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# YOUR GROUP LONG-TERM DISABILITY BENEFITS

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**FOR EMPLOYEES OF:**

**Barre Supervisory Union**

**CLASS(ES):**

All Eligible Employees

**EFFECTIVE DATE:**

July 1, 2017

**PUBLICATION DATE:**

May 11, 2017

## **NOTICE(S)**

**THIS CERTIFICATE DESCRIBES THE BENEFITS THAT ARE AVAILABLE TO YOU. PLEASE READ YOUR CERTIFICATE CAREFULLY. BENEFITS ARE PROVIDED THROUGH A GROUP POLICY ISSUED IN THE STATE OF VERMONT.**

### **FRAUD WARNING**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claims containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto may be committing a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties.

## **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-B5L5.

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# 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-B5L5 (Policy) has been issued to Barre Supervisory Union (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.

  
Chief Executive Officer

  
Corporate Secretary

## SCHEDULE

**THIS SCHEDULE DESCRIBES THE AMOUNT OF BENEFITS AND CERTAIN OTHER REQUIREMENTS AND LIMITATIONS APPLICABLE TO BENEFITS FOR TOTAL AND PARTIAL 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.**

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

### CLASSIFICATION

All Eligible Employees

### LONG-TERM DISABILITY BENEFITS

#### ELIMINATION PERIOD

The Elimination Period is 90 calendar days.

For accumulating days of Total and/or Partial 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 90 accumulated days during the Elimination Period; and
- b) days You are not Totally or Partially 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 Total or Partial Disability began.

Basic Monthly Earnings includes Employee contributions to Deferred Compensation plans received from the Policyholder.

Basic Monthly Earnings does not include commissions, bonuses, overtime pay, Policyholder contributions to Deferred Compensation plans, shift differentials, and other extra compensation received from the Policyholder.

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

#### MONTHLY BENEFIT

##### Total Disability

If You are Totally Disabled, the Monthly Benefit 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 \$6,500, less any Other Income Benefits.

##### Partial Disability

You may work for wage or profit while Partially Disabled. As a work incentive, You will receive the Monthly Benefit for 24 months of Disability, unless the sum of:

- a) the Gross Monthly Benefit while You are Partially 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 \$100.

When less than one month of Total or Partial Disability benefits is due, a pro rata benefit will be paid for each day of Total or Partial 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 10%.

**MAXIMUM BENEFIT PERIOD**

If You are Totally or Partially Disabled because of an Injury or Sickness, We will pay benefits as follows.

<b>Age at Disability</b>	<b>Maximum Benefit Period</b>
61 or less .....	to age 65 or to Your Social Security Normal Retirement Age, or 3 years and 6 months, whichever is longer;
62 .....	to Your Social Security Normal Retirement Age or 3 years and 6 months, whichever is longer;
63 .....	to Your Social Security Normal Retirement Age or 3 years, whichever is longer;
64 .....	to Your Social Security Normal Retirement Age or 2 years and 6 months, whichever is longer;
65 .....	2 years;
66 .....	1 year and 9 months;
67 .....	1 year and 6 months;
68 .....	1 year and 3 months;
69 or older .....	1 year.

*Social Security Normal Retirement Age* means Your normal retirement age under the United States Social Security Act determined as follows:

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

**Note:** Your Social Security Normal Retirement Age may change subject to any changes to the United States Social Security Act.

## **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 are eligible to receive as a result of Your Total or Partial 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. Any amounts under another group insurance policy or plan for which the Policyholder has paid any part of the cost. A group insurance policy or plan is one for which the Policyholder contributes or makes payroll deductions.
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 Total or Partial 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 Total or Partial 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 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.

*Active Employment or Actively Employed* means Actively Working on a regular and consistent basis for the Policyholder 18 or more hours each week. A Totally or Partially 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, 2017 becomes eligible for insurance under this Policy on July 1, 2017.

An Employee who is hired after July 1, 2017 becomes eligible for insurance under this Policy on the day the Employee begins Active Employment.

## **WHEN INSURANCE BEGINS**

An Employee will become insured on the first day of the Policy month which follows 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.

## **WHEN YOUR CLASSIFICATION OR 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 first day of the Policy month which follows the day of the change, provided You are Actively Working on that day. If You are not Actively Working, the following conditions will apply:

- a) If the change involves an increase in amount of insurance, the change will not take effect until the first day of the Policy month which follows the day You return to Active Work.
- b) If the change involves a decrease in 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 Total or Partial Disability.

## **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 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 TOTAL OR PARTIAL DISABILITY**

If You become Totally or Partially 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.

