Group
Long Term Disability
Insurance

Designed for Employees of

ROSE-HULMAN Institute of Technology

by

PROPERTY & CASUALTY • LIFE & ANNUITIES • GROUP BENEFITS • REINSURANCE

Class 2

CNA Group Life Assurance Company

CNA Plaza
Chicago, Illinois 60685

A Stock Company

Having issued Group Policy No. SR-83106377

to

ROSE-HULMAN Institute of Technology

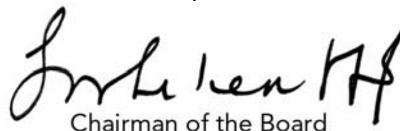
(herein called the Employer)

CERTIFICATE OF INSURANCE

CERTIFIES that *You* are insured provided that *You* qualify under the ELIGIBILITY provision, become insured and remain insured in accordance with the terms of the policy. *Your* insurance is subject to all the definitions, limitations and conditions of the policy. It takes effect on the effective date stated in the EFFECTIVE DATE provision.

This certificate describes *Your* eligibility for benefits and the terms and provisions of the policy. It replaces and cancels any other certificate previously issued to *You* under the policy.
CDI-1AB

Signed for CNA Group Life Assurance Company



Group Long Term Disability Certificate

SBDI-C

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Note: All terms in *italics* are listed and defined in the Definitions section or within the certificate itself.
CDI-3AA

SCHEDULE OF BENEFITS

Effective as of: August 1, 2003

Employer:	ROSE-HULMAN Institute of Technology
Policy Number:	SR-83106377
Effective Date:	August 1, 2003
Eligibility:	All full-time Employes who are not Faculty or Administrators working in the United States of America who are Actively at Work for the Employer and who have completed the waiting period required by the Employer. A full-time employe is one who regularly works a minimum of 30 hours per week for the Employer. Part-time, seasonal and temporary employees are not eligible.
Waiting Period:	For employees in an eligible group on or before the Policy Effective Date: *12 Months of continuous active, full-time employment For employees entering an eligible group after the Policy Effective Date: *12 Months of continuous active, full-time employment * 12 Months waiting period is waived if insured within 3 months prior and prior plan provided coverage with a 5+ year benefit duration. Re-entry is allowed without a waiting period if individual is re-hired within 12 months and was insured under long-term disability when employment ceased.
Elimination Period:	90 Days 180 Days with respect to the Catastrophic Disability Benefit
LTD Monthly Benefit:	60% of *Monthly Earnings* to a maximum benefit of $10,000 per month subject to reduction by deductible sources of income or *Disability Earnings*.
Social Security Offset Method:	Family Social Security
Employer Contribution:	100% of premium

Maximum Period Payable:

Age at Disability	Maximum Period Payable
Age 61 or younger	To Retirement Age*
Age 62	42 months or to Retirement Age*, whichever is longer
Age 63	36 months or to Retirement Age*, whichever is longer
Age 64	30 months or to Retirement Age*, whichever is longer
Age 65	24 months or to Retirement Age*, whichever is longer
Age 66	21 months or to Retirement Age*, whichever is longer
Age 67	18 months or to Retirement Age*, whichever is longer
Age 68	15 months or to Retirement Age*, whichever is longer
Age 69 or over	12 months

***SOCIAL SECURITY NORMAL RETIREMENT AGES**

Based on the 1983 amendment to the Social Security Act, the following are normal retirement ages by date of birth:

Year of Birth	Social Security Normal Retirement Age
1937 or earlier	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 or later	67 years

Catastrophic Disability Benefit: 12 months

OTHER FEATURES

The following other features are included:

- Waiver of Premium
- Work Incentive Benefit
- Enhanced Work Incentive Benefit
- Minimum Benefit
- Recurrent Disability
- FMLA Coverage Extension
- Conversion Option
- Survivor Benefit
- Day Care Benefit
- Worksite Modification Benefit
- Vocational Rehabilitation Service
- Social Security Assistance
- Cost of Living Adjustment
- Catastrophic Disability Benefit
    - Caregiver Respite Benefit
    - Caregiver Training Benefit
    - Emergency Alert System Benefit
- Continuity of Coverage

THIS SCHEDULE OF BENEFITS CANCELS AND REPLACES ALL OTHER SCHEDULES PREVIOUSLY ISSUED TO *YOU* UNDER THE POLICY. IT OUTLINES THE POLICY FEATURES. THE FOLLOWING PAGES PROVIDE A COMPLETE DESCRIPTION OF THE PROVISIONS OF *YOUR* CERTIFICATE.

SOBC

ELIGIBILITY AND EFFECTIVE DATES

Are You eligible for this insurance?

All full-time Employes who are not Faculty or Administrators working in the United States of America who are Actively at Work for the Employer and who have completed the waiting period required by the Employer.

A full-time employe is one who regularly works a minimum of 30 hours per week for the Employer. Part-time, seasonal and temporary employees are not eligible.

The waiting period is stated in the *Schedule of Benefits.*
CDI-4AA

When does Your insurance become effective?

If *You* are eligible as of the Policy Effective Date, *Your* insurance shall take effect on such Date. If *You* become eligible after the Policy Effective Date, *Your* insurance shall become effective on the first of the month that falls on or next follows the date *You* become eligible.

If, because of *Injury* or *Sickness*, *You* are eligible but not *Actively at Work* on the date the insurance would otherwise take effect, it will take effect on the day *You* return to *Active Work*.
CDI-5AA

Who pays for Your coverage?

Your Employer pays the entire cost of *Your* coverage.
CDI-6AA

Is premium payable while You receive benefits?

We will waive premium for *You* during a period of *Disability* for which the *LTD Monthly Benefit* is payable under the Policy. Premium payment is required during *Your Elimination Period* or any other period when the *LTD Monthly Benefit* is not payable under the Policy.
CDI-45AA

What happens if We are replacing an existing contract?

Effect on *Actively at Work* Provision

If *You* were insured under the Prior Policy on the day before the Policy Effective Date, *You* may be covered by the Policy even if *You* fail to satisfy the *Actively at Work* requirement as stated in the *Are You eligible for this insurance?* provision. *You* will receive credit for time covered under the Prior Policy. This credit will be applied toward satisfaction of service waiting periods, *Elimination Period*s or any other periods of the same or similar provisions under the Policy.

Effect on Benefits

If *You* do not satisfy the *Actively at Work* requirement, *You* may still be eligible for benefits under the Policy as follows:

> The benefits payable under the Policy will be the benefit which would have been payable under the terms of the Prior Policy if it had remained in force. The benefits payable under the Policy will be reduced by any benefits paid under the Prior Policy for the same *Disability*.

Benefits will end on the earliest of the following:

1) the date that benefits would terminate in accordance with the provisions of the Policy; or
2) the date that benefits would terminate under the Prior Policy if it had remained in force.

The Prior Policy is the group disability insurance policy issued to the Employer by Continental Casualty Company whose coverage terminated as of the Policy Effective Date.
CDI-7AB

Effect on Pre-existing Conditions

You will receive credit toward satisfaction of the *Pre-existing Condition* time periods under the Policy for the time *You* were covered under the Prior Policy. If, after applying the time covered under the Prior Policy, *Your Disability* is due to a *Pre-existing Condition*, benefits shall be the lesser of:

1) the benefits payable under the Policy; or
2) the benefits that would have been payable under the Prior Policy if it had remained in force, taking into account the *Pre-existing Condition* provision, if any, of the Prior Policy.

