

# YOUR GROUP DISABILITY INCOME PLAN



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**RELIASTAR LIFE INSURANCE COMPANY  
Minneapolis, Minnesota 55440**

ReliaStar Life Insurance Company (ReliaStar Life) certifies that it has issued the Group Policy listed below to the Policyholder. All benefits are controlled by the terms and conditions of the Group Policy.

The Group Policy is on file in the Policyholder's office. You may look at the Group Policy there.

**Group Policy Number  
66674-2DISABILITY**

**Policyholder  
Roehl Transport, Inc.**

The insurance included in this certificate applies to you only if you have elected and are insured for it.

The certificate summarizes and explains the parts of the Group Policy which apply to you. This certificate is not an insurance policy. In any case of differences or errors, the Group Policy rules.

This certificate replaces any other certificates ReliaStar Life may have given you under the Group Policy.

  
Pamela Chock

Registrar

# SCHEDULE OF BENEFITS

## Disability Income Insurance – Monthly Income Benefits – Drivers

Monthly Income Benefit Percentage.....	60%
Maximum Monthly Income Benefit .....	\$6,500
Minimum Monthly Income Benefit .....	The greater of \$100 or 10% of the Gross Monthly Benefit

## Disability Income Insurance – Monthly Income Benefits – Non Drivers

### Monthly Income Benefit Percentage

For the first 24 months.....	60%
For the 25 <sup>th</sup> month and after.....	30%
Maximum Monthly Income Benefit .....	\$6,500
Minimum Monthly Income Benefit .....	The greater of \$100 or 10% of the Gross Monthly Benefit

The **Monthly Income Benefit** is calculated as follows:

Monthly Income Benefit                      (A divided by B) times C, minus Other Income.

A = your Basic Monthly Earnings minus Recovery Work Earnings.

B = your Basic Monthly Earnings.

C = your **Gross Monthly Benefit**, defined as follows:

- Take the Benefit Percentage and multiply by your Basic Monthly Earnings.
- Compare this result to the Maximum Monthly Income Benefit and take the lesser of the two amounts.

Other Income is described in the Disability Income Insurance section of the certificate.

Recovery Work Earnings is defined in the Definitions section of the certificate.

In no event will your Monthly Income Benefit plus Other Income be greater than your predisability Basic Monthly Earnings.

**Basic Monthly Earnings** – Your gross monthly income in effect on the last day you worked for the Policyholder before becoming disabled. Monthly income means your usual monthly rate of pay, including mileage, bonuses and overtime pay. Tax Advantage Plan reimbursement income and any other fringe benefit or extra compensation is not included.

Mileage, bonuses and overtime pay will be averaged as follows:

- Over the most recent 12 month period prior to the date you became disabled.
- Over the number of calendar months you worked for the Policyholder, if you worked for the Policyholder for at least 6 months but less than 12 months.
- Mileage, bonuses and overtime pay will not be included if you have worked for the Policyholder for less than 6 months.

### Benefit Waiting Period

Your benefit waiting period is the later of the following:

- The date your benefits under any salary continuance or short term disability plan sponsored by the Policyholder terminate.
- 180 days of disability.

## SCHEDULE OF BENEFITS

### Maximum Benefit Period for all other Benefit Eligible Employees except Drivers

<b>Age at disability</b>	<b>Maximum benefit period</b>
• Less than age 61	to your normal retirement age,* but not less than 60 months
• 61 but less than 62	to your normal retirement age,* but not less than 48 months
• 62 but less than 63	to your normal retirement age,* but not less than 42 months
• 63 but less than 64	to your normal retirement age,* but not less than 36 months
• 64 but less than 65	to your normal retirement age,* but not less than 30 months
• 65 but less than 66	24 months
• 66 but less than 67	21 months
• 67 but less than 68	18 months
• 68 but less than 69	15 months
• 69 and over	12 months

\*Your normal retirement age is your retirement age under the Social Security Act where retirement age depends on your year of birth, as follows:

<b>Year of Birth</b>	<b>Social Security Retirement Age</b>
Before 1938	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943-1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
After 1959	67

## SCHEDULE OF BENEFITS

### Maximum Benefit Period- Base Plan for Benefit Eligible Drivers

**Age at disability**

- Less than 68
- 68 but less than 69
- 69 and over

**Maximum benefit period**

24 months  
to age 70  
12 months

### Maximum Benefit Period- Buy Up Plan for Benefit Eligible Drivers

**Age at disability**

- Less than 65
- 65 but less than 69
- 69 and over

**Maximum benefit period**

60 months  
to age 70  
12 months

### Proof of Good Health

Proof of good health will be required for any amount of Disability Income Insurance, if you apply more than 31 days after the date you become eligible.

# EMPLOYEE'S INSURANCE

## Eligibility

You are eligible on the first day of the month on or after the date you complete 6 months of continuous service with the Policyholder.

If you elect to be enrolled in the medical plan when you first become eligible, at annual open enrollment, or when you have a medical plan life qualifying event, then you will be automatically enrolled for Long Term Disability Income Insurance benefits and no proof of good health will be required.

If you do not elect medical plan coverage when you are first eligible, you may elect Long Term Disability Income Insurance, during annual open enrollment periods, subject to proof of good health, at your own expense. If you subsequently elect to not continue your medical plan coverage, you may elect to keep your existing Long Term Disability Income Insurance benefits, at your own expense.

You must meet the following conditions to become insured:

- Be eligible for the insurance.
- Be actively at work.
- Be a full-time employee.
- Apply for or be enrolled for the insurance, if you have to pay any part of the premium.
- If you are not enrolled for the medical plan and you apply for Disability Income Insurance more than 31 days after the date you become eligible, you will need to provide proof of good health to ReliaStar Life. ReliaStar Life must give approval in order for you to be covered for Disability Income Insurance.

