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# **YOUR GROUP SHORT-TERM DISABILITY BENEFITS**

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**FOR EMPLOYEES OF:**

**Tharco, Inc.**

**CLASS(ES):**

All Other Eligible Employees

**EFFECTIVE DATE:**

June 1, 2018

**PUBLICATION DATE:**

June 5, 2018

## **NOTICE(S)**

**THIS CERTIFICATE DESCRIBES THE BENEFITS THAT ARE AVAILABLE TO YOU. PLEASE READ YOUR CERTIFICATE CAREFULLY. BENEFITS ARE PROVIDED THROUGH A GROUP POLICY ISSUED IN THE STATE OF MARYLAND.**

### **FRAUD WARNING**

Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

If You have any questions about or concerns with this insurance, please first contact the Policyholder or Your benefits administrator. If, after doing so, You still have a question or concern, You may contact Us at:

**United of Omaha Life Insurance Company**  
**Mutual of Omaha Plaza**  
**Omaha, Nebraska 68175**  
**Call Toll-Free: 1-800-877-5176**  
[www.mutualofomaha.com](http://www.mutualofomaha.com)

When contacting Us, please have Your Policy number available.

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# CERTIFICATE OF INSURANCE

## UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office:  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175

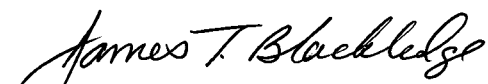
United of Omaha Life Insurance Company certifies that Group Policy Number GUG-BCG4 (the Policy) has been issued to Tharco, Inc. (the Policyholder).

Insurance is provided for Employees of the Policyholder subject to the terms and conditions of the Policy.

Please read this Certificate carefully. The benefits described in this Certificate are effective only if You are eligible for the insurance, become insured and remain insured as described in this Certificate and according to the terms and conditions of the Policy.

If the provisions of this Certificate and those of the Policy do not agree, the provisions of the Policy will apply. The Policy is part of a contract between United of Omaha Life Insurance Company and the Policyholder, and may be amended, changed or terminated without Your consent or notice to You.

This Certificate replaces any certificate previously issued under the Policy.

  
Chief Executive Officer

  
Corporate Secretary

## SCHEDULE

This Schedule describes some of the terms and conditions of the Policy including, but not limited to, the maximum amounts of benefits payable under the Policy, exclusions, and limitations. For a complete description of the terms and conditions of the Policy, refer to the appropriate section of this Certificate.

A person is not necessarily entitled to insurance under the Policy because he or she received this Schedule. A person is only entitled to insurance if he or she is eligible in accordance with the terms of this Certificate. Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of the Policy.

### POLICY INFORMATION

|                                     |   |
|-------------------------------------|---|
| Policyholder:                       | Tharco, Inc.  |
| Policy Effective Date:              | June 1, 2018  |
| Policy Anniversary:                 | June 1  |
| Policy Number:                      | GUG-BCG4  |
| Group Number:                       | G000BCG4  |
| Classification:                     | All Other Eligible Employees  |
| Minimum Work Hours Required:        | 32 hours per week   |
| Eligibility Present Waiting Period: | 60 days   |
| Eligibility Future Waiting Period:  | 60 days   |
| When Insurance Begins:              | the first day of the month that follows the day the Employee becomes eligible. Additional eligibility conditions apply as described in the Certificate. |
| Elimination Period:                 |   |
| Injury:                             | 0 calendar days   |
| Sickness:                           | 7 calendar days   |

### BENEFITS

|                                    |          |
|------------------------------------|----------|
| Weekly Benefit Percentage:         | 60%      |
| Maximum Weekly Benefit:            | \$800    |
| Maximum Benefit Period:            | 26 weeks |
| Vocational Rehabilitation Benefit: | 5%       |

## DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

*Basic Weekly Earnings* for salaried Employees means Your gross annual salary from the Policyholder in effect on the day immediately prior to the date on which Your Disability began, divided by 52.

Basic weekly earnings for hourly Employees means Your hourly rate of pay from the Policyholder in effect on the day immediately prior to Your Disability multiplied by the average number of hours You worked per week, not including overtime, during the 12 month period immediately prior to the date on which Your Disability began. If You were employed with the Policyholder for a period of less than 12 months, basic weekly earnings means Your hourly rate of pay multiplied by the average number of hours You worked per week during that period, not including overtime.

Basic weekly earnings is verified by premium We have received.

Basic weekly earnings includes Employee contributions to Deferred Compensation plans received from the Policyholder.

Basic weekly earnings does not include commissions, bonuses, overtime pay, Policyholder contributions to Deferred Compensation plans, Differentials, and other extra compensation received from the Policyholder.

Proof of Earnings is required.

*Differentials* mean additional compensation You receive from the Policyholder for time or duties beyond those normally required or to accommodate specific working conditions, including, but not limited to:

- a) shift differentials;
- b) hazardous duties differentials;
- c) pay for longevity;
- d) on-call pay;
- e) lead nurse differentials;
- f) English as a Second Language (ESL) differentials;
- g) charge pay;
- h) weekend differentials;
- i) coaching and other extra curricular activities compensation; and
- j) on-call differentials.

