SHORT TERM DISABILITY CERTIFICATE SCHEDULE OF BENEFITS

EPIC certifies that you are insured for covered expenses as described in this certificate as of the effective date shown in our records, subject to the terms, conditions, exclusions, limitations and all other provisions of the policy. Final interpretation of all provisions and coverage will be governed by the policy on file with EPIC at its home office.

If the term NONE or N/A (Not Applicable) appears in this schedule, that coverage or provision doesn't apply to you, and no benefits are payable under that coverage or that provision doesn't apply to the policy.

Beneficiary is as specified on the enrollment card, application or most recent change designated.

- 1. Short Term Disability Benefits Coverage
 - a. Short Term Disability Benefit Amount: N/A; or
 - **b.** The lesser of a maximum of <u>60%</u> of pre-disability Basic Weekly Earnings or <u>\$750</u> per week.
 - c. Maximum Number of Weeks Short Term Disability Benefit Amount is Payable: 13
 - **d.** Pregnancy: Applicable
 - e. <u>1</u> days for covered injury; <u>8</u> days for covered sickness
 - **f.** Hospital confinement: N/A
 - g. Survivor Benefit: Applicable
 - (1) $\underline{3}$ times the Short Term Disability Benefit Amount.
 - **h.** 24 Hour Coverage: N/A
- 2. Partial Disability Benefit Coverage: Applicable
- **3.** Waiting Period for Pre-existing Conditions:
 - a. N/A months
 - **b.** N/A months

SHORT TERM DISABILITY CERTIFICATE

Please read this certificate, including the Schedule of Benefits and all endorsements, if any, carefully, so you know and understand your coverage.

This certificate is not the contract of insurance. It is merely evidence of insurance provided under the insurance policy (hereinafter called "group policy" or "policy") issued by The EPIC Life Insurance Company ("EPIC") to the group policyholder (hereinafter called "group policyholder" or "policyholder"). This certificate describes the essential features of such insurance. This certificate replaces and supersedes all certificates and endorsements thereto which we may have previously issued to you prior to the effective date of this certificate.

EPIC, in performing its obligations under the policy, is acting only as a life insurer with respect to the policy and is not in any way acting as a plan administrator, a plan sponsor or a plan trustee for the purposes of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, or any other federal or state law.

The policy is issued by EPIC and delivered to the policyholder. All terms, conditions and all other provisions of the policy are governed by the laws of the state in which the policyholder is located. All benefits are provided in accordance with the terms, conditions, exclusions, limitations and provisions of the policy, including all endorsements, if any, attached to this certificate, and applicable laws and regulations of the state in which the policyholder is located.

THE EPIC LIFE INSURANCE COMPANY

Michael F. Hamerlik

Michael F. Hamerlik, President

TABLE OF CONTENTS

GENERAL INFORMATION	1
GENERAL DESCRIPTION OF COVERAGE	
Coverage	
How to Use This Certificate	
PAYMENT OF BENEFITS	1
DEFINITIONS	2
ELIGIBLE EMPLOYEE	-
ELIGIBLE EMPLOYEE	3
EFFECTIVE DATE	5
Initial Enrollees	
New Entrants	
LATE ENROLLEES	
ADDING, INCREASING OR CHANGING COVERAGE	6
ADDING, INCREASING OR CHANGING SUPPLEMENTAL COVERAGE	
INCREASING OR CHANGING VOLUNTARY COVERAGE	6
BENEFITS	6
SHORT TERM DISABILITY BENEFITS	6
1. Short Term Disability Benefits	
2. Survivor Benefit	
PARTIAL DISABILITY BENEFIT	
SUPPLEMENTAL SHORT TERM DISABILITY BENEFIT	
TERMINATION OF BENEFITS	
EXCLUSIONS	8
WAITING PERIODS FOR PRE-EXISTING CONDITIONS	O
WAITING PERIODS FOR PRE-EAISTING CONDITIONS	
TERMINATION PROVISIONS	8
TERMINATION OF BENEFIT PAYMENTS.	8
TERMINATION OF COVERAGE UNDER THE POLICY	
PAYMENT OF CLAIMS	10
How to File Claims	
PROOF OF CLAIM	
Examination	
Beneficiary	
CLAIM REVIEW PROCEDURES	
CLAIM PROCESSING PROCEDURE	11
STANDARD PROVISIONS	12
Entire Contract	12
WAIVER AND CHANGE	
LIMITATION ON LAWSUITS AND LEGAL PROCEEDINGS	
RIGHT TO AUTOPSY	
GENERAL RIGHT OF RECOVERY	
MISSTATEMENT OF AGE	
POLICYHOLDER AS PARTICIPANTS' REPRESENTATIVE	
CHANGING CLASSIFICATION	
MEQUICATRIC UNEVIQUELY LICCURED COVERA CE	
REQUESTING PREVIOUSLY DECLINED COVERAGE	

GENERAL INFORMATION

General Description of Coverage

EPIC certifies that a group policy has been issued to a group insuring certain employees of the group. We call the group the policyholder. Those persons to whom we've issued certificates are called covered employees. The policy forms a contract between us and the policyholder. We'll provide the insurance described here under the terms, conditions and provisions of that contract. Subject to that contract, each covered employee is insured for the coverage described in this certificate. Please see subsection "Entire Contract."

Coverage

Coverage is subject to terms, conditions, exclusions, limitations, and all other provisions of the policy. As a certificate, this document describes the essential features of the insurance provided by the policy, but does not constitute the actual policy. You may examine the policy at the office of the policyholder during regular business hours.

This certificate replaces and supersedes all certificates and endorsements thereto which we may have previously issued to you prior to the effective date of this certificate.

How to Use This Certificate

This certificate, including its Schedule of Benefits and all endorsements, should be read carefully and completely by you. You should also review this certificate periodically. The provisions of this certificate are interrelated. This means that each provision is subject to all of the other provisions. Therefore, reading just one or two provisions may not give you a clear or full understanding of your coverage under the policy.

Each term used in this certificate has a special meaning. These terms are defined for you in section "Definitions". By understanding these definitions, you will have a clearer and better understanding of your coverage under the policy as described in this certificate by us.

From time to time the policy may be amended by us. When that happens, a new endorsement for this certificate will be sent by us to the policyholder for its delivery to each covered employee. That means your coverage under the policy will change to the extent described in the endorsement, as of the effective date of that endorsement. This certificate should be kept in a safe place for your future reference.

Payment of Benefits

EPIC has the sole and exclusive right to interpret and apply the policy's terms, conditions, limitations, exclusions, and all other provisions of the policy, including, but not limited to, making factual determinations under the policy's provisions, including, but not limited to, whether benefits are payable. At any time, we may, at our sole discretion, give certain discretionary authority to other persons or entities providing administrative services to us in regard to the policy. We reserve the right to change, interpret, modify, remove or add benefits, or terminate the policy, at our sole discretion, without giving prior notice to you, or getting your approval. Other than EPIC, no person or entity has any authority to make any oral changes or amendments to the policy. Please also see section "Waiver and Change."

