



**University of Arizona**

Your Group Short Term Disability Plan

Policy No. 498035 031

Underwritten by Unum Life Insurance Company of America

2/2/2015



## **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.

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 and the weekly benefit option that you chose.

### EMPLOYER'S ORIGINAL PLAN

**EFFECTIVE DATE:** September 1, 2014

### PLAN YEAR:

September 1, 2014 to January 1, 2015 and each following January 1 to January 1

**POLICY NUMBER:** 498035 031

### ELIGIBLE GROUP(S):

All benefits eligible Employees of Northern Arizona University in active employment in the United States with the Employer

Benefits eligible means:

- you are in a position that is at least six (6) months or more in duration; and
- you work 20 or more hours per week

### MINIMUM HOURS REQUIREMENT:

Employees must be working at least 20 hours or more per week.

### WAITING PERIOD:

For employees in an eligible group on or before September 1, 2014: None

For employees entering an eligible group after September 1, 2014: 90 days of continuous active employment

### REINSTATEMENT

If your coverage ends due to an approved leave of absence, and you return to active employment between the first day and the 15th day of the month, your coverage will be reinstated effective the 16th of the month. If you return to active employment between the 16th day through the end of the month, your coverage will be reinstated effective the first of the following month.

### WHO PAYS FOR THE COVERAGE:

*Option A*

You pay the cost of your coverage.

*Option B*

You pay the cost of your coverage.

*Option C*

You pay the cost of your coverage.

*Option D*

No Coverage

**ELIMINATION PERIOD:**

30 days for disability due to an injury

30 days for disability due to a sickness

If, because of your disability, you are hospital confined as an inpatient, benefits begin immediately.

If you are disabled as a result of outpatient surgery, benefits begin on the date your surgery occurs.

Benefits begin the day after the elimination period is completed.

**WEEKLY BENEFIT:**

*Option A*

70% of weekly earnings to a maximum benefit of \$750 per week

**Some disabilities may not be covered under this plan.**

*Option B*

70% of weekly earnings to a maximum benefit of \$1,500 per week

**Some disabilities may not be covered under this plan.**

*Option C*

70% of weekly earnings to a maximum benefit of \$2,000 per week

**Some disabilities may not be covered under this plan.**

*Option D*

No Coverage

**MINIMUM WEEKLY BENEFIT:**

\$25

**MAXIMUM PERIOD OF PAYMENT:**

26 weeks

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

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

**REHABILITATION AND RETURN TO WORK ASSISTANCE BENEFIT:**

10% of your disability payment to a maximum benefit of \$250 per week.

In addition, we will make weekly payments to you for 3 weeks following the date your disability ends if we determine you are no longer disabled while:

- you are participating in the Rehabilitation and Return to Work Assistance program; and
- you are not able to find employment.

**OTHER FEATURES:**

Continuity of Coverage

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

The plan includes enrollment, risk management and other support services related to your Employer's Benefit Program.

## **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 physician. Your physician 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 **physician**;
- 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 job; and
- the name and address of any **hospital or institution** where you received treatment, including all attending physicians.

We may request that you send proof of continuing disability indicating that you are under the regular care of a physician. This proof, provided at your expense, must be received within 45 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; and
- any error Unum makes in processing a claim.

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.

## **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 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 you enter an eligible group.

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

This plan provides different benefit options. When you first become eligible for coverage, you may apply for any option, however, you cannot be covered under more than one option at a time.

You pay 100% of the cost of your coverage for any option. You will be covered at 12:01 a.m. on the first day of the pay period following the date you apply for insurance, if you apply within 31 days after your eligibility date.

### ***WHEN CAN YOU APPLY FOR COVERAGE IF YOU APPLY MORE THAN 31 DAYS AFTER YOUR ELIGIBILITY DATE OR IF YOU VOLUNTARILY CANCELLED YOUR COVERAGE AND ARE REAPPLYING?***

You can apply for coverage during an annual enrollment period or within 31 days of a change in status.

Unum and your Employer determine when the annual enrollment period begins and ends. Your coverage will begin at 12:01 a.m. on the first day of the next plan year.