*Other Income Source(s)* has the meaning set forth in the Other Income Sources provision of this Schedule.

*Recurrent Disability* means a Disability which is caused by, attributable to, or resulting from the same Injury or Sickness that caused the prior Disability for which You received a Weekly Benefit under the Policy.

*Repayment Agreement* means the written agreement that We provide to You under which You agree to repay Us any overpayment resulting from Your or Your Spouse's or child(ren)'s receipt of Other Income Sources.

*Social Security Normal Retirement Age (SSNRA)* means Your normal retirement age under the U. S. Social Security Act in effect as of the date of Your Disability.

## ELIMINATION PERIOD

If Your Disability is a result of an Injury, there is no Elimination Period. Benefits will begin immediately. If Your Disability begins more than 7 calendar days after Your Injury date, the Elimination Period for Sickness will apply.

If Your Disability is a result of a Sickness, the Elimination Period is 7 calendar days.

The Elimination Period begins on the first day of Disability. The Elimination Period can be satisfied if You are working.



## **RECURRENT DISABILITY**

A Recurrent Disability will be treated as part of Your prior claim and You will not be required to satisfy a new Elimination Period if:

- a) You were continuously insured under the Policy from the date benefits ended for Your prior claim to the date Your Recurrent Disability begins; and
- b) Your Recurrent Disability occurs within 180 days after the date benefits ended for Your prior claim.

If Your Recurrent Disability does not satisfy items a) and b) above, Your Recurrent Disability will be treated as a new Disability.

In order to prevent over-insurance because of duplication of benefits, benefits payable under this Recurrent Disability provision will cease if benefits are payable to You under any other Policyholder sponsored group long-term disability income policy or plan that became effective after the date Your Disability began.

## **WEEKLY BENEFIT**

### **Total Disability**

If You are Disabled and earning less than 20% of Your Basic Weekly Earnings, the Weekly Benefit while Disabled is the lesser of:

- a) 60% of Your Basic Weekly Earnings, less Other Income Sources; or
- b) the Maximum Weekly Benefit, less any Other Income Sources.

### **Partial Disability**

If You are Disabled and You are able to generate Current Earnings of at least 20% and not more than 99% of Your Basic Weekly Earnings, the Weekly Benefit payable will be the Weekly Benefit for Total Disability, unless the sum of:

- a) the Gross Weekly Benefit while You are Disabled; plus
- b) Other Income Sources You receive or are eligible to receive; plus
- c) Current Earnings while You are Disabled

exceeds 100% of Your Basic Weekly Earnings. If this sum exceeds 100% of Your Basic Weekly Earnings, the Weekly Benefit will be reduced by the amount in excess of 100% of Your Basic Weekly Earnings.

## **VOCATIONAL REHABILITATION BENEFIT**

While You are participating in a plan of vocational rehabilitation approved by Us, Your Weekly Benefit will be increased by 5%.

## **MAXIMUM BENEFIT PERIOD**

The maximum number of weeks that benefits are payable for a continuous period of Disability is 26 weeks.

## **OTHER INCOME SOURCES**

We take into account the total of all Your income from other sources of income in determining the amount of Your Weekly Benefit. Your Other Income Sources are any of the following amounts that You receive or are eligible to receive as a result of Your Disability or the Sickness and/or Injury that caused, in whole or in part, Your Disability:

- a) Any amount under another Policyholder sponsored group short-term or long-term disability insurance policy or plan. Any amount under the above plans will be offset as long as the other group insurance plan does not reduce its benefits by the same amount the insured is eligible or entitled to receive under this plan.
- b) Any amount as disability income payments under any:
  1. state compulsory benefit act or law; or
  2. government retirement system as a result of Your job with the Policyholder.

- c) Any amount of benefits under the Policyholder's Retirement Plan. Benefits payable before the plan's normal retirement age are considered Other Income Sources only if You voluntarily elect to receive these benefits.
- d) Any benefits for You or Your Spouse and Dependent Child under:
  - 1. the Canada Pension Plan;
  - 2. the Quebec Pension Plan;
  - 3. the Railroad Retirement Act;
  - 4. any public employee retirement plan;
  - 5. any teachers employment retirement plan; or
  - 6. any similar plan or act that provides:
    - a. Disability benefits; or
    - b. retirement benefits (except this will not apply if Your Disability begins after Your Social Security Normal Retirement Age and You were already receiving Social Security retirement benefits. This exception only applies to U.S. Social Security Benefits).

Retirement benefits payable before the normal retirement age of any of the above mentioned plans or acts are considered Other Income Sources only if You or Your Spouse and Dependent Child voluntarily elect to receive these benefits.

- e) Any amount payable as:
  - 1. salary continuance, except
    - a. paid time off (PTO) that is not specified as sick leave;
    - b. vacation;
    - c. any earned time off program;
  - 2. sick leave; or
  - 3. severance allowance.
- f) Any amount from a third party (after subtracting attorneys' fees) by judgment, settlement or otherwise.
- g) Any amount from any unemployment insurance law or program.

## EXPLANATION OF OTHER INCOME SOURCES

You must apply for and pursue Other Income Sources for which You are or may become eligible, including but not limited to Social Security disability and/or dependent benefits, and do what is needed to obtain them. If Your application or claim for Other Income Sources is denied, We may require that You appeal the decision to a level that is satisfactory to Us and provide written proof of all levels of appeal.

