



**DELAWARE AMERICAN LIFE INSURANCE COMPANY**

600 N. King Street  
WILMINGTON, DELAWARE 19801

**CERTIFICATE OF INSURANCE**

Delaware American Life Insurance Company (“DelAm”) certifies that You are insured for the benefits described in this Certificate, subject to the provisions of this Certificate. This Certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance.

**PLEASE READ THIS CERTIFICATE CAREFULLY.**

This Certificate is part of the Group Policy. The Group Policy is a contract between DelAm and the Participating Employer and may be changed or ended without Your consent or notice to You.

<b>Participating Employer:</b>	Stryker Corporation
<b>Group Coverage Number:</b>	03509A
<b>Type of Insurance:</b>	Disability Income Insurance
<b>Effective Date:</b>	January 1, 2024
<b>DelAm Toll Free Number:</b>	1.800.732.1603

**THIS CERTIFICATE ONLY DESCRIBES DISABILITY INCOME INSURANCE**

# TABLE OF CONTENTS

Section	Page
<b>SCHEDULE OF BENEFITS</b> .....	<b>3</b>
<b>DEFINITIONS</b> .....	<b>5</b>
<b>ELIGIBILITY PROVISIONS: INSURANCE FOR YOU</b> .....	<b>9</b>
Eligible Classes .....	9
Date You Are Eligible For Insurance .....	9
Date Your Insurance Takes Effect .....	10
Date Your Insurance Ends .....	10
<b>SPECIAL RULES FOR GROUPS PREVIOUSLY COVERED UNDER A PLAN OF DISABILITY INCOME INSURANCE</b> .....	<b>11</b>
<b>CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT</b> .....	<b>13</b>
For Family And Medical Leave .....	13
At The Participating Employer's Option .....	13
Additional Long Term Benefit: Single Sum Payment In The Event Of Your Death .....	21
<b>FILING A CLAIM</b> .....	<b>25</b>
<b>GENERAL PROVISIONS</b> .....	<b>27</b>
Assignment .....	27
Beneficiary .....	27
Disability Income Benefit Payments: Who We Will Pay .....	27
Entire Contract .....	28
Misstatement of Age .....	28
Conformity with Law .....	28
Physical Exams .....	28
Autopsy .....	28

**SCHEDULE OF BENEFITS**

This schedule shows the benefits that are available under the Group Policy. You are only covered for insurance:

- for which You become and remain eligible;
- which You elect, if subject to election; and
- which are in effect.

Disability Definition	24-Month, own occupation thereafter / Residual	
Monthly Benefit Percentage	66.67%	
Maximum Monthly Benefit	\$10,000	
Minimum Monthly Benefit	\$100	
Elimination Period	180 days	
Maximum Benefit Period	The later of: <ul style="list-style-type: none"> <li>• Your Normal Retirement Age; or</li> <li>• The period shown below.</li> </ul>	
	<u><b>Age at Disability</b></u> Prior to age 60 Age 60 Age 61 Age 62 Age 63 Age 64 Age 65 Age 66 Age 67 Age 68 Age 69 Age 70 and over	<u><b>Max Benefit Period</b></u> To age 65 60 Months 48 Months 42 Months 36 Months 30 Months 24 Months 21 Months 18 Months 15 Months 12 Months None
Pre-Existing Exclusion	12 lookback / 6 treatment free / 24 continuous coverage	
Offsets	Primary & Family Government Social Plans and other offsets	
Mental Illness / Drug Addiction / Alcoholism	24-month limitation	
Waiver of Premium	Included	
Survivor Benefits	3-month lump	
Recurrent Disability	6 months	
Rehabilitation Incentives	Included	

## **SCHEDULE OF BENEFITS (Continued)**

### **Changes In Your Insurance**

If a change results in a decrease of Your insurance, the decrease will take effect on the date of the change. If a change results in an increase of Your insurance and You are required to give evidence of Your insurability satisfactory to Us for such increase as stated in the section entitled EVIDENCE OF INSURABILITY, You must give Us such evidence at Your expense. If We approve the increase, it will take effect on the date We state in Writing, if You are Actively at Work in an eligible class on such date. If You are not Actively at Work in an eligible class on such date, the increase will take effect on the date You resume such work.

If a change results in an increase of Your insurance and You are not required to give evidence of Your insurability satisfactory to Us for such increase, You must be Actively at Work in an eligible class on the date the increase is to take effect. If You are not Actively at Work in an eligible class on such date, the increase will take effect on the date You resume such work.

Changes in Your Disability Income Insurance will only apply to Disabilities commencing on or after the date of the change.

## DEFINITIONS

As used in this Certificate, the terms listed below will have the meanings set forth below. When defined terms are used in this Certificate, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

**\$** means United States (U.S.) dollars unless otherwise stated.

**Actively at Work or Active Work** means You are currently performing all of the usual and customary duties of Your job on a Full-Time basis. It does not include situations when a person is not at work due to sickness, injury, leave of absence (whether approved or unapproved), strike or layoff. This performance of duties must be done at:

- the Participating Employer's place of business;
- an alternate place approved by the Participating Employer; or
- a place to which the Participating Employer's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Participating Employer approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

**Appropriate Care and Treatment** means medical care and treatment that is:

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

**Beneficiary** means the person(s) to whom We will pay Insurance as determined in accordance with the General Provisions section.

**Certificate holder** means an Employee of the Participating Employer who is a Covered Person. Unless otherwise specified, a Certificate holder is entitled to exercise the rights and benefits granted under this Certificate.

**Common Carrier** means a government regulated entity that is in the business of transporting fare paying passengers.

### **The term does not include:**

- chartered or other privately arranged transportation;
- taxis; or
- limousines.

**Consumer Price Index** means the CPI-W, the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the U.S. Department of Labor. If the CPI-W is discontinued or replaced, We reserve the right to substitute any other comparable index.

**Comparable Job** means any job for which You are reasonably fitted by education, training, and experience and which provides compensation and a position near or equivalent to that of Your Own Occupation. The determination as to whether a job offered by the Participating Employer is comparable to Your Own Occupation shall be made by Us after consultation with the Participating Employer.