CDI-8AA

LONG TERM DISABILITY BENEFITS

How do We define Disability?

Disability or *Disabled* means that *You* satisfy the Occupation Qualifier or the Earnings Qualifier as defined below.
CDI-9AA

Occupation Qualifier

Disability means that during the *Elimination Period* and the following 24 months, *Injury* or *Sickness* causes physical or mental impairment to such a degree of severity that *You* are:

1) continuously unable to perform the *Material and Substantial Duties* of *Your Regular Occupation*; and
2) not *Gainfully Employed*.

CDI-10AB

After the *LTD Monthly Benefit* has been payable for 24 months, *Disability* means that *Injury* or *Sickness* causes physical or mental impairment to such a degree of severity that *You* are:

1) continuously unable to engage in any occupation for which *You* are or become qualified by education, training or experience; and
2) not *Gainfully Employed*.

CDI-11AB

Earnings Qualifier

You may be considered *Disabled* during and after the *Elimination Period* in any month in which *You* are *Gainfully Employed*, if an *Injury* or *Sickness* is causing physical or mental impairment to such a degree of severity that *You* are unable to earn more than 80% of *Your Monthly Earnings* in any occupation for which *You* are qualified by education, training or experience. On each anniversary of *Your Disability*, *We* will increase the *Monthly Earnings* by the lesser of the current annual percentage increase in *CPI-W*, or 10%.

You are not considered to be *Disabled* if *You* are able to earn more than 80% of *Your Monthly Earnings*. Salary, wages, partnership or proprietorship draw, commissions, bonuses, or similar pay, and any other income *You* receive or are entitled to receive will be included. Sick pay and salary continuance payments will not be included. Any lump sum payment will be prorated, based on the time over which it accrued or the period for which it was paid.
CDI-13AB

Loss of Professional License or Certification

If *You* require a professional license or certification for *Your* occupation, loss of that professional license or certification does not in and of itself constitute *Disability* under the Occupation Qualifier or the Earnings Qualifier.
CDI-14AA

What is the Elimination Period and how is it satisfied?

The *Elimination Period* begins on the day *You* become *Disabled*. It is a period of continuous *Disability* which must be satisfied before *You* are eligible to receive benefits from *Us*. *You* must be continuously *Disabled* through *Your Elimination Period*.

If *You* temporarily recover and return to work, *We* will treat *Your Disability* as continuous if *You* return to work for a period of less than one-half the *Elimination Period* as shown in the *Schedule of Benefits* not to exceed 90 days. The days that *You* are not *Disabled* will not count toward *Your Elimination Period*.

Any increases *You* receive in *Monthly Earnings* during *Your* return to work period will not be taken into consideration when calculating *Your LTD Monthly Benefit*.

If *You* return to work for a period greater than one-half the *Elimination Period*, or 90 days, whichever is less, and become *Disabled* again, *You* will have to begin a new *Elimination Period*.

Can You satisfy Your Elimination Period if You are working?

You can satisfy *Your Elimination Period* if *You* are working, provided *You* meet the definition of *Disability*.
CDI-15AA

What Disability Benefit are You eligible to receive?

If *You* are *Disabled*, *You* are eligible to receive one of the following at any given time:

1) an *LTD Monthly Benefit*;
2) a Work Incentive Benefit; or
3) an Enhanced Work Incentive Benefit.

While *You* are *Disabled*, *You* might be eligible to receive one or the other of the above, but *You* cannot receive more than one of these benefits at the same time.
CDI-16AA

What is Your LTD Monthly Benefit and how is it calculated?

Your LTD Monthly Benefit will be based on *Your Monthly Earnings* as reported to *Us* by *Your* Employer and for which premium has been paid.

An *LTD Monthly Benefit* will be provided after the end of the *Elimination Period* if *You* are *Disabled* according to the Occupation Qualifier provision.

We will calculate *Your Gross LTD Monthly Benefit* amount as follows:

1) Multiply *Your Monthly Earnings* by 60%.
2) The maximum *Gross LTD Monthly Benefit* is $10,000.
3) Compare the answers from Item 1 and Item 2. The lesser of these two amounts is *Your Gross LTD Monthly Benefit*.
4) Subtract the Deductible Sources of Income from *Your Gross LTD Monthly Benefit*. The resulting figure is *Your Net LTD Monthly Benefit*.

If a benefit is payable for less than one month, it will be paid on the basis of 1/30th of the *Net LTD Monthly Benefit* for each day of *Disability*.
CDI-17AB

How do We define Earnings?

Monthly Earnings equals the monthly wage or salary that *You we*re receiving from *Your* Employer on the *Date of Disability*. It includes:

1) employee contributions made through a salary reduction agreement with *Your* Employer to an IRC Section 401(k), 403(b), 501(c)(3), 457 deferred compensation plan, or any other qualified or non-qualified employee *Retirement Plan* or deferred compensation arrangement; and
2) regularly scheduled overtime averaged over the preceding 12 month period or length of employment if less; and
3) amounts contributed to *Your* fringe benefits according to a salary reduction arrangement under an IRC Section 125 plan.

It does not include:

1. commissions;
2. bonuses;
3. *Your* employer's contribution on *Your* behalf to a *Retirement Plan* or deferred compensation arrangement; or any other extra compensation.

CDI-19AA

What are the Deductible Sources of Income?

1) *Disability* benefits paid, payable, or for which there is a right under:
    a) The Social Security Act, including any amounts for which *Your* dependents may qualify because of *Your Disability*;
    b) Any Workers Compensation or Occupational Disease Act or Law, or any other law which provides compensation for an occupational *Injury* or *Sickness*;
    c) Occupational accident coverage provided by or through the Employer;
    d) Any Statutory Disability Benefit Law;
    e) The Railroad Retirement Act;
    f) The Canada Pension Plan, Quebec Pension Plan, or any other similar disability or pension plan or act;
    g) The Canada Old Age Security Act;
    h) Any Public Employee Retirement System Plan, or any State Teachers' Retirement System Plan, or any plan provided as an alternative to any of the above acts or plans.
2) *Disability* benefits paid under:
    a) Any group insurance plan provided by or through the Employer, and
    b) Any sick leave or salary continuance plan provided by or through the Employer.
3) Retirement benefits paid under the Social Security Act including any amounts for which *Your* dependents may qualify because of *Your* retirement;
4) Retirement and *Disability* benefits paid under a Retirement Plan provided by the Employer except for amounts attributable to *Your* contributions;
5) *Disability* benefits paid under any No Fault Auto Motor Vehicle coverage.

Proration of Lump Sum Awards

If any benefit described above is paid in a single sum through compromise settlement or as an advance on future liability, *We* will determine the amount of reduction to *Your Gross LTD Monthly Benefit* as follows:

1) *We* will divide the amount paid by the number of months for which the settlement or advance was provided; or
2) If the number of months for which the settlement or advance is made is not known, *We* will divide the amount of the settlement or advance by the expected remaining number of months for which *We* will provide benefits for *Your Disability* based on the Proof of *Disability* which *We* have, subject to a maximum of 60 months.

CDI-20AB

What other sources of income are not deductible?

