YOUR BENEFIT PLAN



IMA Financial Group, Inc.

Short Term Disability

EMPLOYER: IMA Financial Group, Inc.

PLAN NUMBER: GRH-697415

PLAN EFFECTIVE DATE: April 1, 2018

BENEFITS UNDER THE GROUP SHORT TERM DISABILITY PLAN DESCRIBED IN THE FOLLOWING PAGES ARE PROVIDED AND FUNDED BY THE EMPLOYER.

THE EMPLOYER HAS FULL RESPONSIBILITY FOR PAYMENT OF ANY BENEFITS DUE ACCORDING TO THE TERMS AND CONDITIONS OF THE PLAN.

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SCHEDULE OF BENEFITS

The Plan of short term Disability provides You with short term income protection if You become Disabled from a covered Injury, Sickness, or pregnancy.

The benefits described herein are those in effect as of January 1, 2023

Cost of Coverage:
You do not contribute towards the cost of coverage.

Eligible Class(es) For Coverage:
All Full-time and Part-time Active Employees excluding validated producers, temporary, leased or seasonal employees.

Full-time Employment: at least 30 hours weekly

Part-time Employment: at least 20 hours weekly

Eligibility Waiting Period for Coverage:
1) The first day of the month coinciding with or next following 30 day(s) of employment - if You are working for the Employer on the Plan Effective Date; or
2) The first day of the month coinciding with or next following the date You were hired - if You start working for the Employer after the Plan Effective Date.

The time period(s) referenced above are continuous. The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time or Part-time Active Employee.

In that Contracts' response relates to the customer's self-funded arrangement and not to a fully insured policy, the customer retains the final determination regarding SPD language and should seek their legal counsel's advice to ensure compliance with applicable law.

Benefits Commence:
1) for Disability caused by Injury: on the 8th consecutive day of Total Disability or Disabled and Working;
2) for Disability caused by Sickness: on the 8th consecutive day of Total Disability or Disabled and Working.

Weekly Benefit:
100% of Your Pre-disability Earnings.

Maximum Duration of Benefits Payable:
1) 12 week(s) if caused by Injury; or
2) 12 week(s) if caused by Sickness.

Additional Benefits:

Disabled and Working Benefit
See Benefit

Rehabilitative Employment Benefit
See Benefit

ELIGIBILITY AND ENROLLMENT

Eligible Persons: *Who is eligible for coverage?*
All persons in the class or classes shown in the Schedule of Benefits will be considered Eligible Persons.

Eligibility for Coverage: *When will I become eligible?*
You will become eligible for coverage on the later of:
1) the Plan Effective Date; or

2) the date You complete the Eligibility Waiting Period for Coverage shown in the Schedule of Benefits, if applicable.

Enrollment: *How do I enroll for coverage?*
All eligible Active Employees will be enrolled automatically by the Employer.

PERIOD OF COVERAGE

Effective Date: *When does my coverage start?*
If You are not required to contribute toward The Plan's cost, Your coverage will start on the date You become eligible.

Deferred Effective Date: *When will my effective date for coverage or a change in my coverage be deferred?*
If You are absent from work due to:
1) accidental bodily injury;
2) Sickness;
3) Mental Illness;
4) Substance Abuse; or
5) pregnancy;

on the date Your coverage, or increase in coverage, would otherwise have become effective, Your coverage, or increase in coverage will not become effective until You are Actively at Work one full day.

Continuity From A Prior Plan: *Is there continuity of coverage from a Prior Plan?*
If You were:
1) insured under the Prior Plan; and
2) not eligible to receive benefits under the Prior Plan;

on the day before the Plan Effective Date, the Deferred Effective Date provision will not apply.

Termination: *When will my coverage end?*
Your coverage will end on the earliest of the following:
1) the date The Plan terminates;
2) the date The Plan no longer covers Your class;
3) the last day of the period for which You make any required contribution;
4) the date Your Employer terminates Your employment; or
5) the date You cease to be a Full-time or Part-time Active Employee in an eligible class for any reason;

unless continued in accordance with one of the Continuation Provisions.

