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11/01/2016

**GROUP BOOKLET-CERTIFICATE FOR MEMBERS OF**

**FIRST LIGHT TECHNOLOGIES, INC.**

**ALL MEMBERS**

**Group Long Term Disability Insurance**

**Print Date: 11/17/2016**

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**VERMONT HEALTH INSURANCE**  
**MANDATORY CIVIL UNION ENDORSEMENT**

**PURPOSE:**

This Notice is part of the Group Policy, contract, certificate, and/or riders and endorsements to which it is attached and is intended to provide benefits for parties to a civil union. Vermont law requires that insurance contracts and policies offered to married persons and their families be made available to parties to a civil union and their families. In order to receive benefits in accordance with this Endorsement, the civil union must have been established in the state of Vermont according to Vermont law.

**GENERAL DEFINITIONS, TERMS, CONDITIONS AND PROVISIONS:**

The general definitions, terms, conditions and any other provisions of the Group Policy, contract, certificate and/or riders and endorsements to which this mandatory endorsement is attached are hereby amended and superseded as follows:

Terms that mean or refer to a family relationship arising from a marriage such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include the family relationship created by a civil union.

Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree", "termination of marriage" and any other such terms include the inception or dissolution of a civil union.

"Dependent" means a spouse, a party to a civil union, and/or a child or children (natural, step-child, legally adopted or a minor who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union.

"Child or covered child" means a child (natural, step-child legally adopted or a minor who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union.

**CAUTIONARY DISCLOSURE:**

**THIS NOTICE IS ISSUED TO MEET THE REQUIREMENTS OF VERMONT LAW AS EXPLAINED IN THE "PURPOSE" PARAGRAPH OF THE NOTICE. THE FEDERAL GOVERNMENT OR ANOTHER STATE GOVERNMENT MAY NOT RECOGNIZE THE BENEFITS GRANTED UNDER THIS NOTICE. YOU ARE ADVISED TO SEEK EXPERT ADVICE TO DETERMIN YOUR RIGHTS UNDER THE CONTRACT.**

**PRINCIPAL LIFE INSURANCE COMPANY**

## **BOOKLET-CERTIFICATE**

Your Group Long Term Disability Insurance has been designed to provide financial help for you when a covered loss occurs. This plan has chosen benefits provided by a Group Policy issued by Us, Principal Life Insurance Company. To the extent that benefits are provided by the Group Policy, the administration and payment of claims will be done by Us as an insurer.

Members rights and benefits are determined by the provisions of the Group Policy. This booklet-certificate briefly describes those rights and benefits. It outlines what you must do to be insured. It explains how to file claims. It is your certificate while you are insured.

The effective date of your insurance is as shown on your enrollment form.

**THIS BOOKLET-CERTIFICATE REPLACES ANY PRIOR BOOKLET-CERTIFICATE THAT YOU MAY HAVE RECEIVED.** If you have any questions about this new booklet-certificate, please contact your employer. In the event of future plan changes, you will be provided with a new booklet-certificate or a booklet-certificate rider.

If you have an electronic booklet-certificate paper copies of this booklet-certificate are also available. Please contact your Policyholder if you would like to request a paper copy.

**PLEASE READ YOUR BOOKLET-CERTIFICATE CAREFULLY.** We suggest that you start with a review of the terms listed in the DEFINITIONS Section (at the back of the booklet-certificate). The meanings of these terms will help you understand the insurance.

The group insurance policy and your coverage under the Group Policy may be discontinued or altered by the Policyholder or Us at any time without your consent.

In administering the benefits provided under the Group Policy, all Predisability Earnings and Current Earnings will be expressed in U.S. dollars and all premium and benefit amounts must be paid in U.S. dollars.

The insurance provided in this booklet-certificate is subject to the laws of the state of Vermont.

PRINCIPAL LIFE  
INSURANCE COMPANY  
Des Moines, IA 50392-0002

## TABLE OF CONTENTS

<b>LONG TERM DISABILITY INSURANCE SUMMARY</b>	GH 802
<b>HOW TO BE INSURED</b>	
Eligibility and Individual Incontestability	GH 804
Effective Dates	GH 805
Termination, Continuation, and Reinstatement	GH 806
<b>DESCRIPTION OF BENEFITS</b>	
Benefit Qualification	GH 807
Benefits Payable	GH 808
Rehabilitation Services and Benefits	GH 809
Spouse Rehabilitation Benefit	GH 810
Survivor Benefit	GH 811
Monthly Payment Limit	GH 817
Benefit Payment Period and Recurring Disability	GH 819
Limitations	GH 821
<b>CLAIM PROCEDURES</b>	GH 823
<b>STATEMENT OF RIGHTS</b>	GH 150
<b>DEFINITIONS</b>	GH 824

**LONG TERM DISABILITY INSURANCE SUMMARY**

Minimum Hours Requirement	Employees must be working at least 30 hours a week	
Who Pays for Coverage	You are required to pay a part of the premium for insurance under the Group Policy.	
Elimination Period	180 days	
Own Occupation Period	two year(s) with Residual Disability	
Primary Monthly Benefit	66 2/3% of your Predisability Earnings.	
Maximum Monthly Benefit	\$5,000	
Minimum Monthly Benefit	\$100	
Maximum Benefit Payment Period	Member's Age on The Date Disability <u>Begins</u> Before age 65	Months of the Benefit Payment <u>Period</u> greater of 36 Months or to Social Security Normal Retirement Age
	65-67	24 months
	68-69	18 months
	70-71	15 months
	72 and over	12 months
Rehabilitation Services and Benefits		
Rehabilitation Services	Included	
Predisability Intervention Services	Included	
Rehabilitation Incentive Benefit	5%	
Return to Work Child Care Benefit	\$350	
Reasonable Accommodation Benefit	\$2,000	
Other Coverage Features		
Work Incentive Benefit	12 months	
Survivor Benefit	three times Primary Monthly Benefit	
Spouse Rehabilitation	\$500	
<b>NOTE:</b>		
No premiums are required during a Long Term Disability Benefit Payment Period.		
Benefits may be reduced by other sources of income and disability earnings.		
Some disabilities may not be covered or may be limited under this insurance.		

This summary provides only highlights of the Group Policy. The entire Group Policy determines all rights, benefits, exclusions and limitations of the insurance described above.

**HOW TO BE INSURED  
LONG TERM DISABILITY INSURANCE**

**Eligibility and Individual Incontestability**

**Eligibility**

You will be eligible for insurance on the first of the Insurance Month coinciding with or next following the date you become a Member as described in this booklet-certificate.

