



DOUGLAS COUNTY  
SUPERIOR, WISCONSIN

ALL ELIGIBLE EMPLOYEES

*Certificate of  
Insurance*

**GROUP LONG TERM  
DISABILITY  
INSURANCE**

Administered by: National Insurance Services of WI, Inc.

Form LTD-3 CERT



MADISON NATIONAL LIFE INSURANCE COMPANY, INC.

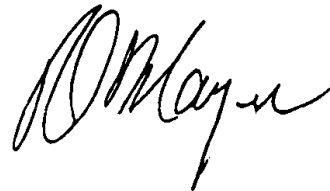
Mailing Address: P.O. Box 5008, Madison, Wisconsin 53705

(HEREIN CALLED THE COMPANY)

Certifies that it has issued the group insurance policy shown below and that, subject to the terms of that policy, the named employee is insured for the benefits described in this Certificate. The initial coverage shown in the Schedule of Benefits is the coverage in effect on the certificate date if the employee is in active service on that date; otherwise, upon his or her return to active service.

Policyholder: TRUSTEE OF NATIONAL INSURANCE SERVICES

This Certificate will in no way void any of the terms contained in the Group Insurance Policy. It replaces any and all certificates and certificate riders issued for the above named employee under the policy referred to herein.

A handwritten signature in black ink, appearing to read "J. May", is written in a cursive style.

President

Form LTD-3 CERT.

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\*These optional provisions may or may not be part of your group plan. You will not have pages in the Certificate for those not part of your group plan.

\*\*This provision will be included as a standard provision in all states where it has been filed and approved. You will not have pages in the Certificate if it has not been filed and approved in your state.

--TC--

FORM LTD-3 CERT.



SCHEDULE OF BENEFITS

FOR

ALL ELIGIBLE EMPLOYEES

DOUGLAS COUNTY  
SUPERIOR, WISCONSIN

Carrier Number: 6039

Group Effective Date: January 1, 1997

Benefits Revised Date: June 1, 2008

Benefit Percentage	Maximum Benefit Period		Elimination Period
	<u>Age at Disablement</u>	<u>Duration of Benefits</u>	
60% of Basic monthly earnings	61 or younger	To Age 65	90 Consecutive Calendar Days
	62	3-1/2 years	
	63	3 years	
	64	2-1/2 years	
	65	2 years	
	66	1-3/4 years	
	67	1-1/2 years	
	68	1-1/4 years	
	69 and over	1 year	

Maximum Annual Covered Salary: \$120,000

Maximum Monthly Benefit: \$6,000

Minimum Monthly Benefit: See Under 'Special Provisions'

## SPECIAL PROVISIONS FOR ALL ELIGIBLE EMPLOYEES OF DOUGLAS COUNTY:

### Minimum Hour Requirement for Active Service:

Under 'SECTION I – DEFINITIONS' of the Certificate, the definition of 'Active service' is hereby deleted in its entirety and replaced with:

“Active Service” means you must:

1. appear on the Employer’s regular payroll records (excluding seasonal, on-call and temporary employees); and
2. be hired for regular, full-time employment with the Employer; or
3. be hired to work regular, part-time employment at 4/5 time, or at least a minimum of 30 hours per week, or a combination of hours thereof, which results in a consistent 1,560 annual hours.

You will be deemed to be in Active Service on each day of a regular paid vacation or on a regular non-working day on which you are not disabled if in Active Service on the last preceding regular work day.’

### Minimum Monthly Benefit:

The Minimum Amount of Monthly Income payment will in no event be less than \$100.00 payable for a maximum of 60 months, or to age 60, whichever is first. Thereafter, the minimum benefit will in no event be less than \$50.00. However, there will be no minimum benefit payable if you work less than 1,200 hours per year.

### Probationary Period:

30 Days

### Basic Monthly Earnings:

Under 'SECTION I – DEFINITIONS' of the Certificate, the definition of 'Basic monthly earnings' is hereby deleted in its entirety and replaced with:

“Basic monthly earnings” means the hourly base wage listed per the union contract or non-union pay plan, excluding overtime and other miscellaneous fringe benefits, based off a 37.5 or a 40 hour work week for full-time employees. For insured part-time employees, not more than 40 hours in a week will be counted.’

### Individual Terminations:

Under 'SECTION V – INDIVIDUAL TERMINATION', under '6.', items 'b.' and 'c.' are hereby deleted in their entirety and replaced with:

'b. for paid board-approved leaves of absence, subject to the following:

- i. Noncontributory coverage
  1. Coverage will continue provided that:
    - a. we receive written notice in advance of a leave approved by the Employer which includes the beginning and ending dates of the leave and the amount of your covered salary; and
    - b. Paid leaves of absence and the right to continue coverage during paid leaves are available to all employees in the same Eligible Class under the Group Policy; and
    - c. The Employer remits the required premium for coverage.

