



American Family Life Assurance Company of New York  
22 Corporate Woods Boulevard • Suite 2 • Albany, New York 12211

For assistance or information, call 1.800.206.8826, or write:  
Customer Service Center: Post Office Box 84079 • Columbus, Georgia 31993-9101

**Group Short Term Disability Income Insurance  
Certificate of Coverage**

Short Term Disability Income insurance provides financial protection by paying a benefit in the event of a disability.

**POLICYHOLDER:** The Episcopal Church Clergy & Employees' Benefit Trust  
**POLICY NUMBER:** GLDNY01112  
**POLICY EFFECTIVE DATE:** January 1, 2023

American Family Life Assurance Company of New York (referred to as Aflac New York) welcomes You as a Certificateholder. This is Your Certificate of Coverage as long as You are eligible for coverage, and You become insured. Your benefits and rights under the policy will not be less than those stated in this Certificate of Coverage. **We certify that You are insured for the benefits described in this Certificate of Coverage, subject to the provisions of this Certificate of Coverage.**

**READ YOUR CERTIFICATE CAREFULLY AND KEEP IT IN A SAFE PLACE. INSURANCE BENEFITS MAY BE SUBJECT TO CERTAIN REQUIREMENTS, REDUCTIONS, LIMITATIONS AND EXCLUSIONS.**

**THE INSURANCE EVIDENCED BY THIS CERTIFICATE PROVIDES DISABILITY INCOME INSURANCE ONLY. IT DOES NOT PROVIDE BASIC HOSPITAL, BASIC MEDICAL OR MAJOR MEDICAL INSURANCE AS DEFINED BY THE NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES.**

**POLICY SITUS:** New York

The policy is issued in and governed by the laws of the state of New York.

Your coverage may be terminated or changed under the terms and provisions of the policy. Contact the Policyholder if You wish to inspect a copy of the policy.

If the terms and provisions of this Certificate of Coverage (issued to You) are different from the policy (issued to the Policyholder), the policy will govern. Your coverage may be terminated or changed under the terms and provisions of the policy.

For purposes of effective dates and ending dates under this Certificate, all days begin at 12:01 a.m. and end at 12:00 a.m. midnight local time at the Policyholder's place of business.

Virgil R. Miller, President

J. Matthew Loudermilk, Secretary

**The policy covers disabilities due to Sickness or Injury.**

**CERTIFICATE OF COVERAGE**  
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**SPECIAL NOTICES**

**AMERICAN FAMILY LIFE ASSURANCE COMPANY OF NEW YORK**

**Toll Free Number:** 1.800.206.8826 TTY/RTT 711  
**Claim Information Toll Free Number:** 1.800.206.8826 TTY/RTT 711

**PLEASE READ THIS CERTIFICATE CAREFULLY**

**NOTICE(S)**

*This page will be used to provide any notices or disclosures that by applicable law or regulation must be included in this certificate.*

## SCHEDULE OF BENEFITS - SHORT TERM DISABILITY INCOME

The Short Term Disability Income policy provides financial protection for You by paying a portion of Your income while You are disabled. The amount You receive is based on the amount You earned before Your disability began, subject to all policy provisions.

**Policyholder:** The Episcopal Church Clergy & Employees' Benefit Trust

**Address:** 19 E. 34<sup>th</sup> Street  
New York, NY 10016

**Policy Number:** GLDNY01112

**Policy Effective Date:** January 1, 2023

**Policy Anniversary Date:** January 1, 2024, and each following January 1st

**Eligible Class:**

All persons in the following class are eligible for Member coverage:

All Active Members are normally scheduled to work 1,000 compensated hours per year. Excludes temporary and seasonal Members, and, if elected by Your Policyholder, all clergy.

**Minimum Hours Requirement:**

1,000 compensated hours per year.

**Waiting Period:**

None

**Who Pays for the Coverage:**

This is a Contributory Insurance plan. You pay the cost of Your coverage.

**Elimination Period:**

14 days consecutive days

The Elimination Period begins on the first day of Your disability.

Benefits begin the day after the elimination period is completed.

**Can You Satisfy Your Elimination Period If You Are Working?**

Yes. If You are working while You are disabled, the days You are disabled will count toward Your Elimination Period.

**Weekly Benefit:**

60% of Weekly Earnings to a Maximum Benefit of \$1,500 per week.

Your benefit may be reduced by any Deductible Sources of Income and adjusted by any Disability Earnings. Some disabilities may not be covered under the policy.

**Maximum Weekly Benefit Amount:**

\$1,500

**Minimum Weekly Benefit Amount:**

\$25

**Weekly Earnings:**

" **Weekly Earnings**" means weekly gross Total Assessable Compensation, as defined under The Church Pension Fund Clergy Pension Plan (Clergy Pension Plan), but excluding one-time payments such as overtime and bonuses and income received from sources other than the Employer.

Earnings will be based on the annualized weekly earnings just prior to the date of disability.

**Maximum Period of Payment:** 24 weeks

**Maternity Duration:**

Natural: 6 weeks

Cesarean Section: 8 weeks

## DEFINITIONS

**Accident** means a sudden, unexpected event that was not reasonably foreseeable.

**Active Employment** means You are working for Your Employer for earnings that are paid regularly and that You are performing the Material and Substantial Duties of Your Regular Occupation. You must be working at least the minimum number of hours as described under the Minimum Hours Requirement in the Schedule of Benefits

To be in Active Employment, Your work site must be:

- Your Employer's usual place of business;
- an alternative work site at the direction of Your Employer, including Your current residence, even if temporary; or
- a location to which Your job requires You to travel.

We will consider You to be in Active Employment on weekends, holidays, vacations, and paid time off program that Your Employer has approved and during a temporary business closure not to exceed 14 day(s) if You were in Active Employment on the last scheduled work day immediately prior to such time off. A temporary business closure includes a closure due to inclement weather, power outage or public health agency orders.

If Your employment status is being continued under a severance or termination agreement, You will not be considered in Active Employment.

Temporary Members are excluded from coverage. Seasonal Members are excluded from coverage.

**Certificateholder** means the person who is eligible for benefits provided by the Policyholder's policy, who has received a Certificate of Coverage, and for whom premium has been paid.

**Child and Children** means:

- Your biological Child;
- Your adopted Child or a Child from the date of placement in Your home pending adoption;
- Your stepchild including a Child of a domestic partnership or civil union;
- a Child living in Your home for whom You are the legal guardian.

If a minor Child is entitled to benefits, We may at Our option make benefit payment to the person caring for and supporting the Child until a legal guardian is appointed.

