AnthemLife

Short Term Disability Insurance

A guide to your benefits

You've made a good decision in choosing Anthem® Life

Plan Sponsor: **TOWN OF SUFFIELD**
Policy: AL00005272
Class: 01
Class Description: HIGHWAY UNION EMPLOYEES

anthem.com

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Benefits Guide

Section Contents

Section I. - Your Certificate of Coverage

Section II. - Value Added Services

Note: The Value Added additional services are not a part of Your Certificate of Coverage and do not modify your insured benefits.

The Value Added Services are provided based on negotiated agreements between the insurance company and certain service providers. Although the insurance company endeavors to make these services available to all policyholders and certificateholders as described below, modifications to Our agreements with service providers may require that services be periodically modified or terminated. Such modification or termination of services may be made based on cost to the insurer, availability of services, or other business reasons at the discretion of the insurer or service providers.

1.	**Resource Advisor**
2.	**SpecialOffers@Anthem**

This Group, on behalf of itself and its participants, hereby expressly acknowledges its understanding this policy constitutes a contract solely between this Group and Anthem Life Insurance Company, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting Anthem Life Insurance Company to use the Blue Cross and/or Blue Shield Service Mark in Connecticut and that Anthem Life Insurance Company is not contracting as the agent of the Association. This Group further acknowledges and agrees that it has not entered into this policy based upon representations by any person other than Anthem Life Insurance Company and that no person, entity, or organization other than Anthem Life Insurance Company shall be held accountable or liable to this Group for any of Anthem Life Insurance Company's obligations to the Group created under this policy. This paragraph shall not create any additional obligations whatsoever on the part of Anthem Life Insurance Company other than those obligations created under other provisions of this agreement.

Section I.	Your Certificate of Coverage

Short Term Disability Insurance

Anthem Life Insurance Company
Main Administrative Office
Post Office Box 182361
Columbus, Ohio 43218-2361
1 (800) 551-7265

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Introduction

Anthem Life Insurance Company certifies that it has issued a Group Policy insuring certain eligible employees of the Plan Sponsor.

This Certificate describes the benefits provided as of the effective date. For purposes of effective dates and ending dates under the Policy, all days begin at 12:01 a.m. and end at 12:00 midnight at the Plan Sponsor's address.

Certain terms of the Group Policy which affect Your insurance are contained in the following pages. Anthem Life has written this Certificate in plain English. However, a few terms and provisions are written as required by insurance law. Anthem Life urges You to read Your Certificate carefully and keep it in a safe place.

If the terms and provisions of the Certificate (issued to You) are different from the Policy (issued to the Plan Sponsor), the Policy will govern. Your coverage may be cancelled or changed in whole or in part under the terms and provisions of the Policy.

The Group Policy was issued in the state of Connecticut. Its laws and rules will govern in resolving any questions about the Group Policy, except to the extent that the Policy may be governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

While You remain insured, this booklet is Your Certificate of insurance. It replaces any prior booklet or Certificate given to You for the types of insurance described here. It is void and of no effect if You are not entitled to or have ceased to be entitled to the insurance coverage. Many of the provisions of this Certificate are interrelated, and You should read the entire Certificate to get a full understanding of Your coverage. This Certificate also contains exclusions, so please be sure to read this Certificate carefully.

Anthem Life Insurance Company
Administrative Office
P.O. Box 182361
Columbus, OH 43215-2361

William J. Smith
President

Fraud: Any person who knowingly and with intent to injure, defraud or deceive any insurance company files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a crime and may be subject to criminal and civil penalties.

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Schedule of Benefits

About This Schedule

This Schedule of Benefits shows highlights of the coverage available under the Group Policy. Final interpretation of all provisions and coverages will be governed by the Group Policy on file with the Anthem Life Insurance Company at its Administrative Office.

Your amount of insurance is determined by this schedule

Your Short Term Disability Benefits help to protect You from loss of income due to a Disability as defined under the Policy. Your Short Term Disability Benefits are subject to any limitations, maximums, exclusions and reductions under the Policy, including any reductions by Your Deductible Sources of Income. Refer to the Short Term Disability Insurance Benefits section for details about how Your Weekly Benefit Payment is calculated. All benefits terminate at retirement.

Short Term Disability Benefits

Benefit Percentage: 60% of weekly earnings

Maximum Weekly Benefit: $1,000 per week

Minimum Weekly Benefit: The minimum Weekly Benefit Payment is $50.

Proof of Insurability means evidence satisfactory to Us of a person's health and other information related to insurability that We use which enables Us to determine whether the person can become insured, or is eligible for an increase in coverage.

Proof of Insurability is required for any amount for which application is received more than 31 days after the employee is initially eligible to purchase the insurance.

Elimination Period: Benefits begin on:

- day **1** of Disability due to Injury.
- day **8** of Disability due to Illness.

Maximum Benefit Period: **26** weeks

Premium Contributions: Your coverage is Contributory. This means You pay all or part of the premium for Your Short Term Disability Benefit coverage.

Short Term Disability coverage is non-occupational. This means there is no coverage for any Injury or Illness that was caused by or aggravated by any employment for pay or profit.

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Definitions

Below, the definitions of the Policy are discussed. Where these terms are used in this Certificate, unless specified otherwise, they have the meaning explained here.

Accident or **Accidental** means accidental bodily Injury which is sustained independently of disease, Illness, or bodily infirmity.

Act or **Law** means the original enactments of the Act or Law, and all amendments.

Actively at Work means that You are performing the normal duties of Your Own Occupation and working Your normal hours. You must be working at least the minimum number of hours required per week for the Plan Sponsor on a permanent full-time basis and must be paid regular earnings.

Your work site must be:

- at the Plan Sponsor's usual place of business; *or*
- at a location to which the Plan Sponsor's business requires You to travel.

You are not considered Actively at Work when You are off work or lose time due to Illness, Injury, Leave of Absence, strike or layoff. Paid days off will count as active work days if You were fully capable of performing the normal duties of Your Own Occupation during the paid days off, provided that You were Actively at Work on the last working day prior to the paid days off.

Additional Benefit or Additional Provision means an addendum to the Policy which increases or limits coverage for a specified set of conditions. The provisions, limitations, and exclusions in the entire Policy will apply unless specifically stated otherwise in the Additional Benefit or Additional Provision.

Annual Earnings means Your annual salary from the Plan Sponsor in effect immediately prior to Your date of disability. Commissions, bonuses, overtime pay, and extra compensation will be excluded when determining Your salary. Annual Earnings will be determined according to the Plan Sponsor's records.

Annual Earnings will be calculated based on the lesser of Your Annual Earnings as calculated above or the premium actually received by Us.

Certificate means this document which provides a description of the coverage available under the Policy.

