

Southeastern Freight Lines, Inc.

Class 2: All Full-Time Non-Union Hourly Associates

**Class 3: All Full-Time Non-Union Department of Transportation
(DOT) Associates, excluding Linehaul Drivers**

Class 4: All Full-Time Non-Union Linehaul Drivers

Disability Income Coverage: Short Term Benefits

Effective January 1, 2024

INTRODUCTION

This booklet describes the benefits available to you under the self-funded Disability Income Coverage: Short Term Benefits Program ("STD") of Southeastern Freight Lines, Inc. Please read this booklet carefully to become familiar with your benefits. This booklet is effective as of January 1, 2024.

This is a self-funded STD program provided by the Employer. Metropolitan Life Insurance Company ("MetLife") does not insure the benefits described in this booklet.

Claims are administered on behalf of this STD Program by MetLife as the Claim Administrator pursuant to the terms of an administrative service agreement.

Please note that the terms "You" and "Your" throughout this booklet refer to the associate, except where otherwise indicated. Many of the terms that are important in understanding your benefits are explained in the DEFINITIONS section.

Southeastern Freight Lines, Inc.

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BENEFITS AT A GLANCE

This section provides You with a brief outline of Your benefits. Certain limitations and exclusions may apply to any benefit or benefit amount. It is important that You refer to the provisions contained in this booklet for details about Your benefits.

Class 2: All Full-Time Non-Union Hourly Associates

Class 3: All Full-Time Non-Union Department of Transportation (DOT) Associates, excluding Linehaul Drivers

Class 4: All Full-Time Non-Union Linehaul Drivers

Disability Income Coverage For You: Short Term Benefits

Weekly Benefit	50% of Your Predisability Earnings, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
Elimination Period	For Injury 7 days of Disability For Sickness 7 days of Disability
Maximum Benefit Period	26 weeks

DEFINITIONS

As used in this booklet, the terms listed below will have the meanings set forth below. When defined terms are used in this booklet, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

Actively at Work or Active Work means that You are performing all of the usual and customary duties of Your job on a Full-Time basis. This must be done at:

- the Employer's place of business;
- an alternate place approved by the Employer; or
- a place to which the Employer's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Employer approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

Appropriate Care and Treatment means medical care and treatment that is:

- given by a Physician whose medical training and clinical specialty are appropriate for treating Your Disability;
- consistent in type, frequency and duration of treatment with relevant guidelines of national medical research, health care coverage organizations and governmental agencies;
- consistent with a Physician's diagnosis of Your Disability; and
- intended to maximize Your medical and functional improvement.

Associate means employees of the Employer.

Claim Administrator means Metropolitan Life Insurance Company ("MetLife"), New York, New York. The Claim Administrator does not insure the benefits described in this booklet.

Disabled or Disability means that, due to Sickness or as a direct result of accidental injury:

- You are receiving Appropriate Care and Treatment and complying with the requirements of such treatment; and
- You are unable to earn more than 80% of Your Predisability Earnings at Your Own Occupation for any employer; and
- You are unable to perform each of the material duties of Your Own Occupation for any employer.
- If You:
 - Are an overnight shift worker;
 - have a scheduled surgery, procedure, or treatment which begins a period of Disability; and
 - are not permitted to work Your overnight shift which begins the evening before your scheduled surgery, procedure, or treatment and ends on the day of the scheduled surgery, procedure or treatment;

Your Disability will be deemed to begin on the day before Your scheduled surgery, procedure, or treatment.

For purposes of determining whether a Disability is the direct result of an accidental injury, the Disability must have occurred within 90 days of the accidental injury and resulted from such injury independent of other causes.

If Your occupation requires a license, the fact that You lose Your license for any reason will not, in itself, constitute Disability.

Elimination Period means the period of Your Disability during which This Program does not pay benefits. The Elimination Period begins on the day You become Disabled and continues for the period shown in the BENEFITS AT A GLANCE.

Employer means Southeastern Freight Lines, Inc.

Full-Time means Active Work of at least 30 hours per week on the Employer's regular work schedule for the eligible class of associates to which You belong or designated as Full-Time by the Employer.