**Individual Incontestability**

All statements made by any person insured will be representations and not warranties. In the absence of fraud, these statements may not be used to contest the insured person's coverage unless:

- a. the insurance has been in force for less than two years during the insured person's lifetime; and
- b. the statement is in Written form Signed by the insured person; and
- c. a copy of the form which contains the statement is given to the insured person or the insured person's beneficiary at the time insurance is contested.

However, the above will not preclude the assertion at any time of defenses based upon the person's not being eligible for insurance under the Group Policy or upon other provisions of the Group Policy.

In addition, if a person's age is misstated, We may, at any time, adjust premiums and benefits to reflect the correct age.

We may, at any time, terminate a Member's eligibility under the Group Policy in Writing and with 31 day notice:

- a. if the individual submits any claim that contains false or fraudulent elements under state or federal law;
- b. upon finding in a civil or criminal case that a Member has submitted claims that contain false or fraudulent elements under state or federal law.

**HOW TO BE INSURED  
LONG TERM DISABILITY INSURANCE**

**Effective Dates**

**Actively at Work**

Your effective date for Long Term Disability Insurance will be as explained in this booklet, if you are Actively at Work on that date. If you are not Actively at Work on the date insurance would otherwise be effective, such insurance will not be in force until the day of return to Active Work.

**Effective Date for Noncontributory Insurance**

Unless Proof of Good Health is required, insurance for which you contribute no part of premium will be in force on the date you are eligible.

**Effective Date for Contributory Insurance**

If you are to contribute a part of premium, insurance must be requested in a form provided by Us. Unless Proof of Good Health is required, the requested insurance will be in force on:

- a. the date you are eligible, if the request is made on or before that date; or
- b. the first of the Insurance Month coinciding with or next following the date of your request, if the request is made within 31 days after the date you are eligible.

If the request is made more than 31 days after the date you are eligible, Proof of Good Health will be required before insurance can be in force.

**Effective Date When Proof of Good Health is Required**

Insurance for which Proof of Good Health is required will be in force on the later of:

- a. the date insurance would have been effective if Proof of Good Health had not been required; or
- b. the first of the Insurance Month coinciding with or next following the date Proof of Good Health is approved by Us.

**Proof of Good Health Requirements**

The type and form of required Proof of Good Health will be determined by Us. You must submit Proof of Good Health:

- a. If insurance for which you contribute a part of premium is requested more than 31 days after the date you are eligible.
- b. If you have failed to provide required Proof of Good Health or have been refused insurance under the Group Policy at any prior time.
- c. If you elect to terminate insurance and, more than 31 days later, request to be insured again.
- d. If, on the date you become eligible, fewer than five Members are insured.



- e. If, on the date you become eligible for any increase or additional Benefit Payable amount, fewer than five Members are insured.

**Effective Date for Benefit Changes Due to a Change in Monthly Earnings**

Unless Proof of Good Health is required (see above), a change in Benefit Payable amount because of a change in your Monthly Earnings will normally be effective on the date of change. However, if you are not Actively at Work on the date a Benefit Payable change would otherwise be effective, the Benefit Payable change will not be in force until the date you return to Active Work.

**Effective Date for Benefit Changes Due to a Change in Insurance Class**

Unless Proof of Good Health is required (see above), a change in Benefit Payable amount because of a change in your insurance class will normally be effective on the first of the Insurance Month coinciding with or next following the date of change. However, if you are not Actively at Work on the date a Benefit Payable change would otherwise be effective, the Benefit Payable change will not be in force until the date you return to Active Work.

**Effective Date for Benefit Changes - Change by Policy Amendment**

Unless Proof of Good Health is required (see above), a change in amount of your Benefit Payable because of a change in the Benefit Payable by amendment to the Group Policy will be effective on the date of change. However, if you are not Actively at Work on the date a Benefit Payable change would otherwise be effective, the Benefit Payable change will not be in force until the date you return to Active Work.

**HOW TO BE INSURED  
LONG TERM DISABILITY INSURANCE**

**Termination, Continuation, and Reinstatement**

**Termination of Insurance**

Your insurance will terminate on the earliest of:

- a. the date the Group Policy is terminated; or
- b. the date the last premium is paid for your insurance; or
- c. for contributory insurance, any date if requested by you before that date; or
- d. the date you cease to be a Member as defined; or
- e. the date you cease to be in a class for which Member Insurance is provided; or
- f. the date you cease Active Work except as provided below.

Termination of insurance for any reason described above will not affect your rights to benefits, if any, for a Disability that begins while your insurance is in force under the Group Policy. You are considered to be continuously Disabled if you are Disabled from one condition and, while still Disabled from that condition, incur another condition that causes Disability.

**Continuation**

You may qualify to have your insurance continued under one or more of the continuation provisions below. If you qualify for continuation under more than one provision, the longest period of continuation will be applied, and all periods of continuation will run concurrently.

**Continuation and Reinstatement - Sickness, Injury, or Pregnancy**

If you cease Active Work due to sickness, injury, or pregnancy, your insurance can be continued subject to payment of premium, until the earliest of:

- a. the date insurance would otherwise terminate as provided in items a. through e. above; or
- b. the end of the Insurance Month in which you recover; or
- c. the date 180 days after Active Work ends.

If a Benefit Payment Period is established, your insurance will be reinstated if you return to Active Work for the Policyholder within six months of the date the Benefit Payment Period ends. Your reinstated insurance will be in force on the date of return to Active Work.

If you do not qualify to have a Benefit Payment Period begin, insurance will be reinstated if you return to Active Work for the Policyholder within six months of the date insurance ceased. Your reinstated insurance will be in force on the date of return to Active Work.

Proof of Good Health will be required to place in force any Benefit Payable that would have been subject to Proof of Good Health had you remained continuously insured.

**Continuation and Reinstatement - Layoff or Leave of Absence**

If you cease Active Work due to layoff or leave of absence, your insurance can be continued, subject to premium payment, until the earlier of:

- a. the date insurance would otherwise terminate as provided in items a. through e. above; or
- b. the end of the Insurance Month in which Active Work ends.

Your insurance will be reinstated if you return to Active Work for the Policyholder within six months of the date insurance ceased. Your reinstated insurance will be in force on the date of return to Active Work.

A longer reinstatement period may be allowed for an approved leave of absence taken in accordance with the provisions of the federal law regarding Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA).

Proof of Good Health will be required to place in force any Benefit Payable that would have been subject to Proof of Good Health had you remained continuously insured.

