UNITED OF OMAHA LIFE INSURANCE COMPANY
A MUTUAL *of* OMAHA COMPANY

YOUR GROUP SHORT-TERM DISABILITY BENEFITS

FOR EMPLOYEES OF:

Argus Consulting, Inc.

CLASS(ES):

All Eligible Employees

REVISION EFFECTIVE DATE:

October 1, 2023

PUBLICATION DATE:

September 13, 2023

NOTICE(S)

THIS CERTIFICATE DESCRIBES THE BENEFITS THAT ARE AVAILABLE TO YOU. PLEASE READ YOUR CERTIFICATE CAREFULLY. THE POLICY IS ISSUED IN THE STATE OF KANSAS AND PROVIDES ALL OF THE BENEFITS REQUIRED BY APPLICABLE KANSAS LAW.

FRAUD WARNING
Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and may subjects such person to criminal and civil penalties as determined by a court of law.

NOTICE(S)

If you have any questions about or concerns with this insurance, please first contact the Policyholder or your benefits administrator. If, after doing so, you still have a question or concern, you may contact us at:

United of Omaha Life Insurance Company
3300 Mutual of Omaha Plaza
Omaha, Nebraska 68175
Call Toll-Free: 1-800-877-5176
www.mutualofomaha.com

When contacting us, please have your Policy number available.

FOR RESIDENTS OF FLORIDA

THE BENEFITS OF THE POLICY PROVIDING YOUR COVERAGE ARE GOVERNED PRIMARILY BY THE LAW OF A STATE OTHER THAN FLORIDA.

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CERTIFICATE OF INSURANCE

UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office:
3300 Mutual of Omaha Plaza
Omaha, Nebraska 68175

Capitalized terms used in this section have the meanings assigned to them in the Definitions section of this Certificate.

United of Omaha Life Insurance Company certifies that Group Policy Number GUG-BL8N (the Policy) has been issued to Argus Consulting, Inc. (the Policyholder).

Insurance is provided for Employees of the Policyholder subject to the terms and conditions of the Policy.

Please read this Certificate carefully. The benefits described in this Certificate are effective only if you are eligible for the insurance, become insured and remain insured as described in this Certificate and according to the terms and conditions of the Policy.

If the provisions of this Certificate and those of the Policy do not agree, the provisions of the Policy will apply. The Policy is part of a contract between United of Omaha Life Insurance Company and the Policyholder, and may be amended, changed or terminated without your consent or notice to you.

This Certificate replaces any certificate previously issued under the Policy.

The Policy is nonparticipating, therefore it will pay no dividends.

James T. Blackledge
Chief Executive Officer

Daryl Vankat
Corporate Secretary

SCHEDULE

This Schedule describes some of the terms and conditions of the Policy including, but not limited to, the maximum amounts of benefits payable under the Policy, exclusions and limitations. For a complete description of the terms and conditions of the Policy, refer to the appropriate section of this Certificate.

The benefits described in this Schedule are effective only if you are eligible for the insurance, become insured and remain insured as described in this Certificate and according to the terms and conditions of the Policy. Capitalized terms used in this section have the meanings assigned to them in the Definitions section of this Certificate.

POLICY INFORMATION

Minimum Work Hours Required:	130 hours per month
Eligibility Present Waiting Period:	None
Eligibility Future Waiting Period:	None
When Insurance Begins:	The first day of the month that follows the day the Employee becomes eligible. Additional eligibility conditions apply as described in the Certificate.
Elimination Period:	
Injury:	0 calendar days
Sickness:	7 calendar days

BENEFITS

Weekly Benefit Percentage:	60%
Maximum Weekly Benefit:	$1,500
Minimum Weekly Benefit:	$25
Maximum Benefit Period:	13 weeks
Reasonable Accommodation Benefit:	The lesser of 100% for covered services expenses, $1,000 or an amount equal to the total Gross Weekly Benefit.
Vocational Rehabilitation Benefit:	Voluntary 10%

SHORT-TERM DISABILITY BENEFITS

If you become Disabled due to an Injury or Sickness, while insured under the Policy, we will pay the Weekly Benefit. Benefits begin after you satisfy the Elimination Period.

ELIMINATION PERIOD

You must satisfy the Elimination Period with consecutive days of Disability to receive benefits. The Elimination Period begins on the first day of Disability.

If your Disability is a result of an Injury, there is no Elimination Period. Benefits will begin immediately. If your Disability begins more than 7 calendar days after your Injury date, the Elimination Period for Sickness applies.

If your Disability is a result of a Sickness, the Elimination Period is 7 calendar days.

WEEKLY BENEFIT CALCULATION

When less than a full week of Disability benefits is due, a pro rata benefit will be paid for each day of Disability. This pro rata benefit is equal to 1/7th of your Weekly Benefit.

Weekly Benefit for Total Disability

If you are Disabled and earning less than 20% of your Basic Weekly Earnings, the Weekly Benefit while Disabled is the lesser of:

a) 60% of your Basic Weekly Earnings, less Other Income Sources; or
b) the Maximum Weekly Benefit, less any Other Income Sources.

