



**San Jose Unified School District**

**Your Group Long Term Disability Plan**

Policy No. 219481 011

Underwritten by Unum Life Insurance Company of America

4/6/2018



## CERTIFICATE OF COVERAGE

Unum Life Insurance Company of America (referred to as Unum) welcomes **you** as a client.

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.

Unum has written your certificate of coverage in plain English. 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 Unum's claims paying office. Unum 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 cancelled 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.

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

**Policyholder's Name:** San Jose Unified School District

**Policy Number:** 219481 011

**Policyholder's Original Plan Effective Date:** October 1, 2012

**Long Term Disability Plan:** October 1, 2012

Unum Life Insurance Company of America  
2211 Congress Street  
Portland, Maine 04122

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# SCHEDULE OF BENEFITS

## LONG TERM DISABILITY PLAN

This long term disability plan 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. In some cases, **you** can receive disability payments even if **you** work while **you** are disabled. Your **disability** must begin while **you** are covered under the long term disability plan.

All terms **bolded** are defined in the **GLOSSARY** section.

**You** must write your name and the date **you** received this certificate in the space provided so that it becomes your certificate of coverage. The date **you** are eligible for coverage is described in the **GENERAL PROVISIONS** section.

**EMPLOYEE NAME:**

**DATE RECEIVED:**

**ELIGIBLE GROUP(S):**

All eligible Certificated employees with less than five years of credited service under the California State Teachers Retirement System or Public Employees Retirement Systems in **active employment** in the United States with the **Employer**.

Temporary and seasonal workers are excluded from coverage.

**DISABILITY COVERED:**

**Total Disability and Partial Disability**

For definition of **disability** refer to "**WHEN ARE YOU TOTALLY DISABLED?**" and "**WHEN ARE YOU PARTIALLY DISABLED?**" in the **BENEFIT INFORMATION** section.

Some disabilities may not be covered or may have limited coverage under this long term disability plan.

**MAXIMUM MONTHLY BENEFIT:**

50% of **monthly pre-disability earnings** to a maximum benefit of \$5,000 per month.

Your payment will be reduced by **benefit reductions** and **disability earnings**. Refer to "**WHAT ARE BENEFIT REDUCTIONS?**" in the **BENEFIT INFORMATION** section for income sources that qualify for **benefit reductions**.

**ELIMINATION PERIOD:**

360 days

This is the period of **disability** which must be satisfied before **you** are eligible to receive benefits.

**MAXIMUM PERIOD OF PAYMENT** (for **total disability** and **partial disability** combined):

<b><u>Age at Disability</u></b>	<b><u>Maximum Period of Payment</u></b>
Less than Age 62	To Social Security Normal Retirement Age
Age 62	60 months
Age 63	48 months
Age 64	42 months
Age 65	36 months
Age 66	30 months
Age 67	24 months
Age 68	18 months
Age 69 or older	12 months

No premium payments are required for your coverage while **you** are receiving payments under this long term disability plan.

**TOTAL BENEFIT CAP:**

The total benefit payable to **you** on a monthly basis (including all benefits provided under this long term disability plan) will not exceed 100% of your **monthly pre-disability earnings** or your **maximum monthly benefit**.

**The above items are only highlights of this long term disability plan. For a full description of your coverage, continue reading your certificate of coverage section.**

# BENEFITS AT A GLANCE

## LONG TERM DISABILITY PLAN

This long term disability plan 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. In some cases, **you** can receive disability payments even if **you** work while **you** are disabled. Your **disability** must begin while **you** are covered under the long term disability plan.

All terms **bolded** are defined in the **GLOSSARY** section.

### EMPLOYER'S ORIGINAL PLAN

**EFFECTIVE DATE:** October 1, 2012

**POLICY NUMBER:** 219481 011

### ELIGIBLE GROUP(S):

All eligible Certificated employees with less than five years of credited service under the California State Teachers Retirement System or Public Employees Retirement Systems in **active employment** in the United States with the **Employer**.

Temporary and seasonal workers are excluded from coverage.

### MINIMUM HOURS REQUIREMENT:

**Employees** must be working at least 30 hours per week.

### WAITING PERIOD:

The **waiting period** is a continuous period of **active employment** which **you** must satisfy before **you** are eligible for coverage.

For **employees** in an eligible group on or before October 1, 2012: None

For **employees** entering an eligible group after October 1, 2012: None

### REHIRE:

If your employment ends and **you** are rehired within 12 months, your previous work while in an eligible group will apply toward the **waiting period**. All other policy provisions apply.

### WHO PAYS FOR THE COVERAGE:

Your **Employer** pays the cost of your coverage.

### ELIMINATION PERIOD:

360 days

This is the period of **disability** which must be satisfied before **you** are eligible to receive benefits.

### DISABILITY COVERED:

#### Total Disability and Partial Disability

For definition of **disability** refer to "**WHEN ARE YOU TOTALLY DISABLED?**" and "**WHEN ARE YOU PARTIALLY DISABLED?**" in the **BENEFIT INFORMATION** section.

Some disabilities may not be covered or may have limited coverage under this long term disability plan.

**MAXIMUM MONTHLY BENEFIT:**

50% of **monthly pre-disability earnings** to a maximum benefit of \$5,000 per month.

Your payment will be reduced by **benefit reductions** and **disability earnings**. Refer to "**WHAT ARE BENEFIT REDUCTIONS?**" in the **BENEFIT INFORMATION** section for income sources that qualify for **benefit reductions**.

**MAXIMUM PERIOD OF PAYMENT** (for **total disability** and **partial disability** combined):

<u>Age at Disability</u>	<u>Maximum Period of Payment</u>
Less than Age 62	To Social Security Normal Retirement Age
Age 62	60 months
Age 63	48 months
Age 64	42 months
Age 65	36 months
Age 66	30 months
Age 67	24 months
Age 68	18 months
Age 69 or older	12 months

No premium payments are required for your coverage while **you** are receiving payments under this long term disability plan.

**TOTAL BENEFIT CAP:**

The total benefit payable to **you** on a monthly basis (including all benefits provided under this long term disability plan) will not exceed 100% of your **monthly pre-disability earnings** or your **maximum monthly benefit**.

**PRE-EXISTING CONDITION:**

Benefits are not payable for any **disability** caused by or resulting from a pre-existing condition, as defined in the policy. To see if your **disability** excludes **you** from receiving benefits due to a pre-existing condition, refer to "**WHAT IS AN EXCLUDED PRE-EXISTING CONDITION?**" in the **BENEFIT INFORMATION** section.

Some disabilities may not be covered or may have limited coverage under this long term disability plan.

**The above items are only highlights of this long term disability plan. For a full description of your coverage, continue reading your certificate of coverage section.**



## COMPULSORY PROVISIONS

### Entire Contract

This policy (the application of the **Employer**, if any, and the individual applications, if any, of the **employees**) constitute(s) the entire contract between the parties, and any statement made by the **Employer** or by any **employee** shall, in the absence of fraud, be deemed a representation and not a warranty. No such statement shall (avoid the insurance or reduce the benefits under this policy or) be used in defense to a claim hereunder unless it is contained in a written application, nor shall any such statement of the **Employer**, except a fraudulent misstatement, be used at all to void this policy after it has been in force for two years from the date of its issue, nor shall any such statement of any **employee** eligible for coverage under the policy, except a fraudulent misstatement, be used at all in defense to a claim for loss incurred or **disability** (as defined in the policy) commencing after the insurance coverage with respect to which claim is made has been in effect for two years from the date it became effective.

