



American United Life Insurance Company®  
Indianapolis, Indiana 46206-0368

Certifies that it has issued and delivered a Group Policy numbered AULtimate STD1E to:

Fifth Third Bank, Indiana, Trustee For The  
American United Life Group Insurance Trust For The  
Business And Professional Service Industry  
(Hereinafter called the Group Policyholder)

*City of Sanford*  
shall participate in the coverage as a Participating Unit.

Participating Unit Number: G 00620331-0000-000  
Class: 001

Group Policy Number: AULtimate STD1E  
Change Effective Date: **DOES NOT APPLY**

This certificate replaces any and all certificates previously issued to the insured Person under the policy indicated above.

American United Life Insurance Company® (AUL) certifies that the Person whose enrollment form is on file with the Participating Unit or AUL as being eligible for insurance and for whom the required premium has been paid is insured under the above numbered policy for group insurance benefits as designated in the Schedule Of Benefits. Benefits as described in this certificate are subject to change.

This certificate describes the coverage provided in the policy. The policy determines all rights and benefits in this certificate and may be amended, cancelled, or discontinued at any time by agreement between AUL, the Group Policyholder, and the Participating Units.

The policy may be examined at the main office of AUL during regular office hours.

Richard M. Ellery  
Secretary and General Counsel

J. Scott Davison  
Chairman, President and Chief Executive Officer

**READ YOUR CERTIFICATE CAREFULLY**

NOTICE: THIS CERTIFICATE OF INSURANCE PROVIDES ALL OF THE BENEFITS MANDATED BY THE NORTH CAROLINA INSURANCE CODE, BUT IT IS ISSUED UNDER A GROUP MASTER POLICY LOCATED IN ANOTHER STATE AND MAY BE GOVERNED BY THAT STATE'S LAWS. PRE-EXISTING CONDITIONS MAY NOT BE COVERED. THE POLICY MAY BE AMENDED, CANCELLED, OR DISCONTINUED AT ANY TIME BY AGREEMENT BETWEEN AUL AND THE GROUP POLICYHOLDER.

IMPORTANT CANCELLATION INFORMATION: PLEASE READ THE PROVISIONS ENTITLED "TERMINATIONS" FOUND IN SECTION 5.

THE POLICY IS NOT A MEDICARE SUPPLEMENT POLICY. If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare, which is available from the company.

**CERTIFICATE OF INSURANCE  
GROUP SHORT TERM DISABILITY INCOME INSURANCE**

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## SECTION 1 - SCHEDULE OF BENEFITS

ELIGIBLE CLASS	All Eligible Full-Time Employees, Excluding Elected Officials
CLASS NUMBER	001
Required number of hours worked for full-time employees	40.00 hours or more per week

### STANDARD BENEFITS

BASIC WEEKLY EARNINGS Description	Basic Weekly Earnings (BWE). See Section 2.
CONTINUATION OF PERSONAL INSURANCE UNDER FMLA	Included. See Section 5B.
CONTINUATION OF PERSONAL INSURANCE DURING A LEAVE OF ABSENCE	Included. See Section 5C.
CONTINUATION OF PERSONAL INSURANCE DURING A TEMPORARY LAYOFF	Included. See Section 5C.
CONTINUATION OF PERSONAL INSURANCE DURING A LEAVE OF ABSENCE FOR ACTIVE MILITARY SERVICE	Included. See Section 5D.
CONTINUITY OF COVERAGE	This benefit is included in this Certificate. See Section 10.
ELIMINATION PERIOD Injury Sickness	The longer of the period of salary continuance and/or sick leave, or 7 day(s) 7 day(s)
EMPLOYEE CONTRIBUTIONS	Contributions Are Not Required.
GROSS WEEKLY BENEFIT Percentage Option	60% of a Person's Covered Weekly Earnings, not to exceed a Maximum Weekly Benefit of \$700.
GUARANTEED ISSUE AMOUNT	\$700 per week. This amount is also the Maximum Weekly Benefit. See Section 2.

**SECTION 1 - SCHEDULE OF BENEFITS**

**CLASS 001 (Continued)**

INDIVIDUAL EFFECTIVE DATE	
Initial Employees	Immediate. See Section 3.
New Employees	Immediate. See Section 3.
INDIVIDUAL REINSTATEMENT	Immediately following 30 days. See Section 5A.
INDIVIDUAL TERMINATIONS	Immediate. See Section 5.
INTEGRATION	Included. See Other Income Benefits, Section 2.
Integration Description	Non-Occupational.
MAXIMUM BENEFIT DURATION	26 weeks
MINIMUM WEEKLY BENEFIT	\$25
PARTIAL DISABILITY	This benefit is included for this class in this Certificate. See Section 2.
PRE-EXISTING CONDITION	
Duration	Does not apply.
RESIDUAL BENEFIT	This benefit is included for this class in this Certificate. See Section 8.
SOCIAL SECURITY INTEGRATION	Family Social Security Benefits/Non-Occupational. See Section 2.
WAITING PERIOD	
Initial Employees	30 days
New Employees	30 days
WAIVER OF PREMIUM	This benefit is not included for this class in this Certificate.
WEEKLY BENEFIT	The Gross Weekly Benefit, reduced by Other Income Benefits, if any. See Section 2.

## SECTION 2 - DEFINITIONS

ACTIVE WORK and ACTIVELY AT WORK means the use of time and energy in the services of the Participating Unit at the regular place of employment, or an alternative worksite as approved by the Participating Unit and AUL, by a Person who is physically and mentally capable of performing each of the Material and Substantial duties of his Regular Occupation on a regular full-time basis. 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.

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

BASIC WEEKLY EARNINGS means the Person's gross weekly income in U.S. dollars before taxes, received from the Participating Unit not to exceed a maximum workweek of forty (40) hours. Gross weekly income includes pre-tax contributions to an employer-sponsored defined contribution plan and a cafeteria plan, if any. These earnings are based on the amount as last reported to AUL in writing by the Participating Unit, for which premiums were paid and the coverage amount was approved by AUL in writing, before the date of Disability. Earnings do not include income received from commissions, bonuses, or expense accounts.

If the Person is paid his annual gross income in less than 52 weeks, the Basic Weekly Earnings shall equal 1/52 of the annual gross income.

CHILD(REN) means a minor related by blood, marriage or court order that can be claimed as a dependent for federal income tax purposes, such as:

- 1) natural born child(ren) of the Person;
- 2) legally adopted foster child(ren) of the Person from the date of placement;
- 3) stepchild(ren) who live with the Person; or
- 4) child(ren) for whom the Person has legal guardianship.

COSMETIC SURGERY means surgery that is performed to change the texture, shape or structure of any part of the human body for the purpose of creating a different visual appearance.

CONTRIBUTORY INSURANCE means insurance for which the Person pays part or all of the premium.

## SECTION 2 - DEFINITIONS

COVERAGE MONTH means that period of time beginning on the date shown in each Participating Unit's amendment, and ending on the day before that date of the next month.

COVERED WEEKLY EARNINGS means the amount of the Person's income, in US dollars, received from the Participating Unit that is insured by the 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.

CURRENT WEEKLY INCOME means the income a Person receives while Disabled, plus the income the Person could receive if he were working to his Maximum Capacity.

