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# **YOUR GROUP LONG-TERM DISABILITY BENEFITS**

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**FOR EMPLOYEES OF:**

**Saint Mary's College of California**

**CLASS(ES):**

All Eligible Employees Including Staffs and Faculty Members

**EFFECTIVE DATE:**

January 1, 2020

**PUBLICATION DATE:**

January 7, 2020

## **NOTICE(S)**

**THIS CERTIFICATE DESCRIBES THE BENEFITS THAT ARE AVAILABLE TO YOU. PLEASE READ YOUR CERTIFICATE CAREFULLY. BENEFITS ARE PROVIDED THROUGH A GROUP POLICY ISSUED IN THE STATE OF CALIFORNIA.**

### **FRAUD WARNING**

For your protection California law requires the following to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Group Number: G000BNN5

## **HOW TO OBTAIN PLAN BENEFITS**

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

United of Omaha Life Insurance Company  
Group Disability Management Services  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175

## **CLAIM ASSISTANCE**

If You need assistance with filing Your claim, or an explanation of how Your claim was paid, contact the:

United of Omaha Life Insurance Company  
Group Disability Management Services  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175  
Call Toll Free: 1-800-877-5176

When contacting the Company please have your Policy number available. Your Policy number is GLTD-BNN5.

## NOTICE

**If a problem occurs, please first contact the Policyholder or Your benefits administrator. If, after doing so, You still have a question or concern, You may contact Us at:**

**United of Omaha Life Insurance Company**

**Mutual of Omaha Plaza**

**Omaha, Nebraska 68175**

**Call Toll-Free: 1-800-775-8805**

**[www.mutualofomaha.com](http://www.mutualofomaha.com)**

**The Department of Insurance should be contacted only after the contacts between You and the Policyholder or Your benefits administrator and Your insurance company or its representatives have failed to produce a satisfactory solution to the problem. To contact the Department of Insurance, write or call:**

**Consumer Division**

**Department of Insurance, Los Angeles Office**

**300 South Spring Street**

**Los Angeles, California 90013**

**1-800-927-4357**

**<http://www.insurance.ca.gov/01-consumers/>**



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# CERTIFICATE OF INSURANCE

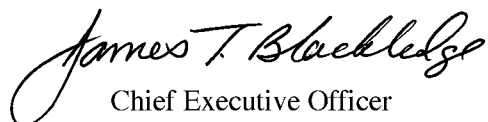
## UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office:  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy No(s). GLTD-BNN5 (Policy) has been issued to Saint Mary's College of California (Policyholder).

Insurance is provided for certain Employees as described in the Policy.

The benefits described in this Certificate are subject to the terms and conditions of the Policy. Benefits are effective only if You are eligible for the insurance, become insured and remain insured as described in this Certificate.

  
Chief Executive Officer

  
Corporate Secretary

## SCHEDULE

**THIS SCHEDULE DESCRIBES THE AMOUNT OF BENEFITS AND CERTAIN OTHER REQUIREMENTS AND LIMITATIONS APPLICABLE TO BENEFITS FOR DISABILITY. OUR OBLIGATION TO CONSIDER BENEFITS DESCRIBED IN THIS SCHEDULE IS SUBJECT TO ALL TERMS OF THE POLICY, INCLUDING, BUT NOT LIMITED TO, ALL DEFINITIONS, GENERAL EXCLUSIONS AND RIDERS. PLEASE REFER TO THE TABLE OF CONTENTS IN THE CERTIFICATE TO LOCATE THE PROVISIONS OF THE POLICY.**

The amount of insurance for You will be in accordance with Your classification in this Schedule.

### CLASSIFICATION

All Eligible Employees Including Staffs and Faculty Members

### LONG-TERM DISABILITY BENEFITS

#### ELIMINATION PERIOD

The Elimination Period is the later of:

- a) 90 calendar days; or
- b) if applicable, the date Your Salary Continuation, Accumulated Sick Leave or short-term disability payments under the Policyholder's insured or self-insured group plan end.

For accumulating days of Disability to satisfy the Elimination Period, the following will apply:

- a) a period of Disability will be treated as continuous during the Elimination Period unless Disability stops for more than 90 Trial Work Days during the Elimination Period; and
- b) Trial Work Days will not be used to satisfy the Elimination Period.

#### MONTHLY BENEFIT (TOTAL DISABILITY)

If You are Totally Disabled and earning less than 20% of Your Basic Monthly Earnings, the Monthly Benefit is the lesser of:

- a) 60% of Your Basic Monthly Earnings, less Other Income Benefits; or
- b) the maximum Monthly Benefit. The maximum Monthly Benefit is \$10,000, less any Other Income Benefits.

#### MONTHLY BENEFIT (PARTIAL DISABILITY)

If You are Partially Disabled, and do not generate Current Earnings that exceed 99% of Your Basic Monthly Earnings, as a work incentive, You will receive the Monthly Benefit for Total Disability as calculated above, unless the sum of:

- a) the Gross Monthly Benefit while You are Partially Disabled; plus
- b) Current Earnings while You are Partially Disabled; plus
- c) Other Income Benefits You receive while You are Partially Disabled;

exceeds 100% of Your Basic Monthly Earnings. If this sum exceeds 100% of Your Basic Monthly Earnings, the Monthly Benefit will be reduced by that excess amount.