Continuation Provisions: *Can my coverage be continued beyond the date it would otherwise terminate?*
Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Continued coverage:
1) is subject to any reductions in The Plan; and
2) terminates if:
    a) The Plan terminates; or
    b) coverage for Your class terminates.

In any event, Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before Your coverage was continued. Coverage may be continued in accordance with the above restrictions and as described below:

Leave of Absence: If You are on a documented leave of absence, other than Family or Medical Leave, Your coverage may be continued for 12 weeks after the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Family and Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to 12 weeks after or longer if required by other applicable law, following the date Your leave commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Sabbatical: If You are on a documented paid sabbatical, Your coverage may be continued for 12 weeks after the sabbatical commenced. If the sabbatical terminates prior to the agreed upon date, this continuation will cease immediately.

Coverage while Disabled: *Does my coverage continue while I am Disabled and no longer an Active Employee?*
If You are Disabled and You cease to be an Active Employee, Your coverage will be continued:

1) while You remain Disabled; and
2) until the end of the period for which You are entitled to receive short term Disability Benefits.

After short term Disability benefit payments have ceased, Your coverage will be reinstated, provided:

1) You return to work for one full day as a Active Employee in an eligible class; and
2) The Plan remains in force.

BENEFITS

Disability Benefit: *What are my Disability Benefits under The Plan?*
If, while covered under this Benefit, You:

1) become Totally Disabled;
2) remain Totally Disabled; and
3) submit Proof of Loss to the Claims Evaluator;

The Plan will pay the Weekly Benefit.

The amount of any Weekly Benefit payable will be reduced by:

1) the total amount of all Other Income Benefits, including any amount for which You could collect but did not apply; and
2) any income received from the Employer for the period You are Totally Disabled.

Partial Week Payment: *How is a benefit calculated for a period of less than a week?*
If a Weekly Benefit is payable for less than a week, The Plan will pay 1/5 of the Weekly Benefit for each day You were Disabled.

Recurrent Disability: *What happens to my benefits if I return to work as an Active Employee and then become Disabled again?*
When Your return to work as an Active Employee is followed by a Disability, and such Disability is:

1) due to the same cause; or
2) due to a related cause; and
3) within 30 consecutive calendar days of the return to work;

the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided The Plan remains in force.

If You return to work as an Active Employee for 30 consecutive days or more, any recurrence of a Disability will be treated as a new Disability.

Period of Disability means a continuous length of time during which You are Disabled under The Plan.

Multiple Causes: *How long will benefits be paid if a period of Disability is extended by another cause?*
If a period of Disability is extended by a new cause while Weekly Benefits are payable, Weekly Benefits will continue while You remain Disabled, subject to the following:

1) Weekly Benefits will not continue beyond the end of the original Maximum Duration of Benefits; and
2) any Exclusions will apply to the new cause of Disability.

Termination of Payment: *When will my benefit payments end?*
Benefit payments will stop on the earliest of:

1) the date You are no longer Disabled;
2) the date You fail to furnish Proof of Loss;
3) the date You are no longer under the Regular Care of a Physician;
4) the date You refuse the Claims Evaluator's request that You submit to an examination by a Physician or other qualified medical professional;
5) the date of Your death;
6) the date You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition;
7) the last day benefits are payable according to the Maximum Duration of Benefits;

8) the date Your Current Weekly Earnings exceed 80% of Your Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation; or
9) the date no further benefits are payable under any provision in The Plan that limits benefit duration.

Disabled and Working Benefits: *How are benefits paid when I am Disabled and Working?*
If, while covered under this benefit, You are Disabled and Working, as defined, the Claims Evaluator will use the following calculation to determine Your Weekly Benefit:

$$\text{Weekly Benefit} = \frac{\mathbf{(A - B) \times C}}{\mathbf{A}}$$

Where

A = Your Weekly Pre-disability Earnings.
B = Your Current Weekly Earnings.
C = The Weekly Benefit payable if You were Totally Disabled.

If You are participating in a program of Rehabilitative Employment approved by the Claims Evaluator, the Claims Evaluator will determine Your Weekly Benefit by the Rehabilitative Employment Benefit.

Days which You are Disabled and Working may be used to satisfy the Benefits Commence Period.