If you apply for coverage due to a change in status, your coverage will begin at 12:01 a.m. on the later of:

- the first day of the pay period following the date of the change in status, if you apply on or before that date; or
- the first day of the pay period following the date you apply, if you apply within 31 days after the date of the change in status.

### ***WHEN CAN YOU CHANGE YOUR COVERAGE BY CHOOSING ANOTHER OPTION?***

You can change your coverage by applying for a different option only during an **annual enrollment period** or within 31 days of a **change in status**. You can increase your coverage by one level or decrease your coverage any number of levels.

Unum and your Employer determine when the annual enrollment period begins and ends. A change in coverage that is made during an annual enrollment period will begin at 12:01 a.m. on the first day of the next plan year.

A change in coverage due to a change in status will begin at 12:01 a.m. on the later of:

- the first day of the pay period following the date of the change in status, if you apply on or before that date; or
- the first day of the pay period following the date you apply, if you apply within 31 days after the date of the change in status.

Changes in coverage must be consistent with the change in status.

### ***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 or temporary 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 **leave of absence**, and if premium is paid, you will be covered for up to 2 years.

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

Once your coverage begins, any increased or additional coverage due to a change in your weekly earnings or due to a plan change requested by your Employer will take effect immediately if you are in active employment or if you are on a covered 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;
- the last day of the calendar month in which you no longer are in an eligible group, as described in the **BENEFITS AT A GLANCE** section of the policy;
- the date your eligible group, as described in the **BENEFITS AT A GLANCE** section of the policy is no longer covered;
- the last day of the period for which you made any required contributions;
- the last day of the calendar month in which you are in active employment except as provided under the covered leave of absence provision; or
- the date you are retired.

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.

## **SHORT TERM DISABILITY BENEFIT INFORMATION**

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

You are disabled when Unum determines that due to your **sickness** or **injury**:

- you are unable to perform the **material and substantial duties** of your **regular job**; and
- you are not working in your job for any pay or profit.

You must be under the regular care of a physician in order to be considered disabled.

We may require you to be examined by a physician, other medical practitioner and/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, your elimination period is 30 days.

If your disability is the result of a sickness, your elimination period is 30 days.

If, because of your disability, you are hospital confined, benefits begin immediately.

If you are disabled as a result of outpatient surgery, benefits begin on the date your surgery occurs.

### ***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 and you are disabled. 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 1/5th of your payment for each day of disability.

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

#### ***OPTION A***

We will follow this process to figure your payment:

1. Multiply your weekly earnings by 70%.
2. The maximum **weekly benefit** is \$750.
3. Compare the answer from Item 1 with the maximum weekly benefit. The lesser of these two amounts is your disability payment.

This is your **weekly payment**.

*OPTION B*

We will follow this process to figure your payment:

1. Multiply your weekly earnings by 70%.
2. The maximum **weekly benefit** is \$1,500.
3. Compare the answer from Item 1 with the maximum weekly benefit. The lesser of these two amounts is your disability payment.

This is your **weekly payment**.

*OPTION C*

We will follow this process to figure your payment:

1. Multiply your weekly earnings by 70%.
2. The maximum **weekly benefit** is \$2,000.
3. Compare the answer from Item 1 with the maximum weekly benefit. The lesser of these two amounts is your disability payment.

This is your **weekly payment**.

*OPTION D*

No Coverage

**WHAT ARE YOUR WEEKLY EARNINGS?**

"Weekly Earnings" means your gross weekly income from your Employer, not including shift differential, 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 WEEKLY EARNINGS IF YOU BECOME DISABLED DURING A COVERED LEAVE OF ABSENCE?**

If you become disabled while you are on a covered leave of absence, we will use your weekly earnings from your Employer in effect just prior to the date your absence begins.

**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 26 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:

- the end of the maximum period of payment;
- the date you are no longer disabled under the terms of the plan, unless you are eligible to receive benefits under Unum's Rehabilitation and Return to Work Assistance program;
- the date you fail to submit proof of continuing disability;
- after 12 months of payments if you are considered to reside outside the United States or Canada. You will be considered to reside outside these countries when you have been outside the United States or Canada for a total period of 6 months or more during any 12 consecutive months of benefits;
- 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 injuries for partners or sole proprietors who cannot be covered by a workers' compensation law.
- intentionally self-inflicted injuries.
- active participation in a riot.
- commission of a crime for which you have been convicted.
- pre-existing condition. This applies to any amount of insurance which is greater than the Option A weekly benefit amount.

