Group
Long Term Disability Insurance

Designed for Employees of

MFY Legal Services, Inc.

by

CNA
INSURANCE IN TOUCH WITH YOUR WORLD
Having issued Group Policy No. SR-83130032
to
MFY Legal Services, Inc.
(herein called the Employer)

CERTIFICATE OF INSURANCE
CERTIFIES that You are insured provided that You qualify under the ELIGIBILITY provision, become insured and remain insured in accordance with the terms of the Policy. Your insurance is subject to all the definitions, limitations and conditions of the Policy. It takes effect on the effective date indicated in the EFFECTIVE DATE provision. This certificate, however, is not the Policy. It is merely evidence of insurance provided under the Policy. The Policy can be amended by mutual consent between the Employer and Us.

This certificate replaces and cancels any other certificate previously issued to You under the Policy.

Signed for the Continental Casualty Company

Chairman of the Board

Group Long Term Disability Certificate

SBDI-C
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**Note:** All terms in *italics* are listed and defined in the Definitions section or within the certificate itself.
**SCHEDULE OF BENEFITS**

**Effective as of: January 1, 2003**

**Employer:** MFY Legal Services, Inc.

**Policy Number:** SR-83130032

**Effective Date:** January 1, 2003

**Eligibility:**

All full-time employees working in the United States of America who are *Actively at Work* for the Employer and who have completed the waiting period required by the Employer.

A ‘full-time’ employee is one who regularly works a minimum of 28 hours per week for the Employer. Part-time, seasonal and temporary employees are not eligible.

**Waiting Period:** None

**Elimination Period:**

- 180 Days
- 180 Days with respect to the Catastrophic Disability Benefit

**LTD Monthly Benefit:**

60% of *Monthly Earnings* to a maximum benefit of $6,000 per month subject to reduction by deductible sources of income or *Disability Earnings*.

**Social Security Offset Method:** Family Social Security

**Employer Contribution:** 100% of premium

<table>
<thead>
<tr>
<th>Age at Disability</th>
<th>Maximum Period Payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Age 61 or younger</td>
<td>To Retirement Age*</td>
</tr>
<tr>
<td>Age 62</td>
<td>42 months or to Retirement Age*, whichever is longer</td>
</tr>
<tr>
<td>Age 63</td>
<td>36 months or to Retirement Age*, whichever is longer</td>
</tr>
<tr>
<td>Age 64</td>
<td>30 months or to Retirement Age*, whichever is longer</td>
</tr>
<tr>
<td>Age 65</td>
<td>24 months or to Retirement Age*, whichever is longer</td>
</tr>
<tr>
<td>Age 66</td>
<td>21 months or to Retirement Age*, whichever is longer</td>
</tr>
<tr>
<td>Age 67</td>
<td>18 months or to Retirement Age*, whichever is longer</td>
</tr>
<tr>
<td>Age 68</td>
<td>15 months or to Retirement Age*, whichever is longer</td>
</tr>
<tr>
<td>Age 69 or over</td>
<td>12 months</td>
</tr>
</tbody>
</table>

**SOCIAL SECURITY NORMAL RETIREMENT AGES**

Based on the 1983 amendment to the Social Security Act, the following are normal retirement ages by date of birth:

<table>
<thead>
<tr>
<th>Year of Birth</th>
<th>Social Security Normal Retirement Age</th>
</tr>
</thead>
<tbody>
<tr>
<td>1937 or earlier</td>
<td>65 years</td>
</tr>
<tr>
<td>1938</td>
<td>65 years, 2 months</td>
</tr>
<tr>
<td>1939</td>
<td>65 years, 4 months</td>
</tr>
<tr>
<td>1940</td>
<td>65 years, 6 months</td>
</tr>
<tr>
<td>1941</td>
<td>65 years, 8 months</td>
</tr>
<tr>
<td>1942</td>
<td>65 years, 10 months</td>
</tr>
<tr>
<td>1943 – 1954</td>
<td>66 years</td>
</tr>
<tr>
<td>1955</td>
<td>66 years, 2 months</td>
</tr>
<tr>
<td>1956</td>
<td>66 years, 4 months</td>
</tr>
<tr>
<td>1957</td>
<td>66 years, 6 months</td>
</tr>
<tr>
<td>1958</td>
<td>66 years, 8 months</td>
</tr>
<tr>
<td>1959</td>
<td>66 years, 10 months</td>
</tr>
<tr>
<td>1960 or later</td>
<td>67 years</td>
</tr>
</tbody>
</table>

**Catastrophic Disability Benefit:** 12 months
OTHER FEATURES

The following other features are included:

- Waiver of Premium
- Work Incentive Benefit
- Enhanced Work Incentive Benefit
- Minimum Benefit
- Recurrent Disability
- FMLA Coverage Extension
- Conversion Option
- Survivor Benefit
- Day Care Benefit
- Vocational Rehabilitation Service
- Social Security Assistance
- Catastrophic Disability Benefit
  - Caregiver Respite Benefit
  - Caregiver Training Benefit
  - Emergency Alert System Benefit
- Presumptive Disability Benefit
- Continuity of Coverage

THIS SCHEDULE OF BENEFITS CANCELS AND REPLACES ALL OTHER SCHEDULES PREVIOUSLY ISSUED TO YOU UNDER THE POLICY. IT OUTLINES THE POLICY FEATURES. THE FOLLOWING PAGES PROVIDE A COMPLETE DESCRIPTION OF THE PROVISIONS OF YOUR CERTIFICATE.
ELIGIBILITY AND EFFECTIVE DATES

Are You eligible for this insurance?

All full-time employees working in the United States of America who are Actively at Work for the Employer and who have completed the waiting period required by the Employer.

A 'full-time' employee is one who regularly works a minimum of 28 hours per week for the Employer. Part-time, seasonal and temporary employees are not eligible.

The waiting period is stated in the Schedule of Benefits.

When does Your insurance become effective?

