

# Short Term Disability Income Protection Plan

Effective Date: 7/1/14

ASO STD Policy: 466876

## Contact Information

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## II. Overview of Plan

The Plan is a short term disability income protection benefit plan (“Plan” or “Short Term Disability Plan”) sponsored by us to replace a portion of your income in the event a sickness or injury prevents you from working for a period of time. This Plan does not provide benefits for occupational injuries or sicknesses. Detailed information about your eligibility for coverage, what benefits are payable, how to file a claim, and other features of this Plan are contained in this document, which is referred to as your booklet.

The Plan is funded as provided in the Summary of Benefits section of this booklet. We have engaged Unum to provide certain administrative claims handling services for the Plan. Neither Unum nor any of its affiliates or related insuring entities insures the benefits under this Plan, or has any responsibility to fund benefits under the Plan.

We reserve the right to modify, amend, suspend or terminate, in whole or in part, any of the provisions of this Plan at any time for any reason or for no reason. When making a benefit determination under the Plan, we have discretionary authority to determine your eligibility for benefits and to interpret and enforce the terms and provisions of the Plan. We may delegate some or all of this authority to Unum at any time.

“We”, “us”, and “our”, as used in this summary, refer to the Employer identified on the cover page. The Employer is the Plan’s sponsor.

This booklet is written in plain English. If you do not understand any of the terms in it, or desire more information, you should contact us using the contact information on the cover page. Many of the terms used in this booklet are defined in the Definitions Section. Be sure to read all the definitions so that you will understand the Plan fully.

### III. Summary of Benefits

This Summary of Benefits highlights many of the features of this Short Term Disability Plan. Refer to each section for a more complete description of benefits under the Plan.

**Municipal Insurance Trust of North Carolina** including, if applicable, the following affiliates, divisions and subsidiaries

- Participating Employer members of Municipal Insurance Trust of North Carolina

**ELIGIBLE GROUP(S):**

To be eligible for benefits, you must be a member of the following eligible group:

All employees in active employment in the United States with the Employer.

**MINIMUM HOURS REQUIREMENT:**

To be eligible for benefits, you must meet the following requirements:

Employees must be working at least **30** hours per week.

Normal vacation is considered active employment. Temporary and seasonal workers are excluded from coverage.

**WAITING PERIOD:**

For employees in an eligible group on or before **7/1/14**: None

For employees entering an eligible group after **7/1/14**: **30** days of continuous active employment unless your governmental unit has a waiting period longer than 30 days, if so coverage will become effective on the 1<sup>st</sup> day of satisfactory completion of your government unit's waiting period.

**CREDIT PRIOR SERVICE:**

Unum will apply any prior period of work with your Employer toward the waiting period to determine your eligibility date.

**REHIRE:**

If your employment ends and you are rehired by us within **7 days**, your previous work while in an eligible group will apply toward the waiting period. All other Plan provisions apply.

**ELIMINATION PERIOD:**

The later of:

- 7 days for disability due to an injury; or
- 7 days for disability due to a sickness

Benefits begin the day after the elimination period is completed.

**WEEKLY BENEFIT AMOUNT:**

**60%** of weekly earnings

Your payment may be reduced by deductible sources of income and in some cases by the income you earn while disabled.

**WEEKLY EARNINGS:**

**“Weekly Earnings” means your gross weekly income from your Employer, including shift differential, in effect just prior to your date of disability. It includes your total income before taxes. It is prior to any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. It does not include income received from commissions, bonuses, overtime pay, or any other extra compensation, or income received from sources other than your Employer.**

**MAXIMUM PERIOD OF PAYMENT:**

**26 weeks** from date of disability

**OCCUPATIONAL INJURIES:**

Your Short Term Disability Plan does **not** cover disabilities due to an occupational sickness or injury.

**WHO PAYS FOR THE COST OF PLAN FUNDING?**

**The cost of your coverage is paid by your Employer**

## IV. Eligibility

### ***WHEN ARE YOU ELIGIBLE FOR COVERAGE?***

If you are in an eligible group, the date you are eligible for coverage is the later of:

- the Plan effective date; or
- the day after you complete your **waiting period**.

### ***WHEN DOES YOUR COVERAGE BEGIN?***

If we fund the benefits under the Plan, you will be covered at 12:01 a.m. at our primary place of business on the date you are eligible for coverage.

### ***WHAT IF YOU ARE ABSENT FROM WORK ON THE DATE YOUR COVERAGE WOULD NORMALLY BEGIN?***

If you are absent from work due to injury or sickness, your coverage will begin on the date you return to active employment.

