

AMENDMENT NO. 1

This amendment forms a part of Group Policy No. 911941 001 issued to the Policyholder:

Association of Independent California Colleges and Universities

The entire policy is replaced by the policy attached to this amendment.

The effective date of these changes is November 1, 2019. The changes only apply to disabilities which start on or after the effective date.

The policy's terms and provisions will apply other than as stated in this amendment.

Dated at Portland, Maine on December 11, 2019.

Unum Life Insurance Company of America

By



Secretary

If this amendment is unacceptable, please sign below and return this amendment to Unum Life Insurance Company of America at Portland, Maine within 90 days of December 11, 2019.

**YOUR FAILURE TO SIGN AND RETURN THIS AMENDMENT BY THAT DATE WILL CONSTITUTE ACCEPTANCE OF THIS AMENDMENT.**

Association of Independent California Colleges and Universities

By \_\_\_\_\_  
Signature and Title of Officer



**GROUP INSURANCE  
SUMMARY OF BENEFITS  
NON-PARTICIPATING**

**IDENTIFICATION NUMBER:** 911941 001

**EFFECTIVE DATE OF COVERAGE:** August 1, 2019

**ANNIVERSARY DATE:** January 1

**GOVERNING JURISDICTION:** California

**Unum Life Insurance Company of America  
insures the lives of Participating Members of the**

Association of Independent California Colleges and Universities  
(referred to as the Policyholder)

**Summary of Benefits for**

Golden Gate University  
(the **Employer**)

Unum Life Insurance Company of America (referred to as Unum) will provide benefits under this Summary of Benefits. Unum makes this promise subject to all provisions of this Summary of Benefits.

The **Employer** should read this Summary of Benefits carefully and contact Unum promptly with any questions. This Summary of Benefits 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.

Signed for Unum at Portland, Maine on the Effective Date of Coverage.

President

Secretary

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

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# SCHEDULE OF BENEFITS

## 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. Your **disability** must begin while **you** are covered under the short term disability plan.

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

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

### EMPLOYEE NAME:

### DATE RECEIVED:

### ELIGIBLE GROUP(S):

All full-time faculty and staff of Golden Gate University working 25 hours per week in **active employment** in the United States with the **Employer**.

Temporary and seasonal workers are excluded from coverage.

### DISABILITY COVERED:

#### Total Disability and Partial Disability

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

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

Your short term disability plan covers only non-occupational disabilities. Disabilities for which **you** receive Workers' Compensation Disability benefits will not be covered.

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.

### MAXIMUM WEEKLY BENEFIT:

66.6667% of your **weekly pre-disability earnings** to a maximum benefit of \$3,461 per week, minus other income paid to **you** because of your **disability**.

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

### ELIMINATION PERIOD:

Benefits begin on the later of:

- 90 days after the date the **disability** occurs due to an **injury**; or
- 90 days after the date the **disability** occurs due to a **sickness**.

Your **elimination period** is a period of continuous **total disability** and/or **partial disability** which must be satisfied before **you** are eligible to receive benefits. Your benefits will begin after the **elimination period** is completed.

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

39 weeks

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

# 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. Your **disability** must begin while **you** are covered under the short term disability plan.

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

### **POLICYHOLDER'S ORIGINAL PLAN**

**EFFECTIVE DATE:** August 1, 2019

### **EMPLOYER'S PLAN**

**EFFECTIVE DATE:** August 1, 2019

**IDENTIFICATION NUMBER:** 911941 001

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

All full-time faculty and staff of Golden Gate University working 25 hours per week in **active employment** in the United States with the **Employer**.

Temporary and seasonal workers are excluded from coverage.

### **MINIMUM HOURS REQUIREMENT:**

**Employees** must be working at least 25 hours per week.

### **WAITING PERIOD:**

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

For **employees** in an eligible group on or before August 1, 2019: None

For **employees** entering an eligible group after August 1, 2019: 60 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 Summary of Benefits' provisions apply.

### **CREDIT PRIOR SERVICE:**

Unum will apply any prior period of work with your **Employer** toward the **waiting period** to determine your eligibility date.

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

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

Premium payments are required for your coverage while **you** are receiving payments under this short term disability plan.

### **ELIMINATION PERIOD:**

Benefits begin on the later of:

- 90 days after the date the **disability** occurs due to an **injury**; or
- 90 days after the date the **disability** occurs due to a **sickness**.

Your **elimination period** is a period of continuous **total disability** and/or **partial disability** which must be satisfied before **you** are eligible to receive benefits. Your benefits will begin after the **elimination period** is completed.

**DISABILITY COVERED:**

**Total Disability and Partial Disability**

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

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

Your short term disability plan covers only non-occupational disabilities. Disabilities for which **you** receive Workers' Compensation Disability benefits will not be covered.

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.

**MAXIMUM WEEKLY BENEFIT:**

66.6667% of your **weekly pre-disability earnings** to a maximum benefit of \$3,461 per week, minus other income paid to **you** because of your **disability**.

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

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

39 weeks

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

## COMPULSORY PROVISIONS

### Entire Contract

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

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

### Time Limit on Certain Defenses

(c) No claim for loss incurred or **disability** (as defined in this Summary of Benefits) commencing after two years from the effective date of the insurance coverage with respect to which the claim is made shall be reduced or denied on the ground that a disease or physical condition, not excluded from coverage by name or specific description effective on the date of loss, had existed prior to the effective date of the coverage with respect to which the claim is made.

### Grace Period

A **grace period** of 90 days will be granted for the payment of premiums accruing after the first premium, during which **grace period** this Summary of Benefits shall continue in force, but the **Employer** shall be liable to the insurer for the payment of the premium accruing for the period this Summary of Benefits continues in force.