**Covered Person** means an Employee of the Participating Employer whose life or person is the subject of insurance under this Certificate.

**Creditable Coverage** means an You had prior coverage under a group disability benefit plan or a disability benefit plan.

## DEFINITIONS (Continued)

**Disabled or Disability** means that due to Sickness or as a direct result of accidental injury You are receiving Appropriate Care and Treatment and complying with the requirements of such treatment, and:

- You are unable to perform any of the material duties of Your Own Occupation; and
- after benefits have been paid for twenty-four months, You cannot perform any of the material duties of a Comparable Job; or
- You are performing at least one of the material duties of Your Own Occupation or a Comparable Job on a part-time or full-time basis, and earning currently at least 20% less per month than Your Pre-Disability Earnings due to that same Sickness or accidental injury.

**Elimination Period** means the period of Your Disability during which We do not pay benefits. The Elimination Period begins on the day You become Disabled and continues for the period shown in the SCHEDULE OF BENEFITS.

**Employee** means a Full-Time Employee of the Participating Employer, including Employees of one or more subsidiary corporations, and the Employees, individual proprietors, and partners of one or more affiliated corporations, proprietorships or partnerships if the business of the Employer and of such affiliated corporations, proprietorships or partnerships are under common control. Employee shall exclude, in any case, part-time Employees who work for the Participating Employer less the number of hours per week indicated in the ELIGIBILITY PROVISIONS: INSURANCE FOR YOU section.

**Employer** means the Participating Employer as shown on the Certificate Face Page.

**Full-Time** means Active Work on the Participating Employer's regular work schedule for the class of Employees to which You belong. The work schedule must be at least 30 hours a week.

**Hospital** means a facility which is licensed as such in the jurisdiction where it is located and provides:

- a broad range of medical and surgical services on a 24-hour a day basis for injured or sick persons by or under the supervision of a staff of Physicians; and
- a broad range of nursing care on a 24-hour a day basis by or under the direction of a registered professional nurse.

**Local Economy** means the geographic area:

- within which You reside; and
- which offers suitable employment opportunities within a reasonable travel distance.

If You move on or after the date You become Disabled, We may consider both Your former and current residence to be Your Local Economy.

**Noncontributory Insurance** means insurance for which the Participating Employer does not require You to pay any part of the premium.

**Normal Retirement Age** means that as defined by the federal Social Security Administration on the date Your Disability starts.

**Own Occupation** means the duties that You regularly perform and that provides Your primary source or earned income. For Physicians/Lawyers, Own Occupation means the specialty in the practice of medicine/law in which You were engaged just prior to the date Disability started. Such job is not limited to the specific position You have with the Participating Employer or could have with any other employer.

**Participating Employer** means the employer including, if applicable, any subsidiaries, affiliates, divisions, branches or other similar entities of such Participating Employer participating in a trust established for the purpose of providing insurance.

**Participating Employer's Retirement Plan** means a plan which:

- provides retirement benefits to employees; and
- is funded in whole or in part by Participating Employer contributions.

## **DEFINITIONS (Continued)**

### **The term does not include:**

- profit sharing plans;
- thrift or savings plans;
- non-qualified plans of deferred compensation;
- plans under IRC Section 401(k) or 457;
- individual retirement accounts (IRA);
- tax sheltered annuities (TSA) under IRC Section 403(b);
- stock ownership plans; or
- Keogh (HR-10) plans.

### **Physician** means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- a person whose services, according to applicable law, must be treated as Physician's services for the purposes of the Group Policy. Each such person must be licensed in that jurisdiction where the service is performed and must act within the scope of that license. Such person must also be certified and/or registered by such jurisdiction.

### **The term does not include:**

- You
- Your Spouse; or
- any member of Your immediate family including Your and/or Your Spouse's:
  - parents;
  - children (natural, step or adopted);
  - siblings;
  - grandparents; or
  - grandchildren.

### **Pre-existing Condition** means a Sickness or accidental injury for which You

- received medical treatment, consultation, care, or services; or
- took prescription medication or had medications prescribed

in the twelve months before Your insurance or any increase in the amount of insurance under this Certificate takes effect.

**Pre-Disability Earnings** means gross salary or wages You were earning from the Participating Employer as of Your last day of Active Work before Your Disability began as reported to Us and for which premium has been paid. We calculate this amount on a monthly basis.

### **The term does not include:**

- awards and bonuses;
- overtime pay;
- the grant, award, sale, conversion and/or exercise of shares of stock or stock options;
- the Participating Employer's contributions on Your behalf to any deferred compensation arrangement or pension plan; or
- any other compensation from the Participating Employer.

**Proof** means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this Certificate. When a claim is made for any benefit described in this Certificate, Proof must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

## **DEFINITIONS (Continued)**

**Rehabilitation Program** means a program that has been approved by Us for the purpose of helping You return to work. It may include, but is not limited to, Your participation in one or more of the following activities:

- return to work on a modified basis with a goal of resuming employment for which You are reasonably qualified by training, education, experience and past earnings;
- on-site job analysis;
- job modification/accommodation;
- training to improve job-seeking skills;
- vocational assessment;
- short-term skills enhancement;
- vocational training; or
- restorative therapies to improve functional capacity to return to work.

**Sickness** means illness, disease or pregnancy, including complications of pregnancy.

**Signed** means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

**Spouse** means Your lawful Spouse.

**Waiting Period** means the period of continuous membership in an eligible class that You must wait before You become eligible for insurance. This period begins on the date You enter an eligible class and ends on the date You complete the Waiting Period that applies to such insurance. The Waiting Period is shown in the ELIGIBILITY PROVISIONS section of this Certificate.

**We, Us and Our** means Delaware American Life Insurance Company.

**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 or Your** means:

- prior to the date insurance takes effect under this Certificate, an Employee of the Participating Employer who is a member of an eligible class described in the ELIGIBILITY PROVISIONS: INSURANCE FOR YOU section;
- after the date insurance takes effect under this Certificate, the Certificate holder.