Claimant means a person who has filed a claim for benefits under the Policy.

Class means a grouping of Insureds based on criteria agreed on between the Plan Sponsor and Us.

Contributory means that You pay all or a portion of the premium for the coverage.

Disabled and Disability are defined in the Coverage Provisions section of this Certificate.

Disability Work Earnings mean for Voluntary Short Term Disability benefits weekly earnings which You receive while You are Disabled and working.

Eligible Employee means You meet all of the following:

- You are a regular full-time employee of the Plan Sponsor, working for pay on a scheduled normal week of at least 25 hours required per week; *and*
- You perform that work at the Plan Sponsor's usual place of business, except for duties of a kind that must be done elsewhere, *and*
- You are in a covered Class named under the Policy; *and*
- You are a legal citizen or legal resident of the United States or Canada. In the case of a legal resident, the person will become ineligible for insurance if he or she leaves the United States or Canada for one hundred eighty (180) or more consecutive days.

Temporary, seasonal, or contract employees are not included as Eligible Employees under the Policy.

Eligibility Waiting Period means the continuous length of time that You must serve in an eligible Class to reach Your eligibility date and begin Your coverage. The number of days for Your Eligibility Waiting Period is determined by the Plan Sponsor.

Elimination Period means the period of continuous Disability which must be satisfied before You are eligible to receive benefits under the Policy. The Elimination Period is shown in the Schedule of Benefits of this plan and begins on the first day that You meet the Definition of Disability.

If Your Disability stops for any period during the Elimination Period We will not consider Your Disability to be continuous.

Full-Time Basis means the ability to work and earn more than 80% of Your Weekly Earnings. Ability is based on capacity and not market availability.

Gross Weekly Benefit means Your gross Short Term Disability Benefit as calculated from the Schedule of Benefits, prior to any reductions for Deductible Sources of Income.

Guaranteed Issue Amount means an amount of insurance for which We do not require Proof of Insurability.

Hospital or Medical Facility means a facility accredited by JCAHO (Joint Commission on Accreditation of Health Care Organizations) duly licensed by the state to provide medical evaluation and treatment of patients under the direction of an active staff of licensed physicians.

Hospitalization means being an in-patient 24 hours a day.

Illness means a sickness or disease and will include pregnancy. Disability resulting from the sickness or disease must begin while You are covered under the Policy.

Independent Medical Exam means an examination by a Physician of the appropriate specialty for Your condition at Our expense. Such examination, scheduled by Us as may be used for the purpose of determining eligibility for insurance or benefits, including eligibility under Additional Benefits or Additional Provisions, if any, associated with the Policy.

Injury means bodily injury resulting directly from an Accident and independent of all other causes, and which produces at the time of the Accident objective symptoms. The Injury must occur and Disability must begin while You are insured under the Policy. An Injury that occurs before You are covered under the Policy will be treated as an Illness for any subsequent claims.

Any Disability which begins more than 7 days after an Injury will be considered an Illness for the purpose of determining Short Term Disability benefits.

Insured means an individual covered under the Policy.

Leave of Absence means an arrangement where You and the Plan Sponsor agree that You will not be Actively at Work for a specific period of time and You are expected to be Actively at Work at the end of that period. If You become Disabled while on a Leave of Absence, Benefit Payments will be based upon Earnings as last reported and premiums paid to Us immediately prior to the beginning of the Leave of Absence. Refer to When Your Insurance Ends to determine how long Your coverage can be continued during a Leave of Absence.

Material and Substantial Duties means duties that:

- Are normally required for the performance of Your Own Occupation or any occupation; *and*
- Cannot be reasonably omitted or modified except that We will consider You able to perform the Material and Substantial duties if You are working or have the capability to work your normal scheduled work hours.

Motorized Vehicle means any self-propelled vehicle or conveyance, including but not limited to automobiles, trucks, motorcycles, ATV's, snowmobiles, tractors, golf carts,

motorized scooters, lawn mowers, heavy equipment used for excavating, boats, and person watercraft. Motorized Vehicle does not include a medically necessary motorized wheelchair.

Own Occupation means the occupation that You regularly performed and for which You were covered under the Policy immediately prior to the date Your Disability began. The occupation will be considered as it is generally performed in the national economy, and is not limited to the specific position You held with the Plan Sponsor.

Part-Time Basis means the ability to work and earn between 20% and 80% of Your Weekly Earnings.

Physician means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services must be treated as a Physician's for the purposes of the Policy according to applicable law. Each such person must be licensed in the jurisdiction where he or she performs the service and must act within the scope of that license. He or she must also be certified and/or registered if required by such jurisdiction.

Physician does not include:

- You.
- Your Spouse.
- Anyone employed by the Plan Sponsor, or any business partner of You or the Plan Sponsor.
- Any member of Your immediate family, including Your and/or Your Spouse's:
    - Parents;
    - Children (natural, step, or adopted);
    - Siblings;
    - Grandparents;
    - Grandchildren;
    - In-Laws.

Plan Sponsor means the employer or other organization that has entered into an agreement with Us as outlined in the Policy.

Policy or **Group Policy** means the policy issued by Us and the Plan Sponsor and described in this Certificate.

Prior Plan means the plan providing similar Short Term Disability insurance benefits carried by the Plan Sponsor on the day before the Policy's effective date with Us.

Proof means evidence satisfactory to Us that the terms and provisions of the Policy have been met. Proof may include but is not limited to: questionnaires, physical exams, or

Written documentation and records as required by Us. Proof must be received by Us at Our Administrative Office. All Proof must be given at Your expense (or that of Your representative or beneficiary), unless otherwise specifically provided by the terms of the Policy. If any additional Proof is reasonably required by Us, an Insured may be required to give Us authorization to obtain such additional Proof. The following are some specific types of Proof referenced under the Policy:

Proof of Claim or **Proof of Disability** means evidence satisfactory to Us that a person has satisfied the conditions and requirements for a benefit under the Policy. The Proof must establish:

- the nature and extent of the loss or condition; *and*
- Our obligation to pay the claim under the Policy; *and*
- the Claimant's right to receive payment.

Proof of Insurability means evidence satisfactory to Us of a person's health and other information related to insurability which enables Us to determine whether the person can become insured, or is eligible for an increase in coverage.

Recurrent Disability means a Disability which is related or due to the same cause(s) as a prior Disability for which a benefit was payable.

Regular Care means:

- You are under the continuing care of and personally visit a Physician as frequently as is medically required according to standard medical practice, to effectively diagnose, manage and treat Your disabling condition(s); *and*
- You are receiving appropriate treatment and care of Your disabling condition(s) which conforms with standard medical practice by a Physician whose specialty and clinical experience is appropriate for Your disabling condition(s) according to standard medical practice.

