

***WINNETKA SCHOOL DISTRICT #36***

***Trustmark***  
LIFE INSURANCE COMPANY

**TRUSTMARK LIFE INSURANCE COMPANY**  
**400 Field Drive**  
**Lake Forest, Illinois 60045**  
**847-615-1500**  
**(Herein Company, We, Us, and Our)**

**Policyholder:** **WINNETKA SCHOOL DISTRICT #36**  
**Group ID:** **EJ972**

This booklet is Your Individual Certificate of Insurance (Certificate) while You are insured. It briefly explains the rights and benefits that are determined by the Master Policy (Policy). The Policy is a legal contract between the Policyholder and Us.

The Policy alone constitutes the agreement under which payments are made. We will pay the benefits set forth in the Policy. Benefit payment is governed by all the terms, conditions and limitations of the Policy. The Policy may be amended at any time without Your consent or notice to You. Any such Amendment will not affect any claim Incurred before the Amendment takes effect. If the terms and provisions of the Certificate (issued to You) are different from the Policy (issued to the Policyholder), the Policy will govern.

The Policy may be inspected at Our office by any Policyholder, Insured or beneficiary during regular business hours.

This Certificate was issued on the basis that the information on Your Employee enrollment form was correct and complete. **If any of the information on the enrollment form was not correct or complete, write to Us within ten days of receipt of this Certificate. An error or omission may result in loss of coverage as of its original Effective Date.**

The Policy is delivered in and is governed by the Laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1984 (ERISA) and any Amendments.

This Certificate automatically supersedes any other Certificate We previously issued to You.

**Please read this Certificate carefully.** If You have any questions about any of the terms and provisions, please consult Our claims paying office. We will assist You in any way to help You understand Your benefits.

**TRUSTMARK LIFE INSURANCE COMPANY**



**David McDonough**  
**President & Chief Executive Officer**



**Sara Lee Keller**  
**General Counsel and Secretary**

**TRUSTMARK INSURANCE COMPANY  
TRUSTMARK LIFE INSURANCE COMPANY  
(We, Us, Our)**

**NOTICE OF PRIVACY PRACTICES**

Effective date of this notice: April 1, 2006

**Our Commitment to Protecting Your Privacy**

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

As you may be aware, recent laws require that We provide you with notice as to how We protect an insured's "Nonpublic Personal Information." We want you to know that We are guided by Our respect for the confidentiality of your Personal Information. We are providing you with this notice in accordance with recent laws and because We want you to understand that We value your privacy.

**You do not need to respond to this notice in any way.**

**Information We Collect**

*Personal Information* is any information that We obtained about you in the course of issuing insurance, or providing you with any of Our services. The information We obtain could include but is not limited to:

- Social Security number;
- Medical history;
- Employment history;
- Credit history;
- Income information; or
- Bank or credit card numbers.

This information may have been obtained from several sources including:

- Applications or other forms you complete;
- Your business dealings with Us and other companies; or
- Consumer reporting agencies.

**Our Privacy and Security Procedures**

We protect your Personal Information. The only employees who have access to this information are those who must provide products or services to you. Below are some examples of Our guidelines for protecting information.

- Paper copies, when used, are viewed, discussed, and retained in private surroundings.
- Individuals viewing information stored in a computer must have passwords to gain access. Passwords are provided only to individuals who must have access to provide products or services to Our insureds.
- We have guidelines in place to make sure that our business associates use information only for the purpose provided. Each business associate signs a contract agreeing to follow Our privacy procedures.

**Information We Disclose**

We do not disclose any information about you to anyone, except as allowed by law, including the Fair Credit Reporting Act. We may share all of the information We collect with insurance companies, agents, companies that help Us to conduct Our insurance business, companies that are self-insured, or others as permitted by law. Below are examples of the times We may share information for plan business purposes:

- Underwriting;
- Premium rating;

- Submitting claims;
- Reinsuring risk;
- Assessing quality;
- Business management and planning; and
- Sales, transfer, merger or consolidation of the business.
- It may be shared to assess eligibility for insurance benefits or payment.
- It may be shared to find or prevent criminal activity, fraud, material misrepresentation or material non-disclosures in connection with an insurance issue.
- It may be shared with a medical care institution or professional to verify coverage.
- It may be shared with a medical care institution or professional relating to a medical problem of which the insured may not be aware.
- It may be shared with a medical care institution or professional to conduct an audit of their activities.
- It may be shared for case management activities.
- It may be shared to coordinate care.
- We may share information about drug and disease management approaches and treatment, and related information that is not treatment.
- It may be shared for the collection of premium, the payment of benefits and other claims administration.
- It may be shared with a regulatory authority.
- It may be shared with a law enforcement authority or other government authority as required by law.
- It may be shared as otherwise permitted or required by law.
- It may be shared in response to an administrative or judicial order, including a search warrant or subpoena.
- It may be shared to conduct actuarial or research studies. In this case individuals would not be identified in the research report. Material identifying an individual would be destroyed as soon as it was no longer needed.
- It may be shared with Our business associates for use in auditing services or operations, or auditing marketing services.
- It may be shared with a group policyholder for reporting claims experience, or for conducting an audit of Our operations or services.
- It may be shared to consult with outside health care providers, consultants and attorneys, and other health related services.

We require those with whom We share information to agree to follow Our privacy guidelines. In sharing information, We share only that which is reasonably necessary to accomplish the task. Please note that information that We get from a report made by a company that assists Us to conduct insurance business may be retained by that company and used for other purposes.

Uses and disclosures of Personal Information for purposes other than those described above will be made only with your written authorization. If you provide Us authorization to use or disclose your Personal Information, you may revoke that authorization, in writing, at any time. If you revoke your authorization, We will no longer use or disclose information for the specific purpose contained in the authorization. You understand that We are unable to take back any disclosures already made with your authorization, and that We are required to retain any records We may have containing Your Personal Information. If you revoke your authorization for payment or health care operations, you may jeopardize the administration of the benefits under your health plan.

### **Our Privacy Commitment**

We understand the importance of protecting your private information. Our highest priority is to maintain your trust and confidence. We will maintain our commitment to safeguarding the information now and in the future. We are committed to maintaining your privacy and are required by law:

- to maintain the privacy of Personal Information and to provide you with notice of Our legal duties and privacy practices with respect to Personal Information;
- to abide by the terms of the Notice of Privacy Practices currently in effect.

We reserve the right to change the terms of this privacy notice, and have such change be effective for all Personal Information that is maintained. Notification of a revised privacy notice will be provided through one of the following:

- U.S. Postal Service
- Revised Plan Document
- Internet E-mail.

