



## **Group Plans**

### **Long Term Disability Plan Insurance Plan**

GROUP PLANS-ECONOMY PLAN



## **CERTIFICATE OF COVERAGE**

Unum Life Insurance Company of America (referred to as Unum) welcomes you as a client.

This is your certificate of coverage as long as you are eligible for coverage and you become insured. You will want to read it carefully and keep it in a safe place.

Unum has written your certificate of coverage in plain English. However, a few terms and provisions are written as required by insurance law. If you have any questions about any of the terms and provisions, please consult Unum's claims paying office. Unum will assist you in any way to help you understand your benefits.

If the terms and provisions of the certificate of coverage (issued to you) are different from the policy (issued to the policyholder), 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 policy is delivered in and is governed by the laws of the governing jurisdiction.

For purposes of effective dates and ending dates under the group policy, all days begin at 12:01 a.m. and end at 12:00 midnight at the Policyholder's address.

Unum Life Insurance Company of America  
2211 Congress Street  
Portland, Maine 04122

**The insurance policy under which this certificate is issued is not a policy of Workers' Compensation Insurance. You should consult your Employer to determine whether your employer is a subscriber to the Workers' Compensation system.**

### **Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right of appeal.

#### **Unum**

To file a complaint through your insurance company or HMO:

**Call: Customer Relations**  
**Toll-Free: 800-321-3889; Option 2**  
Email: [custrel@unum.com](mailto:custrel@unum.com)  
Mail: 2211 Congress Street  
Portland, Maine 04122

#### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439  
File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)  
Mail: MC 111-1A  
P.O. Box 149091  
Austin, TX 78714-9091

### **¿Tiene una queja o necesita ayuda?**

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar un queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

#### **Unum**

Para presentar una queja a través de su compañía de seguros o HMO:

**Llamada: Relaciones con el cliente**  
**Teléfono gratuita: 800-321-3889; Opción 2**  
Correo electrónico: [custrel@unum.com](mailto:custrel@unum.com)  
Dirección postal: 2211 Congress Street  
Portland, Maine 04122

#### **El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439  
Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)  
Dirección postal: MC 111-1A  
P.O. Box 149091  
Austin, TX 78714-9091

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# **BENEFITS AT A GLANCE**

## **LONG TERM DISABILITY PLAN**

This long term disability plan provides financial protection for you by paying a portion of your income while you are disabled. The amount you receive is based on the amount you earned before your disability began. In some cases, you can receive disability payments even if you work while you are disabled.

### **ORIGINAL PLAN**

**EFFECTIVE DATE:** January 1, 2002

**POLICY NUMBER:** 111604 021 (Group Plans - Economy Plan)

### **ELIGIBLE CLASS(ES):**

All active full-time employees earning wages from an Employer who has elected to participate in the Economy Long Term Disability Plan made available by or through GuideStone Financial Resources of the Southern Baptist Convention.

**NOTE:** If you work for more than one Employer and each Employer offers a Long Term Disability plan and/or a Short Term Disability plan, you must choose through which Employer you want to have Long Term Disability and/or Short Term Disability coverage. You can not be covered under more than one Long Term Disability plan or more than one Short Term Disability plan.

Certain terms and conditions apply if you are working outside of the United States:

- Subject to the terms and conditions in this long term disability insurance plan, Unum will continue long term disability insurance coverage for all active full-time employees working outside the United States who are earning wages from an Employer who had elected to participate in the Group long term disability plan made available by or through GuideStone Financial Resources of the Southern Baptist Convention prior to January 1, 2008.
- Subject to the terms and conditions in this long term disability insurance plan, Unum will continue long term disability insurance coverage for all active full-time employees working outside the United States who are earning wages from an Employer who had elected to participate in the Group long term disability plan made available by or through GuideStone Financial Resources of the Southern Baptist Convention on or after January 1, 2008, excluding employees working in Afghanistan, Algeria, Central African Republic, Chad, Congo, East Timor, Eritrea, Iran, Iraq, Kenya, Lebanon, Pakistan, Somalia, South Sudan, Sudan, Syria, Tanzania, Uganda, Uzbekistan, and Yemen. Coverage will not be extended in these locations.

### **MINIMUM HOURS REQUIREMENT:**

You must be working at least the number of hours specified by your Employer, but not less than 20 paid hours per week.

### **WAITING PERIOD:**

As specified by your Employer

### **REHIRE:**

As specified by your Employer

### **CREDIT PRIOR SERVICE:**

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

## **WHO PAYS FOR THE COVERAGE:**

Your Employers' Long Term Disability plan may be partially contributory or 100% noncontributory. If your Employer's Long Term Disability plan is partially contributory, your Employer must pay at least 50%.

## **ELIMINATION PERIOD:**

The later of:

- 180 days; or
- the date your insured Short Term Disability payments end, if applicable.

Benefits begin the day after the elimination period is completed.

## **MONTHLY BENEFIT:**

60% of monthly earnings to a maximum benefit of \$7,500 per month.

**Your payment may be reduced by deductible sources of income and disability earnings. Some disabilities may not be covered or may have limited coverage under this plan.**

## **MAXIMUM PERIOD OF PAYMENT:**

| <u>Age at Disability</u> | <u>Maximum Period of Payment</u>     |
|--------------------------|--------------------------------------|
| Less than age 60         | To age 65, but not less than 5 years |
| Age 60                   | 60 months                            |
| Age 61                   | 48 months                            |
| Age 62                   | 42 months                            |
| Age 63                   | 36 months                            |
| Age 64                   | 30 months                            |
| Age 65                   | 24 months                            |
| Age 66                   | 21 months                            |
| Age 67                   | 18 months                            |
| Age 68                   | 15 months                            |
| Age 69 and over          | 12 months                            |

No premium payments are required for your coverage while you are receiving payments under this plan.

