7) any Sickness or Injury arising in the course of any occupation or employment for which You are eligible for benefits under any Workers' Compensation Act or similar law
- 8) service in the armed forces, military reserves or National Guard of any country or international authority, or in a civilian unit serving with such forces;
- 9) operating any Motorized Vehicle while Intoxicated;
- 10) the voluntary use of any controlled substance, as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless the controlled substance is being taken as prescribed by Your Physician;
- 11) cosmetic or reconstructive Surgery, except for complications arising from such Surgery, or Surgery necessary to correct a deformity caused by Illness or accidental Injury;
- 12) any elective Surgery;
- 13) with respect to a mental disorder, during any period in which You are not under the continuing Regular Care of a Psychiatrist specializing in psychiatric care. With respect to Alcoholism and Drug Addiction, any period during which You are not being actively supervised by and receiving continuing treatment from a rehabilitation center or a designated institution approved for such treatment by an appropriate body in the governing jurisdiction, or, if none, by Us.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of the Policy;

no benefits will be payable for the Disability under the Policy.

CLAIM PROVISIONS

Notice of Claim:

How do I file a Claim?

You, the person who has the right to claim benefits or Your authorized representative, must give Us written notice of a claim, at Our Home Office, within 30 days after:

1. the date of loss; or
2. the date of death.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Failure to give notice within this timeframe shall not invalidate or reduce your claim if it can be shown that it was not reasonably possible to give such notice within that time and the notice was given as soon as reasonably possible. Enough information must be provided to identify the claimant as a covered person.

Within 15 days after We receive Your notice of a claim, We will send claim forms. The claim form is also available from The Policyholder. The claim form must be completed and sent to Us at Our home office. If We do not send You the claim forms within 15 days after receiving notice of Your claim, You shall be deemed to have complied with the requirements of Proof of Loss when You submit Written proof that covers the occurrence, character and extend of the loss for which a claim is made.

A claim form is available from Your Employer, or can be requested from Us. Written proof must fully describe:

1. the nature and extent of the loss or condition;
2. Our obligation to pay the claim under the Policy; and
3. the claimant's right to receive payment.

Proof of Claim:

When do I have to send Proof of Claim?

Written Proof of Claim must be filed within 90 days of the loss. However, if it is not possible to give proof within 90 days, it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

Proof of Claim may include the following:

- 1) a completed claim form;
- 2) a certified copy of the death certificate (if applicable);
- 3) Your enrollment form;
- 4) documentation of:
 - a) the date Your disability began;
 - b) the cause of Your disability; and
 - c) the prognosis of Your disability;
- 5) all medical information, including reports of diagnostic testing and photocopies of medical records, including histories,
- 6) physical, mental or diagnostic examinations and treatment notes;
- 7) the names and addresses of all:
 - a) Physicians or other qualified medical professionals You have consulted;
 - b) Hospitals or other medical facilities in which You have been treated; and
 - c) pharmacies which have filled Your prescriptions within the past three years;
- 8) Your signed authorization for Us to obtain and release medical, employment, and financial information (if applicable);
- 9) documentation of Your hours worked, earnings and all other types of income;
- 10) proof of any Employer approved Leave of Absence; or
- 11) any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

You and Your Employer must fill out the applicable designated section of the claim form and then give it to Your attending Physician. The Physician should fill out their section of the form and send it directly to Us.

We may request that You provide proof of continuing Disability, satisfactory to Us, indicating that You are under the Regular Care of a Physician. The proof, provided at Your expense, must be received within 30 days of a request by Us.

In some cases, You will be required to give Us authorization to obtain additional medical information, and to provide non-medical information as part of Your Proof of Claim, or proof of continuing Disability. We will deny Your claim or stop making Your payments if the appropriate information is not submitted.

You must notify Us immediately when You return to work in any capacity.

Additional Proof of Loss:

What Additional Proof of Loss is the Company entitled to?

To assist Us in determining if You are Disabled, or to determine if You meet any other term or condition of the Policy, We have the right to require You to:

- 1) meet and interview with Our representative; and
- 2) be examined by a Physician, vocational expert, functional expert, or other professional of Our choice. Any such interview, meeting or examination will be:
 - a) at Our expense; and
 - b) as reasonably required by Us.

Your Additional Proof of Loss must be satisfactory to Us. Unless We determine You have a valid reason for refusal, We may deny, suspend or terminate Your benefits if You refuse to be examined or meet to be interviewed by Our representative.

Notice of Claim Decisions

How long does it take to make a claim decision?

We will send You Written notice of Our claim decision within 45 days after We receive proper Proof of Claim. If there are special circumstances that require more time, We will send you a Written notice within this timeframe that an additional 30 days is needed. If more time is still needed to make a claim determination, We will send You Written notice during this initial 30 day extension stating the special circumstances that require an additional 30 days. If We request additional information, You will have 45 days to respond to our request, and We will send Written notice of Our claim decision within 30 days after We receive Your response. If the claim is wholly or partly denied, Our notice will include:

- 1) Reasons for such denial;
- 2) The internal rules, guidelines, protocols, standards or other similar criteria of the Policy that were used in denying a claim, or a statement that none were used;
- 3) A statement that You are entitled to receive, upon request, the claim file and other relevant documents;
- 4) A description of the additional information needed to support Your claim;
- 5) Information concerning Your right to request that We review Our decision; and

A description of Our review procedures and time limits, and notice to You of Your right to bring a civil action.

