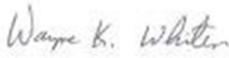




<b>POLICYHOLDER NAME:</b> Truckers Service Association	
<b>POLICYHOLDER ADDRESS:</b> 2271 East Continental Boulevard Suite 210 Southlake, TX 76092	
<b>INSURER NAME:</b> Beazley Insurance Company, Inc.	
<b>INSURER ADDRESS: ADMINISTRATIVE OFFICE</b> c/o The Loomis Company 850 N. Park Road P.O. Box 7011 Wyomissing, PA 19610-6011	
<b>INSURER ADDRESS: NOTICE OF CLAIM</b> c/o The Loomis Company 850 N. Park Road P.O. Box 7011 Wyomissing, PA 19610-6011	
<b>POLICY NUMBER:</b> IB0165	<b>EFFECTIVE DATE:</b> October 1, 2020
<b>DATE OF ISSUE:</b> October 1, 2020	<b>ANNIVERSARY DATE:</b> October 1

In consideration of the Policyholder's application and the timely payment of premiums, Beazley Insurance Company, Inc. (herein called the Company) agrees to pay the benefits of this Policy, subject to all of its terms and conditions.

This Policy is executed by Beazley Insurance Company, Inc. as of its Date of Issue. This Policy will take effect on the effective date shown above, 12:01 a.m. Standard Time at the address of the Policyholder.

  
*Wayne K. Whiten*  
**Secretary**

  
*QAW*  
**President**

**NON-PARTICIPATING GROUP DISABILITY INCOME CERTIFICATE**

**WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information may be guilty of insurance fraud.

**The coverage under this Policy contains an exclusion for pre-existing conditions. Read your Policy carefully.**

**This Policy does not cover disabilities due to an occupational Accident or Sickness.**

**IMPORTANT CANCELLATION INFORMATION – Please read the provision entitled Termination of Insurance**

**This Policy is a contract between the Policyholder and the Company.**

**READ YOUR POLICY CAREFULLY**

---

**TABLE OF CONTENTS**

Schedule of Benefits .....	3
Definitions .....	5
Eligibility and Effective Date .....	9
Disability Benefits.....	10
Limitations .....	12
Exclusions.....	14
Termination of Insurance .....	15
Premium Calculation and Payment .....	16
General Provisions.....	18

---

**SCHEDULE OF BENEFITS**

**PLAN: 1**

**ELIGIBILITY:** ALL PERMANENT MEMBERS, BETWEEN THE AGES OF 18 AND 64,  
WORKING 20 HOURS OR MORE PER WEEK AND ON ACTIVE SERVICE.

**MAXIMUM DISABILITY BENEFIT:** ..... \$400-\$4,000 Monthly

**MAXIMUM COVERED PERCENT OF COMPENSATION:** .....60%

**MINIMUM DISABILITY BENEFIT:**..... \$300 Monthly

**MAXIMUM BENEFIT PERIOD:** ..... 6 Months

**MAXIMUM PARTIAL DISABILITY BENEFIT PERIOD**..... 6 Months

**ELIMINATION PERIOD:**

ACCIDENT: ..... 14 days

SICKNESS: ..... 14 days

**WAITING PERIOD:** ..... 30 days

**PRE-EXISTING CONDITION PERIOD:** ..... 12 Months

**RECURRENT DISABILITY PERIOD:** ..... 6 Months

**RATE GUARANTEE PERIOD:** ..... 1 Year

---

**SCHEDULE OF BENEFITS**

**PLAN: 2**

**ELIGIBILITY:** ALL PERMANENT MEMBERS, BETWEEN THE AGES OF 18 AND 64,  
WORKING 20 HOURS OR MORE PER WEEK AND ON ACTIVE SERVICE.

