

DISCLAIMER

Sponsor: The Episcopal Church Clergy and Employee's Benefit Trust

Policy Number(s): GD3-810-261925-02

Date Provided: March 8, 2017

The following certificate(s) are a true copy of the certificate(s) issued under the policy(ies).

LIBERTY LIFE ASSURANCE COMPANY OF BOSTON

The Episcopal Church Clergy and Employee's Benefit Trust

CERTIFICATE OF COVERAGE

Liberty Life Assurance Company of Boston welcomes your employer as a client.

Sponsor: **The Episcopal Church Clergy and Employee's Benefit Trust**

Plan Number: **GD3-810-261925-02**

Effective Date: **January 1, 2016**

When this plan refers to "you" or "your" it means the Employee insured under this plan. This is your Disability Income certificate of coverage as long as you are eligible for insurance and remain insured.

A few words about this certificate of coverage...

It is written in plain English. A few terms and provisions are written as required by insurance law. **PLEASE READ IT CAREFULLY.** If you have any questions about any terms and provisions, please contact the Insurance Administrator at your work location or write to Liberty. Liberty will assist you in any way we can to help you understand your benefits.

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

A handwritten signature in cursive script that reads "Nancy Goelwin".

Senior Vice President, Liberty Mutual Benefits

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SECTION 1 - SCHEDULE OF BENEFITS

ELIGIBILITY REQUIREMENTS FOR INSURANCE BENEFITS

What is the Minimum Hourly Requirement?

Employees working a minimum of 20 regularly scheduled hours per week

Who is Eligible for Short Term Disability Benefits?

Class 5: All active lay Employees of the Diocese of California

Note: This policy does not cover the following Employees: Temporary and seasonal Employees, Employees who are not legal residents working in the United States.

What is the Eligibility Waiting Period?

1. If you are employed by the Sponsor on the policy effective date -
None
2. If you begin employment for the Sponsor after the policy effective date -
None

Are Employee Contributions Required?

No

SECTION 1 - SCHEDULE OF BENEFITS

(Continued)

SHORT TERM DISABILITY COVERAGE

What is the Elimination Period?

The period for which a benefit is payable will commence following the Elimination Period shown below:

- 30 calendar days for Injury
- 30 calendar days for Sickness

Note: Benefits will begin on the first day following the completion of the Elimination Period. However, benefits will begin on the 1st day of continuous Disability if you are Hospitalized due to the same Disability. Hospitalization is defined as one overnight stay in a Hospital.

What is the Amount of Insurance Benefits?

66.67% of Basic Weekly Earnings not to exceed a Maximum Weekly Benefit of \$1,385.00 less Other Income Benefits and Other Income Earnings as outlined in Section 4. The Minimum Weekly Benefit is \$25.00.

Maximum Benefit Period:

Applicable to Injury:

The period for which a benefit is payable, following completion of the Elimination Period, for any one Disability will end on the earliest of:

- a. the end of the Disability; or
- b. the end of the 152nd day of Disability for which a benefit is payable.

Applicable to Sickness:

The period for which a benefit is payable, following completion of the Elimination Period, for any one Disability will end on the earliest of:

- a. the end of the Disability; or
- b. the end of the 152nd day of Disability for which a benefit is payable.

SECTION 2 - DEFINITIONS

In this section Liberty defines some basic terms needed to understand this plan.

"Active Employment" means you must be actively at work for the Sponsor:

1. on a full-time or part-time basis and paid regular earnings;
2. for at least the minimum number of hours shown in the Schedule of Benefits; and either perform such work:
 - a. at the Sponsor's usual place of business; or
 - b. at a location to which the Sponsor's business requires you to travel.

You will be considered actively at work if you were actually at work on the day immediately preceding:

1. a weekend (except where one or both of these days are scheduled work days);
2. holidays (except when the holiday is a scheduled work day);
3. paid vacations;
4. any non-scheduled work day;
5. an excused leave of absence (except medical leave for your own disabling condition and lay-off);
and
6. an emergency leave of absence (except emergency medical leave for your own disabling condition).