Retirement Plan means a defined contribution plan or defined benefit plan. These are plans which provide retirement benefits to employees and are not funded entirely by employee contributions.

Short Term Disability Benefits are the weekly benefits provided under the terms of the Policy.

Sign or **Signed** means the use by a person of a symbol or method with the present intention to authenticate a record. Such authentication may be executed and/or transmitted by paper or electronic media, provided it is acceptable to Us and consistent with applicable law.

We, **Us**, and **Our** mean the insurer Anthem Life Insurance Company

Weekly Benefit Payment means the amount of income replacement payable to You while You are Disabled, subject to the terms of the Policy, and after any amounts shown

in the Deductible Sources of Income section of the Policy and Disability Work Earnings have been subtracted.

Weekly Earnings means Your Annual Earnings divided by 52.

Written and **Writing** means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

You and **Your** mean an Eligible Employee.

Other terms are defined elsewhere under the Policy.

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When Insurance Begins and Ends

This section tells how You may become insured.

Obtaining Insurance

To obtain insurance under the Policy, You must be an Eligible Employee and be Actively at Work.

Enrollment

If you contribute to the cost of your Coverage:

You must apply for your insurance if the coverage is Contributory.

An application for You to become insured must be completed on a form approved for that purpose by Us. The Plan Sponsor must send the completed application to Us at Our Administrative Office. If Proof of Insurability is required for any coverage, the completed Proof of Insurability statement must be sent to us at Our Administrative Office.

If you do not contribute to the cost of your Coverage:

You must enroll for your insurance if the coverage is not Contributory.

An enrollment form for You to become insured must be completed on a form approved for that purpose by Us. The Plan Sponsor must send the completed application to Us at Our Administrative Office.

Effective Date of Insurance

Once You have become eligible for insurance, this section tells when Your insurance will begin.

Except as explained in this section, Your insurance will begin on the first day of the Policy month coinciding with or next following the date You become eligible for such insurance.

The Plan Sponsor may require You to contribute toward the cost of Your insurance. Any such Contributory insurance will not become effective for You before You Sign a form agreeing to make those contributions. The form may be obtained from the Plan Sponsor. If You Sign the form more than 31 days after You became eligible, Your Contributory insurance will be deferred until the date We approve Your Written Proof of Insurability.

If Your coverage is ***not*** Contributory, Your insurance begins on the first day You are Actively at Work following the date that You become an Eligible Employee and have satisfied the Eligibility Waiting Period. An application to become insured must be completed on a form approved for that purpose by Us. The Plan Sponsor must send Your completed enrollment to Us at Our Administrative Office unless We and the Plan Sponsor have agreed that the Plan Sponsor will retain the applications.

If Your coverage ***is*** Contributory, Your insurance begins on the first day You are Actively at Work coincident with or following *one* of the dates below:

- If Your application to become insured is completed *on or before the earliest date* on which You may become insured, Your insurance will take effect on that earliest date; *or*
- If Your application to become insured is completed *no more than 30 days* after the earliest date on which You may become insured, Your insurance will take effect on that earliest date; or
- If Your application to become insured is completed *more than 30 days* after the earliest date on which You may become insured, Your insurance will take effect on the date on which We have, in Writing, either approved Proof of Insurability or waived, in Writing, such requirement. Any Proof of Insurability must be provided without expense to Us.

If You are required to give Proof of Insurability for all or a portion of Your insurance, that insurance for which Proof of Insurability is required begins on the date We approve, in Writing, Your Proof of Insurability.

Delayed Effective Date of Your Insurance

If You are not Actively at Work on the date Your insurance would otherwise begin, Your insurance begins on the date You are again Actively at Work.

Proof of Insurability Provision

You must give Proof of Insurability:

- If You pay all or part of the premium for Your insurance and You apply for insurance under the Policy more than 31 days after the date You become an Eligible Employee; *or*
- If You pay all or part of the premium for Your insurance and Your insurance would increase because of a change in Your Class membership or a change in the amount of Your election and the Plan Sponsor does not tell Us in Writing about the change within 31 days after the change occurs; *or*
- If You pay all or part of the premium for Your insurance and Your insurance ended at Your request or because a premium was not paid by You and You are re-applying for coverage; *or*
- For insurance for which You pay all or part of the premium if You were entitled

to coverage under the Prior Plan and You had declined coverage; *or*
- If You apply for a Short Term Disability Benefit that exceeds the Guaranteed Issue Amount, if required.

We will use the Proof of Insurability form and other information You give as Proof of Insurability to determine whether You can become insured. If the Proof of Insurability is not satisfactory to Us, the insurance for which You are required to give Proof of Insurability will not take effect. If the Proof is accepted, Your insurance will take effect on the date We approve Your Proof of Insurability in Writing

Guaranteed Issue Amount: The maximum Short Term Disability Amount for which a covered person can become insured without furnishing Proof of Insurability as is stated in the Schedule of Benefits, if required.

If You are eligible for more than the Guaranteed Issue Amount as shown in the Schedule of Benefits, You will be limited to the Guaranteed Issue Amount until You give Us Proof of Insurability. If the Proof is accepted, the additional amount of insurance will take effect on the date We approve Your Proof of Insurability. Future increases will also require Proof of Insurability.

We may require that You undergo an Independent Medical Exam as part of Your Proof of Insurability.

Changes in Your Insurance

Change in Class or Weekly Earnings

The amount of Your insurance may change if:

- You become a member of a different Class; *or*
- The amount of Your Annual Earnings changes.

If the change would *increase* Your amount of insurance, the increase takes effect on the first day You are Actively at Work following the *latest* of the date:

- The change occurs; *or*
- The Plan Sponsor tells Us in Writing about a change in Class or a change in the amount of Your Annual Earnings; *or*
- We approve, in Writing, Your Proof of Insurability, if You are required to give Proof of Insurability.

If the change would *decrease* the amount of insurance, the decrease takes effect on the date of the change.

When Insurance Ends

Your insurance coverage will end on the first to occur of the following dates:

1. The date the Policy is canceled; *or*
2. The date on which You cease to be a member of a Class under the Policy; *or*
3. The date Your employment terminates. For the purpose of this provision, employment terminates when You are no longer Actively at Work, unless due to Disability; *or*
4. The date the Policy is changed to end the insurance for Your Class; *or*
5. The last day of the period for which premium was paid, if a premium is not paid when due; *or*
6. Preceding the date of Your death; *or*
7. The date Your Weekly Benefit Payments end, if You are not again Actively at Work the following day; *or*
8. The date You cease to be an Eligible Employee as defined in the Definitions of the Policy; *or*
9. You request, in Writing, for Your insurance to be terminated; *or*
10. The date You cease to be Actively at Work. However, the Plan Sponsor may continue Your insurance unless it ends due to any of the above reasons during the following periods:
    a.) until the end of month 3 following the month You cease to be Actively at Work due to a temporary layoff; *or*
    b.) until the end of month 3 following the month You cease to be Actively at Work due to a Leave of Absence or due to Your being called to active duty as a reservist with the U.S. Armed Forces Reserve; *or*
    c.) during an absence from work due to a Leave of Absence that is in compliance with the Family Medical Leave Act of 1993 ("FMLA") or applicable state, family and medical leave law;) *or*
    d.) during the longest of the periods in above items (a), (b), and (c), if You cease to be Actively at Work due to Your being called to active duty as a reservist with the U.S. Armed Forces.

