

MERGER ENDORSEMENT

This endorsement attaches to and forms a part of your Guarantee Life Insurance Company policy, contract or certificate.

Effective August 1, 2000, Guarantee Life Insurance Company is merged into Jefferson Pilot Financial Insurance Company and the surviving company is Jefferson Pilot Financial Insurance Company.

The policy, contract or certificate to which this endorsement is attached is amended by changing all references to "Guarantee Life Insurance Company" to "Jefferson Pilot Financial Insurance Company".

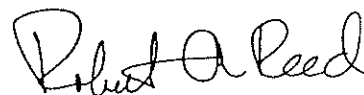
The Home Office of Jefferson Pilot Financial Insurance Company is: 8801 Indian Hills Drive
Omaha, NE 68114

All servicing and terms of your policy, contract or certificate remain the same.

The effective date of this endorsement is August 1, 2000.

Signed for Jefferson Pilot Financial Insurance Company


Chief Executive Officer


Secretary

The Lincoln National Life Insurance Company

Service Office: 8801 Indian Hills Drive
Omaha, NE 68114-4066

Merger and Name Change Endorsement

This endorsement attaches to and forms a part of your Jefferson Pilot Financial Insurance Company policy, contract or certificate.

Effective July 2, 2007 Jefferson Pilot Financial Insurance Company merged with The Lincoln National Life Insurance Company. As a result of the merger, The Lincoln National Life Insurance Company is responsible for all of Jefferson Pilot Financial Insurance Company's legal obligations, including your policy, contract or certificate. Therefore, all references in the policy, contract or certificate to Jefferson Pilot Financial Insurance Company (Jefferson Pilot) are hereby changed to reflect the surviving company name of The Lincoln National Life Insurance Company.

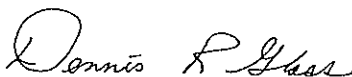
The State of Domicile for The Lincoln National Life Insurance Company (the surviving company) is Indiana. As a result, any reference in the policy, contract or certificate to the State of Domicile or Home State is hereby changed to reference Indiana as the location of the State of Domicile or Home State.

All references to a Home Office, address or location in the policy, contract or certificate are hereby changed to reference Fort Wayne, Indiana as the location of the Home Office.

All of the other terms and benefits of your policy, contract or certificate will remain unchanged.

The effective date of this endorsement is July 2, 2007.

Signed for The Lincoln National Life Insurance Company.


President

JFF END-5860.G



GUARANTEE LIFE INSURANCE COMPANY

Guarantee Centre 8801 Indian Hills Drive Omaha, NE 68114-4066 402-361-7300

CERTIFIES THAT Group Policy No. GL 000010020271 has been issued to
City of Marlborough
(The Group Policyholder)

The Issue Date of the Policy is July 1, 1998.

The insurance is effective only if the Employee is eligible for insurance and becomes and remains insured as provided in the Group Policy.

Certificate of Insurance for Class 1

The Employee is entitled to benefits described in this Certificate if the Employee is eligible for insurance under the provisions of the Policy and according to the records of the Employer.

This Certificate replaces any other certificate previously issued for the benefits described inside. As a Certificate of insurance, this does not constitute a contract of insurance, it summarizes the provisions of the Policy and is subject to the terms of the Policy.


President

CERTIFICATE OF GROUP LTD INSURANCE

SCHEDULE OF BENEFITS

ELIGIBLE CLASS means: Class 1 All Full-Time Employees

WAITING PERIOD: None (For date insurance begins, refer to "Effective Dates" section)

MINIMUM HOURS PER WEEK: 20

BENEFIT PERCENTAGE: 60%

MAXIMUM MONTHLY BENEFIT: \$4,000

MINIMUM MONTHLY BENEFIT: \$50

Benefits for PRE-EXISTING CONDITIONS will be subject to the Pre-Existing Condition Exclusion on the Exclusion page.

ELIMINATION PERIOD: 90 days of Disability due to the same or a related Sickness or Injury, which must be accumulated within a 180 day period.

MAXIMUM BENEFIT PERIOD (For Sickness or Injury): The Insured Person's Social Security Normal Retirement Age, or the Maximum Benefit Period shown below (whichever is later).

<u>Age at Disability</u>	<u>Maximum Benefit Period</u>
Less than Age 60	To Age 65
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and Over	12 months

OWN OCCUPATION PERIOD means a period beginning at the end of the Elimination Period and ending 36 months later for Insured Employees.

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DEFINITIONS

As used in the Policy, the following words and phrases shall have the meanings indicated:

ACTIVE WORK or **ACTIVELY-AT-WORK** means an Employee's full-time performance of all customary duties of such Employee's occupation at:

1. the Employer's usual place of business; or
2. any other business location to which the Employer requires the Employee to travel.

ANNUAL SALARY means the Insured Employee's earnings from the Employer for the twelve month period:

1. just prior to the date the Elimination Period begins; or
2. just prior to the date an approved leave of absence begins, if the Elimination Period begins while the Insured Employee is continuing coverage during a leave of absence.

