AMENDMENT NO. 4
Short Term Disability Income Insurance

This amendment forms a part of the Group Policy No. 01 016857 03 and the certificate of coverage.

Policyholder: Tropical Shipping USA, LLC

It is agreed that the following change is hereby made to the above-referenced Group Policy and Certificate:

Class 1:
Effective July 1, 2020:

The following is amended:
What happens if you have a temporary recovery but you become disabled again due to the same injury or sickness as a prior disability?

The following page is affected by this change and is therefore replaced:
GDC-4500 12/05 (EE-4S-13 Rev 3/99)

The effective date of this change is July 1, 2020, but will not be effective prior to your effective date of coverage. This change only applies to disabilities which start on or after this effective date. All other terms and provisions of the policy will apply other than as stated in this amendment.

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AMENDMENT NO. 00

This amendment forms a part of the Group Policy No. 01 016857 03 and the certificate of coverage.

Policyholder: Tropical Shipping USA, LLC

It is agreed that the following changes are hereby made to the above-referenced Group Policy and Certificate:

1. **The following text on the COVER PAGE of the Certificate, page C-1, is hereby revised as follows:**

   Delete: When making a benefit determination under the policy, we have discretionary authority to determine your eligibility for benefits and to interpret the terms and provisions of the policy.

   Add: As part of our routine operations when making a benefit determination under the policy, we have the authority to apply the terms of the policy for making all decisions, including making determinations regarding eligibility, receipt of benefits and claims, and explaining our policies, procedures, and processes.

2. **The text of the WHAT AUTHORITY DO WE HAVE IN DETERMINING YOUR ELIGIBILITY FOR BENEFITS? provision in the Certificate on page EE-5S-1 Rev 10/05 is hereby revised as follows:**

   Delete: We have the discretionary authority to determine your eligibility for benefits and to construe the terms of the policy to make a benefits determination.

   Add: As part of our routine operations when making a benefit determination under the policy, we have the authority to apply the terms of the policy for making all decisions, including making determinations regarding eligibility, receipt of benefits and claims, and explaining our policies, procedures, and processes.

The effective date of these changes is January 1, 2016, but will not be effective prior to an insured employee's effective date of coverage. These changes only apply to disabilities which start on or after this effective date. All other terms and provisions of the policy will apply other than as stated in this amendment.

Dated at Bellevue, WA, this 19th day of November, 2015 .

Symetra Life Insurance Company

Margaret Meister

Margaret Meister,
President

Tropical Shipping USA, LLC

Group Disability Income Insurance Benefits
Summary Plan Description

LG-12128 10/11

PLEASE READ THIS IMPORTANT NOTICE

The Employee Retirement Income Security Act of 1974 (ERISA) requires that the Plan Sponsor provide a Summary Plan Description to Plan Participants.

This document, together with the attached Certificate of Insurance ("Certificate") issued by Symetra Life Insurance Company ("Symetra"), is your Summary Plan Description. It provides you an overview of the Plan and addresses certain information that may not be included in the attached Certificate.

This document is not intended to give a Plan Participant any substantive rights to benefits that are not already provided by the attached Certificate. If the terms of this summary document conflict with the terms of the insurance contract, then the terms of the insurance contract will control, unless superseded by applicable law.

Plan Name
Tropical Shipping USA, LLC. Term Life, Accidental Death & Dismemberment and Short Term Disability Plan

Plan Effective Date
January 1, 2016

Employer
Tropical Shipping USA, LLC
5 East 11th Street
Riviera Beach, Florida 33404

Plan Sponsor, EIN and Number
Tropical Shipping USA, LLC
Plan EIN: 59-0715051
Plan Number: 505

Type of Plan Administration
Insurer and Plan Administrator

Plan Administrator
Tropical Shipping USA, LLC
4 East Port Road, PPB 01-07
Riviera Beach, Florida 33404

Plan Year
December 31

Type of Plan
Fully Insured Group Short Term Disability Plan

Policy Number
01 016857 03

Insurance Company and Contact Information
Symetra Life Insurance Company
P. O. Box 2993
Hartford, CT 06104-2993
Toll Free Number: 1-800-943-2107
Fax Number: 1-860-392-3672

Claims Administrator
Claims administration for disability income benefits under your Plan is provided by Symetra Life Insurance Company (Symetra) according to the terms of a Group Disability Income Insurance policy. The Plan Administrator has delegated to Symetra the responsibility to interpret the terms of the Plan and as they apply to the attached Certificate.

Agent for Service of Legal Process for the Plan
Tropical Shipping USA, LLC

Service of legal process may also be made on the Plan Administrator or a Plan Trustee, if any.

If you have questions regarding the Plan, please contact the Employer or Plan Administrator.

Please refer to the attached Certificate for detailed information about your coverage, including:

- Eligibility and Participation Requirements
- Enrollment Requirements
- Description of Disability Benefits
- Definitions
- Termination Provisions
- Continuation of Coverage
- Effective date of coverage
- Benefit Reduction, Exclusions and Limitations
- Contributions to the Plan for Coverage

Claims Procedures

Benefit Claim
Symetra is responsible for evaluating all benefit claims under the Plan. Symetra will decide your claim in accordance with its reasonable claims procedures, as required by ERISA and other applicable law.