### ***WHEN WILL CHANGES TO YOUR COVERAGE TAKE EFFECT?***

Once your coverage begins, any increased or additional coverage will take effect immediately if you are in active employment. If you are not in active employment due to injury or sickness, any increased or additional coverage will begin on the date you return to active employment.

### ***WHEN DOES YOUR COVERAGE END?***

Your coverage under the Plan ends on the earliest of:

- the date the Plan is terminated by us;
- the date you are no longer in an eligible group;
- the date your eligible group is no longer covered;
- the last day of the period for which you made any required contributions to the Plan; or
- the last day you are in active employment.

### ***WHAT HAPPENS IF YOU ARE ON A LAYOFF OR LEAVE?***

If you are on a layoff or leave, coverage may be continued for up to 2 weeks following the date the layoff or leave of absence begins.

# V. Benefit Provisions

## ***WHEN ARE YOU CONSIDERED DISABLED?***

### **DEFINITION OF RESIDUAL DISABILITY**

You are disabled when we determine that:

- you are limited from performing the material and substantial duties of your regular occupation due to your sickness or injury; and
- you have a 20% or more loss in weekly earnings due to the same sickness or injury.

You must be under the regular care of a physician in order to be considered disabled.

The loss of a professional or occupational license or certification does not, in itself, constitute disability.

We may require you to be examined by a physician, other medical practitioner and/or vocational expert of our choice. Unum will pay for this examination. We can require an examination as often as it is reasonable to do so. We may also require you to be interviewed by an authorized Unum Representative.

***HOW LONG MUST YOU BE DISABLED BEFORE YOU ARE ELIGIBLE TO RECEIVE BENEFITS?***

You must be continuously disabled through your **elimination period** in order to be eligible for benefits. A new elimination period will be applied to each disability.

***WHEN WILL YOU BEGIN TO RECEIVE PAYMENTS?***

You will begin to receive weekly payments when your claim is approved, providing the elimination period has been met. After the elimination period, if you are disabled for less than one week, you will receive 1/7<sup>th</sup> of your payment for each day of disability.

***HOW MUCH WILL YOUR BENEFIT AMOUNT BE WHEN YOU ARE DISABLED AND NOT WORKING?***

We will follow this process to figure your payment:

1. Multiply your **weekly earnings** by the weekly benefit percentage amount as stated in the Summary of Benefits. This is your **gross disability payment**.
2. Subtract from your gross disability payment any **deductible sources of income**.

The amount figured in Item 4 is your **weekly payment**.

***WHAT ARE YOUR WEEKLY EARNINGS?***

**"Weekly earnings"** means your gross weekly income from us in effect just prior to your date of disability. See Summary of Benefits for a description of how weekly earnings are calculated.

***WHAT WILL WE USE FOR WEEKLY EARNINGS IF YOU BECOME DISABLED DURING A LAYOFF OR LEAVE OF ABSENCE?***

If you become disabled while you are on a layoff or leave of absence and are covered under this Plan, we will use your weekly earnings in effect just prior to the date your absence begins.



## **WHAT BENEFIT WILL YOU RECEIVE IF YOU ARE WORKING AND DISABLED?**

We will send you the weekly payment if you are disabled and your weekly disability earnings, if any, are less than 20% of your weekly earnings.

If you are disabled and your weekly disability earnings are from 20% through 80% of your weekly earnings, you will receive payments based on the percentage of income you are losing due to your disability. We will follow this process to figure your payment:

1. Subtract your disability earnings from your weekly earnings.
2. Divide the answer in Item 1 by your weekly earnings. This is your percentage of lost earnings.
3. Multiply your weekly payment as shown above by the answer in Item 2.

This is the amount we will pay you for each week.

We may require you to send proof of your disability earnings each week. We will adjust your weekly payment based on your disability earnings.

As part of your proof of disability earnings, we can require that you send us appropriate financial records which we believe are necessary to substantiate your income.

## **WHAT ARE DEDUCTIBLE SOURCES OF INCOME?**

Payments that you receive or are entitled to receive as disability income payments are deductible sources of income and will be subtracted from your gross disability payment if they are paid pursuant to or under any:

- State Compulsory Benefit act or law
- Other group insurance plans

### **The amount the insured receives:**

- Under a salary continuation plan
- Under Title 46, United States Code Section 688 (The Jones Act)
- as disability payments under the Employer's retirement plan
- (voluntarily elects to receive) as retirement payments under the Employer's retirement plan
- as retirement payments when the insured reaches the later of:
  - age 62; or
  - normal retirement age, as defined in the Employer's retirement plan

Only deductible sources of income that are payable as a result of the same disability will be subtracted from the weekly payment.