**Continuation and Reinstatement - Family and Medical Leave Act (FMLA)**

If you cease Active Work due to an approved leave of absence under FMLA, the Policyholder may choose to continue your insurance, subject to premium payment, until the date either 12 weeks or 26 weeks, as determined by law, after Active Work ends.

Your terminated insurance may be reinstated in accordance with the provisions of FMLA.

## DESCRIPTION OF BENEFITS

### Benefit Qualification

You will qualify for Disability benefits, if all of the following apply:

- a. You are Disabled under the terms of the Group Policy.
- b. Your Disability begins while you are insured under the Group Policy.
- c. Your Disability is not subject to any of the Limitations listed in this booklet-certificate.
- d. An Elimination Period of 180 days is completed.
- e. A Benefit Payment Period is established.
- f. You are under the Regular and Appropriate Care of a Physician.
- g. The claim requirements listed in the CLAIM PROCEDURES Section are satisfied.

A Benefit Payment Period will be established on the latest of:

- a. the date you complete an Elimination Period; or
- b. the date six months before We receive Written proof of your Disability; or
- c. the day after the date your Short Term Disability Benefit Payment Period ends.

**NOTE:** No premiums are required during a Long Term Disability Benefit Payment Period.

No benefits will be payable for any Disability during your incarceration in a penal or correctional institution for a period greater than six months. Benefits will be terminated effective on the day immediately following six months of such incarceration and will be reinstated, without retroactive payment of benefits, upon your release, provided:

- a. you continue to qualify for benefits as provided in this section; and
- b. your current Disability and the Disability for which the Elimination Period was completed are from the same or related cause; and
- c. you have not exceeded the Benefit Payment Period as outlined on GH 819.

Reinstated benefits are not paid retroactively during the period of your incarceration.

## DESCRIPTION OF BENEFITS

### Benefits Payable

#### **If you are not working during a period of Disability**

Your Benefit Payable for each full month of a Benefit Payment Period will be your Primary Monthly Benefit less Other Income Sources.

#### **If you are working during a period of Disability**

Your work incentive Benefit Payable for each full month of a Benefit Payment Period will be:

- a. For the first 12 months, the lesser of:
  - (1) 100% of Indexed Predisability Earnings less Other Income Sources, less Current Earnings from your Own Occupation or any occupation; or
  - (2) the Primary Monthly Benefit less Other Income Sources; and
- b. Thereafter, your Primary Monthly Benefit less Other Income Sources, multiplied by your Income Loss Percentage.

On each March 1, following the date you become Disabled, your Predisability Earnings will be increased by the average rate of increase in the Consumer Price Index during the preceding calendar year, subject to an annual maximum of 10%.

If you have been Disabled for less than one year as of March 1, the amount of the increase will be multiplied by the ratio of:

- a. the number of completed months of Disability as of March 1;
- b. divided by 12 months.

Consumer Price Index means the U.S. City Average for Urban Consumers, All Items, as published in the Consumer Price Index by the United States Department of Labor for the preceding calendar year.

#### **Minimum Monthly Benefit**

In no event will the Monthly Benefit Payable be less than \$100 for each full month of a Benefit Payment Period, except that We will have the right to reduce the Minimum Monthly Benefit by any prior benefit overpayment. The Benefit Payable for each day of any part of a Benefit Payment Period that is less than a full month will be the monthly benefit divided by 30.

## DESCRIPTION OF BENEFITS

### Rehabilitation Services and Benefits

#### Rehabilitation Services and Benefits

While you are Disabled and covered under the Group Policy, you may qualify to participate in a rehabilitation plan and receive Rehabilitation Services and Benefits. We will work with you and others as appropriate, to develop an individualized rehabilitation plan intended to assist you in returning to work.

#### Rehabilitation Services

While you are Disabled under the terms of the Group Policy, you may qualify for Rehabilitation Services. If you, the Policyholder, and We agree in Writing on a rehabilitation plan in advance, We may pay a portion of reasonable expenses. The goal of the plan will be to return you to work.

Any rehabilitation assistance must be approved in advance by Us and outlined in a rehabilitation plan. The Benefit Payable as described in the booklet-certificate (subject to the terms and conditions of the Group Policy) will continue, unless modified by the rehabilitation plan. Rehabilitation assistance may include, but is not limited to:

- a. coordination of medical services;
- b. vocational and employment assessment;
- c. purchasing adaptive equipment;
- d. business/financial planning;
- e. retraining for a new occupation;
- f. education expenses.

We will periodically review the rehabilitation plan and your progress and We will continue to pay for the agreed upon expenses as long as We determine that the rehabilitation plan is providing the necessary action to return you to work.

#### Predisability Intervention Services

Rehabilitation Services may be offered if you have not yet become Disabled under the terms of the Group Policy, provided you have a condition which has the potential of resulting in the inability to perform the Substantial and Material Duties of your Own Occupation.

#### Rehabilitation Incentive Benefit

During a Benefit Payment Period, if you are participating in and fulfilling the requirements of the rehabilitation plan, but are not yet working, you will be eligible for a 5% increase in the Primary Monthly Benefit percentage as a Rehabilitation Incentive Benefit. Payment of the Rehabilitation Incentive Benefit will begin with the Benefit Payable amount that next follows implementation of the rehabilitation plan. The Rehabilitation Incentive Benefit is not subject to the Maximum Monthly Benefit.

The Rehabilitation Incentive Benefit will terminate on the earliest of:

- a. the date the time frame established in the rehabilitation plan has elapsed; or

- b. the date you fail to meet the goals and objectives established in the rehabilitation plan; or
- c. the date you have received a total of 12 months of Rehabilitation Incentive Benefits; or
- d. the date benefits would otherwise terminate as described in this booklet-certificate.

### **Reasonable Accommodation Benefit**

#### **Eligibility**

You or an employer may be eligible for a Reasonable Accommodation Benefit provided you would be able to return to work with Reasonable Accommodation of the work environment. This benefit must be approved by Us in Writing prior to implementation.

#### **Benefit**

We will reimburse you or an employer for expenses incurred to modify the workplace to allow you to return to work, up to the actual expense, not to exceed \$2,000 per Benefit Payment Period. Expenses may include the cost of tools, equipment, furniture, or any other changes to the work-site or environment that We agree will allow you to return to work. Any payment made for Reasonable Accommodation would be the difference between the cost and the amount paid or payable by third parties (including any amount paid under a policy of medical coverage).

