



**ASSURANT**  
Employee  
Benefits

# Group Benefits

**McGuire and Hester**

**Long Term Disability Insurance**



**CERTIFICATE OF  
GROUP INSURANCE**

**Union Security Insurance Company** certifies that the insurance stated in this Certificate became effective on the Effective Date shown in your Schedule. This Certificate is subject to the provisions of the below numbered *policy* issued by Union Security Insurance Company to the *policyholder*.

Policyholder:                McGuire and Hester

Group Policy Number:    5,203,794

Participation Number:    0

Effective Date:            For any *period of disability* starting on or after January 1, 2010.

This Certificate replaces any and all Certificates and Certificate Endorsements, if any, issued to you under the *policy*.

A handwritten signature in black ink that reads "Joe Roberts". The signature is written in a cursive style with a large, looping initial "J".

President and  
Chief Executive Officer



## NOTICE

If you need to contact someone about this Policy for any reason, please contact your agent. Please refer to your Policy Number in all correspondence. If you have any additional questions, you may contact our company by mailing your questions to:

Union Security Insurance Company  
Customer Relations  
P.O. Box 419596  
Kansas City, Missouri 64141-9958

You may also reach Union Security by telephone at 800.733.7879.

If you have not been able to contact or obtain satisfaction from your agent or Union Security, you may contact the California Department of Insurance by writing to:

California Department of Insurance  
Ronald Reagan Building  
300 South Spring Street  
Los Angeles, CA 90013

Toll-Free Number: 800.927.4357 (927.HELP) inside California except area codes 213 and 310.  
Hotline for Callers in area codes 213 and 310 and Outside of California: 213.897.8921.

This notice of complaint procedure is for information only and does not become a part or condition of this Policy or Certificate.

**Union Security Insurance Company**  
**GROUP LONG TERM DISABILITY INSURANCE**  
**OUTLINE OF COVERAGE**

**Read Your Certificate Carefully.** This outline of coverage is a very brief description of your coverage. This is not an insurance contract and only the Policy provisions will control.

**Long Term Disability Insurance.** This category of coverage is designed to provide, to *covered persons*, benefits during disabilities resulting from a covered accident or sickness, subject to any limitations set forth in your Certificate. Benefits are not provided for basic hospital, basic medical-surgical, or major medical expenses.

**Benefits.** Long Term Disability Insurance is designed to pay a monthly benefit which partially replaces income lost during periods of disability. **Insurance Provided** summarizes the benefit and **Definitions for Long Term Disability** defines disability.

Payment of benefits begins when a waiting period, called the Qualifying Period, is satisfied and continues until either the period of disability ends, or the Benefit Period expires. Both the Qualifying Period and Maximum Benefit Period are shown in the Schedule. **Definitions for Long Term Disability Insurance** provide more information about the Qualifying Period.

Your monthly benefit is based upon the Schedule Amount shown in the SCHEDULE. This amount will be reduced by payments and benefits under the **Offset Amount** and **Other Sources**.

**Exceptions, Reductions and Limitations of This Coverage.** There are circumstances under which the Long Term Disability Insurance provisions of the policy do not provide benefits, or provide only limited benefits.

**Continuation of Coverage.** The effective date of your coverage is stated in this Certificate and is subject to the **Exception to Effective Date**.

The conditions for termination of coverage are provided in **When a Person's Insurance Ends**.

**Premium or Contribution.** The cost of this insurance plan is paid for entirely by your employer.

This Certificate is not a Medicare Supplement Certificate. If you are eligible for Medicare, review the Medicare Supplement Buyer's Guide available from Union Security.

## SCHEDULE

### Eligible Persons

To be eligible for insurance, a person must be a member of an Eligible Class. The person must also complete a period of continuous service (Service Requirement) with the *policyholder* (or any *associated company*).

**Eligible Class:** Each *full-time* non-union\* employee of the *policyholder* or an *associated company*,

- who is at *active work*, and
  - who is working in the United States of America,
- as identified on the *policyholder's* or our records, except any temporary or seasonal worker.

\*A non-union employee is an employee of the *policyholder* or an *associated company* employed in a position not covered under a collective bargaining agreement by and between the *policyholder* or an *associated company* and a union local.

**Associated Companies:** None

### Service Requirement:

On January 1, 2010: 1 month

After January 1, 2010: 1 month

### Entry Date

Insurance will take effect on the later of (i) the date shown below, and (ii) the day all the eligibility requirements are met.

### Effective Date of Insurance

For *periods of disability* starting on or after January 1, 2010 (subject to Entry Date)

### Long Term Disability Insurance

**Schedule Amount:** 60% of *monthly pay* subject to a maximum Schedule Amount of \$10,000 per month.

For each day of a period less than a full month, the Schedule Amount will be 1/30th of the amount determined above.

*Monthly pay* means your basic monthly pay from the *policyholder* or an *associated company*, and is determined on the day before the *period of disability* starts. Bonuses, overtime, and other compensation not considered by us as basic wages or salary are not included. However, a monthly average of any commissions received during the prior full calendar year will be included. If you have been eligible to receive commissions for less than a full calendar year, *monthly pay* will include a monthly average of commissions received during the time you were eligible to receive them.

If you are an hourly employee, *monthly pay* will be based on your hourly rate of pay, but not on more than 40 hours per week.

**Minimum Benefit:** If you normally work at least 30 hours per week before your *period of disability* starts, the minimum monthly benefit will be \$100. For any part of a *period of disability* less than a full month, the Minimum Benefit is 1/30th of \$100 for each day of *disability* after the *qualifying period* ends.