We may, at our sole discretion, arrange for various persons or entities to provide administrative services in regard to the policy, including claims processing and utilization review management services. Their identity and the nature of the services being provided by them may be changed by us at any time at our sole discretion, and without giving prior notice to you, or getting your approval. By accepting this certificate, you agree to and must cooperate fully with those persons or entities in the performance of their responsibilities.

If the amount of short term disability benefits and/or supplemental short term disability benefits payable to you is based on your salary, we will pay benefits based on the most current salary information provided to us from the policyholder prior to the date of disability and for which premium has been paid.

DEFINITIONS

In this certificate the following terms shall mean:

Active Work/Actively at Work: when an employee is performing all of the full-time duties of his/her principal occupation in his/her job with the policyholder for the required number of hours per week as shown in the policyholder's current EPIC application for coverage, and paid a reasonable wage, as determined by us. These duties must be performed at the policyholder's place of business, except to the extent that the employee must travel to perform his/her duties, or an alternate location if approved by the employer. The employee shall be deemed to be actively at work on: (1) each day of a paid vacation; or (2) a regularly-scheduled non-working day, provided that, in either case, he/she has performed all of the full-time duties of his/her principal occupation in his/her job on a full-time basis on his/her entire last regularly-scheduled work day prior to such date.

Alcoholism: a health condition listed in the latest edition of the International Classification of Disease (ICD-9-CM) within a classification category or code 303 - Alcohol Dependence Syndrome, 304 - Drug Dependence, and 305 - Nondependent abuse of drugs and 291 - Alcohol-induced Mental Disorders or 292 - Drug-Induced Mental Disorders.

Basic Weekly Earnings: your standard amount of pay for a one-week period for your regular job with the policyholder. This does not include: (1) overtime pay; (2) bonuses; (3) commissions; (4) other compensation, including paid sick leave; or (5) any earnings made when working in excess of 40 hours per week.

Certificate: the document issued by us to a covered employee under the policy issued by us to the policyholder. It is not a contract of insurance, but only evidence of coverage, and describes the essential features of the insurance provided by the policy.

Complication of Pregnancy: a health condition needing medical treatment before or after termination of pregnancy. The health condition must be diagnosed as distinct from pregnancy or as caused by it. Examples are: acute nephritis; cardiac decompensation; miscarriage; disease of the vascular, hemopoietic, nervous or endocrine systems; and similar conditions that can't be classified as a distinct complication of pregnancy but are connected with the management of a difficult pregnancy. Also included are: medically necessary cesarean sections; terminated ectopic pregnancy; spontaneous termination that occurs during pregnancy in which a viable birth is impossible; hyperemesis gravidarum; and preeclampsia. Complication of pregnancy does not include: false labor; occasional spotting; rest prescribed during period of pregnancy; elective caesarean section.

Confinement/Confined: the period starting with your admission on an inpatient basis (more than 24 hours) to a hospital or other licensed health care facility for treatment of an illness or injury. Confinement ends with your discharge from the same hospital or other facility. If you are transferred to another hospital or other facility for continued treatment of the same or related illness or injury, it's still just one confinement.

Covered Employee: an employee who meets all of the following requirements: (1) he/she is employed by the policyholder; (2) he/she is eligible for coverage under the policy; (3) he/she has properly enrolled; and (4) he/she is approved by us for coverage under the policy; and for whom we've accepted the appropriate premium paid by the policyholder.

Date of Disability: the date on which you are seen, treated and certified as totally disabled by your attending physician. It does not include the last day you worked unless: (1) you worked less than 1/2 of your normal regularly-scheduled work hours for the policyholder on that day; and (2) you became totally disabled on the same day.

Drug Abuse: a health condition listed in the latest edition of the International Classification of Disease (ICD-9-CM) within a classification category or code 303 - Alcohol Dependence Syndrome, 304 - Drug Dependence, and 305 - Nondependent abuse of drugs and 291 - Alcohol-induced Mental Disorders or 292 - Drug-Induced Mental Disorders.

Employee: see section "Eligible Employee" for employee eligibility.

Enrollment Date: the effective date of coverage under the policy or the first day of the probationary period, if any, as shown in the policyholder's current application for coverage whichever is the earlier. A late enrollee's enrollment date will always be his/her effective date of coverage under the policy.

Enrollment Period: the period beginning immediately following an eligible employee's enrollment date through the 31st day immediately following the end of his/her probationary period, if any.

EPIC: The EPIC Life Insurance Company with its principal office located in Madison, Wisconsin.

Group Master Policy/Policy: the insurance policy issued by us to the employer, trustee, union, association, organization or other entity known as the group policyholder. In it, we agree to insure covered employees of the group policyholder for future losses covered by the policy through benefit payments, subject to the terms, conditions, and provisions of the policy.

Illness or Sickness: a physical illness, alcoholism, drug abuse, a disease, a nervous or mental disorder, complication of pregnancy, or pregnancy if shown in Section 1. d. of the Schedule of Benefits as being applicable, which requires treatment by a physician.

Immediate Family: your spouse, natural child and adopted children, parents, grandparents, brothers and sisters and spouses of such persons.

Injury: an injury you sustain which is the direct result of an accident, independent of disease or bodily infirmity or any other cause and occurs while your coverage is in force under the policy.

Nervous or Mental Disorders: a health condition listed in the latest edition of the International Classification of Disease (ICD-9-CM) within one of the following classification categories or codes: 295 - Schizophrenic Disorders; 296 - Episodic Mood Disorders; 297 - Delusional Disorders; 298 - Other Nonorganic Psychoses; 300 - Anxiety, Dissociative and Somatoform Disorders; 301 - Personality Disorders; 302 - Sexual and Gender Identity Disorders; 306 - Physiological Malfunction Arising From Mental Factors; 307 - Special Symptoms or Syndromes, Not Elsewhere Classified; 308 - Acute Reaction to Stress; 309 - Adjustment Reaction; 311 - Depressive Disorder, Not Elsewhere Classified; 312 - Disturbance of Conduct, Not Elsewhere Classified; 313 - Overanxious Disorder; and 314 - Hyperkinetic Syndrome of Childhood.