**Complication of Pregnancy** means a condition requiring hospital stay, when pregnancy is not terminated, whose diagnosis is distinct from pregnancy but adversely affected or caused by pregnancy. Complication of Pregnancy includes, but is not limited to, non-elective Cesarean section; termination of ectopic pregnancy; spontaneous termination of pregnancy occurring during a period of gestation in which a viable birth is not possible; acute nephritis or nephrosis; cardiac decompensation; missed abortion; and similar medical and surgical conditions of comparable severity. It does not include false labor; occasional spotting; morning sickness; Physician prescribed rest; hyperemesis gravidarum; pre-eclampsia; or any other condition associated with the management of a difficult pregnancy, not consisting of a nosologically distinct complication of pregnancy.

**Confined or Confinement** means a Hospital, Health Facility, or Institution stay of at least 8 hours per day.

**Contribution(s)** means the amount the Policyholder may require You to pay towards the total premium that We charge for the insurance provided under the policy.

**Deductible Sources of Income** means income from other sources as listed in this certificate which You receive or are eligible to receive while You are disabled. This income will be subtracted from Your Gross Weekly Benefit.

**Disability Earnings** means the income which You receive from working while You are disabled, plus the earnings You could receive if You were working to Your Maximum Capacity.

Disability Earnings do not include earnings from secondary employment if such employment began prior to Your date of disability; however, it does include any increase in earnings from the secondary employment occurring after Your date of disability.

**Eligibility Date** means the date You become eligible for insurance.

**Eligible Survivor** means Your surviving relatives in the following order:

- Your Spouse;
- if no Spouse or if Your Spouse does not survive You, in equal shares to Your Children;
- if no Child survives You, in equal shares to Your surviving parents; or
- Your siblings, in equal shares.

**Elimination Period** means a period of continuous disability that must be satisfied before You are eligible to receive benefits from this plan Us.

This term does not include Members who normally work less than 20 hours a week for the Employer.

**Employer** means the organizations associated with the Episcopal Church that the Policyholder has requested in writing to have included under the Policy, and we have approved such request.

**Gainful Occupation** means an occupation for which You may reasonably become qualified based on Your education, training or experience.

**Good Cause** means documented physical or mental impairments, which leave You unable to take part in or complete the agreed upon transitional work arrangement We developed.

We will review and consider Your attending Physician's assessment; however, We reserve the right to make a Good Cause determination based on the medical opinion of Our consulting Physician.

**Grace Period** means the period following the premium due date during which premium payment for the policy may be made.

**Gross Weekly Benefit** means Your benefit before any reduction for Deductible Sources of Income and any adjustment for Disability Earnings.

**Hospital, Health Facility, or Institution** means a short-term, acute, general hospital, that:

- is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
- has organized departments of medicine and major surgery;
- has a requirement that every patient must be under the care of a Physician or dentist;
- provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);
- if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in 42 USC § 1395x(k);
- is duly licensed by the agency responsible for licensing such hospitals; and
- is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts or alcoholics, or a place for convalescent, custodial, educational, or rehabilitative care.

**Health Facility** may also mean a facility that specializes in treating alcoholism, drug addiction, chemical dependency or Mental Disorder. A facility specializing in treating alcoholism, drug addiction, chemical dependency or Mental Disorder does not include a rest home, convalescent home, and home for the aged or a facility primarily for custodial, educational, or rehabilitative care.

**Immediate Family Member** means a person who is related to You in any of the following ways: Spouse, Domestic Partner /Civil Union Partner, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent and adoptive parent), grandparent, brother or sister (includes stepbrother or stepsister), Child (includes legally adopted, stepchild, foster Child, or Domestic Partner's/Civil Union Partner's Child, or grandchild).

**Injury** means physical harm or damage to the body.

**Inpatient** means an individual who is physically Confined for an overnight stay, as a registered bed patient in a Hospital, Health Facility or institution.

**Insured Person** means a Member who is eligible for coverage and is the subject of insurance under the certificates attached to the policy for which premium is paid.

**Leave of Absence** means You are absent from Active Employment for a period that has been agreed to by Your Employer.

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

**Material and Substantial Duties** means duties that:

- are normally required for the performance of Your Regular Occupation; and
- cannot be reasonably omitted or modified, except that if You are required to work an average in excess of 40 hours per week, We will consider You able to perform that requirement if You are working or have the capacity to work 40 hours per week.

**Maximum Benefit** means the total Weekly Benefit amount for which You are insured under the policy subject to all policy provisions.

**Maximum Period of Payment** means the longest period of time We will make payments to You for any one period of disability.

**Member** means a person defined as such by the Policyholder:

- the Members of one or more subsidiary corporations named in the policy;
- the Members, individual proprietors, and partners of one or more affiliated corporations, proprietorships or partnerships if the business of the Employer and of the affiliated corporations, proprietorships or partnerships is under common control and named in the policy;
- the directors of a corporate Policyholder/Employer; and
- for a policy issued to insure the Members of a public body, elected or appointed officials.

Member excludes in any case, part-time Members, temporary Members and Members who work for the Employer less than the number of hours per week indicated in the Schedule of Benefits.

**Mental Disorder** means a psychiatric or psychological condition classified in the Diagnostic and Statistical Manual of Mental Health Disorders (DSM), published by the American Psychiatric Association, most current as of the start of a disability. Such disorders include, but are not limited to, psychotic, emotional or behavioral disorders, or disorders related to stress or to substance use or dependency. If the DSM is discontinued or replaced, these disorders will be those classified in the diagnostic manual then used by the American Psychiatric Association as of the start of a disability. If the APA no longer publishes a DSM or the APA ceases to exist, We may substitute a comparable DSM.

**Part-Time Basis** means the ability to work and earn 20% or more not to exceed 80% of Your Weekly Earnings. Ability is based on capacity and not market availability.

**Payable Claim** means a claim for which We are liable under the terms of the policy.

**Physician** means a licensed health care professional who diagnoses, treats, operates, or prescribes for any human disease, pain, injury, deformity, or physical condition. A licensed physician has completed a program of medical education and received the doctor of medicine (M.D.), doctor of osteopathic medicine (D.O.), or equivalent degree.

We will not recognize You or Your Immediate Family Members, a business or professional partner, or any person who has a financial affiliation or business interest with You as a Physician for a claim that You send to Us.

**Policyholder** means the Policyholder entity to whom the policy is issued.

**Prior Policy** means the Policyholder's group short term disability income insurance policy paid for by the Policyholder for which You were insured on the day prior to the effective date of Our policy.

**Prior Plan** means the plan of insurance providing similar benefits sponsored by the Employer in effect directly prior to the Policy effective date.

**Proof** means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for eligibility for any benefit described in this certificate. When a claim is made for any benefit described in this certificate, Proof must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and



- the claimant's right to receive payment.

**Reasonable Accommodation** means modifications or adjustments to a job, an employment practice or the work environment that makes it possible for a person with a disability to perform the Material and Substantial Duties of their occupation without causing undue hardship to any employer. It must meet federal standards of Reasonable Accommodation as defined by the Americans with Disabilities Act of 1991.

