

# **Group Voluntary Long Term Disability Insurance**

**Designed for Employees of**

**Louisiana State University System**







**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**  
Simsbury, Connecticut  
(A stock insurance company)

**Having issued Group Policy No. 83116904**

**to**

**Louisiana State University System**

**(herein called the Employer)**

**CERTIFICATE OF INSURANCE**

CERTIFIES that *You* are insured provided that *You* qualify under the ELIGIBILITY provision, become insured and remain insured in accordance with the terms of the policy. *Your* insurance is subject to all the definitions, limitations and conditions of the policy. It takes effect on the effective date stated in the EFFECTIVE DATE provision.

This certificate describes *Your* eligibility for benefits and the terms and provisions of the policy. It replaces and cancels any other certificate previously issued to *You* under the policy.

CDI-1AB

Signed for Hartford Life and Accident Insurance Company

**Richard G. Costello, Secretary**

**Thomas M. Marra, President**

**Group Long Term Disability Certificate**

# TABLE OF CONTENTS

<b>PROVISION</b>	<b>PAGE</b>
<i>Schedule Of Benefits</i> .....	3
<i>Eligibility And Effective Dates</i> .....	6
<i>Long Term Disability Benefits</i> .....	8
<i>Exclusions And Limitations</i> .....	12
<i>Termination Of Coverage</i> .....	13
<i>Supplemental Benefits And Services</i> .....	14
<i>Survivor Income Benefit</i> .....	14
<i>Catastrophic Disability Benefit</i> .....	14
<i>Caregiver Respite Benefit</i> .....	15
<i>Caregiver Training Benefit</i> .....	15
<i>Emergency Alert System Benefit</i> .....	16
<i>Presumptive Disability Benefit</i> .....	16
<i>Conversion Privilege</i> .....	17
<i>Claim Services</i> .....	18
<i>Filing A Claim</i> .....	19
<i>Uniform Provisions</i> .....	22
<i>Definitions</i> .....	23

Note: All terms in *italics* are listed and defined in the Definitions section or within the certificate itself.

CDI-3AA

## **SCHEDULE OF BENEFITS**

**Effective as of: January 1, 2003**

**Employer:** Louisiana State University System  
**Policy Number:** 83116904  
**Effective Date:** January 1, 2003

### **Class 1**

**Eligibility:** All Active Salaried Academic, Unclassified and Classified Employees working at 75% full-time employment or greater who are paid and appointed to a position for more than 120 days or one regular academic semester and who are enrolled in Plan 2 prior to January 1, 2001 but excludes Employees who are enrolled in Plan 2. Waiting period is 1st of the month following full-time hire date.

### **Class 2**

**Eligibility:** All Active Salaried Academic, Unclassified and Classified Employees working at 75% full-time employment or greater who are paid and appointed to a position for more than 120 days or one regular academic semester. Waiting period is 1st of the month following full-time hire date.

Part-time, seasonal and temporary employees are not eligible.

**Waiting Period:** No Waiting Period

**Elimination Period:** 90 Days  
Catastrophic Disability Benefit: 180 Days

Elimination Period is extended to the later of the period shown above or the expiration of *Your* accumulated Sick Leave.

**Guaranteed Issue Benefit Limit:** \$12,000

### **Class 1/Plan 1 - 66 2/3% Plan**

**LTD Monthly Benefit:** 66 2/3% of *Monthly Earnings* to a maximum benefit of \$9,000 per month subject to reduction by deductible sources of income or *Disability Earnings*.

### **Class 2/Plan 2 - 60% Plan**

**LTD Monthly Benefit:** 60% of *Monthly Earnings* to a maximum benefit of \$12,000 per month subject to reduction by deductible sources of income or *Disability Earnings*.

**Social Security Offset Method:** Family Social Security

**Employer Contribution:** 0% of premium

**Maximum Period Payable:**

<b>Age at <i>Disability</i></b>	<b>Maximum Period Payable</b>
Age 61 or younger	To Retirement Age*
Age 62	42 months or to Retirement Age*, whichever is longer
Age 63	36 months or to Retirement Age*, whichever is longer
Age 64	30 months or to Retirement Age*, whichever is longer
Age 65	24 months or to Retirement Age*, whichever is longer
Age 66	21 months or to Retirement Age*, whichever is longer
Age 67	18 months or to Retirement Age*, whichever is longer
Age 68	15 months or to Retirement Age*, whichever is longer
Age 69 or over	12 months

**\*SOCIAL SECURITY NORMAL RETIREMENT AGES**

Based on the 1983 amendment to the Social Security Act, the following are normal retirement ages by date of birth:

<b>Year of Birth</b>	<b>Social Security Normal Retirement Age</b>
1937 or earlier	65 years
1938	65 years, 2 months
1939	65 years, 4 months
1940	65 years, 6 months
1941	65 years, 8 months
1942	65 years, 10 months
1943 – 1954	66 years
1955	66 years, 2 months
1956	66 years, 4 months
1957	66 years, 6 months
1958	66 years, 8 months
1959	66 years, 10 months
1960 or later	67 years

**Catastrophic Disability Benefit:** 12 months

**Reinstatement:**

If, after termination of an employee's coverage because of termination of employment, the employee is rehired within 12 months after the date of termination and is eligible as stated in the Eligibility provision, the employee's coverage may be reinstated. The request for reinstatement and payment of premium must be made within 31 days after becoming eligible again.

Coverage will be reinstated and become effective on the first of the month that falls on or next follows the date *Your* reinstatement is accepted by the Employer or *Us*, provided *You* are *Actively-at-Work*. If *You* are not *Actively-at-Work* on that date, the effective date of the reinstatement will be the date *You* return to *Active Work*.

If the request for reinstatement and payment of premium is not made within 31 days after the employee resumes eligibility, reinstatement will be subject to *Our* approval of the employee's *Evidence of Insurability*. *We* will notify the employee of the date of reinstatement.

Time periods for *Pre-existing Conditions* will be credited for the period between the employee's date of termination and the date of reinstatement as if there had been no break in coverage.

## ***OTHER FEATURES***

The following other features are included:

- Waiver of Premium
- Work Incentive Benefit
- Minimum Benefit
- Recurrent Disability
- Conversion Privilege
- Survivor Benefit
- Worksite Modification Benefit
- Vocational Rehabilitation Service
- Social Security Assistance
- Catastrophic Disability Benefit
  - Caregiver Respite Benefit
  - Caregiver Training Benefit
  - Emergency Alert System Benefit
- Presumptive Disability Benefit
- Continuity of Coverage

**THIS SCHEDULE OF BENEFITS CANCELS AND REPLACES ALL OTHER SCHEDULES PREVIOUSLY ISSUED TO *YOU* UNDER THE POLICY. IT OUTLINES THE POLICY FEATURES. THE FOLLOWING PAGES PROVIDE A COMPLETE DESCRIPTION OF THE PROVISIONS OF *YOUR* CERTIFICATE.**

SOBC

## **ELIGIBILITY AND EFFECTIVE DATES**

### **Class 1**

#### ***Are You eligible for this insurance?***

All Active Salaried Academic, Unclassified and Classified Employees working at 75% full-time employment or greater who are paid and appointed to a position for more than 120 days or one regular academic semester and who are enrolled in Plan 2 prior to January 1, 2001 but excludes Employees who are enrolled in Plan 2. Waiting period is 1st of the month following full-time hire date.