## Effective Date of Employee's Insurance

Your insurance starts on the latest of the following dates:

- The date you become eligible.
- The date you return to active work if you are not actively at work on the date insurance would otherwise start. **Exception:** Your insurance starts on a nonworking day if you were actively at work on your last scheduled working day before the nonworking day.
- The date you become enrolled in the medical plan.
- If you are not enrolled in the medical plan, the date you apply for Long Term Disability Income Insurance benefits.
- The date ReliaStar Life approves your proof of good health, if proof is required.

# EMPLOYEE'S INSURANCE

## Continuity of Coverage

If you are not actively at work on the date insurance would otherwise start, ReliaStar Life will waive the actively at work requirement if both of the following are true:

- You are eligible for insurance except for meeting the actively at work requirement on the Group Policy's Effective Date.
- You were covered under the Policyholder's prior group disability income plan on the day before the Group Policy's Effective Date.

Your insurance is subject to payment of premium. Before you return to active work, any benefit will be limited to the amount that would have been paid under the prior plan. ReliaStar Life reduces the amount it pays by any amount for which the prior plan is liable. Your insurance will stop on the date benefits would have ended under the prior plan had it remained in force.

If you were actively at work and insured under the Group Policy on its Effective Date, and you were covered under the Policyholder's prior group disability income plan on the day before that date, then ReliaStar Life applies the pre-existing condition provision to your benefits as follows:

1. If you fully satisfy the Group Policy's pre-existing condition provision, then benefits are payable according to the terms of the Group Policy.
2. If you become disabled due to a pre-existing condition before you have satisfied the Group Policy's pre-existing condition provision, ReliaStar Life will look at whether you would have satisfied the prior plan's pre-existing condition provision.
  - If the prior plan did not have a pre-existing condition provision, ReliaStar Life will credit the time you were covered under the prior plan toward the Group Policy's pre-existing condition provision.
  - If you fully satisfied the prior plan's pre-existing condition provision and would have been eligible for benefits under the prior plan, then ReliaStar Life will pay the lesser of the amount payable under the Group Policy or the amount that would have been payable under the prior plan. Benefits will stop on the earlier of the date benefits end under the Group Policy or would have ended under the prior plan.
  - If you did not fully satisfy the prior plan's pre-existing condition provision and would not have been eligible for benefits under the prior plan, then ReliaStar Life will credit any time you satisfied under the prior plan's pre-existing condition provision toward meeting the Group Policy's pre-existing condition provision.

On the Group Policy's Effective Date, if the maximum benefit is greater under the Group Policy than under the Policyholder's prior plan, then the Group Policy's pre-existing condition provision will apply to any increased benefit amount.

Please refer to the Exclusions in the Disability Income section of the certificate for more information on pre-existing conditions.

## Effective Date of Change in Amount of Insurance

If there is an increase in the amount of your insurance, the increase will take effect on:

- The date of the increase, if you are actively at work on that date.
- The date you return to active work, if you are not actively at work on the date your insurance increases.
- The nonworking day on which the increase was effective, if you were actively at work on your last scheduled working day before the nonworking day.

If proof of good health is required, the increase will take effect on the later of the dates indicated above or the date ReliaStar Life approves your proof of good health.

A decrease in the amount of your insurance will take effect on the date of the decrease.

## Termination of Insurance

Your insurance stops on the earliest of the following dates:

- The date you are no longer actively at work for the Policyholder.
- The date you are no longer eligible for insurance under the Group Policy.
- The date the Group Policy stops.
- The end of the period for which you paid premiums, if you do not make the next required premium contribution when due.



## EMPLOYEE'S INSURANCE

ReliaStar Life stops providing a specific benefit to you on the date that benefit is no longer provided under the Group Policy.

### **Family and Medical Leave Act of 1993**

Certain employers are subject to the FMLA. If you have a leave from active work certified by your employer, then for purposes of eligibility and termination of coverage you will be considered to be actively at work. Your coverage will remain in force so long as you continue to meet the requirements as set forth in the FMLA.

# DISABILITY INCOME INSURANCE

## Monthly Income Benefits

### Qualifying for Benefits

ReliaStar Life pays benefits if you become disabled and qualify to receive benefits. The benefit payable is based on the Schedule of Benefits in effect on the date you became disabled.

To qualify for benefits, all of the following conditions must be met:

You must –

- be insured on the date you become disabled and the condition causing your disability is not excluded from coverage.
- be insured on the date the benefit waiting period begins.
- send notice of the disability as described in the Claim Procedures Section.
- be receiving regular and appropriate care and treatment.

### Benefit Waiting Period

The benefit waiting period is the length of time you must be continuously disabled before you qualify to receive any benefits. **Exception:** For monthly income benefits, you may return to work for up to 30 days during the benefit waiting period without having to begin a new benefit waiting period. The days you work and are not disabled do not count toward meeting the benefit waiting period.

The benefit waiting period begins on the first day you see a doctor and he or she states in writing that you are disabled because of sickness or accidental injury.

The benefit waiting period is shown on the Schedule of Benefits.

### Benefit Payments

Monthly income benefits are paid at the end of each month for the period for which you qualified. If you are disabled for part of a month, the benefit payable is based on 1/30th of your monthly income benefit for each day you are disabled.

The monthly income benefits are determined as shown on the Schedule of Benefits. Benefits continue while you are disabled up to the maximum benefit period shown on the Schedule of Benefits. You must complete the benefit waiting period before any benefits are payable.