See the attached Certificate of Insurance issued by Symetra for information about how to file a claim and for details regarding the Symetra's claims procedures.

Appealing Denied Claim
If your claim is denied (that is, not paid in part or in full), you will be notified and you may appeal to Symetra for a review of the denied claim. Symetra will decide your appeal in accordance with its reasonable claims procedures, as required by ERISA and other applicable law.

Important Appeal Deadlines
If you do not appeal on time, you will lose your right to file suit in a state or federal court, as you will not have exhausted your internal administrative appeal rights (which generally is a condition for bringing suit in court). See the attached Certificate of Insurance for information about how to appeal a denied claim, and for details regarding Symetra's appeals procedures.

Statement of ERISA Rights

Your Rights
As a participant in the 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, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series), if any, 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 copies of the latest annual report (Form 5500 Series) and updated summary plan description (SPD). The Plan Administrator may make a reasonable charge for the copies.
Receive a summary of the Plan's annual Form 5500, if any is required by ERISA to be prepared, in which case 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 for creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the employee welfare benefit plan. The people who operate your plan, called "fiduciaries," have a duty to do so prudently in the interest of you and other plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you from obtaining a welfare benefit or exercising your rights under ERISA.

If you have questions regarding the Plan, please contact the Employer or Plan Administrator.

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 that you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report (Form 5500), if any, 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 per 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, and if you have exhausted the claims procedures available to you under the Plan, you may file suit in a state or 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 contact 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.

Your Certificate of Insurance, issued by Symetra Life Insurance Company, is attached.

This Certificate is furnished to you automatically without charge.

If you have questions regarding the Plan, please contact the Employer or Plan Administrator.

SYMETRA®

RETIREMENT | BENEFITS | LIFE

Tropical Shipping USA, LLC

01 016857 03

Employee Benefits

Insurance Certificate

SHORT TERM DISABILITY INCOME INSURANCE

CLASS 1

Symetra ® is a registered service mark of Symetra Life Insurance Company.

Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135

Symetra Life Insurance Company is known as Symetra in this certificate.

"You" and "your" refer to the insured employee in this certificate.

This certificate summarizes the major parts of the policy under which you are insured. Your insurance is subject to all the terms of the policy. This certificate replaces all others previously issued.

Signed for Symetra as of the policy effective date.

Jacqueline M. Veneziani, **Secretary**	**Margaret Meister,** **President**

READ THIS CERTIFICATE CAREFULLY

Symetra ® is a registered service mark of Symetra Life Insurance Company.

GROUP SHORT TERM DISABILITY INSURANCE

CERTIFICATE OF COVERAGE

Policyholder: Tropical Shipping USA, LLC

Policy Number: 01 016857 03

Policy Effective Date: January 1, 2016

Symetra Life Insurance Company (referred to as “the Company”, "we", "us", or "our") welcomes you as a client.

This is your certificate of coverage as long as you are eligible for coverage and you become insured. You will want to read it carefully and keep it in a safe place.

Your certificate of coverage is written in plain English. There are a few terms and provisions written as required by insurance law. If you have any questions about any of the terms and provisions, please consult our claims paying office. We will assist you in understanding your benefits.

If the terms and provisions of the certificate of coverage (issued to you) differ from the policy (issued to the Policyholder), the policy will govern. Your coverage may be canceled or changed in whole or in part under the terms and provisions of the policy.

The policy is delivered in and is governed by the laws of Washington and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. When making a benefit determination under the policy, we have discretionary authority to determine your eligibility for benefits and to interpret the terms and provisions of the policy.

For purposes of effective dates and ending dates under the group policy, all days begin at 12:00 midnight and end at 12:01 a.m. at the policyholder's address.

Amendment #4, Effective July 1, 2020

TABLE OF CONTENTS

Your certificate is divided into the following sections:

SECTION 1 - HIGHLIGHTS OF YOUR PLAN

SECTION 2 - GENERAL INFORMATION

SECTION 3 - ELIGIBILITY FOR COVERAGE

SECTION 4 - BENEFIT SPECIFICS
- disability defined
- details on calculating benefit payments
- exclusions and limitations that may apply

SECTION 5 - CLAIM INFORMATION

For your ease in finding information in your certificate, we:

- Start each section with a summary of the contents and the terms we define in the section.
- Shade all of the defined terms within a section.

SECTION 1: HIGHLIGHTS OF YOUR STD PLAN

This is a brief overview of your plan of benefits. We refer to these terms often throughout this certificate. Whenever we use these terms in the certificate they have the following meaning, unless we advise you otherwise.

Eligible Class 1 = All full-time United States, United States Virgin Island and Puerto Rico employees.

You must be working at least 17.5 hours per week.

Benefit Percentage = 60%

Maximum Payment Amount = $1,385*

* We may reduce the amount we pay you by other income amounts and any income you earn or receive from any form of employment. Some disabilities may not be covered under this plan. A pre-existing conditions exclusion and other limitations may apply to the STD plan.

Minimum Payment Amount = None

We may apply all payments to you toward overpayments.

Elimination Period = If disability is due to an injury: The date your salary continuation ends.

If disability is due to a sickness: The later of 7 days or the date your salary continuation ends.

