



ASSURANT
Employee
Benefits

Group Benefits

Town Of Grand Chute

Short Term Disability

**CERTIFICATE OF
GROUP INSURANCE**

Union Security Insurance Company certifies that the insurance stated in this Certificate became effective on the Effective Date shown in your Schedule. This Certificate is subject to the provisions of the below numbered *policy* issued by Union Security Insurance Company to the *policyholder*.

Policyholder: Town Of Grand Chute

Group Policy Number: 4,016,809

Participation Number: 0

Effective Date: For any *period of disability* starting on or after February 1, 2009.

This Certificate replaces any and all Certificates and Certificate Endorsements, if any, issued to you under the *policy*.

A handwritten signature in black ink that reads "Michael J. Peninger". The signature is written in a cursive, slightly slanted style.

Executive Vice-President

The Insurance in this Certificate is
not in force unless this space is covered by a
Schedule sticker, Form SCHED

**IMPORTANT NOTICE
CONCERNING STATEMENTS IN THE
EMPLOYEE APPLICATION FOR YOUR INSURANCE**

Please read the copy of the employee application attached to this notice or to your certificate or which has been otherwise previously delivered to you by the insurer or group policyholder. Omissions or misstatements in the employee application could cause an otherwise valid claim to be denied. Carefully check the employee application and write to the insurer within 10 days if any information shown on the form is not correct and complete or if any requested medical history has not been included. The insurance coverage was issued on the basis that the answers to all questions and any other material information shown on the employee application are correct and complete.

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

Union Security Insurance Company
Customer Relations
P.O. Box 419596
Kansas City, Missouri 64141-9958

800.733.7879

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by writing to:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873

or you can call 800.236.8517 outside of Madison or 266.0103 in Madison, and request a complaint form.

SCHEDULE

Short Term Disability Insurance

Schedule Amount: \$250 per week, but not to exceed 70% of your *weekly pay*.

For each day of a period less than a full week, the Schedule Amount will be 1/7th of the amount determined above.

Monthly pay must be from the *policyholder* or an *associated company*, is determined on the day the *period of disability* starts, and means your basic monthly pay including:

1. Contributions you make through a salary reduction agreement with your Employer to
 - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), or 457 deferred compensation arrangement; or
 - b. An executive nonqualified deferred compensation arrangement
2. A monthly average of any commissions received during the prior twelve months will be included. If you have been eligible to receive commissions for less than twelve months, *monthly pay* will include a monthly average of commissions received during the time you were eligible to receive them.
3. Shift differential pay.
4. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Basic monthly pay will not include:

1. Bonuses
2. Overtime
3. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
4. Any other extra compensation.

If you are paid on an annual contract basis, your monthly rate of earnings is 1/12 of your annual contract salary.

If you are an hourly employee, *monthly pay* will be based on your hourly rate of pay multiplied by the number of hours you are regularly scheduled to work per month, but not on more than 173 hours. If you do not have regular work hours, your *monthly pay* is based on the average number of hours worked per month during the prior twelve months (or during the period of employment if less than twelve months, but not more than 173 hours).

Minimum Benefit: If you normally work at least 30 hours per week before your *period of disability* starts, the minimum weekly benefit will be \$25. For any part of a *period of disability* less than a full week, the Minimum Benefit is 1/7th of \$25 for each day of *disability* after the *qualifying period* ends.

Qualifying Period:

SCHEDULE (continued)

For *disability* due to accident – 0 days.

For *disability* due to sickness or pregnancy – 7 days.

Maximum Interruption During Qualifying Period:

For *disability* due to accident – 0 days.

For *disability* due to sickness or pregnancy – 1 day.

This Maximum applies to all returns to *active work* during any one *qualifying period*.

Date Benefits Start:

For *disability* due to accident – the 1st day of *disability*.

For *disability* due to sickness or pregnancy – the 8th consecutive day of *disability*.

Maximum Benefit Period: 26 weeks for any *period of disability*.