**MAXIMUM DISABILITY BENEFIT:** ..... \$400-\$4,000 Monthly

**MAXIMUM COVERED PERCENT OF COMPENSATION:** .....60%

**MINIMUM DISABILITY BENEFIT:**..... \$300 Monthly

**MAXIMUM BENEFIT PERIOD:** ..... 12 Months

**MAXIMUM PARTIAL DISABILITY BENEFIT PERIOD**..... 6 Months

**ELIMINATION PERIOD:**

ACCIDENT: ..... 14 days

SICKNESS: ..... 14 days

**WAITING PERIOD:** ..... 30 days

**PRE-EXISTING CONDITION PERIOD:** ..... 12 Months

**RECURRENT DISABILITY PERIOD:** ..... 6 Months

**RATE GUARANTEE PERIOD:**..... 1 Year

---

## **DEFINITIONS**

**ACCIDENT (or Accidental Injury)** means an injury the Insured sustains:

- (1) that is independent of any Sickness;
- (2) over which the Insured has no control;
- (3) that takes place while the Insured's coverage is in force; and
- (4) that is a direct cause of a disability.

If the period of disability begins more than 60 days after an Accident, the disability will be considered to have been caused by a Sickness.

**ACTIVE SERVICE** means that the Insured is:

- (1) performing in the usual manner, all of the Material and Substantial Duties of his or her Own Occupation for the regularly scheduled number of hours on a scheduled work day; and
- (2) the Material and Substantial Duties are being performed at one of the places of business where the Insured normally performs such duties or at some location to which the Insured's employment sends him or her.

The Insured will be said to be on Active Service on a day that is not a scheduled work day only if he or she would be able to perform in the usual manner all of the regular duties of the Insured's employment if it were a scheduled work day.

**CERTIFICATE** means the individual Certificate issued to the Insured. It describes the Insured's coverage under the Policy.

**DISABILITY BENEFIT** means the benefit amount, prior to the application of Limitations, for which the Insured is eligible and for which premium has been paid.

**EARNED INCOME** means the Insured's gross earnings from his or her personal participation in any occupation(s), profession(s) or business(es). If the Insured's Own Occupation involves ownership of any portion of any profession(s) or business(es), including any corporation, Earned Income includes his or her share of the earnings of such profession(s) or business(es) reduced by any amount that is deductible as a business expense for federal income tax purposes. Earned income does not include investment income, deferred compensation or retirement income.

**EFFECTIVE DATE** means the date described in the Policy. The date shown in the Insured's individual Certificate will be the Effective Date of coverage. The Effective Date will start at 12:01 a.m. at the main place of business of the Policyholder.

---

**ELIMINATION PERIOD** means that period of time, as listed in the Schedule, that starts after the Insured's Effective Date of coverage, during which:

- (1) the Insured is Totally Disabled; and
- (2) no Disability Benefits are payable.

**GAINFUL EMPLOYMENT** means the Insured's Own Occupation, as well as any other occupation or professions for which the Insured is reasonably fitted by education, training or experience.

**INSURED** means a person whose coverage has been applied for and is in force under the terms of the Policy.

**MATERIAL AND SUBSTANTIAL DUTIES** means the duties that:

- (1) are normally required for the performance of the Insured's Own Occupation; and
- (2) cannot be reasonably omitted or modified.

**MENTAL ILLNESS** means psychiatric or psychological conditions, regardless of cause, including but not limited to:

- (1) schizophrenia;
- (2) depression;
- (3) manic depressive or bipolar illness;
- (4) anxiety;
- (5) personality disorders; and/or
- (6) adjustment disorders or other conditions, usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs or other similar modalities used in the treatment of the above conditions;

that are a direct cause of a disability.

The term Mental Illness does not apply to dementia, if due to:

- (1) stroke;
- (2) trauma;
- (3) viral infection;
- (4) Alzheimer's disease; or

other such conditions not listed above which are not usually treated by a mental health provider using psychotherapy, psychotropic drugs, or other similar modalities.

**OWN OCCUPATION** means all occupations or professions in which the Insured is regularly engaged for wage or profit at the time he or she becomes disabled. An occupation or

---

profession will be defined as it is normally performed in the national economy instead of how the work tasks are performed for a specific employer or at a specific location.

