

---

**YOUR GROUP  
LONG-TERM DISABILITY  
BENEFITS**

---

**PSSU Local Unit Health & Welfare Fund**

Effective July 1, 2010

---

---

---

---

---

---

---

## **HOW TO OBTAIN PLAN BENEFITS**

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

United of Omaha Life Insurance Company  
Group Disability Management Services  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175

## **CLAIM ASSISTANCE**

If you need assistance with filing your claim or an explanation of how your claim was paid, contact the:

United of Omaha Life Insurance Company  
Group Disability Management Services  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175  
Call Toll Free: 1-800-877-5176

When contacting the Company please have your policy number available. Your policy number is GLTD-AGDM.

**GROUP LONG-TERM DISABILITY INSURANCE**  
**SUMMARY OF COVERAGE**



PSSU Local Unit Health & Welfare Fund  
 GLTD-AGDM  
 Effective: July 1, 2010

All Eligible Employees of Bucks and Erie Counties for whom contributions are made to the SEIU 668 Health & Welfare Fund

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

<b>BENEFITS</b>	
<b>Elimination Period</b>	<p>The Elimination Period is 180 calendar days.</p> <p>For accumulating days of Disability to satisfy the Elimination Period, the following will apply:</p> <ul style="list-style-type: none"> <li>• a period of Disability will be treated as continuous during the Elimination Period unless Disability stops for more than 180 accumulated days during the Elimination Period; and</li> <li>• days You are not Disabled will not be used to satisfy the Elimination Period.</li> </ul>
<b>Monthly Benefit</b>	<p>If You are Disabled and earning less than 20% of Your Basic Monthly Earnings, the Monthly Benefit while Disabled is the lesser of:</p> <ul style="list-style-type: none"> <li>• 60% of Your Basic Monthly Earnings, less Other Income Benefits; or</li> <li>• the Maximum Monthly Benefit. The Maximum Monthly Benefit is \$3,000, less any Other Income Benefits.</li> </ul> <p>You may work for wage or profit while Disabled. As a work incentive, You will receive the Monthly Benefit, unless the sum of:</p> <ul style="list-style-type: none"> <li>• the Gross Monthly Benefit while You are Disabled; plus</li> <li>• Current Earnings;</li> </ul> <p>exceeds 100% of Your Basic Monthly Earnings. If this sum exceeds 100% of Your Basic Monthly Earnings, the Monthly Benefit will be reduced by that excess amount.</p>

<b>Minimum Monthly Benefit</b>	Your Monthly Benefit will never be less than \$50.	
<b>Maximum Benefit Period</b>	If You are Disabled because of an Injury or Sickness, We will pay benefits as follows. However, benefits for Disabilities resulting from a Mental Disorder or Alcohol or Drug Abuse and/or Substance Abuse will be paid in accordance with any Mental Disorder Limitation or Alcohol and Drug Abuse and/or Substance Abuse Limitation .	
	<b>Age at Disability</b>	<b>Maximum Benefit Period</b>
	59 or less	to age 65, but not less than 60 months
	60	60 months
	61	48 months
	62	42 months
	63	36 months
	64	30 months
	65	24 months
	66	21 months
	67	18 months
	68	15 months
	69 or older	12 months
<b>EMPLOYEE ELIGIBILITY</b>		
<b>Minimum Work Hours Required</b>	20 hours per week	
<b>Eligibility Waiting Period</b>	Present: None Future: 30 days	
<b>Confinement Rule</b>	<p>If an eligible Employee is confined due to an Injury or Sickness:</p> <ul style="list-style-type: none"> <li>• in a Hospital as an inpatient;</li> <li>• in any institution or facility other than a Hospital; or</li> <li>• at home and under the supervision of a Physician;</li> </ul> <p>insurance will begin on the day the Employee returns to Active Employment.</p> <p>If an eligible Employee is Actively Employed and is not:</p> <ul style="list-style-type: none"> <li>• confined; and</li> <li>• available for work because of an Injury or Sickness;</li> </ul> <p>insurance will begin on the day the Employee returns to Active Employment.</p>	
<b>When Insurance Begins</b>	An Employee will become insured on the day the Employee becomes eligible, provided the Employee is Actively Working on that day.	
<b>When Your Classification or the Amount of Insurance Changes</b>	<p>Any change in Your classification, coverage or amount of Your insurance will take effect on the day of the change, provided You are Actively Working on that day.</p> <p>If You are not Actively Working on the day of the change, the following conditions will apply:</p> <ul style="list-style-type: none"> <li>• If the change involves an increase in the amount of insurance, the change will not take effect until the day You return to Active Work.</li> <li>• If the change involves a decrease in the amount of insurance, the change will take effect on the day of the change.</li> </ul> <p>In no event will any change take effect during a period of Disability.</p>	

<b>When Your Insurance Ends</b>	<p>Your insurance will end at midnight at the main office of the Policyholder on the earliest of:</p> <ul style="list-style-type: none"> <li>• the day the Policy ends;</li> <li>• the day any premium contribution for Your insurance is due and unpaid;</li> <li>• the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less); or</li> <li>• the day You are no longer eligible.</li> </ul> <p>You will no longer be eligible when the earliest of the following occurs:</p> <ul style="list-style-type: none"> <li>• You are not in an eligible classification described in the Schedule;</li> <li>• Your employment with the Policyholder ends;</li> <li>• You are not Actively Employed; or</li> <li>• You do not satisfy any other eligibility condition described in the Policy.</li> </ul>
<b>DEFINITIONS</b>	
<b>Definition of Disability</b>	<p>Disability and Disabled means that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred in which You are:</p> <ul style="list-style-type: none"> <li>• prevented from performing at least one of the Material Duties of Your Regular Occupation on a part-time or full-time basis; and</li> <li>• unable to generate Current Earnings which exceed 99% of Your Basic Monthly Earnings due to that same Injury or Sickness.</li> </ul> <p>After a Monthly Benefit has been paid for 24 months, Disability and Disabled mean You are unable to perform all of the Material Duties of any Gainful Occupation. Disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with Your employer.</p>
<b>Definition of Monthly Earnings</b>	<p>Basic Monthly Earnings means Your gross income received from the Policyholder and verified by premium We have received for the month immediately prior to the month in which Your Disability began.</p> <p>It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder.</p>
<b>FEATURES</b>	
<b>Continuation of Insurance During Disability</b>	<p>If You become Disabled, Your insurance will continue without payment of premium for as long as You are entitled to receive Monthly Benefits, provided the premium is paid during the Elimination Period.</p>
<b>Vocational Rehabilitation</b>	<p>If You are Disabled and are receiving Disability benefits as provided by the Policy, You may be eligible to receive vocational rehabilitation services. These services include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• job modification;</li> <li>• job placement;</li> <li>• retraining; and</li> <li>• other activities reasonably necessary to help You return to work.</li> </ul>