Any week of a *period of disability*, after satisfaction of the *qualifying period*, when no payment is due from us will be included in determining the **Maximum Benefit Period**.

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GENERAL DEFINITIONS

These terms have the meanings shown here when *italicized*. The pronouns "we", "us", "our", "you", and "your" are not *italicized*.

Active work means the expenditure of time and energy for the *policyholder* or an *associated company* at your usual place of business on a *full-time* basis.

Associated company means any company shown in the *policy* which is owned by or affiliated with the *policyholder*.

Contributory means you pay part of the premium.

Covered person means an eligible employee or member of the *policyholder*, or an *associated company* who has become insured for a coverage.

Doctor means a person acting within the scope of his or her license to practice medicine, prescribe drugs or perform surgery. Also, a person whom we are required to recognize as a *doctor* by the laws or regulations of the governing jurisdiction, or a person who is legally licensed to practice psychiatry, psychology or psychotherapy and whose primary work activities involve the care of patients, is a *doctor*. However, neither you nor a *family member* will be considered a *doctor*.

Eligible class means a class of persons eligible for insurance under the *policy*. This class is based on employment or membership in a group.

Family member means a person who is a parent, spouse, child, sibling, domestic partner, grandparent or grandchild of the *covered person*.

Full-time means working at least 30 hours per week, unless indicated otherwise in the *policy*.

Home office means our office in Kansas City, Missouri.

Injury means accidental bodily injury. It does not mean intentionally self-inflicted injury while sane or insane.

No-fault motor vehicle coverage means a motor vehicle plan that pays disability or medical benefits without considering who was at fault in any accident that occurs.

Noncontributory means the *policyholder* pays the premium.

Policy means the group policy issued by us to the *policyholder* that describes the benefits for which you may be eligible.

Policyholder means the entity to whom the *policy* is issued.

Proof of good health means evidence acceptable to us of the good health of a person.

We, us, and our mean Union Security Insurance Company.

You and your mean an eligible employee or member of the *policyholder* or an *associated company* who has become insured for a coverage.

DEFINITIONS FOR SHORT TERM DISABILITY INSURANCE

Accommodation expense means the costs your employer incurs to accommodate your *disability*, as required by the Americans with Disabilities Act or similar legislation. It also means costs you incur for tools, equipment, furniture, computer software, or other items necessary for you to return to work. The amount of the *accommodation expense* will be limited to \$3,000 for each *period of disability*.

Appropriate medical plan means either an appropriate plan to arrive at a more accurate or more supported diagnosis of your medical condition(s), or an appropriate plan of treatment of your medical condition(s), or both.

Disability or *disabled* means that in a particular week, you satisfy either the Occupation Test or the Earnings Test, as described below. You may satisfy both the Occupation Test and Earnings Test, but you need only satisfy one Test to be considered *disabled*.

Occupation Test

An *injury*, sickness, or pregnancy requires that you be under the *regular care and attendance* of a *doctor*, and prevents you from performing at least one of the *material duties* of your *regular occupation*.

Earnings Test

You may be considered *disabled* in any week in which you are actually working, if an *injury*, sickness, or pregnancy, whether past or present, prevents you from earning more than 80% of your *weekly pay* in that week in any *occupation* for which your education, training or experience qualifies you.

If your actual earnings during any week are more than 80% of your *weekly pay*, you will not be considered *disabled* under the Earnings Test during that week. Salary, wages, partnership or proprietorship draw, commissions, bonuses, or similar pay, and any other income you receive or are entitled to receive will be included. However, sick pay and salary continuance for periods not at work will not be included. Any lump sum payment will be pro-rated, based on the time over which it accrued or the period for which it was paid.

You may still be considered *disabled* according to the Occupation Test, without regard to your level of current earnings, if you meet the requirements of that Test.