No change in this policy shall be valid unless approved by an executive officer of the insurer and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.

### Time Limit on Certain Defenses

(c) No claim for loss incurred or **disability** (as defined in the policy) commencing after two years from the effective date of the insurance coverage 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 loss, had existed prior to the effective date of the coverage with respect to which the claim is made.

### Grace Period

A **grace period** of 31 days will be granted for the payment of premiums accruing after the first premium, during which **grace period** the policy shall continue in force, but the **Employer** shall be liable to the insurer for the payment of the premium accruing for the period the policy continues in force.

### Notice of Claim

Written notice of claim must be given to the insurer within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the claimant to the insurer at Unum Life Insurance Company of America, 655 North Central Avenue, Suite 900, Glendale, CA 91203, or to any authorized agent of the insurer, with information sufficient to identify the insured **employee**, shall be deemed notice to the insurer.

### Claim Forms

The insurer, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time

fixed in the policy for filing proofs of loss, written proof covering occurrence, the character and the extent of the loss for which claim is made.

### **Proof of Loss**

Written proof of loss must be furnished to the insurer, in case of claim for loss for which this policy provides any periodic payment contingent upon continuing loss, within 90 days after the termination of the period for which the insurer is liable, and in case of claim for any other loss, within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the **employee**, later than one year from the time proof is otherwise required.

### **Evidence of Continuing Disability**

Once Unum approves your claim **you** will be asked to provide evidence of continuing **disability** at reasonable intervals based on your condition. Evidence of continuing **disability** means documentation of your condition that is sufficient to allow **us** to determine if **you** are still disabled. Upon request, **you** will be asked to provide evidence of continuing **disability** within 45 days. If evidence is not provided within that period of time, Unum will contact your **physician** in an effort to obtain the necessary documentation. If **you** do not submit evidence of continuing **disability** and Unum is unable to obtain the necessary documentation from your **physician** or from a reasonably requested examination by a **physician** of **our** choice, your payments will end. Upon receipt of evidence of continuing **disability**, benefit payments will resume subject to the terms of the policy. **We** will send **you** a payment for any period for which Unum is liable.

### **Time of Payment of Claims**

Subject to due written proof of loss, all indemnities for loss for which this policy provides payment will be paid (to the insured **employee**) as they accrue and any balance remaining unpaid at termination of the period of liability will be paid (to the insured **employee**) immediately upon receipt of due written proof.

### **Physical Examinations**

The insurer at its own expense shall have the right and opportunity to examine the person of any individual whose **injury** or **sickness** is the basis of claim when and as often as it may reasonably require during the pendency of a claim hereunder.

### **Legal Actions**

No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

### **Cancellation**

The insurer may cancel this policy at any time by written notice delivered to the **Employer**, or mailed to his last address as shown on the records of the insurer, stating when, not less than 31 days thereafter, such cancellation shall be effective; and after

the policy has been continued beyond its original term the **Employer** may cancel this policy at any time by written notice delivered or mailed to the insurer, effective on receipt or on such later date as may be specified in the notice. In the event of such cancellation by either the insurer or the **Employer**, the insurer shall promptly return on a prorata basis the unearned premium paid, if any, and the **Employer** shall promptly pay on a prorata basis the earned premium which has not been paid. (In computing the prorata premium to be returned by the insurer or to be paid by the **Employer**, any discounts in premium or premium rate actually allowed to the **Employer** because of the longer periods for which premiums, at the time of the cancellation, had been paid or agreed to be paid shall be disregarded, and the prorata return or payment of premium will be computed upon the basis of the insurer's regular and customary premium or premium rate for the coverage of this policy.) Such cancellation shall be without prejudice to any claim originating prior to the effective date of such cancellation.

### **Illegal Occupation or Commission of a Felony**

The insurer shall not be liable for any loss to which a contributing cause was the commission of or attempt to commit a felony by the person whose **injury** or **sickness** is the basis of claim, or to which a contributing cause was such person's being engaged in an illegal occupation.

## GENERAL PROVISIONS

### ***WHAT IS THE CERTIFICATE OF COVERAGE?***

This certificate of coverage is a written statement prepared by Unum and may include attachments. It tells **you**:

- the coverage for which **you** may be entitled;
- to whom Unum will make a payment; and
- the limitations, exclusions and requirements that apply to your coverage.

### ***WHEN ARE YOU ELIGIBLE FOR COVERAGE?***

If **you** are working for your **Employer** in an eligible group, the date **you** are eligible for coverage is the later of:

- the **Policyholder's** original effective date of coverage; or
- the day after **you** complete your **waiting period**.

### ***WHAT IS AN ELIGIBLE GROUP?***

All eligible Certificated employees with less than five years of credited service under the California State Teachers Retirement System or Public Employees Retirement Systems in **active employment** in the United States with the **Employer**.

Temporary and seasonal workers are excluded from coverage.

### ***WHAT IS YOUR WAITING PERIOD?***

The **waiting period** is a continuous period of **active employment** which **you** must satisfy before **you** are eligible for coverage.

For **employees** in an eligible group on or before October 1, 2012: None

For **employees** entering an eligible group after October 1, 2012: None

### ***REHIRE:***

If your employment ends and **you** are rehired within 12 months, your previous work while in an eligible group will apply toward the **waiting period**. All other policy provisions apply.

### ***WHEN DOES YOUR COVERAGE BEGIN?***

When your **Employer** pays 100% of the cost of your coverage **you** will be covered at 12:01 a.m. on the date **you** are eligible for coverage.

When **you** and your **Employer** share the cost of your coverage or when **you** pay 100% of the cost yourself, **you** will be covered at 12:01 a.m. on the latest of:

- the date **you** are eligible for coverage, if **you** apply for insurance on or before that date; or
- the date **you** apply for insurance, if **you** apply within 31 days after your eligibility date; or

- the date Unum approves your application, if **evidence of insurability** is required.

**Evidence of insurability** is required if **you**:

- are a **late applicant**, which means **you** apply for coverage more than 31 days after the date **you** are eligible for coverage; or
- voluntarily cancelled your coverage and are reapplying.

An **evidence of insurability** form can be obtained from your **Employer**.

### ***WHAT IF YOU ARE ABSENT FROM WORK ON THE DATE YOUR COVERAGE WOULD NORMALLY BEGIN?***

If **you** are absent from work due to **injury**, **sickness**, temporary **layoff** or **leave of absence**, your coverage will begin on the date **you** return to **active employment**.

### ***ONCE YOUR COVERAGE BEGINS, WHAT HAPPENS IF YOU ARE TEMPORARILY NOT WORKING?***

If **you** are on 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.

