

# YOUR BENEFIT PLAN

THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA

EMPLOYER: THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA PLAN

NUMBER: 934202

PLAN EFFECTIVE DATE: January 1, 2016

BENEFITS UNDER THE GROUP SHORT TERM DISABILITY PLAN DESCRIBED IN THE FOLLOWING PAGES ARE PROVIDED AND FUNDED BY THE EMPLOYER.

THE EMPLOYER HAS FULL RESPONSIBILITY FOR PAYMENT OF ANY BENEFITS DUE ACCORDING TO THE TERMS AND CONDITIONS OF THE PLAN.

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## SCHEDULE OF BENEFITS

The Plan of short term Disability provides You with short term income protection if You become Disabled from a covered Injury, Sickness, or pregnancy.

### The benefits described herein are those in effect as of January 1, 2016

#### **Cost of Coverage:**

You do not contribute towards the cost of coverage.

#### **Eligible Class(es) For Coverage:**

#### **Final Groups:**

**Group 1:** All salaried flexible staffing contract employees, part-time salaried employees and full-time salaried employees, excluding resident house staff physicians, temporary, leased or seasonal employees, in active employment in the United States with the Employer

**Group 2:** All full-time Executives in active employment in the United States with the Employer

**Eligibility Waiting Period for Coverage:**

180 day(s)

The time period(s) referenced above are continuous. The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time Active Employee with the Employer under the Prior Program or a transfer from the Academic Organization or rehired within 12 months of termination prior service time counts towards waiting period.

**Benefits Commence:**

- 1) Group 1 for Disability caused by Injury: on the 15th consecutive day of Total Disability or Disabled and Working;(catastrophic leave must be exhausted)
- 2) Group 2 for Disability caused by Sickness: on the first day of Total Disability or Disabled and Working.

**Pay period Benefit:**

60% of Your Pre-disability Earnings; reduced by Other Income Benefits.

**Maximum Duration of Benefits Payable:**

- 1) Group 1: 24 week(s) if caused by Injury; or Sickness
- 2) Group 2: 26 week(s) if caused by Injury; or Sickness.

**Additional Benefits:**

Disabled and Working Benefit  
See Benefit

**ELIGIBILITY AND ENROLLMENT**

**Eligible Persons:** *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Benefits will be considered Eligible Persons.

**Eligibility for Coverage:** *When will I become eligible?*

You will become eligible for coverage on the later of:

- 1) the Plan Effective Date; or
- 2) the date You complete the Eligibility Waiting Period for Coverage shown in the Schedule of Benefits, if applicable.

**Enrollment:** *How do I enroll for coverage?*

All eligible Active Employees will be enrolled automatically by the Employer.

**PERIOD OF COVERAGE**

**Effective Date:** *When does my coverage start?*

Your coverage will start on the date You become eligible.

**Deferred Effective Date:** *When will my effective date for coverage or a change in my coverage be deferred?*

If You are not actively scheduled and working one full day the day you become eligible. Because you are absent from work due to:

- 1) accidental bodily injury;
- 2) Sickness;
- 3) Leave of Absence

on the date Your coverage, or increase in coverage, would otherwise have become effective, Your coverage, or increase in coverage will not become effective until You are Actively at Work one full day.

**Termination:** *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the date The Plan terminates;
- 2) the date The Plan no longer covers Your class;
- 3) the date Your Employer terminates Your employment;
- 4) the date You cease to be a Active Employee in an eligible class for any reason; unless continued in accordance with one of the Continuation Provisions.
- 5) The date you retire under any normal retirement plan of the Employer

6) Date of your death

**Continuation Provisions:** *Can my coverage be continued beyond the date it would otherwise terminate?*

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Continued coverage:

- 1) is subject to any reductions in The Plan; and
- 2) terminates if:
  - a) The Plan terminates; or
  - b) coverage for Your class terminates.

In any event, Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before Your coverage was continued. Coverage may be continued in accordance with the above restrictions and as described below:

Leave of Absence: If You are on a documented leave of absence, other than Family or Medical Leave, Your coverage may be continued for 12 months after the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Family Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to 12 weeks, or 26 weeks if you qualify for Family Military Leave, or longer if required by other applicable law, following the date Your leave commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

**Coverage while Disabled:** *Does my coverage continue while I am Disabled and no longer an Active Employee?*

If You are Disabled and You cease to be an Active Employee, Your coverage will be continued:

- 1) while You remain Disabled; and
- 2) until the end of the period for which You are entitled to receive short term Disability Benefits.