Weekly Benefit for Partial Disability

If you are Disabled and you are able to generate Current Earnings of at least 20% and not more than 99% of your Basic Weekly Earnings, the Weekly Benefit payable is the Weekly Benefit for Total Disability, unless the sum of:

a) the Gross Weekly Benefit while you are Disabled; plus
b) Other Income Sources you receive or are eligible to receive; plus
c) Current Earnings while you are Disabled

exceeds 100% of your Basic Weekly Earnings. If this sum exceeds 100% of your Basic Weekly Earnings, the Weekly Benefit will be reduced by the amount in excess of 100% of your Basic Weekly Earnings.

OTHER INCOME SOURCES

We take into account the total of all your income from other sources of income in determining the amount of your Weekly Benefit. Your Other Income Sources include any amounts you receive or are eligible to receive as a result of your Disability or the Sickness and/or Injury that caused, in whole or in part, your Disability. Other Income Sources also include retirement payments and family leave benefits received for any reason.

Other Income Sources include:

a) payments under:
    1. a workers' compensation law;
    2. an occupational disease law;
    3. the Jones Act, (Title 46 United States Code Section 688); or
    4. any other act or law of similar intent;
b) any amount under another group or individual short-term or long-term disability insurance policy or plan for which the Policyholder has paid any part of the cost, except any group short-term or long-term disability insurance policy or plan underwritten by United of Omaha Life Insurance Company;
c) disability income payments under any:
    1. state compulsory benefit act or law;
    2. government retirement system as a result of your job with the Policyholder; or
    3. work loss provision in a no-fault motor vehicle insurance plan, as allowed by state law;

d) the amount you:
    1. receive as retirement payments when you reach the normal retirement age defined under the Policyholder's Retirement Plan;
    2. voluntarily elect to receive as retirement payments prior to reaching the normal retirement age defined under the Policyholder's Retirement Plan; or
    3. receive or are eligible to receive as a disability benefit under the Policyholder's Retirement Plan prior to reaching the normal retirement age;
e) any amount payable as:
    1. salary continuance, except paid time off (PTO) that is not specified as sick leave, and vacation; but including maternity;
    2. sick leave; or
    3. severance allowance;
f) any amount from a third party (after subtracting attorneys' fees) by judgment, settlement or otherwise;
g) any amount from any unemployment insurance law or program; and
h) any benefits you or your Spouse or Dependent Child receive or are eligible to receive as a result of your disability or retirement payments under:
    1. the U.S. Social Security Act;
    2. the Canada Pension Plan;
    3. the Quebec Pension Plan;
    4. the Railroad Retirement Act;
    5. any public employee retirement plan;
    6. any teachers employment retirement plan; or
    7. any similar plan or act.

We will not reduce your Weekly Benefit by your Social Security retirement income if your Disability begins after your Social Security Normal Retirement Age and you were already receiving social Security retirement benefits.

Any income benefits your Spouse or Dependent Child receives or is eligible to receive as a result of his or her own disability under the U.S. Social Security Act are not included in Other Income Sources.

EXPLANATION OF OTHER INCOME SOURCES

You must apply for and pursue Other Income Sources for which you are or may become eligible, including but not limited to Social Security disability and/or dependent benefits, and do what is needed to obtain them. If your application or claim for Other Income Sources is denied, we may require that you appeal the decision to a level that is satisfactory to us and provide written proof of all levels of appeal.

As part of your proof of Disability, we require that you furnish evidence to us that you have applied for and pursued Other Income Sources for which you are or may become eligible.

After the initial reduction for each type of Other Income Sources, we will not further reduce your Weekly Benefit due to any cost of living increases payable under such type of Other Income Sources.

Other Income Sources that are paid in a lump sum will be prorated on a weekly basis over a period for which the sum is given. If no time period is stated, the sum will be prorated on a weekly basis over the lesser of the following:
a) the Policy's Maximum Benefit Period; or
b) 12 equal payments.

If Other Income Sources are paid on a retroactive basis, we may reduce or suspend the Weekly Benefit to recover any overpayment.

Regardless of how funds from a Retirement Plan are distributed, we will consider your contributions and the Policyholder's contributions to be distributed simultaneously during your lifetime.

We will pay the full amount of the Weekly Benefit if you:
a) apply for Other Income Sources; and
b) sign our Reimbursement Agreement.

Until you have signed our Reimbursement Agreement and have given written proof to us that application has been made or all available appeals have been exhausted for Other Income Sources, we may:

a) estimate your Other Income Sources; and
b) reduce your Weekly Benefit by that amount.

If we reduce your benefit on this basis, and if all of your appeals are denied, we will restore your Weekly Benefit amount and refund any underpayment to you in a lump sum.

INTEGRATION ABOVE 100% OF COMBINED EARNINGS

Your Weekly Benefit, as calculated above, will be reduced by the amount of salary continuance, sick leave benefits, severance allowance, and maternity for which you are eligible or that you receive from the Policyholder that, when combined with your Weekly Benefit, exceeds 100% of your Basic Weekly Earnings. The Weekly Benefit will be reduced by such amount to the extent the Weekly Benefit exceeds 100% of your Basic Weekly Earnings.

MINIMUM BENEFIT

If subtracting Other Income Sources from your Gross Weekly Benefit results in a zero benefit, a Weekly Benefit of $25 is paid, unless we reduce the Weekly Benefit to recover an overpayment, as provided for in the REFUND TO US provision. If we reduce the Weekly Benefit to recover an overpayment, your Weekly Benefit may be reduced to zero until we fully recover the overpayment.