If **you** are on a **leave of absence**, and if premium is paid, **you** will be covered through the end of the month that immediately follows the month in which your **leave of absence** begins.

### ***WHEN WILL CHANGES TO YOUR COVERAGE TAKE EFFECT?***

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 **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 DOES YOUR COVERAGE END?***

Your coverage(s) under the policy ends on the earliest of:

- the date the policy or your coverage under the policy is cancelled;
- the date **you** no longer are in an eligible group;
- the date your eligible group is no longer covered;
- the last day of the period for which **you** made any required contributions; or
- the last day **you** are in **active employment**.

However, coverage will continue:

- while benefits are being paid;
- while **you** are fulfilling the requirements of your **elimination period**, so long as premium is being paid; or
- in accordance with the **layoff** and **leave of absence** provisions of the policy.

Unum will provide coverage for a **payable claim** which occurs while **you** are covered under the policy.

***HOW WILL UNUM HANDLE INSURANCE FRAUD?***

Unum promises to focus on all means necessary to support fraud detection, investigation, and prosecution.

Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

In addition, submission of false information in connection with the claim form may also constitute a crime under federal laws. Unum will pursue any appropriate legal remedies in the event of insurance fraud, including prosecuting under federal mail fraud, federal wire fraud, and/or the federal Racketeer Influenced and Corrupt Organizations Act statutes. Any false statements made herein may be reported to state and federal tax and regulatory authorities as is appropriate.

***DOES THE POLICY REPLACE OR AFFECT ANY 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.

***DOES YOUR EMPLOYER ACT AS YOUR AGENT OR UNUM'S AGENT?***

For purposes of the policy, your **Employer** acts on its own behalf as your agent or as Unum's agent for the limited purpose of individualizing certificates and providing contact information at time of claim. Under no other circumstance will your **Employer** be deemed the agent of Unum.

## LONG TERM DISABILITY

### BENEFIT INFORMATION

#### ***WHEN ARE YOU TOTALLY DISABLED?***

For the first 60 months, **you** are **totally disabled** when, as a result of **sickness** or **injury**, **you** are unable to perform with reasonable continuity the **substantial and material acts** necessary to pursue your **usual occupation** in the usual and customary way.

After benefits have been paid for 48 months of **disability** **you** are **totally disabled** when, as a result of **sickness** or **injury**, **you** are not able to engage with reasonable continuity in any occupation in which **you** could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, and physical and mental capacity.

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

#### ***WHEN ARE YOU PARTIALLY DISABLED?***

**You** are **partially disabled** when **you** are not **totally disabled** and that while actually working in your **usual occupation**, as a result of **sickness** or **injury** **you** are unable to earn 80% or more of your **indexed monthly pre-disability earnings**.

After benefits have been paid for 48 months **you** are **partially disabled** when **you** are not **totally disabled** and that while actually working in an occupation, as a result of **sickness** or **injury** **you** are unable to engage with reasonable continuity in that or in any other occupation in which **you** could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, and physical and mental capacity.

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

#### ***HOW LONG MUST YOU BE DISABLED BEFORE YOU ARE ELIGIBLE TO RECEIVE BENEFITS?***

**You** must be continuously disabled through your **elimination period**. Unum will treat your **disability** as continuous if your **disability** stops for 30 days or less during the **elimination period**. The days that **you** are not disabled will not count toward your **elimination period**.

Your **elimination period** is 360 days.

This is the period of **disability** which must be satisfied before **you** are eligible to receive benefits.

#### ***HOW WILL UNUM DETERMINE YOUR ELIGIBILITY FOR BENEFITS?***

Unum, and not your **Employer** or plan administrator, has the responsibility to fairly, thoroughly, objectively and timely investigate, evaluate and determine your eligibility for benefits for any claim **you** make on the policy. **We** will:

- obtain, with your cooperation and authorization if required by law, only such information that is necessary to evaluate your claim and decide whether to accept or deny your claim for benefits. **We** may obtain this information from your notice of claim, submitted proofs of loss, statements, or other materials provided by **you** or others on your behalf; or, at **our** expense **we** may obtain necessary information, or have **you** physically examined when and as often as **we** may reasonably require while the claim is pending. In addition, and at your option and at your expense, **you** may provide **us** and **we** will consider any other information, including but not limited to, reports from a **physician** or other expert of your choice. **You** should provide **us** with all information that **you** want **us** to consider regarding your claim;
- consider and interpret the policy and all information obtained by **us** and submitted by **you** that relates to your claim for benefits and make **our** determination of your eligibility for benefits based on that information and in accordance with the policy and applicable laws;
- if **we** approve your claim, review **our** decision to approve your claim for benefits as often as is reasonably necessary to determine your continued eligibility for benefits; and
- if **we** deny your claim, explain in writing to **you** the basis for an adverse determination in accordance with the policy as described in the provision entitled **"WHAT NOTIFICATION WILL YOU RECEIVE IF YOUR CLAIM IS DENIED?"**

In the event **we** deny your claim for benefits, in whole or in part, **you** can appeal the decision to **us**. If **you** choose to appeal **our** decision, the process **you** must follow is set forth in the policy provision entitled **"WHAT RECOURSE DO YOU HAVE IF YOUR CLAIM IS DENIED?"** If **you** do not appeal the decision to **us**, then the decision will be Unum's final decision.

#### ***CAN YOU SATISFY YOUR ELIMINATION PERIOD IF YOU ARE WORKING?***

Yes. If **you** are working while **you** are disabled, the days **you** are disabled will count toward your **elimination period**.

#### ***WHEN WILL YOU BEGIN TO RECEIVE PAYMENTS?***

**You** will begin to receive payments when **we** approve your claim, providing the **elimination period** has been met. **We** will send **you** a payment monthly for any period for which Unum is liable.

#### ***ONCE PAYMENTS BEGIN MUST YOU CONTINUE TO BE UNDER THE REGULAR CARE OF A PHYSICIAN?***

**You** must be under the **regular care** of a **physician** unless **regular care**:

- will not improve your disabling condition(s); or
- will not prevent a worsening of your disabling condition(s).

#### ***HOW WILL UNUM CALCULATE YOUR DISABILITY PAYMENT IF YOU ARE TOTALLY DISABLED?***

If **you** are **totally disabled** and have an earnings loss of 20% or greater due to the same **disability**, **we** will follow this process to calculate your **monthly payment**.

1. Multiply your **monthly pre-disability earnings** by 50%.



2. The **maximum monthly benefit** is \$5,000.
3. Compare the answer from Item 1 with the **maximum monthly benefit**. The lesser of these two amounts is your **gross disability payment**.
4. Subtract from your **gross disability payment** any **benefit reductions**. This is your **monthly payment**.
5. Your **monthly payment** will be adjusted by any **disability earnings** as follows:

- a. During the first 12 months of payments, while working, add your monthly **disability earnings** to your **gross disability payment**.

If the answer from Item 5a is less than or equal to 100% of your **indexed monthly pre-disability earnings**, Unum will not further reduce your **monthly payment**.

If the answer from Item 5a is more than 100% of your **indexed monthly pre-disability earnings**, Unum will subtract the amount over 100% from your **monthly payment**.

