

SERFF Tracking Number: INCS-125638190 State: Arkansas
Filing Company: United HealthCare Insurance Company State Tracking Number: 38942
Company Tracking Number: UHCLD-POL 2/2008 INSERTS
TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term
Product Name: UHC Life DIP 08 inserts
Project Name/Number: /UHCLD-POL-2/2008 inserts

Filing at a Glance

Company: United HealthCare Insurance Company

Product Name: UHC Life DIP 08 inserts SERFF Tr Num: INCS-125638190 State: ArkansasLH
TOI: H11G Group Health - Disability Income SERFF Status: Closed State Tr Num: 38942
Sub-TOI: H11G.005 Combined Short Term and Co Tr Num: UHCLD-POL 2/2008 State Status: Approved-Closed
Long Term INSERTS
Filing Type: Form Co Status: Reviewer(s): Rosalind Minor
Author: Renee Weaver Disposition Date: 05/23/2008
Date Submitted: 05/08/2008 Disposition Status: Approved-Closed
Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Pending
Project Number: UHCLD-POL-2/2008 inserts Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments: Pending with DOI
as of March 12, 2008
Explanation for Combination/Other: Market Type: Group
Submission Type: New Submission Group Market Size: Small and Large
Overall Rate Impact: Group Market Type: Employer, Other
Filing Status Changed: 05/23/2008 Deemer Date:
State Status Changed: 05/23/2008
Corresponding Filing Tracking Number:
Filing Description:
Arkansas Department of Insurance

Submission for: United HealthCare Insurance Company

FEIN No. 36-2739571

NAIC No. 79413

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RE: Group Long Term Disability and Short Term Disability Insurance

Form UHC-STD et al

(See Forms List attached)

Submitted for Approval on a General Use Basis

Dear Sir or Madam:

Purpose: On behalf of United HealthCare Insurance Company, we are submitting the enclosed forms for your approval on a general use basis. The submitted forms are new and do not replace any forms already filed with your Department.

Form Contents and Related Filings: The forms provide Group Short Term and Long Term Disability Income Insurance to employees and members of eligible groups. The attached forms are insert pages, or riders, for use with Group Policy form UHCLD-POL 2/2008, filed under SERFF filing number INCS-125638176. Each of the products available under the policy forms (Life, AD&D, Short and Long Term Disability) may be sold in combination or as stand-alone coverage.

Marketing: The forms will be marketed primarily to Employer groups. However, we would also like approval to issue to labor unions and other groups listed as eligible under state law.

Home State Approval: The forms are pending with our home state of Connecticut. They were filed for approval on March 12, 2008.

Variability of Forms: The forms in this submission are the basic versions to be used for the coverage variations requested by each policyholder. Material in hard brackets [] is intended to be variable so that it may be added to, deleted, or changed to meet the specifications of a particular policyholder. Material in soft brackets { } will be as shown or omitted in entirety.

Submitted Materials: The form numbers, as shown in the attached list, identify each form cited in this submission by its respective number and title/description. The pages may run in continuous text when printed.

In accordance with the requirements of your state, we include the following documents with this submission:

Fee Transmittal Form

SERFF Tracking Number: INCS-125638190 State: Arkansas
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Filing Fee

Readability Certification

Authorization Letter

Thank you for your assistance with this submission. Please feel free to call me if you have any questions or concerns.

Sincerely,

Renee Weaver

Compliance Consultant

Company and Contact

Filing Contact Information

(This filing was made by a third party - innovativecompliancesolutions)

Renee Weaver, Consultant rweaver@innovative-compliance.com
PO Box 773 (763) 323-8643 [Phone]
Anoka, MN 55303 (763) 712-8001[FAX]

Filing Company Information

United HealthCare Insurance Company CoCode: 7 State of Domicile: Connecticut
450 Columbus Blvd Group Code: Company Type:
Hartford , CT 06115 Group Name: State ID Number:
(800) 357-1371 ext. [Phone] FEIN Number: 36-2739571

Filing Fees

Fee Required? Yes
Fee Amount: \$20.00
Retaliatory? No
Fee Explanation: \$20 per insert form when filed separately from policy
Per Company: No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
United HealthCare Insurance Company	\$0.00	05/08/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	05/23/2008	05/23/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	05/13/2008	05/13/2008	Renee Weaver	05/15/2008	05/15/2008

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Disposition

Disposition Date: 05/23/2008

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: *INCS-125638190* State: *Arkansas*
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Authorization Letter	Approved-Closed	Yes
Supporting Document	Forms List	Approved-Closed	Yes
Supporting Document	Statement of Variability	Approved-Closed	Yes
Supporting Document	Filing Fee Form	Approved-Closed	Yes
Form	STD/LTD Insert Pages	Approved-Closed	Yes

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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 05/13/2008

Submitted Date 05/13/2008

Respond By Date

Dear Renee Weaver,

This will acknowledge receipt of the captioned filing.

Objection 1

- STD/LTD Insert Pages (Form)

Comment: This filing will be approved upon receipt of the \$20.00 filing fee.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

Response Letter

Response Letter Status Submitted to State

Response Letter Date 05/15/2008

Submitted Date 05/15/2008

Dear Rosalind Minor,

Comments:

Response 1

Comments: The filing fee of \$20, is in the mail.

Please contact me if you have any other comments/questions.

Thank you.

Related Objection 1

Applies To:

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- STD/LTD Insert Pages (Form)

Comment:

This filing will be approved upon receipt of the \$20.00 filing fee.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Renee Weaver

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Form Schedule

Lead Form Number: STD-UHC

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	STD-UHC	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50	LTD and STD Riders or Insert Pages.pdf

{{WORKING RETURNS}} SHORT TERM DISABILITY INSURANCE FOR COVERED PERSON

Definition of Disabled or Disability:

The Covered Person is Disabled or has a Disability when We determine that:

1. [he is not Actively at Work and is unable to perform all of the Material and Substantial Duties of any Gainful Occupation due to his Sickness or Injury;[and] [or]
2. he has an 80% or more loss in Pre-Disability Weekly Earnings due solely to the same Sickness or Injury; and
3. he is under the Regular Care of a Physician.]

Disability must begin while the Covered Person is insured under the Policy.

{Material and Substantial Duties: duties that

1. are normally required for the performance of the Covered Person's Regular Occupation; and
2. cannot be reasonably omitted or modified.}

{If the Covered Person is required to work an average in excess of [40 hours] per week, We will consider him able to perform that requirement if he is working or has the capacity to work [40 hours] per week.}

[Regular Occupation means: the occupation which the Covered Person is routinely performing when his Disability occurs. We will look at the Covered Person's occupation as it is normally performed in the national economy instead of how the work tasks are performed for a specific Employer or at a specific location.]

[Regular Occupation for Physicians means: the Specialty or Sub-Specialty Occupation the Covered Person is practicing at the time of Disability and any Specialty or Sub-Specialty Occupation he practiced in the past [5 years]. The Specialty or Sub-Specialty Occupation must be recognized by the American Board of Medical Specialties. If the Specialty or Sub-Specialty Occupation is not recognized by the American Board of Medical Specialists, We will consider the Covered Person to be practicing general medicine.]

[Regular Occupation for Attorneys means: the one legal subject matter area in which the Covered Person is practicing, provided he earned at least 60% of their gross professional service fee income in that area or type of practice during the 24 months immediately before the Disability began.

Trial attorney or trial practice will not be considered the legal subject matter area or type of legal practice in which the Covered Person is practicing, unless he personally appeared and actively participated in legal proceedings on behalf of clients, at least 4 hours per day an average of at least 50 days per year during the 24 months immediately before the Disability began. Time spent preparing to actively participate in legal proceedings can be counted in meeting up to one-half of the hours per day and days-per-year requirement. Legal proceedings include civil or criminal trials, administrative rule making or contested case hearings, workers compensation hearings, arbitration and mediation hearings and the taking of defending depositions.

We may require billable hour or other time and earnings records as proof that the requirements in this provision have been met.]

The loss of a professional or occupational license or certification, [work permit, or visa] does not, in itself, mean the Covered Person is Disabled. Additionally, economic factors, such as recession, job obsolescence, pay-cuts and job sharing will not be considered in determining whether the Covered Person meets the definition of Disability/Disabled.

We require the Covered Person to be under the Regular Care of a Physician for the Sickness or Injury causing his Disability in order to be eligible to receive payments from Us.

We may require the Covered Person to be examined by Physicians, other medical practitioners or vocational experts of Our choice. We will pay for these examinations. We can require examinations as often as it is reasonable to do so. We may also require the Covered Person to be interviewed by an authorized representative

{WORKING RETURNS} SHORT TERM DISABILITY INSURANCE FOR COVERED PERSON

of Ours. Refusal to be examined or interviewed may result in denial or termination of his claim.

{Pre-Existing Condition Limitation [6 weeks]: We will pay a limited benefit for any Disability that begins during the first [12 months] after the Covered Person's Effective Date of insurance that is caused or contributed to by, or resulting from, a Pre-Existing Condition or medical or surgical treatment for a Pre-Existing Condition. The benefit payable will be [50%] of the Weekly Payment the Covered Person would have otherwise received, to a maximum of [\$250] per week. Benefits will not be paid beyond the earlier of [6 weeks] or the Maximum Benefit Period.}}

{Pre-Existing Condition Exclusion [3/12]: We will not cover any Disability that begins during the first [12 months] after the Covered Person's Effective Date of insurance that is caused or contributed to by, or resulting from, a Pre-Existing Condition or medical or surgical treatment for a Pre-Existing Condition.]

{Pre-Existing Condition means any Sickness or Injury including Mental Illness, Substance Abuse or Subjective Symptoms for which the Covered Person, within [3] months prior to his Effective Date of insurance.

1. was diagnosed by or received Treatment from a legally qualified Physician; or
2. had symptoms for which an ordinarily prudent person would have sought Treatment.]}

{Mental Illness means: any Sickness, disease or disorder, which is:

1. listed in the current edition of the Diagnostic and Statistical Manual of Mental Health Disorders (or any successor diagnostic manual) published by the American Psychiatric Association; and
2. usually treated by a mental health provider or other qualified provider, using psychotherapy, psychotropic drugs or other similar methods of Treatment.

Mental Illness includes any such conditions whether or not related to an underlying physical, genetic, chemical, organic or biological cause, although it may be associated with physical symptoms, manifestations or expressions. Specific conditions include, but are not limited to:

1. bipolar disorder;
2. depression and depressive disorders;
3. psychoses;
4. mood disorders;
5. manic-depressive illness;
6. anxiety disorders;
7. stress disorders including post-traumatic stress disorders;
8. somatoform disorders;
9. factitious disorders;
10. eating disorders;
11. adjustment disorders; and
12. personality disorders.

For purposes of the Policy, Mental Illness does not include coma (unless a consequence of Substance Abuse), mental retardation or Alzheimer's disease and other forms of dementia with an objectifiable organic basis.}}

{Subjective Symptoms means: the manifestations of the Covered Person's condition, which he tells his Physician, that is not verifiable using tests, procedures and clinical examinations generally accepted in the practice of medicine. Examples of Subjective Symptoms include, but are not limited to, headache, pain, fatigue, stiffness, soreness, ringing in ears, dizziness, numbness and loss of energy.]}

{Substance Abuse means: alcoholism, or the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance, whether or not prescribed by a Physician. }

{WORKING RETURNS} SHORT TERM DISABILITY INSURANCE FOR COVERED PERSON

Calculating the Weekly Payment:

[The Benefit Percent and Maximum Weekly Benefit are shown in the Schedule of Benefits]

[The Covered Person's Weekly Payment will be determined as follows:

1. Multiply his Pre-Disability Weekly Earnings by the Benefit Percent.
2. Compare the result in Step 1 with the Maximum Weekly Benefit.
3. The lesser of these two amounts is the Covered Person's weekly Gross Disability Payment.
4. Subtract from his weekly Gross Disability Payment any Other Income Benefit amounts that he receives or is eligible to receive. The result is the Covered Person's Weekly Payment.

After the Elimination Period, if the Covered Person is Disabled for only part of a week, We will send him 1/7th of his Weekly Payment for each day of Disability.]

Gross Disability Payment means: the payment amount before We subtract Other Income Benefits and Disability Earnings.

Receipt of Disability Payments: The Covered Person will begin to receive payments when We approve his claim, provided the Elimination Period has been met and he is Disabled. We will send him a payment each week for any period for which We are liable. If he is Disabled and working, proof of Disability Earnings will be required before benefits are paid.

Disability Earnings mean: the earnings, which the Covered Person receives while Disabled, and working {plus the earnings he could receive if he was working to his Maximum Capacity}.

{Maximum Capacity means: the greatest extent of work the Covered Person is able to do, given his limitations, restrictions, and physical and mental capacity, in an occupation that is available in his location and for which he is reasonably fitted by education, training, and experience. }

Elimination Period means: the length of time the Covered Person must be continuously Disabled before a benefit is payable. The Elimination Period begins on the first day of Disability.

Hospital Confined or Hospital Confinement means: the Covered Person is admitted as an inpatient in a Hospital or Medical Facility for a period of at least 24 hours for the condition resulting in his Disability.

{Disability During a Covered Layoff or Leave of Absence: If the Covered Person becomes Disabled while he is on a covered layoff or leave of absence, We will calculate his benefit using his Pre-Disability Weekly Earnings from his Employer in effect just prior to the date his absence begins.}

{Other Income Benefits; We will subtract from the Covered Person's Gross Disability Payment the following Other Income Benefits:

1. {any benefits and awards he receives or is eligible to receive under:
 - a. Workers' Compensation Law;
 - b. occupational disease Law; or
 - c. any other similar Act or Law.unless this insurance is issued on a non-occupational basis as shown in the Schedule of Benefits.}
2. {any Disability income benefits he receives or is eligible to receive under:
 - a. any compulsory benefit act or Law;
 - b. any other group insurance policy with the Employer or with an association;
 - c. any other group insurance policy with another employer under which he becomes covered while he is Disabled under the Policy; or
 - d. any governmental retirement system as the result of his job with his Employer.}

{WORKING RETURNS} SHORT TERM DISABILITY INSURANCE FOR COVERED PERSON

3. {any {Disability} benefits under the United States Social Security Act, The Canada Pension Plan, The Quebec Pension Plan, the Jones Act and any other similar plan or Act. Benefits include:
 - a. Disability benefits he is eligible to receive [and any disability benefits his Spouse or his children receive or are eligible to receive as a result of his Disability.]
 - b. {retirement benefits he receives [and any retirement benefits his Spouse or his children receive as a result of his receipt of retirement benefits.]} }

[If the Covered Person's Disability begins after his 70th birthday, and he was receiving Social Security retirement benefits before his Disability began, then We will not reduce Our payments to him by these retirement benefits.]

{Pension Plan means: a plan that provides retirement benefits and which is not wholly funded by [Employee] contributions. The term does not include a profit sharing plan, a thrift plan, an individual retirement account (IRA), a tax sheltered annuity plan (TSA), a stock ownership plan or a non-qualified plan of deferred compensation. }

4. {any benefits he receives from his Employer's sick leave or salary continuation plan. }
5. {any benefits from the Employer's Retirement Plan he:
 - a. receives as disability benefits;
 - b. voluntarily chooses to receive as retirement benefits; or
 - c. receives as retirement benefits once he reaches the greater of age 62 or normal retirement age, as defined in his Employer's Retirement Plan.

Regardless of how the retirement funds from the plan are distributed, for the purposes of determining Our payment to the Covered Person, We consider [Employee] and Employer contributions to be distributed at the same time throughout the Covered Person's lifetime.

We will not reduce payments the Covered Person receives from Us for his contributions to the Employer's Retirement Plan, or for amounts he rolls over or transfer to an eligible Retirement Plan.

Disability benefits under a retirement plan are benefits that are paid due to disability and which do not reduce the retirement benefits which would have been paid if the disability had not occurred.

Retirement benefits under a retirement plan are benefits that are paid based on the Covered Person's Employer's contribution to the retirement plan. Disability benefits that reduce the retirement benefits under the plan will also be considered a retirement benefit.

Eligible retirement plan is defined in Section 402 of the Internal Revenue Code of 1986 and includes future amendments to Section 402 affecting the definition. }

6. {any benefits for loss of time or lost wages he receives from the mandatory portion of a no-fault motor vehicle insurance plan, or automobile liability insurance policy. }
7. {any amount he receives under any unemployment compensation Law, unless this insurance is issued on a non-occupational basis as shown in the Schedule of Benefits. }
8. {any amounts he receives from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise. }

{If the Covered Person receives any of the Other Income Benefits in a lump sum payment, We will pro-rate the lump sum on a weekly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a weekly basis to the end of the Covered Person's Maximum Benefit Period. }

{WORKING RETURNS} SHORT TERM DISABILITY INSURANCE FOR COVERED PERSON

{Other Income Benefits must be payable as a result of the same Disability for which the Covered Person is receiving a payment from Us, except for retirement benefits. }

[We will NOT subtract from the Covered Person's Gross Disability Payment any amounts he receives from the following sources:

1. 401(k) plans
2. profit sharing plans
3. thrift plans
4. tax sheltered annuities
5. stock ownership plans
6. non-qualified plans of deferred compensation
7. Pension Plans for partners
8. military pension and military disability income plans
9. credit disability insurance
10. franchise disability income plans
11. a Retirement plan from another employer
12. Individual Retirement Accounts (IRA)
13. benefits from individual disability plans
14. salary continuation or accumulated sick leave plans]

{Affect of Other Income Benefits on Payment: If subtracting Other Income Benefits results in a zero benefit, We will pay the Covered Person the Minimum Weekly Benefit shown in the Schedule of Benefits. The Minimum Weekly Benefit, however, may be applied toward an outstanding overpayment.

{The Minimum Weekly Benefit will not be paid if the Covered Person is receiving salary continuation or accumulated sick leave payments from his Employer.}}

{Estimating Amounts of Other Income Benefits: We have the right to estimate the amount of benefits the Covered Person may be eligible to receive under the "Other Income Benefits" section. We can reduce Our payments to him by the estimated amount if:

1. he has not been awarded but has not been denied such benefits; or
2. he has been denied such benefits and the denial is being appealed; or
3. he is reapplying for such benefits.

We will NOT reduce Our payments to the Covered Person by the estimated amount if:

1. he applies or reapplies for the benefits and appeals his denial through all of the administrative levels We believe are necessary; or
2. he signs Our reimbursement agreement form stating that he promises to pay Us any overpayment caused by an award.

If We reduce Our payments to the Covered Person by an estimated amount:

1. We will adjust Our payment to him when he provides proof of the amount awarded; or
2. We will issue a lump sum refund of the estimated amount if he was denied benefits and has completed all appeals (or reapplications) We believe are necessary.}

{WORKING RETURNS} SHORT TERM DISABILITY INSURANCE FOR COVERED PERSON

{Continuity Of Insurance Upon Transfer Of Insurance Carriers: In order to prevent loss of insurance for a Covered Person because of a transfer of insurance carriers, We will provide insurance for certain [Employees] as follows:

[Employees] who are not Actively at Work due to Sickness or Injury:

We will insure the [Employee] under the Policy if the prior group insurance policy insured him and the cost of his insurance under the prior group insurance policy was paid.

Our payments to the [Employee] will be limited to the lesser of the Weekly Payment under this Policy or the weekly payment the prior group insurance policy would have paid him, had that policy stayed in effect. Our payments will be reduced by any amount the prior group insurance policy is responsible for paying.

{[Employees] who are Disabled due to a Pre-Existing Condition:

If the [Employee] was insured by the prior group insurance policy immediately prior to becoming eligible for insurance under this Policy, he is Actively at Work and he is insured under this Policy, then he may be eligible for payments under this Policy if his Disability is due to a Pre-Existing Condition.

In order to receive payments from Us, the [Employee] must satisfy the Pre-Existing Condition Exclusion test of:

1. this Policy; or
2. the prior group insurance policy had that policy stayed in effect.

We will give credit toward continuous time covered under both policies. We will determine Our payments using the provisions of this Policy, but the [Employee's] Weekly Payment will not be more than the maximum weekly payment of the prior group insurance policy.

The [Employee's] Weekly Payment will end on the earlier of the following:

1. the end of the Maximum Benefit Period under this Policy;
2. the date benefits would have ended under the prior group insurance policy, if the policy had stayed in effect.

If the [Employee] cannot satisfy the Pre-Existing Condition Exclusion test of either policy, then he will not be eligible for a Weekly Payment.} }

{Recurrent Disability: If the Covered Person's current Disability is related or due to the same causes(s) as his prior Disability for which We made a payment, We will treat his current Disability as part of his prior claim. He will not have to complete another Elimination Period if he returns to Active Work for his Employer on a full time basis for [7] consecutive days or less. His Disability will be subject to the same terms of the Policy as his prior claim and will be treated as a continuation of that Disability.

Any Disability which occurs after [7] consecutive days from the date the Covered Person's prior claim ended will be treated as a new claim. His new claim will be subject to all of the provisions, including the Elimination Period.

If he becomes entitled to benefits under any other Group Short Term Disability policy, he will not be eligible for payments under the Policy.

Recurrent Disability means: a Disability that is:

1. caused by a worsening in the Covered Person's condition; and
2. due to the same or related cause(s) as his prior Disability for which We made a payment.}

{Multiple Causes: If a period of Disability is extended by a new, unrelated cause while benefits are payable,

{WORKING RETURNS} SHORT TERM DISABILITY INSURANCE FOR COVERED PERSON

benefits will continue while the Covered Person remains Disabled, subject to the following:

1. benefits will not continue beyond the end of the original Maximum Benefit Period; and
2. any Exclusions [and Pre-existing Conditions Limitations] will apply to the new cause of Disability.}

{Concurrent Disability: Benefits for a Concurrent Disability will be paid as if the Concurrent Disability were caused by one Injury or one Sickness. In no event will a Covered Person be considered to have more than one continuous period of Disability at the same time.

Concurrent Disability means: one continuous period of Disability that is caused by more than one Injury or Sickness. }

{Rehabilitation Services: A rehabilitation program is available to assist the Covered Person in his return to work. {Participation in this program is voluntary on his part and will be offered at Our discretion. } {OR} {Once We have identified a Covered Person as a suitable candidate for our Rehabilitation Services, participation is mandatory.}

Our vocational rehabilitation specialists will review the Covered Person's file to determine if rehabilitation services might help him return to a Gainful Occupation. Once the review is completed, We may offer and pay for a return to work program. We will work with the Covered Person's Physician and other appropriate specialists to develop a plan that best suits the Covered Person's needs.

The return to work program may include, but is not limited to, the following services:

1. coordination with the Covered Person's Employer to assist him in his return to work;
2. evaluation of adaptive equipment to allow the Covered Person to work;
3. vocational evaluation to determine how his Disability may impact his employment options;
4. job placement services;
5. resume preparation;
6. job seeking skills training;
7. retraining for a new occupation; or
8. assistance with relocation that may be part of an approved return to work program.

{If the Covered Person agrees to participate in a rehabilitation program and is unable to complete his responsibility under the program, without Good Cause, then We may discontinue Our payments to him under the Policy.

Good cause means, for purposes of this provision, documented physical or mental impairments, which leave the Covered Person unable to take part in or complete the agreed upon program. It can also mean that he is involved in:

1. medical Treatment which prevents or interferes with his taking part in or completing the program; or
2. some other vocation rehabilitation program which conflicts with his taking part in or completing the program we developed, and is reasonably expected to return him to Active Work. }

We reserve the right to make the final decision concerning the Covered Person's eligibility to take part in a rehabilitation program and the amount of any services he will be provided.}

{During the Covered Person's participation in an approved rehabilitation program, his Gross Disability Payment will be increased by [5%] for Rehabilitation Services.}

{Gainful Occupation means: [an occupation that can be expected to provide the Covered Person with an income at least equal to his Gross Disability Payment within [6] months of his return to work, considering:

1. his past training, as well as training he could receive;
2. his education and experience; and
3. his physical and mental capacity.

{WORKING RETURNS} SHORT TERM DISABILITY INSURANCE FOR COVERED PERSON

Gainful Occupation will be determined with the assistance of a licensed vocational or rehabilitation specialist.}}

{In addition, We will make weekly payments to the Covered Person for [3 weeks] following the date his Disability ends if We determine he is no longer Disabled while:

1. he is participating in Our rehabilitation program; and
2. he is not able to find employment.}

{Employee Outreach Services: We may provide [Employee] Outreach Services for a Covered Person who has a medical disability accompanied by psychosocial problems that may interfere with his recovery and return to work.

Employee Outreach Services will be provided at our discretion and may include, but are not limited to:

1. service provider referrals; and
2. identifying available community and state resources that may be helpful in the Covered Person's recovery and return to work. }

Termination of Benefits: We will stop sending the Covered Person payments and his claim will end on the earliest of:

1. the date he is no longer Disabled according to the terms of the Policy;
2. the date he reaches the end of the Maximum Benefit Period;
3. the date he fails to provide proof of continuing Disability;
4. the date he is able to increase his Disability Earnings by increasing the number of hours he works or the number of duties he performs, but he chooses not to do so;
5. the date he refuses to be examined by a Physician, if such an exam is requested by Us;
6. the date he refuses to be interviewed by one of Our representatives;
7. the date he ceases to be under the Regular Care of a Physician;
8. the date he dies[;][.]
9. {after [6 months] of payments, if he is considered to reside outside the United States or Canada. He will be considered to reside outside these countries when he has been outside the United States or Canada for a total period of [6] months or more during any [12] consecutive months of benefits;}
10. {the date he refuses to complete his responsibilities under an approved rehabilitation program, without good cause.}

General Exclusions: We will not cover a Disability under the Policy if it is due to:

1. {an act or accident of war, declared or undeclared, whether civil or international, and any substantial armed conflict between organized forces of a military nature;}
2. {intentionally self-inflicted Injuries;}
3. {active participation in a riot;}
4. {committing or attempting to commit a felony;}
5. {an Occupational Sickness or Injury if the Schedule of Benefits indicates that benefits are issued on a non-occupational basis. However, We will cover Disabilities due to an Occupational Sickness or Injury for partners or sole proprietors who cannot be covered by Workers' Compensation Law} [; or]
6. {cosmetic or elective surgery}.

We will not make a payment for any period of time during which the Covered Person is incarcerated { or under House Arrest}. The Maximum Benefit Period will be reduced by the amount of time he is incarcerated {or under House Arrest} after completion of the Elimination Period.

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{Occupational Sickness or Injury means: an Injury or Sickness which is paid or payable by any workers' compensation law, occupational disease law or similar law.}

{House Arrest means: any restriction placed on the Covered Person's movement outside of his home by a court of competent jurisdiction. Compliance with such restriction is regularly monitored using electronic or other means.}

Claim Information:

Notice of Claim: Written notice of a claim must be given to Us at Our Home Office by the Covered Person within [30 days] after the date his Disability begins. If it is not possible, written notice must be given as soon as it is reasonably possible to do so.

The claim form is available from the Covered Person's Employer, or can be requested from Us. If the Covered Person does not receive the form from Us within [15 days] of his request, written proof of claim should be sent to Us without waiting for the form. Written proof should establish facts about the claim such as date of occurrence, nature and extent of the Disability.

The Covered Person must notify Us immediately when he returns to work in any capacity.

Filing a Claim: The Covered Person and his Employer must fill out their own section of the claim form and then give it to the Covered Person's attending Physician. The Physician should fill out his section of the form and send it directly to Us.

Proof of Claim: Written proof of claim must be filed within [90 days] after the Covered Person's Elimination Period ends. However, if it is not possible to give proof within [90 days], it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

Proof of claim must include:

1. the date the Covered Person's Disability began;
2. appropriate documentation of the Disabling disorder;
3. the extent of the Covered Person's Disability, including restrictions and limitations preventing him from being Actively at Work and performing his Regular Occupation;
4. the appropriate documentation of the Covered Person's earnings;
5. the name and address of any Hospital or Medical Facility where the Covered Person received Treatment;
6. the name and address of all Physicians providing Regular Care or specialty care.

We may request that the Covered Person send proof of continuing Disability, satisfactory to Us, indicating that he is under the Regular Care of a Physician. This proof, provided at the Covered Person's expense, must be received within [30 days] of a request by Us.

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

Payment of Claim: Except as otherwise noted for specified additional benefits that may be included in the Policy, all benefits are payable to the Covered Person. If a benefit is payable to the Covered Person's estate, to a minor or to someone who is not competent to give a valid release, We have the right to pay up to [\$1,000] to any of the Covered Person's relatives whom We consider entitled. Any amount We pay in good faith releases Us from further liability, but only for the amount paid.

Overpayment of Claim: We have the right to recover any overpayments due to:

{WORKING RETURNS} SHORT TERM DISABILITY INSURANCE FOR COVERED PERSON

1. fraud;
2. any error We make in processing a claim; and
3. the Covered Person's receipt of Other Income Benefits.

The Covered Person must reimburse Us in full. We will determine the method by which the repayment is to be made. We have the right to recover overpayment from the Covered Person's Spouse if living, otherwise children under the age of [21] or estate.

Legal Action: The Covered Person may not bring suit to recover under this section until [60 days] after he has given Us written proof of loss. No suit may be brought more than three years after the date the proof of loss is required to be filed. }

**{LUMP SUM SURVIVOR BENEFIT UNDER THE {WORKING RETURNS} SHORT TERM
DISABILITY INSURANCE**

When We receive proof that the Covered Person died, We will pay his Spouse, if living, otherwise, his children under age [21] a lump sum benefit equal to [3 weeks] of the Covered Person's weekly [Net Disability Payment] but not to exceed [\$1,000].