Upon written request, you have the right to:

- request restrictions on certain uses and disclosures of your Personal Information, although We are not required to agree to a requested restriction
- receive confidential communication of Personal Information
- access Our records containing descriptions of your Personal Information
- request an amendment to your Personal Information, although We are not required to agree to a requested amendment
- receive an accounting of impermissible Personal Information disclosures or disclosures made in compliance with the Rule (or state regulations, if applicable) for which an accounting is required.

The written request must reasonably describe the information. The information requested must be reasonably locatable and retrievable.

### **How to File a Complaint Regarding the Use and Disclosure of Personal Information**

If you believe your privacy rights have been violated, you may file a complaint with Us, your respective state insurance department or with the Secretary of Health and Human Services. All complaints must be in writing. Please be assured that you may not be retaliated against for filing a complaint.

### **How to Contact Us**

You may contact Our representative at the following address:

Privacy Officer

Privacy Request

Trustmark Companies

PO Box 7961

Lake Forest, IL 60045-7961

Email – [PrivacyComplianceDepartment@Trustmarkinsurance.com](mailto:PrivacyComplianceDepartment@Trustmarkinsurance.com)

Any right a consumer, claimant, or beneficiary may have under this notice is not limited by any other privacy notice used by Us.

## CERTIFICATE TABLE OF CONTENTS

The sections of this Certificate appear in the order shown below.

**PAGE NUMBERS**

<b>NOTICE OF PRIVACY PRACTICES</b> .....	<b>2</b>
<b>SCHEDULE OF BENEFITS</b> .....	<b>6</b>
<b>DEFINITIONS</b> .....	<b>7</b>
<b>LIMITATIONS</b> .....	<b>11</b>
<b>EXCLUSIONS</b> .....	<b>12</b>
<b>GENERAL PROVISIONS</b> .....	<b>13</b>
Effective Date .....	<b>13</b>
Eligibility Date .....	<b>13</b>
Eligible Class(es) .....	<b>13</b>
Elimination Period.....	<b>13</b>
Inactive Employment .....	<b>13</b>
Reinstatement .....	<b>14</b>
Changes to Your Coverage.....	<b>14</b>
Termination.....	<b>14</b>
Timely Filing .....	<b>14</b>
Statements Made in Your Application for this Coverage.....	<b>15</b>
Workers' Compensation or State Disability Insurance .....	<b>15</b>
Waiting Period .....	<b>15</b>
<b>BENEFIT INFORMATION</b> .....	<b>16</b>
Definition of Disability .....	<b>16</b>
<b>PAYMENT INFORMATION</b> .....	<b>17</b>
Benefit Disbursement .....	<b>17</b>
If You are Disabled and Not Working.....	<b>17</b>
If You are Disabled and Working (Loss of Earnings).....	<b>17</b>
If You Receive a Cost of Living Increase from other Income Benefits.....	<b>18</b>
Fluctuating Disability Earnings .....	<b>18</b>
Qualifying for Other Income Benefits .....	<b>18</b>
Other Income Benefits.....	<b>19</b>
Other Income Benefits that Long Term Disability does not Integrate With .....	<b>20</b>
Duration of Payments .....	<b>20</b>
Recurrent Disabilities .....	<b>21</b>
Concurrent Disabilities.....	<b>21</b>
Pre-Existing Condition .....	<b>22</b>
<b>OTHER BENEFIT FEATURES</b> .....	<b>23</b>
Survivor Benefit .....	<b>23</b>
<b>CLAIM INFORMATION</b> .....	<b>24</b>
Notice of Claim .....	<b>24</b>
Filing a Claim.....	<b>24</b>
Proof of Your Claim .....	<b>24</b>
Making Payments.....	<b>24</b>
Overpayment of Claims .....	<b>25</b>
Claim Review .....	<b>25</b>
Appeals Procedure .....	<b>25</b>
Arbitration.....	<b>26</b>
<b>CLAIM REVIEW AND APPEAL RIGHTS UNDER FEDERAL LAW</b> .....	<b>27</b>

LCXXTC00400

## SCHEDULE OF BENEFITS

This Long Term Disability Plan provides financial protection for You by paying a portion of Your income while You are disabled. The amount You receive is based on the amount of Your Basic Monthly Earnings immediately prior to the date Your Disability began. In some cases, You can receive Disability payments even if You work while You are disabled.

### POLICYHOLDER'S PLAN

<b>Plan Effective Date:</b>	June 1, 2005
<b>Plan Anniversary Date:</b>	September 1str of each year
<b>Policy Number:</b>	EJ972
<b>Eligible Employees:</b>	All Eligible Employees
<b>Elimination Period for Benefits:</b>	90 days
	Benefits begin the later of: - the end of the Elimination Period; or - Accumulated Sick Leave ends.
<b>Monthly Benefit:</b>	66.67% Basic Monthly Earnings to a maximum of \$10,000 per month.  Overtime, commissions, bonuses and other special pay are excluded from the calculation of Basic Monthly Earnings.  Our payment to You will be based on the Basic Monthly Earnings covered by this Plan and for which premiums have been paid.  The Monthly Benefit will be paid on a pro-rata basis at the rate of 1/30 <sup>th</sup> per day for any period of Disability less than one month.
<b>Minimum Monthly Benefit:</b>	25% of Gross Benefit
<b>Benefit Duration:</b>	65/5/70
<b>Other Features:</b>	3 Month Lump Sum Survivor Benefit 3/6/12 Pre-Existing

**The above items are only highlights of this Plan. For a full description of Your coverage, continue reading Your Certificate.**

LCXXSB40002

## DEFINITIONS

**Act:** The original enactments of the act and all Amendments.

**Active Employment/Actively at Work:** Means You are working for Your Policyholder for earnings that are paid regularly and that You are performing the Material and Substantial duties of Your Regular Occupation. You must be working at least the minimum number of hours as described under Eligible Class(es) in the General Provisions section in each Plan.

Your work site must be in the United States and be:

- Your Policyholder's usual place of business;
- an alternative work site at the direction of Your Policyholder; or
- a location to which Your job requires You to travel.

Normal vacation is considered Active Employment.

Temporary and seasonal workers are excluded from coverage.

LCXXDF00100

**Basic Monthly Earnings:** Your Basic Monthly Earnings means Your Gross Monthly Income from Your Policyholder in effect just prior to Your date of Disability. For Insured's paid on other than a 12 month basis, "Basic Monthly Earnings" means 1/12<sup>th</sup> of your annual salary from the Policyholder in effect just prior to your date of Disability. Annual salary is your total income before taxes and any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan or flexible spending account. It does not include income received from commissions, bonuses, overtime pay, or other extra compensation. It does not include income received from sources other than Your Policyholder.

If You become disabled while You are on a covered layoff or Leave of Absence, We will use Your Gross Monthly Income from Your Policyholder in effect just prior to the date Your absence began.