Retirement Plan payments will be those benefits that are based on our contribution to the Retirement Plan. Disability benefits that reduce the retirement benefit under the Plan will not be subtracted from the weekly payment.

You must notify us whenever you receive payments that are deductible sources of income. You must repay us for any overpayment of your claim resulting from your failure to notify us in a timely manner of such income.

***HOW LONG WILL YOU RECEIVE PAYMENTS?***

You will receive a payment each week you qualify for benefits up to the **maximum period of payment**.

***WHEN WILL PAYMENTS STOP?***

We will stop sending you payments and your claim will end on the earliest of the following:

- the end of the maximum period of payment;
- the date you are no longer disabled under the terms of the Plan;
- the date you fail to submit proof of continuing disability;
- the date you die;
- after twelve months of payments if you are considered to reside outside the United States or Canada.
  - You will be considered to reside outside these countries when:
    - you have been outside the United States or Canada for a total of six months or more during any twelve consecutive months of benefits; or
    - when you are able to work in your regular occupation on a part-time basis but choose not to.

***WHAT HAPPENS IF YOU RETURN TO WORK FULL TIME AND YOUR DISABILITY OCCURS AGAIN?***

If you return to work with us on a full time basis for fourteen consecutive days or less, and you again become disabled, then your current disability will be treated as part of your prior claim and you will not have to complete another elimination period. If you return to work full time for fifteen or more consecutive days, your current disability will be treated as a new claim. The new claim will be subject to all of the provisions of the Plan and you will be required to satisfy a new elimination period.

## VI. Exclusions and Limitations

Benefits will not be paid for any disabilities caused by, contributed to by, or resulting from your:

- occupational sickness or injury,
- intentionally self-inflicted injuries, while sane or insane,

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

## VII. Claim and Appeal Information

### ***WHEN DO YOU NOTIFY US OF A CLAIM?***

We encourage you to notify Unum of your claim as soon as possible, so that a claim decision can be made in a timely manner. Written notice of a claim should be sent to Unum within 30 days after the date your disability begins. In addition, you must send Unum written proof of your claim no later than 90 days after your elimination period. 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.

You must notify Unum immediately when you return to work in any capacity. Unless we have given you different delivery instructions, you should use the contact information on the cover page when notifying Unum of your claim.

### ***HOW DO YOU FILE A CLAIM?***

A claim form, which can be used as your proof of claim, is available from Unum or from us. If you do not receive the form within 15 days of your request, send Unum written proof of claim without waiting for the form.

You must fill out the employee section of the claim form, have us complete the employer section and then give it to your attending physician. Your physician should fill out his or her section of the form and send it directly to Unum. Alternatively, you may follow any claims filing procedures approved by us and Unum. We will separately advise you of any such procedures.

## **WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM?**

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

- that you are under the regular care of a physician;
- the appropriate documentation of your weekly earnings;
- the date your disability began;
- the cause of your disability;
- the extent of your disability, including restrictions and limitations preventing you from performing your regular occupation; and
- the name and address of any hospital, institution or other source where you received treatment, including all attending physicians' names and addresses.

We may request that you send proof of continuing disability indicating that you are under the regular care of a physician. This proof, provided at your expense, must be received within 45 days of a request by us.

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

## **TO WHOM WILL PAYMENTS BE MADE?**

Payments will be made to you.

## **WHAT HAPPENS IF YOUR CLAIM IS OVERPAID?**

We have the right to recover any overpayments due to:

- fraud;
- any error made in processing a claim; and
- your receipt of deductible sources of income.

You must repay us for any overpayment in your claim. Alternatively, we may reduce or eliminate future payments instead of requiring repayment.

## **FRAUD WARNING**

We take fraud very seriously. If you, with intent to defraud or knowing that you are facilitating a fraud against us, submit an application or file a claim containing a false or deceptive statement, we will assert all legal and equitable rights against you and pursue all legal and equitable remedies we have against you.

## **WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?**

Unless special circumstances apply, all administrative appeal procedures offered by us must be completed before you begin any legal action regarding your claim. In no event, can you start any legal action regarding your claim more than three years from the time proof of claim is required, unless other timeframes apply under federal law.