PAGE TWO OF THE SPECIAL PROVISIONS FOR ALL ELIGIBLE EMPLOYEES OF DOUGLAS COUNTY:

Individual Terminations (Continued):

2. The Elimination Period can be satisfied during a paid leave of absence, but benefits will not begin until the later of the end of the Elimination Period, or the date the paid leave was scheduled to end. In the event a benefit is payable, it will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the leave of absence, or the salary for which premium was paid.
  3. Unless you return to active, eligible status on or before the date the leave is scheduled to end, coverage extended during a paid leave will terminate on the earlier of the date the paid leave is scheduled to end or 12 months from the date the paid leave began.
- c. for unpaid board-approved leaves of absence, subject to the following:
- i. Noncontributory Coverage
    1. Coverage will continue provided that:
      - a. we receive written notice in advance of an unpaid leave of absence approved by the Employer which includes the beginning and ending dates of the unpaid leave of absence and the amount of your covered salary; and
      - b. unpaid leaves of absence and the right to continue coverage during unpaid leaves of absence are available to all Employees in the same Eligible Class under the Group Policy; and
      - c. the Employer remits the required premium for coverage.
    2. No benefits are payable during an unpaid leave of absence. If you become Disabled during such leave the Elimination Period will begin on the date the unpaid leave of absence was scheduled to end. The benefit will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the unpaid leave of absence, or the salary for which premium was paid.
    3. Unless you return to active, eligible status on or before the date the unpaid leave of absence is scheduled to end, coverage extended during an unpaid leave of absence will terminate on the earlier of the date the unpaid leave of absence is scheduled to end or 12 months from the date the unpaid leave of absence began.'

Furthermore under 'SECTION V – INDIVIDUAL TERMINATION', under item '6.', the following is hereby added:

- 'e. For employees on a FMLA leave, coverage will continue until the later of the leave period required by the Federal Family and Medical Leave Act of 1993 and any amendments, or the leave period required by applicable state law provided that:
  - i. We receive written notice in advance of a leave approved by the Employer which includes the beginning and ending dates of the leave and the amount of your covered salary;
  - ii. FMLA leaves of absence and the right to continue coverage during FMLA leaves are available to all eligible employees in the same class covered under the Policy; and

PAGE THREE OF THE SPECIAL PROVISIONS FOR ALL ELIGIBLE EMPLOYEES OF DOUGLAS COUNTY:

Individual Terminations (Continued):

- iii. The Employer remits the required premium for coverage.

The Elimination Period can be satisfied and benefits may be payable during a FMLA leave subject to all other contract provisions. The benefit will be based on your earnings in effect on your last full day of Active Work prior to the leave.’

Grace Period:

Under ‘SECTION VI – GENERAL POLICY PROVISIONS’, of the Certificate, under the provision entitled ‘C. GRACE PERIOD’, every occurrence of the number ‘31’ is deleted and replaced with the number ‘60’.

Mental Illness Limitation:

Benefit ‘L(1)’ applies. Furthermore, the definition of “Mental or emotional illness” found on this page is hereby deleted in its entirety and replaced with:

“Mental or emotional illness” means any neurosis, psychoneurosis, psychopathy, psychosis and all other mental or emotional illness of any type including, but not limited to, substance abuse or addiction and the use of any hallucinogen. “Substance abuse” includes alcoholism and the taking of a prescription or controlled drug in a manner not prescribed or recommended by a physician.’

TC/H/C/A(3)/B/E/G/D/M(2)/K/L(1)/AMEND-3/AMEND35



## SECTION I - DEFINITIONS

"Active service" means you must be working:

1. for the employer on a permanent full-time basis and paid regular earnings;
2. at least 30 hours per week unless otherwise specified in the Schedule of Benefits; and either
3. at the employer's usual place of business; or
4. at a location to which the employer's business requires you to travel.

You will be deemed to be in active service on each day of a regular paid vacation or on a regular nonworking day on which you are not disabled if you were in active service on the last preceding regular working day.

"Basic monthly earnings" means your monthly rate of earnings from the employer in effect immediately prior to the date total disability begins. It does not include bonuses, overtime pay and extra compensation.

"Company" means Madison National Life Insurance Company, Inc.

