



## **Rutgers University**

### Your Group Long Term Disability Plan

Policy No. 313789 011

Underwritten by Unum Life Insurance Company of America

02/2012



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## CERTIFICATE OF COVERAGE

Unum Life Insurance Company of America (referred to as "we," "our" and "us") welcomes Rutgers Administrative Assembly as a client. \*

This is your certificate of coverage as long as you are eligible for insurance and you become and remain insured. Keep it in a safe place.

A few words about this certificate of coverage.....

We have written it in plain English. But a few terms and provisions are written as required by insurance law. You will want to read it carefully. If you have any questions about any terms and provisions, please contact the Insurance Administrator at your work location or write to our claims paying office. We will assist you in any way we can to help you understand your benefits.

Also, if the terms of your certificate of coverage and the policy differ, the policy will govern. Your coverage may be terminated or modified in whole or in part under the terms and provisions of the policy.



President

## PLAN OUTLINE

### Description of Eligible Classes

All Professional, Administrative and Cooperative Extension Employees of Rutgers University who:

- a. hold at least a 10 month appointment;  
(appointment must read 9-1-XX to 6-30-XX)
- b. are paid an annual salary of at least \$15,000;
- c. participate in the Public Employees' Retirement System, Federal Employee Retirement System, Civil Service Retirement System and Police and Firemen's Retirement System
- d. are Assembly-eligible, except that administrators who are excluded from the assembly because they are confidential or high level administrators are also eligible.

### Amount of Insurance

- 66 2/3% (benefit percentage) of basic monthly earnings not to exceed the maximum monthly benefit, less other income benefits.

Note: This benefit is subject to reductions for earnings as provided in the section titled "How is the benefit figured?"

- The maximum monthly benefit is \$5,000.
- The minimum monthly benefit is the greater of:
  1. \$100.00; or
  2. 10% of the monthly benefit before deductions for other income benefits.

### Maximum Benefit Period

Age at Disability	Maximum Benefit Period
Less than age 60	To age 65 but not less than 60 months
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and over	12 months

### Elimination Period:

- 90 days

**Minimum Requirement for Active Employment:** 35 hours per week

## Definition of Basic Monthly Earnings

"Basic monthly earnings" means your monthly rate of earnings from the employer in effect just prior to the date disability begins. It does not include commissions, bonuses, overtime pay and other extra compensation.

## Waiting Period:

- If you were in an eligible class on or before the policy effective date: The first of the month, following 90 days from date of employment
- If you entered an eligible class after the policy effective date: The latest of, the first of the month following 90 days from the date of employment, or the first of the month following the date you entered an eligible class

You must be in continuous active employment in an eligible class during the specified waiting period.

## Contributions

The cost of your insurance is paid entirely by you.

## Changes Effective

Subject to the delayed effective date exceptions, changes in insurance take effect immediately.

## Continuation of Your Insurance During Certain Absences

Type of Absence	Time Limit
Personal Leave of Absence	To the earlier; a. the last period for which premiums were paid; or b. to the end of the policy month following the policy month in which the personal leave of absence begins.
Sick Leave	Employee must pay bi-weekly premium during the 90 day elimination period.

## Discretionary Authority

In making any benefits determination under the policy, we shall have the discretionary authority both to determine your eligibility for benefits and to construe the terms of the policy.

## TERMS YOU SHOULD KNOW

Many terms used in your certificate of coverage have special meanings. A list of these terms and meanings follows:

- "Active employment" means you must be working:
  1. for your employer on a permanent full-time basis and paid regular earnings;
  2. at least the minimum number of hours shown in the plan outline; and either
  3. at your employer's usual place of business; or
  4. at a location to which your employer's business requires you to travel.
- "Basic monthly earnings" - as defined in the plan outline.
- "Disability" or "disabled" - see the end of these terms.
- \* "Disability benefits," when used with the term retirement plan, means money which:
  1. is payable under a retirement plan due to disability as defined in that plan; and
  2. does not reduce the amount of money which would have been paid as retirement benefits at the normal retirement age under the plan if the disability had not occurred.
- "Eligibility date" means the date you become eligible for insurance after completing the waiting period shown in the plan outline.
- \* "Elimination period" means a period of consecutive days of disability for which no Unum benefit is payable. The elimination period is shown in the plan outline and begins on the first day of disability.

