

**WELFARE PROGRAM DOCUMENT**

**OF THE**

**CONSOLIDATED COMMUNICATIONS, INC. PENNSYLVANIA**  
**BARGAINING**

**SHORT TERM DISABILITY PLAN**  
**AND SUMMARY PLAN DESCRIPTION**

**(As Amended and Restated Effective as of January 1, 2015)**

*The provisions of this Welfare Program Document will apply to periods of Disability commencing under the Plan on or after September 1, 2023*



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**I. DEFINITIONS**

Any capitalized terms used, but not defined, herein shall have the meanings ascribed to them in the Wrap-SPD (as defined below), and the following words and phrases, where capitalized herein, shall have the meanings ascribed to them as follows, unless a different meaning is plainly required by the context:

- A. Accident “Accident” means any Injury that happens unexpectedly, without a deliberate plan or cause resulting in Disability.
- B. Active Employment “Active Employment” means performance by the Employee of the regular duties of his or her work on any day that is one of the Company’s scheduled work days. A period of Active Employment will also include (i) day(s) of vacation that have been scheduled by an Employee, and (ii) days that are not the Company’s scheduled workdays provided that the Employee is in performance of the regular duties of his or her work on the immediately preceding scheduled workday.
- C. Company “Company” means the Plan Sponsor. In addition, for the purpose of determining eligibility to participate in the Plan and with respect to any employment-related issue under the Plan, the term “Company” means any other Employer which has adopted the Plan as a participating Employer under the Plan in accordance with the Plan’s procedures for such purpose.
- D. Disability “Disability” means any physical or mental condition arising from a Non-Occupational Injury or Illness or pregnancy that renders an Employee incapable of performing the material duties of his or her regular job or any reasonably related job. An Employee will also be considered to have sustained a Disability if:
1. he or she is ordered not to work by written order from a state or local health officer because he or she is infected with a communicable disease; or
  2. he or she has been referred or recommended by competent medical authority to participate as a resident in either an alcohol abuse treatment program or drug abuse treatment program, or to participate in an outpatient program for the treatment of drug or alcohol abuse.

An Employee will not be considered to have sustained a Disability if (i) he or she is performing work of any kind for remuneration or profit unless with the prior approval of the Plan Administrator, or (ii) he or she declines alternative

employment by the Company which is within the Employee's capabilities and, as determined solely by the Company, has status and compensation comparable to the Employee's previous job.

- E. Earnings "Earnings" means the Employee's annual wage, on the date immediately preceding the onset of Disability. The term "Earnings" does not include bonuses, commissions or any additional forms of compensation not received as part of the Employees annual wages.
- F. Effective Date "Effective Date", when referenced herein as the "Effective Date of the Plan", has the meaning ascribed to the term "Effective Date" in the Wrap-SPD. "Effective Date" when referenced herein as the "Effective Date of this Welfare Program Document", means September 1, 2023.
- G. Health Care Professional "Health Care Professional" means a Physician or other health care professional who is licensed, accredited, or certified to perform specified health services consistent with State law.
- H. Illness "Illness" means sickness, disease, pregnancy or complications resulting from pregnancy.
- I. Injury "Injury" means a bodily impairment resulting directly from an Accident and independently of all other causes.
- J. Non-Occupational Injury or Illness "Non-Occupational Injury or Illness" means an Injury or Illness that is not an Occupational Injury or Illness.
- K. Objective Medical Evidence "Objective Medical Evidence" means a measurable abnormality which is evidenced by one or more standard medical diagnostic procedures including laboratory tests, physical examination findings, X-rays, MRIs, EEGs, ECGs, CAT scans or similar tests that support the presence of a Disability or indicate a functional limitation. Objective Medical Evidence does not include physician's opinions based solely on the acceptance of subjective complaints (e.g., headache, fatigue, pain, nausea), age, transportation, local labor market and other non-medical factors. To be considered an abnormality, the test result must be clearly recognizable as out of the range of normal for a healthy population; the significance of the abnormality must be understood and accepted in the medical community and the abnormality must support and correlate to the Disability and not be merely an incidental finding.
- L. Occupational Injury or Illness "Occupational Injury or Illness" means an Injury or Illness that was caused by or aggravated by any employment for pay or profit or any Injury or Illness which the Employee alleges was caused by any employment for pay or profit.

