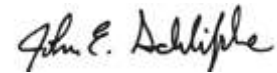


**GROUP INSURANCE CERTIFICATE
AND SUMMARY PLAN DESCRIPTION**

HOME OFFICE: 720 East Wisconsin Ave., Milwaukee WI 53202
GROUP INSURANCE ADMINISTRATION: PO Box 2177, Portland OR 97208

The Northwestern Mutual Life Insurance Company certifies that you will be insured under the Policy described below during the time, in the manner, and for the amounts provided in the Policy.



Chief Executive Officer

Revised 03/22

POLICY NUMBER	L700357
NAME OF POLICYOWNER	BayCare Clinic LLP
TYPE OF COVERAGE	Group Long Term Disability
POLICY EFFECTIVE DATE	November 1, 2014
POLICY ISSUED IN	the state of Wisconsin.

Important – Please Read This:

A Policy has been issued to the Policyowner. Your coverage under that Policy is shown in this Certificate. If your coverage is changed by an amendment to the Policy, the Company will provide the Policyowner with a revised Certificate or other notice to be given to you.

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate.

Please read this Certificate carefully. This Certificate has a Guide To Policy Provisions to help you find specific provisions.

The terms "you" and "your" refer to the insured Member. The term "the Company" refers to Northwestern Mutual Life. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear capitalized and in boldface type.

Note To Applicant Submitting Evidence Of Insurability: Important notice concerning statements in the enrollment form for your insurance. Please read the copy of the enrollment form attached to the notice or to your certificate or which has otherwise previously delivered to you by the Company or the group Policyholder. Omissions or misstatement in the enrollment form could cause an otherwise valid claim to be denied. Carefully check the enrollment form and write to the Company within 10 days if any information shown on the form is not correct and complete or if any requested medical history has not been included. The insurance coverage was issued on the basis that the answers to all questions and any other material information shown on the enrollment form are correct and complete.

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by writing to:

**Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873**

or you can call 1-800-236-8517 outside of Madison or 266-0103 in Madison, and request a complaint form.

Guide To Policy Provisions

SPECIFICATIONS.....	1
SECTION 1. BECOMING INSURED	6
1.1 INITIAL EFFECTIVE DATE	6
1.2 DELAYED EFFECTIVE DATE	6
1.3 ACTIVE WORK REQUIREMENT	6
1.4 REPLACEMENT COVERAGE.....	7
1.5 INCREASED INSURANCE	7
1.6 INCONTESTABILITY	7
SECTION 2. BENEFITS.....	7
2.1 INSURING CLAUSE	7
2.2 BENEFIT TERMS.....	8
2.3 DEFINITION OF DISABILITY	10
2.4 WORKING WHILE DISABLED.....	11
2.5 BENEFIT AMOUNTS	11
2.6 WAIVER OF PREMIUM.....	13
2.7 SURVIVOR BENEFIT.....	13
2.8 CONTINUATION OF BENEFITS	13
2.9 WHEN BENEFITS END.....	13
2.10 REHABILITATION BENEFIT.....	14
2.11 REASONABLE ACCOMODATION EXPENSE BENEFIT	14
2.12 ADDITIONAL BENEFITS FOR THE SEVERELY DISABLED	14
SECTION 3. BENEFIT PROVISIONS	18
3.1 OTHER INCOME	18
3.2 EXCEPTIONS TO OTHER INCOME.....	18
3.3 RULES FOR OTHER INCOME	19
3.4 TEMPORARY RECOVERY AND SEPARATE DISABILITIES	20
3.5 EXTENDED DISABILITY	20
3.6 MISSTATEMENT OF AGE	21
SECTION 4. CONTINUITY OF COVERAGE	21
SECTION 5. EXCLUSIONS AND LIMITATIONS	22
5.1 PREEXISTING CONDITION EXCLUSION	22
5.2 OTHER EXCLUSIONS	22
5.3 LIMITATIONS.....	22
SECTION 6. TERMINATION	23
6.1 WHEN INSURANCE ENDS	23
6.2 REINSTATEMENT OF INSURANCE	24
SECTION 7. CLAIMS.....	24
7.1 FILING A CLAIM.....	24
7.2 PROOF OF LOSS.....	24
7.3 DOCUMENTATION	24
7.4 TIME OF PAYMENT	25
7.5 PAYMENT OF CLAIM.....	25
7.6 INVESTIGATION OF CLAIM.....	25

7.7 NOTICE OF DECISION ON CLAIM.....	25
7.8 REVIEW PROCEDURE	26
7.9 TIME LIMITS ON LEGAL ACTIONS	27

Index Of Defined Terms

The page number shown below is where the term is defined. For terms defined by an entire section, the page number below is the page on which that section begins.

Active Work.....	7
Active Work Requirement	6
Actively At Work.....	7
Any Occupation Income Level	3
Any Occupation Period.....	3
Beginning Date	2, 8
Contributory.....	6
CPI-W	9
Disabled	10
Eligibility Waiting Period For Insurance	1
Employer.....	1
Evidence Of Insurability	6
Exclusion Period	5, 17
Hospital	23
Indexed Income Benefit.....	12
Indexed Predisability Earnings	9
Infectious Disease	11
Injury.....	9
Insurance Increase.....	22
Lifetime Security Benefit.....	4
Loss Of Earnings.....	12
LTD Benefit.....	4, 12
Material Duties.....	11
Maximum Benefit	2, 8
Maximum Benefit Period.....	2, 8
Medical Professional.....	11
Member	1
Mental Disorder	23
Minimum Benefit.....	2, 8
Noncontributory	6
Other Income	18
Own Occupation	11
Own Occupation Income Level	3
Own Occupation Period.....	3
Partial Disability	10
Physician Or Practitioner	9
Policy Effective Date	1
Policy Number	1
Policyowner	1
Predisability Earnings	3, 8
Preexisting Condition.....	5, 17, 22
Pregnancy.....	9
Prior Plan	7
Proof Of Loss.....	24
Proof Of Loss, for Assisted Living Benefit	16
Proof Of Loss, for Lifetime Security Benefit	16
Return To Work Benefit	12

Return To Work Incentive	4
Sickness	9
Substance Abuse or Dependency	23
Survivor Benefit.....	4, 13
Temporary Recovery	20
War.....	22
Work Earnings	12

SPECIFICATIONS

This section contains many of the features of your long term disability (LTD) insurance. Other provisions, including exclusions, limitations, and Other Income, appear in other sections. Please refer to the text of each section for full details. The **Guide To Policy Provisions** and **Index of Defined Terms** help locate sections and definitions.

GENERAL INFORMATION

Policy Number:	L700357
Policyowner:	BayCare Clinic LLP
Employer:	BayCare Clinic LLP
Policy Effective Date:	November 1, 2014
Policy Issued In:	Wisconsin

SECTION 1. BECOMING INSURED

To become insured you must:

- * Be a Member;
- * Complete your Eligibility Waiting Period For Insurance; and
- * Meet the other requirements in **Section 1. Becoming Insured.**

Definition of Member:

- * An active Partner/Physician or Physician of the Employer;
- * A citizen or resident of the United States or Canada; and
- * Regularly working 30 or more hours per week for the Employer.

