

**KANAWHA INSURANCE COMPANY**

**210 SOUTH WHITE STREET, POST OFFICE BOX 610  
LANCASTER, SOUTH CAROLINA 29721-0610**

**TELEPHONE 1-800-233-4013**

CERTIFICATE OF GROUP SHORT TERM DISABILITY INSURANCE FOR:

City of Gallatin, Tennessee

All Active Full Time Employees

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## CERTIFICATE OF GROUP SHORT TERM DISABILITY INSURANCE

**Policyholder:** City of Gallatin, Tennessee

**Policy Number:** 614663

**Policy Effective Date:** 07/01/2012

**Policy Anniversary Date:** July 1

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and The Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for the Company



Joan O. Lenahan

Vice President and Corporate Secretary



R. Dale Vaughan

President

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*A note on capitalization in this certificate:*

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

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## SCHEDULE OF INSURANCE

The Policy of short term Disability insurance provides You with short term income protection if You become Disabled from a covered Injury, Sickness or pregnancy.

**The benefits described herein are those in effect as of 07/01/2012.**

### **COST OF COVERAGE:**

You do not contribute toward the cost of coverage.

**Eligible Class(es) For Coverage:** All Full-time Active Employees in class; All Active Full Time Employees who are citizens or legal residents of the United States, its territories and protectorates; excluding temporary, leased or seasonal employees.

Full-time Employment: at least 25 hours weekly.

**Weekly Benefit:** The lesser of:

- 60% of your Pre-disability Earnings; or
- \$1000.

reduced by Other Income Benefits.

**Minimum Weekly Benefit:** \$25

The **Maximum Duration of Benefits** for a Disability is:

- 22 weeks if caused by Injury; or
- 22 weeks if caused by Sickness.

### **BENEFITS COMMENCE:**

- for Disability caused by Injury: on the 30<sup>th</sup> consecutive day of Total Disability or Disabled and Working;
- for Disability caused by Sickness: on the 30<sup>th</sup> consecutive day of Total Disability or Disabled and Working

### **ELIGIBILITY WAITING PERIOD FOR COVERAGE**

- You will be eligible for coverage as stated in the master application - if You are Actively at Work for the Employer on the Policy Effective Date; or
- You will be eligible for coverage as stated in the master application - if You start working for the Employer after the Policy Effective Date.

The number of days referenced above is continuous calendar days. The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time Active Employee with the Employer under the Prior Policy.

## DEFINITIONS

**Actively at Work** means at work with the Employer on a day that is one of the Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your Occupation:

- in the usual way; and
- for Your usual number of hours.

We will consider You Actively at Work on a day that is not a scheduled work day only if You were Actively at Work on the preceding scheduled work day.

**Active Employee** means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

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

- the Employer; and
- other employment;

while You are Disabled and eligible for the Disabled and Working Benefit.

**Disabled and Working** means that You are prevented by:

- Injury;
- Sickness;
- Mental Illness;
- Substance Abuse; or
- Pregnancy

from performing some, but not all of the Essential Duties of Your Occupation, are working on a part-time or limited duty basis and, as a result, Your Weekly Earnings are more than 20%, but are less than or equal to 80% of Your Pre-disability Earnings.

**Disability or Disabled** means Total Disability or Disabled and Working Disability.

**Employer** means the Policyholder.

## DEFINITIONS (continued)

**Essential Duty** means a duty that:

- is substantial, not incidental;
- is fundamental or inherent to the occupation; and
- cannot be reasonably omitted or changed.

Your ability to work the number of hours in Your regularly scheduled workweek is an Essential Duty.

**Injury** means bodily injury resulting:

- directly from accident; and
- independently of all other causes;

which occurs while You are covered under The Policy. However, an Injury will be considered a Sickness if Your Disability begins more than 30 days after the date of the accident.

**Mental Illness** means a mental disorder as listed in the current version of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association. A Mental Illness may be caused by biological factors or result in physical symptoms or manifestations.

For the purpose of The Policy, Mental Illness does not include the following mental disorders outlined in the Diagnostic and Statistical Manual of Mental Disorders:

Mental Retardation;

- Pervasive Developmental Disorders;
- Motor Skills Disorder;
- Substance-Related Disorders;
- Delirium, Dementia, and Amnesic and Other Cognitive Disorders; or
- Narcolepsy and Sleep Disorders related to a General Medical Condition.

