

## 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. When making a benefit determination under the policy, UNUM has discretionary authority 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. and end at 12:00 midnight at the Policyholder's address.

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

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# **BENEFITS AT A GLANCE**

## **SHORT TERM DISABILITY PLAN**

This short 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.

### **EMPLOYER'S ORIGINAL PLAN**

**EFFECTIVE DATE:** October 1, 1996

**POLICY NUMBER:** 59336 021

### **ELIGIBLE GROUP(S):**

Administrators and Principals in active employment

### **MINIMUM HOURS REQUIREMENT:**

Employees must be working at least 30 hours per week.

### **WAITING PERIOD:**

For employees in an eligible group on or before October 1, 1996:  
None

For employees entering an eligible group after October 1, 1996: 30 days of continuous active employment

### **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:**

The later of:

- 30 days for disability due to an injury;
- 30 days for disability due to a sickness;
- the date your accumulated sick leave payments end, up to a maximum of 60 days, if applicable.

Benefits begin the day after the elimination period is completed.

**WEEKLY BENEFIT:**

60% of weekly earnings to a maximum benefit of \$1,250 per week

Your payment may be reduced by deductible sources of income and disability earnings. Some disabilities may not be covered under this plan.

**MAXIMUM PERIOD OF PAYMENT:**

9 weeks

Premium payments are required for your coverage while you are receiving payments under this plan.

Your Short Term Disability plan does not cover disabilities due to an occupational sickness or injury.

**OTHER FEATURES:**

Minimum Benefit

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

ings, and would be taken into account in calculating your monthly payment.

**SELF-REPORTED SYMPTOMS** means the manifestations of your condition which you tell your doctor, that are not verifiable using tests, procedures or clinical examinations standardly accepted in the practice of medicine. Examples of self-reported symptoms include, but are not limited to headaches, pain, fatigue, stiffness, soreness, ringing in ears, dizziness, numbness and loss of energy.

**SICKNESS** means an illness or disease. Disability must begin while you are covered under the plan.

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

**WAITING PERIOD** means the continuous period of time (shown in each plan) that you must be in active employment in an eligible group before you are eligible for coverage under a plan.

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

**WEEKLY BENEFIT** means the total benefit amount for which an employee is insured under this plan subject to the maximum benefit.

**WEEKLY EARNINGS** means your gross weekly income from your Employer as defined in the plan.

**WEEKLY PAYMENT** means your payment after any deductible sources of income have been subtracted from your gross disability payment.

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

disabling condition(s), according to generally accepted medical standards.

**REGULAR OCCUPATION** means the occupation you are routinely performing when your disability begins. UNUM 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.

**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.

**- For Short Term Disability:**

**SALARY CONTINUATION OR ACCUMULATED SICK LEAVE** means continued payments to you by your Employer of all or part of your weekly 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. Such compensation is considered disability earnings, and would be taken into account in calculating your weekly payment.

**- For Long Term Disability:**

**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 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. Such compensation is considered disability earn-

## 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.

#### EMPLOYER'S ORIGINAL PLAN

**EFFECTIVE DATE:** October 1, 1996

**POLICY NUMBER:** 59336 021

#### ELIGIBLE GROUP(S):

Administrators and Principals in active employment

#### MINIMUM HOURS REQUIREMENT:

Employees must be working at least 30 hours per week.

#### WAITING PERIOD:

For employees in an eligible group on or before October 1, 1996:  
The greater of the waiting period in effect under the prior UNUM plan, if any, or None

For employees entering an eligible group after October 1, 1996: 30 days of continuous active employment

#### 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:

The later of:

- 90 days; or
- the date your accumulated sick leave, up to a maximum of 60 days, or insured Short Term Disability payments end, if applicable.

Benefits begin the day after the elimination period is completed.

**MONTHLY BENEFIT:**

60% of monthly earnings to a maximum benefit of \$5,000 per month.

