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# **Group Insurance Benefits**

## **Evangelical Lutheran Education Association dba ELEA**

### **Long Term Disability Insurance**

**Class 01**



**KANSAS CITY LIFE  
INSURANCE COMPANY**





**KANSAS CITY LIFE  
INSURANCE COMPANY**

**GROUP LONG TERM DISABILITY INCOME INSURANCE**

**CERTIFICATE OF COVERAGE**

POLICYHOLDER: Evangelical Lutheran Education POLICY NUMBER: 25515  
Association dba ELEA

POLICYHOLDER EFFECTIVE DATE: November 1, 2019 GOVERNING JURISDICTION: Arizona

EMPLOYER: Evangelical Lutheran Education Association dba ELEA EMPLOYER IDENTIFICATION  
NUMBER: 25515

EMPLOYER PLAN EFFECTIVE DATE: November 1, 2019

Kansas City Life Insurance Company (referred to as Kansas City Life) welcomes You as a certificateholder.

**This is Your Certificate of Coverage as long as You are eligible for coverage and You become Insured. You will want to read it carefully and keep it in a safe place.**

We have written Your Certificate of Coverage in understandable terms. However, a few terms and provisions are written as required by insurance Law. If You have any questions about any of the terms and provisions, please consult Our claims paying office. We will assist You in any way to help You understand Your benefits.

If the terms and provisions of the Certificate of Coverage (issued to You) are different from the policy (issued to the Policyholder), the policy will govern. Your coverage may be canceled or changed in whole or in part under the terms and provisions of the policy.

The policy is delivered in and is governed by the Laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. When making a benefit determination under the policy, We have discretionary authority within the reasonable limits established by the law to determine Your eligibility for benefits and to interpret the terms and provisions of the policy.

For purposes of effective dates and ending dates under the group policy, all days begin at 12:01 a.m. Standard Time at the Policyholder's address and end at 12:00 midnight Standard Time at the Policyholder's address.

Signed for Kansas City Life Insurance Company, a stock company, at its Home Office, 3520 Broadway, PO Box 219425, Kansas City, MO 64121-9425.

Secretary

President, CEO and Chairman

**The policy covers disabilities due to an occupational Sickness or Injury.**

**The policy does not replace or affect the requirements for coverage by any Workers' Compensation or state disability insurance.**

**CERTIFICATE OF COVERAGE**  
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## **SCHEDULE OF BENEFITS**

### **LONG TERM DISABILITY**

The Long Term Disability policy provides financial protection for You by paying a portion of Your income while You are disabled. The amount You receive is based on the amount You earned before Your disability began, subject to all policy provisions.

**NAME OF EMPLOYER:** Evangelical Lutheran Education Association dba ELEA

**POLICY NUMBER:** 25515

#### **ELIGIBLE CLASS(ES):**

Class 01: All Full-Time Employees in Active Employment in the United States with the association member schools

You must be an Employee of the Employer and in an eligible class.

Temporary and seasonal workers are excluded from coverage.

Persons who are not legal residents or citizens of the United States are not eligible for coverage.

#### **MINIMUM HOURS REQUIREMENT:**

20 hours per week

#### **WAITING PERIOD:**

As noted in Your Employer's Group Long Term Disability Income Insurance Policy

#### **REHIRE:**

If Your employment ends and You are rehired within 12 months. Your previous work while in an eligible class will apply toward the Waiting Period. All other policy provisions apply.

#### **WHO PAYS FOR THE COVERAGE:**

You pay the cost of Your coverage.

#### **WAIVER OF PREMIUM:**

We do not require premium payments for Your coverage while You are receiving or are entitled to receive Long Term Disability payments under the policy.

#### **ACCUMULATION OF ELIMINATION PERIOD:**

Elimination period: The latest of 90 consecutive days; or the date Your Salary Continuation or Accumulated Sick Leave payments end, if applicable.

Accumulation period: 180 consecutive days.

The elimination period and the accumulation period begin on the first day of Your disability.

Benefits for a Payable Claim begin the day after the elimination period is completed.

#### **MONTHLY BENEFIT:**

At least \$500 per month, elected in \$100 increments, not to exceed 60% of Your Monthly Earnings up to a Maximum Benefit of \$7,500

Your benefit may be reduced by any Deductible Sources of Income and Disability Earnings. Some disabilities may not be covered or may have limited coverage under the policy.

#### **MONTHLY EARNINGS:**

"Monthly Earnings" means Your gross monthly income from Your Employer in effect just prior to Your date of disability. It includes Your total income before taxes and any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. It does not include income received from commissions, bonuses, overtime pay, any other extra compensation, or income received from sources other than Your Employer.

Earnings, whether for a full year or partial year, will be converted to a monthly amount for the purpose of calculating the Monthly Payment.

**MAXIMUM PERIOD OF PAYMENT:**

For a disability which begins before You reach age 60, the Maximum Period of Payment will be until the Social Security Normal Retirement Age (SSNRA) as shown in the following table:

<u>Year of Birth</u>	<u>*Social Security Normal Retirement Age</u>
Before 1938	65 years
1938	65 years and 2 months
1939	65 years and 4 months
1940	65 years and 6 months
1941	65 years and 8 months
1942	65 years and 10 months
1943 - 1954	66 years
1955	66 years and 2 months
1956	66 years and 4 months
1957	66 years and 6 months
1958	66 years and 8 months
1959	66 years and 10 months
1960 and after	67 years

\* Age at which You are entitled to unreduced Social Security benefits based on the Social Amendments of 1983.

For a disability which starts on or after You reach age 60, the Maximum Period of Payment will be determined according to the following table:

<u>Your Age When Disability Begins</u>	<u>Maximum Period of Payment</u>
Less than age 60	To Social Security Normal Retirement Age (SSNRA)*
Age 60	60 months or to SSNRA*, whichever is greater
Age 61	48 months or to SSNRA*, whichever is greater
Age 62	42 months or to SSNRA*, whichever is greater
Age 63	36 months or to SSNRA*, whichever is greater
Age 64	30 months or to SSNRA*, whichever is greater
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 and over	12 months

**REGULAR OCCUPATION PERIOD:**

24 months

**TOTAL BENEFIT CAP:**

If You are eligible to receive payments under the policy in addition to Your Monthly Payment, the total benefit payable to You on a monthly basis (including all benefits provided under the policy) will not exceed 100% of Your Monthly Earnings. However, if You are participating in a Vocational Rehabilitation Plan, the total benefit payable to You on a monthly basis (including all benefits provided under this policy) will not exceed 110% of Your Monthly Earnings.

**The above items are only highlights of the policy. For a full description of Your coverage, including any additional benefits, exclusions or limitations that may apply, continue reading Your Certificate of Coverage.**

## **DEFINITIONS**

**ACCIDENT OR ACCIDENTAL** means a sudden, unexpected event that was not reasonably foreseeable.

**ACTIVE EMPLOYMENT** means You are working for Your Employer for earnings that are paid regularly and that You are performing the Material and Substantial Duties of Your Regular Occupation. You must be working at least the minimum number of hours as described under the MINIMUM HOURS REQUIREMENT in the SCHEDULE OF BENEFITS.