It does not include overtime pay, commissions, bonuses and other extra compensation. It will not exceed the amount which is shown in the Employer's payroll records; or for which premium has been paid (whichever is less).

BASIC MONTHLY EARNINGS or **PREDISABILITY INCOME** means the Insured Employee's monthly rate of earnings from the Employer in effect:

1. just prior to the date the Elimination Period begins; or
2. just prior to the date an approved leave of absence begins, if the Elimination Period begins while the Insured Employee is continuing coverage during a leave of absence.

It does not include overtime pay, commissions, bonuses and other extra compensation. It will not exceed the amount which is shown in the Employer's payroll records; or for which premium has been paid (whichever is less).

COMPANY means Guarantee Life Insurance Company, a Nebraska corporation, whose Home Office address is Guarantee Centre, 8801 Indian Hills Drive, Omaha, Nebraska 68114.

DAY OR DATE means the period of time which begins at 12:01 a.m. and ends at 12:00 midnight, standard time, at the Policyholder's place of business. When used with regard to effective dates, it means 12:01 a.m. When used with regard to termination dates, it means 12:00 midnight.

DISABLED or **DISABILITY** means Totally Disabled and/or Partially Disabled.

DISABILITY BENEFIT when used with the term Retirement Plan, means a benefit which:

1. is payable under a Retirement Plan due to disability as defined in that plan; and
2. does not reduce the benefits which would have been paid as Retirement Benefits at the normal retirement age under the plan if the disability had not occurred.

If the payment of the benefit does cause such a reduction, the benefit will be deemed a Retirement Benefit as defined in the Policy.

DEFINITIONS
(continued)

ELIMINATION PERIOD means the number of days of Disability during which no benefit is payable. The Elimination Period shown in the Schedule of Benefits:

1. begins on the first day of Disability; and
2. is satisfied when the required number of days is accumulated within a period which does not exceed two times the Elimination Period.

Only days of Disability due to the same or a related Sickness or Injury will count towards the Elimination Period.

During a period of Disability, the Insured Employee may return to full-time work for an accumulated number of days not to exceed the Elimination Period. Such return to work may be at the Insured Employee's own or any other occupation. Exceptions are as follows.

1. If an Insured Employee becomes Disabled after a return to full-time work, at his or her own occupation, for a continuous period of six months or more; then:
 - (a) a new period of Disability will begin; and
 - (b) a new Elimination Period will be required; in accord with the Recurrent Disability provision.
2. If an Insured Employee becomes eligible for any other group long term disability insurance during the Elimination Period; then only continuous days of Disability will count towards that Elimination Period.

Days on which the Insured Employee returns to work on a full-time basis will not count towards the Elimination Period.

EMPLOYEE means a person:

1. whose employment with the Employer is:
 - (a) on a regular full-time basis;
 - (b) the person's principle occupation; and
 - (c) for regular wage or salary;
2. who is regularly scheduled to work at such occupation at least the minimum number of hours shown in the Schedule of Benefits;
3. who is a member of an Eligible Class which is eligible for coverage under the Policy; and
4. who is a permanent resident of the United States.

EMPLOYER means the Policyholder and includes any division, subsidiary or affiliated company named in the Application.

DEFINITIONS **(continued)**

FAMILY OR MEDICAL LEAVE means a leave of absence which is approved in writing by the Employer; and which is subject to:

1. the federal Family and Medical Leave Act of 1993, and any amendments to it; or
2. any similar state law requiring the Employer to grant family or medical leaves.

It does not include a period of Disability which applies toward the Elimination Period; or for which Policy benefits are paid.

HOSPITAL or INSTITUTION means a facility licensed to provide care and treatment for the condition causing the Insured Employee's disability.

INSURED EMPLOYEE means an Employee for whom Policy coverage is in effect.

INJURY means bodily injury which is caused by and results directly from an accident, independently of all other causes. For purposes of determining benefits under the Policy, a Disability will be considered due to an Injury only if:

1. the Disability begins within 90 days after the Injury; and
2. the Injury occurred while the Employee was insured under the Policy.

The term "Injury" shall not include any:

1. condition to which a physical or mental sickness, the natural progression of a sickness, or the treatment of a sickness is a substantial contributing factor (based upon the preponderance of medical evidence);
2. condition caused solely by emotional stress or mental trauma;
3. repetitive trauma condition which results from repetitious, physically traumatic activities that occur over time;
4. pregnancy; except for complications which result from a covered Injury;
5. condition caused by infection; except for a pyogenic bacterial infection of a covered Injury; or
6. condition caused by medical or surgical treatment; except when the treatment is needed solely because of a covered Injury.

MONTHLY BENEFIT means the amount payable monthly by the Company to the Insured Employee who is Totally or Partially Disabled.

OWN OCCUPATION PERIOD means a period as shown in the Schedule of Benefits.