Reconsideration of a Denied Claim

What happens when a claim is denied?

You may request Us to review Our denial of all or part of Your claim. This request must be in writing and must be received by us no more than 180 days after you receive notice of Our claim decision. As part of this review, you may:

- 1) Send us written comments;
- 2) Review any non-privileged information relating to Your claim; and
- 3) Provide Us with other information or proof in support of Your claim.

We will review Your claim promptly after receiving Your request. We will advise You of the results of Our review within 45 days after We receive Your request, or within 90 days if there are special circumstances that require more time. If We request additional information, You will have 45 days to respond to Our request, and We will send Written notice of Our claim decision within 30 days after We receive Your response. Our decision will be in writing and will include reference to specific Policy provisions, internal rules, guidelines, protocols, standards or other similar criteria of the Policy on which the decision was based, or a statement that none were used, and notice to You of Your right to bring a civil action.

Payment of Disability Claim:

To Whom are Claims Paid?

Except as otherwise noted for specified additional benefits that may be included in the Policy, all Disability benefits are payable to You. If a benefit is payable to Your estate, to a minor or to someone who is not competent to give a valid release, We have the right to pay up to \$3,000 to any of Your relatives whom We consider entitled. Any amount We pay in good faith releases Us from further liability, but only for the amount paid.

Receipt of Disability Payments:

When will the Company begin Payments?

You will begin to receive the appropriate periodic payments, for which We are liable, if:

- 1) You are Disabled;
- 2) the applicable Elimination Period, if any, has been met; and
- 3) We approve Your claim.

Unpaid Premium

What happens if I have unpaid Premium when claims are being paid?

Upon the payment of a claim, any premium then due and unpaid may be deducted from the claim payment.

Legal Action: There are time limits as to when legal action can be taken to obtain Policy benefits. No legal action can be taken until 60 days after You have given Us Written Proof of Claim. No legal action can be taken more than three years after Written Proof of Claim was required by the above terms. You may pursue legal action with respect to a claim that has been denied, in whole or in part, if We do not adhere to all claims processing rules, unless the violation was the result of a minor error and other specified conditions are met.

Physical Examination and Autopsy: We have the right to have You examined by a Physician of Our choice as often as necessary while the claim is pending, unless not allowed by law. We may also have an autopsy made in case of death, unless not allowed by law. We will pay the cost of the exam and autopsy.

Applying For Social Security Benefits

You must apply for Social Security disability benefits within 6 months of the date You become Disabled. You must:

- 1) Send Us Proof that You have applied for Social Security Benefits; and
- 2) Sign a reimbursement agreement in which You agree to repay Us for any overpayments We may make to You under the Policy; and
- 3) Sign a release that authorizes the Social Security Administration to provide information directly to Us regarding Your Social Security benefits eligibility.

Social Security Assistance

If You are receiving Weekly Benefit Payments from Us, We may provide advice to You about filing Your claim for Social Security disability benefits or appealing a denial of Your claim for Social Security disability benefits.

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

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

- 1) helping You obtain medical and vocational evidence; and
- 2) helping You find appropriate legal representation, and
- 3) by reimbursing pre-approved case management expenses.

Estimating Amount of Social Security Benefits

We reserve the right to estimate the amount of Social Security Benefits You, Your spouse or children may be eligible to receive. When We determine that You, Your spouse or children may be eligible for Social Security Benefits. We may estimate the amount of these benefits and We may reduce Your Weekly Payments by the estimated amount. This reduction will start with the first Weekly Payment coincident with the date You were eligible to receive Social Security benefits.

However, We will not reduce Your Weekly Payments by estimated Social Security Benefits if:

- 1) You apply for Social Security benefits and pursue all required appeals in accordance with the Social Security provision; or
- 2) We have received proof of:
 - a) the approval of Your claim for Social Security Benefits; or
 - b) denial of Social Security Benefits from an administrative law judge, which shows that all levels of appeal have been exhausted.

When You receive approval or final denial for Your claim for Social Security benefits as described above, You must notify Us immediately. We will adjust the amount of Your Weekly Payment. Any overpayment will be subject to the Overpayment provision of the Policy.

Estimating Amounts of All Other Deductible Sources of Income: We have the right to estimate the amount of benefits You may be eligible to receive from all other Deductible Sources of Income. We may reduce Your Weekly Payment by the estimated amount if:

- 1) You have not been awarded but have not been denied such benefits;
- 2) You have been denied such benefits and the denial is being appealed; or
- 3) You are reapplying for such benefits.

We will not reduce Your Weekly Payment by the estimated amount if:

- 1) You apply or reapply for the benefits and appeal Your denial through all of the administrative levels We have determined are necessary; or
- 2) You sign Our reimbursement agreement form stating that You promise to pay Us any overpayment caused by an award.