<b>Survivor Benefit</b>	<p>We will pay a survivor benefit to Your Eligible Survivor when We receive proof that You died:</p> <ul style="list-style-type: none"> <li>• after being Disabled; and</li> <li>• while receiving, or eligible to receive, a Monthly Benefit under the Policy.</li> </ul> <p>The survivor benefit will be an amount equal to 3 times Your Monthly Benefit payable for the month immediately prior to Your death.</p>
<b>LIMITATIONS AND EXCLUSIONS</b>	
<b>Mental Disorder Limitation</b>	<p>If You are Disabled because of a Mental Disorder, Your benefits will be limited to a total of 24 months while insured under the Policy, unless You are confined as a resident inpatient in a Hospital at the end of that 24-month period. The Monthly Benefit will continue to be paid during such confinement.</p>
<b>Alcohol and Drug Abuse and/or Substance Abuse Limitation</b>	<p>If You are Disabled because of Alcohol or Drug Abuse and/or Substance Abuse, Your benefits will be limited to a total of 24 months while insured under the Policy, unless You are confined as a resident inpatient in a Hospital at the end of that 24-month period. The Monthly Benefit will continue to be paid during such confinement.</p>
<b>General Exclusions</b>	<p>We will not pay benefits for any Disability which is caused by, contributed to by, or resulting from:</p> <ul style="list-style-type: none"> <li>• declared or undeclared war or any act of war or armed aggression;</li> <li>• Your participation in a riot, insurrection or rebellion;</li> <li>• Your commission of a felony for which You have been charged under state or federal law;</li> <li>• an intentionally self-inflicted Injury or Sickness, whether You are sane or insane;</li> <li>• attempted suicide, whether You are sane or insane;</li> <li>• Alcohol and Drug Abuse and/or Substance Abuse, except as specifically provided in the Schedule; or</li> <li>• Mental Disorders, except as specifically provided in the Schedule.</li> </ul> <p>We also will not pay benefits for any Disability:</p> <ul style="list-style-type: none"> <li>• with respect to Alcohol and Drug Abuse and/or Substance Abuse, while You are not being actively supervised by and receiving continuing treatment from a rehabilitation center or designated institution approved for such treatment by an appropriate body in the governing jurisdiction, or if none, by Us;</li> <li>• while You are incarcerated or imprisoned for any period exceeding 60 days; or</li> <li>• that is solely a result of a loss of a professional license, occupational license or certification.</li> </ul>
<b>Pre-Existing Conditions</b>	<p>We will not provide benefits for Disability:</p> <ul style="list-style-type: none"> <li>• caused by, contributed to by, or resulting from a Pre-existing Condition; and</li> <li>• which begins in the first 12 months after You are continuously insured under the Policy.</li> </ul> <p>A Pre-existing Condition means any Injury or Sickness for which You received medical treatment, advice or consultation, care or services including diagnostic measures, or had drugs or medicines prescribed or taken in the 3 months prior to the day You become insured under the Policy.</p>

**Table of Contents**

The key sections of the Certificate  
appear in the following order.

	<b>Page</b>
<b>CERTIFICATE OF INSURANCE .....</b>	<b>1</b>
<b>SCHEDULE.....</b>	<b>2</b>
<b>EMPLOYEE ELIGIBILITY .....</b>	<b>7</b>
<b>LONG-TERM DISABILITY BENEFITS .....</b>	<b>11</b>
<b>VOCATIONAL REHABILITATION PROVISION .....</b>	<b>14</b>
<b>PAYMENT OF CLAIMS.....</b>	<b>16</b>
<b>DISABILITY CLAIM REVIEW PROCEDURES</b>	
<b>(As Federally Mandated).....</b>	<b>18</b>
<b>STANDARD PROVISIONS .....</b>	<b>21</b>
<b>SUMMARY PLAN DESCRIPTION.....</b>	<b>22</b>
<b>LONG-TERM DISABILITY DEFINITIONS .....</b>	<b>25</b>



# CERTIFICATE OF INSURANCE

## UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza  
Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy No(s). GLTD-AGDM (policy) has been issued to PSSU Local Unit Health & Welfare Fund (Policyholder).

Insurance is provided for certain employees as described in the policy.

The benefits described in this Certificate are subject to the terms and conditions of the policy. Benefits are effective only if you are eligible for the insurance, become insured and remain insured as described in this Certificate.

UNITED OF OMAHA LIFE INSURANCE COMPANY



Chairman of the Board and Chief Executive Officer



Corporate Secretary

**THIS SCHEDULE DESCRIBES THE AMOUNT OF BENEFITS AND CERTAIN OTHER REQUIREMENTS AND LIMITATIONS APPLICABLE TO BENEFITS FOR DISABILITY. OUR OBLIGATION TO CONSIDER BENEFITS DESCRIBED IN THIS SCHEDULE IS SUBJECT TO ALL TERMS OF THE POLICY, INCLUDING, BUT NOT LIMITED TO, ALL DEFINITIONS, GENERAL EXCLUSIONS AND RIDERS. PLEASE REFER TO THE TABLE OF CONTENTS IN THE CERTIFICATE TO LOCATE THE PROVISIONS OF THE POLICY.**

## **SCHEDULE**

The amount of insurance for You will be in accordance with Your classification in this Schedule.

### **Classification(s)**

All Eligible Employees of Bucks and Erie Counties for whom contributions are made to the SEIU 668 Health & Welfare Fund

### **For You LONG-TERM DISABILITY BENEFITS**

### **Elimination Period**

The Elimination Period is 180 calendar days.

For accumulating days of Disability to satisfy the Elimination Period, the following will apply:

- (a) a period of Disability will be treated as continuous during the Elimination Period unless Disability stops for more than 180 accumulated days during the Elimination Period; and
- (b) days You are not Disabled will not be used to satisfy the Elimination Period.

### **Definitions**

**Basic Monthly Earnings** means Your gross income received from the Policyholder and verified by premium We have received for the month immediately prior to the month in which Your Disability began.

It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder.

**Other Income Benefits** has the meaning set forth in the Other Income Benefits provision of this Schedule.

### **Monthly Benefit**

If You are Disabled and earning less than 20% of Your Basic Monthly Earnings, the Monthly Benefit while Disabled is the lesser of:

- (a) 60% of Your Basic Monthly Earnings, less Other Income Benefits; or
- (b) the Maximum Monthly Benefit. The Maximum Monthly Benefit is \$3,000, less any Other Income Benefits.