**Benefit Duration:** The longest period of time We will make payments to You for any one period of Disability.

**Certificate:** This Certificate is a written statement prepared by Us and may include attachments. It tells You:

- the coverage to which You may be entitled;
- to whom We will make a payment; and
- the limitations, exclusions and requirements that apply within a Plan.

LCXXDF00501

**Concurrent Disabilities:** More than one Disability occurring during the same benefit payment period.

LCXXDF00700

**Disability:** See Benefit Information section.

**Disability Earnings:** The earnings which You receive while You are disabled and working, plus the earnings You could receive if You were working to Your Maximum Capacity.

**Doctor includes a person:**

- performing tasks that are within the limits of his or her medical license; and
- who is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- with a doctoral degree in Psychology (Ph. D. or Psy.D.) whose primary practice is treating patients; or
- who is a legally qualified medical practitioner according to the Laws and regulations of the governing jurisdiction.

We will not recognize You or Your spouse, children, parents, or siblings as a Doctor for a claim that You send to Us.

LCXXDF00900

**Eligible Survivor:** Your spouse, if living; otherwise, Your children under age 25.

**Elimination Period:** A period of continuous Total Disability for which no benefit is payable and which must be satisfied before You are eligible to receive benefits from Us. The Elimination Period begins on the first day of Your Disability.

**Employee:** A person who is a citizen or legal resident of the United States in Active Employment with the Policyholder.

**Employer:** The individual, company or corporation where You are in Active Employment and includes any division, subsidiary, or affiliated company named in the Policy.

**Enrollment Period:** The Initial Enrollment Period and any Re-Enrollment Period.

**Evidence Of Insurability:** A statement of Your medical history which We will use to determine if You are approved for coverage. Evidence of Insurability will be provided at Your own expense.

**Grace Period:** The period of time following the premium due date during which premium payment may be made by Your Policyholder.

**Gross Disability Benefit:** The benefit amount before We subtract Other Income Benefits and Disability Earnings.

LCXXDF01300

**Hospital, Institution Or Health Facility:** An accredited facility licensed to provide care and treatment for the condition causing Your Disability.

**Indexed Monthly Earnings:** Your Basic Monthly Earnings adjusted on each anniversary of benefit payments by the lesser of 10% or the current annual percentage increase in the Consumer Price Index. Your Indexed Monthly Earnings may increase or remain the same, but will never decrease.

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

Indexing is only used to determine Your percentage of lost earnings while You are disabled and working.

**Initial Enrollment Period:** One of the following periods during which You may first apply in writing for coverage under this Plan:

- if You are eligible for coverage on the Plan Effective Date, a period before the Plan Effective Date as set by Your Policyholder and Us;
- if You become eligible for coverage after the Plan Effective Date, the period ending 31 days after the date You are first eligible to apply for coverage.

LCXXDF01500

**Injury:** A bodily Injury that is the direct cause of loss, independent of disease cause of loss, independent of disease or body infirmity and occurring while the insurance is in force. Injury which occurs before You are covered under this Plan will be treated as a Sickness. Disability must begin while You are covered under the Plan.

**Insured:** Any person covered under a Plan. A person who resides outside of the United States for more than 90 days per calendar year is not considered an Insured.

**Law:** The original enactments of the Law and all Amendments.

LCILDF01700

**Leave Of Absence:** You are absent from Active Employment for a period of time that has been agreed to in advance in writing by Your Policyholder.

Your normal vacation time or any period of Disability is not considered a Leave of Absence.

**Legal Representative:** A person or entity legally empowered to represent You.

**Limited:** What You cannot or are unable to do.

**Material And Substantial Duties:** Duties that:

- are normally required for the performance of Your Regular Occupation; and
- cannot be reasonably omitted or modified, except that if You are required to work on average in excess of 30 hours per week, We will consider You able to perform that requirement if You are working or have the capacity to work 30 hours per week.

LCXXDF01900

**Maximum Capacity:** Based on Your restrictions and limitations:

- During the first 24 months of Disability, the greatest extent of work You are able to do in Your Regular Occupation.
- Beyond 24 months of Disability, the greatest extent of Your work You are able to do in any Occupation for which You are reasonably fitted by education, training or experience.

**Medically Necessary (Medical Necessity):** A service, supply, or drug that is necessary and appropriate for the diagnosis or treatment of a Sickness or Injury in accordance with generally accepted standards of medical practice in the United States at the time it is provided. When specifically applied to a confinement it means that the diagnosis or treatment of symptoms or a condition cannot be safely provided on an outpatient basis.

A service, drug, or supply shall not be considered as Medically Necessary if it:

- is Experimental, investigational, or furnished in connection with medical research;
- is provided solely for the convenience of the patient, the patient's family, Physician, Hospital or any other provider;
- exceeds in scope, duration, or intensity that level of care that is needed to provide safe, adequate, and appropriate diagnosis or treatment;
- could have been omitted without adversely affecting the person's condition or the quality of medical care;
- involves the use of a medical device, drug, or substance not formally approved by the United States Food and Drug Administration; or
- involves a service, supply or drug not considered reasonable and necessary by the Health Care Financing Administration Medicare Coverage Issues Manual.

We retain the right to determine whether a service, supply, or drug is Medically Necessary.

**Mental Illness:** A psychiatric or psychological condition regardless of cause such as schizophrenia, depression, manic depressive or bipolar illness, anxiety, personality disorders and/or adjustment disorders or other conditions. These conditions are usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs, or other similar methods of treatment.

**Monthly Benefit:** The total benefit amount for which an Employee is insured under this Plan subject to the maximum benefit.

**Monthly Payment:** Your benefit after any Other Income Benefits and Disability Earnings have been subtracted from Your Gross Disability Benefit.

**Occupation:**

- **Gainful Occupation:** An Occupation that is or can be expected to provide You with an income of the lesser of Your Gross Disability Benefit or \$14,999 a month within 12 months of Your return to work.
- **Regular Occupation:** The Occupation You are routinely performing when Your Disability begins.

LCXXDF02101

**Other Income Benefits:** Income from deductible sources listed in this Plan which You receive while You are disabled. This income will be subtracted from Your Gross Disability Benefit.

**Part-Time Basis:** The ability to work and earn between 20% and 80% of Your Indexed Monthly Earnings.

LCXXDF02300

**Plan:** A line of coverage under the Policy. Plan means the original enactments of the Plan and all Amendments.

**Policyholder:** The Policyholder to whom the Policy is issued.

**Pre-Existing Condition:** A Sickness or the existence of symptoms which would have led an ordinarily prudent person to seek medical treatment, consultation, care, or services, including diagnostic measures, or took prescribed drugs or medicines in the 3 months just prior to Your Effective Date of coverage.

