# SHORT TERM DISABILITY

# **SECTION 1 - SCHEDULE OF BENEFITS**

ELIGIBLE CLASS	All Eligible Full-Time Employees
CLASS NUMBER	001
OPTION NUMBER	01
REQUIREMENT FOR FULL-TIME EMPLOYEES	30.00 hours or more per week. See Section 3.
BASIC WEEKLY EARNINGS DESCRIPTION	For Sub-Chapter S-Corporation Shareholders: See Section 2. For Principals of a Partnership: See Section 2. For Sole Proprietors: See Section 2.
	For all other Employees: BWE Without Plan Contributions and No Commissions or Bonuses. See Section 2.
CHANGES IN INSURANCE	Policyholder's Anniversary Date. See Section 4.
CONTINUATION OF PERSONAL INSURANCE UNDER THE FAMILY AND MEDICAL LEAVE ACT (FMLA)	This benefit is included for this class. See Section 5B.
CONTINUATION OF PERSONAL INSURANCE DURING A LEAVE OF ABSENCE AND TEMPORARY LAYOFF	This benefit is included for this class. See Section 5C.
CONTINUATION OF PERSONAL INSURANCE DURING A LEAVE OF ABSENCE FOR ACTIVE MILITARY SERVICE	This benefit is included for this class. See Section 5D.
CONTINUITY OF COVERAGE	This benefit is included for this class. See Section 13.
COVERED WEEKLY EARNINGS	The amount of the Person's income in U.S. dollars, received from the Policyholder that is insured by this policy. This amount will be the LESSER of:  1) the Basic Weekly Earnings; or  2) the Maximum Weekly Benefit divided by the benefit percentage shown on the Schedule of Benefits.

## **SECTION 1 - SCHEDULE OF BENEFITS (continued)**

Class 001-Option 01

**ELIMINATION PERIOD** 

14 days. See Section 2. INJURY

14 days. See Section 2. SICKNESS

\$750. See Section 2. **GUARANTEED ISSUE AMOUNT** 

INDIVIDUAL EFFECTIVE DATE

**INITIAL EMPLOYEES** Policyholder's Effective Date if the Employee has satisfied his

Waiting Period on or before said date, otherwise the first day of the Coverage Month following the Initial Enrollment Period. See

First day of the Coverage Month following the Initial Enrollment **NEW EMPLOYEES** 

Period. See Section 3.

This provision is included for this class. Application must be made INDIVIDUAL REINSTATEMENT

within 30 days from termination date. Effective first day of the

Coverage Month. See Section 5A.

INDIVIDUAL TERMINATIONS Immediate. See Section 5.

INITIAL ENROLLMENT PERIOD

**INITIAL EMPLOYEES** Between 09/06/2017 and 11/30/2017.

**NEW EMPLOYEES** 31 days following the Employee's Eligibility Date. See Section 3.

13 Weeks. See Section 2. MAXIMUM BENEFIT DURATION

MAXIMUM WEEKLY BENEFIT \$750. See Section 2.

MINIMUM WEEKLY BENEFIT \$25. See Section 8.

OCCUPATIONAL INJURY OR SICKNESS Non-Occupational. See Section 2.

ORGAN DONOR TRANSPLANT BENEFIT This benefit is included for this class. See Section 8.

Applies to this class. See Section 2. OTHER INCOME BENEFITS

PARTIAL DISABILITY This benefit is included for this class. See Section 8.

A period that begins on the first day of the month and ends on the POLICY MONTH

last day of the month. Each succeeding Policy Month runs for a

similar period thereafter.

This benefit is included for this class. See Section 14. PORTABILITY PRIVILEGE

PRE-EXISTING CONDITION

**DURATION** 12/12. See Section 9.

RECURRENT DISABILITY 30 days. See Section 8.

RESIDUAL BENEFIT This benefit is included for this class. See Section 8.

> **SECTION 1 - SCHEDULE OF BENEFITS** PAGE 6

# **SECTION 1 - SCHEDULE OF BENEFITS (continued)**

Class 001-Option 01

Period of time chosen by the Policyholder and approved by AUL. SCHEDULED ENROLLMENT PERIOD See Section 3. Direct Full Family. See Section 8. SOCIAL SECURITY INTEGRATION Regular Job. TOTAL DISABILITY DEFINITION See Section 2. This benefit is included for this class. See Section 16A. VOCATIONAL REHABILITATION PROGRAM (VOLUNTARY) 30 days. See Section 2. WAITING PERIOD WAIVER OF PREMIUM This benefit is included for this class. See Section 6. WEEKLY BENEFIT The Maximum Weekly Benefit of \$750, as elected in increments of \$50, not to exceed 70% of the Person's Basic Weekly Earnings. The Weekly Benefit will be reduced by Other Income Benefits. See Section 8.