To be in Active Employment, Your work site must be:

- 1) Your Employer's usual place of business; or
- 2) an alternative work site at the direction of Your Employer, including Your home; or
- 3) a location to which Your job requires You to travel.

Normal vacation is considered Active Employment.

Temporary, part-time, and seasonal workers are excluded from coverage.

**APPROPRIATE CARE** means that You:

- 1) regularly visit a Doctor as frequently as medically required according to standard medical practice to effectively treat and manage Your disabling condition(s);
- 2) receive care or treatment appropriate for the disabling condition(s), conforming with standard medical practice, by a Doctor whose specialty or experience is most appropriate for the disabling condition(s) according to standard medical practice; and
- 3) have the obligation to minimize Your disabling condition including having corrective treatment or minor surgery.

**CONTEST** means that, if We determine You made a material misrepresentation in Your application for coverage under the policy, We assert in writing that such coverage was therefore never effective. The contest is effective on the date We mail the letter along with a refund of premium.

**DEDUCTIBLE SOURCES OF INCOME** means income from other sources as listed in the certificate which You receive or are eligible to receive while You are disabled. This income will be subtracted from Your Gross Monthly Payment.

**DISABILITY EARNINGS** means the earnings which You receive while You are disabled and working, plus the earnings You could receive if You were working to Your Maximum Capacity.

**DOCTOR** means:

- 1) a person performing tasks that are within the limits of his or her medical license; and
- 2) a person who is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- 3) a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients; or
- 4) a person who is a legally qualified medical practitioner according to the Laws and regulations of the governing jurisdiction.

We will not recognize You or Your family members, including but not limited to, spouse, domestic partner, children, parents, including in-laws, or siblings, including in-laws, a business or professional partner, or any person who has a financial affiliation or business interest with You as a Doctor for a claim that You send to Us.

**ELIGIBLE SURVIVOR** means Your spouse, if living; otherwise, Your children under age 25.

**EMPLOYEE** means a person who is a citizen or legal resident of the United States in Active Employment with the Employer in the United States.

**EMPLOYER** means the entity that has been approved by Us for coverage under the policy issued to the Policyholder. Approval by Us of an Employer's plan of coverage under the policy is as recorded and maintained in Our underwriting files(s) for the policy.

**ENROLL** means You have completed the process of applying for coverage under the policy.

**ENROLLMENT FORM** means the application You complete and submit to Us to apply for coverage under the policy.

**EVIDENCE OF INSURABILITY** means a statement of Your medical history that We will use to determine if You are approved for coverage. Evidence of Insurability will be provided at Your own expense.

**EVIDENCE OF INSURABILITY FORM** means the portion of the Enrollment Form that You complete and submit to Us that contains a statement of Your medical history.

**FAMILY MEMBER** means an individual who can be claimed as a dependent by You for federal income tax purposes.

**GAINFUL OCCUPATION** means an occupation that is or can be expected to provide You with an income within 12 months of Your return to work, that exceeds:

- 1) 80% of Your Indexed Monthly Earnings if You are working;
- 2) 60% of Your Indexed Monthly Earnings if You are not working.

**GRACE PERIOD** means the 31-day period following the premium due date during which premium payment may be made.

**GROSS MONTHLY PAYMENT** means Your benefit before any reduction for Deductible Sources of Income and Disability Earnings.

**HOSPITAL, HEALTH FACILITY OR INSTITUTION** means an accredited facility licensed to provide care and treatment for the condition causing Your disability.

**INDEXED MONTHLY EARNINGS** means Your Monthly Earnings adjusted on each anniversary of benefit payment by the lesser of 10% or the current annual percentage increase in the Consumer Price Index. Your Indexed Monthly Earnings may increase or remain the same, but will never decrease.

The Consumer Price Index CPI-U is published by the U.S. Department of Labor. We reserve the right to use some other similar measurement if the Department of Labor changes or stops publishing the CPI-U. Indexing is only used as a factor in the determination of the percentage of lost earnings while You are disabled and working and in the determination of Gainful Occupation.

**INJURY** means a bodily Injury that is the direct result of an Accident and not related to any other cause. The Injury must occur, and disability resulting from the Injury must begin while You are covered under the policy. Injury that occurs before You are covered under the policy will be treated as a Sickness.

**INSURED** means any person covered under the policy.

**INSURED PERSON** means a person who is eligible for the coverage under this certificate, becomes covered according to the terms of the policy, and whose coverage remains in effect according to the terms of the policy.

**LAW, PLAN, or ACT** means the original enactments of the law, plan, or act and all amendments.

**MATERIAL AND SUBSTANTIAL DUTIES** means duties that:

- 1) are normally required for the performance of Your Regular Occupation; and
- 2) cannot be reasonably omitted or modified, except that if You are required to work on average in excess of 40 hours per week, We will consider You able to perform that requirement if You have the capacity to work 40 hours per week.

**MAXIMUM BENEFIT** means the total monthly benefit amount for which You are insured under the policy subject to all policy provisions.

**MAXIMUM CAPACITY** means, based on Your restrictions and limitations:

- 1) during the Regular Occupation Period, the greatest extent of work You are able to do in Your Regular Occupation; and
- 2) beyond the Regular Occupation Period, the greatest extent of work You are able to do in any occupation for which You are reasonably fitted by education, training or experience.

**MAXIMUM PERIOD OF PAYMENT** means the longest period of time We will make payments to You for any one period of disability.

**MENTAL ILLNESS** means a psychiatric or psychological condition classified in the Diagnostic and Statistical Manual of Mental Health Disorders (DSM), published by the American Psychiatric Association, most current as



of the start of a disability. Such disorders include, but are not limited to, psychotic, emotional or behavioral disorders, or disorders related to stress or to substance abuse or dependency. If the DSM is discontinued or replaced, these disorders will be those classified in the diagnostic manual then used by the American Psychiatric Association as of the start of a disability.

**MONTHLY EARNINGS** means Your gross monthly income from Your Employer as stated in the SCHEDULE OF BENEFITS.

**MONTHLY PAYMENT** means Your benefit after any Deductible Sources of Income and Disability Earnings have been subtracted from Your Gross Monthly Payment.

**OCCUPATIONAL SICKNESS OR INJURY** means a Sickness or Injury that was caused by or aggravated by any employment for pay or profit.

**PART-TIME BASIS** means the ability to work and earn from 20% through 80% of Your Indexed Monthly Earnings. Ability is based on capacity and not market availability.

**PAYABLE CLAIM** means a claim for which We are liable under the terms of the policy.

**POLICYHOLDER** means the Employer to whom the policy is issued and who sponsored the coverage for its Employees.

**PRE-EXISTING CONDITION** means any condition for which You have done any of the following at any time during the 3 months just prior to Your effective date of coverage, whether or not that condition is diagnosed at all or is misdiagnosed:

- 1) received medical treatment or consultation;
- 2) taken or were prescribed drugs or medicine; or
- 3) received care or services, including diagnostic measures.