Other Income Benefits: the amount of any benefit for loss of income, provided to you, as a result of the period of disability for which you are claiming benefits under the policy. This includes any such benefits for which you are eligible or that are paid to you or to a third party on your behalf, pursuant to any:

- 1. temporary disability benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- 2. governmental law or program that provides disability or unemployment benefit as a result of your job with the employer;
- 3. plan or arrangement of coverage, whether insured or not, or as a result of employment by or association with the employer or as a result of membership in or association with any group, association, union or other organization;
- **4.** individual insurance policy where the premium is wholly or partially paid by the employer;
- 5. mandatory "no-fault" automobile insurance plan;
- disability benefits under: (a) the United States Social Security Act or alternative plan offered by a state or municipal government; (b) the Railroad Retirement Act; (c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or (d) similar plan or act that you, your spouse and children are eligible to receive because of your disability; or
- 7. disability benefits from the Veteran's Administration, or any other foreign or domestic governmental agency: (a) that begins after you become disabled; or (b) if you were receiving the benefit before becoming disabled, the amount of any increase in the benefit that is attributed to your disability.

Other income benefits also means any payments that are made to you, your family, or to a third party on your behalf, pursuant to any:

- 1. disability benefit under the employer's retirement plan;
- 2. permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges of such benefits;
- **3.** portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for your loss of earnings;
- 4. retirement benefit from a retirement plan that is wholly or partially funded by employer contributions, unless: (a) you were receiving it prior to becoming disabled; or (b) you immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement.

Other income benefits will not include the portion, if any, of such retirement benefit that was funded by your after-tax contributions; or

5. retirement benefits under: (a) the United States Social Security Act or alternative plan offered by a state or municipal government; (b) the Railroad Retirement Act; (c) the Canada Pension Plan, the Canada Old Age Security Act; the Quebec Pension Plan or any provincial pension or disability plan; or (d) similar plan or act that you, your spouse and children receive because of your retirement, unless you were receiving them prior to becoming disabled.

If you are paid other income benefits in a lump sum or settlement, you must provide proof satisfactory to us of: (1) the amount attributed to loss of income; and (2) the period of time covered by the lump sum or settlement.

We will pro-rate the lump sum or settlement over this period of time. If you cannot or do not provide this information, we will assume the entire sum to be for loss of income, and the time period to be 24 months. We may make a retroactive allocation of any retroactive other income benefit. A retroactive allocation may result in an overpayment of your claim. Please see subsection "General Right of Recovery".

The amount of any increase in other income benefits will not be included as other income benefits if such increase: (1) takes effect after the date benefits become payable under this policy; and (2) is a general increase which applies to all persons who are entitled to such benefits.

Partial Disability/Partially Disabled: when you are working for the policyholder on a part-time basis as a result of illness, injury because you are unable to perform with reasonable continuity one or more of the material duties of your principal occupation that you regularly perform for the policyholder and are earning less than the percentage shown in Section 1. a. or b., as applicable, of the Schedule of Benefits of your pre-disability Basic Weekly Earnings. Your partial disability must be based on objective medical documentation and you must be under the regular care and treatment of a physician. We have the right to examine you, including having health care providers examine you, as often as we reasonably require for us to determine whether or not you are partially disabled. We will pay for those examinations.

Part-time Basic Weekly Earnings: the portion of Basic Weekly Earnings that you earn while working for the policyholder while partially disabled.

Physical Illness: a disturbance in a function, structure or system of the human body which causes one or more physical signs and/or symptoms and which, if left untreated, will result in deterioration of the health state of the function, structure or system of the human body. Physical illness includes pregnancy and complications of pregnancy. Physical illness does not include alcoholism, drug abuse, or a nervous or mental disorder.

Physician: a person who received a degree in medicine from an accredited college or university and is a medical doctor or surgeon licensed by the state in which he/she is located and provides health care services while he/she is acting within the lawful scope of his/her license. When we are required by law to cover the services of any other licensed medical professional under the policy, a physician also includes such other licensed medical professional who: (1) is licensed by the state in which he/she is located; (2) is acting within the lawful scope of his/her license.

Pre-Disability Earnings: the amount of Basic Weekly Earnings that you are receiving from the policyholder the day prior to the date you are totally disabled, or partially disabled, as determined by us.

Prior Plan: the short term disability insurance carried by the policyholder on the day before the policy effective date.

Regular Care of a Physician: when you are attended by a physician, who is not related to you:

- 1. with medical training and clinical experience suitable to treat your disabling condition; and
- whose treatment is: (a) consistent with the diagnosis of the disabling condition; (b) according to guidelines established by medical, research and rehabilitative organizations; and (c) administered as often as needed, to achieve the maximum medical improvement.

Totally Disabled/Total Disability: when you are unable due to illness or injury to perform the essential functions of any full-time job with the policyholder, as determined by us. You are not totally disabled if you are working on either a full-time or part-time basis for wage or profit for anyone, including working for yourself. You must be under the regular care of a physician. We have the right to examine you, including having health care providers examine you, as often as we reasonably require for us to determine whether or not you are totally disabled. We will pay for those examinations.

We, us, our: The EPIC Life Insurance Company.

You, your: the covered employee.

ELIGIBLE EMPLOYEE

An eligible employee is a person who: (1) is a member of a class shown in the policyholder's current EPIC application for coverage; (2) whose name and related employment information appears on the policyholder's regular payroll records as being a current full-time employee of that employer (excluding employees working on a seasonal or temporary basis); and (3) performs all of the full-time duties of his/her principal occupation in his/her job with the policyholder for at least the minimum number of hours as shown in the policyholder's current EPIC application for coverage.

An employee is eligible for coverage under the policy if he/she: (1) is actively at work and performs all of the duties of his/her principal occupation in his/her job with the policyholder and paid at least the minimum wage required by law for at least the minimum number of hours as shown in the policyholder's current EPIC application for coverage; (2) is actively performing all such duties on the effective date of his/her coverage under the policy; and (3) has completed his/her probationary period, if any, as shown in the policyholder's current EPIC application for coverage.

EFFECTIVE DATE

If application for coverage is properly made on our application form or other documentation approved by us by an eligible employee and the required premium for his/her coverage is submitted to EPIC, the effective date of coverage to be issued under the policy for that eligible employee shall be determined by EPIC as follows:

Initial Enrollees

An initial enrollee is an eligible employee who enrolls during the commencement of the policyholder's initial enrollment period with EPIC. An initial enrollee's effective date shall be the policy's effective date. The eligible employee must be actively at work with the policyholder on his/her effective date of coverage under the policy.

New Entrants

An eligible employee shall become insured as indicated in the policyholder's current application of coverage, if he/she applies for coverage under the policy within 31 days after the completion of his/her probationary period, if any, as shown in the policyholder's current application for coverage. The application must be received by EPIC within the enrollment period. However, if the application is received by us after his/her enrollment period ends, that employee is a late enrollee. Please see "Late Enrollees". below.

The eligible employee must be actively at work with the policyholder on his/her effective date of coverage under the policy.