Rehabilitative Employment Benefit: *What happens to my benefits if I accept Rehabilitative Employment?*
If, while You are Totally Disabled or Disabled and Working, You accept Rehabilitative Employment, the Employer will continue to pay a Weekly Benefit.

The Weekly Benefit the Employer will pay will be equal to Your Total Disability Weekly Benefit, less 50% of any income received from the Rehabilitative Employment.

The sum of the Weekly Benefit and total income received from Rehabilitative Employment may not exceed 100% of Your Pre-disability Earnings. If this sum exceeds the Pre-disability Earnings, the Weekly Benefit paid by the Employer will be reduced by the excess amount.

The Employer reserves the right to review any Rehabilitative Employment You participate in while benefits are being paid under The Plan.

If You remain Totally Disabled or Disabled and Working after a period of Rehabilitative Employment, You may continue to receive benefits under the Total Disability Benefit or Disabled and Working Benefit, subject to the Maximum Payment Period for such benefit.

EXCLUSIONS AND LIMITATIONS

Exclusions: *What Disabilities are not covered?*
The Plan does not cover, and will not pay a benefit for any Disability:
1) unless You are under the Regular Care of a Physician;
2) that is caused or contributed to by war or act of war (declared or not);
3) caused by Your commission of or attempt to commit a felony;
4) caused or contributed to by Your being engaged in an illegal occupation;
5) caused or contributed to by an intentionally self inflicted Injury;
6) for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; or
7) sustained as a result of doing any work for pay or profit for another employer.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:
1) was sponsored by the Employer; and
2) was terminated before the Effective Date of The Plan;
no benefits will be payable for the Disability under The Plan.

GENERAL PROVISIONS

Claims Evaluator: *What is the role of the Claims Evaluator?*
The Claims Evaluator is delegated the duties of the Employer to determine benefits payable according to the terms and conditions of The Plan.

Employer Role: *What is the role of the Employer in the Claims process?*
The Employer is responsible for making payment for benefits due according to the terms and conditions of The Plan.

The Employer's responsibilities also include, but are not limited to:
1) deciding appeals of claims which were initially denied by the Claims Evaluator; and
2) making final determinations regarding eligibility for coverage.

Notice of Claim: *When should the Claims Evaluator be notified of a claim?*
You, your supervisor or your physician must give the Claims Evaluator written notice of a claim within 30 days after Disability starts. If notice cannot be given within that time, it must be given as soon as possible. Such notice must include your name, your address and the Employer's name.

Claim Forms: *Are special forms required to file a claim?*
The Claims Evaluator will send forms to You to provide Proof of Loss, within 15 days of receiving a Notice of Claim. If the Claims Evaluator does not send the forms within 15 days, You may submit any other written proof which fully describes the nature and extent of Your claim.

Proof of Loss: *What is Proof of Loss?*
Proof of Loss may include but is not limited to the following:
1) documentation of:
    a) the date Your Disability began;
    b) the cause of Your Disability;
    c) the prognosis of Your Disability;
    d) Your Pre-disability Earnings, Current Weekly Earnings or any income, including but not limited to copies of Your filed and signed federal and state tax returns; and
    e) evidence that You are under the Regular Care of a Physician;
2) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
3) the names and addresses of all:
    a) Physicians or other qualified medical professionals You have consulted;
    b) hospitals or other medical facilities in which You have been treated; and
    c) pharmacies which have filled Your prescriptions within the past three years;
4) Your signed authorization for the Claims Evaluator to obtain and release:
    a) medical, employment and financial information; and
    b) any other information the Claims Evaluator may reasonably require;
5) Your signed statement identifying all Other Income Benefits; and
6) proof that You and Your dependents have applied for all Other Income Benefits which are available.

You will not be required to claim any retirement benefits which You may only get on a reduced basis. All proof submitted must be satisfactory to the Claims Evaluator.

Additional Proof of Loss: *What additional proof of loss is the Claims Evaluator entitled to?*
To assist the Claims Evaluator in determining if You are Disabled, or to determine if You meet any other term or condition of The Plan, the Claims Evaluator has the right to require You to:
1) meet and interview with the Claims Evaluator; and
2) be examined by a Physician, vocational expert, functional expert, or other medical or vocational professional of the Claims Evaluator's choice.