After You have received the Monthly Benefit for 24 months, if You continue to meet the requirements for Partial Disability, except that You do not generate Current Earnings that exceed 85% of Your Basic Monthly Earnings, then You will continue to receive the Monthly Benefit for Total Disability as calculated above, unless the sum of:

- a) the Gross Monthly Benefit while You are Partially Disabled; plus
- b) Current Earnings while You are Partially Disabled; plus;
- c) Other Income Benefits You receive while You are Partially Disabled;

exceeds 100% of Your Basic Monthly Earnings. If this sum exceeds 100% of Your Basic Monthly Earnings, the Monthly Benefit will be reduced by that excess amount.

Your Monthly Benefit will never be less than \$100 or 10% of the Gross Monthly Benefit, whichever is greater.



When less than one month of Disability benefits is due, a pro rata benefit will be paid for each day of Disability. This pro rata benefit will be equal to 1/30th of Your Monthly Benefit as calculated above.

**MAXIMUM BENEFIT PERIOD**

<b>Age at Disability</b>	<b>Maximum Benefit Period</b>
61 or less.....	to age 65 or to Your Social Security Normal Retirement Age, or 3 years and 6 months, whichever is longer;
62.....	to Your Social Security Normal Retirement Age or 3 years and 6 months, whichever is longer;
63.....	to Your Social Security Normal Retirement Age or 3 years, whichever is longer;
64.....	to Your Social Security Normal Retirement Age or 2 years and 6 months, whichever is longer;
65.....	2 years;
66.....	1 year and 9 months;
67.....	1 year and 6 months;
68.....	1 year and 3 months;
69 or older.....	1 year.

*Social Security Normal Retirement Age* means Your normal retirement age under the United States Social Security Act determined as follows:

<b>Year of Birth</b>	<b>Social Security Normal Retirement Age</b>
1937 or earlier.....	65 years;
1938.....	65 years and 2 months;
1939.....	65 years and 4 months;
1940.....	65 years and 6 months;
1941.....	65 years and 8 months;
1942.....	65 years and 10 months;
1943 through 1954.....	66 years;
1955.....	66 years and 2 months;
1956.....	66 years and 4 months;
1957.....	66 years and 6 months;
1958.....	66 years and 8 months;
1959.....	66 years and 10 months;
1960 or later.....	67 years.

**Note:** Your Social Security Normal Retirement Age may change subject to any changes to the United States Social Security Act.

**OTHER INCOME BENEFITS**

If You receive income from any of the sources listed below, Your benefit will be reduced by such income. Your Other Income Benefits are any of the following amounts that You receive as compensation for the same loss claimed under the Policy, as a result of Your Disability:

1. The amount You receive as a temporary disability benefit under a workers' compensation law.
2. Amount under another group short-term or long-term disability insurance policy or plan for which the Policyholder has paid any part of the cost or for which the Policyholder has made payroll deductions, except any group short-term or long-term disability insurance policy or plan underwritten by Us. Any benefits payable by a group short-term or long-term disability policy underwritten by Us will not be considered as Other Income Benefits.

3. The amount You receive under an occupational disease law, the Jones Act, (46 U.S.C. 688(a) (1920)) or any other act or law of like intent, other than workers' compensation.
4. The amount You receive as disability income payments under any:
  - a) state compulsory benefit act or law;
  - b) government retirement system as a result of Your job with the Policyholder; or
  - c) any work loss provision in a no-fault motor vehicle insurance plan, unless state law or regulation does not allow group disability income benefits to be reduced by benefits from no-fault motor vehicle coverage.
5. Any amount of Retirement Benefits under the Policyholder's Retirement Plan. Benefits payable before the plan's normal retirement age are considered Other Income Benefits only if You voluntarily elect to receive these benefits.
6. The amount of disability payments You receive under the Policyholder's Retirement Plan. Disability payments under a Retirement Plan will be those benefits which are paid due to Disability and do not reduce the Retirement Benefit which would have been paid if the Disability had not occurred. We will not reduce Your Monthly Benefit by amounts rolled over or transferred to any Retirement Plan.
7. The amount that You or Your dependent Spouse and child(ren) receive as disability income payments, under:
  - a) the United States Social Security Act;
  - b) the Canada Pension Plan;
  - c) the Quebec Pension Plan;
  - d) the Railroad Retirement Act;
  - e) the Public Employee Retirement Plan;
  - f) the Teachers Employment Retirement Plan; or
  - g) any similar plan or act that provides:
    1. Disability benefits; or
    2. Retirement Benefits (except this will not apply if Your Disability begins after Your Social Security Normal Retirement Age and You were already receiving Social Security retirement benefits. This exception only applies to U.S. Social Security Benefits).
8. The amount that You receive as Salary Continuation, Accumulated Sick Leave or severance allowance.
9. Amounts received by compromise or settlement of any claim for permitted offsets (less attorneys' fees).

## **SOCIAL SECURITY ASSISTANCE**

In order to be eligible for assistance from Our Social Security claimant advocacy program, You must be receiving Monthly Benefits from Us. We can arrange for advice regarding Your claim and assist You with Your application or appeal.