## **REHABILITATION AND RETURN TO WORK ASSISTANCE BENEFIT:**

10% of your gross disability payment to a maximum benefit of \$1,000 per month.

In addition, we will make monthly payments to you for 3 months following the date your disability ends if we determine you are no longer disabled while:

- you are participating in the Rehabilitation and Return to Work Assistance program; and
- you are not able to find employment.

## **CHILD CARE EXPENSE BENEFIT:**

While you are participating in Unum's Rehabilitation and Return to Work Assistance program, you may receive payments to cover certain child care expenses limited to the following amounts:

Child Care Expense Benefit Amount: \$250 per month, per child

Child Care Expense Maximum Benefit Amount: \$1,000 per month for all eligible child care expenses combined



**TOTAL BENEFIT CAP:**

The total benefit payable to you on a monthly basis (including all benefits provided under this plan) will not exceed 100% of your monthly earnings.

**OTHER FEATURES:**

Continuity of Coverage

Minimum Benefit

Pre-Existing Condition Exclusion

Survivor Benefit

Work Life Assistance Program

**The above items are only highlights of this plan. For a full description of your coverage, continue reading your certificate of coverage section.**

## **CLAIM INFORMATION**

### **LONG TERM DISABILITY**

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

We encourage you to notify us of your claim as soon as possible, so that a claim decision can be made in a timely manner. Written notice of a claim should be sent within 30 days after the date your disability begins. However, 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 1 year after the time proof is otherwise required except in the absence of legal capacity.

The claim form is available from your Employer, the Policyholder, or you can request a claim form from us. If you do not receive the form from Unum within 15 days of your request, send Unum written proof of claim without waiting for the form.

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

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

You and your Employer must fill out your own sections of the claim form 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.

#### ***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 monthly 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 or institution** where you received treatment, including all attending physicians.

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

The initial payment for a payable claim will be made within 60 days from the date proof is received.

#### ***TO WHOM WILL UNUM MAKE PAYMENTS?***

Unum will make payments to you.

## ***WHAT IF YOUR CLAIM IS DENIED?***

In the event that your claim is denied, either in full or in part, Unum will notify you in writing and you will have 45 days from the date you receive the claim denial to submit additional information for administrative reconsideration.

## ***WHAT DO YOU DO TO APPEAL?***

If your claim is denied after administrative reconsideration, you may file an appeal. Your appeal must be submitted within 180 days from the date you receive the claim denial and it should be sent in writing to the address specified in the claim denial.

A final decision on review will be made no later than 45 days following receipt of the written request for review. If Unum determines that special circumstances require an extension of time for a final decision on review, the review period may be extended by an additional 45 days (90 days in total). Unum will notify you in writing if an additional 45 day extension is needed.

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 (within the meaning of Lab. Reg. § 2560.503-1 (m) (8)) upon written request. 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 conducted by Unum and will be made by a person different from the person who made the initial determination. This person shall also be a person different from the person who made the administrative reconsideration, if requested, and such person will not be the original decision maker's subordinate (or the subordinate of the person who made the administrative reconsideration, if requested). In the case of a claim denied on the grounds of medical necessity or experimental treatment, Unum will consult with a health professional with appropriate training. The health care professional who is consulted on appeal will not be the individual who was consulted during the initial determination or his subordinate.

## ***WHAT HAPPENS IF UNUM OVERPAYS YOUR CLAIM?***

Unum has the right to recover any overpayments due to:

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

You must reimburse us in full. We will determine the method by which the repayment is to be made.

Unum will not recover more money than the amount we paid you.

## GENERAL PROVISIONS

### ***WHAT IS THE CERTIFICATE OF COVERAGE?***

This certificate of coverage is a written statement prepared by Unum and may include attachments. It tells you:

- the coverage for which you may be entitled;
- to whom Unum will make a payment; and
- the limitations, exclusions and requirements that apply within a plan.

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

If you are working for your Employer in an eligible class, the date you are eligible for coverage is the later of:

- the Employer's plan effective date; or
- the day after you complete your **waiting period**, if any.

If you are working for more than one Employer and each Employer offers a Long Term Disability plan and/or a Short Term Disability plan, you must choose through which Employer you want to have Long Term Disability and/or Short Term Disability coverage. You can not be covered under more than one Long Term Disability plan or more than one Short Term Disability plan.

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

When your Employer pays 100% of the cost of your coverage under a plan, you will be covered at 12:01 a.m. on the date you are eligible for coverage.

When you and your Employer share the cost of your coverage under a plan or when you pay 100% of the cost yourself, you will be covered at 12:01 a.m. on the latest of:

- the date you are eligible for coverage, if you apply for insurance on or before that date;
- the date you apply for insurance, if you apply within 31 days after your eligibility date; or
- the date Unum approves your evidence of insurability form, if **evidence of insurability** is required.

Evidence of insurability is required if you:

- are a late applicant, which means you apply for coverage more than 31 days after the date you are eligible for coverage; or
- voluntarily cancelled your coverage and are reapplying; unless you were on a paid leave of absence and have notified the Policyholder within 31 days from the date you return to active employment.

Evidence of insurability is not required if you are moving from the Premier plan (Policy #111605) to the Economy plan (Policy #111604).

Evidence of insurability is not required if you are moving from the Choice plan (Policy #116739) to the Economy plan (Policy #111604).

An evidence of insurability form can be obtained from your Employer or the Policyholder.

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

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

***ONCE YOUR COVERAGE BEGINS, WHAT HAPPENS IF YOU ARE TEMPORARILY NOT WORKING?***

If you are on a paid **leave of absence**, and if premium is paid, you will be covered for up to 12 months following the date your paid leave of absence begins.

