

Regence

Life and Health Insurance Company

GROUP LONG TERM DISABILITY INSURANCE

CERTIFICATE OF COVERAGE

GRANDFATHERED PLAN 2 (CLOSED)

POLICYHOLDER: **BUSINESS HEALTH TRUST**

POLICY NUMBER: **WA 07154W**

EFFECTIVE DATE: **AUGUST 1, 2009**

Regence Life and Health Insurance Company (referred to as "we", "our" and "us") welcomes your employer as a client.

This is your certificate of coverage as long as you are eligible for insurance and you become and remain insured.

A few words about this certificate of coverage

It is written in plain English. But a few terms and provisions are written as required by insurance law. Please read it carefully. If you have any questions about any terms and provisions, please contact the Insurance Administrator at your work location or write to us. We will assist you in any way we can to help you understand your benefits.

Also, if the terms of your certificate of coverage and the policy differ, the policy will govern. Your coverage may be terminated or modified in whole or in part under the terms and provisions of the policy.

Vice President Of Operations



CERTIFICATE INDEX

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**SECTION I
PLAN OUTLINE**

Classes to be Covered

Class 01 - All full-time Employees of Participating Employers enrolled in the Policyholder sponsored medical plan.

Plans

Amount of Insurance

GRANDFATHERED PLAN 2 (CLOSED)

60% of basic monthly earnings to a maximum of \$2,000*

*This amount may be reduced by Other Income Benefits.

Elimination Period: 90 Days

Minimum Monthly Benefit: \$50

Minimum Requirement for Active Employment:

You must be working the number of hours specified by your Participating Employer but not less than 20 hours per week.

Waiting Period:

The Waiting Period is determined by each Participating Employer. Waiting Period options are 0, 30, 60 or 90 days.

Contributions:

You are not required to contribute to the cost of your insurance.

Maximum Benefit Period

Accident - Sickness - To Social Security Normal Retirement Age with the Reducing Benefit Duration

| <u>Age at Disability</u> | <u>Maximum Benefit Period</u> |
|--------------------------|----------------------------------------------------------------|
| Less Than Age 61 | To your normal retirement age* |
| 61 | To your normal retirement age,* but not less than 48 Months |
| 62 | To your normal retirement age,* but not less than 42 Months |
| 63 | To your normal retirement age,* but not less than 36 Months |
| 64 | To your normal retirement age,* but not less than 30 Months |
| 65 | 24 Months |
| 66 | 21 Months |
| 67 | 18 Months |
| 68 | 15 Months |
| 69 and older | 12 Months |

*Your normal retirement age is your retirement age based on the 1983 amendment to the Social Security Act, where retirement age depends on your year of birth, as follows:

| <u>Year of Birth</u> | <u>Social Security Normal Retirement Age</u> |
|----------------------|----------------------------------------------|
| 1937 or before | 65 years |
| 1938 | 65 years, 2 months |
| 1939 | 65 years, 4 months |
| 1940 | 65 years, 6 months |
| 1941 | 65 years, 8 months |
| 1942 | 65 years, 10 months |
| 1943 – 1954 | 66 years |
| 1955 | 66 years, 2 months |
| 1956 | 66 years, 4 months |
| 1957 | 66 years, 6 months |
| 1958 | 66 years, 8 months |
| 1959 | 66 years, 10 months |
| 1960 and after | 67 years |

SECTION II
TERMS YOU SHOULD KNOW

Many terms used in your certificate of coverage have special meanings. A list of these terms and meanings follow:

ACTIVE EMPLOYMENT means you must be working:

1. for your Participating Employer on a full-time active basis and paid regular earnings;
2. at least the minimum number of hours shown in the plan outline;
3. at your Participating Employer's usual place of business; or
4. at a location to which your Participating Employer's business requires you to travel.

ANNUAL SALARY means your earnings in effect from your employer for the twelve month period immediately prior to the date disability begins. Annual salary includes all earnings before any reductions. It does not include bonuses, overtime pay, and extra compensation other than commissions. Commissions will be averaged over the 12 month period prior to the date disability begins.

BASIC MONTHLY EARNINGS or PRE-DISABILITY EARNINGS means your monthly rate of earnings from your employer in effect immediately prior to the date disability begins. Basic monthly earnings include all earnings before any reductions. It does not include bonuses, overtime pay and extra compensation other than commissions. Commissions will be averaged over the 12 month period before the date your disability began.