We will not reduce *Your Gross LTD Monthly Benefit* by any of the following:

1) deferred compensation arrangements such as 401(k), 403(b) or 457 plans;
2) credit *Disability* insurance;
3) pension plans for partners;
4) military pension and *Disability* income plans;
5) franchise *Disability* income plans;
6) individual *Disability* income plans;
7) a *Retirement Plan* from another Employer;
8) profit sharing plans;
9) thrift or savings plans;
10) individual retirement account (IRA);
11) tax sheltered annuity (TSA);
12) stock ownership plan.

CDI-21AB

Can You work and still receive benefits?

While *Disabled, You* may qualify for the Work Incentive Benefit or the Enhanced Work Incentive Benefit, but not both.

CDI-22AA

Work Incentive Benefit

A Work Incentive Benefit will be provided if *You* are *Disabled* and *Gainfully Employed* after the end of the *Elimination Period,* or after a period during which *You* received *LTD Monthly Benefits*.

The Work Incentive Benefit will be calculated during the first 24 months of *Gainful Employment* as follows:

1) The *Net LTD Monthly Benefit* amount and *Disability Earnings* amount will be added together and compared to *Monthly Earnings*.
2) If the total amount in Item 1 exceeds 100% of *Monthly Earnings*, the Work Incentive Benefit amount will be equal to the *Net LTD Monthly Benefit* reduced by the amount of the excess.
3) If the total amount in Item 1 does not exceed 100% of *Monthly Earnings*, the Work Incentive Benefit will be equal to the *Net LTD Monthly Benefit* amount.

After the first 24 months of *Gainful Employment*, the Work Incentive Benefit will be equal to the *Net LTD Monthly Benefit* amount less 50% of *Disability Earnings*.

The Work Incentive Benefit will cease on the earliest of the following:

1) the date *You* are no longer *Disabled;* or
2) the end of the *Maximum Period Payable*.

CDI-23AB

Enhanced Work Incentive Benefit

An Enhanced Work Incentive Benefit will be provided after the end of the *Elimination Period,* or after a period during which *You* received *LTD Monthly Benefits*. This benefit is payable if *You* are *Gainfully Employed* in an occupation that has been approved as part of a *Rehabilitation Plan*.

The Enhanced Work Incentive Benefit will be calculated during the first 24 months of *Gainful Employment* as follows:

1) If *Disability Earnings* exceed 100% of *Monthly Earnings*, the Enhanced Work Incentive Benefit will be equal to the *Net LTD Monthly Benefit* reduced by the amount of the excess.
2) If *Disability Earnings* do not exceed 100% of *Monthly Earnings*, the Enhanced Work Incentive Benefit will be equal to the *Net LTD Monthly Benefit*.

After the first 24 months of *Gainful Employment*, the Enhanced Work Incentive Benefit will be equal to the *Net LTD Monthly Benefit* less 50% of *Disability Earnings.*

The Enhanced Work Incentive Benefit will cease on the earliest of the following:

1) as stated in the *Rehabilitation Plan;*
2) the date *You* fail to comply with the requirements of the *Rehabilitation Plan;*
3) the date *You* are no longer *Gainfully Employed;* or
4) the end of the *Maximum Period Payable*.

CDI-24AB

What is the minimum Net LTD Monthly Benefit payable under this program?

The *Net LTD Monthly Benefit* payable for *Disability* will not be less than $100 or 10% of *Your Gross LTD Monthly Benefit*, whichever is greater. The minimum *Net LTD Monthly Benefit* does not apply if *You* are *Gainfully Employed.*

CDI-25AB

What happens if Your other benefits increase?

The *Net LTD Monthly Benefit* will not be further reduced for subsequent cost-of-living increases which are paid, payable, or for which there is a right under any Deductible Source of Income shown above.

CDI-26AB

How long will You receive benefits under this program?

We will send *You* a payment for each month of *Disability* up to the *Maximum Period Payable* as shown in the *Schedule of Benefits.* Payment of benefits is also subject to any benefit duration limitation pertaining to *Your Disability*.

CDI-27AB

What happens if Your Disability recurs?

If *Disability* for which benefits were payable ends but recurs due to the same or related causes less than 6 months after the end of a prior *Disability*, it will be considered a resumption of the prior *Disability*. Such recurrent *Disability* shall be subject to the provisions of the Policy that were in effect at the time the prior *Disability* began.

Disability which recurs more than 6 months after the end of a prior *Disability* are subject to:

1) a new *Elimination Period*;
2) a new *Maximum Period Payable*; and
3) the other provisions of the Policy that are in effect on the date the *Disability* recurs.

Disability must recur while *Your* coverage is in force under the Policy.

CDI-28AA

EXCLUSIONS AND LIMITATIONS

What are the exclusions and limitations under this program?

The Policy does not cover any loss caused by, contributed to, or resulting from:
CDIX-1AA

- declared or undeclared war or an act of either;

CDIX-2AA

- a *Pre-existing Condition*;

CDIX-4AA

- attempted suicide, while sane or insane, or intentional self-inflicted *Injury* or *Sickness*;

CDIX-5AA

- commission of or attempt to commit an act which is a felony in the jurisdiction in which the act occurred;

CDIX-6AA

- *Disability* beyond 24 months after the *Elimination Period* if it is due to a *Mental Disorder* of any type. Confinement in a *Hospital* or institution licensed to provide care and treatment for mental illness will not be counted as part of the 24-month limit.

CDIX-3AA

- Substance Abuse (drug or alcohol) related *Disability* unless *You* are participating in a substance abuse treatment program approved by the State. The cost of the treatment program must be borne by *You,* or another group plan of *Your* Employer (such as a group health plan or Employee Assistance Program) if one is available and covers this type of treatment. In no event will *LTD Monthly Benefits* for Substance Abuse be paid beyond the earliest of the date:

    1) 24 *LTD Monthly Benefit* payments have been made; or
    2) the *Maximum Period Payable* is reached; or
    3) *You* refuse to participate in an appropriate, available treatment program, or *You* leave the treatment program prior to completion; or
    4) *You* are no longer following the requirements of *Your* treatment plan under the program; or
    5) *You* complete the initial treatment plan, exclusive of any aftercare or follow-up services.

CDIX-29AB

Benefits are not payable for any period during which *You* are confined to a penal or correctional institution if the period of confinement exceeds 30 days.
CDIX-12AA

TERMINATION OF COVERAGE

When will Your insurance terminate?

Your coverage will terminate on the earliest of the following dates:

1) the date on which the Policy is terminated;
2) the date at the end of the period for which premium has been paid if the Employer fails to pay the required premium for *You* within 31 days after the premium due date, except for an inadvertent error; or
3) the date *You*:

    a) are no longer a member of a class eligible for this insurance,
    b) withdraw from the program,
    c) are retired or pensioned, or
    d) cease work because of a leave of absence, furlough, layoff, or temporary work stoppage due to a labor dispute, unless *We* and the Employer have agreed in writing in advance of the leave to continue insurance during such period. Orders to active military service for 2 months or less will be covered subject to continued payment of premium.

Termination will not affect a covered loss which began before the date of termination.
CDI-30AB

Will coverage be continued if You are eligible for leave under FMLA?