**PHYSICIAN** means a practitioner of the healing arts who:

- (1) is practicing within the scope of his or her license in the state where so licensed; and
- (2) is not related to the Insured.

**POLICY** means the Policy issued to the Policyholder that covers the Insured.

**POLICYHOLDER** means the association, employer or other organization who holds the Policy, as listed on the first page of this Policy.

**PRE-DISABILITY MONTHLY COMPENSATION** means:

- (1) if the Insured is a salaried employee, the Insured's Earned Income for the month preceding the month in which the Insured's Total Disability began; otherwise
- (2) if the Insured's Earned Income fluctuates from month to month because of commissioned sales, tips, overtime pay or bonus earnings, the greater of:
  - (a) one twelfth (1/12<sup>th</sup>) of the Earned Income for the 12 months preceding the month in which the Insured's Total Disability began; or
  - (b) one twenty-fourth (1/24<sup>th</sup>) of the Earned Income for the 24 months preceding the month in which the Insured's Total Disability began.

**PRE-EXISTING CONDITION** means an Accident or Sickness for which the Insured has:

- (a) had medical treatment; or
- (b) received a diagnosis or advice from a Physician,

during the Pre-Existing Condition Period indicated in the Schedule of Benefits, immediately before the Effective Date of coverage. The term Pre-Existing Condition will also include conditions that are related to such Accident or Sickness.

**RECURRENT DISABILITY** means a disability caused by an Accident or Sickness which is the same as, or related to, the cause of a prior disability for which Disability Benefits were payable under the Policy.

**REGULAR CARE AND ATTENDANCE** means attended by a Physician at least once a month or until the Physician determines the Insured:

- (1) has reached his or her maximum point of recovery; and
- (2) is still Totally Disabled, as defined in Definitions.

---

**SCHEDULE OF BENEFITS (or Schedule)** means the benefit schedule set forth in the Policy or Certificate.

**SICKNESS** means illness or disease that starts while the Insured's coverage is in force and is the direct cause of a disability. Sickness includes pregnancy and any complications of pregnancy, including but not limited to a non-elective cesarean section.

**TOTAL DISABILITY (or Totally Disabled)** means that, as the result of a covered Accident or Sickness, the Insured:

- (1) is unable to perform the Material and Substantial Duties of his or her Own Occupation; and
- (2) is not working in Gainful Employment.

**WAITING PERIOD** means the period of time an Insured must be in Active Service as an employee of the Policyholder, member of the Policyholder, or employee of a member of the Policyholder, before he or she becomes eligible to enroll for coverage under this Policy.

---

## **ELIGIBILITY AND EFFECTIVE DATE**

### **ELIGIBILITY**

All persons who:

- (1) are in Active Service as members of the Policyholder,
- (2) qualify as eligible Insureds as defined in the Policyholder's application; and
- (3) meet the definition of Eligibility as stated in the Schedule,

are eligible to be insured under the Policy. Evidence of insurability acceptable to the Company may be required.

This Policy will allow from time to time, that new eligible Insureds of the Policyholder be added to the eligible classes of Insureds originally insured under the Policy.

### **EFFECTIVE DATE**

The Insured's coverage will take effect on the Effective Date of the Policy if he or she:

- (1) applies in writing on or before said Effective Date;
- (2) meets the Company's underwriting rules; and
- (3) is on Active Service, as defined in Definitions.

subject to the payment of all premiums due.

After the Effective Date of the Policy, the Insured's insurance will take effect on the later of the requested Effective Date or the date the Company approves the written application (subject to the Company's underwriting rules), if the Insured is on Active Service, has met the Waiting Period shown in the Schedule, and premium has been paid.

Employees/members who want to apply for this insurance must apply for coverage that will provide benefits according to the applicable class set out in the Policyholder's application.