After short term Disability benefit payments have ceased, Your coverage will be reinstated, provided:

- 1) You return to work for one full day as an Active Employee in an eligible class; and
- 2) The Program remains in force.

**Extension of Coverage for Total Disability:** *Does coverage continue if The Program terminates?*

If You are entitled to coverage while Disabled and The Plan terminates, coverage:

- 1) will continue as long as You remain Disabled by the same Disability; but
- 2) will not be provided beyond the date coverage would have ceased had the coverage remained in force.

Termination of The Program for any reason will have no effect on The Employer's liability under this provision.

## BENEFITS

**Disability Benefit:** *What are my Disability Benefits under The Plan?*

### Residual

You are disabled when the third party provider, 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 weekly earnings due to the same sickness or injury.

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

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

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

**The Plan will pay the Benefit.**

The amount of any Benefit payable will be reduced by:

- 1) the total amount of all Other Income Benefits, including any amount for which You could collect but did not apply; and
- 2) any other income received from the Employer for the period You are Totally Disabled.

**Partial Week Payment:** *How is a benefit calculated for a period of less than a week?*

If a Benefit is payable for less than a week, The Plan will pay 1/5 of the Benefit for each day You were Disabled.

**Recurrent Disability:** *What happens to my benefits if I return to work as an Active Employee and then become Disabled again?*

**Definition:**

The third party provider, Unum, will treat a current disability as part of a prior claim if a claimant was continuously insured and the recurrent disability occurs within 30 consecutive days or less from the end of the prior claim.

When Your return to work as an Active Employee is followed by a Disability, and such Disability is:

- 1) due to the same cause; or
- 2) due to a related cause; and
- 3) within 30 consecutive calendar days of the return to work;

the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided The Plan remains in force.

If You return to work as an Active Employee for 15 consecutive days or more, any recurrence of a Disability will be treated as a new Disability.

**Period of Disability** means a continuous length of time during which You are Disabled under The Plan.

**Multiple Causes:** *How long will benefits be paid if a period of Disability is extended by another cause?*

If a period of Disability is extended by a new cause while Benefits are payable, Benefits will continue while You remain Disabled, subject to the following:

- 1) Benefits will not continue beyond the end of the original Maximum Duration of Benefits; and
- 2) any Exclusions will apply to the new cause of Disability.

**Termination of Payment:** *When will my benefit payments end?*

Benefit payments will stop on the earliest of:

- 1) the date You are no longer Disabled under terms of the Plan;
- 2) the date You fail to furnish Proof of continuing disability ;
- 3) the date You are no longer under the Regular Care of a Physician;
- 4) the date You refuse request that You submit to an examination by a Physician or other qualified medical professional;
- 5) the date of Your death;
- 6) the date You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition;
- 7) the last day benefits are payable according to the Maximum Duration of Benefits;
- 8) the date Your Current pay period Earnings exceed the amount allowed by the Plan based on your f Your Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation;
- 9) the date no further benefits are payable under any provision in The Plan that limits benefit duration;
- 10) when you are able to work in your regular occupation on a part-time basis but choose not to;
- 11) After six 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 for total of six months or more during any twelve consecutive months of benefits
- 12) the effective date of any Severance Agreement issued by your Employer.

**Disabled and Working Benefits:** *How are benefits paid when I am Disabled and Working?*

If, while covered under this benefit, You are Disabled and Working, as defined, and payments under the Total Disability benefit under The Plan have begun, the Claims Evaluator will use the following calculation to determine Your Benefit:

$$\text{Per Pay Period Benefit} = \frac{(A - B) \times C}{A}$$

**Where:**

**A** = Your pay period Pre-disability Earnings.

**B** = Your Current pay period Earnings.

Where

**C** = The Benefit payable if You were Totally Disabled.

## EXCLUSIONS AND LIMITATIONS

**Exclusions:** *What Disabilities are not covered?*

The Plan does not cover, and will not pay a benefit for any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war (declared or not);
- 3) caused by Your commission of or attempt to commit a felony or any period of incarceration;
- 4) caused or contributed to by Your being engaged in an illegal occupation or activity;
- 5) caused or contributed to by an intentionally self-inflicted Injury;
- 6) for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; or
- 7) sustained as a result of doing any work for pay or profit for another employer.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by the Employer; and
- 2) was terminated before the Effective Date of The Plan;

no benefits will be payable for the Disability under The Plan.