## DEFINITIONS (continued)

### **Other Income Benefits**

means the amount of any benefit for loss of income, provided to You or to Your family, as a result of the period of Disability for which You are claiming benefits under The Policy. This includes any such benefits for which You or Your family are eligible or that are paid to You, to Your family or to a third party on Your behalf, pursuant to any:

- temporary, permanent disability, or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- governmental law or program that provides disability or unemployment benefits as a result of Your job with the Employer;
- plan or arrangement of coverage, whether insured or not, which is received from the Employer as a result of employment by or association with the Employer or which is the result of membership in or association with any group, association, union or other organization;
- mandatory "no-fault" automobile insurance plan;
- disability benefits under:
  - the United States Social Security Act or alternative plan offered by a state or municipal government;
  - the Railroad Retirement Act;
  - the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
  - similar plan or act;

that You, Your spouse and/or children, are eligible to receive because of Your Disability; or

- disability benefit from the Department of Veterans Affairs, or any other foreign or domestic governmental agency:
  - that begins after You become Disabled; or
  - that You were receiving before becoming Disabled, but only as to the amount of any increase in the benefit attributed to Your Disability.

## DEFINITIONS (continued)

Other Income Benefits also means any payments that are made to You or to Your family, or to a third party on Your behalf, pursuant to any:

- disability benefit under the Employer's Retirement plan;
- temporary, permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for Your loss of earnings; or
- retirement benefit from a Retirement Plan that is wholly or partially funded by employer contributions, unless:
  - You were receiving it prior to becoming Disabled; or
  - You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement;

(Other Income Benefits will not include the portion, if any, of such retirement benefit that was funded by Your after-tax contributions.); or

- retirement benefits under:
  - the United States Social Security Act or alternative plan offered by a state or municipal government;
  - the Railroad Retirement Act;
  - the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan;
  - similar plan or act;

that You, Your spouse and children receive because of Your retirement, unless You were receiving them prior to becoming Disabled.

If You are paid Other Income Benefits in a lump sum or settlement, You must provide proof satisfactory to Us of:

- the amount attributed to loss of income; and
- the period of time covered by the lump sum or settlement.

We will pro-rate the lump sum or settlement over this period of time. If You cannot or do not provide this information, We will assume the entire sum to be for loss of income, and the time period to be 24 months. We may make a retroactive allocation of any retroactive Other Income Benefit. A retroactive allocation may result in an overpayment of Your claim.

## DEFINITIONS (continued)

The amount of any increase in Other Income Benefits will not be included as Other Income Benefits if such increase:

- takes effect after the date benefits become payable under The Policy; and
- is a general increase which applies to all persons who are entitled to such benefits.

### **Physician**

means a person who is:

- a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art who treats patients on a regular basis, that We recognize or are required by law to recognize;
- licensed to practice and prescribe and administer drugs or to perform surgery in the jurisdiction where care is being given;
- practicing within the scope of that license; and
- not You or your business partner or Related to You by blood, marriage or adoption.

### **Pre-disability Earnings**

means Your contracted annual rate of pay from Your Employer, divided by 52 weeks.

Pre-disability Earnings shall:

- include contributions you make through a salary reduction agreement with the Employer to:
  - an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
  - an executive non qualified deferred compensation arrangement; or
  - a salary reduction arrangement under an IRC Section 125 plan; and shall
- not include income received from:
  - bonuses;
  - commissions;
  - overtime pay;
  - wages for extra-curricular school activities or programs;
  - Your employer's contribution on Your behalf to a retirement Plan or deferred compensation arrangement.

If we determine your earnings vary substantially from week to week, we may determine Your rate of pay by averaging Your earnings over the most recent 13 weeks.