**Recurrent Disability** means a disability which is:

- caused by a worsening in Your condition; and
- due to the same cause(s) as Your prior disability for which We made a Weekly Payment.

**Regular Care** means:

- You personally visit in person or by telemedicine a Physician as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat Your disabling condition(s); and
- You are receiving the most appropriate treatment and care, which conform with generally accepted, medical standards, for Your disabling condition(s) by a Physician whose specialty or experience is the most appropriate for Your disabling conditions(s) according to generally accepted medical standards.

**Regular Occupation** means the occupation You are routinely performing when Your disability begins. We will look at Your occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific Employer or at a specific location, normally performed and how the work tasks are performed for Your Employer or at Your specific location.

**Retirement Plan** means a defined contribution plan or defined benefit plan. These are plans which provide retirement benefits to Members and are not funded entirely by Member Contributions. Retirement Plan includes but is not limited to any plan which is part of any federal, state, county, municipal or association retirement system.

**Salary Continuation or Accumulated Sick Leave** means continued payments to You by Your Employer of all or part of Your Weekly Earnings, after You become disabled as defined by the policy. This continued payment must be part of an established plan maintained by Your Employer for the benefit of all Members covered under the policy. Salary Continuation or Accumulated Sick Leave does not include compensation paid to You by Your Employer for work You perform after Your disability begins.

**Sickness** means illness, disease, or Complications of Pregnancy.

**Signed** means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper, electronic media, or other durable media and which is consistent with applicable law.

**Spouse** means the Insured's lawful spouse. This includes a marriage between same-sex partners legally performed in New York and other jurisdictions. It does not include a spouse who is legally separated. A marriage that is otherwise valid shall be valid regardless of whether the parties to the marriage are of the same or different sex.

**Weekly Earnings** means Your gross weekly income from Your Employer as stated in the Schedule of Benefits.

**Weekly Payment** means Your benefit after any Deductible Sources of Income and Disability Earnings have been subtracted from Your Gross Weekly Benefit.

**We, Us, and Our (with or without initial capital letters)** means American Family Life Assurance Company of New York.

**Written or In Writing** means a record which is on or transmitted by paper, electronic media, or other durable media and which is consistent with applicable law.

**You, Your (with or without initial capital letters)** means the Certificateholder:

- who is a member of an Eligible Class;
- who is eligible for benefits;
- for whom premium has been paid while covered under the policy; and
- who has received a certificate.

## GENERAL PROVISIONS

### Entire Contract

This insurance is provided under a contract of group disability income insurance with the Policyholder. The entire contract with the Policyholder consists of:

- all policy provisions and any amendments and endorsements to the policy;
- this Certificate of Coverage and any amendments and endorsements to this Certificate of Coverage;
- the Policyholder's Signed application.

### Fraud Notice

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

### Certificate of Coverage

This Certificate of Coverage is a Written statement prepared by Us and may include attachments. It tells You:

- the coverage to which You may be entitled;
- to whom We will make a payment; and
- the limitations, exclusions and requirements that apply.

No benefits are payable under this certificate in the absence of payment of current premiums subject to the Grace Period and the Premium Section of the policy. Unless specifically provided for in any applicable termination or continuation of coverage provision described in this certificate or under the terms of the policy, this plan does not pay benefits for a disability incurred before coverage starts under this plan, and this plan will not pay any benefits for any losses, claims or expenses that start after coverage ends.

Benefits may be modified during the term of this plan as specifically provided under the terms of the policy or upon renewal. If benefits are modified, the revised benefits (including any reduction in benefits or elimination of benefits) apply to any losses incurred that start on or after the effective date of the plan modification. There are no vested rights to receive any benefits described in the policy or in this certificate beyond the date of termination or renewal including if the loss, accident, or disability starts on or after the effective date of the plan modification, but prior to Your receipt of amended plan documents.

### Incontestability

We consider any statements made by You a representation and not a warranty. No statement made by You will be used to reduce or deny any claim or to terminate Your coverage unless:

- a copy of that statement is given to You, Your Eligible Survivor or legally authorized representative.

No statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the coverage has been in force for two years. For any applied for increases in coverage or reinstatement of coverage, a new two-year contestability period is applicable to the amount of the applied for increase or reinstated coverage. Fraudulent statements will be used to contest the insurance for which the fraudulent statement was made when permitted by applicable law in the state where this certificate is delivered or issued for delivery.

No statement made by You will be used to contest the insurance under the policy unless the statement is material to the risk accepted by Us.

### Clerical Error

Clerical error or omission by Us or, the Policyholder, or Your Employer will not:

- prevent You from receiving coverage, if You are entitled to coverage under the terms of the policy; or
- cause coverage to begin or continue for You when the coverage would not otherwise be effective; or
- continue benefit payments under the policy that otherwise should validly terminate.

If We or the Policyholder make a clerical error in keeping data that is required to compute premiums and administer the terms of the policy, We will:

- use the facts to decide whether You have coverage under the policy and in what amounts; and
- make a fair adjustment of the premium.

### Misstatement of Age

If premiums applicable to You are based on age and You have misstated Your age, there will be a fair adjustment of premiums based on Your true age. If the benefits applicable to You are based on age and You have misstated Your age, there will be an adjustment of said benefits based on Your true age. We may require satisfactory Proof of Your

age before paying any claim. Any fair adjustments of premium will be made with at least 30 days' prior written notice to the Policyholder.

**Workers' Compensation or State Disability Income Insurance**

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

**Agency**

For purposes of the policy, the Policyholder acts on its their own behalf or as Your agent. Under no circumstances will the Policyholder or Your Employer be deemed Our agent.

**Non-Participation Policy**

The policy is not entitled to share in surplus distribution.

**Termination or Amendment of the Policy**

If a disability for which Weekly Benefits are payable begins while Your coverage under the policy is in force, benefits will be payable after termination of Your coverage to the same extent as if the coverage had not terminated.

**Conformity with State Statutes**

This plan was issued on its effective date in the state noted on the Master Application. Any plan provision that conflicts with that state's statutes is amended to conform to the minimum requirements of those statutes.

## ELIGIBILITY AND ENROLLMENT

### **Eligible Class:**

You may only become eligible for the insurance available if You are a member of an Eligible Class shown in the Schedule of Benefits. **Refer to the Schedule of Benefits or contact Your Employer to determine if You are in an Eligible Class.**

### **When are You Eligible for Coverage?**

If You are in Active Employment, the date You are eligible for coverage is the later of:

- the Policy Effective Date;
- Your date of hire;
- the date You enter an Eligible Class.

If You enter an Eligible Class after Your date of hire, and there is no Waiting Period, Your Eligibility Date is the date You enter the Eligible Class.

### **Enrollment**

If You are not required to contribute towards the cost of coverage, Your enrollment will be handled by Your Employer.