Any such interview, meeting or examination will be:
1) at the Claims Evaluator's expense; and
2) as reasonably required by the Claims Evaluator.

Your Additional Proof of Loss must be satisfactory to the Claims Evaluator. Unless the Claims Evaluator determines You have a valid reason for refusal, the Claims Evaluator may deny, suspend or terminate Your benefits if You refuse to be examined or meet to be interviewed by the Claims Evaluator.

Sending Proof of Loss: *When must proof of Loss be given?*
Written Proof of Loss must be sent to the Claims Evaluator within 90 day(s) after the start of the period for which the Claims Evaluator is liable for payment. If proof is not given by the time it is due, it will not affect the claim if:

1) it was not possible to give proof within the required time; and
2) proof is given as soon as possible; but
3) not later than 1 year after it is due, unless You are not legally competent.

The Claims Evaluator may request Proof of Loss throughout Your Disability. In such cases, the Claims Evaluator must receive the proof within 30 day(s) of the request.

Claim Payment: *When are benefit payments issued?*
When the Claims Evaluator determines that You:
1) are Disabled; and
2) eligible to receive benefits;

accrued benefits will be paid in accordance with the Employer's payment schedule. If any payment is due after a claim is terminated, it will be paid as soon as Proof of Loss satisfactory to the Claims Evaluator is received.

Claims to be Paid: *To whom will benefits for my claim be paid?*
All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any payment is owed to:
1) Your estate;
2) a person who is a minor; or
3) a person who is not legally competent;

then the Employer may pay up to $1,000 to a person who is Related to You and who, at the Employer's sole discretion, is entitled to it. Any such payment shall fulfill the Employer's responsibility for the amount paid.

Claim Denial: *What notification will I receive if my claim is denied?*
If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written notification will:
1) give the specific reason(s) for the denial;
2) make specific reference to The Plan provisions on which the denial is based;
3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
4) provide an explanation of the review procedure.

Claim Appeal: *What recourse do I have if my claim is denied?*
On any claim, You or Your representative may appeal to the Claims Evaluator for a full and fair review. To do so You:
1) must request a review upon written application within:
   a) 180 days of receipt of claim denial if the claim requires the Claims Evaluator to make a determination of disability; or
   b) 60 days of receipt of claim denial if the claim does not require the Claims Evaluator to make a determination of disability; and
2) may request copies of all documents, records, and other information relevant to Your claim; and
3) may submit written comments, documents, records and other information relating to Your claim.

The Claims Evaluator will respond to You in writing with the final decision on the claim.

Social Security: *When must I apply for Social Security Benefits?*
The Employer may require that You apply for Social Security disability benefits when the length of Your Disability meets the minimum duration required to apply for such benefits. You must apply within 45 days from the date of the request. If the Social Security Administration denies Your eligibility for benefits, You will be required:
1) to follow the process established by the Social Security Administration to reconsider the denial; and
2) if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.

Benefit Estimates: *How does the Employer estimate Disability benefits under the United States Social Security Act?*
The Employer reserves the right to reduce Your Weekly Benefit by estimating the Social Security disability benefits You may be eligible to receive.

When the Employer determines that You may be eligible for benefits, the Employer may estimate the amount of these benefits. The Employer may reduce Your Weekly Benefit by the estimated amount.

Your Weekly Benefit will not be reduced by estimated Social Security disability benefits if:
1) You apply for Social Security disability benefits and pursue all required appeals in accordance with the Social Security provision; and

2) You have signed a form authorizing the Social Security Administration to release information about awards directly to the Employer.

If the Employer has reduced Your Weekly Benefit by an estimated amount and:
1) You are later awarded Social Security disability benefits, the Employer will adjust Your Weekly Benefit when the Employer receives proof of the amount awarded, and determine if it was higher or lower than the Employer estimates; or
2) Your application for Social Security disability benefits has been denied, the Employer will adjust Your Weekly Benefit when You provide the Employer proof of final denial from which You cannot appeal from an Administrative Law Judge of the Office of Hearing and Appeals.