Late Enrollees

A late enrollee may make written application to us at any time, subject to our health underwriting requirements, including our approval of his/her application and satisfactory evidence of insurability he/she may have to submit to us. If we approve the late enrollee for coverage under the policy, his/her effective date shall be the first day of the calendar month following the date we approve him/her. If we do not approve the person for coverage, we will advise the policyholder that he/she was not accepted by us, and he/she shall not be insured under the policy.

A late enrollee must apply using our application form and pay the required premium for his/her coverage. Benefits are subject to any applicable waiting periods for pre-existing conditions.

However, if an otherwise eligible employee is not actively at work on the date his/her coverage would otherwise become effective under the policy, his/her coverage shall not become effective until the earliest later date he/she is eligible and is actively at work with the policyholder.

ADDING, INCREASING OR CHANGING COVERAGE

Adding, Increasing or Changing Supplemental Coverage

You may add, increase or change your supplemental short term disability benefits by completing an application for coverage. The addition, increase or change will be subject to our health underwriting requirements, including our approval of your application and satisfactory evidence of insurability you may have to submit to us. We will then determine if you are approved for the addition, increase or change under the policy. If you are approved, such addition, increase or change shall be effective the first day of the calendar month following our approval.

Increasing or Changing Voluntary Coverage

You may increase or change your voluntary short term disability benefits by completing an application for coverage. The increase or change will be subject to our health underwriting requirements, including our approval of your application and satisfactory evidence of insurability you may have to submit to us. We will then determine if you are approved for the increase or change under the policy. If you are approved, such increase or change shall be effective the first day of the calendar month following our approval.

BENEFITS

Short Term Disability Benefits

1. Short Term Disability Benefits.

If you become totally disabled after your effective date of coverage and while insured for short term disability benefits under the policy, and such disability causes loss of your basic weekly earnings, we will pay a benefit each week beginning on the day shown in Section 1. e. of the Schedule of Benefits during the continuance of such total disability at the lesser of:

- a. the short term disability benefit amount shown in Section 1. a. of the Schedule of Benefits; or
- **b.** the percentage of your average pre-disability basic weekly earnings shown in Section 1. b. of the Schedule of Benefits.

Benefits are payable up to the maximum number of weeks shown in Section 1. c. of the Schedule of Benefits, or the date you are no longer totally disabled, as determined by us, whichever occurs first.

These benefits apply to your pregnancy if shown in Section 1. d. of the Schedule of Benefits as being applicable.

If on the first day of disability you are confined in a hospital, short term disability benefits will begin as of that date if shown in Section 1. f. of the Schedule of Benefits as being applicable.

The maximum number of weeks for which short term disability benefits are payable will be restored for each new period of your total disability. A new period of total disability begins:

a. when you become totally disabled after you have been back actively at work full-time at your regular job with the policyholder for at least two consecutive weeks since the previous total disability; or

b. when you become totally disabled due to an illness, sickness, or injury not related to any illness, sickness, or injury that caused the previous total disability, and the new total disability begins after you have been back actively at work at your regular job with the policyholder on a full-time basis for at least one full work day.

The short term disability benefit will be reduced by any amount of other income benefits you receive. Please see the definition of "other income benefits" in section "Definitions".

2. Survivor Benefit.

The coverage described in this paragraph 2. applies only if shown as being applicable in Section 1. g. of the Schedule of Benefits.

If you die during the short term disability benefit payment period, we will pay your surviving beneficiary a lump-sum survivor benefit equal to an amount obtained by multiplying the number shown in Section 1. g. of the Schedule of Benefits times your short term disability benefit.

Partial Disability Benefit

The coverage described in this subsection applies only if shown as being applicable in Section 2. of the Schedule of Benefits. Your partial disability benefit will be reduced by 50% of your part-time basic weekly earnings. Your combined maximum partial disability benefit and part-time basic weekly earnings will not exceed 80% of your pre-disability basic weekly earnings.

If you become partially disabled after your effective date of coverage and while insured for partial disability benefits under the policy, and such disability causes loss of your basic weekly earnings, we will pay a benefit each week beginning on the day, if any, shown in Section 1. e. of the Schedule of Benefits.

Supplemental Short Term Disability Benefit

Supplemental short term disability benefits apply only if you have applied for and have been approved by EPIC. The amount of supplemental short term disability coverage is shown in the covered employee's application. The combined supplemental short term disability benefits amount payable under this provision and the short term disability benefits payable under subsection "Short Term Disability Benefits" will not exceed the amount stated in Section 1. b. of the Schedule of Benefits.

Termination of Benefits

We will terminate benefit payment on the first to occur:

- 1. the date you are no longer disabled as defined in the policy;
- 2. the date you fail to furnish proof of loss when requested by us;
- 3. the date you are no longer under the regular care of a physician, or refuse our request that you submit to an examination by a physician;
- 4. the date you fail to provide satisfactory, objective medical proof of continued disability;
- 5. the date you die;
- **6.** the date you reach the maximum weeks payable under the policy;
- 7. the date you refuse to receive recommended treatment that is generally acknowledged by physicians to cure, correct or limit the disabling condition.

EXCLUSIONS

We will not pay benefits for:

- 1. any total disability or partial disability during which you are not under the regular care and attendance of a physician; or
- **2.** any total disability or partial disability due to any loss:
 - **a.** which results, whether a participant is sane or insane, from: (1) an intentionally self-inflicted injury or sickness; or (2) suicide or attempted suicide;
 - **b.** resulting from your participation in a riot or in the commission of a crime;
 - **c.** which results from weight control or any treatment of obesity;
 - **d.** which results from an act of declared war or armed aggression; or
 - e. incurred for which any government body or its agencies are liable, while you are on active duty or training in the Armed Forces, National Guard or Reserves, of any state or country.
- any total or partial disability incurred in connection with any injury or illness that is a result of engaging in any activity for pay or profit or gain, unless 24 hour coverage is shown in Section 1. h. of the Schedule of Benefits as being applicable and you are not entitled to benefits under Workers' Compensation or similar laws, even if you do not choose to claim such benefits.
- 4. any period of time you are also on a paid sick leave from the policyholder or receiving benefits under any other group disability income short term or long term coverage which covers you.
- 5. which benefits were received under other income benefits. Please see definition of Other Income Benefits in section "Definitions."

WAITING PERIODS FOR PRE-EXISTING CONDITIONS

Within the number of months shown in Section 3. a. of the Schedule of Benefits prior to your effective date of coverage under the policy, you may have: (a) had an illness or injury diagnosed; (b) received care, medical services or treatment for an illness or injury; (c) received medical advice for an illness or injury; or (d) had care, medical services or treatment recommended for an illness or injury. If so, short term disability benefits are not payable as a result of that illness or injury and any complications of any such illness or injury until you have been insured under the policy for the number of consecutive months shown in Section 3. b. of the Schedule of Benefits. No short term disability benefits are payable for a loss incurred during the waiting period for any such illness or injury and any complications of any such illness or injury. A pre-existing illness or injury and any complications of any such illness or injury which continues after the expiration of the waiting period is eligible for benefits as provided under the policy.