This benefit is included for this class. See Section 17.

WORKPLACE MODIFICATION BENEFIT

#### **SECTION 2 - DEFINITIONS**

ACTIVE WORK and ACTIVELY AT WORK means the use of time and energy in the services of the Policyholder at the regular place of employment, or an alternative worksite as approved by the Policyholder and AUL, by a Person who is physically and mentally capable of performing each of the Material and Substantial duties of his Regular Job and who is a Full-Time Employee. If the alternative worksite is located outside of the United States or Canada, the Person will be considered to be Actively at Work unless the Person is outside of the United States or Canada for more than 6 months in any 12 month period. Active Work does not include periods of time when an Employee is not Actively at Work following an Injury, accidental bodily injury, Sickness, strike, lock-out, or Temporary Layoff.

This includes time off for vacation, jury duty, paid holidays, and funeral leave, where the Person could have been Actively at Work on that day.

ANY OCCUPATION means a Person's occupation for which he receives remuneration.

#### **SECTION 7A - CLAIM PROCEDURES**

INITIAL NOTICE OF DISABILITY: Written notice of Disability must be given to AUL during the Elimination Period. If written notice cannot be made during the Elimination Period without the fault of the claimant, AUL must be notified as soon as it is reasonably possible to do so. Written notice should contain sufficient information to identify the Person. Notices are not considered given until received by AUL at its Home Office in Indianapolis, Indiana, by one of its Claims offices, or by its third party administrator.

CLAIM FORMS FOR PROOF OF LOSS: Upon receipt of the Initial Notice of Disability, AUL will furnish the Policyholder with any necessary claim forms to be given to the Person. These forms must be properly, accurately and truthfully completed and returned to AUL or its third party administrator. If, for any reason, the Person does not receive a claim form within 15 days of request, the Person should submit written proof of Disability. The initial claim form or proof of Disability must show:

- 1) the claimant's name;
- 2) the Employer's name and address;
- 3) the policy number;
- 4) the date Disability started;
- 5) the cause of Disability;
- 6) the nature and extent of the Disability;
- 7) that the claimant is under the appropriate care of a doctor;
- 8) the appropriate documentation of the claimant's earnings and activities; and
- 9) the name and address of any hospital, health provider, health facility or institution where the claimant has received treatment, including the names of all attending and treating doctors.

The initial claim form or proof of Disability must be signed by a Physician and sent to AUL within 90 calendar days of the end of the Elimination Period. If it is not possible to give proof within these limits, it must be given as soon as reasonably possible. Proof of claim may not be given later than one year after the time proof is otherwise required, except in the absence of legal capacity.

AUL will also periodically send the Person additional claim forms or requests for information necessary to determine eligibility for benefits under this policy. These subsequent completed claim forms and requests for information must be returned to AUL within 30 days after the Person receives them. If requested forms and/or information are not received from the Person, AUL reserves the right to deny continued benefits for failure to provide proof of continuous disability as required by this policy.

PHYSICAL EXAMINATION: AUL, at its own expense, has the right to have a Person examined, hospitalized and/or tested to determine the existence of any Disability that is the basis for a claim. This right may be exercised as often as is reasonably necessary, as determined by AUL, and must be performed by a Physician of AUL's choice. If the Person fails to comply with AUL's requests for Physical Examination, AUL reserves the right to deny benefits.

#### **SECTION 7A - CLAIM PROCEDURES**

LEGAL ACTION: No legal action may be brought to obtain benefits or a refund of premium paid under this policy:

- 1) for at least 60 days after proof of loss or entitlement to a premium refund has been furnished;
- 2) before any denial or reduction of benefits by AUL has been appealed properly in writing; or
- 3) beyond the expiration of the applicable statute of limitations from the time proof of loss or entitlement to a premium refund is required to be given. If no statute of limitations is given, then after 3 years following the expiration of the time within which proof of loss or entitlement to a premium refund is required by the Policyholder.

TIME OF PAYMENT OF CLAIMS: When AUL receives a claim form or proof of Disability, benefits payable under this policy will be paid weekly during any period for which AUL is liable.

PAYMENT OF CLAIMS: All benefits, other than any survivor benefits, are payable to a Person. If a Person dies before a benefit to which he was entitled is paid, AUL has the right to pay up to \$10,000 to any of the Person's relatives to whom AUL considers entitled to such benefits. If AUL pays benefits in good faith to a person who it considers entitled to such benefits, then AUL will have no obligation to pay such benefits again. The Weekly Benefit will be calculated and paid in United States dollars, and when necessary, it will be based on the exchange rate effective on the first day of the Elimination Period.

