DelAmLife

DELAWARE AMERICAN LIFE INSURANCE COMPANY
ONE ALICO PLAZA
WILMINGTON, DELAWARE 19801
(302) 661-8674
(Herein called the Insurance Company)

CERTIFICATE OF INSURANCE
for certain Employees of:

Client Name
(a Participating Employer effective)

who are insured under Group Policy Number XXXX
issued to

Delaware American Expatriate Group Insurance Trust
(the Policyholder)

Delaware American Life Insurance Company hereby certifies that certain benefits provided by the Group Policy are available to Employees of the Participating Employer who are in an Eligible Class. Under no circumstances may any insurance become effective prior to the Effective Date as determined in the section of this document entitled Effective Date of Insurance.

INTRODUCTION

ABOUT THIS CERTIFICATE. This Certificate describes group Long Term Disability ("LTD") insurance the Insurance Company provides to Insured Persons under the Group Policy (herein called "the Policy") issued to the Participating Employer.

This document describes the coverage available under the Policy. It becomes an Employee's Certificate of Insurance only after he or she has met the eligibility requirements set forth in the section of this document entitled Eligibility for Insurance.

The coverage is funded through a Group Policy issued to the Participating Employer by Delaware American Life Insurance Company.

The terms of the Policy that affect your insurance are contained in the following pages.

This Certificate of Insurance and the following pages will become your Certificate. This Certificate is a part of the Policy.

This Certificate replaces any other that the Insurance Company may have issued to the Participating Employer to give to you under the Policy specified herein.

The President and Secretary of Delaware American Life Insurance Company witness this Certificate:

President

Secretary

PLEASE READ THIS CERTIFICATE CAREFULLY.

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SCHEDULE OF BENEFITS

Eligible Employees: ..... All active, full-time Employees of the Employer who normally work at least 30 hours per week, and who are U.S. based employees on temporary assignment outside the U.S.

Waiting Period
LTD**:** ..... None

Annual Enrollment Period: Each April 1st succeeding the Policy Effective Date

LTD BENEFITS

Amount of Insurance ..... 60% of Basic Monthly Earnings

Minimum Monthly Benefit ..... None

Maximum Monthly Benefit..... $ 10,000

Elimination Period..... 90 Days

Pre-Existing Conditions Limitation 6/12/24

Benefit Duration ..... See Benefit Duration Table

MAXIMUM DURATION OF BENEFITS TABLE

Age at Disability	Max Benefit Period
Prior to Age 60	To Age 65
Age 60	60 months
Age 61	48 months
Age 62	42 months
Age 63	36 months
Age 64	30 months
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69	12 months
Age 70 and over	None

If you are receiving or are eligible to receive benefits for a Disability under a prior disability plan that:

(1) was sponsored by the Employer
(2) was terminated before the Effective Date,

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

The above table shows the maximum duration for which benefits may be paid. All other limitations of the Policy will apply.

DEFINITIONS

"Accidental Injury" means bodily Injury caused by an accident occurring while the Policy is in force with respect to the person whose Injury is the basis of a claim and resulting directly and independently of all other causes in a covered loss under the Policy. This includes related conditions and recurrent symptoms of such Injury.

"Active Service" means an Employee will be considered in Active Service if he or she is performing in the customary manner all of the regular duties of his or her employment on a regularly scheduled work day at his or her usual place of employment or at some location to which the Participating Employer's business requires him or her to travel. An Employee will be considered in Active Service on a regularly scheduled non-work day if he or she was in Active Service on the immediately preceding scheduled work day.

"Another Occupation" means the Insured is partially unable to perform any occupation; he or she is not engaged in any occupation for remuneration or profit including alternative occupations as set out under the Rehabilitative Employment; and is under the regular car of a Physician but not necessarily confined in a Hospital.

"Basic Monthly Earnings" means the Insured's monthly rate of earnings from the Employer in effect just prior to the date Disability begins. It does not include overtime pay and other extra compensation. It also does not include commissions and bonuses.

"Certificate" means a written statement prepared by the Insurance Company including all riders and supplements, if any, setting forth a summary of:

1. the insurance benefits to which an Employee is entitled;

2. to whom the benefits are payable; and

3. limitations or requirements that may apply.

