

**SHORT TERM AND LONG-TERM DISABILITY INSURANCE**  
**For The Employees of D.M. Bowman, Inc.**  
*Short-Term Disability*

<b>Eligibility</b>	If you are an active, full-time employee regularly working at least 30 hours per week, you are eligible the first of the month coincident with or next following 2 months of active service. If you are a new hire, you are eligible the first of the month following 60 days of active service.
<b>When Coverage Takes Effect</b>	Your coverage takes effect on the later of the program's effective date, the date you become eligible, the date we receive your completed enrollment form, or the date you authorize any necessary payroll deductions. If you have to submit evidence of good health, your coverage takes effect on the date we agree, in writing, to cover you. If you're not actively at work on the date your coverage would otherwise take effect, you'll be covered on the date you return to work.
<b>Definition of Disability</b>	<b>Disability</b> means that, because of a covered injury or sickness, you are unable to perform the material duties of your regular occupation or solely due to injury or sickness you are unable to earn 80% or more of your covered earnings.
<b>Benefit Waiting Period</b>	You must be continuously disabled for 7 days for accident, 7 days for sickness, before benefits may be payable.
<b>Weekly Benefit</b>	This plan pays a benefit of up to 60% of your weekly covered earnings — to a maximum of \$2,500 per week. Your benefit amount will be reduced by any amounts payable to you by any of the sources listed under the "Effects of Other Income Benefits" section.
<b>Covered Earnings</b>	<p><b>Covered earnings for Employee excluding Drivers</b>  <b>Covered earnings</b> means your wages or salary, excluding overtime pay, bonuses, commissions and other extra compensation.</p> <p><b>Covered earnings for Employee classified as Drivers</b>  <b>Covered earnings</b> means, for your first year of employment, your wages or salary of \$32,000 or more, excluding overtime pay, bonuses, commissions and other extra compensation. After your first year of employment, your earnings as figured from the W-2 form (from the box that reflects wages, tips and other compensation for federal income tax purposes) received from your employer for the calendar year just prior to the date your disability begins. If you were not employed by the employer for the full year or no W-2 was received, it means your average monthly earnings as reported by the employer for the months employed.</p>
<b>Effects of Other Income Benefits</b>	<p>This plan is structured to prevent your total benefits and post-disability earnings from equaling or exceeding pre-disability earnings. Therefore, we reduce this plan's benefits by an amount equal to any Social Security retirement and/or disability benefits payable to you, your dependents, or a qualified third party on behalf of you or your dependents. Your disability benefits will not be reduced by any Social Security disability benefits you are not receiving as long as you cooperate fully in efforts to obtain them and agree to repay any overpayment when and if you do receive them.</p> <p>Other income sources that <b>WILL</b> reduce your benefits under this plan include:</p> <ul style="list-style-type: none"> <li>• Employer-paid portion of company retirement plan benefits.</li> <li>• Amounts payable under local, state, provincial or federal government disability or retirement plan or law as it pertains to the employer.</li> <li>• Amounts payable by any franchise or group insurance or similar plan.</li> <li>• Benefits payable by a Canadian and/or Quebec provincial pension plan.</li> <li>• Benefits payable under work-loss provisions of any "no fault" auto insurance.</li> <li>• Amounts payable under the Railroad Retirement Act.</li> <li>• Amounts of any wage or salary earned for work performed.</li> <li>• Any amounts paid on account of loss of earnings or earning capacity through settlement, judgment, arbitration or otherwise, where a third party may be liable, regardless of whether liability is determined.</li> </ul> <p>Income sources that <b>WILL NOT</b> reduce your benefits under this plan are:</p> <ul style="list-style-type: none"> <li>• Benefits paid by personal, individual disability income policies.</li> <li>• Individual deferred compensation agreements.</li> <li>• Employee savings plans, including thrift plans, stock options or stock bonuses.</li> <li>• Individual retirement funds, such as IRA or 401(k) plans.</li> <li>• Profit-sharing, investment or other retirement or savings plans maintained in addition to an employer-sponsored pension plan.</li> </ul>