You may work for wage or profit while Disabled. As a work incentive, You will receive the Monthly Benefit, unless the sum of:

- (a) the Gross Monthly Benefit while You are Disabled; plus
- (b) Current Earnings;

exceeds 100% of Your Basic Monthly Earnings. If this sum exceeds 100% of Your Basic Monthly Earnings, the Monthly Benefit will be reduced by that excess amount.

Your Monthly Benefit will never be less than \$50.

When less than one month of Disability benefits is due, a pro rata benefit will be paid for each day of Disability. This pro rata benefit will be equal to 1/30th of Your Monthly Benefit as calculated above.

While You are participating in a plan of vocational rehabilitation approved by Us, Your Monthly Benefit, as calculated above, will be increased by 5%.

**Maximum Benefit Period**

If You are Disabled because of an Injury or Sickness, We will pay benefits as follows. However, benefits for Disabilities resulting from a Mental Disorder or Alcohol or Drug Abuse and/or Substance Abuse will be paid in accordance with any Mental Disorder Limitation or Alcohol and Drug Abuse and/or Substance Abuse Limitation shown in this Schedule.

<b><u>Age at Disability</u></b>	<b><u>Maximum Benefit Period</u></b>
59 or less .....	to age 65, but not less than 60 months
60.....	60 months
61.....	48 months
62.....	42 months
63.....	36 months
64.....	30 months
65.....	24 months
66.....	21 months
67.....	18 months
68.....	15 months
69 or over .....	12 months

**Mental Disorder Limitation**

If You are Disabled because of a Mental Disorder, Your benefits will be limited to a total of 24 months while insured under the Policy, unless You are confined as a resident inpatient in a Hospital at the end of that 24-month period. The Monthly Benefit will continue to be paid during such confinement.

If You are still Disabled when You are discharged, the Monthly Benefit will be paid for a recovery period of up to 90 additional days.

If You become re-confined as a resident inpatient in a Hospital during the recovery period for at least 14 consecutive days, benefits will be paid for the duration of the second confinement.

In no event will benefits payable due to Mental Disorders be payable beyond the Maximum Benefit Period as shown above in the Maximum Benefit Period section.

### **Alcohol and Drug Abuse and/or Substance Abuse Limitation**

If You are Disabled because of Alcohol or Drug Abuse and/or Substance Abuse, Your benefits will be limited to a total of 24 months while insured under the Policy, unless You are confined as a resident inpatient in a Hospital at the end of that 24-month period. The Monthly Benefit will continue to be paid during such confinement.

If You are still Disabled when You are discharged, the Monthly Benefit will be paid for a recovery period of up to 90 additional days.

If You become re-confined as a resident inpatient in a Hospital during the recovery period for at least 14 consecutive days, benefits will be paid for the duration of the second confinement.

In no event will benefits payable due to Alcohol and Drug Abuse and/or Substance Abuse be payable beyond the Maximum Benefit Period as shown above in the Maximum Benefit Period section.

### **Other Income Benefits**

We take into account the total of all Your income from other sources of income in determining the amount of Your Monthly Benefit. Your Other Income Benefits are any of the following amounts that you receive or You are eligible to receive as a result of Your Disability:

1. Any amounts under:
  - (a) a workers' compensation law;
  - (b) an occupational disease law;
  - (c) the Jones Act, (46 U.S.C. Statute 688(a) (1920)); or
  - (d) any other act or law of like intent to the laws described in 1(a), (b) or (c) above.
2. Amount under another group short-term or long-term disability insurance policy or plan for which the Policyholder has paid any part of the cost or for which the Policyholder has made payroll deductions, except any group short-term or long-term disability insurance policy or plan underwritten by Us. Any benefits payable by a group short-term or long-term disability policy underwritten by Us will not be considered as Other Income Benefits.
3. Any amounts as disability income payments under any:
  - (a) state compulsory benefit act or law;
  - (b) government retirement system as a result of Your job with the Policyholder; or
  - (c) work loss provision in a no-fault motor vehicle insurance plan, unless state law or regulation does not allow group disability income benefits to be reduced by benefits from no-fault motor vehicle coverage.
4. Any amount of Retirement Benefits under the Policyholder's Retirement Plan. Benefits payable before the plan's normal retirement age are considered Other Income Benefits only if You voluntarily elect to receive these benefits.

5. Any benefits for You or Your spouse and child(ren) under:
  - (a) the U.S. Social Security Act;
  - (b) the Canada Pension Plan;
  - (c) the Quebec Pension Plan;
  - (d) the Railroad Retirement Act;
  - (e) the Public Employee Retirement Plan;
  - (f) the Teachers Employment Retirement Plan; or
  - (g) any similar plan or act that provides:
    - (1) Disability benefits; or
    - (2) Retirement Benefits (except this will not apply if Your Disability begins after Your Social Security Normal Retirement Age and You were already receiving Social Security retirement benefits. This exception only applies to U.S. Social Security Benefits).
6. Any amount payable as salary continuance, sick leave or severance allowance.
7. Any amount from a third party (after subtracting attorneys' fees) by judgment, settlement or otherwise.
8. Any amounts from any unemployment insurance law or program.

### **Social Security Assistance**

In order to be eligible for assistance from Our Social Security claimant advocacy program, You must be receiving Monthly Benefits from Us. We can arrange for advice regarding Your claim and assist You with Your application or appeal.

Receiving Social Security benefits may enable:

- (a) You to receive Medicare after 24 months of disability payments;
- (b) You to protect Your retirement benefits; and
- (c) Your family to be eligible for Social Security benefits.

We can arrange assistance in obtaining Social Security disability benefits by:

- (a) helping You find appropriate representation;
- (b) obtaining medical and vocational evidence; and
- (c) reimbursing pre-approved case management expense.

### **Explanation of Other Income Benefits**

You must apply for Other Income Benefits for which You are or may become eligible and do what is needed to obtain them. If Your Social Security application is denied, You must appeal the decision by Social Security to a level that is satisfactory to Us and provide written proof of all levels of appeal.

As part of Your proof of Disability, We require that You furnish evidence to Us that You have applied for Other Income Benefits for which You are or may become eligible.

After the first reduction for each of the Other Income Benefits, We will not further reduce Your Monthly Benefit due to any cost of living increases payable under these Other Income Benefits.

Other Income Benefits that are paid in a lump sum will be prorated on a monthly basis over a period for which the sum is given. If no time period is stated, the sum will be prorated on a monthly basis over the lesser of the following:

- (a) The Policy's Maximum Benefit Period; or
- (b) 60 equal payments.