As part of Your proof of Disability, We require that You furnish evidence to Us that You have applied for and pursued Other Income Sources for which You are or may become eligible.

After the initial reduction for each type of Other Income Source, We will not further reduce Your Weekly Benefit due to any cost of living increases payable under such type of Other Income Source.

Other Income Sources that are paid in a lump sum will be prorated on a weekly basis over a period for which the sum is given. If no time period is stated, the sum will be prorated on a weekly basis over the lesser of the following:

- a) the Policy's Maximum Benefit Period; or
- b) 12 equal payments.

If Other Income Sources are paid on a retroactive basis, We may reduce or suspend the Weekly Benefit to recover any overpayment.

Regardless of how funds from a Retirement Plan are distributed, We will consider Your contributions and the Policyholder's contributions to be distributed simultaneously during Your lifetime.

We will pay the full amount of the Weekly Benefit if You:

- a) apply for Other Income Sources; and
- b) sign Our Repayment Agreement.

Until You have signed Our Repayment Agreement and have given written proof to Us that application has been made or all available appeals have been exhausted for Other Income Sources, We may:

- a) estimate Your Other Income Sources; and
- b) reduce Your Weekly Benefit by that amount.

If We reduce Your benefit on this basis, and if all of Your appeals are denied, We will restore Your Weekly Benefit amount and refund any underpayment to You in a lump sum.

## ELIGIBILITY

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

### DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

*Actively Working, Active Work* means an Employee is performing the normal duties of his or her Regular Job for the Policyholder on a regular and continuous basis 32 or more hours each week. An Employee will be considered to be actively working on any day that is a regular paid holiday or day of vacation, or regular or scheduled non-working day, provided the Employee was actively working on the last preceding regular work day.

*Eligibility Waiting Period* means a continuous period of Active Work that an Employee must satisfy before becoming eligible for insurance as described in the When an Employee Becomes Eligible for Insurance (Eligibility Waiting Period) provision.

*Prior Plan* means any group disability plan or individual worksite disability plan of benefits:

- a) replaced by insurance under part or all of the Policy; and
- b) in effect and maintained or sponsored by the Policyholder on the day before the Policy Effective Date.

*Written Request* means a request that is signed, dated and submitted to the Policyholder. The request must be on a form We supply or be in a form and content acceptable to Us.

### WHEN AN EMPLOYEE BECOMES ELIGIBLE FOR INSURANCE (ELIGIBILITY WAITING PERIOD)

An Employee who has completed an Eligibility Waiting Period of 60 days on or before the Policy Effective Date becomes eligible for insurance under the Policy on the Policy Effective Date.

An Employee who is not eligible for insurance under the Policy on the Policy Effective Date, or an Employee who is hired after the Policy Effective Date, becomes eligible for insurance under the Policy on the day following completion of an Eligibility Waiting Period of 60 days.

The day on which an Employee becomes eligible for insurance under the Policy may not be the same as the day on which insurance begins. The When Insurance Begins provision describes the day on which insurance begins.

### CONTINUITY OF INSURANCE UPON TRANSFER OF INSURANCE CARRIER

If You are not Actively Working on the Policy Effective Date due to Injury or Sickness, upon payment of the premium, You will be insured under the Policy if You:

- a) were covered under a Prior Plan on the day before the Policy Effective Date; and
- b) resume Active Work.

### WHEN INSURANCE BEGINS

An eligible Employee will become insured on the first day of the month that follows the day the Employee begins Active Work.

If the Employee is not Actively Working on the day insurance would otherwise begin, insurance will begin on the day the Employee returns to Active Work.

## **EXCEPTIONS TO WHEN INSURANCE BEGINS**

This provision does not apply if the Employee is eligible for coverage under the Continuity of Insurance Upon Transfer of Insurance Carrier provision.

Insurance for an Employee who has an Injury or Sickness and is confined:

- a) in a Hospital as an inpatient;
- b) in any institution or facility other than a Hospital; or
- c) at home and under the care or supervision of a Physician;

on the day insurance is to begin will not take effect until the first day of the month that follows the day the Employee returns to Active Work.

## **CHANGES TO INSURANCE BENEFITS**

Any allowable change in Your classification or amount of insurance, whether requested by You or the Policyholder, or as a result of the terms of the Policy, will take effect on the first day of the month that follows the date of the request or the change.

## **REINSTATEMENT OF INSURANCE**

You may be eligible to reinstate insurance that has ended in accordance with this provision. You must submit a Written Request to reinstate insurance within 31 days of Your return to Active Work.

Reinstated insurance will take effect on the first day of the month that follows the date of the Written Request. If You are not Actively Working on the day the reinstated insurance would otherwise take effect, insurance will become effective on the day You return to Active Work.

### **Involuntary Reduction in Hours**

If insurance ended because the Employee was no longer Actively Working due to an involuntary reduction of hours worked, insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee returns to Active Work and there was no break in employment with the Policyholder after the date insurance ended.