## DEFINITIONS (continued)

- Prior Policy** means the short term disability insurance carried by the Employer on the day before the Policy Effective Date.
- Regular Care of a Physician** means that You are being treated by a Physician:
- whose medical training and clinical experience are suitable to treat Your disabling condition; and
  - whose treatment is:
    - consistent with the diagnosis of the disabling condition;
    - according to guidelines established by medical, research, and rehabilitative organizations; and
    - administered as often as needed;
- to achieve the maximum medical improvement.
- Rehabilitative Employment** means employment or service which:
- prepares a Disabled person to resume gainful work; and
  - is approved, in writing, by Us.
- Related** means Your spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild or similar relationship in law.
- Retirement Plan** means a defined benefit or defined contribution plan that provides benefits for Your retirement and which is not funded wholly by Your contributions. It does not include:
- a profit sharing plan;
  - thrift, savings or stock ownership plans;
  - a non-qualified deferred compensation plan; or
  - an individual retirement account (IRA), a tax sheltered annuity (TSA), Keogh Plan, 401(k) plan, 403(b) plan or 457 deferred compensation arrangement.
- Sickness** means a Disability which is:
- caused or contributed to by:
    - any condition, illness, disease or disorder of the body;
    - any infection, except a pus-forming infection of an accidental cut or wound or bacterial infection resulting from an accidental ingestion of a contaminated substance;

## DEFINITIONS (continued)

- hernia of any type unless it is the immediate result of an accidental Injury covered by The Policy; or
- pregnancy; or
- caused or contributed to by any medical or surgical treatment for a condition shown in the bulleted item above.

**Substance Abuse** means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

- impairments in social and/or occupational functioning;
- debilitating physical condition;
- inability to abstain from or reduce consumption of the substance; or
- the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

**The Policy** means the policy which We issued to The Policyholder under the policy number shown on the face page.

**Total Disability or Totally Disabled** means that You are prevented by:

- Injury;
- Sickness;
- Mental Illness;
- Substance Abuse; or
- Pregnancy;

from performing the Essential Duties of Your Occupation, and as a result, You are earning 20% or less of Your Pre-Disability Earnings.

**We, Our, or Us** means the insurance company named on the face page of The Policy.

**Weekly Benefit** means a weekly sum payable to You while You are Disabled, subject to the terms of The Policy.

**Your Occupation** means Your Occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job You are performing for a specific employer or at a specific location.

**You or Your** means the person to whom this certificate is issued.

## ELIGIBILITY AND ENROLLMENT

- Eligible Persons:** *Who is Eligible for Coverage?* All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.
- Eligibility for Coverage:** *When will I become Eligible?* You will become eligible for coverage on the later of:
- the Policy Effective Date; or
  - the date on which You complete the Eligibility Waiting Period for Coverage.
- See the Schedule of Insurance for the Eligibility Waiting Period for Coverage.
- Enrollment:** *How do I enroll for coverage?* All eligible Active Employees will be enrolled automatically by the Employer.
- Evidence of Insurability:** *What is Evidence of Insurability?* Evidence of Insurability may include, but will not be limited to:
- a completed and signed application approved by Us;
  - a medical examination; and
  - any additional information and attending Physicians' statements.
- All Evidence of Insurability will be furnished at Your expense. We will then determine if You are insurable under The Policy.

## PERIOD OF COVERAGE

**Effective Date:** If You are not required to contribute toward The Policy's cost, Your coverage will start:  
*When does my coverage start?*

- for benefit amounts not requiring Evidence of Insurability, on the date You become eligible; or
- for benefit amounts requiring Evidence of Insurability, on the date We approve such evidence.

**Deferred Effective Date:** If You are absent from work due to:  
*Will my coverage start or an increase in my coverage take effect if I am not Actively at Work on the date my coverage is to start or increase?*

- accidental bodily injury;
- Sickness;
- Mental Illness;
- Substance Abuse; or
- pregnancy;

on the date Your insurance or increase in coverage would otherwise have become effective, Your insurance, or increase in coverage will not become effective until You are Actively at Work one full day.

**Continuity From A Prior Policy:** *Is there continuity of coverage from a Prior Policy?*

If You were:

- insured under the Prior Policy; and
- not eligible to receive benefits under the Prior Policy;

on the day before the Policy Effective Date, the Deferred Effective Date provision will not apply.