LCXXDF02500

**Recurrent Disability:** A Disability that is:

- caused by a worsening in Your condition; and
- due to the same or related cause(s) as Your prior Disability for which We have made a Long Term Disability payment.

LCXXDF02700

**Regular Care:**

- You personally visit a Doctor as frequently as is Medically Necessary, to effectively manage and treat Your disabling condition(s); and
- You are receiving appropriate treatment and care of Your disabling condition(s), which conforms with standard medical practice, by a Doctor whose specialty or experience is the most appropriate for Your disabling condition(s), according to standard medical practice.

LCXXDF03100

**Retirement Plan/Pension Plan:** A defined contribution Plan or defined benefit Plan. These are Plans which provide retirement/pension benefits to Employees and are not funded entirely by Employee contributions.

**Salary Continuation or Accumulated Sick Leave:** Continued payments to You by Your Policyholder of all or part of Your Basic Monthly Earnings, after You become disabled as defined by the Policy. This continued payment must be part of an established Plan maintained by Your Policyholder. Salary Continuation or Accumulated Sick Leave does not include compensation paid to You by Your Policyholder for work You actually perform after Your Disability begins. Such compensation is considered Disability Earnings, and would be taken into account in calculating Your Monthly Payment.

**Sickness:** Illness, disease or pregnancy which results in Disability and which manifests itself while You are covered under this Plan.

LCXXDF03300

**Temporary Layoff:** You are absent from Active Employment for a period of time that has been agreed to in advance in writing by Your Policyholder.

Your normal vacation time or any period of Disability is not considered a Temporary Layoff.

**Total Covered Payroll:** The total amount of Basic Monthly Earnings for which Employees are insured under the Plan.

**Waiting Period:** The continuous period of time (shown in each Plan) that You must be in Active Employment in an eligible class before You are eligible for coverage under a Plan.

**Waiver of Premium:** We do not require premium payment for an Insured while he or she is receiving Long Term Disability benefit payments under this Plan.

**You/Your/Yourself:** In reference to the person who is eligible for Our coverage.

LCXXDF03500

## LIMITATIONS

### DISABILITIES WHICH HAVE A LIMITED PAY PERIOD

Disabilities due to Mental Illness have a Limited pay period up to 36 months from date of Disability.

We will continue to send You payments beyond the 36 month period if You meet one or both of these conditions:

- If You are confined to a Hospital or Institution at the end of the 36 month period, We will continue to send You payments during Your confinement.

If You are still disabled when You are discharged, We will send You payment for a recovery period of up to 90 days.

If You become reconfined at any time during the recovery period and remain confined for at least 14 days in a row, We will send payments during that additional confinement and for one additional recovery period up to 90 more days.

- In addition to the above bullet, if You continue to be disabled after the 36 month period, and subsequently become confined to a Hospital or Institution for at least 14 days in a row, We will send payment during the length of the reconfinement.

We will not pay beyond the limited pay period as indicated above, or the Benefit Duration, whichever occurs first.

We will not apply the Mental Illness limitation to dementia if it is a result of:

- stroke;
- trauma;
- viral infection;
- Alzheimer's disease; or
- other conditions not listed which are not usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs, or other similar methods or treatment.

LCXXLM20900

### FOREIGN RESIDENCE LIMITATION:

If You are Disabled, benefits will be paid for a maximum of 2 months (consecutive or non-consecutive) for any periods of Disability during which You are physically located outside of the United States; such benefits are subject to all other terms and conditions of this Policy. If at any time during the Period of Disability You return to the United States and receive Medical Care for Your Disability, benefits will be paid from the time of Your return subject to the Maximum Benefit Period and all other terms and conditions of this Policy. All benefits paid under this provision accumulate toward the Maximum Benefit Period. If You do not return to the United States within 6 months, Disability benefits will end. We reserve the right to determine Reinstatement.

LCILLM21100

## **EXCLUSIONS**

Your Plan does not cover any disabilities caused by or resulting from Your:

- participation in a felony;
- intentionally self-inflicted injuries;
- active participation in a riot;
- Pre-Existing Condition;
- commission of a crime for which You have been convicted under federal or state Law.

Your Plan will not cover a Disability due to war, declared or undeclared, or any act of war.

We will not pay a benefit for any period of Disability during which You are incarcerated.

LCILEC11100

## GENERAL PROVISIONS

### EFFECTIVE DATE

When You and Your Policyholder share the cost of Your coverage under a Plan or when You pay 100% of the cost Yourself, You will be covered at 12:01 A.M. on the later of:

- the first day of the month following the date You are eligible for coverage, if You apply for insurance on or before that date;
- the first day of the month following the date You apply for insurance, if You apply within 31 days after Your eligibility date; or
- the first day of the month following the date We approve Your application, if Evidence of Insurability is required.

**Evidence of Insurability** is required if You:

- are a late applicant, which means You apply for coverage more than 31 days after the date You are eligible for coverage; or
- voluntarily canceled Your coverage and are reapplying.

An Evidence of Insurability form can be obtained from Your Policyholder.

LCXXGP00300

### ELIGIBILITY DATE

If You are Actively at Work for Your Policyholder in an eligible class, the date You are eligible for coverage is the later of:

- the Plan Effective Date; or
- the first day of the month following the day after You complete Your Waiting Period, after premium is paid.

LCXXGP00900

### ELIGIBLE CLASS(ES)

The Policyholder shall determine the eligible Class of each employee. The Policyholder shall also determine the required minimum number of hours worked per week for each eligible class.

Employees must be citizens or legal residents of the United States unless otherwise noted.

LCXXGP01100

### ELIMINATION PERIOD

You must be continuously totally disabled through Your Elimination Period. We will treat Your Disability as continuous if Your Disability stops for 7 days or less during the Elimination Period. Your Elimination Period ends the later of:

- 90 days; or
- the end of the Elimination Period, or Accumulated Sick Leave ends.

The days that You are not disabled will not count toward Your Elimination Period.

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

LCXXGP01301

### INACTIVE EMPLOYMENT (Absence/Layoff)

- If You are absent from work due to Injury, Sickness, Temporary Layoff or Leave of Absence, Your coverage will begin on the date You return to Active Employment and when premium is received.
- If You are on a Temporary Layoff, and if premium is paid, You will be covered through the end of the month in which Your Temporary Layoff begins.
- If You are on a Leave of Absence, and if premium is paid, You will be covered through the end of the month in which Your Leave of Absence begins.

LCXXGP01900

## **REINSTATEMENT**

Your insurance may be reinstated if You return to Active Work with the Policyholder within 12 months of the date Your employment or coverage under this Policy terminated due to Your:

- Temporary Layoff; or
- Leave of Absence.

You will not be required to fulfill the Eligibility Requirements of the Policy again. The insurance will go into effect after You return to Active Work for 1 full day.