**Qualifying Period:** 360 days

**Maximum Interruption During Qualifying Period:** 360 days

This Maximum applies to all returns to *active work* during any one *qualifying period*.

## SCHEDULE (continued)

**Maximum Benefit Period:** We will not pay benefits beyond the maximums stated below, based on the person's age on the day the *period of disability* started.

<u>Age</u>	<u>Maximum Benefit Period</u>
Before 60	to age 65
60 but before 65	the longer of age 65 or 36 months of <i>disability</i> *
65 but before 68	24 months of <i>disability</i> *
68 but before 70	18 months of <i>disability</i> *
70 but before 72	15 months of <i>disability</i> *
72 or more	12 months of <i>disability</i> *

\*following the end of the *qualifying period*.

## TABLE OF CONTENTS

GENERAL DEFINITIONS .....	2
DEFINITIONS FOR LONG TERM DISABILITY INSURANCE .....	3
ELIGIBILITY AND TERMINATION PROVISIONS .....	8
Exception to Effective Date .....	8
When Your Insurance Ends .....	8
LONG TERM DISABILITY INSURANCE .....	9
Insurance Provided .....	9
Amount of Benefit .....	9
Offset Amount .....	9
Other Sources .....	9
Estimate of Benefits .....	10
Social Security Assistance .....	10
Adjustment of Benefits .....	10
Lump Sum Benefit .....	11
Benefit Freeze .....	11
Managed Rehabilitation Benefit .....	11
Quality of Care Benefit .....	12
Exclusions .....	13
Special Conditions .....	13
Pre-Existing Conditions .....	14
Extended Benefit .....	14
Survivor Benefit .....	14
CLAIM PROVISIONS .....	15
Payment of Benefits .....	15
To Whom Payable .....	15
Authority .....	15
Filing a Claim .....	15
Physical Exam .....	15
Limit on Legal Action .....	15
Review Procedure .....	15
Incontestability .....	16
GENERAL PROVISIONS .....	17
Entire Contract .....	17
Errors .....	17
Misstatements .....	17
Individual Certificates .....	17
Workers' Compensation .....	17
Agency .....	17
ENDORSEMENTS .....	18

## GENERAL DEFINITIONS

These terms have the meanings shown here when *italicized*. The pronouns "we", "us", "our", "you", and "your" are not *italicized*.

*Active work* means working *full-time* for the *policyholder* or an *associated company* at your usual place of business.

*Associated company* means any company shown in the *policy* which is owned by or affiliated with the *policyholder*.

*Contributory* means you pay part of the premium.

*Covered person* means an eligible employee or member of the *policyholder*, or an *associated company* who has become insured for a coverage.

*Doctor* means a person, other than you, acting within the scope of his or her license to practice medicine and perform surgery.

*Eligible class* means a class of persons eligible for insurance under the *policy*. This class is based on employment or membership in a group.

*Full-time* means working at least 30 hours per week, unless indicated otherwise in the *policy*.

*Home office* means our office in Kansas City, Missouri.

*Injury* means accidental bodily injury. It does not mean intentionally self-inflicted injury while sane or insane.

*No-fault motor vehicle coverage* means a motor vehicle plan that pays disability or medical benefits without considering who was at fault in any accident that occurs.

*Noncontributory* means the *policyholder* pays the premium.

*Policy* means the group policy issued by us to the *policyholder* that describes the benefits for which you may be eligible.

*Policyholder* means the entity to whom the *policy* is issued.

*Proof of good health* means evidence acceptable to us of the good health of a person.

We, us, and our mean Union Security Insurance Company.

You and your mean an eligible employee or member of the *policyholder* or an *associated company* who has become insured for a coverage.

## DEFINITIONS FOR LONG TERM DISABILITY INSURANCE

*Accommodation expense* means the costs your employer incurs to accommodate your *disability*, as required by the Americans with Disabilities Act or similar legislation. It also means costs you incur for tools, equipment, furniture, computer software, or other items necessary for you to return to work. The amount of the *accommodation expense* will be limited to \$3,000 for each *period of disability*.

*Appropriate medical plan* means either an appropriate plan to arrive at a more accurate or more supported diagnosis of your medical condition(s), or an appropriate plan of treatment of your medical condition(s), or both.

*Disability* or *disabled* means that in a particular month, you satisfy either the Occupation Test or the Earnings Test, as described below. You may satisfy both the Occupation Test and Earnings Test, but you need only satisfy one Test to be considered *disabled*.

### Occupation Test

- During the first 24 months of a *period of disability* (including the *qualifying period*), an *injury*, sickness, or pregnancy requires that you be under the *regular care and attendance* of a *doctor*, and prevents you from performing at least one of the *material duties* of your regular occupation; and
- after 24 months of *disability*, an *injury*, sickness, or pregnancy prevents you from performing at least one of the *material duties* of each *gainful occupation* for which your education, training, and experience qualifies you.

### Earnings Test

You may be considered *disabled* in any month in which you are actually working, if an *injury*, sickness, or pregnancy, whether past or present, prevents you from earning more than 80% of your *monthly pay* in that month in any occupation for which your education, training or experience qualifies you. On each anniversary of the date your *disability* started, we will increase by 7.5% the *monthly pay* figure we use to decide whether you are *disabled* under this test. This increase will not affect the amount of benefit we pay.

If your actual earnings during any month are more than 80% of your *monthly pay* (including the 7.5% increase(s)), you will not be considered *disabled* under the Earnings Test during that month. 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. However, sick pay and salary continuance for periods not at work will not be included. Any lump sum payment will be pro-rated, based on the time over which it accrued or the period for which it was paid.

You may still be considered *disabled* according to the Occupation Test, without regard to your level of current earnings, if you meet the requirements of that Test.