- M. Participant “Participant” means an Employee who is classified as a full-time employee and regularly works forty (40) or more hours per week for the Company.
1. CLEC Pennsylvania Bargaining Participant. “CLEC Pennsylvania Bargaining Participant” means a Participant who is a CLEC Pennsylvania bargaining member.
  2. ILEC Pennsylvania Bargaining Participant. “ILEC Pennsylvania Bargaining Participant” means a Participant who is a ILEC Pennsylvania bargaining member.
- N. Physician “Physician” means a physician, surgeon, dentist, podiatrist, osteopathic or chiropractic practitioner, or psychologist who is duly licensed and acting within the scope of his or her practice. “Psychologist” means a licensed psychologist in the state of practice, and who either (1) has at least two years clinical experience in a recognized health setting, or (2) has met the standards of the National Register of the Health Service Providers in Psychology. For the purpose of Disability related to normal pregnancy or childbirth, a midwife, nurse-midwife and a nurse practitioner duly licensed and acting within the scope of his or her practice, are physicians. The Physician may not be the Employee, a relative by blood or marriage, or a domestic partner.
- O. Plan “Plan” means the Consolidated Communications, Inc. Pennsylvania Bargaining Short Term Disability Plan and Summary Plan Description.
- P. Wrap-SPD “Wrap-SPD” means the wrap-around Plan and Summary Plan Description of the Plan into which this Welfare Program Document is incorporated, in its entirety, by reference.

## II. PARTICIPATION

- A. CLEC Pennsylvania Bargaining Eligibility for Participation. An Employee who is a CLEC Pennsylvania bargaining member shall be eligible to participate in the Plan as a CLEC Pennsylvania Bargaining Participant on the later of (1) the Effective Date of the Plan, or (2) the date immediately following twelve (12) months of Active Employment. A CLEC Pennsylvania bargaining member who becomes an Employee after the Effective Date of the Plan will be eligible to participate in the Plan on the date immediately following twelve (12) months of Active Employment.

If a CLEC Pennsylvania Bargaining Participant’s employment with the Company ends, but he or she is rehired by the Company within twelve (12) months of his or her separation date, the CLEC Pennsylvania Bargaining Participant will not be required to serve another eligibility waiting period.

If a CLEC Pennsylvania Bargaining Participant's employment with the Company ends, and more than twelve (12) months have passed since his or her separation date, he or she will be treated as a new Employee and must fulfill a new eligibility waiting period.

- B. *ILEC Pennsylvania Bargaining Eligibility for Participation.* An Employee who is an ILEC Pennsylvania bargaining member shall be eligible to participate in the Plan as an ILEC Pennsylvania Bargaining Participant on the later of (1) the Effective Date of the Plan, or (2) the date immediately following one (1) year of Active Employment. An ILEC Pennsylvania bargaining member who becomes an Employee after the Effective Date of the Plan will be eligible to participate in the Plan on the date immediately following one (1) year of Active Employment.

If an ILEC Pennsylvania Bargaining Participant's employment with the Company ends, but he or she is rehired by the Company within six (6) months of his or her separation date, the ILEC Pennsylvania Bargaining Participant will not be required to serve another eligibility waiting period.

If an ILEC Pennsylvania Bargaining Participant's employment with the Company ends, and more than six (6) months have passed since his or her separation date, he or she will be treated as a new Employee and must fulfill a new eligibility waiting period.

- C. *Effective Date of Participation.* An Employee becomes a Participant on the date he or she becomes eligible, provided, however, that if an Employee is not in Active Employment on the date that his or her participation would otherwise become effective, his or her participation will be deferred until the date on which he or she returns to Active Employment.
- D. *Cessation of Participation.* An Employee will automatically cease to participate on the earliest of the following:
1. the date on which the Participant ceases to be an Employee;
  2. the date on which the Participant commences an unpaid leave of absence, except for a leave taken pursuant to the guidelines of the Family and Medical Leave Act (FMLA) of 1993, a similar state medical leave law or other short term Company-approved leave; or
  3. the date on which this Plan terminates.

### **III. ELIGIBILITY FOR BENEFITS**

- A. *Elimination Period for CLEC Pennsylvania Bargaining Participants.* A CLEC Pennsylvania Bargaining Participant who sustains a Disability will, subject to applicable provisions of the Plan, become eligible to receive benefits under the Plan

on his or her fourth (4<sup>th</sup>) calendar day of Disability resulting from Illness. If a CLEC Pennsylvania Bargaining Participant's Disability is the result of an Injury, there will be no elimination period and thus he or she will be immediately eligible to receive benefits under the Plan.

If a CLEC Pennsylvania Bargaining Participant works any part of his or her regularly scheduled workday prior to filing a Disability claim, that partial day of work, and any days of partial Disability during which he or she is able to return to work on a part-time or modified schedule, will count as a full day in order to satisfy his or her elimination period.

