

Disability Insurance

This is a brief summary of the disability coverage provided under policy form WP DI 001 1223. See Policy for complete details. Some states vary.

WHAT'S COVERED?

The Policy covers Disability, which means:

- Inability due to Injury or Sickness to perform the material and substantial duties of the Insured's occupation at the time the Disability starts, and;
- Receiving continuous care by a licensed Physician, and;
- Not working for wages or profit.
- Disability includes Complications of Pregnancy but not pregnancy or childbirth absent such complications.

As shown on the Schedule Page of the Policy:

- The Monthly Insurance Benefit Amount (chosen by the Insured at the time of application) cannot exceed the lesser of the Maximum Benefit Amount or 60% of an employee's Monthly Salary or an Independent Contractor's or Self-Employed individual's Average Monthly Income at the time of application;
- Benefits may be payable monthly for up to the Maximum Benefit Period;
- A Waiting Period (retroactive or non-retroactive to the date disability begins) may apply before benefits begin;
- A Lifetime Aggregate Maximum Benefit applies.

WHAT'S NOT COVERED?

The Policy excludes benefits for any Disability that is:

- a result of a pre-existing medical condition which means that the Insured has been treated by, diagnosed by or consulted with a licensed Physician or licensed chiropractor for the medical condition in the Pre-Existing Conditions Months, as shown on the Schedule Page, before the Policy Effective Date and such condition becomes the cause of Disability within the Pre-Existing Conditions Months, as shown on the Schedule Page, after the Policy Effective Date;
- due to hospitalization that occurs during the first ninety (90) days after the Policy Effective Date due to illness;
- a result of normal pregnancy that does not include Complications of Pregnancy;

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- a result of war or any act of war (declared or undeclared);
- a result of a self-inflicted injury;
- a result of voluntary ingestion of illegal drugs;
- a result of intoxication;
- a result of injuries during commission of a felony;
- a result of participation in a riot or insurrection; or
- a result of an illegal occupation or activity.

Medical Care Requirement: Benefits are not payable for any period of Disability during which the Insured is not under the care of a licensed Physician. Such care must be appropriate, according to generally accepted medical standards for the condition which is causing the Disability and must be provided by a licensed Physician whose area of expertise is appropriate for the Sickness or Injury.

If the Insured incurs a qualifying Disability event and a qualifying Involuntary Unemployment event or Salary Gap event simultaneously, only one benefit will be paid, and it will be the larger of the two benefits amounts.

Involuntary Unemployment

This is a brief summary of the involuntary unemployment coverage provided under policy rider forms WP IU EE 001 1223 and WP IU IC 001 1223. See Policy for complete details. Some states vary.

WHAT'S COVERED?

When the Insured becomes Involuntarily Unemployed, benefits as shown on the Schedule Page will be payable as follows:

- The Insured must:
 - (1) be Involuntarily Unemployed, and
 - (2) remain Involuntarily Unemployed for the duration of the Waiting Period, as shown on the Schedule Page. A Waiting Period (retroactive or non-retroactive to the date you became involuntarily unemployed) may apply before benefits begin; and
 - (3) be approved for and receiving state unemployment benefits.
- Benefits for Involuntary Unemployment will stop when the Monthly Insurance Benefit Amount has been paid for the entire Maximum Benefit Period or Lifetime Aggregate Maximum Benefit shown in the Schedule Page or, if earlier, on the date the Insured is no longer Involuntarily Unemployed,
- Involuntary Unemployment benefits will be reduced as necessary so that Involuntary Unemployment benefits plus all government and/or private unemployment benefits do not exceed the salary, wages or employment income from employment held immediately prior to the incurred date of a qualifying event from the occupation shown in the application.

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If the Insured incurs a qualifying Disability event and a qualifying Involuntary Unemployment event simultaneously, only one benefit will be paid, and it will be the larger of the two benefits amounts.

WHAT'S NOT COVERED?