If You are eligible as of the Policy Effective Date, Your insurance shall take effect on such Date. If You become eligible after the Policy Effective Date, Your insurance shall become effective on the date You become eligible.

If, because of Injury or Sickness, You are eligible but not Actively at Work on the date the insurance would otherwise take effect, it will take effect on the day You return to Active Work.

Who pays for Your coverage?

Your Employer pays the entire cost of Your coverage.

Is premium payable while You receive benefits?

We will waive premium for You during a period of Disability for which the LTD Monthly Benefit is payable under the Policy. Premium payment is required during Your Elimination Period or any other period when the LTD Monthly Benefit is not payable under the Policy.

What happens if We are replacing an existing contract?

Effect on Actively at Work Provision

If You were insured under the Prior Policy on the day before the Policy Effective Date, You may be covered by the Policy even if You fail to satisfy the Actively at Work requirement as stated in the Are You eligible for this insurance? provision. You will receive credit for time covered under the Prior Policy. This credit will be applied toward satisfaction of service waiting periods, Elimination Periods or any other periods of the same or similar provisions under the Policy.

Effect on Benefits

If You do not satisfy the Actively at Work requirement, You may still be eligible for benefits under the Policy as follows:

The benefits payable under the Policy will be the benefit which would have been payable under the terms of the Prior Policy if it had remained in force. The benefits payable under the Policy will be reduced by any benefits paid under the Prior Policy for the same Disability.

Benefits will end on the earliest of the following:

1) the date that benefits would terminate in accordance with the provisions of the Policy; or
2) the date that benefits would terminate under the Prior Policy if it had remained in force.

The Prior Policy is the group disability insurance policy issued to the Employer by GE Financial Assurance Co. whose coverage terminated as of the Policy Effective Date.

Effect on Pre-existing Conditions

You will receive credit toward satisfaction of the Pre-existing Condition time periods under the Policy for the time You were covered under the Prior Policy. If, after applying the time covered under the Prior Policy, Your Disability is due to a Pre-existing Condition, benefits shall be the lesser of:

1) the benefits payable under the Policy; or
2) the benefits that would have been payable under the Prior Policy if it had remained in force, taking into account the Pre-existing Condition provision, if any, of the Prior Policy.
LONG TERM DISABILITY BENEFITS

How do We define Disability?

Disability or Disabled means that You satisfy the Occupation Qualifier or the Earnings Qualifier as defined below.

Occupation Qualifier

Disability means that during the Elimination Period and the following 24 months, Injury or Sickness causes physical or mental impairment to such a degree of severity that You are:

1) continuously unable to perform the Material and Substantial Duties of Your Regular Occupation; and
2) not Gainfully Employed.

After the LTD Monthly Benefit has been payable for 24 months, Disability means that Injury or Sickness causes physical or mental impairment to such a degree of severity that You are:

1) continuously unable to engage in any occupation for which You are or become qualified by education, training or experience; and
2) not Gainfully Employed.

Earnings Qualifier

You may be considered Disabled during and after the Elimination Period in any month in which You are Gainfully Employed, if an Injury or Sickness is causing physical or mental impairment to such a degree of severity that You are unable to earn more than 80% of Your Monthly Earnings in any occupation for which You are qualified by education, training or experience. On each anniversary of Your Disability, We will increase the Monthly Earnings by the lesser of the current annual percentage increase in CPI-W, or 10%.

You are not considered to be Disabled if You are able to earn more than 80% of Your Monthly Earnings. Salary, wages, partnership or proprietorship draw, commissions, bonuses, or similar pay, and any other income You receive or are entitled to receive will be included. Sick pay and salary continuance payments will not be included. Any lump sum payment will be prorated, based on the time over which it accrued or the period for which it was paid.

Loss of Professional License or Certification

If You require a professional license or certification for Your occupation, loss of that professional license or certification does not in and of itself constitute Disability under the Occupation Qualifier or the Earnings Qualifier.

What is the Elimination Period and how is it satisfied?

The Elimination Period begins on the day You become Disabled. It is a period of continuous Disability which must be satisfied before You are eligible to receive benefits from Us. You must be continuously Disabled through Your Elimination Period.

If You temporarily recover and return to work, We will treat Your Disability as continuous if You return to work for a period of less than one-half the Elimination Period as shown in the Schedule of Benefits not to exceed 90 days. The days that You are not Disabled will not count toward Your Elimination Period.

Any increases You receive in Monthly Earnings during Your return to work period will not be taken into consideration when calculating Your LTD Monthly Benefit.

If You return to work for a period greater than one-half the Elimination Period, or 90 days, whichever is less, and become Disabled again, You will have to begin a new Elimination Period.

Can You satisfy Your Elimination Period if You are working?

You can satisfy Your Elimination Period if You are working, provided You meet the definition of Disability.
What Disability Benefit are You eligible to receive?

If You are Disabled, You are eligible to receive one of the following at any given time:

1) an LTD Monthly Benefit;
2) a Work Incentive Benefit; or
3) an Enhanced Work Incentive Benefit.

While You are Disabled, You might be eligible to receive one or the other of the above, but You cannot receive more than one of these benefits at the same time.

What is Your LTD Monthly Benefit and how is it calculated?

Your LTD Monthly Benefit will be based on Your Monthly Earnings as reported to Us by Your Employer and for which premium has been paid.

An LTD Monthly Benefit will be provided after the end of the Elimination Period if You are Disabled according to the Occupation Qualifier provision.

We will calculate Your Gross LTD Monthly Benefit amount as follows:

1) Multiply Your Monthly Earnings by 60%.
2) The maximum Gross LTD Monthly Benefit is $6,000.
3) Compare the answers from Item 1 and Item 2. The lesser of these two amounts is Your Gross LTD Monthly Benefit.
4) Subtract the Deductible Sources of Income from Your Gross LTD Monthly Benefit. The resulting figure is Your Net LTD Monthly Benefit.

If a benefit is payable for less than one month, it will be paid on the basis of 1/30th of the Net LTD Monthly Benefit for each day of Disability.