Subsequent periods of Disability for a CLEC Pennsylvania Bargaining Participant who is separated 180 or fewer days of continuous Active Employment from his or her normal work schedule will be considered one period of Disability, unless the subsequent Disability is due to an Injury or Illness that is determined by the Claims Administrator to be unrelated to the cause of the previous Disability and commences after return to Active Employment for at least one (1) day.

- B. *Elimination Period for ILEC Pennsylvania Bargaining Participants.* An ILEC Pennsylvania Bargaining Participant who sustains a Disability will, subject to applicable provisions of the Plan, become eligible to receive benefits under the Plan on his or her fourth (4<sup>th</sup>) working day of Disability.

If an ILEC Pennsylvania Bargaining Participant works any part of his or her regularly scheduled workday prior to filing a Disability claim, that partial day of work, and any days of partial Disability during which he or she is able to return to work on a part-time or modified schedule, will count as a full day in order to satisfy his or her elimination period.

Subsequent periods of Disability for an ILEC Pennsylvania Bargaining Participant who is separated twenty-six (26) or fewer weeks of continuous Active Employment from his or her work schedule will be considered one period of Disability, unless the subsequent Disability is due to an Injury or Illness that is determined by the Claims Administrator to be unrelated to the cause of the previous Disability and commences after return to Active Employment for at least one (1) day.

- C. *Disability Determination.* The Claims Administrator will determine whether a Disability exists with respect to a Participant on the basis of (i) Objective Medical Evidence, (ii) a certificate from the Participant's Health Care Professional, or (iii) any such other information as the Claims Administrator, in its sole discretion, deems relevant to such determination.

Certificates from the Participant's Health Care Professional must contain (i) a diagnosis and diagnostic code prescribed in the International Classification of Diseases, or, where no diagnosis has yet been obtained, a detailed statement of symptoms, (ii) a statement of the medical facts within the Health Care



Professional's knowledge, based on a physical examination and a documented medical history of the Participant by the Health Care Professional, (iii) the Health Care Professional's conclusion as to the Participant's Disability, and (iv) a statement of the Health Care Professional's opinion as to the expected duration of the Disability.

D. Exclusions. No Participant will be entitled to a benefit under this Plan if:

1. his or her Disability arises out of, relates to, is caused by or results from an intentionally self-inflicted Injury or Illness, while sane or insane;
2. his or her Disability arises out of, relates to, is caused by or results from an Injury or Illness to which a contributing cause was the Participant's commission or attempted commission of a felony, or the Participant's engagement in an illegal occupation;
3. his or her Disability arises out of, relates to, is caused by or results from an Injury or Illness due to war or any act of war, declared or undeclared, insurrection, rebellion, participation in a riot, or service in the armed forces of any country or international authority;
4. his or her Disability arises out of, relates to, is caused by or results from an Occupational Injury or Illness or a Disability for which the Participant is or would be eligible to receive Workers' Compensation benefits or benefits under any other occupational disease law;
5. his or her Disability arises out of, relates to, is caused by or results from a Disability due to elective or cosmetic surgery, unless determined to be medically necessary due to the Participant's Injury or Illness as determined by a Health Care Professional. However, the Plan will pay benefits to a Participant whose Disability occurred as a result of the Participant's donation of an organ in a non-experimental organ transplant procedure;
6. his or her Disability arises out of, relates to, is caused by or results from the Member's loss of a professional license, occupational license or certification;
7. the Participant is incarcerated in any federal, state or municipal penal institution, jail, medical facility, hospital (public or private) or in any other place because of a criminal conviction under a federal, state or municipal law or ordinance;
8. the Participant is not under the regular and continuous care and treatment of a Health Care Professional, unless the Plan Administrator determines that such regular and continuous care and treatment are not medically indicated given the nature of the Disability; or

9. the period of Disability begins when the Employee is not a Participant in the Plan.

#### IV. DISABILITY BENEFITS

- A. Amount of Benefit for CLEC Pennsylvania Bargaining Participants. Subject to reduction as hereinafter provided, the amount of weekly benefit for which a CLEC Pennsylvania Bargaining Participant is covered under the Plan will be equal to 100% of his or her Earnings for the first sixty (60) days that benefits are payable, and equal to 75% of his or her Earnings for the remainder of his or her Disability benefit period.

For each day of any period of Disability for which benefits are payable to a CLEC Pennsylvania Bargaining Participant, and which period is less than one (1) full week, the amount of benefits payable will be prorated based on his or her regular work schedule.