This paragraph only applies to initial enrollees. If you were covered under the prior plan and that prior plan did not have a waiting period for pre-existing conditions, we'll waive the waiting period described above. If you were covered under the prior plan and that prior plan has a waiting period for pre-existing conditions, we'll shorten your waiting period by the number of days you were continuously covered under the prior plan.

TERMINATION PROVISIONS

Termination of Benefit Payments.

We will terminate benefit payments for a current disability when one or more of the following occur:

- 1. the date you are no longer disabled as defined in the policy;
- 2. the date you fail to furnish proof of loss when requested by us;
- 3. the date you are no longer under the regular care of a physician, or refuse our request that you submit to an examination by a physician; or
- 4. the date you reach the maximum number of weeks shown in Section 1. c. of the Schedule of Benefits.

Termination of Coverage Under the Policy

As determined by us, your coverage under the policy shall end automatically without notice at midnight central standard time at the main office of the policyholder on the earliest of the following dates:

- 1. the date the policy ends;
- 2. the day immediately following the last day of the calendar month for which the premium required for your coverage has been paid to us in accordance with the policy;
- 3. the date you enter into the military service other than for duty of less than 30 days;
- 4. the last day of the calendar month in which you request that your coverage terminate;
- 5. the date you die;
- 6. the date the employee's employment is terminated. For purpose of this subsection and for no other purpose, termination of employment means that person ceases to be actively at work for that employer and no longer is an employee who's a member of an eligible class of employees, as determined by the policyholder using its accurate and complete payroll and related employment records, including the date on which:
 - a. you resign or retire;
 - **b.** you are dismissed, suspended, on strike, locked out or not working because of a work stoppage;
 - c. you are no longer in an eligible class; or
 - **d.** you do not satisfy: (1) the requirements for hours worked; or (2) any other eligibility conditions in the policy. Short term disability benefits are not continued while you are on temporary or seasonal layoff or approved leave of absence.

However if the employee ceases to be an eligible employee as defined in the policy because of disability due to illness or injury as determined by the policyholder, his/her employment may be continued during the continuance of such disability until terminated by the policyholder but that period of employment continuation shall not exceed 12 months. If his/her employment is continued by the policyholder by reason of the person's continuing disability, his/her coverage shall continue for that same period, but the continuation of coverage under these circumstances shall not exceed 12 months.

If such an employee ceases to be active at work for any reason specified in 6. above that employee's insurance may be continued as provided in 6. above only on a basis which shall preclude discrimination against any other employee.

The policyholder must notify us in advance of the effective date of the employee's temporary or seasonal lay-off or approved leave of absence.

PAYMENT OF CLAIMS

How to File Claims

Do not file claims until after the loss has occurred. If claims are filed prior to the loss, they will be returned to you and you will be required to file a new claim.

Before benefits are paid by us, we must be given written proof of claim as described below. In the event of your death or incapacity, your beneficiary or someone else may give us written proof of claim. Benefits payable under the policy will be paid as soon as reasonably possible after we receive the written proof of claim required to be submitted to us by the covered employee in accordance with subsection "Proof of Claim" below. We will decide whether benefits are payable on the claims submitted to us within a reasonable period of time after we receive the written proof of claim described in subsection "Proof of Claim" below, which allows us to make an informed decision as to whether benefits are payable. Any benefits paid by us in accordance with the policy shall fully discharge us from all further liability to the extent of benefits paid.

If there are circumstances which require that we have more time to determine our liability to pay benefits on such claim, we will send you written notice within 30 days of our receipt of such proof of claim, explaining why we need more time to review the charges. In that case, our decision on the claim will then be made within 120 days of our receipt of such proof of claim.

If you want to appeal the denial, such an appeal must be made in accordance with subsection "Claim Review Procedures" below.

If the claim is denied in whole or in part, you will receive a written notice from us with: (1) the specific reason(s) on which denial or partial denial is based; (2) the specific reference(s) to the policy provisions on which denial or partial denial is based; (3) a description of additional material or information which may be necessary for you to perfect your claim and an explanation of why such material or information is necessary; and (4) an explanation of how you may have the claim reviewed by us if you do not agree with our denial or partial denial.

Proof of Claim

- 1. Written proof of your claim includes: (a) the completed claim form required by us; and (b) all other information that we need to determine our liability to pay benefits under the policy, including, but not limited to, medical records and other reports. You should request a claim form from the policyholder or from us. This request should be made within 20 days after a loss occurs or as soon as reasonably possible.
 - When we receive the request, we will send a claim form for filing proof of loss. If we do not send it within 15 days, you can meet the proof of claim requirements by giving us a written statement of what happened. We must receive a written statement within the time shown in 3. below.
- 2. The claim form must be completed by you, the policyholder and the attending physician and returned to the policyholder who in turn should forward it to us. This must be provided within 90 days after the date of disability, but no later than one year from such date.

Examination

We sometimes require that a person be examined by a physician of our choice. These examinations will be at our expense. We will not require more than a reasonable number of examinations.

Beneficiary

At least one beneficiary must be designated on your EPIC application when you apply for coverage under the policy.

You may change a beneficiary at any time by sending us a written request for the change. The written request for change must be sent to our office. No change will become effective unless we receive the request. Any beneficiary change will then be effective on the date you signed the request, unless otherwise specified in the request. If you die before we receive the request, the change will remain effective. If proceeds have been paid prior to our receiving the request at our office, our obligations under the policy will have been

met and we will not be obligated to alter or change the payment. You can not assign the right to designate a beneficiary to a third party.

If you name more than one beneficiary, available benefits, if any, will be divided equally among any surviving beneficiaries, unless otherwise requested by you in your beneficiary designation.

If any beneficiary dies prior to the end of a 15-day period after the date of your death, and proof of claim has not been received by us at our office, payment of available benefits, if any, will be made as if you had survived the beneficiary, unless otherwise requested by you in your beneficiary designation.

If your coverage(s) is reinstated in accordance with the provisions of the policy, the beneficiary shall be the beneficiary of record as of the date of the end of such reinstated coverage(s) unless your written notice of a subsequent beneficiary change has been filed and recorded with us under the policy.

Claim Review Procedures

If you do not agree with the denial of your claim, we will review our decision in accordance with the following procedure:

1. You must file a written appeal and mail it to:

The EPIC Life Insurance Company Attention: Life & Disability Department P.O. Box 8430 Madison, Wisconsin 53708-8430

You must state the specific reasons why you do not agree with the denial. We cannot accept telephone requests for review.