Note: If disability stops during the elimination period for any 30 (or less) days, then the disability will be treated as continuous. But days that you are not disabled will not count toward the elimination period.

- \* "Employer" means Rutgers Administrative Assembly and includes any division, any subsidiary or any affiliated company named in the policy.
- "Evidence of insurability" means a statement or proof of your medical history upon which we will determine your acceptance for insurance.
- "Gross monthly benefit" means your benefit amount before any reduction for other income benefits and earnings.
- "Home office" means the UNUM Life Insurance Company of America, 2211 Congress Street, Portland, Maine 04122.
- "Indexed pre-disability earnings" means your basic monthly earnings in effect just prior to the date your disability began adjusted by 7% on each anniversary of benefit payments.
- "Injury" means bodily injury resulting directly from an accident and independently of all other causes. The injury must occur and disability must begin while you are insured under the policy.
- "Monthly benefit" means the amount we will pay you when you are disabled.
- "Partial disability" and "partially disabled" - see the end of these terms.
- "Physician" means a person who is:
  1. operating within the scope of his license; and either
  2. licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
  3. legally qualified as a medical practitioner and required to be recognized, under the policy for insurance purposes, according to the insurance statutes or the insurance regulations of the governing jurisdiction.

It will not include you or your spouse, daughter, son, father, mother, sister or brother.

- "Retirement benefits," when used with the term retirement plan, means money which:
  1. is payable under a retirement plan either in a lump sum or in the form of periodic payments;
  2. does not represent contributions made by you (payments which represent your contributions are deemed to be received over your expected remaining life regardless of when such payments are actually received); and
  3. is payable upon:
    - a. early or normal retirement; or
    - b. disability if the payment does reduce the amount of money which would have been paid at the normal retirement age under the plan if the disability had not occurred.
- "Retirement plan" means a plan which provides your retirement benefits and which is not funded wholly by your contributions. The term shall not include a profit-sharing plan, a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, or a non-qualified plan of deferred compensation.



- "Sickness" means illness or disease. It includes pregnancy unless excluded in the General Exclusion section of this certificate of coverage. Disability must begin while you are insured under the policy.
- "Waiting period," as shown in the plan outline, means the continuous length of time you must serve in an eligible class to reach your eligibility date.
- "You" and "your" means you, the employee.

- "Disability" and "disabled" mean that because of injury or sickness:
  1. you cannot perform each of the material duties of your regular occupation; and
  2. after benefits have been paid for 24 months, you cannot perform each of the material duties of any gainful occupation for which you are reasonably fitted by training, education or experience.
  
- "Partial disability" and "partially disabled" mean that because of injury or sickness you, while unable to perform all the material duties of your regular occupation on a full-time basis, are:
  1. performing at least one of the material duties of your regular occupation or another occupation on a part-time or full-time basis; and
  2. currently earning at least 20% less per month than your indexed pre-disability earnings due to that same injury or sickness.

## ENROLLMENT AND DATE INSURANCE STARTS

### When can you enroll?

You can enroll if you are:

1. in active employment with your employer; and
2. in a class eligible for insurance.

### When does insurance start?

Insurance will start at 12:01 a.m. on the day determined as follows, but only if you enroll for insurance with us through your employer on a form satisfactory to us.

If you do contribute toward the plan cost, your insurance will start on the latest of these dates: \*

1. the first of the month following the 90 day waiting period. But you must enroll on or before this date.
2. the first of the month following the date you enroll if you enroll within 31 days of the waiting period.
3. the first of the month following the date we give approval, if you:
  - a. apply more than 31 days after your eligibility date; or
  - b. terminated your insurance while still eligible.

In the case of a. and b. above, you must submit, at your expense, an application and evidence of insurability to us for approval.

But no initial, increased or additional insurance will apply to you if you are not in active employment on the effective date of such insurance because of a disability. Such insurance will start for you on the day you return to active employment.

## DISABILITY

### **When do disability benefits become payable?**

We will pay you a monthly benefit after the end of the elimination period when we receive proof that you:

1. are disabled due to sickness or injury; and
2. require the regular attendance of a physician.

### **What conditions must be met for benefit payments to continue?**

We will pay you as long as you remain disabled and require the regular attendance of a physician. But we will not pay any longer than the maximum benefit period shown in the plan outline.

Also, you must give us proof of these facts, at your own expense, when we ask for it.