### Notice of Claim

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

### Claim Forms

The insurer, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within



15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this Summary of Benefits as to proof of loss upon submitting, within the time fixed in this Summary of Benefits for filing proofs of loss, written proof covering occurrence, the character and the extent of the loss for which claim is made.

### **Proof of Loss**

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

### **Evidence of Continuing Disability**

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

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

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

### **Physical Examinations**

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

### **Legal Actions**

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

## **Cancellation**

The insurer may cancel this Summary of Benefits at any time by written notice delivered to the **Policyholder**, or mailed to his last address as shown on the records of the insurer, stating when, not less than 31 days thereafter, such cancellation shall be effective; and after this Summary of Benefits has been continued beyond its original term the **Employer or the Policyholder** may cancel this Summary of Benefits at any time by written notice delivered or mailed to the insurer, effective on receipt or on such later date as may be specified in the notice. In the event of such cancellation by either the insurer, the **Employer or the Policyholder**, the insurer shall promptly return on a prorata basis the unearned premium paid, if any, and the **Employer** shall promptly pay on a prorata basis the earned premium which has not been paid. (In computing the prorata premium to be returned by the insurer or to be paid by the **Employer**, any discounts in premium or premium rate actually allowed to the **Employer** because of the longer periods for which premiums, at the time of the cancellation, had been paid or agreed to be paid shall be disregarded, and the prorata return or payment of premium will be computed upon the basis of the insurer's regular and customary premium or premium rate for the coverage of this Summary of Benefits.) Such cancellation shall be without prejudice to any claim originating prior to the effective date of such cancellation.

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

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

## **EMPLOYER PROVISIONS**

### ***WHAT IS THE COST OF THIS INSURANCE?***

#### **SHORT TERM DISABILITY**

The initial premium for each short term disability plan is based on the initial rate(s) shown in the Rate Information Amendment(s).

Premium payments are required for an **insured** while he or she is receiving Short Term Disability payments under the Summary of Benefits.

#### ***INITIAL RATE GUARANTEE***

Refer to the Rate Information Amendment(s).

### ***WHEN IS PREMIUM DUE FOR THIS SUMMARY OF BENEFITS?***

Premium Due Dates: Premium due dates are based on the Premium Due Dates shown in the Rate Information Amendment(s).

The **Employer** must send all premiums to the **Policyholder**, who in turn, must send all premiums to Unum on or before their respective due date. The premium must be paid in United States dollars.

### ***WHEN ARE INCREASES OR DECREASES IN PREMIUM DUE?***

Premium increases or decreases which take effect during a policy month are adjusted and due on the next premium due date following the change. Changes will not be pro-rated daily.

If premiums are paid on other than a monthly basis, premiums for increases and decreases will result in a monthly pro-rated adjustment on the next premium due date.

Unum will only adjust premium for the current policy year and the prior policy year. In the case of fraud, premium adjustments will be made for all policy years.

### ***WHAT INFORMATION DOES UNUM REQUIRE FROM THE EMPLOYER?***

The **Employer** must provide Unum with the following on a regular basis:

- information about **employees**:
  - who are eligible to become insured;
  - whose amounts of coverage change; and/or
  - whose coverage ends;
- occupational information and any other information that may be required to manage a claim; and
- any other information that may be reasonably required.

**Employer** records that, in Unum's opinion, have a bearing on the **Policy** or this Summary of Benefits will be available for review by Unum at any reasonable time.

Clerical error or omission by Unum will not:

- prevent an **employee** from receiving coverage;
- affect the amount of an **insured's** coverage; or
- cause an **employee's** coverage to begin or continue when the coverage would not otherwise be effective.

**WHO CAN CANCEL OR MODIFY THIS SUMMARY OF BENEFITS OR A SHORT TERM DISABILITY PLAN UNDER THIS SUMMARY OF BENEFITS?**

This Summary of Benefits or a short term disability plan under this Summary of Benefits can be cancelled:

- by Unum;
- by the **Employer**; or
- by the **Policyholder**.

Unum may cancel or offer to modify this Summary of Benefits or a short term disability plan under this Summary of Benefits if:

- there is less than 75% participation of those eligible **employees** who pay all or part of their premium for a short term disability plan; or
- there is less than 100% participation of those eligible **employees** for an **Employer** paid short term disability plan;
- the **Employer** does not promptly provide Unum with information that is reasonably required;
- the **Employer** fails to perform any of its obligations that relate to the **Policy** or this Summary of Benefits;
- fewer than 10 **employees** are insured under a short term disability plan;
- the premium is not paid in accordance with the provisions of this Summary of Benefits that specify whether the **Employer**, the **employee**, or both, pays the premiums;
- the **Employer** does not promptly report to Unum the names of any **employees** who are added or deleted from the eligible group;
- there is a significant change in the size, occupation or age of the eligible group as a result of a corporate transaction such as a merger, divestiture, acquisition, sale, or reorganization of the **Employer** and/or its **employees**; or
- the **Employer** fails to pay any portion of the premium within the 90 day **grace period**.

If Unum cancels or modifies this Summary of Benefits or a short term disability plan under this Summary of Benefits, for reasons other than the **Employer's** and/or the **Policyholder's** failure to pay premium, a written notice will be delivered to the **Employer** and the **Policyholder** at least 31 days prior to the cancellation date or modification date. The **Policyholder** will notify the **Employer** in writing in advance of the date of cancellation. The **Employer** and/or the **Policyholder** may cancel this Summary of Benefits or a short term disability plan under this Summary of Benefits if the modifications are unacceptable.