If you meet the Earnings Test, *full-time* work in which you are performing all of the *material duties* of your *regular occupation* or some other *occupation* will not interrupt the *qualifying period* or the *period of disability*. If you meet the Occupation Test only, work on less than a *full-time* basis or work in which you are not doing all of the *material duties* of your *regular occupation*, will not interrupt the *qualifying period* or the *period of disability*.

Education expense means, in your *rehabilitation plan*, the reasonable costs you incur which are required for your education or training to return to work. These costs may include the cost of tuition, books, computers, and other equipment.

Family care expense means the amount you spend for care of a family member in order for you to work or be retrained under a *rehabilitation plan*. To qualify:

- your family member must be under age 13, or be physically or mentally incapable of caring for him or herself;

DEFINITIONS FOR SHORT TERM DISABILITY INSURANCE (continued)

- your family member must be dependent on you for support and maintenance; and
- the person who cares for your family member cannot be a relative.

Not more than \$80 per family member per week will be included. A pro-rated amount will apply to any period shorter than a week.

Gainful occupation means an *occupation* in which you could reasonably be expected to earn at least as much as your Schedule Amount within 12 months of your return to work.

Government plan means the United States Social Security Act, the Railroad Retirement Act, the Canadian Pension Plan, similar plans provided under the laws of other nations, and any plan provided under the laws of a state, province, or other political subdivision. It also includes any public employee retirement plan or any teachers' employment retirement plan, or any plan provided as an alternative to any of the above acts or plans. It does not include any Workers' Compensation Act or similar law, or the Maritime Doctrine of Maintenance, Wages, or Cure.

Material duties means the sets of tasks or skills required generally by employers from those engaged in an *occupation*. One *material duty* of your *regular occupation* is the ability to work for an employer on a *full-time* basis as defined in the *policy*.

Medical expense means the reasonable costs you incur for medical treatment, physical therapy, and adaptive equipment necessary for your vocational rehabilitation, in excess of amounts paid or payable by third parties and any amounts under a policy of major medical coverage.

Moving expense means the costs you incur to move more than 35 miles so that you can attend school or accept gainful work.

Nationally recognized authorities means the American Medical Association (AMA), the AMA Board of Medical Specialties, the American College of Physicians and Surgeons, the Food and Drug Administration, the Centers for Disease Control, the Office of Technology Assessment, the National Institutes of Health, the Health Care Finance Administration, the Agency for Health Care Policy and Research, the Department of Health and Human Services, the National Cancer Institute, the American Psychiatric Association, and any additional organizations we choose which attain similar status.

Occupation means a group of jobs or related jobs:

- in which a common set of tasks is performed; or
- which are related in terms of similar objectives and methodologies, and which may be related in terms of materials, products, worker actions, or worker characteristics.

Other plan means any group disability plan sponsored by your employer, the *policyholder*, or an *associated company*, except the one provided under the *policy*.

Period of disability means the time that begins on the day you become *disabled* and ends on the day before you return to *active work*. If you satisfy the *qualifying period* and then:

- return to *active work*;
- become *disabled* again; and
- remain insured under the *policy*;

the same *period of disability* may continue. Your return to *active work* must be for less than:

DEFINITIONS FOR SHORT TERM DISABILITY INSURANCE (continued)

- 4 weeks, if the later *disability* results from the same cause, or a related one; or
- 1 day, if the later *disability* results from a different cause.

If your return to *active work* meets either of the above conditions, you do not have to satisfy the *qualifying period* again. The Maximum Benefit Period will continue on the day you become *disabled* again.

If you return to *active work* for more than the time shown above, and then become *disabled* again, you will start a new *period of disability*. You must satisfy the *qualifying period* again and the Maximum Benefit Period will start over.