"Classification" or **"Earnings"** mean an Employee's Classification or Earnings as reported to the Insurance Company by the Participating Employer. The Participating Employer determination of the Classification or Earnings of an Employee will be considered conclusive.

"Creditable Coverage" means an Insured had prior coverage under: A group disability benefit plan or a disability benefit plan.

"Disability" and **"Disabled"** mean that because of Injury or Sickness:

1. the Insured cannot perform each of the material duties of his or her Regular Occupation; and

2. after benefits have been paid for 24 months, the Insured cannot perform each of the material duties of Another Occupation; or

3. the Insured, while unable to perform all of the material duties of his or her Regular Oppcupation on a full-time basis is:
    - **a.** performing at least one of the material duties of his or her Regular Occuation or Another Occupation on a part-time or full-time basis; and
    - **b.** earining currently at least 20% less per month than his Indexed Pre-Disability Earnings due to that same Injury or Sickness.

Your failure to pass a physical examination required to maintain a license to perform the duties of your occupation does not alone mean that you are Totally Disabled. The loss of a license for any reason does not, in itself, constitute Disability.

If any alternative occupation is taken, then the benefit payment will cease.

"Disability Benefits", when used with the term Retirement Plan, means money which is payable under a Retirement Plan due to Disability as defined in that plan. However, if a Disability Benefit payment reduces the amount of money which would have been paid as a Retirement Benefit under the plan if the Disability had not occurred, then the Disability Benefit payment will be deemed a Retirement Benefit as defined in this policy.

"Eligible Survivor" means the Insured's Spouse, if living, otherwise the Insured's children under age 25.

"Elimination Period" means a period of consecutive days of Disability for which no benefit is payable. The Elimination Period is shown in the Schedule of Benefits and begins on the first day of Disability.

For accumulating the Elimination Period, the following will apply:

1. The Disability will be treated as continuous if Disability stops during the Elimination Period for a total number of accumulated days which is not more than 7 days or less.

2. Such days that the Insured is not Disabled will not count toward the Elimination Period.

"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 such affiliated corporations, proprietorships or partnerships is under common control. Employee shall exclude, in any case, part-time Employees, temporary Employees and Employees who work for the Participating Employer less than the number of hours per week indicated in the Schedule of Benefits.

"Employer" means the Participating Employer.

"Evidence of Insurability" means a statement or medical evidence of health that determines if a person qualifies for coverage under the Policy.

"Expatriate" means an Employee who is working outside his or her country of permanent residence.

"Grace Period" is the 31 days following a premium due date during which premium payment may be made.

"Gross Monthly Benefit" means the Insured's benefit amount before any reduction for other income benefits and earnings.

"Hospital" or "Institution" mean facilities licensed to provide care and treatment for the condition causing the Insured's Disability.

"Immediate Family" includes an Insured Person's Spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), grandparent, brother or sister (includes stepbrother or stepsister), child (includes legally adopted or stepchild), aunt, uncle, niece, nephew, or grandchild.

"Indexed Pre-Disability Earnings" means the Insured's Basic Monthly Earnings in effect just prior to the date his or her Disability began adjusted on the first anniversary of benefit payments and each following anniversary. Each adjustment will be based on the littlest of 10% or the current annual percentage increase in the Consumer Price Index. The Consumer Price Index means a CPI or similar publication where available. The Insurance Company reserves the right to use some other similar measurement if the CPI ceases to be published.

"Injury" means bodily injury resulting directly from an accident and independently of all other causes. The Injury must occur and Disability must begin while the Employee is insured under this Policy.

"Insurance Company" means Delaware American Life Insurance Company. Any references to the terms "we", "us", and "our" will be deemed references to the Insurance Company.

"Insured" means an Employee insured under this Policy.

"Insured Employee" means an Employee for whom premium is paid while covered under the Policy.

"Insured Person" means an Insured Employee.

"Medicare" means the program of medical care benefits provided under Title XVIII of the U.S. Social Security Act of 1965 as amended.