The waiting period is stated in the *Schedule of Benefits*.

CDI-4AA

### **Class 2**

#### ***Are You eligible for this insurance?***

All Active Salaried Academic, Unclassified and Classified Employees working at 75% full-time employment or greater who are paid and appointed to a position for more than 120 days or one regular academic semester. Waiting period is 1st of the month following full-time hire date.

Part-time, seasonal and temporary employees are not eligible.

The waiting period is stated in the *Schedule of Benefits*.

CDI-4AA

#### ***When does Your insurance become effective?***

If *You* enroll on or before the Policy Effective Date, *Your* insurance shall take effect on such Date. If *You* enroll after the Policy Effective Date but within 31 days of becoming eligible, *Your* insurance will take effect on the first of the month that falls on or next follows the date the signed enrollment form is received by *Your* Employer.

If *You* enroll more than 31 days after becoming eligible, *Your* insurance will take effect after *We* approve such Evidence of Insurability as *We* require. *You* will be notified of *Your* effective date.

If, because of *Injury* or *Sickness*, *You* are eligible but not *Actively at Work* on the date the insurance would otherwise take effect, it will take effect on the day *You* return to *Active Work* for a continuous period equal to the time *You* were not *Actively Working*. This return to *Active Work* requirement will not exceed 30 days.

CDI-5AA

#### ***What is the Guaranteed Issue Benefit Limit?***

The *Guaranteed Issue Benefit Limit* is specified in the Schedule of Benefits. This is the maximum *Gross LTD Monthly Benefit* for which *You* may be insured without the need for *Evidence of Insurability*.

If the amount of *Your Gross LTD Monthly Benefit* exceeds the *Guaranteed Issue Benefit Limit*, *You* may be insured for amounts in excess of the *Guaranteed Issue Benefit Limit* only if *We* approve *Your Evidence of Insurability*. If *We* approve *Your Evidence of Insurability* for *Your Gross LTD Monthly Benefit*, the amount of *Your Gross LTD Monthly Benefit* shall take effect on the first of the month which falls on or next follows the date *We* approve such *Evidence of Insurability*. In no event may the *Gross LTD Monthly Benefit* exceed the maximum *Gross LTD Monthly Benefit* stated in the *Schedule of Benefits*. Once *We* have approved *Evidence of Insurability* for an amount above the *Guaranteed Issue Benefit Limit*, subsequent increases in *Monthly Earnings* will not be subject to *Evidence of Insurability* requirements unless *Your Monthly Earnings* increase by 15% or more in a 12-month period.

CDI-36AHC

## **Evidence of Insurability**

If *You* are required to submit Evidence of Insurability, *You* must:

- 1) Complete and sign a health and medical history form provided by *Us*;
- 2) Submit to a medical examination, if requested;
- 3) Submit verification of *Monthly Earnings*;
- 4) Provide any additional information and attending physicians' statements that *We* require; and
- 5) Furnish all such evidence at *Your* own expense.

CDI-47AA

## **Who pays for *Your* coverage?**

*You* pay the entire cost of *Your* coverage.

CDI-6AA

## **Is premium payable while *You* receive benefits?**

*We* will waive premium for *You* during a period of *Disability* for which the *LTD Monthly Benefit* is payable under the Policy. Premium payment is required during *Your Elimination Period* or any other period when the *LTD Monthly Benefit* is not payable under the Policy.

CDI-45AA

## **What happens if *We* are replacing an existing contract?**

### **Effect on *Actively at Work* Provision**

If *You* were insured under the Prior Policy on the day before the Policy Effective Date, *You* may be covered by the Policy even if *You* fail to satisfy the *Actively at Work* requirement as stated in the *Are You eligible for this insurance?* provision. *You* will receive credit for time covered under the Prior Policy. This credit will be applied toward satisfaction of service waiting periods, *Elimination Periods* or any other periods of the same or similar provisions under the Policy.

### **Effect on Benefits**

If *You* do not satisfy the *Actively at Work* requirement, *You* may still be eligible for benefits under the Policy as follows:

The benefits payable under the Policy will be the benefit which would have been payable under the terms of the Prior Policy if it had remained in force. The benefits payable under the Policy will be reduced by any benefits paid under the Prior Policy for the same *Disability*.

Benefits will end on the earliest of the following:

- 1) the date that benefits would terminate in accordance with the provisions of the Policy; or
- 2) the date that benefits would terminate under the Prior Policy if it had remained in force.

The Prior Policy is the group disability insurance policy issued to the Employer by Sun Life Assurance Company of Canada whose coverage terminated as of the Policy Effective Date.

CDI-7AB

## **Effect on *Pre-existing Conditions***

*You* will receive credit toward satisfaction of the *Pre-existing Condition* time periods under the Policy for the time *You* were covered under the Prior Policy. If, after applying the time covered under the Prior Policy, *Your Disability* is due to a *Pre-existing Condition*, benefits shall be the lesser of:

- 1) the benefits payable under the Policy; or
- 2) the benefits that would have been payable under the Prior Policy if it had remained in force, taking into account the *Pre-existing Condition* provision, if any, of the Prior Policy.

CDI-8AA

# LONG TERM DISABILITY BENEFITS

## How do We define Disability?

*Disability* or *Disabled* means that *You* satisfy the Occupation Qualifier or the Earnings Qualifier as defined below.  
CDI-9AA

### Occupation Qualifier

*Disability* means that during the *Elimination Period* and the following 24 months, *Injury* or *Sickness* causes physical or mental impairment to such a degree of severity that *You* are:

- 1) continuously unable to perform the *Material and Substantial Duties* of *Your Regular Occupation*; and
- 2) not *Gainfully Employed*.

CDI-10AB

After the *LTD Monthly Benefit* has been payable for 24 months, *Disability* means that *Injury* or *Sickness* causes physical or mental impairment to such a degree of severity that *You* are:

- 1) continuously unable to engage in any occupation for which *You* are or become qualified by education, training or experience; and
- 2) not *Gainfully Employed*.

CDI-11AB

### Earnings Qualifier

*You* may be considered *Disabled* during and after the *Elimination Period* in any month in which *You* are *Gainfully Employed*, if an *Injury* or *Sickness* is causing physical or mental impairment to such a degree of severity that *You* are unable to earn more than 80% of *Your Monthly Earnings* in any occupation for which *You* are qualified by education, training or experience. On each anniversary of *Your Disability*, *We* will increase the *Monthly Earnings* by the lesser of the current annual percentage increase in *CPI-W*, or 10%.