### **Rehired Employee Due to Layoff or Termination**

If insurance ended because the Employee was no longer Actively Working due to layoff or termination of employment with the Policyholder, insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee is rehired and returns to Active Work within 90 days from the date employment ended. All other Policy provisions, including the Pre-existing Condition Exclusion provision, will apply.

## **WHEN INSURANCE ENDS**

Insurance will end on the earliest of the day:

- a) You are no longer eligible for insurance under the Policy;
- b) You begin active duty in the Armed Forces, National Guard or Reserves of any state or country (except for temporary active duty of 31 days or less);
- c) the Policy terminates; or
- d) insurance ends in accordance with the Grace Period provision.

If You are Disabled on the day the Policy terminates, benefits will continue subject to the When Benefits End provision located in the Benefits section.

## **EXCEPTIONS TO WHEN INSURANCE ENDS**

If insurance for You ends but the Policy is in effect, You may be able to continue or obtain insurance under one of the following provisions:

- a) Continuation of Insurance During Disability

- b) Continuation of Insurance Under the Family and Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA)

**CONTINUATION OF INSURANCE DURING DISABILITY**

If You become Disabled, Your insurance will continue with payment of premium for as long as You are entitled to receive Weekly Benefits.

**CONTINUATION OF INSURANCE UNDER THE FAMILY MEDICAL LEAVE ACT (FMLA) AND UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)**

The federal Family Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto, as well as other applicable federal or state laws, may allow continuation of insurance in certain instances for leaves of absence, layoff or termination. Contact the Policyholder for additional information regarding any other continuation options that may be available.

## SHORT-TERM DISABILITY BENEFITS

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

### DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

*Good Cause* means documented physical or mental impairments that:

- a) render You incapable of rehabilitation;
- b) interfere with a medical program You are currently participating in; or
- c) conflict with any other program You are participating in that will enable You to return to active employment.

### SHORT-TERM DISABILITY BENEFITS

If You become Disabled due to an Injury or Sickness, while insured under the Policy, We will pay the Weekly Benefit shown in the Schedule in accordance with the terms of the Policy. Benefits will begin after You satisfy the Elimination Period shown in the Schedule.

### VOCATIONAL REHABILITATION PROVISION

If You are Disabled and are receiving Disability benefits as provided by the Policy, You may be eligible to receive vocational rehabilitation services. These services include, but are not limited to:

- a) worksite modification and/or special equipment;
- b) job placement;
- c) retraining; and
- d) other services reasonably necessary to help You return to work.

While You are participating in a plan of vocational rehabilitation approved by Us, Your Weekly Benefit will be increased by a percentage as shown in the Schedule.

Eligibility for vocational rehabilitation services is based on Your education, training, experience and physical/mental capabilities. Before vocational rehabilitation services will be considered:

- a) Your Disability must not allow You to perform Your Regular Job;
- b) You must have the physical and mental capability to complete a rehabilitation program; and
- c) there must be reasonable expectation that rehabilitation services will help You return to active employment.

We will develop an Individual Written Rehabilitation Plan (IWRP), which may include input from You, Your Physician and the Policyholder. The IWRP will describe:

- a) the vocational rehabilitation goals and services;
- b) the responsibilities of Us, You and any third parties associated with the IWRP;
- c) the times and dates of the vocational rehabilitation services; and
- d) all costs associated with the services.

Either We, Your Physician, or You may initiate consideration for Your participation in vocational rehabilitation. Failure to participate without Good Cause will result in reduction or termination of Disability benefits. Reduction of benefits will be based on Your income potential if You were employed after a vocational rehabilitation program.

We will make the final determination of any vocational rehabilitation services provided, eligibility for participation and any continued benefit payments.

While You are a participant in an IWRP, Weekly Benefits will continue to be payable subject to reduction by Other Income Sources. Eligibility for continued Weekly Benefits will be assessed at the completion of the IWRP.

## **WHEN BENEFITS END**

Benefits will be paid during a period of Disability until the earliest of the day:

- a) You are no longer Disabled;
- b) You die;
- c) on which the Maximum Benefit Period ends as shown in the Schedule;
- d) You fail to provide Us satisfactory proof of continuous Disability;
- e) You fail to provide Us satisfactory Proof of Earnings;
- f) You have been incarcerated or imprisoned for 31 days or longer;
- g) You fail to comply with Our request to be examined by a Physician and/or vocational rehabilitation expert of Our choice;
- h) You are not under Regular and Appropriate Care and Treatment for the Injury or Sickness that caused the Disability;  
or
- i) You are able to return to work with the Policyholder on a part-time or Full-Time basis and do not do so.

If You are eligible to receive Disability payments on the day the Policy ends, benefits will continue subject to all other Policy provisions.

## **EXCLUSIONS**

We will not pay benefits for any Disability which:

- a) results from an act of declared or undeclared war or armed aggression;
- b) results from Your commission of or attempt to commit a felony;
- c) arises out of or in the course of employment with the Policyholder for which You are entitled to benefits under any workers' compensation or occupational disease law, or receives any settlement from the workers' compensation carrier;
- d) results, whether You are sane or insane, from:
  1. an intentionally self-inflicted Injury or Sickness; or
  2. attempted suicide;
- e) occurs while You are incarcerated or imprisoned for any period exceeding 31 days; or
- f) is solely a result of a loss of a professional license, occupational license, or certification.