### **When do disability benefits for partial disability become payable?**

When we receive proof that you are partially disabled within 31 days of the end of a period during which you received disability benefits, we will pay a monthly benefit. The partial disability must result from the injury or sickness that caused disability.

### **How is the benefit figured?**

To figure the amount of your monthly benefit:

1. Take the lesser of:
  - a. 66 2/3% of your basic monthly earnings; or
  - b. the amount of the maximum monthly benefit shown in the plan outline; and
2. Deduct other income benefits from this amount.

But, if you are earning more than 20% of your indexed pre-disability earnings in your regular occupation or another occupation, the following formula will be used to figure the monthly benefit.

$$(A \text{ divided by } B) \times C$$

A = Your "indexed pre-disability earnings" minus your monthly earnings received while you are disabled.

B = Your "indexed pre-disability earnings".

C = The benefit as figured above.

The benefit payable will never be less than the minimum monthly benefit shown in the plan outline.

### **What are "other income benefits"?**

Other income benefits means those benefits as follows:

1. The amount for which you are eligible under:
  - a. Workers' or Workmen's Compensation Law;
  - b. occupational disease law; or
  - c. any other act or law of like intent.
2. The amount of any disability income benefits for which you are eligible under the New Jersey Temporary Disability Benefits Law. \*
3. The amount of any disability income benefits and/or retirement benefits for which you are eligible or receive under: \*

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\* Special

- a. any other disability group insurance plan of your employer;
  - b. the Public Employees' Retirement System (PERS).
4. The amount of disability or retirement benefits under the United States Social Security Act, as follows: \*
- a. disability benefits for which:
    - i. you are eligible; and
    - ii. your spouse, child or children are eligible because of your disability; or
  - b. retirement benefits received by:
    - i. you; and
    - ii. your spouse, child or children because of your receipt of the retirement benefits.

These other income benefits, except retirement benefits, must be payable as a result of the same disability for which we pay a benefit.

Item 4b will not apply to disabilities which begin after age 70 if you are already receiving Social Security retirement benefits while continuing to work beyond age 70.

Benefits under item 4.a above will be estimated if such benefits: \*

- 1. have not been awarded; and
- 2. have not been denied; or
- 3. have been denied and the denial is being appealed.

The monthly benefit will be reduced by the estimated amount. But, these benefits will not be estimated provided that you:

- 1. apply for benefits under item 4.a; and
- 2. request and sign our Agreement Concerning Benefits.

This agreement states that you promise to repay us any overpayment caused by an award received under item 4.a. If benefits have been estimated, the monthly benefit will be adjusted when we receive proof:

- 1. of the amount awarded; or
- 2. that benefits have been denied and the denial is not being appealed.

In the case of 2. directly above, a lump sum refund of the estimated amounts will be made.

"Law", "plan", or "act" means the initial enactment and all amendments.

**What happens if you receive increases in these other income benefits?**

After the first deduction 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.

**What if you receive a lump sum payment?**

We will prorate other income benefits which are paid in a lump sum on a monthly basis over the time period for which the sum is given. If no time period is stated, the sum will be prorated on a monthly basis over your expected lifetime as determined by us.

**When do these benefits cease?**

Disability benefits will cease on the earliest of:

- 1. the date you are no longer disabled;

2. the date you die;
3. the end of the maximum benefit period;
4. the date your current earnings exceed 80% of your indexed pre-disability earnings.

**Must premium payments be made when you are receiving benefits?**

No, we will waive premium payments during any period for which benefits are payable.

### RECURRENT DISABILITY

**What happens if you try to return to work and become disabled again?**

"Recurrent Disability" is a disability which is related to a prior disability for which you received a monthly benefit.

We will treat a recurrent disability as part of the prior disability if, after receiving disability benefits, you:

1. return to your regular occupation on a full-time basis for less than six months; and
2. perform all the material duties of your occupation.

Benefit payments will be subject to the terms of this plan for the prior disability.

If you return to your regular occupation on a full-time basis for six months or more, a recurrent disability will be treated as a new period of disability. You must complete another elimination period.

In order to prevent overinsurance because of duplication of benefits, benefits payable under this Recurrent Disability provision will cease if benefits are payable to you under any other group long term disability policy.