Eligible persons may enroll as follows:

### **Contributory Insurance**

For insurance You must contribute toward the cost. You may enroll by completing the enrollment process as instructed by the Policyholder. The Policyholder will provide the forms needed to enroll.

If You do not enroll for Contributory Insurance or You declined coverage during Your eligibility period, You may apply for coverage:

- at the next enrollment period
- after a Life Status Change.

You must give evidence of Your insurability satisfactory to Us if You are required to do so under the section entitled Evidence Of Insurability.

### **Effective Date of Your Insurance**

Subject to the requirements of the section below entitled Deferred Effective Date, Your insurance will become effective as determined in this section if You are in Active Employment on the date coverage would take effect. If You are not in Active Employment on the date coverage is to take effect, Your effective date of coverage will be determined in the section below entitled Deferred Effective Date.

Coverage for eligible persons insured under the Prior Plan will be effective on the Policy's Effective Date.

For persons, who were not insured under the Prior Plan, and all new or newly eligible persons, coverage under the policy will become effective as described below:

### **Rules for Contributory Insurance**

Contributory Insurance will take effect in accordance with the rules stated below. You must be in Active Employment on the date such insurance is to take effect.

Contributory Insurance will become effective the later of:

- the date You become eligible for insurance for any amount of insurance that does not require Evidence of Insurability, if You apply on or before that date;
- the first day of the month following the date You apply for insurance for any amount of insurance that does not require Evidence of Insurability, if You apply within 31 days after Your Eligibility Date;
- the date for which the first premium for Your coverage is paid;
- the Policy Effective Date;
- the date the enrollment period ends or the date the next plan year begins following the date You apply, if You apply during the enrollment period as defined by the Policyholder; or  
on the first day of the month following the date We state In Writing that Your Evidence of Insurability been approved for any amount of insurance that requires You to give Evidence of Insurability.

**Deferred Effective Date**

Unless otherwise stated in the section entitled Continuity of Coverage, If You are not in Active Employment on the day before:

- the Policy Effective Date;
- the scheduled effective date of Your insurance; or
- an increase in Your insurance.

Your insurance, or an increase, will not become effective until the day You return to Active Employment.

## CHANGING YOUR COVERAGE

### When Will Changes to Your Coverage Take Effect?

#### **Effective Date for Benefit Changes Due to a Change in Weekly Earnings**

A change in Your Weekly Benefit due to a change in Your Weekly Earnings will be effective on the date of the change if You are in Active Employment. If You are not in Active Employment due to Injury or Sickness, any increased or additional coverage will begin on the date You return to Active Employment.

#### **Effective Date for Benefit Changes Due to a Change in Your Eligible Class**

A change in Your Weekly Benefit due to a change in Your Eligible Class will be effective on the date of the change if You are in Active Employment. If You are not in Active Employment due to Injury or Sickness, any increased or additional coverage will begin on the date You return to Active Employment.

#### **Effective Date for Benefit Changes by Policy Amendment**

A change in Your Weekly Benefit due to a change in the Policy by an amendment elected by the Policyholder, will be effective on the date of the change, if You are in Active Employment. If You are not in Active Employment on the date a benefit payable change would otherwise be effective, any increased or additional coverage will begin on the date You return to Active Employment.

A change in Your benefit payable because of a change made by Us will normally be effective on the Policy Anniversary Date, or as otherwise determined by state or federal law, or by Us. If You are not in Active Employment on the date a benefit payable change would otherwise be effective, the benefit payable change will not be in force until You return to Active Employment.

A change in Your benefit payable because of a change made by Us will normally be effective on the Policy Anniversary Date, or as otherwise determined by state or federal law, or by Us. If You are not in Active Employment on the date a benefit payable change would otherwise be effective, the benefit payable change will not be in force until You return to Active Employment.

#### **Effective Date of a Benefit Decrease**

Any decrease in coverage will take effect immediately upon the effective date of the change.

#### **Effect of a Change in Coverage on a Payable Claim**

Neither an increase nor a decrease in coverage will affect a Payable Claim that occurs prior to the increase or decrease.

## CONTINUITY OF COVERAGE

### **(Transferred Coverage from a Prior Plan to this Plan)**

This provision provides continuity of coverage when You are in Active Employment when the Policyholder transfers prior group insurance to this plan, or by an employer which has merged with or otherwise combined with the Policyholder. If Your coverage under the policy replaces any prior coverage that You had, the following rules apply.

### **What if You are not in Active Employment when Your Employer Replaces Insurance Coverage with Our Policy? (Continuity of Coverage)**

If You are not in Active Employment due to Injury or Sickness on the date Your Employer changes insurance carriers to Our policy, and You were covered under the Prior Policy at the time Your Employer's coverage under Our policy became effective, We will provide continuity of coverage under Our policy. In order for this provision to apply, the Prior Policy's coverage must be similar to Our policy.

If You are not in Active Employment due to Injury or Sickness on the effective date of Our policy, and You would otherwise be eligible to become insured under Our policy, We will provide Limited Coverage under Our policy. Coverage under this provision will begin on Our Policy Effective Date and will continue until the earliest of:

- the date You return to Active Employment; or
- the end of any period of continuance or extension provided under the Prior Policy.

If You are not in Active Employment due to Leave of Absence or Temporary Layoff on the date Your Employer changes insurance carriers to Our policy, and You were covered under the Prior Policy at the time Your Employer's coverage under Our policy became effective, We will provide continuity of coverage under Our policy. In order for this provision to apply, the Prior Policy's coverage must be similar to Our policy.

If You are not in Active Employment due to Leave of Absence or Temporary Layoff on the effective date of Our policy, and You would otherwise be eligible to become insured under Our policy, We will provide Limited Coverage under Our policy. Coverage under this provision will begin on Our Policy Effective Date and will continue until the earliest of:

- the date You return to Active Employment; or
- the end of any period of continuance or extension provided under the Prior Policy; or
- the date coverage would otherwise end, according to the provisions of Our policy.

Your coverage under this provision is subject to payment of premium.

*For the purposes of this provision the following definition applies:*

**Limited Coverage** means benefits payable will be paid as if the Prior Policy had remained in effect and You continued to be insured under that policy. We will reduce Your payment by any amount for which the prior carrier is liable.

If coverage ends under this provision, or if You were not covered under Your Employer's Prior Policy on the date that policy terminated, the Effective Date of Your Insurance provision will apply.

#### **If You Have a Disability Due to a Prior Disability After Your Employer Replaces Insurance Coverage with Our Policy (Credit for a Prior Disability)**

You do not have to complete the Elimination Period under this plan if, after Your disability ended under the Prior Policy for which You received a disability benefit, You:

- are not eligible for successive benefits under Your prior carrier's policy; and
- returned to work for Your Employer for 14 consecutive days or less; and
- become disabled under the terms of this plan due to the same cause(s) as Your prior disability.