## **ELIGIBILITY PROVISIONS: INSURANCE FOR YOU**

### **Eligible Classes**

All active, Full-Time Employees of the Employer who normally work at least thirty hours per week:

1. who are U.S. based Employees on temporary assignment outside the U.S.; OR
2. who are non-U.S. based Employees on a temporary assignment in the U.S.; OR
3. who are non-U.S. based Employees working temporarily in an assignment country, who are neither a national of the assignment country nor the U.S.

### **Date You Are Eligible For Insurance**

You may only become eligible for the insurance available for Your eligible class as shown in the SCHEDULE OF BENEFITS.

You will be eligible for insurance made available to the members of Your eligible class on the date such insurance takes effect under the Group Policy.

If You enter an eligible class after the date insurance is made available to the members of that class, You will be eligible for such insurance on the day after You complete the required Waiting Period.

The Waiting Periods in effect under the Group Policy are as follows:

<b>Insurance Benefit</b>	<b>Waiting Period</b>
Disability Income Insurance: Long Term Benefits	None

The Annual Enrollment Period is a period of time agreed upon by the Participating Employer and Us, during which:

1. You may apply for insurance; and
2. You may elect to make changes to Your insurance.

Any changes made during the Annual Enrollment Period will take effect on the Annual Enrollment Effective Date.

Annual Enrollment Period: As defined by the Participating Employer

Annual Enrollment Effective Date: January 1 following the Annual Enrollment Period

## **ELIGIBILITY PROVISIONS: INSURANCE FOR YOU (Continued)**

### **Date Your Insurance Takes Effect**

#### **Rules for Noncontributory Insurance**

If You complete the enrollment process for Noncontributory Insurance **before** the date You become eligible, such insurance will take effect as follows:

1. if You were **not required** to give evidence of Your insurability, such insurance will take effect on the date You become eligible, if You are Actively at Work on that date; or
2. if You were **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date.

If You complete the enrollment process for Noncontributory Insurance **within thirty days after** the date You become eligible, such insurance will take effect as follows:

1. if You were **not required** to give evidence of Your insurability, such insurance will take effect on the date You complete the enrollment process, if You are Actively at Work on that date; or
2. if You were **required** to give evidence of Your insurability and We determine that You are insurable, such insurance will take effect on the date We state in Writing, if You are Actively at Work on that date.

If You are not Actively at Work on the date insurance would otherwise take effect, insurance will take effect on the day You resume Active Work.

### **Date Your Insurance Ends**

Your insurance will end on the earliest of:

1. the date the Group Policy ends;
2. the date insurance ends for Your class;
3. the end of the period for which the last premium has been paid for You;
4. the date You cease to be in an eligible class; You will cease to be in an eligible class on the date You cease Active Work in an eligible class, if You are not Disabled on such date, unless insurance is being continued in accordance with the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT;
5. Ninety days after the date You return to the U.S. or Your primary country of residence to establish residency; unless otherwise agreed to by Us; or
6. the date Your employment ends.

In certain cases insurance may be continued as stated in the section entitled CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT.

## **SPECIAL RULES FOR GROUPS PREVIOUSLY COVERED UNDER A PLAN OF DISABILITY INCOME INSURANCE**

To prevent a loss of insurance because of a change in insurance carriers, the following rules will apply if the Disability Income Insurance described in this Certificate replaces a plan of group disability income insurance provided to You by the Participating Employer:

### **Rules for When Insurance Takes Effect if You were Insured Under the Prior Plan on the Day Before the Replacement Date:**

- **If You are Actively at Work on such date**, You will become insured for Disability Income Insurance under this Certificate on the Replacement Date.

**Prior Plan** means the plan of group disability income insurance provided to You by the Participating Employer through another carrier on the day before the Replacement Date.

**Replacement Date** means the effective date of the Disability Income Insurance under the Group Policy.

- **If You are not Actively at Work on such date because you are Disabled**, You will become insured for Disability Income Insurance under this Certificate on the Replacement Date.

We will credit any time You accumulated toward the Elimination Period under the Prior Plan to the satisfaction of the Elimination Period required to be met under this Certificate.

Any benefits paid for such Disability will be equal to those that would have been payable to You under the Prior Plan less any amount for which the prior carrier is liable.

Benefit payments for such Disability will end on the earliest of:

- the date that payments end under the subsection DATE BENEFIT PAYMENTS END in this Certificate; or
  - the date that payments would have ended under the provisions of the Prior Plan of Insurance.
- **If You are not Actively at Work on such date for any other reason**, You will become insured for Disability Income Insurance under this Certificate on the date you return to Active Work.

### **Rules for When Insurance Takes Effect if You were Not Insured Under the Prior Plan on the Day Before the Replacement Date:**

- You will be eligible for Disability Income Insurance under this Certificate when you meet the eligibility requirements for such insurance as described in ELIGIBILITY PROVISIONS: INSURANCE FOR YOU; and
- We will credit any time You accumulated under the Prior Plan toward the eligibility waiting period under the Prior Plan to the satisfaction of the eligibility waiting period required to be met under this Certificate.

**SPECIAL RULES FOR GROUPS PREVIOUSLY COVERED UNDER A PLAN OF DISABILITY INCOME INSURANCE  
(Continued)**

**Rules for Pre-existing Conditions**

In determining whether a Disability is due to a Pre-existing Condition, We will credit You for any time You were insured under the Prior Plan. If Your Disability is due to a Pre-existing Condition as described in this Certificate, but would not have been due to a Pre-existing Condition under the Prior Plan, We will pay a benefit equal to the lesser of:

- the benefit amount under this Certificate; and
- the disability income insurance benefit that would have been payable to You under the Prior Plan.

If Your Disability would have been due to a Pre-Existing Condition under the Prior Plan, it will be treated as having been caused by a Pre-Existing Condition under this Certificate.