Pre-disability earnings means your gross weekly rate of earnings from the employer in effect just prior to the date disability begins. It includes earnings from commissions, but not bonuses, overtime pay or other extra compensation. Commissions received will be averaged for the lesser of:

1. the 104 week period of employment just prior to the date disability begins;

OR

2. the period of employment.

If your disability begins while you are on a covered layoff or leave of absence, we will use your pre-disability earnings from the employer in effect just before the date your absence begins.

Our payments to you will be based on the amount of your pre-disability earnings covered by this plan and for which premium has been paid.

SECTION 1: HIGHLIGHTS OF YOUR STD PLAN (continued)

Maximum Payment Duration = 26 weeks

Waiting Period:

If you are in an eligible class prior to January 1, 2020: The first of the month following 60 days of continuous employment.

If you are entering an eligible class on or after January 1, 2020: The first of the month coincident with or next following the date of employment.

The Waiting Period for coverage will be reduced by the period of time you were a full-time employee with the employer under any of the following Symetra policies: 01 016857 00, 01 016857 01, 01 016857 02 or 01 016857 04 and with no termination in coverage.

Cost of Coverage:

You and the employer share in the cost of your coverage.

The cost of your coverage must be paid for any period of time during which you are disabled under this plan.

Noninsurance benefits:

From time to time we may offer or provide to you noninsurance benefits and services. In addition, we may arrange for third party service providers to give access to you to discounted goods and services. While we have arranged for this access, the third party service providers are liable to you for the provision of such goods and/or services. We are not responsible for the provision of such goods and/or services nor are we liable for the failure of the provision of the same. Further, Symetra is not liable to you for the negligent provision of such goods and/or services by third party service providers.

For certificateholders residing outside of the United States:

This Certificate of Insurance Coverage ("certificate") is issued under a policy purchased by the Policyholder from Symetra Life Insurance Company ("Symetra"). The policy and this certificate have been issued as part of Symetra's business in the United States. Symetra is not regulated in any country other than the United States. This certificate may include certain rights or benefits, such as Conversion Rights Portability Rights, or Waiver of Premium, which are not available to non-U.S. residents. Any disputes under the policy or certificate are to be resolved in a jurisdiction in the U.S. and in accordance with the provisions of the policy and certificate.

SUMMARY OF THE GENERAL INFORMATION SECTION 2

What will you find in this section?

- information we have access to
- how we use statements made in applying for coverage
- insurance fraud
- time limits for legal proceedings

What terms do we define in this section?

- you
- we
- us
- our
- employee
- employer
- insured
- plan

SECTION 2: GENERAL INFORMATION

WHAT IS THE CERTIFICATE OF COVERAGE?

This certificate of coverage is a written statement prepared by us and may include attachments. It tells you:

- the coverage to which you may be entitled
- to whom we make payments

AND

- the limitations, exclusions and requirements applying to a plan.

You means an employee who is eligible for the coverage of this plan.

We, us and our means the Insurance Company named on the first page of your Certificate of Coverage.

Employee means a person who is a citizen or permanent resident of the United States or Puerto Rico in active employment with the employer unless we advise you otherwise. This plan excludes temporary and seasonal workers from coverage.

Employer means individual, company or corporation where you are in active employment, and includes any division, subsidiary or affiliated company named in the policy.

Insured means a person covered under this plan.

Plan means a line of coverage under the policy.

SECTION 2: GENERAL INFORMATION (continued)

TO WHAT INFORMATION DO WE HAVE ACCESS?

The employer will give us information about you including:
- if you are eligible for coverage
- if your amount of coverage changes, including salary change information
- if your coverage terminates
- other information we may reasonably require.

The employer's records that we believe have a bearing on coverage under this plan are open for our inspection at any reasonable time.

Clerical error or omission will not:
- prevent you from receiving coverage
- affect the amount of your coverage

OR
- effect or continue your coverage if it should not be in effect or continue in effect.

HOW CAN WE USE STATEMENTS YOU OR THE EMPLOYER MADE IN APPLYING FOR COVERAGE?

We consider any statements you or the employer made in a signed application for coverage a representation and not a warranty. If any of the statements you or the employer made are not complete and/or not true at the time they were made, we can:
- reduce or deny any claim

OR
- cancel your coverage back to the date your coverage became effective.

We will use only statements made in a signed application as a basis for doing this. You will receive a copy of the signed application.

HOW WILL WE HANDLE INSURANCE FRAUD?

We promise to focus on all means necessary to support fraud detection, investigation, and prosecution. It is a crime if you or the employer knowingly, and with intent to injure, defraud or deceive us, file a claim containing any false, incomplete or misleading information. These actions, as well as submission of false information, will result in denial of your claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

WHAT IF FACTS ABOUT YOU ARE NOT ACCURATE?

If relevant facts about you were not accurate, then we will use accurate information to decide if your coverage should be in effect and what your amount of coverage should be. If the cost of your coverage is affected, we will make a fair adjustment in the cost.

DOES THE EMPLOYER ACT AS YOUR AGENT?

For all purposes of the policy, the employer acts on its own behalf or as your agent. The employer is not our agent.

WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?

You can start legal action regarding your claim 60 days after the date you sent us proof of claim. You have up to three years after the date you sent us proof of claim to start legal action, unless otherwise provided by law.

DOES THIS PLAN REPLACE OR AFFECT ANY REQUIREMENT FOR WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE?