If We reduce Your Weekly Payment by an estimated amount:

- 1) We will adjust Your Weekly Payment when You provide proof of the amount awarded; or
- 2) We will issue a lump sum refund of the estimated amount if You were denied benefits and have completed all appeals (or reapplications) We have determined are necessary.

Any overpayment will be subject to the Overpayment provision of the Policy.

Overpayment of Disability Claim: We have the right to recover any overpayments due to fraud, Your receipt of Deductible Sources of Income or any error We make in processing a claim. You must reimburse Us in full. We will determine the method by which the repayment is to be made. We have the right to recover overpayment from Your Spouse if living, otherwise Children under the age of 26 or estate.

Reimbursement: We have the right to request, to the extent allowed by law, to be reimbursed for any benefit payments made or required to be made under the Policy for a Disability for which You recover payment from a third party.

If You recover payment from a third party as:

- 1) a legal judgment;
- 2) an arbitration award; or
- 3) a settlement or otherwise;

You must reimburse Us for the lesser of:

- 1) the amount of payment made or required to be made by Us; or
- 2) the amount recovered from the third party less any reasonable legal fees associated with the recovery.

Rights of Authority: When making a benefit determination under the Policy, We have the sole discretionary authority:

- 1) to determine Your or Your Spouse's eligibility, if applicable, for benefits;
- 2) to interpret the terms, conditions, limitations, and exclusions of the Policy; and
- 3) to interpret all other provisions of the Policy including the Certificate and any riders, endorsements or amendments.

We may delegate this discretionary authority to other entities or persons who provide services in regard to the administration of the Policy. This provision applies only where the interpretation of the Policy is governed by the Employee Retirement Income Security Act (ERISA).

This provision:

- 1) does not prevent Your rights to bring legal action as stated in the Legal Action provision; and
- 2) does not serve to deprive any insurance department of its statutory rights and obligations.

Workers' Compensation: The Policy does not provide benefits required by any Workers' Compensation laws.

GENERAL PROVISIONS

Statements and Contestability

All statements made by the Policyholder, Your Employer or You under the Policy will be deemed representations and not warranties. No statement made to affect this insurance will be used in any contest unless it is in writing and a copy of it is given to You or Your representative.

After the coverage provided by the Policy has been in effect for a period of 2 years during Your lifetime:

1. the coverage provided by cannot be contested, except for non-payment of premium; and
2. no statement made by You relating to Your insurability will be used to contest the coverage for which the statement was made, except fraudulent misstatements.

In the event Your coverage is rescinded, We will refund premiums paid for the periods such coverage is void.

We have the right at any time to assert as a defense to a claim that You were not eligible to become covered because You did not meet certain eligibility requirements in this Certificate. These include, but are not limited to, the requirement that You:

1. be in an Eligible Class;
2. submit and have approved Evidence of Insurability, if required; and
3. meet the Actively at Work requirement.

Misstatements

What happens if facts are misstated?

If Your age was not stated accurately, Your premium may be adjusted and true facts will be used to determine if, and for what amount, coverage should have been in force.

No statement, except fraudulent misstatements, made by You relating to Your insurability will be used to contest the coverage for which the statement was made after the coverage has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You.

Insurance Fraud

Subject to the Contestability provision, We will use all means necessary to support fraud detection, investigation, and prosecution. Submission of false or misleading information may result in denial of Your claim and may be subject to prosecution and punishment to the full extent under state and/or federal law. We will pursue all appropriate legal remedies in the event of coverage fraud.

Conformity with State and Federal Laws

Any provision of the Policy that is contrary to the law of the jurisdiction in which it is delivered or with any other applicable law will be deemed to conform to the minimum requirements of the law. If any change to state or federal law, including but not limited to the Federal Social Security Act, affects The Company's liability under the Policy, the Company may change the Policy, the premiums or both. Such change:

1. will be effective as of the date of the change to the state or federal law; and
2. will not be made until the Company gives the Policyholder 45 days notice.

Changes

The Company reserves the right to make changes in the Policy, after the Policy has been in force for 12 months. The Company will give the Policyholder 30 days advance written notice of any change. No agent has authority to change or waive any part of the Policy. To be valid, any change or waiver must be in writing, approved by one of our officers and made a part of the Policy.

Time Periods

Unless otherwise specifically stated, all time periods begin and end at 12:01 A.M., Standard Time at the Policyholder's address place where the Policy is delivered.

Certificates

The Company will issue to the Policyholder, for delivery to each insured Employee, a certificate, in electronic or paper forms, setting forth the insurance protection to which insured persons are entitled, to whom benefits are payable, and any dependent coverage available. A Certificate will be provided in paper form upon request.

Statement of ERISA Rights

The following statement is required by federal law and regulation if Your plan is subject to ERISA:

As a participant of this Plan for Employees of: Duncan Supply Company, Inc., you are entitled to valuable financial protection – beyond your paycheck – that is provided by this plan. These benefits have been summarized and described for you in this Certificate so that you will have the facts you need for reference.