**Rules for Temporary Recovery from a Disability under the Prior Plan**

We will waive the Elimination Period that would otherwise apply to a Disability under this Certificate if You:

1. received benefits for a disability that began under the Prior Plan (“Prior Plan’s disability”);
2. returned to work as an active full-time employee prior to the Replacement Date;
3. become Disabled, as defined in this Certificate, after the Replacement Date and within 180 days of Your return to work due to a sickness or accidental injury that is the same as or related to the Prior Plan’s disability;
4. are no longer entitled to benefit payments for the Prior Plan’s disability since You are no longer insured under such Plan; and
5. would have been entitled to benefit payments with no further elimination period under the Prior Plan, had it remained in force.

## **CONTINUATION OF INSURANCE WITH PREMIUM PAYMENT**

### **For Family And Medical Leave**

Certain leaves of absence may qualify for continuation of insurance under the Family and Medical Leave Act of 1993 (FMLA), or other legally mandated leave of absence or similar laws. Please contact the Participating Employer for information regarding such legally mandated leave of absence laws.

### **At The Participating Employer's Option**

#### **For Disability Income Insurance**

The Participating Employer has elected to continue Disability Income Insurance by paying premiums for its employees who are not Disabled and cease Active Work in an eligible class for any of the reasons specified below. This election applies to employees as specified in the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOU.

Disability Income Insurance will continue for the following periods:

1. for the period You cease Active Work in an eligible class due to injury or Sickness, up to two months;
2. for the period You cease Active Work in an eligible class due to a Participating Employer approved leave of absence, up to two months, except that prior to the end of the period shown, the Participating Employer and We may agree, in Writing, to extend the continuation for an additional specified period of time. For purposes of this provision, leave of absence does not include a furlough;
3. For the period You cease Active Work in an eligible class due to part-time work, layoff, strike or furlough for up to two months;
4. For the period You cease Active Work in an eligible class due to an Employer approved sabbatical leave for a period of up to two months;
5. For the period You cease Active Work in an eligible class due to a sabbatical leave for training and educational purposes; provided You meet the following requirements:
  - a) Your leave is approved by the Participating Employer and is scheduled to last less than two months;
  - b) Your written request for continuation of coverage under this plan is approved by Us; and
  - c) Your premium continues to be paid;
6. For the period You cease Active Work in an eligible class due to a leave of absence for military service; provided You meet the following requirements:
  - a) Your leave is approved by the Participating Employer and is scheduled to last less than two months;
  - b) Your written request for continuation of coverage under this plan is approved by Us; and
  - c) Your premium continues to be paid.

At the end of any of the continuation periods listed above, Your insurance will be affected as follows:

1. if You resume Active Work in an eligible class at this time, You will continue to be insured under the Group Policy;
2. if You do not resume Active Work in an eligible class at this time, Your employment will be considered to end and Your insurance will end in accordance with the Date Your Insurance Ends subsection of the section entitled ELIGIBILITY PROVISIONS: INSURANCE FOR YOU.

## **DISABILITY INCOME INSURANCE: LONG TERM BENEFITS**

If You become Disabled while insured, Proof of Disability must be sent to Us. When We receive such Proof, We will review the claim. If We approve the claim, We will pay the Monthly Benefit up to the Maximum Benefit Period shown in the SCHEDULE OF BENEFITS, subject to THE DATE BENEFIT PAYMENTS END section.

To verify that You continue to be Disabled without interruption after Our initial approval, We may periodically request that You send Us Proof that You continue to be Disabled. Such Proof may include physical exams, exams by independent medical examiners, in-home interviews or functional capacity exams, as needed.

While You are Disabled, the Monthly Benefit described in this Certificate will not be affected if:

- Your insurance ends; or
- the Group Policy is amended to change the plan of benefits for Your class.

## **PRE-EXISTING CONDITION**

We will not pay any benefits or any increase in benefit amount due to:

- an elected increase in the amount of Your insurance; or
- an amendment to the plan

for a Disability that results from a Pre-existing Condition, if You have been Actively at Work for less than twelve consecutive months after the date Your Disability insurance or the elected increase in the amount of such insurance takes effect under this Certificate.

We will not pay any benefits or any increase in benefit amount due to any Disability:

- caused by, contributed to by, or resulting from a Pre-Existing Condition; and
- which begins before:
  - a period of six consecutive months starting on or after Your Effective Date, during which You have not received medical treatment, consultation, care or services including diagnostic measures, or taken prescribed drugs or medicines; or
  - twenty-four months after Your Effective Date. Any period of Creditable Coverage under a prior plan will be subtracted from this period if You can justify a similar insurance contract under the prior plan. However, if there has been a period of thirty days between the date coverage ended under such prior plan and the first day of any required Waiting Period under the Group Policy, any period of Creditable Coverage under such prior plan will *not* be subtracted from this period.

## **DISABILITY INCOME INSURANCE: LONG TERM BENEFITS (Continued)**

### **BENEFIT PAYMENT**

If We approve Your claim, benefits will begin to accrue on the day after the day You complete Your Elimination Period. We will pay the first Monthly Benefit one month after the date benefits begin to accrue. We will make subsequent payments monthly thereafter so long as You remain Disabled. Payment will be based on the number of days You are Disabled during each month and will be pro-rated for any partial month of Disability.

We will not pay benefits during any period for which You are eligible to receive employer paid sick leave or salary continuance.

We will pay Monthly Benefits to You. If You die, We will pay the amount of any due and unpaid benefits as described in the GENERAL PROVISIONS subsection entitled Disability Income Benefit Payments: Who We Will Pay.

While You are receiving Monthly Benefits, You will not be required to pay premiums for the cost any disability income insurance defined as Contributory Insurance.

Monthly Benefit payments will be made in US currency. The currency exchange rate is the exchange rate in effect on the date of Your Disability, and such exchange rate will remain the same throughout the duration of Your claim.

### **RECOVERY FROM A DISABILITY**

If You return to Active Work, We will consider You to have recovered from Your Disability.

The provisions of this subsection will not apply if Your insurance has ended and You are eligible for coverage under another group long term disability plan.