Receiving Social Security benefits may enable:

- a) You to receive Medicare after 24 months of disability payments;
- b) You to protect Your retirement benefits; and
- c) Your family to be eligible for Social Security benefits.

We can arrange assistance in obtaining Social Security disability benefits by:

- a) helping You find appropriate representation;
- b) obtaining medical and vocational evidence; and
- c) reimbursing pre-approved case management expense.

## **OBLIGATION TO APPLY FOR OTHER INCOME BENEFITS**

You must apply for Other Income Benefits for which You are or may become eligible and pursue them with reasonable diligence. If Your Social Security application for benefits is denied and there is reasonable expectation of winning an appeal, You must appeal the decision by the Social Security Administration with reasonable diligence and must provide written proof of all levels of the appeal.

As part of Your proof of Disability, We require that You furnish evidence to Us that You have applied for Other Income Benefits for which You are or may become eligible.

After the first reduction for each of the Other Income Benefits, We will not further reduce Your Monthly Benefit due to any cost of living increases payable under these Other Income Benefits.

Other Income Benefits that are paid in a lump sum will be prorated on a monthly basis over a period for which the sum is given. If no time period is stated, the sum will be prorated on a monthly basis over the lesser of the following:

- a) The Policy's maximum benefit period; or
- b) 60 equal payments.

If Other Income Benefits which are paid in a lump sum are paid on a retroactive basis, then we may adjust the Monthly Benefit to recover any overpayment.

If We have a reasonable, good faith belief that You are entitled to Other Income Benefits, and You have not applied for such benefits or You have failed to pursue such benefits with reasonable diligence, and We have a means of reasonably estimating the amount payable, We may:

- a) estimate Your Other Income Benefits; and
- b) reduce Your Monthly Benefit by that amount.

If We reduce Your Monthly Benefit on this basis, and if all of Your reasonable attempts to obtain Other Income Benefits are denied, We will restore the reduced amounts to You in one payment.

In our efforts to reasonably estimate the amount of Other Income Benefits, We may take into consideration:

- a) primary (insured) and dependents (children and/or Spouse) disability benefits under SSA, Canadian Pension Plan, Quebec Pension Plan, or any similar plan or act (e.g., Railroad Retirement Act); and
- b) disability benefits under any state compulsory/statutory benefit law (e.g., State disability income benefits).

# EMPLOYEE ELIGIBILITY

## Disability Insurance

### DEFINITIONS

Terms defined in this provision may be used in, or apply to, other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

*Active Employment or Actively Employed* means Actively Working on a regular and consistent basis for the Policyholder 30 or more hours each week. A Disabled Employee will not be considered actively employed.

*Actively Working or Active Work* means performing the normal duties of a regular job for the Policyholder at:

- a) the Policyholder's usual place of business;
- b) an alternative work site at the direction of the Policyholder; or
- c) a location to which one must travel to perform the job.

An Employee will be considered actively working on any day that is:

- a) a regular paid holiday or day of vacation; or
- b) a regular or scheduled non-working day;

provided the Employee was actively working on the last preceding regular work day.

If an Employee's customary place of employment is at home, the Employee will be considered actively working if not confined on that day as described in the Confinement Rule.

#### *Confinement Rule*

1. If an eligible Employee is confined due to an Injury or Sickness:

- a) in a Hospital as an inpatient;
- b) in any institution or facility other than a Hospital; or
- c) at home and under the supervision of a Physician;

insurance will begin on the day the Employee returns to Active Employment.

2. If an eligible Employee is Actively Employed and is not:

- a) confined; and
- b) available for work because of an Injury or Sickness;

insurance will begin on the day the Employee returns to Active Employment.

*Employee* means a person who receives compensation from the Policyholder for work performed for the Policyholder. An employee will not include a person who is unauthorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations.

The term Employee does not include any person performing services for the Policyholder:

- a) pursuant to an independent contractor relationship with the Policyholder;
- b) subject to the terms of a leasing agreement between the Policyholder and a leasing organization;
- c) who receives income which is reported by the Policyholder on IRS form 1099;
- d) while outside the United States for any period in excess of 12 consecutive months, unless approval has been received from the Home Office;
- e) on a seasonal basis; or
- f) on a temporary basis.

### ELIGIBLE EMPLOYEES

An Employee who has completed 30 days of continuous Active Employment on or before January 1, 2020 becomes eligible for insurance under this Policy on January 1, 2020.

An Employee who is not eligible for insurance under this Policy on January 1, 2020, or an Employee who is hired after January 1, 2020, becomes eligible for insurance under this Policy on the day following completion of 30 days of continuous Active Employment.

## **WHEN INSURANCE BEGINS**

An Employee will become insured on the first day of the Policy month which follows the day the Employee becomes eligible, provided the Employee is Actively Working on that day. If the Employee is not Actively Working on that day, insurance will begin on the day the Employee returns to Active Work.

## **EVIDENCE OF GOOD HEALTH**

If an Employee was eligible for group disability coverage under a plan maintained by the Policyholder immediately prior to the effective date of this Policy but did not elect coverage under such plan, the Employee may enroll for insurance under this Policy if the Employee is otherwise eligible and provides Us with evidence of good health. If such evidence is acceptable to Us, We will determine the day insurance begins.