The plan does not replace or affect requirements for coverage by Workers' Compensation Insurance or state disability insurance.

SUMMARY OF THE ELIGIBILITY FOR COVERAGE SECTION 3

What will you find in this section?

- eligibility for coverage
- waiting period
- when coverage becomes effective
- evidence of insurability requirements
- what happens to coverage during a layoff, leave of absence or a family or medical leave of absence
- when coverage under this plan ends

What terms do we define in this section?

- waiting period
- active employment
- work site
- evidence of insurability
- layoff
- leave of absence
- family or medical leave of absence

SECTION 3: ELIGIBILITY FOR COVERAGE

WHEN ARE YOU ELIGIBLE FOR COVERAGE?

If you are in an eligible class you may apply for coverage under this plan on the later of:
- the date the plan is effective;

OR
- the date you complete the waiting period.

WHAT IS YOUR WAITING PERIOD?

Your waiting period appears in the PLAN HIGHLIGHTS.

Waiting period is the number of days you must be in active employment in an eligible class before you may apply for coverage.

If you have been continuously employed by the employer but were not in an eligible class, we will apply any prior period of work with the employer toward the waiting period.

Active employment means you are:
- **working for the employer at your work site for earnings the employer pays on a regular basis;**

AND
- **performing the material and substantial duties of your regular occupation.**

Active employment includes normal non-work days such as vacation, weekends and holidays.

Your work site must be:
- **the employer's usual place of business;**
- **an alternative location if directed by the employer;**

OR
- **a location to which your occupation requires you to travel.**

WHEN DOES YOUR COVERAGE BECOME EFFECTIVE?

Your coverage will be effective on the day determined as follows:

If you apply for coverage within the first 31 days after the date you are first eligible to apply AND

-you are paying for some or all of the cost of your coverage	THEN	your coverage is effective on the date you apply.

OR

-you are not paying for any of the cost of your coverage	THEN	your coverage is effective on the date you are eligible.

WHEN IS EVIDENCE OF INSURABILITY REQUIRED?

You will need to provide evidence of insurability to us with your application if you:

- apply for coverage more than 31 days after the date you are first eligible to apply;

OR

- voluntarily terminate your coverage and want to reapply for coverage;

OR

- apply for an amount of coverage for which we require proof of insurability.

You must apply for coverage in writing through the employer and use an application form that is satisfactory to us. Your coverage will be effective on the date we approve your application.

> **Evidence of insurability means a statement of your medical history which we will use to assess if you will be approved for coverage.**

WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT ON THE DATE YOUR COVERAGE WOULD BE EFFECTIVE?

If you are not in active employment as a result of your injury or a sickness then your coverage will be effective on the date you return to active employment. This applies to your initial coverage, as well as any increases or additions to coverage occurring after your initial coverage is effective.

WILL YOUR COVERAGE CONTINUE IF YOU ARE ON A LAYOFF OR LEAVE OF ABSENCE?

Your employer may continue your coverage if you are on a layoff or on an approved leave of absence. Your coverage may continue through the end of the month following the month in which your layoff or leave of absence begins. The cost of your coverage must be paid during the layoff or leave of absence period.

> **Layoff or leave of absence means the employer has agreed in writing and in advance to a temporary absence from active employment for a specified period of time. Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.**

WHAT HAPPENS TO YOUR COVERAGE IF YOU ARE ON A FAMILY OR MEDICAL LEAVE OF ABSENCE?

If you are on a family or medical leave of absence, your coverage will be governed by the employer's Human Resource policy on family and medical leaves of absence.

We will continue your coverage if the following conditions are met:
- premiums for the cost of your continued coverage are paid;

AND
- your leave is approved in advance and in writing by the employer.

Your coverage will continue for up to the greater of:
- the leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments;

OR
- the leave period required by applicable state law.

While you are on an approved family or medical leave of absence, we will use earnings from your regular occupation you were performing just prior to the date your leave of absence started to determine our payments to you.

If your coverage does not continue during a family or medical leave of absence, then when you return to active employment:
- you will not have to meet a new waiting period, including a waiting period for coverage of a pre-existing condition;

AND
- you will not have to give us evidence of insurability to reinstate the coverage you had in effect before your leave began.

Family and medical leave of absence means a leave of absence for the birth, adoption or foster care of a child, or for the care of you, your child, spouse or parent who has a serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 and any amendments, or by applicable state law.

WHEN DOES YOUR COVERAGE UNDER THIS PLAN END?

Your coverage under this plan will end on the earliest of the following:

- the date the policy or plan terminates;
- the date you are no longer in an eligible class;
- the date your class is no longer eligible for coverage;
- the last day for which premium for your coverage has been paid;
- the date you cease active employment due to a labor dispute, including but not limited to strike, work slowdown, or lockout;
- the date you cease active employment with the employer, unless you are disabled or on an approved layoff or leave of absence.

We will provide coverage for a payable disability claim that occurs while you are covered under the policy or plan.

SUMMARY OF THE SHORT TERM DISABILITY BENEFIT SPECIFICS SECTION 4

What will you find in this section?

- what disability means
- when weekly payments start
- returning to work during the elimination period
- requirements of care from a doctor
- when will we not cover a disability
- our payment if you are disabled and not working
- our payment if you are disabled and working
- what are (are not) other income amounts
- cost of living increases to any other income amounts
- when weekly payments stop
- temporary recovery

What terms do we define in this section?