If you meet the Earnings Test, *full-time* work in which you are performing all of the *material duties* of your regular or some other occupation will not interrupt the *qualifying period* or the *period of disability*. If you meet the Occupation Test only, work on less than a *full-time* basis or work in which you are not doing all of the *material duties* of your regular occupation, will not interrupt the *qualifying period* or the *period of disability*.

*Education expense* means, in your *rehabilitation plan*, the reasonable costs you incur which are required for your education or training to return to work. These costs may include the cost of tuition, books, computers, and other equipment. In your spouse's *rehabilitation plan*, *education expense* means the reasonable costs your spouse incurs which are required for your spouse's education or training. These costs may include the cost of tuition, books, computers, and other equipment.

*Family care expense* means the amount you spend for care of a family member in order for you to work or be retrained under a *rehabilitation plan*. To qualify:

## DEFINITIONS FOR LONG TERM DISABILITY INSURANCE (continued)

- your family member must be under age 13, or be physically or mentally incapable of caring for him or herself;
- your family member must be dependent on you for support and maintenance; and
- the person who cares for your family member cannot be a relative.

Not more than \$350 per family member per month will be included. A pro-rated amount will apply to any period shorter than a month.

*Gainful occupation* means an occupation in which you could reasonably be expected to earn at least as much as your Schedule Amount.

*Government plan* means the United States Social Security Act, the Railroad Retirement Act, the Canadian Pension Plan, similar plans provided under the laws of other nations, and any plan provided under the laws of a state, province, or other political subdivision. It also includes any public employee retirement plan or any teachers' employment retirement plan, or any plan provided as an alternative to any of the above acts or plans. It does not include any Workers' Compensation Act or similar law, or the Maritime Doctrine of Maintenance, Wages, or Cure.

*Hospital* means a facility supervised by 1 or more *doctors* and operated under state and local laws. It must have 24-hour nursing service by registered graduate nurses. It may specialize in treating alcoholism, drug addiction, chemical dependency, or mental disease, but it cannot be a rest home, convalescent home, or a home for the aged.

*Hospital confined* and *hospital confinement* mean staying in a *hospital* for 24 hours a day.

*Long term disability insurance* means the group long term disability insurance under the *policy* issued by us to the *policyholder*.

*Material duties* means the sets of tasks or skills required generally by employers from those engaged in a particular occupation. One *material duty* of your regular occupation is the ability to work for an employer on a *full-time* basis as defined in the *policy*.

*Medical expense* means the reasonable costs you incur for medical treatment, physical therapy, and adaptive equipment necessary for your vocational rehabilitation, in excess of amounts paid or payable by third parties and any amounts under a policy of major medical coverage.

*Mental illness* means a mental disorder as listed in the current edition of the Diagnostic and Statistical Manual of Mental Disorders, as published by the American Psychiatric Association. A *mental illness*, as so defined, may be related to or be caused by physical or biological factors, or result in physical symptoms or expressions. For the purposes of the *policy*, *mental illness* does not include any mental disorder listed within any of the following categories found in the Diagnostic and Statistical Manual of Mental Disorders, as published by the American Psychiatric Association:

- Mental Retardation;
- Motor Skills Disorder;
- Pervasive Developmental Disorders;
- Delirium, Dementia, and Amnesic and other Cognitive Disorders;
- Schizophrenia; and
- Narcolepsy, Obstructive Sleep Apnea, and Sleep Disorder due to a general medical condition.

*Moving expense* means the costs you incur to move more than 35 miles so that you can attend school or accept gainful work. In a spouse's *rehabilitation plan*, the costs are those incurred by the family so that the spouse can attend school or accept gainful work.

## DEFINITIONS FOR LONG TERM DISABILITY INSURANCE (continued)

*Nationally recognized authorities* means the American Medical Association (AMA), the AMA Board of Medical Specialties, the American College of Physicians and Surgeons, the Food and Drug Administration, the Centers for Disease Control, the Office of Technology Assessment, the National Institutes of Health, the Health Care Finance Administration, the Agency for Health Care Policy and Research, the Department of Health and Human Services, the National Cancer Institute, the American Psychiatric Association, and any additional organizations we choose which attain similar status.

*Other plan* means any group disability plan sponsored by your employer, the *policyholder*, or an *associated company*, except the one provided under the *policy*.

*Period of disability* means the time that begins on the day you become *disabled* and ends on the day before you return to *active work*. If you satisfy the *qualifying period* and then:

- return to *active work*;
- become *disabled* again; and
- remain insured under the *policy*,

the same *period of disability* may continue. Your return to *active work* must be for less than:

- 6 months, if the later *disability* results from the same cause, or a related one; or
- 1 day, if the later *disability* results from a different cause.

If your return to *active work* meets either of the above conditions, you do not have to satisfy the *qualifying period* again. The Maximum Benefit Period will continue on the day you become *disabled* again.

If you return to *active work* for more than the time shown above, and then become *disabled* again, you will start a new *period of disability*. You must satisfy the *qualifying period* again and the Maximum Benefit Period will start over.

*Qualifying period* means the length of time during a *period of disability* that you must be *disabled* before benefits are payable. If you satisfy the Earnings Test during the entire *qualifying period*, the Maximum Interruption During Qualifying Period in the Schedule will not apply. If application of the Occupation Test and the Maximum Interruption During Qualifying Period would result in an earlier entitlement to benefits, we will apply those provisions instead of the Earnings Test. In satisfying the Occupation Test, if you:

- return to *active work* during the *qualifying period* for no more than the maximum number of days shown in the Schedule;
- remain insured under the *policy*; and
- become *disabled* again for the same cause or one related to it;

you will not have to satisfy again the part of the *qualifying period* that you have already fulfilled.