You are not a Member if you are:

- * A temporary or seasonal employee; or
- * A full time member of the armed forces of any country.

Class I - Partner/Physicians.

Class II - All other Members.

**Eligibility Waiting
Period For Insurance:**

This is the period you must be a Member before you become eligible for insurance.

You meet the Eligibility Waiting Period For Insurance on the first day of the calendar month coinciding with or next following 30 consecutive days as a Member.

Class I - Your Eligibility Waiting Period For Insurance will be reduced by any continuous period as an employee of the Employer immediately prior to the date you became a Partner/Physician Member.

Class II – Not applicable.

Evidence Of Insurability:

Required for:

- * Late application for Contributory insurance;
- * Reinstatements if required; and
- * Members eligible but not insured under the Prior Plan.

Member Contributions:

Class I - Noncontributory. The Policyowner or Employer pays the entire premium for your insurance.

Class II - Contributory. You pay all or part of the premium for your insurance.

SECTION 2. BENEFITS

2.2 BENEFIT TERMS

Beginning Date: 181st day of Disability in the first 360 days after the date you become Disabled.

Maximum Benefit: 50% of your Predisability Earnings, not to exceed a monthly amount of \$15,000.

Minimum Benefit: \$100 or 10% of your Maximum Benefit, whichever is greater.

Maximum Benefit Period: Determined by your age when Disability begins, as follows:

Age	Maximum Benefit Period
61 or younger	to Social Security Normal Retirement Age (see table below)
62	3 years 6 months*
63	3 years*
64	2 years 6 months*
65	2 years
66	1 year 9 months
67	1 year 6 months
68	1 year 3 months
69 or older	1 year

* or to Social Security Normal Retirement Age, whichever is longer.

Your Social Security Normal Retirement Age is determined as follows:

Year of Birth	Retirement Age
1937 or earlier	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 through 1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
1960 or later	67

Predisability Earnings: Based on your last full day of Active Work.

Earnings Period for Commissions: The preceding 12 calendar months.

Earnings Period for Bonuses: The preceding 36 calendar months.

Earnings Period for Profit Distribution: The prior calendar year.

2.3 DEFINITION OF DISABILITY

Own Occupation Period: The entire Maximum Benefit Period.

Any Occupation Period: Not applicable.

Partial Disability: Covered.

Own Occupation
Income Level: 80% of your Indexed Predisability Earnings.

Any Occupation
Income Level: Not applicable.

Infectious Disease: Covered.

2.5 BENEFIT AMOUNTS

LTD Benefit:	Your Maximum Benefit minus your Other Income.
Return To Work Benefit:	
During the 12 months immediately after the date you first return to work while benefits are payable:	Your LTD Benefit minus the amount of your Work Earnings which, when added to your Maximum Benefit, exceeds 100% of your Indexed Predisability Earnings.
After those first 12 months, if you have Work Earnings, the Company will pay the greater of:	Your LTD Benefit minus one-half of your Work Earnings; or Your LTD Benefit multiplied by your Loss Of Earnings, divided by your Indexed Predisability Earnings.
Indexed Income Benefit:	
Maximum Rate:	3%
Maximum Adjusted Benefit:	\$25,000

2.7 SURVIVOR BENEFIT

Amount:	A lump sum equal to three times your Maximum Benefit.
Estate Payment:	Yes

2.12 ADDITIONAL BENEFITS FOR THE SEVERELY DISABLED

Lifetime Security Benefit:	Yes
Assisted Living Benefit Amount:	An additional 30% of the first \$16,667 of your Indexed Predisability Earnings unreduced by any Other Income (not used to reduce your LTD Benefit).

SECTION 3. BENEFIT PROVISIONS

3.1 OTHER INCOME

Social Security Offset:	Any amount you or your dependents receive or are eligible to receive because of your disability or retirement under the Federal Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or any similar plan or act is Other Income.
--------------------------------	--

Benefits your spouse or children receive or are eligible to receive because of your disability are Other Income regardless of status, custody, or place of residence.

**Sick Pay or Salary
Continuation Offset:**

None.

SECTION 5. EXCLUSIONS AND LIMITATIONS

5.1 PREEXISTING CONDITION EXCLUSION

**Preexisting Condition
Period:**

The 90-day period just before the date your insurance becomes effective.

Exclusion Period:

The first 12 months you are insured.

5.2 OTHER EXCLUSIONS

- * Intentionally self-inflicted injury; and
- * War.

5.3 LIMITATIONS

- * Mental Disorder And Substance Abuse Or Dependency; and
- * Care of A Physician Or Practitioner.

SECTION 6. TERMINATION

6.1 WHEN INSURANCE ENDS

**Leave of Absence
Period:**

Insurance is continued while on a leave of absence scheduled to last 30 days or less.

SECTION 1. BECOMING INSURED

1.1 INITIAL EFFECTIVE DATE

You are eligible for insurance if you are a Member who has completed the Eligibility Waiting Period For Insurance shown in the **Specifications**. Subject to the Active Work Requirement, your insurance will become effective as determined in this section. Additionally, to become insured for Contributory insurance you must also apply in writing and agree to pay premiums. The **Specifications** states whether your insurance is Contributory or Noncontributory.

Evidence Of Insurability Not Required. Insurance not subject to Evidence Of Insurability will become effective on:

- * The date you meet the Eligibility Waiting Period For Insurance, if insurance is Noncontributory;
- * The date you meet the Eligibility Waiting Period For Insurance, if insurance is Contributory and you apply on or before that date; or
- * The date you apply, if insurance is Contributory and you apply within 31 days after the date you meet the Eligibility Waiting Period For Insurance.

Late Application. Evidence Of Insurability is required if you apply for Contributory insurance more than 31 days after the date you meet the Eligibility Waiting Period For Insurance.

Evidence Of Insurability Required. Insurance subject to Evidence Of Insurability will become effective on the date the Company approves your Evidence Of Insurability.

Evidence Of Insurability. When required you must:

- * Complete the forms required by the Company;
- * Sign the forms which allow the Company to obtain information about you;
- * Provide, at your expense, other information the Company may reasonably require for determining your insurability; and
- * Undergo a physical examination, if required by the Company.

1.2 DELAYED EFFECTIVE DATE

If you do not meet the Active Work Requirement, the effective date of your insurance is delayed. Delayed insurance becomes effective on the day after you complete one full day of Active Work.

1.3 ACTIVE WORK REQUIREMENT

The Active Work Requirement is met if you are a Member who is Actively At Work on the day before the scheduled effective date of your insurance. It is also met if you:

- * Are capable of Active Work on that day, but are absent due to vacation, holiday, or scheduled day off; and
- * Were Actively At Work on the last scheduled work day before the absence.

Actively At Work and Active Work. This means you are performing the Material Duties of your Own Occupation at your Employer's usual place(s) of business.

1.4 REPLACEMENT COVERAGE

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Policy, you do not have to meet the Eligibility Waiting Period For Insurance shown in the **Specifications**.

If your insurance is Contributory and you were eligible for insurance under the Prior Plan for more than 31 days but were not insured, you must provide satisfactory Evidence Of Insurability to become insured under the Policy.

