



Group Long Term Disability Plan

UCLA Medical Center

Policy No. 121029-01

Underwritten by: Provident Life and Accident Insurance Company

5-04

PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY
1 Fountain Square
Chattanooga, Tennessee 37402
(423) 755-1011

GROUP LONG TERM DISABILITY INSURANCE CERTIFICATE

POLICYHOLDER UCLA Medical Center
10833 Le Conte Avenue
Los Angeles, CA 90024-1602

POLICY NUMBER 121029-01

EFFECTIVE DATE August 1, 1993
Revised: July 1, 2004

PLAN ANNIVERSARY DATE Each July 1st

JURISDICTION California

We certify that you are covered under a group policy (herein called "Policy") for the coverages indicated on your **Schedule of Insurance**. The Policy is a contract between the Policyholder and Provident Life and Accident Insurance Company. It may be changed or terminated only by those parties alone and constitutes the agreement under which payments are paid.

This Certificate summarizes the provisions of the Policy as they may affect you. It is not the contract of insurance; it is evidence of insurance under the Policy.

In this Certificate "you" and "your" refer to the Covered Person. "We," "us," and "our" mean Provident Life and Accident Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings and references to them appear in boldface type.



**VICE-PRESIDENT, CORPORATE
SECRETARY AND ASSISTANT
GENERAL COUNSEL**



**PRESIDENT AND
CHIEF EXECUTIVE OFFICER**

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SECTION I - INSURING CLAUSE

This Certificate is issued under a Policy that provides income replacement benefits when you become Disabled. Your Disability must commence while the Policy is in effect. When we receive satisfactory Proof of Loss, we will pay long term disability (LTD) monthly benefits according to the terms of the Policy.

SECTION II - SCHEDULE OF INSURANCE

This Schedule of Insurance highlights many of the features of your (LTD) insurance plan. Please refer to the text of each section for full details of coverage.

The following information describes all covered Employers and subsidiaries and identifies the class(es) and schedule(s) in effect under the Policy.

EMPLOYER UCLA Medical Center

SUBSIDIARY NAME None

ELIGIBILITY

To be eligible for coverage, you must (a) apply for coverage under the Policy; (b) be an Eligible Person; and (c) be a member of an Eligible Class.

To be an Eligible Person, you must meet the following requirements:

1. be an employee Actively at Work for the Employer;
2. be regularly scheduled to work at least 30 hours per week;
3. be a citizen or legal resident of the United States, its territories, or Canada;
4. not be a temporary or seasonal employee; and
5. not be a full-time member of the armed forces of any country.

ELIGIBLE CLASS(ES)

All active full-time residents, interns, and fellows

CLASS DESCRIPTION(S)

All active full-time residents, interns, and fellows

COVERED PERSON

To be a Covered Person under the Policy, you must (a) be an Eligible Person; (b) be accepted for coverage under the Policy; (c) make premium payments when due "if required"; (d) complete the Eligibility Waiting Period; and (e) meet the requirements of **Active Work** and **When Coverage Becomes Effective** in **Section VI - Coverage Provisions**.

ELIGIBILITY WAITING PERIOD

You will become covered under the Policy on the Policy's effective date if you are an Eligible Person on that date. Otherwise you will become covered on your first day as an Eligible Person.

If the Policy is a replacement for a Prior Plan, administration of the Eligibility Waiting Period will be modified according to **Replacement of Prior Plans** in **Section VI - Coverage Provisions**.

If your coverage ends, you may enroll again for coverage under the Policy without having to satisfy the Eligibility Waiting Period if:

1. you were previously covered under the Policy;
2. your coverage ended when your lay-off or leave of absence extended beyond the Lay-off or Leave of Absence Period; and
3. you enroll again within 12 months of the date on which your coverage ended.

SECTION II - SCHEDULE OF INSURANCE (Continued)

EVIDENCE OF INSURABILITY REQUIREMENTS

You are required to provide Evidence of Insurability when:

1. you apply for coverage under Late Enrollment;
2. your coverage under the Policy ceases and you apply for reinstatement; or
3. you were eligible but not covered under the Prior Plan.

DISABILITY BENEFITS AND REQUIREMENTS

LTD BENEFIT AMOUNT Earnings multiplied by the LTD Benefit Percentage, not to exceed the Maximum LTD Monthly Benefit Amount, minus Benefit Offsets

LTD BENEFIT PERCENTAGE 60%

See Disability Benefits Provision for More Information.

EARNINGS Earnings means base monthly salary but excludes commissions, bonuses, overtime pay, and any other extra compensation received from the Employer. Earnings are determined as of the date just prior to the Date of Disability.

MAXIMUM LTD MONTHLY BENEFIT AMOUNT \$3,000 before reduction by Benefit Offsets

MINIMUM LTD MONTHLY BENEFIT AMOUNT The greater of \$100 or 10% of the LTD Monthly Benefit Amount before reduction for Benefit Offsets

ELIMINATION PERIOD 90 days

BENEFIT OFFSETS Direct Family

See Benefit Offsets Provision for More Information.