If You return to Active Work after having resigned or having been discharged, You will be required to fulfill the Eligibility Requirements of the Policy again. If You return to Active Work after terminating insurance at Your request or for failure to pay premium when due, Evidence of Insurability acceptable to Us must be submitted before You may be reinstated.

LCXXGP02300

## **CHANGES TO YOUR COVERAGE**

Once Your coverage begins, any increased, additional or decreased coverage will take effect immediately if You are in Active Employment. If You are not in Active Employment due to Injury or Sickness, any increased, additional or decreased coverage will begin on the date You return to Active Employment but will not affect a payable claim that occurs prior to the change.

Coverage applied for or changes will not apply until the next Enrollment Period when Approved by the Company. If You are not in Active Employment due to Injury or Sickness, any increased or additional coverage will begin on the date You return to Active Employment.

## **CHANGES IN CLASS AND ELIGIBLE EARNINGS**

Your Policyholder must report any change in Your class or the amount of Your Eligible Earnings within 31 days of any change. The increase or decrease in class or Eligible Earnings will take effect on the first day of the month coinciding with or following the date of the change. The class and amount of reported earnings will be used to determine the amount of Your benefit.

## **TERMINATION**

Your coverage under the Policy or a Plan ends on the earliest of:

- the date the Policy or a Plan is canceled;
- the date You are no longer in an eligible class;
- the date Your eligible class is no longer covered; or
- the last day of the period for which You made any required contributions or premium is paid.

We will provide coverage for a payable claim which occurs while You are covered under the Policy or Plan.

LCXXGP02500

## **TIMELY FILING**

When filing a claim for payment, written proof of Disability must be given to Us within 90 days after You acquire proof of Disability. We will not reduce or deny a claim, due to untimely filing, if it was not reasonably possible to give written proof in the time required, as long as proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than 1 Year from the time specified unless the claimant was legally incapacitated.

### **STATEMENTS MADE IN YOUR APPLICATION FOR THIS COVERAGE**

We consider any statements You or Your Policyholder make in a signed application for coverage or Evidence of Insurability form a representation and not a warranty. If any of the statements You or Your Policyholder make are not complete and/or not true at the time they are made, We can:

- reduce or deny any claim; or
- cancel Your coverage from the original Effective Date.

We will use only statements made in the application or Evidence of Insurability form as a basis for doing this.

If the Policyholder gives Us information about You that is incorrect, We will:

- use the facts to decide whether You have coverage under the Plan and in which amounts; and
- make a fair adjustment of the premium.

LCXXGP02700

### **WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE**

This Policy does not replace or affect the requirements for coverage by any workers' compensation or state disability insurance.

### **AGENCY**

For purposes of the Policy, the Policyholder acts on its own behalf or as Your agent. Under no circumstances will the Policyholder be deemed as Our agent.

LCXXGP03100

### **WAITING PERIOD**

If You are in an eligible class on or before the Plan Effective Date: None

If You are entering an eligible class after the Plan Effective Date: None

LCXXGP03300

### **COST OF COVERAGE**

You and Your Policyholder share the cost of Your coverage.

LCXXGP03500

## BENEFIT INFORMATION

### DEFINITION OF DISABILITY

**Total Disability:** Means You are disabled when We determine that You are unable to perform the Material and Substantial duties of Your Regular Occupation due to Your Sickness or Injury; and You are not working in any Occupation.

LCXXBI00100

**Partial Disability Plus:** Means You have been covered under Total Disability during the Elimination Period and We determine that:

- **Limited Own Occupation**

- You are limited from performing the Material and Substantial Duties of Your Regular Occupation due to Your Sickness or Injury; and
- You have a 20% or more loss in Indexed Monthly Earnings due to the same Sickness or Injury; and
- during the Elimination Period You are unable to perform the Material and Substantial Duties of Your Regular Occupation due to Your Sickness or Injury and You are not working in any Occupation.

You will continue to receive payments beyond 24 months of Disability if You are:

- working in any Occupation and continue to have a 20% or more loss in Your Indexed Monthly Earnings due to Your Sickness or Injury; or
- not working, and due to the same Sickness or Injury, are unable to perform the duties of any Gainful Occupation for which You are reasonably fitted by education, training, or experience.

During the first 12 months of Partial benefit payments, there will be no reduction in the benefit payment amount for the Insured's return to work earnings, unless the gross Monthly Benefit combined with the Insured's return to work earnings exceeds 100% of his indexed pre-Disability earnings. At the end of the 12-month period, benefits will be calculated using the standard proportionate loss formula. If the Insured's earnings exceed 85% of the indexed pre-Disability earnings, benefit payments will cease.

LCXXBI00500

## PAYMENT INFORMATION

### BENEFIT DISBURSEMENT

You will begin to receive payments when We approve Your claim, providing the Elimination Period has been met. We will send You a payment each month for any period for which We are liable, and required proof of Disability is provided.

LCXXPI00100

### IF YOU ARE DISABLED AND NOT WORKING

We will follow the integration methods listed below to figure Your payment if You are disabled and provide proof of Disability.

LCXXPI00300

#### Direct

- Multiply Your Basic Monthly Earnings by the Benefit Percentage of 66.67%. Compare this with the maximum Monthly Benefit which is listed on the Schedule of Benefits. The lesser of these two amounts is Your Gross Disability Benefit.
- Subtract from Your Gross Disability Benefit any Deductible Sources of Income, this amount is Your Monthly Payment.

LCXXPI00700

### IF YOU ARE DISABLED AND WORKING (Loss of Earnings)

We will send You the Monthly Payment as determined under "*IF YOU ARE DISABLED AND NOT WORKING*" in the section entitled "*PAYMENT INFORMATION*" if You are disabled and Your Disability Earnings, if any, are less than 20% of Your Indexed Monthly Earnings, due to the same Sickness or Injury.

If You are disabled and Your monthly Disability Earnings are 20% or more of Your Indexed Monthly Earnings due to the same Sickness or Injury, We will figure Your benefit as follows:

During the first 12 months of payments, while working, Your Monthly Payment will not be reduced as long as Disability Earnings plus the Gross Disability Benefit does not exceed 100% of Indexed Monthly Earnings. To calculate this You should add Your monthly Disability Earnings to Your Gross Disability Benefit. Compare this to Your Indexed Monthly Earnings.

If the total of Your monthly Disability Earnings added to Your Gross Disability Benefit is:

- less than or equal to 100% of Your Indexed Monthly Earnings, We will not further reduce Your Monthly Payment.
- more than 100% of Your Indexed Monthly Earnings, We will subtract the amount over 100% from Your Monthly Payment.