### **Return to Work Child Care Benefit**

#### **Eligibility**

If you are working during a Benefit Payment Period, you will be eligible for the Return to Work Child Care Benefit after you have received a work incentive Benefit Payable for 12 months.

#### **Benefit**

You will be reimbursed for 100% of actual charges which you incur for the child care of an eligible child up to a maximum benefit of \$350 per month.

An eligible child means your natural, legally adopted, or stepchild, provided the child:

- a. is less than 13 years of age; and
- b. lives with you.

An eligible child will also include a child who is developmentally disabled or physically handicapped and is incapable of staying alone regardless of age.

Developmentally disabled means substantial handicap as determined by Us which results from mental retardation, cerebral palsy, epilepsy or other neurological disorder and is diagnosed by a Physician as a permanent or long term continuing condition.

Physically handicapped means substantial physical or mental impairment as determined by Us which results from injury, accident, congenital defect or sickness and is diagnosed by a Physician as a permanent or long term dysfunction or malformation of the body.

#### **Termination**

This benefit will be paid during your Benefit Payment Period and will terminate on the earliest of:

- a. the date you are no longer Disabled; or
- b. the date you are no longer working in any capacity; or
- c. the date benefits would otherwise terminate as described in this booklet-certificate; or
- d. the date you have received a total of 12 months of Return to Work Child Care Benefits; or
- e. the date the child is no longer an eligible child.



## DESCRIPTION OF BENEFITS

### Spouse Rehabilitation Benefit

This benefit may be requested by you or your spouse, and may include, at Our sole discretion, payment of the spouse's education expenses, reasonable job placement expenses, family care expenses, and the family's moving expenses, if any.

#### Eligibility

You will be eligible for the Spouse Rehabilitation Benefit provided all of the following apply:

- a. You have satisfied the Benefit Qualifications listed in this booklet-certificate.
- b. You have received benefits for six consecutive months.
- c. You are receiving disability benefits under the Federal Social Security Act or any similar act.
- d. Your spouse's earnings in the two calendar years prior to your Disability average less than 66 2/3% of your Monthly Earnings.

#### Benefit

We will agree to pay actual expenses up to, but not exceeding, \$500 for a Spouse Rehabilitation Benefit. This will be a one-time benefit during the Benefit Payment Period and will be paid based on proof of actual expenses paid by you or your spouse for the rehabilitation of your spouse.

#### Termination

This benefit will be payable during your Benefit Payment Period and will terminate on the earliest of:

- a. the date you are no longer Disabled; or
- b. the date benefits would otherwise terminate as described in this booklet-certificate; or
- c. the date your spouse is no longer classified as a spouse; or
- d. the date We have paid \$500 for the Spouse Rehabilitation Benefit.

## **DESCRIPTION OF BENEFITS**

### **Survivor Benefit**

#### **Survivor Benefit**

In the event a Benefit Payment Period ends because of your death, a Survivor Benefit will be payable. This Survivor Benefit will be three times your Primary Monthly Benefit that would have been payable had you not died.

We will pay the Survivor Benefit to your spouse, child, parent, or estate as described in the CLAIM PROCEDURES Section on GH 823.

## DESCRIPTION OF BENEFITS

### Monthly Payment Limit

In no event will the sum of amounts payable for:

- a. Benefits Payable as described in this booklet-certificate;
- b. Rehabilitation Incentive Benefit;
- c. Return to Work Child Care Benefit;
- d. income from Other Income Sources;
- e. Current Earnings from your Own Occupation or any occupation;

exceed 100% of Predisability Earnings. If you are eligible for a work incentive Benefit Payable, the Monthly Payment Limit will be increased to 100% of Indexed Predisability Earnings for the first 12 months.

In the event your total income from all sources listed above exceeds 100% of Predisability Earnings, the benefits as described in this booklet-certificate will be reduced by the amount in excess of 100% of Predisability Earnings.

**DESCRIPTION OF BENEFITS**

**Benefit Payment Period and Recurring Disability**

**Benefit Payment Period**

Benefits are payable:

- a. if your Disability begins before you are age 65, until the later of the date 36 months after your Benefit Payment Period begins, or the date you attain Social Security Normal Retirement Age; or
- b. if your Disability begins on or after you are age 65, until the later of the date of Social Security Normal Retirement Age, or the date of completion of the number of months shown below after your Benefit Payment Period begins:

<u>Your Age on the Date Disability Begins</u>	<u>Months of the Benefit Payment Period (Beginning with the date the Benefit Payment Period begins)</u>
65, 66, 67	24
68, 69	18
70, 71	15
72 and over	12

However, in no event, will benefits continue beyond:

- a. the date of your death; or
- b. the date your Disability ends, unless a Recurring Disability exists as explained in this booklet-certificate; or
- c. the date you fail to provide any required proof of Disability; or
- d. the date you fail to submit to any required medical examination or evaluation; or
- e. the date you fail to report any required Current Earnings information; or
- f. the date you fail to report income from Other Income Sources; or
- g. the date ten days after receipt of notice from Us if you fail to pursue Social Security Benefits or benefits under a Workers' Compensation Act or similar law as described in this booklet-certificate; or
- h. the date you cease to be under the Regular and Appropriate Care of a Physician.

**Recurring Disability**

A Recurring Disability will exist under the Group Policy if:

- a. after you have completed an Elimination Period and during a Benefit Payment Period, you cease to be Disabled; and

- b. you then return to Active Work; and
- c. while insured under the Group Policy but before completing six continuous months of Active Work, you are again Disabled; and
- d. your current Disability and the Disability for which you completed the Elimination Period result from the same or a related cause.

A Recurring Disability will be treated as if the initial Disability had not ended, except that no benefits will be payable for the time between Disabilities. You will not be required to complete a new Elimination Period. Benefits will be payable from the first day of each Recurring Disability, but only for the remainder, if any, of the Benefit Payment Period established for the initial Disability. The effective date of any salary increase received during your return to Active Work as stated in this booklet-certificate on GH 805 which would otherwise be effective, will not apply to any benefit payable under this Recurring Disability provision.

## DESCRIPTION OF BENEFITS

### Limitations

No benefits will be paid for any Disability that:

- a. results from willful self-injury or self-destruction; or
- b. results from war or act of war; or
- c. results from voluntary participation in a felony, criminal activity, insurrection, or riot; or
- d. is a new Disability that begins after a prior Benefit Payment Period has ended or a claim for benefits has been denied and you have not returned to Active Work; or
- e. is a continuation of a Disability for which a Benefit Payment Period has ended or a claim for benefits has been denied and you have not returned to Active Work (except as provided for a Recurring Disability in this booklet-certificate);  
or
- f. is caused by, a complication of, or resulting from a Preexisting Condition as described in this booklet-certificate.