If a Person is employed in a second job, at the same time he is Actively At Work full-time for the Participating Unit, and becomes Disabled under the policy, the following will apply during the Elimination Period and while receiving Disability benefits under the policy:

- 1) Any income received from the second job will be considered Current Weekly Income only to the extent that it exceeds the average weekly income received from that job during the six-month period immediately prior to becoming Disabled.
- 2) If the Person has worked for the second employer less than six months, the income will be averaged for the total number of months he was employed.

If a Person receives Current Weekly Income in a Lump Sum, the Lump Sum Payment provision will apply.

## SECTION 2 - DEFINITIONS

DATE OF HIRE means the first day the Employee is Actively At Work in an eligible class for the Participating Unit as shown on the Subscription Agreement.

DISABILITY and DISABLED mean Total Disability and Totally Disabled and Partial Disability and Partially Disabled.

Any Disability will be considered the result of Sickness unless the Disability occurs as a result of an Injury and treatment begins within 30 days of the Injury.

DOMESTIC PARTNER means an adult of the same or opposite sex who has an emotional physical and financial relationship with the Person, similar to that of a Spouse, as evidenced by the following facts, based on documents furnished by the Person:

- 1) the Person and the Domestic Partner share financial responsibility for a joint household and intend to continue an exclusive relationship indefinitely;
- 2) the Person and the Domestic Partner each are at least eighteen (18) years of age;
- 3) the Person and the Domestic Partner are both mentally competent to enter into a binding contract;
- 4) the Person and the Domestic Partner share a residence and have done so for at least 12 months;
- 5) neither the Person nor the Domestic Partner are married to or legally separated from any one else;
- 6) the Person and the Domestic Partner are not related to one another by blood closer than would bar marriage; and
- 7) neither the Person nor the Domestic Partner is a domestic partner of anyone else.

DUE DATE means the first day of the Coverage Month for which the premium is payable.

ELIGIBILITY DATE means the date that an Employee, in an eligible class as shown on the Schedule of Benefits, has satisfied his Waiting Period and first becomes eligible for insurance under the policy.

ELIMINATION PERIOD means a period of consecutive days of Disability for which no benefit is payable. The Elimination Period begins on the first day of Disability.

EMPLOYEE means any individual who is a full-time employee (or proprietor, partner, or corporate officer) of the Participating Unit:

- 1) whose employment with the Participating Unit constitutes his principal occupation;
- 2) who works at that occupation a minimum number of hours shown on the Schedule Of Benefits;
- 3) who is working at the Participating Unit's regular place of business which may include an alternative worksite if approved by the Participating Unit and AUL;
- 4) who is not a part-time, temporary, or seasonal employee;
- 5) who is authorized to work in the United States under applicable state and federal laws; and
- 6) if approved by AUL:
  - a) who legally works and resides in Canada;
  - b) who legally works in the United States and resides in Canada; or
  - c) who legally works in Canada and resides in the United States.

## SECTION 2 - DEFINITIONS

**EVIDENCE OF INSURABILITY** means a statement or proof of an Employee's medical history upon which acceptance for insurance will be determined by AUL.

**FAMILY SOCIAL SECURITY BENEFITS** means benefits which the Person and/or his spouse, or Child(ren) are entitled to receive as a result of the Person's eligibility for disability insurance benefits or old age insurance benefits through the Federal Social Security Administration.

**GROSS WEEKLY BENEFIT** means the Person's Weekly Benefit, before any reductions for Other Income Benefits.

**GUARANTEED ISSUE AMOUNT** means the amount of coverage that does not require Evidence Of Insurability. This amount is shown on the Schedule Of Benefits.

**INDIVIDUAL REINSTATEMENT** means that Personal Insurance that has been terminated due to cessation of Active Work may be reinstated in accordance with Section 5A of the policy.

**INJURY** means bodily injury resulting directly from an accident and that occurs independently of all other causes while the Person is insured under the policy. This includes all other conditions related to the same Injury sustained by a Person while insured under the policy.

**MALE PRONOUN** whenever used includes the female.

**MATERIAL AND SUBSTANTIAL DUTIES** means duties that:

- 1) are normally required for the performance of a Person's Regular Occupation; and
- 2) cannot be reasonably omitted or modified, except that if the Person is required to work on average in excess of 40 hours per week, AUL will consider the Person able to perform that requirement if he has the capacity to work 40 hours per week.

**MAXIMUM BENEFIT DURATION** means the maximum period of time that benefits will be payable for Disability. This period of time is stated on the Schedule Of Benefits.

**MAXIMUM CAPACITY** means, based on the Person's restrictions and limitations, the greatest extent of work the Person is able to do in his Regular Occupation.

**MAXIMUM WEEKLY BENEFIT** means the maximum amount of benefit payable to a Person on a weekly basis as stated on the Schedule Of Benefits.

**MENTAL ILLNESS** 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 abuse 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.

**NON-CONTRIBUTORY INSURANCE** means insurance for which the Person pays none of the premium.



## SECTION 2 - DEFINITIONS

OTHER INCOME BENEFITS means those benefits set out below which the Person, his spouse, or Child(ren) are entitled to receive. It includes any benefit for which they are eligible, or that is paid to them or a Third Party on their behalf, including:

- 1) disability income benefits, including any damages or settlements made in place of such benefits (whether or not liability is admitted) under:
  - a) a Third Party (after subtracting attorney's fees) by judgment, settlement or otherwise not to exceed 50% of the net settlement;
  - b) state compulsory benefit law, including any state disability income benefit law or similar law;
  - c) disability benefits from the Veteran's Administration, or any other foreign or domestic governmental agency, that begin after a Person becomes Disabled. This includes the amount of any increase in a benefit that a Person was receiving prior to becoming Disabled if the increase is attributed to the same disability for which the Person is currently receiving a Weekly Benefit under the policy;
  - d) any other similar act or law; and
- 2) any disability income benefit for which the Person is eligible under any other employee welfare benefit plan, or arrangement of coverage, whether insured or not, as a result of the Person's employment with the Participating Unit. However, when the Person's Basic Weekly Earnings exceed his Covered Weekly Earnings, the Weekly Benefit will not be reduced by such income unless when combined with the Other Income Benefits the total exceeds 80% of Basic Weekly Earnings. If it does, the Weekly Benefit will be reduced by the amount that is in excess of 80% of the Basic Weekly Earnings; and
- 3) any disability income or retirement benefit that has been received or is eligible to be received from:
  - a) the Social Security Administration or any similar law, plan or act, including the initial enactment and all amendments;
  - b) the Canada Pension Plan;
  - c) the Quebec Pension Plan;
  - d) the Railroad Retirement Act; or
  - e) any other state, provincial or local government act or law or any other similar act or law provided in any jurisdiction; and
- 4) any Current Weekly Income.

## SECTION 2 - DEFINITIONS

The following items are NOT considered Other Income Benefits and will not be deducted from the Gross Weekly Benefit payable to the Person:

- 1) profit sharing plans;
- 2) thrift or savings plans;
- 3) Individual Retirement Accounts (IRA) or Roth IRAs, funded wholly by the Person's contribution;
- 4) tax sheltered annuities (TSA);
- 5) stock ownership plans (ESOP);
- 6) nonqualified deferred compensation plans;
- 7) Keogh, 401(k) or 403(b) plans;
- 8) Veteran Administration Benefits except those benefits that are a result of the same Disability for which a Weekly Benefit is payable under the policy;
- 9) credit disability insurance;
- 10) pension plans for partners;
- 11) individual disability policy paid for by the Person that is not sponsored by the Participating Unit;
- 12) a retirement plan from another employer; and
- 13) no-fault automobile insurance plans.