In any case, you cannot satisfy any part of the *qualifying period* by any *period of disability* that results from a cause for which we do not pay benefits.

Any days of *active work* (including weekends in between) will not count in satisfying the *qualifying period*.

*Quality of care services* means services which are designed to assist you in reaching and maintaining the functional capacity to work in a *gainful occupation* with reasonable continuity.

*Regular care and attendance* means care at a frequency medically appropriate for your condition. If your condition does not require frequent visits to your *doctor*, neither will we.

*Rehabilitation plan* means a written statement, developed by us, which describes:

## DEFINITIONS FOR LONG TERM DISABILITY INSURANCE (continued)

- the vocational rehabilitation goals for you;
- our responsibilities, your responsibilities, and the responsibilities of any other parties to the plan; and
- the timing of the implementation and expected completion of the plan, to the extent that it can be established, assuming your full cooperation.

The *rehabilitation plan* will be designed to enable you to return to work in a *gainful occupation*.

A spouse's *rehabilitation plan* means a written agreement between you, your spouse, and us in which, at your request, we agree to provide, arrange or authorize appropriate vocational or physical rehabilitation services.

*Retirement plan* means a formal or informal retirement plan, whether or not under an insurance or annuity contract. It does not include:

- a plan you pay for entirely;
- a qualified profit-sharing plan;
- a thrift plan;
- an individual retirement account (IRA);
- a tax sheltered annuity (TSA);
- a stock ownership plan;
- a *government plan*; or
- a plan that qualifies under Internal Revenue Service Code 401(k).

*Social security plan* means:

- the United States Social Security Act;
- the Railroad Retirement Act;
- the Canadian Pension Plan; or
- any similar plan provided under the laws of any other nation.

It also means any public employee retirement plan, or teachers' employment retirement plan provided as an alternative to rather than a supplement for such plans.

*SSA representatives* are persons or organizations which specialize in assisting people to obtain disability benefits under the United States Social Security Act. If you appoint an *SSA representative*, and they agree you are a good candidate, they will help you pursue your Social Security claim.

*Special conditions* means:

- *mental illness*;
- musculoskeletal and connective tissue disorders of the neck and back including any disease or disorder of the cervical, thoracic and lumbosacral back and its surrounding soft tissue including sprains and strains of joints and adjacent muscles, except
  - arthritis;
  - herniated intervertebral discs;

## DEFINITIONS FOR LONG TERM DISABILITY INSURANCE (continued)

- scoliosis;
  - spinal fractures;
  - osteopathies;
  - spinal tumors, malignancy, or vascular malformations;
  - radiculopathies, documented by electromyogram;
  - spondylolisthesis, grade II or higher;
  - myelopathies and myelitis;
  - demyelinating diseases; or
  - traumatic spinal cord necrosis.
- chronic fatigue syndrome;
  - fibromyalgia;
  - carpal tunnel syndrome;
  - environmental allergic illness, including but not limited to sick building syndrome and multiple chemical sensitivity; or
  - alcohol, drug or chemical abuse, dependency or addiction.

## ELIGIBILITY AND TERMINATION PROVISIONS

### Exception to Effective Date

If you are not at *active work* on the day you would otherwise become insured, your insurance will not take effect until you return to *active work*. If the day your insurance would normally take effect is not a regular work day for you, your insurance will take effect on that day if you are able to do your regular job.

### When Your Insurance Ends

Your insurance will end on the date:

- the *policy* ends;
- the *policy* is changed to end the insurance for your *eligible class*;
- you are no longer in an *eligible class*;
- you stop *active work*; or
- a required contribution was not paid.

## LONG TERM DISABILITY INSURANCE

### Insurance Provided

If you become *disabled* while insured under the *policy*, we will pay long term disability benefits if you satisfy the *qualifying period*. We will continue to pay benefits during your *disability*, but not beyond the Maximum Benefit Period. Any benefits are subject to the provisions of the *policy*.

### Amount of Benefit

The amount of benefit we will pay is the Schedule Amount minus the Offset Amount. However, if the Schedule Amount plus the amount of benefits and payments from Other Sources is more than 70% of your *monthly pay*, your benefit will be further reduced by the excess.

### Offset Amount

If you are eligible for any of the following benefits, the total of all monthly benefits plus the pro-rated amount of any lump sum payments will be subtracted from the Schedule Amount:

- group disability benefits from any *other plan*.
- disability benefits from the United States Social Security Act, including dependent benefits, payable because of your *injury*, sickness, or pregnancy.
- disability benefits from a *government plan*, except Social Security.
- any benefits (except medical or death benefits) or any amount received in a settlement or compromise of your rights, under:
  - any Workers' Compensation Act (or a similar law); or
  - the Maritime Doctrine of Maintenance, Wages or Cure.
- retirement benefits, disability benefits, or similar benefits (not including your contributions) from a *retirement plan* sponsored by your employer, the *policyholder*, or an *associated company*.

Early retirement benefits from a *retirement plan* will be included only if:

- you choose to receive them; or
- they would not reduce the normal retirement benefit under the *retirement plan* sponsored by your employer.
- retirement benefits from a *government plan*.

### Other Sources

- If you are eligible to receive any salary, wages, partnership or proprietorship draw, commissions, or similar pay from any work you do, we will not consider such income for the 12 consecutive months starting on the day you become entitled to it, as long as the sum of:
  - the income described above,
  - the Schedule Amount, and
  - benefits from any source described in Other Sources,

is not more than 100% of your *monthly pay*. If the sum is more than 100% of your *monthly pay*, we will subtract the amount over 100% from the Schedule Amount when determining your benefit under the *policy*.