If any portion of the premium is not paid during the **grace period**, this Summary of Benefits will terminate automatically at the end of the **grace period**. The **Employer** is liable for premium for coverage during the **grace period**. All premium due for the full period each plan is in force must be paid to Unum. Unum will not cancel this

Summary of Benefits or a short term disability plan under this Summary of Benefits during a period for which the **Employer** has paid premium.

The **Employer** or the **Policyholder** may cancel this Summary of Benefits or a short term disability plan under this Summary of Benefits by written notice delivered to Unum at least 31 days prior to the cancellation date. When the **Policyholder** and Unum agree or the **Employer** and Unum agree, this Summary of Benefits or a short term disability plan can be cancelled on an earlier date. If Unum, the **Policyholder** or the **Employer** cancels this Summary of Benefits or a short term disability plan, coverage will end at 12:00 midnight on the date of cancellation.

If this Summary of Benefits or a short term disability plan under this Summary of Benefits is cancelled, the cancellation will not affect a **payable claim** incurred during the term of this Summary of Benefits.

This Summary of Benefits will terminate and coverage will end at 12:00 midnight on the day that:

- the **Policy** issued to the **Policyholder** terminates; or
- an **Employer** discontinues or terminates its membership with the **Policyholder**;
- an **Employer's** participation in the **Policy** is discontinued or terminated;
- an **Employer's** eligibility to participate in the **Policy** ends.

#### **WHO CAN CANCEL OR MODIFY THE POLICY?**

The **Policy** can be cancelled:

- by Unum; or
- by the **Policyholder**.

Unum may cancel or modify the **Policy** if:

- the **Policyholder** does not promptly provide Unum with information that is reasonably required; or
- the **Policyholder** fails to perform any of its obligations that relate to the **Policy**; or
- the **Policyholder** does not promptly report to Unum the names of Employers who become or are removed as participating **Employers** under the **Policy**; or
- the **Policyholder** does not promptly report to Unum the names of any **employees** who are added or deleted from the eligible group; or
- the **Policyholder** fails to pay any premium within the 90 day **grace period**.

If Unum cancels or modifies the **Policy**, for reasons other than the **Policyholder's** failure to pay premium, a written notice will be delivered to the **Policyholder** at least 31 days prior to the cancellation date. The **Policyholder** will notify each **Employer** in writing in advance of the date of cancellation. The **Policyholder** may cancel the **Policy** if the modifications are unacceptable.

The **Policyholder** may cancel the **Policy** or an **Employer's** Summary of Benefits by providing Unum written notice at least 31 days prior to the cancellation date. When both the **Policyholder** and Unum agree, the **Policy** or an **Employer's** Summary of Benefits can be cancelled on an earlier date. In either event, the **Policyholder** will notify each **Employer** in writing in advance of the date of cancellation.

If Unum or the **Policyholder** cancels the **Policy**, coverage provided to each **Employer** will end at 12:00 midnight on the date of cancellation. If the Policy is cancelled, the cancellation will not affect a payable claim incurred during the term of the **Policy**.

***WHAT HAPPENS TO AN EMPLOYEE'S COVERAGE UNDER THIS SUMMARY OF BENEFITS WHILE HE OR SHE IS ON A FAMILY AND MEDICAL LEAVE OF ABSENCE FROM THE EMPLOYER?***

**We** will continue the **employee's** coverage in accordance with the **Employer's** Human Resource policy on family and medical leaves of absence if premium payments continue and the **Employer** approved the **employee's** leave in writing.

Coverage will be continued until the end of the later of:

1. the leave period required by the federal Family and Medical Leave Act of 1993 and any amendments; or
2. the leave period required by applicable state law.

If the **Employer's** Human Resource policy doesn't provide for continuation of an **employee's** coverage during a family and medical **leave of absence**, the **employee's** coverage will be reinstated when he or she returns to **active employment**.

**We** will not:

- apply a new **waiting period**; or
- apply a new pre-existing conditions exclusion; or
- require **evidence of insurability**.

***DIVISIONS, SUBSIDIARIES OR AFFILIATED COMPANIES INCLUDE:***

NAME/LOCATION (CITY AND STATE)

None

## CERTIFICATE SECTION

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 Summary of Benefits (issued to the **Employer**), the Summary of Benefits will govern. Your coverage may be cancelled or changed in whole or in part under the terms and provisions of the Summary of Benefits.

The Summary of Benefits 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 Summary of Benefits, all days begin at 12:01 a.m. and end at 12:00 midnight at the **Employer's** address.

**Employer's Name:** Golden Gate University

**Identification Number:** 911941 001

**Employer's Plan Effective Date:** August 1, 2019

**Short Term Disability Plan:** August 1, 2019

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

## GENERAL PROVISIONS

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

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

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

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

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

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

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

All full-time faculty and staff of Golden Gate University working 25 hours per week in **active employment** in the United States with the **Employer**.

Temporary and seasonal workers are excluded from coverage.

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

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

For **employees** in an eligible group on or before August 1, 2019: None

For **employees** entering an eligible group after August 1, 2019: 60 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 Summary of Benefits' provisions apply.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

Once your coverage begins, any increased or additional coverage will take effect immediately if **you** are in **active employment** or if **you** are on a covered **layoff** or **leave of absence**. If **you** are not in **active employment** due to **injury** or **sickness**, any increased or additional coverage will begin on the date **you** return to **active employment**.

Any decrease in coverage will take effect immediately but will not affect a **payable claim** that occurs prior to the decrease.

### ***WHEN DOES YOUR COVERAGE END?***

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

- the date the Master **Policy** is cancelled;
- the date your **Employer** is no longer a participating member of the Trust;
- the date the Summary of Benefits or your coverage under the Summary of Benefits is cancelled;
  
- the date **you** no longer are in an eligible group;
- the date your eligible group is no longer covered;
- the last day of the period for which **you** made any required contributions; or
- the last day **you** are in **active employment**.