We will require Proof that You received disability benefits for the prior disability under the Prior Policy.

All other provisions of Our policy will apply.

#### **When Continuity of Coverage Ends**

You will remain covered under this Continuity of Coverage provision until the first to occur:

- the date You return to Active Employment at which time insurance in effect under the policy will not be subject to Prior Plan provisions or benefit limitations;
- the last day of a period of 12 consecutive months which begins on the Policy Effective Date, at which time coverage under the policy will also end;
- the date insurance would otherwise end for You in accordance with the terms and conditions of this certificate, at which time coverage under the policy will also end;
- the date on which insurance would have ended under the Prior Plan, had the Prior Plan not terminated at which time coverage under the policy will also end; or
- if the Prior Plan provided for extension of insurance without premium payment during a period of disability, on the earliest of:
  - (a) the date You are approved for such benefit under the terms of the Prior Plan; and
  - (b) the last day of the 12- month period following the Policy's Effective Date, and coverage under the policy will also end.

#### **Duplication of Coverage**

If You qualify for benefits under the Prior Plan such that a duplication of coverage situation exists after coverage begins under the policy, You must exercise Your rights under the Prior Plan and duplicate benefits will not be payable under the policy.

Coverage under the policy will not take effect if Your coverage under the Prior Plan is continued under any disability provision or You have enrolled in a conversion plan option with the Prior Plan.

#### **Premium Payments**

Premium payments are required for all Insured Persons during the period Continuity of Coverage under this provision is in effect. We will not waive premium during the period coverage is continued.

## CONTINUATION OF COVERAGE BY THE POLICYHOLDER

The Policyholder has elected to continue Your insurance for any of the reasons specified below.

Premium will continue to be paid to Us by the Policyholder on Your behalf.

### **When Will Your Coverage Continue If You Are Temporarily Not Working?**

If premium payments continue to be made on Your behalf, We may deem Your employment to continue for purposes of remaining eligible for coverage under this plan as described below.

### **If You Are Not in Active Employment Due to a Sickness or Injury or Other Authorized Leaves**

If You are not in Active Employment due to Sickness or Injury or other authorized leave as agreed to by Your Employer, and premium is paid, Your coverage may continue up to a maximum of 12 weeks from the start of Your absence.

### **Continuation of Coverage While on a Family and Medical Leave of Absence**

We will continue your coverage in accordance with the Policyholder's policy on family medical and military leaves of absence if premium payments continue and the Policyholder approved your leave In Writing.

If you were granted a Leave of Absence according to the "Family and Medical Leave Act of 1993", your coverage will continue under this provision for the balance of your leave.

Coverage will be continued until the end of the later of:

- the leave period required by the federal Family and Medical Leave Act of 1993 and any amendments; or
- the leave period required by applicable national, state or local law, or any similar law, plan or act.

If the Policyholder's policy does not provide for continuation of your coverage during a family and medical Leave of Absence, your coverage will be reinstated when you return to Active Employment.

### **Continuation of Coverage While on Leave During Military Service**

We may continue Your insurance, if applicable, in accordance with the Policyholder's policies regarding leave of absence for Military service under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable state law. Premiums must be paid for continued coverage for You. Coverage may be continued until the end of the period required by USERRA. If Your coverage is not continued during a Leave of Absence for active military service, and You return to Active Employment, Your coverage shall be reinstated in accordance with USERRA and applicable state law.

### **Concurrent Leaves**

If Your Employer has approved more than one type of Leave of Absence for You during any one period that You are not in Active Employment, We will consider such leaves to be concurrent for the purpose of determining how long Your coverage may continue under the policy.

### **End of a Continuation Period**

Continuation Insurance will end on the earliest of the following:

- the date Your continuation leave ends;
- the date the Policyholder ceases to pay Your premiums, or otherwise terminates Your insurance;
- the date You cease to pay Your premiums, or You terminate Your insurance;
- the maximum continuation period has been reached; or
- the date the policy or this plan terminates.

At the end of any of a continuation period if You resume Active Employment in an Eligible Class You will continue to be covered under the policy.

If You do not resume Active Employment in an Eligible Class at this time, Your employment will be considered to end, and all insurance will end in accordance with the provision Date Insurance Ends.

In no event will Your coverage under the policy be continued beyond the date Your coverage would otherwise end according to the terms of the When Does Your Coverage End provision.



## DATE COVERAGE ENDS

### When Does Your Coverage End?

Your coverage under this certificate ends on the earliest of:

- the date the Policy or a Plan is cancelled;
- the date you are no longer in an eligible class;
- the date you are no longer eligible for coverage;
- the date your eligible class is no longer covered;
- the last day you are in active employment except as provided under the covered layoff or leave of absence provision;
- your employment stops for any reason, including job elimination, or being placed on severance. This will be the date you stop active employment;
- the date on which you retire; or
- the date on which you begin active duty in the armed forces of any country.

### Reinstatement of Coverage

If Your coverage ends, You may apply to reinstate coverage subject to the rules described below in the “When Does Your Coverage Being?” Section. If We approve Your request, You will be notified of Your reinstatement date.

## SHORT TERM DISABILITY INCOME BENEFIT INFORMATION

### How Do We Define a Short Term Disability?

You are considered to be disabled if, solely and directly because of a Sickness or Injury, all of the following applies:

- You must be covered by this plan at the time You become disabled;
- You must be under the Regular Care of a Physician for Your Sickness or Injury; and
- You must meet the conditions of disability below.

During the Elimination Period, You are disabled when it is determined that due to Your Sickness or Injury:

- You are unable to perform the Material and Substantial Duties of Your Regular Occupation; and
- You have a 20% or more loss in Your Weekly Earnings.

After the Elimination period, You are disabled when it is determined that due to Your Sickness or Injury:

- You are unable to perform the Material and Substantial Duties of Your Regular Occupation; and
- You have a 20% or more loss in Your Weekly Earnings.

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

We will assess Your ability to work and the extent to which You are able to work by considering the facts and opinions from Your Physicians and Physicians and medical practitioners or vocational experts of Our choice.

We may require You to be examined by a Physician, other medical practitioner and/or vocational expert of Our choice. We 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 Our authorized representative. Refusal to be examined or interviewed may result in denial or termination of Your claim.

### ELIMINATION PERIOD

#### How Long Must You Be Disabled Before You Are Eligible to Receive Benefits?

The Elimination Period is the period of continuous disability You must satisfy before You are eligible to receive benefits under the policy. You must be continuously disabled through Your Elimination Period. Your Elimination Period is as stated in the Schedule of Benefits. The days that You are not disabled will not count toward Your Elimination Period.

If Your disability stops during the Elimination Period, We will not consider Your disability to be continuous.

No benefit is payable for or during the Elimination Period. You must be under the care of a Physician during the Elimination Period.