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 3 months just prior to your effective date of coverage; and
- the disability begins in the first 6 months after your effective date of coverage unless you have been **treatment free** for 3 consecutive months after your effective date of coverage.

However, the above pre-existing does not apply to maternity care and treatment, or complications of pregnancy, unless the complication began prior to the effective date of your coverage.

In addition, this plan will not cover an increase in your coverage made at an annual enrollment period or change in status if you have 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 3 months just prior to the date your coverage increased; and
- the disability begins in the first 6 months after your coverage increased unless you have been treatment free for 3 consecutive months after your coverage increased.

However, the above pre-existing does not apply to maternity care and treatment, or complications of pregnancy, unless the complication began prior to the effective date of your coverage.

### **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 job for your Employer on a full time basis for 180 consecutive days or less.

If you return to work on the 181st 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 job 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.

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.



## SHORT TERM DISABILITY

### OTHER BENEFIT FEATURES

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

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

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

#### ***HOW CAN UNUM'S REHABILITATION AND RETURN TO WORK ASSISTANCE PROGRAM HELP YOU RETURN TO WORK?***

Unum has a vocational Rehabilitation and Return to Work Assistance program available to assist you in returning to work. We will determine whether you are eligible for this program. In order to be eligible for rehabilitation services and benefits, you must be medically able to engage in a return to work program.

Your claim file will be reviewed by one of Unum's rehabilitation professionals to determine if a rehabilitation program might help you return to gainful employment. As your file is reviewed, medical and vocational information will be analyzed to determine an appropriate return to work program.

We will make the final determination of your eligibility for participation in the program.

We will provide you with a written Rehabilitation and Return to Work Assistance plan developed specifically for you.

The rehabilitation program may include, but is not limited to, the following services and benefits:

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

***WHAT ADDITIONAL BENEFITS WILL UNUM PAY WHILE YOU PARTICIPATE IN A REHABILITATION AND RETURN TO WORK ASSISTANCE PROGRAM?***

We will pay an additional disability benefit of 10% of your disability payment to a maximum benefit of \$250 per week.

This benefit is not subject to policy provisions which would otherwise increase or reduce the benefit amount.

In addition, we will make weekly payments to you for 3 weeks following the date your disability ends if we determine you are no longer disabled while:

- you are participating in the Rehabilitation and Return to Work Assistance program; and
- you are not able to find employment.

This benefit payment may be paid in a lump sum.

***WHEN WILL REHABILITATION AND RETURN TO WORK ASSISTANCE BENEFITS END?***

Benefits for the Rehabilitation and Return to Work Assistance program will end on the earliest of the following dates:

- the date Unum determines that you are no longer eligible to participate in Unum's Rehabilitation and Return to Work Assistance program; or
- any other date on which weekly payments would stop in accordance with this plan.

## 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 job. 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, legislative or school breaks are considered active employment. Temporary and seasonal workers are excluded from coverage.

**ANNUAL ENROLLMENT PERIOD** means a period of time before the beginning of each plan year.

**CHANGE IN STATUS** means a change in status as defined in the regulations under Internal Revenue Code section 125, unless your Employer's cafeteria plan document or human resource policy contains more restrictive provisions. In that event, your Employer may restrict the situations where you can change your coverage.

**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 in the United States with the Employer.

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

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

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

**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.

**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, legislative or school break time or any period of disability is not considered a leave of absence.

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

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

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

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

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

**PHYSICIAN** 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.

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

**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.

**REGULAR CARE** means:

- you personally visit a physician 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 physician whose specialty or experience is the most appropriate for your disabling condition(s), according to generally accepted medical standards.

**REGULAR JOB** means the job you are routinely performing when your disability begins. Unum will look at your job 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.

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

**TREATMENT FREE** means you have not received medical treatment, consultation, care or services including diagnostic measures, or taken prescribed drugs or medicines for the pre-existing condition.

**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 found in the **BENEFITS AT A GLANCE** section under **WEEKLY BENEFIT**.

**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.