Your group welfare plan benefits have been affected by The Employee Retirement Income Security Act of 1974 (ERISA) since September 2, 1974. ERISA was signed into law to provide additional protection of your rights under this plan. The law does not require a company to provide benefits, but it does set standards for any benefits a company wishes to offer. It also requires that you be fully informed of the benefits you can expect to receive and your rights under ERISA.

It is your right to know about your benefit plans in detail. Therefore, in addition to the information provided in this Certificate, you will receive each year – at no cost – a summary of the annual report of the plan's financial activities. You can also review the various plan documents at your place of work or receive copies of them at reasonable cost, if you file a written request with the Plan Administrator.

You also have a right to expect that the people who are responsible for the activities of the plan, who are called fiduciaries, act prudently and in your best interest. The plan fiduciaries have always acted in this manner, and have a commitment to the company to continue to do so. They also have a commitment under ERISA to make up any losses they may cause the plan through any imprudence.

If your claim for a benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim.

There are steps you can take to enforce your rights. You have a right to file suit if:

- 1) A fiduciary has misused funds;
- 2) The company improperly denies you a benefit;
- 3) The company fails to furnish within 30 days any documents you have requested in writing; or
- 4) The company discriminates against you for asserting your rights.

We doubt that will ever happen, but the right to file suite and to get the Department of Labor to help you is yours. The court will decide who should pay court costs and legal fees and could require the Plan Administrator to provide materials you requested and pay you up to \$110 a day until you receive the materials. If you are successful the court may order the person you have sued to pay these costs and fees.

If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

The company cannot dismiss you or discriminate against you to prevent you from obtaining benefits or exercising your rights under ERISA.

If you have any questions about this plan or your rights under ERISA, please contact the Plan Administrator who will be glad to help you. You can also obtain such information at the nearest Area Office of the U.S. Labor-Management Service Administration, Department of Labor.

DEFINITIONS

Accident or Accidental means a sudden, unforeseeable event that causes an Injury and that:

1. occurs while the Policy is in force;
2. occurs while You are covered under the Policy; and
3. is not subject to any exclusion in the Policy.

Active Work or Actively at Work means You are performing all the regular duties of Your Occupation:

1. at Your usual place of employment or any other business location where You are required to travel;
2. for the entire normal workday; and
3. for at least the minimum number of hours per week, as shown in the description of Eligible Class(es) For Coverage in the Schedule of Benefits.

You or Your Employer must provide Us satisfactory documentation that You are Actively at Work in accordance with the Proof of Claim provision.

Unless You are disabled or terminate Your employment on the prior workday or on a day of absence, We will consider You to be Actively at Work on the following days:

1. a Saturday, Sunday or holiday which is not a scheduled workday;
2. a paid vacation day, or other scheduled or unscheduled non-workday; or
3. an approved or emergency leave of absence (except medical leave).

Any Occupation means any occupation for which You are qualified by education, training or experience, and that has an earnings potential greater than 80% of Your Pre-disability Earnings.

Certificate means this document which provides a description of the coverage available under the Policy.

Change in Status means any of the following changes:

- 1) a change in marital status (marriage, divorce, legal separation, annulment);
- 2) a change in the number of Your dependents for tax purposes (birth, legal adoption of a child, placement of a child for adoption, or death of a dependent);
- 3) certain changes in employment status that affect Your benefit eligibility, such as termination of employment, a strike or lockout, the start of or return from an unpaid leave of absence, a change in worksite, a change in work schedule (between full-time and part-time work, decrease or increase in hours);
- 4) a significant increase in the cost of coverage or a significant reduction of coverage under Your other coverage; or
- 5) the addition, elimination, or significant reduction, of a coverage option.

Child means Your Dependent Child under age 26 who is:

- 1) a natural Child;
- 2) a stepchild, legally adopted Child or Child placed for adoption;
- 3) a Child for whom legal guardianship has been awarded to You or Your spouse; or
- 4) a foster Child, or any other Child who lives with You in a regular parent-child relationship

Civil Union Partner means an individual who is Your partner in a legal relationship according to the laws of the jurisdiction in which it was established.

Class means a grouping of persons based on criteria agreed on between the Employer and Us.

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

Current Earnings or Current Weekly Earnings means Weekly earnings You receive from:

- 1) Your Employer;
- 2) other employment; and
- 3) any other work for pay or profit;

while You are Disabled and eligible for benefits under the Policy. Current Weekly Earnings will include Bonuses and Commissions and will be pro-rated as necessary.

Current Weekly Earnings do not include earnings from work performed prior to the date of Disability.

However, if the other employment is a job You held in addition to Your job with Your Employer, then during any period that You are entitled to benefits for being Disabled from Your Occupation, only the portion of Your earnings that exceeds Your

average earnings from the other employer over the 6 month period just before You became Disabled will count as Current Weekly Earnings.