*You* are not considered to be *Disabled* if *You* are able to earn more than 80% of *Your Monthly Earnings*. Salary, wages, partnership or proprietorship draw, commissions, bonuses, or similar pay, and any other income *You* receive or are entitled to receive will be included. Sick pay and salary continuance payments will not be included. Any lump sum payment will be prorated, based on the time over which it accrued or the period for which it was paid.

CDI-13AB

### Loss of Professional License or Certification

If *You* require a professional license or certification for *Your* occupation, loss of that professional license or certification does not in and of itself constitute *Disability* under the Occupation Qualifier or the Earnings Qualifier.

CDI-14AA

## What is the Elimination Period and how is it satisfied?

The *Elimination Period* begins on the day *You* become *Disabled*. It is a period of continuous *Disability* which must be satisfied before *You* are eligible to receive benefits from *Us*. *You* must be continuously *Disabled* through *Your Elimination Period*.

If *You* temporarily recover and return to work, *We* will treat *Your Disability* as continuous if *You* return to work for a period of less than one-half the *Elimination Period* as shown in the *Schedule of Benefits* not to exceed 90 days. The days that *You* are not *Disabled* will not count toward *Your Elimination Period*.

Any increases *You* receive in *Monthly Earnings* during *Your* return to work period will not be taken into consideration when calculating *Your LTD Monthly Benefit*.

If *You* return to work for a period greater than one-half the *Elimination Period*, or 90 days, whichever is less, and become *Disabled* again, *You* will have to begin a new *Elimination Period*.

## Can You satisfy Your Elimination Period if You are working?

*You* can satisfy *Your Elimination Period* if *You* are working, provided *You* meet the definition of *Disability*.

CDI-15AA

### **What Disability Benefit are You eligible to receive?**

If You are *Disabled*, You are eligible to receive one of the following at any given time:

- 1) an *LTD Monthly Benefit*; or
- 2) a Work Incentive Benefit.

While You are *Disabled*, You might be eligible to receive one or the other of the above, but You cannot receive more than one of these benefits at the same time.

CDI-16AA

#### **Class 1/Plan 1 - 66 2/3% Plan**

### **What is Your LTD Monthly Benefit and how is it calculated?**

Your *LTD Monthly Benefit* will be based on Your *Monthly Earnings* as reported to Us by Your Employer and for which premium has been paid.

An *LTD Monthly Benefit* will be provided after the end of the *Elimination Period* if You are *Disabled* according to the Occupation Qualifier provision.

We will calculate Your *Gross LTD Monthly Benefit* amount as follows:

- 1) Multiply Your *Monthly Earnings* by 66 2/3%.
- 2) The maximum *Gross LTD Monthly Benefit* is \$9,000.
- 3) Compare the answers from Item 1 and Item 2. The lesser of these two amounts is Your *Gross LTD Monthly Benefit*.
- 4) Subtract the Deductible Sources of Income from Your *Gross LTD Monthly Benefit*. The resulting figure is Your *Net LTD Monthly Benefit*.

If a benefit is payable for less than one month, it will be paid on the basis of 1/30<sup>th</sup> of the *Net LTD Monthly Benefit* for each day of *Disability*.

CDI-17AB

#### **Class 2/Plan 2 - 60% Plan**

### **What is Your LTD Monthly Benefit and how is it calculated?**

Your *LTD Monthly Benefit* will be based on Your *Monthly Earnings* as reported to Us by Your Employer and for which premium has been paid.

An *LTD Monthly Benefit* will be provided after the end of the *Elimination Period* if You are *Disabled* according to the Occupation Qualifier provision.

We will calculate Your *Gross LTD Monthly Benefit* amount as follows:

- 1) Multiply Your *Monthly Earnings* by 60%.
- 2) The maximum *Gross LTD Monthly Benefit* is \$12,000.
- 3) Compare the answers from Item 1 and Item 2. The lesser of these two amounts is Your *Gross LTD Monthly Benefit*.
- 4) Subtract the Deductible Sources of Income from Your *Gross LTD Monthly Benefit*. The resulting figure is Your *Net LTD Monthly Benefit*.

If a benefit is payable for less than one month, it will be paid on the basis of 1/30<sup>th</sup> of the *Net LTD Monthly Benefit* for each day of *Disability*.

CDI-17AB

## **How do We define Earnings?**

*Monthly Earnings* equals the monthly wage or salary that *You* were receiving from *Your* Employer on the *Date of Disability*. It includes:

- 1) employee contributions made through a salary reduction agreement with *Your* Employer to an IRS Section 401(k), 403(b), 501(c)(3), 457 deferred compensation plan, or any other qualified or non-qualified employee *Retirement Plan* or deferred compensation arrangement; and
- 2) amounts contributed to *Your* fringe benefits according to a salary reduction arrangement under an IRS Section 125 plan.

It does not include:

- 1) commissions;
- 2) bonuses;
- 3) overtime pay;
- 4) *Your* Employer's contribution on *Your* behalf to a *Retirement Plan* or deferred compensation arrangement; or any other extra compensation.

CDI-19AA

## **What are the Deductible Sources of Income?**

- 1) *Disability* benefits paid, payable, or for which there is a right under:
  - a) The Social Security Act, including any amounts for which *Your* dependents may qualify because of *Your Disability*;
  - b) Any Workers Compensation or Occupational Disease Act or Law, or any other law which provides compensation for an occupational *Injury* or *Sickness*;
  - c) Occupational accident coverage provided by or through the Employer;
  - d) Any Statutory Disability Benefit Law;
  - e) The Railroad Retirement Act;
  - f) The Canada Pension Plan, Quebec Pension Plan, or any other similar disability or pension plan or act;
  - g) The Canada Old Age Security Act;
  - h) Any Public Employee Retirement System Plan, or any State Teachers' Retirement System Plan, or any plan provided as an alternative to any of the above acts or plans.
- 2) *Disability* benefits paid under:
  - a) Any group insurance plan provided by or through the Employer, and
  - b) Any sick leave or salary continuance plan provided by or through the Employer.
- 3) Retirement benefits paid under the Social Security Act including any amounts for which *Your* dependents may qualify because of *Your* retirement;
- 4) Retirement and *Disability* benefits paid under a Retirement Plan provided by the Employer except for amounts attributable to *Your* contributions;
- 5) *Disability* benefits paid under any No Fault Auto Motor Vehicle coverage.

## **Proration of Lump Sum Awards**

If any benefit described above is paid in a single sum through compromise settlement or as an advance on future liability, *We* will determine the amount of reduction to *Your Gross LTD Monthly Benefit* as follows:

- 1) *We* will divide the amount paid by the number of months for which the settlement or advance was provided; or
- 2) If the number of months for which the settlement or advance is made is not known, *We* will divide the amount of the settlement or advance by the expected remaining number of months for which *We* will provide benefits for *Your Disability* based on the *Proof of Disability* which *We* have, subject to a maximum of 60 months.