{Net Disability Payment: the payment amount after We subtract Other Income Benefits and Disability Earnings.}

The Lump Sum Survivor Benefit will be paid if, on the date of the Covered Person's death:

1. his Disability had continued for at least [15] consecutive days; and
2. he was receiving or was entitled to receive a Weekly Payment under the Policy.

If the Covered Person has no living Spouse or children, payment will be made to his estate. However, We will first apply the survivor benefit to any overpayment which may exist on his claim.

{The Covered Person may choose to receive his lump sum survivor benefit prior to his death if:

1. he has been diagnosed as having a life expectancy of less than [6 months]; and
2. he is receiving a Weekly Payment under the Policy.}

{The Covered Person must notify Us in writing of his choice to exercise this option. Additionally, his Physician must certify in writing that he has a life expectancy of less than [6 months].}

{If the Covered Person elects to receive this benefit prior to his death, no lump sum survivor benefit will be payable upon his death.} }

**{CATASTROPHIC DISABILITY BENEFIT UNDER THE {WORKING RETURNS} SHORT TERM
DISABILITY INSURANCE**

We will pay a weekly Catastrophic Disability Benefit to the Covered Person when We receive proof that he is Disabled under the terms of this provision and is receiving Weekly Payments under the Policy.

The Covered Person is Disabled under the terms of this provision when We determine that, due to his Sickness or Injury beginning after his Effective Date of insurance, he:

1. has lost the ability to safely and completely perform two or more Activities of Daily Living without another person's active assistance or verbal cueing; or
2. is Cognitively Impaired and needs another person's assistance or verbal cueing for his protection or for the protection of others; or
3. has a life expectancy of less than [6 months].

[The Catastrophic Disability benefit amount is a percentage of the Covered Person's Gross Disability Payment, not to exceed the Maximum Weekly Benefit. The Catastrophic Disability benefit percentage will be limited to the lesser of [1%] of the Gross Disability Payment or [\$1,000].]

The Covered Person will no longer be eligible to receive a Catastrophic Disability Benefit on the earliest of:

1. the date he is no longer Disabled under the terms of this provision;
2. the date he no longer has a loss of two or more Activities of Daily Living or is no longer Cognitively Impaired; or
3. the date his Short Term Disability benefits terminate under the Policy.

The Catastrophic Disability Benefit is paid in addition to any other payments the Covered Person receives under the Policy.

Activities of Daily Living means:

1. bathing – the ability to wash oneself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower.
2. dressing – the ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs.
3. toileting – the ability to get to and from the toilet, get on and off the toilet and perform associated personal hygiene.
4. transferring – the ability to move into or out of a bed, chair or wheelchair.
5. continence – the ability to maintain control of bowel and bladder functions; or, when unable to maintain control of bowel and bladder function, the ability to perform associated personal hygiene including caring for catheter or colostomy bag.
6. eating – the ability to feed oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.

Cognitively Impaired means: the Covered Person suffers a deficiency in short or long-term memory, orientation as to person, place and time, deductive or abstract reasoning, or judgment as it relates to safety awareness. The impairment must be measurable according to generally accepted medical standards. }

{{WORKING RETURNS}} LONG TERM DISABILITY INSURANCE FOR COVERED PERSON

Definition of Disabled or Disability:

The Covered Person is Disabled or has a Disability when We determine that:

1. [he is not Actively at Work and is unable to perform all of the Material and Substantial Duties of any Gainful Occupation due to his Sickness or Injury;[and] [or]
2. he has an 80% or more loss in Pre-Disability Monthly Earnings due solely to the same Sickness or Injury; and
3. he is under the Regular Care of a Physician.]

Disability must begin while the Covered Person is insured under the Policy.

{Material and Substantial Duties: duties that

1. are normally required for the performance of the Covered Person's Regular Occupation; and
2. cannot be reasonably omitted or modified.}

{If the Covered Person is required to work an average in excess of [40 hours] per week, We will consider him able to perform that requirement if he is working or has the capacity to work [40 hours] per week.}}

{Regular Occupation means: the occupation which the Covered Person is routinely performing when his Disability occurs. We will look at the Covered Person's occupation as it is normally performed in the national economy instead of how the work tasks are performed for a specific Employer or at a specific location. }

[Regular Occupation for Physicians means: the Specialty or Sub-Specialty Occupation the Covered Person is practicing at the time of Disability and any Specialty or Sub-Specialty Occupation he practiced in the past [5 years]. The Specialty or Sub-Specialty Occupation must be recognized by the American Board of Medical Specialties. If the Specialty or Sub-Specialty Occupation is not recognized by the American Board of Medical Specialists, We will consider the Covered Person to be practicing general medicine.]

[Regular Occupation for Attorneys means: the one legal subject matter area in which the Covered Person is practicing, provided he earned at least 60% of their gross professional service fee income in that area or type of practice during the 24 months immediately before the Disability began.

Trial attorney or trial practice will not be considered the legal subject matter area or type of legal practice in which the Covered Person is practicing, unless he personally appeared and actively participated in legal proceedings on behalf of clients, at least 4 hours per day an average of at least 50 days per year during the 24 months immediately before the Disability began. Time spent preparing to actively participate in legal proceedings can be counted in meeting up to one-half of the hours per day and days-per-year requirement. Legal proceedings include civil or criminal trials, administrative rule making or contested case hearings, workers compensation hearings, arbitration and mediation hearings and the taking of defending depositions.

We may require billable hour or other time and earnings records as proof that the requirements in this provision have been met.]

{Gainful Occupation means: an occupation that can be expected to provide the Covered Person with an income at least equal to his Gross Disability Payment within [6] months of his return to work, considering:

1. his past training, as well as training he could receive;
2. his education and experience; and
3. his physical and mental capacity.

[Gainful Occupation will be determined with the assistance of a licensed vocational or rehabilitation specialist.}}

**{WORKING RETURNS} LONG TERM DISABILITY INSURANCE FOR
COVERED PERSON (continued)**

{The loss of a professional or occupational license or certification does not, in itself, mean the Covered Person is Disabled. Additionally, economic factors, such as recession, job obsolescence, pay-cuts and job sharing will not be considered in determining whether the Covered Person meets the definition of Disability/Disabled. }

We require the Covered Person to be under the Regular Care of a Physician for the Sickness or Injury causing his disability in order to be eligible to receive payments from Us.

We may require the Covered Person to be examined by Physicians, other medical practitioners or vocational experts of Our choice. We will pay for these examinations. We can require examinations as often as it is reasonable to do so. We may also require the Covered Person to be interviewed by an authorized representative of Ours. Refusal to be examined or interviewed may result in denial or termination of his claim.

{Transplant Benefit: If, while insured under the Policy, the Covered Person donates an organ for an Organ Transplant Procedure, and as a result he becomes Disabled, We will consider him to be Disabled as a result of Sickness{ and his Elimination Period will be waived}. {Disability resulting from an Organ Transplant Procedure will have a limited pay period of [12 months]}. This benefit will be payable only once in the Covered Person's lifetime. Benefit payments will be subject to all of the provisions contained in the Policy, except for those that are in conflict with the provisions of this Transplant Benefit.

Organ Transplant Procedure means: the Covered Person donates any of the following for transplantation into another person: kidney, liver, lung, skin or bone marrow. }

Calculating the Monthly Payment:

[The Benefit Percent and Maximum Monthly Benefit are shown in the Schedule of Benefits.]

[Calculate the Covered Person's Monthly Payment as follows:

1. Multiply the Covered Person's Pre-Disability Monthly Earnings by the Benefit Percent.
2. Compare the result in Step 1 with the Maximum Monthly Benefit.
3. The lesser of these two amounts is the Covered Person's monthly Gross Disability Payment.
4. Subtract from his monthly Gross Disability Payment all Other Income Benefit amounts that he receives or is eligible to receive. The result is the Covered Person's Monthly Payment.

In no event will the Covered Person's Monthly Payment exceed the Maximum Monthly Benefit.]

[If the Covered Person is Disabled and working, earning between 20% and 80% of his [Indexed] Pre-Disability Monthly Earnings calculate his benefit payment as follows:]

[Calculate the Covered Person's Gross Disability Payment as follows:

1. Multiply his Pre-Disability Monthly Earnings by the Benefit Percent.
2. Compare the result in Step 1 with the Maximum Monthly Benefit.
3. The lesser of these two amounts is the Covered Person's Gross Disability Payment, which is used in the benefit calculation below.]

[When the Covered Person first returns to work during a period of disability, the Work Incentive Benefit establishes that, [for 12 months], his Monthly Payment, as determined above, will not be reduced as long as Payment does not exceed 100% of his [Indexed] Pre-Disability Monthly Earnings.

During the period of time that the Work Incentive Benefit applies:

**{WORKING RETURNS} LONG TERM DISABILITY INSURANCE FOR
COVERED PERSON (continued)**

1. Add the Covered Person's monthly Disability Earnings to his Gross Disability Payment, as calculated above.
 2. Compare the result in Step 1 to his [Indexed] Pre-Disability Monthly Earnings.
 3. If the result from Step 2 is less than or equal to 100% of the Covered Person's [Indexed] Pre-Disability Monthly Earnings, We will not further reduce his Monthly Payment, as calculated above.
 4. If the result in Step 2 is greater than 100% of the Covered Person's [Indexed] Pre-Disability Monthly Earnings, We will subtract the amount over 100% from his Monthly Payment, as calculated above.
- The result is the amount We will pay the Covered Person each month.

After the period of time that the Work Incentive Benefit applies:

1. Subtract the Covered Person's Disability Earnings from his [Indexed] Pre-Disability Monthly Earnings.
2. Divide the result in Step 1 by his [Indexed] Pre-Disability Monthly Earnings. This is his percentage of lost earnings.
3. Multiply the Covered Person's Monthly Payment, as calculated above, by the answer in Step 2.

The result is the amount We will pay the Covered Person each month.]

After the Elimination Period, if the Covered Person is Disabled for only part of a month, We will send him 1/30th of his payment for each day of Disability.

Gross Disability Payment means: the payment amount before We subtract Other Income Benefits and Disability Earnings.

Monthly Payment means: the payment amount after We subtract any Other Income Benefits.

Elimination Period means: the length of time the Covered Person must be continuously Disabled before a benefit is payable. The Elimination Period begins on the first day of Disability. If the Covered Person returns to work for a period of time not to exceed the Accumulation of Elimination Period and cannot continue, he will not have to begin a new Elimination Period. However, We will count only those days he is Disabled toward satisfying the Elimination Period. The Elimination Period and the Accumulation of Elimination Period are shown in the Schedule of Benefits.

Disability Earnings mean: the earnings, which the Covered Person receives while Disabled, and working {plus the earnings he could receive if he was working to his Maximum Capacity}.

{Maximum Capacity means: the greatest extent of work the Covered Person is able to do, given his limitations, restrictions, and physical and mental capacity, in an occupation that is available in his location and for which he is reasonably fitted by education, training, and experience. }

{Indexed Pre-Disability Monthly Earnings: The Covered Person's Pre-Disability Monthly Earnings adjusted on each anniversary of benefit payments by the lesser of [5%] or the current annual percentage increase in the Consumer Price Index (CPI-W). The Covered Person's Indexed Pre-Disability Monthly Earnings may increase or remain the same, but will never decrease. This manner of indexing is only used to determine the Covered Person's percentage of lost earnings while he is Disabled and working and in the determination of Gainful Occupation. Consumer Price Index (CPI-W) means: the index for Urban Wage Earners and Clerical Workers 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. }

Receipt of Disability Payments: The Covered Person will begin to receive payments when We approve his claim, provided the Elimination Period has been met and he is Disabled. We will send him a payment each month for any period for which We are liable. If he is Disabled and working, proof of Disability Earnings will

**{WORKING RETURNS} LONG TERM DISABILITY INSURANCE FOR
COVERED PERSON (continued)**

be required before benefits are paid.

Disability During a Covered Layoff or Leave of Absence: If the Covered Person becomes Disabled while he is on a covered Layoff or Leave of Absence, We will calculate his benefit using his Pre-Disability Monthly Earnings from his Employer in effect just prior to the date his absence begins.

{Fluctuation of Disability Earnings: If the Covered Person's Disability Earnings fluctuate, We may average his Disability Earnings over the most recent [3 months] to determine if his claim should continue subject to all other terms and conditions in the Policy.

If We average his Disability Earnings, We will not terminate his claim unless the average of his Disability Earnings from the last 3 months exceeds [80%] of his [Indexed] Pre-Disability Monthly Earnings.

We will not pay the Covered Person for any month during which Disability Earnings exceed the amount allowable under the Policy. }

{Other Income Benefits: We will subtract from the Covered Person's Gross Disability Payment the following Other Income Benefits:

1. {any benefits and awards he receives or is eligible to receive under:
 - a. Workers' Compensation Law;
 - b. occupational disease Law; or
 - c. any other similar Act or Law.}
2. {any Disability income benefits he receives or is eligible to receive under:
any compulsory benefit Act or Law;
 - a. any other group insurance policy with the Employer or with an association;
 - b. any other group insurance policy with another Employer under which he becomes insured while
 - c. he is Disabled under the Policy; or
 - d. any governmental retirement system as the result of his job with his Employer.}
3. {any {Disability} benefits under the United States Social Security Act, The Canada Pension Plan, The Quebec Pension Plan, the Jones Act, and any other similar plan or Act. Benefits include:
 - a. Disability benefits he is eligible to receive [and any disability benefits his Spouse or his children receive or are eligible to receive as a result of his Disability].
 - b. {retirement benefits he receives [and any retirement benefits his Spouse or his children receive as a result of his receipt of retirement benefits].}}

[If the Covered Person's Disability begins after his 70th birthday, and he was receiving Social Security retirement benefits before his Disability began, then We will not reduce Our payments to him by these retirement benefits.]

{Pension Plan means: a plan that provides retirement benefits and which is not wholly funded by [Employee] contributions. The term does not include a profit sharing plan, a thrift plan, an individual retirement account (IRA), a tax sheltered annuity plan (TSA), a stock ownership plan or a non-qualified plan of deferred compensation.}

4. {any benefits he receives from the Employer's sick leave or salary continuation plan. }
5. {any benefits from the Employer's retirement plan[, the Public [Employees] Retirement System and

**{WORKING RETURNS} LONG TERM DISABILITY INSURANCE FOR
COVERED PERSON (continued)**

the State Teachers Retirement System] he:

- a. receives as disability benefits;
- b. voluntarily chooses to receive as retirement benefits; or
- c. receives as retirement benefits once he reaches the greater of age 62 or normal retirement age, as defined in his Employer's Retirement Plan.

Regardless of how the retirement funds from the plan are distributed, for the purposes of determining Our payment to the Covered Person, We consider [Employee] and Employer contributions to be distributed at the same time throughout the Covered Person's lifetime.

We will not reduce payments the Covered Person receives from Us for his contributions to the Employer's retirement plan, or for amounts he rolls over or transfer to an eligible Retirement Plan.

Disability benefits under a retirement plan are benefits that are paid due to disability and which do not reduce the retirement benefits which would have been paid if the disability had not occurred.

Retirement benefits under a retirement plan are benefits that are paid based on the Covered Person's Employer's contribution to the retirement plan. Disability benefits that reduce the retirement benefits under the plan will also be considered a retirement benefit.

Eligible retirement plan is defined in Section 402 of the Internal Revenue Code of 1986 and includes future amendments to Section 402 affecting the definition. }

6. {any benefits for loss of time or lost wages he receives from the mandatory portion of a no-fault motor vehicle insurance plan, or automobile liability insurance policy.}
7. {any amount he receives under any unemployment compensation Law.}
8. {any amounts he receives from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.}

If the Covered Person receives any of the Other Income Benefits in a lump sum payment, We will pro-rate the lump sum on a monthly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a monthly basis to the end of the Covered Person's Maximum Benefit Period.

Other Income Benefits must be payable as a result of the same Disability for which the Covered Person is receiving a payment from Us, except for retirement benefits.

[We will NOT subtract from the Covered Person's Gross Disability Payment any amounts he receives from the following sources:

1. 401(k) plans
2. profit sharing plans
3. thrift plans
4. tax sheltered annuities
5. stock ownership plans
6. non-qualified plans of deferred compensation
7. Pension plans for partners
8. military pension and military disability income plans
9. credit disability insurance
10. franchise disability income plans
11. a retirement plan from another Employer
12. Individual Retirement Accounts (IRA)
13. individual disability income plans]

**{WORKING RETURNS} LONG TERM DISABILITY INSURANCE FOR
COVERED PERSON (continued)**

{Affect of Other Income Benefits on Payment: If subtracting Other Income Benefits results in a zero benefit, We will pay the Covered Person the Minimum Monthly Benefit shown in the Schedule of Benefits. The Minimum Monthly Benefit, however, may be applied toward an outstanding overpayment. }

{Cost of Living Increases: After the first deduction for each of the Other Income Benefits, We will not further reduce the amount of the Covered Person's Monthly Payment under the Policy due to cost of living increases he receives from any of the sources described in the "Other Income Benefits" section. }

{Estimating Amounts of Other Income Benefits: We have the right to estimate the amount of benefits the Covered Person may be eligible to receive under the "Other Income Benefits" section. We can reduce Our payments to him by the estimated amount if:

1. he has not been awarded but have not been denied such benefits; or
2. he has been denied such benefits and the denial is being appealed; or
3. he is reapplying for such benefits.

We will NOT reduce Our payments to the Covered Person by the estimated amount if:

1. he applies or reapplies for the benefits and appeals his denial through all of the administrative levels We believe are necessary;
2. he signs Our reimbursement agreement form stating that he promises to pay Us any overpayment caused by an award.

If We reduce Our payments to the Covered Person by an estimated amount:

1. We will adjust Our payment to him when he provides proof of the amount awarded; or
2. We will issue a lump sum refund of the estimated amount if he was denied benefits and has completed all appeals (or reapplications) We believe are necessary.}

}

Termination of Benefits: We will stop sending the Covered Person payments and his claim will end on the earliest of:

1. the date he is no longer Disabled according to the terms of the Policy;
2. the date he reaches the end of the Maximum Benefit Period;
3. the date he fails to provide proof of continuing Disability;
4. {the date his Disability Earnings exceed the amount allowable under the Policy; }
5. {the date he is able to increase his Disability Earnings by increasing the number of hours he work or the number of duties he performs but he chooses not to do so; }
6. the date he refuses to be examined by a Physician, if such an exam is requested by Us;
7. the date he refuses to be interviewed by one of Our representatives;
8. the date he ceases to be under the Regular Care of a Physician;
10. the date he dies[.][;]
11. {after [12 months] of payments, if he is considered to reside outside the United States or Canada. He will be considered to reside outside these countries when he has been outside the United States or Canada for a total period of [6] months or more during any [12] consecutive months of benefits;}
12. {the date he refuses to complete his responsibilities under an approved rehabilitation program, without good cause.}

{If the Covered Person is a citizen of the United States and is receiving Treatment outside of the United States,

**{WORKING RETURNS} LONG TERM DISABILITY INSURANCE FOR
COVERED PERSON (continued)**

We may require him to return to the United States for Treatment. Failure to do so when requested may result in termination of benefits.}

{Limitations: }

{Mental Illness {and Substance Abuse Limitation}

Disabilities due to Mental Illness or Substance Abuse have a limited pay period of [12 months] {per disability}. {This is a lifetime cumulative maximum benefit period for Disabilities due to Mental Illness {or Substance Abuse}}.

{We will continue to send the Covered Person payments beyond the limited pay period if he is confined to a Hospital or Medical Facility. If he is still Disabled when he is discharged, We will send him payments for a recovery period of up to 90 days. If he becomes re-confined at any time during the recovery period and remains 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 no case will benefits be paid beyond the Maximum Benefit Period. }

{Substance Abuse Limitation

Disabilities due to Substance Abuse have a limited pay period of [12 months] {per disability}. {This is a lifetime cumulative maximum benefit period for Disabilities due to Substance Abuse.}

{We will continue to send the Covered Person payments beyond the limited pay period if he is confined to a Hospital or Medical Facility . If he is still disabled when he is discharged, We will send him payments for a recovery period of up to 90 days. If he becomes re-confined at any time during the recovery period and remains 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 no case will benefits be paid beyond the Maximum Benefit Period. }

{ Subjective Symptoms Limitation

Disabilities due to a Sickness or Injury which, as determined by Us, are primarily based on Subjective Symptoms have a limited pay period of [12 months] {per disability}. {This is a lifetime cumulative maximum benefit period for Disabilities due to Subjective Symptoms.}

{We will continue to send the Covered Person payments beyond the limited pay period if he is confined to a Hospital or Medical Facility. If he is still Disabled when he is discharged, We will send him payments for a recovery period of up to 90 days. If he becomes re-confined at any time during the recovery period and remains 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 no case will benefits be paid beyond the Maximum Benefit Period.}

[Mental Illness means: any Sickness, disease or disorder, which is:

1. listed in the current edition of the Diagnostic and Statistical Manual of Mental Health Disorders (or any successor diagnostic manual) published by the American Psychiatric Association; and
2. usually treated by a mental health provider or other qualified provider, using psychotherapy, psychotropic drugs or other similar methods of Treatment.

Mental Illness includes any such conditions whether or not related to an underlying physical, genetic, chemical, organic or biological cause, although it may be associated with physical symptoms, manifestations or expressions. Specific conditions include, but are not limited to:

1. bipolar disorder;

**{WORKING RETURNS} LONG TERM DISABILITY INSURANCE FOR
COVERED PERSON (continued)**

2. depression and depressive disorders;
3. psychoses;
4. mood disorders;
5. manic-depressive illness;
6. anxiety disorders;
7. stress disorders including post-traumatic stress disorders;
8. somatoform disorders;
9. factitious disorders;
10. eating disorders;
11. adjustment disorders; and
12. personality disorders.

For purposes of the Policy, Mental Illness does not include coma (unless a consequence of Substance Abuse), mental retardation or Alzheimer's disease and other forms of dementia with an objectifiable organic basis.]

[Subjective Symptoms means: the manifestations of the Covered Person's condition, which he tells his Physician, that is not verifiable using tests, procedures and clinical examinations generally accepted in the practice of medicine. Examples of Subjective Symptoms include, but are not limited to, headache, pain, fatigue, stiffness, soreness, ringing in ears, dizziness, numbness and loss of energy.]

{Substance Abuse means: alcoholism, or the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance, whether or not prescribed by a Physician. }

General Exclusions: We will not cover a Disability under the Policy if it is due to:

1. {an act or accident of war, declared or undeclared, whether civil or international, and any substantial armed conflict between organized forces of a military nature;}
2. {intentionally self-inflicted Injuries;}
3. active participation in a riot;
4. {committing or attempting to commit a felony}
5. {cosmetic or elective surgery}.

We will not make a payment for any period of time during which the Covered Person is incarcerated {or under House Arrest}. The Maximum Benefit Period will be reduced by the amount of time he is incarcerated {or under House Arrest} after completion of the Elimination Period.

{House Arrest means: any restriction placed on the Covered Person's movement outside of his home by a court of competent jurisdiction. Compliance with such restriction is regularly monitored using electronic or other means. }

**{WORKING RETURNS} LONG TERM DISABILITY INSURANCE FOR
COVERED PERSON (continued)**

[Pre-Existing Condition Exclusion: [12/6/24]

The Plan will not cover any Disability that begins during the first [24] months after the Covered Person's Effective Date of insurance that is caused or contributed to, or resulting from, a Pre-Existing Condition or medical or surgical treatment for a Pre-Existing Condition[, unless he has gone at least [6] consecutive months after his Effective Date of insurance without Treatment for the Pre-Existing Condition].

Pre-Existing Condition means any Sickness or Injury including Mental Illness, Substance Abuse or Subjective Symptoms for which the Covered Person, within [12] months prior to his Effective Date of insurance:

1. was diagnosed by or received Treatment from a legally qualified Physician; or
2. had symptoms for which an ordinarily prudent person would have sought Treatment.]

{Continuity of Insurance Upon Transfer of Insurance Carriers: In order to prevent loss of insurance for a Covered Person because of a transfer of insurance carriers, We will provide insurance for certain [Employees] as follows:

Employees who are not Actively at Work due to Sickness or Injury:

We will insure the [Employee] under this Policy if the prior group insurance policy insured him and the cost of his insurance under the prior group insurance policy was paid.

Our payments to the [Employee] will be limited to the lesser of the Monthly Payment under the Policy or the monthly benefit the prior group insurance policy would have paid him, had that policy stayed in effect. Our payments will be reduced by any amount the prior group insurance policy is responsible for paying.

Employees who are Disabled due to a Pre-Existing Condition:

If the [Employee] was insured by the prior group insurance policy immediately prior to becoming eligible for insurance under this Policy, he is Actively at Work and he is insured under this Policy, then he may be eligible for payments under this Policy if his Disability is due to a Pre-Existing Condition.

In order to receive payments from Us, the [Employee] must satisfy the Pre-Existing Condition Exclusion test of:

1. this Policy; or
2. the prior group insurance policy, had that policy stayed in effect.

We will give credit toward continuous time insured under both policies. We will determine Our payments using the provisions of this Policy, but the [Employees] Monthly Payment will not be more than the maximum monthly payment of the prior group insurance policy.

The [Employee's] Monthly Payment will end on the earlier of the following:

1. the end of the Maximum Benefit Period;
2. the date benefits would have ended under the prior group insurance policy, if the policy had stayed in effect.

If the [Employee] cannot satisfy the Pre-Existing Condition Exclusion test of either policy, then he will not be eligible for a Monthly Payment. }

{Recurrent Disability: If the Covered Person's current Disability is related or due to the same causes(s) as his prior Disability for which We made a payment, We will treat his current Disability as part of his prior claim and he will not have to complete another Elimination Period if he returns to Active Work for his Employer on a full time basis for [6] consecutive months or less. His Disability will be subject to all of the provisions as his prior

**{WORKING RETURNS} LONG TERM DISABILITY INSURANCE FOR
COVERED PERSON (continued)**

claim and will be treated as a continuation of that Disability.

Any Disability which occurs after [6] consecutive months from the date the Covered Person's prior claim ended will be treated as a new claim. His new claim will be subject to all of the provisions, including the Elimination Period.

{If the Covered Person returns to work for another Employer, We will treat a Recurrent Disability the same as established above for the first 6 months following his return to work. Any Recurrent Disability that occurs more than 6 months but less than 12 months after the end of the Covered Person's prior Disability will be treated as a continuation of the prior Disability, but the Covered Person will be required to complete a new Elimination Period.}

If the Covered Person becomes entitled to benefits under any other Group Long Term Disability policy, he will not be eligible for payments under the Policy.

Recurrent Disability means: a Disability that is:

1. caused by a worsening in the Covered Person's condition; and
2. due to the same or related cause(s) as his prior Disability for which We made a payment. }

{Multiple Causes: If a period of Disability is extended by a new, unrelated cause while benefits are payable, benefits will continue while the Covered Person remains Disabled, subject to the following:

1. benefits will not continue beyond the end of the original Maximum Benefit Period; and
2. any Exclusions [and Pre-existing Conditions Limitations] will apply to the new cause of Disability. }

{Concurrent Disability: Benefits for a Concurrent Disability will be paid as if the Concurrent Disability were caused by one Injury or one Sickness. In no event will a Covered Person be considered to have more than one continuous period of Disability at the same time.

Concurrent Disability means: one continuous period of Disability that is caused by more than one Injury or Sickness. }

{Lump Sum Survivor Benefit: When We receive proof that the Covered Person died, We will pay his Spouse, if living, otherwise, his children under age [21], a lump sum benefit equal to [3 months] of the Covered Person's monthly [net Disability Payment] if, on the date of the Covered Person's death:

1. his Disability had continued for [365 or more consecutive days]; and
2. he was receiving or was entitled to receive a Monthly Payment under the Policy.

{Net Disability Payment: the payment amount after We subtract Other Income Benefits and Disability Earnings. }

If the Covered Person has no living Spouse or children, payment will be made to his estate. However, We will first apply the survivor benefit to any overpayment which may exist on the Covered Person's claim.

{The Covered Person may choose to receive his Lump Sum Survivor benefit prior to his death if:

1. he has been diagnosed as having a life expectancy of less than [6 months]; and
2. he is receiving monthly payments under the Policy.

The Covered Person must notify Us in writing of his choice to exercise this option. Additionally, his Physician must certify in writing that he has a life expectancy of less than [6 months].

If the Covered Person elects to receive this benefit prior to his death, no lump sum survivor benefit will be payable upon his death.}}

**{WORKING RETURNS} LONG TERM DISABILITY INSURANCE FOR
COVERED PERSON (continued)**

{Workplace Modification Benefit: A workplace modification benefit may be payable to the Covered Person's Employer if a change is made to the work environment or the way a job is performed to allow the Covered Person to be Actively at Work and to perform the Material and Substantial Duties of his Regular Occupation, or any Gainful Occupation.

To qualify for a benefit:

1. the Covered Person must be Disabled under the terms of the Policy;
2. the Employer must agree to make the necessary modifications so that the Covered Person can return to work; and
3. any proposed modifications to the work place must be in writing and approved by Us prior to implementation.
4. In considering any proposed modifications, We have the right to have the Covered Person evaluated by a Physician or other health care professional, or a vocational rehabilitation specialist of Our choice.