- 2. Upon request, and at no charge, you may obtain reasonable access to, and copies of, all documents, records and information relevant to your claim for benefits.
- 3. Our review will take into account all comments, documents, records and other information submitted that relates to the claim. This would include comments, documents and records and other information that either were not submitted previously or were not considered in the initial benefit decision. The review on appeal will be a "fresh" look at the claim without deference to the denial decision. It will be conducted by a person or committee not involved in the denial decision and who is not a subordinate of, or the members of which are not subordinates of EPIC's supervisory or managerial employee involved in the denial decision.

If your denial was based in whole or in part on a medical judgement, we will consult with a health care professional with training and experience in the relevant medical field. This health care professional may not have been involved with the denial decision, nor be a subordinate of the health care professional who was involved. If we have obtained or will obtain medical or vocational experts in connection with the claim, they will be identified upon the participant's request, regardless of whether we rely on their advice in making any benefit determinations.

- 4. Within 45 days after we receive your written request for review, we will send you a written decision which will contain the specific reasons for our decision and identify the specific policy provisions on which the decision is based.
- 5. In some situations, we may need additional time to make a decision. In that case, before the 45-day period has expired, we will send you a written notice that more time is necessary. Then we have up to an additional 45 days after the first 45-day period has expired (a total of 90 days from the date we received your request for review) to provide you with our decision.

Claim Processing Procedure

Following receipt of a correctly filed disability claim we will advise you of our decision within 45 days of receiving the claim. A correctly filed claim includes receipt of the employer, your statement and attending physicians statement. We determine that the 45-day period begins the date we are in receipt of all completed statements. Any benefits paid under the policy shall fully discharge us from all further liability, to the extent of benefits paid. If benefits are payable under the policy, payment of such benefits shall be made directly to you.

In the event of an incomplete claim or circumstances beyond our control, we will advise you that a 30-day extension is necessary. An incomplete claim is a correctly filed claim that requires additional information such as additional clinical documentation. A second 30-day extension may also be required under some circumstances. In the event an extension is required, we will notify you in writing of the reasons for the extension.

If the claim is denied, you will receive a written notice from us with: (1) the specific reasons for the denial; (2) the specific references to the policy provisions on which the denial is based; (3) a description of additional material or information which may be necessary for you to perfect his/her claim and an explanation of why such material or information is necessary; and (4) an explanation of how you may have the claim reviewed by us if you do not agree with the denial or partial denial.

STANDARD PROVISIONS

Entire Contract

The entire contract between the policyholder and EPIC is made up of the policy, including the policyholder's group application, the policyholder's supplemental applications, if any, the certificate, Schedule of Benefits, all endorsements, if any, your application, and your supplemental applications, if any.

Waiver and Change

Only the president of EPIC can execute a waiver or make a change to the policy. No agent, broker or other person may waive or change any term, condition, exclusion, limitation, or other provision of the policy in any way or extend the time for any premium payment. At our option, EPIC may unilaterally change any term, condition, exclusion, limitation or other provision of the policy if we send written notice to the policyholder at least 30 days in advance of that change. Any change to the policy shall be made by endorsement which is signed by the president of EPIC. Each endorsement shall be binding on the policyholder, each of its covered employees, and EPIC. No error by EPIC, the policyholder, or any covered employee shall invalidate coverage otherwise validly in force, continue or reissue coverage validly terminated, or cause coverage to be issued which otherwise would not be issued by EPIC. Upon our discovery of any error, an equitable adjustment of coverage, payment of benefits, and/or premium shall be made by EPIC at its sole option.

Limitation on Lawsuits and Legal Proceedings

No covered employee shall bring any legal action against us regarding payment of benefits, claims submitted, or any other matter concerning his/her coverage under the policy until the earlier of: (1) 60 days after we've received or waived proof of loss described in section "Payment of Claim" for which that legal action is brought; or (2) the date we deny payment of benefits for the claim for which that legal action is brought. Legal action can be brought earlier by that covered employee only if waiting will result in prejudice against that covered employee. However, the mere fact that the covered employee has to wait until the earlier of the above two dates is not considered prejudicial. No legal action can be brought more than six years after the time we require written proof of claim to be timely submitted to us under the policy. Please see subsection "Proof of Claim."

Right to Autopsy

Where not forbidden by law, we have the right to have an autopsy performed on you if you die while covered under the policy. Such autopsies will be at our expense.

Conformity with Laws of the State

On the effective date of the policy, any term, condition, or provision conflicting with the laws of the state applying to the policy automatically conforms with the minimum requirements of such laws.

General Right of Recovery

If we pay any monies or benefits that are not due or payable under the policy, including, but not limited to, benefits paid in error by us, we have the right to be repaid to the full extent of such overpayment. We shall be repaid to the full extent of such overpayment. We can recover such excess payments from any person, organization or institution to, for, or with respect to whom such monies were paid by us. If we cannot recover such excess payments from any other source, we can recover them from you or any of your dependents. When we request that you pay us an amount of the excess payments, you agree to pay us such amount immediately upon our notification to you. We may, at our option, reduce any future payments for which we are liable under the policy by the amount of the excess payments, in order to recover such payments.

We will reduce such benefits otherwise payable until the excess payments are recovered by us. Our rights of recovery under this subsection are in addition to any rights we have under common law with respect to such overpayment.

Misstatement of Age

Age means your age on your last birthday. If your age has been misstated, your premiums shall be equitably adjusted as determined by us. If the amount of coverage and/or payment of benefits for you would be affected by such misstatement of age, the amount of coverage and/or payment of benefits shall be adjusted to that to which you would have been entitled at your correct age and the premium shall be adjusted based on such adjusted amount of coverage.

Policyholder as Participants' Representative

For any and all purposes regarding this policy, including each covered employee's coverage provided under this policy, the policyholder is not the agent nor representative of EPIC. The policyholder represents only itself and its covered employees insured under the policy. The policyholder, its covered employees, agents and representatives do not represent EPIC, our agents and representatives. The policyholder's agents and representatives are not our agents or representatives and do not represent EPIC, our agents and representatives. EPIC, our agents and representatives are not liable or responsible in any way whatsoever for any act, omission or statement by the policyholder, its covered employees, agents and representatives. In addition, EPIC, our agents and representatives are not agents or representatives of the policyholder, you or any other person.

Changing Classification

Any change in your classification with the policyholder, as indicated on the policyholder's current Employer Group Application, which results in any change of any coverage(s) under the policy will take effect on the first day of the calendar month coinciding with or next following the date we receive notice of the change, provided you are actively at work with the policyholder on that day. If you are not actively at work, the following will apply:

- 1. if the change involves an increase in coverage, the change will not take effect until the day you again are actively at work with the policyholder; or
- 2. if the change involves a decrease in coverage, the change will take effect on the day of the change.