Qualifying period means the length of time during a *period of disability* that you must be *disabled* before benefits are payable under the Date Benefits Start provision. If you satisfy the Earnings Test during the entire *qualifying period*, the Maximum Interruption During Qualifying Period in the Schedule will not apply. If application of the Occupation Test and the Maximum Interruption During Qualifying Period would result in an earlier entitlement to benefits, we will apply those provisions instead of the Earnings Test. In satisfying the Occupation Test, if you:

- return to *active work* during the *qualifying period* for no more than the maximum shown in the Schedule;
- remain insured under the *policy*; and
- become *disabled* again for the same cause or one related to it;

you will not have to satisfy again the part of the *qualifying period* that you have already fulfilled.

In any case, you cannot satisfy any part of the *qualifying period* by any *period of disability* that results from a cause for which we do not pay benefits.

Any days of *active work* (including weekends in between) will not count in satisfying the *qualifying period*.

Quality of care services means services which are designed to assist you in reaching and maintaining the functional capacity to work in a *gainful occupation* with reasonable continuity.

Regular care and attendance means care at a frequency medically appropriate for your condition. If your condition does not require frequent visits to your *doctor*, neither will we.

Regular occupation means the *occupation* in which you were working immediately prior to becoming *disabled*.

Rehabilitation plan means a written statement, developed by us, which describes:

- the vocational rehabilitation goals for you;
- our responsibilities, your responsibilities, and the responsibilities of any other parties to the plan; and
- the timing of the implementation and expected completion of the plan, to the extent that it can be established, assuming your full cooperation.

The *rehabilitation plan* will be designed to enable you to return to work in a *gainful occupation*.

DEFINITIONS FOR SHORT TERM DISABILITY INSURANCE (continued)

Retirement plan means a formal or informal retirement plan, whether or not under an insurance or annuity contract. It does not include:

- a plan you pay for entirely;
- a qualified profit-sharing plan;
- a thrift plan;
- an individual retirement account (IRA);
- a tax sheltered annuity (TSA);
- a stock ownership plan;
- a *government plan*; or
- a plan that qualifies under Internal Revenue Service Code 401(k).

SSA representatives are persons or organizations which specialize in assisting people to obtain disability benefits under the United States Social Security Act. If you appoint an *SSA representative*, and they agree you are a good candidate, they will help you pursue your Social Security claim.

Short term disability insurance means the group short term disability insurance under the *policy* issued by us to the *policyholder*.

ELIGIBILITY AND TERMINATION PROVISIONS

Exception to Effective Date

If you are not at *active work* on the day you would otherwise become insured, your insurance will not take effect until you return to *active work*. If the day your insurance would normally take effect is not a regular work day for you, your insurance will take effect on that day if you are able to do your regular job.

When Your Insurance Ends

Your insurance will end on the date:

- the *policy* ends;
- the *policy* is changed to end the insurance for your *eligible class*;
- you are no longer in an *eligible class*;
- you stop *active work*; or
- a required contribution was not paid.

CONTINUITY OF COVERAGE

Definitions

Prior plan means the *policyholder's* plan of group short term disability insurance, if any, under which you were insured on the day before the Effective Date of the *policy*.

Prior plan benefits mean the benefits, if any, that would have been paid to you under the *prior plan* had it remained in effect, and had you continued to be insured under the *prior plan*.

Continuity of Coverage

We will provide continuity of coverage if you were covered under the *prior plan*.

If you are not at *active work* on the Effective Date of the *policy* due to a disability, you are not eligible to become insured under the *policy*. However, we will cover you for the *prior plan benefits* until the earlier of:

- the date you return to *active work*; or
- the end of any period of continuance or extension of the *prior plan*.

If you are not at *active work* on the Effective Date of the *policy* due to a reason other than a disability, and would otherwise be eligible to become insured under the *policy*, we will cover you for the *prior plan benefits* until the earlier of:

- the date you return to *active work*;
- the end of any period of continuance of the *prior plan*; or
- the date coverage ends, according to the provision of the *policy*.

Any benefits payable under the conditions described above will be paid by us:

- as if the *prior plan* had remained in effect; and
- will be reduced by any benefits paid or payable by the *prior plan*.

If you are at *active work* on the Effective Date of the *policy*, you will be insured under the *policy*.