Any Leave of Absence must have been authorized in Writing by the Plan Sponsor. Unless otherwise specifically stated under the terms of the Policy, all premium required by the Policy must be paid in order for any continuance of insurance provision to be applicable.

If coverage is continued in accordance with the Leave of Absence provisions above, such continued coverage will cease immediately if any one or more of the following events occurs:

- the leave terminates prior to the agreed upon date; *or*
- the Policy terminates or Your employer ceases to be a associated employer with the Plan Sponsor; *or*
- You or the Plan Sponsor fail to pay premium when due; *or*
- the Policy no longer insures Your Class.

During the period that You are Disabled, Your Weekly Benefit Payments *will not* be affected by:

- termination or cancellation of the Plan Sponsor's Policy; *or*
- termination of Your coverage; *or*
- termination of Your employment; *or*
- any amendment to the Policy that becomes effective after the date You are Disabled.

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Coverage Provisions

Description of the Coverage

The pages of this section specify when Policy benefits will be paid. Conditions governing whether and how much benefit is paid are also discussed in this section.

To receive Policy benefits, You must be insured under the terms of the Policy, and as described in the *When Insurance Begins and Ends* section. Then, Your amounts of insurance are as shown in the Schedule of Benefits, subject to the terms of the Policy.

Definition of Disability and Disabled-Short Term Disability

Disabled and Disability mean during the Elimination Period and thereafter because of Your Injury or Illness, *all* of the following are true:

- You are unable to do the Material and Substantial Duties of Your Own Occupation; *and*
- You are receiving Regular Care from a Physician for that Injury or Illness; *and*
- Your Disability Work Earnings, if any, are less than or equal to 80% of Your Weekly Earnings.

Your Disability must start while You are insured under the Policy.

Your loss of earnings must be a direct result of Your Injury or Illness. You will not be considered Disabled from an occupation solely due to:

- Loss, suspension, restriction or failure to maintain a professional license, occupational license, permit or certification; *or*
- Loss of earnings due to economic factors such as, but not limited to, recession, job elimination, job restructuring, temporary layoffs, pay cuts and job-sharing; *or*
- The Plan Sponsor's work schedule that is inconsistent with the normal work schedule of Your Own Occupation; *or*
- Your relationship with the Plan Sponsor to maintain the workplace in a manner consistent with the normal physical environment of Your Own Occupation; *or*
- Your inability to work more than 40 hours per week in the occupation, even if You were regularly required to work more than 40 hours per week prior to Your Injury or Illness.

Short Term Disability Insurance Benefits

Short Term Disability benefits will be payable for a period of Disability in accordance with the terms of the Policy, if:

- The Disability starts while You are insured under the Policy; *and*
- The Disability continues during and past the Elimination Period; *and*
- We receive Proof of Your Disability.

The Short Term Disability Benefit and Maximum Benefit Period are shown in the Schedule of Benefits. The Short Term Disability Benefit may be reduced in accordance with the provisions of the Deductible Sources of Income section of the Policy. The Short Term Disability Benefit will not:

- exceed Your amount of coverage; *or*
- be paid for longer than the Maximum Benefit Period.

You will begin to receive payments when We approve Your claim, provided the Elimination Period has been met. We will send You a payment each week for Short Term Disability benefits for any period for which We are liable.

Calculating Your Short Term Disability Benefit

We will calculate Your Weekly Benefit Payment as follows:

Part A.

If You are Disabled and not working, or Disabled and working and Your Disability Work Earnings are less than 20% of Your Weekly Earnings.

We will use the following process to calculate Your Weekly Benefit Payment.

1. Multiply Your Weekly Earnings by 60%.
2. The maximum benefit is $1,000 per week..
3. Compare the answer from item 1 with the maximum benefit. The lesser of these two amounts is Your Gross Weekly Benefit.
4. Subtract from Your Gross Weekly Benefit any Deductible Sources of Income.

The amount calculated in item 4 is Your Weekly Benefit Payment.

Part B.

If You are Disabled and working and Your Disability Work Earnings are at least 20%, but less than or equal to 80% of Your Weekly Earnings:

You will receive payments based on the percentage of income You are losing due to Your Disability. We will use the following process to calculate Your Weekly Benefit Payment:

1. Subtract Your Disability Work Earnings from Your Weekly Earnings.
2. Divide the answer in item 1 by Your Weekly Earnings. The result is your percentage of lost earnings.
3. From Your Gross Weekly Benefit, subtract any Deductible Sources of Income.
4. Multiply the answer in item 2 by the answer in item 3.

The answer in Item 4 is Your Weekly Benefit Payment.

If You are working and Your Disability Work Earnings are more than 80% of Your Weekly Earnings, no Short Term Disability benefit will be payable.

We may require You to send Proof of Your weekly Disability Work Earnings. We will adjust Your Weekly Benefit Payment based on Your Disability Work Earnings.

As part of your Proof of Disability Earnings, We may require that You send Us any appropriate financial records We believe necessary as Proof of Your income.

Short Term Disability Benefits while you are Disabled and working will only be paid for a maximum of 26 weeks.

MINIMUM WEEKLY BENEFIT

The minimum Weekly Benefit Payment is $50.

We may apply this amount toward an outstanding overpayment, as described in the Recovery of Overpayment provision.

If Your Disability Earnings Fluctuate

If Your Disability Work Earnings routinely fluctuate widely from week to week, We may average Your Disability Work Earnings over the most recent three weeks to determine if Your claim should continue.

If We average Your Disability Work Earnings, We will not terminate Your claim unless the average of Your Disability Work Earnings for a three week period exceeds 80% of Your Earnings.

We will not pay You for any week during which Your Disability Work Earnings exceed the amount allowable under the Policy.

Recurrent Disability Provision for Short Term Disability

If You have a Recurrent Disability, and after Your prior Disability ended, You return to work for the Plan Sponsor for 14 days or less, We will treat Your Disability as part of Your prior claim and You do not have to complete another Elimination Period.