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SECTION 2 - DEFINITIONS

(Continued)

"Appropriate Available Treatment" means care or services which are:

1. generally acknowledged by Physicians to cure, correct, limit, treat or manage the disabling condition;
2. accessible within your geographical region;
3. provided by a Physician who is licensed and qualified in a discipline suitable to treat the disabling Injury or Sickness;
4. in accordance with generally accepted medical standards of practice.

"Basic Weekly Earnings" means the Covered Person's gross weekly rate of earnings from the Sponsor in effect immediately prior to the date Disability or Partial Disability begins. However, such earnings will not include bonuses, commissions, overtime pay and extra compensation.

"Disability" or **"Disabled"** means you, as a result of Injury or Sickness, are unable to perform the Material and Substantial Duties of your Own Job.

SECTION 2 - DEFINITIONS

(Continued)

"**Eligibility Date**" means the date you become eligible for insurance under this plan. The Eligibility Requirements are shown in the Schedule of Benefits.

"**Eligibility Waiting Period**" means the continuous length of time you must be in Active Employment in an eligible class to reach your Eligibility Date.

"**Elimination Period**" means a period of consecutive days of Disability for which no benefit is payable. The Elimination Period is shown in the Schedule of Benefits and begins on the first day of Disability.

"**Employee**" means a person in Active Employment with the Sponsor.

"**Enrollment Form**" is the document completed by you, if required, when enrolling for coverage. This form must be satisfactory to Liberty.

SECTION 2 - DEFINITIONS

(Continued)

"Family and Medical Leave" means a leave of absence for the birth, adoption or foster care of a child, or for the care of your child, spouse or parent or for your own serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 (FMLA) and any amendments, or by applicable state law.

"Gross Weekly Benefit" means your Weekly Benefit before any reduction for Other Income Benefits and Other Income Earnings.

"Hospital" or **"Institution"** means a facility licensed to provide Treatment for the condition causing your Disability.

SECTION 2 - DEFINITIONS

(Continued)

"Initial Enrollment Period" means one of the following periods during which you may first enroll for coverage under this plan:

1. if you are eligible for insurance on the plan effective date, a period before the plan effective date set by the Sponsor and Liberty.
2. if you become eligible for insurance after the plan effective date, the period which ends 60 days after your Eligibility Date.

"Injury" means bodily impairment resulting directly from an accident and independently of all other causes. For the purpose of determining benefits under this plan:

1. any Disability which begins more than 60 days after an Injury will be considered a Sickness; and
2. any Injury which occurs before you are covered under this plan, but which accounts for a medical condition that arises while you are covered under this plan will be treated as a Sickness.

"Material and Substantial Duties" means responsibilities that are normally required to perform your Own Job and cannot be reasonably eliminated or modified.

SECTION 2 - DEFINITIONS

(Continued)

"Own Job" means your job that you were performing when your Disability or Partial Disability began.

SECTION 2 - DEFINITIONS

(Continued)

"**Partial Disability**" or "**Partially Disabled**" means you, as a result of Injury or Sickness, are able to:

1. perform one or more, but not all, of the Material and Substantial Duties of your Own Job or another job on an Active Employment or a part-time basis; or
2. perform all of the Material and Substantial Duties of your Own Job or another job on a part-time basis; and
3. earn between 20.00% and 80.00% of your Basic Weekly Earnings.

"**Physician**" means a person who:

1. is licensed to practice medicine and is practicing within the terms of his license; or
2. is a licensed practitioner of the healing arts in a category specifically favored under the health insurance laws of the state where the Treatment is received and is practicing within the terms of his license.

It does not include you, any family member or domestic partner.

SECTION 2 - DEFINITIONS

(Continued)

"**Proof**" means the evidence in support of a claim for benefits and includes, but is not limited to, the following:

1. a claim form completed and signed (or otherwise formally submitted) by you claiming benefits;
2. an attending Physician's statement completed and signed (or otherwise formally submitted) by your attending Physician; and
3. the provision by the attending Physician of standard diagnosis, chart notes, lab findings, test results, x-rays and/or other forms of objective medical evidence in support of a claim for benefits.