LCXXPI02100

### Proportionate Loss

After 12 months of benefits, while working, You will receive benefits based on the percentage of income You are losing due to Your Disability. To calculate this You should:

- Subtract Your Disability Earnings from Your Indexed Monthly Earnings. Divide this by Your Indexed Monthly Earnings. This is Your percentage of lost earnings.
- Multiply Your Monthly Payment by Your percentage of lost earnings.

If:

- During the first 24 months of Disability payments Your monthly Disability Earnings exceed 85% of Your Indexed Monthly Earnings, We will stop payments and Your claim will end.
- Beyond 24 months of Disability payments Your monthly Disability Earnings exceed 60% of Your Indexed Monthly Earnings, We will stop sending You payments and Your claim will end.

LCXXPI02300

### **IF YOU RECEIVE A COST OF LIVING INCREASE FROM OTHER INCOME BENEFITS**

Other than for increases in any income You earn from any form of employment, once We have subtracted any other income from Your gross Disability payment, We will not further reduce Your payment due to a cost of living increase from that source.

LCXXPI02900

### **FLUCTUATING DISABILITY EARNINGS**

If Your Disability Earnings routinely fluctuate widely from month to month, We may average Your Disability Earnings over the most recent 3 months to determine if Your claim should continue.

If We average Your Disability Earnings, We will not terminate Your claim unless:

- during the first 24 months of Disability payments, the average of Your Disability Earnings from the last 3 months exceeds 85% of Basic Monthly Earnings; or
- beyond 24 months of Disability payments, the average of Your Disability Earnings from the last 3 months exceeds 85% of Indexed Monthly Earnings.

We will not pay You for any month during which Disability Earnings exceed the amount allowable under the Plan.

LCXXPI03300

### **QUALIFYING FOR OTHER INCOME BENEFITS**

We are requiring You to apply for Social Security, all applicable Federal/State/Local Disability benefits, and any applicable government and or Policyholder Retirement Disability benefits. If this requirement is not met, an estimated amount will be deducted from Your Monthly Benefit, and You will then be held responsible for the repayment of any overpayments, advanced payments, or retroactive awards which occur as a result of any estimation. Repayments should be paid in a lump sum amount, if this is not feasible a Company representative will work with You to decide an acceptable amount to be deducted from Your Monthly Benefits on a monthly basis.

When We determine that You may qualify for benefits under the first 3 items in the Other Income Benefits section, We will estimate Your entitlement to these benefits. We can reduce Your payment by the estimated amounts if such benefits:

- have not been awarded; and
- have not been denied; or
- have been denied and the denial is being appealed.

Your Long Term Disability payment will **NOT** be reduced by the estimated amount if You:

- apply for the Disability payments under the first 3 items in the Other Income Benefits section and appeal Your denial to all administrative levels We feel are necessary; and
- sign Our Agreement Concerning Benefits form. This form states that You promise to pay Us any overpayment caused by an award.

If Your payment has been reduced by an estimated amount, Your payment will be adjusted when We receive proof:

- of the amount awarded; or
- that benefits have been denied and the denial is not being appealed. In this case, a lump sum refund of the estimated amount will be made to You.

If You receive a lump sum payment from any deductible source of income, the lump sum will be pro-rated on a monthly basis over the Insured's expected lifetime as determined by Us. If no time period is stated, the sum will be pro-rated on a monthly basis over the Insured's expected lifetime as determined by Us.

LCXXPI03500

## **OTHER INCOME BENEFITS**

We will subtract from Your Gross Disability Benefit the following Other Income Benefits:

- The amount that You receive, or are eligible to receive, under:
  - a Workers' Compensation Law;
  - an occupational disease Law; or
  - any other act or Law with similar intent.
- The amount that You receive, or are eligible to receive, as Disability income payments under any:
  - state compulsory benefit act or Law;
  - individual Disability income Plans which are paid for by the Policyholder;
  - Formal or Informal Salary Continuation or Accumulated Sick Leave Plans;
  - other group insurance Plan;
  - governmental retirement/pension system as a result of Your job with Your Policyholder.

LCXXPI03700

- The amount that You receive, or are eligible to receive under:
  - the United States Social Security Act;
  - the Canada Pension Plan;
  - the Quebec Pension Plan;
  - any similar Plan or Act.

LCXXPI03900

- The amount that You, Your spouse, and children receive, or are eligible to receive, as Disability payments because of Your Disability under:
  - the United States Social Security Act;
  - the Canada Pension Plan;
  - the Quebec Pension Plan;
  - any similar Plan or Act.

LCXXPI04100

- The amount that You:
  - receive as Disability payments under Your Policyholder's Retirement Plan/Pension Plan;
  - voluntarily elect to receive as retirement/pension payments under Your Policyholder's Retirement Plan/Pension Plan;
  - are eligible to receive as retirement/pension payments when You reach the later of age 62 or normal retirement age, as defined in Your Policyholder's Retirement Plan/Pension Plan.

Disability payments under a Retirement Plan/Pension Plan will be those benefits which are paid due to Disability and do not reduce the retirement/pension benefit which would have been paid if the Disability had not occurred.

Retirement/pension payments will be those benefits which are paid based on Your Policyholder's contribution to the Retirement Plan/Pension Plan. Disability benefits which reduce the retirement/pension benefit under the Plan will also be considered as a retirement/pension benefit.

Regardless of how the retirement/pension funds from the Retirement Plan/Pension Plan are distributed, We will consider the Policyholder and Employee contributions to be distributed simultaneously throughout Your lifetime.

Amounts received do not include amounts rolled over or transferred to any eligible Retirement Plan/Pension Plan. We will use the definition of eligible Retirement Plan/Pension Plan as defined in Section 402 of the Internal Revenue Code including any future Amendments which affect the definition.

- The amount You receive as a result of any action brought under Title 46, United States Code Section 688 (The Jones Act).
- The amount You receive from a third party (after subtracting attorneys fees) by judgment, settlement or otherwise, not to exceed 50% of the net settlement.
- The amount You receive from any unemployment compensation Law.
- The amount You receive under the mandatory portion of any "No Fault" Motor Vehicle Plan.
- The amount You receive under any Formal or Informal Salary Continuation or Accumulated Sick Leave Plans.

With the exception of retirement/pension payments, We will only subtract Other Income Benefits which are payable as a result of the same Disability.

We will not reduce Your payment by Your social security retirement income if Your Disability begins after age 65 and You were already receiving Social Security retirement payments.

LCXXPI04500

### **OTHER INCOME BENEFITS THAT LONG TERM DISABILITY DOES NOT INTEGRATE WITH**

We will not subtract from Your gross Disability payment income You receive from, but not Limited to, the following:

- 401(k) Plans;
- Profit Sharing Plans;
- Thrift Plans;
- Tax Sheltered Annuities;
- Stock Ownership Plans;
- Credit Disability Insurance;
- Non-Qualified Plans of deferred compensation;
- Pension Plans for partners;
- Military Pension and Disability Income Plans;
- Franchise Disability Income Plans;
- Individual Disability Plans paid for by the Employee;
- Retirement Plan/Pension Plan from another Policyholder;
- Individual Retirement Accounts (IRA).