MAXIMUM BENEFIT PERIOD Determined by your age on the Date of Disability:

GRADED DURATION	AGE AT DISABILITY	MAXIMUM BENEFIT PERIOD
	61 or younger	to age 65
	62	3 years 6 months
	63	3 years
	64	2 years 6 months
	65	2 years
	66	1 year 9 months
	67	1 year 6 months
	68	1 year 3 months
	69 or older	1 year

OWN OCCUPATION PERIOD Up to but not exceeding the Maximum Benefit Period

ANY OCCUPATION PERIOD None

OWN OCCUPATION INCOME LEVEL 80% of Indexed Earnings

ANY OCCUPATION INCOME LEVEL None

SECTION II - SCHEDULE OF INSURANCE (Continued)

COVERAGE INCLUDES	Residual
LAY-OFF OR LEAVE OF ABSENCE PERIOD	Not to exceed 2 Weeks
OTHER BENEFITS	
SURVIVOR BENEFIT AMOUNT	A lump sum payment equal to 3 times the LTD Monthly Benefit Amount not reduced by Benefit Offsets.
REASONABLE ACCOMMODATION EXPENSE BENEFIT	\$500 per lifetime
CONVERSION OF COVERAGE	Yes
COST OF LIVING ADJUSTMENT (COLA)	
COLA FACTOR	3%
MAXIMUM NUMBER OF ADJUSTMENTS	5 years
MAXIMUM ADJUSTED MONTHLY BENEFIT	\$25,000
EXCLUSIONS	
PREEXISTING CONDITION EXCLUSION	Yes; when first covered
PREEXISTING CONDITION PERIOD	The 3 months prior to your coverage effective date
PREEXISTING CONDITION EXCLUSION PERIOD	The first 12 months as a Covered Person
	See Exclusions Provision for More Information.
LIMITATIONS	
MENTAL AND NERVOUS DISORDERS LIMITATIONS	Yes; 24 months of benefits
DRUG AND ALCOHOL DISORDERS LIMITATIONS	Yes; 24 months of benefits
	See Limitations Provision for More Information.

SECTION III - DEFINED TERMS

LIST OF DEFINED TERMS

The page numbers shown below are where each term is defined. For terms defined by an entire section, the page numbers below are those on which the section begins.

Active Work or Actively at Work, 19	Maximum Covered Monthly Earnings, 9
Benefit Offsets, 13	Mental and Nervous Disorders, 17
Benefit Period, 12	Noncontributory Insurance, 9
Contributory Insurance, 8	Own Occupation Disability, 10
CPI-W, 8	Own Occupation Period , 10
Date of Disability, 10	Pension Plans, Retirement Plans, and Retirement Benefits, 9
Disability, Disabled, 10	Physician, 9
Drug and Alcohol Disorders, 18	Policy, 10
Eligibility Waiting Period, 8	Policyholder, 10
Eligible Person, 5	Preexisting Condition, 17
Elimination Period, 12	Prior Plan, 10
Employer, 8	Proof of Loss, 22
Evidence of Insurability, 8	Reasonable Accommodation, 10
Hospital, 8	Sickness, 10
Indexed Earnings, 8	Surviving Children, 15
Injury, 9	Surviving Spouse, 15
Late Enrollment, 9	WAR , 17
LTD Monthly Benefit, 9	Work Earnings, 10
Maximum Benefit Period, 9	

CONTRIBUTORY INSURANCE means that coverage purchased under the Policy is paid for in full or in part by you.

CPI-W means the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the CPI-W is discontinued or changed, we may use a comparable index. When required, we will obtain prior state approval of the new index.

ELIGIBILITY WAITING PERIOD means the period you must wait before coverage becomes effective under the Policy. (See **Section II - Schedule of Insurance**.)

EMPLOYER means the Policyholder and all subsidiaries named on the **Schedule of Insurance**.

EVIDENCE OF INSURABILITY means you must:

1. complete and sign our health and medical history form(s);
2. sign our form authorizing us to obtain information about your health and medical history;
3. at your expense, undergo a physical examination, if required by us, which may include blood testing; and
4. at your expense, provide any additional information about your insurability that we may reasonably require.

HOSPITAL means a legally operated institution or facility providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians and registered nurses. Nursing homes, rest homes, convalescent homes, homes for the aged, and facilities primarily providing custodial, educational, or rehabilitative care are not Hospitals.

INDEXED EARNINGS means your Earnings adjusted by the rate of increase in the CPI-W. During the first year of Disability, your Indexed Earnings are the same as your Earnings. After that, the Indexed Earnings are determined on each anniversary of your Date of Disability by increasing the previous year's Indexed Earnings by the rate of increase in the CPI-W for the prior calendar year. The maximum adjustment in any year is 10%. Indexed Earnings will not decrease even if the CPI-W decreases.

SECTION III - DEFINED TERMS (Continued)

INJURY means an accidental bodily injury requiring treatment by a Physician.

LATE ENROLLMENT means you have applied for Contributory coverage 31 days or more after the date you first became an Eligible Person.

LTD MONTHLY BENEFIT means the monthly benefit payable under the terms of the Policy.

MAXIMUM BENEFIT PERIOD means the longest period for which LTD Monthly Benefits are payable for any one period of continuous Disability. The Maximum Benefit Period will begin to accrue when the Elimination Period ends. LTD Monthly Benefits are not payable after the end of the Maximum Benefit Period even if you are still Disabled. (See **Section II - Schedule of Insurance.**)

MAXIMUM COVERED MONTHLY EARNINGS means the Maximum LTD Monthly Benefit divided by the LTD Benefit Percentage.