## LONG TERM DISABILITY INSURANCE (continued)

After 12 months, we will consider 70% of the amount determined after reducing any salary, wages, partnership or proprietorship draw, commissions or similar pay you earn from any work you do, by any *family care expense*.

- any group disability insurance contract, except one sponsored by your employer, the *policyholder*, or an *associated company*.
- any *no-fault motor vehicle coverage*, unless:
  - state law or regulation does not allow group disability benefits to be reduced by benefits from *no-fault motor vehicle coverage*; or
  - the *no-fault motor vehicle coverage* determines its benefits after benefits have been paid under the *policy*; or
  - the benefits are provided under optional coverage.

### Estimate of Benefits

If you:

- are eligible for benefits from any of the above sources; or
- would be paid such benefits if you had applied for them or had applied for them on time;

we will figure your monthly benefit as though you are receiving these other benefits, even if you are not.

We will:

- estimate the amount of your Social Security benefit; and
- offset that amount as described above;

until we receive notice of a denial of such benefits at the first level of appeal after an initial denial.

### Social Security Assistance

Your claim for Social Security disability benefits may be denied up to the reconsideration level. If it is, we will have it reviewed by an *SSA representative*, at your request.

If we consider you a good candidate, we will start this process. We will give you a list of *SSA representatives*. If you choose from this list, we will pay their fee.

Whether you use our help or not, we will reimburse you for the fee charged you by your *SSA representative*. You must become entitled to Social Security disability benefits while eligible for benefits under our *policy*. Our reimbursement is limited to the fee approved by the Social Security Administration. We may reduce any overpayment calculated in our claim.

### Adjustment of Benefits

If we find that the amount of benefits from any source should be different from the amount we used to figure your monthly benefit, we will adjust it.

If we paid you less than we should have, we will pay you the difference.

If we paid you more than we should have, you must pay us the difference. We may reduce your benefit or stop paying benefits until the overpayment is recovered. If we reduce your benefit, or stop paying benefits, the Minimum Benefit will not be payable.

## LONG TERM DISABILITY INSURANCE (continued)

### Lump Sum Benefit

If you receive benefits from any source in a lump sum, we will pro-rate it over the time in which it accrued, based on information from the source of the payment. If we do not receive all the information we need, we will pro-rate the payment according to its nature and purpose.

### Benefit Freeze

We will not reduce your monthly benefit further if the amount of benefits from any source, other than the *policy*, changes because of a cost of living increase that occurs automatically or by law after you satisfy the *qualifying period*.

### Managed Rehabilitation Benefit

#### Rehabilitation Plan for You

You may be eligible to receive vocational rehabilitation services. In order to be eligible for such services you must demonstrate to us that you have the functional capability to successfully complete a *rehabilitation plan*.

Vocational rehabilitation services will include the preparation of a *rehabilitation plan* for you, with input from you and your *doctor*. We, you, your *doctor*, or your employer can begin the process of developing a *rehabilitation plan*. Vocational rehabilitation services may include payment of your *medical expense*, *education expense*, *moving expense*, *accommodation expense*, or *family care expense*.

While you are participating, with your full cooperation, in your *rehabilitation plan*, we will increase your Schedule Amount by 10% of your *monthly pay* or \$1,000, whichever is less. During this period, your Schedule Amount may exceed the maximum Schedule Amount in the Schedule.

If you return to work as part of a *rehabilitation plan* while you are *disabled*, we will pay your employer:

- 100% of your salary, wages, partnership or proprietorship draw, commissions, or similar pay; or
- the Schedule Amount, if less;

for the first month after you return to work, or your remaining *period of disability*, if less.

If your *disability* ends while you are participating, with your full cooperation, in your *rehabilitation plan*, and you are not able to find gainful work, we will:

- pay you the amount of benefit, other than rehabilitation benefits, that would have been payable to you if you had remained *disabled* until:
  - 3 months after your *disability* ends; or
  - the date you are able to find gainful work, if earlier; and
- provide or pay for reasonable job placement services for a period of up to 3 months after your *disability* ends.

Failure to participate with your full cooperation in the *rehabilitation plan*, without good cause, will result in the reduction or the end of your *long term disability insurance* benefits. If benefits end, your *long term disability insurance* coverage under the *policy* will end. Reduction of benefits will be based on your projected income if you had met the goals of the *rehabilitation plan*. Benefits will be figured as though you were:

- actually working in the occupation contemplated in the *rehabilitation plan*; and
- earning the projected income amount.

## LONG TERM DISABILITY INSURANCE (continued)

If such work at the projected income amount would have resulted in the end of your *long term disability insurance* benefits, your benefits will end as of the expected completion of the *rehabilitation plan*. "Good cause" means a medical reason preventing implementation of the *rehabilitation plan*.

### Rehabilitation Plan for Your Spouse

You and your spouse may ask to participate in a *rehabilitation plan* for your spouse while you are *disabled* if:

- you are receiving disability benefits from a *social security plan*; and
- your spouse's earnings in the six calendar months prior to your *disability* averaged less than 60% of your *monthly pay*.

The terms and conditions of the *rehabilitation plan* must be mutually agreed by you, your spouse, and us.

The *rehabilitation plan* for your spouse may include payment of your spouse's *education expense*, reasonable job placement expenses, and the family's *moving expense*, if any. It may also include *family care expense* incurred by your spouse, necessary in order for your spouse to be retrained under the *rehabilitation plan*.