## GENERAL PROVISIONS

**Claims Evaluator:** *What is the role of the Claims Evaluator?*

The Claims Evaluator is delegated the duties of the Employer to determine benefits payable according to the terms and conditions of The Plan.

**Employer Role:** *What is the role of the Employer in the Claims process?*

The Employer is responsible for making payment for benefits due according to the terms and conditions of The Plan.

The Employer's responsibilities also include, but are not limited to:

- 1) final determination of a denied claim once all appeals processes have been exhausted and within the time frame in this document; and
- 2) making final determinations regarding eligibility for coverage.

**Notice of Claim:** *When should the Claims Evaluator be notified of a claim?*

You, your supervisor or your physician must give the Claims Evaluator notice of claim by calling the special claims telephone number provided to Employees. Such notice must be given on the fifth day of an absence due to the same or a related Disability.

If notice cannot be given within that time, it must be given as soon as possible after that. A representative of the Claims Evaluator will assist the caller through the process, gathering the appropriate information from you, your physician, and the Employer.

**Filing a Claim:** *Unum is our third party Claims Evaluator and Administrator*

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

We encourage you to notify us of a claim as soon as possible, so that a claim decision can be made in a timely manner. Telephonic notice as authorized by us or written notice of claim should be provided within 30 days after the date your disability begins. However, you must provide 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.

If you choose to file a written notice of claim, the claim form is available from your Employer, 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 may file notice of claim by telephonic means. The telephone number is available through your Employer. You will be required to sign an authorization form in order for Unum to obtain medical information from your attending physician. Should Unum be unable to obtain your medical information, we will send a letter and appropriate forms to you for completion to be returned to us by the date determined in the letter. If you choose to file written notice of claim, you and your Employer must complete 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?**

Proof of your claim, provided at your expense, must show:

- a) the date your disability began;
- b) the existence and cause of your sickness or injury;
- c) that your sickness or injury causes you to have limitations on your functioning and restrictions on your activities preventing you from performing the material and substantial duties of your regular occupation;
- d) that you are under the **regular care** of a **physician**;
- e) the name and address of any **hospital or institution** where you received treatment, including all attending physicians; and
- f) the appropriate documentation of your weekly earnings, any disability earnings, and any deductible sources of income.

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. We may also require that you send us appropriate financial records, which may include income tax returns, which we STD-CLM-2 (1/1/2015) believe are necessary to substantiate your income. We may request that you send periodic proof of your claim. This proof, provided at your expense, must be received within 45 days of a request by us. Unum will deny your claim, or stop sending you payments, if the appropriate information is not submitted. 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 meet with and be interviewed by an authorized Unum Representative. Unum will deny your claim, or stop sending you payments, if you fail to comply with our requests.

### **Proof of Loss: What is Proof of Loss?**

Proof of Loss may include but is not limited to the following:

- 1) documentation of:
  - a) under the regular care of a physician
  - b) the date Your Disability began;
  - c) the cause of Your Disability;
  - d) the extent of your disability, including restrictions and limitations preventing you from performing your regular occupation ;
- 2) the names and addresses of all:
  - a) Physicians or other qualified medical professionals You have consulted;
  - b) hospitals or other medical facilities in which You have been treated; and
  - c) pharmacies which have filled Your prescriptions within the past three years;
- 3) Your signed authorization for the Claims Evaluator to obtain and release:
  - a) medical, employment and financial information; and
  - b) any other information the Claims Evaluator may reasonably require;
- 4) Your signed statement identifying all Other Income Benefits; and
- 5) proof that You have applied for all Other Income Benefits which are available.

We may request that you send proof of continuing disability indication 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 Claim Evaluator. All proof submitted must be satisfactory to the Claims Evaluator.

**Additional Proof of Loss:** *What additional proof of loss is the Claims Evaluator entitled to?*

To assist the Claims Evaluator in determining if You are Disabled, or to determine if You meet any other term or condition of The Program, the Claims Evaluator has the right to require You to:

- 1) meet and interview with the Claims Evaluator; and
- 2) be examined by a Physician, vocational expert, functional expert, or other medical or vocational professional of the Claims Evaluator's choice.

Any such interview, meeting or examination will be:

- 1) at the Claims Evaluator's expense; and
- 2) as reasonably required by the Claims Evaluator.

Your Additional Proof of Loss must be satisfactory to the Claims Evaluator. Unless the Claims Evaluator determines You have a valid reason for refusal, the Claims Evaluator may deny, suspend or terminate Your benefits if You refuse to be examined or meet to be interviewed by the Claims Evaluator.