MAXIMUM BENEFIT PERIOD

The maximum number of weeks that benefits are payable for a continuous period of Disability is 13 weeks.

WHEN DISABILITY BENEFITS END

Benefits will be paid during a period of Disability until the earliest of the day:

a) you are no longer Disabled;
b) you die;
c) the Maximum Benefit Period ends;
d) you fail to provide us satisfactory proof of continuous Disability;
e) you fail to provide us satisfactory Proof of Earnings;
f) you have been incarcerated or imprisoned for 31 days or longer;
g) you fail to comply with our request for a medical examination as explained in the INDEPENDENT EXAMINATION provision of the Claims Provisions;
h) you are able to pursue any health exam required to obtain your professional license, occupational license, or certification and do not do so;
i) you are not under Regular Medical Care for the Injury or Sickness that caused the Disability; or
j) you are able to return to work with the Policyholder on a part-time or Full-Time basis and do not do so.

If you are eligible to receive Disability payments on the day the Policy ends, benefits will continue subject to all other Policy provisions.

RECURRENT DISABILITY

A Recurrent Disability will be treated as part of your prior claim and you will not be required to satisfy a new Elimination Period if:

a) you were continuously insured under the Policy from the date benefits ended for your prior claim to the date your Recurrent Disability begins; and
b) your Recurrent Disability occurs within 90 days after the date benefits ended for your prior claim.

In order to prevent over insurance because of duplication of benefits, benefits payable under this provision will cease if benefits are payable to you under any other Policyholder-sponsored group long-term disability income policy or plan.

EXCLUSIONS

We will not pay benefits for any Disability or loss which:

a) results from an act of declared or undeclared war or armed aggression;
b) results from your Participation in a Riot or your commission of or attempt to commit a felony or any type of assault or battery;
c) results from elective or cosmetic surgery or procedures, or resulting complications (unless such surgery or procedure is medically necessary for the appropriate diagnosis and treatment of your Injury or Sickness in accordance with generally accepted medical standards);
d) arises out of or in the course of employment with the Policyholder for which you:
    1. receive or are eligible to receive benefits under any workers' compensation, occupational disease or similar law; or
    2. receive any settlement from the workers' compensation carrier;
e) results, whether you are sane or insane, from:
    1. an intentionally self-inflicted Injury or Sickness; or
    2. attempted suicide;
f) occurs while you are incarcerated or imprisoned for any period exceeding 31 days;
g) is solely a result of a failed drug test; or
h) is solely a result of a loss of a professional license, occupational license, or certification.

ADDITIONAL BENEFITS

Capitalized terms used in this section have the meanings assigned to them in the Definitions section of this Certificate.

REASONABLE ACCOMMODATION BENEFIT

While you are receiving Disability benefits from us, we may pay a Reasonable Accommodation Benefit to the Policyholder if it will enable you to return to work. The purpose of this benefit is to cover costs incurred by the Policyholder to make workplace modifications to assist you. Covered services include:

a) tools, special seating, equipment and/or furniture;
b) accessible parking space;
c) labor costs for installation; and
d) other services reasonably necessary to help you return to work.

If we determine benefits are payable, we will pay the Policyholder the lesser of:

a) 100% of the expense incurred for covered services;
b) $1,000; or
c) an amount equal to the total Gross Weekly Benefit that would be payable for the Maximum Benefit Period, less any benefits already paid.

We will pay the benefit once we determine:

a) you have the physical and mental capability to perform your Regular Job or another job for the Policyholder based on your education, training and experience;
b) there is reasonable prospect the workplace modification will help you return to Active Eligibility based on input from you, your Physician and the Policyholder;
c) the reasonable accommodation is complete; and
d) the Policyholder has incurred expenses for the services.

The total amount of the Reasonable Accommodation Benefit is payable once per Disability.

VOLUNTARY VOCATIONAL REHABILITATION BENEFIT

While you are receiving Disability benefits from us, we may pay for a vocational rehabilitation program if it will help you return to some type of work.

Rehabilitation is voluntary. The rehabilitation program may start at your or your Physician's request, or we may suggest it. Any rehabilitation program must be mutually agreed upon between you and us. The program must be approved in writing by us before it begins. Covered services may include, but are not limited to:

a) worksite modification and/or special equipment;
b) job placement assistance, including resume preparation;
c) retraining for a new occupation;
d) educational expenses;
e) other services reasonably necessary to help you return to work.

Eligibility for vocational rehabilitation assistance is based on your education, training, experience and physical/mental capabilities. To qualify for covered services:

a) your Disability must prevent you from performing some or all of the Material Duties of your Regular Job;
b) you must have the physical and mental capability to complete a rehabilitation program; and
c) there must be reasonable expectation that rehabilitation services will help you return to Active Eligibility.

We will make the final determination of any vocational rehabilitation services provided, eligibility for participation and any continued benefit payments If you fail to participate without Good Cause once we have started to pay vocational rehabilitation benefits, it may result in reduction or termination of Disability benefits. Reduction of benefits will be based on your income potential if you were employed after a vocational rehabilitation program.

We will not duplicate benefits under this provision that are payable under the Reasonable Accommodation Benefit section.