**RECURRENT DISABILITY** means a disability which is:

- 1) caused by a worsening in Your condition; and
- 2) due to the same cause(s) as Your prior disability for which We made a Monthly Payment.

**REGULAR OCCUPATION** means the occupation You are routinely performing when Your disability begins. We will look at Your occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific employer or at a specific location.

**REGULAR OCCUPATION PERIOD** is the period of time shown in the SCHEDULE OF BENEFITS that begins after the elimination period.

**RETIREMENT PLAN** means a defined contribution plan or defined benefit plan. These are plans which provide retirement benefits to Employees and are not funded entirely by Employee contributions. Retirement plan includes but is not limited to any plan which is part of any federal, state, county, municipal or association retirement system.

**SALARY CONTINUATION or ACCUMULATED SICK LEAVE** means continued payments to You by Your Employer of all or part of Your Monthly Earnings, after You become disabled as defined by the policy. This continued payment must be part of an established plan maintained by Your Employer, and includes Salary Continuation, Accumulated Sick Leave or any similar Employer sponsored paid time off plan.

**SICKNESS** means illness, disease or physical condition. Disability resulting from the Sickness must begin while You are covered under the policy.

**SPECIAL CONDITIONS** means:

- 1) musculoskeletal and connective tissue disorders of the neck, back and shoulders including any disease or disorder of the cervical, thoracic and lumbosacral back and its surrounding soft tissue including herniated or ruptured discs not requiring surgery, as well as sprains and strains of joints and adjacent muscles, except:
  - a. scoliosis;
  - b. spinal fractures;
  - c. osteopathies;
  - d. traumatic spinal cord necrosis;
  - e. radiculopathies, documented by electromyogram;

- f. spondylolisthesis, grade II or higher;
  - g. myelopathies and myelitis;
  - h. demyelinating diseases; or
  - i. spinal tumors, malignancy, or vascular malformations.
- 2) chronic fatigue syndrome;
  - 3) environmental allergic illness including but not limited to–sick building syndrome and multiple chemical sensitivity;
  - 4) carpal tunnel syndrome not requiring surgery;
  - 5) fibromyalgia; or
  - 6) myofascial pain syndrome.

If You are disabled due to carpal tunnel syndrome or one or more herniated or ruptured disc(s) and the carpal tunnel syndrome or herniated or ruptured disc(s) require that a surgical procedure be performed by a Doctor, then the Maximum Period of Payment will be up to 24 months immediately following the most recent surgical procedure.

**TEMPORARY LAYOFF or LEAVE OF ABSENCE** means You are absent from Active Employment for a period of time that has been agreed to in advance in writing by Your Employer.

Your normal vacation time or any period of disability is not considered a Temporary Layoff or Leave of Absence.

**VOCATIONAL REHABILITATION PLAN** means a written plan that a vocational rehabilitation professional, designated by Us, prepares in accordance with the Vocational Rehabilitation Services provision of the policy.

**WAITING PERIOD** means the continuous period of time (shown in the SCHEDULE OF BENEFITS) that You must be in Active Employment in an eligible class before You are eligible for coverage under the policy.

**WE, US, and OUR** means Kansas City Life Insurance Company.

**YOU and YOUR** means a person who is eligible for coverage under the policy.

## **GENERAL PROVISIONS**

### **CERTIFICATE OF COVERAGE**

This Certificate of Coverage is a written statement prepared by Us and may include attachments. It tells You:

- 1) the coverage to which You may be entitled;
- 2) to whom We will make a payment; and
- 3) the limitations, exclusions and requirements that apply within the policy.

### **ELIGIBILITY DATE**

If You are working for Your Employer in an eligible class, the date You are eligible for coverage is the later of:

- 1) the policy effective date; or
- 2) the day after You complete Your Waiting Period.

### **WHEN COVERAGE BEGINS**

When Your Employer pays 100% of the cost of Your coverage under the policy, You will be covered at 12:01 a.m. Standard Time at Your Employer's address on the date You are eligible for coverage.

When You and Your Employer share the cost of Your coverage under the policy or when You pay 100% of the cost yourself, You will be covered at 12:01 a.m. Standard Time at the Policyholder's address on the latest of:

- 1) the date You are eligible for coverage, if You Enroll for insurance on or before that date;
- 2) the first day of the month following the date You Enroll for insurance, if You Enroll within 31 days after the date You become eligible for coverage; or
- 3) the first day of the month following the date We approve Your Enrollment Form, if Evidence of Insurability is required.

In order for Your coverage to begin, You must be in Active Employment. Your coverage is subject to payment of premium.

### **CHANGES TO YOUR COVERAGE**

Once Your coverage begins, any increased or additional coverage will take effect immediately if You are in Active Employment or if You are on a covered Temporary Layoff or Leave of Absence. If You are not in Active Employment due to Injury or Sickness, any increased or additional coverage will begin on the date You return to Active Employment.

Any decrease in coverage will take effect immediately but will not affect a Payable Claim that occurs prior to the decrease.

### **WHEN EVIDENCE OF INSURABILITY IS REQUIRED**

Evidence of Insurability is required if:

- 1) You are a late applicant, which means You apply for coverage more than 31 days after the date You are eligible for coverage;
- 2) You voluntarily canceled Your coverage and are reapplying;
- 3) You apply for a monthly benefit amount greater than the MAXIMUM BENEFIT AMOUNT WITHOUT EVIDENCE OF INSURABILITY as shown in the SCHEDULE OF BENEFITS, when You first become eligible for coverage under the policy; or
- 4) You apply to increase Your monthly benefit by any amount during the policy year.

An Evidence of Insurability Form can be obtained from Your Employer.

### **IF YOU ARE ON A LEAVE OF ABSENCE AFTER YOUR COVERAGE BEGINS**

If You are on a Leave of Absence, and if premium is paid, Your coverage may be continued beyond the date You are no longer in Active Employment, limited to the time periods described below.

If You are on a Leave of Absence as described under the Family and Medical Leave Act of 1993 ("FMLA") or applicable state family and medical leave Law ("State FML"), and Your Employer's Human Resource Policy provides for continuation of disability coverage during a FMLA or State FML Leave of Absence, Your coverage will be continued until the end of the later of:

- 1) the leave period permitted by the federal Family and Medical Leave Act of 1993 and any amendments; or
- 2) the leave period permitted by applicable state Law.

If You are on a Leave of Absence other than a FMLA or State FML Leave of Absence, and if premium is paid, Your coverage will be continued through the end of the month that immediately follows the month in which Your Leave of Absence begins.

If You are on a Leave of Absence for active military service as described under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and applicable state Law, Your coverage may be continued until the end of the later of:

- 1) the length of time the coverage may be continued under the Certificate of Coverage for a FMLA or State FML Leave of Absence; or
- 2) the length of time the coverage may be continued under the Certificate of Coverage for a Leave of Absence other than a FMLA or State FML Leave of Absence.