Your payment may be reduced by deductible sources of income and disability earnings. Some disabilities may not be covered or may have limited coverage under this plan.

**MAXIMUM PERIOD OF PAYMENT:**

<u>Age at Disability</u>	<u>Maximum Period of Payment</u>
Less than age 60	To age 65, but not less than 5 years
Age 60	60 months
Age 61	48 months
Age 62	42 months
Age 63	36 months
Age 64	30 months
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 and over	12 months

No premium payments are required for your coverage while you are receiving payments under this plan.

**OTHER FEATURES:**

- Minimum Benefit
- Pre-Existing: 30/5
- Survivor Benefit

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

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

**- For Short Term Disability:**

**PART-TIME BASIS** means the ability to work and earn between 20% and 80% of your weekly earnings.

**- For Long Term Disability:**

**PART-TIME BASIS** means the ability to work and earn 20% or more of your indexed monthly earnings.

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

**PLAN** means a line of coverage under the policy.

**PRE-EXISTING CONDITION** means a condition for which you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines for your condition during the given period of time as stated in the plan; or you had symptoms for which an ordinarily prudent person would have consulted a health care provider during the given period of time as stated in the plan.

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

- caused by a worsening in your condition; and
- due to the same cause(s) as your prior disability for which UNUM made a Long Term Disability payment.

**REGULAR CARE** means:

- you personally visit a doctor as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat your disabling condition(s); and
- you are receiving the most appropriate treatment and care which conforms with generally accepted medical standards, for your disabling condition(s) by a doctor whose specialty or experience is the most appropriate for your

**- For Short Term Disability:**

**MAXIMUM CAPACITY** means, based on your restrictions and limitations, the greatest extent of work you are able to do in your regular occupation, that is reasonably available.

**- For Long Term Disability:**

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

- during the first 24 months of disability, the greatest extent of work you are able to do in your regular occupation, that is reasonably available.
- beyond 24 months of disability, the greatest extent of work you are able to do in any occupation, that is reasonably available, for which you are reasonably fitted by education, training or experience.

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

**MENTAL ILLNESS** means a psychiatric or psychological condition regardless of cause such as schizophrenia, depression, manic depressive or bipolar illness, anxiety, personality disorders and/or adjustment disorders or other conditions. These conditions are usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs, or other similar methods of treatment.

**MONTHLY BENEFIT** means the total benefit amount for which an employee is insured under this plan subject to the maximum benefit.

**MONTHLY EARNINGS** means your gross monthly income from your Employer as defined in the plan.

**MONTHLY PAYMENT** means your payment after any deductible sources of income have been subtracted from your gross disability payment.

## CLAIM INFORMATION

### SHORT TERM DISABILITY

#### **WHEN DO YOU NOTIFY UNUM OF A 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 sent within 30 days after the date your disability begins. However, you must send UNUM written proof of your claim no later than 90 days after your elimination period. If it is not possible to give proof within 90 days, it must be given no later than 1 year after the time proof is otherwise required except in the absence of legal capacity.

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 UNUM within 15 days of your request, send UNUM written proof of claim without waiting for the form.

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

#### **HOW DO YOU FILE 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 UNUM.

#### **WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM?**

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

- that you are under the **regular care** of a **doctor**;
- the appropriate documentation of your weekly earnings;
- the date your disability began;
- the cause of your disability;
- the extent of your disability, including restrictions and limitations preventing you from performing your regular occupation; and

- the name and address of any **hospital or institution** where you received treatment, including all attending doctors.

We may request that you send proof of continuing disability indicating that you are under the regular care of a doctor. This proof, provided at your expense, must be received within 30 days of a request by us.

In some cases, you will be required to give UNUM authorization to obtain additional medical information and to provide non-medical information as part of your proof of claim, or proof of continuing disability. UNUM will deny your claim, or stop sending you payments, if the appropriate information is not submitted.

### ***TO WHOM WILL UNUM MAKE PAYMENTS?***

UNUM will make payments to you.

