



**GROUP DISABILITY INCOME PLAN  
CERTIFICATE**

**WMI Mutual Insurance Company**

**P.O. Box 572450**

**Salt Lake City, UT 84157-2450**

**(800) 748-5340 (801) 263-8000**

**FAX (801) 263-1247**

## **SCHEDULE OF BENEFITS**

WEEKLY DISABILITY BENEFIT: 67% of Insured's gross weekly earnings

MINIMUM WEEKLY DISABILITY INCOME BENEFIT: \$200.00

MAXIMUM WEEKLY DISABILITY BENEFIT: \$1,000.00

ELIMINATION PERIOD: 30 Days

MAXIMUM DISABILITY PERIOD: 52 weeks or to age 70, whichever occurs first

ISSUE AGES: 16 to 70

TERMINATION AGE: Age 70

## I. DEFINITIONS:

**“Accident” or “Accidental Injury”** means accidental bodily injury sustained by the Insured which is the direct result of an accident, independent of disease or bodily infirmity or any other cause; occurs while the insurance coverage is in force; and is the direct cause of the loss .

**“Actively at Work”** means, with respect to an Insured, the active full-time performance of all customary duties of the Insured’s occupation at the employers business establishment or other location of business on a full-time basis on a scheduled work day.

**“Company”** means WMI Mutual Insurance Company.

**“Disability Income Benefit”** means the amount to be paid to each eligible Insured for loss of time from employment due to Total Disability.

**“Effective Date”** means the date the Insured becomes insured under this Policy.

**“Elimination Period”** means the number of days at the beginning of an Insured’s period of Total Disability for which no benefits are payable and during which the Insured is under the care of a Physician.

**“Employee”** means a person who is Actively at Work in the regular business of an Employer, who works a minimum of thirty (30) hours per week and who receives compensation from the Employer for such service. An Employee of a subsidiary and affiliate, if any, of the Employer is considered an Employee of the Employer.

**“Employer”** means any corporation or proprietorship operating as a business entity that is a member of a *bona fide* association that contracts with the Company to provide insurance benefits to its membership and who has agreed in writing to become a Policyholder of the Company.

**“Gross Weekly Earnings”** means 1/52 of the Insured’s gross annual salary as of the Plan Effective Date and each subsequent Plan renewal date. This amount does not include any overtime or bonus earnings.

**“Illness”** means illness or disease of an Insured which manifests itself after the effective date of insurance; while the insurance is in force; and is the direct cause of the loss.

**“Injury”** means Accidental Injury sustained by the Insured which is the direct result of an Accident, independent of disease or bodily infirmity or any other cause which occurs while the insurance coverage is in force.

**“Insured”** means the individual insured pursuant to this Plan and for whom premium is paid.

**“Physician”** means a licensed practitioner of the healing arts operating within the scope of the practitioner’s license by the State and is not the Insured or related to the Insured.

**“Plan”** means the document issued to the Policyholder which covers the Insureds.

**“Policyholder”** means the Employer named on the certificate.

**“Preexisting Condition”** means a physical or mental condition, regardless of the cause of the condition, for which medical advice, diagnosis, care, or treatment was recommended or received during the twelve month period immediately before the Effective Date of coverage.

**“Regular Care and Attendance”** means attended by a Physician at least once a month for the Injury or Illness causing Total Disability.

**“Successive Periods of Disability”** which result from the same or related causes will be considered a single period of disability unless the Insured returns to active full-time employment for a continuous period of two (2) months or more.

**“Total Disability” or “Totally Disabled”** means the Insured is disabled and unable to perform all of the duties of the Insured’s regular occupation, or to engage in the Insured’s own business, or any activity for compensation, remuneration, or profit due to an Injury or Illness.

## **II. ELIGIBILITY:**

Employees are eligible for coverage under this Plan if employed on a full-time basis (a minimum of 30 hours per week) and compensated for such services by the Employer. Evidence of insurability acceptable to the Company may be required.

For newly enrolled groups, the insurance for eligible Employees will take effect on the Effective Date of the Plan if the Employee applies in writing on or before the Effective date, meets the underwriting guidelines of the Company, and is Actively at Work on the Effective Date.

Newly hired Employees are eligible to participate on the first of the month following approval by the Company and if Actively at Work on such date.

Any change in the amount of Disability Income Benefit will become effective on the first day of the month following the date the change is approved by the Company as long as the Insured is Actively at Work on such date.

If due to an Injury or Illness the Employee is not Actively at Work on the date coverage is scheduled to become effective, the coverage will take effect on the first day of the month after the date the Insured returns to a status of Actively at Work.

### **III. PAYMENT OF DISABILITY INCOME BENEFITS**

Disability benefits will be paid if the Insured is Totally Disabled and acceptable proof of loss is provided to the Company. The disability must begin while the insurance is in force. No payment will be made for the Elimination Period. Benefits will be provided for each two week period Total Disability continues beyond the Elimination Period up to the Maximum Disability Period. In no event will benefits be paid for more than 52 weeks during any one period of disability.