NONCONTRIBUTORY INSURANCE means coverage purchased under the Policy is paid for in full by the Policyholder.

PENSION PLANS, RETIREMENT PLANS, and RETIREMENT BENEFITS mean money paid to a fund by the Employer on your behalf that is later received by you at the time of your retirement and

1. is established for the purpose of providing a source of retirement income; and
2. does or does not result in a reduction of the amount of money you would receive when Disabled under the plan at your normal retirement age.

The terms Retirement Plan and Pension Plan include any Retirement Benefit:

1. that is part of any federal, state, county, municipal, or association retirement system; and
2. for which you are eligible as a result of employment with the Employer.

The terms Retirement Plan or Pension Plan do not include:

1. a profit-sharing plan;
2. a thrift plan;
3. an individual retirement account (IRA);
4. a tax-sheltered annuity (TSA);
5. a stock-ownership plan; or
6. a non-qualified plan of deferred compensation.

Regardless of your retirement date when Disabled, you may be receiving Retirement Benefits. Retirement Benefits will be treated as a Benefit Offset on the later of the following:

1. when you attain age 62; or
2. when you attain your normal retirement date.

Retirement Benefits received voluntarily by you when Disabled prior to your normal retirement date will be treated as a Benefit Offset at the time they are received.

The Benefit Offset will not exceed the percentage being contributed to your Retirement or Pension Plan by the Employer immediately prior to the Date of Disability.

Retirement Benefits may be paid in either a lump sum or in periodic payments. Your Benefit Offsets will be adjusted according to the manner in which your Retirement Benefits are paid. (See **Benefit Offsets** in **Section IV - Benefit Provisions.**)

PHYSICIAN means a licensed medical professional, diagnosing and treating you within the scope of the physician's medical license. A Physician does not include:

1. yourself;
2. the Employer;
3. an employee of the Employer; or
4. anyone related to you by blood, marriage, or adoption.

SECTION III - DEFINED TERMS (Continued)

POLICY means the group LTD Insurance Policy issued by us to the Policyholder and identified by the policy number.

POLICYHOLDER means the entity named on the face page of the Policy.

PRIOR PLAN means the Employer's group long term disability insurance policy in effect on the day before the effective date of the replacement coverage under the Policy.

REASONABLE ACCOMMODATION means any modification or adjustment to a job, an employment practice, or the work environment that makes it possible for an individual with a Disability to enjoy an equal employment opportunity without causing undue hardship on the Employer.

SICKNESS means an illness or disease, including pregnancy or complications of pregnancy, requiring treatment by a Physician.

WORK EARNINGS means your earnings from self-employment or earnings from work performed for the Employer or any other employer while Disabled.

DEFINITIONS OF DISABILITY

You are Disabled if due to your Sickness or Injury you meet the following definition(s) of Disability:

OWN OCCUPATION DISABILITY DEFINITION

You are Disabled from your Own Occupation if due to your Sickness or Injury you:

1. are unable to earn at least the Own Occupation Income Level shown in **Section II - Schedule of Insurance**; or
2. are unable to perform each of the material duties of the occupation that you regularly perform for the Employer or, if a physician or an attorney, unable to perform each of the material duties of your specialty in the practice of medicine or law; and
3. meet the requirements of the Own Occupation Period in this section.

You will not be considered Disabled if you have Work Earnings in excess of the Own Occupation Income Level shown in **Section II - Schedule of Insurance**.

The Date of Disability is the date on which your Earnings are less than the Own Occupation Income Level. In addition to the requirements of these Definitions of Disability, you must meet the requirements in **Section IV - Benefit Provisions** prior to being eligible for benefits.

OWN OCCUPATION PERIOD

The Own Occupation Period starts on the date that LTD Benefits become payable and continues until you have been Disabled for the period shown in **Section II - Schedule of Insurance**. During the Elimination Period or Own Occupation Period you are required to be Disabled from your Own Occupation.

SECTION IV - BENEFIT PROVISIONS

LTD MONTHLY BENEFIT AMOUNT

BENEFITS PAYABLE WHEN DISABLED AND NOT WORKING

When you are Disabled and do not have Work Earnings, your LTD Monthly Benefit Amount will be the lesser of:

1. Earnings multiplied by the LTD Benefit Percentage, minus any Benefit Offsets; or
2. the Maximum LTD Monthly Benefit Amount shown in **Section II - Schedule of Insurance**.

The applicable amount above will then be reduced by Benefit Offsets.

BENEFITS PAYABLE WHEN DISABLED AND WORKING

When you are Disabled and have Work Earnings, your LTD Monthly Benefit will be calculated as follows:

$$\frac{\text{LTD Benefit Amount X (Indexed Earnings - Work Earnings)}}{\text{Indexed Earnings}}$$

Any LTD Monthly Benefit paid for a period of less than a full month will be the amount of the LTD Monthly Benefit Amount multiplied by the number of days Disabled and divided by 30.