- B. Amount of Benefit for ILEC Pennsylvania Bargaining Participants. Subject to reduction as hereinafter provided, the amount of weekly benefit for which an ILEC Pennsylvania Bargaining Participant is eligible to receive under the Plan will be based upon his or her Active Employment as shown in the following schedule of benefits:

Years of Active Employment	Duration of weekly benefits payable equal to 100% of Earnings	Duration of weekly benefits payable equal to 50% of Earnings
1 Year – 2 Years	4 Weeks	22 Weeks
2 Years – 5 Years	6 Weeks	20 Weeks
5 Years – 10 Years	10 Weeks	16 Weeks
10 Years – 15 Years	14 Weeks	12 Weeks
15 Years – 20 Years	18 Weeks	8 Weeks
20 Years -25 Years	22 Weeks	4 Weeks
More than 25 Years	26 Weeks	0 Weeks

Notwithstanding the foregoing, an ILEC Pennsylvania Bargaining Participant with less than one (1) year of Active Employment will not be eligible to receive weekly benefits during any period of Disability.

For each day of any period of Disability for which benefits are payable to an ILEC Pennsylvania Bargaining Participant, and which period is less than one (1) full week, the amount of benefits payable under the Plan will be prorated based on his or her regular work schedule.

- C. Benefits During Partial Disability. A Participant who has returned to work for the Company on a temporary part-time basis, or who is working fewer hours than normally regularly scheduled to work, may still receive benefits under this Plan.

However, Disability benefits will be reduced by the amount that such compensation for hours worked exceeds the Participant's base weekly Earnings. In no event will a Participant receive benefits under the Plan in an amount greater than forty (40) hours or 100% of the Participant's base weekly Earnings.

- D. Reductions to the Amount of Benefit. The Disability benefit that a Participant is entitled to receive under the Plan will be reduced by worker's compensation insurance, any state disability benefit program offered in the state in which the employee resides, or any other statutory or state-sponsored benefits.

If a Participant is or may be entitled to a Disability benefit, the Disability benefit will be paid upon receipt by the Claims Administrator of (i) evidence that the Participant has applied for such other benefits and (ii) an executed agreement to reimburse the Plan, up to the amount of payments made, immediately upon receipt of payment of each such other benefit.

If a Participant fails to apply for any other benefits to which he or she may be entitled, the Plan benefit will be reduced by the amount of the benefit which the Participant would have received had such application been timely made. Determination of the amount of such benefit will be made by the Claims Administrator in the exercise of its discretion.

- E. Acts of Third Parties. In the event that a Participant is injured through the acts or omissions of another person or organization, benefits under the Plan will be provided only on condition that the Participant agrees to the provisions set forth below. Acceptance of benefits shall constitute the participant's agreement to do the following:

1. to reimburse the Plan, for the full amount of payments made under the terms of the Plan, immediately upon receipt of the proceeds of any settlement of, or judgment in, an action at law, arbitration, claim, or other proceeding to determine his or her rights of recovery arising out of his or her injury, net of his or her reasonable expenses in collecting such amount including reasonable attorney's fees, and net of any amounts which are allocated by terms of any judgment for the payment of unreimbursed medical expenses; he or she will execute and deliver instruments and papers and do whatever else is reasonably necessary to secure the rights of the Plan to reimbursement out of such proceeds, and he or she will do nothing to prejudice such rights;
2. to provide the Plan with a lien on the proceeds described in the preceding paragraph, to the extent of the full amount of payments made under the terms of the Plan;
3. to provide the Plan with a credit against payments to be made in the future under the Plan equal to the proceeds described above, less any amount paid

to the Plan by way of reimbursement; and

4. to execute any documents necessary to effectuate paragraphs 1 through 3 above.

F. Commencement and Duration of Benefits for CLEC Pennsylvania Bargaining Participants. Benefits will be payable as of the first day that a CLEC Pennsylvania Bargaining Participant becomes eligible to receive benefits, submits a proper claim therefor, and such claim is approved pursuant to the Plan's claim review and appeal procedures. Thereafter, benefits will be payable until the earliest of the following:

1. the date following 180 days of Disability. The 180-day period does not include the CLEC Pennsylvania Bargaining Participant's elimination period during which he or she must use his or her available paid time off ("PTO") days or accrued vacation days;
2. the date the Disability ceases to exist;
3. the date the CLEC Pennsylvania Bargaining Participant's employment is terminated; or
4. the date of the CLEC Pennsylvania Bargaining Participant's death.