### SURVIVOR BENEFIT

**What happens to your benefit if you die?**

We will pay a benefit to your eligible survivor when we receive proof that you died:

1. after disability had continued for 180 or more consecutive days; and
2. while receiving a monthly benefit.

The benefit will be an amount equal to three times your gross monthly benefit.

If payment becomes due to your children, payment will be made to:

1. your children; or
2. a person named by us to receive payments on your children's behalf. This payment will be valid and effective against all claims by others representing or claiming to represent your children.

"Eligible survivor" means your spouse, if living, otherwise your children under age 25. But, if there are no eligible survivors, payment will be made to your estate.

### GENERAL EXCLUSIONS

**What disabilities aren't covered?**

We will not cover any disability due to:

1. war, declared or undeclared, or any act of war;
2. intentionally self-inflicted injuries;

3. active participation in a riot.

### PRE-EXISTING CONDITION EXCLUSION

#### Are there any other disabilities not covered?

Yes, we will not cover any disability:

1. caused by, contributed to by, or resulting from a pre-existing condition; and
2. which begins in the first 3 months after your effective date.

"Pre-existing condition" means a sickness or injury for which you received medical treatment, consultation, care or services including diagnostic measures, or had taken prescribed drugs or medicines in the 3 months prior to your effective date.

### MENTAL ILLNESS LIMITATION

#### Are benefits limited for mental illness?

Benefits for disability due to mental illness will not exceed 24 months of monthly benefit payments unless you meet one of these situations.

1. You are in a hospital or institution at the end of the 24-month period. We will pay the monthly benefit during the confinement.

If you are still disabled when discharged, we will pay the monthly benefit for a recovery period of up to 90 days.

If you become reconfined during the recovery period for at least 14 days in a row, we will pay benefits for the confinement and another recovery period up to 90 more days.

2. You continue to be disabled and become confined:
  - a. after the 24-month period; and
  - b. for at least 14 days in a row.

We will pay the monthly benefit during the confinement.

We will not pay the monthly benefit beyond the maximum benefit period.

"Hospital" or "institution" means facilities licensed to provide care and treatment for the condition causing your disability.

"Mental illness" means mental, nervous or emotional diseases or disorders of any type.

### CONTINUITY OF COVERAGE UPON TRANSFER OF INSURANCE CARRIERS

#### Are you covered if you are not in active employment due to injury or sickness?

We will cover you, subject to premium payments, if you:

1. were insured with the prior carrier at the time of transfer; and
2. are not in active employment due to injury or sickness.

The benefit payable will be that which would have been paid by the prior carrier had coverage remained in force, less any benefit for which the prior carrier is liable.

#### Will a disability due to a pre-existing condition be covered?

Benefits may be payable for a disability due to a pre-existing condition if you:

1. were insured by the prior carrier at the time of transfer; and

2. were in active employment and insured under this plan on its effective date.

We will pay you the benefits under this plan if you satisfy the pre-existing condition exclusion under:

1. this plan; or
2. the prior carrier's policy, considering continuous time insured under both policies.

No benefit will be paid if you cannot satisfy the pre-existing condition exclusion of 1. or 2. directly above.



## TERMINATION

### When does your insurance terminate?

You will cease to be insured on the earliest of the following dates:

1. the date the policy terminates;
2. the date you are no longer in an eligible class;
3. the date your class is no longer included for insurance;
4. the last day for which you made any required employee contribution;
5. the date employment terminates. Cessation of active employment will be deemed termination of employment, except:
  - a. if you are disabled your insurance will be continued during:
    - i. the elimination period; and
    - ii. the period during which premium is being waived.
  - b. your employer may continue your insurance by paying the required premium, subject to the following:
    - i. Insurance may be continued for the time shown in the plan outline if you are: \*
      - a) given sick leave; or
      - b) given personal leave of absence.
    - ii. The employer must act so as not to discriminate unfairly among employees in similar situations.

## CONVERSION PRIVILEGE

### Under what conditions can you convert?

When your insurance under this plan terminates because you end employment with the policyholder, you may obtain converted disability income coverage without medical evidence of insurability. But you must have been insured for at least twelve consecutive months just before your insurance under this plan terminated. These twelve months will be considered to include the time you were insured for group long term disability under both this plan and the one it replaced, if any.