COMPANY means Regence Life and Health Insurance Company.

DISABILITY BENEFIT when used with the term retirement plan, means money which:

1. is payable under a retirement plan due to disability as defined in the plan; and
2. does not reduce the amount of money which would have been paid as retirement benefits under the plan if the disability had not occurred. (If the payment does cause such a reduction, it will be deemed a retirement benefit as defined in this certificate of coverage.)

ELIGIBILITY DATE means the date you become eligible for insurance after completing the waiting period shown in the plan outline.

ELIMINATION PERIOD means a period of consecutive days of disability for which no benefit is payable. The elimination period is shown in the plan outline and begins on the first day of disability.

NOTE: If you return to work for any 30 or less days during the elimination period and cannot continue, we will count only those days you are disabled to satisfy the elimination period.

SECTION II
TERMS YOU SHOULD KNOW
(Continued)

EMPLOYER OR PARTICIPATING EMPLOYER means an employer who has elected to participate in the insurance program offered by the policyholder.

EVIDENCE OF INSURABILITY means a statement or proof of your medical history upon which we will determine your acceptance for insurance.

GROSS MONTHLY BENEFIT means your monthly benefit before any reduction for other income benefits and earnings.

HOME OFFICE means Regence Life and Health Insurance Company, 100 SW Market Street, Portland, Oregon 97201.

SICKNESS means illness, disease, pregnancy or complications of pregnancy. The sickness must begin while you are insured under the policy.

INJURY means bodily injury resulting directly from an accident and independently of all other causes. The injury must occur and disability must begin while you are insured under the policy.

Exception: Any disability which begins more than 60 days after an injury will be considered a sickness for the purpose of determining benefits under the policy.

MONTHLY BENEFIT means the amount we will pay you when you are disabled.

OWN OCCUPATION - See definition of Total Disability or Totally Disabled.

PHYSICIAN means a person who:

1. is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
2. is legally qualified as a medical practitioner and required to be recognized under the policy for insurance purposes according to the insurance statutes/regulations of the governing jurisdiction; and
3. is not an employee or his spouse, daughter, son, father, mother, sister or brother.

SECTION II
TERMS YOU SHOULD KNOW
(Continued)

PRE-DISABILITY EARNINGS - See definition of Basic Monthly Earnings.

RETIREMENT BENEFIT when used with the term retirement plan, means money which:

1. is payable under a retirement plan either in a lump sum or in the form of periodic payments;
2. does not represent contributions made by you (payments which represent your contributions are deemed to be received over your expected remaining life regardless of when such payments are actually received); and
3. is payable upon:
 - a. early or normal retirement; or
 - b. disability if the payment does reduce the amount of money which would have been paid at the normal retirement age under the plan if the disability had not occurred.

RETIREMENT PLAN means a plan which provides your retirement benefits and which is not funded wholly by your contributions. The term shall not include: a 401(k), profit-sharing plan, thrift plan, informal salary continuation plan, individual retirement account (IRA), tax sheltered annuity (TSA), stock ownership plan, or a non-qualified plan of deferred compensation.

EMPLOYER'S RETIREMENT PLAN is deemed to include any retirement plan:

1. which is part of any federal, state, county, municipal or association retirement system; or
2. for which you are eligible as a result of employment with your employer or for which you are eligible from a union retirement plan.

TIME EFFECTIVE means an effective date will start at 12:01 A.M. A termination date will end at 12:00 midnight. Each of these times is Standard Time in the place where the policy is delivered. Insurance under the policy will start and end at these times.

WAITING PERIOD as shown on the Plan Outline means the continuous length of time you must serve in an eligible class to reach your eligibility date. The Waiting Period is determined by each Participating Employer. (Credit will be given for any portion of your waiting period satisfied prior to an approved family or medical leave of absence.)

SECTION II
TERMS YOU SHOULD KNOW
(Continued)

TOTAL DISABILITY or **TOTALLY DISABLED** means during the elimination period and the next **24** months of disability you are:

1. unable to perform all of the material and substantial duties of your occupation on a full-time basis because of a disability:
 - a. caused by injury or sickness;
 - b. that started while you are insured under this plan; and
2. after **24** months of benefits have been paid, you are unable to perform with reasonable continuity all of the material and substantial duties of your own or any other occupation for which you are or become reasonably fitted by training, education, experience, age and physical and mental capacity.