The LTD Monthly Benefit Amount, Maximum LTD Monthly Benefit Amount, and Minimum LTD Monthly Benefit Amount are shown in **Section II - Schedule of Insurance**.

The LTD Monthly Benefit Amount will be determined according to benefit amounts in force under the Policy for you as of the Date of Disability. (See **Section II - Schedule of Insurance**.)

The LTD Monthly Benefit Amount will not be paid:

1. in excess of the Maximum LTD Monthly Benefit Amount;
2. in an amount less than the Minimum LTD Monthly Benefit Amount;
3. during the Elimination Period;
4. for any period in excess of the Maximum Benefit Period; or
5. when you are Disabled and earning more than the occupation income level(s) shown in **Section II - Schedule of Insurance**.

If the Policy is a replacement for a Prior Plan, administration of this LTD Monthly Benefit Amount provision may be modified according to **Replacement of Prior Plans** in **Section VI - Coverage Provisions**.

WHEN LTD MONTHLY BENEFITS BEGIN

LTD Monthly Benefits will be payable on the first day after satisfaction of the Elimination Period.

MINIMUM LTD MONTHLY BENEFIT AMOUNT

When benefits are payable, the LTD Monthly Benefit Amount will not be less than the Minimum LTD Monthly Benefit Amount shown in **Section II - Schedule of Insurance**.

WHEN LTD MONTHLY BENEFITS END

LTD Monthly Benefits will automatically end on the earliest of the following when you:

1. are no longer Disabled;
2. fail to provide satisfactory proof of continuing Disability;
3. continue to be Disabled beyond the Maximum Benefit Period;
4. refuse to cooperate or to participate in a program of rehabilitation approved by us;
5. die; or
6. temporarily return to Active Work and are covered or eligible for coverage under any other group LTD policy.

(See **Effect of a Temporary Return to Active Work** in this **Section IV - Benefit Provisions**.)

SECTION IV - BENEFIT PROVISIONS (Continued)

BENEFITS AFTER COVERAGE ENDS OR IS CHANGED

Your right to receive LTD Monthly Benefits for a Disability that begins while you are covered is not affected by:

1. termination of the Policy after you become Disabled;
2. termination of your coverage while the Policy remains in force; or
3. adoption of amendment(s) approved after your Date of Disability.

ELIMINATION PERIOD

The Elimination Period is the length of time prior to benefits being payable during which you are continuously Disabled. The Elimination Period starts on the Date of Disability and continues for the duration shown in **Section II - Schedule of Insurance**. The Elimination Period may be satisfied while you are Disabled and working.

A new Elimination Period will be applied to each Disability. If you are not continuously Disabled during the Elimination Period, the **Temporary Return to Active Work** provision under this **Section IV - Benefit Provisions** may apply.

BENEFIT PERIOD

The Benefit Period is the length of time during which benefits are payable. You must be continuously Disabled during the Benefit Period to receive benefits under the Policy.

TEMPORARY RETURN TO ACTIVE WORK

If you temporarily return to Active Work while Disabled, the following provisions may apply:

TEMPORARY RETURN TO ACTIVE WORK ALLOWABLE PERIODS

1. If you temporarily return to Active Work while satisfying your Elimination Period, the following will apply:
 - a. the allowable period of a temporary return to Active Work will be calculated as 5 days for each 30 days of required Elimination Period;
 - b. the allowable period of a temporary return to Active Work may not exceed 30 days; and
 - c. if after having returned to Active Work, you become Disabled again and the return to Active Work did not exceed the allowable periods previously described, then you will not be subject to the requirements of a new Elimination Period.
2. If you temporarily return to Active Work during a Benefit Period, the following will apply:
 - a. the allowable period of a temporary return to Active Work may not exceed a total of 180 days; and
 - b. if after having returned to Active Work, you become Disabled again from the same or related cause or causes and your return to Active Work did not exceed the allowable period described above, then your Disability will be considered a continuation of the Benefit Period.

SECTION IV - BENEFIT PROVISIONS (Continued)

EFFECT OF A TEMPORARY RETURN TO ACTIVE WORK

If you temporarily return to Active Work and do not exceed the allowable period, the following will apply to the payment of benefits:

1. the duration of your temporary return to Active Work will not be used to satisfy the Elimination Period or any of the occupational periods described in the **Definitions of Disability** in **Section III - Defined Terms**;
2. the LTD Monthly Benefit Amount will not be payable during a temporary return to Active Work;
3. during a period in which you temporarily return to Active Work, coverage under the Policy will automatically end on the date you become covered or eligible for coverage under any other group policy;
4. the provisions of the Policy will be applied to benefits in the same manner as they would have been applied had there been no interruption in the Elimination Period or Benefit Period; and
5. any change in your Earnings during the time you temporarily return to Active Work will not be used to determine your LTD Monthly Benefit Amount if your Benefit Period resumes.