## DISABILITY INCOME INSURANCE

### Other Income

Other Income is subtracted from the benefit you would otherwise receive, as shown on the Schedule of Benefits. Other Income includes any of the following:

- The amount you receive or are entitled to receive under:
  - Salary continuance benefits provided through your employer.
  - Paid Time Off benefits provided through your employer.
  - Sick leave benefits provided through your employer.
  - Unemployment benefits under any law or compulsory program.
- The amount you receive or are entitled to receive under:
  - Workers' Compensation benefits.
  - Occupational disease benefits.
  - Any similar act or law.
- The amount you receive or are entitled to receive as disability income payments under any:
  - Automobile liability insurance benefits.
  - Plan or arrangement of disability coverage, whether insured or not, resulting from your employment by or association with any employer, or resulting from your membership in or association with any group, association, union or other organization.
  - Group life or group accident insurance policy.
  - Individual insurance policy where the premium is wholly or partially paid by an employer or for which an employer makes payroll deductions.
- The amount of any judgments or settlements you receive as the result of the act or omission of a third party.
- The amount you and your dependents receive or are entitled to receive as disability payments because of your disability under:
  - The Federal Social Security Act.
  - The Canada Pension Plan.
  - The Quebec Pension Plan.
  - The Railroad Retirement Act.
  - The Jones Act.
  - State Disability benefits.
  - Any similar act or plan.
  - Other government disability income.
- The amount you receive as retirement payments or income your dependents receive as retirement payments because you are receiving retirement payments under:
  - The Federal Social Security Act.
  - The Canada Pension Plan.
  - The Quebec Pension Plan.
  - The Railroad Retirement Act.
  - The Jones Act.
  - Any similar act or plan.
  - Other government retirement income.

Other income includes the following benefits provided under an employer's retirement plan:

- Disability benefits.
- Retirement benefits attributable to employer contributions. These retirement benefits include only:
  - Early retirement benefits you are receiving that are voluntarily selected.
  - Retirement benefits that are unreduced by age for which you are eligible on the later of the following:
    - the date you reach age 62.
    - normal retirement age.

ReliaStar Life considers retirement benefits received before age 62, or if later, before normal retirement age, to be voluntarily elected until you provide written proof satisfactory to ReliaStar Life that you did not elect to receive benefits voluntarily.

## DISABILITY INCOME INSURANCE

Disability payments under a retirement plan will be those benefits which are paid due to disability and do not reduce the retirement benefit that would have been paid if the disability had not occurred. If disability benefits reduce the retirement benefit under the plan, they will be considered a retirement benefit.

Except for Other Income retirement benefits, Other Income includes only income which is payable for the same period of disability for which you are claiming benefits under the Group Policy.

ReliaStar Life considers you to be eligible to receive Other Income benefits whether or not you apply for them, until you send ReliaStar Life written proof that the benefits were denied or contested. When ReliaStar Life receives written proof that Other Income benefits were denied or contested, ReliaStar Life will pay benefits you are qualified to receive. However, if the denial of Other Income benefits is not final, you must pursue the Other Income benefits to the fullest extent possible.

**Exceptions:** Benefits will not be reduced by –

- retirement benefits attributable to employee contributions.
- retirement or disability benefits you receive from a past employer, if these benefits have been paid continuously to you for more than 2 years before you become eligible to receive benefits under the Group Policy.
- benefits paid by a group or franchise creditor disability plan.
- income received from a profit sharing plan, thrift plan, individual retirement account, tax sheltered annuity, stock ownership plan, or a non-qualified plan of deferred compensation.
- disability or retirement benefits which are received under an employer's retirement plan but are rolled over or transferred to any eligible retirement plan as defined by the Internal Revenue Code.
- Federal Social Security benefits if your disability begins after age 70 and you were receiving Social Security benefits while continuing to work.
- a cost of living increase to any other income benefit after the initial other income benefit becomes payable.

### **Minimum Monthly Income Benefit**

If you receive Other Income, it will be subtracted from the benefit you would otherwise receive. However, after you qualify for monthly income benefits, ReliaStar Life will pay you at least the minimum monthly income benefit shown on the Schedule of Benefits.

### **Lump Sum Payments**

Other Income you receive as a lump sum will be prorated into monthly amounts. The prorated amount will be subtracted from the benefit you would otherwise receive, until the total amount subtracted equals the lump sum payment. ReliaStar Life will determine the prorated amount using the first of the following methods that applies:

- Divide the Other Income lump sum into monthly amounts based on the amount of Other Income you were receiving from the same source prior to receiving the lump sum payment.
- Divide the Other Income lump sum into monthly amounts based on the monthly amount you could have received in lieu of the lump sum payment.
- Divide the Other Income lump sum into monthly amounts over the remaining maximum benefit period.

### **Overpayment**

If ReliaStar Life pays you a larger benefit than you should have received, ReliaStar Life may recover any overpayments it made.

ReliaStar Life will recover from you the full amount of the overpayment through one or more of the following means:

- Require you to return the overpayment in one lump sum.
- Stop payment of benefits until the full overpayment is repaid.
- Require you to assign any Other Income to ReliaStar Life.

Any minimum monthly income benefit otherwise payable will not be paid until the overpayment is recovered.

## DISABILITY INCOME INSURANCE

### **Waiver of Premium**

ReliaStar Life waives your premium during any period for which benefits are payable. If ReliaStar Life waives your premium it is the Policyholder's responsibility to refund to you any contribution you may make after qualifying for benefits.

# DISABILITY INCOME INSURANCE

## Termination of Benefits

ReliaStar Life stops paying benefits on the earliest of the following:

- The date you are no longer disabled.
- The end of the maximum benefit period for any one period of disability. The maximum benefit period is shown on the Schedule of Benefits.
- The date you no longer qualify for benefits under all the conditions listed.
- The date of your death.
- The date you fail to provide written proof of disability that ReliaStar Life determines to be satisfactory.
- The date you cease to be under regular and appropriate care of a doctor, or refuse to undergo an examination or testing by a doctor of ReliaStar Life's choosing.
- The date you refuse to undergo vocational or rehabilitation testing that ReliaStar Life requires.
- The date you refuse to receive medical treatment that is generally acknowledged by doctors to cure or improve your condition so as to reduce its disabling effect.
- The date you refuse to work with the assistance of modifications made to your work environment, functional job elements or work schedule, or adaptive equipment or devices, that a qualified doctor has indicated will accommodate the limiting factors of your sickness or accidental injury.