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

Once your coverage begins, any increase in your coverage due to a change in your weekly/monthly earnings or due to a plan change requested by your Employer will take effect on the date the change is reported to the Policyholder, if you are in active employment or if you are on a covered leave of absence. If you are not in active employment due to injury or sickness, any increase in your coverage will begin on the date you return to active employment.

Any decrease in coverage will take effect on the date reported to the Policyholder, but will not affect a **payable claim** that occurs prior to the decrease.

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

Your coverage under the policy or a plan ends on the earliest of:

- the date the policy or a plan is cancelled;
- the date you no longer are in an eligible class;
- the date your eligible class is no longer covered;
- the last day of the period for which you or your Employer made any required contributions;
- the last day you are in active employment except as provided under the covered leave of absence provision; or
- the date your Employer no longer is a participating Employer with GuideStone Financial Resources of the Southern Baptist Convention.

Unum will provide coverage for a payable claim which occurs while you are covered under the policy or plan.

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

You can start legal action regarding your claim 60 days after proof of claim has been given and up to 3 years from the time proof of claim is required, unless otherwise provided under federal law.

## ***HOW CAN STATEMENTS MADE IN YOUR APPLICATION FOR THIS COVERAGE BE USED?***

Unum considers any statements you, your Employer or the Policyholder make in a signed application for coverage a representation and not a warranty. If any of the material statements you, your Employer or the Policyholder make are not complete and/or not true at the time they are made, we can:

- reduce or deny any claim; or
- cancel your coverage from the original effective date.

We will use only statements made in a signed application as a basis for doing this. A copy of the statements will be provided to you or your beneficiary. These statements cannot be used to reduce or deny coverage if your coverage has been in force for at least two years.

However, if the Employer or the Policyholder gives us information about you that is incorrect, we will:

- use the facts to determine if you have coverage under the plan according to the policy provisions and in what amounts; and
- make a fair adjustment of the premium.

## ***HOW WILL UNUM HANDLE INSURANCE FRAUD?***

Unum wants to ensure you, your Employer and the Policyholder do not incur additional insurance costs as a result of the undermining effects of insurance fraud. Unum promises to focus on all means necessary to support fraud detection, investigation, and prosecution.

It is a crime if you knowingly, and with intent to injure, defraud or deceive Unum, or provide any information, including filing a claim, that contains any false, incomplete or misleading information. These actions, as well as submission of materially false information, will result in denial of your claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. Unum will pursue all appropriate legal remedies in the event of insurance fraud.

## ***DOES THE POLICY REPLACE OR AFFECT ANY WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE?***

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

## ***DOES THE POLICYHOLDER ACT AS UNUM'S AGENT?***

For purposes of the policy, under no circumstances will the Policyholder be deemed the agent of Unum.

## ***DOES YOUR EMPLOYER ACT AS UNUM'S AGENT?***

Under no circumstances will your Employer be deemed the agent of Unum.

## LONG TERM DISABILITY BENEFIT INFORMATION

### ***HOW DOES UNUM DEFINE DISABILITY?***

You are disabled when Unum determines 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 your **indexed monthly earnings** due to the same sickness or injury.

After 24 months of payments, you are disabled when Unum determines that due to the same sickness or injury, you are unable to perform the duties of any **gainful occupation** for which you are reasonably fitted by education, training or experience.

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**. Unum will treat your disability as continuous if your disability stops for 30 days or less during the elimination period. The days that you are not disabled will not count toward your elimination period.

Your elimination period is the later of:

- 180 days; or
- the date your insured Short Term Disability payments end, if applicable.

### ***CAN YOU SATISFY YOUR ELIMINATION PERIOD IF YOU ARE WORKING?***

Yes. If you are working while you are disabled, the days you are disabled will count toward your elimination period.

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

You will begin to receive payments when we approve your claim, providing the elimination period has been met and you are disabled. We will send you a payment monthly for any period for which Unum is liable.

## ***HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED?***

We will follow this process to figure your payment:

1. Multiply your monthly earnings by 60%.
2. The maximum **monthly benefit** is \$7,500.
3. Compare the answer from Item 1 with the maximum monthly benefit. The lesser of these two amounts is your **gross disability payment**.
4. Subtract from your gross disability payment any **deductible sources of income**.

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

## ***WILL UNUM EVER PAY MORE THAN 100% OF MONTHLY EARNINGS?***

The total benefit payable to you on a monthly basis (including all benefits provided under this plan) will not exceed 100% of your monthly earnings.

## ***WHAT ARE YOUR MONTHLY EARNINGS?***

"Monthly Earnings" means your gross monthly income from services with your Employer which was last reported to GuideStone Financial Resources of the Southern Baptist Convention prior to the date of your disability. It may include your total income just before taxes and before any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 403(b) annuity, Section 125 plan, or qualified transportation plan. It may include income actually received from bonuses, overtime pay, housing allowance or any other extra compensation, or income received from sources as last reported to GuideStone Financial Resources of the Southern Baptist Convention.

## ***WHAT WILL WE USE FOR MONTHLY EARNINGS IF YOU BECOME DISABLED DURING A COVERED LEAVE OF ABSENCE?***

If you become disabled while you are on a covered leave of absence, we will use your monthly earnings from your Employer in effect just prior to the date your absence begins.

## ***HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED AND WORKING?***

We will send you the monthly payment if you are disabled and your monthly **disability earnings**, if any, are less than 20% of your indexed monthly earnings, due to the same sickness or injury.

If you are disabled and your monthly disability earnings are 20% or more of your indexed monthly earnings, due to the same sickness or injury, Unum will figure your payment as follows:

During the first 12 months of payments, while working, your monthly payment will not be reduced as long as disability earnings plus the gross disability payment does not exceed 100% of indexed monthly earnings.

1. Add your monthly disability earnings to your gross disability payment.
2. Compare the answer in Item 1 to your indexed monthly earnings.



