

**YOUR
SALARY CONTINUATION
PLAN**

MEDICA®

EMPLOYER: MEDICA HEALTH PLANS

PROGRAM NUMBER: GRH-072325

**PROGRAM EFFECTIVE DATE: March 1, 2009 LAST REVISION DATE: February 6, 2020; January 1, 2023
THE SALARY CONTINUATION PLAN ("SCP") DESCRIBED IN THE FOLLOWING PAGES IS SPONSORED BY THE
EMPLOYER.**

**THE EMPLOYER IS SOLELY RESPONSIBLE FOR PAYMENT OF SOME PERCENTAGE OF A PARTICIPATING
EMPLOYEE 'S SALARY ACCORDING TO THE TERMS AND CONDITIONS OF THIS PLAN DESCRIPTION AND ALL
OF EMPLOYER'S POLICIES.**

**SEE THE SCHEDULE SECTION OF THIS PLAN DESCRIPTION FOR THE PERCENTAGE OF SALARY TO BE
CONTINUED AND THE MAXIMUM DURATION OF TIME SALARY WILL BE CONTINUED.**

**THIS SCP IS NOT AN EMPLOYEE WELFARE BENEFIT PLAN, AS DEFINED BY THE EMPLOYEE RETIREMENT
INCOME SECURITY ACT (ERISA) AND ALL PARTICIPANTS HAVE NO VESTED INTEREST IN THIS PLAN.**

**THIS SCP PROVIDES SCP PLAN PAYMENTS TO ONLY ELIGIBLE EMPLOYEES WHO HAVE A QUALIFYING
CONDITION. THIS SCP IS NOT A SICK LEAVE BENEFIT PROGRAM.**

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SCHEDULE OF BENEFITS

This Plan provides short term continuation of some percentage of an eligible Employee's Weekly Earnings. Payments are made from the Employer's payroll account or general assets.

Program's Cost:

You do not contribute towards the cost of this Salary Continuation Plan (SCP).

Eligible Class(es) For Coverage:

All Full-time and Part-Time Active Employees who are scheduled to work at least 20 hours per week for Employer for at least six (6) consecutive months excluding Officers, Directors, temporary or seasonal Employees.

Benefits Commence Period:

For a Qualifying Condition caused by Injury or Illness on the 6th consecutive day of inability to work;

Salary Continuation Amount:

60% of Your Pre-Injury or Pre-Illness Earnings, reduced by Other Income Benefits, if applicable.

Maximum Duration of Benefits Payable:

90 day(s) if caused by Injury or Illness.

ELIGIBILITY AND ENROLLMENT

Eligible Persons: *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Benefits will be considered Eligible Persons.

Eligibility for Coverage: *When will I become eligible?*

You will become eligible for coverage on the later of:

- 1) the SCP Effective Date; or
- 2) the date You complete the Eligibility Waiting Period for Coverage shown in the Schedule of Benefits, if applicable.

You must be on an Employer approved leave in order to be eligible to participate in the SCP.

Enrollment: *How do I enroll for coverage?*

All eligible Active Employees will be enrolled automatically by the Employer.

PERIOD OF COVERAGE

Effective Date: *When does my coverage start?*

You are not required to contribute toward The SCP's cost, Your coverage will start on the date You become eligible.

Deferred Effective Date: *When will my effective date for coverage or a change in my coverage be deferred?*

If You are absent from work due to your own:

- 1) accidental bodily injury;
- 2) Illness;
- 3) Mental Illness; or
- 4) Substance Abuse;

on the date Your coverage, or increase in coverage, would have become effective, Your coverage, or increase in coverage will not become effective until You are Actively at Work one full day on or after six consecutive months of service.

Termination: *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the date The SCP terminates;
- 2) the date The SCP no longer covers Your class;
- 3) the date Your Employer terminates Your employment; or
- 4) the date You cease to be a Full-time or Part-time Active Employee in an eligible class for any reason; unless continued in accordance with one of the Continuation Provisions.