Prior Plan Credit for Short Term Disability Insurance

The definition of *period of disability* describes the conditions that must be met for two or more disabilities to be considered as having occurred during one *period of disability*. This allows you to avoid having to satisfy a separate *qualifying period* for each disability. If you received benefits under the *prior plan*, and become *disabled* again while insured under the *policy*, we will apply this definition just as though the *policy* had been in effect since the date you first became *disabled*.

If we accept a copy of the enrollment card you submitted under the *prior plan*, time insured under the *prior plan* will be credited toward the time-insured requirement shown in the Incontestability section of the Claim Provisions.

SHORT TERM DISABILITY INSURANCE

Insurance Provided

If you become *disabled* while insured under the *policy*, we will pay short term disability benefits if you satisfy the *qualifying period*. We will continue to pay benefits during your *disability*, but not beyond the Maximum Benefit Period. Any benefits are subject to the provisions of the *policy*.

Offset Amount

If you are eligible for any of the following benefits, the total of all weekly benefits plus the pro-rated amount of any lump sum payments will be subtracted from the Schedule Amount:

- group disability benefits from any *other plan*.
- disability benefits from a *government plan*, except Social Security.
- retirement benefits, disability benefits, or similar benefits (not including your contributions) from a *retirement plan* sponsored by your employer, the *policyholder*, or an *associated company*.

Retirement benefits from a *retirement plan* or a *government plan* will be included only if you choose to receive them.

- retirement benefits from a *government plan*.

Other Sources

- If you are eligible to receive any salary, wages, partnership or proprietorship draw, commissions, or similar pay from any work you do, or any payments from a formal or informal salary continuance or sick leave plan sponsored by your employer, the *policyholder*, or an *associated company*, we will not consider such income or payments as long as the sum of:

- the income described above,
- the Schedule Amount, and
- benefits from any source described in Other Sources,

is not more than 100% of your *weekly pay*. If the sum is more than 100% of your *weekly pay*, we will subtract the amount over 100% from the Schedule Amount when determining your benefit under the *policy*.

- any group disability insurance contract, except one sponsored by your employer, the *policyholder*, or an *associated company*.
- any *no-fault motor vehicle coverage*, unless:
 - state law or regulation does not allow group disability benefits to be reduced by benefits from *no-fault motor vehicle coverage*; or
 - the *no-fault motor vehicle coverage* determines its benefits after benefits have been paid under the *policy*, or

SHORT TERM DISABILITY INSURANCE (continued)

- the benefits are provided under optional coverage.

Estimate of Benefits

If you:

- are eligible for benefits from any of the above sources; or
- would be paid such benefits if you had applied for them or had applied for them on time;

we will figure your weekly benefit as though you are receiving these other benefits, even if you are not.

We will:

- estimate the amount of your retirement benefit; and
- offset that amount as described above;

only if we have reason to believe you are actually receiving these benefits but we have not received proof of the amount, the effective date, or the portion to be offset.

We will:

- estimate the amount of your Social Security benefit; and
- offset that amount as described above;

until we receive notice of a denial of such benefits at the first level of appeal after an initial denial.

Social Security Assistance

Your claim for Social Security disability benefits may be denied up to the reconsideration level. If it is, we will have it reviewed by an *SSA representative*, at your request.

If we consider you a good candidate, we will start this process. We will give you a list of *SSA representatives*. If you choose from this list, we will pay their fee.

Whether you use our help or not, we will reimburse you for the fee charged you by your *SSA representative*. You must become entitled to Social Security disability benefits while eligible for benefits under our *policy*. Our reimbursement is limited to the fee approved by the Social Security Administration. We may reduce any overpayment calculated in our claim.

Adjustment of Benefits

If we find that the amount of benefits from any source should be different from the amount we used to figure your weekly benefit, we will adjust it.

If we paid you less than we should have, we will pay you the difference.