The policyholder is responsible for notifying us of any coverage changes, class or amount by completing the applicable EPIC change form and giving that completed change form to us within 30 days of the change.

Requesting Previously Declined Coverage

An eligible employee may request one or more of the following benefit coverages if shown as being applicable on the policyholder's current Employer Group Application: (1) Short Term Disability Coverage; and/or (2) Supplemental Short Term Disability Coverage; (3) Voluntary Short Term Disability Coverage, if he/she had previously declined the coverage on their Employee Group Application.

The following conditions will apply if you request Short Term Disability Coverage, Supplemental Short Term Disability Coverage, and/or Voluntary Short Term Disability Coverage any time after the 31-day period immediately following the employee's initial date of eligibility as determined by us:

- 1. you must be actively at work with the policyholder on the date of the request;
- 2. you must be under the age 70;
- 3. you will be subject to our health underwriting requirements, including our approval of any evidence of insurability you may need to submit to us.

Any change in your benefit coverage under the policy will take effect on the first day of the calendar month coinciding with or next following the date of change, provided you are actively at work.

Subrogation

You agree that we shall be subrogated to all your rights to the extent of the benefits we provide under the policy. Those rights are hereby assigned to us to that extent. The assigned rights include, but are not limited to, rights against: (1) all persons or organizations, and their insurers, liable or responsible for paying for losses or damages sustained by you; (2) automobile liability insurance coverage; (3) underinsured motorists insurance coverage; (4) uninsured motorists insurance coverage; (5) homeowner liability insurance coverage; (6) medical malpractice insurance coverage; (7) patient compensation funds; and (8) any applicable umbrella insurance coverage.

If a dispute arises between you and us over our subrogation rights or the amount that we're entitled to recover, we have the right to a judicial and jury determination. Such a determination shall be governed by the rules of evidence and in all substantive and procedural respects shall be conducted as is any other civil jury trial.

You shall promptly advise us in writing whenever a claim against any person and/or organization is made on your behalf and shall further provide to us such additional information as is reasonably requested by us. You agree to fully cooperate in protecting our rights against any person and/or organization. You shall not enter into a settlement or compromise arrangement with any person and/or organization without our prior written consent. Entering into any such settlement or arrangement is a breach of this contract; such a breach shall be deemed to prejudice our rights.

THE EPIC LIFE INSURANCE COMPANY WHEN COVERAGE ENDS ENDORSEMENT

In consideration of the premium charged for the group master policy under which EPIC issued the certificate to which this endorsement is attached, that certificate and policy are amended as follows:

Subsection "Termination of Coverage under the Policy" is deleted and replaced by the following:

Termination of Coverage under the Policy

As determined by us, your coverage under the policy shall end automatically without notice at midnight central standard time at the main office of the policyholder on the earliest of the following dates:

- 1. the day immediately following the date the policy ends;
- 2. the day immediately following the last day for which the premium required for your coverage has been paid to us in accordance with the policy;
- 3. the day immediately following the date you enter into the military service other than for duty of less than 30 days;
- 4. the day immediately following the date you request that your coverage terminate;
- 5. the day immediately following the date you die;
- the day immediately following the date the employee's employment is terminated. For purpose of this subsection and for no other purpose, termination of employment means that person ceases to be actively at work for that employer and no longer is an employee who's a member of an eligible class of employees, as determined by the policyholder using its accurate and complete payroll and related employment records, including the date on which:
 - a. you resign or retire;
 - **b.** you are dismissed, suspended, on strike, locked out or not working because of a work stoppage;
 - **c.** you are no longer in an eligible class; or
 - **d.** you do not satisfy: (1) the requirements for hours worked; or (2) any other eligibility conditions in the policy. Short term disability benefits are not continued while you are on temporary or seasonal layoff or approved leave of absence.

However if the employee ceases to be an eligible employee as defined in the policy because of disability due to illness or injury as determined by the policyholder, his/her employment may be continued during the continuance of such disability until terminated by the policyholder but that period of employment continuation shall not exceed 12 months. If his/her employment is continued by the policyholder by reason of the person's continuing disability, his/her coverage shall continue for that same period, but the continuation of coverage under these circumstances shall not exceed 12 months.

If such an employee ceases to be active at work for any reason specified in 6. above that employee's insurance may be continued as provided in 6. above only on a basis which shall preclude discrimination against any other employee.

The policyholder must notify us in advance of the effective date of the employee's temporary or seasonal lay-off or approved leave of absence.

This endorsement shall be effective beginning with the date for which the appropriate premium shall have been paid to and accepted by The EPIC Life Insurance Company. It shall continue in force under the same provisions as govern the policy.

All other terms, provisions and conditions of the entire policy remain unchanged except as stated above.

IN WITNESS WHEREOF, The EPIC Life Insurance Company executed this endorsement.

THE EPIC LIFE INSURANCE COMPANY

Michael F. Hamerlik, President

Michael F. Hamerlik

THE EPIC LIFE INSURANCE COMPANY

AMENDED BENEFITS ENDORSEMENT FOR

SHORT TERM DISABILITY CERTIFICATE

In consideration of the premium charged for the Group Policy under which EPIC issued the Certificate to which this endorsement is attached, that Certificate and the Group Policy is amended as follows.

In Section "DEFINITIONS" the following definition is added:

Adverse Benefit Determination: any denial, reduction, or termination of a benefit or failure to provide or make payment (in whole or in part) for a benefit.

In Section "PAYMENT OF CLAIMS" subsection "How to File Claims", "Claim Review Procedures" and "Claim Processing Procedure" are deleted.

In Section "PAYMENT OF CLAIMS" the following subsections are added:

How to File Claims

You must provide us with written proof of claim. In the event of your death or incapacity, your beneficiary or someone else may give us written proof of claim.

Benefits payable under the policy will be paid as soon as reasonably possible after we receive the written proof of claim required in accordance with subsection "Proof of Claim" below.

Authorized Representatives

You may designate an authorized representative to act on your behalf in pursuing a benefit claim or appeal. The authorization must be made in writing to EPIC on a form approved by us. An assignment of benefits does not constitute a designation of an authorized representative.

Claim Processing Procedure

Following receipt of a written proof of claim, we will advise you of our decision within a reasonable period of time, but no later than 45 days after receiving proof of claim.

This period may be extended by an additional 30 days, if we determine the extension is necessary. Before the end of the initial 45-day period, we will send notification of the extension to indicate the circumstances requiring the extension and the date by which we expect to make a decision.

The review period may be extended for another 30 days, if before the end of the first 30-day extension, we determine a second extension is necessary. Before the end of the first 30-day extension, we will send notification of the additional extension to indicate the circumstances requiring the extension and the date by which we expect to make a decision.

If the reason for the extension is because we do not have enough information to decide the claim, then the notice of extension will describe the required information and you will have at least 45 days from the date the notice is

received to provide the specified information. We will make a decision on the earlier of the date on which you respond or the expiration of the time allowed for submission of the requested information.