#### **If You Return to Active Work Before Completing Your Elimination Period**

If You return to Active Work before completing Your Elimination Period for a period of thirty days or less, and then become Disabled again due to the same or related Sickness or accidental injury, We will not require You to complete a new Elimination Period. We will count those days towards the completion of Your Elimination Period.

If You return to Active Work for a period of more than thirty days, and then become Disabled again, You will have to complete a new Elimination Period.

For purposes of this provision, the term Active Work only includes those days You actually work.

If You return to Active Work before completing Your Elimination Period and then become Disabled again due to an unrelated Sickness or accidental injury, You will have to complete a new Elimination Period.

#### **If You Return to Active Work After Completing Your Elimination Period**

If You return to Active Work after completing Your Elimination Period for a period of one hundred and eighty days or less, and then become Disabled again due to the same or related Sickness or accidental injury, We will not require You to complete a new Elimination Period. For the purpose of determining Your benefits, We will consider such Disability to be a part of the original Disability and will use the same Pre-Disability Earnings and apply the same terms, provisions and conditions that were used for the original Disability.

If You return to Active Work for a period of more than six months, and then become Disabled again, You will have to complete a new Elimination Period.

For purposes of this provision, the term Active Work includes all of the continuous days which follow Your return to work for which You are not Disabled.

## **DISABILITY INCOME INSURANCE: LONG TERM BENEFITS (Continued)**

### **REHABILITATION INCENTIVES**

#### **Rehabilitation Program Incentive**

If You participate in a Rehabilitation Program, We will increase Your Monthly Benefit by an amount equal to 10% of the Monthly Benefit. We will do so before We reduce Your Monthly Benefit by any Other Income.

#### **Work Incentive**

While You are Disabled, We encourage You to work. If You work while You are Disabled and receiving Monthly Benefits, Your Monthly Benefit will be adjusted as follows:

- Your Monthly Benefit will be increased by Your Rehabilitation Program, if any; and
- reduced by Other Income as defined in the DISABILITY INCOME INSURANCE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section.

Your Monthly Benefit as adjusted above will not be reduced by the amount You earn from working, except to the extent that such adjusted Monthly Benefit plus the amount You earn from working and the income You receive from Other Income exceeds 100% of Your Pre-Disability Earnings as calculated in the definition of Disability.

In addition, the Minimum Monthly Benefit will not apply.

#### **Limit on Work Incentive**

After the first twenty-four months following Your Elimination Period, We will reduce Your Monthly Benefit by 50% of the amount You earn from working while Disabled.



## **DISABILITY INCOME INSURANCE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT**

We will reduce Your Disability benefit by the amount of all Other Income. Other Income includes the following:

1. any disability or retirement benefits which You, Your Spouse or child(ren) receive or are eligible to receive because of Your disability or retirement under:
  - a) Federal Social Security Act;
  - b) Railroad Retirement Act;
  - c) any state or public employee retirement or disability plan, including State Teachers Retirement System ; or
  - d) any pension or disability plan of any other nation or political subdivision thereof;
2. any income received for disability or retirement under the Participating Employer's Retirement Plan, to the extent that it can be attributed to the Participating Employer's contributions;
3. any income received for disability under:
  - a) a group insurance policy to which the Participating Employer has made a contribution, such as:
    - i. benefits for loss of time from work due to disability; and
    - ii. installment payments for permanent total disability.
  - b) a no-fault auto law for loss of income, excluding supplemental disability benefits;
  - c) a government compulsory benefit plan or program which provides payment for loss of time from Your job due to Your disability, whether such payment is made directly by the plan or program, or through a third party;
  - d) a self-funded plan, or other arrangement if the Participating Employer contributes toward it or makes payroll deductions for it;
  - e) any sick pay, vacation pay or other salary continuation that the Participating Employer pays to You;
  - f) workers' compensation or a similar law which provides periodic benefits;
  - g) occupational disease laws;
  - h) laws providing for maritime maintenance and cure; and/or
  - i) Unemployment insurance law or program;
  - j) recovery amounts that You receive for loss of income as a result of claims against a third party by judgement, settlement or otherwise, including future earnings; and/or
4. individual disability income insurance policies to the extent that the sum of the benefit payable under this Certificate and the individual policy(ies) exceeds 80% of Your Pre-Disability Earnings.

## **DISABILITY INCOME INSURANCE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT (Continued)**

### **REDUCING YOUR DISABILITY BENEFIT BY THE ESTIMATED AMOUNT OF YOUR SOCIAL SECURITY BENEFITS**

If there is a reasonable basis for You to apply for benefits under the Federal Social Security Act, We expect You to apply for them. To apply for Social Security benefits means to pursue such benefits until You receive approval from the Social Security Administration, or a notice of denial of benefits from an administrative law judge.

We will reduce the amount of Your Disability benefit by the amount of Social Security benefits We estimate that You, Your Spouse or child(ren) are eligible to receive because of Your Disability or retirement. We will start to do this after You have received twenty-four months of Disability benefit payments, unless We have received:

- approval of Your claim for Social Security benefits; or
- a notice of denial of such benefits indicating that all levels of appeal have been exhausted.

However, within six months following the date You became Disabled, You must:

- send Us Proof that You have applied for Social Security benefits;
- sign a reimbursement agreement in which You agree to repay Us for any overpayments We may make to You under this insurance; and
- sign a release that authorizes the Social Security Administration to provide information directly to Us concerning Your Social Security benefits eligibility.

If You do not satisfy the above requirements, We will reduce Your Disability benefits by such estimated Social Security benefits starting with the first Disability benefit payment coincident with the date You were eligible to receive Social Security benefits.

In either case, when You do receive approval or final denial of Your claim for Social Security benefits as described above, You must notify Us immediately. We will adjust the amount of Your Disability benefit. You must promptly repay Us for any overpayment.

### **SINGLE SUM PAYMENT**

If You receive Other Income in the form of a single sum payment, You must, within 10 days after receipt of such payment, give Written Proof satisfactory to Us of:

- the amount of the single sum payment;
- the amount to be attributed to income replacement; and
- the time period for which the payment applies.