## **PREMIUM PAYMENTS**

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

### **GRACE PERIOD**

All premiums for insurance under the Policy must be paid within the grace period. There is a grace period of 60 days for payment of premiums. This means that, except for the initial premium, if premium is not paid on or before the date it is due, the premium must be paid in the 60-day period that follows. We will consider premium to be paid on the date We receive it.

Insurance will stay in force during the grace period, unless You or the Policyholder provides Us with written notice that insurance will terminate during the grace period. If We receive such notice, insurance will terminate on the date requested.

If any premium due is not paid during the grace period, insurance will end on the last day of the grace period. If insurance ends, it may be reinstated as described in the Reinstatement of Insurance provision.

### **PREMIUM CHANGES**

If You request a change in the amount of insurance, the Policyholder will provide You with notice of Your new premium amount upon request.

If there is a change in the amount of the premium for insurance in accordance with the terms of the Policy, the Policyholder will provide You with notice of the change at least 31 days prior to the date of the change.

Premium amounts will change if premium rates under the Policy are changed.

## PAYMENT OF CLAIMS

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

### HOW TO OBTAIN PLAN BENEFITS FOR DISABILITY OR OTHER LOSS

Forward the completed claim form for Disability or other benefits to:

Benefits Administrator  
Tharco, Inc.  
P.O. Box 759  
Stewartstown, Pennsylvania 17363

You will be responsible for any fees charged by Your Physician for completing a claim form.

### CLAIM ASSISTANCE

For assistance with filing a claim or an explanation of how a claim was paid, contact:

United of Omaha Life Insurance Company  
Group Disability Management Services  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175  
Call Toll-Free: 1-800-877-5176

### PROOF OF DISABILITY

A claim form can be requested from the Plan Administrator, from Us or obtained on Our website. A request for a claim form should be made within 20 days after a Disability occurs or as soon as reasonably possible. Failure to request a claim form will not invalidate or reduce a claim if:

- a) it was not reasonably possible to give notice within 20 days; and
- b) notice was given as soon as reasonably possible.

If You do not receive a claim form within 15 days of Your request, You can provide a written or verbal statement to Us, stating:

- a) that You are under the Regular and Appropriate Care and Treatment of a Physician;
- b) the appropriate documentation of Your job duties at Your Regular Job and Your Basic Weekly Earnings;
- c) the date Your Disability began;
- d) the cause of your Disability;
- e) any restrictions and limitations preventing You from performing Your Regular Job; and
- f) the name and address of any attending Physician, Hospital or institution where You received treatment.

A completed claim form and other information needed to prove loss must be submitted to Us within 90 days after the end of the Elimination Period.

Failure to furnish such proof within this time period shall not invalidate nor reduce any claim if:

- a) it was not reasonably possible to give proof within that 90-day period; and
- b) proof is furnished as soon as reasonably possible, but not later than one year after the end of the Elimination Period, unless You or Your beneficiary are not legally capable.

Proof of continued Disability, Regular and Appropriate Care and Treatment of a Physician and any Other Income Sources must be given to Us, upon request. This proof must be received within 45 days of Our request. If it is not, benefits may be denied or suspended.

## **ADDITIONAL SUPPORTING INFORMATION FOR DISABILITY AND OTHER CLAIMS**

We may occasionally require You to be examined by a Physician or vocational rehabilitation expert of Our choice to assist in determining whether benefits are payable. We will pay for these examinations; however, You may be responsible for fees associated with failure to notify the examination office of Your appointment cancellation within the required amount of time specified by the examiner. We may recover this fee by reduction of benefits that are payable. We will not require more than a reasonable number of examinations.

Disability and other benefits will be paid within 30 days after We receive acceptable proof of loss. Benefits will be paid only if We determine that the claimant is entitled to benefits under the terms of the Policy. We may require supporting information which may include, but is not limited to, the following:

- a) clinical records;
- b) charts;
- c) x-rays;
- d) Proof of Earnings; and
- e) other diagnostic aids.

## **MODE OF PAYMENT FOR DISABILITY**

Disability benefits will be paid by Us weekly after We receive acceptable proof of Disability. Any balance remaining unpaid at the termination of the period for which We are liable will be paid as soon as reasonably possible after acceptable proof of loss. Benefits will be paid to You, except benefits unpaid at Your death may be paid, at Our option, to:

- a) Your Eligible Survivor; or
- b) Your estate.

## **REFUND TO US**

If it is found that We paid more benefits than We should have paid under the Policy, We have the right to a refund from You or the recipient of benefits.

We also have a right to a refund for any payments due to:

- a) fraud or misrepresentation;
- b) any error We make in processing a claim; or
- c) Your receipt of Other Income Sources.

You or the recipient of benefits must reimburse Us in full. We will determine the method by which the repayment is to be made, including without limitation, reducing or withholding Your Weekly Benefit or any benefits payable to You under any other disability insurance policy issued by Us. We will credit these payments to the refund until the refund is fully recovered.