## **CLAIM AND APPEAL PROCEDURES**

Upon receipt of the required proof of claim, a decision on your claim will be made promptly. If you fail to supply the needed information, your claim will be denied.

We will notify you in writing if a claim or any part of a claim is denied. The denial letter will state:

- the specific reason(s) for the denial with reference to the applicable Plan provision(s);
- a description of any additional material or information that is necessary to complete the claim;
- an explanation of why the additional material or information is necessary;
- a statement describing your access to documents; and
- a statement describing your appeal rights.

If you are not satisfied with the reason(s) for the denial, you or your representative may ask to have the claim reviewed by us. Your appeal must be in writing and must be sent to Unum within 180 days of your denial notice. Your appeal should include all supporting materials or information that will help us to review the claim. We will review your appeal and all new information submitted and notify you or your representative of our decision promptly. In some cases, we may request that you provide additional information to assist in the review.

## VIII. Definitions

**ACTIVE EMPLOYMENT** means you are working for us for earnings that are paid regularly and you are performing the material and substantial duties of your regular occupation. You must be working at least the minimum number of hours as described under the minimum hours requirements. Normal vacation is considered active employment.

**DEDUCTIBLE SOURCES OF INCOME** means income from deductible sources listed in the Plan which you receive or are entitled to receive while you are disabled. This income will be subtracted from your gross disability payment.

**DISABILITY EARNINGS** means the earnings which you receive while you are disabled and working, plus the earnings you could reasonably be expected to receive if you were working to your maximum capacity.

**ELIMINATION PERIOD** means a period of continuous disability which must be satisfied before you are eligible to receive benefits.

**EMPLOYEE** means a person who is in active employment in the United States with us.

**EMPLOYER** means the entity identified on the cover page and any division, affiliate or subsidiary listed in the Summary of Benefits.

**GROSS DISABILITY PAYMENT** means the benefit amount before we subtract deductible sources of income and disability earnings.

**HOSPITAL OR INSTITUTION** means a facility licensed to provide medical care and treatment for the condition causing your disability.

**INJURY** means a bodily injury that is the result of an accident.

**LAW, PLAN OR ACT** means the original enactments of any law, Plan or act and all amendments.

**LAYOFF or LEAVE OF ABSENCE** means you are temporarily absent from active employment for a period of time that has been agreed to in advance in writing by us. Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.

**LIMITED** means what you cannot or are unable to do.

**MATERIAL AND SUBSTANTIAL DUTIES** means duties that:

- are normally required for the performance of your regular occupation; and
- cannot be reasonably omitted or modified, except that if you are required to work on average in excess of 40 hours per week, we will consider you able to perform that requirement if you are working or have the capacity to work 40 hours per week.

**MAXIMUM CAPACITY** means, based on your restrictions and limitations, the greatest extent of work you are able to do in your regular occupation that is reasonably available.

**MAXIMUM PERIOD OF PAYMENT** means the longest period of time the Plan will make payments to you for any one period of disability.

**OCCUPATIONAL SICKNESS OR INJURY** means a sickness or injury that was caused by or aggravated by any employment for pay or profit.

**PART-TIME BASIS** means the ability to work and earn between 20% and 80% of your weekly earnings.

**PAYABLE CLAIM** means a claim for which the Plan is liable.

**PHYSICIAN** means:

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

You, or your spouse, children, parents or siblings will not be considered as a physician for a claim that you send to us.

**PLAN** means this Short Term Disability Plan.

**REGULAR CARE** means:

- you personally visit a physician as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat your disabling condition(s); and
- you are receiving the most appropriate treatment and care, which conforms with generally accepted medical standards, for your disabling condition(s) by a physician whose specialty or experience is the most appropriate for your disabling condition(s).

**REGULAR OCCUPATION** means the occupation you are routinely performing when your disability begins. We will look at your 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.

**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. Retirement Plan includes, but is not limited to, any plan which is part of any federal, state, county, municipal or association retirement system.

**SALARY CONTINUATION** means continued payments to you by us of all or part of your weekly earnings, after you become disabled as defined by the Plan. Salary continuation does not include compensation paid to you by us for work you actually perform after your disability begins. Such compensation is considered disability earnings and would be taken into account in calculating your weekly payment.

**SICKNESS** means an illness or disease.

**UNUM** means the insuring entity affiliated with Unum Group as identified on the cover page of this Plan.

**WAITING PERIOD** means the continuous period of time (shown in the Summary of Benefits) that you must be in active employment in an eligible group before you are eligible for coverage under the Plan.