Continuation Provisions: *Can my coverage be continued beyond the date it would otherwise terminate?*

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Continued coverage:

- 1) is subject to any reductions in The SCP; and
- 2) terminates if:
 - a) The SCP terminates; or
 - b) coverage for Your class terminates.

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

Family Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act, or other applicable state or local law, Your coverage for leave may be continued for up to 12 weeks after or longer if required by other applicable law, following the date Your leave commenced. However, payments to you under this SCP are limited to up to 90 calendar days from the date Your qualifying Injury or Illness commences. If Your approved leave terminates during the 90 calendar day period, the SCP payments to You will cease immediately.

Coverage while Injured/Sick: *Does my coverage continue while I am Injured/ILL and no longer an Active Employee?*

If You are Injured/ILL and You cease to be an Active Employee, Your coverage will be discontinued.

BENEFITS

Injury/Illness Benefit: *What are my Benefits under The Program?*

If, while covered under this Benefit, You:

- 1) become Injured/ILL;
- 2) remain Injured/ILL; and
- 3) submit Proof of Loss to the Claims Evaluator;

The Employer will pay the Salary Continuation Amount.

The amount of any Salary Continuation Amount payable may be reduced by:

- 1) the total amount of all Other Income Benefits, including any amount for which You could collect but did not apply; and
 - 2) any income received from the Employer for the period You are Injured/ILL.
- Partial Week Payment:**
How is a benefit calculated for a period of less than a week after You have been Injured/ILL for five consecutive calendar days?

If a Salary Continuation Amount is payable for less than a week, The SCP will pay 1/5 of the Salary Continuation Amount for each day You were Injured/ILL.

Recurrent Injury/Sickness: *What happens to my benefits if I return to work as an Active Employee and then become Injured/ILL again?*

When Your return to work as an Active Employee is followed by another occurrence of Injury/Illness, and such Injury/Illness is:

- 1) due to the same cause; or
- 2) due to a related cause; and
- 3) within 14 consecutive calendar days of the return to work;

the Period of Eligibility prior to Your return to work and the recurrent Injury/Illness will be considered one Period of Eligibility, provided The SCP remains in force.

If You return to work as an Active Employee for one calendar day and then are absent from work for a different qualifying Injury/Illness, the new Injury/Illness will be considered as a new qualifying condition provided the SCP remains in force.

Period of Eligibility means a continuous length of time during which You are Injured/ILL under The SCP.

Multiple Causes: *How long will benefits be paid if a period of Injury/Illness is extended by another cause?*

If a period of eligibility is extended by a new cause while Salary Continuation Amounts are payable, Salary Continuation Amounts payable will continue while You remain Injured/ILL, subject to the following:

- 1) Salary Continuation Amounts payable will not continue beyond the end of the original Maximum Duration of Benefits (ninety days); and
- 2) any Exclusions will apply to the new cause of Injury/Illness.

Termination of Payment: *When will my benefit payments end?*

Benefit payments will stop on the earliest of:

- 1) the date You are no longer Injured/ILL;
- 2) the date You fail to furnish Proof of Loss;
- 3) the date You are no longer under the Regular Care of a Physician;
- 4) the date You refuse the Claims Evaluator's request that You submit to an examination by a Physician or other qualified medical professional or refuse to sign an authorization for release of medical information;
- 5) the date of Your death;
- 6) the date You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the eligible condition;
- 7) the last day benefits are payable according to the Maximum Duration of Benefits;
- 8) the date Your Current Weekly Earnings exceed 80% of Your Pre-Injury/Illness Earnings if You are receiving benefits for being disabled from your occupation; or
- 9) the date no further benefits are payable under any provision in The SCP that limits benefit duration.

Injured/ILL and Working Benefits: *How are benefits paid when I am Injured/ILL and Working?*

If, while covered under the SCP, You are working part time, the Employer will use the following calculation to determine Your SCP payment:

Salary Continuation Payment = Hours not worked times 60% of pre-Injury/Illness rate of pay.