Own Occupation means the occupation You routinely perform that provides the primary source of Your earned income. In determining your Own Occupation, We will look at Your occupation as it is normally performed instead of how it is performed for any specific employer or in any specific location.

Physician means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the group benefits. Each such person must be licensed in the jurisdiction where he performs the service and must act within the scope of that license. He must also be certified and/or registered if required by such jurisdiction.

The term does not include:

- You;
- Your Spouse; or
- any member of Your immediate family including Your and/or Your Spouse's:
 - parents;
 - children (natural, step or adopted);
 - siblings;
 - grandparents;
 - or grandchildren.

Employer's Retirement Plan means a plan which:

- provides retirement benefits to associates; and
- is funded in whole or in part by Employer contributions.

The term does not include:

- profit sharing plans;
- thrift or savings plans;
- non-qualified plans of deferred compensation;
- plans under IRC Section 401(k) or 457;
- individual retirement accounts (IRA);
- tax sheltered annuities (TSA) under IRC Section 403(b);
- stock ownership plans; or
- Keogh (HR-10) plans.

Predisability Earnings means gross salary or wages You were earning from the Employer as of Your last day of Active Work before Your Disability began, subject to any increase or decrease in coverage as described in the ELIGIBILITY PROVISIONS: COVERAGE FOR YOU, Increase in Coverage and Decrease in Coverage provisions. The Claim Administrator calculates this amount on a weekly basis.

Applicable to Linehaul Drivers:

The hourly rate of pay an associate receives is based on their vacation rate, which is calculated by Payroll twice per year in January and July by using a 6-month lookback of gross earnings. An Associate's hourly rate of pay can not be less than the highest hourly rate of pay for Pick-Up and Delivery (P&D) Drivers.

Applicable to all hourly paid Associates, excluding Linehaul Drivers:

For Associates who are classified as working a 45-hour work week, gross salary or wages equals the Associates hourly rate of pay times 45 hours. For all other Associates, gross salary or wages equals the Associates hourly rate of pay times 40 hours.

The term includes:

- contributions You were making through a salary reduction agreement with the Employer to any of the following:
- an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
- an executive non-qualified deferred compensation arrangement; and
- Your fringe benefits under an IRC Section 125 plan.

The term does not include:

- commissions;
- awards and bonuses;
- overtime pay;
- the grant, award, sale, conversion and/or exercise of shares of stock or stock options;
- the Employer's contributions on Your behalf to any deferred compensation arrangement or pension plan; or
- any other compensation from the Employer.

Pre-existing Condition means a Sickness or accidental injury for which You:

- received medical treatment, consultation, care, or services; or
- took prescription medication or had medications prescribed;

in the 12 months before Your coverage under this booklet takes effect if You enter an Eligible Class on or after January 1, 2024.

Proof means Written evidence satisfactory to the Claim Administrator that a person has satisfied the conditions and requirements for any benefit described in this booklet. When a claim is made for any benefit described in this booklet, Proof must establish:

- the nature and extent of the loss or condition;
- This Program's obligation to pay the claim; and
- the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

Sickness means illness, disease or pregnancy, including complications of pregnancy.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media which is acceptable to the Claim Administrator, and consistent with applicable law.

Spouse means Your lawful spouse.

This Program means the self-funded Disability Income Coverage: Short Term Benefits program of the Employer.

Waiting Period means the period of continuous membership in an eligible class that You must wait before You become eligible for coverage. This period begins on the date You enter an eligible class and ends on the date You complete the period(s) specified.

Written or Writing means a record which is on or transmitted by paper or electronic media which is acceptable to the Claim Administrator and consistent with applicable law.

You and Your mean an associate who is eligible for the benefits described in this booklet.

ELIGIBILITY PROVISIONS: COVERAGE FOR YOU

Eligible Class(es)

Class 2: All Full-Time non-union hourly Associates, excluding temporary or seasonal Associates.

Class 3: All Full-Time non-union Department of Transportation (DOT) Associates, excluding Linehaul Drivers, temporary or seasonal Associates.

Class 4: All Full-Time non-union Linehaul Drivers, temporary or seasonal Associates.

Date You Are Eligible For Coverage

You may only become eligible for the coverage available for Your eligible class as shown in the section entitled BENEFITS AT A GLANCE.