Deductible Sources of Income

Deductible Sources of Income means:

- any benefits and awards You receive or are eligible to receive under:
 - Workers' Compensation Law;
 - occupational disease law; or
 - any other similar act or law;
- any disability benefits You receive or are eligible to receive under:
 - any compulsory benefit act or law;
 - any other group insurance policy with Your Employer or with an association;
 - any other group insurance policy with another employer under which You become insured while You are Disabled under the Policy; or
 - any governmental retirement system as the result of Your job with Your Employer;
- any benefits under the United States Social Security Act, the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan, the Jones Act, and any other similar plan or Act. Benefits include:
 - disability benefits You are eligible to receive and any disability benefits Your Spouse or Your Children receive or are eligible to receive as a result of Your Disability; and
 - retirement benefits You receive under a Retirement Plan and any retirement benefits Your Spouse or Your Children receive as a result of Your receipt of retirement benefits unless You were receiving them prior to becoming Disabled;
- disability benefits from the Department of Veterans Affairs, or any other foreign or domestic governmental agency:
 - that begins after You become Disabled; or
 - that You were receiving before becoming Disabled, but only as to the amount of any increase in the benefit attributed to Your Disability;
- any disability or retirement benefits You receive or are eligible to receive under Your Employer's retirement plan, including:
 - a public employee retirement system;
 - a state teacher retirement system; or
 - a plan arranged and maintained by a union or employee association for the benefit of its members; We will consider Your and Your Employer's contributions to be distributed simultaneously throughout your lifetime, regardless of how funds are distributed from the retirement plan. If any of these plans has two or more payment options, the option which comes closest to providing You a monthly income for life with no survivors benefit will be a Deductible Source of Income, even if You choose a different option;
- any benefits for loss of time or lost wages You receive from the mandatory portion of a no-fault motor vehicle insurance plan, or automobile liability insurance policy;
- any amount You receive under any unemployment compensation law;
- any amounts You receive from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise that represents or compensates for Your loss of earnings;
- any amount You receive from any governmental law or program that provides disability, unemployment benefits as a result of Your job with Your Employer, including any paid family leave or paid family and medical leave plan or program;
- any income You received from Your Employer as a result of any accumulated sick time, salary continuation, including any paid family leave or paid family and medical leave plan or program or paid time off, which causes the Weekly Benefit, plus Deductible Sources of Income to exceed 100% of Your Pre-disability Earnings. The amount in excess of 100% of Your Pre-disability Earnings will be used to reduce the Weekly Benefit.

Deductible Sources of Income will not include payments or income from:

- 1) 401(k) or 403(b) plans;
- 2) profit sharing plans;
- 3) employee stock plans or thrift plans;
- 4) tax sheltered annuities;
- 5) stock ownership plans;
- 6) defined contribution plans from professional corporations;
- 7) early retirement benefits under the United States Social Security Act that are not received;
- 8) Pension Plans for partners or a partner or proprietor H.R. 10 (Keogh) plans under the self-employed Individual Retirement Act; or
- 9) capital accounts;

- 10) military retirement, pension and military disability income plans;
- 11) individual disability income insurance;
- 12) credit or franchise disability income insurance benefits;
- 13) group credit or mortgage disability insurance benefits;
- 14) no-fault automobile insurance plans;
- 15) Retirement Plans from other employers;
- 16) Individual or Employer sponsored Retirement Accounts (IRA) or tax sheltered annuities, or deferred compensation plans;
- 17) personal investment income; and
- 18) Veteran's Administration Disability and military retirement benefits You are receiving prior to becoming Disabled.

We will not reduce Your Weekly Payment by:

- 1) Your contributions to Your Employer's Retirement Plan; or
- 2) amounts Your Employer rolls over or transfers to an eligible Retirement Plan

Dependent means:

- 1) Your Spouse; and
- 2) Children.

Disability or **Disabled** means that, as a direct result of Your Sickness or Injury, You are not Actively at Work and:

- 1) You are under the Regular Care of a Physician; and
- 2) You are unable to perform some or all of the Essential Duties of Your Occupation or a Reasonable Alternative Job offered to You by Your Employer; and
- 3) Your Current Weekly Earnings are 80% or less than Your Pre-disability Weekly earnings.

Your loss of earnings must be a direct result of Your Sickness or Injury. You will not be considered Disabled from an occupation solely due to:

- 1) Your inability to work more than 40 hours per week in the occupation, even if You were regularly required to work more than 40 hours per week prior to Your Sickness or Injury;
- 2) Your loss, suspension, restriction or failure to maintain a professional or occupational license, permit or certification;
- 3) economic factors, such as recession, job obsolescence, pay-cuts and job sharing;
- 4) Your Employer's work schedule that is inconsistent with the normal work schedule of Your Occupation;
- 5) Your relationship with Your Employer or other Employees of the Employer; or
- 6) failure or inability of Your Employer to maintain the workplace in a manner consistent with the normal physical environment of Your Occupation.

Domestic Partner means an individual who is Your partner in a Domestic Partnership with whom You:

- 1) have executed a Domestic Partner affidavit satisfactory to Us, establishing that You and Your partner are Domestic Partners for purposes of the Policy; or
- 2) have registered as Domestic Partners with a government agency or office where such registration is available and provide proof of such registration unless requiring proof is prohibited by law.

You will continue to be considered Domestic Partners provided You continue to meet the requirements described in the Domestic Partner affidavit or required by law.

Eligibility Waiting Period means the continuous length of time that You must serve in an eligible Class in order to be eligible to enroll for coverage.