### ***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 deductible sources of income.

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

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

other similar measurement if the Department of Labor changes or stops publishing the CPI-W.

Indexing is only used to determine your percentage of lost earnings while you are disabled and working.

**INJURY** means a bodily injury that is the direct result of an accident and not related to any other cause. Injury which occurs before you are covered under the plan will be treated as a sickness. Disability must begin while you are covered under the plan.

**INSURED** means any person covered under a plan.

**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.

**LIMITED** means what you cannot or are unable to do.

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

- are normally required for the performance of your regular occupation; and
- cannot be reasonably omitted or modified.

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

- are normally required for the performance of your regular occupation; and
- cannot be reasonably omitted or modified, except that if you are required to work on average in excess of 40 hours per week, UNUM will consider you able to perform that requirement if you are working or have the capacity to work 40 hours per week.



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

**ELIMINATION PERIOD** means a period of continuous 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 at UNUM's expense.

**GAINFUL OCCUPATION** means an occupation that is or can be expected to provide you with an income at least equal to your gross disability payment within 12 months of your return to work.

**GRACE PERIOD** means the period of time following the premium due date during which premium payment may be made.

**GROSS DISABILITY PAYMENT** means the benefit amount before UNUM subtracts deductible sources of income and disability earnings.

**HOSPITAL 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 payments 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-W) is published by the U.S. Department of Labor. UNUM reserves the right to use some

## CLAIM INFORMATION

### LONG TERM DISABILITY

#### ***WHEN DO YOU NOTIFY UNUM OF A 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 sent within 30 days after the date your disability begins. However, you must send UNUM written proof of your claim no later than 90 days after your elimination period. If it is not possible to give proof within 90 days, it must be given no later than 1 year after the time proof is otherwise required except in the absence of legal capacity.

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 UNUM within 15 days of your request, send UNUM written proof of claim without waiting for the form.

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

#### ***HOW DO YOU FILE 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 UNUM.

#### ***WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM?***

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

- that you are under the **regular care** of a **doctor**;
- the appropriate documentation of your monthly earnings;
- the date your disability began;
- the cause of your disability;
- the extent of your disability, including restrictions and limitations preventing you from performing your regular occupation; and

- the name and address of any **hospital or institution** where you received treatment, including all attending doctors.

We may request that you send proof of continuing disability indicating that you are under the regular care of a doctor. This proof, provided at your expense, must be received within 30 days of a request by us.

In some cases, you will be required to give UNUM authorization to obtain additional medical information and to provide non-medical information as part of your proof of claim, or proof of continuing disability. UNUM will deny your claim, or stop sending you payments, if the appropriate information is not submitted.

### ***TO WHOM WILL UNUM MAKE PAYMENTS?***

UNUM will make payments to you.

### ***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 deductible sources of income.

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

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

## **GLOSSARY**

**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 Eligible Group(s) in each plan.

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. Temporary and seasonal workers are excluded from coverage.

**DEDUCTIBLE SOURCES OF INCOME** means income from deductible sources listed in the plan which you receive or are entitled to receive while you are disabled. This income will be subtracted from your gross disability 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:

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

## GENERAL PROVISIONS

- coordination with your Employer to assist you to return to work;
- evaluation of adaptive equipment to allow you to return to work;
- vocational evaluation to determine how your disability may impact your employment options;
- job placement services;
- resume preparation;
- job seeking skills training; or
- retraining for a new occupation.

### **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.

### **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 within a plan.

### **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 plan effective date; or
- the day after you complete your **waiting period**.

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

When your Employer pays 100% of the cost of your coverage under a plan, 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 under a plan 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;
- 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 under the policy or a plan ends on the earliest of:

- the date the policy or a plan is cancelled;

## **OTHER SERVICES**

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

### **HOW CAN UNUM HELP YOUR EMPLOYER IDENTIFY AND PROVIDE WORKSITE MODIFICATION?**

A worksite modification might be what is needed to allow you to perform the material and substantial duties of your regular occupation with your Employer. One of our designated professionals will assist you and your Employer to identify a modification we agree is likely to help you remain at work or return to work. This agreement will be in writing and must be signed by you, your Employer and UNUM.