## **WHEN YOUR CLASSIFICATION OR AMOUNT OF INSURANCE CHANGES**

Any change in Your classification, coverage or amount of Your insurance as shown in the Schedule will take effect on the first day of the Policy month which follows the day of the change, provided You are Actively Working on that day. If You are not Actively Working, the following conditions will apply:

- a) If the change involves an increase in amount of insurance, the change will not take effect until the first day of the Policy month which follows the day You return to Active Work.
- b) If the change involves a decrease in amount of insurance, the change will take effect on the day of the change.

In no event will any change take effect during a period of Disability.

## **REINSTATEMENT OF INSURANCE**

If an eligible Employee wants to reinstate insurance after insurance has ended, the following will apply:

Rehire: If insurance ended because the Employee ceased to be eligible under this Policy and the Employee becomes eligible again within 90 days after insurance ended:

- a) the waiting period will be waived; and
- b) any time the Employee was previously insured under the Policy will apply toward satisfaction of the Pre-existing Conditions Limitation.

All other Policy provisions, including Pre-existing Conditions, will apply.

## **WHEN YOUR INSURANCE ENDS**

Your insurance will end at midnight at the main office of the Policyholder on the earliest of:

- a) the day this Policy ends;
- b) the day any premium contribution for Your insurance is due and unpaid;
- c) the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less);  
or
- d) the day You are no longer eligible. You will no longer be eligible when the earliest of the following occurs:
  1. You are not in an eligible classification described in the Schedule;
  2. Your employment with the Policyholder ends;
  3. You are not Actively Employed; or
  4. You do not satisfy any other eligibility condition described in this Policy.

We will provide benefits for a payable claim which occurs while you are covered under this Policy.

### **CONTINUATION OF INSURANCE DURING DISABILITY**

If You become Disabled, Your insurance will continue without payment of premium for as long as You are entitled to receive Monthly Benefits, provided the premium is paid during the Elimination Period. Premium will be waived from the first day of the month following the end of your Elimination through the last day of the month following the last date of Your disability benefit payments.

### **CONTINUATION OF INSURANCE UNDER FAMILY AND MEDICAL LEAVE**

The federal Family Medical Leave Act of 1993 (FMLA) and any amendments thereto as well as certain state statutes provide continuation of coverage in certain instances for leaves of absence.

You may be eligible for continued coverage under FMLA and/or any state family medical leave laws. You should check with Your employer for additional information regarding the continued coverage that may be available to You.

Any continued coverage for family medical leave will not exceed the continued coverage provided by FMLA and/or state required family medical leave.

Any family medical leave continuation is subject to all terms and conditions of the Policy, including, without limitation, payment of premium and eligibility. Any continued coverage will end in accordance with the **When Your Insurance Ends** provision in Your Certificate.

### **CONTINUITY OF COVERAGE UPON TRANSFER OF INSURANCE CARRIER**

If you are not Actively Employed on the effective date of this Policy due to Injury or Sickness, upon payment of the premium, You will be insured under this Policy if You:

- a) were covered under a group disability plan maintained by the Policyholder immediately prior to the effective date of this Policy; and
- b) You resume Active Employment.

## LONG-TERM DISABILITY BENEFITS

### BENEFITS

If, while insured under this provision, You become Disabled due to Injury or Sickness, We will pay the Monthly Benefit shown in the Schedule. Benefits will begin after You satisfy the Elimination Period shown in the Schedule.

**Note:** The loss of a professional license, occupational license or certification alone will not be considered a Disability.

### PRE-EXISTING CONDITIONS

You are not covered for a Disability caused or substantially contributed to by a Pre-existing Condition or medical or surgical treatment of a Pre-existing Condition. You have a Pre-existing Condition if:

- a) You received medical treatment, care or services for a diagnosed condition or took prescribed medication for a diagnosed condition in the 3 months immediately prior to the effective date of coverage under this Policy; and
- b) the Disability caused or substantially contributed to by the condition begins in the first 12 months after the effective date of coverage under this Policy.

### EFFECT OF A PRE-EXISTING CONDITION

If You become insured under the Policy on its effective date and were covered under a Prior Plan maintained by the Policyholder immediately prior to the effective date of this Policy, any benefits payable under this Policy for a Disability due to a Pre-existing Condition will be determined as follows:

1. If You cannot satisfy the Pre-existing Conditions provision of this Policy, but have satisfied the pre-existing condition provision under the Prior Plan, giving consideration towards continuous time covered under this Policy and the Prior Plan, We will pay the lesser of:
  - a) the benefit that would have been paid under the Prior Plan; or
  - b) the benefit payable under this Policy.

2. If You cannot satisfy the Pre-existing Conditions provision under this Policy or of the Prior Plan no benefit under this Policy will be payable.

*Prior Plan* means any plan of group disability insurance that has been replaced by coverage under part or all of this Policy. The Prior Plan must have been in effect and sponsored by the Policyholder on the day before the effective date of this Policy.

### RECURRENT DISABILITY

A Recurrent Disability will be treated as part of Your prior Disability, in which case You will not need to satisfy another Elimination Period if:

- a) after receiving Monthly Benefits under the Policy, You return to Your Usual Occupation or another occupation on a full-time basis;
- b) You were continuously insured under the Policy for the period between the end of Your prior claim and the onset of Your Recurrent Disability; and
- c) Your Recurrent Disability occurs within 6 months of the end of Your prior claim.