If the answer from Item 1 is less than or equal to 100% of your indexed monthly earnings, Unum will not further reduce your monthly payment.

If the answer from Item 1 is more than 100% of your indexed monthly earnings, Unum will subtract the amount over 100% from your monthly payment.

After 12 months of payments, while working, you will receive payments based on the percentage of income you are losing due to your disability.

1. Subtract your disability earnings from your indexed monthly earnings.
2. Divide the answer in Item 1 by your indexed monthly earnings. This is your percentage of lost earnings.
3. Multiply your monthly payment by the answer in Item 2.

This is the amount Unum will pay you each month.

During the first 24 months of disability payments, if your monthly disability earnings exceed 80% of your indexed monthly earnings, Unum will stop sending you payments and your claim will end.

Beyond 24 months of disability payments, if your monthly disability earnings exceed 60% of your indexed monthly earnings, Unum will stop sending you payments and your claim will end.

Unum may require you to send proof of your monthly disability earnings at least quarterly. We will adjust your payment based on your quarterly 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.

After the elimination period, if you are disabled for less than 1 month, we will send you 1/30 of your payment for each day of disability.

### ***HOW CAN WE PROTECT YOU IF YOUR DISABILITY EARNINGS FLUCTUATE?***

If your disability earnings routinely fluctuate widely from month to month, Unum may average your disability earnings over the most recent 3 months to determine if your claim should continue.

If Unum averages your disability earnings, we will not terminate your claim unless:

- During the first 24 months of disability payments, the average of your disability earnings from the last 3 months exceeds 80% of indexed monthly earnings; or
- Beyond 24 months of disability payments, the average of your disability earnings from the last 3 months exceeds 60% of indexed monthly earnings.

We will not pay you for any month during which disability earnings exceed the amount allowable under the plan.

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

Unum will subtract from your gross disability payment the following deductible sources of income:

1. The amount that you receive or are entitled to receive under:
  - a workers' compensation law.
  - an occupational disease law.
  - any other **act** or **law** with similar intent.
2. The amount that you receive or are entitled to receive as disability income payments under any:
  - state compulsory benefit **act** or **law**.
  - automobile liability insurance policy.
  - other group insurance plan.
  - governmental retirement system as a result of your job with your Employer.
3. The amount that you, your spouse and your children receive or are entitled to receive as disability payments because of your disability under:
  - the United States Social Security Act.
  - the Canada Pension **Plan**.
  - the Quebec Pension Plan.
  - any similar plan or act.
4. The amount that you receive under Title 46, United States Code Section 688 (The Jones Act).
5. The amount that you receive under a **salary continuation** or **accumulated sick leave** plan, including paid time off.
6. The amount that you receive from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise that represents recovery for income replacement (lost wages).

Unum will only subtract deductible sources of income which are payable as a result of the same disability.

## **WHAT ARE NOT DEDUCTIBLE SOURCES OF INCOME?**

Unum will not subtract from your gross disability payment income you receive from, but not limited to, the following:

- 401(k) plans
- profit sharing plans
- thrift plans
- tax sheltered annuities
- stock ownership plans
- non-qualified plans of deferred compensation
- pension plans for partners
- military pension and disability income plans

- credit disability insurance
- franchise disability income plans
- a retirement plan from another Employer
- individual retirement accounts (IRA)
- individual disability income plans

***WHAT IF SUBTRACTING DEDUCTIBLE SOURCES OF INCOME RESULTS IN A ZERO BENEFIT? (Minimum Benefit)***

The minimum monthly payment is the greater of:

- \$100; or
- 10% of your gross disability payment.

Unum may apply this amount toward an outstanding overpayment.

***WHAT HAPPENS WHEN YOU RECEIVE A COST OF LIVING INCREASE FROM DEDUCTIBLE SOURCES OF INCOME?***

Once Unum has subtracted any deductible source of income from your gross disability payment, Unum will not further reduce your payment due to a cost of living increase from that source.

***WHAT IF UNUM DETERMINES YOU MAY QUALIFY FOR DEDUCTIBLE INCOME BENEFITS?***

When we determine that you may qualify for benefits under Item(s) 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; and
- have not been denied; or
- have been denied and the denial is being appealed.

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

- apply for the disability payments under Item(s) 1, 2 and 3 in the deductible sources of income section and appeal your denial to all administrative levels Unum feels are necessary; and
- sign Unum's payment option form. This form states that you promise to pay us any overpayment caused by an award.

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

- of the amount awarded; or
- that benefits have been denied and all appeals Unum feels are necessary have been completed. In this case, a lump sum refund of the estimated amount will be made to you.

If you receive a lump sum payment from any deductible sources of income, the lump sum will be pro-rated on a monthly basis over the time period for which the sum was given. If no time period is stated, we will use a reasonable one.

## **HOW LONG WILL UNUM CONTINUE TO SEND YOU PAYMENTS?**

Unum will send you a payment each month up to the **maximum period of payment**. Your maximum period of payment is based on your age at disability as follows:

| <u>Age at Disability</u> | <u>Maximum Period of Payment</u>     |
|--------------------------|--------------------------------------|
| Less than age 60         | To age 65, but not less than 5 years |
| Age 60                   | 60 months                            |
| Age 61                   | 48 months                            |
| Age 62                   | 42 months                            |
| Age 63                   | 36 months                            |
| Age 64                   | 30 months                            |
| Age 65                   | 24 months                            |
| Age 66                   | 21 months                            |
| Age 67                   | 18 months                            |
| Age 68                   | 15 months                            |
| Age 69 and over          | 12 months                            |

## **WHEN WILL PAYMENTS STOP?**

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

- during the first 24 months of payments, when you are able to work in your regular occupation on a **part-time basis** but you choose not to;
- after 24 months of payments, when you are able to work in any gainful occupation on a part-time basis but you choose not to;
- the end of the maximum period of payment;
- the date you are no longer disabled under the terms of the plan, unless you are eligible to receive benefits under Unum's Rehabilitation and Return to Work Assistance program;
- the date you fail to cooperate or participate in Unum's Rehabilitation and Return to Work Assistance program;
- the date you fail to submit proof of continuing disability;
- after 12 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 period of 6 months or more during any 12 consecutive months of benefits;
- the date your disability earnings exceed the amount allowable under the plan;
- the date you die.