### Who may not convert?

The conversion privilege is not available to you if:

1. your insurance under this plan terminates for any of the following reasons:
  - a. this plan terminates;
  - b. this plan is amended to exclude from coverage the class of employees to which you belong;
  - c. you no longer belong to a class of employees eligible for coverage under this plan;
  - d. you retire;
  - e. you failed to pay any required premium;
2. you are or become insured for long term disability insurance under another group plan within 31 days after termination; or
3. you are disabled under the terms of this plan.

### When must you apply for the conversion coverage?

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\* Special

You must apply for and pay the first quarterly premium for the conversion coverage within 31 days after your insurance terminates under this plan.

**Is the conversion coverage the same as that provided under this plan?**

The Company governs the form of coverage, the benefits and the amounts. The benefits and amounts may differ from those under this plan.

## SOME GENERAL INFORMATION TO KNOW

### **When must we be notified of a claim?**

You must give us written notice of claim within 30 days of the date disability starts. If that is not possible, you must notify us as soon as you can.

Note: You must also notify the Office of Benefits and Employee Services.  
\*

When we receive your written notice of claim, we will send you our claim forms. If you do not receive the forms within 15 days after you sent the notice, you can send written proof of claim without waiting for the form.

### **When does proof of claim have to be given?**

You must give us proof of claim no later than 90 days after the end of the elimination period.

If it is not possible for you to give proof within these time limits, it must be given as soon as reasonably possible.

You must give us proof of continued disability and regular attendance of a physician within 45 days of the date we request the proof.

The proof must cover:

1. the date disability started;
2. the cause of disability; and
3. how serious the disability is.

### **When are claims paid?**

When we receive proof of claim, benefits payable under the policy will be paid monthly during any period for which we are liable. At the end of our period of liability, we will promptly pay any balance remaining upon receipt of such proof.

### **Who are claims paid to?**

All benefits are payable to you. But if a benefit is payable to your estate, or if you are a minor, or you are not competent, we have the right to pay up to \$1,000 to any of your relatives whom we consider entitled. If we pay benefits in good faith to a relative, we will not have to pay such benefits again.

### **What are our examination rights?**

We, at our expense, have the right and opportunity to have you examined by a physician or vocational expert of our choice to determine the extent of any sickness or injury for which you have made a claim. This right may be used as often as reasonably required.

### **How can statements made in any application for this insurance be used?**

All statements you made when applying for this insurance and providing evidence of insurability are considered representations and not warranties (absolute guarantees). No statements by you will be used to reduce or deny a claim unless contained in the application signed by you.

### **Can legal proceedings be started at any time?**

No, you or your authorized representative cannot start any legal action:

1. until 60 days after proof of claim has been given; nor
2. more than 3 years after the time proof of claim is required.

**What happens if facts are misstated?**

If relevant facts about you were not accurate:

1. a fair adjustment of premium will be made; and
2. the true facts will decide if and in what amount insurance is valid.

**Does this coverage affect workers' or workmen's compensation?**

The policy is not in lieu of, and does not affect, any requirement for coverage by workers' or workmen's compensation insurance.

## ADDITIONAL CLAIM AND APPEAL INFORMATION

### APPLICABILITY OF ERISA

If this 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 contained 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 Life Insurance Company of America (hereinafter referred to as the "insurance company") 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 the insurance company directly.

### CLAIMS PROCEDURES

The insurance company 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 the insurance company 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 the insurance company 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, the insurance company may decide your claim without that information.

If your claim for benefits is wholly or partially denied, the notice of adverse benefit determinations under the Plan will:

1. state the specific reason(s) for determination;
2. reference the specific Plan provision(s) on which the determination is based;
3. describe additional material or information necessary to complete the claim and why such information is necessary;
4. 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 the insurance company on appeal; and
5. 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 the insurance company 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). The insurance company 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, the insurance company 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 the insurance company and will be made by a person different from the person who made the initial determination and such person will not be the original decisionmaker's subordinate. In the case of a claim denied on the grounds of a medical judgement, the insurance company 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 claims, the insurance company 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:

1. the specific reason(s) for determination;
2. a reference to the specific Plan provision(s) on which the determination is based;
3. 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);
4. a statement describing your right to bring a lawsuit under Section 502(a) of ERISA if you disagree with the decision;
5. 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
6. 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**

The insurance company, 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 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. The insurance company 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 the insurance company and its affiliate Unum Group discretionary authority to make benefit determinations under the Plan. The insurance company 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.