Prior Plan. This means your Employer's group long term disability insurance plan in effect on the day before the effective date of your Employer's coverage under the Policy and which is replaced by the Policy.

1.5 INCREASED INSURANCE

An increase in your insurance does not become effective until you meet the Active Work Requirement. However, if you meet the Active Work Requirement while Disabled or during a period of Temporary Recovery, you will not qualify for any increase in insurance.

1.6 INCONTESTABILITY

When Evidence Of Insurability is required, the Company relies on the information provided. Any statement you make to obtain insurance is a representation and not a warranty. The Company may contest the validity of your insurance or reduce or deny a claim if:

- * The information you provide contains a misrepresentation;
- * Your insurance would not have been approved if the Company had known the truth; and
- * The Company has given you a copy of the written instrument signed by you which contains the misrepresentation.

After your insurance has been in effect for two years, the Company will not use a misrepresentation to contest its validity or reduce or deny your claim for a Disability that begins after the two year period, unless the misrepresentation was fraudulent.

SECTION 2. BENEFITS

2.1 INSURING CLAUSE

Benefits become payable for your Disability only if:

- * You become Disabled while insured under the Policy;
- * You are under the ongoing care of a Physician Or Practitioner;
- * Your Disability results from an Injury, Sickness, or Pregnancy;
- * You give the Company satisfactory Proof Of Loss within 90 days after the Beginning Date ;

- * Your Disability is not excluded under **Section 5. Exclusions And Limitations**; and
- * You meet all other terms of the Policy.

2.2 BENEFIT TERMS

Beginning Date. This is the date on which benefits begin to accrue after you become Disabled. Benefits are not payable for the time you are Disabled before the Beginning Date. See **Specifications**.

Maximum Benefit. Your Maximum Benefit is shown in the **Specifications**.

Minimum Benefit. Your Minimum Benefit is shown in the **Specifications**.

Maximum Benefit Period. This is the longest period for which benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins on the Beginning Date. No benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled; unless LTD Benefits are continued by the Lifetime Security Benefit. See **Specifications** and **Lifetime Security Benefit**.

Predisability Earnings. Your Predisability Earnings for each uninterrupted period of Disability will be the Predisability Earnings in effect on the date shown in the **Specifications**. Any change in your earnings after that date will not affect your Predisability Earnings.

Sole Proprietors, Owner-Employees, Partners, and S-Corporation Shareholders. Predisability Earnings means your average monthly compensation from your Employer during the Employer's prior tax year. Your average monthly compensation is determined by adding the following amounts as reported on Schedule C, Schedule K-1, Form W-2, or S-Corporation federal income tax return, and dividing by 12:

- * Your net profit (loss) from business;
- * Your ordinary income (loss) from trade or business activity(ies);
- * Your guaranteed payments, if you are a partner; and
- * Your compensation (as an officer), salary, and wages, if you are an S-corporation shareholder.

If you were not a sole proprietor, owner-employee, partner, or shareholder of the Employer during the entire prior tax year, your Predisability Earnings will be your average monthly compensation for your period as a sole proprietor, owner-employee, partner, or shareholder.

All Other Members. Predisability Earnings means your monthly rate of earnings from your Employer, including:

- * Bonuses averaged over the Earnings Period shown in the **Specifications** or over the period of your employment if less than the Earnings Period;
- * Commissions averaged over the Earnings Period shown in the **Specifications** or over the period of your employment if less than the Earnings Period;
- * Profit Distribution averaged over the Earnings Period shown in the **Specifications** or over the period of your employment if less than the Earnings Period; and
- * Shift differential pay.

Predisability Earnings does not include:

- * Overtime pay; and
- * Any other extra compensation.

If you are paid on an annual contract basis, your monthly rate of earnings is one-twelfth (1/12th) of your annual contract salary.

If you are paid hourly, your monthly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, but not more than 173 hours. If you do not have regular work hours, your monthly rate of earnings is based on the average number of hours you worked per month during the preceding 12 calendar months (or during your period of employment if less than 12 months , but not more than 173 hours.

All Members. Predisability Earnings includes contributions you make through a salary reduction agreement with your Employer to:

- * An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), or 457 deferred compensation arrangement;
- * An executive, nonqualified deferred compensation arrangement; or
- * An IRC Section 125 plan.

Predisability Earnings does not include your Employer's contributions on your behalf to any deferred compensation arrangement, pension plan, or benefit plan.

CPI-W. This is the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the CPI-W is discontinued or changed, the Company may use a comparable index. Where required, the Company will obtain prior state approval of the new index.

Indexed Predisability Earnings. This is your Predisability Earnings adjusted by the rate of increase in the CPI-W. During your first year of Disability, your Indexed Predisability Earnings are the same as your Predisability Earnings. Thereafter, your Indexed Predisability Earnings are determined on each anniversary of your Disability by increasing the previous year's Indexed Predisability Earnings by the rate of increase in the CPI-W for the prior calendar year. Your Indexed Predisability Earnings will not decrease, even if the CPI-W decreases.

Injury. This is an injury to your body.

Physician Or Practitioner. This is a licensed medical professional, other than yourself, diagnosing and treating you within the scope of the license. If Disability is primarily due to any Mental Disorder, Physician or Practitioner means a psychiatrist or licensed doctoral level psychologist, other than yourself.

Pregnancy. This is your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Sickness. This is your sickness, illness, or disease.

2.3 DEFINITION OF DISABILITY

You are Disabled if you meet one of the following definitions during the period it applies:

- * Own Occupation Definition of Disability;
- * Any Occupation Definition of Disability;
- * Partial Disability Definition; or
- * Infectious Disease Definition of Disability.

Own Occupation Definition Of Disability.

During the period preceding your Beginning Date and during the Own Occupation Period you are required to be Disabled only from your Own Occupation.

You are Disabled from your Own Occupation if, as a result of Sickness, Injury, or Pregnancy, you are unable to perform with reasonable continuity the Material Duties of your Own Occupation.

You may meet the Own Occupation Definition of Disability while working in another occupation.

However, if your Own Occupation is medical doctor, during the period preceding your Beginning Date and throughout the first 24 months of the Own Occupation Period, the Company will consider your Own Occupation to be the medical specialty or sub-specialty recognized by the American Board of Medical Specialties, provided you have earned at least 60% of your gross professional service fee income in your specialty or sub-specialty during the 24 months immediately before you become Disabled. If the sub-specialty in which you are practicing is not recognized by the American Board of Medical Specialties, you will be considered practicing in the general specialty category.

Any Occupation Definition Of Disability.

During the Any Occupation Period you are required to be Disabled from all occupations.

You are Disabled from all occupations if, as a result of Sickness, Injury, or Pregnancy, you are unable to perform with reasonable continuity the Material Duties of any gainful occupation for which you are reasonably fitted by education, training, and experience.

Partial Disability Definition.

During the period preceding your Beginning Date and during the Own Occupation Period, you are Partially Disabled if you are working in your Own Occupation but, as a result of Sickness, Injury, or Pregnancy, you are unable to earn more than the Own Occupation Income Level.