However, coverage will continue:

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

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

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

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

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

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

### ***DOES THE SUMMARY OF BENEFITS REPLACE OR AFFECT ANY WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE?***

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

### ***DOES THE POLICYHOLDER ACT AS YOUR AGENT OR UNUM'S AGENT?***

For purposes of the **Policy** and the Summary of Benefits, the **Policyholder** acts on its own behalf, as your **Employer's** agent or as your agent. Under no circumstances will the **Policyholder** be deemed the agent of Unum.

## SHORT TERM DISABILITY

### BENEFIT INFORMATION

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

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

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

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

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

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

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

Benefits begin on the later of:

- 90 days after the date the **disability** occurs due to an **injury**; or
- 90 days after the date the **disability** occurs due to a **sickness**.

Your **elimination period** is a period of continuous **total disability** and/or **partial disability** which must be satisfied before **you** are eligible to receive benefits. Your benefits will begin after the **elimination period** is completed.

**You** must be **totally disabled** and/or **partially disabled** through your **elimination period**.

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

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

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

- consider and interpret the Summary of Benefits and all information obtained by **us** and submitted by **you** that relates to your claim for benefits and make **our** determination of your eligibility for benefits based on that information and in accordance with the Summary of Benefits and applicable laws;
- if **we** approve your claim, review **our** decision to approve your claim for benefits as often as is reasonably necessary to determine your continued eligibility for benefits; and
- if **we** deny your claim, explain in writing to **you** the basis for an adverse determination in accordance with the Summary of Benefits as described in the provision entitled "**WHAT NOTIFICATION WILL YOU RECEIVE IF YOUR CLAIM IS DENIED?**"

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

### **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.

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

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

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

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

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

1. Your **gross disability payment** is 66.6667% of your **weekly pre-disability earnings** to a maximum of \$3,461 per week.
2. Subtract from your **gross disability payment** any **benefit reductions**. This is your **weekly payment**.
3. Your **weekly payment** will be adjusted by any **disability earnings** as follows:
  - a. During the first 12 months of payments, while working, add your weekly **disability earnings** to your **gross disability payment**.

If the answer from Item 3a is less than or equal to 100% of your **indexed weekly pre-disability earnings**, Unum will not further reduce your **weekly payment**.

If the answer from Item 3a is more than 100% of your **indexed weekly pre-disability earnings**, Unum will subtract the amount over 100% from your **weekly payment**.

- b. After 12 months of payments, while working, **you** will receive payments based on the percentage of income **you** are losing due to your **disability** as follows:
  - i. Subtract your **disability earnings** from your **weekly pre-disability earnings**.
  - ii. Divide the answer in item i by your **weekly pre-disability earnings**. This is your percentage of lost earnings.
  - iii. Multiply your **weekly payment** by the answer in item ii.

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

Unum may require **you** to send proof of your **disability earnings** each week if these records are not available from your **Employer**. **We** will adjust your **weekly payment** based on your **disability earnings**.

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

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

1. Your **gross disability payment** is 66.6667% of your **weekly pre-disability earnings** to a maximum of \$3,461 per week.
2. Subtract from your **gross disability payment** any **benefit reductions**. This is your **weekly payment**.
3. Your **weekly payment** will be adjusted by any **disability earnings** as follows:
  - a. During the first 12 months of payments, while working, add your weekly **disability earnings** to your **gross disability payment**.

If the answer from Item 3a is less than or equal to 100% of your **indexed weekly pre-disability earnings**, Unum will not further reduce your **weekly payment**.

If the answer from Item 3a is more than 100% of your **indexed weekly pre-disability earnings**, Unum will subtract the amount over 100% from your **weekly payment**.

- b. After 12 months of payments, while working, **you** will receive payments based on the percentage of income **you** are losing due to your **disability** as follows:
  - i. Subtract your **disability earnings** from your **weekly pre-disability earnings**.
  - ii. Divide the answer in item i by your **weekly pre-disability earnings**. This is your percentage of lost earnings.
  - iii. Multiply your **weekly payment** by the answer in item ii.

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

Unum may require **you** to send proof of your **disability earnings** each week if these records are not available from your **Employer**. **We** will adjust your **weekly payment** based on your **disability earnings**.

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**.

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

"**Weekly Pre-disability 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 PRE-DISABILITY EARNINGS IF YOU BECOME DISABLED DURING A COVERED LAYOFF OR LEAVE OF ABSENCE?**

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

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

If your **disability earnings** routinely fluctuate widely from week to week, Unum will average your **disability earnings** over the most recent 3 weeks to determine if your claim should remain open. **We** will not use this average to determine your **weekly payment**.

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 pre-disability earnings**.

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

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

1. The amount that **you** receive or are entitled to receive as disability income payments under any:
  - state compulsory benefit **act** or **law**.

- **governmental retirement system.**
2. The amount that **you** receive:
    - as disability payments 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**.

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

**We** will not reduce your benefit by amounts rolled over or transferred to any eligible **retirement plan**.
  4. The amount that **you**, your dependent spouse and children receive or are entitled to receive as disability payments because of your **disability** under:
    - the United States Social Security **Act**.
    - the Canada Pensions **Plan**.
    - the Quebec Pension **Plan**.
    - any similar **plan** or **act**.

If **you** receive a lump sum payment from any **benefit reductions**, 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**.

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

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

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

## **WHAT IF SUBTRACTING BENEFIT REDUCTIONS RESULTS IN A BENEFIT OF \$25 OR LESS?**

The **weekly payment** will be \$25.

Unum may apply this amount toward an outstanding overpayment.