Proof must be submitted in a form or format satisfactory to Liberty.

"**Regular Attendance**" means your personal visits to a Physician which are medically necessary according to generally accepted medical standards to effectively manage and treat your Disability or Partial Disability.

SECTION 2 - DEFINITIONS

(Continued)

"**Schedule of Benefits**" means the section of this policy which shows, among other things, the Eligibility Requirements, Eligibility Waiting Period, Elimination Period, Amount of Insurance, Minimum Benefit, and Maximum Benefit Period.

"**Sickness**" means illness, disease, pregnancy or complications of pregnancy.

"**Sponsor**" means the entity to whom this policy is issued.

"**Treatment**" means consulting, receiving care or services provided by or under the direction of a Physician including diagnostic measures, being prescribed drugs and/or medicines, whether you choose to take them or not, and taking drugs and/or medicines.

"**Weekly Benefit**" means the weekly amount payable by Liberty to you if you are Disabled or Partially Disabled.

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

Who is Eligible for Coverage?

The eligibility requirements for insurance benefits are shown in the Schedule of Benefits.

What is Your Eligibility Date for Insurance Benefits?

If you are in an eligible class you will qualify for insurance on the later of:

1. this plan's effective date; or
2. the day after you complete the Eligibility Waiting Period shown in the Schedule of Benefits.

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

What is Your Effective Date of Insurance?

Your insurance will be effective at 12:01 A.M. Standard Time in the governing jurisdiction on the day determined as follows, but only if your application or enrollment for insurance is made with Liberty through the Sponsor in a form or format satisfactory to Liberty.

You will be insured on your Eligibility Date.

When will Your Effective Date of Insurance be Delayed?

Your effective date of any initial, increased or additional insurance will be delayed if you are not in Active Employment because of Injury or Sickness. The initial, increased or additional insurance will begin on the date you return to Active Employment.

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

What Happens to Your Coverage During a Family and Medical Leave?

Your coverage may be continued under this plan for an approved family or medical leave of absence for up to 12 weeks following the date coverage would have terminated, subject to the following:

1. the authorized leave is in writing;
2. the required premium is paid;
3. your benefit level, or the amount of earnings upon which your benefit may be based, will be that in effect on the date before the leave begins; and
4. continuation of coverage will cease immediately if any one of the following events should occur:
 - a. you return to work;
 - b. this plan terminates;
 - c. you are no longer in an eligible class;
 - d. nonpayment of premium when due by the Sponsor or you;
 - e. your employment terminates.

What Happens if You are Rehired?

If you are a former Employee and are re-hired by the Sponsor within 12 months of your termination date, all past periods of Active Employment with the Sponsor will be used in determining your Eligibility Date. If you are a former Employee and are re-hired by the Sponsor more than 12 months after your termination date, you are considered to be a new Employee when determining your Eligibility Date.

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

Leave of Absence

The Sponsor may continue your coverage(s) by paying the required premiums, if you are given a leave of absence.

Your coverage will not continue beyond the end of the policy month following the policy month in which the leave of absence begins. In continuing such coverage under this provision, the Sponsor agrees to treat all covered Employees equally.

Lay-off

The Sponsor may continue your coverage(s) by paying the required premiums, if you are temporarily laid off.

Your coverage will not continue beyond the end of the policy month following the policy month in which the lay-off begins. In continuing such coverage under this provision, the Sponsor agrees to treat all covered Employees equally.

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

What Happens if There is a Transfer of Insurance Carriers?

In order to prevent loss of coverage for you because of transfer of insurance carriers, this plan will provide coverage for you as follows:

If You are not in Active Employment Due to Injury or Sickness

Subject to premium payments, this plan will cover you if:

1. at the time of transfer you were covered under the prior carrier's plan; and
2. you are not in Active Employment due to Injury or Sickness on the effective date of this plan.