*Do I have to satisfy an Elimination Period under The Policy if I was Disabled under the Prior Policy?*

If You received weekly benefits for disability under the Prior Policy, and You returned to work as a Full-time Active Employee before The Policy Effective Date, then, if within 6 months of Your return to work:

- You have a recurrence of the same disability while covered under The Policy; and
- there are no benefits available for the recurrence under the Prior Policy;

the Elimination Period, which would otherwise apply, will be waived if the recurrence would have been covered without any further elimination period under the Prior Policy.

## PERIOD OF COVERAGE (continued)

**Termination:**  
*When will my  
coverage stop?*

Your coverage will end on the earliest of the following:

- the date The Policy terminates;
- the date The Policy no longer insures Your class;
- the date premium payment is due but not paid by the Employer;
- the last day of the period for which You make any required premium contribution;
- the last day of the month on or next following the month in which Your Employer terminates Your employment;
- the date You cease to be a Full-time Active Employee in an eligible class for any reason, unless coverage is extended under the Continuation Provisions.

**Continuation  
Provisions:**  
*Can my  
insurance be  
continued?*

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

- is subject to any reductions in the Policy;
- is subject to payment of premium by the Employer; and
- terminates when the Policy terminates, coverage for Your class terminates.

In any event, Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before Your coverage was continued. Coverage may be continued in accordance with the above restrictions and as described below:

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

## PERIOD OF COVERAGE (continued)

**Coverage while**

**Disabled:** *Does my insurance continue while I am Disabled and no longer an Active Employee?*

If You are Disabled and You cease to be an Active Employee, Your insurance will be continued:

- while You remain Disabled; and
- until the end of the period for which You are entitled to receive short term Disability Benefits provided premiums for Your coverage continue to be paid.

After short term Disability benefit payments have ceased, Your insurance will be reinstated, provided:

- You return to work for one full day as a Full-time Active Employee in an eligible class;
- The Policy remains in force; and
- the premiums for You were paid during Your Disability, and continue to be paid.

**Extension of Benefits for Disability:** *Do my benefits continue if the Policy terminates?*

If You are entitled to benefits while Disabled and The Policy terminates, benefits:

- will continue as long as You remain Disabled by the same Disability; but
- will not be provided beyond the date We would have ceased to pay benefits had the insurance remained in force.

Termination of The Policy for any reason will have no effect on Our liability under this provision.

## BENEFITS

**Disability Benefit:** *When do I qualify for Disability Benefits?*

If, while covered under this Benefit, You:

- become Totally Disabled;
- remain Totally Disabled; and
- submit Proof of Loss to Us;

We will pay the Weekly Benefit.

The amount of any Weekly Benefit payable will be reduced by:

- the total amount of all Other Income Benefits, including any amount for which You could collect but did not apply; and
- any income received from the Employer for the period You are Totally Disabled.

**Minimum Weekly Benefit:** *Is there a Minimum Weekly Benefit?*

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

**Partial Week Payment:** *How is a benefit calculated for a period of less than a week?*

If a Weekly Benefit is payable for less than a week, We will pay 1/5 of the Weekly Benefit for each day You were Disabled.

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

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

- due to the same cause; or
- due to a related cause; and
- within 15 consecutive calendar days of the return to work;

the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided The Policy remains in force.

If You return to work as an Active Employee for 15 consecutive days or more, any recurrence of a Disability will be treated as a new Disability.