### Preexisting Conditions Exclusion for Initial Insurance

A Preexisting Condition is any sickness or injury, including all related conditions and complications, or pregnancy, for which you:

- a. received medical treatment, consultation, care, or services; or
- b. were prescribed or took prescription medications;

in the three month period before you became insured under the Group Policy.

No benefits will be paid for a Disability that results from a Preexisting Condition unless, on the date you become Disabled, you have been Actively at Work for one full day after completing 12 consecutive months during which you were insured under the Group Policy.

### Preexisting Conditions Exclusion for Benefit Increases

A Preexisting Condition is any sickness or injury, including all related conditions and complications, or pregnancy, for which you:

- a. received medical treatment, consultation, care, or services; or
- b. were prescribed or took prescription medications;

in the three month period prior to an increase in benefits or change in the Group Policy, including increases in benefits due to a change in Monthly Earnings of 25% or greater.

The benefits and the Group Policy provisions in force immediately prior to the increase or change will be payable for the duration of a Disability that:

- a. results from a Preexisting Condition; and
- b. begins within 12 months after the effective date of the increase in benefits or change in the Group Policy provisions.

## CLAIM PROCEDURES

### Notice of Claim

Written notice of claim must be given to Us within three months after the date of loss for which claim is being made. Failure to give notice within the time specified will not invalidate or reduce any claim if notice is given as soon as reasonably possible.

### Claim Forms

Claim forms and other information needed to provide proof of Disability must be filed with Us in order to obtain payment of benefits. The Policyholder will provide appropriate claim forms to assist you in filing claims. If the forms are not provided within 15 days after We receive notice of claim, you will be considered to have complied with the requirements of the Group Policy regarding proof of Disability upon submitting, within the time specified below for filing Written proof of Disability, Written proof covering the occurrence, character and extent of the loss.

### Proof of Disability

Claim forms and other information needed to prove Disability should be filed promptly. Written proof that Disability exists and has been continuous must be sent to Us within six months after the date you complete an Elimination Period. Proof required includes the date, nature, and extent of the loss. Further proof that Disability has not ended must be sent when requested by Us. We may request additional information to substantiate your loss or require a Signed unaltered authorization to obtain that information from the provider. We reserve the right to determine when these conditions are met. Your failure to comply with such request could result in declination of the claim. For purposes of satisfying the claims processing timing requirements of the Employee Retirement Income Security Act (ERISA), receipt of claim will be considered to be met when the Elimination Period has been completed and the appropriate claim form is received by Us.

### Documentation of Loss

We must receive satisfactory Written proof of loss. Until We receive the proof of loss requested, benefits will not be paid. Proof of loss may include:

- a. Any requested claim form including claim forms from you or your Physician.
- b. Documentation that you are under Regular and Appropriate Care by a Physician.
- c. Copies of medical records, test results and/or Physician's progress notes.
- d. Occupation information, such as documentation of work duties and activities. This may include your job description or appointment calendar.
- e. Independent medical examination(s) (see Examinations and Evaluations in this section).
- f. A Written authorization, signed by you, on a form supplied by Us, to obtain records and information needed to determine your eligibility for benefits.
- g. Other proof of loss as required by Us.

### Earnings Documentation



We may require proof to determine your Predisability Earnings and Current Earnings. A company representative has the right to examine your financial and business records, including your Federal income tax returns and supporting documentation, as often as We may require.

### **Investigation of Your Claim**

We may conduct an investigation of your claim at any time, which may include a personal interview with a company representative. Benefits may not be payable until We have had a reasonable time to conduct an investigation of your claim and determine that benefits are payable.

Once your claim is approved, no benefits will be continued beyond the end of the period for which you have provided Us with satisfactory proof of loss. We will require you to provide additional documentation of your claim, at reasonable intervals while you are claiming Disability.

### **Proof of Disability while outside the United States**

If during a period of Disability, you are residing or staying outside the United States, the following will apply:

- a. Any evidence you submit for your claim will be required to be translated by the U.S. Embassy and contain the U.S. Embassy seal.
- b. You must notify Us in advance of any return to the United States and your change of address.

Your failure to comply with such request could result in declination of the claim. For purposes of satisfying the claims processing timing requirements of the Employee Retirement Income Security Act (ERISA), receipt of claim will be considered to be met when the Elimination Period has been completed and the appropriate claim form is received by Us.

### **Payment, Denial, and Review**

ERISA permits up to 45 days from receipt of claim for processing the claim. If a claim cannot be processed due to incomplete information, We will send a Written explanation prior to the expiration of the 45 days. A claimant is then allowed 45 days to provide all additional information requested. We are permitted two 30-day extensions for processing an incomplete claim if We determine that the extensions are necessary due to matters beyond Our control. Written notification, including a description of the circumstances requiring an extension and the date the claimant can expect a decision, will be sent to the claimant regarding the extension. If a second extension is necessary, Written notification of the extension will be provided prior to the expiration of the first extension.

In actual practice, benefits under the Group Policy will be payable sooner, providing We receive complete and proper proof of Disability. Further, if a claim is not payable or cannot be processed, We will provide a detailed Written decision, explaining of the basis for its denial. The Written decision will include:

- The specific reason(s) for the adverse determination;
- Reference to the specific plan provision(s) on which the determination is based;
- A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;
- A description of Our review procedures including time limits applicable to such procedures and the claimants' right to civil action;
- If an internal rule, guideline, protocol, other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and

that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the claimant upon request;

- If the adverse benefit determination is based on a medical necessity or experimental treatment of similar exclusion, and explanation of the scientific or clinical judgment for the determination;
- ERISA provides that the claimant has the right to bring civil action after receipt of an appeal decision. However, an additional level of voluntary appeal is allowed under the Group Policy upon request.

A claimant may file an appeal with Us if he or she disagrees with any adverse claim decision within 180 days of receipt of the notice of denial. The request for the review must include reasons why the claim decision should be changed and should include any comments, documents, records, and any other information to substantiate the claimant's claim. We will make a full and fair review of the claim. We may require additional information to make the review.

We will notify the claimant in Writing of the appeal decision within 45 days after receipt of the appeal request. If the appeal cannot be processed within the 45-day period because We did not receive the requested additional information, We are permitted a 45-day extension for the review. Written notification, including an explanation of the information We requested and the date the claimant can expect a decision, will be sent to the claimant regarding the extension.