"Disability benefits," when used with the term retirement plan, means money which:

1. is payable under a retirement plan due to disability as defined in that plan; and
2. does not reduce the amount of money which would have been paid as retirement benefits at the normal retirement age under the plan if the disability had not occurred. (If the payment does cause such a reduction, it will be deemed a retirement benefit as defined in this certificate.)

"Eligibility date" means the date you become eligible for insurance under the policy. Classes eligible are shown in the Schedule of Benefits.

"Elimination period" means a period of consecutive dates of total disability for which no benefit is payable. The elimination period is shown in the Schedule of Benefits and begins on the first day of total disability.

"Employee" is as defined in the Schedule of Benefits.

"Employer" means any employer who:

1. executes a Joinder Agreement with the Trustee of National Insurance Services; and
2. designates the Trustee as the entity to act as policyholder for it in conjunction with providing benefits described in the policy.

"Injury" means bodily injury resulting directly from an accident and independently of all other causes. The injury must occur and total disability must begin while you are insured under the policy.

"Insured" means an employee insured under the policy.

"Joinder Agreement" means an agreement made between an employer and the policyholder and approved by the Company to provide insurance under the policy.

"Monthly benefit" means the amount payable by the Company to you if and when you are a disabled insured.

"Physician" means a person who is:

1. operating within the scope of his or her license; and either
2. licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
3. legally qualified as a medical practitioner and required to be recognized under the policy for insurance purposes, according to the insurance statutes or the insurance regulations of the governing jurisdiction.

It will not include you or your spouse, daughter, son, father, mother, sister or brother.

"Policy" means the Group Long Term Disability Insurance Policy under which your Certificate is issued.

"Policyholder" means the policyholder named in this Certificate.

"Probationary period," as shown in the Schedule of Benefits, means the continuous length of time you must serve in an eligible class to reach your eligibility date.

"Retirement benefits," when used with the term "retirement plan," means money which:

1. is payable under a retirement plan either in a lump sum or in the form of periodic payments;
2. does not represent contributions made by you; and Note: Payments which represent your contributions are deemed to be received over your expected remaining life regardless of when such payments are actually received.
3. is payable upon:
  - a. early or normal retirement; or
  - b. disability if the payment does reduce the amount of money which would have been paid at the normal retirement age under the plan if the disability had not occurred.

"Retirement date" means the earlier of:

1. the first date as of which you apply for and receive retirement benefits under any pension plan to which the employer contributes; or
2. the first date as of which you apply for and receive retirement benefits under any state or federal government retirement plan or social security law. This does not include benefits which are payable solely for disability or solely because of employment or service with a state or federal governmental unit.

You must apply for any retirement benefits for which you are eligible no later than your 65th birthday. If no application is made at that time, the benefits under the policy shall be reduced by the estimated amount of benefits for which you are eligible.

"Retirement plan" means a plan which provides retirement benefits to you and which is not funded wholly by your contributions. The term shall include a profit-sharing plan, a thrift plan, an individual retirement account (IRA), a tax-sheltered annuity (TSA), a stock ownership plan, or a non-qualified plan of deferred compensation.

Note: "Employer's retirement plan" is deemed to include any retirement plan:

1. which is part of any federal, state, county, municipal or association retirement system; and
2. for which you are eligible as a result of employment with the employer.

"Sickness" means illness or disease which causes total disability. The total disability must begin while you are insured under the policy.

"Total disability" and "totally disabled" mean that because of injury or sickness:

1. you cannot perform each of the substantial and material duties of your regular occupation; and
2. after benefits have been paid for 24 months, you cannot perform each of the substantial and material duties of any gainful occupation for which you are reasonably fitted by training, education or experience; and  
Note: The period of time stated in this term may be longer than 24 months. If it is, the precise period of time will be stated in the Schedule of Benefits.
3. you are under the regular care and attendance of a physician. "Regular care and attendance" means observation and treatment by a physician. Such care and attendance is as required by current standards of medicine for the injury or sickness causing total disability.

"You" and "your" means the person named in this Certificate.

## SECTION II - ELIGIBILITY AND EFFECTIVE DATES

### A. ELIGIBLE CLASSES

The classes eligible for insurance are shown in the Schedule of Benefits.

### B. ELIGIBILITY DATE

An employee in an eligible class will be eligible for insurance on the later of:

1. the Group Effective Date shown in the Schedule of Benefits; or
2. the day after you complete the probationary period.