If the Group Policy or the Disability Income Insurance part of the Group Policy terminates after you qualify to receive benefits, ReliaStar Life continues your benefit payments. Benefits are paid as long as you continue to qualify according to the terms of the Group Policy in effect on the date you qualified.

## Recurrent Disability

If you are receiving monthly income benefits, a recurrent disability is a disability due to the same cause which occurs after you have returned to full-time work for less than 6 months.

ReliaStar Life pays benefits for a recurrent disability which is a continuation of a previous disability.

A recurrent disability has –

- no additional benefit waiting period.
- the same maximum benefit period as the previous disability.

Benefits payable under this recurrent disability provision will stop if benefits are payable to you under any other group disability policy.

## Exclusions

ReliaStar Life will not pay benefits if your disability results from any of the following:

- Sickness or injury which occurs in any armed conflict, whether declared as war or not, involving any country or government.
- Sickness or injury which occurs while you are on military service for any country or government.
- Intentionally self-inflicted injury or illness, whether you are sane or insane.
- Injury which occurs when you commit or attempt to commit a felony.
- Injury suffered in a fight in which you are the aggressor.
- Sickness or injury due to cosmetic or reconstructive surgery, except for surgery necessary to correct a deformity caused by sickness or accidental injury.

ReliaStar Life will not pay benefits for the portion of any period of disability that you are confined in a penal or correctional institution as a result of conviction for a criminal or other public offense.

ReliaStar Life will not pay an additional benefit for disability caused by both sickness and accidental injury or by more than one sickness or accidental injury.

## Pre-Existing Condition Exclusion

ReliaStar Life will not pay Monthly Income benefits if your disability is due to a pre-existing condition, and you became disabled during the first 12 months your insurance is in effect.

## Limitation for Mental Disorder, Alcoholism or Chemical Dependency

When disability is due to mental disorder, alcoholism, or chemical dependency, ReliaStar Life limits monthly income benefits to a maximum of 24 months while you are not hospital confined.

# DISABILITY INCOME INSURANCE

This maximum applies to any and all such periods of disability during your lifetime.

If at any time during the 24 month period, you are hospital confined for the same disability, ReliaStar Life pays benefits for as long as you remain hospital confined, up to the maximum benefit period. After your release from the hospital, ReliaStar Life continues payment of benefits for any remaining portion of the 24 months for which you are qualified to receive non-hospitalized benefits.

## **Work Retention Assistance Services**

You may receive this benefit if all of the following conditions are met:

- You have a sickness, accidental injury or functional impairment that you report to ReliaStar Life.
- ReliaStar Life determines that the sickness, accidental injury or functional impairment has the potential to result in your inability to perform the essential duties of your regular occupation.
- You have not yet become disabled.

If the conditions listed above are met, ReliaStar Life may provide vocational rehabilitation services and assistance that ReliaStar Life determines necessary and appropriate to minimize the effects of the reported sickness, accidental injury or functional impairment. ReliaStar Life may provide these services to assist you in your attempt to retain the ability to perform the essential duties of your regular occupation or of a reasonable employment option offered to you.

Vocational rehabilitation services may include payment of expenses for any of the following items in connection with an approved rehabilitation program:

- education.
- re-training.
- moving.
- relocation.
- unreimbursed medical care.
- accommodations.
- family care.

Examples of impairments or medical conditions for which ReliaStar Life may be able to provide services under this benefit include, but are not limited to the following:

- Diabetes with complications or other endocrine disorders.
- Vision or hearing loss.
- Arthritis or other degenerative or progressive musculoskeletal conditions.
- Multiple Sclerosis and other progressive neurological disorders.
- Cancer and complications of cancer treatment.

## **Work Incentive Benefit**

During the first 12 months of monthly income benefits, your monthly income benefit will not be reduced by any recovery work earnings until the gross monthly benefit plus your recovery work earnings exceeds 100% of your basic monthly earnings. Your monthly income benefit will then be reduced by that excess amount.

## **Recovery Services**

To be eligible for this benefit, you must be receiving monthly income benefits.

ReliaStar Life may provide vocational rehabilitation assistance that ReliaStar Life determines to be appropriate for your disability. These services may include testing, training, counseling, job placement assistance, or any other services ReliaStar Life determines may assist you in preparing to resume gainful employment.

Following the end of the Work Incentive Benefit, and while you are participating in this rehabilitation plan, only 50% of your monthly recovery work earnings, if any, will be included in calculating your benefit.

The sum of your recovery work earnings and your gross monthly benefit may not exceed 100% of your indexed basic monthly earnings.

## **Rehabilitative Services Benefit**

To be eligible for this benefit, you must be receiving monthly income benefits.

## DISABILITY INCOME INSURANCE

If ReliaStar Life and a doctor determine that you are eligible to participate in an approved rehabilitation program, ReliaStar Life will provide services necessary for the implementation of the program.

Rehabilitation services may include payment of expenses for any of the following items in connection with the rehabilitation program:

- education.
- re-training.
- moving.
- relocation.
- unreimbursed medical care.
- family care.

Once rehabilitation services have begun, you are expected to participate in the approved rehabilitation program to your fullest capacity, unless a medical reason prevents your participation. If you do not have a medical reason which prevents your participation, but you choose not to continue participation, your monthly income benefits may be reduced or terminated. If monthly income benefits terminate, your coverage under the Group Policy will stop. Reduced monthly income benefits are determined based on ReliaStar Life's estimate of your projected income if you were:

- Actually working in the occupation at which the rehabilitation program was directed; and
- Earning the income projected as a result of your meeting the goals of the rehabilitation program.