If You return to Your Usual Occupation or another occupation on a full-time basis for 6 months or more, a Recurrent Disability will be treated as a new Disability. You must then satisfy another Elimination Period.

In order to prevent over-insurance because of duplication of benefits, benefits payable under this Recurrent Disability provision will cease if benefits are payable to You under any other group disability income policy or plan.

## **SURVIVOR BENEFIT**

We will pay a Survivor Benefit to Your named beneficiary when We receive proof that You died:

- a) after being Disabled for 6 or more consecutive months; and
- b) after receiving a Monthly Benefit under the Policy.

The Survivor benefit will be an amount equal to 3 times Your Monthly Benefit for the month immediately prior to Your death.

The right to change of beneficiary is reserved to the Insured Person. The consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of the Policy or to any change of beneficiary or beneficiaries, or to any other changes in the Policy.

If there is no named beneficiary, the Survivor Benefit will be paid to Your estate. However, We will first apply the Survivor Benefit to any overpayment which may exist on Your claim.

## **MENTAL DISORDER LIMITATION**

If You are Disabled because of a Mental Disorder, Your Monthly Benefit will be limited to 24 months per occurrence while insured under the Policy, unless You are confined as a resident inpatient in a Hospital at the end of that 24 month period. The Monthly Benefit will continue to be paid during such confinement.

If You are still Disabled when You are discharged, the Monthly Benefit will be paid for a recovery period of up to 90 additional days.

If You become re-confined as a resident inpatient in a Hospital during the recovery period for at least 14 consecutive days, benefits will be paid for the duration of the second confinement.

In no event will benefits payable due to a Mental Disorder be payable beyond the Maximum Benefit Period as shown in the Schedule.

This Mental Disorder Limitation will not apply to dementia if it is the result of:

- a) stroke;
- b) trauma;
- c) viral infection;
- d) alzheimer's disease; or
- e) 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.

## **ALCOHOL AND DRUG ABUSE AND/OR SUBSTANCE ABUSE LIMITATION**

If You are Disabled because of alcohol or drug abuse and/or substance abuse, Your Monthly Benefit will be limited to 24 months per occurrence while insured under the Policy, unless You are confined as a resident inpatient in a Hospital at the end of that 24 month period. The Monthly Benefit will continue to be paid during such confinement.

If You are still Disabled when You are discharged, the Monthly Benefit will be paid for a recovery period of up to 90 additional days so long as You are being actively supervised by and receiving continuing treatment from a rehabilitation center or designated institution approved for such treatment by an appropriate body in the governing jurisdiction.

If You become re-confined as a resident inpatient in a Hospital during the recovery period for at least 14 consecutive days, benefits will be paid for the duration of the second confinement.

In no event will benefits payable due to alcohol or drug abuse and/or substance abuse be payable beyond the Maximum Benefit Period as shown in the Schedule.

Note: This limitation will not apply to any Disability caused by drugs administered on the advice of a Physician.



## **WHEN BENEFITS END**

Benefits will end upon the earliest of:

- a) the day You are no longer Disabled;
- b) the day You die;
- c) the end of the Maximum Benefit Period shown in the Schedule;
- d) the day You unreasonably fail to provide Us satisfactory proof of continuous Disability and/or any Current Earnings;
- e) the day You fail to comply with a reasonable request to be examined by a Physician without just cause;
- f) the day You are not under Regular Care for the Injury or Sickness that caused the Disability; or
- g) the day You generate Current Earnings which exceed 99% of Basic Monthly Earnings.

## **GENERAL EXCLUSIONS**

We will not pay benefits for any Disability which is caused by, contributed to by, or resulting from:

- a) Your service in the Armed Forces, National Guard or Reserves of any state or country;
- b) declared or undeclared war or any act of war or armed aggression;
- c) Your participation in a riot, insurrection or rebellion;
- d) Your commission of a felony for which You have been charged under state or federal law;
- e) an intentionally self-inflicted Injury or Sickness, whether You are sane or insane;
- f) attempted suicide, whether You are sane or insane.

We will also not pay benefits for any Disability while You are incarcerated or imprisoned for any period exceeding 60 days after being convicted of a crime.

## VOLUNTARY VOCATIONAL REHABILITATION PROVISION

If You are Disabled and receiving Monthly Benefits as provided by the Policy, You may be eligible to receive vocational rehabilitation services. These services include, but are not limited to:

- a) job modification;
- b) job placement;
- c) retraining; and
- d) other activities reasonably necessary to help You return to work.

While You are participating in a plan of voluntary vocational rehabilitation approved by Us, Your Monthly Benefit will be increased by 5%.

Eligibility for voluntary vocational rehabilitation services is based on Your education, training, experience and physical/mental capabilities. Before voluntary vocational rehabilitation services will be considered:

- a) Your Disability must not allow You to perform Your Usual Occupation;
- b) You must not have the necessary skills to allow You to perform another occupation;
- c) You must have the physical and mental capability for successful completion of a rehabilitation program; and
- d) there must be reasonable expectation that rehabilitation services will help You return to Active Employment.