## SECTION 2 - DEFINITIONS

PARTIAL DISABILITY and PARTIALLY DISABLED means that because of Injury or Sickness:

- 1) the Person cannot perform the Material and Substantial duties of his Regular Occupation on a full-time basis, but:
  - a) is performing at least one of the Material and Substantial duties of his Regular Occupation, or another occupation, on a part or full-time basis;
  - b) his Current Weekly Income is less than 80% of his Pre-Disability Earnings due to the same Injury or Sickness that caused his Disability; and
  - c) he is under the Regular Attendance of a Physician for that Injury or Sickness.

If the Person's Regular Occupation requires a license, loss of this license for any reason does not in itself constitute Partial Disability.

PARTICIPATING UNIT means any sole proprietorship, partnership, corporation, limited liability company, limited liability partnership, firm, school district, individual school, or other instrumentality of a state or political subdivision thereof, which has been approved by AUL and added by amendment to the policy. An entity that is subsidiary to or affiliated with the Participating Unit as defined below is eligible for coverage under the policy if it is shown on the Subscription Agreement or later added by amendment to the policy.

A subsidiary may be included in this definition when the Participating Unit owns more than 50% of the voting stock of the subsidiary corporation.

An affiliate may be included in this definition when the corporation, limited liability company, proprietorship, or partnership is under common control with the Participating Unit through stock ownership, contract, common officers, or otherwise.

The Participating Unit is liable for all premiums due for a subsidiary and affiliate during any period of time the subsidiary and/or affiliate are insured under the policy. Any notice given to the Participating Unit by AUL shall be considered notice given to the subsidiary and/or affiliate.

PARTICIPATING UNIT'S EFFECTIVE DATE means the date on which coverage is effective for the Participating Unit under the policy, as determined by AUL.

PERSON means an Employee who has met the requirements of the ELIGIBILITY and INDIVIDUAL EFFECTIVE DATE section of the policy.

PERSONAL INSURANCE means the insurance provided under the policy for an insured Person.

PHYSICIAN means a qualified, licensed doctor of medicine or osteopathy, and any other licensed health care provider that state law requires be recognized as a Physician, and practicing within the scope of his license and applicable law. Physician does not include a Physician employed by the Participating Unit, the Person, or anyone related by blood or marriage to the Person.

## SECTION 2 - DEFINITIONS

PRE-DISABILITY EARNINGS means the Person's Basic Weekly Earnings in effect immediately prior to his date of Disability.

PRIOR PLAN means the Participating Unit's plan of short term disability insurance which terminated on the day immediately before the Participating Unit's Effective Date of coverage under the policy.

REGULAR ATTENDANCE means that the Person:

- 1) personally visits a Physician as medically required according to standard medical practice, to effectively manage and treat the Person's Disability;
- 2) is receiving the most appropriate treatment and care that will maximize his medical improvement and aid in his return to work; and
- 3) is receiving care by a Physician whose specialty or clinical experience is appropriate for the Disability.

REGULAR OCCUPATION means a Person's occupation as it is recognized in the general workplace and according to industry standards. A Person's occupation does not mean the specific job tasks a Person does for a Participating Unit or at a specific location. For Physicians "Regular Occupation" means the area in the practice of medicine that they were practicing immediately prior to the date Disability started. For attorneys "Regular Occupation" means the practice of law as defined under applicable laws.

SALARY CONTINUANCE means any payments to a Person, by the Participating Unit, of all or part of his Basic Weekly Earnings after he becomes Disabled.

SICKNESS means illness, bodily disorder or disease, Mental Illness, normal pregnancy and complications of pregnancy. Complications of pregnancy are defined as concurrent disease or abnormal conditions significantly effecting the usual medical management of pregnancy. A non-elective cesarean section is considered a complication of pregnancy.

## SECTION 2 - DEFINITIONS

**SOCIAL SECURITY** means the United States Social Security Act or any similar law, plan, or act including the initial enactment and all amendments.

**SPOUSE** means an individual who is legally married to, or a Domestic Partner of, the Person.

**THIRD PARTY** means an individual, entity, or insurance company other than AUL.

**TOTAL DISABILITY** and **TOTALLY DISABLED** mean that because of Injury or Sickness:

- 1) the Person cannot perform the Material and Substantial duties of his Regular Occupation;
- 2) the Person is not working;
- 3) the Person is not Partially Disabled; and
- 4) the Person is under the Regular Attendance of a Physician for that Injury or Sickness (unless the Person has reached his maximum point of recovery).

Any Disability will be considered the result of Sickness unless the Disability occurs as a result of an Injury and treatment begins within 30 days of the Injury.

If the Person's Regular Occupation requires a license, loss of this license for any reason does not in itself constitute Disability.

**WAITING PERIOD** means the period of days, starting on the Date of Hire, that an Employee must be continuously Actively at Work while in an eligible class. Initial Employees will be given credit for time served under the Participating Unit's prior carrier if the policy replaced the same type of coverage an Employee had with the prior carrier. The Waiting Period is stated in the Schedule Of Benefits.

**WEEKLY BENEFIT** means the amount payable weekly by AUL to the Disabled Person. It is the Gross Weekly Benefit, reduced by Other Income Benefits.

### SECTION 3 - ELIGIBILITY AND INDIVIDUAL EFFECTIVE DATE

**INITIAL EMPLOYEE:** This is an eligible Employee who is Actively At Work and has completed the Waiting Period for Initial Employees before the Participating Unit's original Effective Date.

**NEW EMPLOYEE:** This is an eligible Employee who was Actively At Work before the Participating Unit's original Effective Date, but did not complete the Waiting Period for an Initial Employee prior to that date. It also refers to an eligible Employee who has completed the Waiting Period for New Employees and was Actively At Work on or after the Participating Unit's original Effective Date.

**ELIGIBILITY DATE:** An Employee who is in an eligible class as shown on the Schedule of Benefits and has satisfied his Waiting Period becomes eligible for Personal Insurance under the policy on:

- 1) *Initial Employees:* the Participating Unit's original Effective Date of coverage under the policy;
- 2) *New Employees:* immediately following completion of the Waiting Period as shown on the Schedule of Benefits.

**INDIVIDUAL EFFECTIVE DATE OF INSURANCE:** This means the date an Employee's Personal Insurance becomes effective under the policy. This date only applies to the Maximum Weekly Benefit amount less than or equal to the Guaranteed Issue Amount shown on the most recent Schedule of Benefits for the Person's class and will be the Eligibility Date.

If an Employee is not Actively At Work on the date insurance would otherwise become effective, the Individual Effective Date of Insurance is the date the Employee returns to full-time Active Work.

**AMOUNTS IN EXCESS OF THE GUARANTEED ISSUE AMOUNT:** Any portion of the Maximum Weekly Benefit that exceeds the Guaranteed Issue Amount will require Evidence of Insurability, satisfactory and without expense to AUL. If the excess portion is approved, the effective date for that portion will be named by AUL. If the excess portion is not approved by AUL, the Maximum Weekly Benefit will be an amount equal to the Guaranteed Issue Amount shown on the Schedule of Benefits.

## **SECTION 4 - CHANGES IN INSURANCE**

The effective date of any change for the Person is:

- 1) the date the request for change is approved by AUL, if the approval date is the first day of a Coverage Month; or
- 2) the first day of the next Coverage Month, if the request for change is approved after the first day of a Coverage Month.