If Other Income Benefits which are paid in a lump sum are paid on a retroactive basis, then we may adjust the Monthly Benefit to recover any overpayment.

Until You have signed Our Reimbursement Agreement and have given written proof to Us that application has been made or all available appeals have been exhausted for Other Income Benefits, We may:

- (a) estimate Your Other Income Benefits; and
- (b) reduce Your Monthly Benefit by that amount.

If We reduce Your benefit on this basis, and if all of Your appeals are denied, We will restore the reduced amounts to You in one payment.

# EMPLOYEE ELIGIBILITY

## Disability Insurance

### Definitions

Terms defined in this provision may be used in, or apply to other provisions throughout this Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

**Active Employment** or **Actively Employed** means Actively Working on a regular and consistent basis for the Policyholder 20 or more hours each week. A Disabled Employee will not be considered actively employed.

**Actively Working** or **Active Work** means performing the normal duties of a regular job for the Policyholder at:

- (a) the Policyholder's usual place of business;
- (b) an alternative work site at the direction of the Policyholder; or
- (c) a location to which one must travel to perform the job.

An Employee will be considered actively working on any day that is:

- (a) a regular paid holiday or day of vacation; or
- (b) a regular or scheduled non-working day;

provided the Employee was actively working on the last preceding regular work day.

If an Employee's customary place of employment is at home, the Employee will be considered actively working if not confined on that day as described in the Confinement Rule.

### **Confinement Rule**

1. If an eligible Employee is confined due to an Injury or Sickness:

- (a) in a Hospital as an inpatient;
- (b) in any institution or facility other than a Hospital; or
- (c) at home and under the supervision of a Physician;

insurance will begin on the day the Employee returns to Active Employment.

2. If an eligible Employee is Actively Employed and is not:

- (a) confined; and
- (b) available for work because of an Injury or Sickness;

insurance will begin on the day the Employee returns to Active Employment.

**Employee** means a person who receives compensation from the Policyholder for work performed for the Policyholder. An employee will not include a person who is unauthorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations.

The term Employee does not include any person performing services for the Policyholder:

- (a) pursuant to an independent contractor relationship with the Policyholder;
- (b) subject to the terms of a leasing agreement between the Policyholder and a leasing organization;
- (c) who receives income which is reported by the Policyholder on IRS form 1099;
- (d) while outside the United States for any period in excess of 12 consecutive months, unless approval has been received from the Home Office;
- (e) on a seasonal basis; or
- (f) on a temporary basis.

### **Eligible Employees**

An Employee who is Actively Employed on July 1, 2010 becomes eligible for insurance under this Policy on July 1, 2010.

An Employee who is hired after July 1, 2010 becomes eligible for insurance under this Policy on the day following completion of 30 days of continuous Active Employment.

### **When Insurance Begins**

An Employee will become insured on the day the Employee becomes eligible, provided the Employee is Actively Working on that day. If the Employee is not Actively Working on that day, insurance will begin on the day the Employee returns to Active Work.

If an Employee was eligible for group disability coverage under a plan maintained by the Policyholder immediately prior to the effective date of this Policy but did not elect coverage under such plan, the Employee may enroll for insurance under this Policy if the Employee is otherwise eligible and provides Us with evidence of good health. If such evidence is acceptable to Us, We will determine the day insurance begins.

### **Reinstatement of Insurance**

If an eligible Employee wants to reinstate insurance after insurance has ended, the following will apply:

Rehire: If insurance ended because the Employee ceased to be eligible under this Policy and the Employee becomes eligible again within 90 days after insurance ended, the waiting period will be waived. All other Policy provisions, including Pre-existing Conditions, will apply.

### **When Your Classification or the Amount of Insurance Changes**

Any change in Your classification, coverage or amount of Your insurance as shown in the Schedule will take effect on the day of the change, provided You are Actively Working on that day. If You are not Actively Working on that day, the following conditions will apply:

- (a) If the change involves an increase in amount of insurance, the change will not take effect until the day You return to Active Work.
- (b) If the change involves a decrease in the amount of insurance, the change will take effect on the day of the change.

In no event will any change take effect during a period of Disability.

### **When Your Insurance Ends**

Your insurance will end at midnight at the main office of the Policyholder on the earliest of:

- (a) the day this Policy ends;
- (b) the day any premium contribution for Your insurance is due and unpaid;
- (c) the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less); or
- (d) the day You are no longer eligible. You will no longer be eligible when the earliest of the following occurs:
  - (1) You are not in an eligible classification described in the **Schedule**;
  - (2) Your employment with the Policyholder ends;
  - (3) You are not Actively Employed; or
  - (4) You do not satisfy any other eligibility condition described in this Policy.

We will provide benefits for a payable claim which occurs while You are covered under this Policy.

### **Continuation of Insurance During Disability**

If You become Disabled, Your insurance will continue without payment of premium for as long as You are entitled to receive Monthly Benefits, provided the premium is paid during the Elimination Period.

### **Continuation of Insurance Under Family and Medical Leave**

The federal Family Medical Leave Act of 1993 (FMLA) and any amendments thereto as well as certain state statutes provide continuation of coverage in certain instances for leaves of absence.

You may be eligible for continued coverage under FMLA and/or any state family medical leave laws. You should check with Your employer for additional information regarding the continued coverage that may be available to You.

Any continued coverage for family medical leave will not exceed the continued coverage provided by FMLA and/or state required family medical leave.

Any family medical leave continuation is subject to all terms and conditions of the Policy, including, without limitation, payment of premium and eligibility. Any continued coverage will end in accordance with the **When Your Insurance Ends** provision in Your Certificate.

### **Continuity of Coverage Upon Transfer of Insurance Carrier**

If You are not Actively Employed on the effective date of this Policy due to Injury or Sickness, upon payment of the premium, You will be insured under this Policy if You:

- (a) were covered under a group disability plan maintained by the Policyholder immediately prior to the effective date of this Policy; and
- (b) You resume Active Employment.

### **Effect of a Pre-existing Condition**

If You become insured under this Policy on its effective date and were covered under a group disability plan maintained by the Policyholder immediately prior to the effective date of this Policy, any benefits payable under this Policy for a Disability due to a Pre-existing Condition will be determined as follows:

1. If You cannot satisfy the Pre-existing Conditions provision of this Policy, but have satisfied the pre-existing condition provision under the prior disability plan, giving consideration towards continuous time covered under both plans, We will pay the lesser of:
  - (a) the benefit that would have been paid under the prior plan; or
  - (b) the benefit payable under this Policy.
2. If You cannot satisfy the Pre-existing Conditions provision under this Policy or of the prior plan, no benefit under this Policy will be payable.