**WE, US** and **OUR** mean the Employer, as identified on the cover page.

**WEEKLY BENEFIT** means the total benefit amount an employee is eligible for under the Plan subject to the maximum benefit.

**WEEKLY EARNINGS** means your gross weekly income from us just prior to your disability as defined in the Plan.

**WEEKLY PAYMENT** means your payment after any deductible sources of income have been subtracted from your gross disability payment.

**YOU** means a person who is eligible for coverage under the Plan.

**Agent for Service of  
Legal Process on the Plan:**

Service of legal process may be made upon the Plan Administrator and any Trustee of the Plan.

**Funding and Contributions:**

The Plan is funded as provided in the Summary of Benefits section. You are required to make contributions to the Plan as provided in the Summary of Benefits. No insurance policies are used to provide benefits under the Plan.

**EMPLOYER'S RIGHT TO AMEND THE PLAN**

We reserve the right, in our sole and absolute discretion, to amend, modify, or terminate, in whole or in part, any or all of the provisions of the Plan (including any related documents), at any time and for any reason or no reason.

If we cancel the Plan, coverage will end at 12:00 midnight at our primary business location on the last day of the Plan. If the Plan is cancelled, the cancellation will not affect a payable claim.

**HOW TO FILE A CLAIM**

If you wish to file a claim for benefits, you should follow the claim procedures described in the Plan. If you or your authorized representative has any questions about what to do, you or your authorized representative should contact Unum using the contact information on the cover page of the Plan.

**CLAIMS PROCEDURES**

You will receive notice of the decision on your claim no later than 45 days after the Claim is filed. This time period may be extended twice by 30 days if an extension is necessary due to matters beyond the control of the Plan and you are notified of the circumstances requiring the extension of time and the date by which a decision is expected. If an extension is necessary due to your failure to submit the information necessary to decide the Claim, the notice of extension will specifically describe the required information, and you will be afforded at least 45 days within which to provide the specified information. If you deliver the requested information within the time specified, any 30 day extension period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, your Claim may be decided without that information.

If your Claim for Benefits is wholly or partially denied, the notice of adverse benefit determination under the Plan will:

- state the specific reason(s) for the determination;



- reference specific Plan provision(s) on which the determination is based;
- describe additional material or information necessary to complete the claim and why such information is necessary;
- describe Plan procedures and time limits for appealing the determination, and your right to obtain information about those procedures and the right to sue in federal court; and
- disclose any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or state that such information will be provided free of charge upon request).

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

## **APPEALS PROCEDURES**

You have 180 days from the receipt of notice of an adverse benefit determination to file an appeal. Requests for appeals should be sent to the address specified in the claim denial. A decision on review will be made not later than 45 days following receipt of the written request for review. If special circumstances require an extension of time for a decision on review, the review period may be extended by an additional 45 days (90 days in total). You will be notified in writing if an additional 45 day extension is needed.

If an extension is necessary due to your failure to submit the information necessary to decide the appeal, the notice of extension will specifically describe the required information and you will be afforded at least 45 days to provide the specified information. If you deliver the requested information within the time specified, the 45 day extension of the appeal review period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, your appeal may be decided without that information.

You will have the opportunity to submit written comments, documents, or other information in support of your appeal. You will have access to all relevant documents as defined by applicable U.S. Department of Labor regulations. The review of the adverse benefit determination will take into account all new information, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination.

The review will be made by a person different from the person who made the initial determination and such person will not be the original decision maker's

subordinate. In the case of a claim denied on the grounds of a medical judgment, a health professional with appropriate training and experience will be consulted. The health care professional who is consulted on appeal will not be the individual who was consulted during the initial determination or a subordinate. If the advice of a medical or vocational expert was obtained by the Plan in connection with the denial of your claim, you will be provided with the names of each such expert, regardless of whether the advice was relied upon.

A notice that your request on appeal is denied will contain the following information:

- the specific reason(s) for the determination;
- a reference to the specific Plan provision(s) on which the determination is based;
- a statement disclosing any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or a statement that such information will be provided free of charge upon request);
- a statement describing your right to bring a civil suit under federal law;
- the statement that you are entitled to receive upon request, and without charge, reasonable access to or copies of all documents, records or other information relevant to the determination; and
- the statement that "You or your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

Unless there are special circumstances, this administrative appeal process must be completed before you begin any legal action regarding your claim.