You will be eligible for the coverage described in this booklet on the later of:

1. January 1, 2024; or
2. the first day of the paycycle following or coinciding with the date You complete the Waiting Period of 30 days.

Enrollment Process

If You are eligible for coverage, You will be automatically enrolled.

Date Your Coverage Takes Effect

Coverage will take effect on the date You become eligible, provided You are Actively at Work on that date.

If You are not Actively at Work on the date coverage would otherwise take effect, coverage will take effect on the day You resume Active Work.

Increase In Coverage

An increase in coverage due to an increase in Your earnings will take effect on the date of the increase in Your earnings.

If You are not Actively at Work on the date coverage would otherwise take effect, coverage will take effect on the day You resume Active Work.

Changes in Your Disability Income Coverage will only apply to Disabilities commencing on or after the date of the change.

Decrease in Coverage

A decrease in coverage due to a decrease in Your earnings will take effect on the date of change.

Changes in Your Disability Income Coverage will only apply to Disabilities commencing on or after the date of the change.

Date Your Coverage Ends

Your coverage will end on the earliest of:

1. the date This Program ends; or
2. the date coverage ends for Your class; or
3. the last day of the pay period during which You cease to be in an eligible class; or
4. the last day of the pay period during which Your employment ends.

Reinstatement of Disability Income Coverage

If Your coverage ends because:

- You cease to be in an eligible class; or
- Your employment ends; and

You become a member of an eligible class again within 30 days of the date Your coverage ended, You will not have to complete a new Waiting Period. If You become covered again with no Waiting Period, the limitation for Pre-existing Conditions will be applied as if Your coverage had remained in effect with no interruption.

In all other cases where Your coverage ends, You will be required to provide evidence of Your coverage eligibility and be required to complete a new Waiting Period.

CONTINUATION OF COVERAGE

For Family and Medical Leave

Certain leaves of absence may qualify for continuation of coverage under the Family and Medical Leave Act of 1993 (FMLA), or other legally mandated leave of absence or similar laws. Please contact the Employer for information regarding such legally mandated leave of absence laws.

At the Employer's Option

The Employer has elected to continue coverage for associates who are not Disabled and cease Active Work in an eligible class for any of the reasons specified below.

Disability Income Coverage will continue for the following periods:

1. for the period You cease Active Work in an eligible class due to injury or sickness, up to 6 months;
2. for the period You cease Active Work in an eligible class due to a layoff, up to the end of the month following the month in which the layoff begins;
3. for the period You cease Active Work in an eligible class due to part-time work, up to the last day of the pay period in which part-time work begins;
4. for the period You cease Active Work in an eligible class due to military leave of absence, up to 12 weeks;
5. for the period You cease Active Work in an eligible class due to any other Employer approved leave of absence, up to 90 days.

For purposes of this provision, leave of absence does not include a furlough. Furlough means an employer-mandated leave of absence.

At the end of any of the continuation periods listed above, Your coverage will be affected as follows:

- if You resume Active Work in an eligible class at this time, You will continue to be covered under This Program;
- if You do not resume Active Work in an eligible class at this time, Your employment will be considered to end and Your coverage will end in accordance with the DATE YOUR COVERAGE ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: COVERAGE FOR YOU.

DISABILITY INCOME COVERAGE: SHORT TERM BENEFITS

If You become Disabled while covered, Proof of Disability must be sent to the Claim Administrator. When the Claim Administrator receives such Proof, the Claim Administrator will review the claim. If the Claim Administrator approves the claim, This Program will pay the Weekly Benefit up to the Maximum Benefit Period shown in the section entitled BENEFITS AT A GLANCE, subject to the DATE BENEFIT PAYMENTS END section.

To verify that You continue to be Disabled without interruption after the Claim Administrator's initial approval of the Disability claim, the Claim Administrator may periodically request that You send the Claim Administrator Proof that You continue to be Disabled. Such Proof may include physical exams, exams by independent medical examiners, in-home interviews, or functional capacity exams, as needed.