If the Insured is not on Active Service, due to an Accident or Sickness when his or her coverage would otherwise take effect, it will take effect on the next premium due date after the date the Insured returns to Active Service. If the Insured is not on Active Service when his or her coverage would otherwise take effect, coverage will take effect on the first day of the calendar month after the date the Insured returns to Active Service, provided that the Insured returns to Active Service within 30 days of the proposed Effective Date. If the absence from Active Service extends beyond 30 calendar days, the Insured must complete a new application for coverage.

Any change in the Policy will apply only to new periods of disability that begin after such date, subject to all the provisions of the Policy.

---

## **DISABILITY BENEFITS**

Disability Benefits will be paid for only one disability when:

- (1) more than one disability exists at the same time; or
- (2) a disability results from two or more causes.

If a Disability Benefit is to be paid for less than a full month, the amount will be reduced pro rata on the basis that one day's benefit equals one-thirtieth (1/30<sup>th</sup>) of the monthly Disability Benefit.

The Company will not pay a benefit for more than one of the following at the same time: Total Disability and Partial Disability.

If the Maximum Benefit Period stated in the Schedule is more than one year in length, the Maximum Benefit Period will be adjusted based on the Insured's age as of the date benefits begin, as follows:

- (1) Subtract the Maximum Benefit Period (number of years) from 70 years, then:
  - (a) If the Insured is younger than this age, benefits will be payable for up to the number of years stated as the Maximum Benefit Period.
  - (b) If the Insured is older than this age, but younger than age 69, benefits will be payable until the Insured attains age 70.
  - (c) If the Insured is age 69 or older, benefits will be payable for up to one year.
- (2) The premium and benefit amount will not change due to a change in the Maximum Benefit Period.

No Disability Benefit will be paid for any period in which the Insured is not under the Regular Care and Attendance of a Physician, whose area of practice is appropriate for the treatment of the Accident or Sickness causing the Insured's disability, based on prevailing medical standards.

### **TOTAL DISABILITY BENEFIT**

A Total Disability Benefit will be paid if the Insured becomes Totally Disabled, while his or her coverage is in force, for the period of Total Disability that continues beyond the Elimination Period.

No such benefits will be paid beyond the Maximum Benefit Period stated in the Schedule.

The Elimination Period and Maximum Benefit Period apply separately to each period of Total Disability.

### **RECURRENT DISABILITY**

A Recurrent Disability will be considered part of the prior disability unless separated by the Insured's return to Active Service for at least the Recurrent Disability Period stated in the Schedule of Benefits.

A disability due to a different or unrelated cause will be considered a new period of disability.

Any disability that begins after termination of coverage will not be considered a Recurrent Disability and will not be covered under the Policy.

---

## **PARTIAL DISABILITY BENEFIT**

A Partial Disability Benefit of up to 50% of the Total Disability Benefit will be paid if the Insured becomes Partially Disabled following a period of Total Disability. However, the sum of the Partial Disability Benefit, the Insured's monthly Earned Income while receiving Partial Disability Benefits, and monthly income from all other sources listed in Limitations Section may not exceed 80% of the Insured's Pre-Disability Monthly Compensation. In this event, the Minimum Disability Benefit, if any, stated on the Schedule will not be payable.

Partial Disability Benefits will be payable beginning the first day following the date Total Disability ends. The Partial Disability Benefit will be payable for the period of Partial Disability up to the Maximum Partial Disability Benefit Period shown in the Schedule. However, the combined period of time for which benefits are payable for Total Disability and Partial Disability may not exceed the Maximum Benefit Period stated in the Schedule.

Payment of the Partial Disability Benefit is subject to the following conditions:

- (1) The Elimination Period for Total Disability must be satisfied and Total Disability Benefits payable.
- (2) The Partial Disability must be the result of the same Accident or Sickness which caused Total Disability.