When the above qualifications are met, the Covered Person's Employer will be reimbursed for the cost of the modification up to a maximum amount for the Workplace Modification Benefit. This benefit is available to the Covered Person on a one-time-only basis, at Our discretion, and will be paid in addition to any other Disability benefits for which the Covered Person qualifies. The Workplace Modification Benefit maximum amount is [\$1,000].}

{Rehabilitation Services: rehabilitation program is available to assist the Covered Person in his return to work. [Participation in this program is voluntary on his part and will be offered at Our discretion.] {OR} {Once We have identified a Covered Person as a suitable candidate for our Rehabilitation Services, participation is mandatory.}

Our vocational rehabilitation specialists will review the Covered Person's file to determine if rehabilitation services might help him return to a Gainful Occupation. Once the review is completed, We may offer and pay for a return to work program. We will work with the Covered Person's Physician and other appropriate specialists to develop a plan that best suits the Covered Person's needs.

The return to work program may include, but is not limited to, the following services:

1. coordination with the Covered Person's Employer to assist him in his return to work;
2. evaluation of adaptive equipment to allow the Covered Person to work;
3. vocational evaluation to determine how his Disability may impact his employment options;
4. job placement services;
5. resume preparation;
6. job seeking skills training;
7. retraining for a new occupation; or
8. assistance with relocation that may be part of an approved return to work program.

We reserve the right to make the final decision concerning the Covered Person's eligibility to take part in a rehabilitation program and the amount of any services he will be provided.

{During the Covered Person's participation in an approved rehabilitation program, his Gross Disability Payment will be increased by [5%] for Rehabilitation Services.}

In addition, We will make monthly payments to the Covered Person for [3 months] following the date his Disability ends if We determine he is no longer Disabled while:

1. he is participating in Our rehabilitation program; and
2. he is not able to find employment.

**{WORKING RETURNS} LONG TERM DISABILITY INSURANCE FOR
COVERED PERSON (continued)**

{If the Covered Person agrees to participate in a rehabilitation program and is unable to complete his responsibility under the program, without Good Cause, then We may discontinue Our payment to him under the Policy.}

Good Cause means: for the purposes of this provision, documented physical or mental impairments, which leave the Covered Person unable to take part in or complete the agreed upon program. It can also mean that he is involved in:

1. medical Treatment which prevents or interferes with his taking part in or completing the program; or
2. some other vocation rehabilitation program which conflicts with his taking part in or completing the program we developed, and is reasonably expected to return him to Active Work. }

{Employee Outreach Services: may provide [Employee] Outreach Services for a Covered Person who has a medical disability accompanied by psychosocial problems that may interfere with his recovery and return to work.

Employee Outreach Services will be provided at our discretion and may include, but are not limited to:

1. service provider referrals; and
2. identifying available community and state resources that may be helpful in the Covered Person's recovery and return to work. }

{Social Security Assistance: If the Covered Person is receiving a payment from Us, through, We can provide advice to him regarding his Social Security Disability benefits claim and assist him with his application or appeal.

Receiving Social Security Disability benefits may enable:

1. him to receive Medicare after 24 months of disability payments;
2. him to protect his retirement benefits; and
3. his family to be eligible for Social Security benefits.

We can assist the Covered Person in obtaining Social Security disability benefits by:

1. helping him find appropriate legal representation or other assistance;
2. obtaining medical and vocational evidence; and
3. reimbursing pre-approved case management expenses.}

Claim Information:

Notice of Claim: Written notice of a claim must be given to Us at Our Home Office by the Covered Person within [30 days] after the date his Disability begins. If it is not possible, written notice must be given as soon as it is reasonably possible to do so.

The claim form is available from the Covered Person's Employer, or can be requested from Us. If the Covered Person does not receive the form from Us within [15 days] of his request, written proof of claim should be sent to Us without waiting for the form. Written proof should establish facts about the claim such as date of occurrence, nature and extent of the Disability.

The Covered Person must notify Us immediately when he returns to work in any capacity.

**{WORKING RETURNS} LONG TERM DISABILITY INSURANCE FOR
COVERED PERSON (continued)**

Filing a Claim: The Covered Person and his Employer must fill out their own section of the claim form and then give it to the Covered Person's attending Physician. The Physician should fill out his section of the form and send it directly to Us.

Proof of Claim: Written proof of claim must be filed within [90 days] after the Covered Person's Elimination Period ends. However, if it is not possible to give proof within [90 days], it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

Proof of claim must include:

1. the date the Covered Person's Disability began;
2. appropriate documentation of the Disabling disorder;
3. the extent of the Covered Person's Disability, including restrictions and limitations preventing him from being Actively at Work;
4. the appropriate documentation of the Covered Person's earnings;
5. the name and address of any Hospital or Medical Facility where the Covered Person received Treatment;
6. the name and address of all Physicians providing Regular Care or specialty care.

We may request that the Covered Person send proof of continuing Disability, satisfactory to Us, indicating that he is under the Regular Care of a Physician. This proof, provided at the Covered Person's expense, must be received within [30 days] of a request by Us.

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

Payment of Claim: Except as otherwise noted for specified additional benefits that may be included in the Policy, all benefits are payable to the Covered Person. If a benefit is payable to the Covered Person's estate, to a minor or to someone who is not competent to give a valid release, We have the right to pay up to [\$1,000] to any of the Covered Person's relatives whom We consider entitled. Any amount We pay in good faith releases Us from further liability, but only for the amount paid.

Overpayment of Claim: We have the right to recover any overpayments due to:

1. fraud;
2. any error We make in processing a claim; and
3. the Covered Person's receipt of Other Income Benefits.

The Covered Person must reimburse Us in full. We will determine the method by which the repayment is to be made. We have the right to recover overpayment from the Covered Person's Spouse if living, otherwise child under the age [21] or estate.

Legal Action: The Covered Person may not bring suit to recover under this section until [60 days] after he has given Us written proof of loss. No suit may be brought more than three years after the date the proof of loss is required to be filed. }

{FAMILY INCOME BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE

We will pay a benefit to the Covered Person's Spouse, if living; otherwise, his children under [age 21] if We receive proof that:

1. the Covered Person died after having been Disabled for [180 or more consecutive days]; and
2. the Covered Person died while receiving a Monthly Payment from Us under the Policy.

We will pay this benefit monthly within 12 months from the date of death for a duration of [1 year]. The amount will be equal to [60%] of the Covered Person's last Gross Disability Payment.

If the Covered Person does not have any survivors, payment will be made to his estate. If there is no estate, no payment will be made. If payment becomes due to the Covered Person's children, then payment will be made to:

1. the children; or
2. a person We name to receive payments on behalf of the Covered Person's children.

This payment will be valid and effective against all claims by others representing or claiming to represent the Covered Person's children.

{The Covered person may choose to receive his Family Income Benefit prior to his death if:

1. he has been diagnosed as having a life expectancy of less than [12 months]; and
2. he is receiving monthly payments under the Policy.}

{The Covered Person must notify Us in writing of his choice to exercise this option. Additionally, his Physician must certify in writing that he has a life expectancy of less than [12 months].}

If the Covered Person elects to receive this benefit prior to his death, no Family Income Benefit will be payable upon his death.

The Family Income Benefit is paid in addition to any other payments the Covered Person receives under this Plan.}

**{COST OF LIVING ADJUSTMENT BENEFIT UNDER THE {WORKING RETURNS} LONG TERM
DISABILITY INSURANCE**

After the Covered Person has been receiving benefits for one full year, his Gross Disability Payment will increase by [1%] on the first anniversary of payments. Payments will continue to increase on each anniversary thereafter [until the Covered Person has received 5 adjustments].

The Covered Person will no longer be eligible to receive a Cost of Living Adjustment on the [earliest of:

1. the date he has received 5 adjustments; or]
2. the date his Disability benefits terminate.

The Cost of Living Adjustment Benefit is paid in addition to any other payments the Covered Person receives under the Policy. }

**{CATASTROPHIC DISABILITY BENEFIT UNDER THE {WORKING RETURNS} LONG TERM
DISABILITY INSURANCE**

We will pay a monthly Catastrophic Disability Benefit to the Covered Person when We receive proof that he is Disabled under the terms of this provision and is receiving a Monthly Payment under the Policy.

The Covered Person is Disabled under the terms of this provision when We determine that, due to his Sickness or Injury beginning after his effective date of insurance, he:

1. has lost the ability to safely and completely perform two or more Activities of Daily Living without another person's active assistance or verbal cueing; or
2. is Cognitively Impaired and needs another person's assistance or verbal cueing for his protection or for the protection of others; or
3. has a life expectancy of less than [12 months].

The Catastrophic Disability benefit amount is a percentage of the Covered Person's Gross Disability Payment, not to exceed the Maximum Monthly Benefit. The Catastrophic Disability benefit percentage will be limited to the lesser of [10%] of the Gross Disability Payment or [\$1,000], not to exceed the Maximum Monthly Benefit.

The Covered Person will no longer be eligible to receive a Catastrophic Disability Benefit on the earliest of:

1. the date he is no longer Disabled under the terms of this provision;
2. the date he no longer has a loss of two or more Activities of Daily Living or is no longer Cognitively Impaired; or
3. the date his Long Term Disability benefits terminate under the Policy.

The Catastrophic Disability Benefit is paid in addition to any other payments the Covered Person receives under the Policy.

Activities of Daily Living means:

1. bathing – the ability to wash oneself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower.
2. dressing – the ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs.
3. toileting – the ability to get to and from the toilet, get on and off the toilet and perform associated personal hygiene.
4. transferring – the ability to move into or out of a bed, chair or wheelchair.
5. continence – the ability to maintain control of bowel and bladder functions; or, when unable to maintain control of bowel and bladder function, the ability to perform associated personal hygiene including caring for catheter or colostomy bag.
6. eating – the ability to feed oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.

Cognitively Impaired means: the Covered Person suffers a deficiency in short or long-term memory, orientation as to person, place and time, deductive or abstract reasoning, or judgment as it relates to safety awareness. The impairment must be measurable according to generally accepted medical standards.}

**{PROGRESSIVE DISEASE BENEFIT UNDER THE {WORKING RETURNS} LONG TERM
DISABILITY INSURANCE**

The Progressive Disease Benefit provides protection to the Covered Person's level of earnings at the time he is diagnosed with a Progressive Disease.

To be eligible to receive a Progressive Disease Benefit, the Covered Person must be diagnosed with and Disabled as a result of a Progressive Disease after he becomes insured under the Policy. He must provide Us with proof of a medical diagnosis of a Progressive Disease made by his Physician.

If the Covered Person becomes Disabled due to a Progressive Disease, his Pre-Disability Monthly Earnings will be determined based on the greater of:

1. his Pre-Disability Monthly Earnings at the time proof of a medical diagnosis is provided to Us; or
2. his Pre-Disability Monthly Earnings at the time he becomes Disabled according to the provisions of the Policy.

Progressive Disease means: for purposes of this Progressive Disease Benefit, a non-infectious disease or disorder of indefinite duration that causes the Covered Person to gradually become Disabled as the disease or disorder becomes more severe, or the symptoms of the disease become more frequent to cause the Covered Person to slowly be unable to perform the duties of his Regular Occupation. }

{PORTABILITY UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE

If the Covered Person's insurance under the Policy ends because his employment with the Employer ends, then he may choose to continue his Group Long Term Disability Insurance without providing evidence of insurability.

The Covered Person must be insured under the Policy for at least [12 months] prior to the date his employment ends.

The Covered Person is not eligible to continue his insurance if:

1. he is Disabled under the terms of the Policy; or
2. he has recovered from a Disability under the terms of the Policy, but did not choose to return to work with the Employer; or
3. he failed to pay premium for the cost of his insurance; or
4. he is on an approved Leave of Absence; or
5. he retires; or
6. he is or becomes insured under another group long term disability policy; or
7. the Policy terminates.

Retire means: for purposes of this Portability benefit, the Covered Person has concluded his working career on a full-time basis and:

1. he is receiving payments from a governmental retirement plan or any Employer;
2. he is receiving Social Security Retirement benefits; or
3. he is no longer seeking active, full-time employment.

To apply for Portability insurance, within [30 days] of the date the Covered Person's insurance ends he must:

1. submit a written application to Us; and
2. pay the first month's premium.

If the above conditions are met, such insurance will:

1. be issued without evidence of insurability; and
2. continue in effect for [12 months] provided the Covered Person continues to pay the cost of his insurance.

During the time Portability insurance is in effect, any benefits paid will be based on the Covered Person's Pre-Disability Monthly Earnings as calculated just prior to the time his employment with the Employer ended.

The Portability insurance will end on the earliest of:

1. the date the Covered Person fails to pay the required premium;
2. the date he retires;
3. the date he becomes insured under any other group long term disability policy;
4. the date the Policy terminates; or
5. the date following [12 months] of Portability insurance.

Employees rehired after porting insurance must either lapse that insurance or provide evidence of insurability. }

**{PENSION CONTRIBUTION BENEFIT UNDER THE {WORKING RETURNS} LONG TERM
DISABILITY INSURANCE**

The Covered Person is eligible for a Pension Contribution Benefit if he:

1. becomes Disabled while he is participating in his Employer's Pension Plan; and
2. remains continuously Disabled for [12 months]; and
3. is receiving a Monthly Payment under the Policy.

We will pay the Pension Contribution Benefit to the trustee or Administrator of the Covered Person's Pension Plan or if the plan cannot accept contributions for the Covered Person, into a flexible premium deferred annuity that is established and maintained by the Covered Person. The benefit will be the lesser of:

1. the Pension Contribution Benefit percentage of [1%] multiplied by the Covered Person's Pre-Disability Monthly Earnings; or
2. the average amount of the monthly tax deferred contributions the Covered Person or his Employer made to the Pension Plan during the [12 calendar months] prior to becoming Disabled under the Policy; or
3. [\$1,000].

Payments under the Pension Contribution Benefit are made according to the rules and regulations of the Internal Revenue Service and the provisions of the Covered Person's Pension Plan. Any such payment that cannot be paid to the trustee or administrator of the Covered Person's Pension Plan will be paid to a deferred annuity account designated by the Covered Person.

The Pension Contribution Benefit will terminate on the earliest of:

1. the date the Covered Person is no longer Disabled;
2. the end of the Maximum Benefit Period;
3. the date benefits would otherwise terminate under the Termination of Benefits provision of the Policy;
or
4. the date the Covered Person dies.

Pension Plan means: for the purpose of this Pension Contribution Benefit, a qualified defined contribution pension plan, profit sharing plan, or other plan approved by Us, in which the Covered Person is participating as a result of his employment with the Employer.

The Pension Contribution Benefit is paid in addition to any other payments the Covered Person receives under the Policy. }

{SPOUSAL DISABILITY BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE

The Covered Person's Spouse is eligible for insurance if the Covered Person is Actively at Work. The insurance available is limited to the provisions in this Spousal Disability Benefit.

Effective Date of Spouse's Insurance: The insurance is effective on the later of:

1. The date the Covered Person's insurance is effective under the Policy; or
2. The date the Spouse becomes eligible.

We will delay the effective date of Spousal Disability insurance if the Spouse is Disabled as defined in this Spousal Disability Benefit. Insurance will begin on the date the Spouse is no longer Disabled as defined in this Spousal Disability Benefit.

In the event that the Covered Person doesn't enroll for insurance under the Policy when first eligible or within the [30 days] following the date of first being eligible, then the Spouse is not eligible for this disability insurance.

Disabled means: for purposes of this Spousal Disability Benefit, that due to Injury or Sickness, the Covered Person's Spouse:

1. has lost the ability to safely and completely perform two or more Activities of Daily Living without another person's active assistance or verbal cueing; or
2. is Cognitively Impaired and needs another person's assistance or verbal cueing for his protection or for the protection of others; or
3. has a life expectancy of less than [6 months].

We require the Spouse to be under the Regular Care of a Physician for the Sickness or Injury causing Disability in order to be eligible to receive payments.

We may require the Spouse to be examined as often as is reasonably necessary, by a Physician, other medical practitioner or vocational expert of Our choice. We will pay for this examination. In addition, We may require an interview between the Covered Person's Spouse and an authorized representative of Ours.

The Spouse's Disability must continue through the Covered Person's Elimination Period before We begin making payments. The Elimination Period begins on the first day that the Spouse meets the benefit eligibility requirements.

General Exclusions: We will not cover a Disability if it is due to:

1. an act or accident of war, declared or undeclared, whether civil or international, and any substantial armed conflict between organized forces of a military nature;
2. intentionally self-inflicted Injuries;
3. active participation in a riot;
4. committing or attempting to commit a felony; or
5. cosmetic or elective surgery.

We will not make a payment for any period of time during which the Spouse is incarcerated { or under House Arrest}. The Maximum Benefit Period will be reduced by the amount of time the Spouse is incarcerated {or under House Arrest } after completion of the Elimination Period. No benefit is payable for any period over [30 consecutive days] during which the Spouse is outside of the United States or its territories.

SPOUSAL DISABILITY BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE (continued)

Activities of Daily Living means:

1. bathing – the ability to wash oneself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower.
2. dressing – the ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs.
3. toileting – the ability to get to and from the toilet, get on and off the toilet and perform associated personal hygiene.
4. transferring – the ability to move into or out of a bed, chair or wheelchair.
5. continence – the ability to maintain control of bowel and bladder functions; or, when unable to maintain control of bowel and bladder function, the ability to perform associated personal hygiene including caring for catheter or colostomy bag.
6. eating – the ability to feed oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.

Cognitively Impaired means: the Covered Person suffers a deficiency in short or long-term memory, orientation as to person, place and time, deductive or abstract reasoning, or judgment as it relates to safety awareness. The impairment must be measurable according to generally accepted medical standards.

{House Arrest means: any restriction placed on the Covered Person’s movement outside of his home by a court of competent jurisdiction. Compliance with such restriction is regularly monitored using electronic or other means.}

Benefit Amount: The Covered Person’s Spouse may receive a monthly payment of [\$1,000]. Payments under this Spousal Disability Benefit have a cumulative lifetime Maximum Benefit Period of [12 months].

Termination of Benefits: Payments for the Covered Person’s Spouse will end on the earliest of the following dates:

1. The date he is no longer Disabled;
2. The date he has received payments for the Maximum Benefit Period; or
3. The date he dies.

{[Pre-Existing Condition Exclusion: We will not cover any Disability that is caused or contributed to by a Pre-Existing Condition if it begins during the first 24 months after the Spouse’s effective date of insurance.]}

{[Pre-Existing Condition means: for purposes of this Spousal Disability benefit, any Sickness or Injury including Mental Illness, Substance Abuse or Subjective Symptoms for which the Covered Person’s Spouse, within 12 months prior to his Spouse’s effective date of insurance:

1. was diagnosed by or received Treatment from a legally qualified Physician; or
2. had symptoms for which an ordinarily prudent person would have sought Treatment.]}

Notice of Claim: Written notice of a claim must be given to Us at Our Home Office within [30 days] after the date the Spouse’s Disability begins. If it is not possible, written notice must be given as soon as it is reasonably possible to do so

The claim form is available from the Covered Person’s Employer, or can be requested from Us. If the Spouse does not receive the form from Us within [15 days] of his request, written proof of claim should be sent to Us without waiting for the form. Written proof should establish facts about the claim such as date of occurrence, nature and extent of the Disability.

Filing a Claim: The Spouse and the Covered Person’s Employer must fill out their own section of the claim

SPOUSAL DISABILITY BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE (continued)

form and then give it to the Spouse's attending Physician. The Physician should fill out his section of the form and send it directly to Us.

Proof of Claim: Written proof of claim must be filed within [90 days] after the Spouse's Elimination Period ends. However, if it is not possible to give proof within [90 days], it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

Proof of claim must include:

1. the date the Spouse's Disability began;
2. appropriate documentation of the Disabling disorder;
3. the extent of the Spouse's Disability;
4. the name and address of any Hospital or Medical Facility where the Spouse received Treatment;
5. the name and address of all Physicians providing Regular Care or specialty care.

We may request that the Spouse send proof of continuing Disability, satisfactory to Us, indicating that he is under the Regular Care of a Physician. This proof, provided at the Covered Person's expense, must be received within [30 days] of a request by Us.

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

Payment of Claim: All benefits are payable to the Covered Person's Spouse. If a benefit is payable to the Spouse's estate, to a minor or to someone who is not competent to give a valid release, We have the right to pay up to [\$1,000] to any of the Spouse's relatives whom We consider entitled. Any amount We pay in good faith releases Us from further liability, but only for the amount paid.

Overpayment of Claim: We have the right to recover any overpayments due to:

1. fraud; and
2. any error We make in processing a claim.

The Covered Person's Spouse must reimburse Us in full. We will determine the method by which the repayment is to be made. We have the right to recover overpayment from the Spouse if living, otherwise children under the age of [21] or estate.

Termination of Insurance: The Spouse's insurance will end on the earliest of the following:

1. the date the Covered Person's insurance under the Policy terminates;
2. the date the Spouse is no longer eligible for this insurance;
3. the date the Policy terminates;
4. the date Spousal Disability insurance under the Policy terminates; or
5. [the last day for which premium for the Spouse's insurance has been paid]. }

**{EDUCATION BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY
INSURANCE**

If the Covered Person is Disabled and receiving a Monthly Payment under the Policy, he will receive a monthly Education Benefit of [\$100] for each child who is an Eligible Student as defined in this Policy.

Benefits will be payable in between terms as long as the Eligible Student is enrolled for the next scheduled term.

{For each Eligible Student,} Education Benefits will end on the earliest of the following:

1. the date the Child is no longer an Eligible Student; or
2. any other date Monthly Payments would stop in accordance with the Policy; or
3. the date We have paid [48] monthly Education Benefits.

The Education Benefit is paid in addition to any other payments the Covered Person receives under the Policy. }

{ACCELERATED BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE

We will pay a lump sum Accelerated Benefit to a Covered Person if he:

1. meets the definition of Disabled under the Policy;
2. is certified as having a life expectancy of less than [6 months]; and
3. makes a written request for this benefit.

We may, at Our option, confirm the terminal illness diagnosis with a second medical exam performed by a Physician of Our choosing at Our own expense.

The Accelerated Benefit:

1. will be an amount equal to the Covered Person's Monthly Payment for [6] months;
2. is payable one time only for any one Covered Person insured under the Policy;
3. is payable to a Covered Person only while he is living; and
4. is payable in addition to the Monthly Payment otherwise payable under the Policy. }

{ENVIRONMENTAL WORKPLACE BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE

We will pay a benefit if a Covered Person is unable to perform some or all of the Material and Substantial Duties of his Regular Occupation strictly as a result of an Environmental Workplace Hazard. To qualify for the Environmental Workplace Benefit, the Covered Person must have certification from a Physician that his inability to perform some or all of the Material and Substantial Duties of his Regular Occupation is directly the result of an Environmental Workplace Hazard.

To be eligible to receive this benefit, the Covered Person must work with Our rehabilitation program specialist to:

1. retrain for an existing job with his Employer; or
2. explore alternative employment if a job is not available with his Employer; and
3. undertake any specialized training necessary to become actively employed.

To assist the Covered Person with retraining and his search for alternative employment, We will provide the following services:

1. counseling to help the Covered Person focus on existing abilities to transition him into productive employment;
2. exploring internal career development options with his Employer to assist the Covered Person in finding suitable employment with his Employer. (Options could include on-the-job training or assisting with trial work periods);
3. initiating a vocational evaluation to enable the Covered Person and his Employer to identify transferable skills and any additional training;
4. other individualized rehabilitation services that can be performed such as:
 - a. work station analysis to identify any modifications or adaptations which may help the Covered Person become productive; and
 - b. therapy to help strengthen or restore the Covered Person's physical capabilities; and
 - c. provide analysis to determine if any special equipment is necessary to assist the Covered Person in returning to work.

The benefit payable to the Covered Person will be the Monthly Payment payable under the Policy less [50%] of any earnings the Covered Person receives while in a retraining program.

The Environmental Workplace Hazard Benefit will no longer be payable on the earliest of the following dates:

1. the date the Covered Person has received [6] monthly payments;
2. the date the Covered Person is employed on a full-time basis with his Employer or another Employer as a result of retraining, rehabilitation intervention or changes made in the Covered Person's physical work environment; or
3. the date benefits would otherwise terminate under the Termination of Benefits provision of the Policy.

Environmental Workplace Hazard means: for purposes of this Environmental Workplace Benefits, a condition within the Covered Person's work environment that inhibits or prohibits the Covered Person from being Actively at Work and performing all of the Material and Substantial Duties of his Regular Occupation as defined in the Policy. Such hazards can include but are not limited to the following:

1. temporary workplace construction; or
2. prolonged equipment usage. }

**{EXTENDED EARNINGS PROTECTION BENEFIT UNDER THE {WORKING RETURNS} LONG
TERM DISABILITY INSURANCE**

The Extended Earnings Protection Benefit protects the Covered Person's [Indexed] Pre-Disability Monthly Earnings after he has returned to Active Work immediately following a period of Disability as defined under the Policy. To qualify for the Extended Earnings Protection Benefit, the Covered Person must:

1. have been Disabled and receiving a Monthly Payment just prior to returning to Active Work for his Employer;
2. be performing all of the Material and Substantial Duties of his Regular Occupation on a full-time basis;
3. as a result of his Disability, be earning less than [60%] of his [Indexed] Pre-Disability Monthly Earnings.

The Extended Earnings Protection Benefit will be calculated as follows:

1. Multiply his Pre-Disability Monthly Earnings by the Benefit Percent.
2. Compare the result in Step 1 with the Maximum Monthly Benefit. The lesser of these two amounts is the Covered Person's Gross Disability Payment.
3. Next, subtract the Covered Person's Disability Earnings from his [Indexed] Pre-Disability Monthly Earnings.
4. Divide the result in Step 3 by the Covered Person's [Indexed] Pre-Disability Monthly Earnings. This is the Covered Person's percentage of lost earnings.
5. Subtract any Other Income Benefit amounts from the Covered Person's Gross Disability Payment, as calculated above.
6. Multiply the amount determined in Step 5 by the amount determined in Step 4.
7. The result is the Covered Person's Monthly Payment.

The Extended Earnings Protection Benefit will terminate on the earliest of the following dates:

1. the date [6] monthly payments have been paid under this benefit.;
2. the date the Covered Person fails to submit proof of his current earnings;
3. the date the Covered Person's current earnings exceed [60%] of his [Indexed] Pre-Disability Monthly Earnings;
4. the date the Covered Person reaches the end of the Maximum Benefit Period shown in the Schedule of Benefits; or
5. the date the Covered Person dies.}

**{HOSPITAL CONFINEMENT INCOME BENEFIT UNDER THE {WORKING RETURNS} LONG TERM
DISABILITY INSURANCE**

We will pay a Hospital Confinement Income Benefit if, as a result of a Sickness or Injury that leads to Disability, a Covered Person is Hospital Confined for more than [7] consecutive days. We will pay the Covered Person [\$100] per day for a period not to exceed [30 days]. Benefits are retroactive to the first day of Hospital Confinement.

If the Covered Person has more than one period of Hospital Confinement for the same Disability, We will consider it one period of Hospital Confinement if the Hospital Confinements are separated by a period of no more than [3] months.

The Hospital Confinement Income Benefit is paid in addition to any other payments the Covered Person receives under the Policy.

Hospital Confined or Hospital Confinement means: the Covered Person is admitted as an inpatient in a Hospital or Medical Facility for a period of at least 24 hours for the condition resulting in his Disability. }

{INFECTIOUS DISEASE BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE

We will pay an Infectious Disease Benefit to a Covered Person if he becomes infected with an Infectious Disease after the effective date of this benefit.

To be eligible to receive an Infectious Disease Benefit the Covered Person must continue to be Actively at Work in his Regular Occupation or another occupation for which he is reasonably qualified, or enter a rehabilitation program approved by Us and meet all of the following:

1. the Covered Person must provide proof that he has contracted an Infectious and Contagious Disease or tested HIV positive; and
2. the Infectious Disease is life threatening to those individuals the Covered Person comes in contact with while performing his Regular Occupation; and
3. the Covered Person must suffer an earnings loss in excess of [50%] of his [Indexed] Pre-Disability Earnings; and
4. be unable to perform all of the Material and Substantial Duties of his Regular Occupation on a full-time basis due to one or more of the following restrictions placed on him as a result of testing positive for an Infectious Disease:
 - a. limitations or restrictions placed on his license by a Licensing Board, Law or Regulation; or
 - b. loss of license; or
 - c. loss of earnings as a result of voluntary or involuntary disclosure of an Infections Disease.

Infectious and Contagious Disease means: for purposes of this Infectious Disease Benefit, a disease which must be reported to the Center for Disease Control, and is life threatening to the Covered Person or any other individual he may come in contact with while performing his Regular Occupation.

The Covered Person will be eligible for benefits under this provision after he has satisfied the Elimination Period. The Infectious Disease Benefit will be calculated as follows:

1. Multiply his Pre-Disability Monthly Earnings by the Benefit Percent.
2. Compare the result in Step 1 with the Maximum Monthly Benefit. The lesser of these two amounts is the Covered Person's Gross Disability Payment.
3. Next, subtract the Covered Person's Disability Earnings from his [Indexed] Pre-Disability Monthly Earnings.
4. Divide the result in Step 3 by the Covered Person's [Indexed] Pre-Disability Monthly Earnings. This is the Covered Person's percentage of lost earnings.
5. Subtract any Other Income Benefit amounts from the Covered Person's Gross Disability Payment, as calculated in Step 2 above.
6. Multiply the amount determined in Step 5 by the amount determined in Step 4. The result is the Covered Person's Monthly Payment.