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

If **you** are entitled to benefits under Item(s) 1 and 4 in the **benefit reductions** section, **you** have an obligation to apply for those benefits.

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

When **we** have both a reasonable, good faith belief that **you** are entitled to benefits under Item(s) 1 and 4, in the **benefit reductions** section and **we** have a means of reasonably estimating the amount payable, **we** will reduce your benefits in accordance with the provision "**HOW WILL UNUM CALCULATE YOUR DISABILITY PAYMENT IF YOU ARE TOTALLY OR PARTIALLY DISABLED?**", if:

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

Your Short Term Disability payment will NOT be reduced by the estimated amount if **you** apply for the disability payments under Item(s) 1 and 4, in the **benefit reductions** section and pursue these benefits with reasonable diligence.

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

If **you** receive a lump sum payment from any **benefit reduction**, the lump sum will be pro-rated on a 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 39 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 short term disability plan;
- when **you** fail to comply with the **Evidence of Continuing Disability** section;



- the date **you** fail to submit to any reasonable request to be examined by a **physician** of **our** choice without just cause;
- the date the most recent 3 week average of your **disability earnings** exceed 80% of your **weekly pre-disability earnings** if **you** are **totally disabled** or **partially disabled**;
- the date **you** die.

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

Unum has the right to recover any overpayments due to:

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

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

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

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

Your short term disability plan does not cover any disabilities caused 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 felony for which **you** have been convicted.
- war, declared or undeclared, or any act of war.

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

### ***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 short term disability 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 short term disability 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 Summary of Benefits' provisions.

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

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

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

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

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

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

## SHORT TERM DISABILITY

## OTHER BENEFIT FEATURES

### ***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. In order to be eligible for rehabilitation services and benefits, **you** must be medically able to engage in a return to work program.

**We** will review your claim file to determine if a rehabilitation program might help **you** to perform the **substantial and material acts** of your **usual occupation** with your **Employer** or another occupation in which **you** could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, physical and mental capacity. 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 program developed specifically for **you** with input from **you**, your **physician**, your **Employer**, if needed, and **us**. The plan will start when a written agreement is signed by **you**, Unum and your **Employer**, if needed.

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 occupation.

### ***WHEN WILL REHABILITATION AND RETURN TO WORK ASSISTANCE PROGRAM END?***

Your 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.

## STATE REQUIREMENTS

### CALIFORNIA CONTACT NOTICE

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

**CALLING:**

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

**-OR-**

**WRITING TO:**

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

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

**CALLING:**

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

**-OR-**

**WRITING TO:**

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

**WHEN CALLING OR WRITING TO THE INSURANCE COMPANY, PLEASE PROVIDE YOUR INSURANCE SUMMARY OF BENEFITS IDENTIFICATION NUMBER.**

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

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

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

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

## GLOSSARY

**ACTIVE EMPLOYMENT** means **you** are working for your **Employer** for earnings that are paid regularly and that **you** are performing the **substantial and material acts** of your **usual occupation**. **You** must be working at least 25 hours per week.

Your work site must be:

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

Normal vacation is considered **active employment**.

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

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

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

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

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

**EMPLOYER** means a participating member of the **Policyholder**, who is eligible, has elected and has been approved by Unum for coverage under the **Policy** issued to the **Policyholder** as named on the first page of a Summary of Benefits issued by Unum and in all amendments. **Employer** also includes any division, subsidiary or affiliated company named in a Summary of Benefits.

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

**GOVERNMENTAL RETIREMENT SYSTEM** means a plan which is part of any federal, state, county, municipal or association retirement system, including but not limited to, a state teachers retirement system, public employees retirement system or other similar retirement system for state or local government employees providing for the payment of retirement and/or disability benefits to individuals.

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

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

**INDEXED WEEKLY PRE-DISABILITY EARNINGS** means your **weekly pre-disability earnings** adjusted on each anniversary of benefit payments by the current annual percentage increase in the Consumer Price Index. Your **indexed weekly pre-disability earnings** may increase or remain the same, but will never decrease.

The Consumer Price Index (CPI-U) is published by the U.S. Department of Labor. Unum reserves the right to use some other similar measurement if the Department of Labor changes or stops publishing the CPI-U.

Indexing is only used as a factor in the determination of the percentage of lost earnings while **you** are disabled and working.

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

**INSURED** means any person covered under the Summary of Benefits.

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

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

**LAYOFF** or **LEAVE OF ABSENCE** means **you** are temporarily absent from **active employment** for a period of time that has been agreed to in advance in writing by your **Employer**.

Your normal vacation time or any period of **disability** is not considered a temporary **layoff** or **leave of absence**.

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

**MAXIMUM WEEKLY BENEFIT** means the total benefit amount for which an **employee** is eligible under this short term disability plan subject to the terms of the Summary of Benefits.

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

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

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

**PHYSICIAN** means:

- a person who is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction and is performing tasks that are within the limits of his or her medical license; or

- a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients.

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

**POLICY** means the group **Policy** issued to the **Policyholder** in which an **Employer** is a participating member.

**POLICYHOLDER** means the Association of Independent California Colleges and Universities, named on the first page of the **Policy**, the first page of each **Employer's** Summary of Benefits and in all amendments.

**REGULAR CARE** means:

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

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

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

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

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

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

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

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



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

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

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

**WEEKLY PRE-DISABILITY EARNINGS** means your gross weekly income from your **Employer** as defined in the short term disability plan.

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

## LONG TERM DISABILITY/SHORT TERM DISABILITY

### THE FOLLOWING NOTICES AND CHANGES TO YOUR COVERAGE ARE REQUIRED BY CERTAIN STATES. PLEASE READ CAREFULLY.

State variations apply and are subject to change. Consult your employer or plan administrator for the most current state provisions that may apply to you.