CDI-20AB

### **What other sources of income are not deductible?**

We will not reduce *Your Gross LTD Monthly Benefit* by any of the following:

- 1) deferred compensation arrangements such as 401(k), 403(b) or 457 plans;
- 2) credit *Disability* insurance;
- 3) pension plans for partners;
- 4) military pension and *Disability* income plans;
- 5) franchise *Disability* income plans;
- 6) individual *Disability* income plans;
- 7) a *Retirement Plan* from another Employer;
- 8) profit sharing plans;
- 9) thrift or savings plans;
- 10) individual retirement account (IRA);
- 11) tax sheltered annuity (TSA);
- 12) stock ownership plan.

CDI-21AB

### **Can You work and still receive benefits?**

While *Disabled*, *You* may qualify for the Work Incentive Benefit.

CDI-22AA

#### **Work Incentive Benefit**

A Work Incentive Benefit will be provided if *You* are *Disabled* and *Gainfully Employed* after the end of the *Elimination Period*, or after a period during which *You* received *LTD Monthly Benefits*.

The Work Incentive Benefit will be equal to the *Net LTD Monthly Benefit* amount multiplied by the *Adjusted Loss of Salary Ratio*.

The Work Incentive Benefit will cease on the earliest of the following:

- 1) the date *You* are no longer *Disabled*; or
- 2) the end of the *Maximum Period Payable*.

CDI-23BB

### **What is the minimum Net LTD Monthly Benefit payable under this program?**

The *Net LTD Monthly Benefit* payable for *Disability* will not be less than \$60. The minimum *Net LTD Monthly Benefit* does not apply if *You* are *Gainfully Employed*.

CDI-25AB

### **What happens if Your other benefits increase?**

The *Net LTD Monthly Benefit* will not be further reduced for subsequent cost-of-living increases which are paid, payable, or for which there is a right under any Deductible Source of Income shown above.

CDI-26AB

### **How long will You receive benefits under this program?**

We will send *You* a payment for each month of *Disability* up to the *Maximum Period Payable* as shown in the *Schedule of Benefits*. Payment of benefits is also subject to any benefit duration limitation pertaining to *Your Disability*.

CDI-27AB

### **What happens if Your Disability recurs?**

If *Disability* for which benefits were payable ends but recurs due to the same or related causes less than 6 months after the end of a prior *Disability*, it will be considered a resumption of the prior *Disability*. Such recurrent *Disability* shall be subject to the provisions of the Policy that were in effect at the time the prior *Disability* began.

*Disability* which recurs more than 6 months after the end of a prior *Disability* are subject to:

- 1) a new *Elimination Period*;
- 2) a new *Maximum Period Payable*; and
- 3) the other provisions of the Policy that are in effect on the date the *Disability* recurs.

*Disability* must recur while *Your* coverage is in force under the Policy.

CDI-28AA

## **EXCLUSIONS AND LIMITATIONS**

### **What are the exclusions and limitations under this program?**

The Policy does not cover any loss caused by, contributed to, or resulting from:

CDIX-1AA

- declared or undeclared war or an act of either;

CDIX-2AA

- a *Pre-existing Condition*;

CDIX-4AA

- attempted suicide, while sane or insane, or intentional self-inflicted *Injury* or *Sickness*;

CDIX-5AA

- commission of or attempt to commit an act which is a felony in the jurisdiction in which the act occurred;

CDIX-6AA

- *Disability* beyond 24 months after the *Elimination Period* if it is due to a *Mental Disorder* of any type. Confinement in a *Hospital* or institution licensed to provide care and treatment for mental illness will not be counted as part of the 24-month limit.

CDIX-3AA

- Substance Abuse (drug or alcohol) related *Disability* unless *You* are participating in a substance abuse treatment program approved by the State. The cost of the treatment program must be borne by *You*, or another group plan of *Your* Employer (such as a group health plan or Employee Assistance Program) if one is available and covers this type of treatment. In no event will *LTD Monthly Benefits* for Substance Abuse be paid beyond the earliest of the date:

- 1) 24 *LTD Monthly Benefit* payments have been made; or
- 2) the *Maximum Period Payable* is reached; or
- 3) *You* refuse to participate in an appropriate, available treatment program, or *You* leave the treatment program prior to completion; or
- 4) *You* are no longer following the requirements of *Your* treatment plan under the program; or
- 5) *You* complete the initial treatment plan, exclusive of any aftercare or follow-up services.

CDIX-29AB

Benefits are not payable for any period during which *You* are confined to a penal or correctional institution if the period of confinement exceeds 30 days.

CDIX-12AA

## **TERMINATION OF COVERAGE**

### **When will Your insurance terminate?**

Your coverage will terminate on the earliest of the following dates:

- 1) the date on which the Policy is terminated;
- 2) the date at the end of the period for which premium has been paid if the Employer fails to pay the required premium for *You* within 31 days after the premium due date, except for an inadvertent error; or
- 3) the date *You*:
  - a) are no longer a member of a class eligible for this insurance,
  - b) withdraw from the program,
  - c) are retired or pensioned, or
  - d) cease work because of a leave of absence, furlough, layoff, or temporary work stoppage due to a labor dispute, unless *We* and the Employer have agreed in writing in advance of the leave to continue insurance during such period. If *You* have orders to active military service for 2 months or less, *Your* insurance will be continued, subject to continued payment of premium.

Termination will not affect a covered loss which began before the date of termination.

CDI-30AB

## **SUPPLEMENTAL BENEFITS AND SERVICES**

### **SURVIVOR INCOME BENEFIT**

#### ***What happens if You die while receiving benefits?***

If *You* die after having received a benefit provided by the Policy for at least 3 successive months and during a period for which benefits are payable, *We* will pay a Survivor Income Benefit. This benefit is equal to the amount *You* were last entitled to receive for the month preceding death.

The Survivor Income Benefit shall be payable on a monthly basis immediately after *We* receive written proof of *Your* death. It is payable for 3 months. The benefit shall accrue from *Your* date of death.

This benefit is payable to the beneficiary, if any, named by *You* under the Policy. If no such beneficiary exists, the benefit will be payable in accordance with the *Time of Payment of Claim* provision.

CDI-33AB

### **CATASTROPHIC DISABILITY BENEFIT**

#### ***When will You be eligible to receive a Catastrophic Disability Benefit?***

*We* will pay a monthly *Catastrophic Disability* Benefit to *You* if *You* are receiving *LTD Monthly Benefits* (or *Presumptive Disability Benefits*) and *We* receive proof that *You* are *Catastrophically Disabled*. *Catastrophic Disability* Benefits will begin at the end of the *Catastrophic Disability* Elimination Period shown in the *Schedule of Benefits*.

*You* are *Catastrophically Disabled* when *We* determine that, due to *Sickness* or *Injury*:

- 1) *You* are unable to perform, without human assistance or regular supervision from another person, at least 2 of the 6 *Activities of Daily Living*; or
- 2) a deterioration in *Your* intellectual capacity which requires substantial supervision of *You* by another person because *You* engage in behavior which poses a health or safety hazard to *You* or to others; and
- 3) *You* are not *Gainfully Employed*.