**Sending Proof of Loss:** *When must proof of Loss be given?*

Written Proof of Loss must be sent to the Claims Evaluator within 90 day(s) after the start of the period for which the Claims Evaluator is liable for payment. If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not possible to give proof within the required time; and
- 2) proof is given as soon as possible; but
- 3) not later than 1 year after it is due, unless You are not legally competent.

The Claims Evaluator may request Proof of Loss throughout Your Disability. In such cases, the Claims Evaluator must receive the proof within 45 day(s) of the request.

**Claim Payment:** *When are benefit payments issued?*

When the Claims Evaluator determines that You:

- 1) are Disabled; and
- 2) eligible to receive benefits;
- 3) accrued benefits will be paid in accordance with the Employer's payment schedule. If any payment is due after a claim is terminated, it will be paid as soon as Proof of Loss satisfactory to the Claims Evaluator is received.

**Claims to be Paid:** *To whom will benefits for my claim be paid?*

All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or

Any such payment shall fulfill the Employer's responsibility for the amount paid.

**Claim Denial:** *What notification will I receive if my claim is denied?*

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to The Program provisions on which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and provide an explanation of the review procedure.

**Claim Appeal:** *What recourse do I have if my claim is denied?*

On any claim, You or Your representative may appeal to the Claims Evaluator for a full and fair review. To do so You:

- 1) must request a review upon written application within:
  - a) 180 days of receipt of claim denial if the claim requires the Claims Evaluator to make a determination of disability; or
  - b) 60 days of receipt of claim denial if the claim does not require the Claims Evaluator to make a determination of disability; and
- 2) may request copies of all documents, records, and other information relevant to Your claim; and
- 3) may submit written comments, documents, records and other information relating to Your claim.

The Claims Evaluator will respond to You in writing with the final decision on the claim.

**Social Security:** *When must I apply for Social Security Benefits?*

The Employer may require that You apply for Social Security disability benefits when the length of Your Disability meets the minimum duration required to apply for such benefits. You must apply within 45 days from the date of the request. If the Social Security Administration denies Your eligibility for benefits, You will be required:

- 1) to follow the process established by the Social Security Administration to reconsider the denial; and
- 2) if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.

**Subrogation:** *What are the Employer's subrogation rights?*

If You:

- 1) suffer a Disability because of the act or omission of a Third Party;
- 2) become entitled to and are paid benefits under The Program in compensation for lost wages; and
- 3) do not initiate legal action for the recovery of such benefits from the Third Party in a reasonable period of time;

then the Employer will be subrogated to any rights You may have against the Third Party and may, at its option, bring legal action against the Third Party to recover any payments made by The Plan in connection with the Disability.

**Third Party** as used in this provision means any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under The Program.

**Misstatements:** *What happens if facts are misstated?*

If material facts about You were not stated accurately, the true facts will be used to determine if, and for what amount, coverage should have been in force.

**Plan Interpretation:** *Who interprets the terms and conditions of The Plan?*

The Employer has full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Plan.

## DEFINITIONS

**Actively at Work** means at work with Your Employer on a day that is one of Your Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your Occupation:

- 1) in the usual way; and
- 2) for Your usual number of hours.

You will be considered Actively at Work on a day that is not a scheduled work day only if You were Actively at Work on the preceding scheduled work day.

**Active Employee** means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Benefits.

**Claims Evaluator** means UNUM Benefit Specialist

**Current Earnings** means per pay period earnings You receive from:

- 1) Your Employer; and
- 2) other employment;

while You are Disabled and eligible for the Disabled and Working Benefit.

However, if the other employment is a job You held in addition to Your job with Your Employer, then during any period that You are entitled to benefits for being Disabled from Your Occupation, only the portion of Your earnings that exceeds Your average earnings from the other employer over the 6 month period just before You became Disabled will count as Current Weekly Earnings.

Current per pay period Earnings also includes the pay You could have received for another job or a modified job if:

- 1) such job was offered to You by Your Employer, or another employer, and You refused the offer; and
- 2) the requirements of the position were consistent with:
  - a) Your education, training and experience; and
  - b) Your capabilities as medically substantiated by Your Physician.