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

## BENEFITS (continued)

<b>Multiple Causes:</b> <i>How long will benefits be paid if a period of Disability is extended by another cause?</i>	<p>If a period of Disability is extended by a new cause while Weekly Benefits are payable, Weekly Benefits will continue while You remain Disabled, subject to the following:</p> <ul style="list-style-type: none"><li>• Weekly Benefits will not continue beyond the end of the original Maximum Duration of Benefits; and</li><li>• any Exclusions and Pre-existing Conditions Limitations will apply to the new cause of Disability.</li></ul>
<b>Termination of Benefit Payment:</b> <i>When will my benefit payments end?</i>	<p>Benefit payments will stop on the earliest of:</p> <ul style="list-style-type: none"><li>• the date You are no longer Disabled;</li><li>• the date You fail to furnish Proof of Loss;</li><li>• the date You are no longer under the Regular Care of a Physician;</li><li>• the date You refuse Our request that You submit to an examination by a Physician or other qualified medical professional;</li><li>• the date of Your death;</li><li>• the date You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition;</li><li>• the last day benefits are payable according to the Maximum Duration of Benefits;</li><li>• the date Your Current Weekly Earnings are equal to or greater than 80% of Your Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation; or</li><li>• the date no further benefits are payable under any provision in The Policy that limits benefit duration.</li></ul>
<b>Disabled and Working Benefits:</b> <i>How are benefits paid when I am Disabled and Working?</i>	<p>If, while covered under this benefit, You are Disabled and Working, as defined, We will use the following calculation to determine Your Weekly Benefit:</p> $\text{Weekly Benefit} = \frac{(A - B) \times C}{A}$ <p>Where A = Your Pre-disability Weekly Earnings. B = Your Current Weekly Earnings. C = The Weekly Benefit payable if You were Totally Disabled.</p> <p>If You are participating in a program of Rehabilitative Employment approved by Us, We will determine Your Weekly Benefit by the Rehabilitative Employment Benefit.</p> <p>Days which You are Disabled and Working may be used to satisfy the Benefits Commence Period.</p>

## BENEFITS (continued)

**Rehabilitative Employment Benefit:** *What happens to my benefits if I accept Rehabilitative Employment?*

If, while You are Totally Disabled or Disabled and Working, You accept Rehabilitative Employment, We will continue to pay a Weekly Benefit.

The Weekly Benefit We will pay will be equal to Your Total Disability Weekly Benefit, less 50% of any income received from the Rehabilitative Employment.

The sum of the Weekly Benefit and total income received from Rehabilitative Employment may not exceed 100% of Your Pre-disability Earnings. If this sum exceeds the Pre-disability Earnings, the Weekly Benefit paid by Us will be reduced by the excess amount.

We reserve the right to review any Rehabilitative Employment You participate in while benefits are being paid under The Policy.

If You remain Totally Disabled or Disabled and Working after a period of Rehabilitative Employment, You may continue to receive benefits under the Total Disability Benefit or Disabled and Working, subject to the Maximum Payment Period for such benefit.

## EXCLUSIONS AND LIMITATIONS

**Exclusions:**

*What Disabilities  
are not covered?*

The Policy does not cover, and We will not pay a benefit for any Disability:

- unless You are under the Regular Care of a Physician;
- that is caused or contributed to by war or act of war (declared or not);
- caused by Your commission of or attempt to commit a felony;
- caused or contributed to by Your being engaged in an illegal occupation;
- caused or contributed to by an intentionally self-inflicted Injury;
- for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; or
- sustained as a result of doing any work for pay or profit for any/another employer, including self-employment.

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

- was sponsored by the Employer; and
- was terminated before the Effective Date of The Policy,

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

## GENERAL PROVISIONS

**Notice of Claim:** *When should I notify the Company of a claim?*

You must give Us, written notice of a claim within 30 days after Disability or loss occurs. If You cannot give notice within that time, You must give it to Us as soon as reasonably possible. Such notice must include Your name, Your address and the Policy Number.

**Claim Forms:** *Are special forms required to file a claim?*

We will send forms to You to provide Proof of Loss, within 15 days of receiving a Notice of Claim. If We do not send the forms within 15 days, You may submit any other written proof which fully describes the nature and extent of Your claim.

**Proof of Loss:** *What is Proof of Loss?*

Proof of Loss may include but is not limited to the following:

- documentation of:
  - the date Your Disability began;
  - the cause of Your Disability;
  - the prognosis of Your Disability;
  - Your Pre-disability Earnings, Current Weekly Earnings or any income, including but not limited to copies of Your filed and signed federal and state tax returns; and
  - evidence that You are under the Regular Care of a Physician;
- any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- the names and addresses of all:
  - Physicians or other qualified medical professionals You have consulted;
  - hospitals or other medical facilities in which You have been treated; and
  - pharmacies which have filled Your prescriptions within the past three years;
- Your signed authorization for Us to obtain and release:
  - medical, employment and financial information; and
  - any other information We may reasonably require;
- Your signed statement identifying all Other Income Benefits; and
- proof that You and Your dependents have applied for all Other Income Benefits which are available.