## NOTICE VERMONT MANDATORY CIVIL UNION ENDORSEMENT

This Rider is made a part of Group Policy GLTD-B5L5.

This Rider is effective the later of July 1, 2017, or the day You become insured under the Policy.

In the event of a conflict between this Rider and any other provision of the Policy, including the Certificate, this Rider shall control. This Rider shall be subject to all provisions of the Policy, including the Certificate, not in conflict with this Rider.

### PURPOSE

This endorsement is part of the policy, contract, certificate and/or riders and endorsements to which it is attached and is intended to provide benefits for parties to a civil union. Vermont law requires that insurance contracts and policies offered to married persons and their families be made available to parties to a civil union and their families. In order to receive benefits in accordance with this endorsement, the civil union must have been established in the state of Vermont according to Vermont law.

### DEFINITIONS, TERMS, CONDITIONS AND PROVISIONS

The definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and endorsements to which this mandatory endorsement is attached are hereby amended and superseded as follows:

Terms that mean or refer to a marital relationship or that may be construed to mean or refer to a marital relationship: such as “marriage”, “spouse”, “husband”, “wife”, “dependent”, “next of kin”, “relative”, “beneficiary”, “survivor”, “immediate family” and any other such terms include the relationship created by a civil union.

Terms that mean or refer to a family relationship arising from a marriage such as “family”, “immediate family”, “dependent”, “children”, “next of kin”, “relative”, “beneficiary”, “survivor” and any other such terms include the family relationship created by a civil union.

Terms that mean or refer to the inception or dissolution of a marriage, such as “date of marriage”, “divorce decree”, “termination of marriage” and any other such terms include the inception or dissolution of a civil union.

“Dependent” means a spouse, a party to a civil union, and/or a child or children (natural, stepchild, legally adopted or a minor who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union.

“Child or covered child” means a child (natural, stepchild, legally adopted or a minor who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union.

### CAUTIONARY DISCLOSURE

**THIS ENDORSEMENT IS ISSUED TO MEET THE REQUIREMENTS OF VERMONT LAW AS EXPLAINED IN THE “PURPOSE” PARAGRAPH ABOVE. THE FEDERAL GOVERNMENT OR ANOTHER STATE GOVERNMENT MAY NOT RECOGNIZE THE BENEFITS GRANTED UNDER THIS ENDORSEMENT. YOU ARE ADVISED TO SEEK EXPERT ADVICE TO DETERMINE YOUR RIGHTS UNDER THIS CONTRACT.**

UNITED OF OMAHA LIFE INSURANCE COMPANY



Corporate Secretary

## LONG-TERM DISABILITY BENEFITS

### BENEFITS

If, while insured under this provision, You become Totally Disabled or Partially 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 Total or Partial 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 Totally or Partially 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 Total or Partial Disability until the earliest of:

- a) the day You are no longer Totally or Partially 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 Total or Partial Disability and/or any Current Earnings during Partial Disability;
- 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 Total or Partial 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 Total or Partial Disability which is caused by, contributed to by, or resulting from:

- a) declared or undeclared war or any act of war;
- b) Your participation in a riot or insurrection;
- 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; or
- e) attempted suicide, whether You are sane or insane.

We also will not pay benefits for any Total or Partial 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; or
- b) 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. Failure to furnish proof within such time shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to furnish proof within such time, provided proof was furnished as soon as reasonably possible.

### 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**

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.

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.

## CLAIM REVIEW AND APPEAL PROCEDURES

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

### DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

*Adverse Benefit Determination* means a denial, reduction, or termination of a benefit or a failure to provide or make payment (in whole or in part) for a benefit. This includes, without limitation, any such denial, reduction or termination of a benefit, or failure to provide or make payment, that is based upon ineligibility for insurance under the Policy.

*Claimant* means the person who submits a claim for benefits under the Policy, including the authorized representative of such person.

### CLAIM REVIEW PROCEDURES

Once We receive information necessary to evaluate the claim, We will make a decision within the time periods set forth below. In the event an extension is necessary due to matters beyond Our control, We will notify the Claimant of the extension and the circumstances requiring the extension.

Except when the Claimant voluntarily agrees to provide Us with additional time, extensions are limited as set forth below. If an extension is necessary due to the Claimant's failure to submit complete information, We will notify the Claimant of the additional information required. Such notice of incomplete information will be sent within the time periods set forth below.

In order for Us to continue processing the claim, the missing information must be provided to Us within the time periods set forth below. The Claimant may contact Us at any time for additional details about the processing of the claim.

### INITIAL CLAIM DECISION

The period of time within which a claim decision will be made begins at the time the claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing. The applicable time periods are shown below:

- a) initial claim decision period: 45 days unless additional information is requested as set forth below;
- b) extension period: 30 days; and
- c) maximum number of extensions: two.