Elimination Period means the number of days at the beginning of any one period of Disability which must elapse before benefits are payable, as shown in the Schedule of Benefits. The Elimination Period begins on the first day of Your Disability. This plan allows You to be Disabled and work part-time during the Elimination Period. Those partial work days will count toward satisfying the Elimination Period. If You are working a reduced schedule of full-time work days due of the course of treatment for Your condition, We may count those days toward the Elimination Period as well.

Employee means a person who works for the Employer on a regular basis:

- 1) in the normal business of the Employer;
- 2) is paid for services by the Employer;
- 3) who is a citizen or legal resident of the United States, its territories and protectorates and Canada; excluding contract, temporary, leased or seasonal Employees and expatriate Employees; and
- 4) is Actively at Work for the Employer.

No director or officer of an Employer will be considered an Employee unless they work directly for and receive a salary, from Your Employer.

Employer means the Policyholder.

Essential Duty means a duty that:

- 1) is substantial, not incidental;
- 2) is fundamental or inherent to Your or Any Occupation; and
- 3) cannot be reasonably omitted or changed.

We will not consider working more than 40 hours per week an Essential Duty if Your Occupation requires that You work in excess of 40 hours per week, on average.

Evidence of Insurability means specific information about You which You provide to Us when applying for coverage.

That information includes:

- 1) a completed and signed application approved by Us;
- 2) a medical examination, if requested; and
- 3) any additional information we may require;
- 4) and attending Physicians' statements.

All Evidence of Insurability will be furnished at Your expense. We will then determine if You are insurable under the Policy.

Gross Disability Payment means Your gross Short Term Disability Benefit as calculated from the Schedule of Benefits, prior to any reductions for Deductible Sources of Income.

Hospital or Medical Facility means a facility accredited by JCAHO (Joint Commission on Accreditation of Health Care Organizations) duly licensed by the state to provide medical evaluation and treatment of patients under the direction of an active staff of licensed physicians.

Hospitalization means You are an in-patient in a Hospital or Medical Facility for a period of not less than 24 consecutive hours in a Hospital or Medical Facility.

Immediate Family means Your Spouse, Child, parent or sibling; or Your Spouse's child, parent or sibling.

Injury means bodily injury, which occurs as the result of an Accident while insured under the Policy. The Injury must be the direct cause of the loss, independent of disease, body infirmity or any other cause. An Injury that occurs before You are covered under the Policy will be treated as a Sickness for any subsequent claims.

Intoxicated means under the influence of:

- 1) any controlled substance, as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless the controlled substance is being taken as prescribed by your Physician; or
- 2) alcohol and Your blood alcohol concentration is in excess of the legal limit in the state in which the Accident occurred.

Motorized Vehicle means any self-propelled vehicle or conveyance, including but not limited to automobiles, trucks, motorcycles, ATV's, snow mobiles; tractors, golf carts, motorized scooters, lawn mowers, heavy equipment used for excavating, boats, and personal watercraft. Motorized Vehicle does not include a medically necessary motorized wheelchair.

National Economy means the economy in the continental United States.

Physician means:

- 1) a person licensed to practice medicine in the jurisdiction where such services are performed; or
- 2) any other person whose services must be treated as a Physician's for the purposes of the Policy according to applicable law. Each such person must be licensed in the jurisdiction where they perform the service and must act within the scope of that license. They must also be certified and/or registered if required by such jurisdiction.

Physician will include a nurse practitioner or physician assistant (where allowed by law). Physician does not include You or members of Your Immediate Family or anyone employed by the Employer or Your or the Employer's business partners.

Policy or "**Group Policy**" means the policy issued by Us to the Employer and described in this Certificate.

Pre-disability Earnings means Your annual salary from Your Employer in effect on the date immediately prior to the date You were last Actively at Work.

It does not include commissions, overtime, bonuses, profit sharing and tips and tokens or other forms of extra compensation.

Your amount of coverage will be calculated based on the lesser of Your annual Earnings as calculated above or the premium amount actually received by Us.

Annual Earnings will be determined according to the Employer's records.

Prior Policy means the terminated group Short Term Disability coverage carried by Your Employer on the day before the Policy Effective Date, or the group Short Term Disability coverage carried by an employer acquired by Your Employer.

Reasonable Alternative Job means a job with Your Employer, within the same general location, the Essential Duties of which You are able to perform, and which considers Your prior education, training or experience, and with a rate of pay equal to or greater than 80% of Your Pre-disability Earnings.

Regular Care means You are under the continuing care of, and personally visit, a Physician as frequently as is medically required, to effectively diagnose, manage and treat Your disabling condition(s) and that medical care and treatment is:

- 1) given by a Physician whose medical training and clinical specialty are appropriate for treating Your Disability;
- 2) consistent in type, frequency and duration of treatment with relevant guidelines of national medical research, health care coverage organizations and governmental agencies;
- 3) consistent with a Physician's diagnosis of Your Disability; and
- 4) intended to maximize Your medical and functional improvement.

For purposes of the Policy, Regular Care does not include treatment through telemedicine, where the provider and patient are not physically present with each other.