**Disabled and Working** means that You are prevented by:

- 1) Limited from performing the material and substantial duties of your regular occupation due to Injury;
- 2) Sickness;
- 3) Must be under regular care of a physician for care

from performing some, but not all of the Essential Duties of Your Occupation, are working on a part-time or limited duty basis, and as a result, Your Current per pay period Earnings are more than 20%, but are less than or equal to 80% of Your Pre-disability Earnings.



**Disability or Disabled** means Total Disability or Disabled and Working Disability.

**Essential Duty** means a duty that:

- 1) is substantial, not incidental;
- 2) is fundamental or inherent to the occupation; and
- 3) cannot be reasonably omitted or changed.

Your ability to work the number of hours in Your regularly scheduled workweek is an Essential Duty.

**Injury** means bodily injury resulting:

- 1) directly from accident; and
- 2) independently of all other causes;

which occurs while You are covered under The Plan and is not a Workers' Compensation claim. However, an Injury will be considered a Sickness if Your Disability begins more than 30 days after the date of the accident.

**Mental Illness** means a mental disorder as listed in the current version of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association. A Mental Illness may be caused by biological factors or result in physical symptoms or manifestations.

For the purpose of The Plan, Mental Illness does not include the following mental disorders outlined in the Diagnostic and Statistical Manual of Mental Disorders:

- 1) Mental Retardation;
- 2) Pervasive Developmental Disorders;
- 3) Motor Skills Disorder;
- 4) Substance-Related Disorders;
- 5) Delirium, Dementia, and Amnesic and Other Cognitive Disorders; or
- 6) Narcolepsy and Sleep Disorders related to a General Medical Condition.

**Other Income Benefits** means the amount of any benefit for loss of income, provided to You, as a result of the period of Disability for which You are claiming benefits under The Plan. This includes any such benefits for which You are eligible or that are paid to You, or to a third party on Your behalf, pursuant to any:

- 1) temporary, permanent disability, or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- 2) governmental law or program that provides disability or unemployment benefits as a result of Your job with Your Employer;
- 3) plan or arrangement of coverage, whether insured or not, which is received from Your Employer as a result of employment by or association with Your Employer or which is the result of membership in or association with any group, association, union or other organization;
- 4) mandatory "no fault" automobile insurance plan;
  - a) similar plan or act; that You, are eligible to receive because of Your Disability; or
- 5) disability benefit from the Department of Veterans Affairs, or any other foreign or domestic governmental agency:
  - a) that begins after You become Disabled; or
  - b) that You were receiving before becoming Disabled, but only as to the amount of any increase in the benefit attributed to Your Disability.

Other Income Benefits also means any payments that are made to You or to a third party on Your behalf, pursuant to any:

- 1) temporary, permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits; or
- 2) portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for Your loss of earnings.

**Physician** means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that the Claims Evaluator recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) practicing within the scope of that license; and
- 4) not Related to You by blood or marriage.

**Pre-disability Earnings** means Your regular per pay period rate of pay, not counting commissions, bonuses, tips and tokens, overtime pay or any other fringe benefits or extra compensation in effect on the last day You were Actively at Work before You became Disabled.

**Prior Plan** means the short term disability plan carried by the Employer on the day before the Plan Effective Date.

**Regular Care of a Physician** means that You are being treated by a Physician:

- 1) whose medical training and clinical experience are suitable to treat Your disabling condition; and
- 2) whose treatment is:
  - a) consistent with the diagnosis of the disabling condition;
  - b) according to guidelines established by medical, research, and rehabilitative organizations; and
  - c) administered as often as needed;to achieve the maximum medical improvement.

**Related** means Your spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.

**Sickness** means a Disability which is:

- 1) caused or contributed to by:
  - a) any condition, illness, disease or disorder of the body;
  - b) any infection, except a pus-forming infection of an accidental cut or wound or bacterial infection resulting from an accidental ingestion of a contaminated substance;
  - c) hernia of any type unless it is the immediate result of an accidental Injury covered by The Plan; or
  - d) pregnancy;
- 2) caused or contributed to by any medical or surgical treatment for a condition shown in item 1) above.

**Substance Abuse** means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

- 1) impairments in social and/or occupational functioning;
- 2) debilitating physical condition;
- 3) inability to abstain from or reduce consumption of the substance; or
- 4) the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

**The Plan** means the Short Term Disability Plan for which the Employer provides supplemental pay based on medical criteria.

**Third Party Claims Specialist** means an entity hired by the employer to fulfill administration of claims review and return to work management.

**Your Occupation** means Your Occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job You are performing for a specific employer or at a specific location.

**You or Your** means the person to whom this Plan is issued.