If You are participating in a part time work program approved by the Employer, the Employer will determine Your SCP payment.

Days which You are Injured/ILL and working may be used to satisfy the Benefits Commence Period. You will be eligible to work part time and receive a partial SCP payment for up to ninety (90) days from the date your Injury/Illness commenced.

If You are disabled or disabled and working per the terms and conditions of the Employer's Long Term Disability policy after a period of part time work or after you have exhausted your SCP eligibility, You may continue to receive benefits under the Long Term Disability policy per the policy's terms.

EXCLUSIONS AND LIMITATIONS

Exclusions: *What Injuries/Illness are not covered?*

The SCP does not cover, and will not pay a benefit for any Injury/Illness:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war (declared or not);
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation;
- 5) caused or contributed to by an intentionally self-inflicted Injury unless the self-inflicted injury is a result of a mental health condition;
- 6) for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; or
- 7) sustained as a result of doing any work for pay or profit for another employer;
- 8) elective cosmetic or plastic surgery except when required due to the Injury or Sickness.

If You are receiving or are eligible for benefits for an Injury/ Illness under a prior plan that:

- 1) was sponsored by the Employer; and
- 2) was terminated before the Effective Date of the SCP;

no benefits will be payable for the Injury/Illness under the SCP.

GENERAL PROVISIONS

Claims Evaluator: *What is the role of the Claims Evaluator?*

The Claims Evaluator is delegated the duties of the Employer to determine eligibility for SCP participation according to the terms and conditions of The SCP subject to the final approval for such participation by Employer.

Employer Role: *What is the role of the Employer in the Claims payment process?*

The Employer is responsible for making payment for benefits due according to the terms and conditions of The SCP.

The Employer's responsibilities also include, but are not limited to:

- 1) deciding appeals of claims which were initially denied by the Claims Evaluator; and
- 2) making final determinations regarding eligibility for coverage.

Notice of Claim: *When should the Claims Evaluator be notified of a claim?*

You must give the Claims Evaluator notice of claim by calling the special claims telephone number provided to Employees. Such notice must be given no later than the fifth day of an absence due to the same or a related Injury/Illness.

If notice cannot be given within the required time, it must be given as soon as possible after that and You must be able to establish a valid reason for failure to provide timely notice as determined in the sole discretion of the Employer. A representative of the Claims Evaluator will assist the caller through the process, gathering the appropriate information from you, your physician, and the Employer.

Claim Forms: *Are special forms required to file a claim?*

The Claims Evaluator will send forms to You to provide Proof of Loss, within 15 days of receiving a Notice of Claim. If the Claims Evaluator does not send the forms within 15 days, You may submit any other proof in writing which fully describes the nature and extent of Your claim.

Proof of loss is typically provided by you by telephone; however, if forms are required, they will be sent to You for providing Proof of Loss within 15 days after the Claims Evaluator receives a notice of claim. You may be required to sign an authorization for release of medical information which authorizes Your provider to release medical information regarding your Injury/Illness to the Claims Evaluator and/or Employer to verify You are eligible to participate in and continue to participate in the Plan.

Proof of Loss: *What is Proof of Loss?*

Proof of Loss may include but is not limited to the following:

- 1) documentation of:
 - a) the date Your Injury/Illness began;
 - b) the cause of Your Injury/Illness;

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

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

Additional Proof of Loss: *What additional proof of loss is the Claims Evaluator entitled to?*

To assist the Claims Evaluator in determining if You are injured/ILL, or to determine if You meet any other term or condition of The SCP, the Claims Evaluator has the right to require You to:

- 1) meet and interview with the Claims Evaluator; and
- 2) be examined by a Physician, vocational expert, functional expert, or other medical or vocational professional of the Claims Evaluator's choice.