BENEFIT OFFSETS

Benefit Offsets means the following:

1. sick pay from the Employer;
2. salary continuation or severance pay from the Employer, excluding vacation pay;
3. any amount you receive or are eligible to receive because of your Disability under any Workers' Compensation law or similar law, including amounts for vocational therapy or for partial or total disability, whether permanent or temporary;
4. any amount you receive or are eligible to receive because of Disability under any state disability income benefit law or similar law;
5. any amount you receive or are eligible to receive because of Disability under any group insurance coverage;
6. any Disability or Retirement Benefits, sponsored or contributed to by the Employer on your behalf, that are received under the Employer's Retirement Plan (in addition, see **Pension Plans, Retirement Plans, and Retirement Benefits** in **Section III - Definitions and List of Defined Terms**);
7. any amount you receive or are eligible to receive through the Veterans Administration (except from a National Service Life Insurance Policy) because of your Disability;
8. any amount you receive by compromise, settlement, or other method resulting from a claim for any of the above, whether disputed or undisputed;
9. if the Benefit Offsets are shown as Direct Primary on the **Schedule of Insurance**, then any amount you receive or are eligible to receive because of your Disability or retirement under any Federal Act or Plan;
10. if the Benefit Offsets are shown as Direct Family on the **Schedule of Insurance**, then any amount you, your spouse, or children under age 18 receive or are eligible to receive because of your Disability or retirement under any Federal Act or Plan; and
11. if the Benefit Offsets are shown as All Sources on the **Schedule of Insurance**, the LTD Monthly Benefit Amount equals the lesser of:
 - a. Earnings multiplied by the LTD Benefit Percentage before reduction for Benefit Offsets;
 - b. the LTD Maximum Monthly Benefit Amount; or
 - c. the All Sources percentage multiplied by your Earnings less Benefit Offsets.

Federal Acts and Plans mean any of the following:

- a. the Federal Social Security Act;
- b. the Canada Pension Plan;
- c. the Quebec Pension Plan;
- d. the Railroad Retirement Act;
- e. the Jones' Act; or
- f. any similar plan or act.

SECTION IV - BENEFIT PROVISIONS (Continued)

EXCEPTIONS TO BENEFIT OFFSETS

Benefit Offsets do not include the following:

1. any cost of living increase in any Benefit Offset if the increase becomes effective while you are Disabled and eligible for that Benefit Offset;
2. reimbursement for hospital, medical, or surgical expense;
3. reimbursement for reasonable attorney's fees incurred due to a claim for Benefit Offsets;
4. early Retirement Benefits under the Federal Social Security Act that are not received;
5. if the Benefit Offsets are shown as Direct Primary on the **Schedule of Insurance**, then benefits received under the Federal Social Security Act by your spouse or children under age 18;
6. group credit or mortgage disability insurance benefits;
7. the following amounts under the Employer's Retirement Plan:
 - a. any amount that is attributable to your contributions to the plan; or
 - b. any amount you receive upon termination of employment without being disabled or retired; and
8. benefits from (a) through (h) as follows:
 - a. profit-sharing plan;
 - b. thrift or savings plan;
 - c. deferred compensation plan;
 - d. plans under IRC Section 401(k) or 457;
 - e. individual retirement account (IRA);
 - f. tax-sheltered annuity (TSA) under IRC Section 403(b);
 - g. no fault auto insurance; or
 - h. individual disability insurance.

RULES FOR BENEFIT OFFSETS

LUMP SUM PAYMENTS

When you negotiate a lump sum settlement under any act or law referred to in this Benefit Offset provision, we will divide the lump sum settlement by the lesser of the schedule under state law or the remaining number of months under the Maximum Benefit Period.

See **Pension Plans, Retirement Plans, and Retirement Benefits in Definitions in Section III - Defined Terms** for further information.

PENDING BENEFIT OFFSETS

During the period between the date you apply for Social Security benefits and the date such benefits are actually granted or denied, you must select one of the following options:

1. elect to have the LTD Monthly Benefit Amount reduced by an estimate of your expected Social Security benefit; or
2. elect to have no reduction made until the date Social Security benefits are actually granted.

If you elect option 1, your LTD Monthly Benefit Amount will be adjusted after Social Security benefits are determined.

If you elect option 2, you must sign an agreement promising to repay any overpayment caused by Social Security benefits being paid. This overpayment must be reimbursed to us on the date Social Security benefits are actually paid.

If benefits are denied under the Social Security Act, Railroad Retirement Act, or any plan or act of like intent of a foreign nation, you must file for a request for reconsideration. If denied again, you must request a hearing before an Administrative Law Judge unless waived in writing by us.

SECTION IV - BENEFIT PROVISIONS (Continued)

Your LTD Monthly Benefit Amount will be adjusted as if you had elected option 1 when you do not:

1. elect one of the above options;
2. file a request for reconsideration; or
3. request a hearing before an Administrative Law Judge.

OVERPAYMENT OF CLAIMS

If after having made one or more payments under the Policy, we find that the amount of benefits or payments from other sources that we should have considered in computing the amount of your claim is greater or less than what was considered, we will adjust claim payments in the following manner:

1. if we have underpaid benefits, we will pay the amount necessary to adjust the total payments to the amount that we should have paid; or
2. if we have overpaid benefits, the overpayment must be refunded to us by you.

We may reduce or eliminate future payments instead of requiring repayment in one sum. The Minimum LTD Monthly Benefit will not be paid while the overpayment is being repaid.

COST OF LIVING ADJUSTMENT (COLA)

After you have been Disabled and have received LTD Monthly Benefits for 12 consecutive months, your LTD Monthly Benefit Amount will receive a Cost of Living Adjustment on each anniversary of the date LTD Monthly Benefits began.