### C. EFFECTIVE DATES OF INSURANCE

1. Insurance will be effective at 12:01 a.m. on the day determined as follows, but only if your written application for insurance is:
  - a. made with the Company through your employer; and
  - b. on a form satisfactory to the Company.
2. You will be insured on your eligibility date if you are not required to contribute to the cost of your coverage under the policy.
3. If you are required to contribute to the cost of your coverage under the policy, you will be insured on the latest of these dates:
  - a. your eligibility date, if you have made written application for insurance on or before this date;
  - b. the date you make written application for insurance, if you do it on or before the 31st day after your eligibility date;
  - c. the date the Company gives its approval, if you:
    - i. make written application for insurance more than 31 days after your eligibility date; or
    - ii. terminated your insurance while continuing to be eligible.

In the case of i. and ii. above, you must submit an application and evidence of insurability to the Company for approval. This will be at your expense.

4. Delayed Effective Date for Insurance - The effective date of any initial, increased or additional insurance will be delayed for you if you are not in active service because of a disability. The initial, increased or additional insurance will start on the date you return to active service.

## SECTION III - BENEFITS

### A. TOTAL DISABILITY

When the Company receives proof that you are totally disabled due to sickness or injury, the Company will pay you a monthly benefit after the end of the elimination period. The benefit will be paid for the period of total disability if you give to the Company proof of continued total disability.

The proof must be given upon request and at your expense. The monthly benefit will not:

1. exceed your amount of insurance; nor
2. be paid for longer than the maximum benefit period.

The amount of insurance and the maximum benefit period are shown in the Schedule of Benefits.

### B. MONTHLY BENEFIT

To figure the amount of monthly benefit:

1. Multiply your basic monthly earnings by the benefit percentage shown in the Schedule of Benefits.
2. Take the lesser of the amount:
  - a. determined in step 1 above; or
  - b. of the maximum monthly benefit shown in the Schedule of Benefits; and
3. Deduct other income benefits from this amount. Other income benefits are shown in the "Other Income Benefits" provision of this Certificate.

The monthly benefit payable will never be less than the minimum monthly benefit shown in the Schedule of Benefits.

### C. LUMP SUM PAYMENTS

Other income benefits which are paid in a lump sum will be prorated on a monthly basis over the time period for which the sum is given. If no time period is stated, the sum will be prorated on a monthly basis over your expected lifetime as determined by the Company.

### D. TERMINATION OF THE MONTHLY BENEFIT

The monthly benefit will cease on the earliest of:

1. the date you cease to be totally disabled;
2. the date you die;
3. the end of the maximum benefit period; or
4. the date you receive retirement benefits under the employer's retirement plan.

### E. WAIVER OF PREMIUM

Premium payments for you will be waived during any period for which benefits to you are payable. Premium payments may be resumed following a period during which they are waived.

## **SECTION IV - EXCLUSIONS AND LIMITATIONS**

### **A. GENERAL EXCLUSIONS**

The policy does not cover any total disability:

1. due to war, declared or undeclared, or any act of war;
2. due to any act of international armed conflict or conflict involving the armed forces of any country;
3. while you are in the armed forces of any country or international authority;
4. due to your attempted suicide while sane or insane;
5. as a result of your intentionally self-inflicted injuries;
6. as a result of your committing of or attempting to commit a felony;
7. as a result of your participation in a riot;
8. as a result of your engaging in an illegal occupation.

**B.** If your Certificate contains a pre-existing condition exclusion, it will be found on page K of this Certificate.

**C.** Your Certificate will contain one of the following pages regarding mental illness coverage and limitations: L(1); L(2); L(3); L(4) or L(5). Please read this page carefully.

**D.** If applicable, your Certificate will contain one of the following pages regarding pregnancy coverage and limitations: M(1); or M(2). Please read this page carefully.

## **SECTION V - INDIVIDUAL TERMINATION**

You will cease to be insured on the earliest of the following dates:

1. the date the policy terminates.
2. the date the employer's Joinder Agreement terminates.
3. the date you are no longer in an eligible class.
4. the date your class is no longer included for insurance.
5. the last day for which you made any required contribution.
6. the date your employment terminates. Cessation of your active employment will be deemed termination of employment, except:
  - a. the insurance will be continued for you if you are absent due to total disability during:
    - i. the elimination period; and
    - ii. the period during which premium is being waived.

- b. the employer may continue your insurance by paying the required premiums, subject to the following;
  - i. insurance may be continued for the time shown in the Schedule of Benefits for you if you are:
    - aa. temporarily laid off; or
    - bb. given leave of absence
  - ii. the employer must act so as not to discriminate unfairly among employees in similar situations.
- 7. your retirement date.

## **SECTION VI - GENERAL POLICY PROVISIONS**

### **A. STATEMENTS**

In the absence of fraud, all statements made in any application are considered representations and not warranties (absolute guarantees). No representation by:

- 1. the policyholder in applying for the policy will make it void unless the representation is contained in the application; or
- 2. you in applying for insurance under the policy will be used to reduce or deny a claim unless a copy of the application for insurance is or has been given to you.