If the Person is not Actively At Work on the effective date of change, the Person becomes eligible for the change on the first day that the Person returns to Active Work.

If the change is an increase of \$200 or more in the Maximum Weekly Benefit, the provision entitled PRE-EXISTING CONDITION EXCLUSION ON AN INCREASED MAXIMUM WEEKLY BENEFIT as shown in Section 9 "EXCLUSIONS" will apply to the increased amount.

## SECTION 5 - TERMINATIONS

INDIVIDUAL TERMINATIONS: A Person will cease to be insured on the EARLIEST of the following dates:

- 1) the date the policy or the Participating Unit's coverage under the policy terminates;
- 2) the date the Person is no longer in an eligible class;
- 3) the date the Person's class, as shown on the Schedule Of Benefits, is no longer insured under the policy;
- 4) the last day for which any required employee contribution has been made;
- 5) the date the Person requests termination, but not prior to the date of the request;
- 6) the date employment terminates. **Cessation of Active Work will be deemed termination of employment.**

However, Personal Insurance will be continued for a Person:

- a) during the Elimination Period; or
- b) during the period the Person is eligible to receive a Weekly Benefit; or
- c) during any temporary leave of absence according to the appropriate Continuation of Personal Insurance benefit if premiums continue to be paid during the leave, and the benefit was elected by the Participating Unit, shown on the Schedule of Benefits and approved by AUL; and
- d) to the end of the Coverage Month following the month that a Person is temporarily laid off as long as premiums continue to be paid, if coverage during a temporary layoff was requested by the Participating Unit on the Subscription Agreement and approved by AUL.

TERMINATION OF A PARTICIPATING UNIT: Insurance for a Participating Unit ceases on the EARLIEST of the following dates:

- 1) the date the Participating Unit no longer meets the definition of a Participating Unit;
- 2) the date the Participating Unit ceases active business operations or is placed in bankruptcy or receivership;
- 3) the date the Participating Unit loses its entity by means of dissolution, merger, or otherwise;
- 4) the date the Participating Unit is eliminated as a Participating Unit by an amendment to or change in the policy;
- 5) the date ending the Coverage Month for which the last premium payment is made for the Participating Unit's insurance;
- 6) at the end of a Coverage Month, provided that AUL has given at least 45 calendar days prior written notice to the Participating Unit; or
- 7) at the end of a Coverage Month, if the Participating Unit has given AUL at least 31 calendar days prior written notice.

If a Person's insurance is terminated due to the termination of a Participating Unit, the Person's rights under the policy are determined as if the policy had terminated on the date the Participating Unit's coverage terminated.

If coverage for a Participating Unit terminates, the Participating Unit will be liable to AUL for all unpaid premiums for the period during which the coverage was in force.



## SECTION 5 - TERMINATIONS

TERMINATION OF THE POLICY: AUL may terminate the policy at the end of any policy month by giving at least 45 days prior notice to the Policyholder.

Termination of the policy, or termination of coverage for a Participating Unit, under any conditions will be without prejudice to any claim incurred prior to termination.

EXTENDED BENEFIT: If the Person is Disabled on the date of termination of insurance, AUL will pay benefits for Disability:

- 1) after the Elimination Period has been met, if the Person is not already receiving a Weekly Benefit;
- 2) during the uninterrupted continuance of the same period of Disability; and
- 3) subject to the provisions and benefits of the policy as elected by the Participating Unit.

Benefits will be extended to the EARLIEST of the following:

- 1) the date Current Weekly Income received from any occupation or employment equals or exceeds 80% of the Pre-Disability Earnings;
- 2) the date the Person ceases to be Totally Disabled;
- 3) the date the Person dies;
- 4) the date ending the Maximum Benefit Duration as shown on the Schedule Of Benefits;
- 5) the date the Person fails to give AUL required proof of Disability or information required to determine if any benefits are owed under the policy;
- 6) the date the Person refuses to allow an examination requested by AUL;
- 7) the date the Person is no longer under the Regular Attendance and care of a Physician unless the Physician certifies that the Person has reached his maximum point of recovery and is still disabled according to the provisions of this policy;
- 8) the date the Person refuses to provide information to AUL to verify the Person's Current Weekly Income; or
- 9) the date the Person leaves the United States or Canada and establishes his residence in any other country. A Person will be considered to reside outside these countries when the Person has been outside the United States or Canada for a total period of 6 months or more during any 12 consecutive months of benefits.

### FIDUCIARY NOTICE

**UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, PRINCIPAL, AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP HEALTH OR LIFE INSURANCE OR GROUP HEALTH PLAN PREMIUMS SHALL: (1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP HEALTH OR LIFE INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSONS INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT, AND (2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY A WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. THIS WRITTEN NOTICE MUST ALSO CONTAIN A NOTICE TO ALL PERSONS COVERED BY THE GROUP POLICY OF THEIR RIGHTS TO HEALTH INSURANCE CONVERSION POLICIES UNDER ARTICLE 53 OF CHAPTER 58 OF THE GENERAL STATUTES AND THEIR RIGHTS TO PURCHASE INDIVIDUAL POLICIES UNDER THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT AND UNDER ARTICLE 68 OF CHAPTER 58 OF THE GENERAL STATUTES, VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.**

## SECTION 5A - INDIVIDUAL REINSTATEMENT

INDIVIDUAL REINSTATEMENT: If Personal Insurance terminates under the policy due to cessation of Active Work for the Participating Unit, it may be reinstated subject to the terms of this Section. Individual Reinstatement must be requested during the 31-day period immediately following return to Active Work for the Participating Unit in accordance with the terms stated in this provision. Individual Reinstatement will be to the same eligible class that the Employee belonged to immediately prior to his termination. AUL may require Evidence of Insurability if reinstatement is requested to an eligible class that differs from the coverage the Employee had with the Participating Unit immediately prior to his cessation of Active Work. Reinstatement is subject to payment of required premiums and that the Participating Unit is currently insured by AUL under the policy.

In addition to the above requirements, the following also applies:

- 1) If an Employee returns to Active Work within 30 days (consecutive calendar days) of his Individual Termination date and requests Individual Reinstatement:
  - a) Personal Insurance will become effective immediately upon the date of request for Individual Reinstatement.
  - b) Evidence of Insurability will not be required for Individual Reinstatement to the same coverage amounts and eligible class held by the Employee under the policy immediately prior to cessation of Active Work.
  - c) Credit will be given towards satisfaction of the eligibility Waiting Period and of the Pre-Existing Condition exclusion or limitation period the Person previously served under the policy. However, any days accumulated during the period of lapse in coverage will not be credited. The original Individual Effective Date of Insurance will be used when applying the eligibility Waiting Period and the Pre-Existing Condition exclusion or limitation period
- 2) If an Employee returns to Active Work more than the number of consecutive calendar days, shown in 1) above, after his Individual Termination date and requests Individual Reinstatement:
  - a) The Employee will be considered a New Employee and subject to the terms of the policy.
  - b) Eligibility for Personal Insurance, Enrollment and his Individual Effective Date Of Insurance will be determined as stated in the policy.
  - c) The Waiting Period and Pre-Existing Condition exclusion or limitation period will start anew. The Individual Reinstatement date will be used when applying the Pre-Existing Condition exclusion or limitation period.
- 3) If Personal Insurance terminates because of a leave under the Federal Family and Medical Leave Act (FMLA), or applicable state law, approved by the Participating Unit and the Employee returns to full-time Active Work immediately following the end of the leave:
  - a) Personal Insurance will become effective immediately upon the date of request for Individual Reinstatement.
  - b) Credit will be given towards satisfaction of the Pre-Existing Condition exclusion or limitation period previously served under the policy, however, the days accumulated during the period of lapse in coverage will not be credited. The original Individual Effective Date of Insurance will be used when applying the Pre-Existing Condition exclusion or limitation period.
  - c) Evidence of Insurability will not be required for Individual Reinstatement to the same coverage amounts and eligible class that the Employee would have been entitled to prior to the leave.
- 4) If Personal Insurance terminates because a Person becomes a full-time member of the armed forces of the United States and he returns to full-time Active Work, the Person's coverage may be reinstated in accordance with Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and applicable state law.