## **WHAT DISABILITIES HAVE A LIMITED PAY PERIOD UNDER YOUR PLAN?**

Disabilities, due to sickness or injury, which are primarily based on **self-reported symptoms**, and disabilities due to **mental illness** have a limited pay period up to 12 months.

Unum will continue to send you payments beyond the 12 month period if you meet one or both of these conditions:

1. If you are confined to a **hospital or institution** at the end of the 12 month period, Unum will continue to send you payments during your confinement.

If you are still disabled when you are discharged, Unum will send you payments for a recovery period of up to 90 days.

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

2. In addition to Item 1, if, after the 12 month period for which you have received payments, you continue to be disabled and subsequently become confined to a hospital or institution for at least 14 days in a row, Unum will send payments during the length of the reconfinement.

Unum will not pay beyond the limited pay period as indicated above, or the maximum period of payment, whichever occurs first.

Unum will not apply the mental illness limitation to dementia if it is a result of:

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

### ***WHAT DISABILITIES ARE NOT COVERED UNDER YOUR PLAN?***

Your plan does not cover any disabilities caused by, contributed to by, or resulting from your:

- intentionally self-inflicted injuries.
- active participation in a riot.
- loss of a professional license, occupational license or certification.
- commission of a crime for which you have been convicted under state or federal law.
- pre-existing condition.

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

Unum will not pay a benefit for any period of disability during which you are incarcerated.

### ***WHAT IS A PRE-EXISTING CONDITION?***

You have a pre-existing condition if:

- you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines in the 3 months just prior to your effective date of coverage; and

- the disability begins in the first 12 months after your effective date of coverage unless you have been **treatment free** for 3 consecutive months after your effective date of coverage.

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

If you have a **recurrent disability**, Unum will treat your disability as part of your prior claim and you will not have to complete another elimination period if:

- you were continuously insured under the plan for the period between your prior claim and your recurrent disability; and
- your recurrent disability occurs within 6 months of the end of your prior claim.

Your recurrent disability will be subject to the same terms of this plan as your prior claim.

Any disability which occurs after 6 months from the date your prior claim ended will be treated as a new claim. The new claim will be subject to all of the policy provisions.

If you are covered under another group long term disability plan on the date of your recurrent disability and are entitled to payments under that plan, you will not be eligible for further payments from Unum.

## **LONG TERM DISABILITY**

### **OTHER BENEFIT FEATURES**

#### ***WHAT BENEFITS WILL BE PROVIDED TO YOUR FAMILY IF YOU DIE? (Survivor Benefit)***

When Unum receives proof that you have died, we will pay your **eligible survivor** a lump sum benefit equal to 3 months of your gross disability payment if, on the date of your death:

- your disability had continued for 180 or more consecutive days; and
- you were receiving or were entitled to receive payments under the plan.

If you have no eligible survivors, payment will be made to your estate, unless there is none. In this case, no payment will be made.

However, we will first apply the survivor benefit to any overpayment which may exist on your claim.

#### ***WHAT IF YOU HAVE A DISABILITY DUE TO A PRE-EXISTING CONDITION WHEN YOUR EMPLOYER CHANGES INSURANCE CARRIERS TO UNUM? (Continuity of Coverage)***

Unum may send a payment if your disability results from a pre-existing condition if, you were:

- in active employment and insured under the plan on its effective date; and
- insured by the prior policy at the time of change.

In order to receive a payment you must satisfy the pre-existing condition provision under:

1. the Unum plan; or
2. the prior carrier's plan, if benefits would have been paid had that policy remained in force.

If you do not satisfy Item 1 or 2 above, Unum will not make any payments.

If you satisfy Item 1, we will determine your payments according to the Unum plan provisions.

If you only satisfy Item 2, we will administer your claim according to the Unum plan provisions. However, your payment will be the lesser of:

- a. the monthly benefit that would have been payable under the terms of the prior plan if it had remained in force; or
- b. the monthly payment under the Unum plan.

Your benefits will end on the earlier of the following dates:

1. the end of the maximum benefit period under the plan; or
2. the date benefits would have ended under the prior plan if it had remained in force.

## ***HOW CAN UNUM'S REHABILITATION AND RETURN TO WORK ASSISTANCE PROGRAM HELP YOU RETURN TO WORK?***

Unum has a vocational Rehabilitation and Return to Work Assistance program available to assist you in returning to work. We will determine whether you are eligible for this program. In order to be eligible for rehabilitation services and benefits, you must be medically able to engage in a return to work program.

Your claim file will be reviewed by one of Unum's rehabilitation professionals to determine if a rehabilitation program might help you return to gainful employment. As your file is reviewed, medical and vocational information will be analyzed to determine an appropriate return to work program.

If we determine you are eligible to participate in a Rehabilitation and Return to Work Assistance program, you must participate in order to receive disability benefits. We will provide you with a written Rehabilitation and Return to Work Assistance plan developed specifically for you. You must comply with the terms of the Rehabilitation and Return to Work Assistance plan in order to receive disability benefits.