Any benefits paid under the policy shall fully discharge us from all further liability, to the extent of benefits paid. If benefits are payable under the policy, payment of such benefits shall be made directly to you.

If the claim is denied, you will receive a written notice of denial with: (1) the specific reasons for the denial; (2) the specific references to the policy provisions on which the denial is based; (3) a description of additional material or information which may be necessary for you to perfect the claim and an explanation of why such material or information is necessary; (4) a description of our review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA section 502(a) following an adverse benefit determination on review, if applicable, including a description of any applicable contractual limitations period, and the calendar date on which the contractual limitations period expires, for the claim that applies to a claimant's right to bring such an action; (5) an explanation of the basis for disagreeing with any disability determination made by: (a) your treating physician, (b) any medical or vocational expert whose advice was obtained on behalf of EPIC in evaluating the claim, or (c) the Social Security Administration, as applicable; and (6) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of all, documents, records, and other information relevant to the claimant's claim for benefits..

If the denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the policy to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request. The notice will also disclose if any internal plan rule, protocol, or similar criterion was relied upon to deny the claim. A copy of the rule, protocol, or other similar criterion will be provided, free of charge, to you upon request. Alternatively, if no such internal rules, protocol, or similar criterion exist, then the notice will include a statement indicating that none exist. Lastly, the notice will be provided in a culturally and linguistically appropriate manner.

If you want to appeal the denial, such an appeal must be made in accordance with subsection "Claim Review Procedures" below.

Claim Review Procedures

If you do not agree with the denial of a claim, we will review our decision in accordance with the following procedure:

1. You must file a written appeal to EPIC within 180 days following receipt of a benefit denial notification. Such written appeal should be mailed to:

The EPIC Life Insurance Company Attention: Claims Department P.O. Box 8430 Madison, Wisconsin 53708-8430

You must state the specific reasons why you do not agree with the denial. We cannot accept telephone requests for review.

- 2. Upon request, and at no charge, you may obtain reasonable access to, and copies of, all documents, records, and information relevant to your claim for benefits.
- 3. Our review will take into account all comments, documents, records, and other information submitted that relates to the claim. This would include comments, documents and records, and other information that either were not submitted previously or were not considered in the initial benefit decision.

The review on appeal will be a fresh look at the claim without deference to the denial decision. It will be conducted by a person or committee not involved in the denial decision and who is not a subordinate of the EPIC employee involved in the initial denial decision.

If your benefit denial was based in whole or in part on a medical judgment, we will consult with a health care professional with training and experience in the relevant medical field. This health care professional engaged for purposes of consultation shall be an individual who is neither an individual who was consulted in connection with the initial denial decision that is subject of the appeal, nor the subordinate of any such individual. If we have obtained or will obtain medical or vocational experts in connection with the claim, they will be identified upon your request, regardless of whether we rely on their advice in making any benefit determinations.

- **4.** We will provide you, free of charge, with a copy of any new or additional evidence considered, relied upon, or generated in connection with the review of your claim. We will provide this information as soon as possible and sufficiently in advance of the date on which a notice of adverse benefit determination on review is required to be provided in order to provide a reasonable opportunity to respond.
- We will provide you, free of charge, with a copy of any new or additional rationale considered or relied upon in connection with the review of the claim. We will provide this information as soon as possible and sufficiently in advance of the date on which a notice of adverse benefit determination on review is required to be provided in order to provide a reasonable opportunity to respond.
- **6.** Within 45 days after we receive your written request for review, we will send you a written decision. If the initial decision is upheld, then the written notice will contain:
 - **a.** The specific reasons for our denial decision;
 - **b.** A reference to the specific policy provisions on which the denial decision is based;
 - **c.** A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits; and
 - **d.** A statement of the claimant's right to bring a civil action under ERISA section 502(a), if applicable, including a description of any applicable contractual limitations period, and the calendar date on which the contractual limitations period expires, for the claim that applies to a claimant's right to bring such an action.
 - **e.** An explanation of the basis for disagreeing with any disability determination made by the: (1) claimant's treating physician, (2) any medical or vocational expert whose advice was obtained on behalf of EPIC in evaluating the claim, or (3) the Social Security Administration, if applicable.
 - f. If the denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Policy to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request. The notice will also disclose if any internal plan rule, protocol, or similar criterion was relied upon to deny the claim. A copy of the rule, protocol, or other similar criterion will be provided, free of charge, to you upon request. Alternatively, if no such internal rules, protocol, or similar criterion exist, then the notice will include a statement indicating that none exist.
 - **g.** The notice will be provided in a culturally and linguistically appropriate manner.

7. In some situations, we may need additional time to make a decision. In that case, before the initial 45-day period has expired, we will send you a written notice that more time is necessary, the reasons for the extension, and the date by which we expect to render a decision. In no event shall such extension exceed a period of 45 days from the end of the initial 45-day period (a total of 90 days from the date we received your request for review) to provide you with our decision.

This endorsement shall be effective beginning with the date for which the appropriate premium shall have been paid to and accepted by EPIC. It shall continue in force under the same provisions as govern the Policy.

All other terms, provisions and conditions of the entire Policy remain unchanged except as stated above.

IN WITNESS WHEREOF, The EPIC Life Insurance Company has executed this endorsement.

THE EPIC LIFE INSURANCE COMPANY

Michael F. Hamerlik, President

Michael F. Hamerlik

THE EPIC LIFE INSURANCE COMPANY

AMENDED BENEFITS ENDORSEMENT FOR

SHORT TERM DISABILITY CERTIFICATE

In consideration of the premium charged for the Group Policy under which EPIC issued the Certificate to which this endorsement is attached, that Certificate and the Group Policy is amended as follows.

The following language will be added:

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.

EPIC Specialty Benefits
The EPIC Life Insurance Company
Customer Service
1717 West Broadway
P.O. Box 8430
Madison, Wisconsin 53708-8430
Toll Free: 1-800-520-5750

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 file a complaint electronically with the **OFFICE OF THE COMMISSIONER OF INSURANCE** at its website at http://oci.wi.gov/, or by contacting:

Office of the Commissioner of Insurance Complaints Department P.O. Box 7873 Madison, WI 53707-7873 1-800-236-8517 608-266-0103

This endorsement shall be effective beginning with the date for which the appropriate premium shall have been paid to and accepted by EPIC. It shall continue in force under the same provisions as govern the Policy.

All other terms, provisions and conditions of the entire Policy remain unchanged except as stated above.

IN WITNESS WHEREOF, The EPIC Life Insurance Company has executed this endorsement.

THE EPIC LIFE INSURANCE COMPANY

Michael F. Hamerlik, President

Michael F. Hamerlik