



The Lincoln National Life Insurance Company

A Stock Company

Home Office Location: Fort Wayne, Indiana

Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066

(800) 423-2765 Online: www.LincolnFinancial.com

Group Policyholder: Hitachi Vantara LLC

In Consideration of the Group Policyholder's application for this Policy and payment of all premiums when due, The Lincoln National Life Insurance Company (the Company) agrees to pay the disability benefit described in this Policy subject to its terms and conditions.

Policy Effective Date: October 1, 2021

Premium Due Dates: October 1, 2021 and the first day of each insurance month after that.

Policy Anniversary: January 1, 2022 and the same day of each calender year after that.

This Policy provides Disability Benefits for the Employer's eligible employees, which are at least as favorable as those required in accord with the terms of the Temporary Disability Insurance Law of the State of Hawaii (the Law). Benefits are provided only for the disability of an Employee:

- (1) which begins while such Employee is covered under this Policy; or
- (2) whose employment with the Employer ends while such Employee is covered under this Policy; and whose disability begins:
  - (a) while the Employee is an "individual in current employment," as defined in the Law; and
  - (b) before he or she enters new employment with another employer subject to the Law.

All of the provisions of the Law that apply are made a part of this Policy. This Policy and the application (a copy of which is attached) constitute the entire contract between the Company and the Group Policyholder. This Policy may be changed at any time, by written agreement between the Company and the Group Policyholder. Only an officer of the Company can change or waive any of the terms of this Policy; or make any agreement that will be binding on the Company. No change in this Policy will be valid; unless it is made in writing by an officer of the Company.

The Group Policyholder may act for any other division, subsidiary or affiliated Employer named on the application, in all matters pertaining to this Policy. Every act done by, agreement made with or notice given to the Group Policyholder will be binding on all such Employers; except a notice of cancellation of this Policy shall be given to each Employer as required by the Law.

IN WITNESS WHEREOF, the Company has caused this Policy to be executed at Omaha, Nebraska, as of its effective date.

Secretary

President

GROUP INSURANCE POLICY  
GS2-860-066533-HI  
PROVIDING  
HAWAII TEMPORARY DISABILITY INSURANCE

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

## SCHEDULE OF INSURANCE

<b>CLASS:</b>	All Employees eligible under the law.
<b>WEEKLY BENEFIT:</b>	58.00% of employee's Average Weekly Wage to a maximum Weekly Benefit equal to the Statutory Plan.
<b>DAY BENEFITS BEGIN:</b>	8 <sup>th</sup> day disability due to non-work injury, sickness, pregnancy or its termination.
<b>MAXIMUM BENEFIT PERIOD:</b>	26 weeks for any one period of disability; not to exceed 26 weeks for all such periods combined during any Benefit Year (as defined in the Law).

Employees may be required to contribute towards the cost of their insurance; but only to the extent allowed by the Law.

## **I. DEFINITIONS**

EMPLOYEE means all of the Employer's employees who:

- (1) are members of a covered class, as shown on the Employer's application for this Policy; and
- (2) are entitled to disability benefits in accord with the Law.

EMPLOYER means the Group Policyholder; and a division, a subsidiary or an affiliated company named on the application for this Policy.

DISABILITY BENEFIT means the disability benefits such eligible Employee is entitled to receive under Part II of the Law because of employment with the Employer.

THE LAW means the Temporary Disability Insurance Law of the State of Hawaii. It includes any amendments or supplements. It also includes any applicable authorized regulations that:

- (1) are issued by the Director of the Department of Labor and Industrial Relations of the State of Hawaii; and
- (2) are or may become effective while this Policy is in force.

## **II. INSOLVENCY OR BANKRUPTCY**

Insolvency or bankruptcy of the Employer will not relieve the Company of its obligations under this Policy.

## **III. RIGHT OF THE INSURED EMPLOYEE**

This Policy will cover the entire liability of each Employer to its eligible Employees under the Law. Employees will have the right to enforce, in their own names, the Company's liability for the payment of the Disability Benefits. An Employee may file a separate claim or make the Company a party to the original claim. Any payment of such benefits by either an Employer or the Company will discharge the other from liability from the amount so paid.

## **IV. PAYMENT OF BENEFITS**

The first payment of Disability Benefits required by the Law will be paid to the Employee within ten working days after the required proof of claim has been filed. (Working days do not include Saturdays, Sundays and holidays.) After that, such benefits will be due and payable as prescribed by the Law.