## LONG-TERM DISABILITY BENEFITS

### **Benefits**

If, while insured under this provision, You become Disabled due to Injury or Sickness, We will pay the Monthly Benefit shown in the Schedule. Benefits will begin after You satisfy the Elimination Period shown in the Schedule.

### **Pre-existing Conditions**

We will not provide benefits for Disability:

- (a) caused by, contributed to by, or resulting from a Pre-existing Condition; and
- (b) which begins in the first 12 months after You are continuously insured under this Policy.

A **Pre-existing Condition** means any Injury or Sickness for which You received medical treatment, advice or consultation, care or services including diagnostic measures, or had drugs or medicines prescribed or taken in the 3 months prior to the day You become insured under this Policy.

### **Recurrent Disability**

A Recurrent Disability will be treated as part of Your prior claim and You will not be required to satisfy another Elimination Period if:

- (a) You were continuously insured under the Policy for the period between Your prior claim and Your Recurrent Disability; and
- (b) Your Recurrent Disability occurs within six months of the end of Your prior claim.

In order to prevent over-insurance because of duplication of benefits, benefits payable under this Recurrent Disability provision will cease if benefits are payable to You under any other group disability income policy or plan.

### **Survivor Benefit**

We will pay a survivor benefit to Your Eligible Survivor when We receive proof that You died:

- (a) after being Disabled; and
- (b) while receiving or eligible to receive a Monthly Benefit under this Policy.

However, if there are no Eligible Survivors, the survivor benefit will be paid to Your estate.

**Eligible Survivor** means Your spouse, if living; otherwise, it means Your natural and/or adopted children who are living and under age 25. An Eligible Survivor must be living at the time of Your death.

The survivor benefit will be an amount equal to 3 times Your Monthly Benefit payable for the month immediately prior to Your death.

If a Survivor Benefit is payable to Your child and, if there is more than one such child, then the survivor benefit will be divided equally among such children.

If payment becomes due to Your child or children, the payment will be made to:

- (a) Your child or children; or
- (b) a person named by Us to receive payments on the child's or children's behalf. This payment will be valid and effective against all claims by the child or children or by others representing or claiming to represent said child or children.

### **When Benefits End**

Benefits will be paid during a period of Disability until the earliest of:

- (a) the day You are no longer Disabled;
- (b) the day You die;
- (c) the end of the Maximum Benefit Period shown in the Schedule;
- (d) the day You fail to provide Us satisfactory proof of continuous Disability and/or any Current Earnings;
- (e) the day You fail to comply with Our request to be examined by a Physician and/or vocational rehabilitation expert of Our choice;
- (f) the day You are not under Regular Care for the Injury or Sickness that caused the Disability;
- (g) the day You are able to return to work on a part-time or full-time basis and do not do so; or
- (h) the day Monthly Benefits have been paid to You for a cumulative period of 12 months, when You are outside the United States or Canada on such day. If You are in the United States or Canada on such day, Monthly Benefits are payable to the end of the Maximum Benefit Period shown in the Schedule, subject to all other Policy provisions.

### **General Exclusions**

We will not pay benefits for any Disability which is caused by, contributed to by, or resulting from:

- (a) declared or undeclared war or any act of war or armed aggression;
- (b) Your participation in a riot, insurrection or rebellion;
- (c) Your commission of a felony for which You have been charged under state or federal law;
- (d) an intentionally self-inflicted Injury or Sickness, whether You are sane or insane;
- (e) attempted suicide, whether You are sane or insane;
- (f) Alcohol and Drug Abuse and/or Substance Abuse, except as specifically provided in the Schedule; or
- (g) Mental Disorders, except as specifically provided in the Schedule.

We also will not pay benefits for any Disability:

- (a) with respect to Alcohol and Drug Abuse and/or Substance Abuse, while You are not being actively supervised by and receiving continuing treatment from a rehabilitation center or designated institution approved for such treatment by an appropriate body in the governing jurisdiction, or if none, by Us;
- (b) while You are incarcerated or imprisoned for any period exceeding 60 days; or
- (c) that is solely a result of a loss of a professional license, occupational license or certification.

## VOCATIONAL REHABILITATION PROVISION

If You are disabled and are receiving disability benefits as provided by the policy, You may be eligible to receive vocational rehabilitation services. These services include, but are not limited to:

- (a) job modification;
- (b) job placement;
- (c) retraining; and
- (d) other activities reasonably necessary to help You return to work.

Eligibility for vocational rehabilitation services is based on Your education, training, experience and physical/mental capabilities. Before vocational rehabilitation services will be considered:

- (a) Your disability must not allow You to perform Your regular occupation;
- (b) You must not have the necessary skills to allow You to perform another occupation;
- (c) You must have the physical and mental capability for successful completion of a rehabilitation program; and
- (d) there must be reasonable expectation that rehabilitation services will help You return to active employment.

All vocational rehabilitation programs will be developed with input from You, Your physician, Your employer and Us and described on an Individual Written Rehabilitation Plan (IWRP), which states:

- (a) the vocational rehabilitation goals;
- (b) the responsibilities of Us, You and any third parties associated with the IWRP;
- (c) the times and dates of the vocational rehabilitation services; and
- (d) all costs associated with the services.

Either We, Your physician, or You may initiate consideration for Your participation in vocational rehabilitation. Failure to participate without good cause will result in reduction or termination of Disability benefits. Reduction of benefits will be based on Your income potential if You were employed after a vocational rehabilitation program.

### **Definitions**

**Good Cause** means documented physical or mental impairments not identified in Your existing disability claim that:

- (a) renders You incapable of rehabilitation;
- (b) interferes with a medical program You are currently participating in; or
- (c) conflicts with any other program You are participating in that will allow You to return to active employment.

We will make the final determination of any vocational rehabilitation services provided, eligibility for participation and any continued benefit payments.

The definition of Disability will not apply during the term of the vocational rehabilitation program but will be reapplied after such program ends.

## PAYMENT OF CLAIMS

### **How To File Claims**

It is important for You to notify Us of Your claim as soon as possible so that a claim decision can be made in a timely manner. Before Your claim can be considered, We must be given a written proof of loss, as described below. In the event of Your death or incapacity, Your beneficiary or someone else may give Us the proof.

### **Proof of Loss Requirements**

1. First, request a claim form from the Plan Administrator or from Us.

This request should be made:

- (a) within 20 days after a loss occurs; or
- (b) as soon as reasonably possible.