If your working at the projected income amount would have resulted in your monthly income benefits terminating, then your monthly income benefits will stop as of the expected completion date of the approved rehabilitation program.

ReliaStar Life reserves the right to determine the appropriate services provided, your eligibility for participation, and continuation of benefits and services under this benefit.

If the rehabilitation program is completed and your doctor has determined that you are medically able to return to work, but you are still not earning 50% or more of your indexed basic monthly earnings, ReliaStar Life may:

- Provide reasonable job placement services.
- Pay you a benefit equal to the amount of the monthly income benefit that would have been payable if you had remained disabled.

ReliaStar Life may provide this extended benefit up to the earlier of the following:

- Three months from the date you are no longer disabled.
- The date you are earning 50% or more of your indexed basic monthly earnings.

### **Worksite Modification Benefit**

The Policyholder may be eligible for this worksite modification benefit to facilitate your return to work if both of the following are true:

- You are receiving monthly income benefits while participating in an approved rehabilitation program.
- You are able to return to work for the Policyholder if the Policyholder makes a modification to your worksite.

The Policyholder will be reimbursed for 50% of the actual and reasonable expenses paid for eligible worksite modifications to accommodate your return to work, up to a maximum reimbursement of \$1,000.

Eligible worksite modifications may include the following:

- Providing you with a more accessible parking space or entrance.
- Removing items from the worksite which represent barriers or hazards to you.
- Special seating, furniture or equipment for your work station.
- Providing special training materials or translation services during your training.
- Any other modifications that ReliaStar Life deems necessary to help you return to work for the Policyholder.

In order for this benefit to be payable, you must have a disability that results solely from your inability to perform your regular occupation at the Policyholder's worksite. You must also have the physical and



## DISABILITY INCOME INSURANCE

mental abilities needed to perform your regular occupation or another occupation at the Policyholder's worksite, with the help of the proposed worksite modification.

A worksite modification may be proposed by either the Policyholder, you, your doctor, or by ReliaStar Life.

A written proposal for worksite modifications must be developed with input from the Policyholder, you, or your doctor. The proposal must state the purpose of the proposed worksite modifications, the times, dates and costs of the modifications. Any proposal must be in writing and is subject to the approval of you, the Policyholder and ReliaStar Life prior to any benefit being paid.

ReliaStar Life will reimburse the Policyholder up to the limits stated above when all of the following are true:

- The Policyholder submits proof satisfactory to ReliaStar Life that
  - the modifications have been made as approved, and
  - the Policyholder has paid the person or organization that provided the modifications.
- You have returned to work at the Policyholder's worksite.

### **Survivor Benefit**

ReliaStar Life pays this benefit if you die –

- while receiving monthly income benefits, and
- before the end of the maximum benefit period.

This benefit equals 3 times your monthly income benefit.

ReliaStar Life pays this benefit to your lawful spouse. If you do not have a spouse, ReliaStar Life will pay the benefit in equal shares to your eligible children, if any. If you do not have a spouse or eligible children at the time of death, ReliaStar Life will not pay a Survivor Benefit.

An eligible child is your child under age 19 or student dependent age 19 but less than 25. Child includes your –

- natural or adopted child, who is dependent on you for support and maintenance.
- child who is placed in your home for purposes of adoption.
- child who is primarily dependent on you for support and lives with you in a permanent parent-child relationship and who is your stepchild, foster child, or a child for whom you are legal guardian.

# CLAIM PROCEDURES

## Submitting a Claim

You or someone on your behalf must send ReliaStar Life written notice of the loss on which the claim will be based. The notice must –

- include information to identify you, such as your name, address and Group Policy number.
- be sent to ReliaStar Life or to its authorized administrator.
- be sent within 20 days after the loss for which claim is based has occurred or as soon as reasonably possible.

## Claim Forms

ReliaStar Life or its authorized administrator will send claim forms to you or to the Policyholder to forward. ReliaStar Life will send the forms within 15 days after ReliaStar Life receives notice of claim.

The completed claim forms must be returned to ReliaStar Life within 90 days of the loss. Even if you do not receive claim forms, written proof of loss must be sent to ReliaStar Life within 90 days after the loss or as soon as reasonably possible.

Written proof of loss includes details of how the loss occurred. ReliaStar Life may require further documentation to verify proof of loss.

## Benefit Payments

Benefits under the Group Policy are paid when proof of loss is received.

Benefits are paid to you. Any monthly income benefit remaining unpaid at the time of your death will be paid to your survivors or your estate in the following order:

1. Your spouse.
2. Your children.
3. Your estate.

## Time of Payment of Claims

Subject to due proof of loss, all accrued benefits payable under the Group Policy will be paid at the end of each month during the period for which ReliaStar Life is liable. Any balance remaining unpaid at the end of such period will be paid as soon as possible after receipt of written proof of loss.

## GENERAL PROVISIONS

### Free Choice of Doctor

You have the right to choose any doctor.

### Assignment

You may not transfer to anyone else –

- ownership of any certificate issued under the Group Policy.
- Disability Income Insurance under the Group Policy.

### Legal Action

Legal action may not be taken to receive benefits until 60 days after the date proof of loss is submitted according to the requirements of the Group Policy. Legal action must be taken within 3 years after the date proof of loss must be submitted.

If the Policyholder's state requires longer time limits, ReliaStar Life will comply with the state's time limits.

### Exam

When reasonably necessary, ReliaStar Life may have you examined while you are claiming benefits. The exam will be conducted by one or more doctors or vocational experts of ReliaStar Life's choice. The exam may include vocational testing and evaluations, or any other type of testing and evaluations ReliaStar Life determines necessary. This right will only be exercised as often as ReliaStar Life reasonably believes necessary to properly evaluate your claim and your potential for rehabilitation. ReliaStar Life has the right to defer or suspend payment of benefits if you fail to attend an exam or fail to cooperate with the doctor. Benefits may be resumed, provided that the required exam occurs within a reasonable time and benefits are otherwise payable.