## **V. STATEMENTS**

In the absence of fraud, all statements made in the application are considered representations and not warranties. No statement by the Group Policyholder in applying for this Policy will make it void; unless the statement is contained in the application. No statement by any Employee in applying for insurance under this Policy will be used to reduce or deny a claim; unless a copy of the application for insurance is or has been given to the Employee or his beneficiary, if any.

## **VI. INFORMATION REQUIRED**

The Group Policyholder or Employer will give the Company all information which the Company may reasonably require to administer the insurance under this Policy. All documents, books, and records which may have a bearing on the insurance or premiums will be open for inspection by the Company. Such documents, books and records will be open for inspection at all reasonable times:

- (1) while this Policy is in force; and
- (2) within three years after this Policy is cancelled.

## **VII. CLAIM NOTICES**

The Group Policyholder or Employer will give the Company or its authorized agent prompt written notice of any Employee's disability. Such notice must be given to the Company as soon as reasonably possible after the first day for which Disability Benefits may be payable. The notice will:

- (1) identify this Policy and the Employer; and
- (2) contain the Employee's name and address.

It will also describe the time, place, circumstances, and nature of the disability.

## **VIII. PREMIUMS**

**PAYMENT OF PREMIUMS.** No coverage provided by this Policy will be in effect until the first premium for such coverage is paid. For coverage to remain in effect, each subsequent premium must be paid on or before its due date. The Group Policyholder is responsible for paying all premiums as they become due. Premiums are payable on or before their due dates at the Company's Group Insurance Service Office. The premium must be paid in U.S. dollars.

**PREMIUM RATE CHANGE.** The Company may change any premium rate on any of the following dates:

- (1) the date the Policy's terms are changed;
- (2) the date the Company's liability is changed due to an amendment in the Law;
- (3) the date the Company's liability is changed because the Group Policyholder (or any covered division, subsidiary or affiliated company):
  - (a) relocates, dissolves or merges, or is added to or removed from the Policy; or
  - (b) ceases to be covered by the state Worker's compensation program or any other program of like intent;
- (4) the date any coverage for one or more classes cease to be provided under this Policy;
- (5) the date the number of Insured Persons changes by 25% or more from the enrollment on the date this Policy took effect, or the most recent Rate Guarantee Date expired, if later; or
- (6) on any premium due date on or after this Policy's first anniversary, or any later rate guarantee date agreed upon by the Company.

Unless the Company and the Group Policyholder agree otherwise, the Company will give at least 31 days advance written notice of any increase in premium rates.

## **IX. SCHEDULE OF MONTHLY PREMIUM RATES**

\$32.74 Per Employee

Minimum premium for employee payroll is \$10 per month. Policies terminated for nonpayment of premium will be subject to a \$25 reinstatement fee for re-certification with the Director. Policies will also be subject to a \$25 fee for any returned check.

## **X. ASSIGNMENT BY POLICYHOLDER**

Written consent of the Company is required for any assignment or transfer of the Group Policyholder's interest under this Policy.

## **XI. CANCELLATION OF THE POLICY**

The Company may cancel Policy coverage for the Group Policyholder or any Employer at any time, by sending a written notice to:

- (1) the Group Policyholder, each Employer whose Policy coverage is to be cancelled; and
- (2) the Director of the Department of Labor and Industrial Relations of the State of Hawaii (the Director).

Such written notice must state when Policy coverage will end, and must be sent at least 10 days prior to that date. Cancellation will then take effect on the earlier of:

- (1) the date shown in the notice; or
- (2) the date insurance with another carrier takes effect for the Employer's employees.

If written request to cancel is received by the Company at least twenty days before any premium due date; then that premium due date will be the date the cancellation takes effect.

This Policy may be cancelled:

- (1) by the Company;
- (2) upon the Group Policyholder's written request for one or more Employers; or
- (3) upon an Employer's written request with respect to his or her employees.

The Group Policyholder will be liable to the Company for all unpaid premiums for insurance coverage in effect before cancellation. Upon cancellation of this Policy, premiums will be adjusted on a pro-rata basis:

- (1) from the last premium due date;
- (2) to the date of cancellation.

Any refund due will be made to the Policyholder as soon as practicable.

## **XII. STATUTORY ASSESSMENTS**

The Company will pay any assessments levied in accord with Part IV, Section 67 of the Law with respect to covered wages of Employees insured under this Policy.