The Elimination Period begins on the first day of Your disability.

Benefits for a Payable Claim begin the day after the Elimination Period is completed.

#### Can You Satisfy Your Elimination Period If You Are Working?

Yes. If You are working while You are disabled, the days You are disabled will count toward Your Elimination Period.

#### When Will You Begin To Receive Benefits?

The benefit payable is the Weekly Benefit shown in the Schedule of Benefits. The Weekly Benefit is based on Your Weekly Earnings.

You will begin to receive benefits when Your claim is approved, providing the Elimination Period has been satisfied, You are under the Regular Care of a Physician, and You are disabled as defined in this certificate. We will send You a Weekly Benefit for any period for which We are liable but not beyond the Maximum Period of Payment shown in the Schedule of Benefits. No benefit is payable during the Elimination Period.

After the Elimination Period, if You are disabled for less than 1 week, We will send You 1/7th of Your Weekly Payment for each day of Your disability.

If You are receiving or are eligible to receive benefits for a disability under a prior disability income plan that was sponsored by Your Employer or You were terminated before the Effective Date of this plan, then no benefits will be payable for the disability under the policy.

### **What Is the Maximum Period of Payment?**

You will receive a benefit for each week You remain disabled up to the Maximum Period of Payment.

Your Maximum Period of Payment is described in the Schedule of Benefits.

### **Recurrent Disability**

If You return to Active Employment and You have a Recurrent Disability, We will treat Your disability as part of Your prior claim and You will not have to complete another benefit Elimination Period if:

- You were continuously insured under the plan for the period between the end of Your prior claim and Your Recurrent Disability; and
- Your Recurrent Disability occurs within 14 days from the end of Your prior claim and Your return to Active Employment.

Your Recurrent Disability will be subject to the same terms of the plan as Your prior claim and will be treated as a continuation of that disability.

Any disability, which occurs after 14 continuous days from the date Your prior claim ended, will be treated as a new claim. The new claim will be subject to all the policy provisions, including the Elimination Period.

If You become covered under any other group short term disability income plan, You will not be eligible for benefits under this disability income plan.

### **How is Your Benefit Determined?**

We will follow this process to calculate Your Weekly Benefit amount:

1. Multiply Your Weekly Earnings by the Weekly Benefits percentage shown in the Schedule of Benefits.
2. The Maximum Weekly Benefit is shown in the Schedule of Benefits.
3. Compare the answer from Item 1 with the Maximum Weekly Benefit. The lesser of these two amounts is Your Gross Benefit.
4. Subtract any Deductible Sources of Income from Your Gross Weekly Benefit.

The amount figured in Item 4 is Your Weekly Benefit. The Weekly Benefit will be recalculated when You receive any new Deductible Sources of Income.

### **How is Your Benefit Determined if You Are Disabled and Working?**

You may continue to work or return to work while You are Disabled and still be eligible to collect Your Weekly Benefit. Your Weekly Benefit may be reduced by Your Disability Earnings from the Policyholder, or another employer for which You become employed after Your disability began. As part of Your Proof of Disability Earnings, We can require that You send Us appropriate financial records that We believe are necessary to substantiate Your income.

If You are disabled and return to work, We will not reduce Your Weekly Benefit for Disability Earnings if Your weekly Disability Earnings are less than 20% of Your Weekly Earnings.

If You are disabled and Your Weekly Disability Earnings are 20% or more of Your Weekly Earnings, We will calculate Your Weekly Benefit as follows:

- 1) Add Your Weekly Disability Earnings and Deductible Sources of Income, if any to Your Gross Weekly Benefit.
- 2) Compare the answer in item 1 to Your Weekly Earnings.

If the answer from item #1 is less than or equal to 100% of Your Weekly Earnings, We will not further reduce Your Weekly Benefit.

**Total Benefit:** The total benefit payable on a Weekly basis (including all benefits provided under this plan), will not exceed 100% of Your Weekly Earnings unless otherwise stated in this certificate under the specific conditions stated.

### **How is the Benefit Calculated if Disability Earnings Fluctuate?**

If Your weekly Disability Earnings routinely fluctuate widely from week to week, We may average Your Disability Earnings over the most recent 3 weeks to determine if Your claim should continue.

If We average Your Disability Earnings, We will not terminate Your claim unless the average of Your Disability Earnings exceeds 80% of Your Weekly Earnings.

We will not pay You for any week during which Disability Earnings exceed the above amounts. The minimum Weekly Benefit will not be paid when Disability Earnings exceed the above amounts. In no event will benefits be paid beyond

the Maximum Period of Payment.

## What Are Deductible Sources of Income And How Do They Affect My Benefits?

**Deductible Sources of Income** are other income benefits You are eligible to receive because of Your disability or retirement. These benefits are taken into consideration when Your Weekly Benefit is calculated and may reduce Your Weekly Benefit.

We will only subtract Deductible Sources of income which are payable as a result of Your disability, with the exception of retirement payments, amounts earned or received from any form of employment and amounts received from any unemployment compensation law.

We will subtract from Your Gross Weekly Benefit the following Deductible Sources of Income:

1. The amount that You, receive as disability income payments for Your disability under:
  - state compulsory benefit act or law;
  - other group insurance plan;
  - governmental retirement system as a result of Your job with Your Employer.
2. The gross amount that You, receive as disability benefits because of Your disability under:
  - the United States Social Security Act;
  - the Canada Pension Plan;
  - the Quebec Pension Plan;
  - the Railroad Retirement Act.
3. The gross amount that You receive as retirement payments, or the amount receive as retirement payments because You are receiving retirement payments under:
  - the United States Social Security Act;
  - the Canada Pension Plan;
  - the Quebec Pension Plan;
  - the Railroad Retirement Act.

This does not include benefits for any month before You reach normal retirement age, as defined under the Social Security Act, unless You choose to receive these benefits.

Benefits paid to Your former Spouse or Your Children living with such Spouse will not be included.

4. The amount that You:
  - receive as disability income benefits under Your Employer's Retirement Plan;
  - voluntarily elect to receive as retirement benefits under Your Employer's Retirement Plan;
  - receive as retirement benefits when You reach the later of age 62 or normal retirement age, as defined in Your Employer's Retirement Plan.

Disability income 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.

Retirement benefits will be those benefits that are paid based on Your Employer's contribution to the Retirement Plan. Disability income benefits which reduce the retirement benefit under the plan will also be considered as a retirement benefit.

Regardless of how the retirement funds from the Retirement Plan are distributed, We will consider Your and Your Employer's contributions to be distributed simultaneously throughout Your lifetime.

Amounts received do not include amounts rolled over or transferred to any eligible Retirement Plan. We will use the definition of eligible Retirement Plan as defined in Section 402 of the Internal Revenue code including any future amendments that affect the definition.