If you have a complaint about your insurance you may contact Unum at 1-800-321-3889, or the department of insurance in your state of residence. Links to the websites of each state department of insurance can be found at [www.naic.org](http://www.naic.org).

Si usted tiene alguna queja acerca de su seguro puede comunicarse con Unum al 1-800-321-3889, o al departamento de seguros de su estado de residencia. Puede encontrar enlaces a los sitios web de los departamentos de seguros de cada estado en [www.naic.org](http://www.naic.org).

The states of **Florida and Maryland** require us to advise residents of those states that if your Certificate was issued in a jurisdiction other than the state in which you reside, it may not provide all of the benefits required by the laws of your residence state.

Full effect will be given to your state's civil union, domestic partner and same sex marriage laws to the extent they apply to you under a group insurance policy issued in another state.

**If you are a resident of one of the states noted below, and the provisions referenced below appear in your Certificate in a form less favorable to you as an insured, they are amended as follows:**

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#### For residents of Colorado:

The **Pre-existing Condition** exclusion in the **OTHER FEATURES** provision of the **BENEFITS AT A GLANCE** section of the policy is amended so that if the last number is greater than 12 months, it is reduced to 12 months and any **Pre-existing Condition** exclusion in the **BENEFIT INFORMATION** section of the policy is amended so that it will be applied only if the disability begins in the first 12 months after the insured's effective date of coverage for the applicable benefit, or such shorter time as provided in the policy.

The **WHAT DISABILITIES ARE NOT COVERED UNDER YOUR PLAN?** provision in the **BENEFIT INFORMATION** section of the policy and in the **SPOUSE DISABILITY BENEFIT** provision in the **OTHER BENEFIT FEATURES** section of the policy is amended to provide that any exclusion for disabilities caused by, contributed to by, or resulting from your intentionally self-inflicted injuries will be applied only if you were sane when the injury was inflicted.

#### For residents of Louisiana:

The **HOW CAN STATEMENTS IN YOUR APPLICATION FOR THIS COVERAGE BE USED?** provision in the **GENERAL PROVISIONS** section of the policy is amended to provide that, except for fraud, misstatements made in your application cannot be used to reduce or deny coverage if your coverage has been in force for at least 3 years.

### For residents of Minnesota:

The ***HOW CAN STATEMENTS IN YOUR APPLICATION FOR THIS COVERAGE BE USED?*** provision in the **GENERAL PROVISIONS** section of the policy is amended to provide that, except for fraud, misstatements made in your application cannot be used to reduce or deny coverage if your coverage has been in force for at least 2 years.

The ***WHAT ARE DEDUCTIBLE SOURCES OF INCOME?*** provision in the **BENEFIT INFORMATION** section of the policy is amended so that deductible sources of income will not include any amounts you receive as mandatory portions of any "no fault" motor vehicle plan or any amounts received from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise, until after you have been fully compensated from this other source.

The **Pre-existing Condition** exclusion in the **BENEFIT INFORMATION** section of the policy will be applied by deleting the phrase "or you had symptoms for which an ordinarily prudent person would have consulted a health care provider."

If your coverage includes the **Spouse Disability Rider** benefit the exclusions for mental illness and alcoholism applicable to the rider are removed.

### For residents of Montana:

The **Pre-existing Condition** exclusion in the **OTHER FEATURES** provision of the **BENEFITS AT A GLANCE** section of the policy is amended so that if the last number is greater than 12 months, it is reduced to 12 months and any **Pre-existing Condition** exclusion in the **BENEFIT INFORMATION** section of the policy is amended so that it will be applied only if the disability begins in the first 12 months after the insured's effective date of coverage for the applicable benefit, or such shorter time as provided in the policy.

The definition of pre-existing condition found in the provisions ***WHAT DISABILITIES ARE NOT COVERED UNDER YOUR PLAN?*** and ***WHAT DISABILITIES ARE NOT COVERED FOR A COST OF LIVING INCREASE?*** in the **BENEFIT INFORMATION** section of the policy, is amended to limit a pre-existing condition to "a sickness or injury for which you received medical advice or treatment from a provider of health care services or medical advice or treatment was recommended by a provider of health care services" during the time period specified in the policy.

### For residents of New Hampshire:

The **Pre-existing Condition** exclusion in the **OTHER FEATURES** provision of the **BENEFITS AT A GLANCE** section of the policy is amended so that if the last number is greater than 12 months, it is reduced to 12 months and any **Pre-existing Condition** exclusion in the **BENEFIT INFORMATION** section of the policy is amended so that it will be applied only if the disability begins in the first 12 months after the insured's effective date of coverage for the applicable benefit, or such shorter time as provided in the policy.

The ***HOW CAN STATEMENTS IN YOUR APPLICATION FOR THIS COVERAGE BE USED?*** provision in the **GENERAL PROVISIONS** section of the policy is amended to provide that, except for fraud, misstatements made in your application cannot be used to reduce or deny coverage if your coverage has been in force for at least 2 years.

**For residents of North Carolina:**

The definition of pre-existing condition found in the provisions **WHAT DISABILITIES ARE NOT COVERED UNDER YOUR PLAN?** and **WHAT DISABILITIES ARE NOT COVERED FOR A COST OF LIVING INCREASE?** in the **BENEFIT INFORMATION** section of the policy, is amended by removing any reference to "symptoms arising from the sickness or injury, whether diagnosed or not."

**For residents of South Carolina:**

The **Pre-existing Condition** exclusion in the **OTHER FEATURES** provision of the **BENEFITS AT A GLANCE** section of the policy is amended so that if the last number is greater than 12 months, it is reduced to 12 months and any **Pre-existing Condition** exclusion in the **BENEFIT INFORMATION** section of the policy is amended so that it will be applied only if the disability begins in the first 12 months after the insured's effective date of coverage for the applicable benefit, or such shorter time as provided in the policy.