The Infectious Disease Benefit will no longer be payable on the earliest of the following dates:

1. the date the Covered Person becomes Disabled under the terms of the Policy;
2. the date the Covered Person dies;
3. the date the Covered Person has received Infectious Disease Benefit payments for [2 years].
4. the end of the Maximum Benefit Period.}

**{MEDICAL PREMIUM SUPPLEMENT BENEFIT UNDER THE {WORKING RETURNS} LONG TERM
DISABILITY INSURANCE**

If the Covered Person has been Disabled under the Policy for at least [6] months, and is receiving a Monthly Payment under the Policy, he will become eligible to receive a Medical Premium Supplement Benefit once we receive the following information:

1. proof that the Covered Person was insured under the Employer's group medical plan on the date of disability ;
2. proof that the Covered Person's insurance under the Employer's group medical plan is being terminated; and
3. proof that the Covered Person has arranged for alternate coverage under a medical plan, either through COBRA continuation, or otherwise.

The amount of the monthly Medical Premium Supplement Benefit will be [\$200 per month]. {The Medical Premium Supplement Benefit will be paid on the Covered Person's behalf to his Employer for continued payment of the cost of the Covered Person's medical insurance under his Employer-sponsored group medical plan.} {The Medical Premium Supplemental Benefit will be paid to You.}

The Medical Premium Supplement Benefit will be payable until the earlier of:

1. the date the Covered Person's monthly disability payment ends;
2. the date the Covered Person ceases to provide Us with monthly proof of coverage under a medical plan;
3. the date the Policy terminates; or
4. the date the Covered Person has received [12] monthly Medical Premium Supplement Benefit payments.

The Medical Premium Supplement Benefit is paid in addition to any other payments the Covered Person receives under the Policy. }

{HEALTH SCREENING BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE

We will pay the Covered Person up to [\$100] per calendar year if he provides adequate proof to Us that he had any one of the following health screening tests performed. Only one health screening test will be covered per calendar year.

Health screening test is defined as:

- [Stress test on a bicycle or treadmill
- Fasting blood glucose test
- Blood test for triglycerides
- Serum cholesterol test to determine level of HDL and LDL
- Bone marrow testing
- Breast ultrasound
- CA 15-3 (blood test for breast cancer)
- CA 125 (blood test for ovarian cancer)
- CEA (blood test for colon cancer)]
- Chest X-ray
- Colonoscopy
- Flexible sigmoidoscopy
- Hemocult stool analysis
- Mammography
- Pap smear
- PSA (blood test for prostate cancer)
- Serum Protein Electrophoresis (blood test for myeloma)
- Thermography]

This benefit will be paid as long as the Policy is in force and the Covered Person remains insured under the Policy. The benefit will be paid regardless of the results of the test. The Health Screening Benefit is paid in addition to any other payments the Covered Person receives under the Policy.}

{BUSINESS OVERHEAD BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE

The Covered Person's Employer will be eligible to receive a Business Overhead Benefit if the Employer is the Policyholder. This benefit will be paid if the Covered Person:

1. has an ownership interest in the company where he is employed;
2. is not Actively at Work and is unable to perform all of the Material and Substantial Duties of his Regular Occupation due to Sickness or Injury;
3. is not working at any job; and
4. meets the Elimination Period with a continued period of Disability.

The Business Overhead Benefit will be paid monthly. The amount will be the lesser of:

1. the Covered Person's Pre-Disability Monthly Earnings multiplied by [10%]; or
2. the actual Monthly Business Office Overhead Expenses; or
3. the Covered Person's Maximum Monthly Benefit.

[Monthly Business Office Overhead Expenses mean the expenses incurred in the operation of the business. They include only:

1. [rent, electricity, heat, telephone, and water;
2. employees' salaries and payments for group insurance and pension plans;
3. monthly pro-rata portion of annual contributions and membership fees and dues;
4. accountants' services;
5. mortgage interest and real estate tax payments on business premises owned and used by the Covered Person in his profession;
6. mortgage interest and property tax payments on business equipment used in the Covered Person's office;
7. rental of business equipment (except automobiles or motor vehicles); and
8. other such expenses necessary to operate the business.]

If the office is jointly occupied, Monthly Business Office Overhead Expenses will mean the Covered Person's portion of such expenses.

Business Overhead Expenses do not include:

1. [salary, fees, drawing account or any other remuneration for the Covered Person;
2. the cost of repair of office equipment; or
3. office supplies.]

The Business Overhead Benefit will terminate on the earliest of the following dates:

1. the date the Covered Person has received a Business Overhead benefit for [3 months];
2. the date the Covered Person no longer has an ownership interest in the company where he is employed; or
3. the date benefits terminate under the Termination of Benefits provision of the Policy.

The Business Overhead Benefit is paid in addition to any other payments the Covered Person receives under the Policy.}

{CHILD CARE EXPENSE BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE

While the Covered Person is participating in an approved Rehabilitation Program, We will pay a Child Care Expense Benefit when the Covered Person is Disabled and is incurring expenses to provide care to a Child under the age of [13] or to a child age [13] or older who needs ongoing personal care assistance.

The payment of the Child Care Expense Benefit will begin immediately after the Covered Person begins participating in the Rehabilitation Program.

The Child Care Expense Benefit will be paid monthly and determined as follows:

1. be [\$100] per month per Dependent; and
2. not to exceed [\$400] per month for all child care expenses combined.

To receive this benefit, the Covered Person must provide satisfactory proof that he is incurring expenses that entitle him to the Child Care Expense Benefit. Expenses must be charged by a child care provider who is licensed to provide such services in the jurisdiction in which the services are provided.

The Child Care Expense Benefit will end on the earlier of the following:

1. the date the Covered Person is no longer incurring child care expenses for dependents;
2. the date the Covered Person is no longer participating in an approved Rehabilitation program; or
3. the date benefits terminate under the Termination of Benefits provision of the Policy.

The Child Care Expense Benefit is paid in addition to any other payments the Covered Person receives under the Policy. }

**{SPOUSE AND ELDER CARE EXPENSE BENEFIT UNDER THE {WORKING RETURNS} LONG
TERM DISABILITY INSURANCE**

While the Covered Person is participating in an approved Rehabilitation Program, We will pay a Spouse and Elder Care Expense Benefit when the Covered Person is Disabled and is incurring expenses to provide care to a Disabled Eligible Family Member.

The payment of the Spouse and Elder Care Expense Benefit will begin immediately after the Covered Person begins participating in the Rehabilitation Program.

Our payment of the Spouse and Elder Care Expense Benefit will:

1. be [\$200] per Eligible Family Member; and
2. not exceed [\$400] for all Eligible Family Member expenses combined.

To receive this benefit, the Covered Person must provide satisfactory proof that he is incurring expenses that entitle him to the Spouse and Elder Care Expense Benefit. Expenses must be charged by a licensed adult care provider who is licensed to provide such services in the jurisdiction in which the services are provided.

The Spouse and Elder Care Expense Benefit will end on the earliest of the following:

1. the date the Covered Person is no longer incurring expenses for his Disabled Eligible Family Member ;
2. the date the Covered Person is no longer participating in an approved Rehabilitation program; or
3. the date benefits terminate under the Termination of Benefits provision of the Policy.

Eligible Family Members means: for purposes of this Spouse and Elder Care Expense Benefit, the Covered Person's Spouse, parents or grandparents who live with the Covered Person, and his Spouse's parents and grandparents who live with him.

Disabled Eligible Family Member means: for purposes of this Spouse and Elder Care Expense Benefit, that due to his Sickness or Injury, the Eligible Family Member:

1. has lost the ability to safely and completely perform two or more Activities of Daily Living without another person's active assistance or verbal cueing; or
2. is Cognitively Impaired and needs another person's assistance or verbal cueing for his protection or for the protection of others; or
3. has a life expectancy of less than [6 months].

The Spouse and Elder Care Expense Benefit is paid in addition to any other payments the Covered Person receives under the Policy.

Activities of Daily Living means:

1. bathing – the ability to wash oneself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower.
2. dressing – the ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs.
3. toileting – the ability to get to and from the toilet, get on and off the toilet and perform associated personal hygiene.
4. transferring – the ability to move into or out of a bed, chair or wheelchair.
5. continence – the ability to maintain control of bowel and bladder functions; or, when unable to maintain control of bowel and bladder function, the ability to perform associated personal hygiene including caring for catheter or colostomy bag.
6. eating – the ability to feed oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.

Cognitively Impaired means: the Covered Person suffers a deficiency in short or long-term memory, orientation as to person, place and time, deductive or abstract reasoning, or judgment as it relates to safety awareness. The impairment must be measurable according to generally accepted medical standards. }

{MINIMUM INDEMNITY BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE

When Injury results in any of the Specific Losses listed below within [100] days after the date of a Covered Person's accident, We will consider the Covered Person to be Disabled for purposes of this Minimum Indemnity Benefit. The Covered Person will be entitled to a Monthly Payment as calculated in the Calculating the Monthly Payment section of the Policy for the length of time stated below. He will not be required to complete the Elimination Period prior to receiving payments under this Benefit.

Specific Loss	Months Payable
[Loss of both hands	48 months
Loss of both feet	48 months
Loss of the entire sight of both eyes	48 months
Loss of speech and hearing	48 months
Loss of one hand and one foot	48 months
Loss of one hand and the entire sight of one eye	48 months
Loss of one foot and the entire sight of one eye	48 months
Loss of one hand	24 months
Loss of one foot	24 months
Loss of the entire sight of one eye	24 months
Loss of speech or hearing	12 months
Loss of the thumb and index finger of the same hand	12 months]

[Loss of sight means total and irrecoverable loss of sight. Loss of hands or feet means severance at or above the wrist or ankle. Loss of thumb and index finger means the actual, complete and permanent severance through or above the metacarpophalangeal joints. Loss of speech means the total and irrecoverable loss of speech. Loss of hearing means total and irrecoverable loss of hearing.]

The Covered Person must provide us with adequate proof of claim . The proof of claim must be signed by the Physician treating the condition that qualifies the Covered Person for benefits under this provision.

Any of the losses described above will be considered total and irrecoverable if such loss cannot be restored or corrected by medical or surgical Treatment.

If more than one loss results from any one accident, We will pay the Minimum Indemnity Benefit only for that loss with the greatest number of Months Payable.

The Minimum Indemnity Benefit will no longer be payable on the earliest of the following dates:

1. the date the Covered Person has received the number of Monthly Payments applicable to his Specific Loss; or
2. the date benefits would otherwise terminate under the Termination of Benefits provision of the Policy.

This Minimum Indemnity Benefit is paid in addition to any other payments the Covered Person receives under the Policy.}

SERFF Tracking Number: *INCS-125638190* *State:* *Arkansas*
Filing Company: *United HealthCare Insurance Company* *State Tracking Number:* *38942*
Company Tracking Number: *UHCLD-POL 2/2008 INSERTS*
TOI: *H11G Group Health - Disability Income* *Sub-TOI:* *H11G.005 Combined Short Term and Long Term*
Product Name: *UHC Life DIP 08 inserts*
Project Name/Number: */UHCLD-POL-2/2008 inserts*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: INCS-125638190 State: Arkansas
 Filing Company: United HealthCare Insurance Company State Tracking Number: 38942
 Company Tracking Number: UHCLD-POL 2/2008 INSERTS
 TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term
 Product Name: UHC Life DIP 08 inserts
 Project Name/Number: /UHCLD-POL-2/2008 inserts

Supporting Document Schedules

Review Status:
Satisfied -Name: Certification/Notice Approved-Closed 05/23/2008
Comments:
 The Consumer Information Notice has already been filed and approved under form number - UHCLD-AR-NOTICE. This notice will also be used with this product filing.
Attachment:
 Readability_Certification_DI.pdf

Review Status:
Satisfied -Name: Application Approved-Closed 05/23/2008
Comments:
 The group applications and employee enrollment/applications to be used with these forms are LASD-APP (05/03), EOI-UHIC-S (7/04) and EOI-UHIC-L (7/04), approved on August 10, 2004 for use with our LASD-POL (05/03) form series.

Review Status:
Satisfied -Name: Authorization Letter Approved-Closed 05/23/2008
Comments:
Attachment:
 Renee Weaver Authorization.pdf

Review Status:
Satisfied -Name: Forms List Approved-Closed 05/23/2008
Comments:
Attachment:
 UHIC Form Number Description Chart - LTD and STD.pdf

Review Status:
Satisfied -Name: Statement of Variability Approved-Closed 05/23/2008
Comments:
Attachments:
 SOV NUMBERED_LTD_and_STD_Riders_or_Insert_Pages.pdf
 SOV 2008 STD-UHC Variables Document.pdf

SERFF Tracking Number: INCS-125638190 State: Arkansas
Filing Company: United HealthCare Insurance Company State Tracking Number: 38942
Company Tracking Number: UHCLD-POL 2/2008 INSERTS
TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term
Product Name: UHC Life DIP 08 inserts
Project Name/Number: /UHCLD-POL-2/2008 inserts

Satisfied -Name: Filing Fee Form **Review Status:** Approved-Closed 05/23/2008

Comments:

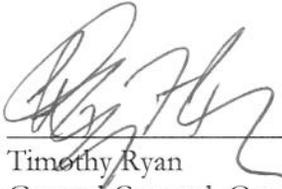
Attachment:

AR Fee Schedule DIP.pdf

CERTIFICATE OF READABILITY

I hereby certify that, to the best of my knowledge and belief, the forms listed below satisfy the standards of language simplification requirements. They have been tested for readability and have attained the following scores on the Flesch reading ease test. Unless we hear from you to the contrary, we will assume that this certification satisfies the certification requirements for compliance with any present or future readability law enacted by your state.

<u>Form Number</u>	<u>Form Name</u>	<u>Flesch Score</u>
STD-UHC, et al	Riders/Insert pages	50.2



Timothy Ryan
General Counsel, OptumHealth
United HealthCare Insurance Company

March 6, 2008

Date

FILING AUTHORIZATION

COMPANY: United HealthCare Insurance Company
NAIC Number: 79413
FEIN Number: 36-2739571

COMPANY: Unimerica Insurance Company
NAIC Number: 91529
FEIN Number: 52-1996029

Please accept this letter as authorization for Innovative Compliance Solutions, LLC to act as our agent for submission of policy forms and rate information and to perform each and every act necessary in connection with such submission on behalf of the above referenced companies.

BY:

Rogn A. Walker

TITLE:

Director, Operations

FORM NUMBER DESCRIPTION
United HealthCare Insurance Company
Group Short Term and Long Term Disability Income Insurance
Riders/Insert Pages for UHCLD-POL 2/2008

Form Number	Form Title	Description of Form
STD-UHC	{Working Returns} Short Term Disability Insurance for Covered Person	Material and Substantial Duties, Regular Occupation, Pre-Existing Condition Limitation, Pre-Existing Condition, Mental Illness, Subjective Symptoms, Substance Abuse, Calculating the Weekly Payment, Gross Disability Payment, Receipt of Disability Payments, Disability Earnings, Pre-Disability Earnings, Maximum Capacity, Elimination Period, Hospital Confined or Hospital Confinement, Disability During a Covered Layoff or Leave of Absence, Other Income Benefits, Affect of Other Income Benefits on Payment, Estimating Amounts of Other Income Benefits, Continuity of Insurance Upon Transfer of Insurance Carriers, Recurrent Disability, Rehabilitation Services, Gainful Occupation, Employee Outreach Services, Termination of Benefits, General Exclusions, Occupational Sickness or Injury, House Arrest, Claim Information, Notice of Claim, Filing a Claim, Proof of Claim, Payment of Claim, Overpayment of Claim, Legal Action. Optional form.
LMPSUM-STD-UHC	Lump Sum Survivor Benefit under the {Working Returns} Short Term Disability Insurance	Conditions that must be met to qualify for the Lump Sum Survivor Benefit, the benefit amount, benefit maximums and limitations. Optional form.
CATA-STD-UHC	Catastrophic Disability Benefit under the {Working Returns} Short Term Disability Insurance	Conditions that must be met to qualify for the Catastrophic Disability Benefit (definitions of Activities of Daily Living and Cognitively Impaired), the benefit amount, benefit maximums and limitations. Optional form.

United HealthCare Form Number Description
Group Short Term and Long Term Disability Income Insurance
Riders/Insert Pages for UHCLD-POL 2/2008

Form Number	Form Title	Description of Form
LTD-UHC	{Working Returns} Long Term Disability Insurance for Covered Person	Material and Substantial Duties, Regular Occupation, Transplant Benefit, Organ Transplant Procedure, Calculating the Monthly Payment, Gross Disability Payment, Elimination Period, Disability Earnings, Pre-Disability, Maximum Capacity, Indexed Pre-Disability Monthly Earnings, Receipt of Disability Payments, Disability During a Covered Layoff or Leave of Absence, Fluctuation of Disability Earnings, Other Income Benefits, Pension Plan, Affect of Other Income Benefits on Payment, Cost of Living Increases, Estimating Amounts of Other Income Benefits, Termination of Benefits, Limitations, Mental Illness and Substance Abuse Limitation, Subjective Symptoms Limitation, Mental Illness, Subjective Symptoms, Substance Abuse, General Exclusions, Pre-Existing Condition exclusion, Pre-Existing Condition, Continuity of Insurance Upon Transfer of Insurance Carriers, Recurrent Disability, Lump Sum Survivor Benefit, Workplace Modification Benefit, Rehabilitation Services, Good Cause, Employee Outreach Services, Social Security Assistance, Claim Information, Notice of Claim, Filing a Claim, Proof of Claim, Payment of Claim, Overpayment of Claim, Legal Action. Optional form.
FAMINC-LTD-UHC	Family Income Benefit under the {Working Returns} Long Term Disability Insurance	Conditions that must be met to qualify for the Family Income Benefit, the benefit amount, benefit maximums and limitations. Optional form.
COLA-LTD-UHC	Cost of Living Adjustment Benefit under the {Working Returns} Long Term Disability Insurance	Conditions that must be met to qualify for the Cost of Living Adjustment Benefit, the benefit amount, benefit maximums and limitations. Optional form.
CATA-LTD-UHC	Catastrophic Disability Benefit under the {Working Returns} Long Term Disability Insurance	Conditions that must be met to qualify for the Catastrophic Disability Benefit (includes definition of Cognitively Impaired and Activities of Daily Living), the benefit amount, and limitations. Optional form.
PROGD-LTD-UHC	Progressive Disease Benefit under the {Working Returns} Long Term Disability Insurance	Conditions that must be met to qualify for the Progressive Disease Benefit and the benefit amount. Optional form.

United HealthCare Form Number Description
Group Short Term and Long Term Disability Income Insurance
Riders/Insert Pages for UHCLD-POL 2/2008

Form Number	Form Title	Description of Form
PORT-LTD-UHC	Portability under the {Working Returns} Long Term Disability Insurance	Conditions that must be met to qualify for Portability (includes definition of Retire and limitations. Optional form.
PENS-LTD-UHC	Pension Contribution Benefit under the {Working Returns} Long Term Disability Insurance	Conditions that must be met to qualify for the Pension Contribution Benefit, the benefit amount and limitations. Optional form.
SDIS-LTD-UHC	Spousal Disability Benefit under the {Working Returns} Long Term Disability Insurance	Disabled, General Exclusions, Activities of Daily Living, Cognitively Impaired, House Arrest, Benefit Amount, Termination of Benefits, Pre-Existing Condition Exclusion, Pre-Existing Condition, Notice of Claim, Filing of Claim, Proof of Claim, Overpayment of Claim, Termination of Insurance. Optional form.
DED-LTD-UHC	Education Benefit under the {Working Returns} Long Term Disability Insurance	Conditions that must be met to qualify for the Education Benefit Benefit, the benefit amount, benefit maximums and limitations. Optional form.
ACCEL-LTD-UHC	Accelerated Benefit under the {Working Returns} Long Term Disability Insurance	Conditions that must be met to qualify for the Accelerated Benefit, the benefit amount and limitations. Optional form.
ENVIR-LTD-UHC	Environmental Workplace Benefit under the {Working Returns} Long Term Disability Insurance	Conditions that must be met to qualify for the Environmental Workplace Benefit (includes definition of Environmental Workplace Hazard), the benefit amount, benefit maximums and limitations. Optional form.
XEARN-LTD-UHC	Extended Earnings Protection Benefit under the {Working Returns} Long Term Disability Insurance	Conditions that must be met to qualify for the Extended Earnings Protection Benefit, the benefit amount, benefit maximums and limitations. Optional form.
HOSPIN-LTD-UHC	Hospital Confinement Income Benefit under the {Working Returns} Long Term Disability Insurance	Conditions that must be met to qualify for the Hospital Confinement Income Benefit (includes definition of Hospital Confined or Hospital Confinement), the benefit amount, benefit maximums and limitations. Optional form.

United HealthCare Form Number Description
Group Short Term and Long Term Disability Income Insurance
Riders/Insert Pages for UHCLD-POL 2/2008

Form Number	Form Title	Description of Form
INFEC-LTD-UHC	Infectious Disease Benefit under the {Working Returns} Long Term Disability Insurance	Conditions that must be met to qualify for the Infectious Disease Benefit (includes definition of Infectious Disease and Contagious Disease), the benefit amount, benefit maximums and limitations. Optional form.
MEDPREM-LTD-UHC	Medical Premium Supplement Benefit under the Working Returns Long Term Disability Insurance	Conditions that must be met to qualify for the Medical Premium Supplement Benefit, the benefit amount, benefit maximums and limitations. Optional form.
HLTHSCN-LTD-UHC	Health Screening Benefit under the {Working Returns} Long Term Disability Insurance	Conditions that must be met to qualify for the Health Screening Benefit, the benefit amount, list of eligible health screening procedures and limitations. Optional form.
BOB-LTD-UHC	Business Overhead Benefit under the {Working Returns} Long Term Disability Insurance	Conditions that must be met to qualify for the Business Overhead Benefit, the benefit amount, list of eligible overhead expenses, benefit maximums and limitations. Optional form.
CCARE-LTD-UHC	Child Care Expense Benefit under the {Working Returns} Long Term Disability Insurance	Conditions that must be met to qualify for the Child Care Expense Benefit, the benefit amount, benefit maximums and limitations. Optional form.
SECARE-LTD-UHC	Spouse and Elder Care Expense Benefit under the {Working Returns} Long Term Disability Insurance	Conditions that must be met to qualify for the Spouse and Elder Care Expense Benefit, the benefit amount, benefit maximums and limitations. Definition of Eligible Family Members, Disabled Eligible Family Member, Activities of Daily Living, Cognitively Impaired. Optional form.
ACCDIS-LTD-UHC	Minimum Indemnity Benefit under the {Working Returns} Long Term Disability Insurance	Conditions that must be met to qualify for the Minimum Indemnity Benefit, the benefit amount, benefit maximums and limitations. Optional form.

{{WORKING RETURNS} SHORT TERM DISABILITY INSURANCE FOR COVERED PERSON

Definition of Disabled or Disability:

The Covered Person is Disabled or has a Disability when We determine that:

1. **(1)** [he is not Actively at Work and is unable to perform all of the Material and Substantial Duties of any Gainful Occupation due to his Sickness or Injury;**(2)** [and] **(3)** [or]
2. he has an 80% or more loss in Pre-Disability Weekly Earnings due solely to the same Sickness or Injury; and
3. he is under the Regular Care of a Physician.]

Disability must begin while the Covered Person is insured under the Policy.

{Material and Substantial Duties: duties that

1. are normally required for the performance of the Covered Person's Regular Occupation; and
2. cannot be reasonably omitted or modified.}

{If the Covered Person is required to work an average in excess of **(4)** [40 hours] per week, We will consider him able to perform that requirement if he is working or has the capacity to work **(4)** [40 hours] per week. }

(5) [Regular Occupation means: the occupation which the Covered Person is routinely performing when his Disability occurs. We will look at the Covered Person's occupation as it is normally performed in the national economy instead of how the work tasks are performed for a specific Employer or at a specific location.]

(6) [Regular Occupation for Physicians means: the Specialty or Sub-Specialty Occupation the Covered Person is practicing at the time of Disability and any Specialty or Sub-Specialty Occupation he practiced in the past **(7)** [5 years]. The Specialty or Sub-Specialty Occupation must be recognized by the American Board of Medical Specialties. If the Specialty or Sub-Specialty Occupation is not recognized by the American Board of Medical Specialists, We will consider the Covered Person to be practicing general medicine.]

(8) [Regular Occupation for Attorneys means: the one legal subject matter area in which the Covered Person is practicing, provided he earned at least 60% of their gross professional service fee income in that area or type of practice during the 24 months immediately before the Disability began.

Trial attorney or trial practice will not be considered the legal subject matter area or type of legal practice in which the Covered Person is practicing, unless he personally appeared and actively participated in legal proceedings on behalf of clients, at least 4 hours per day an average of at least 50 days per year during the 24 months immediately before the Disability began. Time spent preparing to actively participate in legal proceedings can be counted in meeting up to one-half of the hours per day and days-per-year requirement. Legal proceedings include civil or criminal trials, administrative rule making or contested case hearings, workers compensation hearings, arbitration and mediation hearings and the taking of defending depositions.

We may require billable hour or other time and earnings records as proof that the requirements in this provision have been met.]

The loss of a professional or occupational license or certification, **(9)** [work permit, or visa] does not, in itself, mean the Covered Person is Disabled. Additionally, economic factors, such as recession, job obsolescence, pay-cuts and job sharing will not be considered in determining whether the Covered Person meets the definition of Disability/Disabled.

We require the Covered Person to be under the Regular Care of a Physician for the Sickness or Injury causing his Disability in order to be eligible to receive payments from Us.

We may require the Covered Person to be examined by Physicians, other medical practitioners or vocational experts of Our choice. We will pay for these examinations. We can require examinations as often as it is reasonable to do so. We may also require the Covered Person to be interviewed by an authorized representative

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of Ours. Refusal to be examined or interviewed may result in denial or termination of his claim.

{(10) [Pre-Existing Condition Limitation (11) [6 weeks]: We will pay a limited benefit for any Disability that begins during the first (12) [12 months] after the Covered Person's Effective Date of insurance that is caused or contributed to by, or resulting from, a Pre-Existing Condition or medical or surgical treatment for a Pre-Existing Condition. The benefit payable will be (13) [50%] of the Weekly Payment the Covered Person would have otherwise received, to a maximum of (14) [\$250] per week. Benefits will not be paid beyond the earlier of (15) [6 weeks] or the Maximum Benefit Period.}]

(16) [Pre-Existing Condition Exclusion (17) [3/12]: We will not cover any Disability that begins during the first (18) [12 months] after the Covered Person's Effective Date of insurance that is caused or contributed to by, or resulting from, a Pre-Existing Condition or medical or surgical treatment for a Pre-Existing Condition.]

{(19) [Pre-Existing Condition means any Sickness or Injury including Mental Illness, Substance Abuse or Subjective Symptoms for which the Covered Person, within (20) [3] months prior to his Effective Date of insurance.

1. was diagnosed by or received Treatment from a legally qualified Physician; or
2. had symptoms for which an ordinarily prudent person would have sought Treatment.]}

{(21) [Mental Illness means: any Sickness, disease or disorder, which is:

1. listed in the current edition of the Diagnostic and Statistical Manual of Mental Health Disorders (or any successor diagnostic manual) published by the American Psychiatric Association; and
2. usually treated by a mental health provider or other qualified provider, using psychotherapy, psychotropic drugs or other similar methods of Treatment.

Mental Illness includes any such conditions whether or not related to an underlying physical, genetic, chemical, organic or biological cause, although it may be associated with physical symptoms, manifestations or expressions. Specific conditions include, but are not limited to:

1. bipolar disorder;
2. depression and depressive disorders;
3. psychoses;
4. mood disorders;
5. manic-depressive illness;
6. anxiety disorders;
7. stress disorders including post-traumatic stress disorders;
8. somatoform disorders;
9. factitious disorders;
10. eating disorders;
11. adjustment disorders; and
12. personality disorders.

For purposes of the Policy, Mental Illness does not include coma (unless a consequence of Substance Abuse), mental retardation or Alzheimer's disease and other forms of dementia with an objectifiable organic basis.}]

{(22) [Subjective Symptoms means: the manifestations of the Covered Person's condition, which he tells his Physician, that is not verifiable using tests, procedures and clinical examinations generally accepted in the practice of medicine. Examples of Subjective Symptoms include, but are not limited to, headache, pain, fatigue, stiffness, soreness, ringing in ears, dizziness, numbness and loss of energy.]}

{Substance Abuse means: alcoholism, or the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance, whether or not prescribed by a Physician. }

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Calculating the Weekly Payment:

(23) [The Benefit Percent and Maximum Weekly Benefit are shown in the Schedule of Benefits]

(24) [The Covered Person's Weekly Payment will be determined as follows:

1. Multiply his Pre-Disability Weekly Earnings by the Benefit Percent.
2. Compare the result in Step 1 with the Maximum Weekly Benefit.
3. The lesser of these two amounts is the Covered Person's weekly Gross Disability Payment.
4. Subtract from his weekly Gross Disability Payment any Other Income Benefit amounts that he receives or is eligible to receive. The result is the Covered Person's Weekly Payment.