Involuntary Unemployment benefits are not payable in these circumstances:

- For a seasonal worker, meaning a person whose occupation can be carried on only during certain seasons or defined portions of the year and where the customary period of employment is less than one thousand (1,000) hours during the calendar year;
- Occurring in the Involuntary Unemployment Insurance Vesting Period as shown on the Schedule Page. During the Involuntary Unemployment Insurance Vesting Period, at the Insured's option following the denial of a claim, the Involuntary Unemployment coverage can be cancelled for a full refund of premium;
- Due to termination as a result of cause or willful misconduct (a transgression of some established and definite rule of action, a forbidden act or omission, or an act or omission involving dishonesty, or a dereliction of duty, active or passive, which is willful in character and beyond simple negligence), excessive absenteeism or tardiness, or criminal misconduct (unlawful behavior as determined by Local, State or Federal law); resulting directly or indirectly from any dishonest, fraudulent or criminal act; due to a circumstance known by the Insured prior to the Policy Effective Date;
- Due to war or any act of war (declared or undeclared);
- For an Employee: due to a voluntary forfeiture of salary, wages or employment income;
- For an Employee or Independent Contractor: due to a voluntary resignation or retirement;
- For a Self-Employed individual: voluntary resignation or divestiture of business interest;
- For an Independent Contractor or Self-Employed individual: due to a voluntary forfeiture of salary, wages, employment income or independent contracting income;
- For an Independent Contractor or Self-Employed individual: due to the contractual expiration of an employment or engagement contract.

SALARYGAP®

This is a brief summary of the SALARYGAP re-employment coverage provided under policy rider forms WP SG EE 001 1223 and WP SG IC 001 1223. See Policy for complete details. Some states vary.

WHAT'S COVERED?

When the Insured experiences a qualifying Salary Gap, benefits as shown on the Schedule Page will be payable as follows:

- The Insured must:

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- (1) be Involuntarily Unemployed, and
- (2) find Replacement Employment within the SALARYGAP Eligibility Months, and
- (3) experience a Salary Gap while this rider is in force.
- Commencement of SALARYGAP benefits starts once the definitions of Salary Gap and Replacement Employment been satisfied. Benefits are either retroactive or non-retroactive to the date the Salary Gap began .
- Benefits for a Salary Gap will stop when the Monthly Insurance Benefit amount has been paid for the entire Maximum Benefit Period or Lifetime Aggregate Maximum Benefit as shown on the Schedule Page or, if earlier, on the date the Insured no longer experiences a Salary Gap.
- For an Employee: SALARYGAP benefits will be reduced as necessary so that SALARYGAP benefits plus all salary, wages or employment income from Replacement Employment, plus any residual government sponsored unemployment benefits do not exceed the salary, wages or employment income from employment held before Involuntary Unemployment started.
- For an Independent Contractor or Self-Employed individual: SALARYGAP benefits will be reduced as necessary so that SALARYGAP benefits plus all salary, wages or contracting income from Replacement Employment, plus any residual government sponsored unemployment benefits do not exceed the Average Monthly Income immediately before Involuntary Unemployment started.

If the Insured incurs a qualifying Disability event and a qualifying Salary Gap event simultaneously, only one benefit will be paid, and it will be the larger of the two benefits amounts.

WHAT'S NOT COVERED?

SALARYGAP® benefits are not payable in these circumstances:

- For a seasonal worker, meaning a person whose occupation can be carried on only during certain seasons or defined portions of the year and where the customary period of employment is less than one thousand (1,000) hours during the calendar year;
- Occurring in the SALARYGAP Insurance Vesting Period as shown on the Schedule Page. During the Vesting Period, at the option of the Insured following the denial of a claim, SALARYGAP coverage can be cancelled for a full refund of premium;
- Due to termination as a result of cause or willful misconduct (a transgression of some established and definite rule of action, a forbidden act or omission, or an act or omission involving dishonesty, or a dereliction of duty, active or passive, which is willful in character and beyond simple negligence), excessive absenteeism or tardiness, or criminal misconduct (unlawful behavior as determined by Local, State or Federal law); resulting directly or indirectly from any dishonest, fraudulent or criminal act; due to a circumstance known by the Insured prior to the Policy Effective Date;
- Due to war or any act of war (declared or undeclared);
- For an Employee: due to a voluntary forfeiture of salary, wages or employment income;
- For an Employee: voluntary resignation or retirement;
- For an Employee: as an Independent Contractor or a Self-Employed individual;
- For a Self-Employed individual: voluntary resignation or divestiture of business interest;
- For an Independent Contractor or Self-Employed individual: due to a voluntary forfeiture of salary, wages or employment income or independent contracting income;

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- For an Independent Contractor or Self-Employed individual: due to the contractual expiration of an employment or engagement contract;
- For an Independent Contractor: voluntary resignation or retirement.

DEFINITIONS

DISABILITY, INVOLUNTARY UNEMPLOYMENT AND SALARYGAP

(note: not all definitions in the Policy are shown here)

Actively at Work - Employee

Working in a position requiring at least 30 hours of work per week, considered an employee and have done so for at least the Actively At Work period as shown on the Schedule Page immediately prior to the Policy Effective Date and on a continuous basis for wages or profit excluding temporary paid or unpaid absences during which You are considered an employee of that company.

Actively at Work – Independent Contractor and Self-Employed

Engaged for at least 30 hours of work per week, considered an Independent Contractor or Self-Employed and have done so for at least the Actively At Work period as shown on the Schedule Page immediately prior to the Policy Effective Date and on a continuous basis for wages or profit, excluding temporary paid or unpaid absences during which the Insured was considered an Independent Contractor or Self-Employed;

Average Monthly Income – Independent Contractor and Self-Employed

The monthly average of total earned income for the Look Back Period as shown on the Schedule Page including all forms of compensation.

Independent Contractor

A person who operates an independent business and who is not subject to the immediate direction and control of an employer.

Insured

The person named as the insured on the application for the Policy.

Lifetime Aggregate Maximum Benefit

The Lifetime Aggregate Maximum Benefit amount payable is the Maximum Benefit Amount shown on the Schedule Page times the multiple shown on the Schedule Page and is applicable to all benefits (Disability, Involuntary Unemployment and SALARYGAP) available under the Policy.

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Look Back Period

The number of months as shown on the Schedule Page used to calculate the Average Monthly Income for Independent Contractors and Self-Employed.

Maximum Benefit Period

The longest period of time as shown on the Schedule Page for which a benefit will be paid for continuous Disability or Involuntary Unemployment or SALARYGAP from a single occurrence while the Policy is in force.

Monthly Insurance Benefit Amount

The Monthly Insurance Benefit Amount is the amount payable for each occurrence of a qualifying event (Disability, Involuntary Unemployment or Salary Gap). The Monthly Insurance Benefit Amount for Disability is shown on the Schedule Page; for Involuntary Unemployment or SALARYGAP, it is equal to the Monthly Insurance Benefit Amount for Disability times the Involuntary Unemployment or SALARYGAP Benefit Ratio as shown on the Schedule Page.

The total aggregate Monthly Insurance Benefit Amount cannot exceed the lesser of the Maximum Benefit Amount or 60% of the Insured's, for an Employee: Monthly Salary or for an Independent Contractor or Self-Employed individual: Average Monthly Income for the Look Back Period immediately prior to the incurred date of a qualifying event from the occupation shown in the application. If the total Aggregate Monthly Insurance Benefit Amount issued under any 1 or more policies exceeds the Maximum Benefit Amount, coverage will be reduced to the Maximum Benefit Amount and a proportionate share of any premium charge for the excess coverage will be refunded or coverage will be cancelled and the full amount of premium charged will be refunded less any claims paid.