Benefit Payment

If the Claim Administrator approves Your claim, You may begin to receive the Weekly Benefit after You complete Your Elimination Period. This Program will make subsequent payments weekly thereafter so long as You remain Disabled, subject to any other provisions of this STD program. Payment will be based on the number of days You are Disabled during each week. For any partial week of Disability, payment will be made at the daily rate of 1/5th of the Weekly Benefit payable.

This Program will pay Weekly Benefits to You, through the Employer's normal payroll process.

Recovery From A Disability

For purposes of this subsection, the term Active Work only includes those days You actually work.

The provisions of this subsection will not apply if Your coverage has ended and You are eligible for coverage under another group short term disability plan.

If You Return to Active Work Before Completing Your Elimination Period

If You return to Active Work before completing Your Elimination Period and then become Disabled, You will have to complete a new Elimination Period.

If You Return to Active Work After Completing Your Elimination Period

If You return to Active Work after You begin to receive Weekly Benefits, the Claim Administrator will consider You to have recovered from Your Disability.

If You return to Active Work for a period of 60 workdays or less, and then become Disabled again due to the same or related Sickness or accidental injury, the Claim Administrator will not require You to complete a new Elimination Period. For the purpose of determining Your benefits, the Claim Administrator will consider such Disability to be a part of the original Disability and will use the same Predisability Earnings and apply the same terms, provisions and conditions that were used for the original Disability.

DISABILITY INCOME COVERAGE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT

This Program will reduce Your Disability benefit by the amount of all Other Income. Other Income includes the following:

1. any disability or retirement benefits which You receive because of Your disability or retirement under:
 - any state, public or federal employee retirement or disability plan, including State Teachers Retirement System (STRS); Public Employee Retirement System (PERS) or Federal Retirement System (FERS). You must apply for such benefits through the highest appeal level that is applicable to such benefits and available under the Program; or
 - any pension or disability plan of any other nation or political subdivision thereof.
2. any income received for disability or retirement under the Employer's Retirement Plan, to the extent that it can be attributed to the Employer's contributions;
3. any income received for disability under:
 - a group insurance policy to which the Employer has made a contribution, such as:
 - benefits for loss of time from work due to disability;
 - installment payments for permanent total disability;
 - a no-fault auto law for loss of income, excluding supplemental disability benefits;
 - a government compulsory benefit plan or program which provides payment for loss of time from Your job due to Your disability, whether such payment is made directly by the plan or program, or through a third party;
 - a self-funded plan, or other arrangement if the Employer contributes toward it or makes payroll deductions for it;
 - any sick pay, vacation pay or other salary continuation that the Employer pays to You;
 - unemployment insurance law or program.
 - recovery amounts that You receive for loss of income as a result of claims against a third party by judgment, settlement or otherwise including future earnings.

Single Sum Payment

If You receive Other Income in the form of a single sum payment, You must, within 10 days after receipt of such payment, give Written Proof satisfactory to the Claim Administrator of:

- the amount of the single sum payment;
- the amount to be attributed to income replacement; and
- the time period for which the payment applies.

When the Claim Administrator receives such Proof, the Claim Administrator will adjust the amount of Your Disability benefit.

If the Claim Administrator does not receive the Written Proof described above, and the Claim Administrator knows the amount of the single sum payment, This Program may reduce Your Disability benefit by an amount equal to such benefit until the single sum has been exhausted.

If the Claim Administrator adjusts the amount of Your Disability benefit due to a single sum payment, the amount of the adjustment will not result in a benefit amount less than the minimum amount, except in the case of an Overpayment.

If You receive Other Income in the form of a single sum payment and the Claim Administrator does not receive the Written Proof described above within 10 days after You receive the single sum payment, the Claim Administrator will adjust the amount of Your Disability Benefit by the amount of such payment.

DISABILITY INCOME COVERAGE: INCOME WHICH WILL NOT REDUCE YOUR DISABILITY BENEFIT

This Program will not reduce Your Disability benefit to less than the Minimum Benefit shown in the section entitled BENEFITS AT A GLANCE, or by:

- cost of living adjustments that are paid under any of the above sources of Other Income;
- reasonable attorney fees included in any award or settlement;
- group credit insurance;
- mortgage disability insurance benefits;
- early retirement benefits that have not been voluntarily taken by You;
- veteran's benefits;
- individual disability income insurance policies;
- benefits received from an accelerated death benefit payment; or
- amounts rolled over to a tax qualified plan unless subsequently received by You while You are receiving benefit payments.