After the Elimination Period, if the Covered Person is Disabled for only part of a week, We will send him 1/7th of his Weekly Payment for each day of Disability.]

Gross Disability Payment means: the payment amount before We subtract Other Income Benefits and Disability Earnings.

Receipt of Disability Payments: The Covered Person will begin to receive payments when We approve his claim, provided the Elimination Period has been met and he is Disabled. We will send him a payment each week for any period for which We are liable. If he is Disabled and working, proof of Disability Earnings will be required before benefits are paid.

Disability Earnings mean: the earnings, which the Covered Person receives while Disabled, and working {plus the earnings he could receive if he was working to his Maximum Capacity}.

{Maximum Capacity means: the greatest extent of work the Covered Person is able to do, given his limitations, restrictions, and physical and mental capacity, in an occupation that is available in his location and for which he is reasonably fitted by education, training, and experience. }

Elimination Period means: the length of time the Covered Person must be continuously Disabled before a benefit is payable. The Elimination Period begins on the first day of Disability.

Hospital Confined or Hospital Confinement means: the Covered Person is admitted as an inpatient in a Hospital or Medical Facility for a period of at least 24 hours for the condition resulting in his Disability.

{Disability During a Covered Layoff or Leave of Absence: If the Covered Person becomes Disabled while he is on a covered layoff or leave of absence, We will calculate his benefit using his Pre-Disability Weekly Earnings from his Employer in effect just prior to the date his absence begins.}

{Other Income Benefits; We will subtract from the Covered Person's Gross Disability Payment the following Other Income Benefits:

1. {any benefits and awards he receives or is eligible to receive under:
 - a. Workers' Compensation Law;
 - b. occupational disease Law; or
 - c. any other similar Act or Law.unless this insurance is issued on a non-occupational basis as shown in the Schedule of Benefits.}
2. {any Disability income benefits he receives or is eligible to receive under:
 - a. any compulsory benefit act or Law;
 - b. any other group insurance policy with the Employer or with an association;
 - c. any other group insurance policy with another employer under which he becomes covered while he is Disabled under the Policy; or

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- d. any governmental retirement system as the result of his job with his Employer.}
- 3. {any {Disability} benefits under the United States Social Security Act, The Canada Pension Plan, The Quebec Pension Plan, the Jones Act and any other similar plan or Act. Benefits include:
 - a. Disability benefits he is eligible to receive **(25)** [and any disability benefits his Spouse or his children receive or are eligible to receive as a result of his Disability.]
 - b. {retirement benefits he receives **(26)** [and any retirement benefits his Spouse or his children receive as a result of his receipt of retirement benefits.]} }

(27) [If the Covered Person's Disability begins after his 70th birthday, and he was receiving Social Security retirement benefits before his Disability began, then We will not reduce Our payments to him by these retirement benefits.]

{Pension Plan means: a plan that provides retirement benefits and which is not wholly funded by **(28)** [Employee] contributions. The term does not include a profit sharing plan, a thrift plan, an individual retirement account (IRA), a tax sheltered annuity plan (TSA), a stock ownership plan or a non-qualified plan of deferred compensation.}

- 4. {any benefits he receives from his Employer's sick leave or salary continuation plan. }
- 5. {any benefits from the Employer's Retirement Plan he:
 - a. receives as disability benefits;
 - b. voluntarily chooses to receive as retirement benefits; or
 - c. receives as retirement benefits once he reaches the greater of age 62 or normal retirement age, as defined in his Employer's Retirement Plan.

Regardless of how the retirement funds from the plan are distributed, for the purposes of determining Our payment to the Covered Person, We consider **(28)** [Employee] and Employer contributions to be distributed at the same time throughout the Covered Person's lifetime.

We will not reduce payments the Covered Person receives from Us for his contributions to the Employer's Retirement Plan, or for amounts he rolls over or transfer to an eligible Retirement Plan.

Disability benefits under a retirement plan are benefits that are paid due to disability and which do not reduce the retirement benefits which would have been paid if the disability had not occurred.

Retirement benefits under a retirement plan are benefits that are paid based on the Covered Person's Employer's contribution to the retirement plan. Disability benefits that reduce the retirement benefits under the plan will also be considered a retirement benefit.

Eligible retirement plan is defined in Section 402 of the Internal Revenue Code of 1986 and includes future amendments to Section 402 affecting the definition.}

- 6. {any benefits for loss of time or lost wages he receives from the mandatory portion of a no-fault motor vehicle insurance plan, or automobile liability insurance policy.}
- 7. {any amount he receives under any unemployment compensation Law, unless this insurance is issued on a non-occupational basis as shown in the Schedule of Benefits.}
- 8. {any amounts he receives from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.}

{If the Covered Person receives any of the Other Income Benefits in a lump sum payment, We will pro-rate the lump sum on a weekly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a weekly basis to the end of the Covered Person's

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Maximum Benefit Period. }

{Other Income Benefits must be payable as a result of the same Disability for which the Covered Person is receiving a payment from Us, except for retirement benefits. }

(30) [We will NOT subtract from the Covered Person’s Gross Disability Payment any amounts he receives from the following sources:

1. 401(k) plans
2. profit sharing plans
3. thrift plans
4. tax sheltered annuities
5. stock ownership plans
6. non-qualified plans of deferred compensation
7. Pension Plans for partners
8. military pension and military disability income plans
9. credit disability insurance
10. franchise disability income plans
11. a Retirement plan from another employer
12. Individual Retirement Accounts (IRA)
13. benefits from individual disability plans
14. salary continuation or accumulated sick leave plans]

{Affect of Other Income Benefits on Payment: If subtracting Other Income Benefits results in a zero benefit, We will pay the Covered Person the Minimum Weekly Benefit shown in the Schedule of Benefits. The Minimum Weekly Benefit, however, may be applied toward an outstanding overpayment.

{The Minimum Weekly Benefit will not be paid if the Covered Person is receiving salary continuation or accumulated sick leave payments from his Employer.}}

{Estimating Amounts of Other Income Benefits: We have the right to estimate the amount of benefits the Covered Person may be eligible to receive under the “Other Income Benefits” section. We can reduce Our payments to him by the estimated amount if:

1. he has not been awarded but has not been denied such benefits; or
2. he has been denied such benefits and the denial is being appealed; or
3. he is reapplying for such benefits.

We will NOT reduce Our payments to the Covered Person by the estimated amount if:

1. he applies or reapplies for the benefits and appeals his denial through all of the administrative levels We believe are necessary; or
2. he signs Our reimbursement agreement form stating that he promises to pay Us any overpayment caused by an award.

If We reduce Our payments to the Covered Person by an estimated amount:

1. We will adjust Our payment to him when he provides proof of the amount awarded; or
2. We will issue a lump sum refund of the estimated amount if he was denied benefits and has completed all appeals (or reapplications) We believe are necessary.}

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{Continuity Of Insurance Upon Transfer Of Insurance Carriers: In order to prevent loss of insurance for a Covered Person because of a transfer of insurance carriers, We will provide insurance for certain (30) [Employees] as follows:

(30) [Employees] who are not Actively at Work due to Sickness or Injury:

We will insure the (30) [Employee] under the Policy if the prior group insurance policy insured him and the cost of his insurance under the prior group insurance policy was paid.

Our payments to the (30) [Employee] will be limited to the lesser of the Weekly Payment under this Policy or the weekly payment the prior group insurance policy would have paid him, had that policy stayed in effect. Our payments will be reduced by any amount the prior group insurance policy is responsible for paying.

{(30) [Employees] who are Disabled due to a Pre-Existing Condition:

If the (30) [Employee] was insured by the prior group insurance policy immediately prior to becoming eligible for insurance under this Policy, he is Actively at Work and he is insured under this Policy, then he may be eligible for payments under this Policy if his Disability is due to a Pre-Existing Condition.

In order to receive payments from Us, the (30) [Employee] must satisfy the Pre-Existing Condition Exclusion test of:

1. this Policy; or
2. the prior group insurance policy had that policy stayed in effect.

We will give credit toward continuous time covered under both policies. We will determine Our payments using the provisions of this Policy, but the (30) [Employee's] Weekly Payment will not be more than the maximum weekly payment of the prior group insurance policy.

The (30) [Employee's] Weekly Payment will end on the earlier of the following:

1. the end of the Maximum Benefit Period under this Policy;
2. the date benefits would have ended under the prior group insurance policy, if the policy had stayed in effect.

If the (30) [Employee] cannot satisfy the Pre-Existing Condition Exclusion test of either policy, then he will not be eligible for a Weekly Payment.} }

{Recurrent Disability: If the Covered Person's current Disability is related or due to the same causes(s) as his prior Disability for which We made a payment, We will treat his current Disability as part of his prior claim. He will not have to complete another Elimination Period if he returns to Active Work for his Employer on a full time basis for (31) [7] consecutive days or less. His Disability will be subject to the same terms of the Policy as his prior claim and will be treated as a continuation of that Disability.

Any Disability which occurs after (31) [7] consecutive days from the date the Covered Person's prior claim ended will be treated as a new claim. His new claim will be subject to all of the provisions, including the Elimination Period.

If he becomes entitled to benefits under any other Group Short Term Disability policy, he will not be eligible for payments under the Policy.

Recurrent Disability means: a Disability that is:

1. caused by a worsening in the Covered Person's condition; and
2. due to the same or related cause(s) as his prior Disability for which We made a payment.}

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{Multiple Causes: If a period of Disability is extended by a new, unrelated cause while benefits are payable, benefits will continue while the Covered Person remains Disabled, subject to the following:

1. benefits will not continue beyond the end of the original Maximum Benefit Period; and
2. any Exclusions **(32)** [and Pre-existing Conditions Limitations] will apply to the new cause of Disability.}

{Concurrent Disability: Benefits for a Concurrent Disability will be paid as if the Concurrent Disability were caused by one Injury or one Sickness. In no event will a Covered Person be considered to have more than one continuous period of Disability at the same time.

Concurrent Disability means: one continuous period of Disability that is caused by more than one Injury or Sickness. }

{Rehabilitation Services: A rehabilitation program is available to assist the Covered Person in his return to work. {Participation in this program is voluntary on his part and will be offered at Our discretion. } {OR} {Once We have identified a Covered Person as a suitable candidate for our Rehabilitation Services, participation is mandatory.}

Our vocational rehabilitation specialists will review the Covered Person's file to determine if rehabilitation services might help him return to a Gainful Occupation. Once the review is completed, We may offer and pay for a return to work program. We will work with the Covered Person's Physician and other appropriate specialists to develop a plan that best suits the Covered Person's needs.

The return to work program may include, but is not limited to, the following services:

1. coordination with the Covered Person's Employer to assist him in his return to work;
2. evaluation of adaptive equipment to allow the Covered Person to work;
3. vocational evaluation to determine how his Disability may impact his employment options;
4. job placement services;
5. resume preparation;
6. job seeking skills training;
7. retraining for a new occupation; or
8. assistance with relocation that may be part of an approved return to work program.

{If the Covered Person agrees to participate in a rehabilitation program and is unable to complete his responsibility under the program, without Good Cause, then We may discontinue Our payments to him under the Policy.

Good cause means, for purposes of this provision, documented physical or mental impairments, which leave the Covered Person unable to take part in or complete the agreed upon program. It can also mean that he is involved in:

1. medical Treatment which prevents or interferes with his taking part in or completing the program; or
2. some other vocation rehabilitation program which conflicts with his taking part in or completing the program we developed, and is reasonably expected to return him to Active Work. }

We reserve the right to make the final decision concerning the Covered Person's eligibility to take part in a rehabilitation program and the amount of any services he will be provided.}

{During the Covered Person's participation in an approved rehabilitation program, his Gross Disability Payment will be increased by **(33)** [5%] for Rehabilitation Services.}

{Gainful Occupation means: **(34)** [an occupation that can be expected to provide the Covered Person with an income at least equal to his Gross Disability Payment within **(35)** [6] months of his return to work, considering:

1. his past training, as well as training he could receive;

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2. his education and experience; and
3. his physical and mental capacity.

Gainful Occupation will be determined with the assistance of a licensed vocational or rehabilitation specialist.}}

{In addition, We will make weekly payments to the Covered Person for **(36)** [3 weeks] following the date his Disability ends if We determine he is no longer Disabled while:

1. he is participating in Our rehabilitation program; and
2. he is not able to find employment.}

{Employee Outreach Services: We may provide **(37)** [Employee] Outreach Services for a Covered Person who has a medical disability accompanied by psychosocial problems that may interfere with his recovery and return to work.

Employee Outreach Services will be provided at our discretion and may include, but are not limited to:

1. service provider referrals; and
2. identifying available community and state resources that may be helpful in the Covered Person's recovery and return to work. }

Termination of Benefits: We will stop sending the Covered Person payments and his claim will end on the earliest of:

1. the date he is no longer Disabled according to the terms of the Policy;
2. the date he reaches the end of the Maximum Benefit Period;
3. the date he fails to provide proof of continuing Disability;
4. the date he is able to increase his Disability Earnings by increasing the number of hours he works or the number of duties he performs, but he chooses not to do so;
5. the date he refuses to be examined by a Physician, if such an exam is requested by Us;
6. the date he refuses to be interviewed by one of Our representatives;
7. the date he ceases to be under the Regular Care of a Physician;
8. the date he dies**(38)** [;][.]
9. {after **(39)** [6 months] of payments, if he is considered to reside outside the United States or Canada. He will be considered to reside outside these countries when he has been outside the United States or Canada for a total period of **(39)** [6] months or more during any **(40)** [12] consecutive months of benefits;}
10. {the date he refuses to complete his responsibilities under an approved rehabilitation program, without good cause.}

General Exclusions: We will not cover a Disability under the Policy if it is due to:

1. {an act or accident of war, declared or undeclared, whether civil or international, and any substantial armed conflict between organized forces of a military nature;}
2. {intentionally self-inflicted Injuries;}
3. {active participation in a riot;}
4. {committing or attempting to commit a felony;}
5. {an Occupational Sickness or Injury if the Schedule of Benefits indicates that benefits are issued on a non-occupational basis. However, We will cover Disabilities due to an Occupational Sickness or Injury for partners or sole proprietors who cannot be covered by Workers' Compensation Law} **(41)** [; or]
6. {cosmetic or elective surgery}.

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We will not make a payment for any period of time during which the Covered Person is incarcerated { or under House Arrest}. The Maximum Benefit Period will be reduced by the amount of time he is incarcerated {or under House Arrest} after completion of the Elimination Period.

{Occupational Sickness or Injury means: an Injury or Sickness which is paid or payable by any workers' compensation law, occupational disease law or similar law.}

{House Arrest means: any restriction placed on the Covered Person's movement outside of his home by a court of competent jurisdiction. Compliance with such restriction is regularly monitored using electronic or other means.}

Claim Information:

Notice of Claim: Written notice of a claim must be given to Us at Our Home Office by the Covered Person within **(42)** [30 days] after the date his Disability begins. If it is not possible, written notice must be given as soon as it is reasonably possible to do so.

The claim form is available from the Covered Person's Employer, or can be requested from Us. If the Covered Person does not receive the form from Us within **(43)** [15 days] of his request, written proof of claim should be sent to Us without waiting for the form. Written proof should establish facts about the claim such as date of occurrence, nature and extent of the Disability.

The Covered Person must notify Us immediately when he returns to work in any capacity.

Filing a Claim: The Covered Person and his Employer must fill out their own section of the claim form and then give it to the Covered Person's attending Physician. The Physician should fill out his section of the form and send it directly to Us.

Proof of Claim: Written proof of claim must be filed within **(44)** [90 days] after the Covered Person's Elimination Period ends. However, if it is not possible to give proof within **(44)** [90 days], it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

Proof of claim must include:

1. the date the Covered Person's Disability began;
2. appropriate documentation of the Disabling disorder;
3. the extent of the Covered Person's Disability, including restrictions and limitations preventing him from being Actively at Work and performing his Regular Occupation;
4. the appropriate documentation of the Covered Person's earnings;
5. the name and address of any Hospital or Medical Facility where the Covered Person received Treatment;
6. the name and address of all Physicians providing Regular Care or specialty care.

We may request that the Covered Person send proof of continuing Disability, satisfactory to Us, indicating that he is under the Regular Care of a Physician. This proof, provided at the Covered Person's expense, must be received within **(45)** [30 days] of a request by Us.

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

Payment of Claim: Except as otherwise noted for specified additional benefits that may be included in the Policy, all benefits are payable to the Covered Person. If a benefit is payable to the Covered Person's estate, to a minor or to someone who is not competent to give a valid release, We have the right to pay up to **(46)** [\$1,000] to any of the Covered Person's relatives whom We consider entitled. Any amount We pay in good

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faith releases Us from further liability, but only for the amount paid.

Overpayment of Claim: We have the right to recover any overpayments due to:

1. fraud;
2. any error We make in processing a claim; and
3. the Covered Person's receipt of Other Income Benefits.

The Covered Person must reimburse Us in full. We will determine the method by which the repayment is to be made. We have the right to recover overpayment from the Covered Person's Spouse if living, otherwise children under the age of **(47)** [21] or estate.

Legal Action: The Covered Person may not bring suit to recover under this section until **(48)** [60 days] after he has given Us written proof of loss. No suit may be brought more than three years after the date the proof of loss is required to be filed. }

**{LUMP SUM SURVIVOR BENEFIT UNDER THE {WORKING RETURNS} SHORT TERM
DISABILITY INSURANCE**

When We receive proof that the Covered Person died, We will pay his Spouse, if living, otherwise, his children under age **(1)** [21] a lump sum benefit equal to **(2)** [3 weeks] of the Covered Person's weekly **(3)** [Net Disability Payment] but not to exceed **(4)** [\$1,000].

{Net Disability Payment: the payment amount after We subtract Other Income Benefits and Disability Earnings. }

The Lump Sum Survivor Benefit will be paid if, on the date of the Covered Person's death:

1. his Disability had continued for at least **(5)** [15] consecutive days; and
2. he was receiving or was entitled to receive a Weekly Payment under the Policy.

If the Covered Person has no living Spouse or children, payment will be made to his estate. However, We will first apply the survivor benefit to any overpayment which may exist on his claim.

{The Covered Person may choose to receive his lump sum survivor benefit prior to his death if:

1. he has been diagnosed as having a life expectancy of less than **(6)** [6 months]; and
2. he is receiving a Weekly Payment under the Policy. }

{The Covered Person must notify Us in writing of his choice to exercise this option. Additionally, his Physician must certify in writing that he has a life expectancy of less than **(6)** [6 months]. }

{If the Covered Person elects to receive this benefit prior to his death, no lump sum survivor benefit will be payable upon his death.} }

**{CATASTROPHIC DISABILITY BENEFIT UNDER THE {WORKING RETURNS} SHORT TERM
DISABILITY INSURANCE**

We will pay a weekly Catastrophic Disability Benefit to the Covered Person when We receive proof that he is Disabled under the terms of this provision and is receiving Weekly Payments under the Policy.

The Covered Person is Disabled under the terms of this provision when We determine that, due to his Sickness or Injury beginning after his Effective Date of insurance, he:

1. has lost the ability to safely and completely perform two or more Activities of Daily Living without another person's active assistance or verbal cueing; or
2. is Cognitively Impaired and needs another person's assistance or verbal cueing for his protection or for the protection of others; or
3. has a life expectancy of less than **(1)** [6 months].

(2) [The Catastrophic Disability benefit amount is a percentage of the Covered Person's Gross Disability Payment, not to exceed the Maximum Weekly Benefit. The Catastrophic Disability benefit percentage will be limited to the lesser of **(3)** [1%] of the Gross Disability Payment or **(4)** [\$1,000].]

The Covered Person will no longer be eligible to receive a Catastrophic Disability Benefit on the earliest of:

1. the date he is no longer Disabled under the terms of this provision;
2. the date he no longer has a loss of two or more Activities of Daily Living or is no longer Cognitively Impaired; or
3. the date his Short Term Disability benefits terminate under the Policy.

The Catastrophic Disability Benefit is paid in addition to any other payments the Covered Person receives under the Policy.

Activities of Daily Living means:

1. bathing – the ability to wash oneself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower.
2. dressing – the ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs.
3. toileting – the ability to get to and from the toilet, get on and off the toilet and perform associated personal hygiene.
4. transferring – the ability to move into or out of a bed, chair or wheelchair.
5. continence – the ability to maintain control of bowel and bladder functions; or, when unable to maintain control of bowel and bladder function, the ability to perform associated personal hygiene including caring for catheter or colostomy bag.
6. eating – the ability to feed oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.

Cognitively Impaired means: the Covered Person suffers a deficiency in short or long-term memory, orientation as to person, place and time, deductive or abstract reasoning, or judgment as it relates to safety awareness. The impairment must be measurable according to generally accepted medical standards. }

**{{WORKING RETURNS}} LONG TERM DISABILITY INSURANCE FOR
COVERED PERSON**

Definition of Disabled or Disability:

The Covered Person is Disabled or has a Disability when We determine that:

1. **(1)** [he is not Actively at Work and is unable to perform all of the Material and Substantial Duties of any Gainful Occupation due to his Sickness or Injury;(2) [and] **(3)** [or]
2. he has an 80% or more loss in Pre-Disability Monthly Earnings due solely to the same Sickness or Injury; and
3. he is under the Regular Care of a Physician.]

Disability must begin while the Covered Person is insured under the Policy.

{Material and Substantial Duties: duties that

1. are normally required for the performance of the Covered Person's Regular Occupation; and
2. cannot be reasonably omitted or modified.}

{If the Covered Person is required to work an average in excess of **(4)** [40 hours] per week, We will consider him able to perform that requirement if he is working or has the capacity to work **(4)** [40 hours] per week.}}

{Regular Occupation means: the occupation which the Covered Person is routinely performing when his Disability occurs. We will look at the Covered Person's occupation as it is normally performed in the national economy instead of how the work tasks are performed for a specific Employer or at a specific location.}

(5) [Regular Occupation for Physicians means: the Specialty or Sub-Specialty Occupation the Covered Person is practicing at the time of Disability and any Specialty or Sub-Specialty Occupation he practiced in the past **(6)** [5 years]. The Specialty or Sub-Specialty Occupation must be recognized by the American Board of Medical Specialties. If the Specialty or Sub-Specialty Occupation is not recognized by the American Board of Medical Specialists, We will consider the Covered Person to be practicing general medicine.]

(7) [Regular Occupation for Attorneys means: the one legal subject matter area in which the Covered Person is practicing, provided he earned at least 60% of their gross professional service fee income in that area or type of practice during the 24 months immediately before the Disability began.

Trial attorney or trial practice will not be considered the legal subject matter area or type of legal practice in which the Covered Person is practicing, unless he personally appeared and actively participated in legal proceedings on behalf of clients, at least 4 hours per day an average of at least 50 days per year during the 24 months immediately before the Disability began. Time spent preparing to actively participate in legal proceedings can be counted in meeting up to one-half of the hours per day and days-per-year requirement. Legal proceedings include civil or criminal trials, administrative rule making or contested case hearings, workers compensation hearings, arbitration and mediation hearings and the taking of defending depositions.

We may require billable hour or other time and earnings records as proof that the requirements in this provision have been met.]

{Gainful Occupation means: an occupation that can be expected to provide the Covered Person with an income at least equal to his Gross Disability Payment within **(8)** [6] months of his return to work, considering:

1. his past training, as well as training he could receive;
2. his education and experience; and
3. his physical and mental capacity.

[Gainful Occupation will be determined with the assistance of a licensed vocational or rehabilitation specialist.}}

**{WORKING RETURNS} LONG TERM DISABILITY INSURANCE FOR
COVERED PERSON (continued)**

{The loss of a professional or occupational license or certification does not, in itself, mean the Covered Person is Disabled. Additionally, economic factors, such as recession, job obsolescence, pay-cuts and job sharing will not be considered in determining whether the Covered Person meets the definition of Disability/Disabled. }

We require the Covered Person to be under the Regular Care of a Physician for the Sickness or Injury causing his disability in order to be eligible to receive payments from Us.

We may require the Covered Person to be examined by Physicians, other medical practitioners or vocational experts of Our choice. We will pay for these examinations. We can require examinations as often as it is reasonable to do so. We may also require the Covered Person to be interviewed by an authorized representative of Ours. Refusal to be examined or interviewed may result in denial or termination of his claim.

{Transplant Benefit: If, while insured under the Policy, the Covered Person donates an organ for an Organ Transplant Procedure, and as a result he becomes Disabled, We will consider him to be Disabled as a result of Sickness{ and his Elimination Period will be waived}. {Disability resulting from an Organ Transplant Procedure will have a limited pay period of **(9)** [12 months]}. This benefit will be payable only once in the Covered Person's lifetime. Benefit payments will be subject to all of the provisions contained in the Policy, except for those that are in conflict with the provisions of this Transplant Benefit.

Organ Transplant Procedure means: the Covered Person donates any of the following for transplantation into another person: kidney, liver, lung, skin or bone marrow. }

Calculating the Monthly Payment:

(10) [The Benefit Percent and Maximum Monthly Benefit are shown in the Schedule of Benefits.]

(11) [Calculate the Covered Person's Monthly Payment as follows:

1. Multiply the Covered Person's Pre-Disability Monthly Earnings by the Benefit Percent.
2. Compare the result in Step 1 with the Maximum Monthly Benefit.
3. The lesser of these two amounts is the Covered Person's monthly Gross Disability Payment.
4. Subtract from his monthly Gross Disability Payment all Other Income Benefit amounts that he receives or is eligible to receive. The result is the Covered Person's Monthly Payment.

In no event will the Covered Person's Monthly Payment exceed the Maximum Monthly Benefit.]

(12) [If the Covered Person is Disabled and working, earning between 20% and 80% of his **(13)** [Indexed] Pre-Disability Monthly Earnings calculate his benefit payment as follows:]

(14) [Calculate the Covered Person's Gross Disability Payment as follows:

1. Multiply his Pre-Disability Monthly Earnings by the Benefit Percent.
2. Compare the result in Step 1 with the Maximum Monthly Benefit.
3. The lesser of these two amounts is the Covered Person's Gross Disability Payment, which is used in the benefit calculation below.]

(15) [When the Covered Person first returns to work during a period of disability, the Work Incentive Benefit establishes that, **(16)** [for 12 months], his Monthly Payment, as determined above, will not be reduced as long as Payment does not exceed 100% of his **(17)** [Indexed] Pre-Disability Monthly Earnings.

During the period of time that the Work Incentive Benefit applies:

**{WORKING RETURNS} LONG TERM DISABILITY INSURANCE FOR
COVERED PERSON (continued)**

1. Add the Covered Person's monthly Disability Earnings to his Gross Disability Payment, as calculated above.
2. Compare the result in Step 1 to his **(17)** [Indexed] Pre-Disability Monthly Earnings.
3. If the result from Step 2 is less than or equal to 100% of the Covered Person's **(17)** [Indexed] Pre-Disability Monthly Earnings, We will not further reduce his Monthly Payment, as calculated above.
4. If the result in Step 2 is greater than 100% of the Covered Person's **(17)** [Indexed] Pre-Disability Monthly Earnings, We will subtract the amount over 100% from his Monthly Payment, as calculated above.

The result is the amount We will pay the Covered Person each month.

After the period of time that the Work Incentive Benefit applies:

1. Subtract the Covered Person's Disability Earnings from his **(17)** [Indexed] Pre-Disability Monthly Earnings.
2. Divide the result in Step 1 by his **(17)** [Indexed] Pre-Disability Monthly Earnings. This is his percentage of lost earnings.
3. Multiply the Covered Person's Monthly Payment, as calculated above, by the answer in Step 2.

The result is the amount We will pay the Covered Person each month.]

After the Elimination Period, if the Covered Person is Disabled for only part of a month, We will send him 1/30th of his payment for each day of Disability.

Gross Disability Payment means: the payment amount before We subtract Other Income Benefits and Disability Earnings.

Monthly Payment means: the payment amount after We subtract any Other Income Benefits.

Elimination Period means: the length of time the Covered Person must be continuously Disabled before a benefit is payable. The Elimination Period begins on the first day of Disability. If the Covered Person returns to work for a period of time not to exceed the Accumulation of Elimination Period and cannot continue, he will not have to begin a new Elimination Period. However, We will count only those days he is Disabled toward satisfying the Elimination Period. The Elimination Period and the Accumulation of Elimination Period are shown in the Schedule of Benefits.

Disability Earnings mean: the earnings, which the Covered Person receives while Disabled, and working {plus the earnings he could receive if he was working to his Maximum Capacity}.

{Maximum Capacity means: the greatest extent of work the Covered Person is able to do, given his limitations, restrictions, and physical and mental capacity, in an occupation that is available in his location and for which he is reasonably fitted by education, training, and experience. }

{Indexed Pre-Disability Monthly Earnings: The Covered Person's Pre-Disability Monthly Earnings adjusted on each anniversary of benefit payments by the lesser of **(18)** [5%] or the current annual percentage increase in the Consumer Price Index (CPI-W). The Covered Person's Indexed Pre-Disability Monthly Earnings may increase or remain the same, but will never decrease. This manner of indexing is only used to determine the Covered Person's percentage of lost earnings while he is Disabled and working and in the determination of Gainful Occupation. Consumer Price Index (CPI-W) means: the index for Urban Wage Earners and Clerical Workers 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. }

Receipt of Disability Payments: The Covered Person will begin to receive payments when We approve his claim, provided the Elimination Period has been met and he is Disabled. We will send him a payment each

**{WORKING RETURNS} LONG TERM DISABILITY INSURANCE FOR
COVERED PERSON (continued)**

month for any period for which We are liable. If he is Disabled and working, proof of Disability Earnings will be required before benefits are paid.