"Mental Illness" means Disability due to or resulting from psychiatric or psychological conditions, regardless of cause, such as: schizophrenia, depression, manic depressive or bipolar illness, anxiety, personality disorders, and/or adjustment disorders or other conditions, usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs or other similar modalities used in the treatment of the above conditions.

"Monthly Benefit" means the amount payable by the Insurance Company to the Disabled Insured.

"Participating Employer" means an Employer who is part of a trust established to insure Employees of the Employer or any parent, subsidiary or its affiliated companies under a common control.

"Physician" means an individual who is operating within the scope of his or her license and is licensed to prescribe and administer drugs or to perform surgery. **Note:** For the purpose of the Policy, a duly licensed dentist, chiropractor, podiatrist or other practitioner acting within the scope of their licenses will be considered on the same basis as a Physician.

It will not include an Employee or his or her Spouse, daughter, son, father, mother, sister or brother.

"Policyholder" may be an Employer, including any parent, subsidy or affiliated company or the trust which the Employer created or participates in.

"Pre-Existing Condition" means a Sickness or Injury for which the Insured received medical treatment, consultation, care or services including diagnostic measures, or had taken prescribed drugs or medicines in the six months prior to the Insured's effective date.

"Pregnancy" includes miscarriage, abortion, childbirth or any complications thereof.

"Recurrent Disability" means a Disability which is related to or due to the same cause(s) of a prior Disability for which a monthly benefit was payable.

"Regular Occupation" means the Insured is partially unable to perform each and every duty of his or her own occupation; is not engaged in any occupation for remuneration or profit except for alternative occupations as set out under the Rehabilitative Employment; and he or she is under the regular care of a Physician but not necessarily confined in a Hospital.

"Rehabilitative Employment" means employment that is part of a program of Vocational Rehabilitation. Any program of Rehabilitative Employment must be approved, in writing, by the Insurance Company.

"Retirement Benefit", when used with the term Retirement Plan, means money which:

1. is payable under a Retirement Plan either in a lump sum or in the form of periodic payments;

2. does not represent contributions made by an Employee; and

   Note: Payments which represent Employee contributions are deemed to be received over the Employee's expected remaining life regardless of when such payments are actually received.

3. is payable upon:

   a. early or normal retirement; or

   b. Disability if the payment does reduce the amount of money which would have been paid at the normal retirement age under the plan if the Disability had not occurred.

"Retirement Plan" means a plan which provides Retirement Benefits to Employees and which is not funded wholly by Employee contributions. The term shall not include a profit-sharing plan, a thrift plan, an individual retirement account (IRA), and a tax sheltered annuity (TSA), a stock ownership plan, or a non-qualified plan of deferred compensation.

Employer's Retirement Plan is deemed to include any Retirement Plan:

1. which is part of any federal, state, county, municipal or association retirement system; and

2. for which the Employee is eligible as a result of employment with the Employer or for which the Employee is eligible for from a union Retirement Plan.

"Sickness" means any physical Sickness, Mental Illness, Substance Abuse or functional nervous disorder diagnosed by a Physician. A recurrent Sickness will be considered one Sickness. Concurrent Sicknesses will be considered one Sickness unless the concurrent Sicknesses are totally unrelated. The term **"**Sickness" also includes Pregnancy , except for the LTD benefits**.**

"Spouse" means the Insured Employee's lawful Spouse (not including a Spouse who is legally separated from the Insured).

"Substance Abuse" means the overindulgence in and dependence on a stimulant, depressant or other chemical substance, leading to effects that are detrimental to the individual's physical or mental health, or the welfare of others.

"Total Disability" and **"Totally Disabled"** mean that as a result of Injury or Sickness, the Insured Employee is unable to return to any gainful employment.

"Total Covered Payroll" is the total amount of Basic Monthly Earnings for which all Employees are insured under this Policy.

"Waiting Period", shown in the Schedule of Benefits, means the continuous length of time an Employee must serve in an eligible class to reach his eligibility date.