DISABILITY INCOME COVERAGE: DATE BENEFIT PAYMENTS END

Your Disability benefit payments will end on the earliest of:

- the end of the Maximum Benefit Period;
- the date You are no longer Disabled, provided, however;
If Your Physician determines that the condition resulting from Your Sickness or accidental injury no longer prevents You from returning to work in Your Own Occupation, but a certified medical examiner of the Department of Transportation (DOT) determines You are not able to satisfy the medical qualifications to drive a commercial vehicle set forth by the DOT, Your Disability will be deemed to continue until the earlier of:
 - 180 days following the day Your Physician makes such determination; or
 - You satisfy the symptom free requirements for licensing set forth by the DOT in order to drive a commercial vehicle;;
- the date You die;
- the date You fail to have a medical exam requested by the Claim Administrator as described in the Physical Exams subsection of the GENERAL PROVISIONS section;
- the date You fail to provide required Proof of continuing Disability; or
- the date you terminate employment.

DISABILITY INCOME COVERAGE: PRE-EXISTING CONDITIONS

This Program will not pay benefits for a Disability that results from a Pre-existing Condition, if You have been Actively at Work for less than 12 consecutive months after the date Your Disability coverage takes effect under this booklet.

Pregnancy is not considered a Pre-existing Condition.

DISABILITY INCOME COVERAGE: LIMITED DISABILITY BENEFITS

For Occupational Disabilities

This Program will not pay benefits for any Disability:

- which happens in the course of any work performed by You for wage or profit; or
- for which You are eligible to receive under workers' compensation or a similar law.

DISABILITY INCOME COVERAGE: EXCLUSIONS

This Program will not pay for any Disability caused or contributed to by:

1. war, whether declared or undeclared, or act of war, insurrection, rebellion or terrorist act;
2. Your active participation in a riot;
3. intentionally self-inflicted injury;
4. attempted suicide;
5. commission of or attempt to commit or taking part in a felony; or
6. a gender change, including, but not limited to, any operation, drug therapy or any other procedure related to a gender change.

This Program will not pay Short Term Benefits for any Disability caused or contributed to by elective treatment or procedures, such as:

1. cosmetic surgery or treatment primarily to change appearance;
2. reversal of sterilization;
3. liposuction;
4. visual correction surgery; and
5. in vitro fertilization; embryo transfer procedure; or artificial insemination.

However, pregnancies and complications from any of these procedures will be treated as a Sickness.

GENERAL PROVISIONS

Misstatement of Age

If Your age is misstated, the correct age will be used to determine if coverage is in effect and, as appropriate, This Program will adjust the benefits and/or contributions.

Physical Exams

If a claim is submitted for coverage benefits, the Claim Administrator has the right to ask the covered person to be examined by a Physician(s) of the Claim Administrator's choice as often as is reasonably necessary to process the claim. This Program will pay the cost of such exam.

Autopsy

The Claim Administrator has the right to make a reasonable request for an autopsy where permitted by law. Any such request will set forth the reasons the Claim Administrator is requesting the autopsy.

OVERPAYMENTS FOR DISABILITY INCOME COVERAGE

Recovery of Overpayments

This Program has the right to recover any amount that the Claim Administrator determines to be an overpayment.

An overpayment occurs if the Claim Administrator determines that:

- the total amount paid by This Program has on Your claim is more than the total of the benefits due to You under this booklet; or
- payment This Program made should have been made by another group plan.

If such overpayment occurs, You have an obligation to reimburse This Program. This Program's rights and Your obligations in this regard are described in the reimbursement agreement that You are required to sign when You submit a claim for benefits under this booklet. This agreement:

- confirms that You will reimburse This Program for all overpayments; and
- authorizes the Claim Administrator to obtain any information relating to sources of Other Income.

How This Program Recovers Overpayments

This Program may recover the overpayment from You by:

- stopping or reducing any future Disability benefits, including the Minimum Benefit, payable to You or any other payee under the Disability sections of this Program Description;
- demanding an immediate refund of the overpayment from You; and
- taking legal action.