No statement of the policyholder, except a fraudulent misstatement, shall be used to void the policy after it has been in force for two years. No statement of yours, except a fraudulent misstatement, shall be used in defense to a claim for total disability after your insurance has been in effect for two years.

### **B. COMPLETE CONTRACT - POLICY CHANGES**

- 1. The policy is the complete contract. It includes:
  - a. the application of the policyholder;
  - b. each employee's application for insurance.
- 2. The policy may be changed in whole or in part. Only an officer of the Company can approve a change. The approval must be in writing and endorsed on or attached to the policy.
- 3. No other person, including an agent, may change the policy or waive any part of it.

### **C. GRACE PERIOD**

If the policyholder does not pay in full any renewal premium on or before its due date, the policyholder will have a grace period in which to pay that renewal premium. The policy will remain in force during the grace period. If the premium is not paid in full before the grace period ends, the policy will end on the last day of the grace period.

The grace period will end 31 days after the premium due date. If the policyholder gives written notice to the Company at its Home Office, before or during the grace period, that it desires to end the policy before the end of the grace period, the policy will end either on the date the notice is received by the Company at its Home Office or on the date stated in the notice, whichever is later.

D. CLERICAL ERROR

Clerical error or omission will not:

1. deprive you of insurance;
2. effect your amount of insurance; or
3. effect or continue your insurance which otherwise would not be in force.

E. MISSTATEMENTS OF FACTS

If relevant facts about you were not accurate:

1. a fair adjustment of premium will be made; and
2. the true facts will decide if and in what amount insurance is valid under the policy.

F. NOTICE OF CLAIM

1. Written notice of claim must be given to the Company within 60 days of the date total disability starts, if that is possible. If that is not possible, the Company must be notified as soon as it is reasonably possible to do so.
2. When the Company has the written notice of claim, it will send you its claim forms. If the forms are not received within 15 days after written notice of claim is sent, you can send the Company written proof of claim without waiting for the forms.

G. PROOF OF LOSS

1. Proof of loss must be given to the Company. This must be done no later than 90 days after the end of the period for which the Company is liable.
2. If it is not possible to give proof within these time limits, it must be given as soon as reasonably possible. But proof of loss may not be given later than one year after the time proof is otherwise required, except in the absence of legal capacity.

H. PHYSICAL EXAMINATION AND AUTOPSY

The Company, at its own expense, will have the right and opportunity to have you, if your injury or sickness is the basis of a claim, examined by a physician or vocational expert of its choice. This right may be used as often as reasonably required. The Company may also have an autopsy made when it is not forbidden by law.

I. LEGAL ACTIONS

You or your authorized representative cannot start any legal action:

1. until 60 days after proof of loss has been given; nor
2. more than three years after the time proof of loss is required.

J. TIME OF PAYMENT OF CLAIMS

When the Company receives proof of loss, benefits payable under the policy will be paid monthly during any period for which the Company is liable.

K. PAYMENT OF CLAIMS

Benefits will be paid to you. The survivor benefit will be paid to the survivor, if any, as described in the provision "Survivor Benefit." If there is no survivor, they are payable in accordance with the beneficiary designation in effect at the time of payment. If none is then in effect, the benefits will be paid to your estate. Any other benefits unpaid at death may be paid, at the Company's option, either to your beneficiary or estate. If benefits are payable to your estate or a beneficiary who cannot execute a valid release, the Company can pay benefits up to \$1,000.00 to someone related to you or your beneficiary by blood or marriage whom the Company considers to be entitled to the benefits. The Company shall be discharged to the extent of any such payment made in good faith.

L. WORKERS' COMPENSATION

The policy is not in lieu of, and does not affect, any requirement for coverage by Workers' Compensation Insurance.

M. AGENCY

For all purposes of the policy, the policyholder acts on its own behalf or as agent of the employee. Under no circumstances will the policyholder be deemed the agent of the Company without a written authorization.

N. EMPLOYER'S GROUP NUMBER

Each employer will have its own group number. This number is shown on your Schedule of Benefits.

O. AMOUNT OF BENEFIT FOR PART OF A MONTH

A monthly benefit may be payable for less than a full month. If so, the amount of monthly benefit for such time shall be proportionally reduced.



### **Continuity of Coverage Upon Transfer of Insurance Benefits**

In order to prevent loss of coverage for an employee because of a transfer of insurance carriers, the policy will provide coverage for certain employees as follows:

#### **Failure to be in Active Service Due to Injury or Sickness.**

The policy will cover, subject to premium payments, employees:

1. insured with the prior carrier at the time of transfer; and
2. who are not in active service due to injury or sickness.