We will reduce the amount of your benefit we pay you by 50% of any salary, wages, partnership or proprietorship draw, commissions, or similar pay from any work your spouse does as a result of participating in your spouse's *rehabilitation plan*. If your spouse is working when your spouse's *rehabilitation plan* begins, we will only reduce your benefit by 50% of the increase in income that results from your spouse's participation in your spouse's *rehabilitation plan*.

### Quality of Care Benefit

You may be eligible for *quality of care services*, while you are *disabled*. In providing *quality of care services*, we will help develop an *appropriate medical plan* for you. As part of the *appropriate medical plan*, we may:

- arrange any necessary second medical opinions or specialty consultations;
- recommend referral to therapeutic programs including, but not limited to, physical therapy, occupational therapy, speech therapy, exercise programs, mental health programs, pain clinic programs, and other medical rehabilitation programs;
- identify durable medical equipment which might improve your ability to function;
- provide published medical materials for you or your *doctor*, and refer you to support groups for people with similar impairments;
- negotiate discounts for your benefit with providers of medical services, equipment, or prescription drugs;
- help you identify third parties who may pay for needed therapeutic programs, equipment, or services; or
- pay for reasonable costs you incur to participate in the plan, in excess of amounts paid or payable by third parties (including any amounts receivable under a policy of medical coverage). We may pay for such costs if you would not otherwise be able to undertake the necessary therapeutic program or receive the services. We will consider, among other things, the likelihood that such programs or services will result in an overall lowering of benefits payable to you under the *policy*.

If we find that an *appropriate medical plan* for your condition has not yet been developed for you, we will develop and endorse such a plan, with input from you and your *doctor*. If we find that your *doctor* has devised an *appropriate medical plan* for you, but you have not followed that plan consistently, we will endorse that plan. In making our decision to endorse a plan, we will rely on the currently published guidelines with respect to your medical condition from *nationally recognized authorities*. If more than one *appropriate medical plan* exists, you and your *doctor* may choose the one most appropriate for you.

## LONG TERM DISABILITY INSURANCE (continued)

*Long term disability insurance* benefits and your coverage under the *policy* will both end, without regard for any other provisions of the *policy*, if:

- there is unreasonable failure on your part to undergo a scheduled examination for a second medical opinion or specialty consultation; or
- once we have endorsed an *appropriate medical plan* for you, you fail to comply with this plan without good cause. "Good cause" means a medical reason preventing implementation of the plan.

### Exclusions

We will not pay benefits for any time you are confined to any facility because you were convicted of a crime or public offense.

We will not pay benefits for any *disability* caused by:

- war or any act of war, whether declared or not;
- intentionally self-inflicted injury, while sane or insane; or
- taking part in or the result of taking part in committing an assault or felony.

We will not pay benefits if:

- your employer, the *policyholder*, or an *associated company* has offered you the opportunity to return to limited work while you are *disabled*;
- you are functionally capable of performing the limited work which is offered; and
- you do not return to work when and as scheduled.

Benefits will end as of the date you were first scheduled to return to work. Subject to the terms of the *policy*, benefits will recommence on the earlier of the date you return to such work, if you remain *disabled*, or the date your *disability* worsens so that you are no longer capable of such work.

### Special Conditions

We pay only a limited benefit for a *period of disability* due to *special conditions*. The Maximum Benefit Period for all such *periods of disability* is 24 months. This is not a separate maximum for each such condition, or for each *period of disability*, but a combined maximum for all *periods of disability* and for all of these conditions.

Your *period of disability* will be considered due to *special conditions* if:

- you are limited by one or more of the stated conditions; and
- you do not have other conditions which, in the absence of the stated conditions, would continue to exist, limit your activities, and lead us to conclude that you were *disabled*.

Benefits may be payable for more than 24 months, but not beyond the Maximum Benefit Period in the Schedule, if you

- are *hospital confined* at the end of the 24-month period above, and
- remain *disabled*.

Benefits will be payable for the length of your confinement and for up to 60 days following the end of your confinement.

## LONG TERM DISABILITY INSURANCE (continued)

If you are *hospital confined* again during the 60-day period for at least 10 consecutive days, benefits will be payable for the length of the second confinement and for up to 60 days following the end of the second confinement.

### Pre-Existing Conditions

We will not pay benefits for any *disability* caused by a pre-existing condition (defined below) until you have been at *active work* for a full day following the earlier of:

- 3 consecutive months, ending on or after the day you became insured under the *long term disability insurance policy*, during which you do not consult with or receive advice from a licensed medical or dental practitioner or receive medical or dental care, treatment or services, including taking drugs, medicine, insulin or similar substances, for that condition; or
- 12 consecutive months during which you are continuously insured under the *long term disability insurance policy*.

A "pre-existing condition" means an *injury*, sickness, or pregnancy or any related *injury*, sickness, or pregnancy for which you:

- consulted with or received advice from a licensed medical or dental practitioner, or
- received medical or dental care, treatment or services, including taking drugs, medicine, insulin, or similar substances

during the 3 months that end on the day before you became insured under the *long term disability insurance policy*.

### Extended Benefit

If you are *disabled* on the day your *long term disability insurance* ends, and if you remain *disabled* long enough to qualify, we will pay benefits according to the *policy*.

### Survivor Benefit

If you die while entitled to benefits under the *policy*, we will pay a survivor benefit. We must receive proof of your death and proof that the person claiming the benefit is entitled to it. We will pay the survivor benefit only to your lawful spouse, if living, otherwise, to your children. Children must be unmarried, and under age 21 or, if a full-time student, age 25. "Children" include step-children or foster children that depended on you for support and maintenance. Adopted children are also included.