ELIGIBILITY FOR INSURANCE

EMPLOYEES

Each Employee in a class of Eligible Employees will become eligible for insurance on the date he or she completes the Waiting Period, if any. Any Waiting Period will be waived for an Employee previously insured under the Policy, whose insurance terminated for a reason other than cancellation of his or her payroll deduction order under the Policy, if the Employee becomes employed in one of the classes of Eligible Employees within one year after his or her insurance terminates. The classes of Eligible Employees and the Waiting Period are shown in the Schedule of Benefits.

EFFECTIVE DATE OF INSURANCE

EMPLOYEES

Non-Contributory

If the Participating Employer plan under the Policy or the coverage afforded there under is issued on a non-contributory basis, an Eligible Employee's coverage will become effective on the later of:

1. the effective date of the Policy; or
2. the date such Employee becomes eligible for coverage under the Policy.

If the Employee is not in Active Service on the date insurance would normally become effective, the effective date of his or her insurance will be the date he or she returns to Active Service.

Annual Enrollment. The Annual Enrollment Period, shown in the Schedule, is a period of time during which any Eligible Insured's may apply for insurance or elect to make changes in their Amound of Insurance. Any changes in the Amount of Insurance during an Annual Enrollment will be limited to one incremental increase.

INCREASES AND DECREASES IN AMOUNTS OF INSURANCE

Any increase in or addition to the benefits will take effect on the date of the change.

However, any such change applies only to on or after the effective date of the change.

If an Insured Employee is not in Active Service on the date the increase or addition is to take effect, it will take effect when he or she returns to Active Service.

Any decrease in or deletion of benefits will take effect on the date of the change.

TERMINATION OF INSURANCE

EMPLOYEES

An Insured Employee's coverage under the Policy will automatically terminate on the earliest of:

1. the date the Employee ceases to be in a class of Eligible Employees or ceases to qualify as an Employee;
2. the date the Employee's Employer ceases to be a Participating Employer under the Policy;
3. the date the Policy is discontinued;
4. the last day for which any required contribution has been made;
5 90 days after the date the Employee returns to the U.S to establish residency;
6. the date the Employee ceases to be in Active Service, except as provided below:

Temporary Layoff or Leave of Absence. If an Employee's Active Service terminates because of temporary layoff or leave of absence, the insurance will be continued until the Participating Employer ceases to pay premiums for the Employee or otherwise cancels the insurance. But in no event will the insurance be continued for more than 60 days following termination of Active Service.

Any continuation of insurance must be in accordance with a plan which precludes individual selection.

LTD BENEFITS

Disability

When the Insurance Company receives proof that an Insured is Disabled due to Sickness or Injury and requires the regular attendance of a Physician, the Insurance Company will pay the Insured a monthly benefit after the end of the Elimination Period. The benefit will be paid for the period of Disability if the Insured provides the Insurance Company with proof of continued:

1. Disability; and
2. regular attendance of a Physician.

The proof must be given upon request and at the Insured's expense.

The monthly benefit will not:

1. exceed the Insured's Amount of Insurance; nor
2. be paid for longer than the Benefit Duration.

The Amount of Insurance and the Benefit Duration are shown in the Schedule of Benefits.

Monthly Benefit

To calculate the amount of monthly benefit:

1. Multiply the Insured's Basic Monthly Earnings by the benefit percentage shown in the Schedule of Benefits.

2. Take the lesser of the amount:

    a. determined in step (1) above; or
    b. the Maximum Monthly Benefit shown in the Schedule of Benefits, and

3. Deduct other income benefits, listed in this Policy, from this amount.

But, if the Insured is earning more than 20% of his or her Indexed Pre-Disability Earnings in his Regular Occupation or Another Occupation, the following formula will be used to figure the monthly benefit.

1. During the first 12 months, the monthly benefit will be figured as shown above, but it will not be reduced by any earnings until the Gross Monthly Benefit plus the Insured's earnings exceed 100% of his Indexed Pre-Disability Earnings. The monthly benefit will then be reduced by that excess amount.

2. After 12 months, the following formula will be used to figure the monthly benefit:

    (A divided by B) x C

    Where:

    A = The Insured's "Indexed Pre-Disability Earnings" minus the Insured's monthly earnings received while he or she is Disabled.

    B = The Insured's "Indexed Pre-Disability Earnings".