- b. After 12 months of payments, while working, **we** will subtract 50% of your **disability earnings** from your **monthly payment**.

Refer to "**WHAT ARE BENEFIT REDUCTIONS?**" in the **BENEFIT INFORMATION** section for income sources that qualify for **benefit reductions**.

Unum may require **you** to send proof of your monthly **disability earnings** at least quarterly if these records are not available from your **Employer**. **We** will adjust your payment based on your quarterly **disability earnings**.

After the **elimination period**, if **you** are disabled for less than 1 month, **we** will send **you** 1/30 of your payment for each day of **disability**.

#### ***HOW WILL UNUM CALCULATE YOUR DISABILITY PAYMENT IF YOU ARE PARTIALLY DISABLED?***

If **you** are **partially disabled** and have an earnings loss of 20% or greater due to the same **disability**, **we** will follow this process to calculate your **monthly payment**.

1. Multiply your **monthly pre-disability earnings** by 50%.
2. The **maximum monthly benefit** is \$5,000.
3. Compare the answer from Item 1 with the **maximum monthly benefit**. The lesser of these two amounts is your **gross disability payment**.
4. Subtract from your **gross disability payment** any **benefit reductions**. This is your **monthly payment**.
5. Your **monthly payment** will be adjusted by any **disability earnings** as follows:

- a. During the first 12 months of payments, while working, add your monthly **disability earnings** to your **gross disability payment**.

If the answer from Item 5a is less than or equal to 100% of your **indexed monthly pre-disability earnings**, Unum will not further reduce your **monthly payment**.

If the answer from Item 5a is more than 100% of your **indexed monthly pre-disability earnings**, Unum will subtract the amount over 100% from your **monthly payment**.

- b. After 12 months of payments, while working, **we** will subtract 50% of your **disability earnings** from your **monthly payment**.

Refer to "**WHAT ARE BENEFIT REDUCTIONS?**" in the **BENEFIT INFORMATION** section for income sources that qualify for **benefit reductions**.

Unum may require **you** to send proof of your monthly **disability earnings** at least quarterly if these records are not available from your **Employer**. **We** will adjust your payment based on your quarterly **disability earnings**.

After the **elimination period**, if **you** are disabled for less than 1 month, **we** will send **you** 1/30 of your payment for each day of **disability**.

#### ***WILL UNUM EVER PAY MORE THAN 100% OF MONTHLY PRE-DISABILITY EARNINGS OR MAXIMUM MONTHLY BENEFIT?***

The total benefit payable to **you** on a monthly basis (including all benefits provided under this long term disability plan) will not exceed 100% of your **monthly pre-disability earnings** or your **maximum monthly benefit**.

#### ***WHAT ARE YOUR MONTHLY PRE-DISABILITY EARNINGS?***

"**Monthly Pre-disability 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. It is prior to 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 or any other extra compensation, or income received from sources other than your **Employer**.

#### ***WHAT WILL WE USE FOR MONTHLY PRE-DISABILITY EARNINGS IF YOU BECOME DISABLED DURING A COVERED LAYOFF OR LEAVE OF ABSENCE?***

If **you** become disabled while **you** are on a covered **layoff** or **leave of absence**, **we** will use your **monthly pre-disability earnings** from your **Employer** in effect just prior to the date your absence begins.

#### ***WHAT HAPPENS IF YOUR DISABILITY EARNINGS FLUCTUATE WHILE YOU ARE DISABLED?***

If your **disability earnings** routinely fluctuate widely from month to month, Unum will average your **disability earnings** over the most recent 3 months to determine if your claim should continue. **We** will not use this average to determine your **monthly payment**.

If Unum averages your **disability earnings**, **we** will not terminate your claim unless the average of your **disability earnings** from the last 3 months exceeds 80% of **indexed monthly pre-disability earnings**.

**We** will not pay **you** for any month during which **disability earnings** exceed the amount allowable under the long term disability plan.

### ***WHAT ARE BENEFIT REDUCTIONS?***

Unum will only subtract **benefit reductions** which are paid or to which **you** are entitled, in accordance with the provision "***WHAT IF UNUM DETERMINES YOU MAY QUALIFY FOR BENEFIT REDUCTIONS?***", as a result of the same **disability** and inability to work as that claimed under the policy. Unum will subtract from your **gross disability payment** the following **benefit reductions**:

1. The amount that **you** receive or are entitled to receive as a temporary disability benefit under a workers' compensation **law**.
2. The amount that **you** receive or are entitled to receive under an occupational disease **law** or any other **act** or **law** with similar intent, other than workers' compensation.
3. The amount that **you** receive or are entitled to receive as disability income payments under any state compulsory benefit **act** or **law**.
4. The amount that **you** receive as disability income payments under any governmental retirement system as a result of your job with your **Employer**.
5. The amount that **you**, your dependent spouse and children receive or are entitled to receive as disability payments because of your **disability** under:
  - the United States Social Security **Act**.
  - the Canada Pensions **Plan**.
  - the Quebec Pension **Plan**.
  - any similar **plan** or **act**.
6. The amount that **you** receive as disability payments under 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.

**We** will not reduce your benefit by amounts rolled over or transferred to any eligible **retirement plan**.

7. The amount that **you** receive as disability payments under Title 46, United States Code Section 688 (The Jones **Act**).

If **you** receive a lump sum payment from any **benefit reductions**, 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, **we** will use a reasonable one.

### ***WHAT ARE NOT BENEFIT REDUCTIONS?***

Unum will not subtract from your **gross disability payment** income **you** receive from, but not limited to, the following:

- 401(k) **plans**
- profit sharing **plans**
- thrift **plans**
- tax sheltered annuities
- stock ownership **plans**
- non-qualified **plans** of deferred compensation
- pension **plans** for partners
- military pension and disability income **plans**
- credit disability insurance
- franchise disability income **plans**
- individual retirement accounts (IRA)
- individual disability income **plans**
- **salary continuation or accumulated sick leave plans**

***WHAT IF SUBTRACTING BENEFIT REDUCTIONS RESULTS IN A BENEFIT OF LESS THAN \$100 OR 10% OF YOUR GROSS DISABILITY PAYMENT?***

The **monthly payment** will be the greater of:

- \$100; or
- 10% of your **gross disability payment**.

Unum may apply this amount toward an outstanding overpayment.

***WHAT HAPPENS WHEN YOU RECEIVE A COST OF LIVING INCREASE FROM BENEFIT REDUCTIONS?***

Once Unum has subtracted any **benefit reductions** from your **gross disability payment**, Unum will not further reduce your payment due to a cost of living increase from that source.

***MUST YOU APPLY FOR BENEFITS LISTED IN THE BENEFIT REDUCTIONS SECTION?***

If **you** are entitled to benefits under Item(s) 1, 2, 3 and 5 in the **benefit reductions** section, **you** have an obligation to apply for those benefits.