**SECTION 5B - CONTINUATION OF PERSONAL INSURANCE  
UNDER THE FAMILY AND MEDICAL LEAVE ACT**

CONTINUATION OF PERSONAL INSURANCE UNDER THE FAMILY AND MEDICAL LEAVE ACT. If the Participating Unit approves a leave of absence under the Federal Family and Medical Leave Act (FMLA), a Person's coverage under the policy will be continued as stated in this provision. Personal Insurance will continue while a Person's leave is covered under FMLA, until the end of the LATER of:

- 1) the leave period permitted under FMLA or
- 2) the leave period permitted by applicable state law.

Coverage continued under this Section is subject to the following requirements:

- 1) the Participating Unit has approved a Person's leave in writing as a leave taken under FMLA;
- 2) applicable premiums must continue to be paid to AUL in accordance with the policy (see Section 6 - Premium Payment); and
- 3) Basic Weekly Earnings will be the amount last reported to AUL in writing and in effect prior to the date the Person's family or medical leave began.

Continuation of Personal Insurance under this provision will cease on the earliest of the following:

- 1) the date a Person dies;
- 2) the date a Person's coverage terminates for nonpayment of premiums;
- 3) the date a Person begins full or part-time employment with another employer;
- 4) the date the policy, or the Participating Unit's coverage under the policy, terminates;
- 5) the date a Person notifies the Participating Unit that he will not be returning to Active Work;
- 6) the date a Person's class is no longer offered under the policy;
- 7) the date a Person no longer qualifies for an eligible class, as stated in the Schedule of Benefits;
- 8) the date a Person requests termination of coverage under the policy, but not prior to the date of request.

All terms and conditions of the policy will apply during the approved continuation period provided under this Section, unless otherwise stated. While Personal Insurance is being continued under this Section, the Person will be considered exempt from the requirements listed below:

- 1) the Actively At Work definition; and
- 2) the applicable number of hours needed to meet the requirement for full-time Employee, as stated in the Schedule of Benefits.

If the Participating Unit has approved more than one type of Leave of Absence for the Person during any one period, AUL will consider such leaves to be concurrent for the purpose of determining how long the Person's coverage may continue under the policy.

**SECTION 5C - CONTINUATION OF PERSONAL INSURANCE  
DURING A LEAVE OF ABSENCE AND TEMPORARY LAYOFF**

LEAVE OF ABSENCE references in this Section mean the Person is absent from Active Work for a temporary period of time that has been agreed to in advance in writing by the Participating Unit and includes temporary layoffs unless otherwise stated.

CONTINUATION OF PERSONAL INSURANCE WHILE TEMPORARILY LAID OFF. If the Participating Unit approves a Temporary Layoff, a Person's coverage under this policy will be continued to the end of the Coverage Month following the month in which the layoff begins, as long as premiums continue to be paid, subject to same requirement as a Leave of Absence.

CONTINUATION OF PERSONAL INSURANCE UNDER A LEAVE OF ABSENCE: If the Participating Unit approves a Leave of Absence, a Person's coverage under this policy will be continued to the end of the Coverage Month following the month that a Person begins a Leave of Absence, as long as premiums continue to be paid, subject to the following requirements:

- 1) the Participating Unit has approved a Person's Leave of Absence in writing;
- 2) applicable premiums must continue to be paid to AUL in accordance with this policy (see Section 6 - Premium Payment); and
- 3) Basic Weekly Earnings will be the amount last reported to AUL in writing and in effect prior to the date the Person's Leave of Absence began.

Continuation of Personal Insurance under this provision will cease on the EARLIEST of the following:

- 1) the date a Person dies;
- 2) the date a Person's coverage terminates for nonpayment of premiums;
- 3) the date a Person begins full or part-time employment with another employer;
- 4) the date this policy, or the Participating Unit's coverage under this policy, terminates;
- 5) the date a Person notifies the Participating Unit that he will not be returning to Active Work;
- 6) the date a Person's class is no longer offered under this policy;
- 7) the date a Person no longer qualifies for an eligible class, as stated in the subscription agreement;
- 8) the date a Person requests termination of coverage under this policy, but not prior to the date of request.

All terms and conditions of the policy will apply during the approved continuation period provided under this section, unless otherwise stated. While Personal Insurance is being continued under this Section, the Person will be considered exempt from the requirements listed below:

- 1) the Actively At Work definition; and
- 2) the applicable number of hours needed to meet the requirement for full-time Employee, as stated in the Subscription Agreement.

If the Participating Unit has approved more than one type of Leave of Absence for the Person during any one period, AUL will consider such leaves to be concurrent for the purpose of determining how long the Person's coverage may continue under the policy.

**SECTION 5D - CONTINUATION OF PERSONAL INSURANCE  
DURING A LEAVE OF ABSENCE FOR ACTIVE MILITARY SERVICE**

LEAVE OF ABSENCE means the Person is absent from Active Work for a temporary period of time that has been agreed to in advance in writing by the Participating Unit.

CONTINUATION OF PERSONAL INSURANCE DURING A LEAVE OF ABSENCE FOR ACTIVE MILITARY SERVICE: If the Person is on a leave of absence for active military service as described under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and applicable state law, the Person's coverage may be continued until the end of:

- 1) the length of time the coverage may be continued under the policy for an FMLA leave of absence; or
- 2) the length of time the coverage may be continued under the policy for a Leave of Absence other than an FMLA leave of absence.

Coverage continued under this Section is subject to the following requirements:

- 1) applicable premiums must continue to be paid to AUL in accordance with this policy (see Section 6 - Premium Payment); and
- 2) Basic Weekly Earnings will be the amount last reported to AUL in writing and in effect prior to the date the Person's Leave of Absence for active military service began.

Continuation of Personal Insurance under this provision will cease on the earliest of the following:

- 1) the date a Person dies;
- 2) the date a Person's coverage terminates for nonpayment of premiums;
- 3) the date a Person begins full or part-time employment with another employer;
- 4) the date this policy, or the Participating Unit's coverage under this policy, terminates;
- 5) the date a Person notifies the Participating Unit that he will not be returning to Active Work;
- 6) the date a Person's class is no longer offered under this policy;
- 7) the date a Person no longer qualifies for an eligible class, as stated in the subscription agreement; or
- 8) the date a Person requests termination of coverage under this policy, but not prior to the date of request.