The **WHAT IF YOU HAVE A DISABILITY DUE TO A PRE-EXISTING CONDITION WHEN YOUR EMPLOYER CHANGES INSURANCE CARRIERS TO UNUM?** provision in the **BENEFIT INFORMATION** section of the policy, is amended to provide that Unum will credit the pre-existing condition period you satisfied under another similar group disability policy if you were covered under the prior policy within 30 days of being effective under this policy and you applied for this coverage when you first became eligible.

**For residents of South Dakota:**

The **Pre-existing Condition** limitation in the **OTHER FEATURES** provision of the **BENEFITS AT A GLANCE** section of the policy is amended so that if the last number is greater than 12 months, it is reduced to 12 months and any **Pre-existing Condition** limitation in the **BENEFIT INFORMATION** section of the policy is amended so that it will be applied only if the disability begins in the first 12 months after the insured's effective date of coverage for the applicable benefit, or such shorter time as provided in the policy.

**For residents of Texas:**

The **HOW CAN STATEMENTS IN YOUR APPLICATION FOR THIS COVERAGE BE USED?** provision in the **GENERAL PROVISIONS** section of the policy is amended to provide that, except for fraud, misstatements made in your application cannot be used to reduce or deny coverage if your coverage has been in force for at least 2 years.

The **Pre-existing Condition** exclusion in the **BENEFIT INFORMATION** section of the policy will be applied by deleting the phrase "or you had symptoms for which an ordinarily prudent person would have consulted a health care provider."

**For residents of Utah:**

The **Pre-existing Condition** exclusion in the **OTHER FEATURES** provision of the **BENEFITS AT A GLANCE** section of the policy is amended so that if the last number is greater than 12 months, it is reduced to 12 months and any **Pre-existing Condition** exclusion in the **BENEFIT INFORMATION** section of the policy is amended so that it

will be applied only if the disability begins in the first 12 months after the insured's effective date of coverage for the applicable benefit, or such shorter time as provided in the policy.

The **HOW CAN STATEMENTS IN YOUR APPLICATION FOR THIS COVERAGE BE USED?** provision in the **GENERAL PROVISIONS** section of the policy is amended to provide that, except for fraud, misstatements made in your application cannot be used to reduce or deny coverage if your coverage has been in force for at least 2 years.

**For residents of Vermont:**

If the policy is marketed in Vermont, the policyholder has a principal office or is organized in Vermont, or there are more than 25 Vermont residents insured under the policy:

The limitation specifying the number of months payments will be made for a disability caused by a mental and nervous condition is removed.

The **MINIMUM HOURS REQUIREMENT** stated in the **BENEFITS AT A GLANCE** section of the policy is reduced to 17.5 hours per week.

The **Pre-existing Condition** exclusion in the **OTHER FEATURES** provision of the **BENEFITS AT A GLANCE** section of the policy is amended so that if the last number is greater than 12 months, it is reduced to 12 months and any **Pre-existing Condition** exclusion in the **BENEFIT INFORMATION** section of the policy is amended so that it will be applied only if the disability begins in the first 12 months after the insured's effective date of coverage for the applicable benefit, or such shorter time as provided in the policy.

**For residents of West Virginia:**

The **Pre-existing Condition** exclusion in the **OTHER FEATURES** provision of the **BENEFITS AT A GLANCE** section of the policy is amended so that if the last number is greater than 12 months, it is reduced to 12 months and any **Pre-existing Condition** exclusion in the **BENEFIT INFORMATION** section of the policy is amended so that it will be applied only if the disability begins in the first 12 months after the insured's effective date of coverage for the applicable benefit, or such shorter time as provided in the policy.

**For residents of Wisconsin:**

The **Pre-existing Condition** exclusion in the **OTHER FEATURES** provision of the **BENEFITS AT A GLANCE** section of the policy is amended so that if the last number is greater than 12 months, it is reduced to 12 months and any **Pre-existing Condition** exclusion in the **BENEFIT INFORMATION** section of the policy is amended so that it will be applied only if the disability begins in the first 12 months after the insured's effective date of coverage for the applicable benefit, or such shorter time as provided in the policy.

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

**APPLICABILITY OF ERISA**

If the Summary of Benefits 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 Summary of Benefits, including your certificate of coverage, and any additional summary plan description information provided by the Plan Administrator. Benefit determinations are controlled exclusively by the Summary of Benefits, 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 Summary of Benefits. Unum and the Plan have an equitable lien over such sources of income until any benefit overpayments have been recovered in full.



**Addendum to the "Additional Summary Plan Description Information"  
included with your certificate of coverage or policy  
and effective for claims filed on or after April 1, 2018.**

The regulations governing ERISA disability claims and appeals have been amended. The amended regulations apply to disability claims filed on or after April 1, 2018. To the extent the Additional Summary Plan Description Information included with your certificate of coverage or policy conflicts with these new requirements, these new rights and procedures will apply.

These new rights and procedures include:

Any cancellation or discontinuance of your disability coverage that has a retroactive effect will be treated as an adverse benefit determination, except in the case of failure to timely pay required premiums or contributions toward the cost of coverage.

If you live in a county with a significant population of non-English speaking persons, the plan will provide, in the non-English language(s), a statement of how to access oral and written language services in those languages.

For any adverse benefit determination, you will be provided with an explanation of the basis for disagreeing or not following the views of: (1) health care professionals who have treated you or vocational professionals who have evaluated you; (2) the advice of medical or vocational professionals obtained on behalf of the plan; and (3) any disability determination made by the Social Security Administration regarding you and presented to the plan by you.