PARTIAL DISABILITY or PARTIALLY DISABLED shall be as defined in the Partial Disability Monthly Benefit provision.

DEFINITIONS
(continued)

PHYSICIAN means a medical practitioner who:

1. is a legally qualified Physician or surgeon (or is a professional person deemed by state law to be the same as a legally qualified physician); and
2. is acting within the lawful scope of his or her license.

Physician does not include a person who:

1. is the Insured Employee receiving treatment; or
2. is a relative of the Insured Employee receiving treatment.

POLICY means the Group Long Term Disability Insurance Policy issued by the Company to the Policyholder.

POLICYHOLDER means the person, individual, firm, trust or other organization as shown on the Face Page of the Policy.

PREDISABILITY INCOME - See Basic Monthly Earnings definition.

RETIREMENT BENEFIT when used with the term Retirement Plan, means a benefit which:

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

RETIREMENT PLAN means a defined benefit or defined contribution plan which provides Retirement Benefits to Employees and which is not funded wholly by Employee contributions. The term shall not include any 401(k), profit-sharing or thrift plan; informal salary continuance plan; individual retirement account (IRA); tax sheltered annuity (TSA); stock ownership plan; or a non-qualified plan of deferred compensation. An Employer's Retirement Plan is deemed to include any Retirement Plan:

1. which is part of any federal, state, county, municipal or association retirement system; and
2. for which the Employee is eligible as a result of employment with the Employer.

SICKNESS means illness, pregnancy or disease.

DEFINITIONS
(continued)

TOTAL DISABILITY or TOTALLY DISABLED means that an Insured Employee, due to an Injury or Sickness is unable:

1. during the Elimination Period and the Own Occupation Period, to perform each of the main duties of the Insured Employee's regular occupation; and
2. after the Own Occupation Period, to perform each of the main duties of any gainful occupation for which the Insured Employee's training, education or experience will reasonably allow.

For Insured Employees employed as pilots, co-pilots or crew of aircraft, Total Disability or Totally Disabled means that the Insured Employee due to an Injury or Sickness is unable to perform the main duties of any gainful occupation for which the Insured Employee's training, education or experience will reasonably allow. The loss of a pilot's license for any reason does not, by itself, constitute Total Disability.

WAITING PERIOD means the period of time that begins with an Employee's most recent date of employment with the Employer and ends on the day prior to the day such Employee is eligible for coverage under the Policy.

GENERAL PROVISIONS

MISSTATEMENT OF FACTS. If relevant facts about any person were misstated; then the true facts will decide if and in what amount insurance is valid under the Policy.

AGENCY. For all purposes of the Policy, the Policyholder or Employer acts on its own behalf or as Agent of the Employee. Under no circumstances will the Policyholder or Employer be deemed the Agent of the Company.

CLAIMS PROCEDURES

NOTICE OF CLAIM. Written notice of claim must be given during the Elimination Period. The notice must be sent to the Company's Home Office. It should include:

1. the Insured Employee's name and address; and
2. the number of the Policy.

If this is not possible, written notice must be given as soon as it is reasonably possible.

CLAIM FORMS. When notice of claim is received, the Company will send claim forms to the Insured Employee. If the Company does not send the forms within 15 days, the Insured Employee may send the Company written proof of Disability. The Company will periodically send the Insured Employee additional Claim Forms.

PROOF OF CLAIM. The Company must be given written proof of claim within 90 days after the end of the Elimination Period. If it was not reasonably possible to give written proof in the time required, the claim will not be reduced or denied solely for this reason; provided the proof is filed as soon as reasonably possible. In any event, proof of claim must be given no later than one year from such time.

Proof of claim must show the date the Disability started, its cause and how serious it is. Proof of continued Disability and regular attendance of a Physician must be given to the Company within 30 days of the request of proof.

LEGAL ACTIONS. No legal action to recover any benefits may be brought before sixty days after the required written proof of claim has been given. No legal action may be brought more than three years after written proof of claim is required to be given.

EXAMINATION. The Company, at its own expense, will have the right and opportunity to have a claimant examined by a Physician of its choice. This right may be used as often as it is reasonably required.

TIME OF PAYMENT OF CLAIMS. When the Company receives proof of claim, benefits payable under the Policy will be paid monthly during any period for which the Company is liable. If benefits are due for a period of less than a month, they will be paid on a prorata basis at a daily rate equal to 1/30 of the monthly benefit.

PAYMENT OF CLAIMS. All benefits are payable to the Insured Employee. The Company has the right to pay up to \$1,000 to any of the Insured Employee's relatives whom the Company considers entitled, if a benefit becomes payable to:

1. an Insured Employee's estate; or
2. an Insured Employee who is a minor, or who, in the Company's opinion, is not competent.

If the Company pays benefits in good faith to a relative, the Company will not have to pay such benefits again.

RIGHT OF RECOVERY. If benefits have been overpaid on any claim, reimbursement to the Company is required within 60 days. If reimbursement is not made, the Company has the right to:

1. reduce future benefits until reimbursement is made; and
2. recover such overpayments from the Insured Employee's estate.