When this occurs, UNUM will reimburse your Employer for the cost of the modification, up to the greater of:

- \$1,000; or
- the equivalent of 2 months of your monthly benefit.

This benefit is available to you on a one time only basis.

### **HOW CAN UNUM'S REHABILITATION SERVICE HELP YOU RETURN TO WORK?**

UNUM has a vocational rehabilitation program available to assist you to return to work. This program is offered as a service, and is voluntary on your part and on UNUM's part.

In addition to referrals made to the rehabilitation program by our claims paying personnel, you may request to have your claim file reviewed by one of UNUM's rehabilitation professionals. As your file is reviewed, medical and vocational information will be analyzed to determine if rehabilitation services might help you return to gainful employment.

Once the initial review is completed, UNUM may elect to offer you a return-to-work program. The return-to-work program may include, but is not limited to, the following services:

## LONG TERM DISABILITY

### OTHER BENEFIT FEATURES

#### ***WHAT BENEFITS WILL BE PROVIDED TO YOUR FAMILY IF YOU DIE? (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 plan.

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 any overpayment which may exist on your claim.

- 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 except as provided under the covered layoff or leave of absence provision.

UNUM will provide coverage for a payable claim which occurs while you are covered under the policy or plan.

#### ***WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?***

You can start legal action regarding your claim 60 days after proof of claim has been given and up to 3 years from the time proof of claim is required, unless otherwise provided under federal law.

#### ***HOW CAN STATEMENTS MADE IN YOUR APPLICATION FOR THIS COVERAGE BE USED?***

UNUM considers any statements you or your Employer make in a signed application for coverage a representation and not a warranty. If any of the statements you or your Employer make are not complete and/or not true at the time they are made, we can:

- reduce or deny any claim; or
- cancel your coverage from the original effective date.

We will use only statements made in a signed application as a basis for doing this.

If the Employer gives us information about you that is incorrect, we will:

- use the facts to decide whether you have coverage under the plan and in what amounts; and
- make a fair adjustment of the premium.

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

UNUM wants to ensure you and your Employer do not incur additional insurance costs as a result of the undermining effects of insurance fraud. UNUM promises to focus on all means necessary to support fraud detection, investigation, and prosecution.

It is a crime if you knowingly, and with intent to injure, defraud or deceive UNUM, or provide any information, including filing a claim, that contains any false, incomplete or misleading information. These actions, as well as submission of materially false information, will result in denial of your claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. UNUM will pursue all appropriate legal remedies in the event of insurance fraud.

### **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 or as your agent. Under no circumstances will your Employer be deemed the agent of UNUM.

### **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:

- you were continuously insured under the 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 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 become entitled to payments under any other group long term disability plan, you will not be eligible for payments under the UNUM plan.

- 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 PLAN?**

Your plan does not cover any disabilities caused by, contributed to by, or resulting from your:

- intentionally self-inflicted injuries
- active participation in a riot
- loss of a professional license, occupational license or certification
- commission of a crime for which you have been convicted under state or federal law
- pre-existing condition.

Your plan will not cover a disability due to war, declared or undeclared, or any act of war.

UNUM will not pay a benefit for any period of disability during which you are incarcerated.

**WHAT IS A PRE-EXISTING CONDITION?**

You have a pre-existing condition if:

- you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines in the 30 days just prior to your effective date of coverage; or you had symptoms for which an ordinarily prudent person would have consulted a health care provider in the 30 days just prior to your effective date of coverage; and
- you have performed the material and substantial duties of your regular occupation for less than 5 consecutive days after your effective date of coverage.