When We receive such Proof, We will adjust the amount of Your Disability benefit.

If We do not receive the Written Proof described above, and We know the amount of the single sum payment, We may reduce Your Disability benefit by an amount equal to such benefit until the single sum has been exhausted. If We adjust the amount of Your Disability benefit due to a single sum payment, the amount of the adjustment will not result in a benefit amount less than the minimum amount, except in the case of an Overpayment.

If You receive Other Income in the form of a single sum payment and We do not receive the Written Proof described above, and We do not know the amount of the single sum payment, We will suspend Your Disability benefit. We will notify You in writing when We suspend such benefit.

## **DISABILITY INCOME INSURANCE: INCOME WHICH WILL NOT REDUCE YOUR DISABILITY BENEFIT**

We will not reduce Your Disability benefit to less than the Minimum Benefit shown in the SCHEDULE OF BENEFITS, or by:

1. cost of living adjustments that are paid under any of the above sources of Other Income;
2. reasonable attorney fees included in any award or settlement. If the attorney fees are incurred because of Your successful pursuit of Social Security disability benefits, such fees are limited to those approved by the Social Security Administration;
3. group credit insurance;
4. mortgage disability insurance benefits;
5. early retirement benefits that have not been voluntarily taken by You;
6. veteran's benefits or military pensions and/or disability benefits that You were receiving prior to becoming Disabled;
7. individual disability income insurance policies;
8. benefits received from an accelerated death benefit payment; or
9. amounts rolled over to a tax qualified plan unless subsequently received by You while You are receiving benefit payments; or
10. retirement benefits funded by Your Employer that You were receiving prior to becoming Disabled.

## **DISABILITY INCOME INSURANCE: DATE BENEFIT PAYMENTS END**

Your Disability benefit payments will end on the earliest of:

1. the end of the Maximum Benefit Period;
2. the date benefits end as specified in the section entitled LIMITED DISABILITY BENEFITS;
3. the date You are no longer Disabled;
4. the date You die except for benefits paid under sections entitled ADDITIONAL LONG TERM BENEFIT: MONTHLY PAYMENT IN THE EVENT OF YOUR DEATH, ADDITIONAL LONG TERM BENEFIT: SINGLE SUM PAYMENT IN THE EVENT OF YOUR DEATH and ADDITIONAL LONG TERM BENEFIT: BENEFIT(S) IN THE EVENT OF YOUR TERMINAL ILLNESS;
5. the date You cease or refuse to participate in a Rehabilitation Program that We require;
6. the date You fail to have a medical exam requested by Us as described in the Physical Exams subsection of the GENERAL PROVISIONS section;
7. the date You refuse to work on either a Part-Time or Full-Time basis, if it is determined by a Physician that You are able to work on such Part-Time or Full-Time basis;
8. the date You fail to provide required Proof of continuing Disability;
9. the date the Employer offers You another or modified job position, which a Physician agrees You are able to perform, at a pay rate that exceeds 80% of your Pre-Disability Earnings;
10. the age determined from the Maximum Duration of Benefits Table shown in the Schedule of Benefits;
11. the date You receive retirement benefits from any employer's retirement plan, unless:
  - a) You were receiving them prior to becoming Disabled; or
  - b) You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement;

While You are Disabled, the benefits described in this Certificate will not be affected if Your insurance ends or the Group Policy is amended to change the plan of benefits for Your class.

## **DISABILITY INCOME INSURANCE**

### **Additional Long Term Benefit: Single Sum Payment In The Event Of Your Death**

If You die while You are Disabled and You were entitled to receive Monthly Benefits under this Certificate, Proof of Your death must be sent to Us. When We receive such Proof, We will pay the benefit described in this section.

### **BENEFIT AMOUNT**

The benefit amount will be equal to three times the lesser of:

- the Monthly Benefit You receive for the calendar month immediately preceding Your death; or
- the Monthly Benefit You were entitled to receive for the month You die, if You die during the first month that Disability benefits are payable.

We will reduce the benefit amount by any overpayment We are entitled to recover.

### **BENEFIT PAYMENT**

Benefit payments will be made as described in the GENERAL PROVISIONS subsection entitled Benefit Payments for Disability Income Insurance.

## **DISABILITY INCOME INSURANCE: LIMITED DISABILITY BENEFITS**

### **For Disability Due to Alcohol, Drug or Substance Abuse or Addiction**

If You are Disabled due to alcohol, drug or substance abuse or addiction, We will limit Your Disability benefits to one period of Disability during Your lifetime. During Your Disability, We require You to participate in an alcohol, drug or substance abuse or addiction recovery program recommended by a Physician.

We will end Disability benefit payments at the earliest of:

- the date You receive twenty-four months of Disability benefit payments;
- the date You cease or refuse to participate in the recovery program referred to above; or
- the date You complete such recovery program.

### **For Disability Due to Mental or Nervous Disorders or Diseases, neuromusculoskeletal and soft tissue disorder, chronic fatigue syndrome and related conditions**

If You are Disabled due to one or more of the following, We will limit Your Disability benefits to a lifetime maximum equal to the lesser of:

- twenty-four months; or
- the Maximum Benefit Period.

Your Disability benefits will be limited as stated above for:

1. a Mental or Nervous Disorder or Disease except for:
  - a) schizophrenia;
  - b) dementia; or
  - c) organic brain disease;
2. Neuromusculoskeletal and soft tissue disorder including, but not limited to, any disease or disorder of the spine or extremities and their surrounding soft tissue; including sprains and strains of joints and adjacent muscles, unless the Disability has objective evidence of:
  - a) Seropositive Arthritis;
  - b) Spinal Tumors, malignancy, or Vascular Malformations;
  - c) Radiculopathies;
  - d) Myelopathies;
  - e) Traumatic Spinal Cord Necrosis; or
  - f) Musculopathies; or
  - g)
3. Chronic fatigue syndrome and related conditions

**Mental or Nervous Disorder or Disease** means a medical condition which meets the diagnostic criteria set forth in the most recent edition of the Diagnostic And Statistical Manual Of Mental Disorders as of the date of Your Disability. A condition may be classified as a Mental or Nervous Disorder or Disease regardless of its cause.