ELIGIBILITY

ELIGIBLE CLASSES. The classes of Employees eligible for insurance are shown in the Schedule of Benefits. The Company has the right to review and terminate any or all classes eligible under the Policy, if any class ceases to be covered by the Policy.

ELIGIBILITY DATE. An Employee becomes eligible for coverage provided by the Policy on the later of:

1. the Policy's effective date; or
2. the date the Employee satisfies the Waiting Period.

Prior service in an Eligible Class will apply toward the Waiting Period, when:

1. a former Employee is rehired within one year after his or her employment ends; or
2. an Employee returns from a Family or Medical Leave within the leave period required by federal or state law (whichever is greater).

EFFECTIVE DATES

EFFECTIVE DATE. Except as stated in the Delayed Effective Date provision, coverage for an Employee becomes effective at 12:01 a.m. on the latest of:

1. the date the Employee becomes eligible for coverage;
2. the date the Employee makes written application for coverage; and signs:
 - (a) a payroll deduction order, if the Employees pay any part of the Policy premiums; or
 - (b) an order to pay premiums from the Employee's Flexible Benefits Plan account, if premiums are paid through such an account; or
3. the date the Company approves the Employee's evidence of insurability, if required.

Evidence of insurability satisfactory to the Company must be submitted (at the Employee's expense) if:

1. written application for coverage (or an increased amount of coverage) is made more than 31 days after the Employee becomes eligible for such coverage;
2. coverage is elected after the Employee has requested:
 - (a) to terminate the insurance;
 - (b) to stop payroll deductions for the insurance; or
 - (c) to stop premium payments through a Flexible Benefits Plan account;
3. coverage is elected after the Employee has caused insurance to lapse by failing to pay the required premium when due; or
4. optional, supplemental, voluntary or Buy-Up Benefit coverage is elected in excess of any guaranteed issue amounts shown in the Schedule of Benefits.

DELAYED EFFECTIVE DATE. An Employee's Effective Date of any initial, increased or additional coverage will be delayed; if such Employee is not Actively-at-Work on the date that coverage would otherwise be effective. Coverage will take effect on the Employee's second consecutive day of Active Work.

EFFECTIVE DATE FOR CHANGE IN ELIGIBLE CLASS. An Insured Employee may become a member of a different Eligible Class. Except as stated in the Delayed Effective Date provision, coverage under the different Eligible Class will be effective:

1. immediately, if the different Eligible Class involves any reduction in coverage; or
2. the first day of the month after the Insured Employee has been Actively-at-Work for at least 15 days, as a member of a different Eligible Class; if the different Eligible Class involves enhancement of any coverage.

REINSTATEMENT AFTER FAMILY OR MEDICAL LEAVE. A new Waiting Period and evidence of insurability will be waived for an Employee, upon return from an approved Family or Medical Leave, provided:

1. the Employee returns within the leave period required by federal or state law (whichever is greater);
2. the Employee applies for insurance or is enrolled under the Policy within 31 days after resuming Active Work; and
3. the reinstated amount of insurance does not exceed the amount which terminated.

If the above conditions are met, the months of leave will count towards any unmet Pre-Existing Condition Exclusion period; and a new Pre-Existing Condition Exclusion will not apply to the reinstated amount of insurance. A new Pre-Existing Condition Exclusion will apply to any increased amount of insurance, however.

INDIVIDUAL TERMINATION

INDIVIDUAL TERMINATION OF COVERAGE. An Insured Employee's coverage will terminate at 12:00 midnight on the earliest of:

1. the date the Policy terminates; but without prejudice to any claim incurred prior to termination;
2. the date the Insured Employee's Class is no longer eligible for insurance;
3. the date such Insured Employee ceases to be a member of an Eligible Class;
4. the end of the period for which the last required Employee contribution has been paid; or
5. the date on which the Insured Employee's employment with the Employer terminates.

Ceasing Active Work is deemed termination of employment; but insurance may be continued as follows.

1. If the Insured Employee ceases Active Work, and does not become eligible for similar group disability income coverage within 31 days after employment ends; then coverage may be continued:
 - (a) one policy month;
 - (b) provided the Company receives the required premium from the Employer.
2. If an Insured Employee is absent due to Disability; then insurance may be continued during:
 - (a) the Elimination Period; and
 - (b) the period for which premium is waived.
3. If an Insured Employee goes on an approved Family or Medical Leave; then insurance may be continued, until the earliest of:
 - (a) the end of the leave period approved by the Employer;
 - (b) the end of the leave period required by federal or state law (whichever is greater);
 - (c) the date the Insured Employee notifies the Employer that he or she will not return;
or
 - (d) the date the Insured Employee begins employment with another employer;
provided the Company receives the required premium from the Employer.
4. When an Insured Employee goes on a temporary lay-off, or an approved leave of absence which is not subject to the federal Family and Medical Leave Act (or any similar state law); then insurance may be continued:
 - (a) until the end of the calendar month following the month in which the lay-off or leave began;
 - (b) provided the Company receives the required premium from the Employer.
5. When an Insured Employee ceases Active Work due to a plant closing or partial closing (as defined by Massachusetts law); then insurance may be continued:
 - (a) for three policy months after the closing; or
 - (b) until he or she become eligible for similar group disability income coverage (whichever occurs first);
provided the Company receives the required premium from the Employer.