The monthly survivor benefit equals the monthly benefit payable under the *policy* for your last full calendar month of *disability*. If no benefit was paid for a full calendar month, a survivor benefit for a full month will be determined.

The survivor benefit is payable on:

- the first of the month after your death; and
- the first of each of the next 2 months.

If no one entitled to the survivor benefit is living on the first of any month after your death, we will not pay a survivor benefit.

Payment of the survivor benefit is subject to the other provisions of the *policy*.

## CLAIM PROVISIONS

### Payment of Benefits

We will pay benefits at the end of each month (or shorter period) for which we are liable, after we receive the required proof. If any amount is unpaid when *disability* ends, we will pay it when we receive the required proof.

### To Whom Payable

We will pay all benefits to you, if you are legally competent. If you are legally incompetent, we will pay benefits to the guardian of your estate. If any amount remains unpaid when you die, we will pay your estate.

### Authority

We have the sole discretionary authority to determine eligibility for participation or benefits and to interpret the terms of the Policy. All determinations and interpretations made by us are conclusive and binding on all parties.

### Filing a Claim

1. You must send us notice of the claim. We must have written notice of any insured loss within 30 days after it occurs, or as soon as reasonably possible. You can send the notice to our *home office*, to one of our regional group claims offices, or to one of our agents. We need enough information to identify you as a *covered person*.
2. Within 15 days after the date of your notice, we will send you certain claim forms. The forms must be completed and sent to our *home office* or to one of our regional group claims offices. If you do not receive the claim forms within 15 days, we will accept a written description of the exact nature and extent of the loss.
3. The time limit for filing a claim is 90 days after the end of the first month (or shorter period) for which we are liable.
4. To decide our liability, we may require:
  - proof of benefits from other sources, and
  - proof that you have applied for all benefits from other sources, and that you have furnished any proof required to get them.

You must furnish whatever items we decide are necessary as proof of loss or to decide our liability. You must authorize the sources of medical and dental services to release your medical information. If you do not furnish any required information or authorize its release, we will not pay benefits.

If it is not reasonably possible to give proof on time, we will not deny or reduce your claim if you give us proof as soon as reasonably possible.

### Physical Exam

We may ask you to be examined as often as we require at any time we choose. We will pay for any exam we require.

### Limit on Legal Action

No action at law or in equity may be brought against the *policy* until at least 60 days after you file proof of loss. No action can be brought after the statute of limitations in your state has expired, but, in any case, not after 6 years from the date of loss.

### Review Procedure

You must request, in writing, a review of a denial of your claim within 180 days after you receive notice of denial.

## CLAIM PROVISIONS (continued)

You have the right to review, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits, and you may submit written comments, documents, records and other information relating to your claim for benefits.

We will review your claim after receiving your request and send you a notice of our decision within 45 days after we receive your request, or within 90 days if special circumstances require an extension. We will state the reasons for our decision and refer you to the relevant provisions of the *policy*. We will also advise you of your further appeal rights, if any.

### **Incontestability**

The validity of the *policy* cannot be contested after it has been in force for 2 years, except if premiums are not paid.

Any statement made by the *policyholder* or a *covered person* will be considered a representation. It is not considered a warranty or guarantee. A statement will not be used in a dispute unless it is written and signed, and a copy is given to the *covered person* or the *beneficiary*.

No statement, except fraudulent misstatement, made by a *covered person* about insurability will be used to deny a claim for a loss incurred or *disability* starting after coverage has been in effect for 2 years.

No claim for loss starting 2 or more years after the *covered person's* effective date may be reduced or denied because a disease or physical condition existed before the person's effective date, unless the condition was specifically excluded by a provision in effect on the date of loss.

## GENERAL PROVISIONS

### Entire Contract

The *policy* and the *policyholder's* application attached to it are the entire contract. Any statement made by you or the *policyholder* is considered a representation. It is not considered a warranty or guarantee. A statement will not be used in a dispute unless it is written and signed, and a copy is given to you.

### Errors

An error in keeping records will not cancel insurance that should continue nor continue insurance that should end. We will adjust the premium, if necessary, but not beyond 3 years before the date the error was found. If the premium was overpaid, we will refund the difference. If the premium was underpaid, the difference must be paid to us.

### Misstatements

If any information about a person is misstated, the facts will determine whether insurance is in effect and in what amount. We will equitably adjust the premium.

### Individual Certificates

We will send certificates to the *policyholder* to give to each *covered person*. The certificate will state the insurance to which the person is entitled. It does not change the provisions of the *policy*.

### Workers' Compensation

The *policy* is not in place of, and does not affect any state's requirements for coverage by Workers' Compensation insurance.

### Agency

Neither the *policyholder*, any employer, any *associated company*, nor any administrator appointed by the foregoing is our agent. We are not liable for any of their acts or omissions.

## ENDORSEMENTS

Effective on and after its effective date, the Certificate is changed as follows:

1. At the request of the state of California, the term “spouse” shall also mean a domestic partner. A “domestic partner” is defined in Section 297 of the California Family Code.

PC-ALL-139

## SUMMARY PLAN DESCRIPTION

This Summary Plan Description is issued to you in compliance with the Employee Retirement Income Security Act of 1974 (ERISA). Included within this document is your Certificate of Insurance, issued by Union Security Insurance Company in compliance with state law. Your Summary Plan Description does not replace or modify the Master Policy issued by Union Security Insurance Company in any way. The Master Policy is the contract which sets forth the terms and conditions of the benefits the Plan Sponsor chose to provide in its welfare benefit plan. The Master Policy may be amended at any time by agreement between the Plan Sponsor and Union Security Insurance Company. The Master Policy may be terminated at any time by the Plan Sponsor or may be terminated by Union Security Insurance Company for non-payment of premium or for failure to meet the Master Policy's minimum participation requirements. The Plan Administrator has the obligation to prepare, issue, amend and file the Summary Plan Description (SPD) and is solely responsible for its contents.