5. The amount of loss of time benefits that You receive or are eligible to receive under any Salary Continuation, Accumulated Sick Leave, sick pay, vacation pay, severance or other similar paid time off plans.
6. The amount You receive or are eligible to receive under any unemployment income act or law due to the

end of employment with Your Employer or payable by insured and uninsured plans or as a result of Your membership or association in any group, union or other organization.

With the exception of retirement payments, or amounts that You receive from a partnership, proprietorship or any similar draws, We will only subtract Deductible Sources of Income which are payable as a result of the same disability.

We will not reduce Your payment by Your Social Security retirement income if Your disability begins after age 65 and You were already receiving Social Security retirement payments.

## **What Are Not Deductible Sources of Income?**

We will not subtract from Your Gross Weekly Benefit the income You receive from:

- 401(k) plans;
- profit sharing plans;
- thrift plans;
- tax sheltered annuities;
- stock ownership plans;
- non-qualified plans of deferred compensation;
- military pension and disability income plans;
- individual retirement accounts (IRA);
- individual disability income plans;
- The Church Pension Fund Clergy Short Term Disability Plan;
- The Episcopal Church Lay Employee's Retirement Plan (Lay DB);
- 457 deferred compensation plans;
- 403(b) Tax sheltered annuity plans;
- retirement benefits from a former employer;
- auto liability insurance policies.

## **What Happens When You Receive A Cost Of Living Increase From Deductible Sources of Income?**

Once We have subtracted any Deductible Sources of Income from Your Gross Weekly Benefit, We will not further reduce Your Weekly Benefit due to a cost of living increase from that source.

## **What If We Determine You May Qualify For Deductible Income Benefits?**

When we determine that you may qualify for benefits in the "Deductible Sources of Income" Section, we will estimate your entitlement to these benefits. We can reduce your weekly benefit by the estimated amounts if such benefits:

- have not been awarded or received; and
- have not been denied; or
- have been denied, and the denial is being appealed, if appeal rights are provided.

Your weekly benefit may NOT be reduced by the estimated amount if you:

- apply for the disability benefits in the "Deductible Sources of Income" Sections, and appeal your denial to all administrative levels we feel are necessary; and
- sign our reimbursement agreement form. This form states that you promise to pay us any overpayment caused by award.

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

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

## **Estimating Offsets**

When We have a reasonable basis upon which to believe that You will qualify for Social Security or other Government Retirement Plan benefits under standards set forth by the Social Security Administration, We will provide You the following options to offset an overpayment of benefits:

### **1. Reduced Weekly Benefits**

You may receive Weekly Benefits reduced by estimated Social Security or other Government Retirement Plan benefits while a claim for benefits is pending. Aflac NY will adjust Our benefits and will refund any underpayment, in a lump sum, upon receiving proof of:

- the amount actually awarded; or
- the claim denial and completion of any appeal the Company requires.

### **2. Unreduced Weekly Benefits**

You may receive unreduced Weekly Benefits while the claim is pending. You must agree to promptly refund any overpayment that results, in a lump sum, upon receiving Social Security or other Government Retirement Plan benefits. You must sign Our reimbursement agreement form. This form states that You promise to pay Us any overpayment caused by an award.

If You do not promptly refund an overpayment:

- We will reduce or eliminate future payments; and
- the Minimum Weekly Benefit will not apply, until the amount is repaid.

We will only offset policy benefits at Your request. You may opt out of Your request to allow Us to estimate these amounts at any time. If You choose to opt out, then We will repay any monies withheld to which You are entitled.

### **What Happens If You Receive a Lump Sum Payment?**

If You receive a lump sum payment from any Deductible Sources of Income, the lump sum will be pro-rated on a weekly basis over the time period for which the sum was given. If no time period is stated, We will use a reasonable one. If any part of the lump sum payment dates back to a prior date it may be allocated on a retroactive basis. We will prorate the lump sum payment over Your remaining benefit period.

### **What is the Minimum Weekly Benefit?**

If Your Weekly Benefit is reduced to zero due to subtracting Deductible Sources of Income, You will receive a Minimum Weekly Benefit. Your Minimum Weekly Benefit is listed on the Schedule of Benefits.

We may apply Your Minimum Weekly Benefit toward any outstanding overpayment.

The Minimum Weekly Benefit will not be paid in any week when Disability Earnings exceed 80% of Your Weekly Earnings. This includes when We average Your Disability Earnings as described above.

### **WHEN WILL DISABILITY INCOME BENEFITS STOP OR NOT BE PAID?**

#### **When Will Disability Income Benefits Stop?**

Your claim will end and benefits will stop on the earliest of the following:

- the end of the Maximum Period of Payment;
- the date You are no longer disabled under the terms of the plan;
- the date when You are functionally able to work in Your Regular Occupation on a Part-Time Basis, increase Your hours, or increase the number or type of duties You perform in Your Regular Occupation, but You choose not to;
- if you are working and your weekly disability earnings exceed 80% of your covered weekly earnings;
- the date You fail to submit Proof of continuing disability;
- the date You are incarcerated;
- Your date of death; or
- the date Your any Employer the Policyholder offers You another or modified job position, which Physicians agree You are able to functionally perform, at a pay rate that exceeds 80% of Your Weekly Earnings.

#### **When Will Disability Income Benefits Not Be Paid?**

Disability Income Benefits will not be paid for any period of disability during which You:

- are not following a plan of Regular Care for Your disability, or complications of Your disability. This includes effective treatment for alcoholism or drug abuse, if alcoholism or drug abuse is the cause (or part of the cause of Your disability);
- are not receiving Regular Care;
- refuse to be examined by an independent Physician or a licensed certified health care practitioner as requested by Us when provided at Our expense;
- refuse a Reasonable Accommodation or modification to Your worksite or a job process designed to suit identified medical limitations;
- refuse adaptive equipment or devices that would allow You to perform Your Regular Occupation;
- refuse a transitional work arrangement or other modified work arrangement without Good Cause;
- fail to cooperate with Us in the administration of the claim. Such cooperation includes, but is not limited to providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due; or
- refuse to interview with Our representative about Your disability.

If You become covered under any other group short term disability income plan, You will not be eligible for benefits under this disability income plan.



## EXCLUSIONS AND LIMITATIONS

### **Disabilities Not Covered under the Policy**

The policy does not cover any disabilities caused by, contributed to by, or resulting from Your:

- intentionally self-inflicted harm;
- suicide, or attempted suicide;
- war or act of war, declared or undeclared
- active participation in a riot or act of insurrection;
- participation in a felony;
- for which benefits are provided under any state or federal Worker's Compensation, employer's liability, or occupational disease law.

