

Short-Term Disability Insurance



*Developed for the Employees of
Fond du Lac Reservation Business Committee*

Protecting Your Family Securing Your Future

“As long as you've got your health . . .”

If you're physically healthy, you can work, play, take care of your family and enjoy life.

But, if something were to happen to you, all your hard work – and everything you have – could be lost unless you take steps to protect your income.

If asked to name your most valuable assets, you might list your home, your furnishings or your automobiles.

But what about your *paycheck*?

You insure your home and your auto. Shouldn't you insure your income as well?

After all, it's your income that enables you to buy and enjoy all of your other assets.

Having adequate insurance coverage is not only the basis for a sound financial blueprint, it helps to provide the protection you need to ensure that your family, your home and your finances will be protected.

By purchasing this disability insurance through your employer, you also benefit from:

- Affordable group rates
- Convenient payroll deduction

How This Program Protects You

If you suffer a covered disability while insured by this plan, you'll receive monetary benefits designed to help you maintain your normal lifestyle.

This program covers disabling injuries or sicknesses sustained off the job which last beyond the benefit waiting period.

Please take a few minutes now to read this program description and learn how this valuable program helps protect your income and your lifestyle.

Eligibility For Coverage

You must be an active, full-time employee of the employer regularly working at least 32 hours per week, excluding employees of Fond du Lac Management, Inc., to receive coverage under this plan.

Eligibility Waiting Period

All current employees who meet the eligibility requirements are eligible to participate in this program the first day following 90 days of Active Service.

If you join the company after the date this program becomes effective, you are eligible to participate the first day following 90 days of Active Service.

You can enroll any time within 31 days following the date you become eligible for coverage. If you decide to enroll later, you will have to provide acceptable evidence of good health. This may require a medical examination, at your cost.

You will be asked to complete an enrollment form, indicating your wish to participate and your authorization for payroll deductions.

When Coverage Takes Effect

If you meet these eligibility requirements, your coverage takes effect on the later of the program's effective date, the date you become eligible, the date we receive your completed enrollment form, or the date you authorize any necessary payroll deductions.

If you have to submit evidence of good health, your coverage takes effect on the date we agree, in writing, to cover you. If you're not actively at work on the date your coverage would otherwise take effect, you'll be covered on the date you return to work.

How Disability is Defined

To receive benefits under this plan, you must be disabled (as defined below) as a result of a covered injury or sickness, and you must be under the appropriate care of a licensed, practicing physician who is qualified to treat your disability.

Disabled means that, because of a covered injury or sickness, you are unable to perform the material duties of your regular occupation and solely due to injury or sickness you are unable to earn 80% or more of your covered earnings.

Injury means any accidental loss or bodily harm that results directly and independently of all other causes from an accident.

Sickness means any physical or mental illness, including pregnancy unless specifically excluded.

Accident means a sudden, unforeseeable event that causes bodily injury and occurs while you are covered under this plan.

Appropriate Care means the determination of an accurate and medically supported diagnosis of your disability, or ongoing medical treatment, conforming to generally accepted medical standards regarding care and frequency of treatments, by a licensed physician.

Physician means a licensed doctor practicing within the scope of his/her license and rendering care and treatment to an employee that is appropriate for the condition and locality. A physician cannot be the employee, his/her spouse, the immediate family of either the employee or spouse, or a person living in the employee's household.

Benefit Waiting Period

Before collecting benefits, you must satisfy the benefit waiting period following your date of disability. For your plan, this period is 14 days for accident, 14 days for sickness of continuous disability.

Benefits

This plan pays a benefit up to 60% of your weekly covered earnings — to a maximum of \$1,000 per week.

Your benefit amount will be reduced by any amounts payable to you by any of the sources listed under the “Effects of Other Income Benefits” section.

Covered earnings means your wages or salary, excluding overtime pay, bonuses, commissions and other extra compensation.

Return-To-Work Incentives

This plan includes benefits to encourage you to return to work as soon as medically feasible. These return-to-work incentives offer you both the opportunity and the encouragement to successfully return to productive employment — *without* risking your eligibility for income replacement benefits under this plan.