The rehabilitation program may include, but is not limited to, the following services and benefits:

- coordination with your Employer to assist you to return to work;
- adaptive equipment or job accommodations to allow you to work;
- vocational evaluation to determine how your disability may impact your employment options;
- job placement services;
- resume preparation;
- job seeking skills training; or
- education and retraining expenses for a new occupation.

## ***WHAT ADDITIONAL BENEFITS WILL UNUM PAY WHILE YOU PARTICIPATE IN A REHABILITATION AND RETURN TO WORK ASSISTANCE PROGRAM?***

We will pay an additional disability benefit of 10% of your gross disability payment to a maximum benefit of \$1,000 per month.

This benefit is not subject to policy provisions which would otherwise increase or reduce the benefit amount such as Deductible Sources of Income. However, the Total Benefit Cap will apply.

In addition, we will make monthly payments to you for 3 months following the date your disability ends if we determine you are no longer disabled while:

- you are participating in the Rehabilitation and Return to Work Assistance program; and
- you are not able to find employment.

This benefit payment may be paid in a lump sum.



## ***WHEN WILL REHABILITATION AND RETURN TO WORK ASSISTANCE BENEFITS END?***

Benefit payments will end on the earliest of the following dates:

- the date Unum determines that you are no longer eligible to participate in Unum's Rehabilitation and Return to Work Assistance program; or
- any other date on which monthly payments would stop in accordance with this plan.

## ***WHAT ADDITIONAL BENEFIT IS AVAILABLE FOR CHILD CARE EXPENSES IF YOU ARE PARTICIPATING IN UNUM'S REHABILITATION AND RETURN TO WORK ASSISTANCE PROGRAM?***

When you are disabled and incurring child care expenses for your dependent child(ren) and participating continuously in Unum's Rehabilitation and Return to Work Assistance program, we will pay the Child Care Expense Benefit Amount. The payment of the Child Care Expense Benefit Amount will begin immediately after you start Unum's rehabilitation program.

### ***CHILD CARE EXPENSE BENEFIT AMOUNT***

Our payment of the Child Care Expense Benefit Amount will:

1. be \$250 per month, per child; and
2. not exceed \$1,000 per month for all eligible child care expenses combined.

### ***CHILD CARE EXPENSE BENEFIT RULES***

The Child Care Expense Benefit will be provided to reimburse your expenses incurred for providing care for your dependent children who are:

1. under the age of 15; or
2. incapable of providing their own care on a daily basis due to their own physical handicap or mental retardation.

To receive this benefit, you must provide satisfactory proof that:

1. you are incurring expenses for child care while participating in Unum's rehabilitation program; and
2. payments for child care have been made to the child care provider.

Child Care Expense Benefits will end on the earlier of the following:

1. the date the dependent child(ren) attain the age of 15;
2. if the dependent child(ren) are mentally retarded or physically handicapped, the date they are no longer:
  - a. incapacitated; or
  - b. requiring daily care;
3. the date a charge is no longer made by the child care provider;
4. the date you no longer participate in Unum's rehabilitation program; or
5. any other date payments would stop in accordance with this plan.

## **OTHER SERVICES**

These services are also available from us as part of your Unum Long Term Disability plan.

### ***IS THERE A WORK LIFE ASSISTANCE PROGRAM AVAILABLE WITH THE PLAN?***

We do provide you and your dependents access to a work life assistance program designed to assist you with problems of daily living.

You can call and request assistance for virtually any personal or professional issue, from helping find a day care or transportation for an elderly parent, to researching possible colleges for a child, to helping to deal with the stress of the workplace. This work life program is available for everyday issues as well as crisis support.

This service is also available to your Employer.

This program can be accessed by a 1-800 telephone number available 24 hours a day, 7 days a week or online through a website.

Information about this program can be obtained through the Policyholder.

### ***HOW CAN UNUM HELP YOUR EMPLOYER IDENTIFY AND PROVIDE WORKSITE MODIFICATION?***

A worksite modification might be what is needed to allow you to perform the material and substantial duties of your regular occupation with your Employer. One of our designated professionals will assist you and your Employer to identify a modification we agree is likely to help you remain at work or return to work. This agreement will be in writing and must be signed by you, your Employer and Unum.

When this occurs, Unum will reimburse your Employer for the cost of the modification, up to the greater of:

- \$1,000; or
- the equivalent of 2 months of your monthly benefit.

This benefit is available to you on a one time only basis.

### ***HOW CAN UNUM'S SOCIAL SECURITY CLAIMANT ADVOCACY PROGRAM ASSIST YOU WITH OBTAINING SOCIAL SECURITY DISABILITY BENEFITS?***

In order to be eligible for assistance from Unum's Social Security claimant advocacy program, you must be receiving monthly payments from us. Unum can provide expert advice regarding your claim and assist you with your application or appeal.

Receiving Social Security benefits may enable:

- you to receive Medicare after 24 months of disability payments;
- you to protect your retirement benefits; and
- your family to be eligible for Social Security benefits.

We can assist you in obtaining Social Security disability benefits by:

- helping you find appropriate legal representation;
- obtaining medical and vocational evidence; and
- reimbursing pre-approved case management expenses.

## GLOSSARY

**ACTIVE EMPLOYMENT** means you are working for your Employer for earnings that are paid regularly and that you are performing the material and substantial duties of your regular occupation. You must be working at least the minimum number of hours as described under Eligible Class(es) in each plan.

Your work site must be:

- your Employer's usual place of business;
- an alternative work site at the direction of your Employer, including your home; or
- a location to which your job requires you to travel.

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

**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 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 from Unum.

**EMPLOYEE** means a person who regularly provides personal services at the Employee's usual and customary place of employment with the Employer or at any other place that the Employer's business requires the Employee to go. The person must be duly recorded as an Employee on the payroll records of the Employer and is compensated for such services by salary or wages.

**EMPLOYER** means a church or ministry organization that is eligible to utilize products and services made available by or through GuideStone Financial Resources of the Southern Baptist Convention or its successor.