If you are employed as a pilot, co-pilot or a crew member of an aircraft:

"Total disability" or "totally disabled" means because of injury or sickness you cannot perform the material duties of any gainful occupation for which you are or become reasonably fitted by training, education or experience. The loss of a pilot's license for any reason does not, in itself, constitute total disability.

**SECTION III
ENROLLMENT AND DATE INSURANCE STARTS**

WHEN CAN YOU ENROLL?

You can enroll if you are:

1. in active employment with your employer; and
2. in a class eligible for insurance.

WHEN DOES INSURANCE START?

Insurance will start on the day determined as follows, but only if you enroll for insurance with us through your employer on a form satisfactory to us.

1. For an Employer with 6 or more eligible Employees, the following applies:
 - a. If you do not contribute toward the plan's cost, your insurance will start on your Eligibility Date.
 - b. If you do contribute toward the plan's cost, your insurance will start on the latest of these dates:
 - i. your Eligibility Date. But you must enroll on or before this date.
 - ii. the date you enroll if you do so within 31 days after your Eligibility Date.
 - iii. the date we give approval, if you:
 - (a) apply more than 31 days after your Eligibility Date; or
 - (b) terminated your insurance while still eligible.

In the case of (a) and (b) above, you must submit, at your expense, an application and evidence of insurability to us for approval.

2. For an Employer with less than 6 eligible Employees the following applies:

Each employee must complete and send to us the employee application for long term disability insurance. This form includes a request for medical data. If we approve your application, your insurance will start on the later of:

- a. your eligibility date; or
 - b. the first of the month following the date we approve your application.
3. But no initial, increased or additional insurance will apply to you if you are not in active employment because of a disability on the date such insurance otherwise would become effective. Such insurance will start on the day you return to full-time active employment.

SECTION IV - BENEFITS

PROOF OF DISABILITY

WHEN DO DISABILITY BENEFITS BECOME PAYABLE?

We will pay your benefit a month after the end of the elimination period when we have proof that you:

1. are disabled due to sickness or injury; and
2. require the regular care of a physician.

WHAT CONDITIONS MUST BE MET FOR BENEFIT PAYMENTS TO CONTINUE?

We will pay you as long as you remain disabled and require the regular care of a physician. But we will not pay a benefit any greater than your amount of insurance or any longer than the maximum benefit period shown in the plan outline.

Also, you must give us proof of these facts at your own expense, when we ask for it.

Note: If there is no doubt that you are totally disabled and your physician feels that future or continued treatment would serve no useful purpose; then, the requirement for regular care of a physician will be waived.

HOW IS THE BENEFIT FIGURED?

To figure the amount of your monthly benefit:

1. Multiply your basic monthly earnings by the benefit percentage shown in the plan outline.
2. Take the lesser of:
 - a. the amount figured in step (1) above; or
 - b. the maximum monthly benefit shown in the plan outline; and then
3. Deduct other income benefits, shown on the next page from this amount.

This is the total disability benefit which you may receive.

Your monthly benefit will never be less than the minimum benefit shown in your plan outline.

**SECTION IV - BENEFITS
(Continued)**

WHAT ARE "OTHER INCOME BENEFITS"?

Other income benefits mean those benefits shown below:

1. The amount of temporary and/or permanent benefits/awards for which you are eligible under:
 - a. Workers' or Workmen's Compensation Law;
 - b. occupational disease law;
 - c. any other act or law of like intent.
2. The amount of any disability income benefits which you are eligible to receive under any compulsory benefit act or law.
3. The amount of any disability income benefits which you are eligible to receive under:
 - a. any other group insurance plan of your employer; or
 - b. any governmental retirement system as a result of your job with your employer.
4. The amount of benefits from your employer's retirement plan you:
 - a. receive as disability benefits;
 - b. voluntarily elect to receive as retirement benefits (excluding any portion contributed to by you); and/or
 - c. receive as retirement benefits when you reach the greater of age 62 or normal retirement age, as defined in the employer's retirement plan.

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

5. The amount of disability or retirement benefits under the United States Social Security Act, The Canada Pension Plan, The Quebec Pension Plan, or any similar plan or act, as follows:
 - a. disability or unreduced retirement benefits for which:
 - i. you are eligible; and
 - ii. your spouse, child or children are eligible because of your disability; or
 - iii. your spouse, child or children are eligible because of your eligibility for unreduced retirement benefits; or
 - b. reduced retirement benefits received by:
 - i. you; and
 - ii. your spouse, child or children because of your receipt of the reduced retirement benefits.
6. The amount of earnings you receive from any sick leave or formal salary continuation plan paid by your employer.
7. The amount of earnings you earn or receive from any form of employment.