If the overpayment results from This Program having made a payment to You that should have been made under another group plan, This Program may recover such overpayment from one or more of the following:

- any other insurance company;
- any other organization; or
- any person to or for whom payment was made.

Lien and Repayment

If You become Disabled and You receive Disability benefits under this program and You receive payment from a third party for loss of income with respect to the same loss of income for which You received benefits under this program (for example, a judgment, settlement, payment from Federal Social Security or payment pursuant to Workers' Compensation laws), You shall reimburse This Program from the proceeds of such payment up to an amount equal to the benefits paid to You under this program for such Disability. This program's right to receive reimbursement from any such proceeds shall be a claim or lien against such proceeds and This Program's right shall provide This Program with a first priority claim or lien over any such proceeds up to the full amount of the benefits paid to You under this program for such Disability. You agree to take all action necessary to enable This Program to exercise This Program rights under this provision, including, without limitation:

- notifying The Claim Administrator as soon as possible of any payment You receive or are entitled to receive from a third party for loss of income with respect to the same loss of income for which You received benefits under this program;
- furnishing of documents and other information as requested by the Claim Administrator or any person working on the Claim Administrator's behalf; and
- holding in escrow, or causing Your legal representative to hold in escrow, any proceeds paid to You or any party by a third party for loss of income with respect to the same loss of income for which You received benefits under this program, up to an amount equal to the benefits paid to You under this program for such Disability, to be paid immediately to This Program upon Your receipt of said proceeds.

You shall cooperate and You shall cause Your legal representative to cooperate with This Program in any recovery efforts and This Program shall not interfere with Our rights under this provision. This Program's rights under this provision apply whether or not You have been or will be fully compensated by a third party for any Disability for which You received or are entitled to receive benefits under this program.

ADMINISTRATIVE DETAILS ABOUT THIS PROGRAM

Program Termination or Changes

The Employer reserves the right to change or terminate This Program at any time. Therefore, there is no guarantee that You will be eligible for the coverage described herein for the duration of Your employment. Any such action will be taken only after careful consideration.

Your consent or the consent of Your beneficiary is not required to terminate, modify, amend, or change This Program.

CLAIMS INFORMATION

Disability Benefits Claims

Routine Questions

If there is any question about a claim payment, an explanation may be requested from the Employer who is usually able to provide the necessary information.

Claim Submission

For claims for disability benefits, the claimant must report the claim to the Claim Administrator and, if requested, complete the appropriate claim form. The claimant must also submit the required proof as described below.

When a claimant files an initial claim for Short Term Disability coverage described in this Program Description, both the notice of claim and the required Proof should be sent to the Claim Administrator within 45 days of the end of the Elimination Period.

Notice of Claim and Proof may also be given to the Claim Administrator by following the steps set forth below:

Step 1

A claimant should give the Claim Administrator notice by calling 1-800-438-6388. The Claim Administrator will send an authorization form to the Claimant. The Claimant should sign the authorization form at their earliest opportunity and return it to the Claim Administrator.

Step 2

The Claim Administrator will contact the claimant and/or the claimant's Physician to discuss medical information. The Claim Administrator may also contact your Employer to discuss your specific job duties in detail.

Step 3

The Proof must be submitted to the Claim Administrator not later than 45 days after the end of the Elimination Period.

If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given as soon as is reasonably possible.

Items to be Submitted for a Short Term Disability Claim

When submitting Proof on an initial or continuing claim for Disability Income coverage, the following items may be required:

- documentation which must include, but is not limited to, the following information:
 - the date Your Disability started;
 - cause of Your Disability;
 - the prognosis of Your Disability;
 - the continuity of Your Disability; and
 - your application for:
 - Other Income;
 - Social Security disability benefits; and
 - Workers compensation benefits or benefits under a similar law.
 - Written authorization for the Claim Administrator to obtain and release medical, employment and financial information and any other items the Claim Administrator may reasonably require to document Your Disability or to determine Your receipt of or eligibility for Other Income;
 - any and all medical information, including but not limited to:
 - x-ray films; and
 - photocopies of medical records, including:
 - histories,
 - physical, mental or diagnostic examinations; and
 - treatment notes; and
- the names and addresses of all:
 - physicians and medical practitioners who have provided You with diagnosis, treatment or consultation;

- hospitals or other medical facilities which have provided You with diagnosis, treatment or consultation; and
- pharmacies which have filled Your prescriptions within the past three years.