We will provide a detailed Written decision, explaining the basis for its decision. The Written decision will include:

- The specific reason(s) for the adverse determination;
- Reference to the specific plan provision(s) on which the determination is based;
- If an internal rule, guideline, protocol, other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the claimant upon request;
- If the adverse benefit determination is based on a medical necessity or experimental treatment of similar exclusion, and explanation of the scientific or clinical judgment for the determination;
- ERISA provides that the claimant has the right to bring civil action after receipt of an appeal decision. However, an additional level of voluntary appeal is allowed under this Group Policy upon request;
- The Claimant and the plan may have other voluntary alternative dispute resolutions options, such as mediation. The Claimant or the plan can determine what resolutions may be available by contacting the local U.S. Department of Labor Office or the Vermont Healthcare Administrative office at 1-800-631-7788.

After exhaustion of the formal appeal process, the claimant may request an additional appeal. However, this appeal is voluntary and does not need to be filed before asserting rights to legal action.

For purposes of this section, "claimant" means Member.

### **Report of Payments from Other Income Sources**

When asked, you must give Us:

- a. a report of all payments from Other Income Sources; and
- b. proof of application for all such income for which you and your Dependents are eligible; and
- c. proof that any application for such income has been rejected.

### **Lump Sum Payments from Other Income Sources**

If any income from Other Income Sources are payable in a lump sum (except as described below), the lump sum will be deemed to be paid in monthly amounts prorated over the time stated. If no such time is stated, the lump sum will be prorated monthly over your expected life span. We will determine the expected life span.

Lump Sum Payments under:

- a. a retirement plan will be deemed to be paid in the monthly amount which:
  - (1) is provided by the standard annuity option under the plan as identified by the Policyholder; or
  - (2) is prorated under a standard annuity table over your expected life span (if the plan does not have a standard annuity option);
- b. a Workers' Compensation Act or other similar law (which includes benefits paid under an award or a settlement) will be deemed to be paid monthly:
  - (1) at the rate stated in the award or settlement; or
  - (2) at the rate paid prior to the lump sum (if no rate is stated in the award or settlement); or
  - (3) at the maximum rate set by law (if no rate is stated and you did not receive a periodic award).

### **Social Security Estimates**

Until exact amounts are known, We may estimate the Social Security benefits for which you and your Dependents are eligible and may include those estimates in your Other Income Sources.

If it is reasonable that you would be entitled to disability benefits under the Federal Social Security Act, We will require that you:

- a. apply for disability benefits within ten days after receipt of Written notice from Us requesting you to apply for such benefits; and
- b. give satisfactory proof within 30 days after receipt of Written notice from Us that you have applied for these benefits within the ten-day period; and
- c. request reconsideration of the application for Social Security benefits if the original application is denied, and appeal any denial or reconsideration if an appeal appears reasonable.

### **Workers' Compensation and Other Disability Coverage Estimates**

Until exact amounts are known, We may estimate the Workers' Compensation benefits and other disability coverage that provides benefits for loss of time from work that are attributable to employer contributions in whole or in part or makes payroll deductions for which you are eligible and may include those estimates in your Other Income Sources.

If it is reasonable that you would be entitled to benefits under a Workers' Compensation Act or a similar law and other disability coverage, We will require that you:

- a. apply for benefits within ten days after receipt of Written notice from Us requesting you to apply for such benefits; and
- b. give satisfactory proof within 30 days after receipt of Written notice from Us that you have applied for these benefits within the ten-day period.

### **Payments for Less Than a Full Month**

The Benefit Payable for each day of any part of a Benefit Payment Period that is less than a full month will be the monthly benefit divided by 30.

### **Right to Recover Overpayments**

If an overpayment of benefits occurs under the Group Policy, We will have the option to:

- a. reduce or withhold any future benefits We determine to be due, including the Minimum Monthly Benefit; or
- b. recover the overpayment directly from you; or
- c. take any other legal action.

### **Facility of Payment**

Benefits under the Group Policy will be payable at the end of each month of a Benefit Payment Period, provided complete and proper proof of Disability has been received by Us.

We reserve the right to offer a lump sum payment in lieu of continued monthly payments where liability has been established for a Benefit Payment Period if agreed upon by you and Us.

Any unpaid balance that remains after a Benefit Payment Period ceases will be immediately payable.

We will normally pay benefits directly to you. However, in the special instances listed below, payment will be as indicated. All payments so made will discharge Us to the full extent of those payments.

- a. If payment amounts remain due upon your death, those amounts may, at Our option, be paid to your spouse, child, parent, or estate.
- b. If We believe a person is not legally able to give a valid receipt for a benefit payment, and no guardian has been appointed, We may pay whoever has assumed the care and support of the person.

### **Examinations and Evaluations**

We have the right to require you to undergo medical evaluations, functional capacity evaluations, vocational evaluations, and/or psychiatric evaluations during the course of a claim. The examinations or evaluations will be performed by a Physician or evaluator We choose as appropriate for the condition and will be conducted at the time, place and frequency We reasonably requires. We will pay for these examinations and evaluations and will choose the Physician or evaluator to perform them. Failure to attend a medical examination or cooperate with the Physician may be cause for suspension or denial of your benefits. Failure to attend an evaluation or to cooperate with the evaluator may also be cause for suspension or denial of your benefits.

### **Legal Action**

Legal action to recover benefits under the Group Policy may not be started earlier than 90 days after proof of Disability is filed and before the appeal procedures have been exhausted. Further, no legal action may be started later than three years after that proof is required to be filed.

### **Time Limits**

Any time limits listed in this section will be adjusted as required by law.

## STATEMENT OF RIGHTS

Federal law requires that this section be included in your booklet:

As a participant in this plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA).

ERISA provides that all plan participants shall be entitled to:

### **Receive Information About Your Plan and Benefits**

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## DEFINITIONS

Several words and phrases used to describe your insurance are capitalized whenever they are used in this booklet-certificate. These words and phrases have special meanings as explained in this section.

### **Active Work; Actively at Work**

You are considered Actively at Work if you are engaged in the active performance of all of your regular duties with the intent of continuing the active performance of all said duties on an ongoing basis. Short term absence because of a regularly scheduled day off, holiday, vacation day, jury duty, funeral leave, or personal time off, or an approved FMLA leave of absence for the care of a qualified family member is considered Actively at Work provided you are able and available for active performance of all of your regular duties and were working the day immediately prior to the date of your absence.