These other income benefits, except retirement benefits, must be payable as a result of the same disability for which we pay a benefit.

SECTION IV - BENEFITS
(Continued)

WHAT HAPPENS IF YOU RECEIVE INCREASES IN THESE OTHER INCOME BENEFITS?

After the first deduction for each of the other income benefits, we will not further reduce your monthly benefit due to any cost of living increases payable under these other income benefits. This provision does not apply to increases received from any form of employment.

WHAT IF YOU RECEIVE A LUMP SUM PAYMENT?

We will prorate other income benefits which are paid in a lump sum on a monthly basis over the time period for which the sum is given. If no time period is stated, the sum will be prorated on a monthly basis over your expected lifetime. In each case, the amount to be prorated will be calculated by an actuary, based on a morbidity table, with interest, or a mortality table, with interest, depending on the source of the lump sum.

WHEN DOES THE DISABILITY MONTHLY BENEFIT CEASE?

Your monthly benefit will cease on the earliest of:

1. the date you are no longer disabled; or
2. the date you die; or
3. the end of your maximum benefit period; or
4. the date your current earnings exceed 85% of your pre-disability earnings.

NOTE: Because your current earnings may fluctuate, your insurance company may average your earnings over three (3) consecutive months rather than immediately terminating your benefit once 85% of your pre-disability earnings has been reached.

WHEN WILL THE BENEFIT PERIOD BE EXTENDED?

The maximum benefit period is shown in the plan outline. However, benefits will be extended beyond the end of the maximum benefit period if you are disabled and have attained the age specified in the benefit duration schedule and have not received twelve monthly benefit payments. In this event, the benefit period will be extended during the continuance of disability until twelve monthly payments have been paid.

SECTION IV - BENEFITS
(Continued)

RECURRENT DISABILITY

WHAT HAPPENS IF YOU TRY TO RETURN TO WORK AND BECOME DISABLED AGAIN?

RECURRENT DISABILITY means a disability which is related or due to the same cause(s) as a prior disability for which you received a monthly benefit.

We will treat a recurrent disability as a continuation of the original disability if, after receiving disability benefits under this plan, you:

1. return to your regular occupation on a full-time basis for less than six months; and
2. perform all the material duties of your occupation.

To qualify for a recurrent disability benefit, you must experience more than a 20% loss of pre-disability earnings.

Benefit payments will be subject to the terms of this plan for the original disability.

If you return to your regular occupation on a full-time basis for six months or more, a recurrent disability will be treated as a new period of disability and you must complete another elimination period.

If you become eligible for coverage under any other group long term disability policy, this recurrent disability section will cease to apply to you.

WAIVER OF PREMIUM

DO PREMIUMS HAVE TO BE PAID WHILE YOU ARE RECEIVING BENEFITS?

No, while you are receiving benefits, premiums do not have to be paid. However, if coverage is to be continued, premium payments may be resumed following a period during which they were waived.

SECTION IV - BENEFITS
(Continued)

THREE MONTH SURVIVOR BENEFIT

WHAT HAPPENS TO YOUR BENEFIT IF YOU DIE?

We will pay a lump sum benefit to your eligible survivor when we receive proof that you died:

1. after disability had continued for 180 or more consecutive days; and
2. while receiving a monthly benefit.

The lump sum benefit will be an amount equal to three times your last gross monthly benefit.

ELIGIBLE SURVIVOR means your spouse, if living, otherwise your children under age 25.

If payment becomes due to your children, payment will be made to:

1. the children; or
2. a person named by us to receive payments on the children's behalf. This payment will be valid and effective against all claims by others representing or claiming to represent the children.

GROSS MONTHLY BENEFIT means your benefit amount before any reduction for other income benefits and earnings.

If there are no eligible survivors, payment will be made to your estate.

**SECTION IV - BENEFITS
(Continued)**

MENTAL ILLNESS LIMITATION

ARE BENEFITS LIMITED FOR MENTAL ILLNESS?

Benefits for disability due to mental illness will not exceed 24 months of monthly benefit payments unless you meet one of these situations:

1. You are in a hospital or institution at the end of the 24 month period. We will pay the monthly benefit during the confinement.

If you are still disabled when discharged, we will pay the monthly benefit for a recovery period of up to 90 days.