All voluntary vocational rehabilitation programs will be developed with input from You, Your Physician, Your Employer and Us, and described on an Individual Written Rehabilitation Plan (IWRP), which states:

- a) the vocational rehabilitation goals;
- b) the responsibilities of Us, You and any third parties associated with the IWRP;
- c) the times and dates of the vocational rehabilitation services; and
- d) all costs associated with the services.

We will make the final determination of any voluntary vocational rehabilitation services provided, eligibility for participation and any continued benefit payments.

The definition of Disability will not apply during the term of the vocational rehabilitation program, but will be reapplied after such program ends.

## PAYMENT OF CLAIMS

### HOW TO FILE CLAIMS

It is important for You to notify Us of Your claim as soon as possible so that a claim decision can be made in a timely manner. Before Your claim can be considered, We must be given a written proof of loss, as described below. In the event of Your death or incapacity, Your beneficiary or someone else may give Us the proof.

### PROOF OF LOSS REQUIREMENTS

1. First, request a claim form from the Plan Administrator or from us.

This request should be made:

- a) within 20 days after a loss occurs; or
- b) as soon as reasonably possible.

When We receive the request, We will send a claim form for filing proof of loss. If You do not receive the form within 15 days of Your request, You can meet the proof of loss requirement by giving Us a written statement of what happened.

Such statement should include:

- a) that You are under the Regular Care of a Physician;
- b) the appropriate documentation of Your job duties at Your Usual Occupation and Your Basic Monthly Earnings;
- c) the date Your Disability began;
- d) the cause of Your Disability;
- e) any restrictions and limitations preventing You from performing Your Usual Occupation;
- f) the name and address of any Hospital or institution where You received treatment, including attending Physicians.

2. Next, You and Your employer need to complete and sign each of Your respective sections of the claim form, and then give the claim form to the Physician. Your Physician should fill out his or her section of the form, sign it, and send it directly to Us.

3. The claim form should be sent to Us within 90 days after the end of Your Elimination Period; or as soon as reasonably possible. If it is not possible to give Us proof within 90 days, it must be given to Us no later than one year after the time proof is otherwise required, unless the claimant is not legally capable.

### HOW CLAIMS ARE PAID

Benefits will be paid monthly after We receive acceptable proof of loss.

Benefits will be paid to You, except benefits due but unpaid at Your death may be paid, at Our option, to:

- a) any member of Your family; or
- b) Your estate.

This provision does not apply to any Survivor Benefits payable under the Policy.

### EXAMINATION

We sometimes require that a claimant be examined by a Physician or vocational rehabilitation expert of our choice. We will pay for these examinations. We will not require more than a reasonable number of examinations.

### OVERPAYMENTS

We have the right to recover any overpayments due to:

- a) fraud;
- b) any error We make in processing a claim; and

c) Your receipt of Other Income Benefits.

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

We will not recover more money than the amount We paid You.

## CLAIM REVIEW AND APPEAL PROCEDURES

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Certificate.

### DEFINITIONS

The definitions set forth below shall apply to both the singular and plural versions of the defined term.

*Adverse Benefit Determination* means a denial, reduction, or termination of a benefit or a failure to provide or make payment (in whole or in part) for a benefit. This includes, without limitation, any such denial, reduction or termination of a benefit, or failure to provide or make payment, that is based upon ineligibility for insurance under the Policy.

*Claimant* means the person who submits a claim for benefits under the Policy, including the authorized representative of such person.

### CLAIM REVIEW PROCEDURES

Once We receive information necessary to evaluate the claim, We will make a decision within the time periods set forth below. In the event an extension is necessary due to matters beyond Our control, We will notify the Claimant of the extension and the circumstances requiring the extension.

Except when the Claimant voluntarily agrees to provide Us with additional time, extensions are limited as set forth below. If an extension is necessary due to the Claimant's failure to submit complete information, We will notify the Claimant of the additional information required. Such notice of incomplete information will be sent within the time periods set forth below.

In order for Us to continue processing the claim, the missing information must be provided to Us within the time periods set forth below. The Claimant may contact Us at any time for additional details about the processing of the claim.

### INITIAL CLAIM DECISION

The period of time within which a claim decision will be made begins at the time the claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing. The applicable time periods are shown below:

- a) initial claim decision period: 45 days unless additional information is requested as set forth below;
- b) extension period: 30 days; and
- c) maximum number of extensions: two.

If additional information is needed, We will notify the Claimant within 10 days of Our receipt of the claim. Once the Claimant receives Our request for additional information, the Claimant will be given no less than 45 days to submit the additional information to Us. We will make Our determination within 15 days of Our receipt of the additional information. If We do not receive the additional information within the specified time period, We will make Our determination based upon the available information.

### CLAIM DENIALS

If a request for a claim is denied, in whole or in part, the Claimant will receive notice of the denial, which will include:

- a) the specific reason(s) for the denial;
- b) reference to the specific Policy provisions on which the denial is based;
- c) a description of the appeal procedures and time limits applicable to such procedures, including the right to request an appeal within 180 days and the right to bring a civil action following the appeal process; and
- d) any other information which may be required under state or federal laws and regulations.

Additionally, if an internal rule, guideline, protocol or other similar criterion was relied upon in making the Adverse Benefit Determination, the Claimant has the right to request information about such internal rule, guideline, protocol or other similar criterion that was used in making the Adverse Benefit Determination, free of charge.