#### **SECTION 7A - CLAIM PROCEDURES**

RIGHT TO APPEAL: When this policy is governed by ERISA, if a Person wishes to appeal the decision made by AUL or its third party administrator, claimants are allowed 180 days following receipt of a notification of an adverse benefit determination within which to appeal the determination. Claimants are allowed the opportunity to submit written comments, documents, records and other information relating to the claim for benefits. The claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claimant's claim for benefits. Whether a document, record or other information is relevant to a claim for benefits shall be determined by reference to paragraph (m)(8) of 29 C.F.R. § 2560.503-1. AUL's review will take into account all written comments, documents, records and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. A claimant has a right to obtain the information about any voluntary appeal procedures offered by the plan described in paragraph (c)(3)(iv) of 29 C.F.R. § 2560.503-1 and has a right to bring an action under section 502(a) of ERISA. A final determination will be provided pursuant to 29 C.F.R. § 2560.503-1.

RIGHT OF RECOVERY: If benefits have been received for which the Person was not entitled to receive under this policy, then full reimbursement to AUL is required. Such reimbursement is required whether the overpayment is due to intentional or innocent misrepresentations by the Person, intentional or innocent misrepresentations by an entity supplying AUL with information, a claims processing error or miscalculation by AUL or for any other reason. If reimbursement is not made, then AUL has the right, as allowed under law to:

- 1) reduce future benefits or any amounts payable under all other AUL insurance contracts insuring the Person until full reimbursement is made, and
- 2) recover such overpayments from the Person or his estate.

If AUL chooses not to use benefit payments towards the reimbursement, this will not constitute a waiver of AUL's rights to reimbursement. This provision will be in addition to, and not in lieu of, any other compensation available to AUL by law.

SUBROGATION RIGHTS: AUL has the right to be subrogated to any rights a Person may have against a Third Party. AUL may, at its option, bring legal action to recover benefits it paid in connection with a Person's Disability. AUL may do this if a Person:

- 1) suffers a Disability and, because of any act or omission of a Third Party, becomes entitled to and is paid benefits under this policy; and
- does not initiate legal action for the recovery of such benefits from the Third Party within a reasonable period of time.

#### **SECTION 8 - INSURING PROVISIONS**

WEEKLY BENEFIT PAYMENTS: AUL will pay Disability benefits, according to this policy, if a Person becomes Disabled while insured by this policy. AUL must receive proof that a Person is Disabled due to Sickness or Injury and requires the Regular Attendance of a legally qualified Physician. AUL will pay the Person a Weekly Benefit after the Person satisfies the Elimination Period. The Elimination Period may be satisfied by Total Disability, Partial Disability, or a combination of both.

The Weekly Benefit will be paid as long as Disability continues; provided that proof of continued Disability is submitted to AUL upon request and the Person is under the Regular Attendance and care of a Physician. The proof must be submitted at the Person's expense. Weekly Benefits will not be paid during any period that a Person is incarcerated in a penal or correctional institution.

The Weekly Benefit will not exceed the Maximum Weekly Benefit, nor will it be payable for longer than the Maximum Benefit Duration. The Maximum Weekly Benefit and the Maximum Benefit Duration are stated in the Schedule of Benefits.

PRORATING OF THE WEEKLY BENEFIT: The eligible Weekly Benefit will be paid on a weekly basis. For any period of Disability less than one week, the Weekly Benefit payment will be paid on a pro-rata basis at the rate of 1/7 per day.

REDUCTIONS TO THE WEEKLY BENEFIT: Other Income Benefits will reduce the Weekly Benefit as defined in this certificate. The Social Security Integration Method used is stated in the Schedule of Benefits.

## **SECTION 9 - EXCLUSIONS**

## PRE-EXISTING CONDITION EXCLUSION:

Benefits will not be paid if the Person's Disability begins in the first 12 months following the Person's Individual Effective Date of Insurance; and the Person's Disability is caused by, contributed to by, or the result of a condition, whether or not that condition is diagnosed at all or is misdiagnosed, for which the Person received medical treatment, consultation, care or services, including diagnostic measures, or was prescribed drugs or medicines in the 12 months just prior to the Person's Individual Effective Date of Insurance.

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SECTION 9 - EXCLUSIONS PAGE 56 G 3802.28 2014 (12/12) (No Prudent) (No Pre-Ex Limited Ben)