Adjustments will end on the earlier of the following:

1. the date the Maximum Benefit Period is satisfied;
2. the date you cease to be Disabled;
3. the date you cease to provide satisfactory proof of ongoing Disability; or
4. the date the number of adjustments made exceed the Maximum Number of Adjustments shown in **Section II – Schedule of Insurance**.

The LTD Monthly Benefit Amount will be adjusted by multiplying it by the COLA Factor shown in **Section II - Schedule of Insurance**.

SURVIVOR BENEFIT

If you die while LTD Monthly Benefits are payable, we will pay a Survivor Benefit. The Survivor Benefit will be paid according to the following:

1. the Survivor Benefit amount shown on the **Schedule of Insurance** will be paid to your Surviving Spouse;
2. if you do not have a Surviving Spouse, but do have Surviving Children, we will pay this benefit to your estate;
3. the Survivor Benefit will not be paid if you do not have a Surviving Spouse or Surviving Children; and
4. Survivor Benefits, if payable, will first be applied to reduce any claim overpayments.

Surviving Spouse means your legal spouse who meets all requirements for a valid legal marriage in your and your Surviving Spouse's state of residence.

Surviving Children means your natural or adopted children who are:

1. unmarried; and
2. under the age of twenty-five (25).

SECTION IV - BENEFIT PROVISIONS (Continued)

REASONABLE ACCOMMODATION EXPENSE BENEFIT

When you are Disabled and are able to return to your job with the Employer if a Reasonable Accommodation is made on your behalf, we will reimburse the Employer for expenses incurred up to but not exceeding the Reasonable Accommodation Expense Benefit Amount shown on the **Schedule of Insurance**.

The Employer is eligible for this benefit if:

1. you will maintain or reinstate your Active Work and Actively at Work status if Reasonable Accommodations are made on your behalf;
2. you become Disabled while employed by the Employer and a Reasonable Accommodation will result in your being able to work for the Employer, any other employer, or in-self employment; and
3. the Reasonable Accommodation is approved in writing by us prior to its implementation.

The Employer will not be considered eligible for this benefit if any of the following apply:

1. the Employer does not incur any cost in implementing or providing a Reasonable Accommodation;
2. the Reasonable Accommodation is not approved in writing by us prior to expenses being incurred and/or implementation of the Reasonable Accommodation; or
3. the modifications recommended do not meet the federal standards of a Reasonable Accommodation as detailed in the Americans with Disabilities Act of 1991, as amended.

If a Reasonable Accommodation is paid for, approved in writing by us, and is implemented by another employer on your behalf or it is necessary to establish you in self-employment, we will reimburse either of those parties for expenses incurred in providing a Reasonable Accommodation for you. However, we reserve the right to determine the appropriateness of a Reasonable Accommodation that may or may not result in your being able to return to employment with the Employer, any other employer, or become self-employed. Payment of a Reasonable Accommodation benefit will not result in a reduction of the LTD Monthly Benefit Amount for which you are eligible.

WAIVER OF PREMIUM

Your coverage will continue without payment of premiums while LTD Monthly Benefits are payable.

CONVERSION OF COVERAGE

When your coverage under the Policy ends, you may buy LTD conversion coverage if you meet the following requirements:

1. coverage ends for a reason other than:
 - a. termination or amendment of the Policy;
 - b. termination of employment due to gross misconduct;
 - c. failure to make required premium contributions; or
 - d. retirement;
2. coverage under the Policy ends after you have been covered under the Employer's long term disability plan for at least 12 consecutive months (including the Policy and any policy it replaced);
3. you are not Disabled on the date your coverage ends; or
4. you apply in writing and pay the application fees within 31 days after your coverage ends.

LTD conversion coverage becomes effective on the day after coverage under the Policy ends.

The individual Provident Life and Accident Policy issued to you when conversion coverage becomes effective will contain provisions that differ from the Policy.

SECTION V - EXCLUSIONS AND LIMITATIONS

EXCLUSIONS

WAR

You are not covered for a Disability caused or contributed to by War or any act of War. War means declared or undeclared War, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

INTENTIONALLY SELF-INFLICTED INJURY

You are not covered for a Disability caused or contributed to by an intentionally self-inflicted Injury, while sane or insane.

RIOT OR CIVIL INSURRECTION

You are not covered for a Disability caused or contributed to by your active participation in an insurrection, rebellion, or riot.

COMMISSION OF A FELONY

You are not covered for a Disability caused or contributed to by your commission of or attempt to commit a felony.

INCARCERATION

Benefits under the Policy will not be payable when you are incarcerated for any period exceeding 90 days.

ARMED FORCES

You are not covered for a Disability caused or contributed to by service in the armed forces as an active member or as a reservist of any country.

PREEXISTING CONDITION

A Disability caused or contributed to by a Preexisting Condition is not covered under the Policy unless the Date of Disability occurs after the Preexisting Condition Exclusion Period shown in **Section II - Schedule of Insurance**.

Preexisting Condition means a mental or physical condition for which you have (a) consulted a Physician; (b) received medical treatment or services; or (c) taken prescribed drugs or medications during the Preexisting Condition Period shown in the **Section II - Schedule of Insurance**.