In the event *You* are eligible for and *Your* Employer approves a leave under the Family and Medical Leave Act of 1993 (FMLA), *Your* insurance will continue for a period of up to 12 weeks following the date the leave begins, provided the required premium continues to be paid.

You are eligible for leave under this Act in order to provide care:

1) After the birth of a child; or
2) After the legal adoption of a child; or
3) After the placement of a foster child in *Your* home; or
4) To a *Spouse*, child or parent due to their serious illness; or
5) For *Your* own serious health condition.

While granted a Family or Medical Leave of Absence:

1) The Employer must remit the required premium according to the terms of the policy; and
2) Coverage will terminate if *You* do not return to work as scheduled according to the terms of *Your* agreement with the Employer.

CDI-31AB

SUPPLEMENTAL BENEFITS AND SERVICES

SURVIVOR INCOME BENEFIT

What happens if You die while receiving benefits?

If *You* die after having received a benefit provided by the Policy for at least 12 successive months and during a period for which benefits are payable, *We* will pay a Survivor Income Benefit. This benefit is equal to the amount *You we*re last entitled to receive for the month preceding death.

The Survivor Income Benefit shall be payable on a monthly basis immediately after *We* receive written proof of *Your* death. It is payable for 6 months. The benefit shall accrue from *Your* date of death.

This benefit is payable to the beneficiary, if any, named by *You* under the Policy. If no such beneficiary exists, the benefit will be payable in accordance with the *Time and Payment of Claim* provision.

CDI-33AB

DAY CARE EXPENSE BENEFIT

Are Day Care Expense Benefits available while You are Disabled?

While *Disabled* and receiving the Enhanced Work Incentive Benefit, *You* will be reimbursed for *Day Care Expenses* for each *Eligible Child*.

Day Care Expenses mean monthly expenses, up to $350 per child per month, charged by a licensed *Day Care Provider* who is not a member of *Your* immediate family or living in *Your* residence.

Eligible Child is *Your* dependent child under age 13 who lives with *You* and is:

1) *Your* child or *Your Spouse*'s child;
2) *Your* legally adopted child; or
3) A child for whom *You* are legal guardian.

You must supply satisfactory proof to *Us* that *You* incurred such charges.

CDI-34AA

CATASTROPHIC DISABILITY BENEFIT

When will You be eligible to receive a Catastrophic Disability Benefit?

We will pay a monthly *Catastrophic Disability* Benefit to *You* if *You* are receiving *LTD Monthly Benefits* (or Presumptive Disability Benefits) and *We* receive proof that *You* are *Catastrophically Disabled*. *Catastrophic Disability* Benefits will begin at the end of the *Catastrophic Disability* Elimination Period shown in the *Schedule of Benefits*.

You are *Catastrophically Disabled* when *We* determine that, due to *Sickness* or *Injury*:

1) *You* are unable to perform, without human assistance or regular supervision from another person, at least 2 of the 6 *Activities of Daily Living*; or
2) a deterioration in *Your* intellectual capacity which requires substantial supervision of *You* by another person because *You* engage in behavior which poses a health or safety hazard to *You* or to others; and
3) *You* are not *Gainfully Employed*.

When will Your coverage become effective?

You will become insured for *Catastrophic Disability* Benefit coverage on *Your* effective date under the *LTD* plan.

However, the *Catastrophic Disability* Benefit coverage will be delayed if, on *Your* effective date, *You* cannot safely and completely perform one or more of the *Activities of Daily Living* without another person's assistance, or verbal cueing, or *You* have a deterioration or loss in intellectual capacity and need another person's assistance or verbal cueing for *Your* protection, or for the protection of others. Coverage will begin on the date *You* can safely and completely perform all of the A*ctivities of Daily Living* without another person's assistance or verbal cueing, or no longer have a deterioration or loss in intellectual capacity, and do not need another person's assistance or verbal cueing for *Your* protection, or for the protection of others.

How much will We pay if You are Disabled?

The *Catastrophic Disability* Benefit is 10% of *Monthly Earnings* to a maximum *Catastrophic Disability* Benefit of the lesser of the *LTD* plan maximum *Monthly Benefit* or $5,000.

This benefit is not subject to Policy provisions which would otherwise increase or reduce the benefit amount such as Deductible Sources of Income.

When will Your Catastrophic Disability Benefits end?

Catastrophic Disability Benefit payments will end on the earliest of the following dates:

1) the date *You* are no longer *Catastrophically Disabled*;
2) the date *You* become ineligible for *LTD Monthly Benefit* payments; or
3) the end of the *Catastrophic Disability Maximum Period Payable* shown in the *Schedule of Benefits*.

What claim information is needed for Catastrophic Disability Benefits?

The Claim Filing Requirements section under the Policy applies to *Catastrophic Disability* Benefit coverage. *We* may also require an interview with *You.*
CDIO-5AB

CAREGIVER RESPITE BENEFIT

We will pay *You* a Caregiver Respite Benefit for each day of a Respite Interval, subject to the conditions below:

1) *You* must be receiving a Catastrophic Disability Benefit;
2) The benefit is payable if Informal Home Care has been provided for at least 6 continuous months for *You* beginning with *Your Date of Disability*;
3) The benefit is payable for Companion Care received by *You* in *Your* home or a private residence during a Respite Interval;
4) The benefit is equal to the daily Companion Care cost incurred, not to exceed $100 per day; and
5) The benefit is payable to *You* following submission of proof of *Your* incurred costs for Companion Care during the Respite Interval.

Companion Care means medically necessary custodial care furnished during a Respite Interval for a minimum of 8 hours per day by a Home Health Care Provider accredited by either the Joint Commission on Accreditation of Health Care Organizations or Community Health Accreditation Program.

Informal Caregiver means the person who has primary responsibility of providing Informal Home Care for *You*. A person who is paid for caring for *You* cannot be an Informal Caregiver.

Informal Home Care means medically necessary custodial care provided at *Your* home or a private residence by an Informal Caregiver. Such care is provided in lieu of confinement in a nursing home, or care received at *Your* home from a paid provider.

Respite Interval means a period of one or more consecutive days during which the Informal Caregiver is temporarily relieved of the Informal Home Care duties. Two Respite Intervals are permitted per calendar year, subject to a cumulative total of 14 days per calendar year. Unused days expire on December 31 and cannot be carried over into any future calendar year.
CDIO-6AA

CAREGIVER TRAINING BENEFIT

We will pay *You* a Caregiver Training Benefit if an Informal Caregiver incurs an expense to be trained to provide Informal Home Care for *You*, subject to the conditions below:

1) *You* must be receiving a Catastrophic Disability Benefit;
2) Caregiver Training must be provided by a Home Health Care Provider accredited by either the Joint Commission on Accreditation of Health Care Organizations or Community Health Accreditation Program, by a Nursing Home or by a *Hospital* while *You* are receiving the Catastrophic Disability Benefit. If *You* are in a Nursing Home or in a *Hospital*, the Caregiver Training Benefit will only be payable if the training will make it possible for *You* to return to *Your* residence where *You* can be cared for by the Informal Caregiver;
3) The amount of the benefit is the cost incurred for the Caregiver Training, subject to $500 maximum per period of *Disability*;
4) The benefit is payable to *You* following submission to *Us* of proof of *Your* costs incurred for Caregiver Training.

Caregiver Training means training received by the Informal Caregiver to care for *You* in *Your* residence.