How do We define Earnings?

Monthly Earnings equals the monthly wage or salary that You were receiving from Your Employer on the Date of Disability. It includes:

1) employee contributions made through a salary reduction agreement with Your Employer to an IRC Section 401(k), 403(b), 501(c)(3), 457 deferred compensation plan, or any other qualified or non-qualified employee Retirement Plan or deferred compensation arrangement; and
2) amounts contributed to Your fringe benefits according to a salary reduction arrangement under an IRC Section 125 plan.

It does not include:
1) commissions;
2) bonuses;
3) overtime pay;
4) Your Employer’s contribution on Your behalf to a Retirement Plan or deferred compensation arrangement; or any other extra compensation.
What are the Deductible Sources of Income?

1) Disability benefits paid under:
   a) The Social Security Act, including any amounts for which Your dependents may qualify because of Your Disability;
   b) Any Workers Compensation or Occupational Disease Act or Law, or any other law which provides compensation for an occupational Injury or Sickness;
   c) Occupational accident coverage provided by or through the Employer;
   d) Any Statutory Disability Benefit Law;
   e) The Railroad Retirement Act;
   f) The Canada Pension Plan, Quebec Pension Plan, or any other similar disability or pension plan or act;
   g) The Canada Old Age Security Act;
   h) Any Public Employee Retirement System Plan, or any State Teachers’ Retirement System Plan, or any plan provided as an alternative to any of the above acts or plans.

2) Disability benefits paid under:
   a) Any group insurance plan provided by or through the Employer, and
   b) Any salary continuance plan provided by or through the Employer.

3) Retirement benefits paid under the Social Security Act including any amounts for which Your dependents may qualify because of Your retirement;

4) Retirement and Disability benefits paid under a Retirement Plan provided by the Employer if elected by You except for amounts attributable to Your contributions or benefits which reduce the amount of Your accrued annuity or pension benefits then funded;

5) Disability benefits paid under any No Fault Auto Motor Vehicle coverage.

Proration of Lump Sum Awards

If any benefit described above is paid in a single sum through compromise settlement or as an advance on future liability, We will determine the amount of reduction to Your Gross LTD Monthly Benefit as follows:

1) We will divide the amount paid by the number of months for which the settlement or advance was provided; or

2) If the number of months for which the settlement or advance is made is not known, We will divide the amount of the settlement or advance by the expected remaining number of months for which We will provide benefits for Your Disability based on the Proof of Disability which We have, subject to a maximum of 60 months.

What other sources of income are not deductible?

We will not reduce Your Gross LTD Monthly Benefit by any of the following:

1) deferred compensation arrangements such as 401(k), 403(b) or 457 plans;
2) credit Disability insurance;
3) pension plans for partners;
4) military pension and Disability income plans;
5) franchise Disability income plans;
6) individual Disability income plans;
7) a Retirement Plan from another Employer;
8) profit sharing plans;
9) thrift or savings plans;
10) individual retirement account (IRA);
11) tax sheltered annuity (TSA);
12) stock ownership plan.
Can You work and still receive benefits?

While Disabled, You may qualify for the Work Incentive Benefit or the Enhanced Work Incentive Benefit, but not both.

Work Incentive Benefit

A Work Incentive Benefit will be provided if You are Disabled and Gainfully Employed after the end of the Elimination Period, or after a period during which You received LTD Monthly Benefits.

The Work Incentive Benefit will be calculated during the first 24 months of Gainful Employment as follows:

1) The Net LTD Monthly Benefit amount and Disability Earnings amount will be added together and compared to Monthly Earnings.

2) If the total amount in Item 1 exceeds 100% of Monthly Earnings, the Work Incentive Benefit amount will be equal to the Net LTD Monthly Benefit reduced by the amount of the excess.

3) If the total amount in Item 1 does not exceed 100% of Monthly Earnings, the Work Incentive Benefit will be equal to the Net LTD Monthly Benefit amount.

After the first 24 months of Gainful Employment, the Work Incentive Benefit will be equal to the Net LTD Monthly Benefit amount less 50% of Disability Earnings.

The Work Incentive Benefit will cease on the earliest of the following:

1) the date You are no longer Disabled; or

2) the end of the Maximum Period Payable.

Enhanced Work Incentive Benefit

An Enhanced Work Incentive Benefit will be provided after the end of the Elimination Period, or after a period during which You received LTD Monthly Benefits. This benefit is payable if You are Gainfully Employed in an occupation that has been approved as part of a Rehabilitation Plan.

The Enhanced Work Incentive Benefit will be calculated during the first 24 months of Gainful Employment as follows:

1) If Disability Earnings exceed 100% of Monthly Earnings, the Enhanced Work Incentive Benefit will be equal to the Net LTD Monthly Benefit reduced by the amount of the excess.

2) If Disability Earnings do not exceed 100% of Monthly Earnings, the Enhanced Work Incentive Benefit will be equal to the Net LTD Monthly Benefit.

After the first 24 months of Gainful Employment, the Enhanced Work Incentive Benefit will be equal to the Net LTD Monthly Benefit less 50% of Disability Earnings.

The Enhanced Work Incentive Benefit will cease on the earliest of the following:

1) as stated in the Rehabilitation Plan;

2) the date You fail to comply with the requirements of the Rehabilitation Plan;

3) the date You are no longer Gainfully Employed; or

4) the end of the Maximum Period Payable.

What is the minimum Net LTD Monthly Benefit payable under this program?

The Net LTD Monthly Benefit payable for Disability will not be less than $100 or 10% of Your Gross LTD Monthly Benefit, whichever is greater. The minimum Net LTD Monthly Benefit does not apply if You are Gainfully Employed.

What happens if Your other benefits increase?

The Net LTD Monthly Benefit will not be further reduced for subsequent cost-of-living increases which are paid, payable, or for which there is a right under any Deductible Source of Income shown above.
How long will You receive benefits under this program?