Retirement Plan means a defined benefit or defined contribution plan that provides benefits for Your retirement and which is not funded wholly by Your contributions. It does not include:

- 1) a profit-sharing plan;
- 2) thrift, savings or stock ownership plans;
- 3) a non-qualified deferred compensation plan; or
- 4) an individual retirement account (IRA), a tax-sheltered annuity (TSA), Keogh Plan, 401(k) plan, 403(b) plan or 457 deferred compensation arrangement.

Short Term Disability Benefits are the weekly benefits provided under the terms of the Policy.

Sickness means an illness or disease and will include pregnancy.

Spouse means Your Spouse who is:

- 1) legally married to You; and
- 2) not legally separated or divorced from You.

Spouse, for the purposes of the Policy, will also mean Your Domestic Partner or Your Civil Union Partner.

Substance Abuse means alcoholism, or the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance, whether or not prescribed by a Physician.

Surgery means a medically necessary surgical procedure performed while You are an in-patient in a Hospital or on an outpatient basis at a Hospital or Medical Facility.

Vocational Rehabilitation Program means a program of services that have been approved by Us for the purpose of helping You to return to work. The Vocational Rehabilitation Program may include at Our sole discretion, but is not limited to, the following services:

- 1) coordination with Your Employer to assist You to return to work;
- 2) evaluation of adaptive equipment or job accommodations to allow You to work;
- 3) evaluation of possible workplace modifications or assistive technology which might allow You to return to work in Your Occupation or Any Occupation;
- 4) vocational evaluation to determine how Your disability may impact Your employment options;
- 5) job placement services, including resume preparation services and training in job-seeking skills;

- 6) education, accommodation or relocation expenses;
- 7) retraining for a new occupation;
- 8) relocating that may be part of an approved return to work program; and
- 9) alternative treatment plans such as recommendations for support groups, physical therapy, occupational therapy, or other treatment designed to enhance Your ability to work.

We, Us, and Our mean the insurer, Anthem Life Insurance Company.

Weekly Benefit Payment means the amount of income replacement payable to You while You are Disabled, subject to the terms of the Policy, and after any amounts shown in the Deductible Sources of Income section of the Policy and any disability work earnings have been subtracted. The Weekly Payment will never be less than the Minimum Weekly Benefit Amount.

Weekly Earnings means Your Pre-Disability annual Earnings divided by 52.

Written or Writing means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

You and Your means the Employee insured under the Policy and to whom this Certificate is issued.

Your Occupation means Your Occupation as it is recognized in the National Economy and that You were routinely performing prior to becoming Disabled. Your Occupation does not mean the specific job You are performing for a specific employer or at a specific location.

NOTICE OF PROTECTION PROVIDED BY THE INDIANA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This Notice provides a brief summary of the Indiana Life and Health Insurance Guaranty Association ("ILHIGA") and the protection it provides for policyholders. This safety net was created under Indiana law, which determines who and what is covered and the amounts of coverage.

ILHIGA was established to provide protection to policyholders in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its insurance department. If this should happen, ILHIGA will typically arrange to continue coverage and pay claims, in accordance with Indiana law, with funding from assessments paid by other insurance companies. (For the purposes of this Notice, the terms "insurance company" and "insurer" mean and include health maintenance organizations ("HMOs")).

Basic Protections Currently Provided by ILHIGA

Generally, an individual is covered by ILHIGA if the insurer was a member of ILHIGA and the individual lives in Indiana at the time the insurer is ordered into liquidation with a finding of insolvency. The coverage limits below apply only for companies placed in rehabilitation or liquidation on or after July 1, 2018. The benefits that ILHIGA is obligated to cover are not to exceed the lesser of (a) the contractual obligations for which the member insurer is liable or would have been liable if the member insurer were not an insolvent insurer, or (b) the limits indicated below:

Life Insurance

- \$300,000 in death benefits
- \$100,000 in cash surrender or withdrawal values

Health Insurance

- \$500,000 for health plan benefits (see definition below)
- \$300,000 in disability income and long-term care insurance benefits
- \$100,000 in other types of health insurance benefits

Annuities

- \$250,000 in present value of annuity benefits (including net cash surrender and net cash withdrawal values)

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000.

Special rules may apply with regard to health benefit plans and covered unallocated annuities.

"Health benefit plan" is defined in IC 27-8-8-2(o), and generally includes hospital or medical expense policies, certificates, HMO subscriber contracts or certificates or other similar health contracts that provide comprehensive forms of coverage for hospitalization or medical services, but excludes policies that provide coverages for limited benefits (such as accident-only, credit, dental-only or vision-only insurance), Medicare Supplement insurance, disability income insurance and long-term care insurance.

The protections listed above apply only to the extent that benefits are payable under covered policy(s). In no event will the ILHIGA provide benefits greater than the contractual obligations in the life, annuity, or health insurance policy or contract. The statutory limits on ILHIGA coverage have changed over the years and coverage in prior years may not be the same as that set forth in this Notice.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or variable annuity contract.

Benefits provided by a long-term care (LTC) rider to a life insurance policy or annuity contract shall be considered the same type of benefits as the base life insurance policy or annuity to which it relates.