Policy benefits will be paid only if We determine, in Our discretion, that the claimant is entitled to benefits under the terms of the Policy (see the ERISA Summary Plan Description for additional information included with the Certificate).

## CLAIM REVIEW AND APPEAL PROCEDURES

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

### DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

*Adverse Benefit Determination* means a denial, reduction, or termination of a benefit or a failure to provide or make payment (in whole or in part) for a benefit. This includes, without limitation, any such denial, reduction or termination of a benefit, or failure to provide or make payment, that is based upon ineligibility for insurance under the Policy.

*Claimant* means the person who submits a claim for benefits under the Policy, including the authorized representative of such person.

### CLAIM REVIEW PROCEDURES

Once We receive information necessary to evaluate the claim, We will make a decision within the time periods set forth below. In the event an extension is necessary due to matters beyond Our control, We will notify the Claimant of the extension and the circumstances requiring the extension.

Except when the Claimant voluntarily agrees to provide Us with additional time, extensions are limited as set forth below. If an extension is necessary due to the Claimant's failure to submit complete information, We will notify the Claimant of the additional information required. Such notice of incomplete information will be sent within the time periods set forth below.

In order for Us to continue processing the claim, the missing information must be provided to Us within the time periods set forth below. The Claimant may contact Us at any time for additional details about the processing of the claim.

### INITIAL CLAIM DECISION

The period of time within which a claim decision will be made begins at the time the claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing. The applicable time periods are shown below:

- a) initial claim decision period: 45 days unless additional information is requested as set forth below;
- b) extension period: 30 days; and
- c) maximum number of extensions: two.

If additional information is needed, We will notify the Claimant within 10 days of Our receipt of the claim. Once the Claimant receives Our request for additional information, the Claimant will be given no less than 45 days to submit the additional information to Us. We will make Our determination within 15 days of Our receipt of the additional information. If We do not receive the additional information within the specified time period, We will make Our determination based upon the available information.

### CLAIM DENIALS

If a request for a claim is denied, in whole or in part, the Claimant will receive notice of the denial, which will include:

- a) the specific reason(s) for the denial;
- b) reference to the specific Policy provisions on which the denial is based;
- c) a description of the appeal procedures and time limits applicable to such procedures, including the right to request an appeal within 180 days and the right to bring a civil action following the appeal process; and
- d) any other information which may be required under state or federal laws and regulations.

Additionally, if an internal rule, guideline, protocol or other similar criterion was relied upon in making the Adverse Benefit Determination, the Claimant has the right to request information about such internal rule, guideline, protocol or other similar criterion that was used in making the Adverse Benefit Determination, free of charge.

## **OPPORTUNITY TO REQUEST AN APPEAL**

The Claimant shall have a reasonable opportunity to appeal a claim review decision. As part of the appeal, there will be a full and fair review of the claim review decision.

The Claimant will have no later than 180 days from the Claimant's receipt of notification of Our claim review decision to submit a request for an appeal. The request for an appeal should include:

- a) the Claimant's name;
- b) the name of the person filing the appeal if different from the Claimant;
- c) the Policy number; and
- d) the nature of the appeal.

The request for an appeal can be submitted in any manner and should include any additional information that may have been omitted from Our review or that should be considered by Us. The notification regarding Our claim review decision will include instructions on how and where to submit an appeal.

By requesting an appeal, the Claimant has authorized Us, or anyone designated by Us, to review any and all records (including, but not limited to, medical records) which We determine may be relevant to the appeal.

A document, record, or other information will be considered relevant to a claim if it:

- a) was relied upon in making the claim decision;
- b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
- c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

## **RESPONSE TO APPEALS**

We will respond no later than 45 days from Our receipt of the request for an appeal. However, if We determine that an extension is required, We will notify the Claimant in writing of the extension prior to the termination of the initial appeal period. In no event will the extension exceed 45 days from the end of the initial appeal period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

When We make Our determination, the Claimant will be provided with:

- a) information regarding the decision; and
- b) information regarding other internal or external appeal or dispute resolution alternatives, including any required state mandated appeal rights.

The period of time within which an appeal decision is required to be made will begin at the time an appeal is filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the Claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent until the earlier of (1) the date on which We receive the response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

## STANDARD PROVISIONS

### INSURANCE CONTRACT

The insurance contract consists of:

- a) the Policy;
- b) the Policyholder's signed application attached to the Policy; and
- c) any application signed by You.

Statements in an application are considered representations and not warranties. We will not use any statements in Your application to deny a claim or to contest the validity of this insurance unless We provide You with a copy of that application.

### CHANGES IN THE INSURANCE CONTRACT

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- a) does not require Your consent; and
- b) must be:
  1. in writing;
  2. made a part of the Policy; and
  3. signed by Our authorized representative in Our home office.

A change may affect any class of Employees included in the Policy.

### INCONTESTABILITY

We will not use any statements in Your application to contest the validity of this insurance after it has been in-force during Your lifetime for two years.

### LEGAL ACTIONS

No legal action can be brought until at least 60 days after We have been given proof of loss. No legal action can be brought more than 3 years after the date proof of loss is required, unless otherwise required by state law in Your state of residence.

## GENERAL DEFINITIONS

The following capitalized terms have the meanings assigned in this section. These terms are used throughout this Certificate.