**SHORT TERM DISABILITY**

**BENEFIT INFORMATION**

**HOW DOES UNUM DEFINE DISABILITY?**

You are disabled when UNUM determines that:

- you are **limited** from performing the **material and substantial duties** of your **regular occupation** due to your **sickness or injury**; and
- you have a 20% or more loss in weekly earnings due to the same sickness or injury.

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

We may require you to be examined by a doctor, other medical practitioner or vocational expert of our choice. UNUM 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 an authorized UNUM Representative.

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

You must be continuously disabled through your **elimination period**.

If your disability is the result of an injury that occurs while you are covered under the plan, benefits begin on the later of:

- 30 days; or
- the date your accumulated sick leave payments end, up to a maximum of 60 days, if applicable.

If your disability is the result of a sickness that occurs while you are covered under the plan, benefits begin on the later of:

- 30 days; or
- the date your accumulated sick leave payments end, up to a maximum of 60 days, if applicable.

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

Yes, provided you meet the definition of disability.

**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 weekly for any period for which UNUM is liable.

After the elimination period, if you are disabled for less than 1 week, we will send you 1/7th of your payment for each day of disability.

**HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED?**

We will follow this process to figure your payment:

1. Multiply your weekly earnings by 60%.
2. The maximum **weekly benefit** is \$1,250.
3. Compare the answer from Item 1 with the maximum weekly benefit. The lesser of these two amounts is your **gross disability payment**.
4. Subtract from your gross disability payment any **deductible sources of income**.

The amount figured in Item 4 is your **weekly payment**.

**WHAT ARE YOUR WEEKLY EARNINGS?**

"Weekly Earnings" means 1/52nd of your annual salary in effect just prior to your date of disability. Annual salary is 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,

- the date your disability earnings exceed the amount allowable under the plan; or
- the date you die.

**WHAT DISABILITIES HAVE A LIMITED PAY PERIOD UNDER YOUR PLAN?**

Disabilities, due to sickness or injury, which are primarily based on **self-reported symptoms**, and disabilities due to **mental illness** have a limited pay period up to 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 pay period as indicated above, or the maximum period of payment, whichever occurs first.

UNUM will not apply the mental illness limitation to dementia if it is a result of:

- stroke;
- trauma;



If you receive a lump sum payment from any deductible sources 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, 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 is based on your age at disability as follows:

<u>Age at Disability</u>	<u>Maximum Period of Payment</u>
Less than age 60	To age 65, but not less than 5 years
Age 60	60 months
Age 61	48 months
Age 62	42 months
Age 63	36 months
Age 64	30 months
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 and over	12 months

**WHEN WILL PAYMENTS STOP?**

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

- during the first 24 months of payments, when you are able to work in your regular occupation on a **part-time basis** but you choose not to;
- after 24 months of payments, when you are able to work in any gainful occupation on a part-time basis but you choose not to;
- the end of the maximum period of payment;
- the date you are no longer disabled under the terms of the plan;
- the date you fail to submit proof of continuing disability;

bonuses, overtime pay, or any other extra compensation, or income received from sources other than your Employer.

**WHAT WILL WE USE FOR WEEKLY 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 weekly earnings from your Employer in effect just prior to the date your absence begins.

**HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED AND WORKING?**

We will send you the weekly payment if you are disabled and your weekly disability earnings, if any, are less than 20% of your weekly earnings.

If you are disabled and your weekly **disability earnings** are from 20% through 80% of your weekly earnings, you will receive payments based on the percentage of income you are losing due to your disability. We will follow this process to figure your payment:

1. Subtract your disability earnings from your weekly earnings.
2. Divide the answer in Item 1 by your weekly earnings. This is your percentage of lost earnings.
3. Multiply your weekly payment as shown above by the answer in Item 2.

This is the amount UNUM will pay you for each week.

UNUM may require you to send proof of your disability earnings each week. We will adjust your weekly payment based on your disability earnings.

As part of your proof of disability earnings, we can require that you send us appropriate financial records which we believe are necessary to substantiate your income.