    C = The benefit as figured above. This will not include adjustments under the Cost of Living Adjustment provision if included in this Policy.

Proof of the Insured's monthly earnings must be given to the Insurance Company on a quarterly basis. Benefit payments will be adjusted upon receipt of this proof of earnings.

Other Income Benefits

Other income benefits mean the following:

1. The amount for which the Insured is eligible under:

    a. Worker's or Workmen's Compensation Law;
    b. occupational disease law; or
    c. any other act or law of like intent.

2. The amount of any disability income benefits for which the Insured is eligible under any compulsory benefit act or law.

3. The amount of any disability income benefits for which the Insured or his or her family is eligible under:

    a. any other group insurance plan;
    b. any governmental retirement system as a result of his or her job with the Employer.

4. The amount of benefits from the Employer's Retirement Plan the Insured:

    a. receives as Disability Benefits;
    b. voluntarily elects to receive as Retirement Benefits; and/or
    c. receives as Retirement Benefits when the Insured reaches the greater of age 62 or normal retirement age, as defined in the Employer's Retirement Plan.

As used here, "received" does not include any amount rolled over or transferred to any eligible Retirement Plan as that term is defined in Section 402 of the Internal Revenue Code of 1986 and any future amendments to Section 402 which affect the definition of an eligible Retirement Plan.

Other Income Benefits (continued)

5. The amount of Disability or Retirement Benefits under the United States Social Security Act, The Canada Pension Plan, The Quebec Pension Plan, or any similar plan or act, as follows:

   a. Disability Benefits for which the Insured or his or her family is eligible;

   b. Retirement Benefits received by the Insured or his or her family**.**

These other income benefits, except Retirement Benefits, must be payable as a result of the same Disability for which this Policy pays a benefit.

Item 5.b. will not apply to disabilities which begin after age 70 for those Insured's already receiving United States Social Security Retirement Benefits while continuing to work beyond age 70.

Benefits under item 5.a. above will be estimated if such benefits:

1. have not been awarded; and

2. have not been denied; or

3. have been denied and the denial is being appealed.

The monthly benefit will be reduced by the estimated amount. But, these benefits will not be estimated provided that the Insured:

1. applies for benefits under item 5.a.; and

2. requests and signs the Insurance Company's Agreement Concerning Benefits.

This agreement states that the Insured promises to repay the Insurance Company any overpayment caused by an award received under item 5.a.

If benefits have been estimated, the monthly benefit will be adjusted when the Insurance Company receives proof:

1. of the amount awarded; or

2. that benefits have been denied and the denial is not being appealed.

In the case of 2. above, a lump sum refund of the estimated amounts will be made.

"Law", "plan", or "act" means the initial enactment and all amendments.

Cost of Living Freeze

After the first deduction for each of the other income benefits, the monthly benefit will not be further reduced due to any cost of living increases payable under these other income benefits.

Lump Sum Payments

Other income benefits which are paid in a lump sum will be prorated on a monthly basis over the time period for which the sum is given. If no time period is stated, the sum will be prorated on a monthly basis over the Insured's expected lifetime as determined by the Insurance Company.

Termination of Disability Benefits

Disability Benefits will cease on the earliest of:

1. the date you are no longer Disabled;
2. the date you fail to furnish proof, when requested by us, that you continue to be Disabled;
3. the date you refuse to be examined by a Physician, if we require such an examination;
4. the date you die;
5. the date your Current Monthly Earnings exceed:
   (a) 80% of your indexed Pre-Disability Earnings if you are receiving benefits for being Disabled from your own occupation; or
   (b) an amount that is equal to your indexed Pre-Disability Earnings multiplied by the Benefit Percentage then in effect if you are receiving benefits for being Disabled from any occupation;
6. the date the Employer offers you another or modified job position, which Physicians agree you are able to perform, at a pay rate that exceeds 80% of your Indexed Pre-Disability Earnings;
7. the date you refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition;
8. the age determined from the Maximum Duration of Benefits Table shown in the Schedule of Benefits.