### **Benefit Payment Period**

The period of time during which benefits are payable.

### **Current Earnings**

Your Monthly Earnings for each month that you are Disabled. This includes all sources of income from the Policyholder that comprised earnings prior to Disability such as Personal Time Off (PTO), sick pay, vacation pay, and holiday pay. Earnings from Secondary Employment are not considered Current Earnings except as identified in Secondary Employment. While Disabled, your Monthly Earnings may result from working for Policyholder or any other employer.

### **Dependent**

Any person who qualifies for benefits as a dependent under the Federal Social Security Act as a result of your Disability or retirement, whether or not residing in your home.

### **Disability; Disabled**

Residual Disability as defined in this section.

### **Elimination Period**

The period of time you must be Disabled before benefits begin to accrue. An Elimination Period starts on the date you are Disabled and must be satisfied for each period of Disability. If you are in the process of satisfying the Elimination Period, you may recover from the Disability for a period of time and then again become Disabled from the same or a different cause. A recovery will not require you to start a new Elimination Period as long as the Elimination Period is satisfied by the required number of days of Disability during a period that is twice as long as the Elimination Period. The periods of Disability will be combined to satisfy the Elimination Period. You cannot satisfy any part of the Elimination Period with any period of Disability that results from a cause for which We do not pay benefits.

### **Employee**

A person who is employed by and receives a W-2 from the Policyholder or has a direct ownership interest in the Policyholder.

### **Generally Accepted**



Treatment, service, or medication that:

- a. has been accepted as the standard of practice according to the prevailing opinion among experts as shown by (or in) articles published in authoritative, peer-reviewed medical, and scientific literature; and
- b. is in general use in the medical community; and
- c. is not under continued scientific testing or research as a therapy for the particular sickness or injury which is the subject of the claim.

### **Group Policy**

The policy of group insurance issued to the Policyholder by Us which describes benefits and provisions for insured Members.

### **Hospital**

An institution that is licensed as a Hospital by the proper authority of the state in which it is located, but not including any institution, or part thereof, that is used primarily as a clinic, convalescent home, rest home, home for the aged, nursing home, custodial care facility, or training center.

### **Income Loss Percentage**

Your Income Loss Percentage is equal to:

- a. your Indexed Predisability Earnings less any Current Earnings from your Own Occupation or any occupation; divided by
- b. your Indexed Predisability Earnings.

### **Indexed Predisability Earnings**

Your Predisability Earnings adjusted for increases in the Consumer Price Index.

### **Insurance Month**

Calendar month.

### **Maximum Monthly Benefit**

\$5,000

### **Member**

Any PERSON, residing in the United States, who is a U.S. citizen or is legally working in the United States, who is an Employee of the Policyholder and who regularly works at least 30 hours a week. Work must be at the Policyholder's usual place or places of business, at an alternative worksite at the direction of the Policyholder, or at another place to which the Employee must travel to perform his or her regular duties. This excludes any person who is scheduled to work for the Policyholder on a seasonal, temporary, contracted, or part-time basis. A person is considered to be residing in the United States if his or her main home or permanent address is in the United States or if the person is in the United States for six months or more during any 12-month period.

### **Modified Basis**

You will be considered working on a Modified Basis if you are working on a part-time basis.

### **Monthly Earnings**

For Members with no ownership interest in the business entity of the Policyholder:

On any date, your basic monthly (or monthly equivalent) wage then in force, as established by the Policyholder. Basic wage does not include commissions, stock options, tips, differential pay, housing and/or car allowance, or overtime pay. Basic wage does include bonuses and any deferred earnings under a qualified deferred compensation plan, such as contributions to Internal Revenue Code Section 401(k), 403(b), or 457 deferred compensation arrangements and any amount of voluntary earnings reduction under a qualified Section 125 Cafeteria Plan or Health Savings Account.

Bonuses will be averaged for:

- a. the one calendar year period prior to the date Disability begins, if you have been employed for at least one calendar year(s); or
- b. the completed months of employment prior to the date Disability begins, if you have been employed for less than one calendar year(s).

For Members with a direct ownership interest in the business entity of the Policyholder, such as, but not limited to, an owner of a sole proprietorship, a partner in a partnership, a shareholder of a corporation or subchapter S-corporation, or a member of a limited liability company or limited liability partnership, Monthly Earnings on any date are based on an average of the following earnings as reported for Federal Income Tax purposes for the last two calendar year(s), assuming the owner meets all eligibility requirements:

- a. your share (based on ownership or contractual agreement) of the gross revenue or income earned by the Policyholder, including income earned by you and others under your supervision or direction; less
- b. your share of expenses (based on ownership or contractual agreement) that is deductible for Federal Income Tax purposes, and does not exceed the expenses before Disability began to the extent that your share of letter b. does not exceed your share of letter a.; plus
- c. the salary, benefits, and other forms of compensation which are payable to you, and any contributions to a pension or profit sharing plan made on your behalf by the Policyholder.

With respect to a Member with an ownership interest of less than two calendar years. We will use the amounts of a., b., and c. as described above during the completed months of direct ownership divided by the number of such completed months of direct ownership.

Monthly Earnings do not include any form of unearned income such as dividends, rent, interest, capital gains, income received from any form of deferred compensation, retirement, pension plan, income from royalties, or disability benefits.

### **Other Income Sources**

- a. all disability payments for the month that you and your Dependents receive (or would have received if complete and timely application had been made) under the Federal Social Security Act, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and
- b. if you have reached Social Security Normal Retirement Age or older, all retirement payments for the month that you and your Dependents receive (or would have received if complete and timely application had been made) under the

Federal Social Security Act, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and