If Your Employer has approved more than one type of Leave of Absence for You during any one period that You are not in Active Employment, We will consider such leaves to be concurrent for the purpose of determining how long Your coverage may continue under the policy.

If Your coverage is not continued during a FMLA or State FML Leave of Absence, and You return to Active Employment immediately following the end of Your FMLA or State FML Leave of Absence, Your coverage will be reinstated. We will not apply a new Waiting Period, require Evidence of Insurability, or apply a new Pre-Existing Condition limitation.

If Your coverage is not continued during a Leave of Absence for active military service, and You return to Active Employment, Your coverage may be reinstated in accordance with USERRA and applicable state Law.

In no event will Your coverage under the policy be continued beyond the date Your coverage would otherwise end according to the terms of the WHEN YOUR COVERAGE ENDS provision.

#### **IF YOU ARE NOT IN ACTIVE EMPLOYMENT DUE TO A TEMPORARY LAYOFF**

If You are not in Active Employment due to a Temporary Layoff, and if premium is paid, You will be covered through the end of the month that immediately follows the month in which Your Temporary Layoff begins.

#### **WHEN YOUR COVERAGE ENDS**

Your coverage under the policy ends on the earliest of:

- 1) the date the policy is canceled;
- 2) the date You are no longer in an eligible class;
- 3) the date Your eligible class is no longer covered;
- 4) the end of the Grace Period after a premium due date if premium is not paid; or
- 5) the last day You are in Active Employment except as provided under a covered Leave of Absence or Temporary Layoff.

We will provide coverage for a Payable Claim that occurs while You are covered under the policy.

#### **TIME LIMITS FOR LEGAL PROCEEDINGS**

You can start legal action regarding Your claim 60 days after proof of claim has been given to Us, and up to three years from the time proof of claim is required, unless otherwise provided under federal Law.

#### **STATEMENTS MADE IN AN APPLICATION FOR COVERAGE**

We consider any statements the Policyholder, Your Employer, and You make in an application representations and not warranties. No statements made by You will be used to reduce or deny any claim or to cancel Your coverage unless:

- 1) the statement is in writing and is signed by You; and

2) a copy of that statement is given to You or Your beneficiary.

### **TIME LIMIT ON CERTAIN DEFENSES**

Except in the case of fraud, no statement made by You relating to Your insurability will be used to Contest the insurance for which the statement was made after the coverage has been in force for two years.

Beyond the periods stated in the PRE-EXISTING CONDITION LIMITATION provision, no claim for disability with respect to which the claim is made, shall be reduced or denied on the ground that a disease or physical condition, not excluded from coverage by name or specific description effective on the date of disability, had existed prior to the effective date of the coverage.

### **CLERICAL ERROR**

Clerical error or omission by Us or Your Employer will not:

- 1) prevent You from receiving coverage, if You are entitled to coverage under the terms of the policy; or
- 2) cause coverage to begin or continue for You when the coverage would not otherwise be effective.

If the Policyholder or Your Employer gives Us information about You that is incorrect, We will:

- 1) use the facts to decide whether You have coverage under the policy and in what amounts; and
- 2) make a fair adjustment of the premium.

### **MISSTATEMENT OF AGE**

If premiums applicable to You are based on age and You have misstated Your age, there will be a fair adjustment of premiums based on Your true age. If the benefits applicable to You are based on age and You have misstated Your age, there will be an adjustment of said benefits based on Your true age. We may require satisfactory proof of Your age before paying any claim.

### **WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE**

The policy does not replace or affect the requirements for coverage by any workers' compensation or state disability insurance.

### **AGENCY**

For purposes of the policy, the Policyholder and Your Employer acts on its own behalf or as Your agent. Under no circumstances will the Policyholder or Your Employer be deemed Our agent.

## **LONG TERM DISABILITY BENEFIT INFORMATION**

### **DEFINITION OF DISABILITY**

You are considered disabled when We review Your claim and determine that, due to Your Sickness or Injury:

- 1) You are unable to perform all the Material and Substantial Duties of Your Regular Occupation; and
- 2) You have a 20% or more loss in Your Indexed Monthly Earnings.

After the Regular Occupation Period, You are considered disabled when We review Your claim and determine that, due to Your Sickness or Injury, You are unable to perform the duties of any Gainful Occupation for which You are reasonably qualified based on Your training, education and experience.

The loss of a professional or an occupational license or certification does not, in itself, constitute disability.

You must be under the Appropriate Care of a Doctor in order to be considered disabled.

We may require You to be examined by one or more Doctors, other medical practitioners, or vocational experts of Our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so. We may also require You to be interviewed by Our authorized representative. Your failure to comply with this request may result in denial or termination of benefits.

### **ACCUMULATION OF ELIMINATION PERIOD**

You must be continuously disabled through Your elimination period. Your elimination period is as stated in the SCHEDULE OF BENEFITS and is the period of continuous disability You must satisfy before You are eligible to receive benefits under the policy.

If You return to work while satisfying Your elimination period, You may satisfy Your elimination period within the accumulation period. The accumulation period is as stated in the SCHEDULE OF BENEFITS.

The days that You are not disabled will not count toward Your elimination period.

If You do not satisfy the elimination period within the accumulation period, a new period of disability will begin.

The elimination period and the accumulation period begin on the first day of Your disability.

Benefits for a Payable Claim begin the day after the elimination period is completed.

### **SATISFYING YOUR ELIMINATION PERIOD IF YOU ARE WORKING**

If You are working while You are disabled, the days You are disabled will count toward Your elimination period.

### **WHEN YOU RECEIVE PAYMENTS**

You will begin to receive payments when We approve Your claim, providing the elimination period has been met and You are disabled. We will send You a Monthly Payment at the end of each month for any period for which We are liable.

After the elimination period, if You are disabled for less than 1 month, We will send You 1/30th of Your Monthly Payment for each day of Your disability.

### **AMOUNT OF PAYMENT**

#### **A. IF YOU ARE DISABLED AND NOT WORKING, OR DISABLED AND WORKING AND YOUR DISABILITY EARNINGS ARE LESS THAN 20% OF YOUR INDEXED MONTHLY EARNINGS**

We will follow this process to figure Your payment:

Your Monthly Payment will be the monthly benefit amount You elected and for which premium is being paid, not to exceed 60% of Your Monthly Earnings or the Maximum Benefit, minus Deductible Sources of Income.

#### **B. IF YOU ARE DISABLED AND WORKING, AND YOUR DISABILITY EARNINGS ARE AT LEAST 20% BUT LESS THAN OR EQUAL TO 80% OF YOUR INDEXED MONTHLY EARNINGS**

During the first 12 months of payments, the sum of Your Gross Monthly Payment plus Disability Earnings may be less than or equal to, but not more than, 100% of Your Indexed Monthly Earnings. If the sum exceeds 100% of Your Indexed Monthly Earnings, We will reduce Your payment under the policy by the excess amount.