The benefit payable will be that which would have been paid by the prior carrier had coverage remained in force, less any benefit for which the prior carrier is liable.

#### **Disability Due to a Pre-existing Condition.**

Benefits may be payable for a total disability due to a pre-existing condition for an employee who:

1. was insured by the prior carrier at the time of transfer; and
2. was in active service and insured under this policy on its effective date.

The benefit will be determined according to the Schedule of Benefits if the employee satisfies the pre-existing condition exclusion under:

1. this policy; or
2. the prior carrier's policy, giving consideration towards continuous time insured under both policies.

No benefit will be paid if the employee cannot satisfy the pre-existing condition exclusion of 1. and 2. above.

-H-

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### **Cumulative Elimination Period**

If: (1) during the elimination period, you return to active work at your occupation or any other occupation; and (2) you become totally disabled again from the same or related cause(s); the elimination period shall be determined as follows:

1. If the return to active work is for a total of 10 or less working days: the elimination period shall be counted from the first day of the first period of total disability. The number of days of return to work shall be added to and extend the elimination period by that number of days.
2. If the return to active work is for a total of more than 10 working days: the elimination period shall start over and apply to the new period of total disability.

-C-

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## Other Income Benefits

Other income benefits mean those benefits shown below which are paid or would be paid if the proper claim were filed:

1. The amount for which you are paid under any:
  - a. Worker's Compensation Law;
  - b. occupational disease; or
  - c. other act or law of life intent.
2. The amount of any disability income benefits for which you are eligible under any compulsory benefit act or law.
3. The amount of any disability income benefits for which you are eligible under:
  - a. any other group insurance plan of the employer;
  - b. any state or federal government disability or retirement plan; or
  - c. any individual policy for which the employer pays some or all of the premiums.
4. The amount of benefits you are eligible to receive under the employer's retirement plan as follows:
  - a. any disability benefits;
  - b. any retirement benefits.
5. The amount of disability or retirement benefits under the United States Social Security Act, as follows:
  - a. disability or unreduced retirement benefits for which:
    - i. you are eligible; and
    - ii. your spouse, child or children are eligible because of your disability; or
    - iii. your spouse, child or children are eligible because of your eligibility for unreduced retirement benefits; or
  - b. reduced retirement benefits received by:
    - i. you; and
    - ii. your spouse, child or children because of your receipt of reduced retirement benefits.
6. Any earnings which you are eligible to receive from your employer, any other employer, or self employment for:
  - a. any salary continuation plan;
  - b. commission;
  - c. vacation pay;
  - d. bonus pay;
  - e. any other type of extra pay.
7. Auto insurance based on the principle of "no fault" coverage.

These other income benefits, except retirement benefits, must be payable as a result of the same total disability for which this policy pays a benefit.

Benefits under item 5a. above will be estimated if such benefits:

1. have not been awarded and have not been denied; or
2. have been denied, until such time as the denial is appealed through the final administrative appeals level; or
3. were at one time awarded but are now being denied, until such time as the denial is appealed through the final administrative appeals level.

If benefits have been estimated, the monthly benefit will be adjusted when the Company receives proof:

1. of the amount awarded; or
2. that benefits have been denied at the final administrative appeals level and the denial is not being appealed to the courts.

In the case of 2. above, a lump sum refund of the estimated amounts will be made.

-A(3)-

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### **Recurrent Disability**

“Recurrent disability” means a disability which is related to or due to the same cause(s) of a prior disability for which a monthly benefit was payable.

A recurrent disability will be treated as part of the prior total disability if, after receiving total disability benefits under this policy, you:

1. return to your regular occupation on a full-time basis for less than six months; and
2. perform all the material duties of your occupation.

Benefit payments will be subject to the terms of the policy for the prior total disability.

If you return to your occupation on a full-time basis for six months or more, a recurrent disability will be treated as a new period of total disability. You must complete another elimination period.

Successive disability which results from (an) unrelated cause(s) will be deemed to be a continuation of the first disability unless separated by your return to active service for at least one full day.

### **Rehabilitation**

If you are receiving a benefit under the policy, you may enter a rehabilitation program. This program must be supervised by a physician and approved by the Company. While in such a program, you shall be deemed to be totally disabled. The monthly benefit payable, while under such a program, shall be reduced by 50 percent of any income earned by you for work done under the program.

At no time shall the monthly benefit be paid beyond the maximum benefit period.