Disability claim forms must be completed by the Insured, the attending Physician, and the Employer. The first claim form is to be completed two weeks after the expiration of the Elimination Period. Completion of additional claim forms at reasonable intervals will be requested by the Company to substantiate the payment of continuing disability benefits.

Pregnancy and complications thereof will be considered for payment of benefits on the same basis as any other illness, except that benefits will be paid only for that time in which the Insured is medically unable to work. In no event will the payment of benefits exceed the Maximum Disability Period.

If an Illness or Injury causing Total Disability results in the death of an Insured, any Disability Income Benefit due and unpaid at the date of death will be paid to the beneficiary or if none, the Insured's estate.

### **IV. LIMITATIONS**

1. No payment shall be made for any period of disability during which the Insured is not under the Regular Care and Attendance of a Physician.
2. If the insured returns to part-time limited employment, the insured will be considered "partially disabled" and no further Disability Income Benefits will be payable.
3. Disability Income Benefits will only be provided for one disability if two or more disabilities exist at the same time.

### **V. EXCEPTIONS**

No payment shall be made under this Plan for any loss resulting directly or indirectly, wholly or partially, from any of the following:

1. Intentional self-inflicted Injury or Illness while sane or insane;

2. Travel or flight in, or descent from any aircraft if (a) you are engaging in or participating in aeronautic operations or activities, except as a passenger; (b) the flight is made in other than a regularly scheduled commercial airline; (c) you are flying as a passenger or otherwise in any aircraft of any armed forces; or (d) the flight is made for instructional or training purposes;
3. Injury or Illness resulting from active duty assignment in any armed forces;
4. Participating in a civil commotion, a riot or insurrection, war (declared or undeclared), or committing an act of hostility;
5. Committing, attempting, or provoking an assault, misdemeanor, or felony;
6. Participating in an illegal occupation;
7. Elective or cosmetic surgery, unless due to an Accident as defined in the Policy;
8. Participating in hang gliding, parachuting, bungee jumping, rock climbing, or other hazardous activities;
9. Intoxication or alcoholism;
10. Injury or Illness arising out of or in the course of any employment for which the insured is entitled to receive benefits under any worker's compensation or occupational disease law; and
11. During the first twelve months of an Insured's coverage, a Preexisting Condition as defined in this Plan.

## **VI. TERMINATION OF INSURANCE:**

The insurance coverage provided by the Plan will terminate on the earliest of:

1. The date of cancellation of this Plan by the Company or the Policyholder;
2. The date the Insured fails to make a required contribution when due;
3. The date of the Insured's termination of employment or the date the Insured otherwise ceases to be eligible for insurance;
4. The date the Insured attains 70 years of age;
5. The date the Insured enters active full-time service in any armed forces, irrespective of the member continuing to be an Employee of the Employer; or
6. The date the Insured submits a fraudulent claim.

If an Insured's coverage terminates as the result of a Injury or Illness for which Disability Income Benefits would be payable, benefits will be payable subject to the provisions, limitations, and exceptions of this Plan. Premiums during such period of disability will be required the same as if the Insured were still Actively at Work.

## **VII. GENERAL PROVISIONS**

**ENTIRE CONTRACT:** This Plan, the enrollment form, and any amendments will constitute the entire contract. In the absence of fraud, all statements by or on behalf of the Insured are representations and not warranties. No statement made by an Insured will affect the insurance or be used in defense to a claim unless the statement is formalized in writing, signed by the Policyholder or Insured, and a copy of the document has been furnished to the Employee or the beneficiary.

**COMPUTATION OF EMPLOYER PREMIUMS:** The premium will be calculated by multiplying the number of persons insured in each classification by the applicable rate per person. The Company reserves the right to change the rate for any insurance provided under this Plan:

1. On any premium due date provided the rate for the insurance has been in effect for at least three (3) months by giving written notice to the Policyholder at least thirty-one (31) days prior to the premium due date; or
2. On any date the provisions of this Plan are changed as to the benefits provided or classes of persons insured.

Premiums may be computed by any other method agreeable to the Company and the Policyholder which produces approximately the same total amount.

**INSURED'S CERTIFICATE:** The company will issue to each Insured an individual certificate setting forth a statement as to the insurance protection to which the Insured is entitled, to whom the benefits are payable, and limitations as may pertain to the Insured. "Certificate" includes all applicable schedules of benefits, riders, and supplements.

**GRACE PERIOD:** A grace period of thirty-one (31) days will be allowed for payment of any premium due unless the Policyholder gives written notice of discontinuance prior to the premium due date.