Informal Caregiver means the person who has primary responsibility of providing Informal Home Care for *You*. A person who is paid for caring for *You* cannot be an Informal Caregiver.

Informal Home Care means medically necessary custodial care provided at *Your* home or a private residence by an Informal Caregiver. Such care is provided in lieu of confinement in a nursing home, or care received at *Your* home from a paid provider.
CDIO-7AA

EMERGENCY ALERT SYSTEM BENEFIT

We will pay *You* an Emergency Alert System Benefit for the actual cost to rent or lease an emergency alert system which will allow *You* to remain in *Your* residence alone, subject to the conditions below:

1) *You* must be receiving a *Catastrophic Disability* Benefit;
2) The benefit is payable for a medically necessary emergency alert system, which is a communication system located in *Your* residence, that is used to summon medical attention in case of a medical emergency;
3) *Your* condition must be such that *You* could not be left alone were it not for the presence of the emergency alert system;
4) The benefit is equal to the lesser of $25 per month or the actual cost to rent or lease the emergency alert system;
5) The benefit is payable to *You*, in arrears, after every 6 months, following submission of proof of *Your* incurred costs for the emergency alert system; and
6) *We* will not pay for any charges incurred as a result of installing, servicing, or maintaining the Emergency Alert System. This includes, but is not limited to, charges for normal telephone service while the system is installed or for a home security system.

CDIO-8BA

COST-OF-LIVING ADJUSTMENT

What is the Cost-of-Living Adjustment?

If *You* are receiving benefits, *We* will adjust the *Net LTD Monthly Benefit* or the minimum *LTD Monthly Benefit*, whichever applies, to reflect increases in the cost-of-living. Such adjustment shall begin after *You* have been *Disabled* for one year.

The *Net LTD Monthly Benefit* which is payable after 1 year of *Disability* will be adjusted on a compound annual basis. The percentage increase in the *Net LTD Monthly Benefit* payable will be the lesser of:

1) the percentage change in the *CPI-W* for the calendar month that falls 90 days prior to the date the annual adjustment is to be made compared to the same calendar month for the previous year; or
2) 3%.

Any increase in the *Net LTD Monthly Benefit* by reason of such Cost of Living Adjustment will not be subject to the maximum *LTD Monthly Benefit* stated in the *Schedule of Benefits*.

Increases in the *Net LTD Monthly Benefit* by reason of such Cost-of-Living Adjustment will be made by *Us* while the *Disability* continues until the applicable *Maximum Period Payable* is reached.

When *Disability* benefits cease for any reason, other than when *Disability* ends and recurs due to the same or related causes within 6 months after the end of a prior *Disability*, the *LTD Monthly Benefit* payable for any future *Disability* will be the amount that would have been payable if this Cost-of-Living Adjustment were not in effect. Adjustments to be made according to this provision will then be available again for a new period of *Disability* that lasts for one year or more.

CPI-W means the Consumer Price Index for all urban wage earners and clerical workers in the United States as published by the Bureau of Labor Statistics of the United States Department of Labor or its successors. If the *CPI-W* is discontinued or changed, *We* may use another index that most closely reflects the cost of living in the United States.

CDIO-3BB

CONVERSION PRIVILEGE

What are Your conversion options if You end employment?

If *You* end employment with the Employer, *Your* coverage under the Policy will end. *You* may be eligible to purchase insurance under the group conversion policy. To be eligible, *You* must have been insured under the Employer's group plan on the date *You* end employment and for at least 12 consecutive months. *We* will consider the amount of time *You* were insured under *Our* plan and the plan it replaced, if any.

You must apply for insurance under the conversion policy, and pay the first (annual/semi-annual) premium within 31 days after the date *Your* employment ends.

The conversion policy will be at the premium rate and on the form then being made available by *Us* for conversion.

You are not eligible to apply for coverage under the group conversion policy if:

1) *You* are or become insured under another group long term disability plan within 31 days after *Your* employment ends;
2) *You* are *Disabled* under the terms of the Policy;
3) *You* recover from a *Disability* and do not return to work for the Employer;
4) *You* are on a leave of absence; or
5) *Your* coverage under the Policy ends for any of the following reasons:
    a) the Policy is canceled;
    b) the Policy is changed to exclude the class of employees to which *You* belong;
    c) *You* are no longer in an eligible class;
    d) *You* end *Your* working career or retire and receive payment from the Employer's *Retirement Plan;* or
    e) *You* fail to pay the required premium under the Policy.

CDI-32AB

CLAIM SERVICES

What other services are available to You while You are Disabled?

If *You* are *Disabled* and eligible to receive *Disability* benefits under the Policy, *We* will evaluate *You* for eligibility to receive any of the following. *We* will make the final determination for any of the following benefits or services.

Worksite Modification Benefit

We will assist *You* and *Your* Employer in identifying modifications *We* agree are likely to help *You* remain at work or return to work. This agreement will be in writing and must be signed by *You*, *Your* Employer and *Us*.

When this occurs, *We* will reimburse *Your* Employer for the cost of the modification, up to the greater of:

1) $1,500; or
2) 2 months of *Your Net LTD Monthly Benefit*.

Vocational Rehabilitation Service

Rehabilitation services are available when *We* determine that these services are reasonably required to assist in returning *You* to *Gainful Employment*. Vocational rehabilitation services might include one or more of the following:

1) job modification;
2) job retraining;
3) job placement;
4) other activities.

Eligibility for vocational rehabilitation services is based upon *Your* education, training, work experience and physical and/or mental capacity. To be considered for rehabilitation services:

1) *Your* Disability must prevent *You* from performing *Your Regular Occupation*;
2) *You* must have the physical and/or mental capacities necessary for successful completion of a rehabilitation program, and
3) There must be a reasonable expectation that rehabilitation services will help *You* return to *Gainful Employment*.

Social Security Assistance

When necessary, *We* will provide an advocate for *You*, in applying for and securing Social Security *Disability* awards. When *We* determine that Social Security Assistance is appropriate for *You*, it is provided at no additional cost to *You*.
CDI-35AB

FILING A CLAIM

What are the Claim Filing Requirements?

Initial Notice of Claim

We ask that *You* notify *Us* of *Your* claim as soon as possible, so that *We* may make a timely decision on *Your* claim. The Employer can assist *You* with the appropriate telephone number and address of *Our* Claim Department. *You* must send *Us* written notice of *Your Disability* within 30 days of the *Date of Disability*, or as soon as reasonably possible. Notice may be sent to *Our* Claim Department, the CNA Home Office, CNA Plaza, Chicago, Illinois 60685 or given to *Our* Agent.

Written Proof of Loss

Within 15 days of *Our* being notified in writing of *Your* claim, *We* will supply *You* with the necessary claim forms. The claim form is to be completed and signed by *You*, the Employer and *Your Doctor*. If *You* do not receive the appropriate claim forms within 15 days, then *You* will be considered to have met the requirements for written proof of loss if *We* receive written proof, which describes the occurrence, extent and nature of loss as stated in the Proof of *Disability* provision.

Time Limit for Filing *Your* Claim

You must furnish *Us* with written proof of loss within 90 days after the end of *Your Elimination Period*. The length of the *Elimination Period* is stated in the *Schedule of Benefits*. If it is not possible to give *Us* written proof within 90 days, the claim is not affected if the proof is given as soon as possible. However, unless *You* are legally incapacitated, written proof of loss must be given no later than 1 year after the time proof is otherwise due.