LCXXPI04700

### **MINIMUM BENEFIT**

The minimum Monthly Payment is shown on the Schedule of Benefits. We may apply this amount toward an outstanding overpayment.

LCXXPI04900

### **DURATION OF PAYMENTS**

We will send You a payment each month up to the Benefit Duration. Your Benefit Duration is based on Your age at Disability as follows:

LCXXPI05100

Age Discrimination Employment Act (ADEA) II – 65/5/70

#### **Age at Disability**

Less than Age 60  
Age 60 but less than Age 65  
Age 65 but less than Age 70  
Age 70 and over

LCXXPI05700

#### **Benefit Duration**

To Age 65 but not less than 5 Years  
5 Years  
To Age 70, but not less than 1 Year  
1 Year

We will stop sending You payments and Your Claim Benefits will end on the earliest of the following:

- the end of the Benefit Duration;
- the date You are no longer disabled under the terms of this Plan;
- the date Your Disability Earnings exceed the amount allowable under the Plan;
- the date You fail to provide proof of continuing Disability; or
- Your date of death.

Limited Own Occupation

- during the first 24 months of Disability, when You are able to work in Your Regular Occupation on a Part-Time Basis but You choose not to;
- after 24 months of Disability, when You are able to work in any Gainful Occupation on a Part Time Basis but You choose not to.

LCXXPI06300

## **RECURRENT DISABILITIES**

### **Continuation Of Benefit Period For Same Cause Or Causes**

Any Disability/Disabilities following one or more Disabilities from the same cause or related causes shall be treated as a continuation of the prior Disability if:

- The Recurrent Disability begins within 6 months of the last day of the prior Disability; and
- The Recurrent Disability begins while this Policy is still in force.

In this case, You will not need to satisfy a new Elimination Period for the Recurrent Disability/Disabilities. Any benefits payable under Monthly Benefits for Total Disability will start on the first day of Your subsequent Disability and will continue for the balance, if any, of the Maximum Benefit Period of Your first Disability; subject to all the other terms of this Policy.

### **New Benefit Period For Same Or Unrelated Cause Or Causes**

Any Disability/Disabilities following one or more Disabilities from the same cause or related causes or from an unrelated cause or causes shall be treated as new or a separate Disability if:

- The Recurrent Disability begins while this Policy is still in force; and
- The Recurrent Disability begins after You have returned to work and worked in Your Occupation or any other work for wage or profit for a period of 6 months.

LCXXPI06500

## **CONCURRENT DISABILITIES**

Monthly benefits are not payable for two or more Disabilities at the same time. A Period of Disability which results from one or more injuries or Sicknesses shall be treated:

- As a single period; and
- On the basis of only one Monthly Benefit being payable.

Also, once a Period of Disability starts it will be treated for purposes of this Policy:

- As a single continuous period regardless of the number of initial, additional or Recurrent Injuries or Sicknesses which cause it to continue; and
- Such continuous period ends when You are no longer Totally Disabled from any and all such causes, as the case may be or reached the maximum benefit under the Plan.

LCXXPI06700

## **PRE-EXISTING CONDITION**

You have a Pre-Existing Condition if:

### **3/6/12 Exclusions:**

- the Disability begins in the first 12 months after Your Effective Date of coverage; and
- You have not gone at least 6 consecutive months after the Effective Date of Your coverage without treatment for the Pre-Existing Condition; and
- You received medical treatment, consultation, care, or services, including diagnostic measures, or took prescribed drugs or medicines in the 3 months just prior to Your Effective Date of coverage.

LCXXPI06900

## OTHER BENEFIT FEATURES

### **SURVIVOR BENEFIT**

Provides a benefit should the death of the Insured occur while receiving Disability benefits.

- **Three Month Gross** - If Disabled for at least 180 days and dies while receiving benefits, a claimant's Eligible Survivors will receive a lump sum benefit of 3 times the claimant's gross Monthly Benefit.

LCXXOB00300

## CLAIM INFORMATION

### NOTICE OF CLAIM

We encourage You to notify Us of Your claim as soon as possible so that a claim decision can be made in a timely manner. Written notice of a claim should be given to Us within 20 days after the occurrence or commencement of any loss covered by the Policy. Failure to give notice within such time shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was provided as soon as was reasonably possible. If it is not possible to give proof within 90 days, it must be given as soon as is reasonably possible.

The claim form is available from Your Policyholder, or You can request a claim form from Us. If You do not receive the form from Us within 15 days of Your request, send Us written proof of claim without waiting for the form.

You must notify Us immediately when You return to work in any capacity.

LCXXCI00100

### FILING A CLAIM

You and Your Policyholder must fill out Your own sections of the claim form and then give it to Your attending Doctor. Your Doctor should fill out his or her section of the form and send it directly to Us.

LCXXCI00300

### PROOF OF YOUR CLAIM

Your proof of claim, provided at Your expense, must show:

- that You are under the Regular Care of a Doctor;
- the date Your Disability began;
- the cause of Your Disability;
- the appropriate documentation of Your Basic Monthly Earnings;
- the extent of Your Disability, including restrictions and limitations preventing You from performing Your Regular Occupation; and
- the name and address of any Hospital or Institution where You received treatment, including all attending Doctors.

Failure to provide notice to Us within such time shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as reasonably possible.

We may request that You send proof of continuing Disability indicating that You are under the Regular Care of a Doctor. This proof, provided at Your expense, must be received within 30 days of a request by Us.

In some cases, You will be required to give Us authorization to obtain additional medical information, and to provide non-medical information as part of Your proof of claim, or proof of continuing Disability. We will deny Your claim, or stop sending You payments, if the appropriate information is not submitted.

LCXXCI00500

### MAKING PAYMENTS

We will make payments to You. If We receive proof that You have died prior to final payment being paid, payment will be made to Your Eligible Survivor.

LCXXCI00700

### **OVERPAYMENT OF CLAIMS**

The Company has the right to recover all overpayments, including those overpayments made on advanced payments, as well as retroactive awards received under Your Monthly Benefit. We will notify You by letter of the overpayment amount. Payment must be received by Us within 31 days following Your receipt of the letter advising You of the overpayment. We will work with You to develop a reasonable method of repayment, if You are financially unable to repay Us in a lump sum. If You fail to repay Us as required, Your Monthly Benefit will be applied to the overpayment until such time as the overpayment has been repaid.

We will not recover more money than the amount of the total overpayment of claims.