Benefits will be determined based on the lesser of:

1. the amount of the Disability benefit that would have been payable under the prior plan and subject to any applicable plan limitations; or
2. the amount of Disability benefits payable under this plan. If benefits are payable under the prior plan for the Disability, no benefits are payable under this plan.

SECTION 4 - DISABILITY INCOME BENEFITS

SHORT TERM DISABILITY COVERAGE

When is Your Disability Benefit Payable?

When Liberty receives Proof that you are Disabled due to Injury or Sickness and require the Regular Attendance of a Physician, Liberty will pay you a Weekly Benefit after the end of the Elimination Period, subject to any other provisions of this plan. The benefit will be paid for the period of Disability if you give to Liberty Proof of continued:

1. Disability;
2. Regular Attendance of a Physician; and
3. Appropriate Available Treatment.

The Proof must be given upon Liberty's request and at your expense. In determining whether you are Disabled, Liberty will not consider employment factors including, but not limited to, interpersonal conflict in the workplace, recession, job obsolescence, paycuts, job sharing and loss of a professional or occupational license or certification.

For purposes of determining Disability, the Injury must occur and Disability must begin while you are insured for this coverage.

The Weekly Benefit will not:

1. exceed your Amount of Insurance; or
2. be paid for longer than the Maximum Benefit Period.

The Amount of Insurance and the Maximum Benefit Period are shown in the Schedule of Benefits.

Amount of Disability Weekly Benefit

To figure the amount of your Weekly Benefit:

1. Take the lesser of:
 - a. your Basic Weekly Earnings multiplied by the benefit percentage shown in the Schedule of Benefits; or
 - b. the Maximum Weekly Benefit shown in the Schedule of Benefits; and then
2. Deduct Other Income Benefits and Other Income Earnings, (shown in the Other Income Benefits and Other Income Earnings provision of this policy), from this amount.

SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

SHORT TERM DISABILITY COVERAGE (Continued)

Partial Disability

When is Your Partial Disability Benefit Payable?

When Liberty receives Proof that you are Partially Disabled and have experienced a loss of earnings due to Injury or Sickness and require the Regular Attendance of a Physician, you may be eligible to receive a Weekly Benefit, subject to any other provisions of this plan. To be eligible to receive Partial Disability benefits, you may be employed in your Own Job or another job, must satisfy the Elimination Period, and must be earning between 20.00% and 80.00% of your Basic Weekly Earnings.

A Weekly Benefit will be paid for the period of Partial Disability if you give to Liberty Proof of continued:

1. Partial Disability;
2. Regular Attendance of a Physician; and
3. Appropriate Available Treatment.

The Proof must be given upon Liberty's request and at your expense. In determining whether you are Partially Disabled, Liberty will not consider employment factors including, but not limited to, interpersonal conflict in the workplace, recession, job obsolescence, paycuts, job sharing and loss of a professional or occupational license or certification.

For purposes of determining Partial Disability, the Injury must occur and Partial Disability must begin while you are insured for this coverage.

How is Your Loss of Earnings Partial Disability Benefit Figured using the Loss of Earnings Calculation?

To figure the amount of your Weekly Benefit:

1. Subtract your earnings received while you are Partially Disabled from your Basic Weekly Earnings. This figure represents the amount of lost earnings.
2. Multiply the amount of lost earnings by 75%; and then
3. deduct Other Income Benefits (shown in the Other Income Benefits and Other Income Earnings provision of this plan) from this amount.

The Weekly Benefit payable will not be more than the Disability benefit otherwise payable under this plan.

SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

SHORT TERM DISABILITY COVERAGE (Continued)

Other Income Benefits and Other Income Earnings

Other Income Benefits means:

1. The amount for which you are paid under:
 - a. any work loss provision in mandatory "No-Fault" auto insurance; or
 - b. any governmental program or coverage required or provided by statute (including any amount attributable to your family).
2. any amount you receive from any unemployment benefits; or
3. any amount of Disability and/or Retirement Benefits under the United States Social Security Act, the Canada Pension Policy, the Quebec Pension Plan, or any similar plan or act, which:
 - a. you receive; and
 - b. your spouse, child or children receive because of your Disability; or
 - c. your spouse, child or children receive because of your eligibility for retirement benefits.