To learn more about the protections provided by ILHIGA, please visit the ILHIGA website at inlifega.org or contact:

Indiana Life & Health Insurance
Guaranty Association
3502 Woodview Trace, Suite 100
Indianapolis, IN 46268
(317) 636-8204

Indiana Department of Insurance
311 West Washington Street, Suite 103
Indianapolis IN 46204
(317) 232-2385

The policy or contract that this Notice accompanies might not be fully covered by ILHIGA and even if coverage is currently provided, coverage is (a) subject to substantial limitations and exclusions (some of which are described above), (b) generally conditioned on continued residence in Indiana, and (c) subject to possible change as a result of future amendments to Indiana law and court decisions.

Complaints to allege a violation of any provision of the Indiana Life and Health Insurance Guaranty Association Act must be filed with the Indiana Department of Insurance, 311 W. Washington Street, Suite 103, Indianapolis, IN 46204; (telephone) 317-232-2385.

Insurance companies and agents are not allowed by Indiana law to use the existence of ILHIGA or its coverage to encourage you to purchase any form of insurance or HMO coverage. (IC 27-8-8- 18(a)). When selecting an insurance company, you should not rely on ILHIGA coverage. If there is any inconsistency between this Notice and Indiana law, Indiana law will control.

Questions regarding the financial condition of a company or your life, health insurance policy or annuity should be directed to your insurance company or agent.

Value Added Services Rider

The following additional services are provided based on negotiated agreements between the insurance company and certain service providers. Although the insurance company endeavors to make these services available to all policyholders and certificate holders as described below, modifications to or replacement of, our agreements with service providers may require that services be periodically modified or terminated. Such modification or termination of services, or replacement of service providers, may be made based on cost to the insurer, availability of services, or other business reasons at the discretion of the insurer or service providers.

1. Resource Advisor

Resource Advisor, a member assistance program that's provided with your life and/or disability benefit, has resources and services to support you and your household family members when you need it.

Counseling by phone, face-to-face or LiveHealth Online video chat

When you're feeling stressed, worried or having a tough time, you may want someone to talk to. You and your household family members can call Resource Advisor anytime, 24/7, and talk with a licensed counselor:

- By phone: Call 1-888-209-7840
- In-person: Call to set up face-to face sessions and then schedule with your counselor
- Video chat: Talk with a counselor from the convenience of your home or wherever you have internet access and privacy via LiveHealth Online. To set up a LiveHealth Online visit, call Resource Advisor. We'll give you details about how to schedule, along with a coupon code that gives you LiveHealth Online visits at no cost to you.

You can also review a therapist's background and qualifications to help choose one who's available and right for you. Whatever works for you — we're here to help with any concern, no matter how big or small.

You and your family members are eligible for up to three counselor visits per issue or concern, at no cost to you.

Counselors can help with:

Stress	Financial concerns
Anxiety and depression	Legal issues
Identity theft	Help dealing with illness
Relationship or family issues	ID monitoring
Child care and elder care	

Financial planning

Call Resource Advisor to set up one-on-one financial counseling with a certified professional financial planner. They can help with issues like retirement planning, saving for a child's education and more.

Legal services

With a call to Resource Advisor, you can get a consultation with an attorney at no charge. If you want to meet with an attorney in person, the legal consultant can set up an appointment and you can even get a discount on the visit.

Identity theft recovery and monitoring

Resource Advisor has fraud resolution specialists who can help if your identity is stolen. They can work with creditors, collection agencies, law firms and credit reporting agencies for you for up to one year. You can sign up for ID monitoring, get credit report reviews and place fraud alerts on credit reports no matter how many times your identity is compromised.

Online tools to help with life's issues

The Resource Advisor website has tools to help with many of life's challenges, such as creating a will, parenting, aging, healthy living, household support, referrals, funeral planning and more. Visit www.resourceadvisor.anthem.com and use the Program Name AnthemResourceAdvisor to access resources.

Please note:

Online counseling is not appropriate for all kinds of problems. If you are in crisis or have suicidal thoughts, it's important that you seek help immediately. Please call **1-800-784-2433** (National Suicide Prevention Lifeline) or 911 and ask for help.

If your issue is an emergency, call 911 or go to your nearest emergency room. LiveHealth Online does not offer emergency services. Appointments subject to availability of a therapist.

LiveHealth Online is the trade name of Health Management Corporation, a separate company, providing telehealth services on behalf of Anthem.

Note about eligibility: This program is for active Employees and their household family members. All benefits end at retirement.

Face to face and LiveHealth counseling are limited to three visits per issue. Financial planning, and legal services are limited to one consultation per issue.

Cut out this wallet card and keep it with you

Resource Advisor

Get support, advice and resources 24/7

Valid only for eligible members with group life and/or disability insurance coverage.

1-888-209-7840

QUESTIONS REGARDING YOUR POLICY OR COVERAGE SHOULD BE DIRECTED TO:

Anthem Life Insurance Company

1 (800) 551-7265

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer, you may contact the Department of Insurance by mail, telephone, or email:

Statement of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800)-622-4461; (317) 232-2395

Complaints can be filed electronically at www.in.gov/idoi

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