All terms and conditions of this policy will apply during the approved continuation period provided under this section, unless otherwise stated. While Personal Insurance is being continued under this Section, the Person will be considered exempt from the requirements listed below:

- 1) the Actively At Work definition; and
- 2) the applicable number of hours needed to meet the requirement for full-time Employee, as stated in the Subscription Agreement.

If the Participating Unit has approved more than one type of Leave of Absence for the Person during any one period, AUL will consider such leaves to be concurrent for the purpose of determining how long the Person's coverage may continue under the policy.

## SECTION 6 - PREMIUM PAYMENT

**PREMIUM PAYMENTS:** The Participating Unit is responsible for properly and accurately remitting premium to AUL on or before the Due Date. All premiums will be calculated and paid in U.S. dollars. At the request of the Participating Unit and with AUL's written approval, the interval of premium payments may be changed. Payment of any premium does not maintain the insurance in force beyond the end of the period for which the premium has been paid, except as provided under the Grace Period provision. If coverage is Contributory Insurance, premium paid by the Person may be paid by means of payroll deduction administered by the Participating Unit. Overpayment of premium will not result in increases in any coverage amounts for the Participating Unit or Persons eligible for benefits under the policy.

Premiums for a Person's coverage under the policy shall be charged from the Person's Individual Effective Date of Insurance. Premium charges will cease on the Person's Individual Termination date. However, if the Person is Disabled on his Individual Termination date, and subsequently becomes eligible for the Extended Benefit, premium charges will continue until the date the Extended Benefit is terminated.

The above manner of charging premiums applies only to a Person's insurance that is terminating, but not to the termination of a Participating Unit. Each premium payment will include adjustments in past premiums for changes that have not previously been taken into account.

**PREMIUM RATES:** AUL reserves the right to change premium rates on any date:

- 1) after the Participating Unit's coverage has been in effect for 2 years (and adjusted no more often than once every 6 months thereafter, based on at least 12 months of experience), by giving prior written notice to the Participating Unit at least 45 days before the effective date of the change;
- 2) the eligibility and/or benefit provisions are changed;
- 3) the number of Persons insured through the Participating Unit changes by 25% or more; or
- 4) a subsidiary or affiliate is added to, or deleted from, the Participating Unit's coverage under the policy.

## SECTION 7 - GENERAL POLICY PROVISIONS

**AGENCY:** For all purposes of the policy, the Participating Unit acts on behalf of itself or as agent of the Person. Under no circumstances will the Participating Unit be deemed the agent of AUL without a written authorization.

**AMENDMENT AND CHANGES:** The policy may be amended in writing by mutual agreement between the Policyholder, the Participating Unit and AUL, without prejudice to any loss incurred prior to the effective date of the amendment. No change in the policy is valid until approved in writing by the Chief Executive Officer, President, or Secretary of AUL. No agent has the authority to change the policy or waive any of its provisions.

**ASSIGNMENT:** No assignment of any present or future right, or benefit under the policy will bind AUL without its prior written consent.

**CERTIFICATES:** AUL will issue a certificate for delivery by the Participating Unit to the insured Persons. The certificate will summarize a Person's coverage, from those available under the policy and will state:

- 1) the benefits provided; and
- 2) to whom the benefits are payable.

If there is any discrepancy between the provisions of any certificate and the provisions of the policy, the provisions of the policy will govern.

**CLERICAL ERROR:** Clerical error on the part of the Participating Unit or AUL will not invalidate insurance otherwise in force nor continue insurance otherwise terminated.

**CONFORMITY WITH STATE LAWS:** Any provision of the policy in conflict with the laws of the state in which it is delivered, is amended to conform to the minimum requirements of those laws.

**DATA AND RECORDS:** The Policyholder and Participating Unit must furnish all information that AUL reasonably requires. The Participating Unit must furnish all relevant information to AUL about Persons:

- 1) who qualify to become insured;
- 2) whose amounts of insurance or earnings change; and/or
- 3) whose insurance terminates.

At any reasonable time, AUL or its representatives shall have the right to inspect the records of the Policyholder or Participating Unit that, in the opinion of AUL, may have a bearing on the insurance coverage provided under the policy.

**DISCRETIONARY AUTHORITY:** Benefits under the policy will be paid only if AUL decides in its discretion that the applicant is entitled to them. Except for the functions the policy explicitly reserves to the Participating Unit or Trustee, AUL reserves the right to:

- 1) manage the policy and administer claims under it; and
- 2) interpret the provisions and resolve any questions arising under it.

AUL's authority includes, but is not limited to, the right to:

- 1) establish and enforce procedures for administering the policy and claims under it;
- 2) determine Employees' eligibility for insurance and entitlement to benefits;
- 3) determine what information AUL reasonably requires to make such decisions; and
- 4) resolve all matters when a claim review is requested.

Any decision that AUL makes, in the exercise of its authority, will be conclusive and final subject to any rights under Employee Retirement Income Security Act (ERISA). This provision applies only where the interpretation of the policy is governed by ERISA.

## SECTION 7 - GENERAL POLICY PROVISIONS

**ENTIRE CONTRACT:** The policy and the applications of the individuals, the Participating Units, and the Policyholder constitute the entire contract.

**GRACE PERIOD:** If the Participating Unit or AUL does not give notice in writing that coverage under the policy is to be terminated, a grace period of 31 days will be granted for the payment of any premium falling due after the first premium. During the grace period, the Participating Unit's coverage under the policy will continue in force but will automatically terminate on the last day of the grace period. The Participating Unit is liable to AUL for payment of premium for the days of grace during which the Participating Unit's coverage under the policy remains in force. AUL is not obligated to pay claims incurred during the grace period until the premium due is received.

**INSURANCE FRAUD:** AUL wants to ensure that its customers do not incur additional insurance costs as a result of the act of insurance fraud. Applicable state laws require AUL to undertake measures to detect, investigate and prosecute fraud.

Anyone that knowingly completes an application for insurance or statement of claim containing any materially false information or facts, with the intent to deceive, conceal or mislead is committing a fraudulent insurance act. This is a crime and may subject such Persons to criminal and civil penalties.

**MISSTATEMENT OF FACTS:** If the age, or any other fact that affects the benefits for a Person or Participating Unit has been misstated, the benefits will be payable based on the true facts. Premium adjustment will be made so that AUL will receive the actual premium required based on the true facts.

**RELATIONSHIP:** AUL and the Participating Unit are, and will remain, independent contractors. Nothing in the policy shall be construed as making the parties joint venturers or as creating a relationship of employer and employee, master and servant or principal and agent. Neither party has any power, right or authority to bind the other or to assume or create any obligation or responsibility on behalf of the other. AUL and the Participating Units each retain exclusive control of their time and methods to perform their respective duties. AUL and any Participating Unit will employ, pay and supervise their own employees and pay their own expenses during a Participating Unit's coverage under the policy.

### STATEMENTS MADE IN AN APPLICATION

All statements made by the Policyholder, the Participating Unit, or insured Persons shall be deemed representations and not warranties. No such statements will be used to reduce or deny any claim or to cancel the Person's coverage unless:

- 1) the statement is in writing; and
- 2) a copy of that statement is given to the Person or his Eligible Survivor.

**TIME LIMIT ON CERTAIN DEFENSES:** Except in the case of fraud, no statement made by the Person relating to his insurability will be used to contest the insurance for which the statement was made after the coverage has been in force for two years.

**WORKER'S COMPENSATION AND WORKMEN'S COMPENSATION NOT AFFECTED:** The policy is not in lieu of, and does not affect any requirement for coverage by Worker's or Workmen's Compensation Insurance.