## **OPPORTUNITY TO REQUEST AN APPEAL**

The Claimant shall have a reasonable opportunity to appeal a claim review decision. As part of the appeal, there will be a full and fair review of the claim review decision.

The Claimant will have no later than 180 days from the Claimant's receipt of notification of Our claim review decision to submit a request for an appeal. The request for an appeal should include:

- a) the Claimant's name;
- b) the name of the person filing the appeal if different from the Claimant;
- c) the Policy number; and
- d) the nature of the appeal.

The request for an appeal can be submitted in any manner and should include any additional information that may have been omitted from Our review or that should be considered by Us. The notification regarding Our claim review decision will include instructions on how and where to submit an appeal.

By requesting an appeal, the Claimant has authorized Us, or anyone designated by Us, to review any and all records (including, but not limited to, medical records) which We determine may be relevant to the appeal.

A document, record, or other information will be considered relevant to a claim if it:

- a) was relied upon in making the claim decision;
- b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
- c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

## **RESPONSE TO APPEALS**

We will respond no later than 45 days from Our receipt of the request for an appeal. However, if We determine that an extension is required, We will notify the Claimant in writing of the extension prior to the termination of the initial appeal period. In no event will the extension exceed 45 days from the end of the initial appeal period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

When We make Our determination, the Claimant will be provided with:

- a) information regarding the decision; and
- b) information regarding other internal or external appeal or dispute resolution alternatives, including any required state mandated appeal rights.

The period of time within which an appeal decision is required to be made will begin at the time an appeal is filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the Claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent until the earlier of (1) the date on which We receive the response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

## STANDARD PROVISIONS

### INSURANCE CONTRACT

The insurance contract consists of:

- a) the Policy;
- b) the Policyholder's application attached to the Policy; and
- c) Your application, if required.

### CHANGES IN THE INSURANCE CONTRACT

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- a) does not require You or Your beneficiary's consent; and
- b) must be:
  1. in writing;
  2. made a part of the Policy; and
  3. signed by one of Our officers.

A change may affect any class of Insured Persons, including retirees if retiree coverage is included in the Policy.

### APPLICATIONS

We may use misstatements or omissions in Your application to contest the validity of insurance, reduce coverage or deny a claim, but We must first furnish You or Your beneficiary with a copy of that application. We will not use Your application to contest or reduce insurance which has been in force for two years or more during Your lifetime.

Statements in an application are treated as representations, not as warranties.

### LEGAL ACTIONS

No legal action can be brought until at least 60 days after We have been given written proof of loss. No legal action can be brought more than three years after the date written proof of loss is required.

## LONG-TERM DISABILITY DEFINITIONS

Terms defined in this provision are used in, or apply to, other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

*Accumulation Period* means the sum of the Elimination Period plus the Trial Work Days. This is the period during which the Elimination Period must be satisfied before the Insured is eligible for Monthly Benefit payments under the Policy.

*Basic Monthly Earnings* means Your gross monthly income received from the Policyholder, and verified by premium We have received, for the month immediately prior to the month in which Your Disability began.

Basic Monthly Earnings includes Employee contributions to Deferred Compensation plans received from the Policyholder.

Basic Monthly Earnings does not include commissions, bonuses, overtime pay, Policyholder contributions to Deferred Compensation plans, shift differentials, and other extra compensation received from the Policyholder.

*Certificate* means the Certificate of Insurance form and all other documents that describe insurance coverage under the Policy and are made a part of the Policy.

*Current Earnings* means any monthly earnings You receive for work performed for the Policyholder while You are Disabled and eligible to receive a Monthly Benefit. Current earnings also means the monthly earnings You receive for work performed from another employer if You became employed after Your Disability began. If Your current earnings routinely fluctuate from month to month, We reserve the option to average Your current earnings over the most recent three-month period to determine if Your benefit should continue.

**Note:** If You are paid on other than a monthly basis, We will convert Your Current Earnings to the monthly equivalent.

*Deferred Compensation* means contributions You make through a salary reduction agreement with Your employer to a plan or arrangement under the Internal Revenue Code:

- a) Section 401(k);
- b) Section 403(b);
- c) Section 408(k); or
- d) Section 457 or any other deferred compensation agreement or arrangement defined under the Internal Revenue Code.

*Disability and/or Disabled* means Total or Partial Disability.

*Elimination Period* means a period of continuous Total or Partial Disability which must be satisfied before You are eligible to receive benefits. No benefit is payable during the elimination period. The elimination period begins on the first day of Disability and can be satisfied if You are working. The elimination period is shown in the **Schedule** and must be satisfied within the Accumulation Period.

*Full-Time* means working the required number of hours to be considered a full-time employee of the Policyholder.

*Gross Monthly Benefit* means Your benefit amount before any reduction for Other Income Benefits and Current Earnings, if applicable.

*Hospital* means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing Your Disability. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

*Injury* means bodily harm to You which:

- a) is the direct result of external means that occurs while the Policy is in force; and
- b) is independent of Sickness or any other cause.

*Mental Disorder* means any condition or disease, regardless of its cause, listed in the most recent edition of the International Classification of Diseases as a Mental Disorder.



The Policy may include limited benefits for any one of the conditions or diseases included in this definition. If it does, only those limited benefits relating to this condition or disease will be available.