- disability
- material and substantial duties
- regular occupation
- reasonable employment option
- sickness
- injury
- elimination period
- regular care
- doctor
- maximum weekly payment
- gross weekly payment
- maximum capacity
- retirement plan
- disability benefits under a retirement plan
- retirement benefits under a retirement plan
- eligible retirement plan
- maximum payment duration
- prior group insurance plan

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

WHAT DOES DISABILITY MEAN?

Disabled/Disability means our determination that your sickness or injury:

- **during the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation and a reasonable employment option offered to you by the employer and, as a result, you are not working at all, or you are working and the income you are able to earn is less than or equal to 20% of your pre-disability earnings,**
- **following the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation and a reasonable employment option offered to you by the employer and, as a result, the income you are able to earn is less than or equal to 80% of your pre-disability earnings.**

Material and substantial duties are the duties that:

- **are normally required for the performance of the occupation;**

AND

- **cannot be reasonably omitted or changed.**

extended reg occ
w/ partial

Regular occupation means the occupation, as it is performed nationally, that you are routinely performing when your disability begins. Your regular occupation does not mean the job you are performing for a specific employer or at a specific location.

Reasonable employment option means an employment position with the employer for which you are able to perform the material and substantial duties given your education, training and experience. If you have been working in a reasonable employment option for 6 months or more, the reasonable employment option will then be considered your regular occupation.

Sickness means an illness or disease. It also includes an injury which occurs before you are insured. It does not include risk of sickness. This plan does not cover an occupational sickness.

Injury means a bodily injury that occurs while you are insured and is the direct result of an accident and not related to any other cause. It does not include risk of injury. This plan does not cover an occupational injury.

Occupational sickness or occupational injury means a sickness or injury caused by or aggravated by any employment for pay or profit.

Related Rules:

You will not be considered disabled from work in an occupation because of a reduction in your earnings resulting from a change in economic conditions or other factors that are not directly related to your sickness or injury. Examples of factors that we will not consider in determining whether you are disabled include, but are not limited to, recession, job obsolescence, job restructuring or elimination, pay cuts, and job sharing.

You will not be considered disabled from work in an occupation solely because of:
1. Your employer's work schedule that is inconsistent with the normal work schedule of your regular occupation;
2. Your relationship with your employer or other employees of the employer; or
3. The physical relationship of your employer's workplace that is inconsistent with the normal physical environment of your regular occupation.

You will not be considered disabled from work in an occupation solely because of the loss, suspension, restriction, surrender, or failure to maintain a required state or federal license to engage in the occupation.

You will not be considered disabled from work in an occupation solely because of your inability to work more than 40 hours per week in the occupation, even if you were regularly required to work more than 40 hours per week prior to becoming disabled.

Your disability must begin while you are covered under the policy.

non-occ

DOES YOUR DISABILITY NEED TO CONTINUE FOR A PERIOD OF TIME BEFORE OUR PAYMENTS TO YOU BEGIN?

Your disability must continue through the elimination period before we begin making payments to you.

> **Elimination period is a period of continuous days of disability. The elimination period begins on the first day of your disability.**

WHAT HAPPENS IF YOU RETURN TO WORK DURING THE ELIMINATION PERIOD?

We will consider your disability continuous if you have one or more periods of temporary recovery during the elimination period for a maximum of 30 days AND become disabled again due to the same sickness or injury.

Temporary recovery means any time when we do not consider you to be disabled. The days you are not disabled will not count toward the elimination period.

HOW CAN WE ASSIST YOU IN RETURNING TO WORK?

Other vocational rehabilitation services and workplace modification services may be available to you. These services are designed to coordinate with your LTD plan and can be found in the ADDITIONS TO YOUR LTD PLAN section.

acc of ep = 30 days

DO YOU NEED TO BE UNDER THE CARE OF A DOCTOR?

We require you to be under the regular care of a doctor for the sickness or injury causing your disability in order to be eligible to receive payments from us.

Regular care means:

- **you personally visit a doctor as often as is medically required to effectively manage and treat your disabling condition(s), according to generally accepted medical standards;**

AND

- **you are receiving appropriate treatment and care, according to generally accepted medical standards. Treatment and care for the sickness or injury causing your disability must be given by a doctor whose specialty or experience is appropriate.**

Doctor means a person:

- **regularly performing tasks that are within the limits of the person's medical license;**

AND

- **who is licensed to practice medicine and prescribe and administer drugs or to perform surgery;**
- **with a doctoral degree in Psychology (Ph.D. or Psy.D.) and whose primary practice is treating patients; OR**
- **who is a legally qualified medical practitioner according to the laws and regulations of the jurisdiction in which regular care is being given.**

We will not recognize you, your spouse, children, parents, or siblings as a doctor for a claim you submit.

MAY WE REQUIRE YOU TO BE EXAMINED OR INTERVIEWED BY INDIVIDUALS OTHER THAN THE DOCTOR PROVIDING REGULAR CARE?

We may require you to be examined by doctor(s), other medical practitioner(s) or vocational expert(s) of our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so. In addition, we may require an interview with you by an authorized representative of ours.

WHEN WILL WE NOT COVER A DISABILITY?