**Seropositive Arthritis** means an inflammatory disease of the joints supported by clinical findings of arthritis plus positive serological tests for connective tissue disease.

**Spinal** means components of the bony spine or spinal cord.

**DISABILITY INCOME INSURANCE: LIMITED DISABILITY BENEFITS (Continued)**

**For Disability Due to Mental or Nervous Disorders or Diseases, neuromusculoskeletal and soft tissue disorder, chronic fatigue syndrome and related conditions (continued)**

**Tumor(s)** means abnormal growths which may be malignant or benign.

**Vascular Malformations** means abnormal development of blood vessels.

**Radiculopathies** means disease of the peripheral nerve roots supported by objective clinical findings of nerve pathology.

**Myelopathies** means disease of the spinal cord supported by objective clinical findings of spinal cord pathology.

**Traumatic Spinal Cord Necrosis** means injury or disease of the spinal cord resulting from traumatic injury with resultant paralysis.

**Musculopathies** means disease of muscle fibers, supported by pathological findings on biopsy or electromyography (EMG).

**For Occupational Disabilities**

We will not pay benefits for any Disability:

- which happens in the course of any work performed by You for wage or profit; or
- for which You are eligible to receive benefits under workers' compensation or a similar law.

## **DISABILITY INCOME INSURANCE: EXCLUSIONS**

We will not pay for any Disability caused or contributed to by:

1. war, whether declared or undeclared, or act of war, insurrection, rebellion;
2. active participation in a riot;
3. intentionally self-inflicted injury;
4. not being under the regular care of a Physician;
5. commission of or attempt to commit a felony;
6. any nuclear reaction or release of nuclear energy. This includes the radioactive, toxic, explosive or other hazardous or contaminating properties of radioactive matter;
7. the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical or biological agent; or
8. maternity, except for complications.



## **FILING A CLAIM**

The Participating Employer should have a supply of claim forms. Obtain a claim form from the Participating Employer and fill it out carefully. Return the completed claim form with the required Proof to Participating Employer.

If You are unable to report for Active Work due to a Sickness or accidental injury, and You think that You may be Disabled, You should contact Us or Your benefits representative to initiate a claim. We recommend that You do so no later than 2 weeks after the first day You are unable to report for Active Work so that Your claim can be processed in a timely manner. When a claimant files an initial claim for Disability Income Insurance benefits described in this Certificate, both the notice of claim and the required Proof should be sent to Us within 90 days after the end of the Elimination Period.

When we receive the claim form and Proof We will review the claim and, if We approve it, We will pay benefits subject to the terms and provisions of this Certificate and the Group Policy.

**Notice of claim and Proof for Disability Income Insurance may also be given to Us by following the steps set forth below:**

### **Step 1**

A claimant may give Us notice by calling Us at the toll free number shown in the Certificate Face Page within twenty days of the date of a loss.

### **Step 2**

We will send a claim form to the claimant and explain how to complete it. The claimant should receive the claim form within fifteen days of giving Us notice of claim.

### **Step 3**

When the claimant receives the claim form the claimant should fill it out as instructed and return it with the required Proof described in the claim form. If the claimant does not receive a claim form within fifteen days after giving Us notice of claim, Proof may be sent using any form sufficient to provide Us with the required Proof.

### **Step 4**

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given within six months after the end of the Elimination Period or if it is not reasonably possible to give notice of claim or Proof within such period, they are given as soon as is reasonably possible thereafter.

## **Items to be Submitted for a Disability Income Insurance Claim**

When submitting Proof on an initial or continuing claim for Disability Income insurance, the following items may be required:

- documentation which must include, but is not limited to, the following information:
  - the date Your Disability started;
  - the cause of Your Disability;
  - the prognosis of Your Disability;
  - the continuity of Your Disability; and
  
- Your application for:
  - Other Income;
  - Federal Social Security disability benefits; and
  - Workers compensation benefits or benefits under a similar law.

## **FILING A CLAIM (Continued)**

### **Items to be Submitted for a Disability Income Insurance Claim (Continued)**

- Written authorization for Us to obtain and release medical, employment and financial information and any other items We may reasonably require to document Your Disability or to determine Your receipt of or eligibility for Other Income;
- any and all medical information, including but not limited to:
  - x-ray films; and
  - photocopies of medical records, including:
    - histories,
    - physical, mental or diagnostic examinations; and
    - treatment notes; and
  - the names and addresses of all:
    - physicians and medical practitioners who have provided You with diagnosis, treatment or consultation;
    - hospitals or other medical facilities which have provided You with diagnosis, treatment or consultation; and
    - pharmacies which have filled Your prescriptions within the past three years.

**Time Limit on Legal Actions.** A legal action on a claim may only be brought against Us during a certain period. This period begins sixty days after the date Proof is filed and ends three years after the date such Proof is required.

## **GENERAL PROVISIONS**

### **Assignment**

The rights and benefits under the Group Policy are not assignable prior to a claim for benefits, except as required by law. We are not responsible for the validity of an assignment.

### **Beneficiary**

You may designate a Beneficiary in Your application or enrollment form. You may change Your Beneficiary at any time. To do so, You must send a Signed and dated, Written request to Participating Employer using a form satisfactory to Us. Your Written request to change the Beneficiary must be sent to Participating Employer within thirty days of the date You Sign such request.

You do not need the Beneficiary's consent to make a change. When We receive the change, it will take effect as of the date You Signed it. The change will not apply to any payment made in good faith by Us before the change request was recorded.

If two or more Beneficiaries are designated and their shares are not specified, they will share the insurance equally.

If there is no Beneficiary designated or no surviving designated Beneficiary at Your death, We may determine the Beneficiary to be one or more of the following who survive You:

- Your Spouse;
- Your child(ren);
- Your parent(s);or
- Your sibling(s).

Instead of making payment to any of the above, we may pay Your estate. Any payment made in good faith will discharge our liability to the extent of such payment.