- c. if you are less than Social Security Normal Retirement Age, all retirement payments for the month that you and your Dependents receive under the Federal Social Security Act, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and
- d. all payments for the month that you receive from a permanent or temporary award or settlement under a Workers' Compensation Act, or other similar law, whether or not liability is admitted. Payments that are specifically set out in an award or settlement as medical benefits, rehabilitation benefits, income benefits for fatal injuries or income benefits for scheduled injuries involving loss or loss of use of specific body members will not be considered an Other Income Source; and
- e. all payments for the month that you receive (or would have received if complete and timely application had been made) under a policy that provides benefits for loss of time from work, if the Policyholder pays a part of the cost or makes payroll deductions for that coverage; and
- f. all payments for the month that you receive or are eligible to receive under another group disability insurance policy sponsored by the Policyholder; and
- g. all payments for the month that you receive under any state disability plan; and
- h. all sick pay, salary continuance payments, personal time off, severance pay, for the month that you receive from the Policyholder; and
- i. all retirement payments attributable to employer contributions and all disability payments attributable to employer contributions for the month that you receive under a pension plan sponsored by the Policyholder. A pension plan is a defined benefit plan or defined contribution plan providing disability or retirement benefits for employees. A pension plan does not include a profit sharing plan, a thrift savings plan, a non-qualified deferred compensation plan, a plan under Internal Revenue Code Section 401(k) or 457, an Individual Retirement Account (IRA), a Tax Deferred Sheltered Annuity (TSA) under Internal Revenue Code Section 403(b), a stock ownership plan, or a Keogh (HR-10) plan with respect to partners; and
- j. all payments for the month that you receive for loss of income under no-fault auto laws. Supplemental disability benefits purchased under a no-fault law will not be counted; and
- k. all renewal commissions for the month that you receive from the Policyholder; and
- l. all payments for the month that you receive under state unemployment laws.

**NOTE:**

If any sick pay, salary continuance payments, personal time off, severance pay, or loss of time from work payments specified above are attributable to individual disability insurance policies, the payments will not be considered an Other Income Source.

Any retirement payments you receive under the Federal Social Security Act or a pension plan which you had been receiving in addition to your Monthly Earnings prior to a claim for Disability, will not be considered an Other Income Source.

Military or Veterans Administration disability or retirement payments will not be considered an Other Income Source.

After the initial deduction for each of the Other Income Sources, benefits will not be further reduced due to any cost of living increases payable under the above stated sources.

Withdrawal of pension plan benefits by you for the purpose of placing the benefits in a subsequent pension plan or a deferred compensation plan will not be considered an Other Income Source unless you withdraw pension benefits from the subsequent pension plan or defined compensation plan due to disability or retirement.

Any income you receive for services rendered prior to your date of Disability will not be considered Other Income Sources.

### **Own Occupation**

The occupation you are routinely performing when Disability begins. Own Occupation does not mean the specific tasks or job you are performing for the Policyholder or at a specific location.

### **Own Occupation Period**

The first two year(s) of the Benefit Payment Period.

### **Physician**

- a. A licensed Doctor of Medicine (M.D.) or Osteopathy (D.O.); or
- b. any other licensed health care practitioner that state law requires be recognized as a Physician under this Group Policy.

### **Policyholder**

FIRST LIGHT TECHNOLOGIES, INC..

### **Predisability Earnings**

Your Monthly Earnings in effect prior to the date Disability begins.

### **Primary Monthly Benefit**

66 2/3% of your Predisability Earnings. The Primary Monthly Benefit will not exceed the Maximum Monthly Benefit of \$5,000.

### **Proof of Good Health**

Written evidence that a person is insurable under Our underwriting standards. This proof must be provided in a form satisfactory to Us.

### **Reasonable Accommodation**

Changes in your work environment or in the way a job is performed which allows you to perform the essential functions of that job.

### **Regular and Appropriate Care**

You will be considered to be receiving Regular and Appropriate Care if you:

- a. are evaluated in person by a Physician; and
- b. receive treatment appropriate for the condition causing the Disability; and
- c. undergo evaluations and treatment that is provided by a Physician whose specialty is appropriate for the condition causing the Disability; and
- d. undergo evaluations and treatment at a frequency intended to return you to full-time work; and
- e. pursue reasonable treatment options or recommendations to achieve maximum medical improvement.

We may require you to have your Physician provide Us with a Written evaluation and treatment plan for the condition causing the Disability, which meets Generally Accepted medical standards and is satisfactory to Us.

We may waive in Writing to you, the Regular and Appropriate Care requirement if it is determined by Us that continued care would be of no benefit to you.

**Residual Disability; Residually Disabled**

You will be considered Residually Disabled if, solely and directly because of sickness, injury, or pregnancy:

During the Elimination Period and the Own Occupation Period, one of the following applies:

- a. You cannot perform the majority of the Substantial and Material Duties of your Own Occupation.
- b. You are performing the duties of your Own Occupation on a Modified Basis or any occupation and are unable to earn more than 80% of your Indexed Predisability Earnings.

After completing the Elimination Period and the Own Occupation Period, one of the following applies:

- a. You cannot perform the majority of the Substantial and Material Duties of any occupation for which you are or may reasonably become qualified based on education, training, or experience.
- b. You are performing the Substantial and Material Duties of your Own Occupation or any occupation on a Modified Basis and are unable to earn more than 80 % of your Indexed Predisability Earnings.

The loss of a professional or occupational license or certification does not, in itself, constitute a Disability.

**Residual Disability; Residually Disabled (for Pilots)**

You will be considered Residually Disabled if, solely and directly because of sickness, injury, or pregnancy:

During the Elimination Period and the Benefit Payment Period, one of the following applies:

- a. You cannot perform the majority of the Substantial and Material Duties of any occupation for which you are or may reasonably become qualified based on education, training, or experience.
- b. You are performing the Substantial and Material Duties of your Own Occupation or any occupation on a Modified Basis and are unable to earn more than 80% of your Indexed Predisability Earnings.

The loss of a professional or occupational license or certification does not, in itself, constitute a Disability.

**Secondary Employment**

Employment you are engaged in with an employer, other than the Policyholder, prior to the date Disability begins. Earnings from Secondary Employment will be determined by using the average monthly earnings over the six calendar months just prior to the date of Disability. Any post disability increase above the average monthly earnings will be considered Current Earnings.

**Signed or Signature**

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

**Social Security Normal Retirement Age (SSNRA)**

Social Security Normal Retirement Age as defined by the Social Security Administration on the date Disabled.

<u>Year of Birth</u>	<u>Normal Retirement Age</u>
Before 1938	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 - 1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
After 1959	67

**Substantial and Material Duties**

The essential tasks generally required by employers from those engaged in a particular occupation that cannot be modified or omitted. If you routinely work on average 40 hours or more per week, We will consider you able to perform the Substantial and Material Duties of an occupation if you are working, or have the capacity to work, 40 hours per week.

**We, Us, and Our**

Principal Life Insurance Company, Des Moines, Iowa.

**Written or Writing**

A record which is on or transmitted by paper or electronic media, and which is consistent with applicable law.

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**Plan Arranged By**

**HICKOK & BOARDMAN FINANCIAL PL**

346 SHELBURNE RD FL 5

BURLINGTON VT

05401-4935



**Principal Life Insurance Company**

Des Moines, Iowa 50392-0002