## 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 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 one of its claims offices.

**CLAIM FORMS FOR PROOF OF LOSS:** Upon receipt of the Initial Notice of Disability, AUL will furnish the Participating Unit with any necessary claim forms to give to the Person. These forms must be properly, accurately and truthfully completed and returned to AUL. 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) claimant's name;
- 2) Employer's name and address;
- 3) Group number;
- 4) the date Disability started;
- 5) the cause of Disability; and
- 6) the nature and extent of the Disability.

The initial claim form or proof of Disability must be signed by a Physician and sent to AUL within 180 calendar days following the Elimination Period. If it is not possible to give proof within these limits, it must be given as soon as reasonably possible thereafter. 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 the policy. These subsequent claim forms and requests for information must be returned to AUL within 30 days after the Person receives them.

**PHYSICAL EXAMINATION:** AUL, at its own expense, has the right to have a Person examined 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.

**LEGAL ACTION:** No legal action may be brought to obtain benefits under this policy:

- 1) for at least 60 days after proof of loss has been furnished; or
- 2) before any denial or reduction of benefits by AUL has been appealed properly in writing; or
- 3) beyond the three (3) years from the time proof of loss is required to be given.

**TIME OF PAYMENT OF CLAIMS:** When AUL receives a claim form or proof of Disability, benefits payable under the 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 \$1,000 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:** If a Person wishes to appeal AUL's decision, 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. Section 2560.503-1. AUL's review will take into account all 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. Section 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. Section 2560.503-1.

**ARBITRATION:** Any controversy or claim arising out of or relating to the policy, the sale or solicitation of the policy, or its breach thereof whether in tort, contract, breach of duty (including but not limited to) any alleged fiduciary, good faith and fair dealing duties, shall be decided by arbitration in accordance with the Federal Arbitration Act, the procedures of the commercial arbitration rules of the American Arbitration Association, and this agreement. The Court of Arbitrators, which is to be held in the county seat where the insured resides, shall consist of three (3) arbitrators familiar with employee welfare benefit plans. The selection of the arbitrators shall be conducted within thirty (30) days after proper service of a demand for arbitration. One of the arbitrators shall be appointed by AUL, one by the insured, and the third shall be selected by the first two appointees prior to the beginning of arbitration. Should the two arbitrators be unable to agree upon the choice of a third, the appointment shall be left to the President or any Vice President of the American Arbitration Association. The arbitrators shall decide by a majority of votes, the award shall be in writing, the decision shall be signed by a majority of the arbitrators, and they shall include a statement regarding the reasons for the disposition of any claim. Judgment on the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The parties are not precluded from challenging the decision under the Federal Arbitration Act or applicable law. Unless not allowed under applicable law, each party shall bear the expense of its own attorney and arbitrator, and shall share equally with the other party the expenses of the third arbitrator and of the arbitration.

The parties agree that AUL is engaged in interstate commerce, and the transaction is governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16.

Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the other with copies of documents relevant to the issues raised by any claim or counterclaim on which the producing party may rely in support of or in opposition to any claim or defense. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the arbitrator(s), which determination shall be conclusive. All discovery shall be completed within sixty (60) days following the appointment of the arbitrator(s) or longer following mutual agreement by the parties.

This Arbitration provision does not prohibit a Person from seeking a jury trial if they are not in agreement with the final decision reached through arbitration.

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

**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 this policy until full reimbursement is made, and
- 2) recover such overpayments from the Person, from his beneficiary, or 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.

## SECTION 8 - INSURING PROVISIONS

**WEEKLY BENEFIT FOR TOTAL DISABILITY:** AUL will pay Disability benefits, according to the policy, if a Person becomes Disabled while insured under the policy. When AUL receives proof that a Person is Totally Disabled due to Sickness or Injury and requires the Regular Attendance and care of a Physician (unless the Person has reached their maximum point of recovery), AUL will pay the Person a Weekly Benefit after he satisfies the Elimination Period.

The Weekly Benefit will be paid as long as Total Disability continues, provided that proof of continued Total Disability is submitted to AUL upon request, and the Person is under the Regular Attendance and care of a Physician (unless the Person has reached their maximum point of recovery). The proof must be submitted at the Person's expense.

The Weekly Benefit will not exceed the Person's Maximum Weekly Benefit, nor will it be payable for longer than the Maximum Benefit Duration shown on the Schedule Of Benefits. Weekly Benefits will not be paid during any period that a Person is incarcerated in a penal or correctional institution.

**PRORATING OF THE WEEKLY BENEFIT:** The Weekly Benefit payable for periods of Total Disability less than a full week's duration will be a proportionate amount for each day. The Weekly Benefit will be paid on a pro-rata basis at the rate of 1/7 per day for any period of Total Disability less than one week.

**REDUCTIONS TO THE GROSS WEEKLY BENEFIT:** The Gross Weekly Benefit will be reduced by Other Income Benefits as defined in Section 2 of this certificate

**COST OF LIVING ADJUSTMENT FREEZE:** Cost Of Living Increase means any annual increase reasonably related to the annual increase in any generally recognized cost of living measurement that applies to all Persons entitled to receive such benefits. If the Person receives a Cost Of Living Increase with regard to Other Income Benefits after the date benefits actually become payable under the policy, the Weekly Benefit will not be further reduced by such Cost Of Living Increase.

**MINIMUM WEEKLY BENEFIT:** While a Weekly Benefit is payable under the policy, the amount of Weekly Benefit shall not be less than the Minimum Weekly Benefit shown on the Schedule Of Benefits.

## SECTION 8 - INSURING PROVISIONS

TERMINATION OF THE WEEKLY BENEFIT: The Weekly Benefit for Disability will continue until the EARLIEST of the date:

- 1) Current Weekly Income from any occupation or employment equal or exceed 80% of the Pre-Disability Earnings;
- 2) the Person ceases to be Disabled;
- 3) the Person dies;
- 4) the Maximum Benefit Duration shown on the Schedule Of Benefits is completed;
- 5) the Person fails to give AUL required proof of Disability or information required to determine if benefits are owed under the policy;
- 6) the Person refuses to allow an examination requested by AUL;
- 7) the Person is no longer under the Regular Attendance and continuing care of a Physician (unless the Person has reached his maximum point of recovery);
- 8) the Person refuses to provide any evidence required by AUL to verify the Person's Current Weekly Income; or
- 9) the Person leaves the United States or Canada and establishes his residence in any other country. A Person will be considered to reside outside these countries when the Person has been outside the United States or Canada for a total period of 6 months or more during any 12 consecutive months of benefits.

RECURRENT DISABILITY: If, after a period of Disability for which benefits are payable, the Person resumes his Regular Occupation on a full-time basis and performs each Material and Substantial duty of that occupation for a period of 30 consecutive days of full-time Active Work, any recurrent Disability will be part of a new period of Disability and a new Elimination Period must be completed before the Weekly Benefit is payable.

If the Person resumes his Regular Occupation on a full-time basis and performs each Material and Substantial duty of that occupation for less than 30 consecutive days of full-time Active Work, the recurrent Disability will be considered part of the prior Disability. The recurrent Disability must be the direct result of the Injury or Sickness that caused the prior Disability. The Person is not required to complete a new Elimination Period. Benefit payments will be subject to the terms of the policy for the prior Disability. The Weekly Benefit will be based on the amount of Basic Weekly Earnings in effect immediately prior to the original Elimination Period.