**EVIDENCE OF INSURABILITY** means a statement of your medical history which Unum will use to determine if you are approved for coverage. Evidence of insurability will be at Unum's expense.

**GAINFUL OCCUPATION** means an occupation that is or can be expected to provide you with an income at least equal to 60% of your indexed monthly earnings within 12 months of your return to work.

**GRACE PERIOD** means the period of time following the premium due date during which premium payment may be made.

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

**GROUP PLANS** means the portion of the Short Term and Long Term Disability plans which is available by or through the GuideStone Financial Resources of the Southern Baptist Convention.

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

**INDEXED MONTHLY EARNINGS** means your monthly earnings adjusted on each anniversary of benefit payments by the lesser of 10% or the current annual percentage increase in the Consumer Price Index. Your indexed monthly earnings may increase or remain the same, but will never decrease.

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

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

**INJURY** means a bodily injury that is the direct result of an accident and not related to any other cause. Disability must begin while you are covered under the plan.

**INSURED** means any person covered under a plan.

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

**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 your Employer.

Your normal vacation time or any period of disability is not considered a 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.

**MAXIMUM CAPACITY** means, based on your restrictions and limitations:

- during the first 24 months of disability, the greatest extent of work you are able to do in your regular occupation, that is reasonably available.
- beyond 24 months of disability, the greatest extent of work you are able to do in any occupation, that is reasonably available, for which you are reasonably fitted by education, training or experience.

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

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

**MONTHLY BENEFIT** means the total benefit amount for which an employee is insured under this plan subject to the maximum benefit.

**MONTHLY EARNINGS** means your gross monthly income from services with your Employer which was last reported to GuideStone Financial Resources of the Southern Baptist Convention prior to the date of your disability. It may include your total income just before taxes and before any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 403(b) annuity, Section 125 plan, or qualified transportation plan. It may include income actually received from bonuses, overtime pay, housing allowance or any other extra compensation, or income received from sources as last reported to GuideStone Financial Resources of the Southern Baptist Convention.

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

**PART-TIME BASIS** means the ability to work and earn 20% or more of your indexed monthly earnings.

**PARTICIPANT** means a person who meets the eligibility requirements of an eligible class listed in this policy and is participating in the Group Long Term Disability and/or Group Short Term Disability plan of GuideStone Financial Resources of the Southern Baptist Convention.

**PAYABLE CLAIM** means a claim for which Unum is liable under the terms of the policy.

**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.

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

**PLAN** means a line of coverage under the policy.

**PRE-EXISTING CONDITION** means a condition for which you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines for your condition during the given period of time as stated in the plan.

**RECURRENT DISABILITY** means a disability which is:

- caused by a worsening in your condition; and
- due to the same cause(s) as your prior disability for which Unum made a Long Term Disability payment.

**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), according to generally accepted medical standards.

**REGULAR OCCUPATION** means the occupation you are routinely performing when your disability begins. Unum 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.

**SALARY CONTINUATION OR ACCUMULATED SICK LEAVE** means continued payments to you by your Employer of all or part of your monthly earnings, after you become disabled as defined by the Policy. This continued payment must be part of an established plan maintained by your Employer for the benefit of all employees covered under the Policy. Salary continuation or accumulated sick leave does not include compensation paid to you by your Employer for work you actually perform after your disability begins. Such compensation is considered disability earnings, and would be taken into account in calculating your monthly payment.

**SELF-REPORTED SYMPTOMS** means the manifestations of your condition which you tell your physician, that are not verifiable using tests, procedures or clinical examinations standardly accepted in the practice of medicine. Examples of self-reported symptoms include, but are not limited to headaches, pain, fatigue, stiffness, soreness, ringing in ears, dizziness, numbness and loss of energy.

**SICKNESS** means an illness or disease. Disability must begin while you are covered under the plan.

**SURVIVOR, ELIGIBLE** means your spouse, if living; otherwise your children under age 25 equally.

**TREATMENT FREE** means you have not received medical treatment, consultation, care or services including diagnostic measures, or taken prescribed drugs or medicines for the pre-existing condition.

**WAITING PERIOD** means the continuous period of time (shown in each plan) that you must be in active employment in an eligible class before you are eligible for coverage under a plan.

**WE, US and OUR** means Unum Life Insurance Company of America.

**YOU** means an employee who is eligible for Unum coverage.

## **Additional Claim and Appeal Information**

### **APPLICABILITY OF ERISA**

If the policy provides benefits under a Plan which is subject to the Employee Retirement Income Security Act of 1974 (ERISA), the following provisions apply. Whether a Plan is governed by ERISA is determined by a court, however, your Employer may have information related to ERISA applicability. If ERISA applies, the following items constitute the Plan: the additional information contained in this document, the policy, including your certificate of coverage, and any additional summary plan description information provided by the Plan Administrator. Benefit determinations are controlled exclusively by the policy, your certificate of coverage, and the information in this document.

### **HOW TO FILE A CLAIM**

If you wish to file a claim for benefits, you should follow the claim procedures described in your insurance certificate. To complete your claim filing, Unum must receive the claim information it requests from you (or your authorized representative), your attending physician and your Employer. If you or your authorized representative has any questions about what to do, you or your authorized representative should contact Unum directly.

### **CLAIMS PROCEDURES**

Unum will give you notice of the decision no later than 45 days after the claim is filed. This time period may be extended twice by 30 days if Unum both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies you of the circumstances requiring the extension of time and the date by which Unum expects to render a decision. If such 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, Unum may decide your claim 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 bring a lawsuit under Section 502(a) of ERISA following an adverse determination from Unum on appeal; 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.