The monthly benefit will in no event be less than the minimum monthly benefit.

-B-

FORM LTD-3 CERT.

## **Survivor Benefit**

“Eligible survivor” means your spouse, if living, otherwise your children under age 25. “Children” shall include legally adopted children and step-children who are living with you in a parent-child relationship at the time of your death.

The Company will pay a benefit to the eligible survivor when proof is received that you died:

1. after total disability has continued for 180 days or more days in a row; and
2. while receiving a monthly benefit.

The benefit will be an amount equal to three times your last monthly benefit, or as otherwise stated in the Schedule of Benefits.

If payment becomes due to your children, payment will be made to:

1. the children; or
2. a person named by the Company to receive payments on the children’s behalf. This payment will be valid and effective against all claims by others representing or claiming to represent the children.

“Last monthly benefit” means the monthly benefit paid to you immediately prior to your death but not including any reduction for wages earned while in rehabilitation employment.

-E-

FORM LTD-3 CERT.

## **Cost of Living Adjustment**

The monthly benefit paid to you after adjustment for other income benefits would be changed yearly in accord with changes in the Federal Consumer Price Index (CPI). The CPI for the first January after the start of payment will be used to figure the change base on which future cost of living changes will be figured. The CPI for each subsequent January will be used to figure the change from the base. These figures will be the sum of all the percentage changes since the base was established. The cost of living feature takes effect: (1) on the March 1 after the January in which the sum of all the changes is 3 percent or more, and (2) only after the monthly benefit has been paid to you for at least 12 months in a row. Once the cost of living feature has gone into effect, it will stay in effect with a change in benefits on each subsequent March 1 based upon the sum of all of the percentage changes in the CPI up to the prior January. A total lifetime maximum increase of 20 percent will be allowed under this provision.

The total payment which is made during any one year period starting March 1 will be: the sum of the original benefits; less any reductions for other income benefits; plus the total amount of cost of living adjustment.

The monthly benefits payable, after all of the above adjustments have been made, may be the minimum monthly benefit shown in the Joinder Agreement. If so, then the cost of living adjustment will be applied to such minimum monthly benefit.

Should the CPI go down, the cost of living adjustment for successive one year periods may reduce the monthly benefit, but such adjustments will never reduce such benefits below the amount which would be payable if this cost of living benefit did not exist.

-G-

FORM LTD-3 CERT.

## Partial Disability

“Partial Disability” and “partially disabled” mean that:

1. With respect to your regular occupation, you, while unable to perform all the material duties your regular occupation on a full-time basis, are:
  - a. performing at least one of the material duties of your regular occupation on a part-time basis; or
  - b. performing at least one of the material duties of your regular occupation on a full-time basis.
2. With respect to any other occupation, you, after receiving 24 months of total disability benefits, remain completely unable to perform each of the material duties of your occupation, and are performing the duties of any other gainful occupation for which you are reasonably fitted by training, education or experience.

**Eligibility:** Subject to the following, the Company will pay partial disability benefits when proof is received that you are partially disabled within 31 days of receiving total disability benefits. The partial disability must result from the injury or sickness that caused total disability.

**Partial Disability Benefit:** The partial disability benefit will be the amount as computed in the “Monthly Benefit” and “Other Income Benefits” section of this Certificate less 50 percent of the earnings which you receive while you are partially disabled.

**Duration - Regular Occupation:** A monthly benefit will continue to be payable while you are partially disabled after you receive 24 months of:

1. total disability benefits; or
2. total and partial disability benefits.

But the monthly benefit will continue only while your partial disability earnings are less than 80 percent of your basic monthly earnings in effect when total disability began. Benefits will cease on the date partial disability earnings equal or exceed this limit.

**Duration – Any Other Occupation:** After you receive 24 month of total disability benefits, a monthly benefit will be payable while you are partially disabled, but only while your partial disability earnings are less than 70 percent of your basic monthly earning in effect when total disability began. Benefits will cease on the date partial disability earnings equal or exceed this 70 percent limit.

**Evidence:** The Company may require any evidence needed to verify your earnings and proof of continuing partial disability.

**Termination of Partial Disability Benefits:** Partial disability benefits will cease on the earliest of:

1. the date you cease to be partially disabled;
2. the date you die;
3. the end of the maximum benefit period;
4. the date you are eligible for benefits under any other group long term disability policy.

-D-

FORM LTD-3 CERT.

## Pregnancy – Full Maternity

Pregnancy, childbirth and related medical conditions shall be regarded as sickness and shall be subject to all the provisions of the policy relating to sickness.

-M(2)-

FORM LTD-3 CERT.