Your Weekly Benefit Payment will be based on Your Weekly Benefit amount as of the date of Your initial claim.

Your Disability, as outlined above, will be subject to the same terms and conditions of the Policy as Your prior claim.

Your Disability will be treated as a new claim if Your current Disability:

- is unrelated to Your prior Disability; or
- after Your prior Disability ended, You returned to work for the Plan Sponsor for more than 14 consecutive days.

The new claim will be subject to all of the provisions of the Policy and You will be required to satisfy a new Elimination Period.

If the Policy terminates You will not be eligible for benefits under this provision, unless You became Disabled due to the Recurrent Disability prior to the Policy termination.

Period of Disability extended by a new condition

If a period of Disability is extended by a new condition while You are receiving Weekly Benefit Payments, then the extension of the period of Disability will be treated as a part of the same continuous period of Disability, subject to the same Maximum Benefit Period. All other requirements, limitations and exclusions of the Policy will apply to the new condition as well as to the original cause of Disability.

When Short Term Disability Benefits End

Weekly Benefits Payments end on the first to occur of the following dates:

1. You are no longer Disabled under the terms of the Policy; *or*
2. You are no longer receiving, accepting or following Regular Care from a Physician; *or*
3. The Maximum Benefit Period from the Schedule of Benefits ends; *or*
4. The period specified in the Short Term Disability Limitations provision of the Policy ends, if that section applies; *or*
5. Preceding the date of Your death; *or*
6. We ask You for Proof that You are still Disabled, if We do not receive Proof of Disability within 31 days of Our request; *or*
7. We ask You for details about Your Deductible Sources of Income, including Your tax returns, if You do not give Us details within 31 days of Our request; *or*
8. We ask You to be examined by:
    - a Physician; *or*
    - health care professional

    If You do not reasonably cooperate with the examiner or if You unreasonably decline to be examined; *or*
9. Your Disability Work Earnings exceed the amount allowable under the Policy; *or*
10. You cease to reside in the United States or Canada. If You are outside the United States or Canada for a total period of 6 months or more during any 12 consecutive months of Weekly Benefit Payments, You will be considered to have ceased to reside in the United States or Canada; *or*
11. You are confined to a penal or correctional institution; *or*
12. With respect to a Mental Illness, that You are not under the continuing Regular Care of a Physician specializing in psychiatric care; *or*
13. With respect to Alcoholism and Drug Addiction, that You are not being actively supervised by and receiving continuing treatment from a rehabilitation center or a designated institution approved for such treatment by an appropriate body in the governing jurisdiction, or, if none, by Us; *or*
14. You or Your Physician fail to submit any medical or psychiatric information requested by Us; *or*
15. You would be able to work in Your Own Occupation on a part-time basis earning 20% or more of Your Weekly Earnings, but choose not to do so; *or*
16. You would be able to increase Your current earnings to more than 80% of Your Weekly Earnings by increasing the number of hours worked or the number of duties performed in Your Own Occupation, but choose not to do so.

If it is determined that You have applied for benefits under fraudulent circumstances, benefit payments will cease and the appropriate fraud defense action will be taken.

With respect to Short Term Disability Benefits, premium payments are required to be made on Your behalf throughout the duration of Your Disability.

Benefits after Policy Cancellation

Cancellation of the Policy does not by itself affect Your right to receive Short Term Disability Benefits for a Disability that begins while You are insured under the Policy. You must continue to comply with all requirements of the Policy. All terms and conditions of the Policy will apply.

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Deductible Sources of Income

Deductible Sources of Income, except for Retirement Benefits, must be payable as a result of the same disability for which We pay a benefit. We will require You to apply for any of the Deductible Sources of Income for which You may be eligible, except for Retirement Benefits that would only be provided on a reduced basis. You may be required to sign a reimbursement agreement stating that if You receive any payments for Deductible Sources of Income, You will reimburse Us for any overpayment of benefits. You must immediately disclose to Us the amount of any retroactive payment You may receive from any of the Deductible Sources of Income.

The following are Deductible Sources of Income:

1. The amount that You receive, or are eligible to receive, under:
   - A worker's compensation law; *or*
   - An occupational disease law; *or*
   - Any other Act or Law with similar intent.
2. The amount that You receive, or are eligible to receive, as disability income payments under any:
   - state compulsory benefit Act or Law; *or*
   - governmental retirement system as a result of Your employment with the Plan Sponsor; *or*
   - veteran's Administration or any other foreign or domestic governmental agency; *or*
   - automobile liability insurance policy; *or*
   - individual disability income plans which are wholly or partially paid for by the Plan Sponsor; *or*
   - other group insurance plan; *or*
   - any plan or arrangement of disability coverage, whether insured or not, resulting from Your employment by or association with the Plan Sponsor or any employer, or resulting from Your membership in or association with any group, association, union or other organization.

3a. The amount that You, Your spouse, and children receive, or are eligible to receive, as disability payments because of Your Disability under:
   - The United States Social Security Act; or
   - the Canada Pension Plan; or
   - the Quebec Pension Plan; or
   - any similar plan or act.

3b. The amount that You receive, or are eligible to receive, as retirement payments or the amount Your spouse and children receive as retirement payments because You are receiving retirement payments under:

- The United States Social Security Act; or
- the Canada Pension Plan; or
- the Quebec Pension Plan; or
- any similar plan or act.

4. The amount that You receive as disability payments under the Plan Sponsor's Retirement Plan. Disability payments under a Retirement Plan will be those benefits which are paid due to disability and do not reduce the retirement benefit which would have been paid if the disability had not occurred. Regardless of how the retirement funds from the Retirement Plan are distributed, We will consider the Plan Sponsor and Your contributions to be distributed simultaneously throughout Your lifetime.
5. The amount You receive as a result of any action brought under Title 46, United States Code Section 688 (The Jones Act).
6. The amount You receive from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.
7. The amount You receive under the mandatory portion of any "no fault" motor vehicle plan.
8. The amount You receive under any salary continuation or accumulated sick leave plans.
9. Commissions, severance allowance, sick pay or any similar employer sponsored paid time off where You receive income from the employer, vacation pay or any salary continuation plan.
10. Any earnings from any work or employment may be used to reduce Your Weekly Benefit Payment unless otherwise specified by the terms of the Policy.
11. Any amounts from partnership, proprietorship draws, or similar draws.

Lump Sum Payments

If You receive a lump sum payment of a Deductible Source of Income, We will deduct the lump sum from Your Weekly Benefit Payment by pro-rating the lump sum on a weekly basis over the time period for which the lump sum was given. In no time period is stated, the lump sum will be pro-rated based on the lesser of the Maximum Benefit Period or Your expected lifetime as determined by Us.