Additional Benefit for IWRP

A more comprehensive type of vocational rehabilitation program involves the development of an Individual Written Rehabilitation Plan (IWRP). If you participate in an IWRP, we will increase the Weekly Benefit by 10% and continue to pay Disability benefits. Eligibility for further payment of the Weekly Benefit will be assessed at the completion of the IWRP.

We will develop the IWRP, which may include input from you, your Physician and the Policyholder. The IWRP will describe:

a) the vocational rehabilitation goals and services;
b) our duties, your duties and those of any third parties associated with the IWRP;
c) the times and dates of the vocational rehabilitation services;
d) the expected duration of the IWRP; and
e) all costs associated with the services.

ELIGIBILITY

Capitalized terms used in this section have the meanings assigned to them in the Definitions section of this Certificate.

WHEN YOU BECOME ELIGIBLE FOR INSURANCE (ELIGIBILITY WAITING PERIOD)

If you are Actively Working on the Policy Effective Date, you become eligible for insurance on the Policy Effective Date.

If you are not Actively Working on the Policy Effective Date, or if you are hired after the Policy Effective Date, you become eligible for insurance on the day you begin Active Work.

The day you become eligible for insurance may not be the same as the day your insurance begins. The WHEN YOUR INSURANCE BEGINS provision describes the day your insurance begins.

WHEN INSURANCE BEGINS

You become insured on the first day of the month that follows the day you become eligible and are Actively Working.

EVIDENCE OF INSURABILITY

Evidence of Insurability is not required for any amount of insurance under the Policy, unless otherwise stated in this Certificate.

EXCEPTIONS TO WHEN INSURANCE BEGINS

This provision does not apply if you are eligible for insurance under the CONTINUITY OF INSURANCE UPON TRANSFER OF INSURANCE CARRIER provision.

If you are not Actively Working due to:

a) Injury or Sickness;
b) confinement in a Hospital as an inpatient;
c) confinement or assignment to a bed as a resident inpatient in any institution or facility other than a Hospital; or
d) being housebound and under the care or supervision of a Physician;

on the day insurance would otherwise begin, insurance will not take effect until the day after you are released by your Physician and you return to Active Work.

If you are not Actively Working when insurance would otherwise begin for reasons other than those listed above, insurance will not take effect until the day you return to Active Work.

WAIVER OF COVERAGE

You may waive coverage:

a) for religious or faith-based reasons;
b) to avoid possible federal and/or state income tax liability; or
c) for any other reason approved by us.

You must submit a Written Request to waive coverage. The request must be signed by you, and in community property states, your Spouse, if applicable. The waiver is effective the date we receive and record the Written Request.

The waiver is irrevocable for one year from the date we record it. After one year, you may elect coverage by providing Evidence of Insurability at your own expense. You are eligible for insurance if we approve Evidence of Insurability.

CONTINUITY OF INSURANCE UPON TRANSFER OF INSURANCE CARRIER

If you are not Actively Working on the Policy Effective Date due to Injury or Sickness, but were covered under a Prior Plan on the day before the Policy Effective Date, upon payment of the premium, you will be insured under the Policy if you resume Active Work.

CHANGES TO INSURANCE BENEFITS

Any allowable change in the benefits, class or amount of insurance, whether requested by you or the Policyholder, or as a result of the terms of the Policy, will take effect on the first day of the month that follows the date of the request or the change.

For any increase in insurance, we will use the Policyholder's records and/or the premium we receive to verify that the amount of insurance requested is the appropriate insurance amount you are eligible for under the terms of the Policy.

If you are not Actively Working on the day any increase in insurance would otherwise take effect, the increase becomes effective the first day of the month that follows the day you return to Active Work.

In no event will any change take effect during a period of Disability.

REINSTATEMENT OF INSURANCE

You may be eligible to reinstate insurance that has ended in accordance with this provision.

Reinstated insurance will take effect on the first day of the month that follows the date you become eligible for insurance. If you are not Actively Working on the day the reinstated insurance would otherwise take effect, insurance becomes effective on the day you return to Active Work.

Involuntary Reduction in Hours

If insurance ends because you are no longer Actively Working due to an involuntary reduction of hours worked, insurance may be reinstated without satisfying another Eligibility Waiting Period if you return to Active Work within 12 months from the date insurance ended.

Rehired Employee Due to Layoff or Termination

If insurance ends because you are no longer Actively Working due to layoff or termination of employment with the Policyholder, insurance may be reinstated without satisfying another Eligibility Waiting Period if you are rehired and return to Active Work within 12 months from the date insurance ended. All other Policy provisions, except the PRE-EXISTING CONDITION LIMITATION provision, apply. Credit will be given towards satisfaction of the PRE-EXISTING CONDITION LIMITATION provision previously served under the Policy.

Rehired Employee Due to Leave of Absence

If insurance ends because you are no longer Actively Working due to an approved leave of absence, insurance may be reinstated within 90 days from the date insurance ended without satisfying another Eligibility Waiting Period upon return to Active Work. If insurance ends because you are no longer Actively Working due to military leave, insurance may be reinstated upon return to Active Work within 31 days of discharge from active duty without satisfying another Eligibility Waiting Period. All other Policy provisions, except the PRE-EXISTING CONDITION LIMITATION provision, apply. Credit will be given towards satisfaction of the PRE-EXISTING CONDITION LIMITATION provision previously served under the Policy.