<b>Earnings While Disabled</b>	Benefits will be reduced for any week that benefits plus income from employment exceeds 100% of pre-disability covered earnings.
<b>Benefit Duration</b>	Once you qualify for benefits under this plan, you continue to receive them until the end of the 26 week benefit period, or until you no longer qualify for benefits, whichever occurs first.
<b>Termination of Disability Benefits</b>	Your benefits will terminate when your disability ceases, when your benefit duration period is exceeded, or the date you refuse to participate in rehabilitation services.
<b>Pre-Existing Conditions</b>	Benefits are not payable for medical conditions for which you incurred expenses, took prescription drugs, received medical treatment, care or services (including diagnostic measures,) during the 3 months just prior to the most recent effective date of insurance. Benefits are not payable for any disability resulting from a pre-existing condition unless the disability occurs after you have been under this plan for 12 consecutive months.
<b>Exclusions</b>	This plan does not pay benefits for a disability which results, directly or indirectly, from any of the following: Suicide, attempted suicide, or whenever you injure yourself on purpose; war or any act of war, whether or not declared; active participation in a riot; commission of a felony; the revocation, restriction or non-renewal of your license, permit or certification necessary for you to perform the duties of your occupation, unless solely due to injury or sickness otherwise covered by the policy.  In addition, we will not pay disability benefits for any periods of disability during which you are incarcerated in a penal or corrections institution; are engaged in the activities of active duty service in the military, navy or air force of any country or international organization. (including Reserve or National Guard training that extends beyond 31 days); refuse to participate in rehabilitation efforts or transitional or other modified work arrangements as required by us; are not receiving appropriate care; fail to cooperate with us in the administration of the claim. Cosmetic surgery or medically unnecessary surgical procedures An injury or sickness for which you are entitled to benefits from Workers' Compensation or occupational disease law An injury or sickness that is work-related
<b>Plan Termination</b>	Coverage terminates if the group policy is terminated, if you cease to be in active service, or if you are no longer a member of an eligible class of employees.
<b>How Much Your Coverage Will Cost</b>	The cost of this insurance program is paid by you. Indicate your disability plan choice (or your decision not to select coverage) on your enrollment form. The cost of this coverage is \$1.77 per \$10 of weekly benefit. <i>Costs are subject to change.</i>

## ***Long-Term Disability***

<b>Eligibility</b>	If you are an active, full-time employee regularly working at least 30 hours per week, you are eligible the first of the month coincident with or next following 2 months of active service. If you are a new hire, you are eligible the first of the month following 60 days of active service.
<b>When Coverage Takes Effect</b>	Your coverage takes effect on the later of the program's effective date, the date you become eligible, the date we receive your completed enrollment form, or the date you authorize any necessary payroll deductions. If you have to submit evidence of good health, your coverage takes effect on the date we agree, in writing, to cover you. If you're not actively at work on the date your coverage would otherwise take effect, you'll be covered on the date you return to work.
<b>Definition of Disability</b>	<b>Disability</b> means that, because of a covered injury or sickness, you are unable to perform the material duties of your regular occupation or solely due to injury or sickness you are unable to earn 80% or more of your indexed covered earnings. After benefits have been payable for 24 months, you are disabled if your injury or sickness makes you unable to perform the material duties of any occupation for which you are (or may reasonably become) qualified by education, training or experience, or solely due to injury or sickness you are unable to earn 60% or more of your indexed covered earnings.
<b>Benefit Waiting Period</b>	You must be continuously disabled for 180 days before benefits may be payable.
<b>Monthly Benefit</b>	This plan pays a benefit of up to 60% of your monthly covered earnings — to a maximum of \$10,000 per month. Your benefit amount will be reduced by any amounts payable to you by any of the sources listed under the "Effects of Other Income Benefits" section.
<b>Covered Earnings</b>	<p><b>Covered earnings for Employee excluding Drivers</b>  <b>Covered earnings</b> means your wages or salary, excluding overtime pay, bonuses, commissions and other extra compensation.</p> <p><b>Covered earnings for Employee classified as Drivers</b>  <b>Covered earnings</b> means, for your first year of employment, your wages or salary of \$32,000 or more, excluding overtime pay, bonuses, commissions and other extra compensation. After your first year of employment, your earnings as figured from the W-2 form (from the box that reflects wages, tips and other compensation for federal income tax purposes) received from your employer for the calendar year just prior to the date your disability begins. If you were not employed by the employer for the full year or no W-2 was received, it means your average monthly earnings as reported by the employer for the months employed.</p>
<b>Effects of Other Income Benefits</b>	<p>This plan is structured to prevent your total benefits and post-disability earnings from equaling or exceeding pre-disability earnings. Therefore, we reduce this plan's benefits by an amount equal to any Social Security retirement and/or disability benefits payable to you, your dependents, or a qualified third party on behalf of you or your dependents. Your disability benefits will not be reduced by any Social Security disability benefits you are not receiving as long as you cooperate fully in efforts to obtain them and agree to repay any overpayment when and if you do receive them.</p> <p>Other income sources that <b>WILL</b> reduce your benefits under this plan include:</p> <ul style="list-style-type: none"> <li>• Employer-paid portion of company retirement plan benefits.</li> <li>• Amounts payable under local, state, provincial or federal government disability or retirement plan or law as it pertains to the employer.</li> <li>• Amounts payable by any franchise or group insurance or similar plan.</li> <li>• Amounts payable by company sponsored sick leave or salary continuation plans.</li> <li>• Benefits payable by a Canadian and/or Quebec provincial pension plan.</li> <li>• Benefits payable under work-loss provisions of any "no fault" auto insurance.</li> <li>• Amounts payable under the Railroad Retirement Act.</li> <li>• Amounts of any wage or salary earned for work performed.</li> <li>• Any amounts paid on account of loss of earnings or earning capacity through settlement, judgment, arbitration or otherwise, where a third party may be liable, regardless of whether liability is determined.</li> <li>• Amounts payable under any workers' compensation (including temporary or permanent disability benefits), occupational disease, and unemployment compensation. This includes damages, compromises or settlements paid in place of such benefits, whether or not liability is admitted.</li> </ul> <p>Income sources that <b>WILL NOT</b> reduce your benefits under this plan are:</p> <ul style="list-style-type: none"> <li>• Benefits paid by personal, individual disability income policies.</li> <li>• Individual deferred compensation agreements.</li> <li>• Employee savings plans, including thrift plans, stock options or stock bonuses.</li> <li>• Individual retirement funds, such as IRA or 401(k) plans.</li> <li>• Profit-sharing, investment or other retirement or savings plans maintained in addition to an employer-sponsored pension plan.</li> </ul>
<b>Earnings While Disabled</b>	During the first 24 months that benefits are payable, benefits will be reduced if benefits plus income from employment exceeds 100% of pre-disability covered earnings. After that, benefits will be reduced by 50% of your earnings from employment, or higher if your benefits plus income from employment exceeds 80% of indexed covered earnings.
<b>Additional</b>	<b>Family Survivor Benefit:</b> If you die while receiving disability benefits, we will pay a survivor benefit based on 100% of the total of your last