You will not be required to claim any retirement benefits which You may only get on a reduced basis. All proof submitted must be satisfactory to Us.

## GENERAL PROVISIONS (continued)

**Additional Proof of Loss:**  
*What additional proof of loss is the Company entitled to?*

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

- meet and interview with our representative; and
- be examined by a Physician, vocational expert, functional expert, or other medical or vocational professional of Our choice.

Any such interview, meeting or examination will be:

- at Our expense; and
- as reasonably required by us.

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

**Sending Proof of Loss:** *When must proof of Loss be given?*

Written Proof of Loss must be sent to Us within 90 days after the start of the period for which We are liable for payment. If proof is not given by the time it is due, it will not invalidate nor reduce the claim if:

- it was not possible to give proof within the required time; and
- proof is given as soon as possible; but
- not later than 1 year after it is due, unless You are not legally competent.

We may request Proof of Loss throughout Your Disability. In such cases, We must receive the proof within 30 days of the request.

**Claim Payment:**  
*When are benefit payments issued?*

When We determine that You;

- are Disabled; and
- eligible to receive benefits;

We will pay accrued benefits at the end of each month that You are Disabled. We may, at Our option, make an advance benefit payment based on Our estimated duration of Your Disability. If any payment is due after a claim is terminated, it will be paid as soon as Proof of Loss satisfactory to Us is received.

Benefits are not payable for any period during which You are confined to a penal or correctional institution if the period of confinement exceeds 30 days.

## GENERAL PROVISIONS (continued)

**Claims to be Paid:** *To whom will benefits for my claim be paid?*

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 \$1000 to a person who is Related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

**Claim Denial:** *What notification will I receive if my claim is denied?*

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written notification will:

- give the specific reason(s) for the denial;
- make specific reference to the Policy provisions on which the denial is based;
- provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- provide an explanation of the review procedure.

**Claim Appeal:** *What recourse do I have if my claim is denied?*

On any claim, You or Your representative may appeal to Us for a full and fair review. To do so:

- You must request a review upon written application within:
  - 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
  - 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- You may request copies of all documents, records, and other information relevant to Your claim; and
- You may submit written comments, documents, records and other information relating to Your claim.

We will respond to You in writing with Our final decision on the claim.

## GENERAL PROVISIONS (continued)

**Social Security:**  
*When must I  
apply for Social  
Security  
Benefits?*

Upon Our request, You must apply for Social Security disability benefits if the disability qualifies, when the length of Your Disability meets the minimum duration required to apply for such benefits. You must apply within 45 days from the date of Our request. If the Social Security Administration denies Your eligibility for benefits, You will be required:

- to follow the process established by the 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.

**Benefit  
Estimates:** *How  
does the  
Company  
estimate  
Disability  
benefits under  
the United States  
Social Security  
Act?*

We reserve the right to reduce Your Weekly Benefit by estimating the Social Security disability benefits You or Your spouse and children may be eligible to receive.

When We determine that You or Your Dependent may be eligible for benefits, We may estimate the amount of these benefits. We may reduce Your Weekly Benefit by the estimated amount.

Your Weekly Benefit will not be reduced by estimated Social Security disability benefits if:

- You apply for Social Security disability benefits and pursue all required appeals in accordance with the Social Security provision; and
- You have signed a form authorizing the Social Security Administration to release information about awards directly to Us; and
- You have signed and returned Our reimbursement agreement, which confirms that You agree to repay all overpayments.

If We have reduced Your Weekly Benefit by an estimated amount and:

- You or Your Dependent are later awarded Social Security disability benefits, We will adjust Your Weekly Benefit when We receive proof of the amount awarded, and determine if it was higher or lower than Our estimate; or
- Your application for Social Security disability benefits has been denied, We will adjust Your Weekly Benefit when You provide Us proof of final denial from which You cannot appeal from an Administrative Law Judge of the Office of Hearing and Appeals.

If Your Social Security benefits were lower than we estimated, and We owe You a refund, We will make such refund in a lump sum. If Your Social Security Benefits were higher than we estimated, and If Your Weekly Benefit has been overpaid, You must make a lump sum refund to Us equal to all overpayments, in accordance with the Overpayment Recovery provision.