Disability During a Covered Layoff or Leave of Absence: If the Covered Person becomes Disabled while he is on a covered Layoff or Leave of Absence, We will calculate his benefit using his Pre-Disability Monthly Earnings from his Employer in effect just prior to the date his absence begins.

{Fluctuation of Disability Earnings: If the Covered Person's Disability Earnings fluctuate, We may average his Disability Earnings over the most recent **(19)** [3 months] to determine if his claim should continue subject to all other terms and conditions in the Policy.

If We average his Disability Earnings, We will not terminate his claim unless the average of his Disability Earnings from the last 3 months exceeds **(20)** [80%] of his **(21)** [Indexed] Pre-Disability Monthly Earnings.

We will not pay the Covered Person for any month during which Disability Earnings exceed the amount allowable under the Policy. }

{Other Income Benefits: We will subtract from the Covered Person's Gross Disability Payment the following Other Income Benefits:

1. {any benefits and awards he receives or is eligible to receive under:
 - a. Workers' Compensation Law;
 - b. occupational disease Law; or
 - c. any other similar Act or Law.}
2. {any Disability income benefits he receives or is eligible to receive under:

any compulsory benefit Act or Law;

 - a. any other group insurance policy with the Employer or with an association;
 - b. any other group insurance policy with another Employer under which he becomes insured while
 - c. he is Disabled under the Policy; or
 - d. any governmental retirement system as the result of his job with his Employer.}
3. {any {Disability} benefits under the United States Social Security Act, The Canada Pension Plan, The Quebec Pension Plan, the Jones Act, and any other similar plan or Act. Benefits include:
 - a. Disability benefits he is eligible to receive **(22)** [and any disability benefits his Spouse or his children receive or are eligible to receive as a result of his Disability].
 - b. {retirement benefits he receives **(23)** [and any retirement benefits his Spouse or his children receive as a result of his receipt of retirement benefits].}}

(24) [If the Covered Person's Disability begins after his 70th birthday, and he was receiving Social Security retirement benefits before his Disability began, then We will not reduce Our payments to him by these retirement benefits.]

{Pension Plan means: a plan that provides retirement benefits and which is not wholly funded by **(25)** [Employee] contributions. The term does not include a profit sharing plan, a thrift plan, an individual retirement account (IRA), a tax sheltered annuity plan (TSA), a stock ownership plan or a non-qualified plan of deferred compensation.}

4. {any benefits he receives from the Employer's sick leave or salary continuation plan. }

**{WORKING RETURNS} LONG TERM DISABILITY INSURANCE FOR
COVERED PERSON (continued)**

5. {any benefits from the Employer's retirement plan(26) [, the Public Employees Retirement System and the State Teachers Retirement System] he:
 - a. receives as disability benefits;
 - b. voluntarily chooses to receive as retirement benefits; or
 - c. receives as retirement benefits once he reaches the greater of age 62 or normal retirement age, as defined in his Employer's Retirement Plan.

Regardless of how the retirement funds from the plan are distributed, for the purposes of determining Our payment to the Covered Person, We consider (27) [Employee] and Employer contributions to be distributed at the same time throughout the Covered Person's lifetime.

We will not reduce payments the Covered Person receives from Us for his contributions to the Employer's retirement plan, or for amounts he rolls over or transfer to an eligible Retirement Plan.

Disability benefits under a retirement plan are benefits that are paid due to disability and which do not reduce the retirement benefits which would have been paid if the disability had not occurred.

Retirement benefits under a retirement plan are benefits that are paid based on the Covered Person's Employer's contribution to the retirement plan. Disability benefits that reduce the retirement benefits under the plan will also be considered a retirement benefit.

Eligible retirement plan is defined in Section 402 of the Internal Revenue Code of 1986 and includes future amendments to Section 402 affecting the definition. }

6. {any benefits for loss of time or lost wages he receives from the mandatory portion of a no-fault motor vehicle insurance plan, or automobile liability insurance policy.}
7. {any amount he receives under any unemployment compensation Law.}
8. {any amounts he receives from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.}

If the Covered Person receives any of the Other Income Benefits in a lump sum payment, We will pro-rate the lump sum on a monthly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a monthly basis to the end of the Covered Person's Maximum Benefit Period.

Other Income Benefits must be payable as a result of the same Disability for which the Covered Person is receiving a payment from Us, except for retirement benefits.

(28) [We will NOT subtract from the Covered Person's Gross Disability Payment any amounts he receives from the following sources:

1. 401(k) plans
2. profit sharing plans
3. thrift plans
4. tax sheltered annuities
5. stock ownership plans
6. non-qualified plans of deferred compensation
7. Pension plans for partners
8. military pension and military disability income plans
9. credit disability insurance
10. franchise disability income plans
11. a retirement plan from another Employer
12. Individual Retirement Accounts (IRA)

**{WORKING RETURNS} LONG TERM DISABILITY INSURANCE FOR
COVERED PERSON (continued)**

13. individual disability income plans]

{Affect of Other Income Benefits on Payment: If subtracting Other Income Benefits results in a zero benefit, We will pay the Covered Person the Minimum Monthly Benefit shown in the Schedule of Benefits. The Minimum Monthly Benefit, however, may be applied toward an outstanding overpayment. }

{Cost of Living Increases: After the first deduction for each of the Other Income Benefits, We will not further reduce the amount of the Covered Person's Monthly Payment under the Policy due to cost of living increases he receives from any of the sources described in the "Other Income Benefits" section. }

{Estimating Amounts of Other Income Benefits: We have the right to estimate the amount of benefits the Covered Person may be eligible to receive under the "Other Income Benefits" section. We can reduce Our payments to him by the estimated amount if:

1. he has not been awarded but have not been denied such benefits; or
2. he has been denied such benefits and the denial is being appealed; or
3. he is reapplying for such benefits.

We will NOT reduce Our payments to the Covered Person by the estimated amount if:

1. he applies or reapplies for the benefits and appeals his denial through all of the administrative levels We believe are necessary;
2. he signs Our reimbursement agreement form stating that he promises to pay Us any overpayment caused by an award.

If We reduce Our payments to the Covered Person by an estimated amount:

1. We will adjust Our payment to him when he provides proof of the amount awarded; or
2. We will issue a lump sum refund of the estimated amount if he was denied benefits and has completed all appeals (or reapplications) We believe are necessary. }

}

Termination of Benefits: We will stop sending the Covered Person payments and his claim will end on the earliest of:

1. the date he is no longer Disabled according to the terms of the Policy;
2. the date he reaches the end of the Maximum Benefit Period;
3. the date he fails to provide proof of continuing Disability;
4. {the date his Disability Earnings exceed the amount allowable under the Policy; }
5. {the date he is able to increase his Disability Earnings by increasing the number of hours he work or the number of duties he performs but he chooses not to do so; }
6. the date he refuses to be examined by a Physician, if such an exam is requested by Us;
7. the date he refuses to be interviewed by one of Our representatives;
8. the date he ceases to be under the Regular Care of a Physician;
10. the date he dies(29) [.(30) [;]
11. {after (31) [12 months] of payments, if he is considered to reside outside the United States or Canada. He will be considered to reside outside these countries when he has been outside the United States or Canada for a total period of (32) [6] months or more during any (33) [12] consecutive months of benefits;}
12. {the date he refuses to complete his responsibilities under an approved rehabilitation program, without good cause. }

**{WORKING RETURNS} LONG TERM DISABILITY INSURANCE FOR
COVERED PERSON (continued)**

{If the Covered Person is a citizen of the United States and is receiving Treatment outside of the United States, We may require him to return to the United States for Treatment. Failure to do so when requested may result in termination of benefits.}

{Limitations: }

{Mental Illness {and Substance Abuse Limitation}

Disabilities due to Mental Illness or Substance Abuse have a limited pay period of **(34)** [12 months] {per disability}. {This is a lifetime cumulative maximum benefit period for Disabilities due to Mental Illness {or Substance Abuse}}.

{We will continue to send the Covered Person payments beyond the limited pay period if he is confined to a Hospital or Medical Facility. If he is still Disabled when he is discharged, We will send him payments for a recovery period of up to 90 days. If he becomes re-confined at any time during the recovery period and remains 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 no case will benefits be paid beyond the Maximum Benefit Period. }

{Substance Abuse Limitation

Disabilities due to Substance Abuse have a limited pay period of **(34)** [12 months] {per disability}. {This is a lifetime cumulative maximum benefit period for Disabilities due to Substance Abuse.}

{We will continue to send the Covered Person payments beyond the limited pay period if he is confined to a Hospital or Medical Facility . If he is still disabled when he is discharged, We will send him payments for a recovery period of up to 90 days. If he becomes re-confined at any time during the recovery period and remains 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 no case will benefits be paid beyond the Maximum Benefit Period. }

{ Subjective Symptoms Limitation

Disabilities due to a Sickness or Injury which, as determined by Us, are primarily based on Subjective Symptoms have a limited pay period of **(34)** [12 months] {per disability}. {This is a lifetime cumulative maximum benefit period for Disabilities due to Subjective Symptoms.}

{We will continue to send the Covered Person payments beyond the limited pay period if he is confined to a Hospital or Medical Facility. If he is still Disabled when he is discharged, We will send him payments for a recovery period of up to 90 days. If he becomes re-confined at any time during the recovery period and remains 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 no case will benefits be paid beyond the Maximum Benefit Period.}

(35) [Mental Illness means: any Sickness, disease or disorder, which is:

1. listed in the current edition of the Diagnostic and Statistical Manual of Mental Health Disorders (or any successor diagnostic manual) published by the American Psychiatric Association; and
2. usually treated by a mental health provider or other qualified provider, using psychotherapy, psychotropic drugs or other similar methods of Treatment.

Mental Illness includes any such conditions whether or not related to an underlying physical, genetic, chemical, organic or biological cause, although it may be associated with physical symptoms, manifestations or expressions. Specific conditions include, but are not limited to:

**{WORKING RETURNS} LONG TERM DISABILITY INSURANCE FOR
COVERED PERSON (continued)**

1. bipolar disorder;
2. depression and depressive disorders;
3. psychoses;
4. mood disorders;
5. manic-depressive illness;
6. anxiety disorders;
7. stress disorders including post-traumatic stress disorders;
8. somatoform disorders;
9. factitious disorders;
10. eating disorders;
11. adjustment disorders; and
12. personality disorders.

For purposes of the Policy, Mental Illness does not include coma (unless a consequence of Substance Abuse), mental retardation or Alzheimer's disease and other forms of dementia with an objectifiable organic basis.]

(36) [Subjective Symptoms means: the manifestations of the Covered Person's condition, which he tells his Physician, that is not verifiable using tests, procedures and clinical examinations generally accepted in the practice of medicine. Examples of Subjective Symptoms include, but are not limited to, headache, pain, fatigue, stiffness, soreness, ringing in ears, dizziness, numbness and loss of energy.]

{Substance Abuse means: alcoholism, or the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance, whether or not prescribed by a Physician. }

General Exclusions: We will not cover a Disability under the Policy if it is due to:

1. {an act or accident of war, declared or undeclared, whether civil or international, and any substantial armed conflict between organized forces of a military nature;}
2. {intentionally self-inflicted Injuries;}
3. active participation in a riot;
4. {committing or attempting to commit a felony}
5. {cosmetic or elective surgery}.

We will not make a payment for any period of time during which the Covered Person is incarcerated {or under House Arrest}. The Maximum Benefit Period will be reduced by the amount of time he is incarcerated {or under House Arrest} after completion of the Elimination Period.

{House Arrest means: any restriction placed on the Covered Person's movement outside of his home by a court of competent jurisdiction. Compliance with such restriction is regularly monitored using electronic or other means. }

**{WORKING RETURNS} LONG TERM DISABILITY INSURANCE FOR
COVERED PERSON (continued)**

(37) [Pre-Existing Condition Exclusion: (38) [12/6/24]

The Plan will not cover any Disability that begins during the first (39) [24] months after the Covered Person's Effective Date of insurance that is caused or contributed to, or resulting from, a Pre-Existing Condition or medical or surgical treatment for a Pre-Existing Condition(40) [], unless he has gone at least (41) [6] consecutive months after his Effective Date of insurance without Treatment for the Pre-Existing Condition].

Pre-Existing Condition means any Sickness or Injury including Mental Illness, Substance Abuse or Subjective Symptoms for which the Covered Person, within (42) [12] months prior to his Effective Date of insurance:

1. was diagnosed by or received Treatment from a legally qualified Physician; or
2. had symptoms for which an ordinarily prudent person would have sought Treatment.]

{Continuity of Insurance Upon Transfer of Insurance Carriers: In order to prevent loss of insurance for a Covered Person because of a transfer of insurance carriers, We will provide insurance for certain (43) [Employees] as follows:

Employees who are not Actively at Work due to Sickness or Injury:

We will insure the (43) [Employee] under this Policy if the prior group insurance policy insured him and the cost of his insurance under the prior group insurance policy was paid.

Our payments to the (43) [Employee] will be limited to the lesser of the Monthly Payment under the Policy or the monthly benefit the prior group insurance policy would have paid him, had that policy stayed in effect. Our payments will be reduced by any amount the prior group insurance policy is responsible for paying.

Employees who are Disabled due to a Pre-Existing Condition:

If the (43) [Employee] was insured by the prior group insurance policy immediately prior to becoming eligible for insurance under this Policy, he is Actively at Work and he is insured under this Policy, then he may be eligible for payments under this Policy if his Disability is due to a Pre-Existing Condition.

In order to receive payments from Us, the (43) [Employee] must satisfy the Pre-Existing Condition Exclusion test of:

1. this Policy; or
2. the prior group insurance policy, had that policy stayed in effect.

We will give credit toward continuous time insured under both policies. We will determine Our payments using the provisions of this Policy, but the (43) [Employees] Monthly Payment will not be more than the maximum monthly payment of the prior group insurance policy.

The (43) [Employee's] Monthly Payment will end on the earlier of the following:

1. the end of the Maximum Benefit Period;
2. the date benefits would have ended under the prior group insurance policy, if the policy had stayed in effect.

If the (43) [Employee] cannot satisfy the Pre-Existing Condition Exclusion test of either policy, then he will not be eligible for a Monthly Payment. }

{Recurrent Disability: If the Covered Person's current Disability is related or due to the same causes(s) as his prior Disability for which We made a payment, We will treat his current Disability as part of his prior claim and he will not have to complete another Elimination Period if he returns to Active Work for his Employer on a full time basis for (44) [6] consecutive months or less. His Disability will be subject to all of the provisions as his

**{WORKING RETURNS} LONG TERM DISABILITY INSURANCE FOR
COVERED PERSON (continued)**

prior claim and will be treated as a continuation of that Disability.

Any Disability which occurs after **(44)** [6] consecutive months from the date the Covered Person's prior claim ended will be treated as a new claim. His new claim will be subject to all of the provisions, including the Elimination Period.

{If the Covered Person returns to work for another Employer, We will treat a Recurrent Disability the same as established above for the first 6 months following his return to work. Any Recurrent Disability that occurs more than 6 months but less than 12 months after the end of the Covered Person's prior Disability will be treated as a continuation of the prior Disability, but the Covered Person will be required to complete a new Elimination Period.}

If the Covered Person becomes entitled to benefits under any other Group Long Term Disability policy, he will not be eligible for payments under the Policy.

Recurrent Disability means: a Disability that is:

1. caused by a worsening in the Covered Person's condition; and
2. due to the same or related cause(s) as his prior Disability for which We made a payment. }

{Multiple Causes: If a period of Disability is extended by a new, unrelated cause while benefits are payable, benefits will continue while the Covered Person remains Disabled, subject to the following:

1. benefits will not continue beyond the end of the original Maximum Benefit Period; and
2. any Exclusions **(45)** [and Pre-existing Conditions Limitations] will apply to the new cause of Disability. }

{Concurrent Disability: Benefits for a Concurrent Disability will be paid as if the Concurrent Disability were caused by one Injury or one Sickness. In no event will a Covered Person be considered to have more than one continuous period of Disability at the same time.

Concurrent Disability means: one continuous period of Disability that is caused by more than one Injury or Sickness. }

{Lump Sum Survivor Benefit: When We receive proof that the Covered Person died, We will pay his Spouse, if living, otherwise, his children under age **(46)** [21], a lump sum benefit equal to **(47)** [3 months] of the Covered Person's monthly **(48)** [net Disability Payment] if, on the date of the Covered Person's death:

1. his Disability had continued for **(49)** [365 or more consecutive days]; and
2. he was receiving or was entitled to receive a Monthly Payment under the Policy.

{Net Disability Payment: the payment amount after We subtract Other Income Benefits and Disability Earnings. }

If the Covered Person has no living Spouse or children, payment will be made to his estate. However, We will first apply the survivor benefit to any overpayment which may exist on the Covered Person's claim.

{The Covered Person may choose to receive his Lump Sum Survivor benefit prior to his death if:

1. he has been diagnosed as having a life expectancy of less than **(50)** [6 months]; and
2. he is receiving monthly payments under the Policy.

The Covered Person must notify Us in writing of his choice to exercise this option. Additionally, his Physician must certify in writing that he has a life expectancy of less than **(50)** [6 months].

If the Covered Person elects to receive this benefit prior to his death, no lump sum survivor benefit will be payable upon his death.}}

**{WORKING RETURNS} LONG TERM DISABILITY INSURANCE FOR
COVERED PERSON (continued)**

{Workplace Modification Benefit: A workplace modification benefit may be payable to the Covered Person's Employer if a change is made to the work environment or the way a job is performed to allow the Covered Person to be Actively at Work and to perform the Material and Substantial Duties of his Regular Occupation, or any Gainful Occupation.

To qualify for a benefit:

1. the Covered Person must be Disabled under the terms of the Policy;
2. the Employer must agree to make the necessary modifications so that the Covered Person can return to work; and
3. any proposed modifications to the work place must be in writing and approved by Us prior to implementation.
4. In considering any proposed modifications, We have the right to have the Covered Person evaluated by a Physician or other health care professional, or a vocational rehabilitation specialist of Our choice.

When the above qualifications are met, the Covered Person's Employer will be reimbursed for the cost of the modification up to a maximum amount for the Workplace Modification Benefit. This benefit is available to the Covered Person on a one-time-only basis, at Our discretion, and will be paid in addition to any other Disability benefits for which the Covered Person qualifies. The Workplace Modification Benefit maximum amount is **(51)** [\$1,000]. }

{Rehabilitation Services: rehabilitation program is available to assist the Covered Person in his return to work. **(52)** [Participation in this program is voluntary on his part and will be offered at Our discretion.] {OR} {Once We have identified a Covered Person as a suitable candidate for our Rehabilitation Services, participation is mandatory.}

Our vocational rehabilitation specialists will review the Covered Person's file to determine if rehabilitation services might help him return to a Gainful Occupation. Once the review is completed, We may offer and pay for a return to work program. We will work with the Covered Person's Physician and other appropriate specialists to develop a plan that best suits the Covered Person's needs.

The return to work program may include, but is not limited to, the following services:

1. coordination with the Covered Person's Employer to assist him in his return to work;
2. evaluation of adaptive equipment to allow the Covered Person to work;
3. vocational evaluation to determine how his Disability may impact his employment options;
4. job placement services;
5. resume preparation;
6. job seeking skills training;
7. retraining for a new occupation; or
8. assistance with relocation that may be part of an approved return to work program.

We reserve the right to make the final decision concerning the Covered Person's eligibility to take part in a rehabilitation program and the amount of any services he will be provided.

{During the Covered Person's participation in an approved rehabilitation program, his Gross Disability Payment will be increased by **(53)** [5%] for Rehabilitation Services.}

In addition, We will make monthly payments to the Covered Person for **(54)** [3 months] following the date his Disability ends if We determine he is no longer Disabled while:

1. he is participating in Our rehabilitation program; and

**{WORKING RETURNS} LONG TERM DISABILITY INSURANCE FOR
COVERED PERSON (continued)**

2. he is not able to find employment.

{If the Covered Person agrees to participate in a rehabilitation program and is unable to complete his responsibility under the program, without Good Cause, then We may discontinue Our payment to him under the Policy.}

Good Cause means: for the purposes of this provision, documented physical or mental impairments, which leave the Covered Person unable to take part in or complete the agreed upon program. It can also mean that he is involved in:

1. medical Treatment which prevents or interferes with his taking part in or completing the program; or
2. some other vocation rehabilitation program which conflicts with his taking part in or completing the program we developed, and is reasonably expected to return him to Active Work. }

{Employee Outreach Services: may provide **(55)** [Employee] Outreach Services for a Covered Person who has a medical disability accompanied by psychosocial problems that may interfere with his recovery and return to work.

Employee Outreach Services will be provided at our discretion and may include, but are not limited to:

1. service provider referrals; and
2. identifying available community and state resources that may be helpful in the Covered Person's recovery and return to work. }

{Social Security Assistance: If the Covered Person is receiving a payment from Us, through, We can provide advice to him regarding his Social Security Disability benefits claim and assist him with his application or appeal.

Receiving Social Security Disability benefits may enable:

1. him to receive Medicare after 24 months of disability payments;
2. him to protect his retirement benefits; and
3. his family to be eligible for Social Security benefits.

We can assist the Covered Person in obtaining Social Security disability benefits by:

1. helping him find appropriate legal representation or other assistance;
2. obtaining medical and vocational evidence; and
3. reimbursing pre-approved case management expenses. }

Claim Information:

Notice of Claim: Written notice of a claim must be given to Us at Our Home Office by the Covered Person within **(56)** [30 days] after the date his Disability begins. If it is not possible, written notice must be given as soon as it is reasonably possible to do so.

The claim form is available from the Covered Person's Employer, or can be requested from Us. If the Covered Person does not receive the form from Us within **(57)** [15 days] of his request, written proof of claim should be sent to Us without waiting for the form. Written proof should establish facts about the claim such as date of occurrence, nature and extent of the Disability.

The Covered Person must notify Us immediately when he returns to work in any capacity.

Filing a Claim: The Covered Person and his Employer must fill out their own section of the claim form and then give it to the Covered Person's attending Physician. The Physician should fill out his section of the form

**{WORKING RETURNS} LONG TERM DISABILITY INSURANCE FOR
COVERED PERSON (continued)**

and send it directly to Us.

Proof of Claim: Written proof of claim must be filed within **(58)** [90 days] after the Covered Person's Elimination Period ends. However, if it is not possible to give proof within **(58)** [90 days], it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

Proof of claim must include:

1. the date the Covered Person's Disability began;
2. appropriate documentation of the Disabling disorder;
3. the extent of the Covered Person's Disability, including restrictions and limitations preventing him from being Actively at Work;
4. the appropriate documentation of the Covered Person's earnings;
5. the name and address of any Hospital or Medical Facility where the Covered Person received Treatment;
6. the name and address of all Physicians providing Regular Care or specialty care.

We may request that the Covered Person send proof of continuing Disability, satisfactory to Us, indicating that he is under the Regular Care of a Physician. This proof, provided at the Covered Person's expense, must be received within **(59)** [30 days] of a request by Us.

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

Payment of Claim: Except as otherwise noted for specified additional benefits that may be included in the Policy, all benefits are payable to the Covered Person. If a benefit is payable to the Covered Person's estate, to a minor or to someone who is not competent to give a valid release, We have the right to pay up to **(60)** [\$1,000] to any of the Covered Person's relatives whom We consider entitled. Any amount We pay in good faith releases Us from further liability, but only for the amount paid.

Overpayment of Claim: We have the right to recover any overpayments due to:

1. fraud;
2. any error We make in processing a claim; and
3. the Covered Person's receipt of Other Income Benefits.

The Covered Person must reimburse Us in full. We will determine the method by which the repayment is to be made. We have the right to recover overpayment from the Covered Person's Spouse if living, otherwise child under the age **(61)** [21] or estate.

Legal Action: The Covered Person may not bring suit to recover under this section until **(62)** [60 days] after he has given Us written proof of loss. No suit may be brought more than three years after the date the proof of loss is required to be filed. }

{FAMILY INCOME BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE

We will pay a benefit to the Covered Person's Spouse, if living; otherwise, his children under **(1)** [age 21] if We receive proof that:

1. the Covered Person died after having been Disabled for **(2)** [180 or more consecutive days]; and
2. the Covered Person died while receiving a Monthly Payment from Us under the Policy.

We will pay this benefit monthly within 12 months from the date of death for a duration of **(3)** [1 year]. The amount will be equal to **(4)** [60%] of the Covered Person's last Gross Disability Payment.

If the Covered Person does not have any survivors, payment will be made to his estate. If there is no estate, no payment will be made. If payment becomes due to the Covered Person's children, then payment will be made to:

1. the children; or
2. a person We name to receive payments on behalf of the Covered Person's children.

This payment will be valid and effective against all claims by others representing or claiming to represent the Covered Person's children.

{The Covered person may choose to receive his Family Income Benefit prior to his death if:

1. he has been diagnosed as having a life expectancy of less than **(5)** [12 months]; and
2. he is receiving monthly payments under the Policy.}

{The Covered Person must notify Us in writing of his choice to exercise this option. Additionally, his Physician must certify in writing that he has a life expectancy of less than **(5)** [12 months].}

If the Covered Person elects to receive this benefit prior to his death, no Family Income Benefit will be payable upon his death.

The Family Income Benefit is paid in addition to any other payments the Covered Person receives under this Plan.}

**{COST OF LIVING ADJUSTMENT BENEFIT UNDER THE {WORKING RETURNS} LONG TERM
DISABILITY INSURANCE**

After the Covered Person has been receiving benefits for one full year, his Gross Disability Payment will increase by **(1)** [1%] on the first anniversary of payments. Payments will continue to increase on each anniversary thereafter **(2)** [until the Covered Person has received 5 adjustments].

The Covered Person will no longer be eligible to receive a Cost of Living Adjustment on the **(3)** [earliest of:

1. the date he has received 5 adjustments; or]
2. the date his Disability benefits terminate.

The Cost of Living Adjustment Benefit is paid in addition to any other payments the Covered Person receives under the Policy. }

**{CATASTROPHIC DISABILITY BENEFIT UNDER THE {WORKING RETURNS} LONG TERM
DISABILITY INSURANCE**

We will pay a monthly Catastrophic Disability Benefit to the Covered Person when We receive proof that he is Disabled under the terms of this provision and is receiving a Monthly Payment under the Policy.

The Covered Person is Disabled under the terms of this provision when We determine that, due to his Sickness or Injury beginning after his effective date of insurance, he:

1. has lost the ability to safely and completely perform two or more Activities of Daily Living without another person's active assistance or verbal cueing; or
2. is Cognitively Impaired and needs another person's assistance or verbal cueing for his protection or for the protection of others; or
3. has a life expectancy of less than **(1)** [12 months].

The Catastrophic Disability benefit amount is a percentage of the Covered Person's Gross Disability Payment, not to exceed the Maximum Monthly Benefit. The Catastrophic Disability benefit percentage will be limited to the lesser of **(2)** [10%] of the Gross Disability Payment or **(3)** [\$1,000], not to exceed the Maximum Monthly Benefit.

The Covered Person will no longer be eligible to receive a Catastrophic Disability Benefit on the earliest of:

1. the date he is no longer Disabled under the terms of this provision;
2. the date he no longer has a loss of two or more Activities of Daily Living or is no longer Cognitively Impaired; or
3. the date his Long Term Disability benefits terminate under the Policy.

The Catastrophic Disability Benefit is paid in addition to any other payments the Covered Person receives under the Policy.

Activities of Daily Living means:

1. bathing – the ability to wash oneself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower.
2. dressing – the ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs.
3. toileting – the ability to get to and from the toilet, get on and off the toilet and perform associated personal hygiene.
4. transferring – the ability to move into or out of a bed, chair or wheelchair.
5. continence – the ability to maintain control of bowel and bladder functions; or, when unable to maintain control of bowel and bladder function, the ability to perform associated personal hygiene including caring for catheter or colostomy bag.
6. eating – the ability to feed oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.

Cognitively Impaired means: the Covered Person suffers a deficiency in short or long-term memory, orientation as to person, place and time, deductive or abstract reasoning, or judgment as it relates to safety awareness. The impairment must be measurable according to generally accepted medical standards.}

**{PROGRESSIVE DISEASE BENEFIT UNDER THE {WORKING RETURNS} LONG TERM
DISABILITY INSURANCE**

The Progressive Disease Benefit provides protection to the Covered Person's level of earnings at the time he is diagnosed with a Progressive Disease.

To be eligible to receive a Progressive Disease Benefit, the Covered Person must be diagnosed with and Disabled as a result of a Progressive Disease after he becomes insured under the Policy. He must provide Us with proof of a medical diagnosis of a Progressive Disease made by his Physician.

If the Covered Person becomes Disabled due to a Progressive Disease, his Pre-Disability Monthly Earnings will be determined based on the greater of:

1. his Pre-Disability Monthly Earnings at the time proof of a medical diagnosis is provided to Us; or
2. his Pre-Disability Monthly Earnings at the time he becomes Disabled according to the provisions of the Policy.