During the Any Occupation Period, you are Partially Disabled if you are working in an occupation but, as a result of Sickness, Injury, or Pregnancy, you are unable to earn more than the Any Occupation Income Level in that occupation and in all other occupations for which you are reasonably suited under the Any Occupation Definition of Disability.

Your Any Occupation Period, Any Occupation Income Level, Own Occupation Period, and Own Occupation Income Level are shown in the **Specifications**.

Infectious Disease Definition Of Disability.

During the period preceding your Beginning Date and during the Own Occupation Period, you are considered Disabled if you are a Medical Professional, have an Infectious Disease, are not Disabled as a result of any other Sickness, Injury, Pregnancy or Mental Disorder, and:

- * Your right to perform the usual duties you perform in the job you are regularly performing for your Employer is restricted by:
 - (1) your state licensing board;
 - (2) a governing body other than the state licensing board;
 - (3) an authority that grants hospital privileges;
 - (4) the Employer; and
- * You are unable to earn more than 80% of your Indexed Predisability Earnings because of disclosure or compliance with regulations requiring disclosure of an Infectious Disease.

Medical Professional. This is a Medical Doctor (M.D.)/Doctor of Dental Surgery (D.D.S.)/Doctor of Medical Dentistry (D.M.D.) licensed under state law and practicing within the scope of the license.

Infectious Disease. This means you are infected with a disease categorized as communicable by the United States Centers for Disease Control which is potentially threatening to the well being of your patients with whom you come into contact.

The Infectious Disease must not present any physical or mental symptoms that cause you to be otherwise Disabled.

Infection with an Infectious Disease must be proven by a test licensed by the United States Food and Drug Administration and administered by standards established by the United States Centers for Disease Control. Any diagnostic test for an Infectious Disease must not be self administered.

Own Occupation. This is any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as your regular and ordinary employment with your Employer. Your Own Occupation is not limited to your specific job with your Employer or to your specific area of specialization, interest or expertise within the general occupation.

Material Duties. These are the essential tasks, functions and operations and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation.

2.4 WORKING WHILE DISABLED

You may accrue days toward the Beginning Date while working if you are Disabled.

During the Maximum Benefit Period benefits are payable while you are working if you are Disabled. However, your Work Earnings will be used to reduce your benefit as shown in **Section 2.5 Benefit Amounts**.

2.5 BENEFIT AMOUNTS

The benefit payable during your Disability will be one of the benefits described in this section, subject to the Maximum Benefit and Minimum Benefit shown in the **Specifications**.

LTD Benefit. The LTD Benefit will be paid if you do not have Work Earnings. Your LTD Benefit is shown in the **Specifications**.

Return To Work Benefit. The Return To Work Benefit will be paid in place of your LTD Benefit, if you are working while Disabled. Your Return To Work Benefit equals the amount determined below.

Amount of Return To Work Benefit:

- * During the 12 months immediately after the date you first return to work while benefits are payable, your Return To Work Benefit equals your LTD Benefit minus the amount of your Work Earnings which, when added to your Maximum Benefit, exceeds 100% of your Indexed Predisability Earnings.

After those first 12 months, if you have Work Earnings, the Company will pay the greater of:

- * your LTD Benefit minus one-half of your Work Earnings; or
- * your LTD Benefit, multiplied by your Loss Of Earnings, divided by your Indexed Predisability Earnings. Thus, the Return To Work Benefit is determined as follows:

$$\frac{\text{LTD Benefit} \times \text{Loss Of Earnings}}{\text{Indexed Predisability Earnings}} = \text{Return To Work Benefit}$$

Loss Of Earnings. This means your Indexed Predisability Earnings minus your Work Earnings.

Work Earnings. This is your gross monthly earnings from work you perform while Disabled, including earnings from your Employer; any other employer, or self-employment for which you become employed after the date of your Disability. Work Earnings includes any increases, except regularly scheduled increases, in earnings from employment from any other employer or self-employment in which you were engaged prior to the date of your Disability. Your earnings will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than monthly, the Company will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, the Company will use a reasonable one.

Benefit Amount For Partial Month. When a Disability lasts for a part of a month, an amount equal to the benefit otherwise payable, divided by the number of days in the month, is payable for each day you are Disabled.

Indexed Income Benefit. After the first 12 months of your Disability, the Company will adjust the benefit otherwise payable to you based on increases in the CPI-W, subject to the limits described below.

Beginning on the first anniversary of the start of your Disability, the benefit otherwise payable for that month will be increased by multiplying it by the Indexing Factor. The Indexing Factor is:

- * The CPI-W for the current year of your Disability; divided by
- * The CPI-W for the year your Disability started.

For purposes of the Indexed Income Benefit adjustment, the CPI-W is the CPI-W for the fourth month before the start of your Disability or the anniversary of the start of your Disability, whichever is applicable.

Protection Against Decreases. Your indexed benefit will not decrease, even if the CPI-W decreases. In such case, the Indexing Factor used for the prior year will be used for the current year.

Limits On Indexed Income Benefit. The largest Indexed Income Benefit adjustment for each month will be the benefit otherwise payable for that month increased at the Maximum Rate shown in the **Specifications**, compounded annually for each full period of uninterrupted Disability. However, the benefit payable after adjustment by the Indexing Factor can never exceed the Maximum Adjusted Benefit shown in the **Specifications**.

Separate Disability. For each separate Disability the Indexing Factor begins at one.

2.6 WAIVER OF PREMIUM

The Company will waive premiums for your insurance while benefits are payable to you.

2.7 SURVIVOR BENEFIT

If you die while benefits are payable, a Survivor Benefit is payable. The amount of the Survivor Benefit is shown in the **Specifications**. The Survivor Benefit will first be applied to reduce any overpayment of your claim. The Company will pay the remaining Survivor Benefit, if any, to its choice of one or more of the following:

- * Your spouse;
- * Your children;
- * Any person providing care and support for any of them; or
- * Your estate.

2.8 CONTINUATION OF BENEFITS

Your right to receive benefits for a period of Disability which begins while you are insured will not be affected by:

- * Termination of the Policy after you become Disabled;
- * Termination of your insurance while the Policy remains in force; or
- * Any amendment to the Policy approved after the date you become Disabled.

2.9 WHEN BENEFITS END

Your benefits end automatically on the earliest of:

- * The date you are no longer Disabled;
- * The date you die;
- * The date benefits become payable under any other group LTD insurance policy under which you become insured during a period of Temporary Recovery; and
- * The date your Maximum Benefit Period ends unless LTD Benefits are continued by the Lifetime Security Benefit. See **Lifetime Security Benefit**.
- * With respect to an Infectious Disease Disability, the date the Infectious Disease no longer presents a reasonable risk of transmission to patients.

2.10 REHABILITATION BENEFIT

At your request, the Company will consider joining in a program to rehabilitate you. The Company's role in the program will be determined by written agreement with you. Benefits will continue during the program under the terms of the agreement.

2.11 REASONABLE ACCOMMODATION EXPENSE BENEFIT

At the Employer's request, a Reasonable Accommodation Expense Benefit may be payable to the Employer, if you return to work in any occupation for your Employer as a result of a reasonable accommodation made by your Employer. A Reasonable Accommodation Expense Benefit, in an amount determined by us, will be payable to your Employer only if the reasonable accommodation is approved by us in writing.