When We receive the request, We will send a claim form for filing proof of loss. If You do not receive the form within 15 days of Your request, You can meet the proof of loss requirement by giving Us a written statement of what happened. Such statement should include:

- (a) that You are under the Regular Care of a Physician;
  - (b) the appropriate documentation of Your job duties at Your regular occupation and Your Basic Monthly Earnings;
  - (c) the date Your Disability began;
  - (d) the cause of Your Disability;
  - (e) any restrictions and limitations preventing You from performing Your regular occupation;
  - (f) the name and address of any Hospital or institution where You received treatment, including attending Physicians.
2. Next, You and Your employer must complete and sign Your sections of the claim form, and then give the claim form to the Physician. Your Physician should fill out his or her section of the form, sign it, and send it directly to Us.
  3. The claim form should be sent to Us within 90 days after the end of Your Elimination Period; or as soon as reasonably possible. If it is not possible to give Us proof within 90 days, it must be given to Us no later than one year after the time proof is otherwise required, unless the claimant is not legally capable.

### **How Claims are Paid**

Benefits will be paid monthly after We receive acceptable proof of loss.

Benefits will be paid to You, except benefits due but unpaid at Your death may be paid, at Our option, to:

- (a) any member of Your family; or
- (b) Your estate.

This provision does not apply to any Survivor Benefits payable under the Policy.

### **Examination**

We sometimes require that a claimant be examined by a Physician or vocational rehabilitation expert of our choice. We will pay for these examinations. We will not require more than a reasonable number of examinations.

### **Overpayments**

We have the right to recover any overpayments due to:

- (a) fraud;
- (b) any error We make in processing a claim; and
- (c) Your receipt of Other Income Benefits.

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

We will not recover more money than the amount We paid You.

### **Authority to Interpret Policy**

Policy benefits will be paid only if We determine, in Our discretion, that the claimant is entitled to benefits under the terms of the Policy (see the Authority to Interpret Policy provision in the ERISA Summary Plan Description information included with the Certificate).

# DISABILITY CLAIM REVIEW PROCEDURES

(As Federally Mandated)

## DEFINITIONS

An “**Adverse Benefit Determination**” means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of Your eligibility to participate in a plan.

A document, record, or other information will be considered “**Relevant**” to a claim if it:

- (a) was relied upon in making the claim decision;
- (b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision;
- (c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants; or
- (d) constitutes a statement of policy or guidance with respect to the Policy concerning the denied benefit for the diagnosis, without regard to whether such advice or statement was relied upon in making the claim decision.

## INITIAL CLAIM DECISION

Initial Claim Decision. We will make a claim decision regarding Your disability claim within 45 days after Our receipt of the claim.

Extensions. This 45 day period may be extended for up to 30 days, if We (1) determine that such an extension is necessary due to matters beyond Our control and (2) notify You, prior to the expiration of the initial 45 day period, of the circumstances requiring the extension and the date by which We expect to render a decision. If, prior to the end of the first 30 day extension period, We determine that, due to matters beyond Our control, a decision cannot be rendered within that extension period, the period for making the decision may be extended for up to an additional 30 days; provided that We notify You, prior to the expiration of the first 30 day extension period, of the circumstances requiring the extension and the date as of which We expect to render a decision.

Notice of Extension. Our notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a claim decision and the additional information needed to resolve those issues. You will have 45 days within which to provide the specified information.

Time Periods. The period of time within which a claim decision is required to be made will begin at the time a claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing. If a period of time is extended as described above due to Your failure to submit information necessary to decide a claim, the period for making the claim decision will be “tolled” or suspended from the date on which notice of the extension is sent to You until the earlier of: (1) the date on which We receive Your response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

(\*\*\*\*)

## **NOTICE OF ADVERSE BENEFIT DETERMINATION**

We will provide written or electronic notice of any Adverse Benefit Determination within 45 days after Our receipt of the claim, subject to the extensions described above. The notice will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;
- (c) a description of any additional material or information necessary to complete the claim and the reason We need the material or information;
- (d) a description of the Policy's appeal procedures, including the time limits for such procedures and Your right to bring a civil action under the Employee Retirement Income Security Act (ERISA) following the appeal process;
- (e) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the Adverse Benefit Determination, a statement that it was relied upon in making the Adverse Benefit Determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to You upon request; and
- (f) if the Adverse Benefit Determination was based on a medical necessity or experimental treatment or similar exclusion, a statement that it was relied upon in making the Adverse Benefit Determination and that an explanation of the scientific or clinical judgment for the determination will be provided free of charge to You upon request.

## **APPEALS OF ADVERSE BENEFIT DETERMINATIONS**

You may appeal within 180 days following Your receipt of notification of an Adverse Benefit Determination.

The request for an appeal should include:

- (a) Your name;
- (b) the name of the person filing the appeal if different from You;
- (c) the Policy number; and
- (d) the nature of the appeal.

You will have the opportunity to submit written comments, documents, records, and other information relating to the claim.

You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Our review will take into account all comments, documents, records, and other information submitted by You relating to the claim, without regard to whether such information was submitted or considered in the initial claim decision.

Our review will not give deference to the initial Adverse Benefit Determination.

Our review will be conducted by an individual who is neither the individual who made the Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of such individual.

We will identify any medical or vocational experts whose advice was obtained in connection with an Adverse Benefit Determination, without regard to whether the advice was relied upon in making the benefit determination.

In deciding an appeal of any Adverse Benefit Determination that is based in whole or in part on a medical judgment, the individual conducting the appeal will consult with a health care professional:

- (a) who has appropriate training and experience in the field of medicine involved in the medical judgment; and
- (b) who is neither an individual who was consulted in connection with the Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of any such individual.

### **APPEAL DECISION**

Notice of Appeal Decision. We will notify You of Our appeal decision within 45 days after receipt of Your timely appeal request, unless We determine that special circumstances require an extension of time for processing the appeal. We will provide You with written or electronic notice of Our appeal decision.

Notice of an Adverse Benefit Determination will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;
- (c) a statement that You are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to Your claim;
- (d) if an internal rule, guideline, protocol, or other similar criterion was used in making the Adverse Benefit Determination, a statement that it was used in making the Adverse Benefit Determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to You upon request;
- (e) if the Adverse Benefit Determination was based on a medical necessity or experimental treatment or similar exclusion, a statement that it was relied upon in making the Adverse Benefit Determination and that an explanation of the scientific or clinical judgment for the determination will be provided free of charge to You upon request; and
- (f) a statement of Your right to bring a civil action under ERISA.