## **APPEAL 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 Unum determines that 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). Unum will notify you 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 period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, Unum may decide your appeal 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 conducted by Unum and 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, Unum will consult with a health professional with appropriate training and experience. 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, Unum will provide you 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 lawsuit under Section 502(a) of ERISA if you disagree with the decision;
- 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.

## **OTHER RIGHTS**

Unum, for itself and as claims fiduciary for the Plan, is entitled to legal and equitable relief to enforce its right to recover any benefit overpayments caused by your receipt of disability earnings or deductible sources of income from a third party. This right of recovery is enforceable even if the amount you receive from the third party is less than the actual loss suffered by you but will not exceed the benefits paid you under the policy. Unum and the Plan have an equitable lien over such sources of income until any benefit overpayments have been recovered in full.

## **DISCRETIONARY ACTS**

The Plan, acting through the Plan Administrator, delegates to Unum and its affiliate Unum Group discretionary authority to make benefit determinations under the Plan. Unum and Unum Group may act directly or through their employees and agents or further delegate their authority through contracts, letters or other documentation or procedures to other affiliates, persons or entities. Benefit determinations include determining eligibility for benefits and the amount of any benefits, resolving factual disputes, and interpreting and enforcing the provisions of the Plan. All benefit determinations must be reasonable and based on the terms of the Plan and the facts and circumstances of each claim.

Once you are deemed to have exhausted your appeal rights under the Plan, you have the right to seek court review under Section 502(a) of ERISA of any benefit determinations with which you disagree. The court will determine the standard of review it will apply in evaluating those decisions.

**Addendum to the "Additional Summary Plan Description Information"  
included with your certificate of coverage or policy  
and effective for claims filed on or after April 1, 2018.**

The regulations governing ERISA disability claims and appeals have been amended. The amended regulations apply to disability claims filed on or after April 1, 2018. To the extent the Additional Summary Plan Description Information included with your certificate of coverage or policy conflicts with these new requirements, these new rights and procedures will apply.

These new rights and procedures include:

Any cancellation or discontinuance of your disability coverage that has a retroactive effect will be treated as an adverse benefit determination, except in the case of failure to timely pay required premiums or contributions toward the cost of coverage.

If you live in a county with a significant population of non-English speaking persons, the plan will provide, in the non-English language(s), a statement of how to access oral and written language services in those languages.

For any adverse benefit determination, you will be provided with an explanation of the basis for disagreeing or not following the views of: (1) health care professionals who have treated you or vocational professionals who have evaluated you; (2) the advice of medical or vocational professionals obtained on behalf of the plan; and (3) any disability determination made by the Social Security Administration regarding you and presented to the plan by you.

For any adverse benefit determination, you will be given either the specific internal rules, guidelines, protocols, standards or other similar criteria of the plan relied upon in making that decision, or a statement that such rules, etc. do not exist.

Prior to a final decision being made on an appeal, you will have the opportunity to review and respond to any new or additional rationale or evidence considered, relied upon, or generated by the plan in connection with your claim.

If an adverse benefit determination is upheld on appeal, you will be given notice of any applicable contractual limitations period that applies to your right to bring legal proceedings and the calendar date on which that period expires.

Should the plan fail to establish or follow ERISA required disability claims procedures, you may be entitled to pursue legal remedies under section 502(a) of the Act without exhausting your administrative remedies, as more completely set forth in section 503-1(l).

## How you're protected if your life or health insurance company fails

The Texas Life and Health Insurance Guaranty Association protects you by paying your covered claims if your life or health insurance company is insolvent (can't pay its debts) **This notice summarizes your protections.**

The Association will pay your claims, with some exceptions required by law, if your company is licensed in Texas and a court has declared it insolvent. You must live in Texas when your company fails. If you don't live in Texas, you may still have some protections.

### **For each insolvent company, the Association will pay a person's claims only up to these dollar limits set by law:**

- **Accident, accident and health, or health insurance (including HMOs):**
  - Up to \$500,000 for health benefit plans, with some exceptions.
  - Up to \$300,000 for disability income benefits.
  - Up to \$300,000 for long-term care insurance benefits.
  - Up to \$200,000 for all other types of health insurance.
- **Life insurance:**
  - Up to \$100,000 in net cash surrender or withdrawal value.
  - Up to \$300,000 in death benefits.
- **Individual annuities:** Up to \$250,000 in the present value of benefits, including cash surrender and net cash withdrawal values.
- **Other policy types:** Limits for group policies, retirement plans and structured settlement annuities are in Chapter 463 of the Texas Insurance Code.
- **Individual aggregate limit:** Up to \$300,000 per person, regardless of the number of policies or contracts. A limit of \$500,000 may apply for people with health benefit plans.
- **Parts of some policies might not be protected:** For example, there is no protection for parts of a policy or contract that the insurance company doesn't guarantee, such as some additions to the value of variable life or annuity policies.

To learn more about the Association and your protections, contact:

**Texas Life and Health Insurance Guaranty Association**  
515 Congress Avenue, Suite 1875  
Austin, TX 78701  
1-800-982-6362 or [www.txlifega.org](http://www.txlifega.org)

For questions about insurance, contact:

**Texas Department of Insurance**  
P.O. Box 149104  
Austin, TX 78714-9104  
1-800-252-3439 or [www.tdi.texas.gov](http://www.tdi.texas.gov)

**Note:** You're receiving this notice because Texas law requires your insurance company to send you a summary of your protections under the Texas Life and Health Insurance Guaranty Association Act (Insurance Code, Chapter 463). These protections apply to insolvencies that occur on or after September 1, 2019. **There may be other exceptions that aren't included in this notice.** When choosing an insurance

company, you should not rely on the Association's coverage. Texas law prohibits companies and agents from using the Association as an inducement to buy insurance or HMO coverage.

Chapter 463 controls if there are differences between the law and this summary.