### Reimbursement

If ReliaStar Life pays Disability Income benefits for sickness or accidental injury caused in whole or part by the act or omission of another, you must –

- reimburse ReliaStar Life for the benefits paid if you recover damages for lost income by settlement, court order, judgment or otherwise.
- provide ReliaStar Life with a lien and order directing reimbursement for benefits. The lien and order may be filed with –
  - the person whose act caused the sickness or accidental injury,
  - their agent,
  - the court, or
  - your attorney.
- cooperate with ReliaStar Life, including execution, completion, and filing of any document deemed by ReliaStar Life necessary to protect its reimbursement rights.

ReliaStar Life has a first priority claim against –

- amounts which are or may be subject to reimbursement.
- any person who is or may be obligated to pay damages for lost income. This includes any insurer of you.

ReliaStar Life will be reimbursed first before other claims against amounts recovered or recoverable from persons who are or may be obligated to pay damages for lost income, even if the amounts are not enough to reimburse ReliaStar Life in full.

ReliaStar Life has no obligation to pay attorney's fees or other legal fees to your attorney for recovery of amounts subject to reimbursement.

ReliaStar Life will have the right to intervene in any suit or other proceedings to protect its reimbursement rights. Any settlement proceeds received by you or your attorney will be held in trust for ReliaStar Life's benefit. ReliaStar Life's rights herein are binding upon and enforceable against your legal representatives, heirs, next of kin, and successors in interest.

### Subrogation

If ReliaStar Life pays Disability Income benefits for sickness or accidental injury caused in whole or part by the act or omission of another, ReliaStar Life will have a right of subrogation against any person, any insurer, you or any insurer of you, should you receive, or have a right to receive, any damages or payments.

## GENERAL PROVISIONS

You will do nothing to prejudice ReliaStar Life's subrogation rights and will cooperate with ReliaStar Life to protect such rights. This includes –

- providing information.
- signing an agreement documenting ReliaStar Life's subrogation rights.
- taking other action ReliaStar Life requests. This includes execution, completion, and filing of any document deemed by ReliaStar Life necessary to protect its rights.

ReliaStar Life's subrogation rights and amounts recoverable or recovered pursuant to such rights are a first priority claim. Such amounts will be reimbursed first. ReliaStar Life's subrogation rights under this provision will be valid only if you are fully compensated for your loss.

At ReliaStar Life's option, action may be taken to preserve its subrogation rights. This includes –

- the right to bring any legal action in your name.
- seeking reimbursement out of any amount from any source recovered by you.

Any settlement proceeds received by you, or your attorney will be held in trust for ReliaStar Life's benefit. ReliaStar Life has no obligation to pay any attorney or other legal fees to your attorney for any subrogation recovery received. ReliaStar Life will have the right to intervene in any suit or proceeding to protect its subrogation rights. ReliaStar Life's rights herein are binding upon and enforceable against your legal representatives, heirs, next of kin, and successors in interest.

### **Incontestability**

Any statement you make to obtain insurance or an increase in insurance is a representation and not a warranty. No misrepresentation by you will be used to reduce or deny a claim or to deny the validity of your insurance or an increase in insurance unless all of the following are true:

- Your insurance or increase in insurance would not have been approved if the truth had been known.
- Your misrepresentation is contained in a written instrument signed by you.
- You or your beneficiary, if applicable, have been given a copy of the written instrument containing your misrepresentation.

After your insurance or increase in insurance under the Group Policy has been in effect for two continuous years during your lifetime, ReliaStar Life will not use a misrepresentation by you to reduce or deny a claim or to deny the validity of your insurance or increase in insurance unless it was a fraudulent misrepresentation made with an actual intent to deceive. However, ReliaStar Life has the right at any time to assert as a defense to a claim that you were not eligible for coverage or for the increase because you did not meet the requirements of the Group Policy. These requirements include, but are not limited to any requirements that you:

- Satisfy the eligibility requirements.
- Submit and have approved proof of good health.
- Meet the actively at work requirement.

## DEFINITIONS

**Accidental Injury** – bodily injury resulting from a sudden, violent, unexpected and external event. ReliaStar Life considers all injuries received in one accident as one accidental injury. Infection resulting from a cut or wound caused by an accident is also an accidental injury.

Accidental injury does not include poisoning, disease or any other type of infection, except as stated above.

**Active Work, Actively at Work** – the employee is physically present at his or her customary place of employment with the intent and ability of working the scheduled hours and doing the normal duties of his or her job on that day.

**Alcoholism** – a disorder of psychological and/or physiological dependence or addiction to alcohol which results in functional (physical, cognitive, mental, affective, social or behavioral) impairment.

**Approved Rehabilitation Program** – a process of receiving medical, psychological or vocational services intended to restore you to a condition that allows you to perform your own occupation or any occupation which you are or could reasonably become qualified to do by education, training or experience. The program must have ReliaStar Life and doctor approval for your return to work.

**Chemical Dependency** – a disorder of psychological and/or physiological dependence or addiction to psychoactive drugs or medications which results in functional (physical, cognitive, mental, affective, social or behavioral) impairment.

**Damages for Lost Income** – any payments which in whole or part can reasonably be considered compensatory for lost income, regardless of designation.

**Disability, Disabled** – ReliaStar Life's determination that a change in your functional capacity to work due to accidental injury or sickness has caused the following:

- During the benefit waiting period and the following 24 months, your inability to perform the essential duties of your regular occupation or a reasonable employment option offered to you by the Policyholder, and as a result you are unable to earn more than 80% of your indexed basic monthly earnings.
- After 24 months of benefits, your inability to perform the essential duties of any gainful occupation, and as a result you are unable to earn more than 60% of your indexed basic monthly earnings.