## GENERAL PROVISIONS (continued)

**Overpayment:**  
*When does an overpayment occur?*

An overpayment occurs:

- when We determine that the total amount We have paid in benefits is more than the amount that was due to You under the Policy; or
- when payment is made by Us that should have been made under another group policy.

This includes, but is not limited to, overpayments resulting from:

- retroactive awards received from sources listed in the Other Income Benefits definition;
- failure to report, or late notification to Us of any Other Income Benefit(s) or earned income;
- misstatement;
- fraud; or
- any error We may make.

**Overpayment Recovery:** *How does the Company exercise the right to recover overpayments?*

We have the right to recover from You any amount that We determine to be an overpayment. You have the obligation to refund to Us any such amount. Our rights and Your obligations in this regard may also be set forth in the reimbursement agreement You will be required to sign when You become eligible for benefits under this Policy. If overpayment is the result of Our error, We must make our request for reimbursement within 18 months of the date of such overpayment.

The calculation of the overpayment shall not include payments that were made more than 18 months before You were notified of the overpayment, except:

- when You were not eligible for coverage;
- when You did not provide complete information to Us;
- for fraud or material misstatements; or
- when You have agreed to make a refund to Us in the event of any overpayment of Your claim.

If benefits are overpaid on any claim, You must reimburse Us within 30 days.

If reimbursement is not made in a timely manner, We have the right to:

- recover such overpayments from:
  - You;
  - any other organization;

## GENERAL PROVISIONS (continued)

- any other insurance company;
- any other person to or for whom payment was made; and
- Your estate.
- reduce or offset against any future benefits payable to You or Your survivors, including the Minimum Weekly Benefit, until full reimbursement is made. Payments may continue when the overpayment has been recovered;
- refer Your unpaid balance to a collection agency; and

pursue and enforce all legal and equitable rights in court.

### **Subrogation:**

*What are the Company's subrogation rights?*

If You:

- suffer a Disability because of the act or omission of a Third Party;
- become entitled to and are paid benefits under The Policy in compensation for lost wages; and
- do not initiate legal action for the recovery of such benefits from the Third Party in a reasonable period of time;

then We will be subrogated to any rights You may have against the Third Party and may, at Our option, bring legal action against the Third Party to recover any payments made by Us in connection with the Disability.

Third Party as used in this provision means any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under the Policy.

### **Reimbursement:**

*What are the Company's Reimbursement Rights?*

We have the right to request to be reimbursed for any benefit payments made or required to be made under the Policy for a Disability for which You recover payment for loss wages from a Third Party.

The right of reimbursement is limited to the funds designated for loss of wages unless the party was made whole, not compensated for the loss wages.

If You recover payment from a Third Party as:

- a legal judgment;
- an arbitration award; or
- a settlement or otherwise;

You must reimburse Us for the lesser of:

- the amount of payment made or required to be made by Us; or
- the amount recovered from the Third Party less any reasonable legal fees associated with the recovery.

## GENERAL PROVISIONS (continued)

**Legal Actions:**  
*When can legal action be taken against Us?*

Legal action cannot be taken against Us:

- sooner than 60 days after the date proof of loss is given; or
- 3 years after the date written Proof of Loss is required to be given according to the terms of The Policy.

**Insurance Fraud:** *How does the Company deal with fraud?*

Insurance Fraud occurs when You and/or Your Employer provide Us with false information or files a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You and/or Your Employer commit Insurance Fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit Insurance Fraud. We will pursue all available legal remedies if You and/or Your Employer perpetrate Insurance Fraud.

**Misstatements:**  
*What happens if facts are misstated?*

If material facts about You were not stated accurately:

- Your premium may be adjusted; and
- the true facts will be used to determine if, and for what amount, coverage should have been in force.

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

**Policy Interpretation:**  
*Who interprets the terms and conditions of The Policy?*

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. This provision applies where the interpretation of The Policy is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

**HUMANA**<sup>®</sup>  
*Specialty Benefits*

Toll Free 1-800-233-4013  
210 South White Street, Post Office Box 610  
Lancaster, South Carolina 29721-0610

Insured by Kanawha Insurance Company