To determine whether the sum of Your Gross Monthly Payment plus Disability Earnings is less than or equal to or exceeds 100% of Your Indexed Monthly Earnings, We will follow this process:

- 1) Multiply Your Monthly Earnings by 60%.
- 2) The Maximum Benefit is \$7500 per month.
- 3) Compare the answer from Item 1 with the Maximum Benefit. The lesser of these two amounts is Your Gross Monthly Payment.
- 4) Add Your Disability Earnings to Your Gross Monthly Payment.

If the answer in Item 4 above is less than or equal to 100% of Your Indexed Monthly Earnings, Your Monthly Payment will be Your Gross Monthly Payment minus any Deductible Sources of Income.

If the answer in Item 4 above is greater than 100% of Your Indexed Monthly Earnings, We will follow this process to figure Your Monthly Payment:

- a. Add Your Disability Earnings to Your Gross Monthly Payment.
- b. From the answer in Item a, subtract Your Indexed Monthly Earnings. If the result is zero or less, record Your answer as zero.
- c. From Your Gross Monthly Payment, subtract the answer in Item b and any Deductible Sources of Income.

The amount figured in Item c is Your Monthly Payment.

After 12 months of Monthly Payments, You will receive payments based on the percentage of income You are losing due to Your Disability. We will follow this process to determine Your Monthly Payment:

- 1) Subtract Your Disability Earnings from Your Indexed Monthly Earnings.
- 2) Divide the answer in Item 1 by Your Indexed Monthly Earnings. The result is Your percentage of lost earnings.
- 3) From Your Gross Monthly Payment, subtract any Deductible Sources of Income.
- 4) Multiply the answer in Item 2 by the answer in Item 3.

The answer in Item 4 is Your Monthly Payment.

### **C. IF YOU ARE DISABLED AND WORKING, AND YOUR DISABILITY EARNINGS ARE MORE THAN 80% OF YOUR INDEXED MONTHLY EARNINGS**

If You are working and Your Disability Earnings are more than 80% of Your Indexed Monthly Earnings, no benefit will be payable.

We may require You to send proof of Your monthly Disability Earnings each month. We will adjust Your payment based on Your monthly Disability Earnings.

As part of Your proof of Disability Earnings, We can require that You send Us appropriate financial records that We believe are necessary to substantiate Your income.

After the elimination period, if You are disabled for less than one month, We will send You 1/30<sup>th</sup> of Your Monthly Payment for each day of disability.

### **IF YOUR DISABILITY EARNINGS FLUCTUATE**

If Your Disability Earnings routinely fluctuate widely from month to month, We may average Your Disability Earnings over the most recent three months to determine if Your claim should continue.

If We average Your Disability Earnings, We will not terminate Your claim unless the average of Your Disability Earnings from the last three months exceeds 80% of Your Indexed Monthly Earnings.

We will not pay You for any month during which Your Disability Earnings exceed the amount allowable under the policy. In no event will benefits be paid beyond the Maximum Period of Payment.

### **WE WILL NEVER PAY MORE THAN 100% OF MONTHLY EARNINGS**

If You are eligible to receive benefits under the policy in addition to the Monthly Payment, the total benefit payable to You on a monthly basis (including all benefits provided under the policy) will not exceed 100% of Your Monthly Earnings. However, if You are participating in a Vocational Rehabilitation Plan, the total benefit

payable to You on a monthly basis (including all benefits provided under this certificate) will not exceed 110% of Your Monthly Earnings.

## **DEDUCTIBLE SOURCES OF INCOME**

The following are Deductible Sources of Income:

- 1) The amount that You receive, or are eligible to receive, as disability income payments under any:
  - a. state compulsory benefit Act or Law;
  - b. individual disability income plans which are paid for by the Policyholder and purchased on or after the effective date of this certificate;
  - c. automobile liability insurance policy or "no fault" motor vehicle plan, whichever is applicable;
  - d. military disability benefit plan;
  - e. governmental retirement system as a result of Your job with Your Employer; or
  - f. other group insurance policy.
- 2) The amount You receive as a result of any action brought under Title 46, United States Code Section 688 (The Jones Act).
- 3) The amount You receive from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.
- 4) The amount that You:
  - a. receive as disability payments under Your Employer's Retirement Plan;
  - b. voluntarily elect to receive as retirement payments under Your Employer's Retirement Plan; or
  - c. are eligible to receive as retirement payments when You reach the later of age 62 or normal retirement age, as defined in Your Employer's Retirement Plan.

Disability payments under a Retirement Plan will be those benefits which are paid due to disability and do not reduce the retirement benefit which would have been paid if the disability had not occurred.

Retirement payments will be those benefits which are paid based on Your Employer's contribution to the Retirement Plan. Disability benefits which reduce the retirement benefit under the plan will also be considered as a retirement benefit.

Regardless of how the retirement funds from the Retirement Plan are distributed, We will consider the Employer and Employee contributions to be distributed simultaneously throughout Your lifetime.

Amounts received do not include amounts rolled over or transferred to any eligible Retirement Plan. We will use the definition of eligible Retirement Plan as defined in Section 402 of the Internal Revenue Code including any future amendments which affect the definition.

- 5) The amount that You, Your spouse, and Your children receive, or are eligible to receive, as disability payments because of Your disability under:
  - a. the United States Social Security Act;
  - b. the Canada Pension Plan;
  - c. the Quebec Pension Plan; or
  - d. any similar Plan or Act.
- 6) The amount that You receive as retirement payments or the amount Your spouse and Your children receive as retirement payments because You are receiving retirement payments under:
  - a. the United States Social Security Act;
  - b. the Canada Pension Plan;
  - c. the Quebec Pension Plan; or
  - d. any similar Plan or Act.
- 7) The amount You earn or receive from any form of employment.



- 8) The amount You receive from any unemployment compensation Law.
- 9) The amount that You receive, or are eligible to receive, under:
  - a. a workers' compensation Law;
  - b. an occupational disease Law; or
  - c. any other Act or Law with similar intent.

With the exception of retirement payments, We will only subtract Deductible Sources of Income which are payable as a result of the same disability.

We will not reduce Your payment by Your Social Security retirement income if Your disability begins after age 65 and You were already receiving Social Security retirement payments.

#### **IF YOU RECEIVE A COST OF LIVING INCREASE FROM DEDUCTIBLE SOURCES OF INCOME**

Other than for increases in any income You earn from any form of employment, once We have subtracted any Deductible Source of Income from Your Gross Monthly Payment, We will not further reduce Your payment due to a cost of living increase from that source.

#### **IF YOU QUALIFY FOR DEDUCTIBLE SOURCES OF INCOME**

When We determine that You may qualify for benefits for which You are eligible in the Deductible Sources of Income section, We will estimate Your entitlement to these benefits. We can reduce Your benefit under the policy by the estimated amounts if such benefits:

- 1) have not been awarded or denied; or
- 2) have been denied and the denial is being appealed.