Any such interview, meeting or examination will be:

- 1) at the Claims Evaluator's expense; and
- 2) as reasonably required by the Claims Evaluator.

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

Sending Proof of Loss: *When must proof of Loss be given?*

Written Proof of Loss must be sent to the Claims Evaluator within thirty (30) days after the start of the period for which the Employer issues payments under the SCP. If proof is not given by the time it is due, it will not affect the claim if:

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

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

Claim Payment: *When are benefit payments issued?*

When the Claims Evaluator determines that You:

- 1) are Injured/Sick; and
- 2) eligible to receive payments under the SCP;

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

Claims to be Paid: *To whom will benefits for my claim be paid?*

All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent;

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

Claim Denial: *What notification will I receive if my claim is denied?*

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written notification will:

- 1) if necessary, give the specific reason(s) for the denial;

Claim Appeal: *What recourse do I have if my claim is denied?*

On any claim, You or Your representative may appeal to the Employer for a full and fair review. To do so You:

- 1) must request a review upon written application within:
 - a) thirty (30) days of receipt of claim denial if the claim requires the Claims Evaluator to make a determination of eligibility; or
 - b) thirty (30) days of receipt of claim denial if the claim does not require the Claims Evaluator to make a determination of disability; and
- 2) may request copies of all documents, records, and other information relevant to Your claim; and
- 3) may submit written comments, documents, records and other information relating to Your claim.

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

Social Security: *When must I apply for Social Security Benefits?*

The Employer may request that You apply for Social Security disability benefits when the length of Your Disability meets the minimum duration required to apply for such benefits. You must apply within 45 days from the date of the Employer's request. If the Social Security Administration denies Your eligibility for benefits, You will be required:

- 1) to follow the process established by the Social Security Administration to reconsider the denial; and
- 2) if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.

Benefit Estimates: *How does the Employer estimate Disability benefits under the United States Social Security Act?*

The Employer reserves the right to reduce Your Salary Continuation Amount by estimating the Social Security disability benefits You or Your spouse and children may be eligible to receive.

When the Employer determines that You or Your Dependent may be eligible for benefits, the Employer may estimate the amount of these benefits. The Employer may reduce Your Salary Continuation Amount by the estimated amount.

Your Salary Continuation Amount will not be reduced by estimated Social Security disability benefits if:

- 1) You apply for Social Security disability benefits and pursue all required appeals in accordance with the Social Security provision; and
- 2) You have signed a form authorizing the Social Security Administration to release information about awards directly to the Employer.

If the Employer has reduced Your Salary Continuation Amount by an estimated amount and:

- 1) You or Your Dependent are later awarded Social Security disability benefits, the Employer may adjust Your Salary Continuation Amount when the Employer receives proof of the amount awarded, and determine if it was higher or lower than the Employer estimates; or
- 2) Your application for Social Security disability benefits has been denied, the Employer may adjust Your Salary Continuation Amount when You provide the Employer proof of final denial from which You cannot appeal from an Administrative Law Judge of the Office of Hearing and Appeals.

If Your Social Security benefits were lower than the Employer estimated, and the Employer owes You a refund, the Employer will make such refund in a lump sum. If Your Social Security Benefits were higher than the Employer estimated, and If Your Salary Continuation Amount has been overpaid, You may be required to make a lump sum refund to the Employer equal to all over payments.

Additional Benefit Estimates: *How does the Employer estimate Disability benefits under the Minnesota Workers Compensation Act?*

The Employer reserves the right to reduce Your Salary Continuation Amount by estimating the Workers Compensation wage loss benefits You or Your spouse and children may be eligible to receive.

When the Employer determines that You may be eligible for wage loss benefits, the Employer may estimate the amount of these benefits. The Employer may reduce Your Salary Continuation Amount by the estimated amount.