**PARTIAL DISABILITY (or Partially Disabled)** means that, as the result of a covered Accident or Sickness:

- (1) the Insured is unable to perform one or more of the Material and Substantial Duties of his or her Own Occupation, or is able to perform all of the Material and Substantial Duties of his or her Own Occupation for no more than 80% of his or her regularly scheduled number of hours;
- (2) the Insured is not working in his or her Own Occupation;
- (3) the Insured is employed in another occupation; and
- (4) the Insured's monthly Earned Income is less than 80% of his or her Pre-Disability Monthly Compensation.

## **DISABILITIES OCCURRING OUTSIDE THE UNITED STATES OR TERRITORIES OF THE UNITED STATES:**

If the Insured becomes Totally Disabled outside the United States or territories of the United States, Disability Benefits due to the Insured will be limited to the lesser of:

- (1) 2 Months; or
- (2) the Maximum Benefit Period specified in the Schedule of Benefits.

To continue to receive any additional Benefit Payments due Insured, he or she must reside in the United States or a territory of the United States for the duration of the period of Total Disability.

---

## LIMITATIONS

### **OTHER INCOME**

The Disability Benefits paid to the Insured will be reduced by the payments the Insured is entitled to receive from:

- (1) group insurance coverage or like coverage for persons in a group;
- (2) Federal Social Security Act (this includes benefits paid to the Insured and his or her dependents on account of the Insured's disability);
- (3) Federal Old Age Benefits under the Federal Social Security Act on the Insured's own behalf;
- (4) salary or wage continuance plans such as accrued sick leave or paid personal time used as sick leave, paid for by the Policyholder or the Insured's employer which extend beyond the Elimination Period stated in the Schedule;
- (5) Governmental or other retirement system as a result of the Insured's employment, whether due to disability, normal retirement or voluntary election of retirement benefits;
- (6) Workers Compensation, Employers' Liability or similar law;
- (7) a State disability plan; and
- (8) pension plan to which the Policyholder or the Insured's employer contributes or makes payroll deductions.

If it appears that the Insured is entitled to any of the above income sources (this includes benefits payable to the Insured and to his or her dependents), unless the Insured shows proof to the Company that payments under these applicable programs or acts have been applied for, but will not be paid, the Company:

- (1) will assume the Insured is receiving such payments; and
- (2) may require the Insured to reapply (but not more frequently than annually) once a denial of benefits has been received from any of the above sources, and appeals have been pursued. Failure to reapply for benefits when required by the Company will result in the Company's estimation of payment by those sources.

Benefits will not be reduced due to a cost of living increase in Social Security if the increase takes place while benefits are payable under the Policy.

With respect to any and all of the above sources, if lump sum payment is received by the Insured or his or her dependents for a period previously paid by the Company, any resulting overpayment by the Company will be due the Company on a lump sum basis.

If the Insured has the option of taking retirement benefits on a monthly basis, but choose to receive retirement benefits on a lump sum basis, the Company may assume the Insured is receiving retirement benefits based upon the lowest monthly retirement plan benefit available to the Insured prior to lump sum withdrawal.

In no event shall a reduction in Disability Benefits be made due to eligibility or receipt of retirement benefits resulting from employment other than the employment through which the Disability Benefits were made available.

Unless stated otherwise, the Disability Benefit payable will be no less than the Minimum Disability Benefit amount set out in the Schedule.

---

### **PRE-EXISTING CONDITION LIMITATION**

There will be no Disability Benefit payable for a Total Disability caused or contributed to by, or resulting from a Pre-Existing Condition during the first 12 months of coverage.

If the Insured was covered under the prior carrier's group disability policy at the date of change in coverage to a group disability policy provided by the Company, and was not subject to a Pre-Existing Condition limitation under the prior carrier's policy, there shall be no Pre-Existing Condition limitation under the Company's policy. However, if the Insured was subject to a Pre-Existing Condition limitation under the prior carrier's policy, credit will be given toward satisfaction of the Pre-Existing Condition limitation of the Company's policy for that period of time that the Insured was continuously covered under the prior carrier's policy.

Any increase in the amount of the Insured's Disability Benefit which exceeds an annual increase of \$200.00 will be subject to this Pre-Existing Condition Limitation, beginning on the Effective Date of the increase.