Your Gross Monthly Payment will NOT be reduced by the estimated amount if You:

- 1) apply for the disability payments for which You are eligible in the Deductible Sources of Income section and appeal Your denial to all administrative levels We determine are necessary; and
- 2) sign Our form. This form states that You promise to pay Us any overpayment caused by an award and We shall be entitled to impose a constructive trust on any such award.

If Your Gross Monthly Payment has been reduced by an estimated amount, Your Gross Monthly Payment will be adjusted when We receive proof:

- 1) of the amount awarded; or
- 2) that benefits have been denied and all appeals We determine are necessary have been completed. In this case, a lump sum refund of the estimated amount will be made to You.

If You receive a lump sum payment from any Deductible Source of Income, the lump sum will be pro-rated on a monthly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a monthly basis from the date of the award over Your expected lifetime as determined by Us.

#### **NON-DEDUCTIBLE SOURCES OF INCOME**

We will not subtract from Your Gross Monthly Payment income You receive from, the following:

- 1) 401(k) plans;
- 2) Salary Continuation or Accumulated Sick Leave plans;
- 3) profit sharing plans;
- 4) thrift plans;
- 5) tax-sheltered annuities;
- 6) stock ownership plans;
- 7) credit disability insurance;
- 8) non-qualified plans of deferred compensation;
- 9) pension plans for partners;
- 10) military pension plans;

- 11) franchise disability income plans;
- 12) individual disability plans paid for by the Insured Person;
- 13) a retirement plan from another employer;
- 14) individual retirement accounts (IRA).

If Salary Continuation or Accumulated Sick Leave plan payments plus the Gross Monthly Payment and Disability Earnings exceed 100% of Your Monthly Earnings, We will subtract the amount in excess of 100% from Your Monthly Payment.

#### **MINIMUM PAYMENT**

The minimum payment each month for a Payable Claim is \$100.

We may apply this amount to recover an outstanding overpayment.

#### **DURATION OF PAYMENTS**

We will send You a payment each month up to the Maximum Period of Payment. Your Maximum Period of Payment is stated in the SCHEDULE OF BENEFITS will be paid during a continuous period of disability, and will be based on Your age at disability.

#### **WHEN PAYMENTS END**

We will stop sending You payments and Your claim will end on the earliest of the following:

- 1) the end of the Maximum Period of Payment;
- 2) the date You are no longer disabled under the terms of the policy;
- 3) the date You fail to submit proof of continuing disability;
- 4) the date You die;
- 5) during the Regular Occupation Period when You are able to return to work in Your Regular Occupation on a Part-Time Basis but You do not;
- 6) after the Regular Occupation Period, when You are able to work in any Gainful Occupation on a Part-Time Basis but You do not;
- 7) the date Your Disability Earnings exceed 80% of Your Indexed Monthly Earnings; or
- 8) after 12 months of payments if You are considered to reside outside the United States or Canada. You will be considered to reside outside these countries when You have been outside the United States or Canada for a total period of 6 months or more during any 12 consecutive months of benefits.

We will not pay a benefit for any period of disability during which You are incarcerated.

#### **DISABILITIES NOT COVERED UNDER THE POLICY**

The policy does not cover any disabilities caused by, contributed to by, or resulting from Your:

- 1) loss of professional license, occupational license, or certification;
- 2) participation in a felony;
- 3) intentionally self-inflicted injuries;
- 4) attempted suicide, regardless of mental capacity;
- 5) participation in a war, declared or undeclared, or any act of war;
- 6) active military duty;
- 7) active participation in a riot;
- 8) engaging in any illegal or fraudulent occupation, work, or employment;
- 9) commission of a crime for which You have been convicted;
- 10) elective surgery except when required for Your Appropriate Care as a result of Your Injury or Sickness; or
- 11) traveling or flying on any aircraft operated by or under authority of military or any aircraft being used for experimental purposes.

## **PRE-EXISTING CONDITION LIMITATION**

Benefits will not be paid if Your disability begins in the first **12** months following the effective date of Your coverage and Your disability is caused by, contributed to by, or the result of a condition, whether or not that condition is diagnosed at all or is misdiagnosed, for which You received medical treatment, consultation, care or services, including diagnostic measures, or took or were prescribed drugs or medicines in the 3 months just prior to Your effective date of coverage.

If there is an increase in the Maximum Benefit after the Policy Effective Date, this PRE-EXISTING CONDITION LIMITATION provision will apply to the amount of the increase in the Maximum Benefit, as of the effective date of the increase.

## **MENTAL ILLNESS, ALCOHOLISM OR DRUG ABUSE LIMITATION**

The lifetime cumulative Maximum Period of Payment for all disabilities due to Mental Illness, alcoholism or drug abuse is 24 months. Only 24 months of benefits will be paid for any combination of such disabilities even if the disabilities:

- 1) are not continuous; and/or
- 2) are not related.

We will continue to send You payments beyond the 24-month period if You meet one or both of these conditions:

- 1) If You are confined to a Hospital, Health Facility or Institution at the end of the 24-month period, We will continue to send You payment(s) during Your confinement.

If You are still disabled when You are discharged, We will send You payment(s) for a recovery period of up to 90 days.

If You become reconfined at any time during the recovery period and remain confined for at least 14 days in a row, We will send payment(s) during that additional confinement and for one additional recovery period up to 90 more days.

- 2) In addition to Item 1, if You continue to be disabled after the 24-month period, and subsequently become confined to a Hospital, Health Facility or Institution for at least 14 days in a row, We will send payment(s) during the length of the reconfinement.

We will not make payments beyond the limited pay period as indicated above, or the Maximum Period of Payment, whichever occurs first.

We will not apply the Mental Illness limitation to a disability due to dementia if it is a result of:

- 1) stroke;
- 2) trauma;
- 3) viral infection; or
- 4) Alzheimer's disease.

## **SPECIAL CONDITIONS LIMITATION**

The lifetime cumulative Maximum Period of Payment for all disabilities due to Special Conditions is 24 months. Only 24 months of benefits will be paid for any combination of such disabilities even if the disabilities:

- 1) are not continuous; and/or
- 2) are not related.

We will continue to send You payments beyond the 24-month period if You meet one or both of these conditions:

If You are confined to a Hospital, Health Facility or Institution at the end of the 24-month period, We will continue to send You payment(s) during Your confinement.

If You are still disabled when You are discharged, We will send You payment(s) for a recovery period of up to 90 days.

If You become reconfined at any time during the recovery period and remain confined for at least 14 days in a row, We will send payment(s) during that additional confinement and for one additional recovery period up to 90 more days.

In addition to Item 1, if You continue to be disabled after the 24-month period, and subsequently become confined to a Hospital, Health Facility or Institution for at least 14 days in a row, We will send payment(s) during the length of the reconfinement.

We will not make payments beyond the limited pay period as indicated above, or the Maximum Period of Payment, whichever occurs first.