#### ***When will Your coverage become effective?***

*You* will become insured for *Catastrophic Disability* Benefit coverage on *Your* effective date under the *LTD* plan.

However, the *Catastrophic Disability* Benefit coverage will be delayed if, on *Your* effective date, *You* cannot safely and completely perform one or more of the *Activities of Daily Living* without another person's assistance, or verbal cueing, or *You* have a deterioration or loss in intellectual capacity and need another person's assistance or verbal cueing for *Your* protection, or for the protection of others. Coverage will begin on the date *You* can safely and completely perform all of the *Activities of Daily Living* without another person's assistance or verbal cueing, or no longer have a deterioration or loss in intellectual capacity, and do not need another person's assistance or verbal cueing for *Your* protection, or for the protection of others.

#### ***How much will We pay if You are Disabled?***

The *Catastrophic Disability* Benefit is 10% of *Monthly Earnings* to a maximum *Catastrophic Disability* Benefit of the lesser of the *LTD* plan maximum *Monthly Benefit* or \$5,000.

This benefit is not subject to Policy provisions which would otherwise increase or reduce the benefit amount such as *Deductible Sources of Income*.

#### ***When will Your Catastrophic Disability Benefits end?***

*Catastrophic Disability* Benefit payments will end on the earliest of the following dates:

- 1) the date *You* are no longer *Catastrophically Disabled*;
- 2) the date *You* become ineligible for *LTD Monthly Benefit* payments; or
- 3) the end of the *Catastrophic Disability Maximum Period Payable* shown in the *Schedule of Benefits*.

### **What claim information is needed for Catastrophic Disability Benefits?**

The Claim Filing Requirements section under the Policy applies to *Catastrophic Disability* Benefit coverage. We may also require an interview with *You*.

CDIO-5AB

## **CAREGIVER RESPITE BENEFIT**

We will pay *You* a Caregiver Respite Benefit for each day of a Respite Interval, subject to the conditions below:

- 1) *You* must be receiving a Catastrophic Disability Benefit;
- 2) The benefit is payable if Informal Home Care has been provided for at least 6 continuous months for *You* beginning with *Your Date of Disability*;
- 3) The benefit is payable for Companion Care received by *You* in *Your* home or a private residence during a Respite Interval;
- 4) The benefit is equal to the daily Companion Care cost incurred, not to exceed \$100 per day; and
- 5) The benefit is payable to *You* following submission of proof of *Your* incurred costs for Companion Care during the Respite Interval.

**Companion Care** means medically necessary custodial care furnished during a Respite Interval for a minimum of 8 hours per day by a Home Health Care Provider accredited by either the Joint Commission on Accreditation of Health Care Organizations or Community Health Accreditation Program.

**Informal Caregiver** means the person who has primary responsibility of providing Informal Home Care for *You*. A person who is paid for caring for *You* cannot be an Informal Caregiver.

**Informal Home Care** means medically necessary custodial care provided at *Your* home or a private residence by an Informal Caregiver. Such care is provided in lieu of confinement in a nursing home, or care received at *Your* home from a paid provider.

**Respite Interval** means a period of one or more consecutive days during which the Informal Caregiver is temporarily relieved of the Informal Home Care duties. Two Respite Intervals are permitted per calendar year, subject to a cumulative total of 14 days per calendar year. Unused days expire on December 31 and cannot be carried over into any future calendar year.

CDIO-6AA

## **CAREGIVER TRAINING BENEFIT**

We will pay *You* a Caregiver Training Benefit if an Informal Caregiver incurs an expense to be trained to provide Informal Home Care for *You*, subject to the conditions below:

- 1) *You* must be receiving a Catastrophic Disability Benefit;
- 2) Caregiver Training must be provided by a Home Health Care Provider accredited by either the Joint Commission on Accreditation of Health Care Organizations or Community Health Accreditation Program, by a Nursing Home or by a *Hospital* while *You* are receiving the Catastrophic Disability Benefit. If *You* are in a Nursing Home or in a *Hospital*, the Caregiver Training Benefit will only be payable if the training will make it possible for *You* to return to *Your* residence where *You* can be cared for by the Informal Caregiver;
- 3) The amount of the benefit is the cost incurred for the Caregiver Training, subject to \$500 maximum per period of *Disability*;
- 4) The benefit is payable to *You* following submission to *Us* of proof of *Your* costs incurred for Caregiver Training.

**Caregiver Training** means training received by the Informal Caregiver to care for *You* in *Your* residence.

**Informal Caregiver** means the person who has primary responsibility of providing Informal Home Care for *You*. A person who is paid for caring for *You* cannot be an Informal Caregiver.

**Informal Home Care** means medically necessary custodial care provided at *Your* home or a private residence by an Informal Caregiver. Such care is provided in lieu of confinement in a nursing home, or care received at *Your* home from a paid provider.

CDIO-7AA

## **EMERGENCY ALERT SYSTEM BENEFIT**

We will pay You an Emergency Alert System Benefit for the actual cost to rent or lease an emergency alert system which will allow You to remain in Your residence alone, subject to the conditions below:

- 1) You must be receiving a *Catastrophic Disability* Benefit;
- 2) The benefit is payable for a medically necessary emergency alert system, which is a communication system located in Your residence, that is used to summon medical attention in case of a medical emergency;
- 3) Your condition must be such that You could not be left alone were it not for the presence of the emergency alert system;
- 4) The benefit is equal to the lesser of \$25 per month or the actual cost to rent or lease the emergency alert system;
- 5) The benefit is payable to You, in arrears, after every 6 months, following submission of proof of Your incurred costs for the emergency alert system; and
- 6) We will not pay for any charges incurred as a result of installing, servicing, or maintaining the Emergency Alert System. This includes, but is not limited to, charges for normal telephone service while the system is installed or for a home security system.

CDIO-8BA

## **PRESUMPTIVE DISABILITY BENEFIT**

### **What is the Presumptive Disability Benefit?**

When *Injury* results in any of the Specific Losses listed below within 365 days after the date of the *Injury*, You shall be entitled to payment of a Presumptive *Disability* Benefit after the *Elimination Period*. The Presumptive *Disability* Benefit is equal to the *Net LTD Monthly Benefit* and is payable for the length of time stated below or until Your date of death, whichever first occurs. This Benefit is paid in lieu of the *LTD Monthly Benefit*, the Work Incentive Benefit or the Enhanced Work Incentive Benefit.

<b>Specific Loss</b>	<b>Months Payable</b>
Loss of both hands .....	46 months
Loss of both feet.....	46 months
Loss of the entire sight of both eyes .....	46 months
Loss of one hand and one foot .....	46 months
Loss of one hand and the entire sight of one eye.....	46 months
Loss of one foot and the entire sight of one eye.....	46 months
Loss of one hand.....	23 months
Loss of one foot.....	23 months
Loss of the entire sight of one eye .....	15 months
Loss of the thumb and index finger of either hand .....	12 months

After payment of the Presumptive *Disability* Benefit, benefits may continue subject to the other provisions of the Policy. If more than one loss results from any one *Injury*, We will pay only for that loss with the greatest number of months payable.