When an Insured Employee is entitled to continue coverage in accord with two provisions shown above, he or she may elect the longer continuation period (but not both). The Employer must not act so as to discriminate unfairly among Employees in similar situations. Insurance may not be continued when an Insured Employee ceases Active Work due to a labor dispute, strike, work slowdown or lockout.

CONVERSION PRIVILEGE

ELIGIBILITY. The Policy provides a conversion privilege, when an Insured Employee's insurance under the Policy ends because he or she:

1. resigns from employment with the Employer;
2. is terminated from employment with the Employer, with or without cause;
3. goes on a lay-off or leave of absence; or
4. remains on a lay-off or leave of absence beyond the continuation period provided in the Individual Termination section of the Policy.

The Insured Employee may obtain converted long term disability insurance, without medical evidence of insurability. To be eligible for a converted policy, the Insured Employee must have been insured under the Employer's group plan for at least 12 months in a row, just before his or her insurance under the Policy terminated. The 12 months can be a combination of coverages under the Policy, and under any prior group long term disability plan which the Policy replaces.

APPLICATION. Application to convert must be made within 31 days after insurance under the Policy terminates. The converted benefits and amount of insurance may differ from those under the Policy.

CONDITIONS AND LIMITATIONS. This conversion privilege is not available to any Insured Employee whose insurance terminates because:

1. the Policy is terminated by the Employer or the Company;
2. the Policy is amended to exclude the class to which the Insured Employee belongs;
3. the Insured Employee no longer belongs to a class eligible for coverage under the Policy;
4. the Insured Employee retires or dies;
5. the Insured Employee fails to pay the required premium; or
6. the Insured Employee is Disabled under the terms of the Policy.

Also, this conversion privilege is not available to an Insured Employee who becomes insured for long term disability benefits under any other group plan; unless the other coverage takes effect more than 31 days after his or her insurance under the Policy terminates.

If an Insured Employee converts his or her Policy coverage, and later resumes active employment in an eligible class; then the Insured Employee's conversion coverage will terminate on the day before he or she is re-enrolled under the Policy. In no event will benefits be under both the Policy and the conversion coverage for the same period of Disability.

TOTAL DISABILITY MONTHLY BENEFIT

The Company will pay a Total Disability Monthly Benefit to an Insured Employee after the completion of the Elimination Period if such Insured Employee:

1. is Totally Disabled;
2. requires the regular attendance of a Physician; and
3. submits proof of continued Total Disability, at the Insured Employee's expense, to the Company upon request.

The Total Disability Monthly Benefit will cease on the earliest of:

1. the date the Insured Employee ceases to be Totally Disabled;
2. the date the Insured Employee dies; or
3. the date the Maximum Benefit Period ends.

The amount of the Total Disability Monthly Benefit equals:

1. the Insured Employee's Basic Monthly Earnings multiplied by the Benefit Percentage (limited to the Maximum Monthly Benefit); minus
2. Other Income Benefits.

The amount of the Total Disability Monthly Benefit will not be less than the Minimum Monthly Benefit. The Benefit Percentage, Maximum Monthly Benefit, Minimum Monthly Benefit and Maximum Benefit Period are shown in the Schedule of Benefits.

PARTIAL DISABILITY MONTHLY BENEFIT

The Company will pay a Partial Disability Monthly Benefit to an Insured Employee, after completion of the Elimination Period; if he or she:

1. is Disabled;
2. is engaged in Partial Disability Employment;
3. is earning at least 20% of Predisability Income when Partial Disability Employment begins;
4. requires regular attendance of a Physician; and
5. submits proof of Partial Disability, at his or her own expense, to the Company upon request.

The Insured Employee does not have to be Totally Disabled prior to receiving Partial Disability Monthly Benefits. The Elimination Period may be satisfied by consecutive days of Total Disability, Partial Disability or any combination thereof.

The Partial Disability Monthly Benefit will cease on the earliest of:

1. the date the Insured Employee ceases to be Partially Disabled or dies;
2. the date the Maximum Benefit Period ends;
3. the date the Insured Employee earns more than 99% of Predisability Income, until Partial Disability Monthly Benefits have been paid for 24 months for the same period of Disability; or
4. the date the Insured Employee earns more than 85% of Predisability Income, after Partial Disability Monthly Benefits have been paid for 24 months for the same period of Disability.

The Company has the option to average earnings over three consecutive months, in the event that the Insured Employee earns less than 85% of Predisability Income in the succeeding months.