If you become reconfined during the recovery period for at least 14 days in a row, we will pay benefits for the confinement and another recovery period up to 90 more days.

2. You continue to be disabled and become confined:

- a. after the 24 month period; and
- b. for at least 14 days in a row.

We will pay the monthly benefit during the confinement.

We will not pay the monthly benefit beyond the maximum benefit period.

HOSPITAL or **INSTITUTION** means a facility licensed to provide care and treatment for the condition causing your disability.

MENTAL ILLNESS means a disability due to or resulting from the following psychiatric or psychological conditions, regardless of cause:

1. schizophrenia;
2. dementia;
3. non-organic brain syndrome;
4. delirium;
5. amnesia syndromes; or
6. non-organic delusional or hallucinogenic syndromes.

However, this limitation does not apply to dementia, if due to:

1. stroke;
2. trauma;
3. viral infection;
4. Alzheimer's disease;

or other conditions not listed above which are not usually treated by a mental health provider using psychotherapy, psychotropic drugs or other similar modalities.

SECTION IV - BENEFITS
(Continued)

SPECIAL CONDITIONS LIMITATION

The Maximum Benefit Period for any disability resulting from any of the following special conditions is limited to 24 months. This is not a separate maximum for each such condition, or for each period of disability, but a combined maximum for all periods of disability and for all of these conditions.

SPECIAL CONDITIONS means:

1. mental illness, except:
 - a. schizophrenia;
 - b. dementia;
 - c. non-organic brain syndrome;
 - d. delirium;
 - e. amnesia syndromes; or
 - f. non-organic delusional or hallucinogenic syndromes;
2. musculoskeletal and connective tissue disorders of the neck and back including any disease or disorder of the cervical, thoracic and lumbosacral back and its surrounding soft tissue, including herniated or ruptured discs (not requiring surgery - see NOTE) as well as sprains and strains of joints and adjacent muscles, except:
 - a. arthritis;
 - b. scoliosis;
 - c. spinal fractures;
 - d. osteopathies;
 - e. spinal tumors, malignancy, or vascular malformations;
 - f. radiculopathies, documented by electromyogram;
 - g. spondylolisthesis, grade II or higher;
 - h. myelopathies and myelitis;
 - i. demyelinating diseases; or
 - j. traumatic spinal cord necrosis;
3. carpal tunnel syndrome (not requiring surgery - see NOTE);
4. chronic fatigue syndrome;
5. environmental allergic illness;
6. fibromyalgia;
7. myofascial pain syndrome;
8. alcohol, drug or chemical abuse, dependency or addiction and resulting mental illness; or
9. herniated or ruptured discs (see NOTE).

NOTE: Any disability for carpal tunnel or herniated/ruptured discs which requires a surgical procedure to be performed will not be limited to the 24 months of disability. The plan will continue to pay benefits for up to 24 months of disability after the most recent surgical procedure.

SECTION IV - BENEFITS
(Continued)

PROGRESSIVE PARTIAL DISABILITY BENEFIT

We will pay a Progressive Partial Disability Benefit for a disability which is caused by an injury or sickness once you have met your Elimination Period. The Elimination Period can be a combination of total and partial disability, or all total, or all partial disability. You do not have to be totally disabled prior to receiving a Progressive Partial Disability Benefit.

PROGRESSIVE PARTIAL DISABILITY means as a result of the sickness or injury which caused disability, you are:

1. able to perform one or more, but not all, of the material and substantial duties of your own or any other occupation on a full-time or a part-time basis; or
2. able to perform all of the material and substantial duties of your own or any other occupation on a part-time basis.

To qualify for a Progressive Partial Disability Benefit you must be earning less than 80% of your pre-disability earnings at the time partial disability employment begins.

PROGRESSIVE PARTIAL DISABILITY MONTHLY BENEFIT

During the first 12 months, the monthly benefit will be figured as shown:

1. Multiply your pre-disability earnings by the benefit percentage shown in the plan outline.
2. Take the lesser of:
 - a. the amount determined in step (1) above; or
 - b. 100% of your pre-disability earnings less other income benefits; or
 - c. the maximum monthly benefit shown in the plan outline.

The Progressive Partial Disability Benefit will never be less than the minimum monthly benefit shown in the plan outline.

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

1. Multiply your pre-disability earnings by the benefit percentage shown in the plan outline.
2. Take the lesser of:
 - a. the amount determined in step (1) above; or
 - b. the maximum monthly benefit shown in the plan outline.