Non-Deductible Sources of Income

We will not subtract from Your Weekly Benefit Payment any income You receive from the following:

1. 401(k) plans;
2. profit sharing plans;
3. thrift plans;
4. tax sheltered annuities;
5. stock ownership plans;
6. credit disability insurance;
7. non-qualified plans of deferred compensation;
8. pension plans for partners;
9. military pension and disability income plans;
10. individual disability plans paid by the Employee;
11. a retirement plan from another plan sponsor;
12. individual retirement accounts (IRA)

If salary continuation or accumulated sick leave plan payments plus the Weekly Benefit Payment and Your Disability Work Earnings exceed 100% of Your Weekly Earnings, We will subtract the amount in excess of 100% from Your Weekly Benefit Payment.

If You May Qualify for Deductible Income Benefits

When We determine that You may qualify for benefits under items 1, 2 and 3 in the Deductible Sources of Income section, We will estimate Your entitlement to these benefits. We can reduce Your payment by the estimated amounts if such benefits:

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

Social Security Benefits

You must apply for benefits under the Federal Social Security Act if there is a reasonable basis for application. To apply for Social Security benefits means to pursue such benefits until You receive approval from the Social Security Administration, or a notice of denial of benefits from an administrative law judge.

We may require You to:

- Send Us Proof that You have applied for Social Security Benefits; *and*
- Sign a reimbursement agreement in which You agree to repay Us for any overpayments We may make to You under the Policy; *and*

- Sign a release that authorizes the Social Security Administration to provide information directly to Us regarding Your Social Security benefits eligibility.

When You receive approval or final denial for Your claim for Social Security benefits as described above, You must notify Us immediately. We will adjust the amount of Your Weekly Benefit Payment. You must promptly repay Us for any overpayment.

Recovery of Overpayment

We have the right to recover any amount that We determine to be an overpayment. This includes any prior or current overpayment from any past, current or new payable claim under the Policy. An overpayment occurs if We determine that:

- The total amount paid by Us on Your claim is more than the total amount then due to You under the Policy; *or*
- Payment made by Us should have been made under another plan.

If such overpayment occurs, You have an obligation to reimburse Us in full within 60 days of Our Written notice to You.

If We do not receive reimbursement in full within 60 days, We may, at Our sole discretion, use any available legal means to collect the overpayment, including but not limited to one or both of the following:

- Taking legal action;
- Stopping or reducing any future payments under the Policy, including the Minimum Weekly Benefit or any Additional Benefit or Additional Provision benefits, which might otherwise be payable to You or any other Claimant or payee.

You must immediately disclose to Us the amount of any retroactive payment You may receive from any of the Deductible Sources of Income. We have the right to obtain any information We may require relating to Your eligibility, application or receipt of Deductible Sources of Income. You must provide Us with Your Signed authorization to obtain such information upon Our request.

Adjustment for Underpayment

If We determine that You have been paid less than You are entitled to under the Policy, We will pay You the difference in a lump sum.

Proration

Any Short Term Disability Benefit payable for less than a week will be prorated based on a 7 day week. The prorated amount may be less than the Minimum Weekly Benefit.

Awards of Damages and Rights of Reimbursement

You will be required to reimburse Us for any benefits We pay to You if *both* of the following conditions are met:

1. Benefits are paid or payable under the Policy; *and*
2. You recover damages whether by action or law, settlement, or compromise from any person, organization, or legal entity that is or may be liable for any Illness, Injury, or other event giving rise directly or indirectly, to the Disability for which benefits are payable.

The term damages will include all lump sum or periodic payments however designated You receive under paragraph number 2 above. The provisions of this section shall apply whether or not the person, organization, or legal entity admits liability.

If You receive damages in one or more lump sum payments instead of in monthly or weekly payments, the amount You must reimburse to Us will be based on the amount of the award pro-rated over the period benefits have been or will be paid. You must provide satisfactory Proof of the award to Us, or We will reasonably estimate the amount to be reimbursed. Our rights shall be the first reimbursement out of all funds You, Your parents if You are a minor, or Your legal representative, is or was able to obtain under the conditions outlined above.

Your lawyer may represent Our rights of reimbursement. However, We reserve the right to:

- Appoint another lawyer to act on Our behalf; *and*
- Commence an action to pursue Our rights of reimbursement directly against a third party.

As an Insured, You must:

- Agree to fully co-operate with Us in pursuing Our claim against the third party, including but not limited to the furnishing of any information, documents, or other assistance We may reasonably require; *and*
- Agree to notify Us of any action You have or bring against any third party.

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Exclusions

The following exclusions apply to any and all benefits under the Policy, including any Additional Benefits or Additional Provisions unless otherwise specifically referenced.

The Policy does not cover any disabilities or loss caused by, resulting from, or related to any of the following:

1. War or an act of war, declared or undeclared, whether civil or international;
2. Service in the armed forces, military reserves or National Guard of any country or international authority, or in a civilian unit serving with such forces;
3. Self-inflicted Injury or Illness or Your attempt to commit suicide while sane or insane;
4. Participation in any riot: **i) Participating means:** Promoting, inciting, conspiring to promote or incite, aiding, abetting or all forms of taking part in a riot, but shall not include action taken in defense of the insured person, if such actions of defense are not taken against persons seeking to maintain or restore law and order, including, but not limited to police officers and fireman. **ii) Riot means:** All forms of violence, disorder, or disturbance of the public place by three or more persons assembled together, whether or not acting with common intent or whether or not damage to persons or property or unlawful act or acts is the intent or the consequence of such disorder, violence or disturbance.
5. Participating in, committing or attempting to commit a felony, or engaging in an illegal occupation. This exclusion applies even if You plead to a lesser charge or no contest;
6. Operating any Motorized Vehicle if Your blood alcohol concentration is in excess of the legal limit in the state in which the Accident or Injury occurred;
7. The loss was caused by the voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970; as now or hereafter amended, unless prescribed by his physician for the insured;
8. Loss of professional license, occupational license or certification;
9. Any Illness or Injury caused by or during employment for wage or profit, if You are eligible for coverage under Workers' Compensation or occupational disease law, or would have been eligible if the Plan Sponsor had not declined to provide Workers' Compensation insurance as allowed by the Plan Sponsor's state of domicile.