## **HOW CAN WE PROTECT YOU IF YOUR DISABILITY EARNINGS FLUCTUATE?**

If your disability earnings routinely fluctuate widely from week to week, UNUM may average your disability earnings over the most recent 3 weeks to determine if your claim should continue.

If UNUM averages your disability earnings, we will not terminate your claim unless the average of your disability earnings from the last 3 weeks exceeds 80% of weekly earnings.

We will not pay you for any week during which disability earnings exceed 80% of weekly earnings.

## **WHAT ARE DEDUCTIBLE SOURCES OF INCOME?**

UNUM will subtract from your gross disability payment the following deductible sources of income:

1. The amount that you receive or are entitled to receive as disability income payments under any:
  - state compulsory benefit **act** or **law**
  - other group insurance plan.
2. The amount that you receive:
  - under the mandatory portion of any "no fault" motor vehicle **plan**
  - under Title 46, United States Code Section 688 (The Jones Act)
  - from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.
3. The amount that you:
  - receive as disability payments under your Employer's **retirement plan**
  - voluntarily elect to receive as retirement payments under your Employer's retirement plan

## **WHAT HAPPENS WHEN YOU RECEIVE A COST OF LIVING INCREASE FROM DEDUCTIBLE SOURCES OF INCOME?**

Once UNUM has subtracted any deductible source of income from your gross disability payment, UNUM will not further reduce your payment due to a cost of living increase from that source.

## **WHAT IF UNUM DETERMINES YOU MAY QUALIFY FOR DEDUCTIBLE INCOME BENEFITS?**

When we determine that you may qualify for benefits under Item(s) 1., 2., and 3. in the deductible sources of income section, we will estimate your entitlement to these benefits. We can reduce your payment by the estimated amounts if such benefits:

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

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., and 3. in the deductible sources of income section and appeal your denial to all administrative levels UNUM feels are necessary; and
- sign UNUM's payment option form. This form states that you promise to pay us any overpayment caused by an award.

If your payment has been reduced by an estimated amount, your payment will be adjusted when we receive proof:

- of the amount awarded; or
- that benefits have been denied and all appeals UNUM feels are necessary have been completed. In this case, a lump sum refund of the estimated amount will be made to you.

With the exception of retirement payments, UNUM 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.

#### **WHAT ARE NOT DEDUCTIBLE SOURCES OF INCOME?**

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
- a retirement plan from another Employer
- individual retirement accounts (IRA)
- individual disability income plans
- **salary continuation** or **accumulated sick leave** plans

#### **WHAT IF SUBTRACTING DEDUCTIBLE SOURCES OF INCOME RESULTS IN A ZERO BENEFIT? (Minimum Benefit)**

The minimum monthly payment is the greater of:

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

UNUM may apply this amount toward an outstanding overpayment.

- 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 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, UNUM will consider your and your Employer's contributions to be distributed simultaneously throughout your lifetime.

Amounts received do not include amounts rolled over or transferred to any eligible retirement plan. UNUM 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.

UNUM will only subtract deductible sources of income which are payable as a result of the same disability.

#### **WHAT ARE NOT DEDUCTIBLE SOURCES OF INCOME?**

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
- a retirement plan from another Employer
- individual retirement accounts (IRA)
- individual disability income plans
- **salary continuation** or **accumulated sick leave** plans

**WHAT IF SUBTRACTING DEDUCTIBLE SOURCES OF INCOME RESULTS IN A ZERO BENEFIT? (Minimum Benefit)**

The minimum weekly payment is: \$25.

UNUM may apply this amount toward an outstanding overpayment.

**WHAT IF UNUM DETERMINES YOU MAY QUALIFY FOR DEDUCTIBLE INCOME BENEFITS?**

When we determine that you may qualify for benefits under Item(s) 1. in the deductible sources of income section, we will estimate your entitlement to these benefits. We can reduce your payment by the estimated amounts if such benefits:

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

Your Short Term Disability payment will NOT be reduced by the estimated amount if you:

- apply for the disability payments under Item(s) 1. in the deductible sources of income section and appeal your denial to all administrative levels UNUM feels are necessary; and
- sign UNUM's payment option form. This form states that you promise to pay us any overpayment caused by an award.