If Your Social Security benefits were lower than the Employer estimated, and the Employer owes You a refund, the Employer will make such refund in a lump sum. If Your Social Security Benefits were higher than the Employer estimated, and If Your Weekly Benefit has been overpaid, You must make a lump sum refund to the Employer equal to all overpayments, in accordance with the Overpayment Recovery provision

Subrogation: *What are the Employer's subrogation rights?*
If You:
1) suffer a Disability because of the act or omission of a Third Party;
2) become entitled to and are paid benefits under The Plan in compensation for lost wages; and
3) do not initiate legal action for the recovery of such benefits from the Third Party in a reasonable period of time;
then the Employer will be subrogated to any rights You may have against the Third Party and may, at its option, bring legal action against the Third Party to recover any payments made by The Plan in connection with the Disability.

Third Party as used in this provision means any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under The Plan.

Legal Actions: *When can legal action be taken against the Employer?*
Legal action cannot be taken against the Employer:
1) sooner than 60 days after the date proof of loss is furnished; or
2) more than 3 years after the date Proof of Loss is required to be furnished according to the terms of The Plan.

Misstatements: *What happens if facts are misstated?*
If material facts about You were not stated accurately, the true facts will be used to determine if, and for what amount, coverage should have been in force.

DEFINITIONS

Actively at Work means at work with Your Employer on a day that is one of Your Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your Occupation:
1) in the usual way; and
2) for Your usual number of hours.
You will be considered Actively at Work on a day that is not a scheduled work day only if You were Actively at Work on the preceding scheduled work day.

Active Employee means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Benefits.

Claims Evaluator means Hartford Life and Accident Insurance Company.

Current Weekly Earnings means Weekly earnings You receive from:
1) Your Employer; and
2) other employment;
while You are Disabled and eligible for the Disabled and Working Benefit.

However, if the other employment is a job You held in addition to Your job with Your Employer, then during any period that You are entitled to benefits for being Disabled from Your Occupation, only the portion of Your earnings that exceeds Your average earnings from the other employer over the 6 month period just before You became Disabled will count as Current Weekly Earnings.

Current Weekly Earnings also includes the pay You could have received for another job or a modified job if:

1) such job was offered to You by Your Employer, or another employer, and You refused the offer; and
2) the requirements of the position were consistent with:
    a) Your education, training and experience; and
    b) Your capabilities as medically substantiated by Your Physician.

Disabled and Working means that You are prevented by:

1) Injury;
2) Sickness;
3) Mental Illness;
4) Substance Abuse; or
5) pregnancy

from performing some, but not all of the Essential Duties of Your Occupation, are working on a part-time or limited duty basis, and as a result, Your Current Weekly Earnings are more than 20%, but are less than or equal to 80% of Your Pre-disability Earnings.

Disability or Disabled means Total Disability or Disabled and Working Disability.

Essential Duty means a duty that:

1) is substantial, not incidental;
2) is fundamental or inherent to the occupation; and
3) cannot be reasonably omitted or changed.

Your ability to work the number of hours in Your regularly scheduled workweek is an Essential Duty.

Injury means bodily injury resulting:

1) directly from accident; and
2) independently of all other causes;

which occurs while You are covered under The Plan. However, an Injury will be considered a Sickness if Your Disability begins more than 30 days after the date of the accident.

Mental Illness means a mental disorder as listed in the current version of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association. A Mental Illness may be caused by biological factors or result in physical symptoms or manifestations.

For the purpose of The Plan, Mental Illness does not include the following mental disorders outlined in the Diagnostic and Statistical Manual of Mental Disorders:

1) Mental Retardation;
2) Pervasive Developmental Disorders;
3) Motor Skills Disorder;
4) Substance-Related Disorders;
5) Delirium, Dementia, and Amnesic and Other Cognitive Disorders; or
6) Narcolepsy and Sleep Disorders related to a General Medical Condition.