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

*Certificate* means this document that describes the benefits, terms, conditions, exclusions and limitations of the insurance provided under the Policy.

*Current Earnings* means any actual pre-tax weekly income You receive while You are working and eligible to receive a Weekly Benefit, or the pre-tax earnings You could receive if You were working at Your Maximum Capacity.

*Deferred Compensation* means contributions You make through a salary reduction agreement with Policyholder to a plan or arrangement under the following Internal Revenue Code (IRC) sections or any other plan or arrangement defined as deferred compensation under the IRC:

- a) 401(k);
- b) 403(b);
- c) 408(k); or
- d) 457.

*Dependent Child* means:

- a) Your natural born or legally adopted child;
- b) Your stepchild or child of Your domestic or civil union partner or equivalent living in Your home; or
- c) any other child who lives with You in a regular parent/child relationship and who qualifies as Your "dependent" as defined in the U.S. Internal Revenue Code.

Dependent child does not include:

- a) a child who is married, in a domestic partnership, in a civil union partnership or equivalent, as recognized and allowed by federal law, or by state law in a child's state of residence;
- b) a child who has been legally adopted by another person; or
- c) a child:
  1. temporarily living in Your home;
  2. placed in Your home by a social service agency which retains control over the child; or
  3. who has a natural parent in a position to exercise parental responsibility and control.

*Disability* and *Disabled* mean that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred, as a result of which:

- a) during the Elimination Period, You are prevented from performing at least one of the Material Duties of Your Regular Job (on a part-time or full-time basis); and
- b) after the Elimination Period, You are:
  1. prevented from performing at least one of the Material Duties of Your Regular Job (on a part-time or full-time basis); and
  2. unable to generate Current Earnings which exceed 99% of Your Basic Weekly Earnings due to that same Injury or Sickness.

Disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with the Policyholder.

*Eligible Survivor* means Your Spouse, if living; otherwise, it means Your Dependent Child under age 26. An eligible survivor must be living at the time of Your death.

*Elimination Period* means the number of days of continuous Disability which must be satisfied before You are eligible to receive benefits. The elimination period is shown in the Schedule.

*Employee* means a person who is:

- a) a citizen or permanent resident of the United States; or
- b) lawfully and legally able to work in the United States pursuant to applicable federal and state laws; and
- c) receiving compensation from the Policyholder for work performed for the Policyholder at:
  1. the Policyholder's usual place of business;
  2. an alternative work site at the direction of the Policyholder; or

3. a location to which the employee must travel to perform the job.

An employee does not include a person:

- a) who resides outside the United States for a period in excess of 12 consecutive months unless written approval has been received from Our authorized representative in Our home office;
- b) working on a seasonal or temporary basis; or
- c) performing services for the Policyholder as an independent contractor, including persons reporting income on a 1099 form or subject to the terms of a leasing agreement between the Policyholder and a leasing organization.

*Evidence of Insurability* means proof of good health acceptable to Us. This proof may be obtained through questionnaires, physical exams or written documentation, as required by Us.

*Full-Time* means working the required number of hours to be considered a full-time employee of the Policyholder.

*Gross Weekly Benefit* means Your Weekly Benefit amount before any reduction for Other Income Sources and Current Earnings.

*Hospital* means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

*Injury* means an accidental bodily injury that requires treatment by a Physician. It must result in loss independently of Sickness and other causes. Disability resulting from an injury must occur while You are insured under the Policy.

*Material Duties* means the essential tasks, functions, and operations relating to Your Regular Job that cannot be reasonably omitted or modified.

*Maximum Capacity* means, based on Your medical restrictions and limitations, the greatest extent of work You are able to do in Your Regular Job.

*Maximum Weekly Benefit* means the maximum dollar amount of disability benefit You may receive per week as shown in the Schedule.

*Medically Necessary* means care that is ordered, prescribed, or rendered by a Physician or Hospital, and is determined by Us, or a qualified party or entity selected by Us, to be:

- a) provided for the diagnosis or direct treatment of Your Injury or Sickness;
- b) appropriate and consistent with the symptoms and findings or diagnosis and treatment of Your Injury or Sickness; and
- c) provided in accordance with generally accepted national professional standards and/or medical practice.

*Our, We, Us* means United of Omaha Life Insurance Company.

*Physician* means any of the following licensed practitioners:

- a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- b) a licensed doctoral clinical psychologist;
- c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- d) a licensed physician's assistant (PA) or nurse practitioner (NP); or
- e) where required by law, any other licensed practitioner of a healing art who is acting within the scope of his/her license.

A physician does not include:

- a) a naturopathic doctor;
- b) an acupuncturist;
- c) a physician in training; or
- d) You, Your Spouse, any person who lives with You, a child, brother, sister or parent of You or Your Spouse.

*Plan Administrator* means the person or entity designated as the plan administrator for the Policyholder's group disability welfare benefit plan.



*Policy* means the group policy issued to the Policyholder by Us, including this Certificate.

*Policy Anniversary* means June 1 of each Policy Year.

*Policy Effective Date* means June 1, 2018.