Progressive Disease means: for purposes of this Progressive Disease Benefit, a non-infectious disease or disorder of indefinite duration that causes the Covered Person to gradually become Disabled as the disease or disorder becomes more severe, or the symptoms of the disease become more frequent to cause the Covered Person to slowly be unable to perform the duties of his Regular Occupation. }

{PORTABILITY UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE

If the Covered Person's insurance under the Policy ends because his employment with the Employer ends, then he may choose to continue his Group Long Term Disability Insurance without providing evidence of insurability.

The Covered Person must be insured under the Policy for at least **(1)** [12 months] prior to the date his employment ends.

The Covered Person is not eligible to continue his insurance if:

1. he is Disabled under the terms of the Policy; or
2. he has recovered from a Disability under the terms of the Policy, but did not choose to return to work with the Employer; or
3. he failed to pay premium for the cost of his insurance; or
4. he is on an approved Leave of Absence; or
5. he retires; or
6. he is or becomes insured under another group long term disability policy; or
7. the Policy terminates.

Retire means: for purposes of this Portability benefit, the Covered Person has concluded his working career on a full-time basis and:

1. he is receiving payments from a governmental retirement plan or any Employer;
2. he is receiving Social Security Retirement benefits; or
3. he is no longer seeking active, full-time employment.

To apply for Portability insurance, within **(2)** [30 days] of the date the Covered Person's insurance ends he must:

1. submit a written application to Us; and
2. pay the first month's premium.

If the above conditions are met, such insurance will:

1. be issued without evidence of insurability; and
2. continue in effect for **(3)** [12 months] provided the Covered Person continues to pay the cost of his insurance.

During the time Portability insurance is in effect, any benefits paid will be based on the Covered Person's Pre-Disability Monthly Earnings as calculated just prior to the time his employment with the Employer ended.

The Portability insurance will end on the earliest of:

1. the date the Covered Person fails to pay the required premium;
2. the date he retires;
3. the date he becomes insured under any other group long term disability policy;
4. the date the Policy terminates; or
5. the date following **(3)** [12 months] of Portability insurance.

Employees rehired after porting insurance must either lapse that insurance or provide evidence of insurability. }

**{PENSION CONTRIBUTION BENEFIT UNDER THE {WORKING RETURNS} LONG TERM
DISABILITY INSURANCE**

The Covered Person is eligible for a Pension Contribution Benefit if he:

1. becomes Disabled while he is participating in his Employer's Pension Plan; and
2. remains continuously Disabled for **(1)** [12 months]; and
3. is receiving a Monthly Payment under the Policy.

We will pay the Pension Contribution Benefit to the trustee or Administrator of the Covered Person's Pension Plan or if the plan cannot accept contributions for the Covered Person, into a flexible premium deferred annuity that is established and maintained by the Covered Person. The benefit will be the lesser of:

1. the Pension Contribution Benefit percentage of **(2)** [1%] multiplied by the Covered Person's Pre-Disability Monthly Earnings; or
2. the average amount of the monthly tax deferred contributions the Covered Person or his Employer made to the Pension Plan during the **(3)** [12 calendar months] prior to becoming Disabled under the Policy; or
3. **(4)** [\$1,000].

Payments under the Pension Contribution Benefit are made according to the rules and regulations of the Internal Revenue Service and the provisions of the Covered Person's Pension Plan. Any such payment that cannot be paid to the trustee or administrator of the Covered Person's Pension Plan will be paid to a deferred annuity account designated by the Covered Person.

The Pension Contribution Benefit will terminate on the earliest of:

1. the date the Covered Person is no longer Disabled;
2. the end of the Maximum Benefit Period;
3. the date benefits would otherwise terminate under the Termination of Benefits provision of the Policy;
or
4. the date the Covered Person dies.

Pension Plan means: for the purpose of this Pension Contribution Benefit, a qualified defined contribution pension plan, profit sharing plan, or other plan approved by Us, in which the Covered Person is participating as a result of his employment with the Employer.

The Pension Contribution Benefit is paid in addition to any other payments the Covered Person receives under the Policy. }

{SPOUSAL DISABILITY BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE

The Covered Person's Spouse is eligible for insurance if the Covered Person is Actively at Work. The insurance available is limited to the provisions in this Spousal Disability Benefit.

Effective Date of Spouse's Insurance: The insurance is effective on the later of:

1. The date the Covered Person's insurance is effective under the Policy; or
2. The date the Spouse becomes eligible.

We will delay the effective date of Spousal Disability insurance if the Spouse is Disabled as defined in this Spousal Disability Benefit. Insurance will begin on the date the Spouse is no longer Disabled as defined in this Spousal Disability Benefit.

In the event that the Covered Person doesn't enroll for insurance under the Policy when first eligible or within the **(1)** [30 days] following the date of first being eligible, then the Spouse is not eligible for this disability insurance.

Disabled means: for purposes of this Spousal Disability Benefit, that due to Injury or Sickness, the Covered Person's Spouse:

1. has lost the ability to safely and completely perform two or more Activities of Daily Living without another person's active assistance or verbal cueing; or
2. is Cognitively Impaired and needs another person's assistance or verbal cueing for his protection or for the protection of others; or
3. has a life expectancy of less than **(2)** [6 months].

We require the Spouse to be under the Regular Care of a Physician for the Sickness or Injury causing Disability in order to be eligible to receive payments.

We may require the Spouse to be examined as often as is reasonably necessary, by a Physician, other medical practitioner or vocational expert of Our choice. We will pay for this examination. In addition, We may require an interview between the Covered Person's Spouse and an authorized representative of Ours.

The Spouse's Disability must continue through the Covered Person's Elimination Period before We begin making payments. The Elimination Period begins on the first day that the Spouse meets the benefit eligibility requirements.

General Exclusions: We will not cover a Disability if it is due to:

1. an act or accident of war, declared or undeclared, whether civil or international, and any substantial armed conflict between organized forces of a military nature;
2. intentionally self-inflicted Injuries;
3. active participation in a riot;
4. committing or attempting to commit a felony; or
5. cosmetic or elective surgery.

We will not make a payment for any period of time during which the Spouse is incarcerated { or under House Arrest}. The Maximum Benefit Period will be reduced by the amount of time the Spouse is incarcerated {or under House Arrest } after completion of the Elimination Period. No benefit is payable for any period over **(3)** [30 consecutive days] during which the Spouse is outside of the United States or its territories.

SPOUSAL DISABILITY BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE (continued)

Activities of Daily Living means:

1. bathing – the ability to wash oneself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower.
2. dressing – the ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs.
3. toileting – the ability to get to and from the toilet, get on and off the toilet and perform associated personal hygiene.
4. transferring – the ability to move into or out of a bed, chair or wheelchair.
5. continence – the ability to maintain control of bowel and bladder functions; or, when unable to maintain control of bowel and bladder function, the ability to perform associated personal hygiene including caring for catheter or colostomy bag.
6. eating – the ability to feed oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.

Cognitively Impaired means: the Covered Person suffers a deficiency in short or long-term memory, orientation as to person, place and time, deductive or abstract reasoning, or judgment as it relates to safety awareness. The impairment must be measurable according to generally accepted medical standards.

{House Arrest means: any restriction placed on the Covered Person’s movement outside of his home by a court of competent jurisdiction. Compliance with such restriction is regularly monitored using electronic or other means. }

Benefit Amount: The Covered Person’s Spouse may receive a monthly payment of **(4)** [\$1,000]. Payments under this Spousal Disability Benefit have a cumulative lifetime Maximum Benefit Period of **(5)** [12 months].

Termination of Benefits: Payments for the Covered Person’s Spouse will end on the earliest of the following dates:

1. The date he is no longer Disabled;
2. The date he has received payments for the Maximum Benefit Period; or
3. The date he dies.

{(6) [Pre-Existing Condition Exclusion: We will not cover any Disability that is caused or contributed to by a Pre-Existing Condition if it begins during the first 24 months after the Spouse’s effective date of insurance.]}

{(7) [Pre-Existing Condition means: for purposes of this Spousal Disability benefit, any Sickness or Injury including Mental Illness, Substance Abuse or Subjective Symptoms for which the Covered Person’s Spouse, within 12 months prior to his Spouse’s effective date of insurance:

1. was diagnosed by or received Treatment from a legally qualified Physician; or
2. had symptoms for which an ordinarily prudent person would have sought Treatment.]}

Notice of Claim: Written notice of a claim must be given to Us at Our Home Office within **(8)** [30 days] after the date the Spouse’s Disability begins. If it is not possible, written notice must be given as soon as it is reasonably possible to do so

The claim form is available from the Covered Person’s Employer, or can be requested from Us. If the Spouse does not receive the form from Us within **(9)** [15 days] of his request, written proof of claim should be sent to Us without waiting for the form. Written proof should establish facts about the claim such as date of occurrence, nature and extent of the Disability.

Filing a Claim: The Spouse and the Covered Person’s Employer must fill out their own section of the claim

SPOUSAL DISABILITY BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE (continued)

form and then give it to the Spouse's attending Physician. The Physician should fill out his section of the form and send it directly to Us.

Proof of Claim: Written proof of claim must be filed within **(10)** [90 days] after the Spouse's Elimination Period ends. However, if it is not possible to give proof within **(10)** [90 days], it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

Proof of claim must include:

1. the date the Spouse's Disability began;
2. appropriate documentation of the Disabling disorder;
3. the extent of the Spouse's Disability;
4. the name and address of any Hospital or Medical Facility where the Spouse received Treatment;
5. the name and address of all Physicians providing Regular Care or specialty care.

We may request that the Spouse send proof of continuing Disability, satisfactory to Us, indicating that he is under the Regular Care of a Physician. This proof, provided at the Covered Person's expense, must be received within **(11)** [30 days] of a request by Us.

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

Payment of Claim: All benefits are payable to the Covered Person's Spouse. If a benefit is payable to the Spouse's estate, to a minor or to someone who is not competent to give a valid release, We have the right to pay up to **(12)** [\$1,000] to any of the Spouse's relatives whom We consider entitled. Any amount We pay in good faith releases Us from further liability, but only for the amount paid.

Overpayment of Claim: We have the right to recover any overpayments due to:

1. fraud; and
2. any error We make in processing a claim.

The Covered Person's Spouse must reimburse Us in full. We will determine the method by which the repayment is to be made. We have the right to recover overpayment from the Spouse if living, otherwise children under the age of **(13)** [21] or estate.

Termination of Insurance: The Spouse's insurance will end on the earliest of the following:

1. the date the Covered Person's insurance under the Policy terminates;
2. the date the Spouse is no longer eligible for this insurance;
3. the date the Policy terminates;
4. the date Spousal Disability insurance under the Policy terminates; or
5. **(14)** [the last day for which premium for the Spouse's insurance has been paid]. }

**{EDUCATION BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY
INSURANCE**

If the Covered Person is Disabled and receiving a Monthly Payment under the Policy, he will receive a monthly Education Benefit of **(1)** [\$100] for each child who is an Eligible Student as defined in this Policy.

Benefits will be payable in between terms as long as the Eligible Student is enrolled for the next scheduled term.

{For each Eligible Student,} Education Benefits will end on the earliest of the following:

1. the date the Child is no longer an Eligible Student; or
2. any other date Monthly Payments would stop in accordance with the Policy; or
3. the date We have paid **(2)** [48] monthly Education Benefits.

The Education Benefit is paid in addition to any other payments the Covered Person receives under the Policy. }

{ACCELERATED BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE

We will pay a lump sum Accelerated Benefit to a Covered Person if he:

1. meets the definition of Disabled under the Policy;
2. is certified as having a life expectancy of less than **(1)** [6 months]; and
3. makes a written request for this benefit.

We may, at Our option, confirm the terminal illness diagnosis with a second medical exam performed by a Physician of Our choosing at Our own expense.

The Accelerated Benefit:

1. will be an amount equal to the Covered Person's Monthly Payment for **(1)** [6] months;
2. is payable one time only for any one Covered Person insured under the Policy;
3. is payable to a Covered Person only while he is living; and
4. is payable in addition to the Monthly Payment otherwise payable under the Policy. }

{ENVIRONMENTAL WORKPLACE BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE

We will pay a benefit if a Covered Person is unable to perform some or all of the Material and Substantial Duties of his Regular Occupation strictly as a result of an Environmental Workplace Hazard. To qualify for the Environmental Workplace Benefit, the Covered Person must have certification from a Physician that his inability to perform some or all of the Material and Substantial Duties of his Regular Occupation is directly the result of an Environmental Workplace Hazard.

To be eligible to receive this benefit, the Covered Person must work with Our rehabilitation program specialist to:

1. retrain for an existing job with his Employer; or
2. explore alternative employment if a job is not available with his Employer; and
3. undertake any specialized training necessary to become actively employed.

To assist the Covered Person with retraining and his search for alternative employment, We will provide the following services:

1. counseling to help the Covered Person focus on existing abilities to transition him into productive employment;
2. exploring internal career development options with his Employer to assist the Covered Person in finding suitable employment with his Employer. (Options could include on-the-job training or assisting with trial work periods);
3. initiating a vocational evaluation to enable the Covered Person and his Employer to identify transferable skills and any additional training;
4. other individualized rehabilitation services that can be performed such as:
 - a. work station analysis to identify any modifications or adaptations which may help the Covered Person become productive; and
 - b. therapy to help strengthen or restore the Covered Person's physical capabilities; and
 - c. provide analysis to determine if any special equipment is necessary to assist the Covered Person in returning to work.

The benefit payable to the Covered Person will be the Monthly Payment payable under the Policy less **(1)** [50%] of any earnings the Covered Person receives while in a retraining program.

The Environmental Workplace Hazard Benefit will no longer be payable on the earliest of the following dates:

1. the date the Covered Person has received **(2)** [6] monthly payments;
2. the date the Covered Person is employed on a full-time basis with his Employer or another Employer as a result of retraining, rehabilitation intervention or changes made in the Covered Person's physical work environment; or
3. the date benefits would otherwise terminate under the Termination of Benefits provision of the Policy.

Environmental Workplace Hazard means: for purposes of this Environmental Workplace Benefits, a condition within the Covered Person's work environment that inhibits or prohibits the Covered Person from being Actively at Work and performing all of the Material and Substantial Duties of his Regular Occupation as defined in the Policy. Such hazards can include but are not limited to the following:

1. temporary workplace construction; or
2. prolonged equipment usage. }

**{EXTENDED EARNINGS PROTECTION BENEFIT UNDER THE {WORKING RETURNS} LONG
TERM DISABILITY INSURANCE**

The Extended Earnings Protection Benefit protects the Covered Person's (1) [Indexed] Pre-Disability Monthly Earnings after he has returned to Active Work immediately following a period of Disability as defined under the Policy. To qualify for the Extended Earnings Protection Benefit, the Covered Person must:

1. have been Disabled and receiving a Monthly Payment just prior to returning to Active Work for his Employer;
2. be performing all of the Material and Substantial Duties of his Regular Occupation on a full-time basis;
3. as a result of his Disability, be earning less than (2) [60%] of his (3) [Indexed] Pre-Disability Monthly Earnings.

The Extended Earnings Protection Benefit will be calculated as follows:

1. Multiply his Pre-Disability Monthly Earnings by the Benefit Percent.
2. Compare the result in Step 1 with the Maximum Monthly Benefit. The lesser of these two amounts is the Covered Person's Gross Disability Payment.
3. Next, subtract the Covered Person's Disability Earnings from his (3) [Indexed] Pre-Disability Monthly Earnings.
4. Divide the result in Step 3 by the Covered Person's (3) [Indexed] Pre-Disability Monthly Earnings. This is the Covered Person's percentage of lost earnings.
5. Subtract any Other Income Benefit amounts from the Covered Person's Gross Disability Payment, as calculated above.
6. Multiply the amount determined in Step 5 by the amount determined in Step 4.
7. The result is the Covered Person's Monthly Payment.

The Extended Earnings Protection Benefit will terminate on the earliest of the following dates:

1. the date (4) [6] monthly payments have been paid under this benefit.;
2. the date the Covered Person fails to submit proof of his current earnings;
3. the date the Covered Person's current earnings exceed (5) [60%] of his (6) [Indexed] Pre-Disability Monthly Earnings;
4. the date the Covered Person reaches the end of the Maximum Benefit Period shown in the Schedule of Benefits; or
5. the date the Covered Person dies.}

**{HOSPITAL CONFINEMENT INCOME BENEFIT UNDER THE {WORKING RETURNS} LONG TERM
DISABILITY INSURANCE**

We will pay a Hospital Confinement Income Benefit if, as a result of a Sickness or Injury that leads to Disability, a Covered Person is Hospital Confined for more than **(1)** [7] consecutive days. We will pay the Covered Person **(2)** [\$100] per day for a period not to exceed **(3)** [30 days]. Benefits are retroactive to the first day of Hospital Confinement.

If the Covered Person has more than one period of Hospital Confinement for the same Disability, We will consider it one period of Hospital Confinement if the Hospital Confinements are separated by a period of no more than **(4)** [3] months.

The Hospital Confinement Income Benefit is paid in addition to any other payments the Covered Person receives under the Policy.

Hospital Confined or Hospital Confinement means: the Covered Person is admitted as an inpatient in a Hospital or Medical Facility for a period of at least 24 hours for the condition resulting in his Disability. }

{INFECTIOUS DISEASE BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE

We will pay an Infectious Disease Benefit to a Covered Person if he becomes infected with an Infectious Disease after the effective date of this benefit.

To be eligible to receive an Infectious Disease Benefit the Covered Person must continue to be Actively at Work in his Regular Occupation or another occupation for which he is reasonably qualified, or enter a rehabilitation program approved by Us and meet all of the following:

1. the Covered Person must provide proof that he has contracted an Infectious and Contagious Disease or tested HIV positive; and
2. the Infectious Disease is life threatening to those individuals the Covered Person comes in contact with while performing his Regular Occupation; and
3. the Covered Person must suffer an earnings loss in excess of (1) [50%] of his (2) [Indexed] Pre-Disability Earnings; and
4. be unable to perform all of the Material and Substantial Duties of his Regular Occupation on a full-time basis due to one or more of the following restrictions placed on him as a result of testing positive for an Infectious Disease:
 - a. limitations or restrictions placed on his license by a Licensing Board, Law or Regulation; or
 - b. loss of license; or
 - c. loss of earnings as a result of voluntary or involuntary disclosure of an Infections Disease.

Infectious and Contagious Disease means: for purposes of this Infectious Disease Benefit, a disease which must be reported to the Center for Disease Control, and is life threatening to the Covered Person or any other individual he may come in contact with while performing his Regular Occupation.

The Covered Person will be eligible for benefits under this provision after he has satisfied the Elimination Period. The Infectious Disease Benefit will be calculated as follows:

1. Multiply his Pre-Disability Monthly Earnings by the Benefit Percent.
2. Compare the result in Step 1 with the Maximum Monthly Benefit. The lesser of these two amounts is the Covered Person's Gross Disability Payment.
3. Next, subtract the Covered Person's Disability Earnings from his (2) [Indexed] Pre-Disability Monthly Earnings.
4. Divide the result in Step 3 by the Covered Person's (2) [Indexed] Pre-Disability Monthly Earnings. This is the Covered Person's percentage of lost earnings.
5. Subtract any Other Income Benefit amounts from the Covered Person's Gross Disability Payment, as calculated in Step 2 above.
6. Multiply the amount determined in Step 5 by the amount determined in Step 4. The result is the Covered Person's Monthly Payment.

The Infectious Disease Benefit will no longer be payable on the earliest of the following dates:

1. the date the Covered Person becomes Disabled under the terms of the Policy;
2. the date the Covered Person dies;
3. the date the Covered Person has received Infectious Disease Benefit payments for (3) [2 years].
4. the end of the Maximum Benefit Period.}

**{MEDICAL PREMIUM SUPPLEMENT BENEFIT UNDER THE {WORKING RETURNS} LONG TERM
DISABILITY INSURANCE**

If the Covered Person has been Disabled under the Policy for at least **(1)** [6] months, and is receiving a Monthly Payment under the Policy, he will become eligible to receive a Medical Premium Supplement Benefit once we receive the following information:

1. proof that the Covered Person was insured under the Employer's group medical plan on the date of disability ;
2. proof that the Covered Person's insurance under the Employer's group medical plan is being terminated; and
3. proof that the Covered Person has arranged for alternate coverage under a medical plan, either through COBRA continuation, or otherwise.

The amount of the monthly Medical Premium Supplement Benefit will be **(2)** [\$200 per month]. {The Medical Premium Supplement Benefit will be paid on the Covered Person's behalf to his Employer for continued payment of the cost of the Covered Person's medical insurance under his Employer-sponsored group medical plan.} {The Medical Premium Supplemental Benefit will be paid to You.}

The Medical Premium Supplement Benefit will be payable until the earlier of:

1. the date the Covered Person's monthly disability payment ends;
2. the date the Covered Person ceases to provide Us with monthly proof of coverage under a medical plan;
3. the date the Policy terminates; or
4. the date the Covered Person has received **(3)** [12] monthly Medical Premium Supplement Benefit payments.

The Medical Premium Supplement Benefit is paid in addition to any other payments the Covered Person receives under the Policy. }

{HEALTH SCREENING BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE

We will pay the Covered Person up to **(1) [\$100]** per calendar year if he provides adequate proof to Us that he had any one of the following health screening tests performed. Only one health screening test will be covered per calendar year.

Health screening test is defined as:

- **(2)** [Stress test on a bicycle or treadmill
- Fasting blood glucose test
- Blood test for triglycerides
- Serum cholesterol test to determine level of HDL and LDL
- Bone marrow testing
- Breast ultrasound
- CA 15-3 (blood test for breast cancer)
- CA 125 (blood test for ovarian cancer)
- CEA (blood test for colon cancer)]
- Chest X-ray
- Colonoscopy
- Flexible sigmoidoscopy
- Hemocult stool analysis
- Mammography
- Pap smear
- PSA (blood test for prostate cancer)
- Serum Protein Electrophoresis (blood test for myeloma)
- Thermography]

This benefit will be paid as long as the Policy is in force and the Covered Person remains insured under the Policy. The benefit will be paid regardless of the results of the test. The Health Screening Benefit is paid in addition to any other payments the Covered Person receives under the Policy.}

{BUSINESS OVERHEAD BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE

The Covered Person's Employer will be eligible to receive a Business Overhead Benefit if the Employer is the Policyholder. This benefit will be paid if the Covered Person:

1. has an ownership interest in the company where he is employed;
2. is not Actively at Work and is unable to perform all of the Material and Substantial Duties of his Regular Occupation due to Sickness or Injury;
3. is not working at any job; and
4. meets the Elimination Period with a continued period of Disability.

The Business Overhead Benefit will be paid monthly. The amount will be the lesser of:

1. the Covered Person's Pre-Disability Monthly Earnings multiplied by **(1)** [10%]; or
2. the actual Monthly Business Office Overhead Expenses; or
3. the Covered Person's Maximum Monthly Benefit.

(2) [Monthly Business Office Overhead Expenses mean the expenses incurred in the operation of the business. They include only:

1. **(2)** [rent, electricity, heat, telephone, and water;
2. employees' salaries and payments for group insurance and pension plans;
3. monthly pro-rata portion of annual contributions and membership fees and dues;
4. accountants' services;
5. mortgage interest and real estate tax payments on business premises owned and used by the Covered Person in his profession;
6. mortgage interest and property tax payments on business equipment used in the Covered Person's office;
7. rental of business equipment (except automobiles or motor vehicles); and
8. other such expenses necessary to operate the business.]

If the office is jointly occupied, Monthly Business Office Overhead Expenses will mean the Covered Person's portion of such expenses.

Business Overhead Expenses do not include:

1. **(2)** [salary, fees, drawing account or any other remuneration for the Covered Person;
2. the cost of repair of office equipment; or
3. office supplies.]]

The Business Overhead Benefit will terminate on the earliest of the following dates:

1. the date the Covered Person has received a Business Overhead benefit for **(3)** [3 months];
2. the date the Covered Person no longer has an ownership interest in the company where he is employed; or
3. the date benefits terminate under the Termination of Benefits provision of the Policy.

The Business Overhead Benefit is paid in addition to any other payments the Covered Person receives under the Policy.}

{CHILD CARE EXPENSE BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE

While the Covered Person is participating in an approved Rehabilitation Program, We will pay a Child Care Expense Benefit when the Covered Person is Disabled and is incurring expenses to provide care to a Child under the age of **(1)** [13] or to a child age **(2)** [13] or older who needs ongoing personal care assistance.

The payment of the Child Care Expense Benefit will begin immediately after the Covered Person begins participating in the Rehabilitation Program.

The Child Care Expense Benefit will be paid monthly and determined as follows:

1. be **(3)** [\$100] per month per Dependent; and
2. not to exceed **(4)** [\$400] per month for all child care expenses combined.

To receive this benefit, the Covered Person must provide satisfactory proof that he is incurring expenses that entitle him to the Child Care Expense Benefit. Expenses must be charged by a child care provider who is licensed to provide such services in the jurisdiction in which the services are provided.

The Child Care Expense Benefit will end on the earlier of the following:

1. the date the Covered Person is no longer incurring child care expenses for dependents;
2. the date the Covered Person is no longer participating in an approved Rehabilitation program; or
3. the date benefits terminate under the Termination of Benefits provision of the Policy.

The Child Care Expense Benefit is paid in addition to any other payments the Covered Person receives under the Policy. }

**{SPOUSE AND ELDER CARE EXPENSE BENEFIT UNDER THE {WORKING RETURNS} LONG
TERM DISABILITY INSURANCE**

While the Covered Person is participating in an approved Rehabilitation Program, We will pay a Spouse and Elder Care Expense Benefit when the Covered Person is Disabled and is incurring expenses to provide care to a Disabled Eligible Family Member.

The payment of the Spouse and Elder Care Expense Benefit will begin immediately after the Covered Person begins participating in the Rehabilitation Program.

Our payment of the Spouse and Elder Care Expense Benefit will:

1. be **(1)** [\$200] per Eligible Family Member; and
2. not exceed **(2)** [\$400] for all Eligible Family Member expenses combined.

To receive this benefit, the Covered Person must provide satisfactory proof that he is incurring expenses that entitle him to the Spouse and Elder Care Expense Benefit. Expenses must be charged by a licensed adult care provider who is licensed to provide such services in the jurisdiction in which the services are provided.

The Spouse and Elder Care Expense Benefit will end on the earliest of the following:

1. the date the Covered Person is no longer incurring expenses for his Disabled Eligible Family Member ;
2. the date the Covered Person is no longer participating in an approved Rehabilitation program; or
3. the date benefits terminate under the Termination of Benefits provision of the Policy.

Eligible Family Members means: for purposes of this Spouse and Elder Care Expense Benefit, the Covered Person's Spouse, parents or grandparents who live with the Covered Person, and his Spouse's parents and grandparents who live with him.

Disabled Eligible Family Member means: for purposes of this Spouse and Elder Care Expense Benefit, that due to his Sickness or Injury, the Eligible Family Member:

1. has lost the ability to safely and completely perform two or more Activities of Daily Living without another person's active assistance or verbal cueing; or
2. is Cognitively Impaired and needs another person's assistance or verbal cueing for his protection or for the protection of others; or
3. has a life expectancy of less than **(3)** [6 months].

The Spouse and Elder Care Expense Benefit is paid in addition to any other payments the Covered Person receives under the Policy.

Activities of Daily Living means:

1. bathing – the ability to wash oneself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower.
2. dressing – the ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs.
3. toileting – the ability to get to and from the toilet, get on and off the toilet and perform associated personal hygiene.
4. transferring – the ability to move into or out of a bed, chair or wheelchair.
5. continence – the ability to maintain control of bowel and bladder functions; or, when unable to maintain control of bowel and bladder function, the ability to perform associated personal hygiene including caring for catheter or colostomy bag.
6. eating – the ability to feed oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.

Cognitively Impaired means: the Covered Person suffers a deficiency in short or long-term memory, orientation as to person, place and time, deductive or abstract reasoning, or judgment as it relates to safety awareness. The impairment must be measurable according to generally accepted medical standards. }

{MINIMUM INDEMNITY BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE

When Injury results in any of the Specific Losses listed below within **(1)** [100] days after the date of a Covered Person's accident, We will consider the Covered Person to be Disabled for purposes of this Minimum Indemnity Benefit. The Covered Person will be entitled to a Monthly Payment as calculated in the Calculating the Monthly Payment section of the Policy for the length of time stated below. He will not be required to complete the Elimination Period prior to receiving payments under this Benefit.

Specific Loss	Months Payable
(2) [Loss of both hands	48 months
Loss of both feet	48 months
Loss of the entire sight of both eyes	48 months
Loss of speech and hearing	48 months
Loss of one hand and one foot	48 months
Loss of one hand and the entire sight of one eye	48 months
Loss of one foot and the entire sight of one eye	48 months
Loss of one hand	24 months
Loss of one foot	24 months
Loss of the entire sight of one eye	24 months
Loss of speech or hearing	12 months
Loss of the thumb and index finger of the same hand	12 months]

(3) [Loss of sight means total and irrecoverable loss of sight. Loss of hands or feet means severance at or above the wrist or ankle. Loss of thumb and index finger means the actual, complete and permanent severance through or above the metacarpophalangeal joints. Loss of speech means the total and irrecoverable loss of speech. Loss of hearing means total and irrecoverable loss of hearing.]