This is the gross monthly payment.

3. Subtract from the gross monthly payment:
 - a. 100% of any other income amounts except any income you earn or receive from any form of employment; and
 - b. 50% of any income you earn or receive from any form of employment.

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

SECTION IV - BENEFITS
(Continued)

GENERAL EXCLUSIONS

WHAT DISABILITIES ARE NOT COVERED?

We will not cover any disability due to:

1. war, declared or undeclared, or any act of war;
2. intentionally self-inflicted injuries;
3. active participation in a riot;
4. your committing of or attempting to commit a felonious act.

PARTICIPATION shall include promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but shall not include actions taken in defense of public or private property, or actions taken in defense of the person of the insured, if such actions of defense are not taken against persons seeking to maintain or restore law and order including but not limited to police officers and firemen.

RIOT shall include all forms of public violence, disorder, or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to persons or property or unlawful act or acts is the intent or consequence of such disorder.

**SECTION IV - BENEFITS
(Continued)**

PRE-EXISTING CONDITION EXCLUSION

ARE THERE ANY OTHER DISABILITIES NOT COVERED?

Yes, we will not cover any disability:

1. which is caused by or results from a pre-existing condition; and
2. which begins in the first 24 months after your effective date, unless you have had no treatment of the condition for 6 consecutive months after your effective date.

This exclusion will not apply to any sickness or injury which you disclosed in your application for this insurance.

TREATMENT means consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicines.

PRE-EXISTING CONDITION means a diagnosed sickness or injury for which you received treatment within 12 months prior to your effective date.

SECTION IV - BENEFITS
(Continued)

CONTINUITY OF COVERAGE UPON TRANSFER OF INSURANCE CARRIERS

In order to prevent loss of coverage because of a transfer of insurance carriers, we provide the following continuity of coverage protection.

ARE YOU COVERED IF YOU ARE NOT IN ACTIVE EMPLOYMENT DUE TO INJURY OR SICKNESS WHEN THERE HAS BEEN A TRANSFER OF INSURANCE CARRIERS?

We will cover you, subject to premium payments, if you:

1. were insured with the prior carrier at the time of transfer; and
2. are not in active employment due to injury or sickness.

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

DISABILITY DUE TO A CONCURRENT CONDITION

Benefits may be payable for a concurrent disability.

CONCURRENT DISABILITY means a disability which:

1. begins after the Effective Date of this Group Certificate;
2. occurs at the same time as a disability:
 - a. for which a monthly benefit is payable under your prior carrier's plan; and
 - b. as a result of which, you were unable to satisfy the Active Employment requirement under this group certificate;
3. is due to a sickness or injury unrelated to any other disability for which benefits are payable.

The level of benefits paid will be the lesser of the following:

1. the benefit payable under this group certificate, reduced by any benefit payable under the prior plan; or
2. the benefit that would have been paid under the prior plan if the prior plan had remained in effect, less any benefit payable under the prior plan.

WILL A DISABILITY DUE TO A PRE-EXISTING CONDITION BE COVERED?

Benefits may be payable for a disability due to a pre-existing condition if you:

1. were insured by the prior carrier at the time of transfer; and
2. were in active employment and insured under this plan on its effective date.

The benefit will be determined according to this plan's benefit schedule if you satisfy the pre-existing conditions exclusion under:

1. this policy; or
2. the prior carrier's plan, giving consideration towards continuous time insured under both plans.

The benefit will be determined according to this plan's benefit schedule, but will not exceed the prior plan's maximum monthly benefit.

No benefit will be paid if you cannot satisfy the pre-existing condition exclusion of 1 or 2 above.

**SECTION V
TERMINATION PROVISIONS**

WHEN DOES YOUR INSURANCE TERMINATE?

You will cease to be insured at 12:00 midnight on the earliest of the following dates:

1. the date the plan terminates but without prejudice to any claim originating prior to the time of termination;
2. the date you are no longer in an eligible class;
3. the date your class is no longer included for insurance;
4. the last day for which you made any required employee contribution;
5. the date employment terminates. Cessation of active employment will be deemed termination of employment, except;
 - a. your insurance will be continued if you are absent due to disability during:
 - i. the elimination period; and
 - ii. the period during which premium is being waived.
 - b. your employer may choose to continue your insurance by paying the required premium, subject to the following:
 - i. insurance may be continued during a family or medical leave of absence, but not beyond the end of the approved leave of absence period;
 - ii. insurance may continue if you are temporarily laid off or given any other leave of absence, but not beyond the end of the month following the month the layoff or leave of absence begins.
 - iii. the employer must act so as not to discriminate unfairly among employees in similar situations.
6. the date you cease active work due to a labor dispute, including any strike, work slowdown or lockout.