***WHAT IF UNUM DETERMINES YOU MAY QUALIFY FOR BENEFIT REDUCTIONS?***

When **we** have both a reasonable, good faith belief that **you** are entitled to benefits under Item(s) 1, 2, 3 and 5, in the **benefit reductions** section and **we** have a means of reasonably estimating the amount payable, **we** will reduce your benefits in accordance with the provision "**HOW WILL UNUM CALCULATE YOUR DISABILITY PAYMENT IF YOU ARE TOTALLY OR PARTIALLY DISABLED?**", if:

- **you** have not applied for such benefits; or
- **you** have applied for such benefits but have not pursued your application with reasonable diligence.

Your Long Term Disability payment will NOT be reduced by the estimated amount if **you** apply for the disability payments under Item(s) 1, 2, 3 and 5, in the **benefit reductions** section and pursue these benefits with reasonable diligence.

If your payment has been reduced by an estimated amount, your payment will be adjusted when **we** receive proof of the amount awarded.

If **you** receive a lump sum payment from any **benefit reduction**, 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, **we** will use a reasonable one.

### ***HOW LONG WILL UNUM CONTINUE TO SEND YOU PAYMENTS?***

Unum will send **you** a payment each month up to the **maximum period of payment**. Your **maximum period of payment** for **total disability** and **partial disability** combined is based on your age at **disability** as follows:

<b><u>Age at Disability</u></b>	<b><u>Maximum Period of Payment</u></b>
Less than Age 62	To Social Security Normal Retirement Age
Age 62	60 months
Age 63	48 months
Age 64	42 months
Age 65	36 months
Age 66	30 months
Age 67	24 months
Age 68	18 months
Age 69 or older	12 months

### ***WHEN WILL PAYMENTS STOP?***

**We** will stop sending **you** payments and your claim will end on the earliest of the following:

- the end of the **maximum period of payment**;
- the date **you** are no longer disabled under the terms of the long term disability plan;
- when **you** fail to comply with the **Evidence of Continuing Disability** section;
- the date **you** fail to submit to any reasonable request to be examined by a **physician** of **our** choice without just cause;
- the date the most recent 3 month average of your **disability earnings** exceed 80% of your **monthly pre-disability earnings** if **you** are **totally disabled** or **partially disabled**;
- the date **you** die.

### ***WHAT HAPPENS IF UNUM OVERPAYS YOUR CLAIM?***

Unum has the right to recover any overpayments due to:

- fraud;
- any error Unum makes in processing a claim; and
- your receipt of funds that qualify for **benefit reductions**.

**You** must reimburse **us** in full. **We** will work with **you** to determine an appropriate method by which the repayment is to be made.

Unum will not recover more money than the amount **we** paid **you**.

## **WHAT IS THE LIMITED BENEFIT PERIOD FOR MENTAL DISORDERS?**

**MENTAL DISORDER** 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. 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**.

Disabilities, due solely to **mental disorders** are limited to a maximum pay period of 24 months.

Unum 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 or institution** at the end of the 24 month period, Unum will continue to send **you** payments during your confinement.

If **you** are still disabled when **you** are discharged, Unum will send **you** payments 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, Unum will send payments during that additional confinement and for one additional recovery period up to 90 more days.

2. In addition to Item 1, if, after the 24 month period for which **you** have received payments, **you** continue to be disabled and subsequently become confined to a **hospital or institution** for at least 14 days in a row, Unum will send payments during the length of the reconfinement.

Unum will not pay beyond the limited benefit period as indicated above, or the **maximum period of payment**, whichever occurs first.

Unum will not apply the **mental disorder** limitation to dementia if it is a result of:

- stroke;
- trauma;
- viral infection;
- Alzheimer's disease; or
- other conditions not listed which are not usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs, or other similar methods of treatment.

## **WHAT DISABILITIES ARE NOT COVERED UNDER YOUR LONG TERM DISABILITY PLAN?**

Your long term disability plan does not cover any disabilities caused by or resulting from your:

- intentionally self-inflicted **injuries**.
- active participation in a riot.

- commission of a felony for which **you** have been convicted.
- war, declared or undeclared, or any act of war.
- excluded pre-existing condition.

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

### ***WHAT PRE-EXISTING CONDITIONS ARE EXCLUDED?***

**You** are not covered for a **disability** caused or substantially contributed to by a pre-existing condition or medical or surgical treatment of a pre-existing condition.

**You** have an excluded pre-existing condition if:

- **you** received medical treatment, care or services for a diagnosed condition, or took prescribed drugs or prescribed medicines for that condition, in the 30 days just prior to your effective date of coverage; and
- **you** have performed the **substantial and material acts** of your **usual occupation** for less than 5 days after your effective date of coverage.

No claim for **disability** commencing after 2 years from your effective date of coverage shall be reduced or denied on the grounds that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to your effective date of coverage.

### ***WHAT HAPPENS IF YOU RETURN TO WORK FULL TIME AND YOUR DISABILITY OCCURS AGAIN?***

If **you** have a **recurrent disability**, Unum will treat your **disability** as part of your prior claim and **you** will not have to complete another **elimination period** if:

- your prior claim ended when **you** returned to work for your **Employer** and your earnings from your **Employer** exceeded 80% of your **monthly pre-disability earnings**;
- **you** were continuously insured under the long term disability plan for the period between your prior claim and your **recurrent disability**; and
- your **recurrent disability** occurs within 6 months of the end of your prior claim.

Your **recurrent disability** will be subject to the same terms of this long term disability plan as your prior claim.

Any **disability** which occurs after 6 months from the date your prior claim ended will be treated as a new claim. The new claim will be subject to all of the policy provisions.

If **you** are no longer covered under the policy and **you** receive payments under any other group long term disability plan offered through your current **Employer**, this provision will no longer apply.

### ***WHAT NOTIFICATION WILL YOU RECEIVE IF YOUR CLAIM IS DENIED?***

If your claim is denied, in full or in part, Unum will notify **you** in writing. This notification will include:

- the specific reason for the denial;
- the policy provisions on which the denial is based;
- a description of any additional information necessary to complete the claim and an explanation of why that information is necessary; and
- a description of the policy's procedures and applicable time limits for appeal.

#### ***WHAT RECOURSE DO YOU HAVE IF YOUR CLAIM IS DENIED?***

**You** may appeal to **us** for review within 180 days from the receipt of the claim denial. Requests for appeals must be made in writing and should be sent to the address specified in the claim denial. **You** may request access to all relevant documents and will have the opportunity to submit written comments, documents, or other information in support of your appeal.



## LONG TERM DISABILITY

### OTHER BENEFIT FEATURES

#### ***WHAT BENEFITS WILL BE PROVIDED TO YOU OR YOUR FAMILY IF YOU DIE OR ARE TERMINALLY ILL? (Survivor Benefit)***

When Unum receives proof that **you** have died, **we** will pay your **eligible survivor** a lump sum benefit equal to 3 months of your **gross disability payment** if, on the date of your death:

- your **disability** had continued for 180 or more consecutive days; and
- **you** were receiving or were entitled to receive payments under the long term disability plan.

If **you** have no **eligible survivors**, payment will be made to your estate.

However, **we** will first apply the survivor benefit to any overpayment which may exist on your claim.