No benefits are payable for claims submitted more than 1 year after the time proof is due. However, *You* can request that benefits be paid for late claims if *You* can show that:

1) It was not reasonably possible to give written proof during the 1 year period, and
2) Proof of loss satisfactory to *Us* was given as soon as was reasonably possible.

Proof of *Disability*

The following items, supplied at *Your* expense, must be a part of *Your* proof of loss. Failure to do so may delay, suspend or terminate *Your* benefits.

1) The date *Your Disability* began;
2) The cause of *Your Disability*;
3) The prognosis of *Your Disability*;
4) Proof that *You* are receiving *Appropriate and Regular Care* for *Your* condition from a *Doctor*, who is someone other than *You* or a member of *Your* immediate family, whose specialty or expertise is the most appropriate for *Your* disabling condition(s) according to *Generally Accepted Medical Practice*.
5) Objective medical findings which support *Your Disability*. Objective medical findings include but are not limited to tests, procedures, or clinical examinations standardly accepted in the practice of medicine, for *Your* disabling condition(s).
6) The extent of *Your Disability*, including restrictions and limitations which are preventing *You* from performing *Your Regular Occupation*.
7) Appropriate documentation of *Your Monthly Earnings*. If applicable, regular monthly documentation of *Your Disability Earnings*.
8) If *You* were contributing to the premium cost, *Your* Employer must supply proof of *Your* appropriate payroll deductions.
9) The name and address of any *Hospital* or *Health Care Facility* where *You* have been treated for *Your Disability*.
10) If applicable, proof of incurred costs covered under other benefits included in the Policy.

Continuing Proof of *Disability*

You may be asked to submit proof that *You* continue to be *Disabled* and are continuing to receive *Appropriate and Regular Care* of a *Doctor*. Requests of this nature will only be as often as *We* feel reasonably necessary. If so, this will be at *Your* expense and must be received within 30 days of *Our* request. Failure to do so may delay, suspend or terminate *Your* benefits.

Examination

At *Our* expense, *We* have the right to have *You* examined as often as reasonably necessary while the claim continues. Failure to comply with this examination may deny, suspend or terminate benefits, unless *We* agree *You* have a valid and acceptable reason for not complying.

Authorization and Documentation *You* will be asked to supply

1) *You* will be required to provide signed authorization for *Us* to obtain and release all reasonably necessary medical, financial or other non-medical information which support *Your Disability* claim. Failure to submit this information may deny, suspend or terminate *Your* benefits.
2) *You* will be required to supply proof that *You* have applied for other Deductible Income Benefits such as Workers' Compensation or Social Security *Disability* benefits, when applicable.
3) *You* will be required to notify *Us* when *You* receive or are awarded other Deductible Income Benefits. *You* must tell *Us* the nature of the income benefit, the amount received, the period to which the benefit applies, and the duration of the benefit if it is being paid in installments.

CDI-36AB

Time of Payment of Claim

As soon as *We* have all necessary substantiating documentation for *Your Disability* claim, *Your* benefit will be paid on a monthly basis, so long as *You* continue to qualify for it.

We will pay benefits to *You* unless otherwise indicated. If *You* die while *Your* claim is open, any due and unpaid *Disability* benefit will be paid to *Your* named beneficiary, if any.

If there is no surviving beneficiary, payment may be made, at *Our* option, to the surviving person or persons in the first of the following classes of successive preference beneficiaries: *Your:* 1) *Spouse*; 2) children including legally adopted children; 3) parents; 4) brothers or sisters; or 5) estate.

If any benefit is payable to an estate, a minor or a person not competent to give a valid release, *We* may pay up to $1,000 to any relative or beneficiary of *Yours* whom *We* deem to be entitled to this amount. *We* will be discharged to the extent of such payment made by *Us* in good faith.
CDI-37AB

Can you assign Your benefits?

Your benefits are not assignable, which means that *You* may not transfer *Your* benefits to anyone else.
CDI-38AA

What will happen if a claim is overpaid?

A claim overpayment can occur when *You* receive a retroactive payment from a Deductible Source of Income; when *We* inadvertently make an error in the calculation of *Your* claim; or if fraud occurs.

In an overpayment situation, *We* will determine the method by which the repayment is made. *You* will be required to sign an agreement with *Us* which details the source of the overpayment, the total amount *We* will recover and the method of recovery. If *LTD Monthly Benefits* are suspended while recovery of the overpayment is being made, suspension will also apply to the minimum *LTD Monthly Benefits* payable under the Policy.

The overpayment amount equals the amount *We* paid in excess of the amount *We* should have paid under the Policy.
CDI-39AA

Subrogation – Right of Reimbursement

When any claim payment is made, *We* reserve any and all rights to subrogation and/or reimbursement to the fullest extent allowed by statute and customary practice. Any party to this contract shall not perform any act that will prejudice such rights without prior agreement with *Us*.

We will bear any expenses associated with *Our* pursuit of subrogation or recovery.
CDI-41AA

Fraud

Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any material false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act which is a crime and may subject such person to criminal and civil penalties. Such penalties include, but are not limited to fines, denial or termination of insurance benefits, recovery of any amounts paid, civil damages, criminal prosecution and confinement in state prison.
CDI-42AA

UNIFORM PROVISIONS

Entire Contract; Changes

The Policy, the Employer's application, the employee's certificate of coverage, and *Your* application, if any, and any other attached papers, form the entire contract between the parties. Coverage under the Policy can be amended by mutual consent between the Employer and *Us*. No change in the Policy is valid unless approved in writing by one of *Our* officers. No agent has the right to change the Policy or to waive any of its provisions.

Statements on the Application

Any statement made by the Employer or *You*, except for fraudulent misstatements, is considered a representation and not a warranty. A copy of the statement will be provided to the Employer or *You*, whoever made the statement. No statement of the Employer will be used to void the Policy after it has been in force for 2 years. No statement of *Yours* will be used in defense of a claim after *You* have been insured for 2 years, except for fraudulent misstatements.

Legal Actions

No legal action of any kind may be filed against *Us*:

1) within the 60 days after proof of *Disability* has been given; or
2) more than 3 years after proof of *Disability* must be filed, unless the law in the state where *You* live allows a longer period of time.

Conformity with State Statutes

If any provision of the Policy conflicts with the statutes of the state in which the Policy was issued or delivered, it is automatically changed to meet the minimum requirements of the statute.
CDI-40AB

General Provisions

We have the right to inspect all of the Employer's records on the Policy at any reasonable time. This right will extend until:

1) 2 years after termination of the Policy; or
2) all claims under the Policy have been settled,

whichever is later.

The Policy is in the Employer's possession and may be inspected by *You* at any time during normal business hours at the Employer's office.

The Policy is not in lieu of and does not affect any requirements for coverage by Workers' Compensation Insurance.
CDI-43AB

DEFINITIONS

The following are key words and phrases used in this certificate. When these words and phrases, or forms of them, are used, they are capitalized and italicized in the text. As *You* read this certificate, refer back to these definitions.

Actively at Work or ***Active Work*** means that *You* must be:

1) working at the Employer's usual place of business, or on assignment for the purpose of furthering the Employer's business; and
2) performing the *Material and Substantial Duties* of *Your Regular Occupation* on a full-time basis.