We will not cover a disability if it is due to:

- war, declared or not, or any act of war;
- intentionally self-inflicted injuries or illness, while sane or insane;
- your active participation in a riot;
- your attempt to commit or your commission of a felony under federal or state law, or your being engaged in an illegal occupation;
- an injury arising out of, or in the course of, any work for wage or profit;
- a sickness for which you are entitled to benefits under any Workers' Compensation Act, Occupational disease law, Compulsory Benefit Act or law or similar law, unless you are a partner or sole proprietor not covered by any of these acts or laws;
- your service in the armed forces, military reserves or National Guard of any country or International authority, or in a civilian unit serving with such forces;
- cosmetic or reconstructive surgery, except for complications arising from any such surgery or for surgery necessary to correct a deformity caused by accidental injury or sickness;

No benefits are payable for any period of disability during which you are incarcerated in a penal or correctional facility for a period of 30 or more consecutive days or for which you are not under the regular care of a doctor.

If your professional or occupational license or your certification is suspended, revoked or surrendered, loss of your license or certification, by itself, does not mean you are disabled.

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HOW MUCH WILL OUR WEEKLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND NOT WORKING OR DISABLED AND WORKING, EARNING LESS THAN 20% OF YOUR PRE-DISABILITY EARNINGS?

Our payment will be figured by using the following Steps 1 through 4:

Step 1: Multiply your weekly pre-disability earnings by the benefit percentage.
Step 2: Compare this amount to the maximum weekly payment for this plan.
Step 3: Take the lesser of the amounts from Steps 1 and 2. This is your gross weekly payment.
Step 4: Subtract from the gross weekly payment any other income amounts, except any income you earn or receive from any form of employment or income you could have earned from working to maximum capacity. This is the payment that you may receive.

HOW MUCH WILL OUR WEEKLY PAYMENT BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN 20% AND 80% OF YOUR PRE-DISABILITY EARNINGS?

Our payment will be figured by using the following Steps 1 through 4:

Step 1: Multiply your weekly pre-disability earnings by the benefit percentage.
Step 2: From 100% of your weekly pre-disability earnings subtract any other income amounts, including any income you earn or receive from any form of employment or income you could have earned from working to maximum capacity.
Step 3: Compare the results from Steps 1 and 2 with the maximum weekly payment for this plan.
Step 4: The payment you may receive is the lesser of the amounts from Step 3.

Your loss of earnings must be as a result of or due to the same sickness or injury for which you are disabled.

IF YOU ARE DISABLED AND WORKING, EARNING MORE THAN 80% OF YOUR PRE-DISABILITY EARNINGS, THEN NO PAYMENT WILL BE MADE.

WHAT IF YOUR CURRENT INCOME FLUCTUATES?

If your current income fluctuates, we may average amounts over a four (4) consecutive week period of time.

Maximum weekly payment means the maximum weekly amount for which you are insured under this plan.

Gross weekly payment means the weekly payment amount before we subtract other income amounts.

Your pre-disability earnings, benefit percentage, and maximum weekly payment appear in the PLAN HIGHLIGHTS.

WHAT IF YOU ARE DISABLED FOR ONLY PART OF A WEEK?

Your weekly payment from us is pro-rated. This means that if you are disabled for only part of a week, you will receive a payment equal to 1/7th of a full weekly payment for each day of the week you are disabled.

WHAT ARE OTHER INCOME AMOUNTS?

These are amounts, other than payments you are receiving from us, that include:

1. any benefits and awards you receive or are eligible to receive under:
   a. Workers' Compensation Law
   b. occupational disease law
   c. any other similar act or law.

2. any disability income benefits you receive or are eligible to receive under:
   a. any compulsory benefit act or law
   b. any other group insurance plan with the employer or with an association
   c. any other group insurance plan with another employer which you become insured under while you are disabled under this plan
   d. any governmental retirement system as a result of your job with the employer.

3. any benefits under the United States Social Security Act, The Canada Pension Plan, The Quebec Pension Plan and includes any similar plan or act. Benefits include:
   a. disability benefits you, your spouse, or your children receive or are eligible to receive as a result of your disability
   b. retirement benefits you receive, your spouse or your children receive as a result of your receipt of retirement benefits.

   If your disability begins after your 70th birthday, and you were receiving Social Security retirement benefits before your disability began, then we will not reduce our payments to you by these retirement benefits.

4. any income you earn or receive from any form of employment, including any income you could have earned while disabled by working to your maximum capacity, but you do not do so. We may require you to send us proof of your income. We will adjust our payments to you based on this information. As a part of the proof, we can require you to send us appropriate tax and financial records we believe we need to substantiate your income.

   Maximum capacity means, based on the limiting factors of your identified sickness or injury, the greatest extent of work you are able to do in an occupation from which you must be considered disabled in order to receive disability benefits.

5. any benefits from the employer's retirement plan you:
   a. receive as disability benefits
   b. voluntarily choose to receive as retirement benefits
   c. receive as retirement benefits once you reach the greater of age 62 or normal retirement age (as defined in the employer's retirement plan).

   Regardless of how the retirement funds from the plan are distributed, for the purposes of figuring our payment to you, we consider employee and employer contributions to be distributed at the same time throughout your lifetime.

   This plan does not reduce payments you receive from us for your contributions to the employer's retirement plan, or for amounts you roll over or transfer to an eligible retirement plan.