Initial Determination

After You submit a claim for disability benefits to the Claim Administrator, the Claim Administrator will review Your claim and notify You of its decision to approve or deny Your claim.

Such notification will be provided to You within a reasonable period, not to exceed 45 days from the date You submitted Your claim; except for situations requiring an extension of time because of matters beyond the control of This Program, in which case the Claim Administrator may have up to two (2) additional extensions of 30 days each to provide You such notification. If the Claim Administrator needs an extension, it will notify You prior to the expiration of the initial 45 day period (or prior to the expiration of the first 30 day extension period if a second 30 day extension period is needed), state the reason why the extension is needed, and state when it will make its determination. If an extension is needed because You did not provide sufficient information or filed an incomplete claim, the time from the date of the Claim Administrator's notice requesting further information and an extension until the Claim Administrator receives the requested information does not count toward the time period the Claim Administrator is allowed to notify You as to its claim decision. You will have 45 days to provide the requested information from the date You receive the extension notice requesting further information from the Claim Administrator.

If the Claim Administrator denies Your claim in whole or in part, the notification of the claims decision will state the reason why Your claim was denied and reference the specific program provision(s) on which the denial is based. If the claim is denied because the Claim Administrator did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed.

Appealing the Initial Determination

If the Claim Administrator denies Your claim, You may appeal the decision. Upon Your written request, the Claim Administrator will provide You free of charge with copies of documents, records and other information relevant to Your claim. You must submit Your appeal to the Claim Administrator at the address indicated on the claim form within 180 days of receiving the Claim Administrator's decision. Appeals must be in writing and must include at least the following information:

- Name of Associate
- Name of This Program
- Reference to the initial decision
- An explanation why You are appealing the initial determination

As part of Your appeal, You may submit any written comments, documents, records, or other information relating to Your claim.

After the Claim Administrator receives Your written request appealing the initial determination, the Claim Administrator will conduct a full and fair review of Your claim. Deference will not be given to the initial denial, and the Claim Administrator's review will look at the claim anew. The review on appeal will take into account all comments, documents, records, and other information that You submit relating to Your claim without regard to whether such information was submitted or considered in the initial determination. The person who will review Your appeal will not be the same person as the person who made the initial decision to deny Your claim. In addition, the person who is reviewing the appeal will not be a subordinate of the person who made the initial decision to deny Your claim. If the initial denial is based in whole or in part on a medical judgment, the Claim Administrator will consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. This health care professional will not have consulted on the initial determination, and will not be a subordinate of any person who was consulted on the initial determination.

The Claim Administrator will notify You in writing of its final decision within a reasonable period of time, but no later than 45 days after the Claim Administrator's receipt of Your written request for review, except that under special circumstances the Claim Administrator may have up to an additional 45 days to provide written notification of the final decision. If such an extension is required, the Claim Administrator will notify You prior to the expiration of the initial 45 day period, state the reason(s) why such an extension is needed, and state when it will make its determination. If an extension is needed because You did not provide sufficient information, the time period from the Claim Administrator's notice to You of the need for an extension to when the Claim

Administrator receives the requested information does not count toward the time the Claim Administrator is allowed to notify You of its final decision. You will have 45 days to provide the requested information from the date You receive the notice from the Claim Administrator.

If the Claim Administrator denies the claim on appeal, the Claim Administrator will send You a final written decision that states the reason(s) why the claim You appealed is being denied and references any specific Plan provision(s) on which the denial is based. Upon written request, the Claim Administrator will provide You free of charge with copies of documents, records and other information relevant to Your claim.

DISCRETIONARY AUTHORITY

In carrying out their respective responsibilities under This Program, the Employer, and the Claim Administrator shall have discretionary authority to interpret the terms of This Program and to determine eligibility for and entitlement to program benefits in accordance with the terms of This Program. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.