2.12 ADDITIONAL BENEFITS FOR THE SEVERELY DISABLED

Lifetime Security Benefit. If you meet the requirements below on the date your Maximum Benefit Period ends, LTD Benefits will be payable beyond the end of your Maximum Benefit Period.

Requirements For Lifetime Security Benefit:

- * Benefits are scheduled to end solely because your Maximum Benefit Period is ending.
- * You are Disabled and in addition:
 - (1) You are unable to safely and completely perform two or more Activities Of Daily Living without Hands-on Assistance or Standby Assistance due to loss of functional capacity as a result of Sickness or Injury; or
 - (2) You require Substantial Supervision for your health or safety due to Severe Cognitive Impairment as a result of Sickness or Injury.

The condition in (1) or (2) above is expected to last 90 days or more as certified by a Physician Or Practitioner in the appropriate specialty as determined by the Company.

Effect Of Lifetime Security Benefit On Other Provisions Of The Group Policy

If your LTD Benefits are continued beyond the end of the Maximum Benefit Period by the Lifetime Security Benefit, the following will apply:

- * Your Other Income will not include any disability or retirement benefits that first become payable after the end of the Maximum Benefit Period except for those benefits that are reasonably considered by us to be a replacement for an item of Other Income that you received before the end of the Maximum Benefit Period.
- * Your LTD Benefits will no longer be increased by the Indexing Factor.

Except as provided above, the terms of the Policy will continue to apply to your Disability as before.

When LTD Benefits End Under The Lifetime Security Benefit. LTD Benefits continued by the Lifetime Security Benefit will end automatically on the earlier of:

- * The date you no longer meet the requirements listed above.

- * The date LTD Benefits end under the terms of the Policy for any reason other than reaching the end of the Maximum Benefit Period.

Assisted Living Benefit. If you meet the requirements below, you will be paid Assisted Living Benefits according to the terms of the Policy after the Company receives satisfactory Proof Of Loss.

Requirements for Member Assisted Living Benefit:

- * You are Disabled and LTD Benefits are payable to you.
- * While you are Disabled:
 - (1) You, due to loss of functional capacity as a result of Sickness or Injury, become unable to safely and completely perform two or more Activities Of Daily Living without Hands-on Assistance or Standby Assistance; or
 - (2) You require Substantial Supervision for your health or safety or the safety of others due to Severe Cognitive Impairment as a result of Sickness or Injury.
- * The condition in (1) or (2) above is expected to last 90 days or more as certified by a Physician Or Practitioner in the appropriate specialty as determined by the Company.

Amount Of The Assisted Living Benefit. The Assisted Living Benefit amount is shown in the **Specifications**.

Becoming Insured For Assisted Living Benefits. You are eligible for Assisted Living Benefit coverage if you are insured for LTD insurance.

Effective Date of Assisted Living Benefit Coverage. Subject to the **Active Work Requirement**, your Assisted Living Benefit coverage becomes effective as follows:

- * Assisted Living Benefit coverage subject to Evidence Of Insurability becomes effective on the first day of the calendar month coinciding with or next following the date the Company approves your Evidence Of Insurability, but not before the date your LTD insurance becomes effective.
- * Assisted Living Benefit Coverage Not Subject To Evidence Of Insurability. The **Specifications** state whether Assisted Living Benefit coverage is Contributory or Noncontributory.
- * Noncontributory coverage not subject to Evidence Of Insurability becomes effective on the date your LTD insurance becomes effective.
- * You must apply in writing for Contributory coverage and agree to pay premiums. Contributory coverage not subject to Evidence Of Insurability becomes effective on the latest of:
 - (1) The date your LTD insurance becomes effective if you apply on or before that date.
 - (2) The date you apply if you apply within 31 days after you become eligible.

Late application: Evidence Of Insurability is required if you apply more than 31 days after you become eligible.

Payment Of Assisted Living Benefits. The Company will pay Assisted Living Benefits within 30 days after Proof Of Loss is satisfied. Your Assisted Living Benefits will be paid to you at the same time LTD Benefits are payable. If you lack legal capacity, Assisted Living Benefits will be paid at the Company's option to your legal representative.

When Assisted Living Benefits End. Your Assisted Living Benefits end automatically on the earliest of:

- * The date you no longer meet the Assisted Living Benefits requirements.
- * The date your LTD Benefits end.

Waiver of Premium for Assisted Living Benefit. Payment of premium for Assisted Living Benefit coverage is waived while LTD Benefits are payable.

When Assisted Living Benefit Coverage Ends. Your Assisted Living Benefit coverage ends automatically on the earliest of:

- * The date your LTD insurance ends.
- * The date the last period ends for which a premium contribution was made for Assisted Living Benefit coverage.
- * The date the Policy terminates or your Employer's coverage under the Policy terminates.
- * The date Assisted Living Benefit coverage terminates under the Policy.

Assisted Living Benefits After Insurance Ends Or Is Changed. The right to receive Assisted Living Benefits will not be affected by the occurrence of an event described in item below that becomes effective after you become Disabled.

- * Termination or amendment of the Policy or your Employer's coverage under the Policy.
- * Termination of Assisted Living Benefit coverage for you while the Policy or your Employer's coverage under the Policy remains in force.

Time Limits On Filing Proof Of Loss. Proof Of Loss for the Lifetime Security Benefit must be provided within 90 days after the date the Maximum Benefit Period ends. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

Proof Of Loss for the Assisted Living Benefit must be provided within 90 days after the date the inability to perform Activities Of Daily Living or the Severe Cognitive Impairment begins. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the claimant lacks legal capacity.

Assisted Living Benefit And Lifetime Security Benefit Exclusions and Limitations.

No Assisted Living Benefit will be paid and LTD Benefits will not be continued by the Lifetime Security Benefit for any period when you are confined for any reason in a penal or correctional institution.

No Assisted Living Benefit will be paid and LTD Benefits will not be continued by the Lifetime Security Benefit if the inability to perform Activities Of Daily Living or the Severe Cognitive Impairment is caused or contributed to by:

- * War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
- * Any intentionally self-inflicted Injury, while sane or insane.
- * Substance Abuse or Dependency. This includes drug abuse, alcohol abuse or chemical dependency.
- * A Mental Disorder.
- * Committing or attempting to commit an assault or felony, or active participation in a violent disorder or riot. (Active participation does not include being at the scene of a violent disorder or riot while performing official duties.)
- * A Preexisting Condition. For the purposes of the Assisted Living Benefit and Lifetime Security Benefit, Preexisting Condition means a mental or physical condition for which you have consulted a Physician Or Practitioner, received medical treatment or services, or taken prescribed drugs or medications at any time during the 90 days just before your Assisted Living Benefit and Lifetime Security Benefit are effective.

Exclusion Period. This exclusion will not apply after the Assisted Living Benefit and Lifetime Security Benefit coverages have been continuously in effect for a period of 12 months, if after that period you have been Actively At Work for at least one full day.

Definitions for Assisted Living Benefit and Lifetime Security Benefit.