   Retirement plan is a defined contribution plan or defined benefit plan. These are plans that provide retirement benefits to employees and are not funded entirely by employee contributions.

   Disability benefits under a retirement plan are benefits that are paid due to disability and which do not reduce the retirement benefit that would have been paid if the disability had not occurred.

   Retirement benefits under a retirement plan are benefits that are paid based on the employer's contribution to the retirement plan. Disability benefits that reduce the retirement benefit under the plan will also be considered a retirement benefit.

   Eligible retirement plan is defined in §402 of the Internal Revenue Code of 1986 and includes future amendments to §402 affecting the definition.

6. any benefits for loss of time or lost wages you receive from the mandatory portion of a no-fault motor vehicle insurance plan, or automobile liability insurance policy.

7. any amounts you receive under any unemployment compensation law.

8. any amounts you receive from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.

If you receive any of the other income amounts in a lump sum payment, we will pro-rate the lump sum on a weekly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a weekly basis to the end of your maximum payment duration.

Other income amounts must be payable as a result of the same disability for which you are receiving a payment from us, except for retirement benefits and any income you earn or receive from any form of employment.

DO WE HAVE THE RIGHT TO ESTIMATE OTHER INCOME AMOUNTS?

We have the right to estimate the amount of benefits you may be eligible to receive under Other Income Amounts, items 1, 2 and 3a. We can reduce our payments to you by this estimated amount if:

- you have not been awarded such benefits but have not been denied such benefits;

OR

- you have been denied such benefits and the denial is being appealed;

OR

- you are reapplying for such benefits.

We will not reduce our payments to you by these estimated amounts if:

- you apply (or reapply) for benefits and appeal your denial through all of the administrative levels we believe are necessary;

AND

- you sign our payment option form stating you promise to pay back to us any overpayment of benefits caused by an award.

If we reduce our payments to you by an estimated amount:

- then we will adjust our payments to you when you give us proof of the amount awarded;

OR

- we will give you a lump sum refund of the estimated amount if you were denied benefits and have completed all appeals (or reapplications) we believe are necessary.

WHAT ARE NOT OTHER INCOME AMOUNTS?

We will not subtract from our payments to you any amounts you receive from the following:

- 401(k) plans
- profit sharing plans
- thrift plans
- tax sheltered annuities
- stock ownership plans
- credit disability insurance
- non-qualified plans of deferred compensation
- pension plans for partners
- military pension and military disability income plans
- a retirement plan from another employer
- individual retirement accounts (IRA)
- informal salary continuation plan
- benefits from individual disability plans
- any benefits you receive from the employer's sick leave or formal salary continuation plan.

WHAT HAPPENS IF YOU RECEIVE A COST OF LIVING INCREASE TO ANY OF THE OTHER INCOME AMOUNTS?

Other than for increases in income you earn or receive from any form of employment, once we have subtracted an other income amount from your gross disability payment, we will not further reduce our payments to you due to a cost of living increase in any other income amount.

WHEN WILL OUR PAYMENTS TO YOU STOP?

We will stop payments on the earliest of the following dates:

- the date you are no longer disabled according to this plan;
- the date you reach the end of the maximum payment duration;

Maximum payment duration means the period of time during which we will send you a weekly payment. Your maximum payment duration appears in the PLAN HIGHLIGHTS.

- the date your current income exceeds 80% of your pre-disability earnings. If your current income fluctuates, we may average amounts over a four (4) consecutive week period of time instead of stopping our payments on the date your current income reaches 80% of your pre-disability earnings;
- the date you die;
- the date you fail to provide proof of continuing disability;
- the date you refuse to participate in an approved rehabilitation program;
- the date you complete the elimination period of any Group Long Term Disability plan provided by the employer;
- the date you cease to be under the regular care of a doctor, or refuse to undergo, at our expense, an examination or testing by a doctor or vocational, rehabilitation, or health assessment testing when we require such examination or testing;
- the date you refuse to receive medical treatment, including taking prescribed medicines, that your doctor has recommended and that is generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect;
- the date you refuse to make a good faith effort to adhere to necessary wellness programs that your doctor has recommended and that are generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect. We will work with your treating doctor to determine the necessary wellness programs, if any, in accordance with generally accepted medical standards.

  We will give you 30 days prior written notice of our intent to apply this provision to terminate benefits. During those 30 days you will have an opportunity to begin or resume reasonable efforts to adhere to the medically necessary Wellness Programs. We will not terminate benefits if there is no reasonable basis for believing that you will be able to return to productive employment in your regular occupation or another gainful occupation on a full-time or part-time basis if you adhere to the recommended wellness programs.

  Wellness programs include, but are not limited to, appropriate programs for dietary and nutritional improvement, weight management, smoking cessation, abstention from the excessive or illegal use of alcohol or narcotics, regular participation in exercise activities, stress management, pain management, behavioral therapy, coaching, and the regular taking of prescribed medications.