<b>Benefit Features</b>	month's benefit plus the amount of any disability earnings by which this benefit had been reduced for that month. This plan pays a single lump sum equal to 3 months of benefits. We pay this benefit directly to your lawful spouse, or to your children in equal shares, if there is no lawful spouse. If you have no lawful spouse or children, we pay this benefit to your estate.																		
<b>Benefit Duration</b>	Once you qualify for benefits under this plan, you continue to receive them until the end of the benefit period, or until you no longer qualify for benefits, whichever occurs first. Your benefit period begins on the first day after you complete your benefit waiting period. And, should you remain disabled, your benefits continue according to the following schedule, depending on your age at the time you become disabled.																		
	<table border="1"> <thead> <tr> <th>Age at Disability</th> <th>Age 62 or younger</th> <th>63</th> <th>64</th> <th>65</th> <th>66</th> <th>67</th> <th>68</th> <th>69+</th> </tr> </thead> <tbody> <tr> <td>Duration of Payments (months)</td> <td>To age 65 or the date the 42<sup>nd</sup> monthly benefit is payable, if later</td> <td>36</td> <td>30</td> <td>24</td> <td>21</td> <td>18</td> <td>15</td> <td>12</td> </tr> </tbody> </table>	Age at Disability	Age 62 or younger	63	64	65	66	67	68	69+	Duration of Payments (months)	To age 65 or the date the 42 <sup>nd</sup> monthly benefit is payable, if later	36	30	24	21	18	15	12
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<b>Termination of Disability Benefits</b>	Your benefits will terminate when your disability ceases, when your benefit duration period is exceeded, or the date you refuse to participate in rehabilitation services.																		
<b>Limited Benefit Period</b>	<p>Disabilities caused by or contributed to by any one or more of the following conditions are subject to a lifetime limit of 24 months for outpatient treatment: Anxiety-disorders, delusional (paranoid) or depressive disorders, eating disorders, mental illness, somatoform disorders (including psychosomatic illnesses).</p> <p>Benefits are payable during periods of hospital confinement for these conditions for hospitalizations lasting more than 14 consecutive days that occur before the 24-month lifetime outpatient limit is exhausted. Once the 24-month outpatient benefits are exhausted, the plan pays no further benefits.</p> <p>Disabilities caused by or contributed to by any one or more of the following conditions are subject to a lifetime limit of 24 months for outpatient treatment: Alcoholism, drug addiction or abuse.</p> <p>Benefits are payable during periods of hospital confinement for these conditions for hospitalizations lasting more than 14 consecutive days that occur before the 24-month lifetime outpatient limit is exhausted. Once the 24-month outpatient benefits are exhausted, the plan pays no further benefits.</p>																		
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This information is a brief description of the important features of this plan. It is not a contract. Terms and conditions of the coverage are set forth in Group Policy No. VDT-961045 and VDT-961046, on Policy Form TL-004701, issued in Maryland and subject to its laws. The availability of this offer may change. Please keep this material as a reference, and file it with your certificate, should you become insured.

*Coverage is underwritten by Life Insurance Company of North America, 1601 Chestnut Street, Philadelphia, PA 19192*