In addition, the Policy will not pay a benefit for any period for which any of the following applies:

1. You are no longer receiving, accepting or following Regular Care from a Physician.
2. With respect to a mental disorder, any period during which You are not under the continuing Regular Care of a Psychiatrist specializing in psychiatric care.
3. With respect to Alcoholism and Drug Addiction, any period during which You are not being actively supervised by and receiving continuing treatment from a rehabilitation center or a designated institution approved for such treatment by an appropriate body in the governing jurisdiction, or, if none, by Us.
4. You have applied for benefits under false pretenses, and these false pretenses resulted in a criminal conviction.
5. You unreasonably fail to submit to an Independent Medical Exam requested by Us.
6. You are confined to a penal or correctional institution.
7. Disability results from cosmetic or reconstructive surgery, except for complications arising from such surgery, or surgery necessary to correct a deformity caused by Illness or accidental Injury.
8. You or Your Physician fail to provide any medical or any psychiatric records which We request.
9. Any period that any other requirement or condition of the Policy is not met, including but not limited to those listed in the *When Disability Benefits End* section.

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General Provisions

Assignment

You cannot assign Your rights or benefits under the Policy.

Currency

All payments made to or by Us will be made in United States dollars.

Class Membership

You may only be insured under one Class at any time.

Misrepresentation

Any statement You make in an application to become insured is a representation and not a warranty. No representation made by You in an application to become insured will be used to reduce or deny Your claim or contest the validity of Your insurance unless:

- Your insurance would not have been approved except for Your misrepresentation; *and*
- Your misrepresentation is contained in a Written instrument Signed by You; *and*
- We give You or Your representative a copy of the Written instrument that contains Your misrepresentation.

Incontestability

We will not use misrepresentations made by You in a Written application to contest the validity of the insurance with respect to which such statement was made, after such insurance has been in force prior to the contest for a period of two years during Your lifetime. This section does not prevent Us from using at any time a defense based on:

- non-payment of premium; *or*
- any other provision of the Policy; *or*
- any other defense that is allowed by law.

Misstatement of Age or Other Facts

If Your age or any other fact was misstated, We will use the correct facts to determine whether You are insured and if so, for what amount and duration.

Errors

You must be properly insured under the Policy. An error or omission by the Plan Sponsor or by Us will not cause You to become insured. An error or omission by the Plan Sponsor or by Us will not cancel insurance that should continue nor continue insurance that should end. The requirements and conditions of the Policy must be properly met for any change in the amount of Your insurance to take effect. We have the right to full recovery of any overpayments made. Such reimbursement will be required regardless of whether the overpayment occurred due to an error by Us or by You, Your representative or beneficiary, or the Plan Sponsor.

Agency

The Plan Sponsor or employer and any administrator appointed by the Plan Sponsor or employer shall not be considered Our agents for any purpose. We are not liable for any of their acts or omissions.

Changes to Policy

The Policy including this Certificate may be amended at any time by Written agreement between the Plan Sponsor and Us, without the consent of or notice to any other individual. Any amendment must be in writing and attached to the Policy. The amendment must bear the signature or a reproduction of the signature of the President, a Vice President, or Secretary of Our company.

If You are not Actively at Work on the effective date of the amendment, the effective date with respect to You will be the date that You are again Actively at Work. However, if the amendment would reduce the amount of Your insurance, the effective date with respect to You will be the effective date of the amendment.

It is understood that, if the Policy is amended during Your continuous period of Disability, the amendment will have no effect on the amount of insurance during that same continuous period of Disability.

Enforcement of Policy Terms

If at any time We do not enforce a provision of the Policy, We will still retain Our right to enforce that provision at Our option.

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Claim and Payment Provisions

How to Claim Benefits

Due Written Proof of Claim is required in order to receive benefits under the Policy. Claim forms are available to You or Your beneficiary on request to the Plan Sponsor. For prompt payment, it is necessary that the claim form be completed in full. For a claim for loss of life, a certified copy of the death certificate must be provided to Us.

Notice of Claim

Notice of a claim must be given within 30 days after a covered loss starts, or as soon as reasonably possible. Written notice can be given to Us at Our Administrative Office or to Our agent. Reference to a "loss" merely means that an event occurred or an expense was incurred for which a benefit is payable under the Policy. The notice must identify You along with the Group Policy number shown in this Certificate.

For a claim for loss due to Disability, You must notify Us immediately if You return to work in any capacity.

Claim Forms

When We receive the notice of claim, We will send the Claimant forms for filing Proof of loss. The needed forms may also be obtained from the Plan Sponsor. If these forms are not given to the Claimant within 15 days, the Claimant can meet the Proof of loss requirements by giving Us a Written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss section.

Proof of Disability or Other Loss

Due Written Proof of Disability or other loss must be given to Us within 90 days after such loss. Failure to furnish the Proof within that time shall not invalidate or reduce the claim if the Proof is given as soon as reasonably possible. But, unless delayed by the Claimant's legal incapacity, the required Proof must be furnished within 2 years of the specific time. If the Policy terminates, the Claimant must give written notice and Proof of Disability or loss for a Disability or loss that began or occurred before the Policy ended within 90 days after the Policy terminated.

Proof of Disability will include information from Your Physician about Your condition. You must authorize the release of Your medical information. You must give Us any other information and items that We require to support Your claim. We reserve the right to determine if Your Proof of Disability is satisfactory in accordance with the Policy and any applicable Act or Law.

Filing Claim Forms

The Proof of Loss claim forms contain instructions as to how they should be completed and where they should be sent. Be sure to fully complete Your portion of the forms. Unanswered questions may delay the processing of Your claim.

Proof of Continuing Disability

From time to time You must give Proof satisfactory to Us at Your expense that You are still Disabled. We will ask You for this Proof at reasonable intervals. Such Proof must be provided to Us within 30 days, or as soon as reasonably possible thereafter. We will stop benefit payments if You do not give Proof satisfactory to Us that You are still Disabled. We may require You to provide Us with the name and address for any Hospital, health facility or institution where You received treatment, including all attending physicians, and to give us Your Written authorization to obtain additional medical information, including but not limited to complete copies of medical records. We may investigate Your claim at any time.

Proof of Financial Loss

We have the right to require Written Proof of Financial Loss. This includes, but is not limited to:

1. statements of Weekly Earnings and other written Proof of Your pre-disability income;
2. statements of income received from other sources while You are claiming benefits under the Policy;
3. evidence that due application has been made for all other available benefits;
4. tax returns and worksheets, tax statements, and accountant's statements; *and*
5. any other Proof that We may reasonably require.

We may perform financial audits at Our expense as often as We may reasonably require. Payment of benefits may be contingent upon Proof of Financial Loss being satisfactory to Us.

Payment of Claims

Upon receiving the required Proof of Disability or loss, We will pay any Disability benefits due during any period for which We are liable. Any balance remaining unpaid at the end of the period for which We are liable will be paid at that time.

Unless otherwise specifically provided by the terms of the Policy, all benefit payments will be made to:

- You, if living; *or*
- Your estate, if due to You after Your death.