Activities Of Daily Living. This means Ambulating, Bathing, Continence, Dressing, Eating, Toileting, or Transferring.

Ambulating. Ambulating means walking or moving around inside or outside the home regardless of the use of a cane, crutches, or braces.

Bathing. This means washing oneself, whether in the tub or shower or by sponge bath, with or without the help of adaptive devices.

Continence. This means voluntarily controlling bowel and bladder function, or, if incontinent, maintaining a reasonable level of personal hygiene.

Dressing. This means putting on and removing all items of clothing, footwear, and medically necessary braces and artificial limbs.

Eating. This means getting food and fluid into the body, whether manually, intravenously, or by feeding tube.

Toileting. This means getting to and from and on and off the toilet, and performing related personal hygiene.

Transferring. This means moving into or out of a bed, chair or wheelchair, with or without adaptive devices.

Hands-on Assistance. This means the physical assistance of another person without which the insured would be unable to perform the Activities Of Daily Living.

Standby Assistance. This means the presence of another person within arm's reach of the insured that is necessary to prevent, by physical intervention, injury to the insured while the insured is performing the Activities Of Daily Living (such as being ready to catch the insured if the insured falls while getting into or out of the bathtub or shower as part of Bathing, or being ready to remove food from the insured's throat if the insured chokes while Eating).

Severe Cognitive Impairment. This is a loss or deterioration in intellectual capacity that is (a) comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia, and (b) is measured by clinical evidence and standardized tests approved by us that reliably measure impairment in (i) short-term or long-term memory, (ii) orientation as to people, places, or time, and (iii) deductive or abstract reasoning. Severe Cognitive Impairment does not include loss or deterioration as a result of a Mental Disorder.

Substantial Supervision. This means continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect the insured from threats to the insured's health or safety (such as may result from wandering).

SECTION 3. BENEFIT PROVISIONS

3.1 OTHER INCOME

Other Income. The amounts below are Other Income unless shown in **Section 3.2 Exceptions To Other Income**:

- * Any amount you receive or are eligible to receive as a result of your disability from:
 - (1) Any workers' compensation act or similar law including amounts for partial or total disability, whether permanent, temporary, or vocational;
 - (2) Any state disability income benefit law or similar law; and
 - (3) Any group insurance coverage.
- * Any amount you receive or are eligible to receive from your Employer's retirement plan due to disability or retirement;
- * The Social Security Offset shown in the **Specifications**;
- * The Sick Pay or Salary Continuation Offset shown in the **Specifications**; and
- * Any amount you receive or are eligible to receive due to compromise, settlement, or other method as a result of a claim for Other Income, whether disputed or undisputed.

3.2 EXCEPTIONS TO OTHER INCOME

Other Income does not include:

- * Cost of living increases in Other Income which become effective while you are Disabled and while you are eligible for that Other Income.
- * Reimbursement for hospital, medical, or surgical expense.

- * Reasonable attorneys fees incurred in connection with a claim for Other Income.
- * Benefits paid under:
 - (1) Any individual disability insurance policy;
 - (2) Any group credit or group mortgage disability insurance policy;
 - (3) Any group insurance available through your professional association; and
 - (4) California Workers' Compensation benefits for permanent total or permanent partial disabilities.
- * Early retirement benefits under the Federal Social Security Act which are not actually received.
- * The following amounts under your Employer's retirement plan:
 - (1) A lump sum distribution of your entire interest in the plan;
 - (2) Any amount which is attributable to your contributions to the plan; or
 - (3) Any amount you could have received upon termination of employment without being disabled or retired.
- * Benefits from a:
 - (1) Profit sharing plan;
 - (2) Thrift or savings plan;
 - (3) Deferred compensation plan;
 - (4) Plan under IRC Section 401(k), 408(k), or 457;
 - (5) Individual Retirement Account (IRA);
 - (6) Tax Sheltered Annuity (TSA) under IRC Section 403(b);
 - (7) Stock ownership plan;
 - (8) Keogh (HR-10) plan; or
 - (9) A retirement plan under a professional service corporation with respect to principals.

3.3 RULES FOR OTHER INCOME

Monthly Equivalents. Each month the Company will determine your benefit using the Other Income attributable to the same monthly period, even if you actually receive the Other Income in another month.

If you are paid Other Income in a lump sum or by a method other than monthly, the Company will determine your benefit using a prorated amount. The Company will use the period of time to which the Other Income applies. If no period of time is stated, the Company will use a reasonable one.

Your Duty To Pursue Other Income. You must pursue Other Income for which you may be eligible. The Company may ask for written documentation of your pursuit of Other Income. You must provide

satisfactory documentation within 60 days after the Company mails you a request. Otherwise, the Company may reduce your benefits by the amount the Company estimates you would be eligible to receive upon proper pursuit of the Other Income. You must notify the Company of the amount of the Other Income when it is approved.

Overpayment Of Claim. You must immediately repay the Company any overpayment of your claim. The Company will notify you of the amount of any overpayment of your claim under any group disability insurance policy issued by the Company. You will not receive any benefits until the Company has been repaid in full. In the meantime, any benefits paid, including the Minimum Benefit, will be applied to reduce the amount of the overpayment. The Company may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after the Company first mails you notice of the amount of the overpayment.

3.4 TEMPORARY RECOVERY AND SEPARATE DISABILITIES

You may temporarily recover from your Disability, and then become Disabled again from the same cause or causes, without having to start accruing days toward a new Beginning Date.

Temporary Recovery. This means you cease to be Disabled for no more than the following allowable periods:

Allowable Periods.

- * Before the Beginning Date: 180 days.
- * During the Maximum Benefit Period: 180 days for each period of recovery.

Effect Of Your Temporary Recovery.

- * The Predisability Earnings used to determine your benefit will not change.
- * The period of Temporary Recovery will not count toward your Beginning Date, Own Occupation Period, or Maximum Benefit Period.
- * No benefits will be payable for the period of Temporary Recovery.
- * No benefits will be payable after benefits become payable to you under any other group long term disability insurance policy under which you become insured during your period of Temporary Recovery.
- * Except as stated above, the provisions of the Policy will be applied as if there had been no interruption of your Disability.

Separate Disabilities. Each time you cease to be Disabled for more than the allowable period, a new Beginning Date, Own Occupation Period, and Maximum Benefit Period apply.

3.5 EXTENDED DISABILITY

If a period of Disability is extended by a new cause while benefits are payable, benefits will continue while you remain Disabled. However:

- * Benefits will not continue beyond the end of the original Maximum Benefit Period unless LTD Benefits are continued by the Lifetime Security Benefit. See **Lifetime Security Benefit**; and

- * **Section 5. Exclusions And Limitations** will apply to the new cause of Disability.

3.6 MISSTATEMENT OF AGE

If a person's age has been misstated, the Company will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

- * The amount of insurance based on the correct age; and
- * The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

SECTION 4. CONTINUITY OF COVERAGE

The Continuity of Coverage provision changes other provisions found in the Policy.

Waiver Of Active Work Requirement. If you were insured under the Prior Plan on the day before the effective date of your Employer's insurance under the Policy, you can become insured on the effective date of your Employer's insurance without meeting the Active Work Requirement.