We will send You a payment for each month of Disability up to the Maximum Period Payable as shown in the Schedule of Benefits. Payment of benefits is also subject to any benefit duration limitation pertaining to Your Disability.

What happens if Your Disability recurs?

If Disability for which benefits were payable ends but recurs due to the same or related causes less than 6 months after the end of a prior Disability, it will be considered a resumption of the prior Disability. Such recurrent Disability shall be subject to the provisions of the Policy that were in effect at the time the prior Disability began.

Disability which recurs more than 6 months after the end of a prior Disability are subject to:

1) a new Elimination Period;
2) a new Maximum Period Payable; and
3) the other provisions of the Policy that are in effect on the date the Disability recurs.

Disability must recur while Your coverage is in force under the Policy.

EXCLUSIONS AND LIMITATIONS

What are the exclusions and limitations under this program?

The Policy does not cover any loss caused by, contributed to, or resulting from:

- declared or undeclared war or an act of either;
- a Pre-existing Condition, as defined in the Definitions;
- attempted suicide or intentional self-inflicted Injury or Sickness;
- participation in an act which is a felony in the jurisdiction in which the act occurred;
- Disability beyond 24 months after the Elimination Period if it is due to a Mental Disorder of any type. Confinement in a Hospital or institution licensed to provide care and treatment for mental illness will not be counted as part of the 24-month limit.
- Substance Abuse (drug or alcohol) related Disability unless You are participating in a substance abuse treatment program approved by the State. The cost of the treatment program must be borne by You, or another group plan of Your Employer (such as a group health plan or Employee Assistance Program) if one is available and covers this type of treatment. In no event will LTD Monthly Benefits for Substance Abuse be paid beyond the earliest of the date:
  1) 24 LTD Monthly Benefit payments have been made; or
  2) the Maximum Period Payable is reached; or
  3) You refuse to participate in an appropriate, available treatment program, or You leave the treatment program prior to completion; or
  4) You are no longer following the requirements of Your treatment plan under the program; or
  5) You complete the initial treatment plan, exclusive of any aftercare or follow-up services.
TERMINATION OF COVERAGE

When will Your insurance terminate?

Your coverage will terminate on the earliest of the following dates:

1) the date on which the Policy is terminated;

2) the date at the end of the period for which premium has been paid if the Employer fails to pay the required premium for You within 31 days after the premium due date, except for an inadvertent error; or

3) the date You:

   a) are no longer a member of a class eligible for this insurance,
   b) withdraw from the program,
   c) are retired or pensioned, or
   d) cease work because of a leave of absence, furlough, layoff, or temporary work stoppage due to a labor dispute, unless We and the Employer have agreed in writing in advance of the leave to continue insurance during such period. Orders to active military service for 2 months or less will be covered subject to continued payment of premium.

Termination will not affect a covered loss which began before the date of termination.

Will coverage be continued if You are eligible for leave under FMLA?

In the event You are eligible for and Your Employer approves a leave under the Family and Medical Leave Act of 1993 (FMLA), Your insurance will continue for a period of up to 12 weeks following the date the leave begins, provided the required premium continues to be paid.

You are eligible for leave under this Act in order to provide care:

1) After the birth of a child; or

2) After the legal adoption of a child; or

3) After the placement of a foster child in Your home; or

4) To a Spouse, child or parent due to their serious illness; or

5) For Your own serious health condition.

While granted a Family or Medical Leave of Absence:

1) The Employer must remit the required premium according to the terms of the policy; and

2) Coverage will terminate if You do not return to work as scheduled according to the terms of Your agreement with the Employer.
SUPPLEMENTAL BENEFITS AND SERVICES

SURVIVOR INCOME BENEFIT

What happens if You die while receiving benefits?

If You die after having received a benefit provided by the Policy for at least 12 successive months and during a period for which benefits are payable, We will pay a Survivor Income Benefit. This benefit is equal to the amount You were last entitled to receive for the month preceding death.

The Survivor Income Benefit shall be payable on a monthly basis immediately after We receive written proof of Your death. It is payable for 3 months. The benefit shall accrue from Your date of death.

This benefit is payable to the beneficiary, if any, named by You under the Policy. If no such beneficiary exists, the benefit will be payable in accordance with the Time and Payment of Claim provision.

DAY CARE EXPENSE BENEFIT

Are Day Care Expense Benefits available while You are Disabled?

While Disabled and receiving the Enhanced Work Incentive Benefit, You will be reimbursed for Day Care Expenses for each Eligible Child.

Day Care Expenses mean monthly expenses, up to $350 per child per month, charged by a licensed Day Care Provider who is not a member of Your immediate family or living in Your residence.

Eligible Child is Your dependent child under age 13 who lives with You and is:

1) Your child or Your Spouse's child;
2) Your legally adopted child; or
3) A child for whom You are legal guardian.

You must supply satisfactory proof to Us that You incurred such charges.

If You are Disabled and You are receiving the Enhanced Work Incentive Benefit but do not have an Eligible Child, We will pay in one lump sum $350.
CATASTROPHIC DISABILITY BENEFIT

When will You be eligible to receive a Catastrophic Disability Benefit?

We will pay a monthly Catastrophic Disability Benefit to You if You are receiving LTD Monthly Benefits (or Presumptive Disability Benefits) and We receive proof that You are Catastrophically Disabled. Catastrophic Disability Benefits will begin at the end of the Catastrophic Disability Elimination Period shown in the Schedule of Benefits.

You are Catastrophically Disabled when We determine that, due to Sickness or Injury:

1) You are unable to perform, without human assistance or regular supervision from another person, at least 2 of the 6 Activities of Daily Living; or
2) a deterioration in Your intellectual capacity which requires substantial supervision of You by another person because You engage in behavior which poses a health or safety hazard to You or to others; and
3) You are not Gainfully Employed.

When will Your coverage become effective?

You will become insured for Catastrophic Disability Benefit coverage on Your effective date under the LTD plan.