WHEN INSURANCE ENDS

Insurance ends:

a) the day you are no longer eligible for insurance under the Policy;
b) the day you begin active duty in the Armed Forces, National Guard or Reserves of any state or country (except for temporary active duty of 31 days or less), unless otherwise stated or allowed in the Policy;

c) the day the Policy terminates; or
d) in accordance with the GRACE PERIOD provision.

If you are Disabled on the day the Policy terminates, benefits will continue subject to the WHEN DISABILITY BENEFITS END provision in the Schedule.

EXCEPTIONS TO WHEN INSURANCE ENDS

If your insurance would otherwise end, you may be able to continue insurance under one of the following provisions:
a) CONTINUATION OF INSURANCE DURING DISABILITY
b) CONTINUATION OF INSURANCE FOR FEDERAL AND STATE LAWS

CONTINUATION OF INSURANCE DURING DISABILITY

If you become Disabled, your insurance will continue with payment of premium for as long as you are entitled to receive Weekly Benefits.

CONTINUATION OF INSURANCE FOR FEDERAL AND STATE LAWS

If there is a conflict between this provision and any other provision of the Policy, this provision controls.

The federal Family and Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto, as well as other applicable federal or state laws, may allow continuation of insurance in certain instances. You may be able to continue insurance from the day you cease to be Actively Working due to one of these laws.

Any insurance continued under this provision is subject to the following conditions:
a) insurance may not be continued beyond the time period allowed by FMLA, USERRA or applicable federal or state law that allows for continuation;
b) the amount of insurance may not be increased while insurance is continued under this provision; and
c) we continue to receive premium payment when due (premiums must be paid by you or on your behalf).

Insurance under this provision ends on the day the earliest of the day:
a) the time period in a) in the preceding paragraph has been satisfied;
b) you return to Active Work;
c) you begin full-time employment with an employer other than the Policyholder; or
d) the Policy terminates.

Insurance under this provision also ends in accordance with the GRACE PERIOD provision.

See the OPTIONS FOR PAYMENT OF PREMIUM FOR CONTINUED INSURANCE provision in the Premium Payments section of this Certificate for premium payment options.

PREMIUM PAYMENTS

Capitalized terms used in this section have the meanings assigned to them in the Definitions section of this Certificate.

OPTIONS FOR PAYMENT FOR PREMIUM FOR APPROVED CONTINUATION OF INSURANCE

When insurance is continued, we must receive premium payment when due for insurance to remain effective, unless otherwise stated or allowed in the Policy. Premium payment may be made in the following ways:

a) the Policyholder may pay the premiums; or
b) you may pay premium to the Policyholder who will then submit premium to us.

Contact the Policyholder to determine which option is available to you.

Payment of premium does not guarantee eligibility for coverage.

GRACE PERIOD

There is a grace period of 31 days for payment of premium. This means that, except for the initial premium, if premium is not paid on or before the date it is due, the premium must be paid in the 31-day grace period that follows. We consider premium to be paid on the date we receive it.

Insurance will stay in force during the grace period as long as premium is paid before the end of the grace period. If we receive written notice requesting cancellation of insurance on a current or future date, the grace period will not apply. Coverage will end on the cancellation date specified in such notice, as long as the full premium has been paid up to that date.

If premium is not paid by the end of the grace period, insurance will end the day after the last day of the grace period.

PREMIUM AND PREMIUM CHANGES

The premium for insurance under the Policy is a monthly rate.

The premium for insurance under the Policy is paid (in full) by the Policyholder. Contact the Policyholder for additional information on the current premium for the Policy.

If you request a change in the amount of insurance, the Policyholder will provide you with notice of your new premium amount upon request if you are responsible for the payment of premiums for insurance.

If there is a change in the amount of the premium for insurance in accordance with the terms of the Policy, the Policyholder will provide you with notice of the change at least 15 days prior to the date of the change if you are responsible for the payment of premium for insurance.

Premium amounts will change if premium rates under the Policy change.

CLAIMS PROVISIONS

Capitalized terms used in this section have the meanings assigned to them in the Definitions section of this Certificate.

CLAIM FORMS

Before benefits are considered, we must be given written proof of Disability. A claim form can be requested from the Plan Administrator, from us or obtained on our website. If we do not provide a claim form within 15 days of your request, written proof of claim may be submitted that includes the nature, date, cause and extent of the Disability for which the claim is made.

PROOF OF DISABILITY

Written proof of Disability must be given to us within 90 days after the end of the Elimination Period. If it is not reasonably possible to give us proof within the required time, we will not reduce or deny a claim for this reason if proof is supplied as soon as reasonably possible. In any case, proof must be given no more than 12 months from the time specified, unless you were legally incapacitated.

Proof of Earnings, proof of continued Disability, Regular Medical Care and any Other Income Sources must be given to us upon request. This proof must be received within 45 days of our request. If it is not, benefits may be denied or suspended.

INDEPENDENT EXAMINATION

We may require you to be examined by a Physician or vocational rehabilitation expert as we direct to assist in determining whether benefits are payable. You may not impose any conditions on an examination such as pre-approval of the examiner, attendance of a third party or audio/video recording of the examination.

We will pay for these examinations; however, you may be responsible for fees associated with failure to notify the examination office of your appointment cancellation within the required amount of time specified by the examiner. We may recover this fee by reducing benefits that are payable. We will not require more than a reasonable number of examinations.