For any adverse benefit determination, you will be given either the specific internal rules, guidelines, protocols, standards or other similar criteria of the plan relied upon in making that decision, or a statement that such rules, etc. do not exist.

Prior to a final decision being made on an appeal, you will have the opportunity to review and respond to any new or additional rationale or evidence considered, relied upon, or generated by the plan in connection with your claim.

If an adverse benefit determination is upheld on appeal, you will be given notice of any applicable contractual limitations period that applies to your right to bring legal proceedings and the calendar date on which that period expires.

Should the plan fail to establish or follow ERISA required disability claims procedures, you may be entitled to pursue legal remedies under section 502(a) of the Act without exhausting your administrative remedies, as more completely set forth in section 503-1(l).

## **Our Commitment to Privacy**

We understand your privacy is important. We value our relationship with you and are committed to protecting the confidentiality of nonpublic personal information (NPI). This notice explains why we collect NPI, what we do with NPI and how we protect your privacy.

### **COLLECTING INFORMATION**

We collect NPI about our customers to provide them with insurance products and services. This may include telephone number, address, date of birth, occupation, income and health history. We may receive NPI from your applications and forms, medical providers, other insurers, employers, insurance support organizations and service providers.

### **SHARING INFORMATION**

We share the types of NPI described above primarily with people who perform insurance, business and professional services for us, such as helping us pay claims and detect fraud. We may share NPI with medical providers for insurance and treatment purposes. We may share NPI with an insurance support organization. The organization may retain the NPI and disclose it to others for whom it performs services. In certain cases, we may share NPI with group policyholders for reporting and auditing purposes. We may share NPI with parties to a proposed or final sale of insurance business or for study purposes. We may also share NPI when otherwise required or permitted by law, such as sharing with governmental or other legal authorities. When legally necessary, we ask your permission before sharing NPI about you. Our practices apply to our former, current and future customers.

Please be assured we do not share your health NPI to market any product or service. We also do not share any NPI to market non-financial products and services. For example, we do not sell your name to catalog companies.

The law allows us to share NPI as described above (except health information) with affiliates to market financial products and services. The law does not allow you to restrict these disclosures. We may also share with companies that help us market our insurance products and services, such as vendors that provide mailing services to us. We may share with other financial institutions to jointly market financial products and services. When required by law, we ask your permission before we share NPI for marketing purposes.

When other companies help us conduct business, we expect them to follow applicable privacy laws. We do not authorize them to use or share NPI except when necessary to conduct the work they are performing for us or to meet regulatory or other governmental requirements.

Unum companies, including insurers and insurance service providers, may share NPI about you with each other. The NPI might not be directly related to our transaction or experience with you. It may include financial or other personal information such as employment history. Consistent with the Fair Credit Reporting Act, we ask your permission before sharing NPI that is not directly related to our transaction or experience with you.

### **COVERAGE DECISIONS**

If we decide not to issue coverage to you, we will provide you with the specific reason(s) for our decision. We will also tell you how to access and correct certain NPI.

## **ACCESS TO INFORMATION**

You may request access to certain NPI we collect to provide you with insurance products and services. You must make your request in writing and send it to the address below. The letter should include your full name, address, telephone number and policy number if we have issued a policy. If you request, we will send copies of the NPI to you. If the NPI includes health information, we may provide the health information to you through a health care provider you designate. We will also send you information related to disclosures. We may charge a reasonable fee to cover our copying costs.

This section applies to NPI we collect to provide you with coverage. It does not apply to NPI we collect in anticipation of a claim or civil or criminal proceeding.

## **CORRECTION OF INFORMATION**

If you believe the NPI we have about you is incorrect, please write to us. Your letter should include your full name, address, telephone number and policy number if we have issued a policy. Your letter should also explain why you believe the NPI is inaccurate. If we agree with you, we will correct the NPI and notify you of the correction. We will also notify any person who may have received the incorrect NPI from us in the past two years if you ask us to contact that person.

If we disagree with you, we will tell you we are not going to make the correction. We will give you the reason(s) for our refusal. We will also tell you that you may submit a statement to us. Your statement should include the NPI you believe is correct. It should also include the reason(s) why you disagree with our decision not to correct the NPI in our files. We will file your statement with the disputed NPI. We will include your statement any time we disclose the disputed NPI. We will also give the statement to any person designated by you if we may have disclosed the disputed NPI to that person in the past two years.

## **SAFEGUARDING INFORMATION**

We have physical, electronic and procedural safeguards that protect the confidentiality and security of NPI. We give access only to employees who need to know the NPI to provide insurance products or services to you.

## **CONTACTING US**

For additional information about Unum's commitment to privacy and to view a copy of our HIPAA Privacy Notice, please visit [unum.com/privacy](http://unum.com/privacy) or [coloniallife.com](http://coloniallife.com). You may also write to: Privacy Officer, Unum, 2211 Congress Street, C476, Portland, Maine 04122.

*We reserve the right to modify this notice. We will provide you with a new notice if we make material changes to our privacy practices.*

*Unum is providing this notice to you on behalf of the following insuring companies: Unum Life Insurance Company of America, Unum Insurance Company, First Unum Life Insurance Company, Provident Life and Accident Insurance Company, Provident Life and Casualty Insurance Company, Colonial Life & Accident Insurance Company and The Paul Revere Life Insurance Company.*

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MK-1883 (09/15)

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

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

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

### **COVERAGE**

#### **Persons Covered**

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

#### **Amounts of Coverage**

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

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

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

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

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

##### **Health Insurance**

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

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

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

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

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

## **NOTICES**

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

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

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

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