Economic factors such as, but not limited to, recession, job obsolescence, pay cuts, and job sharing will not be considered in determining whether you meet the requirements stated above.

You will not be considered disabled solely because of the loss or restriction of your license to engage in your regular occupation.

**Doctor** – a medical practitioner of a healing art which is recognized by applicable state law, who meets all of the following conditions:

- He or she is practicing within the scope of his or her license.
- He or she is certified or credentialed by the appropriate medical or professional board that provides certification or credentialing for practitioners who perform the type of treatment or service the practitioner is providing for your sickness or injury.
- He or she possesses the necessary training and qualifications, according to generally accepted medical standards, to evaluate and treat your condition.

The term doctor does not include you, an employee of the Policyholder, anyone related to you by blood or marriage, or anyone living in your household.

**Employee** – an active, full-time employee residing in the United States who is employed by the Policyholder. Drivers in National, Regional and Home time+ fleets are considered full-time for this plan. Drivers in Dedicated and Local jobs are considered full-time if they typically work 40 hours per week. Non-Driving Employees must be working at least 40 hours per week. Normal vacation is considered active employment. Part-time, temporary and seasonal employees are excluded.

**Essential Duties** – duties which are normally required for the performance of an occupation as it is normally performed in the national economy and which cannot be reasonably omitted or modified. If you were normally required to perform essential duties in excess of 40 hours per week or 8 hours per day prior to becoming disabled, ReliaStar Life will consider you still able to perform the essential duties if you are working or have the capacity to perform such duties at least 40 hours weekly or 8 hours daily.

## DEFINITIONS

**Gainful Occupation** – any occupation that your training, education, and experience would allow you to perform.

**Group Policy** – the written group insurance contract between ReliaStar Life and the Policyholder.

**Hospital** – an institution licensed as a hospital in the state in which it is located, which meets the following conditions:

- Provides, for a fee from its patients, diagnostic, medical, surgical, psychiatric or rehabilitative services for the care and treatment of people who are injured or sick.
- Has a staff of one or more doctors available at all times.
- Has 24-hour-a-day services of R.N.'s or other nursing services reporting to the doctor in charge.
- Has inpatient facilities.
- Is accredited by one of the following:
  - The Joint Commission on Accreditation of Healthcare Organizations (JCAHO).
  - American Osteopathic Hospital Association (AOHA).
  - American Osteopathic Association (AOA).
  - Commission on Accreditation of Rehabilitation Facilities (CARF).

Hospital is not an institution that is mainly a rest home, extended care facility or home for the aged.

**Hospital Confined** – admitted to and confined in a Hospital on an inpatient basis for a period of 24 hours or more.

**Indexed** – in determining disability and eligibility for other benefits, your predisability basic monthly earnings are increased on the one-year anniversary of your first benefit and on each yearly anniversary thereafter. The amount of the increase will be the lesser of 10% or the increase in the All Item Consumer Price Index - Urban (CPI-U).

**Maximum Capacity** – the greatest extent of work you are able to do based on the limiting factors of your identified medical condition.

**Mental Disorder** – any sickness, disease or disorder for which both of the following are true:

- It is listed in the current edition of the Diagnostic and Statistical Manual of Mental Health Disorders (or any successor diagnostic manual) published by the American Psychiatric Association.
- It is standardly treated by a qualified provider using psychotherapy, psychotropic drugs, or other similar methods of treatment. A qualified provider means a duly licensed and/or certified professional who specializes in the diagnosis, treatment and prevention of mental disorders, alcoholism or chemical dependency.

A mental disorder includes any such condition whether or not related to an underlying physical, genetic, chemical, organic or biological cause, and even though it may be associated with physical symptoms, manifestations or expressions. Specific mental disorders would include, but are not limited to, bipolar disorders, depression and depressive disorders, stress disorders including post-traumatic stress disorders, somatoform disorders, factitious disorders and eating disorders. It does **not** include coma (unless as a consequence of substance abuse), Alzheimer's disease, mental retardation or dementia with an identifiable organic basis.

**Nonworking Day** – a day on which the employee is not regularly scheduled to work, including time off for the following:

- Vacations.
- Personal holidays.
- Weekends and holidays.
- Approved nonmedical leave of absence.
- Paid Time Off for nonmedical-related absences.

Nonworking day does not include time off for any of the following:

- Medical leave of absence. Time off for a medical leave of absence will be considered a scheduled working day.
- Temporary layoff.
- The Policyholder suspending its operations, in part or total.

## DEFINITIONS

- Strike.

**Period of Disability** – a new period of disability begins if the new disability results from a cause or causes unrelated to that of any previous disability, separated by active work with the Policyholder. All periods of disability which have the same cause are considered one period of disability. **Exception:** A new period of disability begins when you become disabled due to the same cause after you have been actively at work on a full-time basis with the Policyholder continuously for at least 6 months.

**Policyholder** – Roehl Transport, Inc.

**Pre-existing Condition** – a sickness or accidental injury for which, during the 3 months immediately before the effective date of your insurance you did one or more of these:

- Received medical treatment, care, services or advice.
- Took prescribed drugs or had medications prescribed.
- Experienced related or resulting symptoms or aggravations which would be a reasonable cause for an ordinarily prudent person to seek diagnosis, care or treatment from a doctor or health care facility.

**Reasonable Employment Option** – an employment position for which you are able to perform the essential duties given your education, training and experience.

**Recovery Work Earnings** – is any of the following:

- Income you receive while working for the Policyholder.
- During the benefit waiting period and the following 24 months, the excess of income you receive while working for another employer above the average income you received from the Policyholder prior to becoming disabled.
- After 24 months of benefits, income ReliaStar Life estimates you would be able to earn working to your maximum capacity.