If we paid you more than we should have, you must pay us the difference. We may reduce your benefit or stop paying benefits until the overpayment is recovered. If we reduce your benefit, or stop paying benefits, the Minimum Benefit will not be payable.

SHORT TERM DISABILITY INSURANCE (continued)

Lump Sum Benefit

If you receive benefits from any source in a lump sum, we will pro-rate it over the time in which it accrued, based on information from the source of the payment. If we do not receive all the information we need, we will pro-rate the payment according to its nature and purpose.

Benefit Freeze

We will not reduce your weekly benefit further if the amount of benefits from any source, other than the *policy*, changes because of a cost of living increase that occurs automatically or by law after you satisfy the *qualifying period*.

Managed Rehabilitation Benefit

Rehabilitation Plan for You

You may be eligible to receive vocational rehabilitation services. In order to be eligible for such services you must have the functional capability to successfully complete a *rehabilitation plan*.

Vocational rehabilitation services will include the preparation of a *rehabilitation plan* for you, with input from you and your *doctor*. We, you, your *doctor*, or your employer can begin the process of developing a *rehabilitation plan*. Vocational rehabilitation services may include, at our sole discretion, payment of your *medical expense, education expense, moving expense, accommodation expense, or family care expense*.

While you are participating, with your full cooperation, in your *rehabilitation plan*, we will increase your Schedule Amount by 10% of your *weekly pay* or \$230, whichever is less. During this period, your Schedule Amount may exceed the maximum Schedule Amount in the Schedule.

If you return to work as part of a *rehabilitation plan* while you are *disabled*, we will pay your employer:

- 100% of your salary, wages, partnership or proprietorship draw, commissions, or similar pay; or
- the Schedule Amount, if less;

for the 4 weeks after you return to work, or your remaining *period of disability*, if less.

If your *disability* ends while you are participating, with your full cooperation, in your *rehabilitation plan*, and you are not able to find gainful work, we will:

- pay you the amount of benefit, other than rehabilitation benefits, that would have been payable to you if you had remained *disabled* until:
 - 13 weeks after your *disability* ends; or
 - the date you are able to find gainful work, if earlier; and

SHORT TERM DISABILITY INSURANCE (continued)

- provide or pay for reasonable job placement services for a period of up to 13 weeks after your *disability* ends.

Failure to participate with your full cooperation in the *rehabilitation plan*, without good cause, will result in the reduction or the end of your *short term disability insurance* benefits. If benefits end, your *short term disability insurance* coverage under the *policy* will end. Reduction of benefits will be based on your projected income if you had met the goals of the *rehabilitation plan*. Benefits will be figured as though you were:

- actually working in the *occupation* contemplated in the *rehabilitation plan*; and
- earning the projected income amount.

If such work at the projected income amount would have resulted in the end of your *short term disability insurance* benefits, your benefits will end as of the expected completion of the *rehabilitation plan*. "Good cause" means a medical reason preventing implementation of the *rehabilitation plan*.

We will make the final determination of any vocational rehabilitation services provided, of your eligibility for participation, and of any continued benefit payments.

Quality of Care Benefit

You may be eligible for *quality of care services*, while you are *disabled*. *Quality of care services* will be provided at our sole discretion. In providing *quality of care services*, we will help develop an *appropriate medical plan* for you. As part of the *appropriate medical plan*, we may:

- arrange any necessary second medical opinions or specialty consultations;
- recommend referral to therapeutic programs including, but not limited to, physical therapy, occupational therapy, speech therapy, exercise programs, mental health programs, pain clinic programs, and other medical rehabilitation programs;
- identify durable medical equipment which might improve your ability to function;
- provide published medical materials for you or your *doctor*, and refer you to support groups for people with similar impairments;
- negotiate discounts for your benefit with providers of medical services, equipment, or prescription drugs;
- help you identify third parties who may pay for needed therapeutic programs, equipment, or services; or
- pay for reasonable costs you incur to participate in the plan, in excess of amounts paid or payable by third parties (including any amounts receivable under a policy of medical coverage). We may pay for such costs if you would not otherwise be able to undertake the necessary therapeutic program or receive the services. We will consider, among other things, the likelihood that such programs or services will result in an overall lowering of benefits payable to you under the *policy*.