If your payment has been reduced by an estimated amount, your payment will be adjusted when we receive proof:

- of the amount awarded; or

- any similar plan or act.

We will not offset for any amount received by your spouse or dependents.

4. The amount that you:

- receive as disability payments under your Employer's **retirement plan**
- voluntarily elect to receive as retirement payments under your Employer's retirement plan
- 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 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, UNUM will consider your and your Employer's contributions to be distributed simultaneously throughout your lifetime.

Amounts received do not include amounts rolled over or transferred to any eligible retirement plan. UNUM 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 receive under Title 46, United States Code Section 688 (The Jones Act).

6. The amount that you receive from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.

ings over the most recent 3 months to determine if your claim should continue.

If UNUM averages your disability earnings, we will not terminate your claim unless:

- During the first 24 months of disability payments, the average of your disability earnings from the last 3 months exceeds 80% of indexed monthly earnings; or
- Beyond 24 months of disability payments, the average of your disability earnings from the last 3 months exceeds the gross disability payment.

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

### **WHAT ARE DEDUCTIBLE SOURCES OF INCOME?**

UNUM will subtract from your gross disability payment the following deductible sources of income:

1. The amount that you receive or are entitled to receive under:
  - a workers' compensation law
  - an occupational disease law
  - any other **act** or **law** with similar intent.
2. The amount that you receive or are entitled to receive as disability income payments under any:
  - state compulsory benefit **act** or **law**
  - automobile liability insurance policy
  - other group insurance plan
  - governmental retirement system as a result of your job with your Employer.
3. The amount that you receive or are entitled to receive as disability payments or the amount you receive as retirement payments under:
  - the United States Social Security Act
  - the Canada Pension **Plan**
  - the Quebec Pension Plan

- that benefits have been denied and all appeals UNUM feels 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 sources of income, the lump sum will be pro-rated on a weekly 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 weekly basis to the end of the maximum period of payment.

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

UNUM will send you a payment each week up to the **maximum period of payment**. Your maximum period of payment is 9 weeks during a continuous period of disability.

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

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

- when you are able to work in your regular occupation on a **part-time basis** but you choose not to;
- the end of the maximum period of payment;
- the date you are no longer disabled under the terms of the plan;
- the date you fail to submit proof of continuing disability;
- the date your disability earnings exceed the amount allowable under the plan; or
- the date you die.

### **WHAT DISABILITIES ARE NOT COVERED UNDER YOUR PLAN?**

Your plan does not cover any disabilities caused by, contributed to by, or resulting from your:

- **occupational sickness or injury**, however, UNUM will cover disabilities due to occupational sicknesses or inju-

ries for partners or sole proprietors who cannot be covered by a workers' compensation law

- intentionally self-inflicted injuries
- active participation in a riot
- loss of a professional license, occupational license or certification
- commission of a crime for which you have been convicted under state or federal law.

Your plan will not cover a disability due to war, declared or undeclared, or any act of war.

UNUM will not pay a benefit for any period of disability during which you are incarcerated.

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

1. If your current disability is related to or due to the same cause(s) as your prior disability for which UNUM made a payment:

UNUM will treat your current disability as part of your prior claim and you will not have to complete another elimination period when you are performing any occupation for your Employer on a full time basis for 14 consecutive days or less.

If you return to work on the 15th day, your current disability will be treated as a new claim. The new claim will be subject to all of the provisions of this plan and you will be required to satisfy a new elimination period.

2. If your current disability is unrelated to your prior disability for which UNUM made a payment:

UNUM will treat your current disability as part of your prior claim and you will not have to complete another elimination period when you are performing any occupation for your Employer on a full time basis for less than 1 full day.

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

After 12 months of payments, while working, you will receive payments based on the percentage of income you are losing due to your disability.