Residual Disability “Work Incentive” Benefits

If you can work part-time at your regular occupation, or perform some work at any occupation (including limited or modified job duties or schedules) on a full- or part-time basis for less pay, you may qualify for residual disability benefits under this plan — even if you attempt to return to work before you have fulfilled the benefit waiting period. (Benefit payments, however, do not begin until the full benefit waiting period has been satisfied.)

While residually disabled, you may earn up to 100% of earnings you earned before becoming disabled, through a combination of your work earnings during any period you return to work, plus the benefit amount this plan pays. We reduce the plan benefit paid to the extent necessary to ensure that your benefits and other incomes combined do not exceed 100% of your pre-disability covered earnings amount.

Recurrent Disability Feature

If you return to work after receiving benefits under this plan, then again become disabled from the same or a related cause, you will *not* have to fulfill another benefit waiting period, if you have worked 14 consecutive days or less. The disability would be considered a continuation of your initial claim. If the disability recurs beyond this limit, or results from an unrelated cause, you must file a new claim and fulfill a new benefit waiting period.

Rehabilitation Services

If you are offered a rehabilitative assistance program agreed to by us and your employer during the course of your benefit waiting period or while benefits are payable, you will be expected to cooperate with the implementation of that assistance program. Disability benefits, if payable, may be suspended during any period in which you refuse to cooperate in such assistance, if offered. (Refer to the Exclusions section.)

Effects of Other Income Benefits

Disability insurance is designed to help you meet your financial obligations if you cannot work as a result of a covered injury or sickness. However, this plan is structured to prevent your total benefits and post-disability earnings from equaling or exceeding pre-disability earnings. Therefore, we reduce this plan's benefits by an amount equal to any Social Security retirement and/or disability benefits payable to you, your dependents, or a qualified third party on behalf of you or your dependents.

Other income sources that **WILL** reduce your benefits under this plan include:

- Employer-paid portion of company retirement plan benefits.
- Amounts payable under local, state, provincial or federal government disability or retirement plan or law as it pertains to the employer.
- Amounts payable by any franchise or group insurance or similar plan.
- Amounts payable by company sponsored sick leave or salary continuation plans.
- Benefits payable by a Canadian and/or Quebec provincial pension plan.
- Benefits payable under work-loss provisions of any "no fault" auto insurance.
- Amounts payable under the Railroad Retirement Act.
- Amounts of any wage or salary earned for work performed.
- Any amounts paid on account of loss of earnings or earning capacity through settlement, judgment, arbitration or otherwise, where a third party may be liable, regardless of whether liability is determined.

Income sources that **WILL NOT** reduce your benefits under this plan are:

- Benefits paid by personal, individual disability income policies.
- Individual deferred compensation agreements.
- Employee savings plans, including thrift plans, stock options or stock bonuses.
- Individual retirement funds, such as IRA or 401(k) plans.
- Profit-sharing, investment or other retirement or savings plans maintained in addition to an employer-sponsored pension plan.

Minimum Disability Benefit

Your benefits from this plan will never be less than \$25 per week. However, if there is an overpayment due, the minimum benefit may be reduced or not apply in order to recover the overpayment.

Benefit Period

Once you qualify for benefits under this plan, you continue to receive them until the end of the 11 week benefit period, or until you no longer qualify for benefits, whichever occurs first. (We will ask you to periodically furnish proof of your continuing disability.)

This plan pays short-term disability benefits weekly.

Benefits payable under this plan will terminate on the earliest of any date indicated below:

- The date we determine you are no longer disabled.
- The date you earn more than the percentage of your covered earnings used when determining your disability.
- The date the maximum benefit period ends.
- The date you refuse to participate in rehabilitation services.
- The date you cease to get appropriate care.
- The date you die.

Limitations

This plan provides only limited benefits for some conditions and excludes others from coverage, as listed below.

Pre-Existing Conditions

Pre-existing conditions are those for which you have incurred expenses, taken prescription drugs or medicines, received medical treatment, care or services (including diagnostic measures,) or for which a reasonable person would have consulted a physician during the 3 months immediately prior to the most recent effective date of insurance.