Monthly Salary-Employee

The regularly recurring Monthly Salary (or total recurring hourly wages paid for the month) excluding any non-regular compensation such as overtime, periodic bonuses or commission-based income.

Self-Employed

A person working for income coming directly from his or her own business, trade, profession, or partnership. A company or entity in which the individual has a ten percent (10%) or greater equity or ownership interest will be regarded as his or her own business.

Waiting Period – Disability or Involuntary Unemployment

The number of consecutive days following a qualifying event before benefits begin as shown on the Schedule Page. Benefits begin one day following the end of the Waiting Period. Benefits may or may not be retroactive to the incurred date of the qualifying event as shown on the Schedule Page.

Waiting Period – SALARYGAP

The number of consecutive days following a qualifying Involuntary Unemployment event before the SALARYGAP Eligibility Period begins as shown on the Schedule Page.

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TERMS APPLICABLE SPECIFICALLY TO DISABILITY

Complications of Pregnancy

A condition which requires medical treatment and whose diagnosis is distinct from pregnancy but is adversely affected by or are caused by pregnancy, such as:

When pregnancy is *NOT* terminated:

- acute nephritis;
- nephrosis;
- cardiac decompensation;
- missed abortion;
- eclampsia;
- puerperal infection;
- R.H. Factor problems;
- severe loss of blood requiring transfusion; and
- other similar medical and surgical conditions of comparable severity related to pregnancy.

When pregnancy *IS* terminated:

- non-elective cesarean section;
- ectopic pregnancy that is terminated; and
- spontaneous termination of pregnancy during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy will *NOT* include:

- false labor;
- occasional spotting;
- Physician prescribed rest during the period of pregnancy;
- morning sickness;
- preeclampsia;
- similar conditions associated with the management of a difficult pregnancy but which are not a separate Complication of Pregnancy; and
- elective cesarean section.

Disability / Disabled

Disability or Disabled means that the Insured is:

- due to Injury or Sickness, unable to perform the material and substantial duties of his or her occupation at the time when the Disability starts, and;
- receiving continuous care by a licensed Physician other than the Insured or a Family Member, and;

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- Not working for wages or profit; and
- Disabled longer than the Waiting Period as shown on the Schedule Page.

Family Member

The Insured's parents (includes a step-parent), grandparent, spouse, child(ren), includes legal adopted or step or foster child(ren), brother or sister, grandchild(ren), or in-laws. A Family Member includes an individual who normally lives in the Insured's household.

Injury

Accidental bodily harm to the Insured which occurs while the Policy is in force.

Physician

A legally qualified licensed Physician or surgeon other than the Insured or a Family Member who is acting within the scope of his or her license.

Sickness

An illness or disease of the body of the Insured which is diagnosed or treated while the Policy is force.

TERMS APPLICABLE SPECIFICALLY TO INVOLUNTARY UNEMPLOYMENT

Involuntary Unemployment / Involuntarily Unemployed - Employee

Total loss of salary or wages that occurs after the Involuntary Unemployment Insurance Vesting Period as shown on the Schedule Page, and lasts as long as the Waiting Period as shown on the Schedule Page from one of the following causes:

- layoff – a suspension of employment, which continues more than the Waiting Period as shown on the Schedule Page;
- termination by the Insured's employer – a complete and permanent severance of employment at the order of the Insured's employer;
- strike – an authorized, unionized labor dispute and organized labor stoppage, that continues more than the Waiting Period as shown on the Schedule Page by a chartered or previously organized trade or labor union, through the coalition of its members (including the Insured), to obtain higher wages, shorter hours of employment, better working conditions or some other concession from the Insured's employer, by the employees stopping work at a pre-concerted time, which involves a combination of persons and not a single individual. Non-union collective bargaining is not included in this definition;
- lockout – the Insured's employer's discharge of employees (including the Insured) or temporary closing of a place of employment by the Insured's employer, in response to organized employee activity, which continues more than the Waiting Period as shown on the Schedule Page; or

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- natural disaster – interruption of work lasting longer than the Waiting Period as shown on the Schedule Page which causes a termination or suspension of the Insured’s employment.