The benefit payable for a period of continuous Disability beginning before you meet the Active Work Requirement will be:

- * The monthly benefit which would have been payable under the terms of the Prior Plan if it had remained in force; reduced by
- * Any benefits payable under the Prior Plan.

There is no Minimum Benefit if there is a reduction because of benefits payable under the Prior Plan.

Waiver Of Preexisting Conditions. If your Disability is subject to the Preexisting Condition Exclusion, benefits will still be payable if:

- * You were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Policy;
- * You became insured under the Policy when your insurance under the Prior Plan ceased;
- * You were continuously insured under the Policy from the effective date of your insurance under the Policy through the date you became Disabled from the Preexisting Condition; and
- * Benefits would have been payable under the Prior Plan if it had remained in force, taking into account the preexisting condition exclusion, if any, of the Prior Plan.

Payment of your benefit will be under the terms of the Prior Plan or the Policy, whichever pays less.

SECTION 5. EXCLUSIONS AND LIMITATIONS

5.1 PREEXISTING CONDITION EXCLUSION

You are not covered for a Disability caused or contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless, on the date you become Disabled:

- * You have been continuously insured under the Policy for the entire Exclusion Period shown in the **Specifications**; and
- * You have been Actively At Work for at least one full day after the end of the Exclusion Period.

With respect to an Insurance Increase, you are not covered for a Disability caused or contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless, on the date you become Disabled:

- * You have been continuously insured for the Insurance Increase for the entire Exclusion Period shown in the **Specifications**; and
- * You have been Actively At Work for at least one full day after the end of the Exclusion Period.

Preexisting Condition. This is a mental or physical condition for which you have consulted a Physician Or Practitioner, received medical treatment or services, or taken prescribed drugs or medications at any time during the Preexisting Condition Period shown in the **Specifications**.

Insurance Increase. This is an increase in the amount of your benefit, an increase in your Maximum Benefit Period, a decrease in the length of the period before your Beginning Date, or the addition of or increase in any other benefit caused by a change in the provisions of the Policy selected by your Employer.

5.2 OTHER EXCLUSIONS

You are not covered for a Disability:

- * Caused or contributed to by intentionally self-inflicted injury, while sane or insane; or
- * Caused or contributed to by War or any act of War.

War. This is declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

5.3 LIMITATIONS

Mental Disorder And Substance Abuse or Dependency. Benefits will not be provided for more than 24 monthly benefit periods in total for your lifetime for all Disabilities or losses primarily due to any Mental Disorder, or Substance Abuse Or Dependency. This limitation will not apply if at the end of 24 months of benefits, you are confined in a hospital and are continuously confined thereafter. For purposes of this limitation:

Mental Disorder. This is any disease, condition or disorder, whether organic or inorganic, customarily within the scope of treatment of psychiatrists, psychologists, psychotherapists or counselors. This includes, but is not limited to:

- * psychosis, psychoneurosis, anxiety and depression; and
- * behavioral, adjustment, emotional, personality and stress-related disorders.

Substance Abuse or Dependency. This includes drug abuse, alcohol abuse or chemical dependency.

Hospital. This means a legally operated facility identified as a hospital and providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. "Hospital" does not include rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care.

Care Of A Physician Or Practitioner. You must be under the ongoing care of a Physician Or Practitioner. No benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician Or Practitioner.

SECTION 6. TERMINATION

6.1 WHEN INSURANCE ENDS

Your insurance ends automatically on the earliest of:

- * The date the last period ends for which you made a premium contribution, if your insurance is Contributory;
- * The date the Policy terminates;
- * The date your employment terminates; and
- * The date you cease to be a Member. However, if you cease to be a Member because you are not working the required minimum number of hours, your insurance will be continued during the following periods, unless it ends on one of the dates shown above:
 - (1) While you are receiving from your Employer at least the amount of Predisability Earnings in effect immediately before you ceased to be a Member;
 - (2) While you are Disabled before the Beginning Date and while benefits are payable;
 - (3) During a leave of absence if continuation of your insurance under the Policy is required by the state mandated family or medical leave act or law; or
 - (4) During any other leave of absence approved by your Employer in advance and in writing and scheduled to last the period shown in the **Specifications**.

6.2 REINSTATEMENT OF INSURANCE

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

- * If your insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period For Insurance will be waived;
- * If your insurance is Contributory and ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again;
- * If your insurance ends because you are on a federal or state mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state mandated family or medical leave act or law; and
- * The Preexisting Condition Exclusion will be applied as if there had been no break in your insurance in the following instances:
 - (1) If you become insured again within 90 days.
 - (2) If required by a federal or state mandated family or medical leave act or law and you become insured again immediately following the period allowed under the family or medical leave act or law.

SECTION 7. CLAIMS

7.1 FILING A CLAIM

Claims should be filed on the Company's forms. If you do not receive the Company's forms within 15 days after you ask for them, you may submit your claim in a letter to the Company. The letter should include the date your disability began, and the cause and nature of your disability.

7.2 PROOF OF LOSS

You must give the Company satisfactory Proof Of Loss within 90 days after the Beginning Date. If you cannot do so, you must give it to the Company as soon as reasonably possible, but not later than one year after that 90 day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

Proof Of Loss. This means written proof that you are Disabled and entitled to benefits. Proof Of Loss must be provided at your expense.

7.3 DOCUMENTATION

At your expense, you must submit completed claims statements, your signed authorization for the Company to obtain information, and any other items the Company may reasonably require in support of your claim. If you do not provide the documentation within 45 days after the Company mails you a request, your claim may be denied.

7.4 TIME OF PAYMENT

The Company will pay benefits within 60 days after you provide satisfactory Proof Of Loss. Benefits will be paid at the end of each month you qualify for them.

7.5 PAYMENT OF CLAIM

Benefits will be paid to you. Benefits remaining unpaid at your death will be paid to the recipient of the Survivor Benefit.

7.6 INVESTIGATION OF CLAIM

The Company may investigate your claim at any time. At its own expense, the Company may have you and your financial records examined as often as is reasonably necessary. This will be done by specialists of the Company's choice. The Company may deny or suspend benefits if you fail to attend an examination or cooperate with the examiner.

7.7 NOTICE OF DECISION ON CLAIM

The Company will evaluate your claim promptly after you file it. Within 45 days after the Company receives your claim the Company will send you: (a) a written decision on your claim; or (b) a notice that the Company is extending the period to decide your claim for 30 days. Before the end of this extension period the Company will send you: (a) a written decision on your claim; or (b) a notice that the Company is extending the period to decide your claim for an additional 30 days. If an extension is due to your failure to provide information necessary to decide the claim, the extended time period for deciding your claim will not begin until you provide the information or otherwise respond.

If the Company extends the period to decide your claim, the Company will notify you of the following: (a) the reasons for the extension; (b) when the Company expects to decide your claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information the Company needs to resolve those issues.

If the Company requests additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, the Company may decide your claim based on the information the Company has received.