DEFINITIONS

PARTIAL DISABILITY or PARTIALLY DISABLED means that, as a result of a Sickness or Injury, the Insured Employee is:

1. able to perform one or more, but not all, of the main duties of such Insured Employee's own or any other occupation on a full-time or part-time basis; or
2. able to perform all of the main duties of such Insured Employee's own or any other occupation, but only on a part-time basis.

PARTIAL DISABILITY EMPLOYMENT means the Insured Employee continues or resumes working at his or her own or any other occupation; but because of a Partial Disability:

1. the Insured Employee's hours are reduced; or
2. one or more main duties of the job are eliminated or reassigned.

After the Insured Employee has received Partial Disability Monthly Benefits for 24 months for the same period of Disability, his or her current earnings may not exceed 85% of Predisability Income. This reduction in earnings must be due to the injury or sickness causing the Partial Disability.

Residual Disability

PARTIAL DISABILITY MONTHLY BENEFIT
(Continued)

BENEFIT AMOUNT. The Partial Disability Monthly Benefit will replace the Insured Employee's Lost Income; provided it does not exceed the Total Disability Monthly Benefit, which would otherwise be payable during Total Disability without the Partial Disability Employment.

Thus, the amount of the Partial Disability Monthly Benefit will equal the lesser of A or B below.

- A. **LOST INCOME:** The Insured Employee's Predisability Income, minus all Other Income Benefits (including earnings from Partial Disability Employment).
- B. **TOTAL DISABILITY MONTHLY BENEFIT** otherwise payable:
 - 1. The Insured Employee's Predisability Income multiplied by the Benefit Percentage (limited to the Maximum Monthly Benefit); minus
 - 2. Other Income Benefits, except for earnings from Partial Disability Employment.

The Partial Disability Monthly Benefit will never be less than the Minimum Monthly Benefit. The Benefit Percentage, Maximum Monthly Benefit, Minimum Monthly Benefit, and Maximum Benefit Period are shown in the Schedule of Benefits.

Progressive Calculation

OTHER INCOME BENEFITS

OTHER INCOME BENEFITS mean those benefits shown below:

1. Any temporary or permanent benefits or awards for which the Insured Employee is eligible under:
 - (a) Workers' or Workmen's Compensation Law;
 - (b) occupational disease law; or
 - (c) any other act or law of like intent.
2. Any disability income benefits for which the Insured Employee is eligible under any compulsory benefit act or law.
3. Any disability income benefits for which the Insured Employee is eligible under:
 - (a) any other group plan, sick leave or formal salary continuance plan of the Employer; or
 - (b) any governmental retirement system as a result of the Insured Employee's job with the Employer.
4. Any Disability Benefits or Retirement Benefits the Insured Employee receives under a Retirement Plan.
5. Benefits under the Social Security Act, or any similar plan or act as follows:
 - (a) Disability or unreduced retirement benefits for which:
 - i. the Insured Employee is eligible; and
 - ii. the Insured Employee's spouse, child or children are eligible because of the Insured Employee's Disability; or
 - iii. the Insured Employee's spouse, child or children are eligible because of the Insured Employee's eligibility for unreduced retirement benefits; or
 - (b) Reduced retirement benefits received by:
 - i. the Insured Employee; and
 - ii. the Insured Employee's spouse, child or children because of the Insured Employee's receipt of the reduced retirement benefits.
6. Earnings the Insured Employee earns or receives from any form of employment.

These Other Income Benefits, except Retirement Benefits, are benefits resulting from the same Disability for which a Monthly Benefit is payable under the Policy.

COST-OF-LIVING FREEZE. After the first deduction for each of the Other Income Benefits, the Monthly Benefit will not be further reduced due to any cost-of-living increases payable under these Other Income Benefits.

LUMP SUM PAYMENTS. Other Income Benefits which are paid in a lump sum will be prorated on a monthly basis over the time period for which the sum is given. If no time period is stated, the sum will be prorated on a monthly basis over the time the Company expects the Insured Employee to live.

Full Social Security Integration

RECURRENT DISABILITY

A Recurrent Disability will be treated as a new period of Disability and a new Elimination Period must be completed before further Monthly Benefits are payable if the Insured Employee returns to such Insured Employee's regular occupation on a full-time basis for six months or more.

"Recurrent Disability" means a Disability which is related or due to the same cause(s) as a prior Disability for which a Monthly Benefit was payable.

A Recurrent Disability will be treated as part of the prior Disability if an Insured Employee returns to such Insured Employee's regular occupation on a full-time basis for less than six months.

To qualify for a Monthly Benefit, the Insured Employee must earn less than 80% of Predisability Income.

Monthly Benefit payments will be subject to the terms of the Policy for the prior Disability.

If an Insured Employee becomes eligible for coverage under any other group long term disability policy, this Recurrent Disability Provision will cease to apply to that Insured Employee.