Involuntary Unemployment / Involuntarily Unemployed - Independent Contractor or Self-Employed

Loss of at least the total Average Monthly Income Loss Ratio as shown on the Schedule Page of the Insured’s income that occurs after the Involuntary Unemployment Insurance Vesting Period as shown on the Schedule Page and lasts as long as the Waiting Period as shown on the Schedule Page from one of the following causes:

- layoff – a suspension of employment contract(s) which continues more than the Waiting Period as shown on the Schedule Page;
- strike – an authorized, unionized labor dispute and organized labor stoppage, that continues more than the Waiting Period as shown on the Schedule Page by a chartered or previously organized trade or labor union, through the coalition of its members (which may include the Insured), to obtain higher wages, shorter hours of employment, better working conditions or some other concession from the Insured’s employer, by the employees stopping work at a pre-concerted time, which involves a combination of persons and not a single individual. Non-union collective bargaining is not included in this definition;
- lockout – the Insured’s contracting employer’s discharge of employees and Independent Contractors or Self-Employed (including the Insured) or temporary closing of a place of employment by the Insured’s contracting employer(s), in response to organized employee activity which continues more than the Waiting Period as shown on the Schedule Page;
- natural disaster – interruption of work lasting more than the Waiting Period as shown on the Schedule Page which causes a termination or suspension of employment contract(s) or otherwise prevents the Insured from honoring the terms of employment contract(s);
- total involuntary loss of the Insured’s business interest; or
- involuntary bankruptcy, Chapter 7, Title 11 of the United States Bankruptcy Code.

Involuntary Unemployment Insurance Vesting Period

The number of consecutive days following the Policy Effective Date as shown on the Schedule Page wherein any claim that is incurred is not eligible for benefits. A claim is considered incurred on the day of the event causing Involuntary Unemployment.

TERMS APPLICABLE SPECIFICALLY TO SALARYGAP

Replacement Employment

At least 30 hours of work per week for at least 90 consecutive days with the same employer (for Independent Contractor or Self-Employed individual: or as an Independent Contractor or Self-Employed).

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Salary Gap - Employee

Salary Gap occurs if:

- Involuntarily Unemployed while SALARYGAP coverage is in force; and
- Replacement Employment is secured during the SALARYGAP Eligibility Period; and
- the difference between the Monthly Salary immediately before Involuntary Unemployment and the new Monthly Salary from the Replacement Employment is at least the Salary Gap Reduction Ratio as shown on the Schedule Page times the Monthly Salary immediately before Involuntary Unemployment.

Salary Gap - Independent Contractor or Self-Employed

Salary Gap occurs if:

- Involuntarily Unemployed while SALARYGAP coverage is in force; and
- qualifying Replacement Employment is secured during the SALARYGAP Eligibility Period; and
- the difference between the Average Monthly Income immediately before Involuntary Unemployment and the new Average Monthly Income for the Replacement Employment is at least the Salary Gap Reduction Ratio as shown on the Schedule Page times the Average Monthly Income immediately before Involuntary Unemployment.

SALARYGAP Benefit Ratio

A percentage of the Disability Benefits as shown on the Schedule Page.

SALARYGAP Eligibility Months

The number of months following the Waiting Period as shown on the Schedule Page to find re-employment.

SALARYGAP Eligibility Period

The period beginning on the day after satisfying the Waiting Period as shown on the Schedule Page for a qualifying Involuntary Unemployment event and ending after the number of months have elapsed equal to the SALARYGAP Eligibility Months as shown on the Schedule Page.

SALARYGAP Insurance Vesting Period

The number of days as shown on the Schedule Page following the Policy Effective Date wherein any claim that is incurred is not eligible for benefits.