If we find that an *appropriate medical plan* for your condition has not yet been developed for you, we will develop and endorse such a plan, with input from you and your *doctor*. If we find that your *doctor* has devised an *appropriate medical plan* for you, but you have not followed that plan consistently, we will endorse that plan. In making our decision to endorse a plan, we will rely on the currently published

SHORT TERM DISABILITY INSURANCE (continued)

guidelines with respect to your medical condition from *nationally recognized authorities*. If more than one *appropriate medical plan* exists, you and your *doctor* may choose the one most appropriate for you.

Short term disability insurance benefits and your coverage under the *policy* will both end, without regard for any other provisions of the *policy*, if:

- there is unreasonable failure on your part to undergo a scheduled examination for a second medical opinion or specialty consultation; or
- once we have endorsed an *appropriate medical plan* for you, you fail to comply with this plan without good cause. "Good cause" means a medical reason preventing implementation of the plan.

We will make the final determination of any *quality of care services* provided, of your eligibility for participation, and of any continued benefit payments.

Exclusions

We will not pay benefits for any time you are confined to any facility because you were convicted of a crime or public offense.

We will not pay benefits for any part of a *period of disability* during which you are receiving benefits under any Workers' Compensation Act (or a similar law) or the Maritime Doctrine of Maintenance, Wages or Cure.

We will not pay benefits for any *disability* caused by:

- war or any act of war, whether declared or not;
- intentionally self-inflicted injury, while sane or insane;
- taking part in or the result of taking part in committing an assault or felony;
- an *injury* or sickness that arises out of or occurs in the course of any *occupation* or employment for pay or profit;
- an *injury* or sickness that entitles you to benefits or to any amount received in a settlement or compromise of your rights, under any Workers' Compensation Act (or similar law).

We will not pay benefits if:

- your employer, the *policyholder*, or an *associated company* has offered you the opportunity to return to limited work while you are *disabled*;
- you are functionally capable of performing the limited work which is offered; and
- you do not return to work when and as scheduled.

Benefits will end as of the date you were first scheduled to return to work. Subject to the terms of the *policy*, benefits will recommence on the earlier of the date you return to such work, if you remain *disabled*, or the date your *disability* worsens so that you are no longer capable of such work.

SHORT TERM DISABILITY INSURANCE (continued)

Extended Benefit

If you are *disabled* on the day your *short term disability insurance* ends, and if you remain *disabled* long enough to qualify, we will pay benefits according to the *policy*.

CLAIM PROVISIONS

Payment of Benefits

We will pay benefits at the end of each month (or shorter period) for which we are liable, after we receive the required proof. If any amount is unpaid when *disability* ends, we will pay it when we receive the required proof.

To Whom Payable

We will pay all benefits to you. However, if medical evidence indicates that a legal guardian should be appointed, we will hold further benefits due until such time as a guardian of your estate is appointed and we will pay benefits to such guardian at that time. If any amount remains unpaid when you die, we will pay your estate.

Authority

The *policyholder* delegates to us and agrees that we have the sole discretionary authority to determine eligibility for participation or benefits and to interpret the terms of the *policy*. All determinations and interpretations made by us are conclusive and binding on all parties.

Filing a Claim

1. You must send us notice of the claim. We must have written notice of any insured loss within 30 days after it occurs, or as soon as reasonably possible. You can send the notice to our *home office*, to one of our regional group claims offices, or to one of our agents. We need enough information to identify you as a *covered person*.
2. Within 15 days after the date of your notice, we will send you certain claim forms. The forms must be completed and sent to our *home office* or to one of our regional group claims offices. If you do not receive the claim forms within 15 days, we will accept a written description of the exact nature and extent of the loss.
3. The time limit for filing a claim is 90 days after the end of the first month (or shorter period) for which we are liable.
4. To decide our liability, we may require:
 - proof of benefits from other sources, and
 - proof that you have applied for all benefits from other sources, and that you have furnished any proof required to get them.