**Specific Loss** means, with respect to hand or foot, the actual, complete and permanent severance through or above the wrist or ankle joint; with respect to eye, the irrecoverable loss of the entire sight thereof; and with respect to thumb and index finger, the actual, complete and permanent severance through or above the metacarpophalangeal joints.

CDIO-10AB

## CONVERSION PRIVILEGE

### ***What are Your conversion options if You end employment?***

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

*You* must apply for insurance under the conversion policy, and pay the first (annual/semi-annual) premium within 31 days after the date *Your* employment ends.

The conversion policy will be at the premium rate and on the form then being made available by *Us* for conversion.

*You* are not eligible to apply for coverage under the group conversion policy if:

- 1) *You* are or become insured under another group long term disability plan within 31 days after *Your* employment ends;
- 2) *You* are *Disabled* under the terms of the Policy;
- 3) *You* recover from a *Disability* and do not return to work for the Employer;
- 4) *You* are on a leave of absence; or
- 5) *Your* coverage under the Policy ends for any of the following reasons:
  - a) the Policy is canceled;
  - b) the Policy is changed to exclude the class of employees to which *You* belong;
  - c) *You* are no longer in an eligible class;
  - d) *You* end *Your* working career or retire and receive payment from the Employer's *Retirement Plan*;  
or
  - e) *You* fail to pay the required premium under the Policy.

CDI-32AB

## **CLAIM SERVICES**

### ***What other services are available to You while You are Disabled?***

If *You* are *Disabled* and eligible to receive *Disability* benefits under the Policy, *We* will evaluate *You* for eligibility to receive any of the following. *We* will make the final determination for any of the following benefits or services.

#### **Worksite Modification Benefit**

*We* will assist *You* and *Your* Employer in identifying modifications *We* agree are likely to help *You* remain at work or return to work. This agreement will be in writing and must be signed by *You*, *Your* Employer and *Us*.

When this occurs, *We* will reimburse *Your* Employer for the cost of the modification, up to the greater of:

- 1) \$1,500; or
- 2) 2 months of *Your Net LTD Monthly Benefit*.

#### **Vocational Rehabilitation Service**

Rehabilitation services are available when *We* determine that these services are reasonably required to assist in returning *You* to *Gainful Employment*. Vocational rehabilitation services might include one or more of the following:

- 1) job modification;
- 2) job retraining;
- 3) job placement;
- 4) other activities.

Eligibility for vocational rehabilitation services is based upon *Your* education, training, work experience and physical and/or mental capacity. To be considered for rehabilitation services:

- 1) *Your* Disability must prevent *You* from performing *Your Regular Occupation*;
- 2) *You* must have the physical and/or mental capacities necessary for successful completion of a rehabilitation program, and
- 3) There must be a reasonable expectation that rehabilitation services will help *You* return to *Gainful Employment*.

#### **Social Security Assistance**

When necessary, *We* will provide an advocate for *You*, in applying for and securing Social Security *Disability* awards. When *We* determine that Social Security Assistance is appropriate for *You*, it is provided at no additional cost to *You*.

CDI-35AB

## **FILING A CLAIM**

### ***What are the Claim Filing Requirements?***

#### **Initial Notice of Claim**

We ask that *You* notify *Us* of *Your* claim as soon as possible, so that *We* may make a timely decision on *Your* claim. The Employer can assist *You* with the appropriate telephone number and address of *Our* Claim Department. *You* must send *Us* written notice of *Your Disability* within 30 days of the *Date of Disability*, or as soon as reasonably possible. Notice may be sent to *Our* Claim Department, P.O. Box 946730, Maitland, FL 32794-6730 or given to *Our* Agent.

#### **Written Proof of Loss**

Within 15 days of *Our* being notified in writing of *Your* claim, *We* will supply *You* with the necessary claim forms. The claim form is to be completed and signed by *You*, the Employer and *Your Doctor*. If *You* do not receive the appropriate claim forms within 15 days, then *You* will be considered to have met the requirements for written proof of loss if *We* receive written proof, which describes the occurrence, extent and nature of loss as stated in the Proof of *Disability* provision.

#### **Time Limit for Filing *Your* Claim**

*You* must furnish *Us* with written proof of loss within 90 days after the end of *Your Elimination Period*. The length of the *Elimination Period* is stated in the *Schedule of Benefits*. If it is not possible to give *Us* written proof within 90 days, the claim is not affected if the proof is given as soon as possible. However, unless *You* are legally incapacitated, written proof of loss must be given no later than 1 year after the time proof is otherwise due.

No benefits are payable for claims submitted more than 1 year after the time proof is due. However, *You* can request that benefits be paid for late claims if *You* can show that:

- 1) It was not reasonably possible to give written proof during the 1 year period, and
- 2) Proof of loss satisfactory to *Us* was given as soon as was reasonably possible.

#### **Proof of *Disability***

The following items, supplied at *Your* expense, must be a part of *Your* proof of loss. Failure to do so may delay, suspend or terminate *Your* benefits.

- 1) The date *Your Disability* began;
- 2) The cause of *Your Disability*;
- 3) The prognosis of *Your Disability*;
- 4) Proof that *You* are receiving *Appropriate and Regular Care* for *Your* condition from a *Doctor*, who is someone other than *You* or a member of *Your* immediate family, whose specialty or expertise is the most appropriate for *Your* disabling condition(s) according to *Generally Accepted Medical Practice*.
- 5) Objective medical findings which support *Your Disability*. Objective medical findings include but are not limited to tests, procedures, or clinical examinations standardly accepted in the practice of medicine, for *Your* disabling condition(s).
- 6) The extent of *Your Disability*, including restrictions and limitations which are preventing *You* from performing *Your Regular Occupation*.
- 7) Appropriate documentation of *Your Monthly Earnings*. If applicable, regular monthly documentation of *Your Disability Earnings*.
- 8) If *You* were contributing to the premium cost, *Your* Employer must supply proof of *Your* appropriate payroll deductions.
- 9) The name and address of any *Hospital* or *Health Care Facility* where *You* have been treated for *Your Disability*.
- 10) If applicable, proof of incurred costs covered under other benefits included in the Policy.

## **Continuing Proof of Disability**

You may be asked to submit proof that You continue to be *Disabled* and are continuing to receive *Appropriate and Regular Care* of a *Doctor*. Requests of this nature will only be as often as We feel reasonably necessary. If so, this will be at Your expense and must be received within 30 days of Our request. Failure to do so may delay, suspend or terminate Your benefits.

## **Examination**

At Our expense, We have the right to have You examined as often as reasonably necessary while the claim continues. Failure to comply with this examination may deny, suspend or terminate benefits, unless We agree You have a valid and acceptable reason for not complying.