1. Subtract your disability earnings from your indexed monthly earnings.
2. Divide the answer in Item 1 by your indexed monthly earnings. This is your percentage of lost earnings.
3. Multiply your monthly payment by the answer in Item 2.

This is the amount UNUM will pay you each month.

During the first 24 months of disability payments, if your monthly disability earnings exceed 80% of your indexed monthly earnings, UNUM will stop sending you payments and your claim will end.

Beyond 24 months of disability payments, if your monthly disability earnings exceed the gross disability payment, UNUM will stop sending you payments and your claim will end.

UNUM may require you to send proof of your monthly disability earnings at least quarterly. We will adjust your payment based on your quarterly disability earnings.

As part of your proof of disability earnings, we can require that you send us appropriate financial records which we believe are necessary to substantiate your income.

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 CAN WE PROTECT YOU IF YOUR DISABILITY EARNINGS FLUCTUATE?**

If your disability earnings routinely fluctuate widely from month to month, UNUM may average your disability earn-

or income received from sources other than your Employer.

**WHAT WILL WE USE FOR MONTHLY 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 earnings from your Employer in effect just prior to the date your absence begins.

**HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED AND WORKING?**

We will send you the monthly payment if you are disabled and your monthly **disability earnings**, if any, are less than 20% of your indexed monthly earnings, due to the same sickness or injury.

If you are disabled and your monthly disability earnings are 20% or more of your indexed monthly earnings, due to the same sickness or injury, UNUM will figure your payment as follows:

During the first 12 months of payments, while working, your monthly payment will not be reduced as long as disability earnings plus the gross disability payment does not exceed 100% of indexed monthly earnings.

1. Add your monthly disability earnings to your gross disability payment.
2. Compare the answer in Item 1 to your indexed monthly earnings.

If the answer from Item 1 is less than or equal to 100% of your indexed monthly earnings, UNUM will not further reduce your monthly payment.

If the answer from Item 1 is more than 100% of your indexed monthly earnings, UNUM will subtract the amount over 100% from your monthly payment.

If you do not satisfy Item 1 or 2 above, your disability will be treated as a new claim and will be subject to all of the policy provisions.

If you become entitled to payments under any other group short term disability plan, you will not be eligible for payments under the UNUM plan.

**IN WHAT WAYS CAN UNUM HELP YOU AND YOUR EMPLOYER PREVENT A DISABILITY OR HELP YOU RETURN TO WORK?**

UNUM has optional rehabilitation services available. As these services are designed to coordinate with your long term disability coverage, please see the Other Services Section in your Long Term Disability plan.

## LONG TERM DISABILITY

### BENEFIT INFORMATION

#### **HOW DOES UNUM DEFINE DISABILITY?**

You are disabled when UNUM determines that:

- you are **limited** from performing the **material and substantial duties** of your **regular occupation** due to your **sickness or injury**; and
- you have a 20% or more loss in your **indexed monthly earnings** due to the same sickness or injury.

After 24 months of payments, you are disabled when UNUM determines that due to the same sickness or injury, you are unable to perform the duties of any **gainful occupation** for which you are reasonably fitted by education, training or experience.

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

We may require you to be examined by a doctor, other medical practitioner or vocational expert of our choice. UNUM 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 an authorized UNUM Representative.

#### **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 the later of:

- 90 days; or
- the date your **accumulated sick leave**, up to a maximum of 60 days, or insured Short Term Disability payments end, if applicable.

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

Yes, provided you meet the definition of disability.

#### **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.

#### **HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED?**

We will follow this process to figure your payment:

1. Multiply your monthly earnings by 60%.
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 **deductible sources of income**.

The amount figured in Item 4 is your **monthly payment**.

#### **WHAT ARE YOUR MONTHLY EARNINGS?**

"Monthly Earnings" means 1/12th of your annual salary in effect just prior to your date of disability. Annual salary is 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, or any other extra compensation,