EXCLUSIONS

GENERAL EXCLUSIONS. The Policy will not cover any Total or Partial Disability due to:

1. war, declared or undeclared or any act of war;
2. intentionally self-inflicted injuries;
3. active participation in a riot; or
4. the Insured Employee's committing of or the attempting to commit a felony or any type of assault or battery.

PRE-EXISTING CONDITION EXCLUSION. The Policy will not cover any Total or Partial Disability:

1. which is caused or contributed to by, or results from a Pre-Existing Condition; and
2. which begins in the first 12 months after the Insured Employee's Effective Date.

"Pre-Existing Condition" means a Sickness or Injury for which the Insured Employee received treatment within 3 months prior to the Insured Employee's Effective Date.

"Treatment" means consultation, care or services provided by a Physician including diagnostic measures and taking prescribed drugs and medicines.

MENTAL ILLNESS LIMITATION

Benefits for Total or Partial Disability due to Mental Illness will not exceed 24 months of Monthly Benefit payments unless the Insured Employee:

1. is in a Hospital or Institution at the end of the 24 month period. The Monthly Benefit will be paid during confinement. If the Insured Employee remains Totally or Partially Disabled when discharged, the Monthly Benefit will be paid for a recovery period of up to 90 days.

If the Insured Employee is again confined during the 90 day recovery period for at least 14 days in a row, benefits will be paid for the reconfinement and another recovery period of up to 90 more days.

2. continues to be Totally or Partially Disabled and becomes confined in a Hospital or Institution after the 24 month period and for at least 14 consecutive days. The Monthly Benefit will be payable during the confinement.

In any case, the Monthly Benefit will not be payable beyond the Maximum Benefit Period.

"Mental Illness" means mental, nervous or emotional diseases and disorders of any type.

Mental Illness Limitation

SUBSTANCE ABUSE LIMITATION

Benefits for Total or Partial Disability due to Substance Abuse will be limited to 24 months of Monthly Benefit payments; unless the following conditions are met.

1. If the Insured Employee is confined in a Hospital or Treatment Center at the end of the 24th month for which Policy benefits are paid; then the Monthly Benefit will be paid:
 - (a) during the rest of the confinement; and
 - (b) for a recovery period of 90 days after discharge, if the Insured Employee remains Disabled after discharge.

If the Insured Employee is again confined to a Hospital or Treatment Center during the 90-day recovery period for at least 14 days in a row; then the Monthly Benefit will be paid:

- (a) during the new confinement; and
- (b) for a second recovery period of up to 90 days after discharge, if the Insured Employee remains Disabled after discharge.

2. If the Insured Employee continues to be Disabled, and is again confined in a Hospital or Treatment Center for at least 14 days in a row; then:
 - (a) the Monthly Benefit will be payable during the confinement; but
 - (b) no additional recovery period will be payable after discharge.

In any case, the Monthly Benefit will not be payable beyond the Maximum Benefit Period.

DEFINITIONS. "Substance Abuse" means alcoholism, drug abuse or chemical dependency of any type.

"Treatment Center" means a health care facility, or a medical or psychiatric unit of a health care facility, which:

1. is licensed, certified or approved by the state where it is located;
2. has a program for inpatient treatment of substance abuse; and
3. provides such treatment based upon a written plan approved and supervised by a Physician.

VOCATIONAL REHABILITATION BENEFIT

If an Insured Employee is Disabled and is receiving Policy benefits, he or she may be eligible for a Vocational Rehabilitation Benefit. This Benefit consists of services which may include:

1. vocational evaluation and counseling;
2. training, job modification or job placement;
3. equipment purchased by the Insured Employee; and
4. other services which the Company deems reasonably necessary to help the Insured Employee return to work.

BENEFIT AMOUNT. The Company will determine the amount of any Vocational Rehabilitation Benefit payable. This Benefit will not be payable for services, to the extent that they are covered by:

1. the insured Employee's health care plan; or
2. any other vocational rehabilitation program.

In no event will this Benefit exceed the Company's expected claims liability. The payment may be made to the provider of the services, at the Company's option.

ELIGIBILITY. The Company will determine eligibility for this Benefit based upon:

1. the Insured Employee's current:
 - (a) education, training and experience;
 - (b) physical and mental abilities; and
 - (c) degree of motivation;
2. the labor force demand for workers in the proposed occupation; and
3. the Company's expected liability for the Insured Employee's Long Term Disability income claim.

To qualify for the Benefit, the Insured Employee:

1. must have a Disability which prevents the Insured Employee from performing his or her occupation;
2. must lack the skills, training or experience needed to perform another occupation;
3. must possess the physical and mental abilities needed to complete a rehabilitation program;
4. must not be involved in any other vocational rehabilitation program; and
5. must be reasonably expected to return to work with the help of the rehabilitation services.

The Company must also find that the cost of the proposed services is less than the expected claim liability.