**Regular and Appropriate Care** – means:

- You personally visit a doctor as often as is medically required, according to generally accepted medical standards and consistent with the stated severity of your medical condition, to effectively manage and treat your sickness or injury.
- You are receiving care which conforms with generally accepted medical standards for treating your sickness or injury and is consistent with the stated severity of your medical condition.
- Care is rendered by a doctor whose specialty or experience is the most appropriate for your disability according to generally accepted medical standards.
- You are receiving or actively seeking appropriate physical or psychological rehabilitative services.

**Regular Occupation** – the activity which, immediately prior to disability, you were regularly performing and which was your source of income from the Policyholder. ReliaStar Life will assess this occupation as it is normally performed in the national economy, rather than how the duties and tasks are performed for a specific employer or at a specific location.

**ReliaStar Life** – ReliaStar Life Insurance Company, at its Home Office in Minneapolis, Minnesota.

**Sickness** – any physical illness, mental disorder, normal pregnancy or complication of pregnancy.

**Spouse** – the legal husband or wife of an employee.

**Written, In Writing** – signed, dated and received at ReliaStar Life's Home Office in a form ReliaStar Life accepts.

**You, Your** – an employee insured for Employee's Insurance under the Group Policy.

The Summary Plan Description on the following pages is provided to you at the request of the Policyholder. It is not a part of the insurance certificate.



## SUMMARY PLAN DESCRIPTION

For a Plan of Insurance Underwritten by  
ReliaStar Life Insurance Company  
P.O. Box 20  
Minneapolis, Minnesota 55440

**Plan Name, Number and Name, Address and Phone Number of Policyholder/Plan Administrator:**

Group Long Term Disability Plan and Short Term Income Protection Plan (STIP) for employees of  
Roehl Transport, Inc.  
66674-2LTD2011  
Roehl Transport, Inc.  
1916 East 29th Street  
P.O. Box 750  
Marshfield, WI 54449  
(715) 591-7019

**Identification Numbers**

IRS Employer Identification Number: 39-1145328  
Plan Number: 504

**Agent for Legal Process:** Plan Administrator

**Trustees:** None

**Collective Bargaining or Multiple-Employer Agreements under which Plan is Established:** None

**Type of Administration:** Records maintained by Policyholder.

**Premium Payments:** Both the Policyholder and the Insured contribute to premium payment.

**Plan Year:** January 1 through December 31

**Claim Procedures:** Please refer to CLAIM PROCEDURES section(s).

**Statement of ERISA Rights:** Please refer to STATEMENT OF ERISA RIGHTS section.

**Eligibility and Circumstances Limiting Eligibility:** As described in the Certificate of Insurance.

**Type of Plan:** As described in the Certificate of Insurance.

**Benefits in Plan:** As described in the Certificate of Insurance.

**Amendment or Termination of Plan:** The Policyholder makes no promise to continue these benefits in the future and rights to future benefits will never vest. The Policyholder reserves the right to amend, modify, revoke or terminate the plan, in whole or part, at any time.

ReliaStar Life's Group Policy may be amended or terminated as set forth in the Group Policy.

**Benefits, Rights, and Obligations after Termination:** As described in the Certificate of Insurance.

## SUMMARY PLAN DESCRIPTION

### CLAIM PROCEDURES FOR DISABILITY INCOME INSURANCE

1. Information regarding claim submission may be obtained from the Plan Administrator or Human Resource Department.
2. ReliaStar Life Insurance Company (ReliaStar Life) will process the claim and make payment or issue a denial notice.
3. Written notice of denial of a claim will be furnished to the claimant within 45 days after receipt of the claim. Up to two extensions of 30 days each will be allowed for processing the claim for matters beyond the Plan's control or if additional information is needed from the claimant. The claimant will be given notice of any such extension. The notice will state the special circumstances involved, or the additional information needed from the claimant, if any, and the date a decision is expected.
4. The notice of denial will be written in an understandable manner and include the following:
  - a. The specific reason(s) for the denial.
  - b. Specific reference to the provision, internal rule, guideline or protocol which forms the basis of the denial.
  - c. A description of additional information, if any, which would enable a claimant to receive the benefits sought and an explanation of why it is needed.
  - d. An explanation of the claim review procedure.
5. The claimant may request an appeal at any time during the 180-day period following receipt of the notice of denial of the claim.
6. ReliaStar Life will consider requests for an appeal of a denied claim upon written application of the claimant or his or her duly authorized representative. As part of the appeal the claimant also has the right, upon request and free of charge, to access and copies of all documents, records and other information that is relevant to the claim for benefits. The claimant may, in the course of this appeal, review relevant documents and submit to ReliaStar Life written comments, documents, records, and other information relating to the claim. Review of claim denials and final decisions on appeal are the responsibility of ReliaStar Life.
7. ReliaStar Life will provide the claimant with a written decision of the final determination of the claim. This decision will be written in an understandable way, will state the specific reason(s) for the decision, and will make specific reference to the provision on which the decision is based. This decision will be issued as soon as practicable from the date of appeal, but no longer than 45 days unless an extension is needed. An extension of 45 days will be allowed for making the decision for matters beyond the Plan's control or if additional information is needed from the claimant. The claimant will be given notice if this extension is necessary, stating the reason for the extension, the date a decision is expected, and the additional information needed from the claimant, if any. If the decision on review is not received within these time limits, the claim may be considered denied.
8. ReliaStar Life has final discretionary authority to determine all questions of eligibility and status and to interpret and construe the terms of this policy(ies) of insurance.

# SUMMARY PLAN DESCRIPTION

## STATEMENT OF ERISA RIGHTS

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

### **Receive Information About Your Plan and Benefits**

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 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 Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The administrator may make a reasonable charge for the copies.

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.

### **Prudent Actions by Plan Fiduciaries**

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 your 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 benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a benefit is denied or ignored, 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 a copy of plan documents or the latest annual report 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. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in 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 will 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 fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

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 Office of Participant Assistance, 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.