Notice of Extension. If We determine that an extension is required, We will notify You in writing of the extension prior to the termination of the initial 45 day period. In no event will the extension exceed 45 days from the end of the initial period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

Time Periods. The period of time within which an appeal decision is required to be made will begin at the time an appeal is timely filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to Your failure to submit information necessary to decide a claim, the period for making the appeal decision shall be “tolled” or suspended from the date on which the extension notice is sent to You until the earlier of (1) the date on which We receive Your response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

## STANDARD PROVISIONS

### **Insurance Contract**

The insurance contract consists of:

- (a) the Policy;
- (b) the Policyholder's application attached to the Policy; and
- (c) Your application, if required.

### **Changes in the Insurance Contract**

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- (a) does not require You or Your beneficiary's consent; and
- (b) must be:
  - (1) in writing;
  - (2) made a part of the Policy; and
  - (3) signed by one of Our officers.

A change may affect any class of Insured Persons, including retirees if retiree coverage is included in the Policy.

### **Applications**

We may use misstatements or omissions in Your application to contest the validity of insurance, reduce coverage or deny a claim, but We must first furnish You or Your beneficiary with a copy of that application. We will not use Your application to contest or reduce insurance which has been in force for two years or more during Your lifetime. However, if You are not eligible for insurance, there is no time limit on Our right to contest insurance or deny a claim.

Statements in an application are treated as representations, not as warranties.

### **Legal Actions**

No legal action can be brought until at least 60 days after We have been given written proof of loss. No legal action can be brought more than three years after the date written proof of loss is required.

**SUMMARY PLAN DESCRIPTION**

**for  
PSSU Local Unit Health & Welfare Fund**

The Employee Retirement Income Security Act of 1974 (ERISA) requires that certain information be furnished to eligible participants in an employee benefits plan. The employee benefits plan maintained by the Policyholder shall be referred to herein as the “Plan.”

This Certificate is Your ERISA Summary Plan Description for the insurance benefits described herein.

Contributions are made solely by Your employer. Contributions are based on the amount of insurance premiums necessary to provide Plan coverage.

**EMPLOYER IDENTIFICATION NUMBER/PLAN NUMBER**

E.I.N.  23-2029140	P.N.  501
--------------------------	-----------------

**PLAN ADMINISTRATOR**

The Plan is provided through and administered by:

PSSU Local Unit Health & Welfare Fund  
2589 Interstate Drive  
Harrisburg, PA 17110  
Phone: (717) 526-4856

The benefits under the Plan(s) are fully insured by the insurance company shown on Your Certificate of Insurance under a group insurance policy issued by such Company (the “Policy”). Benefits under the Policy are guaranteed to the extent all Policy provisions are met and subject to all terms and conditions of the Policy (including, but not limited to, all exclusions, limitations and exceptions in the Policy). The insurance company’s home office is located at Mutual of Omaha Plaza, Omaha, NE 68175.

**AGENT FOR SERVICE OF LEGAL PROCESS**

PSSU Local Unit Health & Welfare Fund  
2589 Interstate Drive  
Harrisburg, PA 17110  
Phone: (717) 526-4856

Service of legal process may be served upon the Plan Administrator.

**PLAN YEAR**

Each 12-month period beginning on July 1 is a Plan Year for the purposes of accounting and all reports to the United States Department of Labor and other regulatory bodies.

## STATEMENT OF ERISA RIGHTS

As a participant in the Plan, You are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

(a) Receive Information About Your Plan and Benefits

- (1) Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including insurance contracts and a copy of the latest annual report (Form 5500 Series) **filed** by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- (2) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
- (3) Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

(b) Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate Your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of You and other Plan participants and beneficiaries. No one, including Your employer, or any other person, may fire You or otherwise discriminate against You in any way to prevent You from obtaining a benefit or exercising Your rights under ERISA.

(c) Enforce Your Rights

If Your claim for a benefit is denied or ignored, in whole or in part, You have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps You can take to enforce the above rights. For instance, if You request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, You may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay You up to \$110 a day until You receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If You have a claim for benefits which is denied or ignored, in whole or in part, You may file suit in a state or Federal court. In addition, if You disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, You may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if You are discriminated against for asserting Your rights, You may seek assistance from the U.S. Department of Labor, or You may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If You are successful the court may order the person You have sued to pay these costs and fees. If You lose, the court may order You to pay these costs and fees, for example, if it finds Your claim is frivolous.

(d) Assistance with Your Questions

If You have any questions about Your Plan, You should contact the Plan Administrator. If You have any questions about this statement or about Your rights under ERISA, or if You need assistance in obtaining documents from the Plan Administrator, You should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in Your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about Your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

**PLAN DISCLOSURES**

You are entitled to request from the Plan Administrator, without charge, information applicable to the Plan’s benefits and procedures. In addition, Your Certificate includes, as applicable, a description of:

- (a) employee eligibility requirements;
- (b) when insurance ends;
- (c) state or federal continuation rights; and
- (d) claims procedures; additional details shall be furnished upon request.

**AUTHORITY TO INTERPRET POLICY**

The Policyholder has delegated to Us the discretion to determine eligibility for benefits and to construe and interpret all terms and provisions of the Policy. Benefits under the Policy will be paid only if We decide, after exercising Our discretion, that the Insured Person is entitled to them. In making any decision, We may rely on the accuracy and completeness of any information furnished by the Policyholder, an Insured Person or any other third parties.

The Insured Person has the right to request a review of Our decision. If, after exercising the Policy’s review procedures, the Insured Person’s claim for benefits is denied or ignored, in whole or in part, the Insured Person may file suit and a court will review the Insured Person’s eligibility or entitlement to benefits under the Policy.

**PLAN CHANGES**

The persons with authority to change, including the authority to terminate, the Plan or the Policy on behalf of the Policyholder are the Policyholder’s Board of Directors or other governing body, or any person or persons authorized by resolution of the Board or other governing body to take such action. Please refer to the provision in Your Certificate entitled “Changes in the Insurance Contract” for additional information about how the Policy can be changed. The Policyholder is authorized to apply for and accept the Policy and any changes to the Policy on behalf of the Policyholder.

## LONG-TERM DISABILITY DEFINITIONS

Terms defined in this provision are used in, or apply to, other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

**Appropriate Care and Treatment** means medical care and treatment that meet all of the following:

- (a) It is received from a Physician whose expertise, medical training and clinical experience are suitable for treating Your Injury or Sickness;
- (b) It is Medically Necessary;
- (c) It is consistent in type, frequency and duration of treatment with relevant guidelines based on national medical research or published by health care organizations and government agencies;
- (d) It is consistent with the diagnosis of Your condition; and
- (e) Its purpose is to improve Your medical condition and thereby aid in Your ability to return to work.