CDID-1AB

Activities of Daily Living means:

1) Eating – Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
2) Toileting – Getting to and from the toilet, getting on and off the toilet and performing associated personal hygiene.
3) Transferring – Moving into or out of a bed, chair or wheelchair.
4) Bathing – Washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
5) Dressing – Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
6) Continence – Ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).

CDID-2AA

Appropriate and Regular Care means that *You* are regularly visiting a *Doctor* as frequently as medically required to meet *Your* basic health needs. The effect of the care should be of demonstrable medical value for *Your* disabling condition(s) to effectively attain and/or maintain *Maximum Medical Improvement*.

CDID-4AA

Date of Disability is the date *We* determine *Your Injury* or *Sickness* impairs *Your* ability to perform *Your Regular Occupation.*

CDID-5AA

Disability or ***Disabled*** means that *You* satisfy either the Occupation Qualifier or the Earnings Qualifier.

CDID-6AA

Disability Earnings is the wage or salary *You* earn from *Gainful Employment* after a *Disability* begins. It includes partnership or proprietorship draw, commissions, bonuses, or similar pay, and any other income *You* receive or are entitled to receive. It does not include Social Security, sick pay, salary continuance payments or any other *Disability* payment *You* receive as a result of *Your Disability*. Any lump sum payment will be prorated, based on the time over which it accrued or the period for which it was paid.

CDID-7AB

Doctor means a person legally licensed to practice medicine, psychiatry, psychology or psychotherapy, who is neither *You* nor a member of *Your* immediate family. A licensed medical practitioner is a *Doctor* if applicable state law requires that such practitioners be recognized for purposes of certification of *Disability*, and the treatment provided by the practitioner is within the scope of his or her license.

CDID-8AA

Elimination Period means the number of calendar days at the beginning of a continuous period of *Disability* for which no benefits are payable. The *Elimination Period* is shown in the *Schedule of Benefits*.

CDID-9AA

Gainful Employment or ***Gainfully Employed*** means the performance of any occupation for wages, remuneration or profit, for which *You* are qualified by education, training or experience on a full-time or part-time basis, and which *We* approve and for which *We* reserve the right to modify approval in the future.
CDID-10AB

Generally Accepted Medical Practice or ***Generally Accepted in the Practice of Medicine*** means care and treatment which is consistent with relevant guidelines of national medical, research and health care coverage organizations and governmental agencies.
CDID-11AA

Gross LTD Monthly Benefit means that benefit shown in the *Schedule of Benefits* which applies to *You*.
CDID-20AGross

Hospital or Health Care Facility is a legally operated, accredited facility licensed to provide full-time care and treatment for the condition(s) causing *Your Disability*. It is operated by a full-time staff of licensed physicians and registered nurses. It does not include facilities which primarily provide custodial, educational or rehabilitative care.
CDID-12AA

Injury means bodily injury caused by an accident which results, directly and independently of all other causes, in *Disability* which begins while *Your* coverage is in force.
CDID-13AA

Insured Employee means an employee whose insurance is in force under the terms of the Policy.
CDID-14AA

LTD means Long Term Disability.
CDID-35AA

Male pronoun, whenever used, includes the female.
CDID-16AA

Material and Substantial Duties means the necessary functions of *Your Regular Occupation* which cannot be reasonably omitted or altered.
CDID-17AA

Maximum Medical Improvement is the level at which, based on reasonable medical probability, further material recovery from, or lasting improvement to, an *Injury* or *Sickness* can no longer be reasonably anticipated.
CDID-18AA

Maximum Period Payable, as shown in the *Schedule of Benefits*, means the longest period of time that *We* will make payments to *You* for any one period of *Disability*.
CDID-32AA

Mental Disorder means a disorder found in the current diagnostic standards of the American Psychiatric Association.
CDID-19AA

Monthly Benefit means that benefit shown in the *Schedule of Benefits* which applies to *You*.
CDID-20AA

Net LTD Monthly Benefit means the *Gross LTD Monthly Benefit* less the Deductible Sources of Income.
CDID-20ANet

Pre-existing Condition means a condition for which medical treatment or advice was rendered, prescribed or recommended within 3 months prior to *Your* effective date of insurance. A condition shall no longer be considered pre-existing if it causes *Disability* which begins after *You* have been insured under the Policy for a period of 12 months.
CDID-21BA

Regular Occupation means the occupation that *You* are performing for income or wages on *Your Date of Disability*. It is not limited to the specific position *You* held with *Your* Employer.
CDID-22BA

Rehabilitation Plan means a written agreement between *You* and *Us*. Its purpose is to assist *You* in returning to *Gainful Employment*. The *Rehabilitation Plan* will outline the time and dates of the vocational rehabilitation services, *Our* responsibilities, *Your* responsibilities and the responsibilities of any third party which might be involved. The *Rehabilitation Plan* will be at *Our* expense, at the expense of the third party, or a shared expense of *Ours* and a third party. At *Our* discretion, the *Rehabilitation Plan* will include the Day Care Expense Benefit.
CDID-23AA

Retirement Plan means a plan which provides retirement benefits to employees and is not funded wholly by employee contributions.
CDID-24AA

Schedule of Benefits means the schedule which is a part of this certificate.
CDID-28AA

Sickness means sickness or disease causing *Disability* which begins while *Your* coverage is in force.
CDID-26AA

We*, *Our and ***Us*** mean the CNA Group Life Assurance Company, Chicago, Illinois.
CDID-29AA

You*, *Your and ***Yours*** means the employee to whom this certificate is issued and whose insurance is in force under the terms of the Policy.
CDID-30AA

IMPORTANT ERISA WELFARE PLAN INFORMATION

The following section contains information provided to You at the request of the Plan Administrator of Your Plan to meet certain requirements of the Employee Retirement Income Security Act of 1974, as amended, (ERISA). All inquiries related to the following material should be referred directly to Your Plan Administrator.

DISCRETIONARY AUTHORITY

The Policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable, by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto. The plan administrator and other plan fiduciaries have discretionary authority to determine Your eligibility for and entitlement to benefits under the Policy. The plan administrator has delegated sole discretionary authority to CNA Group Life Assurance Company to determine Your eligibility for benefits and to interpret the terms and provisions of the plan and any policy issued in connection with it.

SUMMARY PLAN DESCRIPTION (SPD) AND ERISA STATEMENT OF RIGHTS

The following sections contain information provided to You by the Plan Administrator of Your Plan to meet the requirements of the Employee Retirement Income Security Act of 1974, as amended. It does not constitute a part of the Plan, nor of any insurance policy issued in connection with it. All inquiries relating to the following material should be referred directly to Your Plan Administrator.

SUMMARY PLAN DESCRIPTION

Name of Plan

The plan for which this Summary Plan Description is provided is known as the ROSE-HULMAN Institute of Technology Group Disability Income Insurance Plan, herein referred to as the "Plan".

Maintenance of Plan

The Plan is maintained by:

ROSE-HULMAN Institute of Technology
5500 Wabash Avenue
Terre Haute, IN 47803

Employer Identification Number and Plan Number

The employer identification number (EIN) assigned by the Internal Revenue Service to the Plan Sponsor is 35-0868149.

The Plan Number assigned by the Plan sponsor is 503.