WRITTEN PROGRAM. The services must be provided in accord with a written vocational rehabilitation program (Program) which the Company develops with input from:

1. the Insured Employee;
2. his or her Physician; and
3. his or her current or prospective employer, when appropriate.

The Program must be described in a written plan, which states:

1. the goals of the Program;
2. the responsibilities of the Company, the Insured Employee, and any third parties associated with the Program; and
3. the times, dates and costs of the rehabilitation services.

CONDITIONS. Either the Company, the Insured Employee, or his or her Physician may first propose vocational rehabilitation.

When a Program is approved by the Company, the Policy's definition of "Disability" will be waived during the rehabilitation period; but it will be reapplied after the Program ends.

The Company will make the final determination of:

1. the Insured Employee's eligibility to take part in a Program;
2. the amount of any Vocational Rehabilitation Benefit; and
3. the amount and duration of any continued Long Term Disability benefit payments.

EFFECT ON POLICY BENEFITS. If the Company finds that the Insured Employee is employable after the Program ends; then Policy benefits will be reduced or terminated, based upon the Insured Employee's income potential.

Policy benefits may also be reduced or terminated for an Insured Employee who:

1. during the Own Occupation Period, refuses to take part in a Program designed to return the Insured Employee to work in his or her regular occupation, without Good Cause;
2. after the Own Occupation Period, refuses to take part in a Program designed to return the Insured Employee to work in his or her regular occupation or another occupation, without Good Cause; or
3. at any time during a period of Disability, receives a Vocational Rehabilitation Benefit and fails to complete the Program, without Good Cause.

"Good Cause" means the Insured Employee's documented physical or mental impairments, which render him or her unable to take part in or complete a Program. It can also mean the Insured Employee's involvement in:

1. a medical program which prevents or interferes with the Insured Employee's taking part in or completing a Program; or
2. some other vocational rehabilitation program which:
 - (a) conflicts with the Insured Employee's taking part in or completing a Program developed by the Company; and
 - (b) is reasonably expected to return him or her to work.

REASONABLE ACCOMMODATION BENEFIT

If an Insured Employee of the Employer is Disabled, and is receiving Policy benefits; then the Employer may be eligible for a Reasonable Accommodation Benefit. This Benefit reimburses the Employer for 50% of the expense incurred for reasonable accommodation services for the Insured Employee; but will not exceed:

1. a maximum benefit of \$5,000 for any one Insured Employee; or
2. the Company's expected liability for the Insured Employee's Long Term Disability claim (whichever is less).

Such services may include:

1. providing the Insured Employee a more accessible parking space or entrance;
2. removing barriers or hazards to the Insured Employee from the worksite;
3. special seating, furniture or equipment for the Insured Employee's work station;
4. providing special training materials or translation services during the Insured Employee's training; and
5. other services the Company deems reasonably necessary to help the Insured Employee return to work with the Employer.

ELIGIBILITY FOR BENEFIT. The Company will determine the Employer's eligibility to receive the Benefit. To qualify for the Benefit, the Employer must have an Insured Employee:

- (a) whose Disability prevents the performance of his or her regular occupation at the Employer's worksite;
- (b) who has the physical and mental abilities needed to perform his or her own or another occupation at the Employer's worksite; but only with the help of the proposed accommodation; and
- (c) who is reasonably expected to return to work with the help of the proposed accommodation.

The Company must also find that the requested Reasonable Accommodation Benefit is less than the expected liability for the Insured Employee's Long Term Disability claim.

WRITTEN PROPOSAL. The reasonable accommodation services must be provided in accord with a written proposal, which is developed with input from:

1. the Employer;
2. the Insured Employee; and
3. his or her Physician, when appropriate.

The proposal must state the purpose of the proposed accommodation; and the times, dates and costs of the services.

CONDITIONS. Either the Company, the Employer, the Insured Employee, or his or her Physician may first propose an accommodation.

The proposal must be approved by the Company in writing.

The Company will then reimburse the Employer, upon receipt of proof that the Employer:

1. has provided the services for the Insured Employee; and
2. has paid the provider for the services.

FAMILY INCOME BENEFIT

The Company will pay a lump sum benefit to the Eligible Survivor, when proof is received that an Insured Employee died:

1. after Disability had continued for 180 or more consecutive days; and
2. while receiving a Monthly Benefit.

The benefit will be equal to three times the Insured Employee's Last Monthly Benefit.

"Last Monthly Benefit" means the gross Monthly Benefit payable to the Insured Employee immediately prior to death. Any reductions for Other Income Benefits, or for earnings the Insured Employee received for Partial Disability Employment, will not apply.

"Eligible Survivor" means the Insured Employee's:

1. surviving spouse; or, if none
2. surviving children who are under age 25 on the Insured Employee's date of death.

If payment becomes due to the Insured Employee's children; then payment will be made to:

1. the surviving children, in equal shares; or
2. a person named by the Company to receive payments on the children's behalf.

This payment will be valid and effective against all claims by others representing, or claiming to represent, the children.

Three Month Survivor Benefit