### **Pre-existing Condition Exclusion**

The policy will not cover any total disability:

1. caused by, contributed to by, or resulting from a pre-existing condition; and
2. which begins in the first 12 months after your effective date.

“Pre-existing condition” means a sickness or injury for which you had received medical treatment, consultation, care or services including diagnostic measures, or had taken prescribed drugs or medicines in the three months prior to your effective date.

If you are:

1. totally disabled due to a pre-existing condition on the day which is 12 months after your effective date; and
2. after that day, return to active service for at least five days in a row; and
3. again become disabled due to the same pre-existing condition; then
4. this pre-existing condition exclusion shall not apply to the new period of total disability.

-K-

FORM LTD-3 CERT.

### **Mental Illness Limitation**

“Mental or emotional illness” means any neurosis, psychoneurosis, psychopathy, psychosis and all other mental or emotional illness of any type.

After the two year period following the elimination period, benefit payment will be made only:

1. if you are still totally disabled by the mental or emotional illness; and
2. while you are confined as an in-patient in an institution licensed to treat that illness.

-L(1)-

FORM LTD-3 CERT.

AMENDMENT NO. 3

TO BE ATTACHED TO AND MADE PART OF THE CERTIFICATE

ISSUED TO: National Insurance Services Insurance Trust

It is agreed that the above certificate be amended, effective April 1, 1996, as follows.

1. Amend part VI of the certificate by adding the following provision:

SUBROGATION

You agree that we have all rights to any damages which arise out of any injury or illness you sustain, to the extent that these benefits are provided in the policy. You also agree that the right to such damages is hereby assigned to the Company. The Company has the right to recover from anyone. The Company may not collect for damages from you unless you are fully recovered, and we take into account your degree of fault and any other factors which may reduce your damages.

The provisions and conditions set forth on any page hereof are a part of this amendment as fully as if recited over the signature hereto affixed. Nothing contained in this amendment shall change any of the terms and conditions of this certificate other than as herein stated.

Executed by the Company on April 1, 1996.

MADISON NATIONAL LIFE INSURANCE COMPANY

By: \_\_\_\_\_

  
Officer of the Company

FORM LTD-AMEND-3

NIS

AMENDMENT NO. 35

TO BE ATTACHED TO AND MADE PART OF THE CERTIFICATE

ISSUED TO: National Insurance Services Trust

It is agreed that the above certificate be amended, effective January 1, 2002, as follows:

1. Amend the Section titled "General Policy Provisions" of the certificate by adding the following provision.

**Company's Right of Recovery**

The Company will not pay Benefits to you before you sign a Reimbursement Agreement and that Agreement is on file with the Company.

Whenever the Company has made payments to you in excess of the amount required by the provisions of this policy, or during periods of time for which you subsequently receive a retroactive benefit from any Other Income Benefit source, you will reimburse the Company for any such excess, duplicate, or erroneous payments.

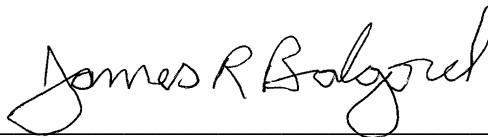
Upon request, you must execute and deliver to the Company such documents as may be required and do whatever else is necessary to secure our rights to recover any excess, duplicate, or erroneous payments.

You must reimburse the Company in a satisfactory and timely manner for any payments made to which you were not entitled under the terms of this policy. Such reimbursement will be due and payable immediately upon our notification to and demand of you. Or, at our option, the subsequent payment of Benefits or the refund of any premium owed you by the Company may be reduced or refused as a setoff and applied toward such reimbursement. If you delay in notifying the Company of your receipt of an Other Income Benefit or in making reimbursement to the Company, the Company will have the right to charge interest at a reasonable rate on the delinquent amount owed the Company.

Our acceptance of premium or other fees, or our providing or paying of Benefits, does not constitute a waiver of our rights to enforce the provisions of this section in the future. The provisions of this section are in addition to, and not in lieu of, any other rights or remedies available to the Company at law or in equity.

Executed by the Company on January 1, 2002.

MADISON NATIONAL LIFE INSURANCE COMPANY



By: \_\_\_\_\_

Officer of the Company



For service information, contact...

**NATIONAL INSURANCE SERVICES**

(262) 785-9995

Toll-Free 1-800-627-3660

For claim information, contact...

**MADISON NATIONAL LIFE INSURANCE COMPANY, INC.**

1-800-356-9601

**UNDERWRITTEN BY:**

***MADISON NATIONAL LIFE  
INSURANCE COMPANY, INC.***

Mailing Address: P.O. Box 5008 · Madison, WI 53705