LCXXCI00900

### **CLAIM REVIEW**

If Your claim is denied, You will be given written notice of:

- the reason for denial; and
- the Policy provision that relates to the denial; and
- Your right to ask for a review of Your claim; and
- any additional information that might allow Us to change Our decision.

You may, upon written request, read any reports that are not confidential. For a small fee, We will make copies of those reports for Your use.

LCILCI01100

### **APPEALS PROCEDURE**

If We deny a claim for benefits in whole or in part and You disagree with Our denial, You or Your authorized representative may request a formal review in writing within 60 days of receipt of Our written denial. This written request must be received by Us within the 60 day period and contain the following information:

- Your name;
- Your Policy Number;
- other identifying information found on notification from Us;
- the reason(s) why You disagree with our denial of Your claim;
- any information, document(s), issues, or comments that You want to have considered; and
- a list of any pertinent documents You wish to review.

We will notify You in writing of Our determination within 60 days following Our receipt of Your request. If special circumstances require an extension of time You will be notified of the reasons for the delay. The delay will be no more than an additional 60 days. However, Our final decision does not prevent You from seeking arbitration. If We do not approve Your claim on appeal, We will provide You with a written explanation of the reasons for Our denial.

### **LIMITATIONS UNDER ARBITRATION:**

No arbitration may be brought against Us within 60 days after written Proof of Loss has been sent to Us and until completion of the appeal process has been sent to You. No such action may be brought more than 3 years from the time written Proof of Loss is required to be given.

LCILCI01300

## **Arbitration**

An arbitration provision is not a substitute for a person's right to maintain a legal action if he so desires and in no way affects or limits a person's ability to take legal action in a court of law, prior to voluntarily agreeing to enter into an arbitration proceeding.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, may be settled by arbitration. The arbitration will be conducted pursuant to the applicable rules of the American Arbitration Association and in accordance with the Uniform Arbitration Act 710 ILCS 5/1 et. seq. within a reasonable time limit (30 days after the parties agree to arbitrate their dispute is a reasonable time limit for selecting and appointing independent arbitrators, 15 days is a reasonable time limit for an expedited review provision). The arbitration may be binding on both parties or non-binding upon the insured, but in all instances must be entered into on a voluntary basis. Arbitrators must be fair, impartial, and free of any conflicts of interest or the appearance of a conflict of interest.

**By voluntarily agreeing to enter into an arbitration proceeding, the parties should be aware and understand that they may be giving up certain rights to have their dispute settled in and by a court of law, except to the extent that Illinois law may provide for judicial review of arbitration proceedings.**

An arbitration provision in no way affects a person's ability to file a complaint with the Illinois Department of Insurance in connection with a claim or any other dispute. To contact the Department write to: The Illinois Department of Insurance, Consumer Service Division, Springfield, Illinois 62767.

LCILCI01500

## **NOTICE: CLAIM REVIEW AND APPEAL RIGHTS UNDER FEDERAL LAW - THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)**

Department of Labor Regulation 29 CFR 2560.503-1 establishes new claim and appeal procedures for employer-sponsored employee benefit plans.

**Preemption of state law for insured coverages:** The Federal provisions described below will coordinate with any state claim and appeal review procedures contained within Your Certificate. None of the procedures described below supersedes any state insurance law regulating Your coverage, except to the extent that such law prevents the application of the Federal procedures.

### **Definitions:**

- **Adverse Benefit Determination** - a denial, reduction or termination of benefits, or a failure to otherwise make benefits available.
- **Post-service Claim** - a claim for Disability benefits.

### **Timing for Claim Determinations for Post-service Claims:**

Notice of benefit determination will be provided within:

- 45 days of receipt of a Disability claim.

If a determination cannot be made within that timeframe due to circumstances beyond our control, an extension of:

- up to two 30-day extensions for a Disability claim may be requested.

You will be notified within that timeframe of any additional information needed for a benefit determination. You will have 45 days from receipt of our request to submit the information.

### **Content of Notice of Adverse Benefit Determination:**

Any notice of Adverse Benefit Determination on a Post-service Claim will include:

- The specific reasons for any adverse determination, and reference to the specific Certificate provision(s) on which determination is based.
- A description of any additional information needed.
- A description of Your Certificate's appeal procedures and applicable time limits.
- A statement of right to bring civil action under section 502(a) of ERISA regarding Adverse Benefit Determinations upheld on appeal.

In addition, if the Adverse Benefit Determination was rendered on a claim for Disability benefits, the Notice of Adverse Determination will include a statement that any internal rule, guideline, protocol or other similar criteria used in the determination will be provided upon request at no charge. If the adverse determination on a Medical claim was based on medical judgment, the Notice of Adverse Determination will include a statement that an explanation of medical judgment will be provided upon written request at no charge.

If a Post-service Claim is denied or partly denied, You shall have a reasonable opportunity for an appeal and a right to a full and fair review. Please refer to the Appeal Rights provision below.

## **APPEAL RIGHTS UNDER ERISA -**

### **Opportunity to Request an Appeal**

You have the right to appeal an Adverse Benefit Determination rendered on a Post-service Claim. All appeal requests must be in writing. You will have 180 days to appeal a Disability claim denial.

You will be provided a full and fair review taking into account all comments, documents, records and other information relevant to your claim whether it was used or submitted with the initial claim determination or not. The reviewer on appeal will be someone other than the person who made the original determination and will not be a subordinate employee of that person.

If the determination is based in whole or in part on a medical judgment, the reviewer must consult with a health care professional with appropriate training and experience. The professional consulted will be someone other than the person who made the original determination and will not be a subordinate employee of that person. Upon written request, You will be provided reasonable access to information relevant to the claim.

### **Timing for Appeal Determinations:**

Once Your request for an appeal is received, You will receive a determination on Your appeal no later than:

- Disability claims: 45 days for Plans requiring two Levels of Appeal and 90 days for Plans requiring one Level of Appeal.

### **Content of Notice of Adverse Benefit Determinations Upheld on Appeal:**

The Notice of an Adverse Benefit Determination upheld on appeal will include all of the information required to be included in the initial Notice of Adverse Benefit Determination, and:

- A statement describing any voluntary appeal procedures offered by the Plan, including any appeal rights mandated by state insurance law.
- A statement as follows: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor office and your State insurance regulatory agency."

REV APP DOL

**NOTICE**

This notice is to advise You that should any claims arise regarding your insurance coverage, You may contact the following:

Trustmark Life Insurance Company  
Policyowner Service Department  
400 Field Drive  
Lake Forest, IL 60045

Illinois Department of Insurance  
Consumer Division  
100 West Randolph Street, Suite 15-100  
Chicago, IL 60601

Or

Public Service Section  
30 W. Washington Street  
Springfield, IL 62767

LCILTLNT10000

**Certificate Effective Date: 07/01/2009**