Recurrent Disability

A Recurrent Disability will be treated as part of the prior Disability if, after receiving Disability Benefits under this Policy, an Insured:

1. returns to his or her Regular Occupation on a full-time basis for less than six months; and
2. performs all the material duties of his or her occupation.

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

If an Insured returns to his or her Regular Occupation on a full-time basis for six months or more, a Recurrent Disability will be treated as a new period of Disability. The Insured must complete the Elimination Period.

In order to prevent over insurance because of duplication of benefits, benefits payable under this Recurrent Disability provision will cease if benefits are payable to the Insured under any other group long term disability Policy.

Survivor Benefit

The Insurance Company will pay a benefit to the Eligible Survivor when proof is received that an Insured died:
1. after Disability had continued for 180 or more consecutive days; and
2. while receiving a monthly benefit.

The benefit will be an amount equal to three times the Insured's Gross Monthly Benefit.

If payment becomes due to the Insured's children, payment will be made to:
1. the children; or
2. a person named by the Insurance Company to receive payments on the children's behalf. This payment will be valid and effective against all claims by others representing or claiming to represent the children.

Survivor Benefit (continued)

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

RETURN TO WORK INCENTIVE

Does the benefit calculation change if you return to limited duties during or following the Elimination Period?
For Residual Disability, your Monthly Benefit for the 12 month period following the end of the Elimination Period will be calculated as follows:

(1) Determine the Monthly Benefit that would be paid if Totally Disabled and add to it the amount of any Current Monthly Earnings;
(2) if the sum from above exceeds your level of Pre-Disability Earnings, determine the amount of the excess by subtracting your Pre-Disability Earnings from the sum;
(3) your Monthly Benefit will be the Monthly Benefit that would be paid if Totally Disabled minus the amount of the excess determined in item (2) above.

During this 12 month period, the sum of your Monthly Benefit and your Current Monthly Earnings may provide an amount up to 100% of your Pre-Disability Earnings.

How are benefits calculated after the 12th Monthly Benefit has been paid?
After you have received a Monthly Benefit for a 12 month period, and you continue to be Residually Disabled, the following calculation is used to determine your Monthly Benefit:

$$\text{Monthly Benefit} = \left(\frac{\mathbf{A} - \mathbf{B}}{\mathbf{A}}\right) \times \mathbf{C}$$

Where

A = Your Indexed Pre-Disability Earnings.
B = Your Current Monthly Earnings.
C = The Monthly Benefit payable if you were Totally Disabled.

How are benefits calculated for a period of less than a month?
If a Monthly Benefit is payable for less than a month, we will pay 1/30 of the Monthly Benefit for each day you were Disabled.

VOCATIONAL REHABILITATION

What Vocational Rehabilitative Services are available?
If you are Disabled, our Vocational Rehabilitative Services may help prepare you to resume gainful work.

Our Vocational Rehabilitative Services include, when we consider it appropriate, any necessary and feasible:
(1) vocational testing;
(2) vocational training;
(3) work-place modification, to the extent not otherwise provided;
(4) prosthesis; or
(5) job placement.

REHABILITATIVE EMPLOYMENT

Do earnings from Rehabilitative Employment affect the Monthly Benefit?
If you are Disabled and are engaged in an approved program of Rehabilitative Employment, your Monthly Benefit will be:
(1) the amount calculated for Total Disability; but
(2) reduced by 70% of the income received from each month of such Rehabilitative Employment.

The sum of the resulting net Monthly Benefit and your total income received under Rehabilitative Employment may not exceed 100% of your Indexed Pre-Disability Earnings. If it does, the net Monthly Benefit will be reduced by the amount of the excess.

General Exclusions

This Policy does not cover any Disability due to:

1. war, declared or undeclared, or any act of war; or
2. intentionally self-inflicted injuries; or
3. active participation in a riot; or
4. you are not under the Regular Care of a Physician; or
5. disability is caused by your commission of, or attempt to commit, a felony, or to which a contributing cause was your being engaged in an illegal occupation.
6. Maternity except for complications

Pre-Existing Conditions Exclusions

This Policy will not cover any Disability:
a. caused by, contributed to by, or resulting from a Pre-Existing Condition; and
b. which begins before:

(1) a period of 12 consecutive months starting on or after the Insured's effective date of coverage, during which the Insured has not received medical treatment, consultation, care or services including diagnostic measures, or taken prescribed drugs or medicines; or
(2) 24 months after the Insured's effective date of insurance.