WHEN WILL OUR PAYMENTS TO YOU STOP? - continued

- The date you refuse to try or attempt to work with the assistance of:
  1. modifications made to your work environment, functional job elements or work schedule; or
  2. adaptive equipment or devices,

  that a qualified doctor has indicated will accommodate the limiting factors of the sickness or injury for which you are claiming benefits under the policy and will enable you to perform the material and substantial duties of an occupation from which you must be considered disabled in order to receive disability benefits;
- If you are considered to reside outside the United States or Puerto Rico. You will be considered to reside outside the United States or Puerto Rico if you have been outside the United States or Puerto Rico for a total period of 6 months or more during any 12 consecutive months of disability benefits.

WHAT HAPPENS IF YOU HAVE A TEMPORARY RECOVERY BUT YOU BECOME DISABLED AGAIN DUE TO THE SAME INJURY OR SICKNESS AS A PRIOR DISABILITY?

If you return to work, earning more than 80% of your pre-disability earnings, and the same sickness or injury causes your disability to occur again within 90 days of the date the prior disability ended, we will resume our payments to you if you were continuously insured under the plan for the period of your temporary recovery. You will not need to complete a new elimination period for this disability.

Your current period of disability will be subject to the same terms of the plan that applied to your prior period of disability.

If you become entitled to payments under any other group short term disability plan (including a plan with the employer that became effective after your disability began), you will not be eligible for payments under this plan.

A disability due to other causes will be treated as a new disability and will be subject to all of the provisions of this plan.

WHAT IF THE EMPLOYER CHANGES INSURANCE PLANS AND YOU ARE NOT IN ACTIVE EMPLOYMENT DUE TO AN INJURY OR SICKNESS ON THE EFFECTIVE DATE OF THIS PLAN?

Continuity of Coverage

We will cover you under this plan if you were insured by the prior group insurance plan, and the cost of your coverage under the prior group insurance plan was paid.

Our payments to you will be limited to the weekly amount the prior group insurance plan would have paid you had the plan stayed in effect. Our payments will be reduced by any amount the prior group insurance plan is responsible for paying.

> **Prior group insurance plan means the group short term disability plan in effect with the employer just before the effective date of this plan.**

SUMMARY OF THE CLAIM INFORMATION SECTION 5

What will you find in this section?

- notifying us of a claim
- giving us proof of claim
- filing a claim
- information needed in the proof of claim
- when payments to you begin
- who we make payments to

SECTION 5: CLAIM INFORMATION

WHEN DO YOU NOTIFY US OF A CLAIM?

You need to notify us in writing of your claim within 30 days after the date your disability begins. If you are not able to notify us within this time, then you need to notify us as soon as reasonably possible. Notice includes a notice you give, or which is given on your behalf, to us, or to an authorized agent of ours.

WHEN DO YOU NEED TO GIVE US PROOF OF YOUR CLAIM?

Early proof of claim will allow us to make a timely claim decision. You need to send to us written proof of your claim within the first 90 days after the elimination period ends. If you are unable to give us proof of your claim within this time, then you must give us proof of your claim within the next 12 months. If you do not have the legal capacity to make responsible decisions concerning yourself, then you may give us proof of your claim after this period.

You must notify us immediately when you return to work in any capacity.

HOW DO YOU FILE A CLAIM?

You can get a claim form from the employer, or you may ask us for a form. If you ask us for a claim form, but you do not receive the form from us within 15 days after asking for it, then you should send written proof of your claim to us without waiting for the form.

You and the employer must fill out your claim form. Once you and the employer have completed the claim form, give the claim form to the doctor providing you regular care for your sickness or injury causing disability. The doctor must fill out the physician section of the form. Send the completed form to us within the stated time frames.

WHAT AUTHORITY DO WE HAVE IN DETERMINING YOUR ELIGIBILITY FOR BENEFITS?

We have the discretionary authority to determine your eligibility for benefits and to construe the terms of the policy to make a benefits determination.

WHAT INFORMATION DO YOU NEED TO INCLUDE IN YOUR PROOF OF CLAIM?

Your proof of claim must include:

- that you are under the regular care of a doctor;
- the date your disability began;
- the cause of your disability as determined by objective medical tests and examinations acceptable to the medical community;
- the extent of your disability, including restrictions and limitations which prevent you from performing your regular occupation;
- the name and address of all hospital(s) or institution(s) where you received treatment, including all doctors who provided regular care;
- appropriate documentation of your earnings.

We may request that you send proof of continuing disability indicating that you are under the regular care of a doctor, unless you provide us proof that future or continued treatment would serve no useful purpose for your disability. We must receive this proof within 30 days of the date we ask for it. In some cases, we will require you to give us authorization to obtain additional medical and non-medical information as part of your proof of claim. We may temporarily suspend our payments to you if you do not cooperate, or do not submit the appropriate information.

WHEN WILL YOU BEGIN TO RECEIVE PAYMENTS?

Once we approve your claim, you will begin to receive payments after you complete the elimination period. We will send you a payment for any period for which we are liable. If the policy or a plan is canceled, the cancellation will not affect a payable claim.

WHO DO WE MAKE PAYMENTS TO?

We will make all payments to you.

WHAT HAPPENS IF WE OVERPAY YOUR CLAIM?

We have the right to recover overpayments due to:

- fraud;
- an error we make in processing your claim;
- your receipt of other income amounts.

If we determine that we overpaid your claim, then we require you repay us in full. We will determine the method by which you will repay us. We reserve the right to apply our future payments to you toward overpayments. We have the right to recover overpayments from your eligible survivors or estate. We will not recover more money from you than the amount we paid to you.