You must furnish whatever items we decide are necessary as proof of loss or to decide our liability. You must authorize the sources of medical and dental services to release your medical information. If you do not furnish any required information or authorize its release, we will not pay benefits.

If it is not reasonably possible to give proof on time, we will not deny or reduce your claim if you give us proof as soon as reasonably possible.

Right to Examine or Interview

We may ask you to be examined as often as we require at any time we choose. We may require you to be interviewed by our authorized representative. We will pay third party charges for any independent medical exam or interview which we require. If you fail to attend or fully participate, we will not pay benefits.

CLAIM PROVISIONS (continued)

Limit on Legal Action

No action at law or in equity may be brought against the *policy* until at least 60 days after you file proof of loss. No action can be brought after the applicable statute of limitations has expired, but, in any case, not after 3 years from the date of loss.

Review Procedure

You must request, in writing, a review of a denial of your claim within 180 days after you receive notice of denial.

You have the right to review, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits, and you may submit written comments, documents, records and other information relating to your claim for benefits.

We will review your claim after receiving your request and send you a notice of our decision within 45 days after we receive your request, or within 90 days if special circumstances require an extension. We will state the reasons for our decision and refer you to the relevant provisions of the *policy*. We will also advise you of your further appeal rights, if any.

Incontestability

The validity of the *policy* cannot be contested after it has been in force for 2 years, except if premiums are not paid.

Any statement made by the *policyholder* or a *covered person* will be considered a representation. It is not considered a warranty or guarantee. A statement will not be used in a dispute unless it is written and signed, and a copy is given to the *covered person* or the *beneficiary*.

No statement, except fraudulent misstatement, made by a *covered person* about insurability will be used to deny a claim for a loss incurred or *disability* starting after coverage has been in effect for 2 years.

No claim for loss starting 2 or more years after the *covered person's* effective date may be reduced or denied because a disease or physical condition existed before the person's effective date, unless the condition was specifically excluded by a provision in effect on the date of loss.

GENERAL PROVISIONS

Entire Contract

The *policy* and the *policyholder's* application attached to it are the entire contract. Any statement made by you or the *policyholder* is considered a representation. It is not considered a warranty or guarantee. A statement will not be used in a dispute unless it is written and signed, and a copy is given to you.

Errors

An error in keeping records will not cancel insurance that should continue nor continue insurance that should end. We will adjust the premium, if necessary, but not beyond 3 years before the date the error was found. If the premium was overpaid, we will refund the difference. If the premium was underpaid, the difference must be paid to us.

Misstatements

If any information about you or the *policyholder's* plan is misstated or altered after the application is submitted, including information with respect to participation or who pays the premium and under what circumstances, the facts will determine whether insurance is in effect and in what amount. We will retroactively adjust the premium.

Certificates

We will send certificates to the *policyholder* to give to each *covered person*. The certificate will state the insurance to which the person is entitled. It does not change the provisions of the *policy*.

Workers' Compensation

The *policy* is not in place of, and does not affect any state's requirements for coverage by Workers' Compensation insurance.

Agency

Neither the *policyholder*, any employer, any *associated company*, nor any administrator appointed by the foregoing is our agent. We are not liable for any of their acts or omissions.

Fraud

It is unlawful to knowingly provide false, incomplete or misleading facts or information with the intent of defrauding us. An application for insurance or statement of claim containing any materially false or misleading information may lead to reduction, denial or termination of benefits or coverage under the *policy* and recovery of any amounts we have paid.





ASSURANT

Employee
Benefits

2323 Grand Boulevard
Kansas City, MO 64108

Policy 4,016,809
Participant 0
Booklet 3
2/27/2009