Any period of Creditable Coverage under a prior plan will be subtracted from the six month look back period if the insured can justify a similar insurance contract under the prior plan. However, if there has been a period of 30 days between the date coverage ended under such prior plan and the first day of any required Waiting Period under the Policy, any period of Creditable Coverage under such prior plan will *not* be subtracted from the six month look back period.

Mental Illness, Alcoholism and Drug Addiction Limitation

Benefits for Disability due to Mental Illness, alcoholism or drug addiction will not exceed 24 months of monthly benefit payments unless the Insured meets one of these situations.

1. The Insured is confined to a Hospital or Institution at the end of the 24 month period. The monthly benefit will continue during such confinement.

   If the Insured is still Disabled when he or she is discharged, the monthly benefit will be paid for a recovery period of up to 90 days.

   If the Insured becomes reconfined during the recovery period for at least 14 consecutive days, benefits will be paid for the confinement and another recovery period up to 90 days.

2. The Insured continues to be Disabled and becomes confined:

   a. after the 24 month period; and
   b. for at least 14 consecutive days.

   The monthly benefit will not be payable during the confinement.

The monthly benefit will not be payable beyond the maximum benefit period.

This limitation does not apply to dementia, if due to:

1. stroke;
2. trauma;
3. viral infection;
4. Alzheimer's disease; or
5. other such conditions not listed above which are not usually treated by a mental health provider using psychotherapy, psychotropic drugs, or other similar modalities.

Waiver of Premium

Premium payments for an Employee are waived during any period for which benefits are payable. Premium payments may be resumed following a period during which they were waived.

Continuity of Coverage Upon Transfer of Insurance Carriers

In order to prevent loss of coverage for an Employee because of a transfer of insurance carriers, this Policy will provide coverage for certain Employees as follows:

Failure to be in Active Employment Due to Injury or Sickness;

This Policy will cover, subject to premium payments, Employees:

1. insured with the prior carrier at the time of transfer; and

2. who are not in active employment due to Injury or Sickness.

The benefit payable will be that which would have been paid by the prior carrier had coverage remained in force, less any benefit for which the prior carrier is liable.

Continuity of Coverage Upon Transfer of Insurance Carriers (continued)

Disability Due to a Pre-existing Condition;

Benefits may be payable for a Disability due to a Pre-Existing Condition for an Employee who:

1. was insured by the prior carrier at the time of transfer; and

2. was in active employment and insured under this Policy on its effective date.

The benefit will be determined according to this Policy's benefit schedule if the Employee satisfies the Pre-Existing Conditions exclusion under:

1. this Policy; or

2. the prior carrier's policy, giving consideration towards continuous time insured under both policies.

The benefit will be determined according to this Policy's Schedule of Benefits, but will not exceed the prior carrier's Maximum Monthly Benefit. No benefit will be paid if the Employee cannot satisfy the Pre-Existing Condition exclusion of 1. or 2. above.

CLAIMS PROVISIONS

Notice of Claim. Written notice of claim must be given to the Insurance Company within 30 days after the occurrence of the event on which the claim is based.

Written notice of claim given by or on behalf of the Insured Employee to the Insurance Company at its Home Office, or to any authorized agent of the Insurance Company, with particulars sufficient to identify the Employee, will be considered notice to the Insurance Company. Failure to give written notice within the time provided in the Policy will neither invalidate nor reduce any claim if it can be shown that it was not reasonably possible to give written notice within that time and that written notice was given as soon as was reasonably possible.

Claim Forms. The Insurance Company, when it receives the notice of claim directly from Participating Employer, will furnish to the Participating Employer for delivery to the Employee or the Beneficiary, the claim forms which it usually furnishes for filing proof of loss. If the Employee or Beneficiary does not receive these claim forms within 15 days after receipt by the Insurance Company of the notice of claim, the Employee may submit any other written proof which fully describes the nature and extent of your claim.