G. Commencement and Duration of Benefits for ILEC Pennsylvania Bargaining Participants. Benefits will be payable as of the first day that an ILEC Pennsylvania Bargaining Participant becomes eligible to receive benefits, submits a proper claim therefor, and such claim is approved pursuant to the Plan's claim review and appeal procedures. Thereafter, benefits will be payable until the earliest of the following:

1. the date following twenty-six (26) weeks of Disability. The 26-week period does not include the ILEC Pennsylvania Bargaining Participant's elimination period during which he or she may be required to use his or her available PTO days or accrued vacation days;
2. the date the Disability ceases to exist;
3. the date the ILEC Pennsylvania Bargaining Participant's employment is terminated; or
4. the date of the ILEC Pennsylvania Bargaining Participant's death.

H. Discontinuance and Resumption of Benefits. Benefits will be discontinued on the date, as determined by the Claims Administrator, that any of the following has occurred:

1. the Participant has refused to undergo a medical examination; failure by the

Participant to undergo a scheduled medical examination following a written request by the Claims Administrator to do so will be considered a refusal;

2. the Participant has refused to provide information requested in writing by the Claims Administrator for the purpose of determining whether the Participant is entitled to benefits under the Plan; failure to furnish such information within thirty (30) days after such information has been requested will be considered a refusal;
3. the Participant has refused to follow or has rejected the treatment plan recommended by his or her Health Care Professional, unless the Participant disputes such treatment plan in good faith and on the advice of another Health Care Professional;
4. the Participant is no longer under the regular and continuous care and treatment of a Health Care Professional, unless such regular and continuous care and treatment are not medically indicated, given the nature of the Disability; or
5. the Participant has knowingly misstated or provided false information or materials to the Claims or Plan Administrator in order to receive benefits.

Benefits, which have been discontinued in accordance with the above, may resume if the reason for discontinuance ceases to apply. In no event, however, will benefits be paid for the period during which the Participant was not in compliance with the Plan unless the Claims Administrator determines that the Participant's failure to comply was due to reasonable cause.

- I. *Suspension and Reinstatement of Benefits.* Benefits will be suspended as of the date of any medical examination conducted pursuant to Section V.H. If the Claims Administrator, on the basis of the results of such examination, determines that eligibility for benefits continues, benefits will be reinstated as of the date of the medical examination.

## **V. PAYMENT OF BENEFITS**

- A. *Claim for Benefits.* To be entitled to any benefits under the Plan, a Participant must comply with such procedures and requirements as the Claims Administrator may have prescribed with respect to the completion and filing of a claim for such benefits and submission of evidence that the Participant is entitled to such benefits. The Claims Administrator may require information with respect to the Participant's age, address, marital status, dependents, employment record, medical history and evidence that the Participant has applied for any benefits which would serve to reduce benefits under this Plan.

The Claims Administrator may require any other information reasonably relevant

to a determination of whether the Participant is eligible to receive benefits and may also require written authorization to obtain:

1. information from the Participant's Health Care Professional or Health Care Professionals with respect to his or her physical condition, diagnosis, prognosis, date of expected return to work and related matters;
2. relevant medical records on file in any hospital, Health Care Professional's or government office; and
3. such other records from any company having information reasonably relevant to a determination.

- B. *Time Limit for Claim for Benefits.* A claim for benefits must be filed no later than thirty (30) days after the date benefits may become payable under the Plan unless it is not reasonably possible for the Participant or his or her representative to do so.

If the Participant or his or her representative fails to provide the information as required above, benefits will not be paid for the period during which the Participant was not in compliance with the Plan unless the Claims Administrator determines that the Participant's failure to comply was due to reasonable cause. However, in no event will a claim be accepted by the Claims Administrator if such claim is filed more than six (6) months after the date benefits may become payable.

- C. *Initial Claim Processing.* The Plan's procedures for the review and determination of initial claims for Plan benefits are set forth in the Wrap-SPD.
- D. *Claim Appeal Procedure.* The Plan's procedures for the review and determination of appeals of denied claims for Plan benefits are set forth in the Wrap-SPD.
- E. *Medical Examinations.* The Claims Administrator may require that a Participant claiming benefits submit to an examination by a Health Care Professional designated by the Claims Administrator in order to obtain such Health Care Professional's medical opinion as to whether the Participant is in a state of Disability so as to meet the eligibility requirements under the Plan for benefits. Re-examinations of a Participant receiving benefits may be directed by the Claims Administrator from time to time for the purpose of assisting the Claims Administrator in determining whether continued eligibility for such benefits exists. The fees of such Health Care Professional and the expenses of such examination will be paid by the Plan
- F. *Payment In the Event of Death.* In the event of the death of the Participant, any payments due under this Plan as a result of the Participant's Disability will be made to his or her beneficiary as noted in the Participant's group life insurance policy or, if no such policy exists, to the Participant's spouse. If payments cannot be made under either of the above methods, payment will be made to the Participant's estate.