If the Employer has reduced Your Salary Continuation Amount by an estimated amount and:

- 3) You or Your Dependent are later awarded wage loss benefits, the Employer may adjust Your Salary Continuation Amount when the Employer receives proof of the amount awarded, and determine if it was higher or lower than the Employer estimates; or
- 4) Your application for wage loss benefits has been denied, the Employer may adjust Your Salary Continuation Amount when You provide the Employer proof of final denial from which You cannot appeal under the Minnesota Workers Compensation laws.

If Your wage loss benefits were lower than the Employer estimated, and the Employer had reduced your Salary Continuation payments by the Employer's estimate and the Employer owes You a refund, the Employer will make such refund in a lump sum. If wage loss benefits were higher than the Employer estimated, and if Your Salary Continuation Amount has been overpaid, you may be required to make a lump sum refund to the Employer equal to all overpayments.

Subrogation: *What are the Employer's subrogation rights?*

If You:

- 1) suffer a condition because of the act or omission of a Third Party;
- 2) become entitled to and are paid benefits under The Program in compensation for lost wages; and
- 3) do not initiate legal action for the recovery of such benefits from the Third Party in a reasonable period of time;

then the Employer will be subrogated to any rights You may have against the Third Party and may, at its option, bring legal action against the Third Party to recover any payments made by The SCP.

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

Misstatements: *What happens if facts are misstated?*

If material facts about You were not stated accurately, the true facts will be used to determine if, and for what amount, coverage should have been in force.

Program Interpretation: *Who interprets the terms and conditions of The SCP?*

The Employer and Claims Evaluator acting within its delegated authority subject to final approval by Employer have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The SCP.

DEFINITIONS

Actively at Work means at work with Your Employer on a day that is one of Your Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your Occupation:

- 1) in the usual way; and
- 2) for Your usual number of hours.

You will be considered Actively at Work on a day that is not a scheduled work day only if You were Actively at Work on the preceding scheduled work day.

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

Claims Evaluator means Hartford Comprehensive Employee Benefit Service Company (HARTFORD CEBSCO).

Current Weekly Earnings means Weekly earnings You receive from:

- 1) Your Employer; on the date immediately prior to the date You are Injured/Sick.

Essential Duty means a duty that:

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

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

Injury means bodily injury resulting:

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

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

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

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

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

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

- 1) temporary, permanent disability, or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- 2) governmental law or program that provides disability or unemployment benefits as a result of Your job with Your Employer;
- 3) plan or arrangement of coverage, whether insured or not, which is received from Your Employer as a result of employment by or association with Your Employer or which is the result of membership in or association with any group, association, union or other organization;
- 4) mandatory "no fault" automobile insurance plan;
- 5) disability benefits under:
 - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
 - b) the Railroad Retirement Act;
 - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
 - d) similar plan or act;that You, Your spouse and/or children are eligible to receive because of Your Injury/Sickness; or
- 6) disability benefit from the Department of Veterans Affairs, or any other foreign or domestic governmental agency:
 - a) that begins after You become eligible; or
 - b) that You were receiving before becoming injured/ILL, but only as to the amount of any increase in the benefit attributed to Your condition.
- 7) portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for Your loss of earnings; or
- 8) retirement benefits under:

- a) the United States Social Security Act or alternative plan offered by a state or municipal government;
 - b) the Railroad Retirement Act;
 - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan;
 - d) similar plan or act;
- that You, Your spouse and/or children receive because of Your retirement, unless You were receiving them prior to becoming Injured/ILL.

Physician means a person who is:

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

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

SCP means the Salary Continuation Plan maintained by the Employer, according to the terms and conditions stated in this SCP description.

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

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

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

Sickness means a condition which is:

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

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

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

Substance includes alcohol and drugs but excludes tobacco and caffeine.

Injury/Illness or Injured/ILL means that You are prevented by:

- 1) Injury;
- 2) Illness;
- 3) Mental Illness;
- 4) Substance Abuse;

from performing the Essential Duties of Your Occupation.

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

You or Your means the employee that participates in this SCP.