## CLAIM INFORMATION

### **Notice of Claim**

We encourage You to notify Us of Your claim as soon as possible. This will help Us make a claim decision in a timely manner. Written notice of a claim should be given to Us within 15 days after the date Your disability begins. Failure to give notice within this timeframe shall not invalidate or reduce any Payable Claim if it can be shown that it was not reasonably possible to give such notice within that time and the notice was given as soon as reasonably possible.

### **Claim Forms**

The claim form is available from the Policyholder Your Employer, or You can request a claim form from Us.

Within 15 days after We receive Your notice of a claim, We will send claim forms. The claim form is also available from the Policyholder Your Employer. If We do not send You the claim forms within 15 days after receiving notice of Your claim, You shall be deemed to have complied with the requirements of Proof of claim when You submit Written Proof that covers the occurrence, character and extent of the loss for which a claim is made.

### **Filing a Claim**

You and Your Employer must fill out Your own sections of the claim form and then give it to Your attending Physician. Your Physician should fill out his or her section of the form and send it directly to Us.

Our customer service department will assist You to file Your claim. Call the toll-free number in this certificate.

### **Proof of Your Claim**

You must send Us Written Proof of Your disability claim no later than 90 days after Your Elimination Period ends. Your proof of claim, provided at Your expense, must show:

- that You are under the Regular Care of a Physician;
- the date Your disability began as determined by Your Physician;
- the cause of Your disability;
- the appropriate documentation of Your earnings;
- the extent of Your disability, including restrictions and limitations preventing You from performing Your Regular Occupation;
- the name and address of any Hospital, Health Facility or Institution where You received treatment, including all attending Physicians; and
- documentation of prior disability income coverage, if applicable.

For all other claims You must send Us Written Proof no later than 120 days after the date of the loss.

Failure to give such proof within this timeframe shall not invalidate or reduce any Payable Claim if it can be shown that it was not reasonably possible to give such proof within that time, and the proof was given as soon as reasonably possible.

You will be required to give Us Written authorization to obtain additional medical information and to provide non-medical information such as vocational, occupational, financial and governmental as part of Your Proof of claim. We will deny Your claim, if the appropriate information is not submitted within 90 days of the request.

### **Continuing Proof of Claim**

We may require You to provide continuing Proof of Your claim as often as it is reasonable to do so during the pendency of Your claim. You will have 60 days from the date of Our request to provide Us with continuing Proof of Your claim. Failure to provide continuing Proof of Your claim shall not result in a reduction of Your benefits; however Your benefit payments may be delayed until the requested continuing Proof is provided. We may request that You provide Us with Proof of continuing disability indicating that You are under the Regular Care of a Physician. This Proof shall be in writing and satisfactory to Us.

You or Your Employer must notify Us immediately when You return to work in any capacity.

### **To Whom Payments are Made**

We will pay Your benefits to You or to some beneficiary or beneficiaries designated by You, other than the Policyholder. If any amount for which We are liable remains unpaid when You die, We will pay that amount, in accordance with New York Insurance Law § 4235(e), to Your Eligible Survivor or, if none, to Your estate. If, however, it is necessary for the establishment of a guardianship or conservatorship, or appointment of a trustee, executor or administrator, We may

withhold further benefits until sufficient evidence is provided to Us that any such establishment or appointment has been finalized. We will pay benefits within 30 days of receiving sufficient evidence of the establishment or appointment.

### **Time Payment of Claims**

Indemnities payable under the Policy for any loss other than loss for which the Policy provides periodic payments will be paid as they accrue within 60 days of receipt of due written proof of such loss. Subject to due Written Proof of Loss, all accrued indemnity for loss for which the Policy provides periodic payment will be paid Weekly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due Written Proof.

### **Authority**

The Policyholder has delegated to the insurance company or its designee certain rights. These include the right to make determinations regarding the eligibility for participation or benefits and to interpret the terms of the policy and certificate. This delegation is made for the purpose of claims and enrollment administration only. The insurance company is not the Plan Administrator, as defined by ERISA.

### **Physical Examination**

We may require You to be examined by one or more Physicians, other medical practitioners, or vocational experts of Our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so during the pendency of a claim. We may also require You to be interviewed by Our authorized representative. Your failure to comply with this request may result in denial or termination of benefits.

### **Unpaid Premium Due**

Proceeds payable for a claim will be reduced by the amount of any unpaid premium due and outstanding at the time We make payment.

### **Refund of Unearned Premium**

Any unearned premium will be refunded to the Policyholder or the Insured Person as applicable.

### **Claims of Creditors**

Disability income benefit payments are exempt from legal or equitable process for Your debts, where permitted.

### **Right to Reimbursement**

We have the right to recover any overpayments due to:

- fraud;
- any administrative error We make in processing a claim; or
- Your receipt of Deductible Sources of Income.

You must reimburse Us in full. We will work with You to determine an appropriate method by which the repayment is to be made. We will not recover more money than the amount we paid you.

### **What Are the Time Limits for Legal Proceedings?**

You can start legal action regarding Your claim 60 days after Proof of claim has been given to Us, and before the applicable statute of limitations has expired but not after 3 years from the date of Proof of claim is required unless otherwise provided under federal law.

### **Procedures For Claim Review For Non-ERISA Plans**

If the policy provides benefits under a plan which is not subject to the Member Retirement Income Security Act of 1974 (ERISA), the following provisions apply.

### **Claims Procedures**

We 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 We determine that such an extension is necessary due to matters beyond the control of the Plan and We notify You of the circumstances requiring the extension of time and the date by which We expect 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 decision will be made with the information we have in the file.

### **Adverse Benefit Determination**

An adverse benefit determination means a denial, a reduction, a termination or rescission of coverage, or a failure to provide or make payment for a benefit. If Your claim is denied, this is considered an adverse benefit determination. If there is an adverse benefit determination, We will send a notice. Notice may be provided in Written or electronic form. Electronic notices will be provided only when You give Your consent to receive the notice.

### **Right to Appeal if There is an Adverse Benefit Determination**

You or someone You name to act for You (authorized representative) may file an appeal. If someone files an appeal on Your behalf, You must let Us know that You have appointed this person as Your authorized representative. Your appeal must be In Writing and sent to Us. When You send Your appeal, You may include written comments, documents, records or other information related to Your claim. You may appeal the entire decision or part of the decision. Your appeal must be sent within 180 days of receiving the notice of the denial.

You are entitled to receive, upon request, free of charge any copies of documents, records, or other information relevant to the claim determination.

The appeal will be reviewed, and a determination notice will be sent within 45 days of receiving the appeal. Sometimes, it will take longer to review the appeal because additional information is needed to make a decision. If this happens, within 45-days, We will let You know that an extension is necessary and the reason for the extension.

The appeal will be reviewed by someone who did not make the initial decision. This reviewer will look at all the information submitted and may consult with a qualified medical professional. The appeal reviewer will not give consideration to the initial decision. The appeal reviewer will review the evidence and the rationale that was included when the benefit was first denied.