Other Income Benefits means the amount of any benefit for loss of income, provided to You, as a result of the period of Disability for which You are claiming benefits under The Plan. This includes any such benefits for which You are eligible or that are paid to You, or to a third party on Your behalf, pursuant to any:

1) temporary, permanent disability, or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
2) governmental law or program that provides disability or unemployment benefits as a result of Your job with Your Employer;
3) plan or arrangement of coverage, whether insured or not, which is received from Your Employer as a result of employment by or association with Your Employer or which is the result of membership in or association with any group, association, union or other organization;
4) mandatory "no fault" automobile insurance plan;
5) disability benefits under:
    a) the United States Social Security Act or alternative plan offered by a state or municipal government;
    b) the Railroad Retirement Act;
    c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or

d) similar plan or act;
that You, are eligible to receive because of Your Disability; or

6) disability benefit from the Department of Veterans Affairs, or any other foreign or domestic governmental agency:
   a) that begins after You become Disabled; or
   b) that You were receiving before becoming Disabled, but only as to the amount of any increase in the benefit attributed to Your Disability.

Other Income Benefits also means any payments that are made to You or to a third party on Your behalf, pursuant to any:

1) temporary, permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
2) portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for Your loss of earnings; or
3) retirement benefits under:
   a) the United States Social Security Act or alternative plan offered by a state or municipal government;
   b) the Railroad Retirement Act;
   c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
   d) similar plan or act;
   that You, receive because of Your retirement, unless You were receiving them prior to becoming Disabled.

Physician means a person who is:

1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that the Claims Evaluator recognize or are required by law to recognize;
2) licensed to practice in the jurisdiction where care is being given;
3) practicing within the scope of that license; and
4) not Related to You by blood or marriage.

Pre-disability Earnings means Your regular weekly rate of pay, not counting commissions, bonuses, tips and tokens, overtime pay or any other fringe benefits or extra compensation in effect on the last day You were Actively at Work before You became Disabled.

However, if You are an hourly paid Employee, Pre-disability Earnings means the product of:

1) the average number of hours You worked per week, not including overtime, over the most recent 12 month period immediately prior to the last day You were Actively at Work before You became Disabled, multiplied by:
2) Your hourly wage in effect on the last day You were Actively at Work before You became Disabled.

Pre-disability Earnings does not include:

1) car, housing, moving allowances or severance pay;
2) contributions toward premiums paid for long term disability insurance;
3) imputed income for excess life insurance;
4) Your Employer's contributions on Your behalf to any deferred compensation arrangement or pension plan;
5) amounts classified as wellness benefits;
6) income received from Longevity and Safety Awards;
7) amounts classified as a taxable gift; or
8) paid non-taxable fringes; i.e. cell phone expense reimbursement.

Prior Plan means the short term disability plan carried by the Employer on the day before the Plan Effective Date.

Regular Care of a Physician means that You are being treated by a Physician:

1) whose medical training and clinical experience are suitable to treat Your disabling condition; and
2) whose treatment is:
   a) consistent with the diagnosis of the disabling condition;
   b) according to guidelines established by medical, research, and rehabilitative organizations; and
   c) administered as often as needed;

   to achieve the maximum medical improvement.

Rehabilitative Employment means employment or service which:

1) prepares a Disabled person to resume gainful work; and
2) is approved, in writing, by the Claims Administrator.

Related means Your spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild or similar relationship in law..

Sickness means a Disability which is:

1) caused or contributed to by:
    a) any condition, illness, disease or disorder of the body;
    b) any infection, except a pus-forming infection of an accidental cut or wound or bacterial infection resulting from an accidental ingestion of a contaminated substance;
    c) hernia of any type unless it is the immediate result of an accidental Injury covered by The Plan; or
    d) pregnancy;
2) caused or contributed to by any medical or surgical treatment for a condition shown in item 1) above.

Substance Abuse means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

1) impairments in social and/or occupational functioning;
2) debilitating physical condition;
3) inability to abstain from or reduce consumption of the substance; or
4) the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

The Plan means the Plan which the Claims Evaluator issued to the Contractholder under the Plan number in the Schedule of Benefits.

Total Disability or Totally Disabled means that You are prevented by:

1) Injury;
2) Sickness;
3) Mental Illness;
4) Substance Abuse; or
5) pregnancy;

from performing the Essential Duties of Your Occupation, and as a result, You are earning less than 20% of Your Pre-disability Earnings.

Your Occupation means Your Occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job You are performing for a specific employer or at a specific location.

You or Your means the person to whom this Plan is issued.