Proof of Loss. Written proof of loss must be sent to us within 90 days after the start of the period for which we owe payment. After that, we may require further written proof that you are still Disabled. If proof is not given by the time it is due, it will not affect the claim if:
(1) it was not possible to give proof within the required time; and
(2) proof is given as soon as possible; but
(3) not later than 1 year after it is due, unless you are not legally competent.

We have the right to require, as part of the proof of loss:
(1) your signed statement identifying all Other Income Benefits; and
(2) proof satisfactory to us that you and your dependents have duly applied for all Other Income Benefits which are available.

After submitting proof of loss, you will be required to apply for U.S. Social Security Disability Benefits. If the U.S. Social Security Administration denies your eligibility for any such benefits, you will be required to follow the process established by the U.S. Social Security Administration to reconsider the denial and, if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.

We reserve the right to determine if your proof of loss is satisfactory.

You will not be required to claim any Retirement Benefits which you may only get on a reduced basis.

Payment of Claims. If written proof of loss is furnished, accrued benefits will be paid at the end of each month that you are Disabled. If payment for a part of a month is due at the end of the claim, it will be paid as soon as written proof of loss is received.

All payments are payable to you. Any payments owed at your death may be paid to your estate. If any payment is owed to your estate, a person who is a minor or a person who is not legally competent, then we may pay up to $1,000 to any of your relatives who are entitled to it in our opinion. Any such payment shall fulfill our responsibility for the amount paid.

Overpayments. We have the right to recover from you any amount that is determined to be an overpayment of benefits under the Policy. Repayment to us must be made within 60 days of your receipt of our notice of the amount of the overpayment. If you do not repay the overpayment within the 60 day period, we may, without forfeiting our right to collect an overpayment through any means legally available to us, recover all or any portion of the overpayment by reducing or withholding future benefit payments, including the Minimum Monthly Benefit.

Claim Notification. If a claim for benefits is wholly or partly denied, you will be furnished with written notification of the decision. This written decision will:
(1) give the specific reason(s) for the denial;
(2) make specific reference to the policy provisions on which the denial is based;
(3) provide a description of any additional information necessary to prepare a claim and an explanation of why it is necessary; and
(4) provide an explanation of the review procedure.

On any denied claim, you or your representative may appeal to us for a full and fair review. You may:
(1) request a review upon written application within 60 days of the claim denial;
(2) review pertinent documents; and
(3) submit issues and documents in writing.

We will make a decision no more than 60 days after the receipt of the request, except in special circumstances (such as the need to hold a hearing), but in no case more than 120 days after the request for review is received. The written decision will include specific references to the policy provisions on which the decision is based.

GENERAL PROVISIONS

Legal Actions. No action at law or in equity will be brought to recover on the Policy prior to the expiration of 60 days after written proof of loss has been filed in accordance with the requirements of the Policy, nor will any action be brought at all unless brought within three years from the expiration of the time within which proof of loss is required by the Policy.

Time Limitations. If any time limitation provided in the Policy for giving notice of claims, for furnishing proof of loss, or for bringing any action at law or in equity is less than that permitted by the law of the jurisdiction in which the Employee resides at the time the Policy is issued, and then the time limitation of the prevailing jurisdiction applies.

Physical Examination and Autopsy. The Insurance Company, at its own expense, will have the right and opportunity to examine any individual for whom claim is pending under the Policy when and as often as it may reasonably require and to make an autopsy in case of death where it is not forbidden by law.

Reimbursement and Subrogation. When an Insured Person's Injury appears to be someone else's fault, benefits otherwise payable under the Policy for covered expenses incurred as a result of that Injury will not be paid unless the Insured Person or his legal representative agrees:

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

Further, when the Insurance Company has paid benefits to or on behalf of the injured Insured Person, the Insurance Company will be subrogated to all rights of recovery that the Insured Person has against the person at fault. These subrogation rights will extend only to recovery of the amount the Insurance Company has paid. The Insured Person must execute and deliver any instruments needed and do whatever else is necessary to secure those rights to the Insurance Company.

Policy Interpretation of terms and conditions. We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Policy.