If the Policy is a replacement for a Prior Plan, administration of this Preexisting Condition provision may be modified according to **Replacement of Prior Plans in Section VI - Coverage Provisions**.

LIMITATIONS

FOREIGN MEDICAL TREATMENT

You are not eligible for benefits during any period of Disability in which you are hospitalized or are receiving medical treatment outside the United States, its territories, or Canada.

MENTAL AND NERVOUS DISORDERS

Payment of LTD Monthly Benefits is limited to the duration shown in **Section II - Schedule of Insurance** for each Disability caused or contributed to, directly or indirectly, by a Mental or Nervous Disorder. If you are confined in a Hospital at the end of the duration, this limitation will not apply while you are continuously confined.

Mental and Nervous Disorders mean physical, mental, emotional, behavioral, or stress-related disorders caused or contributed to, directly or indirectly, by a mental or nervous condition, as classified in the Diagnostic and Statistical Manual of the American Psychiatric Association (DSM) in effect as of the Date of Disability.

SECTION V - EXCLUSIONS AND LIMITATIONS (Continued)

DRUG AND ALCOHOL DISORDERS

Payment of LTD Monthly Benefits is limited to the duration shown in **Section II - Schedule of Insurance** for each Disability caused or contributed to, directly or indirectly, by a Drug or Alcohol Disorder. If you are confined in a Hospital at the end of the duration, this limitation will not apply while you are continuously confined.

Drug or Alcohol Disorders mean physical, mental, emotional, behavioral, or stress-related disorders caused or contributed to, directly or indirectly, by substance abuse or dependency as classified in the Diagnostic and Statistical Manual of the American Psychiatric Association (DSM) and/or the International Classification of Diseases (ICD) in effect as of the Date of Disability.

In no case will LTD Monthly Benefits be paid beyond the original Maximum Benefit Period shown in **Section II - Schedule of Insurance**.

SECTION VI - COVERAGE PROVISIONS

ACTIVE WORK PROVISIONS

ACTIVE WORK OR ACTIVELY AT WORK DEFINITION

Active Work and Actively at Work mean that you are performing each of the material duties of the occupation that you regularly perform for the Employer at the Employer's usual place of business.

ACTIVE WORK REQUIREMENTS

If you are absent from Active Work because of Sickness or Injury on the day before the scheduled effective date of your coverage, your coverage will not become effective until the day after you complete one full day of Active Work as an Eligible Person.

CHANGES IN BENEFITS

This Active Work requirement also applies to any change in benefits. If you return to Active Work during a Benefit Period (see **Benefit Periods** in **Section IV - Benefit Provisions**), you will not qualify for any change in benefits caused when:

1. your status as a Covered Person of a class changes;
2. your Earnings change; or
3. the terms of the Policy change.

EXCEPTIONS

The Active Work Requirement will be waived when you:

1. are absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
2. were Actively at Work on your last scheduled work day before the date of your absence; and
3. were capable of Active Work on the day before the scheduled effective date of your coverage.

WHEN COVERAGE BECOMES EFFECTIVE

NONCONTRIBUTORY INSURANCE

Subject to the Active Work Provisions, Noncontributory Insurance becomes effective on the date you become eligible for coverage under the Policy.

CONTRIBUTORY INSURANCE

If you apply for Contributory Insurance within the first 31 days of becoming eligible, you will not be required to provide Evidence of Insurability. However, if you apply after the first 31 days in which you become eligible, you must provide Evidence of Insurability. Subject to the Active Work provisions, your Contributory Insurance coverage becomes effective on one of the following dates:

1. the date you become eligible if they apply on or before that date;
2. the date you apply if you apply within 31 days after you become eligible; or
3. the date we approve your Evidence of Insurability if you apply more than 31 days after you become eligible.

COVERAGE SUBJECT TO EVIDENCE OF INSURABILITY

Coverage subject to Evidence of Insurability becomes effective on the later of:

1. your effective date of coverage; or
2. the date we approve your Evidence of Insurability.

Coverage subject to Evidence of Insurability is also subject to the **Active Work Provisions** in this **Section VI - Coverage Provisions**.

SECTION VI - COVERAGE PROVISIONS (Continued)

WHEN COVERAGE ENDS

TERMINATION OF STATUS AS A COVERED PERSON

Your coverage will automatically cease under the Policy on the earliest of the following:

1. the date you cease to make premium contributions if your coverage is Contributory;
2. the date the Policy terminates;
3. the date your employment with the Employer terminates;
4. the date on which you cease to meet the requirements shown in **Section II - Schedule of Insurance**;
5. the date on which you cease to be a member of an Eligible Class;
6. the date on which your lay-off or leave of absence exceeds the period shown in the **Schedule of Insurance** under Lay-off or Leave of Absence Period; or
7. if you are a legal resident, the date on which you have been residing outside the United States, its territories, or Canada for a period of 6 or more consecutive months.

CONTINUATION AS A COVERED PERSON

Status as a Covered Person and coverage under the Policy will continue:

1. while you are Disabled;
2. during the Lay-off or Leave of Absence Period shown in the **Schedule of Insurance**; or
3. if the reduction in hours is due to a strike or labor dispute.