Other Income Earnings means:

1. the amount of earnings you earn or receive from any form of employment including severance; and
2. any amount you receive from any formal or informal sick leave or salary continuation plan(s).

Other Income Benefits, except retirement benefits, must be payable as a result of the same Disability for which Liberty pays a benefit. The sum of Other Income Benefits and Other Income Earnings will be deducted in accordance with the provisions of this plan.

SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

SHORT TERM DISABILITY COVERAGE (Continued)

Estimation of Benefits

How will Your Benefits be Estimated?

Liberty will reduce your Disability or Partial Disability benefits by the amount of Other Income Benefits that we estimate are payable to you and your dependents.

Your Disability benefit will not be reduced by the estimated amount of Other Income Benefits if you:

1. provide satisfactory proof of application for Other Income Benefits;
2. sign a reimbursement agreement under which, in part, you agree to repay Liberty for any overpayment resulting from the award or receipt of Other Income Benefits;
3. if applicable, provide satisfactory proof that all appeals for Other Income Benefits have been made on a timely basis to the highest administrative level unless Liberty determines that further appeals are not likely to succeed; and
4. if applicable, submit satisfactory proof that Other Income Benefits have been denied at the highest administrative level unless Liberty determines that further appeals are not likely to succeed.

In the event that Liberty overestimates the amount payable to you from any plans referred to in the Other Income Benefits and Other Income Earnings provision of this plan, Liberty will reimburse you for such amount upon receipt of written proof of the amount of Other Income Benefits awarded (whether by compromise, settlement, award or judgement) or denied (after appeal through the highest administrative level).

SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

SHORT TERM DISABILITY COVERAGE (Continued)

What Happens if You Receive a Lump Sum Payment?

Other Income Benefits from a compromise, settlement, award or judgement which are paid to you in a lump sum and meant to compensate you for any one or more of the following:

1. loss of past or future wages;
2. impaired earnings capacity;
3. lessened ability to compete in the open labor market;
4. any degree of permanent impairment; and
5. any degree of loss of bodily function or capacity;

will be prorated on a weekly basis as follows:

1. over the period of time such benefits would have been paid if not in a lump sum; or
2. if such period of time cannot be determined, over a period of 260 weeks.

What Happens if You Receive any Cost of Living Increases?

After the first deduction for each of the Other Income Benefits, the Weekly Benefit will not be further reduced due to any cost of living increases payable under the Other Income Benefits provision of this plan.

What Happens when Your Benefit Period is Less than a Week?

For any period for which a Short Term Disability benefit is payable that does not extend through a full week, the benefit will be paid on a prorated basis. The rate will be 1/7th for each day for such period of Disability.

When will Your Short Term Disability Benefit be Discontinued?

The Weekly Benefit will cease on the earliest of:

1. the date you fail to provide Proof of continued Disability or Partial Disability and Regular Attendance of a Physician;
2. the date you fail to cooperate in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

SECTION 4 - DISABILITY INCOME BENEFITS
(Continued)

SHORT TERM DISABILITY COVERAGE (Continued)

When will Your Disability Benefit be Discontinued? (Continued)

The Weekly Benefit will cease on the earliest of: (Continued)

3. the date you refuse to be examined or evaluated at reasonable intervals;
4. the date you refuse to receive Appropriate Available Treatment;
5. the date you are able to work in your Own Job on a part-time basis, but choose not to;
6. the date your current Partial Disability earnings exceed 80.00% of your Basic Weekly Earnings;

Because your current earnings may fluctuate, Liberty will average earnings over three consecutive weeks rather than immediately terminating your benefit once 80.00% of Basic Weekly Earnings has been exceeded.

7. the date you are no longer Disabled according to this plan;
8. the end of the Maximum Benefit Period; or
9. the date you die.

SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

SHORT TERM DISABILITY COVERAGE (Continued)

Successive Periods of Disability

What Happens if You Return to Work and Become Disabled Again?

With respect to this plan, "**Successive Periods of Disability**" means a Disability which is related or due to the same cause(s) as a prior Disability for which a Weekly Benefit was payable.

A Successive Period of Disability will be treated as part of the prior Disability if, after receiving Disability benefits under this plan, you:

1. return to your Own Job on an Active Employment basis for less than thirty continuous days;
and
2. perform all the Material and Substantial duties of your Own Job.

To qualify for the Successive Periods of Disability benefit, you must experience more than a 20% loss of Basic Weekly Earnings.

Benefit payments will be subject to the terms of this plan for the prior Disability.

If you return to your Own Job on an Active Employment basis for thirty continuous days or more, the Successive Period of Disability will be treated as a new period of Disability. You must complete another Elimination Period.

If you become eligible for coverage under any other group short term disability coverage, this Successive Periods of Disability provision will cease to apply to you.

SECTION 5 - EXCLUSIONS

GENERAL EXCLUSIONS

What Disabilities are Not Covered?

This plan will not cover any Disability due to:

1. war, declared or undeclared, or any act of war;
2. intentionally self-inflicted injuries;
3. active Participation in a Riot;
4. active participation in a felony; or
5. cosmetic surgery unless such surgery is incidental to or follows surgery resulting from trauma, infection or other diseases of the involved part in connection with an Injury or Sickness sustained while you are covered under this plan.

SECTION 5 - EXCLUSIONS

SHORT TERM DISABILITY COVERAGE

Disability Benefit Exclusions

What Other Disabilities are Not Covered?

A Weekly Benefit will not be paid if you become Disabled due to Sickness when a benefit is provided under a Workers' Compensation Law, or any other act or law of like intent.

These exceptions will not apply to partners or proprietors who elect not to be covered under such laws.

SECTION 6 - TERMINATION PROVISIONS

When will Your Insurance End?

You will cease to be insured on the earliest of the following dates:

1. the date this plan terminates, but without prejudice to any claim originating prior to the time of termination;
2. the date you are no longer in an eligible class;
3. the date your class is no longer included for insurance;
4. the date employment terminates. Cessation of Active Employment will be deemed termination of employment, except the insurance will be continued for an Employee absent due to Disability during the Elimination Period.
5. the date you cease active work due to a labor dispute, including any strike, work slowdown, or lockout.

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

SECTION 7 - GENERAL PROVISIONS

Is Assignment Allowed?

No assignment of any present or future right or benefit under this policy will be allowed.

How will Liberty Conform With State Statutes?

Any provision of this plan which, on its effective date, is in conflict with the statutes of the governing jurisdiction of this plan is hereby amended to conform to the minimum requirements of such statute.

What are Liberty's Examination Rights?

Liberty, at its own expense, may have the right and opportunity to have the claimant, whose Injury or Sickness is the basis of a claim, examined or evaluated at reasonable intervals deemed necessary by Liberty. This right may be used as often as reasonably required.

Who has the Authority for Interpretation of this Plan?

Liberty shall possess the authority, in its sole discretion, to construe the terms of this plan and to determine benefit eligibility hereunder. Liberty's decisions regarding construction of the terms of this plan and benefit eligibility shall be conclusive and binding.

When can this Plan be Contested?

The validity of this plan shall not be contested, except for non-payment of premiums, after it has been in force for two years from the date of issue. The validity of this plan shall not be contested on the basis of a statement made relating to insurability by you after such insurance has been in force for two years during your lifetime, and shall not be contested unless the statement is contained in a written instrument signed by you.

When can Legal Proceedings Begin?

A claimant or the claimant's authorized representative cannot begin any legal action:

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

What Happens if Your Age is Misstated?

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

A refund of premium will not be made for a period more than 12 months before the date Liberty is advised of the error.

SECTION 7 - GENERAL PROVISIONS

(Continued)

When Must Liberty be Notified of a Claim?