If benefits are payable to Your estate, to a minor, or to a person who is incompetent, We may pay up to $1,000 to any of Your relatives or any other person who We deem entitled to it as a result of having incurred expenses for Your maintenance, medical attendance, or burial. We will be discharged to the extent of any payments made in good faith under this provision.

Notice of Claim Decisions

We will send You Written notice of Our claim decision within 45 days after We receive due Proof of Your loss. If there are special circumstances that require more time, We will send You a written notice within this timeframe that an additional 30 days is needed. If more time is still needed to make a claim determination, We will send You Written notice during this initial 30 day extension stating the special circumstances that require an additional 30 days. If We request additional information, You will have 45 days to respond to Our request, and We will send Written notice of Our claim decision within 30 days after We receive Your response.

If the Claim is wholly or partly denied, Our notice will include:

1. Reasons for such denial;
2. Reference to specific Policy provisions, rules or guidelines on which the denial was based;
3. A description of the additional information needed to support Your claim;
4. Information concerning Your right to request that We review Our decision; *and*
5. A description of Our review procedures, and time limits, and notice to You of Your right to bring a civil action.

Reconsideration of a Denied Claim

You may request Us to review Our denial of all or part of Your claim. This request must be in writing and must be received by Us no more than 180 days after You receive notice of Our claim decision. As part of this review, You may:

- Send Us written comments;

- Review any non-privileged information relating to Your claim; *and*
- Provide Us with other information or Proof in support of Your claim.

We will review Your claim promptly after receiving Your request. We will advise You of the results of Our review within 45 days after We receive Your request, or within 90 days if there are special circumstances that require more time. If We request additional information, You will have 45 days to respond to Our request, and We will send written notice of Our claim decision within 30 days after We receive Your response. Our decision will be in Writing and will include reference to specific Policy provisions, rules or guidelines on which the decision was based, and notice to You or Your right to bring a civil action.

Legal Actions

There are time limits as to when legal action can be taken to obtain Policy benefits. No legal action can be taken until 60 days after Written Proof of Loss has been given as discussed above. No legal action can be taken more than 2 years after Written Proof of Loss was required by the above terms. Legal action with respect to a claim that has been denied, in whole or in part, shall be contingent upon having obtained Our reconsideration of that claim as explained in the above Reconsideration of a Denied Claim provision.

Examinations

We may require that You undergo an Independent Medical Exam at reasonable intervals, at Our expense. No benefits will be paid beyond any date that:

- Due Proof that You remain Disabled is not provided when requested by Us; or
- You do not allow a Physician to examine You when required by Us.

If You die, We may require an autopsy, unless it is prohibited by law. Such exam or autopsy as required by this section will be at Our expense.

We may require You to be examined at Our expense by one or more Physicians, health care professionals, or vocational evaluators of Our choice. We may require examinations at any time and as often as reasonably necessary. The examinations may include such testing as We determine necessary to administer the terms and conditions of the Policy, including but not limited to medical testing and vocational testing. We will deny or stop benefit payments if You decline to be examined or if You do not cooperate with the examiner. Additionally, We reserve the right to have You interviewed by Our authorized representative.

Release of Information

You agree that We may request, and anyone may give to Us, any information, (inlcluding copies of records) about an illness, Injury or condition for which benefits are claimed, and that We may give similar information if requested to anyone providing similar benefits to You.

Discretionary Authority for Benefit Determination

We will make the final decision on claims for benefits under the Policy. When making a benefit determination, We will have discretionary authority to interpret the terms and provisions of the Policy. This discretionary authority should not be construed to limit the legal action that may be taken by an insured or beneficiary in accordance with the Legal Actions provision of the Policy, and any applicable state or federal law.

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Section II. Value Added Services

Note: The following additional services are not a part of Your Certificate of Coverage and do not modify your insured benefits.

The Value Added Services are provided based on negotiated agreements between the insurance company and certain service providers. Although the insurance company endeavors to make these services available to all policyholders and certificateholders as described below, modifications to our agreements with service providers may require that services be periodically modified or terminated. Such modification or termination of services may be made based on cost to the insurer, availability of services, or other business reasons at the discretion of the insurer or service providers.

1. Resource Advisor

When you feel pressure from everyday problems like work-related stress or family issues, Resource Advisor can help you get emotional, legal and financial support. No issue is too big or too small – and there's no extra cost to you.

Call us – support is one phone call away 24/7

You and your family can talk to a Resource Advisor counselor by phone who can:

- Give you advice and arrange for up to three visits with a counselor, if you need it.
- Put you in touch with a financial advisor if you have money problems.
- Connect you with a lawyer if you need legal help. You can meet by phone or in person.

Let us help if your identity is stolen

If your wallet or purse is lost or your identity stolen, we'll assign a Fraud Resolution Specialist to help get your identity back and restore your good credit.

Services include:

- Placing "fraud alerts" on credit reports and with creditors.
- Closing bank and credit card accounts where your identity is an issue.
- Arranging a phone meeting with a financial counselor.
- Setting up a meeting with a lawyer on issues around the identity theft (each visit must be for a separate issue.)

Go online for help any time… and a lot more

When you visit www.ResourceAdvisor.Anthem.com, you'll find:

- Tips on handling difficult life events and a depression screening tool.
- Parenting information. There's even a child and elder care provider finder.
- Financial tools to help you plan for major purchases or life events.
- You and your family members can register for identity monitoring at no cost.
- State-specific online wills and a legal library.

Give added support to beneficiaries when they need it most

Providing your loved ones with a little extra comfort and emotional support after you're gone is a lasting gift. Resource Advisor gives your beneficiaries:

- Three meetings with a mental health professional.
- Meetings with a legal and/or financial professional.
- Copies of The Healing Book: *Facing the Death – and Celebrating the Life – of Someone You Love*. This is a great resource book to talk to children about loss.
- Beneficiary Companion* services to help your family with estate details like closing bank accounts, credit cards and utilities.

*Beneficiary Companion services are provided by Europ Assistance USA, an independent company providing these services on behalf of Anthem Life.

Keep Resource Advisor close at hand. Just cut out and carry this wallet card.

Get support, advice and resources 24/7.

Call 888-209-7840 or visit
www.ResourceAdvisor.Anthem.com

Then log in with the program name:
AnthemResourceAdvisor

Note: if you retire, you can only use Resource Advisor until your retirement starts.

2. Save money with SpecialOffers@Anthem

Saving money is good. Saving money on things that are good for you – that's even better. With SpecialOffers@Anthem, you can receive discounts on products and services that help promote better health and well being. And, there's no extra cost to you. SpecialOffers@Anthem is just one of the perks of being a member.

Log on to www.anthem.com/specialoffers for details on discounts in categories like Family & Home, Fitness & Health, Medicine & Treatment, Vision, Hearing & Dental.

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