---

## **EXCLUSIONS**

The Policy does not provide benefits for any disability that results from:

- (1) an act of war, declared or undeclared;
- (2) active participation in a riot, civil commotion, civil disobedience or unlawful assembly;
- (3) Accident sustained or Sickness contracted while in the service of the armed forces of any country (Upon notice to the Company of the Insured's entry into such service, unearned premium for any period in which the Insured is not covered due to active military duty status will be refunded on a pro rata basis);
- (4) committing a felony;
- (5) air travel, except as a fare-paying passenger on a commercial airline;
- (6) taking part in a contest of speed, parachuting or hang gliding;
- (7) participation in a sport for compensation or profit;
- (8) elective surgery (with the exception of organ donation) or cosmetic surgery, unless due to a covered Accident or Sickness;
- (9) an Accident or Sickness for which the Insured receives benefits under Workers Compensation or similar coverage or for which the Insured would receive benefits under Workers Compensation if the employer had enrolled the Insured for such coverage and the Insured and employer had cooperated in filing a claim under that coverage;]
- (10) the Insured being intoxicated or under the influence of any narcotic unless the narcotic is administered on the advice of a Physician;] or
- (11) intentionally self-inflicted injury or suicide attempt while sane.

No benefits are payable during any period in which the Insured is incarcerated or under house arrest.

The suspension, revocation or surrender of a professional or occupational license or certificate does not constitute a disability.

---

## **TERMINATION OF INSURANCE**

The Insured's coverage will end on the earliest of:

- (1) the date the Insured does not qualify as an Insured;
- (2) the date the Insured retires;
- (3) the date the Insured ceases to be on Active Service as defined in Definitions;
- (4) the end of the last period for which premium has been paid; or
- (5) the date the Policy is discontinued.

If:

- (1) the Insured's coverage ends as a result of his or her termination of Active Service;
- (2) such termination is caused by an Accident or Sickness for which Disability Benefits would be payable; and
- (3) Total Disability is established prior to the termination of Active Service,

then Disability Benefits will be paid as if such termination had not occurred, and the terms of any Waiver of Premium provision will apply.

The Company or the Policyholder may end the Policy on any date by written notice mailed or delivered. If the Company ends the Policy for a reason other than non-payment of premium, the termination becomes effective on the later of the date stated in the notice or forty-five (45) days after the Company mails or delivers the written notice of such termination. If any portion of the premium due is not paid, the Policy will terminate in accordance with the Grace Period provision. If the Policyholder ends the Policy, the termination becomes effective on the later of the date stated in the notice or the date the Company receives the written notice of such termination. If the Policy is ended, the Company will promptly refund any unearned premium, or the Policyholder will promptly pay any earned premium which has not yet been paid. Any unearned and earned premium will be calculated on a pro-rata basis.

Except for non-payment of premium or failure to meet the Company's underwriting standards, the Company may not terminate the Policy prior to the first anniversary date of the effective date of the Policy.

Termination of the Policy will have no effect on payment of Disability Benefits for a Total Disability which begins before the Policy is terminated.

---

## **PREMIUM CALCULATION AND PAYMENT**

Premiums will be computed in accordance with the rates in effect on the Premium due date. An Insured's premium will change on the first Policy Anniversary Date on or after the date the Insured enters a new class due to age. The total premium for the Policy is the sum of premiums for all Insureds.

The first premium is due on or before the Effective Date of the Insured's coverage. Premiums after the first are due at the end of the period for which the preceding premium was paid.

The Policyholder is responsible for paying all premiums. However, the premiums may be paid by any other party according to a mutual agreement among the other party, the Policyholder and the Company.

Premiums may be paid to:

- (1) the Company's Home Office; or
- (2) the Company's authorized agent.

Payment of premium for a period before it is due will not guarantee that the insurance will remain in that effect for that period.