However, the Catastrophic Disability Benefit coverage will be delayed if, on Your effective date, You cannot safely and completely perform one or more of the Activities of Daily Living without another person's assistance, or verbal cueing, or You have a deterioration or loss in intellectual capacity and need another person's assistance or verbal cueing for Your protection, or for the protection of others. Coverage will begin on the date You can safely and completely perform all of the Activities of Daily Living without another person's assistance or verbal cueing, or no longer have a deterioration or loss in intellectual capacity, and do not need another person's assistance or verbal cueing for Your protection, or for the protection of others.

How much will We pay if You are Disabled?

The Catastrophic Disability Benefit is 10% of Monthly Earnings to a maximum Catastrophic Disability Benefit of the lesser of the LTD plan maximum Monthly Benefit or $5,000.

This benefit is not subject to Policy provisions which would otherwise increase or reduce the benefit amount such as Deductible Sources of Income.

When will Your Catastrophic Disability Benefits end?

Catastrophic Disability Benefit payments will end on the earliest of the following dates:

1) the date You are no longer Catastrophically Disabled;
2) the date You become ineligible for LTD Monthly Benefit payments; or
3) the end of the Catastrophic Disability Maximum Period Payable shown in the Schedule of Benefits.

What claim information is needed for Catastrophic Disability Benefits?

The Claim Filing Requirements section under the Policy applies to Catastrophic Disability Benefit coverage. We may also require an interview with You.
CAREGIVER RESPITE BENEFIT

We will pay You a Caregiver Respite Benefit for each day of a Respite Interval, subject to the conditions below:

1) You must be receiving a Catastrophic Disability Benefit;
2) The benefit is payable if Informal Home Care has been provided for at least 6 continuous months for You beginning with Your Date of Disability;
3) The benefit is payable for Companion Care received by You in Your home or a private residence during a Respite Interval;
4) The benefit is equal to the daily Companion Care cost incurred, not to exceed $100 per day; and
5) The benefit is payable to You following submission of proof of Your incurred costs for Companion Care during the Respite Interval.

Companion Care means medically necessary custodial care furnished during a Respite Interval for a minimum of 8 hours per day by a Home Health Care Provider accredited by either the Joint Commission on Accreditation of Health Care Organizations or Community Health Accreditation Program.

Informal Caregiver means the person who has primary responsibility of providing Informal Home Care for You. A person who is paid for caring for You cannot be an Informal Caregiver.

Informal Home Care means medically necessary custodial care provided at Your home or a private residence by an Informal Caregiver. Such care is provided in lieu of confinement in a nursing home, or care received at Your home from a paid provider.

Respite Interval means a period of one or more consecutive days during which the Informal Caregiver is temporarily relieved of the Informal Home Care duties. Two Respite Intervals are permitted per calendar year, subject to a cumulative total of 14 days per calendar year. Unused days expire on December 31 and cannot be carried over into any future calendar year.

CAREGIVER TRAINING BENEFIT

We will pay You a Caregiver Training Benefit if an Informal Caregiver incurs an expense to be trained to provide Informal Home Care for You, subject to the conditions below:

1) You must be receiving a Catastrophic Disability Benefit;
2) Caregiver Training must be provided by a Home Health Care Provider accredited by either the Joint Commission on Accreditation of Health Care Organizations or Community Health Accreditation Program, by a Nursing Home or by a Hospital while You are receiving the Catastrophic Disability Benefit. If You are in a Nursing Home or in a Hospital, the Caregiver Training Benefit will only be payable if the training will make it possible for You to return to Your residence where You can be cared for by the Informal Caregiver;
3) The amount of the benefit is the cost incurred for the Caregiver Training, subject to $500 maximum per period of Disability;
4) The benefit is payable to You following submission to Us of proof of Your costs incurred for Caregiver Training.

Caregiver Training means training received by the Informal Caregiver to care for You in Your residence.

Informal Caregiver means the person who has primary responsibility of providing Informal Home Care for You. A person who is paid for caring for You cannot be an Informal Caregiver.

Informal Home Care means medically necessary custodial care provided at Your home or a private residence by an Informal Caregiver. Such care is provided in lieu of confinement in a nursing home, or care received at Your home from a paid provider.
EMERGENCY ALERT SYSTEM BENEFIT

We will pay You an Emergency Alert System Benefit for the actual cost to rent or lease an emergency alert system which will allow You to remain in Your residence alone, subject to the conditions below:

1) You must be receiving a Catastrophic Disability Benefit;
2) The benefit is payable for a medically necessary emergency alert system, which is a communication system located in Your residence, that is used to summon medical attention in case of a medical emergency;
3) Your condition must be such that You could not be left alone were it not for the presence of the emergency alert system;
4) The benefit is equal to the lesser of $25 per month or the actual cost to rent or lease the emergency alert system;
5) The benefit is payable to You, in arrears, after every 6 months, following submission of proof of Your incurred costs for the emergency alert system; and
6) We will not pay for any charges incurred as a result of installing, servicing, or maintaining the Emergency Alert System. This includes, but is not limited to, charges for normal telephone service while the system is installed or for a home security system.

PRESUMPTIVE DISABILITY BENEFIT

What is the Presumptive Disability Benefit?

When Injury results in any of the Specific Losses listed below within 365 days after the date of the Injury, You shall be entitled to payment of a Presumptive Disability Benefit after the Elimination Period. The Presumptive Disability Benefit is equal to the Net LTD Monthly Benefit and is payable for the length of time stated below or until Your date of death, whichever first occurs. This Benefit is paid in lieu of the LTD Monthly Benefit, the Work Incentive Benefit or the Enhanced Work Incentive Benefit.