1. Notice of claim must be given to Liberty within 30 days of the date of the loss on which the claim is based. If that is not possible, Liberty must be notified as soon as it is reasonably possible to do so. Such notice of claim must be received in a form or format satisfactory to Liberty.
2. When written notice of claim is applicable and has been received by Liberty, you will be sent claim forms. If the forms are not received within 15 days after written notice of claim is sent, you can send to Liberty written Proof of claim without waiting for the forms.

When Must Liberty Receive Proof of Claim?

1. Satisfactory Proof of loss must be given to Liberty no later than 60 days after the end of the Elimination Period.
2. Failure to furnish such Proof within such time shall not invalidate or reduce any claim if it was not reasonably possible to furnish such Proof within such time. Such Proof must be furnished as soon as reasonably possible.
3. Proof of continued loss, continued Disability or Partial Disability, when applicable, and Regular Attendance of a Physician must be given to Liberty within 60 days of the request for such Proof.

Liberty reserves the right to determine if your Proof of loss is satisfactory.

Who are Claims Paid To?

The benefit is payable to you. But, if a benefit is payable to your estate, or if you are a minor, or you are not competent, Liberty has the right to pay up to \$2,000 to any of your relatives or any other person whom Liberty considers entitled thereto by reason of having incurred expense for the maintenance, medical attendance or burial. If Liberty in good faith pays the benefit in such a manner, any such payment shall fulfill Liberty's responsibility for the amount paid.

What are Liberty's Rights of Recovery?

Liberty has the right to recover any overpayment of benefits caused by, but not limited to, the following:

1. fraud;
2. any error made by Liberty in processing a claim; or
3. your receipt of any Other Income Benefits.

Liberty may recover an overpayment by, but not limited to, the following:

1. requesting a lump sum payment of the overpaid amount;
2. reducing any benefits payable under this policy;
3. taking any appropriate collection activity available including any legal action needed; and
4. placing a lien, if not prohibited by law, in the amount of the overpayment on the proceeds of any Other Income Benefits, whether on a periodic or lump sum basis.

It is required that full reimbursement be made to Liberty.

SECTION 7 - GENERAL PROVISIONS

(Continued)

How will Statements Made In Your Application Affect Your Coverage?

All statements made in any application are considered representations and not warranties (absolute guarantees). No representation by:

1. the Sponsor in applying for this plan will make it void unless the representation is contained in the signed Application; or
2. you in enrolling for insurance under this plan will be used to reduce or deny a claim unless a copy of the Enrollment Form, signed by you if required, is or has been given to you.

What are our Rights to Reimbursement?

We reserve the right to be reimbursed if you receive benefit payments because of an Injury that was caused or contributed to by the negligence or act of a third party. Such reimbursement will be made to us provided:

- a. you receive payment for loss of time because of a third party settlement or court judgment; and
- b. such settlement or judgment specified an amount or portion of payment that represents payment for such benefits; and
- c. we have paid benefits to you under the terms of this plan for the same benefits covered by the settlement or judgment.

If we exercise our rights under this provision, we will recover no more than the amount paid under this plan for such benefits.

You will execute and give to us any instruments and papers needed to secure the rights described above.

This provision will not apply where prohibited by law.

When are you Required to Make Application for Social Security?

With respect to benefits payable under the Social Security Act, you are required to make application with the Social Security Administration for benefit payments under that plan if we determine that you are eligible for such benefits.

If your application is made but denied by the Social Security Administration, and we disagree with their decision, you are obligated to appeal the denial. We will provide you with the necessary assistance to re-file your claim with the Social Security Administration following the first appeal.

You will receive the Minimum Benefit stated in the Schedule of Benefits if your application for Social Security Disability benefits is not made within 60 days of our written request for such application.

If you make application with the Social Security Administration following the 60 day period, normal benefit payments will resume on the first of the month following the date your application is made.

How does the Policy Affect Workers' Compensation?

This plan and the coverages provided are not in lieu of, nor will they affect any requirements for coverage under any Workers' Compensation Law or other similar law.