HOW TO OBTAIN PLAN BENEFITS

Forward the completed claim form for proof of Disability to:
United of Omaha Life Insurance Company
3300 Mutual of Omaha Plaza
Omaha, Nebraska 68175

You will be responsible for any fees charged by your Physician for completing a claim form.

CLAIM ASSISTANCE

For assistance with filing a claim or an explanation of how a claim was paid, contact:
United of Omaha Life Insurance Company
3300 Mutual of Omaha Plaza
Omaha, Nebraska 68175
Call Toll-Free: 1-800-877-5176

PAYMENT OF CLAIMS

Benefits will be paid immediately after we receive acceptable written proof of Disability and any other required supporting information.

Benefits will be paid to you, except benefits unpaid at your death may be paid, at our option, to:

a) your Eligible Survivor; or
b) your estate.

CLAIM REVIEW AND APPEAL PROCESS

Claim Review

We will notify you in writing of our decision to either approve or deny a claim within 31 days of the date it is received by us. If we deny your claim in whole or in part, we will explain the reasons for our denial in our notice. If you disagree with the reasons given, you or your authorized representative may ask that we reconsider your claim through the appeal process.

Appeal Process

To appeal a denied claim, you or your authorized representative must notify us within 180 days after receiving notice of our denial and ask that we reconsider our original benefit decision. Your appeal request must be submitted to us in writing or electronically and should state the reasons you believe the claim denial was incorrect. You should also include any additional information, documents or other materials that might allow us to change our original decision. Send your appeal request to us at our Omaha, Nebraska address shown in the CLAIMS ASSISTANCE provision.

Within 60 days after receiving your appeal request, we will notify you or your authorized representative in writing of our final claim decision. If we need more time due to circumstances beyond our control, we will inform you of our need for an extension prior to the end of this time frame.

Notice

If the administration of the Policy is subject to the Employee Retirement Income Security Act of 1974 (ERISA), you may contact the U.S. Department of Labor, Employee Benefits Security Administration (EBSA) for further review of your claim or to ask questions about your rights under ERISA.

MODE OF PAYMENT

Benefits will be paid weekly by us.

REFUND TO US

If it is found that we paid more benefits than we should have paid under the Policy, we have the right to a refund from you or the recipient of benefits.

We also have a right to a refund for any payments due to:

a) fraud or misrepresentation;
b) any error we make in processing a claim;
c) you or your agent's failure to provide complete information;
d) your not being eligible for coverage; or
e) your receipt of or right to payment from Other Income Sources.

You or the recipient of benefits must reimburse us in full. We will determine the repayment method, including without limitation, reducing or withholding your Weekly Benefit or any benefits payable to you under this or any other group insurance policy issued by us. We will credit any such payments to the refund until the refund is fully recovered.

If it is found that we paid less benefits than we should have paid under the Policy, we will make additional payment(s), as necessary.

AUTHORITY TO INTERPRET POLICY

The following applies only when the administration of the policy is governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq.:

By purchasing the Policy, the Policyholder grants us the discretion and the final authority to construe and interpret the Policy. This means that we have the authority to decide all questions of eligibility and all questions regarding the amount and payment of any Policy benefits within the terms of the Policy as interpreted by us. Benefits under the Policy will be paid only if we decide, in our discretion, that a person is entitled to them. In making any decision, we may rely on the accuracy and completeness of any information furnished by the Policyholder, you or any other third party.

The Policyholder further grants us the authority to delegate to third parties, our affiliates, and any third party administrator with whom we have contracted to provide claims administration and other administrative services, the discretionary authority granted in the Policy. The Policyholder expressly grants such third party the full discretionary authority granted to us under this Policy.

You or your beneficiary has the right to request a review of our decision. If, after exercising the Policy's review procedures, you or your beneficiary's claim for benefits is denied or ignored, in whole or in part, you or your beneficiary may file suit and a court will review your or your beneficiary's eligibility or entitlement to benefits under the Policy.

STANDARD PROVISIONS

Capitalized terms used in this section have the meanings assigned to them in the Definitions section of this Certificate.

INSURANCE CONTRACT

The insurance contract consists of:

a) the Policy (which includes this Certificate);
b) the Policyholder's signed application attached to the Policy; and
c) any signed application for you (if applicable).

CHANGES IN THE INSURANCE CONTRACT

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time we and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

a) does not require your consent; and
b) must be:
    1. in writing;
    2. made a part of the Policy; and
    3. signed by our authorized representative in our home office.

A change may affect any class of Insured Persons included in the Policy.

INCONTESTABILITY

We will not contest this Policy after it has been in force for two years during your lifetime, except for nonpayment of premium.

Statements in an application are considered representations and not warranties. We will not use any statements in your application to deny a claim or to contest the validity of this insurance unless we provide you, your beneficiary or legal representative with a copy of that application.

LEGAL ACTIONS

No legal action can be brought until at least 60 days after we have been given proof of loss. No legal action can be brought more than five years after the date proof of loss is required, unless otherwise required by state law in your state of residence.

CONFORMITY WITH STATE AND FEDERAL LAW

Any provision of the Policy which, on its effective date, is in conflict with the law of the federal government or the state in which an Insured Person resides on such date is hereby amended to conform to the minimum requirements of such law.