### **RECURRENT DISABILITY**

If You have a Recurrent Disability, and after Your prior disability ended, You returned to work for Your Employer for 6 months or less, We will treat Your disability as part of Your prior claim and You do not have to complete another elimination period.

Your Monthly Payment will be based on Your Monthly Earnings as of the date of Your initial claim.

Your disability, as outlined above, will be subject to the same terms of this certificate as Your prior claim.

Your disability will be treated as a new claim if Your current disability:

- 1) is unrelated to Your prior disability; or
- 2) after Your prior disability ended, You returned to work for Your Employer for more than 6 consecutive months.

The new claim will be subject to all of the provisions of the policy and You will be required to satisfy a new elimination period.

If Our policy terminates and You become eligible for payments under any other group disability plan that replaces Our policy, You will not be eligible for payments under Our policy.

### **BENEFITS IF YOU DIE - SURVIVOR BENEFIT**

When We receive proof that You have died, We will pay Your Eligible Survivor a lump sum benefit equal to 3 times Your last Monthly Payment if, on the date of Your death:

- 1) Your disability had continued for 180 or more consecutive days; and
- 2) You were receiving or were eligible to receive payments under the policy.

If You have no Eligible Survivors, payment will be made to Your estate unless there is none. In this case, no payment will be made.

However, We will first apply the Survivor Benefit to recover any overpayment that may exist on Your claim.

### **ADVANCED SURVIVOR BENEFIT**

You may receive an Advanced Survivor Benefit prior to Your death if You have been diagnosed with a Terminal Illness.

We will pay You a lump sum amount equal to 3 times Your last Monthly Payment if:

- 1) Your disability had continued for 180 or more consecutive days, and
- 2) You have been diagnosed with a Terminal Illness.

However, We will first apply the Advanced Survivor Benefit to recover any overpayment which may exist on Your claim.

Your right to exercise this option and receive payment is subject to the following:

- 1) You must make this election in writing to Us; and
- 2) Your Doctor must certify in writing that You have a Terminal Illness.

This benefit is available to You on a voluntary basis and will be payable one time only under this certificate.

If You receive the Advanced Survivor Benefit prior to Your death, the 3-month Survivor Benefit will not be payable upon Your death.

**ACCIDENTAL DISMEMBERMENT AND LOSS OF SIGHT**

If an Accidental Injury:

- 1) occurs while You are insured under the policy; and
- 2) results in any of the losses shown in the schedule below within 180 days after the date of the Injury, then We will pay a Gross Monthly Payment to You for the longer of:
  - a. the number of payments listed on the schedule below; or
  - b. the number of months You remain disabled, not to exceed the Maximum Period of Payment.

Payment of this benefit will not be subject to satisfying the elimination period. However, after the elimination period has been completed, this benefit will be paid in lieu of the regular Monthly Payment, not in addition to it. If You remain disabled beyond the number of Monthly Payments under this provision, benefits may continue as provided under the policy. The months You receive benefits under this provision will be excluded in computing the number of months You receive payments for disability and in computing any remaining Maximum Period of Payment for disability. If You die, this benefit will cease.

<u>Monthly Payments for loss of:</u>	<u>Schedule of Monthly Payments:</u>
Sight of both eyes	46
Both hands	46
Both feet	46
One hand and one foot	46
One hand and sight of one eye	46
One foot and sight of one eye	46
One hand or one foot	23
Sight of one eye	15
Thumb and Index Finger of either hand	12

NOTE: The maximum number of Monthly Payments for all losses suffered from any one Accidental Injury shall be limited to that one loss for which the greatest number of Monthly Payments is provided in the above schedule.

"Loss of hands and feet" means the loss by severance at or above the wrist or ankle joint.

"Loss of sight" means total and irrecoverable loss of sight.

"Loss of thumb and index finger" means actual severance at or above the knuckles joining each to the hand.

**IF YOU ARE NOT IN ACTIVE EMPLOYMENT WHEN YOUR EMPLOYER REPLACES INSURANCE COVERAGE WITH OUR POLICY (Continuity of Coverage)**

If You are not in Active Employment due to Injury, Sickness, Temporary Layoff or Leave of Absence on the date Your Employer changes insurance carriers to Our policy, and You were covered under the prior policy at the time Your Employer's coverage under Our policy became effective, We will provide continuity of coverage under Our policy. In order for this provision to apply, the prior policy's coverage must be similar to Our policy.

If You are not in Active Employment due to Injury, Sickness, Temporary Layoff or Leave of Absence on the effective date of Our policy, and You would otherwise be eligible to become insured under Our policy, We will provide limited coverage under Our policy. Coverage under this provision will begin on Our policy effective date and will continue until the earliest of:

- 1) the end of the month following the date You return to Active Employment; or
- 2) the end of any period of continuance or extension provided under the prior policy; or
- 3) the date coverage would otherwise end, according to the provisions of Our policy.

Your coverage under this provision is subject to payment of premium.

Any benefits payable under this provision will be paid as if the prior policy had remained in force. We will reduce Your payment by any amount for which the prior carrier is liable.

If coverage ends under this provision, or if You were not covered under Your Employer's prior policy on the date that policy terminated, the WHEN COVERAGE BEGINS provision under Our policy will apply.

**IF YOU HAVE A DISABILITY DUE TO A PRE-EXISTING CONDITION AFTER YOUR EMPLOYER REPLACES INSURANCE COVERAGE WITH OUR POLICY (Continuity of Coverage)**

We may send a payment if Your disability is caused by, contributed to by, or results from a Pre-Existing Condition if:

- 1) You were insured by the prior policy at the time Your Employer changed insurance carriers to Our policy; and
- 2) You have been continuously covered under Our policy from the effective date of Your Employer's policy through the date Your disability began.

In order to receive a payment, You must satisfy the Pre-Existing Condition provision under:

- 1) Our policy; or
- 2) the prior policy, if benefits would have been paid had that policy remained in force.

If You satisfy the Pre-Existing Condition provision of Our policy, We will determine Your payments according to Our policy's provisions.

If You do not satisfy the Pre-Existing Condition provision of this certificate, but You do satisfy the prior policy's Pre-Existing Condition provision:

- 1) Your Monthly Payment will be the lesser of:
  - a. the Monthly Payment that would have been payable under the terms of the prior policy if it had remained in force; or
  - b. the Monthly Payment under Our policy; and
- 2) benefits will end on the earlier of:
  - a. the date benefits end under Our policy, as described under the DURATION OF PAYMENTS provision; or
  - b. the date benefits would have ended under the prior policy if it had remained in force.

If You do not satisfy either Our policy's or the prior policy's Pre-Existing Condition provision, We will not make any payments.

We will require proof that You were insured under the prior policy.

All other provisions of Our policy will apply.

**VOCATIONAL REHABILITATION SERVICES**

We have vocational rehabilitation services available to assist You in returning to work to the extent of Your ability. We will review Your disability claim to determine whether You are eligible for these services, at Our sole discretion. In order to be eligible for vocational rehabilitation services and benefits, You must be medically able to participate in a return to work plan.