If the Company denies any part of your claim, you will receive a written notice of denial containing:

- * The reasons for the decision.
- * Reference to the parts of the Policy on which the decision is based.
- * Reference to any internal rule or guideline relied upon in making the decision.
- * A description of any additional information needed to support your claim.
- * Information concerning your right to a review of the decision.
- * Information concerning your right to bring a civil action for benefits under section 502(a) of ERISA if your claim is denied on review.

7.8 REVIEW PROCEDURE

If all or part of a claim is denied, you may request a review. You must request a review in writing within 180 days after you receive notice of the denial.

You may send the Company written comments or other items to support your claim. You may review and receive copies of any non-privileged information that is relevant to your request for review. There will be no charge for such copies. You may request the names of medical or vocational experts who provided advice to the Company about your claim.

The person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgement, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgement in connection with the denied claim and will not be subordinate to that person. The Company's review will include any written comments or other items you submit to support your claim.

The Company will review your claim promptly after the Company receives your request. Within 45 days after the Company receives your request for review the Company will send you: (a) a written decision on review; or (b) a notice that the Company is extending the review period for 45 days. If the extension is due to your failure to provide information necessary to decide the claim on review, the extended time period for review of your claim will not begin until you provide the information or otherwise respond.

If the Company extends the review period, the Company will notify you of the following: (a) the reasons for the extension; (b) when the Company expects to decide your claim on review; and (c) any additional information the Company needs to decide your claim.

If the Company requests additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, the Company may conclude the review of your claim based on the information the Company has received.

If the Company denies any part of your claim on review, you will receive a written notice of denial containing:

- * The reasons for the decision.
- * Reference to the parts of the Policy on which the decision is based.
- * Reference to any internal rule or guideline relied upon in making the decision.
- * Information concerning your right to receive free of charge copies of non-privileged documents and records relevant to your claim.
- * Information concerning your right to bring a civil action for benefits under section 502(a) of ERISA.

The Policy does not provide voluntary alternative dispute resolution options. However, you may contact your local U.S. Department of Labor Office and your State insurance regulatory agency for assistance.

7.9 TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after you have given the Company Proof Of Loss. No such action may be brought more than three years after the end of the period within which Proof Of Loss is required to be given.

ERISA SUMMARY PLAN DESCRIPTION INFORMATION

Name of Plan:	Long Term Disability Insurance
Name, Address of Employer:	BayCare Clinic LLP 1035 Kepler Drive Green Bay WI 54311-8320
Employer ID Number:	39-1943214
Plan Number:	505
Type of Plan:	Group Insurance Plan
Type of Administration:	Contract Administration
Name, Address, Phone Number of Plan Administrator:	Policyowner (920) 405-5390
Name, Address of Registered Agent for Service of Legal Process:	Policyowner
Sources of Contributions to the Plan:	Employer/Member
Funding Medium:	Fully Insured
Plan Fiscal Year End:	October 31

ERISA INFORMATION AND NOTICE OF YOUR RIGHTS

The following information and notice of rights and protections is furnished by the Plan Administrator as required by the Employee Retirement Income Security Act of 1974 (ERISA)

1. Termination Of The Policy

The policy which provides benefits for this plan may be terminated by the Policyowner at any time with prior written notice to The Northwestern Mutual Life Insurance Company (the "Company"). It will also terminate if the Policyowner fails to pay the required premium.

The Company may terminate the policy on any premium due date if the number of persons insured is less than the required minimum, or if the Company believes the Policyowner has failed to perform its obligations relating to the policy.

2. Amendment Of The Policy

The policy may be changed in whole or in part. No change in this policy will be valid unless it is approved in writing by one of the Company's executive officers and given to the Policyowner for attachment to the policy.

3. Statement Of Your Rights Under ERISA

*** Right To Examine Plan Documents**

You have the right to examine all plan documents, including the latest annual report (Form 5500 Series) filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration, and any insurance contracts or collective bargaining agreements. These documents can be examined at the Plan Administrator's office or other specified locations, free of charge.

*** Right To Obtain Copies Of Plan Documents**

You have the right to obtain copies of all plan documents, including any insurance contracts or collective bargaining agreements, a copy of the latest annual report (Form 5500 Series), and updated summary plan description upon written request to the Plan Administrator. There may be a reasonable charge for the copies.

*** Right To Receive A Copy Of Annual Report**

The Plan Administrator must give you a copy of the plan's summary annual financial report if the plan is required to file an annual report. There will be no charge for the report.

*** Right To Review Of Denied Claims**

If your claim for plan benefits is denied or ignored, in whole or in part, you have the right: a) to know why this was done; b) to obtain copies of documents relating to the decision, without charge; and c) to have your claim reconsidered, all within certain time schedules.

4. Protection Of Your Rights Under ERISA

ERISA prohibits anyone from firing or discriminating against you in any way to prevent you from receiving a plan benefit or from exercising your rights under ERISA.

ERISA gives you the right to file suit in a state or federal court if your claim for benefits under the employee benefit plan is denied or ignored, in whole or in part. You can also file suit in a federal court if you request plan documents and do not receive them within 30 days. In such a case the court will require the Plan Administrator to give you the plan documents you requested. In some cases the court could also require the Plan Administrator to pay you up to \$110 a day until you receive the requested materials.

ERISA also imposes special obligations on the people (called "fiduciaries") who operate your Employer's employee benefit plan. The fiduciaries have a duty to act prudently and in the interests of plan participants.

If you believe that the fiduciaries have misused the plan's money, or that you have been discriminated against for asserting your rights, you can ask for help from the U.S. Department of

Labor. You can also file suit in a federal court. If you file a suit, the court will decide who must pay the court costs and legal fees. If your suit is successful, the court may require the fiduciary to pay those costs and fees. If you lose, the court may order you to pay those costs and fees.

5. Additional Procedures For Claims Based On Disability Determinations Filed on or after April 1, 2018

If the Company denies any part of your claim for a benefit that relies on a disability determination, you will receive a written notice of denial containing a copy of any internal rule or guideline relied upon in making the decision, or a statement that no such rules or guidelines exist. The notice of denial will also include information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.

If all or part of a claim is denied, you may request a review. You must request a review in writing within 180 days after receiving notice of the denial. If your claim for a benefit that relies on a disability determination is denied, before the Company issues a decision on review, the Company will provide you, free of charge, with any new evidence or rationale considered, relied upon, or generated by the Company in connection with the claim, and the Company will provide such new evidence or rationale sufficiently in advance of the decision deadline date to give you a reasonable opportunity to respond prior to that date.

If the Company's review results in a denial of any part of your claim for a benefit that relies on a disability decision, your written notice of denial will contain a copy of any internal rule or guideline relied upon in making the decision, or a statement that no such rules or guidelines exist. The notice of denial will also include information concerning your right to bring a civil action for benefits under section 502(a) of ERISA and a description of any applicable contractual limitations period that applies to your right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim.

6. Questions About The Plan Or ERISA

If you have any questions about your Employer's employee benefit plan, you should contact the Plan Administrator.

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

Your Northwestern Mutual Financial Representative

Jerod Spaeth, CFP, CLU, ChFC

330 East Kilbourn Avenue

Suite 950

Milwaukee, WI 53202-6630

(866) 653-3353