DEFINITIONS

The defined terms used in this Certificate and Policy are shown in this section. With the exception of *our, we, us, you, your and yourself*, we have capitalized these terms wherever they appear to make them easier for you to find.

The definitions set forth below apply to both the singular and plural versions of the defined term.

Actively Working, *Active Work* means you are:

a) performing the normal duties of your job for the Policyholder on a regular and continuous basis 130 or more hours each month; and
b) receiving compensation from the Policyholder for work performed for the Policyholder.

You will be considered to be actively working on any day that is a regular paid holiday or day of vacation, or regular or scheduled non-working day, provided you were actively working on the last preceding regular work day.

Basic Weekly Earnings means your average gross weekly earnings received from the Policyholder during the Calendar Year immediately prior to the year in which your Disability began. If you were employed with the Policyholder for part of the previous Calendar Year, basic weekly earnings means your average gross weekly earnings for the weeks worked while employed during that Calendar Year. If you were not employed with the Policyholder during the previous Calendar Year, basic weekly earnings means your average gross weekly earnings for the weeks worked while employed. Basic weekly earnings will be verified by premium we have received.

Basic weekly earnings is based on the W-2 income received from the Policyholder over the tax year immediately prior to the year in which your Disability began.

Basic weekly earnings is computed as:

a) earnings shown in the income box of your W-2 form, which reflects wages, tips and other compensation;
b) your pre-tax contributions to a Deferred Compensation plan for the same Calendar Year(s), if applicable; and
c) your pre-tax contributions to a Section 125 plan and flexible spending account for the same Calendar Year(s), if applicable.

Basic weekly earnings does not include income received from car allowance, housing allowance, moving allowance, gains on exercise of Policyholder-provided stock options, or income received from sources other than the Policyholder.

We require Proof of Earnings.

Calendar Year means the 12-month period beginning on January 1 of each year and ending on December 31 of the same year.

Certificate means this document that describes the benefits, terms, conditions, exclusions and limitations of the insurance provided under the Policy.

Claimant means the person who submits a claim for benefits, including the authorized representative of such person.

Current Earnings means any actual pre-tax weekly income you receive while you are working and eligible to receive a Weekly Benefit, or the pre-tax earnings you could receive if you were working at your Maximum Capacity. If your current earnings fluctuate, we may average your current earnings over the most recent three-month period and continue your claim provided the average does not exceed the percentage of Basic Weekly Earnings allowed by the Policy. A Weekly Benefit is not payable for any week during which your current earnings exceed that percentage.

Deferred Compensation means a plan or arrangement under the following Internal Revenue Code (IRC) sections or any other plan or arrangement defined as deferred compensation under the IRC:

a) 401(k);
b) 403(b);
c) 408(k);
d) 409A; or
e) 457.

Dependent Child means a citizen, permanent resident or lawful resident of the United States who is:

a) your natural born, legally adopted or foster child;
b) your stepchild or child of your domestic partner or civil union partner or equivalent; or
c) any other child who lives with you in a regular parent/child relationship and who qualifies as your dependent as defined in the U.S. Internal Revenue Code.

A dependent child does not include:
a) your child who is married, in a domestic partnership, in a civil union partnership or equivalent;
b) your child if the child has been legally adopted by another person; or
c) a child placed in your home by a social service agency which retains control over the child.

Disability and *Disabled* mean that because of an Injury or Sickness, a significant change in your mental or physical functional capacity has occurred and:
a) during the Elimination Period, you are prevented from performing at least one of the Material Duties of your Regular Job (on a part-time or Full-Time basis); and
b) after the Elimination Period, you are:
    1. prevented from performing at least one of the Material Duties of your Regular Job (on a part-time or Full-Time basis); and
    2. unable to generate Current Earnings which exceed 99% of your Basic Weekly Earnings due to that same Injury or Sickness.

Disability is determined relative to your ability or inability to work. It is not determined by the availability of a suitable position with the Policyholder.

Eligible Survivor means your Spouse, if living; otherwise, it means your Dependent Child under age 26. An eligible survivor must be living at the time of your death.

Elimination Period means the number of consecutive days of Disability which must be satisfied before you are eligible to receive benefits. The elimination period is shown in the Schedule.

Employee means a person who is:
a) a citizen or permanent resident of the United States; or
b) lawfully and legally able to work in the United States pursuant to applicable federal and state laws; and
c) receiving compensation from the Policyholder for work performed for the Policyholder at:
    1. the Policyholder's usual place of business;
    2. an alternative work site at the direction of the Policyholder; or
    3. a location to which the employee must travel to perform the job.

An employee does not include a person:
a) who resides outside the United States for a period in excess of 12 consecutive months unless written approval has been received from our authorized representative in our home office;
b) working for the Policyholder on a seasonal or temporary basis; or
c) performing services for the Policyholder as an independent contractor, including persons for whom income is reported on a 1099 form or subject to the terms of a leasing agreement between the Policyholder and a leasing organization.

Evidence of Insurability means proof of good health acceptable to us. This proof may be obtained through questionnaires, physical exams or written documentation, as required by us.

Family means Spouse, former Spouse, children, parents, grandparents, grandchildren, brothers, sisters and the spouses (or domestic partner or civil union partner or equivalent) of such individuals.