### GENERAL ADMINISTRATIVE PROVISIONS

**Name of the Plan:** McGuire and Hester

**Plan Sponsor:** McGuire and Hester  
9009 Railroad Avenue  
Oakland, CA 94603  
510.632.7676

**Employer I.D. Number:** 94-1074934

**Type of Plan:** An employee welfare plan providing benefits for:  
  
Long Term Disability Insurance

**Plan Number:** PN501 unless another number is assigned by the employer, the Plan Administrator, or on any Form 5500 filed for the Plan.

**Effective Date:** The plan, as described in this SPD, became effective on January 1, 2010.

**Who Is Eligible:** Each full-time non-union\* employee who is at active work in the United States of America is eligible for coverage after the completion of the service requirement.

Full-time means working at least 30 hours per week. Any employee working less than 30 hours per week or any temporary or seasonal worker is excluded.

Service requirement:  
On the effective date of the plan: None

After the effective date of the plan: 1 month

\*A non-union employee is an employee of McGuire and Hester employed in a position not covered under a collective bargaining agreement by and between McGuire and Hester and a union local.

The plan may also cover other persons not included above. Check with the plan administrator.

**Plan Administrator:** McGuire and Hester  
Ms. LaNelle Torkelsen  
9009 Railroad Avenue  
Oakland, CA 94603  
510.632.7676

**Type of Administration:** This plan is insured by a contract with Union Security Insurance Company, 2323 Grand Boulevard, Kansas City, Missouri 64108.

**Amendment or Termination of Plan:** This plan may be amended or terminated at any time by the Plan Sponsor.

**Agent for Service of Legal Process:** McGuire and Hester  
Ms. LaNelle Torkelsen  
9009 Railroad Avenue  
Oakland, CA 94603  
510.632.7676

**Plan Records:** The fiscal records for the plan are kept on a policy year basis ending each December 31.

**Cost of Benefits:** The premiums for the Long Term Disability Insurance plan are paid for entirely by the Plan Sponsor.

**Your plan includes:** Long Term Disability Insurance

The benefits, limitations and exclusions are described in the Certificate which is found within this Description.

## STATEMENT OF ERISA RIGHTS

As a participant in this Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974. ERISA provides that all plan participants shall be entitled to:

- (i) Examine, without charge at the plan administrator's office and at other specified locations such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and, if required, a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
- (ii) Obtain, upon written request to the plan administrator, copies of all documents governing the plan including insurance contracts and collective bargaining agreements, and, if required, copies of the latest annual report (Form 5500 Series) and the updated summary plan description. The administrator may make a reasonable charge for the copies.
- (iii) Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate our plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for welfare benefits is denied in whole or in part you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request certain materials from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court may decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and legal fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous. If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **CLAIMS PROCEDURE**

The following procedures apply to the extent benefits under your employee benefit plan are insured under a contract issued by Union Security Insurance Company.

### **PRESENTING A CLAIM**

Contact your plan administrator, who will advise you of any forms which are required. These forms should be returned to the Plan Administrator after completion. This Administrator will review them, complete any information concerning eligibility and forward them to Union Security Insurance Company. Time limits for filing the claim and other requirements for notice and proof of loss may be found under the heading, "Filing A Claim".

### **NOTIFICATION OF DECISION—DISABILITY**

A decision will be made within 45 days after receipt by Union Security Insurance Company of a properly executed, complete proof of loss unless circumstances beyond the control of the Plan require an extension of time for processing the claim. Such an extension of time may not exceed 30 additional days unless circumstances beyond the control of the Plan require a second extension, not to exceed an additional 30 days. If the claim is denied in whole or in part, Union Security Insurance Company will provide written notice either directly to you or to the Plan Administrator for delivery to you. The written notice will contain:

1. The specific reason or reasons for the denial;
2. Specific reference to pertinent provisions of the policy upon which the decision is based;
3. A description of any additional material or information needed to perfect the claim and an explanation of why it is necessary; and
4. An explanation of the plan's claim review procedure.

### **AUTHORITY**

Union Security Insurance Company has the sole discretionary authority to determine eligibility for participation or benefits and to interpret the terms of the Policy. All determinations and interpretations made by Union Security Insurance Company are conclusive and binding on all parties.

### **REVIEW PROCEDURE—DISABILITY**

You are entitled to a full and fair review of denial of claim. You may make a request to the Plan Administrator or appropriate named fiduciary, if other than the Plan Administrator. The procedure is as follows:

1. The request for review must be in writing and made within 180 days of receipt of written notice of denial;
2. You have the right to review, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits. You have the right to review copies of any internal rule, guideline, protocol or other similar criterion that was relied upon in making our decision to deny your claim. You have the right to submit issues and comments in writing, along with additional documents, records, and other information relating to your claim;
3. The Plan Administrator will forward the request to Union Security Insurance Company;
4. Union Security Insurance Company will make a decision upon review within 45 days after receipt of the request unless special circumstances require an extension of time for processing in which case the time limit shall not be later than 90 days after receipt. The decision or review will be in writing, include the specific reasons for the decision and specific references to the pertinent plan provisions on which the decision is based and be furnished either directly to you or to the Plan Administrator for delivery to you.





**ASSURANT**

Employee  
Benefits

2323 Grand Boulevard  
Kansas City, MO 64108

Policy 5,203,794  
Participant 0  
Booklet 1  
12/7/2009