**You** may receive your 3 month survivor benefit prior to your death if **you** have been diagnosed as terminally ill.

**We** will pay **you** a lump sum amount equal to 3 months of your **gross disability payment** if:

- **you** have been diagnosed with a terminal illness or condition;
- your life expectancy has been reduced to 12 months or less; and
- **you** are receiving **monthly payments**.

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

- **you** must make this election in writing to Unum; and
- your **physician** must certify in writing that **you** have a terminal illness or condition and your life expectancy has been reduced to 12 months or less.

This benefit is available to **you** on a voluntary basis and will only be payable once.

If **you** elect to receive this benefit prior to your death, no 3 month survivor benefit will be payable upon your death.

#### ***WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT WHEN YOUR EMPLOYER CHANGES INSURANCE CARRIERS TO UNUM? (Continuity of Coverage)***

When the plan becomes effective, Unum will provide coverage for **you** if:

- **you** are not in **active employment** because of a **sickness** or **injury**; and
- **you** were covered by the prior policy.

Your coverage is subject to payment of premium.

Your payment will be limited to the amount that would have been paid by the prior carrier. Unum will reduce your payment by any amount for which your prior carrier is liable.

**WHAT IF YOU HAVE A DISABILITY DUE TO A PRE-EXISTING CONDITION WHEN YOUR EMPLOYER CHANGES INSURANCE CARRIERS TO UNUM? (Continuity of Coverage)**

Unum may send a payment if your **disability** results from a pre-existing condition if, **you** were:

- in **active employment** and insured under the plan on its effective date; and
- insured by the prior policy at the time of change.

In order to receive a payment **you** must satisfy the pre-existing condition provision under:

1. the Unum plan; or
2. the prior carrier's plan, if benefits would have been paid had that policy remained in force.

If **you** do not satisfy Item 1 or 2 above, Unum will not make any payments.

If **you** satisfy Item 1, **we** will determine your payments according to the Unum plan provisions.

If **you** only satisfy Item 2, **we** will administer your claim according to the Unum plan provisions. However, your payment will be the lesser of:

- a. the monthly benefit that would have been payable under the terms of the prior plan if it had remained in force; or
- b. the **monthly payment** under the Unum plan.

Your benefits will end on the earlier of the following dates:

1. the end of the **maximum period of payment** under the plan; or
2. the date benefits would have ended under the prior plan if it had remained in force.

**WHAT INSURANCE IS AVAILABLE IF YOU END EMPLOYMENT? (Conversion)**

If **you** end employment with your **Employer**, your coverage under the plan will end. **You** may be eligible to purchase insurance under Unum's group conversion policy. To be eligible, **you** must have been insured under your **Employer's** group plan for at least 12 consecutive months. **We** will consider the amount of time **you** were insured under the Unum plan and the plan it replaced, if any.

**You** must apply for insurance under the conversion policy and pay the first quarterly premium within 31 days after the date your employment ends.

Unum will determine the coverage **you** will have under the conversion policy. The conversion policy may not be the same coverage **we** offered **you** under your **Employer's** group plan.

**You** are not eligible to apply for coverage under Unum's group conversion policy if:

- **you** are or become insured under another group long term disability plan within 31 days after your employment ends;
- **you** are disabled under the terms of the plan;
- **you** recover from a **disability** and do not return to work for your **Employer**;
- **you** are on a **leave of absence**; or
- your coverage under the plan ends for any of the following reasons:
  - the plan is cancelled;
  - the plan is changed to exclude the group of **employees** to which **you** belong;
  - **you** are no longer in an eligible group;
  - **you** end your working career or retire and receive payment from any **Employer's retirement plan**; or
  - **you** fail to pay the required premium under this plan.

## **STATE REQUIREMENTS**

### **CALIFORNIA CONTACT NOTICE**

**GENERAL QUESTIONS:** If you have any general questions about your insurance, you may contact the Insurance Company by:

**CALLING:**

1-800-421-0344 (Customer Information Call Center)

**-OR-**

**WRITING TO:**

Unum Life Insurance Company of America  
2211 Congress Street  
Portland, Maine 04122

**COMPLAINTS:** If a complaint arises about your insurance, you may contact the Insurance Company by:

**CALLING:**

(Compliance Center Complaint Line)  
Toll free: 1-800-321-3889, Option 2  
Direct: 207-575-7568

**-OR-**

**WRITING TO:**

Chief Compliance Officer  
Unum Life Insurance Company of America  
2211 Congress Street  
Portland, Maine 04122

**WHEN CALLING OR WRITING TO THE INSURANCE COMPANY, PLEASE  
PROVIDE YOUR INSURANCE POLICY NUMBER.**

If the Policy or Certificate of Coverage was issued or delivered by an agent or broker, please contact your agent or broker for assistance.

You also can contact the California Department of Insurance. However, the California Department of Insurance should be contacted only after discussions with the Insurance Company or its agent or other representative, or both, have failed to produce a satisfactory resolution to the problem.

Department of Insurance  
Consumer Communications Bureau  
300 South Spring Street - South Tower  
Los Angeles, California 90013  
In-State Toll Free Hotline Telephone Number: 1-800-927-4357  
Local Telephone Number: 213-897-8921  
Office Hours: 8:00 a.m. - 5:00 p.m.  
[www.insurance.ca.gov](http://www.insurance.ca.gov)

This form is for contact information only, and it is not to be considered a condition for the Policy.

## OTHER SERVICES

These services are also available from **us** as part of your Unum Long Term Disability plan.

### ***IS THERE A WORK LIFE ASSISTANCE PROGRAM AVAILABLE WITH THE LONG TERM DISABILITY PLAN?***

**We** do provide **you** and your dependents access to a work life assistance program designed to assist **you** with problems of daily living.

**You** can call and request assistance for virtually any personal or professional issue, from helping find a day care or transportation for an elderly parent, to researching possible colleges for a child, to helping to deal with the stress of the workplace. This work life program is available for everyday issues as well as crisis support.

This service is also available to your **Employer**.

This program can be accessed by a 1-800 telephone number available 24 hours a day, 7 days a week or online through a website.

Information about this program can be obtained through your plan administrator.

### ***HOW CAN UNUM'S SOCIAL SECURITY CLAIMANT ADVOCACY PROGRAM ASSIST YOU WITH OBTAINING SOCIAL SECURITY DISABILITY BENEFITS?***

In order to be eligible for assistance from Unum's Social Security claimant advocacy program, **you** must be receiving **monthly payments** from **us**. Unum can provide expert advice regarding your claim and assist **you** with your application or appeal.

Receiving Social Security benefits may enable:

- **you** to receive Medicare after 24 months of disability payments;
- **you** to protect your retirement benefits; and
- your family to be eligible for Social Security benefits.

**We** can assist **you** in obtaining Social Security disability benefits by:

- helping **you** find appropriate legal representation;
- obtaining medical and vocational evidence; and
- reimbursing pre-approved case management expenses.

## GLOSSARY

**ACTIVE EMPLOYMENT** means **you** are working for your **Employer** for earnings that are paid regularly and that **you** are performing the **substantial and material acts** of your **usual occupation**. **You** must be working at least 30 hours per week.