**PAYMENT OF PREMIUMS:** All premiums due including adjustments are payable by the Policyholder on or before the respective due date at the Home Office of the Company. The payment of any premium will not maintain the insurance in force beyond the day immediately preceding the next due date, except as otherwise provided herein.

If the Policyholder fails to pay any premium within the grace period, this Plan will automatically terminate on the last day of the grace period and the Policyholder will be

liable to the Company for the payment of all premiums then due and unpaid including a pro rata premium for the grace period.

**AMENDMENT AND ALTERATION OF CONTRACT:** By written agreement between the Policyholder and the Company, this Plan may be amended at any time without the consent of the Insureds hereunder. This Plan may also be amended on the Plan's renewal date upon sixty (60) days written notice from the Company to the Policyholder. No modification or amendment of this Plan shall affect the right or the extent of benefits of any Insured who is on the effective date of such modification or amendment Totally Disabled. No change in the Plan shall be valid until approved by an authorized officer of the Company. No agent has authority to change any Plan or waive any provision.

**NOTICE OF CLAIM:** Notice of claim must be given to the Company within thirty (30) days of commencement of Total Disability. Failure to furnish notice within the time provided shall not invalidate any claim if it is shown not to have been reasonably possible to furnish such notice and that notice was furnished as soon as was reasonably possible.

**CLAIM FORMS:** Claim forms will be sent to the insured within fifteen (15) days of receipt of notice of claim.

**PROOF OF LOSS:** Proof of loss must be given to the Company as soon as reasonably possible. In no event will a claim be payable if written proof was not submitted to the Company within the fifteen (15) months following commencement of Total Disability. Failure to timely file claim will release the Company from any liability to pay benefits.

**PHYSICAL EXAMINATION:** The Company has the right to have the Insured person examined when and so often as it may reasonably require during the pendency of a claim.

**MEDICAL RECORDS:** The Company has the right to obtain the medical records relating to care and treatment of any Insured who claims Disability Income Benefits under this Plan. By requesting benefits, the Insured fully authorizes and directs the Insured's medical provider to furnish the Company with such records.

**PAYMENT OF CLAIM:** All benefits are payable to the Insured on a biweekly basis upon receipt of written proof of loss. If any benefits remain unpaid at the death of the Insured, the Company will pay such benefits to the beneficiary or the Insured's estate. Any payments made in good faith will constitute a complete discharge of the Company's obligations.

**CLAIM REVIEW PROCEDURES:** If Benefits are denied under this Plan, the Insured may submit a request for a full and fair review. The Insured is to submit the request to the Claims Manager at WMI Mutual Insurance Company, PO Box 572450, Salt Lake City, UT 84157-2450. The request for review must be in writing within sixty (60) days after notification of the claim denial. The Claims Manager will investigate the issue and will communicate the response in writing. The response will clearly state the final decision



and any applicable Policy provision. The Insured may appeal the decision of the Claims Manager by submitting a written appeal to the Company's Medical Claim Review Committee within sixty (60) days after the Manager's response. For matters other than claim denial, the Insured is to submit the complaint to the Company at the above address.

**BENEFICIARY:** The beneficiary is as named on the enrollment form. The Insured may change the beneficiary by filing written request with the Company. The change of beneficiary will be effective as of the date the Insured signed and dated the request. The change will be without notice to or consent of the existing beneficiary unless forbidden by law and any change will be without prejudice to the Company on account of any payment made before the receipt of notice by the Company.

**LEGAL PROCEEDINGS:** No action of law or in equity shall be brought to recover on the Plan prior to the expiration of sixty (60) days after proof of loss has been filed in accordance with the requirements of the Plan, nor shall such action be brought at all unless brought within three (3) years from the expiration of the time within which proof of loss is required by the Plan.

**MISSTATEMENT OF AGE:** If the age of the Insured has been misstated, any amount payable will be that had the correct age been known.

**ANNUAL MEETING:** The annual meeting of the Company shall be held on the first Friday in December of each year at the Home Office of the Company.

**EXPERIENCE RATING REFUNDS:** This Plan shares in the surplus earnings of the Company. Surplus earnings is defined as the amount of earnings in excess of earnings required to maintain minimum compulsory surplus required by law.

In any calendar year in which there are surplus earnings as a result of favorable claims experience, such surplus earnings are refundable to participating Employers as an experience rating refund. The method and timing of the refund is determined by the Company's Board of Directors. To be eligible to participate in the experience rating refund, a participating Employer must be a Policyholder at the time the refund is made.

**NON-ASSESSABLE PLAN:** If for any reason the Company is unable to maintain required reserves or pay justified claims for benefits, benefits may be reduced in accordance with an equitable plan approved by law.

**CONFORMITY WITH LAW:** If any provision of this Plan is contrary to any law to which it is subject, the provision is hereby amended to conform thereto.

**CONFORMITY WITH MONTANA STATUTES:** The provisions of this policy conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the Insured resides on or after the Effective Date of this policy.