If additional information is needed, We will notify the Claimant within 10 days of Our receipt of the claim. Once the Claimant receives Our request for additional information, the Claimant will be given no less than 45 days to submit the additional information to Us. We will make Our determination within 15 days of Our receipt of the additional information. If We do not receive the additional information within the specified time period, We will make Our determination based upon the available information.

### CLAIM DENIALS

If a request for a claim is denied, in whole or in part, the Claimant will receive notice of the denial, which will include:

- a) the specific reason(s) for the denial;
- b) reference to the specific Policy provisions on which the denial is based;
- c) a description of the appeal procedures and time limits applicable to such procedures, including the right to request an appeal within 180 days and the right to bring a civil action following the appeal process; and
- d) any other information which may be required under state or federal laws and regulations.

Additionally, if an internal rule, guideline, protocol or other similar criterion was relied upon in making the Adverse Benefit Determination, the Claimant has the right to request information about such internal rule, guideline, protocol or other similar criterion that was used in making the Adverse Benefit Determination, free of charge.

## **OPPORTUNITY TO REQUEST AN APPEAL**

The Claimant shall have a reasonable opportunity to appeal a claim review decision. As part of the appeal, there will be a full and fair review of the claim review decision.

The Claimant will have no later than 180 days from the Claimant's receipt of notification of Our claim review decision to submit a request for an appeal. The request for an appeal should include:

- a) the Claimant's name;
- b) the name of the person filing the appeal if different from the Claimant;
- c) the Policy number; and
- d) the nature of the appeal.

The request for an appeal can be submitted in any manner and should include any additional information that may have been omitted from Our review or that should be considered by Us. The notification regarding Our claim review decision will include instructions on how and where to submit an appeal.

By requesting an appeal, the Claimant has authorized Us, or anyone designated by Us, to review any and all records (including, but not limited to, medical records) which We determine may be relevant to the appeal.

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; or
- 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.

## **RESPONSE TO APPEALS**

We will respond no later than 45 days from Our receipt of the request for an appeal. However, if We determine that an extension is required, We will notify the Claimant in writing of the extension prior to the termination of the initial appeal period. In no event will the extension exceed 45 days from the end of the initial appeal period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

When We make Our determination, the Claimant will be provided with:

- a) information regarding the decision; and
- b) information regarding other internal or external appeal or dispute resolution alternatives, including any required state mandated appeal rights.

The period of time within which an appeal decision is required to be made will begin at the time an appeal is 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 the Claimant's 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 until the earlier of (1) the date on which We receive the 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.

### 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.

## 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.

*Elimination Period* means the number of days of Total and/or Partial 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 Total or Partial Disability. If You are working, the elimination period can be satisfied provided Your Total or Partial Disability does not stop for more than the number of accumulated days shown in the elimination period section of the Schedule.

*Gainful Occupation*, during Total Disability, means an occupation, for which You are reasonably fitted by training, education or experience.

Gainful occupation, during Partial Disability, means an occupation which:

- a) You are reasonably fitted for by training, education or experience; and
- b) provides or can be expected to provide You with Current Earnings at least equal to Your Gross Monthly Benefit 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 Total or Partial 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 sustained by the Insured Person and directly caused by an accident which is not the result of disease or bodily infirmity. Total or Partial 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. Cosmetic surgery shall not include reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection or other diseases of the involved part.

*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 Partial Disability payments, the greatest extent of work You are able to do in Your Regular Occupation; and
- b) after 24 months of Partial 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.

*Partial Disability* and *Partially Disabled* means that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred in which You, while unable to perform all of the Material Duties of Your Regular Occupation on a full-time basis, are:

- a) able to perform 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, partial disability and partially disabled mean You are unable to perform at least one of the Material Duties of any Gainful Occupation on a part-time or full-time basis.

Partial 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.

*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 Total or Partial 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 Total or Partial 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. Total or Partial 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 Total or Partial 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 and which first manifests itself after the effective date of the Policy. Total or Partial Disability must begin while you are insured under the Policy. Sickness does not include elective or cosmetic surgery or procedures, or complications resulting therefrom. Cosmetic surgery shall not include reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection or other diseases of the involved part.

*Totally Disabled* and *Total Disability* mean that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred in which You are prevented from performing all of the Material Duties of Your Regular Occupation on a full-time basis.

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

Total 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.

*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 Long-Term Disability Benefits**

**Barre Supervisory Union**

**Group Number: G000B5L5**

**United of Omaha Life Insurance Company**

**Home Office:  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175**



**Mutual of Omaha**