Your work site must be:

- your **Employer's** usual place of business;
- an alternative work site at the direction of your **Employer**, including your home; or
- a location to which your job requires **you** to travel.

Normal vacation is considered **active employment**.

**BENEFIT REDUCTIONS** means amounts paid to **you** in compensation for the same **disability** for which benefits are claimed under this policy. This income will be subtracted from your **gross disability payment**. Refer to "**WHAT ARE BENEFIT REDUCTIONS?**" in the **BENEFIT INFORMATION** section for income sources that qualify for **benefit reductions**.

**DISABILITY** means **total disability** or **partial disability** due to **sickness** or **injury**.

**DISABILITY EARNINGS** means the earnings which **you** receive for work performed while **you** are disabled and working for your **Employer** or earnings received from another employer if **you** became employed after your **disability** began.

**ELIGIBLE SURVIVOR** means your spouse or **registered domestic partner**, if living; otherwise your children equally.

**ELIMINATION PERIOD** means a period of **total disability** and/or **partial disability** which must be satisfied before **you** are eligible to receive benefits from Unum.

**EMPLOYEE** means a person who is in **active employment** with the **Employer**.

**EMPLOYER** means the **Policyholder**, and includes any division, subsidiary or affiliated company named in the policy.

**EVIDENCE OF INSURABILITY** means a statement of your medical history which Unum will use to determine if **you** are approved for coverage. **Evidence of Insurability** will be provided at Unum's expense.

**GRACE PERIOD** means the period of time following the premium due date during which premium payment may be made without cancellation or modification of the policy.

**GROSS DISABILITY PAYMENT** means the benefit amount before Unum subtracts **benefit reductions** and **disability earnings**.

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

**INDEXED MONTHLY PRE-DISABILITY EARNINGS** means your **monthly pre-disability earnings** adjusted on each anniversary of benefit payments by the current annual percentage increase in the Consumer Price Index. Your **indexed monthly pre-disability 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. Unum reserves 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.

**INJURY** means physical harm or damage to the body. **Injury** which occurs before **you** are covered under the policy will be treated as a **sickness**.

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

**LATE APPLICANT** means **you** apply for coverage more than 31 days after the date **you** are eligible for coverage.

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

**LAYOFF** or **LEAVE OF ABSENCE** means **you** are temporarily 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**.

**MAXIMUM MONTHLY BENEFIT** means the total benefit amount for which an **employee** is eligible under this long term disability plan subject to the terms of the policy.

**MAXIMUM PERIOD OF PAYMENT** (for **total disability** and **partial disability** combined) means the longest period of time Unum will make payments to **you**.

**MENTAL DISORDER** 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. 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 PRE-DISABILITY EARNINGS** means your gross monthly income from your **Employer** as defined in this long term disability plan.

**MONTHLY PAYMENT** means your payment after any **benefit reductions** have been subtracted from your **gross disability payment**.

**PARTIALLY DISABLED** means **you** are not **totally disabled** and that while actually working in your **usual occupation**, as a result of **sickness** or **injury** **you** are unable to earn 80% or more of your **indexed monthly pre-disability earnings**.

After benefits have been paid for 48 months **partially disabled** means **you** are not **totally disabled** and that while actually working in an occupation, as a result of **sickness** or **injury** **you** are unable to engage with reasonable continuity in that or in

any other occupation in which **you** could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, and physical and mental capacity.

**PAYABLE CLAIM** means a claim for which Unum is liable under the terms of the policy.

**PHYSICIAN** means:

- a person who is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction and is performing tasks that are within the limits of his or her medical license; or
- a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients.

Unum will not recognize **you**, or your spouse, children, parents or siblings as a **physician** for a claim that **you** send to **us**.

**POLICYHOLDER** means the San Jose Unified School District, to whom the policy is issued.

**RECURRENT DISABILITY** means a **disability** which reoccurs after your **disability** ends and is due to the same cause(s) as your prior **disability** for which Unum made a disability payment.

**REGISTERED DOMESTIC PARTNER** means the person named in your declaration of domestic partnership that has been filed with the Secretary of State of California.

**REGULAR CARE** means:

- **you** personally visit a **physician** as frequently as is medically required, to effectively manage and treat your disabling condition(s); and
- **you** are receiving appropriate medical treatment and care for your disabling condition(s), which conforms with generally accepted medical standards.

**RETIREMENT PLAN** means a defined contribution plan or defined benefit plan as defined in Section 402 of the Internal Revenue Code including any future amendments which affect the definition.

**SALARY CONTINUATION OR ACCUMULATED SICK LEAVE** means continued payments to **you** by your **Employer** of all or part of your **monthly pre-disability earnings**, after **you** become disabled as defined by the policy. This continued payment must be part of an established plan maintained by your **Employer** for the benefit of all **employees** covered under the policy. **Salary continuation or accumulated sick leave** does not include compensation paid to **you** by your **Employer** for work **you** actually perform after your **disability** begins.

**SICKNESS** means an **illness** or disease.

**SUBSTANTIAL AND MATERIAL ACTS** means the important tasks, functions and operations generally required by employers from those engaged in your **usual occupation** that cannot be reasonably omitted or modified.

In determining what **substantial and material acts** are necessary to pursue your **usual occupation**, **we** will first look at the specific duties required by your **Employer**. If **you**



are unable to perform one or more of these duties with reasonable continuity, **we** will then determine whether those duties are customarily required of other individuals engaged in your **usual occupation**. If any specific material duties required of **you** by your **Employer** differ from the material duties customarily required of other individuals engaged in your **usual occupation**, then **we** will not consider those duties in determining what **substantial and material acts** are necessary to pursue your **usual occupation**.

**TOTAL DISABILITY** means, for the first 60 months, that as a result of **sickness** or **injury you** are unable to perform with reasonable continuity the **substantial and material acts** necessary to pursue your **usual occupation** in the usual and customary way.

After benefits have been paid for 48 months of **disability**, **total disability** means that as a result of **sickness** or **injury you** are not able to engage with reasonable continuity in any occupation in which **you** could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, and physical and mental capacity.

**USUAL OCCUPATION** means the **substantial and material acts you** are routinely performing for your **Employer** when your **disability** begins.

**WAITING PERIOD** means the continuous period of time that **you** must be in **active employment** in an eligible group before **you** are eligible for coverage under the policy.

**WE, US** and **OUR** means Unum Life Insurance Company of America.

**YOU** means an **employee** who is eligible for Unum coverage.

**Additional Claim and Appeal Information**  
**Relative to policy issued by Unum Life Insurance Company of America ("Unum")**

**APPLICABILITY OF ERISA**

If the policy provides benefits under a Plan which is subject to the Employee Retirement Income Security Act of 1974 (ERISA), the following provisions apply. Whether a Plan is governed by ERISA is determined by a court, however, your Employer may have information related to ERISA applicability. If ERISA applies, the following items constitute the Plan: the additional information contained in this document, the policy, including your certificate of coverage, and any additional summary plan description information provided by the Plan Administrator. Benefit determinations are controlled exclusively by the policy, your certificate of coverage, and the information in this document.