The insurer reserves the right to review and terminate all classes insured under this plan if any class(es) cease(s) to be covered.

SECTION VI - GENERAL INFORMATION

NOTICE AND PROOF OF CLAIM

WHEN MUST WE BE NOTIFIED OF A CLAIM?

You must give us written notice of claim within 30 days of the date disability starts. If that is not possible, you must notify us as soon as you can.

When we receive your written notice of claim, we will send you our claim forms. If you do not receive the forms within 15 days after you sent the notice, you can send written proof of claim without waiting for the form.

WHEN DOES PROOF OF CLAIM HAVE TO BE GIVEN?

You must give us proof of claim no later than 90 days after the end of the elimination period.

Failure to furnish such proof within such time shall not invalidate nor reduce your claim if it was not reasonably possible to furnish such proof within such time. Such proof must be furnished as soon as reasonably possible, and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

You must give us proof of continued disability and regular care of a physician within 30 days of the date we request the proof.

The proof must cover:

1. the date disability started;
2. the cause of disability; and
3. the degree of disability.

WHAT ARE OUR EXAMINATION RIGHTS?

We, at our expense, have the right and opportunity to have you examined by a physician or vocational expert of our choice to determine the extent of any sickness or injury for which you have made a claim. This right may be used as often as reasonably required.

CAN LEGAL PROCEEDINGS BE STARTED AT ANY TIME?

No, you or your authorized representative cannot start any legal action:

1. until 60 days after proof of claim has been given; or
2. more than 3 years after the time proof of claim is required.

HOW ARE CHANGES MADE TO THE POLICY?

The Policy may be changed in whole or in part. Only an officer or a registrar of the Company may approve a change. The approval must be in writing and endorsed on or attached to the policy.

SECTION VI - GENERAL INFORMATION
(Continued)

WHEN ARE CLAIMS PAID?

When we receive satisfactory proof of claim, benefits payable under the plan will be monthly during any period for which we are liable. Any balance remaining unpaid upon the termination of the period of liability will be paid immediately upon receipt of due written proof.

WHO ARE CLAIMS PAID TO?

All benefits are payable to you. But if a benefit is payable to your estate, or if you are a minor, or you are not competent, we have the right to pay up to \$1,000 to any of your relatives whom we consider entitled to the benefit. If we pay benefits in good faith to a relative, we will not have to pay such benefits again.

Your monthly benefits for this plan will be paid on a prorata basis. The rate will be 1/30 per day for any period of disability that does not extend through a full month.

WHAT HAPPENS IF YOUR CLAIM IS OVERPAID?

If LTD benefits have been overpaid on your claim, you will be required to reimburse Regence Life and Health Insurance Company within 60 days, or Regence Life and Health Insurance Company has the right to reduce future benefits until reimbursement is made. Regence Life and Health Insurance Company also has the right to recover such overpayments from your estate.

DOES THIS COVERAGE AFFECT WORKERS' OR WORKMEN'S COMPENSATION?

This plan is not in lieu of, and does not affect, any requirement for coverage by Workers' or Workmen's Compensation insurance.

HOW CAN STATEMENTS MADE IN ANY APPLICATION FOR THIS INSURANCE BE USED?

In the absence of fraud, all statements you made when applying for this insurance and providing evidence of insurability are considered representations and not warranties (absolute guarantees). No statements by you will be used to reduce or deny a claim unless a copy of your signed statement has been given to you.

WHAT HAPPENS IF YOUR AGE IS MISSTATED?

If your age has been misstated, an equitable adjustment will be made in the premium. If the amount of your benefit is dependent upon your age, as shown in the Benefit Duration Schedule, the amount of your benefit will be the amount you would have been entitled to if your correct age were known.

NOTE: A refund of premium will not be made for a period more than twelve months before the date the Company is advised of the error.

WHAT AUTHORITY DOES THE COMPANY HAVE IN MAKING A BENEFITS DETERMINATION?

In making any benefits determination under the Policy, the Company shall have the discretionary authority both to determine your eligibility for benefits and to construe the terms of the Policy.