Full-Time means working the required number of hours to be considered a full-time employee of the Policyholder.

Good Cause means documented physical or mental impairments that:
a) prevent you from being rehabilitated;
b) interfere with a medical program you are currently participating in; or
c) conflict with any other program you are participating in that will enable you to return to active employment.

Gross Weekly Benefit means your Weekly Benefit amount before any reduction for Other Income Sources and Current Earnings.

Hospital means a facility that is accredited, approved, certified or licensed as a general hospital by the proper authority of the state in which it is located to provide care and treatment for the condition causing confinement. A hospital does not include a facility or institution or part thereof which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

Injury means bodily harm that:

a) is a direct result of an accident requiring treatment by a Physician;
b) is independent of bodily infirmity, Sickness or medical or surgical treatment, and all other causes; and
c) occurs after the Policy Effective Date and while you are insured under the Policy.

Insured Person means a person who is insured under the Policy.

Material Duties means the essential tasks, functions, and operations relating to your Regular Job that cannot be reasonably omitted or modified. In no event will we consider working more than the required Full-Time hours per week in itself to be a part of material duties.

Maximum Capacity means, based on your medical restrictions and limitations, the greatest extent of work you are able to do in your Regular Job.

Maximum Weekly Benefit means the maximum dollar amount of disability benefit you may receive per week as shown in the Schedule.

Other Income Source(s) has the meaning set forth in the OTHER INCOME SOURCES provision of the Schedule.

Our, We, Us means United of Omaha Life Insurance Company.

Participation in a Riot means actively participating in a tumultuous disturbance of the peace by three or more persons assembling together of their own authority with intent to mutually assist one another in an illegal or legal act.

Physician means a legally qualified medical doctor who is licensed to practice medicine, prescribe drugs or perform surgery, or any other licensed healthcare provider who is deemed to be the same as a legally qualified medical doctor. The physician must be acting within the scope of his/her license. A physician does not include you or any Family member.

Plan Administrator means the person or entity designated as the plan administrator for the Policyholder's group disability plan.

Policy means the group policy issued to the Policyholder by us, including this Certificate.

Policy Anniversary means January 1 of each Policy Year.

Policy Effective Date means September 1, 2019.

Policy Year means the period commencing on the Policy Effective Date and ending on the next succeeding Policy Anniversary and, thereafter, each 12-month period commencing on the Policy Anniversary.

Policyholder means Argus Consulting, Inc..

Policyholder's Retirement Plan means any Retirement Plan:

a) which is part of any federal, state, county, municipal, or association retirement system; and
b) for which you are eligible as a result of employment with the Policyholder.

Prior Plan means any similar insurance policy:

a) replaced by insurance under part or all of the Policy; and
b) in effect and maintained, sponsored by or available through the Policyholder on the day before the Policy Effective Date.

Proof of Earnings means:

a) copies of your U.S. individual income tax returns and business income tax returns, including all forms, schedules and attachments, if applicable;
b) payroll records; and

c) any other records we request.

Regular Medical Care means treatment, consultations and diagnostic services that are appropriate and provided, ordered or prescribed by a Physician whose specialty is suitable for treating your Injury or Sickness. Such care must be received in-person at a frequency that is appropriate to effectively manage and treat your Injury or Sickness according to generally accepted medical standards.

Regular Job means the job you are routinely performing when your Disability begins.

Reimbursement Agreement means the written agreement that we provide to you and you agree to repay us any overpayment resulting from your or your Spouse's or Dependent Child's receipt of Other Income Sources.

Retirement Plan means a plan that:

a) provides benefits to you, either in a lump sum or in the form of periodic payments, upon the later of:
    1. early or normal retirement as defined in the plan;
    2. early or normal retirement under the U.S. Social Security Act; or
    3. disability, if the payment does not reduce the amount of money which would have been paid at the normal retirement age under the plan if the disability had not occurred; and
b) is not funded wholly by your contributions.

A retirement plan does not include a profit-sharing plan or a plan such as a 401(k), a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, a pension plan for partners, a military pension or disability income plan, a retirement plan from another plan sponsor or a Deferred Compensation plan.

Sickness means a physical or mental disease, illness, infection, disorder or condition, including pregnancy, that requires treatment by a Physician. Disability resulting from a sickness must occur while you are insured under the Policy. Sickness includes the donation of an organ in a non-experimental organ transplant procedure.

Social Security Normal Retirement Age (SSNRA) means your normal retirement age under the U. S. Social Security Act.

The Social Security Normal Retirement Age table is available online at www.ssa.gov/OACT/ProgData/nrs/html or any other online website address which replaces this address.

Spouse means the person to whom you are legally married. Spouse also includes your domestic partner, civil union partner or equivalent, as recognized and allowed by law in your jurisdiction of residence.

Weekly Benefit means the amount of disability benefit you may receive per week as described in the Schedule.

Written Request means a request that is signed, dated and submitted to the Policyholder or us. The request must be on a form we supply or be in a form and content acceptable to us.

You, Your, Yourself means the Employee who may be eligible or insured under the Policy.

Group Short-Term Disability Benefits

Argus Consulting, Inc.

Group Number: G000BL8N

United of Omaha Life Insurance Company

Home Office:
3300 Mutual of Omaha Plaza
Omaha, Nebraska 68175