Type of Welfare Plan

The Plan is a group disability income insurance plan.

Administration of Plan

The Plan is administered by the Plan Administrator through an insurance contract purchased from CNA Group Life Assurance Company. Certain ministerial functions are performed on behalf of the Plan by CNA Group Life Assurance Company. These functions include, but are not limited to, administration and payment of claims, determination of Your eligibility under the Plan, premium billing and policy and certificate issuance.

Plan Sponsor/Administrator *(Herein referred to as the Administrator)*

ROSE-HULMAN Institute of Technology
5500 Wabash Avenue
Terre Haute, IN 47803
Telephone Number: 812-877-8455

The Administrator and other Plan fiduciaries have discretionary authority to interpret the terms of the Plan and to determine Your eligibility for and entitlement to benefits in accordance with the Plan. With respect to making benefit decisions, the Plan Administrator has delegated sole discretionary authority to CNA Group Life Assurance Company to determine Your eligibility for and entitlement to benefits under the Plan and to interpret the terms and provisions of any insurance policy issued in connection with the Plan.

Agent for Service of Legal Process

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

ROSE-HULMAN Institute of Technology
5500 Wabash Avenue
Terre Haute, IN 47803

In addition, service of process may be made upon the Administrator.

Eligibility and Benefits

The Plan's requirements respecting eligibility for participation, the conditions pertaining to eligibility to receive benefits and a description or summary of the benefits are listed in the certificate portion of this booklet.

Circumstances Which May Affect Benefits

Circumstances which may result in disqualification, ineligibility, denial, loss, forfeiture or suspension of any benefits are listed in the certificate portion of this booklet.

The Plan Administrator reserves the right to modify, amend, or terminate the Plan in whole or in part. Such right may be exercised at any time and at the Plan Administrator’s sole discretion.

Right of Recovery Due to Benefit Overpayment

If, for any reason, a benefit is paid under the Plan which is larger than the amount allowed in accordance with the Plan, the Plan reserves the right to recover the excess amount from the person or agency that received such overpayment.

Sources of Plan Contributions

Contributions to the Plan are made by the employer.

Medium for Providing Benefits

Benefits under the Plan are provided in accordance with the provisions of Group Insurance Policy Number SR-83106377 by CNA Group Life Assurance Company, CNA Plaza, Chicago, Illinois 60685. Benefits available under the Plan are not guaranteed under the Group Insurance Policy.

Date of End of Plan's Fiscal Year

The date of the end of each year for purposes of maintaining the Plan's fiscal records is June 30.

Claim Procedures

1) **Presenting Claims for Benefits**

   Claim forms may be obtained from: Employer.

   Please see Your insurance certificate or booklet for the requirements of the Group Insurance Policy as to notice of claims.

   The insurance company will provide notice of benefit determination no later than 45 days after receipt of the claim. This period may be extended by 30 days if it is determined that matters beyond the control of the plan make such an extension necessary. You will receive written notification of the extension and the date by which the insurance company expects to decide your claim prior to the end of the initial 45-day period. If, prior to the end of the 30-day extension period, it is determined that a decision cannot be made due to matters beyond the control of the plan, the period for making the decision may be extended for up to an additional 30 days. You will be notified in writing of the additional extension and the date by which the insurance company expects to decide your claim prior to the end of the initial 30-day extension period. Each notice of extension will explain the standards on which entitlement to benefits is based, the reasons for the delay, and the additional information needed to make a decision on the claim. If the extension is due to your failure to submit information necessary to decide the claim, the time limitations for the insurance company will be tolled from the date the notification of the extension is sent until the date you respond to the request for additional information. You will have 45 days within which to provide the necessary information.

2) **Claims Denial Procedure**

   Any denial of a claim for benefits will be provided by the insurance company and consist of a written explanation which will include:

   i) the specific reasons for the denial;
   ii) reference to the pertinent plan provisions upon which the denial is based;
   iii) a description of any additional information You might be required to provide and explanation of why it is needed; and
   iv) an explanation of the Plan's claim review procedure.

   You, Your beneficiary (when an appropriate claimant), or a duly authorized representative may appeal any denial of a claim for benefits by filing a written request for a full and fair review to the insurance company. In connection with such a request, documents pertinent to the administration of the Plan may be reviewed, and comments and issues outlining the basis of the appeal may be submitted in writing. You may have representation throughout the review procedure. A request for a review must be filed by 180 days after receipt of the written notice of denial of a claim. The full and fair review will be held and a decision rendered by the insurance company no longer than 45 days after receipt of the request for the review.

   If there are special circumstances, the decision will be made as soon as possible, but not later than 90 days after receipt of the request for the review. If such an extension of time is needed, You will be notified in writing prior to the beginning of the time extension period. The decision after Your review will be in writing and will include specific reasons for the decision as well as specific references to the pertinent Plan provisions on which the decision is based.

ERISA AND EFFECT ON EMPLOYMENT

No one may fire You or otherwise discriminate against You in order to prevent You from obtaining a welfare benefit You are entitled to under the Plan or exercising Your rights under ERISA. However, nothing listed herein, or in any Plan document or insurance policy issued in connection with the Plan, shall be construed to say or imply that Your participation in the Plan is a guarantee of Your continued employment with Your employer. Your employment status shall not be affected by Your participation in the Plan or exercise of Your rights under ERISA.

YOUR RIGHTS UNDER ERISA

As a participant in the above described 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 the following rights and protections under the law.

Receive Information About Your Plan and Benefits

As a participant in an ERISA covered Plan, You have the right to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, 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 Pension and Welfare Benefit Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.
- 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.

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, Your union, or any other person, may fire You or otherwise discriminate against You in any way to prevent You from obtaining a welfare benefit or exercising Your rights under ERISA.

Enforce Your Rights

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

Under ERISA, there are steps 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.

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 Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in Your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits 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 Pension and Welfare Benefits Administration.

IMPORTANT NOTICE FOR NON-ENGLISH SPEAKING EMPLOYEES

Para Empleados Que No Hablan Inglés

Este documento contiene un resumen en inglés de los derechos y beneficios que le corresponden bajo el plan de seguro de accidente grupal creado y mantenido por su empresa. Si tiene alguna pregunta acerca de la información contenida en el documento, communiquese con el Administrador para obtener ayuda. La dirección del Administrador es:

ROSE-HULMAN Institute of Technology
5500 Wabash Avenue
Terre Haute, IN 47803
Numero de Teléfono: 812-877-8455

ERISA

NOTICE TO POLICYHOLDERS

We are here to serve you . . .

As our policyholder, your satisfaction is very important to us. If you have a question about your policy, if you need assistance with a problem, or if you have a claim, you should first contact your insurance agent or us at 1-800-255-7214 (for information about coverage), or 1-800-303-9744 (for information about claims). If you have a valid claim, we fully expect to provide a fair settlement in a timely fashion.

Should you feel you are not being treated fairly with respect to a claim, you may contact the Indiana Department of Insurance with your complaint.

To contact the Department, write or call:

Consumer Services Division
Indiana Department of Insurance
311 West Washington Street, Suite 300
Indianapolis, IN 46204-2787

(317) 232-2395 or 1-800-622-4461

BG-102812-B13

CNA Group Life Assurance Company
CNA Plaza
Chicago, IL 60685