<table>
<thead>
<tr>
<th>Specific Loss</th>
<th>Months Payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss of both hands</td>
<td>46 months</td>
</tr>
<tr>
<td>Loss of both feet</td>
<td>46 months</td>
</tr>
<tr>
<td>Loss of the entire sight of both eyes</td>
<td>46 months</td>
</tr>
<tr>
<td>Loss of one hand and one foot</td>
<td>46 months</td>
</tr>
<tr>
<td>Loss of one hand and the entire sight of one eye</td>
<td>46 months</td>
</tr>
<tr>
<td>Loss of one foot and the entire sight of one eye</td>
<td>46 months</td>
</tr>
<tr>
<td>Loss of one hand</td>
<td>23 months</td>
</tr>
<tr>
<td>Loss of one foot</td>
<td>23 months</td>
</tr>
<tr>
<td>Loss of the entire sight of one eye</td>
<td>15 months</td>
</tr>
<tr>
<td>Loss of the thumb and index finger of either hand</td>
<td>12 months</td>
</tr>
</tbody>
</table>

After payment of the Presumptive Disability Benefit, benefits may continue subject to the other provisions of the Policy. If more than one loss results from any one Injury, We will pay only for that loss with the greatest number of months payable.

Specific Loss means, with respect to hand or foot, the actual, complete and permanent severance through or above the wrist or ankle joint; with respect to eye, the irrecoverable loss of the entire sight thereof; and with respect to thumb and index finger, the actual, complete and permanent severance through or above the metacarpophalangeal joints.
CONVERSION PRIVILEGE

What are Your conversion options if You end employment?

If You end employment with the Employer, Your coverage under the Policy will end. You may be eligible to purchase insurance under the group conversion policy. To be eligible, You must have been insured under the Employer's group plan on the date You end employment and for at least 12 consecutive months. We will consider the amount of time You were insured under Our plan and the plan it replaced, if any.

You must apply for insurance under the conversion policy, and pay the first (annual/semi-annual) premium within 31 days after the date Your employment ends.

The conversion policy will be at the premium rate and on the form then being made available by Us for conversion.

You are not eligible to apply for coverage under the group conversion policy if:

1) You are or become insured under another group long term disability plan within 31 days after Your employment ends;

2) You are Disabled under the terms of the Policy;

3) You recover from a Disability and do not return to work for the Employer;

4) You are on a leave of absence; or

5) Your coverage under the Policy ends for any of the following reasons:
   a) the Policy is canceled;
   b) the Policy is changed to exclude the class of employees to which You belong;
   c) You are no longer in an eligible class;
   d) You end Your working career or retire and receive payment from the Employer's Retirement Plan;
   or
   e) You fail to pay the required premium under the Policy.

SERVICES

What services are available to You while You are Disabled?

If You are Disabled and eligible to receive Disability benefits under the Policy, We will evaluate You for eligibility to receive any of the following. We will make the final determination for any of the following benefits or services.

Vocational Rehabilitation Service

Rehabilitation services are available when We determine that these services are reasonably required to assist in returning You to Gainful Employment. Vocational rehabilitation services might include one or more of the following:

1) job modification;
2) job retraining;
3) job placement;
4) other activities.

Eligibility for vocational rehabilitation services is based upon Your education, training, work experience and physical and/or mental capacity. To be considered for rehabilitation services:

1) Your Disability must prevent You from performing Your Regular Occupation;
2) You must have the physical and/or mental capacities necessary for successful completion of a rehabilitation program, and
3) There must be a reasonable expectation that rehabilitation services will help You return to Gainful Employment.

Social Security Assistance

When necessary, We will serve as advocates for You, in applying for and securing Social Security Disability awards. When We determine that Social Security Assistance is appropriate for You, it is provided at no additional cost to You.
FILING A CLAIM

What are the Claim Filing Requirements?

Initial Notice of Claim
We ask that You notify Us of Your claim as soon as possible, so that We may make a timely decision on Your claim. The Employer can assist You with the appropriate telephone number and address of Our Claim Department. You must send Us written notice of Your Disability within 30 days of the Date of Disability, or as soon as reasonably possible. Notice may be sent to Our Claim Department, the CNA Home Office, CNA Plaza, Chicago, Illinois 60685 or given to Our Agent.

Written Proof of Loss
Within 15 days of Our being notified in writing of Your claim, We will supply You with the necessary claim forms. The claim form is to be completed and signed by You, the Employer and Your Doctor. If You do not receive the appropriate claim forms within 15 days, then You will be considered to have met the requirements for written proof of loss if We receive written proof, which describes the occurrence, extent and nature of loss as stated in the Proof of Disability provision.

Time Limit for Filing Your Claim
You must furnish Us with written proof of loss within 90 days after the end of Your Elimination Period. The length of the Elimination Period is stated in the Schedule of Benefits. If it is not possible to give Us written proof within 90 days, the claim is not affected if the proof is given as soon as possible.

No benefits are payable for claims submitted more than 1 year after the time proof is due. However, You can request that benefits be paid for late claims if You can show that:

1) It was not reasonably possible to give written proof during the 1-year period, and
2) Proof of loss satisfactory to Us was given as soon as was reasonably possible.

Proof of Disability
The following items, supplied at Your expense, must be a part of Your proof of loss. Failure to do so may delay, suspend or terminate Your benefits.

1) The date Your Disability began;
2) The cause of Your Disability;
3) The prognosis of Your Disability;
4) Proof that You are receiving Appropriate and Regular Care for Your condition from a Doctor, who is someone other than You or a member of Your immediate family, whose specialty or expertise is the most appropriate for Your disabling condition(s) according to Generally Accepted Medical Practice.
5) Objective medical findings which support Your Disability. Objective medical findings include but are not limited to tests, procedures, or clinical examinations standardly accepted in the practice of medicine, for Your disabling condition(s).
6) The extent of Your Disability, including restrictions and limitations which are preventing You from performing Your Regular Occupation.
7) Appropriate documentation of Your Monthly Earnings. If applicable, regular monthly documentation of Your Disability Earnings.
8) If You were contributing to the premium cost, Your Employer must supply proof of Your appropriate payroll deductions.
9) The name and address of any Hospital or Health Care Facility where You have been treated for Your Disability.
10) If applicable, proof of incurred costs covered under other benefits included in the Policy.