**HOW TO FILE A CLAIM**

If you wish to file a claim for benefits, you should follow the claim procedures described in your insurance certificate. To complete your claim filing, Unum must receive the claim information it requests from you (or your authorized representative), your attending physician and your Employer. If you or your authorized representative has any questions about what to do, you or your authorized representative should contact Unum directly.

**CLAIMS PROCEDURES**

Unum will give you notice of the decision no later than 45 days after the claim is filed. This time period may be extended twice by 30 days if Unum both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies you of the circumstances requiring the extension of time and the date by which Unum expects to render a decision. If such an extension is necessary due to your failure to submit the information necessary to decide the claim, the notice of extension will specifically describe the required information, and you will be afforded at least 45 days within which to provide the specified information. If you deliver the requested information within the time specified, any 30 day extension period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, Unum may decide your claim without that information.

If your claim for benefits is wholly or partially denied, the notice of adverse benefit determination under the Plan will:

- state the specific reason(s) for the determination;
- reference specific Plan provision(s) on which the determination is based;
- describe additional material or information necessary to complete the claim and why such information is necessary;
- describe Plan procedures and time limits for appealing the determination, and your right to obtain information about those procedures and the right to bring a lawsuit under Section 502(a) of ERISA following an adverse determination from Unum on appeal; and

- disclose any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or state that such information will be provided free of charge upon request).

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

## **APPEAL PROCEDURES**

You have 180 days from the receipt of notice of an adverse benefit determination to file an appeal. Requests for appeals should be sent to the address specified in the claim denial. A decision on review will be made not later than 45 days following receipt of the written request for review. If Unum determines that special circumstances require an extension of time for a decision on review, the review period may be extended by an additional 45 days (90 days in total). Unum will notify you in writing if an additional 45 day extension is needed.

If an extension is necessary due to your failure to submit the information necessary to decide the appeal, the notice of extension will specifically describe the required information, and you will be afforded at least 45 days to provide the specified information. If you deliver the requested information within the time specified, the 45 day extension of the appeal period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, Unum may decide your appeal without that information.

You will have the opportunity to submit written comments, documents, or other information in support of your appeal. You will have access to all relevant documents as defined by applicable U.S. Department of Labor regulations. The review of the adverse benefit determination will take into account all new information, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination.

The review will be conducted by Unum and will be made by a person different from the person who made the initial determination and such person will not be the original decision maker's subordinate. In the case of a claim denied on the grounds of a medical judgment, Unum will consult with a health professional with appropriate training and experience. The health care professional who is consulted on appeal will not be the individual who was consulted during the initial determination or a subordinate. If the advice of a medical or vocational expert was obtained by the Plan in connection with the denial of your claim, Unum will provide you with the names of each such expert, regardless of whether the advice was relied upon.

A notice that your request on appeal is denied will contain the following information:

- the specific reason(s) for the determination;
- a reference to the specific Plan provision(s) on which the determination is based;
- a statement disclosing any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or a statement that such information will be provided free of charge upon request);

- a statement describing your right to bring a lawsuit under Section 502(a) of ERISA if you disagree with the decision;
- the statement that you are entitled to receive upon request, and without charge, reasonable access to or copies of all documents, records or other information relevant to the determination; and
- the statement that "You or your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency".

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

Unless there are special circumstances, this administrative appeal process must be completed before you begin any legal action regarding your claim.

## **OTHER RIGHTS**

Unum, for itself and as claims fiduciary for the Plan, is entitled to legal and equitable relief to enforce its right to recover any benefit overpayments caused by your receipt of disability earnings or deductible sources of income from a third party. This right of recovery is enforceable even if the amount you receive from the third party is less than the actual loss suffered by you but will not exceed the benefits paid you under the policy. Unum and the Plan have an equitable lien over such sources of income until any benefit overpayments have been recovered in full.

## **DELEGATION OF AUTHORITY**

The Plan, acting through the Plan Administrator, delegates to Unum and its affiliate Unum Group authority to make benefit determinations under the Plan. Unum and Unum Group may act directly or through their employees and agents or further delegate their authority through contracts, letters or other documentation or procedures to other affiliates or entities.

## **HOW UNUM DETERMINES YOUR ELIGIBILITY FOR BENEFITS**

Unum, and not your Employer or Plan Administrator, has the responsibility to fairly, thoroughly, objectively and timely investigate, evaluate and determine your eligibility for benefits for any claim you make on the policy. We will:

- obtain, with your cooperation and authorization if required by law, only such information that is necessary to evaluate your claim and decide whether to accept or deny your claim for benefits. We may obtain this information from your notice of claim, submitted proofs of loss, statements, or other materials provided by you or others on your behalf; or, at our expense we may obtain necessary information, or have you physically examined when and as often as we may reasonably require while the claim is pending. In addition, and at your option and at your expense, you may provide us and we will consider any other information, including but not limited to, reports from a physician or other expert of your choice. You should provide us with all information that you want us to consider regarding your claim;

- consider and interpret the policy and all information obtained by us and submitted by you that relates to your claim for benefits and make our determination of your eligibility for benefits based on that information and in accordance with the policy and applicable laws;
- if we approve your claim, review our decision to approve your claim for benefits as often as is reasonably necessary to determine your continued eligibility for benefits; and
- if we deny your claim, explain in writing to you the basis for an adverse determination in accordance with the policy.

In the event we deny your claim for benefits, in whole or in part, you can appeal the decision to us. If you choose to appeal our decision, the process you must follow is set forth in the policy. If you do not appeal the decision to us, then the decision will be Unum's final decision.

## **NOTICE OF PROTECTION PROVIDED BY CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION**

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that the member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

### **COVERAGE**

#### **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

#### **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows:

##### **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

- Life Insurance
  - 80% of death benefits but not to exceed \$300,000
  - 80% of cash surrender or withdrawal values but not to exceed \$100,000
- Annuities and Structured Settlement Annuities
  - 80% of present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed 250,000

The maximum amount of protection provided by the Association to an individual, for all life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

##### **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016 is \$546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which the insurer became an insolvent insurer. Changes to this amount will be posted on the Association's website [www.califega.org](http://www.califega.org).

## **COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE**

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract.
- A policy issued by a health care service plan (HMO), a hospital or medical organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society.
- If the person is provided coverage by the guaranty association of another state.
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual.
- Employer and association plans to the extent they are self funded or uninsured.
- A policy or contract providing any health care benefits under Medicare Part C or Part D.
- An annuity issued by an organization that is only licensed to issue charitable gift annuities.
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract.
- Any policy of reinsurance unless an assumption certificate was issued.
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1067.02(b)(2)(C).

## **NOTICES**

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at [www.califega.org](http://www.califega.org), or contact either of the following:

California Life and Health Insurance  
Guarantee Association  
P.O. Box 16860  
Beverly Hills, CA 90209-3319  
(323) 782-0182

California Department of Insurance  
Consumer Communications Bureau  
300 South Spring Street  
Los Angeles, CA 90013  
(800) 927-4357

**Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.**