**Current Earnings** means any actual pre-tax monthly income You receive while You are working and eligible to receive a Monthly Benefit, or the pre-tax earnings You could receive if You were working at Your Maximum Capacity. If Your current earnings fluctuate, We reserve the option to average Your current earnings over the most recent three-month period and continue Your claim provided the average does not exceed the percentage of Indexed Pre-Disability Earnings allowed by the Policy. A Monthly Benefit will not be payable for any month during which Your current earnings exceed that percentage.

**Deferred Compensation** means contributions You make through a salary reduction agreement with Your employer to a plan or arrangement under Internal Revenue Code (IRC) §:

- (a) 401(k);
- (b) 403(b);
- (c) 408(k);
- (d) 457 Deferred Compensation arrangement; or
- (e) any other deferred compensation agreement or arrangement defined under the Internal Revenue Code.

**Disability and Disabled** means that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred in which You are:

- (a) prevented from performing at least one of the Material Duties of Your Regular Occupation on a part-time or full-time basis; and
- (b) unable to generate Current Earnings which exceed 99% of Your Basic Monthly Earnings due to that same Injury or Sickness.

After a Monthly Benefit has been paid for 24 months, Disability and Disabled mean You are unable to perform all of the Material Duties of any Gainful Occupation.

Disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with Your employer.

**Elimination Period** means the number of days of Disability which must be satisfied before You are eligible to receive benefits. The elimination period is shown in the Schedule. The elimination period begins on the first day of Disability. If You are not continuously Disabled, the elimination period must be satisfied within a period of time which does not exceed two times the length of the elimination period; otherwise, a new elimination period will apply.

**Gainful Occupation** means an occupation, for which You are reasonably fitted by training, education or experience, is or can be expected to provide You with Current Earnings at least equal to 85% of Basic Monthly Earnings within 12 months of Your return to work.

**Gross Monthly Benefit** means Your Monthly Benefit amount before any reduction for Other Income Benefits and Current Earnings.

**Hospital** means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing Your Disability. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

**Injury** means an accidental bodily injury which is the direct result of a sudden, unexpected and unintended external force or element, such as a blow or fall, that requires treatment by a Physician. It must be independent of Sickness or any other cause, including, but not limited to, complications from medical care. Disability due to such injury must begin while You are insured under the Policy. Injury does not include elective or cosmetic surgery or procedures, or complications resulting therefrom.

**Material Duties** means the essential tasks, functions, and operations relating to an occupation that cannot be reasonably omitted or modified. In no event will We consider working an average of more than 40 hours per week in itself to be a part of material duties. One of the material duties of Your Regular Occupation is the ability to work for an employer on a full-time basis.

**Maximum Capacity** means, based on Your medical restrictions and limitations:

- (a) during the first 24 months of Disability payments, the greatest extent of work You are able to do in Your Regular Occupation; and
- (b) after 24 months of Disability payments, the greatest extent of work You are able to do in any occupation that is reasonably available and for which You are reasonably fitted by education training or experience.

**Medically Necessary** means care that is ordered, prescribed or rendered by a Physician or Hospital and is determined by Us, or a qualified party or entity selected by Us, to be:

- (a) provided for the diagnosis or direct treatment of Your Injury or Sickness;
- (b) appropriate and consistent with the symptoms and findings or diagnosis and treatment of Your Injury or Sickness; and
- (c) provided in accordance with generally accepted professional standards and/or medical practice.

**Mental Disorder/Alcohol and Drug Abuse and/or Substance Abuse** means any condition or disease, regardless of its cause, listed in the most recent edition of the International Classification of Diseases as a mental disorder.

The Policy may include limited benefits for any one or more of the conditions or diseases included in this definition. If it does, only those limited benefits relating to those conditions or diseases will be available.

**Physician** means any of the following licensed practitioners:

- (a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- (b) a licensed doctoral clinical psychologist; or
- (c) where required by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include You, a person who lives with You or is a part of Your family (Your spouse; or a child, brother, sister or parent of You or Your spouse).

**Policyholder's Retirement Plan** means any retirement plan:

- (a) which is part of any federal, state, county, municipal or association retirement system; and
- (b) for which You are eligible as a result of employment with the Policyholder.

**Recurrent Disability** means a Disability which is related to or due to the same cause(s) of a prior Disability for which You received a Monthly Benefit under this Policy.

**Regular Care** means:

- (a) You visit a Physician as frequently as is medically required, according to standard medical practice, to effectively manage and treat Your disabling condition; and
- (b) You receive Appropriate Care and Treatment.

**Regular Occupation** means the occupation You are routinely performing when Your Disability begins. Your regular occupation is not limited to the specific position You held with the Policyholder, but will instead be considered to be a similar position or activity based on job descriptions included in the most current edition of the U.S. Department of Labor Dictionary of Occupational Titles (DOT). We have the right to substitute or replace the DOT with a service or other information that We determine of comparable purpose, with or without notice. To determine Your regular occupation, We will look at Your occupation as it is normally performed in the national economy, instead of how work tasks are performed for a specific employer, at a specific location, or in a specific area or region.

**Retirement Benefit** means money which:

- (a) is payable under a Retirement Plan either in a lump sum or in the form of periodic payments;
- (b) does not represent contributions made by You; and
- (c) is payable upon the later of:
  - (1) early or normal retirement as defined in the Policyholder's Retirement Plan or under the U.S. Social Security Act; or
  - (2) Disability, if the payment does not reduce the amount of money which would have been paid at the normal retirement age under the plan if the Disability had not occurred.

**NOTE:** Regardless of how the retirement funds from the Retirement Plan are distributed, We will consider Your contributions and Your employer's contributions to be distributed simultaneously during Your lifetime.

**Retirement Plan** means a plan which provides Your Retirement Benefits and which is not funded wholly by Your contributions. The term shall not include a profit-sharing plan or a plan such as a 401(k), a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, or a non-qualified plan of Deferred Compensation.

**Rider** means a provision added to the Policy or Your Certificate to expand or limit benefits or coverage.

**Sickness** means a disease, disorder or condition, including pregnancy, for which you are under the care of a Physician. Disability must begin while you are insured under the Policy. Sickness does not include elective or cosmetic surgery or procedures, or complications resulting therefrom.

**We, Our, Us** means the Insurance Company shown on Your Certificate of Insurance.

**You, Your and Insured Person** means an insured employee or member.



Group Policy Number GLTD-AGDM



**MUTUAL *of* OMAHA**

Publication Date: June 25, 2010