## **Authorization and Documentation You will be asked to supply**

- 1) You will be required to provide signed authorization for Us to obtain and release all reasonably necessary medical, financial or other non-medical information which support Your *Disability* claim. Failure to submit this information may deny, suspend or terminate Your benefits.
- 2) You will be required to supply proof that You have applied for other Deductible Income Benefits such as Workers' Compensation or Social Security *Disability* benefits, when applicable.
- 3) You will be required to notify Us when You receive or are awarded other Deductible Income Benefits. You must tell Us the nature of the income benefit, the amount received, the period to which the benefit applies, and the duration of the benefit if it is being paid in installments.

CDI-36AB

## **Time of Payment of Claim**

As soon as We have all necessary substantiating documentation for Your *Disability* claim, Your benefit will be paid on a monthly basis, so long as You continue to qualify for it.

We will pay benefits to You unless otherwise indicated. If You die while Your claim is open, any due and unpaid *Disability* benefit will be paid to Your named beneficiary, if any.

If there is no surviving beneficiary, payment may be made, at Our option, to the surviving person or persons in the first of the following classes of successive preference beneficiaries: Your: 1) *Spouse*; 2) children including legally adopted children; 3) parents; 4) brothers or sisters; or 5) estate.

If any benefit is payable to an estate, a minor or a person not competent to give a valid release, We may pay up to \$1,000 to any relative or beneficiary of Yours whom We deem to be entitled to this amount. We will be discharged to the extent of such payment made by Us in good faith.

CDI-37AB

## **Can you assign Your benefits?**

Your benefits are not assignable, which means that You may not transfer Your benefits to anyone else.

CDI-38AA

## **What will happen if a claim is overpaid?**

A claim overpayment can occur when You receive a retroactive payment from a Deductible Source of Income; when We inadvertently make an error in the calculation of Your claim; or if fraud occurs.

In an overpayment situation, We will determine the method by which the repayment is made. You will be required to sign an agreement with Us which details the source of the overpayment, the total amount We will recover and the method of recovery. If *LTD Monthly Benefits* are suspended while recovery of the overpayment is being made, suspension will also apply to the minimum *LTD Monthly Benefits* payable under the Policy.

The overpayment amount equals the amount We paid in excess of the amount We should have paid under the Policy.

CDI-39AA

### ***Subrogation – Right of Reimbursement***

When any claim payment is made, *We* reserve any and all rights to subrogation and/or reimbursement to the fullest extent allowed by statute and customary practice. To the extent that *You* receive a payment of funds as a result of a Sickness or Injury which exceeds the amount necessary to fully compensate *You* for all losses which *You* incurred, *We* reserve any and all rights to recover amounts which will reimburse *Us* for the benefits *We* paid which were duplicated.

Any party to this contract shall not perform any act that will prejudice such rights without prior agreement with *Us*. *We* will bear any expenses associated with *Our* pursuit of subrogation or recovery.

CDI-41AA17

### ***Fraud***

Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any material false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act which is a crime and may subject such person to criminal and civil penalties. Such penalties include, but are not limited to fines, denial or termination of insurance benefits, recovery of any amounts paid, civil damages, criminal prosecution and confinement in state prison.

CDI-42AA

## **UNIFORM PROVISIONS**

### ***Entire Contract; Changes***

The Policy, the Employer's application, the employee's certificate of coverage, and *Your* application, if any, and any other attached papers, form the entire contract between the parties. Coverage under the Policy can be amended by mutual consent between the Employer and *Us*. No change in the Policy is valid unless approved in writing by one of *Our* officers. No agent has the right to change the Policy or to waive any of its provisions.

### ***Statements on the Application***

Any statement made by the Employer or *You*, except for fraudulent misstatements, is considered a representation and not a warranty. A copy of the statement will be provided to the Employer or *You*, whoever made the statement. No statement of the Employer will be used to void the Policy after it has been in force for 2 years. No statement of *Yours* will be used in defense of a claim after *You* have been insured for 2 years, except for fraudulent misstatements.

### ***Legal Actions***

No legal action of any kind may be filed against *Us*:

- 1) within the 60 days after proof of *Disability* has been given; or
- 2) more than 3 years after proof of *Disability* must be filed, unless the law in the state where *You* live allows a longer period of time.

### ***Conformity with State Statutes***

If any provision of the Policy conflicts with the statutes of the state in which the Policy was issued or delivered, it is automatically changed to meet the minimum requirements of the statute.

CDI-40AB

### ***General Provisions***

We have the right to inspect all of the Employer's records on the Policy at any reasonable time. This right will extend until:

- 1) 2 years after termination of the Policy; or
- 2) all claims under the Policy have been settled,

whichever is later.

The Policy is in the Employer's possession and may be inspected by *You* at any time during normal business hours at the Employer's office.

The Policy is not in lieu of and does not affect any requirements for coverage by Workers' Compensation Insurance.

CDI-43AB

## **DEFINITIONS**

The following are key words and phrases used in this certificate. When these words and phrases, or forms of them, are used, they are capitalized and italicized in the text. As *You* read this certificate, refer back to these definitions.

**Actively at Work** or **Active Work** means:

- 1) while school is in session, that *You* are:
  - a) working at the Employer's usual place of business, or on assignment for the purpose of furthering the Employer's business; and
  - b) performing the *Material and Substantial Duties* of *Your Regular Occupation* on a full-time basis;
- 2) if school is not in session, that *You*:
  - a) met the requirements stated in 1 a) and b) above during the prior school year (if employed during such period); and
  - b) would be able to report to work and perform the *Material and Substantial Duties* of *Your Regular Occupation* if school were in session.

CDID-1BA

**Activities of Daily Living** means:

- 1) Eating – Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
- 2) Toileting – Getting to and from the toilet, getting on and off the toilet and performing associated personal hygiene.
- 3) Transferring – Moving into or out of a bed, chair or wheelchair.
- 4) Bathing – Washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
- 5) Dressing – Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- 6) Continence – Ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).

CDID-2AA

**Adjusted Loss of Salary Ratio** is equal to:

$$\frac{A - B}{A} \text{ where } \begin{array}{l} A = \text{Your Monthly Earnings increased on each anniversary of Your Disability by the} \\ \text{lesser of the current annual percentage increase in CPI-W, or 10\%.} \\ B = \text{Your Disability Earnings} \end{array}$$

CDID-3AA

**Appropriate and Regular Care** means that *You* are regularly visiting a *Doctor* as frequently as medically required to meet *Your* basic health needs. The effect of the care should be of demonstrable medical value for *Your* disabling condition(s) to effectively attain and/or maintain *Maximum Medical Improvement*.

CDID-4AA

**Date of Disability** is the date *We* determine *Your Injury* or *Sickness* impairs *Your* ability to perform *Your Regular Occupation*.

CDID-5AA

**Disability** or **Disabled** means that *You* satisfy either the Occupation Qualifier or the Earnings Qualifier.

CDID-6AA

**Disability Earnings** is the wage or salary *You* earn from *Gainful Employment* after a *Disability* begins. It includes partnership or proprietorship draw, commissions, bonuses, or similar pay, and any other income *You* receive or are entitled to receive. It does not include Social Security, sick pay, salary continuance payments or any other *Disability* payment *You* receive as a result of *Your Disability*. Any lump sum payment will be prorated, based on the time over which it accrued or the period for which it was paid.