The Covered Person must provide us with adequate proof of claim. The proof of claim must be signed by the Physician treating the condition that qualifies the Covered Person for benefits under this provision.

Any of the losses described above will be considered total and irrecoverable if such loss cannot be restored or corrected by medical or surgical Treatment.

If more than one loss results from any one accident, We will pay the Minimum Indemnity Benefit only for that loss with the greatest number of Months Payable.

The Minimum Indemnity Benefit will no longer be payable on the earliest of the following dates:

1. the date the Covered Person has received the number of Monthly Payments applicable to his Specific Loss; or
2. the date benefits would otherwise terminate under the Termination of Benefits provision of the Policy.

This Minimum Indemnity Benefit is paid in addition to any other payments the Covered Person receives under the Policy.}

{WORKING RETURNS} SHORT TERM DISABILITY INSURANCE FOR COVERED PERSON- Page(s) STD-UHC

Definition of Disabled or Disability:

1. The entire section is bracketed to accommodate a policyholder's specific requirements. For example, if group prefers, the word "Profession" to the word, occupation, the word profession may be substituted throughout.
2. In/out.
3. In/out.
4. **Material and Substantial Duties:** The bracketed [40 hours] may vary from 40 to 50 hours.

Regular Occupation:

5. The definition of regular occupation may vary to appropriately describe the occupations being insured.
6. The definition of Regular Occupation for Physicians may vary to appropriately describe the occupations being insured. "Occupation" may change to "Profession". If American Board of Medical Specialties changes its name, we will make the corresponding change.
7. Variable from 1-5 years or may change to may vary to meet group's specifications related to the profession / occupation.
8. The definition of Regular Occupation for Attorneys may vary to appropriately describe the occupations being insured.
9. Some items may not appear.

- The following definitions may be used depending upon the plan design sold.

Residual Disability Definition

[The Covered Person is Disabled or has a disability when We determine that:

1. he is unable to perform some or all of the Material and Substantial Duties of his Regular Occupation due to his Sickness or Injury;[and] [or]
2. he has a 20% or more loss in Pre-Disability Weekly Earnings due solely to the same Sickness or Injury.

If the Covered Person is working during the Elimination Period, the days that he is working will count towards satisfying his Elimination Period, provided he meets the Definition of Disability/Disabled.]

Partial Disability Benefit Definition

[The Covered Person is Disabled or has a disability when We determine that:

During the Elimination Period, the Covered Person is Disabled when We determine that:

1. he is unable to perform all of the Material and Substantial Duties of his Regular Occupation due to Sickness or Injury; and
2. he is not working at any job.

After the Elimination Period, the Covered Person is Disabled when We determine that:

1. he is unable to perform some or all of the Material and Substantial Duties of his Regular Occupation due to his Sickness or Injury; [and] [or]
2. he has a 20% or more loss in Pre-Disability Weekly Earnings due solely to the same Sickness or Injury.]

Pre-Existing Condition Limitation:

10. The entire section is bracketed because the Pre-Existing Condition Limitation and Pre-Existing Condition Exclusion will not be used together in a given case. One or the other or neither will be used.
11. The bracketed [6 weeks] may vary from 6 weeks to 12 months.
12. The bracketed [12] months may vary from 3-12 months.
13. The bracketed [50%] may vary from 50%-60%.
14. The bracketed \$250 is bracketed to accommodate a policyholder's specific requirements.
15. The bracketed [6 weeks] may vary from 6 weeks to 12 months.

Pre-Existing Condition Exclusion:

16. The entire section is bracketed because the Pre-Existing Condition Limitation and Pre-Existing Condition Exclusion will not be used together in a given case. One or the other or neither will be used.
17. Will reflect the timeframes in items 18 and 20 below.
18. The bracketed [12] months may vary from 3-12 months.

Pre-Existing Condition:

19. Will be modified so that the words "Substance Abuse" and /or "Subjective Symptoms" may be omitted.
20. The bracketed [3] months may vary from 6 weeks to 3 months.
21. **Mental Illness:** This definition may vary in response to advances in medical science.
22. **Subjective Symptoms:** This definition may vary in response to advances in medical science.

DESCRIPTION OF VARIABLES

Calculating the Weekly Payment

23. The bracketed reference to benefit percent and maximum weekly benefit may be deleted or modified as appropriate if a flat benefit amount is sold.
24. The entire section is bracketed to accommodate a policyholder's specific requirements.

- The following text may be included if part of a sold case.

If the Covered Person is Disabled and working earnings between 20% and 80% of his Pre-Disability Weekly Earnings:

Standard Calculation:

[The Covered Person's Weekly Payment will be determined as follows:

1. Multiply his Pre-Disability Weekly Earnings by the Benefit Percentage.
2. From 100% of his Pre-Disability Weekly Earnings subtract any Other Income Benefits, and any income he earns or receives from any form of employment.
3. Compare the results from Steps 1 and 2 with the Maximum Weekly Benefit.
4. The lesser of the amounts from Step 3 is the amount We will pay the Covered Person each week.]

Work Incentive Benefit Calculation:

[The Covered Person's Weekly Payment will be determined as follows:

1. Add the Covered Person's weekly Disability Earnings to his weekly Gross Disability Payment, as calculated above.
2. Compare the result in Step 1 to his Pre-Disability Weekly Earnings.
3. If the result from Step 2 is less than or equal to 100% of the Covered Person's Pre-Disability Weekly Earnings, We will not further reduce his Weekly Payment, as calculated above.
4. If the result in Step 2 is greater than 100% of the Covered Person's Pre-Disability Weekly Earnings, We will subtract the amount over 100% from his Weekly Payment, as calculated above. This is the amount We will pay the Covered Person each week.]

Flat Benefit:

[The Covered Person's Weekly Payment is [\$300][, not to exceed [70%] of his Pre-Disability Weekly Earnings.]

Other Income Benefits:

25. In/out.
26. In/out.
27. The bracketed text that states that we will not reduce benefits by the Social Security retirement amount for a Covered Person who began his disability after his 70th birthday may vary to liberalize how we address Social Security retirement benefits.
28. Employee may change to another term, such as "Member" or may reference a specific category of Covered Persons, e.g. Senior Managers, Floor Managers.
29. Items included in the list of amounts we will not subtract from the Covered Person's Gross Disability Payment may be deleted. Items removed from the Other Income Benefits list of offsets may be shown here if deleted from the Other Income Benefits list.
30. Employee(s) may change to another term, such as "Member(s)" or may reference a specific category of Covered Persons, e.g. Senior Managers, Floor Managers.
31. **Recurrent Disability:** The bracketed [7] days is variable to 30 days.
32. **Multiple Causes:** In/out.

Rehabilitation Services:

33. **Good cause definition:** The bracketed [5%] may vary to 10%.
34. **Gainful Occupation definition:** The definition of gainful occupation may vary to appropriately describe the occupations being insured.
35. **Gainful Occupation definition:** The bracketed [6 months] may vary to 12 months.
36. **Gainful Occupation definition:** The bracketed [3 weeks] may vary to 6 weeks.
37. **Employee Outreach Services:** Employee may change to another term, such as "Member" or may reference a specific category of Covered Persons, e.g. Senior Managers, Floor Managers.

Termination of Benefits:

38. In/out.
39. The bracketed text [6] months in item 9 may vary within the range of 6-12 months.
40. The bracketed text [12] consecutive months in item 9 may vary within the range of 12-24 months.
41. **General Exclusions:** In/out.

Notice of Claim:

DESCRIPTION OF VARIABLES

42. The [30 day] written notice of claim may vary within the range of 30 – 180 days.
 43. The [15 days] allowed for an insured to receive a claim form from us may vary within the range of 15-30 days.
- Proof of Claim:**
44. The bracketed [90 days] may vary within the range of 90-180 days.
 45. The [30 days] written notice of claim may vary within the range of 30 – 180 days.
 46. **Payment of Claim:** The bracketed [\$1,000] may vary to \$2,000 but will always remain within the limits of state laws.
 47. **Overpayment of Claim:** The bracketed age limit of [21] may vary within the range of ages 21-25.
 48. **Legal Action:** The bracketed [60] days may vary within the range of 60-180 days.

LUMP SUM SURVIVOR BENEFIT UNDER THE {WORKING RETURNS} SHORT TERM DISABILITY INSURANCE - Page(s) LMP SUM-STD-UHC

1. The bracketed age limit of [21] may vary within the range of ages 21-25.
2. The [3 weeks] may vary within the range of 3-12 weeks.
3. The bracketed text [Net Disability Payment] may be changed to “Gross Disability Payment”. If changed, the definition of Net Disability Payment will be deleted.
4. The [\$1,000] maximum may vary within the range of \$1,000-\$5,000.
5. The bracketed [15] consecutive days may vary within the range of 5-15 consecutive days.
6. The bracketed 6 months may vary to 12 months.
 - The following text may be added after the last sentence “However, We will first apply the survivor benefit to any overpayment which may exist on his claim.”

CATASTROPHIC DISABILITY BENEFIT UNDER THE {WORKING RETURNS} SHORT TERM DISABILITY INSURANCE - Page CATA-STD-UHC

1. The bracketed 6 months may vary to 12 months.
2. In/out.
3. The percentage is variable from 1% to 40%.
4. The bracketed \$1,000 may vary up to \$5,000.

{WORKING RETURNS} LONG TERM DISABILITY INSURANCE FOR COVERED PERSON - Page(s) LTD-UHC

Definition of Disabled or Disability:

1. The entire section is bracketed to accommodate a policyholder’s specific requirements. For example, if group prefers, the word “Profession” to the word, occupation, the word profession may be substituted throughout.
2. In/out.
3. In/out.

The text filed represents the most restrictive definition of Disability. It may be varied to allow for any combination of the following components of the definition:

A period of Total Disability Required:

- Total Disability required through the Elimination Period only (known as Partial Disability)
- No period of Total Disability required at any point (known as Residual Disability)

Earnings loss test:

The earnings loss test will be as follows:

- 80% earnings loss test (Total Disability)
- 20% earnings loss test (Partial or Residual Disability)
- The earnings loss test may be removed during the Elimination Period.

Regular Occupation Test:

- Regular Occupation test for the entire benefit duration.
 - Regular Occupation test for the first 12, 24, 36, 48 or 60 months, any Gainful Occupation test thereafter.
 - Any Gainful Occupation test for the entire benefit duration.
 - Regular Occupation test for the first 12, 24, 36, 48, 60 months, any Gainful Occupation test and an ADL loss, Cognitive Impairment or a life expectancy of less than 12 months thereafter.
4. **Material and Substantial Duties:** The bracketed [40 hours] may vary from 40 to 50 hours.

Regular Occupation:

5. The definition of Regular Occupation for Physicians may vary to appropriately describe the occupations being insured. “Occupation” may change to “Profession”. If American Board of Medical Specialties changes its name, we will make the corresponding change.

DESCRIPTION OF VARIABLES

6. Variable from 1-5 years or may change to may vary to meet group's specifications related to the profession / occupation.
7. The definition of Regular Occupation for Attorneys may vary to appropriately describe the occupations being insured.
8. **Gainful Occupation definition:** The bracketed [6 months] may vary to 12 months.
 - The following definitions may be used depending upon the plan design sold. If the ADL loss or Cognitive Impairment test are used, the following definitions will be included:

Activities of Daily Living: means:

1. bathing – the ability to wash oneself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower.
2. dressing – the ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs.
3. toileting – the ability to get to and from the toilet, get on and off the toilet and perform associated personal hygiene.
4. transferring – the ability to move into or out of a bed, chair or wheelchair.
5. continence – the ability to maintain control of bowel and bladder functions; or, when unable to maintain control of bowel and bladder function, the ability to perform associated personal hygiene including caring for catheter or colostomy bag.
6. eating – the ability to feed oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.

Cognitively Impaired means: the Covered Person suffers a deficiency in short or long-term memory, orientation as to person, place and time, deductive or abstract reasoning, or judgment as it relates to safety awareness. The impairment must be measurable according to generally accepted medical standards.}

9. **Transplant Benefit:** The bracketed [12 months] may be a longer period requested by the policyholder.

Calculating the Monthly Payment:

10. The bracketed reference to benefit percent and maximum weekly benefit may be deleted or modified as appropriate if a flat benefit amount is sold.
11. The entire section is bracketed to accommodate a policyholder's specific requirements to calculate the covered Person's Monthly Payment as follows:

If the All Sources are sold:

[Calculate the Covered Person's Monthly Payment as follows:

1. Multiply the Covered Person's Pre-Disability Monthly Earnings by the Benefit Percent.
2. Multiply his Pre-Disability Monthly Earnings by [70%]. Subtract all Other Income Benefit amounts.
3. Compare the results from Step 1 and Step 2 with the Maximum Monthly Benefit.
4. The least amount from Step 3 is the Covered Person's Monthly Payment.

Note: the bracketed [70%] may vary between 50% and 80%.

If the Backdoor Calculation is sold:

[Calculate the Covered Person's Monthly Payment as follows:

1. Multiply the Covered Person's Pre-Disability Monthly Earnings by the Benefit Percent. Subtract all Other Income Benefit amounts *except* any disability and retirement benefits his spouse or his children receive or are eligible to receive as a result of the Covered Person's Disability.
2. Multiply the Covered Person's Pre-Disability Monthly Earnings by [70%]. Subtract all Other Income Benefit amounts.
3. Compare the results from Step 1 and Step 2 with the Maximum Monthly Benefit.
4. The least amount from Step 3 is the Covered Person's Monthly Payment.

Note: the bracketed [70%] may vary between 50% and 80%.

12. In/out.
13. In/out.
14. The entire section is bracketed to accommodate a policyholder's specific requirements to calculate the Covered Person's Monthly Payment as follows:

If the Monthly Payment Limit Calculation is sold:

[Calculate the Covered Person's Monthly Payment as follows:

1. Multiply the Covered Person's Pre-Disability Monthly Earnings by the Benefit Percent. Subtract all Other Income Benefit amounts EXCEPT benefits received through any other group disability insurance policy and any group insurance association plan.

DESCRIPTION OF VARIABLES

2. Add to the amount determined in Step 1 any benefits received through any other group disability insurance policy, any group insurance association plan and any individual disability policy.
 3. If the amount determined in Step 2 **does not** exceed 70% of the Covered Person's Pre-Disability Monthly Earnings, the Covered Person's Monthly Payment will be the amount determined in Step 1.
 4. If the amount determined in Step 2 **does** exceed 70% of the Covered Person's Pre-Disability Monthly Earnings, the amount in excess of 70% will be used to reduce the amount determined in Step 1, and this will be the Covered Person's Monthly Payment.
15. The entire section is bracketed to accommodate a policyholder's specific requirements for the Work Incentive Benefit Calculation as follows:

[Work Incentive Benefit Calculation {50% Earnings Offset}:

When the Covered Person first returns to work during a period of disability, the Work Incentive Benefit establishes that, [for 12 months], his Monthly Payment, as determined above, will not be reduced as long as Payment does not exceed 100% of his [Indexed] Pre-Disability Monthly Earnings.

During the period of time that the Work Incentive Benefit applies:

1. Add the Covered Person's monthly Disability Earnings to his Gross Disability Payment, as calculated above.
2. Compare the result in Step 1 to his [Indexed] Pre-Disability Monthly Earnings.
3. If the result from Step 2 is less than or equal to 100% of the Covered Person's [Indexed] Pre-Disability Monthly Earnings, We will not further reduce his Monthly Payment, as calculated above.
4. If the result in Step 2 is greater than 100% of the Covered Person's [Indexed] Pre-Disability Monthly Earnings, We will subtract the amount over 100% from his Monthly Payment, as calculated above.

The result is the amount We will pay the Covered Person each month.

After the period of time that the Work Incentive Benefit applies:

1. Subtract from the Covered Person's Gross Disability Payment, as calculated above:
2. any Other Income Benefits; and
3. 50% of his monthly Disability Earnings.

The result is the amount We will pay the Covered Person each month.]

[Proportionate Loss Benefit Calculation:

1. Subtract the Covered Person's Disability Earnings from his [Indexed] Pre-Disability Monthly Earnings.
2. Divide the result in Step 1 by his [Indexed] Pre-Disability Monthly Earnings. This is his percentage of lost earnings.
3. Multiply the Covered Person's Monthly Payment, as calculated above, by the answer in Step two.

The result is the amount We will pay the Covered Person each month.]

[50% Earnings Offset Benefit Calculation:

1. Subtract from the Covered Person's Gross Disability Payment, as calculated above:
2. any Other Income Benefits; and
3. 50% of his monthly Disability Earnings.

The result is the amount We will pay the Covered Person each month.]

16. The bracketed text for [12 months] may vary from 6 to 24 months or may be removed if an unlimited duration feature is sold.
17. In/out.
18. **Indexed Pre-Disability Monthly Earnings:** The bracketed [5%] may vary to a percentage between 3% and 5%.

Fluctuation of Disability Earnings:

19. The bracketed text for [3 months] may vary from 3 to 24 months.
20. The bracketed [80%] may vary between 50% and 80%.
21. In/out.

Other Income Benefits

22. In/out.
23. In/out.
24. The bracketed text that states that we will not reduce benefits by the Social Security retirement amount for a Covered Person who began his disability after his 70th birthday may vary to liberalize how we address Social Security retirement benefits.

DESCRIPTION OF VARIABLES

25. Employee may change to another term, such as “Member” or may reference a specific category of Covered Persons, e.g. Senior Managers, Floor Managers.
26. In/out.
27. Employee may change to another term, such as “Member” or may reference a specific category of Covered Persons, e.g. Senior Managers, Floor Managers.
28. Items included in the list of amounts we will not subtract from the Covered Person’s Gross Disability Payment may be deleted. Items removed from the Other Income Benefits list of offsets may be shown here if deleted from the Other Income Benefits list.

Termination of Benefits:

29. In/out.
30. In/out.
31. The bracketed text [12 months] may vary from 6 to 24 months.
32. The bracketed [6 months] may vary from 6 to 12 months.
33. The bracketed text [12] consecutive months may vary from 6 to 24 months.
34. **Limitations:** All references to 12 months may change to 24.
35. **Mental Illness:** This definition may vary in response to advances in medical science.
36. **Subjective Symptoms:** This definition may vary in response to advances in medical science.

Pre-existing Condition Exclusion:

37. The entire section is bracketed because the numbers may vary.
38. Will reflect the timeframes in items 39 and 41 below.
39. The bracketed [24 months] may vary from 3 to 24 months.
40. In/out.
41. The bracketed [24 months] may vary from 3 to 24 months.
- The following options may be used:

Pre-Existing Condition Exclusion: 5-Day

The Plan will not cover any Disability that begins during the first 5 days of Active Work after the Covered Person’s Effective Date of insurance that is caused or contributed to by a Pre-Existing Condition.

Pre-Existing Condition Limitation [12 months]: We will pay a limited benefit for Disabilities caused or contributed to by a Pre-Existing Condition that begins during the first [12] months the Covered Person’s insurance is in effect. The benefit payable will be [40%-60%] of the Monthly Payment the Covered Person would have received had the Disability not been caused or contributed to by a Pre-Existing Condition, to a maximum of [\$\$500-\$5,000] per month. Benefits will not be paid beyond the earlier of [12] months or the Maximum Benefit Period.

42. **Pre-existing Condition:** The bracketed [12] months may vary from 3-12 months.

- The following options may be used:

Pre-Existing Condition means any Sickness or Injury including Mental Illness, Substance Abuse or Subjective Symptoms for which the Covered Person, within 30 days prior to his Effective Date of insurance:

1. was diagnosed by or received Treatment from a legally qualified Physician; or
2. had symptoms for which an ordinarily prudent person would have sought Treatment.

Pre-Existing Condition means any Sickness or Injury including Mental Illness, Substance Abuse or Subjective Symptoms for which the Covered Person, within [3] months prior to his Effective Date of insurance:

1. was diagnosed by or received Treatment from a legally qualified Physician; or
2. had symptoms for which an ordinarily prudent person would have sought Treatment.

43. Employee(s) may change to another term, such as “Members” or may reference a specific category of Covered Persons, e.g. Senior Managers, Floor Managers.

44. **Recurrent Disability:** The [6] may be varied to 3 months.

45. **Multiple Causes:** In/out.

Lump Sum Survivor Benefit:

46. The bracketed age limit of [21] may vary within the range of ages 21-25.
47. The [3 months] may vary to 6 months.
48. The bracketed text “Net Disability Payment] may be changed to “Gross Disability Payment”. If changed, a definition of Net Disability Payment will be deleted.
49. The bracketed [365 or more consecutive days] may vary within the range of 90-365 or more consecutive days.
50. The bracketed [6 months] may vary to 12 months.

Workplace Modification Benefit:

51. The bracketed [\$1,000] may vary to a different amount, but will not be more than \$5,000.

Rehabilitation Services:

DESCRIPTION OF VARIABLES

52. Either sentence will appear but not both.
53. The bracketed [5%] may vary to 10%.
54. The bracketed [3 months] may vary to 6 months.
55. **Employee Outreach Services:** Employee may change to another term, such as “Member” or may reference a specific category of Covered Persons, e.g. Senior Managers, Floor Managers.

Notice of Claim:

56. The [30 days] written notice of claim may vary within the range of 30 – 90 days.
57. The [15 days] allowed for an insured to receive a claim form from us may vary within the range of 15-30 days.

Proof of Claim:

58. The bracketed [90 days] may vary within the range of 90-180 days.
59. The [30 days] written notice of claim may vary within the range of 30 – 90 days.
60. **Payment of Claim:** The bracketed [\$1,000] may vary to \$2,000 but will always remain within the limits of state laws.
61. **Overpayment of Claim:** The bracketed age limit of [21] may vary within the range of ages 21-25.
62. **Legal Action:** The bracketed [60] days may vary within the range of 60-180 days.

FAMILY INCOME BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE - Page FAMINC-LTD-UHC

1. The bracketed age limit of [21] may vary within the range of ages 21-25.
2. The bracketed “180 or more consecutive days” may vary to 3 or more consecutive months.
3. The bracketed [1 year] may vary to 2 years.
4. The bracketed [60%] may change to 66 2/3%.
5. The bracketed [12 months] may change to 24 months.

COST OF LIVING ADJUSTMENT BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE - Page COLA-LTD-UHC

1. The bracketed [%] may vary from 1-3% or may be stated as “the lesser of [3%] or the change in the CPI”
2. The number of adjustments may change to 5 or 10. Or this text may be omitted if an “unlimited” number of adjustment options are sold.

CATASTROPHIC DISABILITY BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE - Page CATA-LTD-UHC

1. The bracketed [12 months] may vary to 24 months.
2. The bracketed [10%] may vary from 10% to 40%.
3. The bracketed [\$1,000] may vary from \$1,000 to \$6,000.

PORTABILITY UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE - Page PORT-LTD

1. The bracketed [12 months] may vary to 24 months.
2. The bracketed [30 days] may vary to 31 days.
3. The bracketed [12 months] may vary to 24 months.

PENSION CONTRIBUTION BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE -Page PENS-LTD-UHC

1. The bracketed [12 months] may vary to 6 months.
2. The bracketed [1%] may vary to a percentage between 1% and 15%.
3. The bracketed [12 calendar months] may vary to 6-24 months.
4. The bracketed [\$1,000] may vary up to \$3,000.

SPOUSAL DISABILITY BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE - Page(s) SDIS-LTD-UHC

1. The bracketed [30 days] may vary to 31 days.
2. **Disabled definition:** The bracketed [6 months] may vary up to 24 months.
3. **General Exclusions:** The bracketed [30 consecutive days] may vary to 12 consecutive months.

Benefit Amount:

4. The bracketed [\$1000] may vary to \$2000.
5. The bracketed [12 months] may vary to 24 months.
6. **Pre-Existing Condition Exclusion:** The entire section is bracketed because the numbers may vary.
7. **Pre-Existing Condition definition:** Will be modified so that the words “Substance Abuse” and /or “Subjective Symptoms” may be omitted.

DESCRIPTION OF VARIABLES

Notice of Claim:

8. The [30 days] written notice of claim may vary within the range of 30 – 180 days.
9. The [15 days] allowed for an insured to receive a claim form from us may vary within the range of 15-30 days.

Proof of Claim:

10. The bracketed [90 days] may vary within the range of 90-180 days.
11. The [30 days] written notice of claim may vary within the range of 30 – 90 days.
12. **Payment of Claim:** The bracketed [\$1,000] may vary to \$2,000 but will always remain within the limits of state laws.
13. **Overpayment of Claim:**
14. **Termination of Insurance:** Item 5 under may be omitted.

EDUCATION BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE - Page DED-LTD-UHC

1. The bracketed [\$100] may vary to \$200.
2. The bracketed [48] may vary to 60 months.

ACCELERATED BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE - Page ACCEL-LTD-UHC

1. The bracketed [6 months] may vary to 12 months.

ENVIRONMENTAL WORKPLACE BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE - Page ENVIR-LTD-UHC

1. The bracketed [50%] may vary to 40%.
2. The bracketed [6] may vary to 24 monthly payments.

EXTENDED EARNINGS PROTECTION BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE - Page XEARN-LTD-UHC

1. In/out.
2. The bracketed [60%] may vary to 80%.
3. In/out.
4. The bracketed [6] may vary to 12 months.
5. The bracketed [60%] may vary to 80%.
6. In/out.

HOSPITAL CONFINEMENT INCOME BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE - Page HOSPIN-LTD-UHC

1. The bracketed [7] consecutive days may vary up to 14 consecutive days.
2. The bracketed [\$100] per day may vary up to \$200.
3. The bracketed [30 days] may vary up to 90 days.
4. The bracketed [3] months separating Hospital Confinement periods may be varied to 6 months.

INFECTIOUS DISEASE BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE - Page INFEC-LTD-UHC

1. The bracketed [50%] may vary down to 20%.
2. In/out.
3. The bracketed [2 years] may vary up to 5 years.

MEDICAL PREMIUM SUPPLEMENT BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE - Page MEDPREM-LTD-UHC

1. The bracketed [6] months may vary to 3 months.
2. The bracketed [\$200 per month] may vary up to \$500.
3. The bracketed [12] may vary up to 18 monthly payments.

HEALTH SCREENING BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE - Page HLTHSCN-LTD-UHC

1. The bracketed [\$100] may vary up to \$200.
2. Each health screening test listed may be omitted.

DESCRIPTION OF VARIABLES

BUSINESS OVERHEAD BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE - Page BOB-LTD-UHC

1. The bracketed [10%] may vary to a percentage up to 60%.
2. Items included in the definition of Monthly Business Overhead Expenses may be deleted. If so, they will move to the list of items not included in the definition of Monthly Business Overhead Expense and vice versa.
3. The bracketed [3 months] may vary to up to 12 months.

CHILD CARE EXPENSE BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE - Page CCARE-LTD-UHC

1. The Child age reference of [13] may vary up to age 15.
2. The bracketed [\$100] may vary up to \$350.
3. The bracketed [\$400] may vary up to \$1,000.

SPOUSE AND ELDER CARE EXPENSE BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE - Page SECARE-LTD-UHC

1. The bracketed [\$ 200] may vary up to \$500.
2. The bracketed [\$400] may vary up to \$1,000.
3. The bracketed [6 months] may vary up to 24 months.

{MINIMUM INDEMNITY BENEFIT UNDER THE {WORKING RETURNS} LONG TERM DISABILITY INSURANCE - Page ACCDIS-LTD-UHC

1. The bracketed [100] days may vary up to 365 days.
2. All durations may vary between 12 months and 48 months.
3. Losses included on the list may be deleted. If so the corresponding definition will be deleted.



ARKANSAS INSURANCE DEPARTMENT

1200 West Third Street
Little Rock Arkansas 72201-1904
501-371-2600

Mike Pickens
Insurance Commissioner

ATTN: LIFE & HEALTH DIVISION, ARKANSAS INSURANCE DEPARTMENT

Company Name: United HealthCare Insurance Company
Company NAIC Code: 79413
Company Contact Person & Telephone # Renee Weaver 763-323-8643
Form Number(s): STD-UHC

* INSURANCE DEPARTMENT USE ONLY *
* ANALYST: AMOUNT: ROUTE SLIP: *

ALL FEES ARE PER EACH INSURER, PER ANNUAL STATEMENT LINE OF BUSINESS, UNLESS OTHERWISE INDICATED.

FEE SCHEDULE FOR ADMITTED INSURERS

RATE/FORM FILINGS

Table with 2 columns: Description of filing type and Fee calculation. Includes rows for Life and/or Disability policy form filing, Life and/or Disability - Filing and review of each rate filing, Life and/or Disability Policy, Contract or Annuity Forms, Policy and contract forms, and Life and/or Disability: Filing and review of Insurer's advertisements.

AMEND CERTIFICATE OF AUTHORITY

Review and processing of information to
amend an Insurer's Certificate of Authority.

*0 x \$400 = 0

Filing to amend Certificate of Authority.

***0 x \$100 = 0

*THESE FEES ARE PAYABLE UNDER THE NEW FEE SCHEDULE AS OUTLINED UNDER RULE
AND REGULATION 57.

**THESE FEES ARE PAYABLE UNDER THE OLD FEE SCHEDULE AS OUTLINED UNDER ARK.
CODE ANN. 23-63-102, RETALIATORY TAX.

***THESE FEES ARE PAYABLE AS REQUIRED IN ARK. ANN. 23-61-401.