Your claim file will be reviewed by a vocational rehabilitation professional to determine if rehabilitation services might help You return to gainful employment. As Your file is reviewed, medical and vocational information will be analyzed to determine an appropriate return to work plan.

We will make the final determination of Your eligibility for these services.

If We determine that vocational rehabilitation services are appropriate, We will provide You with a written Vocational Rehabilitation Plan developed specifically for You.

The Vocational Rehabilitation Plan may include at Our sole discretion, but is not limited to, the following services:

- 1) coordination with Your Employer to assist You to return to work;
- 2) evaluation of adaptive equipment or job accommodations to allow You to work;
- 3) evaluation of possible workplace modifications which might allow You to return to work in Your Regular Occupation or another job or occupation;
- 4) vocational evaluation to determine how Your disability may impact Your employment options;
- 5) job placement services, including resume preparation services and training in job-seeking skills;

- 6) alternative treatment plans such as recommendations for support groups, physical therapy, occupational therapy, or other treatment designed to enhance Your ability to work.

### **VOCATIONAL REHABILITATION BENEFIT**

If You are receiving Monthly Payments under the policy, and You are participating in a Vocational Rehabilitation Plan, You may be eligible for an additional Vocational Rehabilitation Benefit. We will pay an additional benefit of 5% of Your Gross Monthly Payment to a maximum of \$500 per month.

This benefit is not subject to policy provisions which would otherwise increase or reduce the benefit amount such as Deductible Sources of Income. However, the Total Benefit Cap will apply.

### **WHEN VOCATIONAL REHABILITATION BENEFITS END**

Vocational Rehabilitation Benefits will end on the earliest of the following dates:

- 1) the date We determine that You are no longer eligible to participate in a Vocational Rehabilitation Plan;
- 2) the date You are no longer participating in a Vocational Rehabilitation Plan; or
- 3) any other date on which Monthly Payments would stop in accordance with the policy.

### **WORKPLACE MODIFICATION BENEFIT**

If You are disabled and are receiving a payment from Us, an additional Workplace Modification Benefit may be payable to Your Employer for Your benefit. We may reimburse Your Employer for up to 100% of the reasonable costs Your Employer incurs through modifications to the workplace to accommodate Your return to work, and to assist You in remaining at work.

The amount We may pay will not exceed the lesser of:

- 1) 2 times Your last Monthly Payment; or
- 2) \$2000.

To qualify for this reimbursement, You must:

- 1) be disabled according to the terms of the policy; and
- 2) have the reasonable expectation of returning to Active Employment and remaining in Active Employment with the assistance of the proposed workplace modification.

Your Employer must give Us a written proposal of the proposed workplace modification. This proposal must include:

- 1) input from the Employer, You and Your Doctor;
- 2) the purpose of the proposed workplace modification;
- 3) the expected completion date of the workplace modification; and
- 4) the cost of the workplace modification.

We will reimburse the costs of the workplace modification when We:

- 1) approve the proposal in writing;
- 2) receive proof from Your Employer that the workplace modification is complete; and
- 3) receive proof of the costs incurred by Your Employer for the workplace modification.

This benefit is available on a one time basis.

### **FAMILY MEMBER CARE EXPENSE BENEFIT**

If You are receiving Monthly Payments under the policy, and You are participating in a Vocational Rehabilitation Plan, You will be eligible for an additional Family Member Care Expense Benefit if You are incurring expenses to provide care for a Family Member who requires personal care assistance.

We will pay a Family Member Care Expense Benefit of \$250 per Family Member not to exceed a maximum of \$1000 per month.

The Family Member Care Expense Benefit will end on the earliest of the following dates:

- 1) the date You are no longer incurring Family Member care expenses;

- 2) the date You are no longer participating in a Vocational Rehabilitation Plan;
- 3) after 12 months of Family Member Care Expense Benefits have been paid for each Family Member; or
- 4) any other date on which Monthly Payments would stop in accordance with the policy.

To receive this benefit, You must provide satisfactory proof that You are incurring a Family Member care expense.

Family Member care means care or supervision of Your Family Member and care is given by a licensed child-care center or a licensed caregiver who is not related to You by blood or marriage.

This benefit is not subject to policy provisions which would otherwise increase or reduce the benefit amount such as Deductible Sources of Income. However, the Total Benefit Cap will apply.



## **LONG TERM DISABILITY CLAIM INFORMATION**

### **NOTICE OF CLAIM**

We encourage You to notify Us of Your claim as soon as possible so that a claim decision can be made in a timely manner. Written notice of a claim should be given to Us within 30 days after the date Your disability begins. The notice may be given to Us at Our home office or to Our authorized agent. Failure to give notice within this timeframe shall not invalidate or reduce any Payable Claim if it can be shown that it was not reasonably possible to give such notice within that time and the notice was given as soon as reasonably possible.

The claim form is available from Your Employer, or You can request a claim form from Us. If You do not receive the form from Us within 15 days of Your request, send Us written proof of claim without waiting for the form.

You must notify Us immediately when You return to work in any capacity.

### **FILING A CLAIM**

You and Your Employer must fill out Your own sections of the claim form and then give it to Your attending Doctor. Your Doctor should fill out his or her section of the form and send it directly to Us.

### **PROOF OF YOUR CLAIM**

You must send Us written proof of Your claim no later than 90 days after Your elimination period. Failure to give such proof within this timeframe shall not invalidate or reduce any Payable Claim if it can be shown that it was not reasonably possible to give such proof within that time, and the proof was given as soon as reasonably possible. You must provide proof of claim no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

Your proof of claim, provided at Your expense, must show:

- 1) that You are under the Appropriate Care of a Doctor;
- 2) the date Your disability began;
- 3) the cause of Your disability;
- 4) the appropriate documentation of Your earnings and Your activities;
- 5) the extent of Your disability, including restrictions and limitations preventing You from performing Your Regular Occupation;
- 6) the name and address of any Hospital, Health Facility or Institution where You received treatment, including all attending Doctors; and
- 7) documentation of prior disability coverage, if applicable.

In some cases, You will be required to give Us authorization to obtain additional medical information, and to provide non-medical information as part of Your proof of claim, or proof of continuing disability. We will deny Your claim, or stop sending You payments, if the appropriate information is not submitted within 45 days of the request.

You or Your Employer must notify Us immediately when You return to work in any capacity.

### **MAKING PAYMENTS**

Once Your claim has been approved, We will send You a payment at the end of each month for any period for which We are liable.

### **OVERPAID CLAIMS**

We have the right to recover any overpayments due to:

- 1) fraud;
- 2) any administrative error We make in processing a claim; or
- 3) Your receipt of Deductible Sources of Income.

You must reimburse Us in full. We will determine the method by which the repayment is to be made.

We will not recover more money than the amount We paid You. However, We reserve the right to recover any prior or current overpayment from any past, current or new payable disability claim under the policy.