*Monthly Benefit* means Your benefit amount after any reduction for Other Income Benefits and Current Earnings, if applicable.

*Other Income Benefits* means income as listed in the Schedule that You receive while you are Disabled. This income will be deducted from Your Gross Weekly Benefit shown in the Schedule.

*Partially Disabled* and *Partial Disability* means You are not Totally Disabled and that while actually working in Your Usual Occupation, as a result of Injury or Sickness You are unable to earn 99% or more of Your Basic Monthly Earnings.

After a Monthly Benefit has been paid for 24 months You are Partially Disabled if You are not Totally Disabled and that while actually working in an occupation, as a result of Injury or Sickness, You are unable to engage with reasonable continuity in that or any other occupation in which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience, station in life, and physical and mental capacity.

*Physician* means any of the following licensed practitioners:

- a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- b) a licensed doctoral clinical psychologist; or
- c) where required by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include You, a person who lives with You or is a part of Your family (Your Spouse; or a child, brother, sister or parent of You or Your Spouse).

*Recurrent Disability* means a Disability which is related to or due to the same cause(s) of a prior Disability for which You received a Monthly Benefit under the Policy.

*Regular Care* means:

- a) You visit a Physician as frequently as is necessary to effectively manage and treat Your Disability; and
- b) You receive appropriate care and treatment which is:
  1. received from a Physician whose expertise, medical training, and clinical experience are suitable for treating Your Injury or Sickness;
  2. consistent in type, frequency, and duration of treatment with relevant guidelines based on national medical research, or published by health care organizations and government agencies; and
  3. consistent with the diagnosis of Your condition.

*Retirement Benefit*, when used with the term Retirement Plan, means money which:

- a) is payable under a Retirement Plan either in a lump sum or in the form of periodic payments;
- b) does not represent contributions made by You; and
- c) is payable upon the later of:
  1. early or normal retirement as defined in the Policyholder's Retirement Plan or under the U.S. Social Security Act; or
  2. Disability, if the payment does not reduce the amount of money which would have been paid at the normal retirement age under the plan if the Disability had not occurred.

**Note:** Regardless of how the retirement funds from the Retirement Plan are distributed, We will consider Your contributions and Your employer's contributions to be distributed simultaneously during Your lifetime.

*Retirement Plan* means a defined contribution or defined benefit plan for which You are eligible as a result of Your employment with the Policyholder, which provides Your Retirement Benefits and which is not funded wholly by Your contributions. The term shall not include a profit-sharing plan or a plan such as a 401(k), a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, military pension, pension plan for partners, or a non-qualified plan of Deferred Compensation.

*Rider* means a provision added to the Policy or Your Certificate to expand or limit benefits or coverage.

*Salary Continuation, Accumulated Sick Leave* or *Leave of Absence* means continued payments to You by the Policyholder of all or part of Your Basic Monthly Earnings, after You become Disabled. This continued payment must be part of an established plan maintained by the Policyholder for the benefit of all employees covered under the Policy. Salary

Continuation or Accumulated Sick Leave does not include compensation paid to You by the Policyholder for work You actually perform after Your Disability began.

*Schedule* means the Schedule included in this Certificate.

*Sickness* means Your illness, disease or physical condition which causes loss while this Policy is in force.

*Spouse* means the person to whom You are legally married, or Your domestic partner or equivalent, as recognized and allowed by federal law, or by state law in Your state of residence.

*Substantial and Material Acts* means the important tasks, functions and operations generally required by employers from those engaged in Your Usual Occupation that cannot be reasonably omitted or modified.

In determining what substantial and material acts are necessary to pursue Your Usual Occupation, We will first look at the specific duties required by Your employer. If You are unable to perform one or more of these duties with reasonable continuity, We will then determine whether those duties are customarily required of other employees engaged in Your Usual Occupation. If any specific, material duties required of You by Your employer differ from the material duties customarily required of other employees engaged in Your Usual Occupation, then We will not consider those duties in determining what substantial and material acts are necessary to pursue Your Usual Occupation.

*Totally Disabled and Total Disability* means that as a result of Injury or Sickness You are unable to perform with reasonable continuity the Substantial and Material Acts necessary to pursue Your Usual Occupation and You are not working in Your Usual Occupation.

After a Monthly Benefit has been paid for 24 months, You are Totally Disabled when as a result of Injury or Sickness You are not able to engage with reasonable continuity in any occupation in which You could reasonably be expected to perform satisfactorily in light of Your age, education, training, experience, station in life, and physical and mental capacity.

*Trial Work Days* are days on which You are working during the Elimination Period and earn more than 80% of Your Basic Monthly Earnings. Trial work days do not count towards satisfying the Elimination Period and are shown in the Schedule.

*Usual Occupation* means any employment, business, trade or profession and the Substantial and Material Acts of the occupation You were regularly performing for the Policyholder when the Disability began. Usual Occupation is not necessarily limited to the specific job You performed for the Policyholder.

*We, Our, Us* means the Insurance Company shown on Your Certificate of Insurance.

*You, Your and Insured Person* means an insured employee or member.



**Group Long-Term Disability Benefits**

**Saint Mary's College of California**

**Group Number: G000BNN5**

**United of Omaha Life Insurance Company**

**Home Office:  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175**



**Mutual of Omaha**