CDID-7AB

**Doctor** means a person legally licensed to practice medicine, psychiatry, psychology or psychotherapy, who is neither *You* nor a member of *Your* immediate family. A licensed medical practitioner is a *Doctor* if applicable state law requires that such practitioners be recognized for purposes of certification of *Disability*, and the treatment provided by the practitioner is within the scope of his or her license.

CDID-8AA

**Elimination Period** means the number of calendar days at the beginning of a continuous period of *Disability* for which no benefits are payable. The *Elimination Period* is shown in the *Schedule of Benefits*.

CDID-9AA

**Gainful Employment** or **Gainfully Employed** means the performance of any occupation for wages, remuneration or profit, for which *You* are qualified by education, training or experience on a full-time or part-time basis, and which provides *You* with substantially the same earning capacity as *Your* former earning capacity prior to the start of *Your Disability*.

CDID-10AB17

**Generally Accepted Medical Practice** or **Generally Accepted in the Practice of Medicine** means care and treatment which is consistent with relevant guidelines of national medical, research and health care coverage organizations and governmental agencies.

CDID-11AA

**Gross LTD Monthly Benefit** means that benefit shown in the *Schedule of Benefits* which applies to *You*.

CDID-20AGross

**Hospital or Health Care Facility** is a legally operated, accredited facility licensed to provide full-time care and treatment for the condition(s) causing *Your Disability*. It is operated by a full-time staff of licensed physicians and registered nurses. It does not include facilities which primarily provide custodial, educational or rehabilitative care.

CDID-12AA

**Injury** means bodily injury caused by an accident which results, directly and independently of all other causes, in *Disability* which begins while *Your* coverage is in force.

CDID-13AA

**LTD** means Long Term Disability.

CDID-35AA

**Male pronoun**, whenever used, includes the female.

CDID-16AA

**Material and Substantial Duties** means the necessary functions of *Your Regular Occupation* which cannot be reasonably omitted or altered.

CDID-17AA

**Maximum Medical Improvement** is the level at which, based on reasonable medical probability, further material recovery from, or lasting improvement to, an *Injury* or *Sickness* can no longer be reasonably anticipated.

CDID-18AA

**Maximum Period Payable**, as shown in the *Schedule of Benefits*, means the longest period of time that *We* will make payments to *You* for any one period of *Disability*.

CDID-32AA

**Mental Disorder** means a disorder found in the current diagnostic standards of the American Psychiatric Association.

CDID-19AA

**Net LTD Monthly Benefit** means the *Gross LTD Monthly Benefit* less the Deductible Sources of Income.

CDID-20ANet

**Pre-existing Condition** means a condition for which medical treatment or advice was rendered, prescribed or recommended within 3 months prior to *Your* effective date of insurance. A condition shall no longer be considered pre-existing if it causes *Disability* which begins after *You* have been insured under the Policy for a period of 12 months.

CDID-21BA

**Regular Occupation** means the occupation that *You* are performing for income or wages on *Your Date of Disability*. It is not limited to the specific position *You* held with *Your* Employer.

CDID-22BA

**Retirement Plan** means a plan which provides retirement benefits to employees and is not funded wholly by employee contributions.

CDID-24AA

**Schedule of Benefits** means the schedule which is a part of this certificate.

CDID-28AA

**Sickness** means sickness or disease causing *Disability* which begins while *Your* coverage is in force.

CDID-26AA

**Spouse** means lawful spouse in the jurisdiction in which *You* reside.

CDID-27AA

**We, Our** and **Us** mean the Hartford Life and Accident Insurance Company.

CDID-29AA

**You, Your** and **Yours** means the employee to whom this certificate is issued and whose insurance is in force under the terms of the Policy.

CDID-30AA

## ***IMPORTANT ERISA WELFARE PLAN INFORMATION***

The following section contains information provided to You at the request of the Plan Administrator of Your Plan to meet certain requirements of the Employee Retirement Income Security Act of 1974, as amended, (ERISA). All inquiries related to the following material should be referred directly to Your Plan Administrator.

### ***DISCRETIONARY AUTHORITY***

The Policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable, by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto. The plan administrator and other plan fiduciaries have discretionary authority to determine Your eligibility for and entitlement to benefits under the Policy. The plan administrator has delegated sole discretionary authority to Hartford Life and Accident Insurance Company to determine Your eligibility for benefits and to interpret the terms and provisions of the plan and any policy issued in connection with it.

**SUMMARY OF THE LOUISIANA LIFE AND HEALTH INSURANCE  
GUARANTY ASSOCIATION ACT AND NOTICE  
CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS**

Residents of Louisiana who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Louisiana Life and Health Insurance Guaranty Association. The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. However, the valuable extra protection provided by these insurers through the Guaranty Association is limited. As noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

**DISCLAIMER**

The Louisiana Life and Health Insurance Guaranty Association provides coverage of claims under some types of policies if the insurer becomes impaired or insolvent.

Coverage may not be available for your policy. Even if coverage is provided, there are significant limits and exclusions. Coverage is generally conditioned upon residence in this state. Other conditions may also preclude coverage.

Insurance companies and insurance agents are prohibited by law from using the existence of the association or its coverage to sell you an insurance policy.

You should not rely on availability of coverage under the Louisiana Life and Health Insurance Guaranty Association when selecting an insurer.

The Louisiana Life and Health Insurance Guaranty Association or the Department of Insurance will respond to any questions you may have which are not answered by this document.

Louisiana Life and Health  
Insurance Guaranty Association  
P.O. Drawer 44126  
Baton Rouge, LA 70804

Louisiana Department of Insurance  
P.O. Box 94214  
Baton Rouge, LA 70804-9214

The state law that provides for this safety-net coverage is called the Louisiana Life and Health Insurance Guaranty Association Act. The following is a brief summary of this law's coverage, exclusion and limits. This summary does not cover all provisions of the law; nor does it in any way change any person's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

**Coverage**

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by an insurer authorized to conduct business in Louisiana. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

## ***Exclusions from Coverage***

However, persons holding such policies are **not** protected by this association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose Guaranty Association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy was issued by a non-profit hospital or medical service organization (the “Blues”), an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The association also does **not** provide coverage for:

- 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 a variable contract sold by prospectus;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers’ plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contract holders, not individuals), unless qualified under Section 403(b) of the Internal Revenue Code, except that, even if qualified under Section 403(b), unallocated annuities issued to employee benefit plans protected by the Federal Pension Benefit Guaranty Corporation are not covered.

## ***Limits on Amounts of Coverage***

The act also limits the amount the Association is obligated to pay out. The Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Association will pay a maximum of \$300,000 no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$100,000 in cash surrender values, \$100,000 in health insurance benefits, \$100,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits – again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages.



The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries, including issuing companies Hartford Life and Accident Insurance Company and Hartford Life Insurance Company.