If a Beneficiary or payee is a minor or incompetent to receive payment, We will pay that person's guardian.

### **Disability Income Benefit Payments: Who We Will Pay**

We will make any benefit payments during Your lifetime to You or Your legal representative as Beneficiary. Any payment made in good faith will discharge Us from liability to the extent of such payment.

Upon Your death, We will pay any amount that is or becomes due to Your designated Beneficiary. If there is no Beneficiary designated or no surviving designated Beneficiary at Your death we may determine the Beneficiary for any amount that is or becomes due according to the following order:

- Your Spouse, if alive;
- Your child(ren) if there is no surviving Spouse;
- Your parent(s) if there is no surviving child(ren);
- Your sibling(s) if there is no surviving parent(s);
- Your estate, if there is no such surviving sibling(s).

If more than one person is eligible to receive payment, We will divide the benefit amount in equal shares. Payment to a minor or incompetent will be made to such person's guardian. The term "children" or "child" includes natural and adopted children.

Any periodic payments owed to Your estate may be paid in a single sum.

## **GENERAL PROVISIONS (Continued)**

### **Entire Contract.**

Your insurance is provided under a contract of group insurance with the Participating Employer. The entire contract with the Participating Employer is made up of the following:

- the Group Policy and its Exhibits, which include the certificate(s);
- the Participating Employer's application; and
- any amendments and/or endorsements to the Group Policy.

### **Incontestability: Statements Made by You**

Any statement made by You will be considered a representation and not a warranty. We will not use such statement to avoid insurance, reduce benefits or defend a claim unless the following requirements are met:

- the statement is in a Written application or enrollment form;
- You have Signed the application or enrollment form; and
- a copy of the application or enrollment form has been given to You or Your Beneficiary.

We will not use Your statements which relate to insurability to contest disability income insurance after it has been in force for two years during Your life, unless the statement is fraudulent. In addition, We will not use such statements to contest an increase or benefit addition to such insurance after the increase or benefit has been in force for two years during Your life, unless the statement is fraudulent.

### **Misstatement of Age**

If Your age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, We will adjust the benefits and/or premiums.

### **Conformity with Law**

If the terms and provisions of this Certificate do not conform to any applicable law, this Certificate shall be interpreted to so conform.

### **Physical Exams**

If a claim is submitted for insurance benefits, We have the right to ask the insured to be examined by a Physician(s) of Our choice as often as is reasonably necessary to process the claim. We will pay the cost of such exam.

### **Autopsy**

We have the right to make a reasonable request for an autopsy where permitted by law. Any such request will set forth the reasons We are requesting the autopsy.

## **GENERAL PROVISIONS (Continued)**

### **OVERPAYMENTS**

#### **Recovery of Overpayments**

We have the right to recover any amount that We determine to be an overpayment. An overpayment occurs if We determine that:

- the total amount paid by Us on Your claim is more than the total of the benefits due to You under this Certificate; or
- payment We made should have been made by another group plan.

If such overpayment occurs, You have an obligation to reimburse Us. Our rights and Your obligations in this regard are described in the reimbursement agreement that You are required to sign when You submit a claim for benefits under this Certificate. This agreement:

- confirms that You will reimburse Us for all overpayments; and
- authorizes Us to obtain any information relating to sources of Other Income.

#### **How We Recover Overpayments**

We may recover the overpayment from You by:

- stopping or reducing any future Disability benefits, including the Minimum Benefit, payable to You or any other payee under the Disability sections of this Certificate;
- demanding an immediate refund of the overpayment from You; and
- taking legal action.

If the overpayment results from Our having made a payment to You that should have been made under another group plan, We may recover such overpayment from one or more of the following:

- any other insurance company;
- any other organization; or
- any person to or for whom payment was made.

#### **Lien and Repayment**

If You become Disabled and You receive Disability benefits under this Certificate and You receive payment from a third party for loss of income with respect to the same loss of income for which You received benefits under this Certificate (for example, a judgment, settlement, payment from Federal Social Security or payment pursuant to Workers' Compensation laws), You shall reimburse Us from the proceeds of such payment up to an amount equal to the benefits paid to You under this Certificate for such Disability. Our right to receive reimbursement from any such proceeds shall be a claim or lien against such proceeds and Our right shall provide Us with a first priority claim or lien over any such proceeds up to the full amount of the benefits paid to You under this Certificate for such Disability. You agree to take all action necessary to enable Us to exercise Our rights under this provision, including, without limitation:

- notifying Us as soon as possible of any payment You receive or are entitled to receive from a third party for loss of income with respect to the same loss of income for which You received benefits under this Certificate;
- furnishing of documents and other information as requested by Us or any person working on Our behalf; and
- holding in escrow, or causing Your legal representative to hold in escrow, any proceeds paid to You or any party by a third party for loss of income with respect to the same loss of income for which You received benefits under this Certificate, up to an amount equal to the benefits paid to You under this Certificate for such Disability, to be paid immediately to Us upon Your receipt of said proceeds.

You shall cooperate and You shall cause Your legal representative to cooperate with Us in any recovery efforts and You shall not interfere with Our rights under this provision. Our rights under this provision apply whether or not

## **GENERAL PROVISIONS (Continued)**

You have been or will be fully compensated by a third party for any Disability for which You received or are entitled to receive benefits under this Certificate.

### **Reimbursement and Subrogation**

When Your injury appears to be someone else's fault, benefits otherwise payable under the Group Policy for covered expenses incurred as a result of that injury will not be paid unless You or a legal representative agree:

- to repay Us for such benefits to the extent they are for losses for which compensation is paid to You by or on behalf of the person at fault;
- to allow Us a lien on such compensation and to hold such compensation in trust for Us; and
- to execute and give to Us any instruments needed to secure the rights under (a) and (b).

Further, when We have paid benefits to or on behalf of You, We will be subrogated to all rights of recovery that You have against the person at fault. These subrogation rights will extend only to recovery of the amount We have paid. You must execute and deliver any instruments needed and do whatever else is necessary to secure those rights to Us.