Continuing Proof of Disability
You may be asked to submit proof that You continue to be Disabled and are continuing to receive Appropriate and Regular Care of a Doctor. Requests of this nature will only be as often as We feel reasonably necessary. If so, this will be at Your expense and must be received within 30 days of Our request. Failure to do so may delay, suspend or terminate Your benefits.

Examination
At Our expense, We have the right to have You examined as often as reasonably necessary while the claim continues. Failure to comply with this examination may deny, suspend or terminate benefits, unless We agree You have a valid and acceptable reason for not complying.
Authorization and Documentation You will be asked to supply
1) You will be required to provide signed authorization for Us to obtain and release all reasonably necessary medical, financial or other non-medical information which support Your Disability claim. Failure to submit this information may deny, suspend or terminate Your benefits.
2) You will be required to supply proof that You have applied for other Deductible Income Benefits such as Workers' Compensation or Social Security Disability benefits, when applicable.
3) You will be required to notify Us when You receive or are awarded other Deductible Income Benefits. You must tell Us the nature of the income benefit, the amount received, the period to which the benefit applies, and the duration of the benefit if it is being paid in installments.

Time of Payment of Claim

As soon as We have all necessary substantiating documentation for Your Disability claim, Your benefit will be paid on a monthly basis, so long as You continue to qualify for it.

We will pay benefits to You unless otherwise indicated. If You die while Your claim is open, any due and unpaid Disability benefit will be paid to Your named beneficiary, if any.

If there is no surviving beneficiary, payment may be made, at Our option, to the surviving person or persons in the first of the following classes of successive preference beneficiaries: Your: 1) Spouse; 2) children including legally adopted children; 3) parents; 4) brothers or sisters; or 5) estate.

If any benefit is payable to an estate, a minor or a person not competent to give a valid release, We may pay up to $1,000 to any relative or beneficiary of Yours whom We deem to be entitled to this amount. We will be discharged to the extent of such payment made by Us in good faith.

Can you assign Your benefits?

Your benefits are not assignable, which means that You may not transfer Your benefits to anyone else.

What will happen if a claim is overpaid?

A claim overpayment can occur when You receive a retroactive payment from a Deductible Source of Income; when We inadvertently make an error in the calculation of Your claim; or if fraud occurs.

In an overpayment situation, We will determine the method by which the repayment is made. You will be required to sign an agreement with Us which details the source of the overpayment, the total amount We will recover and the method of recovery. If LTD Monthly Benefits are suspended while recovery of the overpayment is being made, suspension will also apply to the minimum LTD Monthly Benefits payable under the Policy.

The overpayment amount equals the amount We paid in excess of the amount We should have paid under the Policy.

Subrogation – Right of Reimbursement

In the event that You suffer an Injury or Sickness for which another party may be responsible, such as someone injuring You in an accident, and We pay benefits as a result of the Injury or Sickness, We will be subrogated and succeed to Your right of recovery against the party responsible for Your Injury or Sickness to the extent of the benefit We have paid. This means that We have the right independently of You to proceed against the party responsible for Your Injury or Sickness to recover the benefits We have paid.

Fraud

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed $5,000 and the stated value of the claim for each violation.
UNIFORM PROVISIONS

Entire Contract; Changes
The Policy, the Employer's application, the employee's certificate of coverage, and Your application, if any, and any other attached papers, form the entire contract between the parties. Coverage under the Policy can be amended by mutual consent between the Employer and Us. No change in the Policy is valid unless approved in writing by one of Our officers. No agent has the right to change the Policy or to waive any of its provisions.

Statements on the Application
Any statement made by the Employer or You is considered a representation and not a warranty. A copy of the statement will be provided to the Employer or You, whoever made the statement. No statement of the Employer will be used to void the Policy after it has been in force for 2 years. No statement of Yours will be used in defense of a claim after You have been insured for 2 years, except for fraudulent misstatements.

Legal Actions
No legal action of any kind may be filed against Us:

1) within the 60 days after proof of Disability has been given; or
2) more than 3 years after proof of Disability must be filed, unless the law in the state where You live allows a longer period of time.

Conformity with State Statutes
If any provision of the Policy conflicts with the statutes of the state in which the Policy was issued or delivered, it is automatically changed to meet the minimum requirements of the statute.

General Provisions
We have the right to inspect all of the Employer's records on the Policy at any reasonable time. This right will extend until:

1) 2 years after termination of the Policy; or
2) all claims under the Policy have been settled,

whichever is later.

The Policy is in the Employer's possession and may be inspected by You at any time during normal business hours at the Employer's office.

The Policy is not in lieu of and does not affect any requirements for coverage by Workers' Compensation Insurance.
DEFINITIONS

The following are key words and phrases used in this certificate. When these words and phrases, or forms of them, are used, they are capitalized and italicized in the text. As You read this certificate, refer back to these definitions.

**Actively at Work or Active Work** means that You must be:

1) working at the Employer’s usual place of business, or on assignment for the purpose of furthering the Employer’s business; and

2) performing the Material and Substantial Duties of Your Regular Occupation on a full-time basis.

**Activities of Daily Living** means:

1) Eating – Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.

2) Toileting – Getting to and from the toilet, getting on and off the toilet and performing associated personal hygiene.

3) Transferring – Moving into or out of a bed, chair or wheelchair.

4) Bathing – Washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.

5) Dressing – Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.

6) Continence – Ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).

**Appropriate and Regular Care** means that You are regularly visiting a Doctor as frequently as medically required to meet Your basic health needs. The effect of the care should be of demonstrable medical value for Your disabling condition(s) to effectively attain and/or maintain Maximum Medical Improvement.

**Date of Disability** is the date We determine Your Injury or Sickness impairs Your ability to perform Your Regular Occupation.