The rates may be changed once the Rate Guarantee Period listed in the Schedule has elapsed after the Effective Date of the Policy or on any Premium due date after that. Any subsequent rate changes will not be made more frequently than once every twelve (12) months. No such change in premium will be made unless 60 days prior notice is given to the Policyholder.

The rates may change prior to the time frames outlined above, however, for reasons that affect the insured risk, which include:

- (1) a change in benefits;
- (2) a new law or change in any existing law that affects the Policy; or
- (3) a material change in the composition or size of the Insureds covered under the Policy.

### **GRACE PERIOD**

A grace period of thirty-one (31) days will be allowed for each premium payment after the first premium. Coverage will remain in effect during the grace period. The coverage under the Policy will terminate at the end of the grace period if the premium has not been paid. The Policyholder must still pay all unpaid premium. This includes the premium due for the grace period. No grace period is provided after the Policyholder has given notice of intent to end the Policy.

### **WAIVER OF PREMIUM**

If the Insured becomes Totally Disabled due to a covered Accident or Sickness, his or her insurance will be continued without payment of premium. Waiver of Premium will begin the next premium due date following the earlier of:

- (1) the Insured's satisfaction of the Elimination Period; or
- (2) three (3) months of continuous Total Disability,

provided premium has been paid from the beginning of Total Disability to the date Waiver of

---

Premium begins. Waiver of Premium will continue until the earliest of:

- (1) the end of the Insured's Total Disability; or
- (2) the end of the Maximum Benefit Period.

---

## **GENERAL PROVISIONS**

**ENTIRE CONTRACT-CHANGES:** The entire contract shall include:

- (1) the Policy;
- (2) the application of the Policyholder;
- (3) the Certificates;
- (4) the Insured's application, if any, attached to the Certificate; and
- (5) all riders, endorsements and amendments.

The terms of the Policy can be changed only by rider, endorsement or amendment signed by an executive officer of the Company. Any amendment that reduces or eliminates coverage must be requested in writing or signed by the Policyholder. No agent may change the Policy or waive its provisions.

**TIME LIMIT ON CERTAIN DEFENSES:** Except in the case of fraud, after two (2) years from the Effective Date of the Insured's coverage, no statements in the application can be used to:

- (1) avoid the coverage; or
- (2) deny a claim for loss incurred or disability (as defined in the Policy) that starts after such two-year period.

**NOTICE OF CLAIM:** Written notice of claim must be given to the Company at the address listed on the first page of this Policy, or to the Company's designee. Such notice should be made within thirty (30) days after any loss covered by the Policy. If it is not reasonably possible to give notice within that time, the claim may not be denied or reduced due to the delay.

**CLAIM FORMS:** The Company shall furnish to the Insured such forms as are usually furnished by it for filing proof of loss. If such forms are not furnished before the expiration of fifteen (15) days after the Company receives notice of any claim under the Policy, the Insured shall be deemed to have complied with the requirements of the Policy as to proof of loss upon submitting, within the time stated in the Proof of Loss Provision, written proof covering the occurrence, character, and extent of the loss for which claim is made.

**PROOF OF LOSS:** In case of claim for loss of time for disability, written proof of loss must be furnished to the Company within 180 days after the commencement of the period for which the Company is liable. Subsequent written proofs of the continuance of such disability must be furnished to the Company at such intervals as the Company may reasonably require. In the case of claim for any other loss, written proof of such loss must be furnished to the Company within 180 days after the date of such loss. Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it was not reasonably possible to furnish such proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

---

**TIME OF PAYMENT OF CLAIMS:** All accrued benefits for loss for which the Policy provides periodic payment will be paid each month, subject to written proof of loss. Any balance not paid when liability ends will be paid immediately upon receipt of written proof. Benefits for any other covered loss will be paid as soon as the Company receives written proof of such loss.