*Policy Year* means the period commencing on the Policy Effective Date and ending on the next succeeding Policy Anniversary and, thereafter, each 12-month period commencing on the Policy Anniversary.

*Policyholder's Retirement Plan* means any Retirement Plan:

- a) which is part of any federal, state, county, municipal, or association retirement system; and
- b) for which You are eligible as a result of employment with the Policyholder.

*Proof of Earnings* means:

- a) copies of Your U.S. individual income tax returns and business income tax returns, including all forms, schedules and attachments, if applicable;
- b) payroll records; and
- c) any other records We request.

*Regular and Appropriate Care and Treatment* means You visit and receive care and treatment from a Physician as frequently as is medically required, to effectively manage and treat Your Injury or Sickness. Such care and treatment must be:

- a) Medically Necessary;
- b) received from a Physician whose expertise, medical training, and clinical experience are suitable for treating Your Injury or Sickness; and
- c) received primarily is to improve Your medical condition and thereby aid in Your ability to return to work.

*Regular Job* means the occupation You are routinely performing when Your Disability begins.

*Retirement Plan* means a plan which:

- a) provides benefits to You, either in a lump sum or in the form of periodic payments, upon the later of:
  - 1. early or normal retirement as defined in the plan or under the U.S. Social Security Act; or
  - 2. disability, if the payment does not reduce the amount of money which would have been paid at the normal retirement age under the plan if the disability had not occurred; and
- b) is not funded wholly by Your contributions.

A retirement plan shall not include a profit-sharing plan or a plan such as a 401(k), a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, or a Deferred Compensation plan.

*Sickness* means a disease, disorder or condition, including pregnancy, that requires treatment by a Physician. Disability resulting from a sickness must occur while You are insured under the Policy. Sickness does not include elective or cosmetic surgery or procedures, or resulting complications, except for resulting complications arising directly from unplanned and unanticipated adverse consequences of surgery. Sickness includes the donation of an organ in a non-experimental organ transplant procedure.

*Spouse* means the person to whom You are legally married, or Your domestic partner, civil union partner or equivalent, as recognized and allowed by federal law, or by state law in Your state of residence.

*You, Your* means the Employee who is insured under the Policy.

## **ADDITIONAL SUMMARY PLAN DESCRIPTION INFORMATION**

The Employee Retirement Income Security Act of 1974 (ERISA) requires that certain information be furnished to eligible participants in an employee benefits plan. The employee benefits plan maintained by the Policyholder shall be referred to herein as the "Plan."

This document, in conjunction with Your Certificate, is Your ERISA Summary Plan Description for the insurance benefits described herein.

Contributions are made solely by the Policyholder. Contributions are based on the amount of insurance premiums necessary to provide Plan coverage.

The Plan provides coverage for more than one class of Employees.

The benefits under the Plan are fully insured by Us under a group insurance policy issued by Us. Benefits under the Policy are guaranteed to the extent all Policy provisions are met and subject to all terms and conditions of the Policy (including, but not limited to, all exclusions, limitations and exceptions in the Policy). Our home office is located at Mutual of Omaha Plaza, Omaha, NE 68175.

### **EMPLOYER IDENTIFICATION NUMBER AND PLAN NUMBER**

The Employer Identification Number (EIN) is: 52-1110028

The Plan Number is: 502

### **PLAN ADMINISTRATOR**

The Plan is provided through and administered by:

Tharco, Inc.  
P.O. Box 759  
Stewartstown, PA 17363  
Phone: (717) 993-8575

### **AGENT FOR SERVICE OF LEGAL PROCESS**

The agent for service of legal process upon the Plan is:

Tharco, Inc.  
P.O. Box 759  
Stewartstown, PA 17363  
Phone: (717) 993-8575

### **PLAN YEAR**

Each 12-month period beginning on June 1 is a "plan year" for the purposes of accounting and all reports to the U.S. Department of Labor and other regulatory bodies.

## STATEMENT OF ERISA 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:

a) Receive Information About Your Plan and Benefits

1. Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including insurance contracts and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
2. 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. The Plan Administrator may make a reasonable charge for the copies.
3. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

b) Prudent Actions by Plan Fiduciaries

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

c) Enforce Your Rights

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

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

d) Assistance with Your Questions

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

## **PLAN DISCLOSURES**

You are entitled to request from the Plan Administrator, without charge, information applicable to the Plan's benefits and procedures. In addition, Your Certificate includes, as applicable, a description of:

- a) employee eligibility requirements;
- b) when insurance ends;
- c) state or federal continuation rights; and
- d) claims procedures.

## **PLAN CHANGES**

The persons with authority to change, including the authority to terminate, the Plan on behalf of the Policyholder are the Policyholder's Board of Directors or other governing body, or any person or persons authorized by resolution of the Board or other governing body to take such action. Please refer to the provision in Your Certificate entitled "Changes in the Insurance Contract" for information about how the Policy can be changed. The Policyholder's benefits area is authorized to apply for and accept the Policy and any changes to the Policy on behalf of the Policyholder.



**Group Short-Term Disability Benefits**

**Tharco, Inc.**

**Group Number: G000BCG4**

**United of Omaha Life Insurance Company**

**Home Office:  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175**



**Mutual of Omaha**