**Disability** or **Disabled** means that You satisfy either the Occupation Qualifier or the Earnings Qualifier.

**Disability Earnings** is the wage or salary You earn from Gainful Employment after a Disability begins. It includes partnership or proprietorship draw, commissions, bonuses, or similar pay, and any other income You receive or are entitled to receive. It does not include Social Security, sick pay, salary continuance payments or any other Disability payment You receive as a result of Your Disability. Any lump sum payment will be prorated, based on the time over which it accrued or the period for which it was paid.

**Doctor** means a person legally licensed to practice medicine, psychiatry, psychology or psychotherapy, who is neither You nor a member of Your immediate family. A licensed medical practitioner is a Doctor if applicable state law requires that such practitioners be recognized for purposes of certification of Disability, and the treatment provided by the practitioner is within the scope of his or her license.

**Elimination Period** means the number of calendar days at the beginning of a continuous period of Disability for which no benefits are payable. The Elimination Period is shown in the Schedule of Benefits.
**Gainful Employment** or **Gainfully Employed** means the performance of any occupation for wages, remuneration or profit, for which You are qualified by education, training or experience on a full-time or part-time basis, and which We approve and for which We reserve the right to modify approval in the future.

**Generally Accepted Medical Practice or Generally Accepted in the Practice of Medicine** means care and treatment which is consistent with relevant guidelines of national medical, research and health care coverage organizations and governmental agencies.

**Gross STD Weekly Benefit** means that benefit shown in the Schedule of Benefits which applies to You.

**Hospital or Health Care Facility** is a legally operated, accredited facility licensed to provide full-time care and treatment for the condition(s) causing Your Disability. It is operated by a full-time staff of licensed physicians and registered nurses. It does not include facilities which primarily provide custodial, educational or rehabilitative care.

**Injury** means bodily injury caused by an accident which results, directly and independently of all other causes, in Disability which begins while Your coverage is in force.

**Insured Employee** means an employee whose insurance is in force under the terms of the Policy.

**LTD** means Long Term Disability.

**Male pronoun**, whenever used, includes the female.

**Material and Substantial Duties** means the necessary functions of Your Regular Occupation which cannot be reasonably omitted or altered.

**Maximum Medical Improvement** is the level at which, based on reasonable medical probability, further material recovery from, or lasting improvement to, an Injury or Sickness can no longer be reasonably anticipated.

**Maximum Period Payable**, as shown in the Schedule of Benefits, means the longest period of time that We will make payments to You for any one period of Disability.

**Mental Disorder** means a disorder found in the current diagnostic standards of the American Psychiatric Association.

**Monthly Benefit** means that benefit shown in the Schedule of Benefits which applies to You.

**Net LTD Monthly Benefit** means the Gross LTD Monthly Benefit less the Deductible Sources of Income.

**Pre-existing Condition** means a condition for which medical treatment or advice was rendered, prescribed or recommended within 3 months prior to Your effective date of insurance. A condition shall no longer be considered pre-existing if it causes Disability which begins after You have been insured under the Policy for a period of 12 months.

**Regular Occupation** means the occupation that You are performing for income or wages on Your Date of Disability. It is not limited to the specific position You held with Your Employer.
Rehabilitation Plan means a written agreement between You and Us. Its purpose is to assist You in returning to Gainful Employment. The Rehabilitation Plan will outline the time and dates of the vocational rehabilitation services, Our responsibilities, Your responsibilities and the responsibilities of any third party which might be involved. The Rehabilitation Plan will be at Our expense, at the expense of the third party, or a shared expense of Ours and a third party. At Our discretion, the Rehabilitation Plan will include the Day Care Expense Benefit.

Retirement Plan means a plan which provides retirement benefits to employees and is not funded wholly by employee contributions.

Schedule of Benefits means the schedule which is a part of this certificate.

Sickness means sickness or disease causing Disability which begins while Your coverage is in force.

We, Our and Us mean the Continental Casualty Company, Chicago, Illinois.

You, Your and Yours means the employee to whom this certificate is issued and whose insurance is in force under the terms of the Policy.
IMPORTANT ERISA WELFARE PLAN INFORMATION

The following section contains information provided to You at the request of the Plan Administrator of Your Plan to meet certain requirements of the Employee Retirement Income Security Act of 1974, as amended, (ERISA). All inquiries related to the following material should be referred directly to Your Plan Administrator.

DISCRETIONARY AUTHORITY

The Policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable, by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto. The plan administrator and other plan fiduciaries have discretionary authority to determine Your eligibility for and entitlement to benefits under the Policy. The plan administrator has delegated sole discretionary authority to Continental Casualty Company to determine Your eligibility for benefits and to interpret the terms and provisions of the plan and any policy issued in connection with it.
PRE-EXISTING CONDITION AMENDMENT

It is hereby agreed that the Pre-Existing Condition definition contained in the policy or certificate to which this amendment is attached is amended as follows:

1) Any time an Insured Employee was covered under a prior group or blanket disability policy or Employer provided disability benefit plan, provided such coverage terminated not more than 60 days prior to the effective date of such employee's coverage under this policy, shall be credited toward satisfaction of the Pre-Existing Condition time periods of this policy. Such credit shall apply to the extent that the prior coverage or level of benefits was the same as the coverage or level of benefits under this policy.

2) In no event shall coverage be excluded for Disability caused by Pre-Existing Conditions which begin more than 12 months after an Insured Employee's effective date of coverage under this policy.

The Insured Employee must notify Us of:

1) the name of the prior policyholder;
2) the policy number of the prior policy; and
3) the Insured Employee's effective date and date of termination under the Prior Policy.

This amendment takes effect on January 1, 2003. It expires at the same time as the policy or certificate to which this amendment is attached and is subject to all the definitions, conditions and provisions of the policy not inconsistent with this amendment.

Attached to and made a part of Policy No. SR-83130032 issued to MFY Legal Services, Inc. by the CONTINENTAL CASUALTY COMPANY, Home Office, Chicago, Illinois.

Signed for the Continental Casualty Company

Chairman of the Board

Secretary