**PAYMENT OF BENEFITS:** All benefits will be paid to the Insured. Accrued benefits that are not paid at the Insured's death will be paid to the Insured's beneficiary or estate. If a benefit is to be paid to the Insured's estate, or to the Insured and he or she is not competent to give a valid release, the Company may pay up to \$1,000 of such benefit to one of the Insured's relatives who is deemed by the Company to be justly entitled to it. Such payment, made in good faith, fully discharges the Company to the extent of the payment.

**PHYSICAL EXAMINATION:** The Company has the right to have the Insured examined as often as is reasonably necessary while a claim is pending. The Company will pay for such examination.

**RECORDS AUTHORIZATION:** In the event of a claim, an Insured may be required to provide the Company written, unaltered authorization to obtain medical, financial, vocational, occupational and governmental information required to calculate Disability Benefits payable. The Insured must provide us with such authorization as often as The Company requires, in order that it remain current. Failure to provide such authorization may delay, suspend or terminate the Insured's benefits.

**LEGAL ACTION:** No legal action may be brought to recover under the Policy:

- (1) within sixty (60) days after written proof of loss has been furnished as required; or
- (2) more than three (3) years from the time written proof of loss is required to be furnished.

**CERTIFICATES:** An individual Certificate will be issued for delivery to the Insured. The Certificate will describe:

- (1) the benefits under the Policy;
- (2) to whom benefits will be paid; and
- (3) the limitations and terms of the Policy.

If more than one Certificate is issued under the Policy to the Insured, only the last one issued will be in effect.

If there is a conflict between the Policy and the Certificate, the Policy will control.

**MISSTATEMENT OF AGE:** If the Insured's age has been misstated, the Insured's true age will be used to determine all amounts to be paid for loss incurred by the Insured.

**INCONTESTABILITY:** All statements made by the Policyholder to obtain this Policy are considered representations and not warranties.

---

No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy unless a copy of the instrument containing the statement is, or has been, furnished to the Policyholder. After two years from the Effective Date, no such statement will cause this Policy to be contested except for fraud.

All statements made by an Insured are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is, or has been, furnished to the Insured. In the event of an Insured's death or incapacity, his or her applicable representative shall be given a copy.

After two years from an Insured's Effective Date of coverage, or from the Effective Date of increased benefits, no such statement will cause the coverage or the increased benefits to be contested except for fraud.

**CONFORMITY WITH STATE LAWS:** A provision of the Policy that conflicts with a law of the state of issue is hereby changed to meet the minimum standards of that law.

**REIMBURSEMENT OF OVERPAYMENT:** The benefits payable under this Policy will be adjusted by other sources of income listed in the Limitations Section. If any income from a source stated in the Limitations Section is received or granted retroactively, the Insured will be responsible for reimbursing the Company for any resulting overpayment. The insured will also be responsible for reimbursing the Company for any overpayment resulting from fraud or an error in claim processing made by the Insured, the Company or the plan administrator. Reimbursement will be only to the extent of the overpayment involved, and such reimbursement will be required in one lump sum payment at the time the Insured receives the award.

**IMPORTANT NOTICE:** For questions regarding this Policy, please contact the Company at the administrative office listed on first page of this Policy. The Company may also be contacted by telephone at 1-866-218-6020.



**DISABILITY INCOME SCHEDULE OF BENEFITS AMENDATORY ENDORSEMENT**

This endorsement is attached to and made part of the Policy effective October 1, 2020.

This endorsement modifies insurance provided under the following:

**GROUP DISABILITY INCOME INSURANCE POLICY**

The **Eligibility** provision of the **SCHEDULE OF BENEFITS** is replaced by the following:

**ELIGIBILITY:** ALL PERMANENT MEMBERS, BETWEEN THE AGES OF 18 AND 69, WORKING 20 HOURS OR MORE PER WEEK AND ON ACTIVE SERVICE.

All other terms, conditions and exclusions of the Policy remain unchanged. This Endorsement is executed by Beazley Insurance Company, Inc.

A handwritten signature in cursive script that reads "Wayne K. Whitten".

*Secretary*

A handwritten signature in cursive script that reads "QAM".

*President*