In the event that coverage is continued due to a strike or labor dispute, then it will continue for a period not to exceed six months.

REINSTATEMENT OF COVERAGE

You may request reinstatement if your coverage under the Policy ended due to either of the following reasons:

1. you were unable to meet the eligibility requirements of your insured class; or
2. you failed to make a required premium contribution.

You must request reinstatement within 90 days of ceasing to be a Covered Person. Evidence of Insurability is required for all reinstatements.

If coverage is reinstated, the following will apply:

1. the Eligibility Waiting Period will be waived; and
2. the applicable Preexisting Conditions provision in **Section V - Exclusions and Limitations** will be applied as if there were no interruption in coverage.

REPLACEMENT OF PRIOR PLANS

Replacement of a Prior Plan with the Policy may result in some of our provisions being modified. When the Policy replaces a Prior Plan, we will modify our provisions as indicated in the following description of effects. The provisions affected by these modifications include but are not limited to the following:

EFFECT ON ELIGIBILITY WAITING PERIOD

If you were covered under the Prior Plan on the day before the effective date of the Policy, your Eligibility Waiting Period may be waived as of the Policy effective date. If you were previously declined for LTD insurance, you must, for Contributory Insurance, submit Evidence of Insurability satisfactory to us before you can become covered under the Policy. (See **Section II - Schedule of Insurance and Section III - Definitions**.)

SECTION VI - COVERAGE PROVISIONS (Continued)

EFFECT ON PREEXISTING CONDITIONS

If your Disability is subject to the Preexisting Condition Exclusion in **Section V - Exclusions and Limitations**, LTD Monthly Benefits will be payable if:

1. you were covered under the Prior Plan on the day before the effective date of your Employer's coverage under the Policy;
2. you were continuously covered under the Policy from the effective date of the Employer's coverage under the Policy through the date you became Disabled from the Preexisting Condition; and
3. benefits would have been payable under the Prior Plan if it had remained in force, taking into account the preexisting condition limitation or exclusion, if any, of the Prior Plan.

EFFECT ON LTD MONTHLY BENEFITS

The LTD Monthly Benefit will be the monthly benefit that would have been payable under the terms of the Prior Plan if it had remained in force.

EFFECT ON WHEN LTD MONTHLY BENEFITS END

If the Policy is a replacement of a Prior Plan, then LTD Monthly Benefits will automatically end when the earlier of the following occurs:

1. the events listed under **When LTD Monthly Benefits End** in **Section IV - Benefits Provision** of the Policy; or
2. the date on which your benefits under the Prior Plan would have ended if it had remained in force.

SECTION VII - CLAIM PROVISIONS

GENERAL CLAIM PROVISIONS

FILING A CLAIM

Claims should be filed on our forms. If you do not receive our forms within 15 days after you ask for them, you may submit your claims in a letter to us. The letter should include the Date of Disability and the cause and nature of the Disability.

PROOF OF LOSS

Proof of Loss means written evidence satisfactory to us that you are Disabled and entitled to LTD Monthly Benefits. Proof of Loss must be provided at your expense.

TIME LIMITS ON FILING PROOF OF LOSS

You must give us Proof of Loss within 90 days after the end of the Elimination Period. If you cannot do so, you must give it to us when reasonably possible, but no later than 1 year after that 90-day period. If Proof of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

DOCUMENTATION

At your expense, you must submit completed claim statements, a signed authorization for us to obtain information, and any other items we may require in support of your claim. If you do not provide the documentation within 60 days after we mail you our request, your claim may be denied or suspended.

INVESTIGATION OF CLAIM

We may investigate your claim at any time. At our expense, we may have you examined at reasonable intervals by specialists of our choice including physicians, psychologists, psychiatrists, or vocational evaluators. We may deny or suspend LTD Monthly Benefits if you fail to attend an examination or cooperate with the examiner.

TIME OF PAYMENT

We will pay LTD Monthly Benefits within 60 days after the Proof of Loss has been satisfied. LTD Monthly Benefits will be paid to you at the end of each month during which you qualify. LTD Monthly Benefits remaining unpaid at the time of your death will be paid to your estate.

NOTICE OF DECISION ON CLAIM

You will receive a written decision on your claim within a reasonable time after we receive your claim. If you do not receive our decision within 90 days after we receive your claim, you will have an immediate right to request a review as if your claim had been denied. If we deny any part of your claim, you will receive a written notice of denial containing the following information:

1. the reason for our decision;
2. reference to the parts of the Policy on which our decision is based;
3. a description of any additional information needed to support your claim; and
4. information concerning your right to a review of our decision.

REVIEW PROCEDURES

You may request in writing review of a denial of your claim within 60 days after you receive notice of denial. When you request a review, you may send us written comments or other items to support your claim. You may review any nonprivileged information that relates to your request for review.

We will review your claim promptly after we receive your request. We will send you a notice of our decision within 60 days after we receive your request, or within 120 days if special circumstances require an extension. We will state the reasons for our decision and refer you to the relevant parts of the Policy.

TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after you have given us Proof of Loss and have exhausted all appeals. Such action may not be brought more than 3 years after the earlier of:

1. the date we receive Proof of Loss; or
2. the end of the period within which Proof of Loss is required to be given.

EB121029(5-04)