This plan does *not* pay benefits for any disability resulting from a pre-existing condition unless the disability occurs after you have been insured under this plan for 12 consecutive months. If you were insured under the employer-sponsored disability plan with a pre-existing condition limitation immediately prior to the effective date of this plan, we will credit you for all time served toward that limitation period, for similar or lower benefit amounts. If benefits under this plan are higher than under your prior plan, you do not receive credit for the higher benefit levels. This limitation also applies to newly added or increased benefits.

Exclusions

This plan does not pay benefits for a disability which results, directly or indirectly, from any of the following:

- Suicide, attempted suicide, or whenever you injure yourself on purpose
- War or any act of war, whether or not declared
- Active participation in a riot
- Commission of a felony
- The revocation, restriction or non-renewal of your license, permit or certification necessary for you to perform the duties of your occupation, unless solely due to injury or sickness otherwise covered by the policy.

Further no benefits will be payable for any periods during which you:

- Are incarcerated in a penal or corrections institution
- Are engaged in the activities of active duty service in the military, navy or air force of any country or international organization. An Injury or Sickness that occurs while engaged in Reserve or National Guard training is not excluded until training extends beyond 31 days.
- refuse to participate in rehabilitation efforts as required by us
- Are not receiving appropriate care
- Refuse to participate in a transitional work arrangement or other modified work arrangement. (These work arrangements may be offered to you by your employer, or an affiliated company while you are disabled; they may be of the same or any other occupation as once held by you prior to the disability; and they may include, but are not limited to: reassigned duties, work site modification, flexible work arrangements, job adaptations or specialized equipment.)
- Fail to cooperate with us in the administration of the claim. (Such cooperation includes, but is not limited to providing information or documents needed to determine whether benefits are payable or the actual benefit amount due.)
- Cosmetic surgery or medically unnecessary surgical procedures

(Medically necessary means: prescribed by a licensed physician as required treatment for a sickness or injury *and* appropriate according to conventional medical practice in the locality where it is performed. Benefits are payable if the disability is caused by your donation of an organ in a non-experimental organ transplant procedure.)

- An injury or sickness for which you are entitled to benefits from Workers' Compensation or occupational disease law
- An injury or sickness that is work-related

Termination of Coverage

Your coverage will end on the earliest of any of the following dates:

- the date you are no longer an employee of the employer sponsoring the plan
- the date you are no longer a member of an eligible class of employees
- the date the plan is terminated by the insurer or the employer
- the day after the last date for which premium has been paid by you or the employer.
- the date you become eligible for a plan of benefits intended to replace this coverage.

If you are disabled and receiving benefits under this plan, your benefits and coverage will continue until the expiration of your benefit period, or until you no longer qualify for benefits under the plan, whichever comes first.

How Much Your Coverage Will Cost

The cost of this insurance program is paid for by you. Use the chart below to help you calculate the amount for your age group. Please indicate your disability plan choice (or your decision not to select coverage) on your enrollment form. You must authorize payroll deduction for premium payments.

If you are between these ages:	Your cost per \$10 of weekly benefit
Under 30	\$.779
30-34	\$.672
35 – 39	\$.557
40 – 44	\$.433
45 – 49	\$.461
50 – 54	\$.559
55 - 59	\$.681
60 - 64	\$.808
65 - 69	\$.922
70 & Over	\$1.103

Costs are subject to change.

To calculate the cost of your coverage, follow these steps:

Step 1. Enter your gross or pre-tax weekly pay (not counting commissions, bonus or overtime) \$ _____

Step 2. Multiply by .60 to determine your weekly benefit. Round to nearest dollar. This amount cannot exceed \$1,000. \$ _____

Step 3. Enter the rate. \$ _____

Step 4. Multiply your weekly benefit (Step 2) by the rate (Step 3). \$ _____

Step 5. Divide by 10 to determine the amount of premium that will be deducted from your paycheck each month. \$ _____

(Please Note: All benefits in this plan are paid on a weekly basis, regardless of your regular pay period.)

Notes

This information is a brief description of the important features of this plan. It is not a contract. Terms and conditions of the coverage are set forth in Group Policy No. VDT-961995, on Policy Form TL-004700, issued in Minnesota and subject to its laws. The availability of this offer may change. Please keep this material as a reference, and file it with your certificate, should you become insured.

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Class 1



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