The Recurrent Disability provision in this Section is only applicable as long as the Participating Unit's coverage remains in force with AUL.

## SECTION 8 - INSURING PROVISIONS

**RESIDUAL BENEFIT:** The Elimination Period can be met using Total Disability, Partial Disability, or a combination of both. Vacation pay, salary continuation and/or sick leave pay will not be considered Current Weekly Income during the Elimination Period under this benefit.

**PRESUMPTIVE DISABILITY:** When a Person is Disabled and his Current Weekly Income is 20% or less than his Basic Weekly Earnings in his regular or another occupation, AUL will not reduce the Weekly Benefit by the Current Weekly Income.

**WEEKLY BENEFIT FOR PARTIAL DISABILITY:** When proof is received that a Person is Partially Disabled, the Partial Disability benefit will apply. Benefits are paid following completion of the Elimination Period. Partial Disability must be the direct result of the Injury or Sickness that caused the period of Total Disability immediately preceding it.

**PARTIAL DISABILITY BENEFIT:** The benefit for Partial Disability will be calculated as follows:  $a \times b \times 70\%$

- a = Basic Weekly Earnings less income from earnings and Other Income Benefits received while Partially Disabled
- b = The Gross Weekly Benefit divided by the benefit percentage stated in the Schedule of Benefits divided by the Basic Weekly Earnings.

Benefits for Partial Disability will never exceed the Person's Maximum Weekly Benefit, nor be less than the Minimum Weekly Benefit as shown on the Schedule of Benefits page.

**TERMINATION OF THE WEEKLY BENEFIT FOR PARTIAL DISABILITY:** The Weekly Benefit for Partial Disability will continue until the EARLIEST of the date:

- 1) Current Weekly Income from any occupation or employment equal or exceed 80% of the Pre-Disability Earnings;
- 2) the Person ceases to be Partially Disabled;
- 3) the Person dies;
- 4) the Maximum Benefit Duration shown on the Schedule Of Benefits is completed;
- 5) the Person fails to give AUL required proof of Disability or information required to determine if benefits are owed under the policy;
- 6) the Person refuses to allow an examination requested by AUL;
- 7) the Person is no longer under the Regular Attendance and continuing care of a Physician unless the Physician certifies that the Person has reached his maximum point of recovery and is still Disabled according to the provisions of this certificate;
- 8) the Person refuses to provide any evidence required by AUL to verify the Person's Currently Weekly Income; or
- 9) the Person leaves the United States or Canada and establishes his residence in any other country. A Person will be considered to reside outside these countries when the Person has been outside the United States or Canada for a total period of 6 months or more during any 12 consecutive months of benefits.

## **SECTION 8 - INSURING PROVISIONS**

**SOCIAL SECURITY APPLICATION ASSISTANCE.** When AUL determines that a Person is a likely candidate for Social Security Disability Insurance (SSDI), AUL may assist the Person with the application process for these benefits.

Upon written request, a representative from AUL's Group Claims Department may supply pertinent information to the Person about:

- 1) eligibility for SSDI benefits;
- 2) how to begin the application process;
- 3) how to submit an appeal;
- 4) guidelines established by the Social Security Administration for submitting appeals; and
- 5) names of organizations offering assistance.

## **SECTION 8 - INSURING PROVISIONS**

**LUMP SUM PAYMENTS:** If Other Income Benefits are paid in a lump sum, that sum will be prorated by AUL on a weekly basis over the period of time for which the sum is payable. If the projected period of time that a lump sum is intended to cover is not stated, the lump sum will be prorated over a period of 60 months.

**APPLICATION FOR OTHER INCOME BENEFITS:** If the Person is or becomes eligible for any Other Income Benefits as defined in the policy, he must:

- 1) apply for the Other Income Benefits; and
- 2) appeal any denial for the Other Income Benefits that appears unreasonable.

Until approval or denial of any Other Income Benefits for any Disability is determined, AUL will pay the Weekly Benefit after the Elimination Period, with no reduction for estimated benefits until the appropriate entity has reached a decision. When a decision is reached, the Person must send AUL a copy of the determination and reimburse AUL for any overpayment made as a result of that decision, regardless of whether or not the coverage is still in force on the date the Person recovers such amount.

Additionally, if an award is made, AUL will reduce the Weekly Benefit by the amount of the Other Income Benefits the Person received, in accordance with the terms of the policy.



## SECTION 9 - EXCLUSIONS

GENERAL EXCLUSIONS: Benefits are not payable for any Disability caused by, contributed to by, or resulting from:

- 1) participation in war or any act of war, declared or undeclared;
- 2) active participation in a riot;
- 3) attempted suicide, regardless of mental capacity;
- 4) attempted or actual self-inflicted bodily injury or self destruction, including but not limited to the voluntary inhaling or taking of:
  - a) a prescription drug in a manner other than as prescribed by a Physician;
  - b) any federal or state regulated substance in an unlawful manner;
  - c) non-prescription medicine in a manner other than as indicated in the printed instructions;
  - d) poison; and
  - e) toxic fumes;
- 5) commission of or attempt to commit a criminal act under relevant state law;
- 6) Cosmetic Surgery. However, Cosmetic Surgery will be covered when it is due to:
  - a) reconstructive surgery incidental to, or follows surgery resulting from, trauma, infection or other diseases of the involved part; or
  - b) congenital disease or anomaly that has resulted in a functional defect;
- 7) caused by a Person legally intoxicated as defined by the law of the jurisdiction in which the incident occurs;
- 8) that occurs while a Person is incarcerated in a penal or correctional institution;
- 9) participation in autoerotic asphyxiation;
- 10) elective surgery except when required for the Person's Regular Attendance as a result of the Person's Injury or Sickness;
- 11) traveling or flying on any aircraft operated by or under authority of military or any aircraft being used for experimental purposes; or
- 12) engaging in any illegal or fraudulent occupation, work, or employment; or
- 13) which is the result of Injury or Sickness due to employment, and for which benefits are payable by any type of worker's compensation law or any similar act or law, unless 24-hour Coverage is elected in the Subscription Agreement, and for which benefits are paid for services, compensation, or supplies for the treatment of an Occupational Injury or Sickness under the North Carolina Workers' Compensation Act, or any similar act or law, only to the extent such services, compensation, or supplies are the liability of the employee, employer or workers' compensation insurance carrier according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' Compensation Act.

## SECTION 10 - CONTINUITY OF COVERAGE

This section applies only when coverage under the policy replaces a Participating Unit's Prior Plan of short term disability insurance, which terminated on the day before the Participating Unit's Effective Date under the policy. This Section will apply only to Persons insured under the Participating Unit's Prior Plan on its termination date.

Continuity of Coverage will apply to a Person who would not get full coverage under the policy because of the failure of the Person to be Actively At Work due to Disability, or approved Leave of Absence, or temporary layoff on the Participating Unit's Effective Date of coverage under the policy.

### BENEFITS FOR A PERSON WHO FAILS TO BE ACTIVELY AT WORK DUE TO TOTAL DISABILITY:

The policy will cover, subject to proper premium payments, a Person who:

- 1) was insured under the Prior Plan on its termination date; and
- 2) is not Actively At Work due to Disability, or approved Leave of Absence, or temporary layoff on the Participating Unit's Effective Date of coverage under the policy.

Coverage under this provision will begin on the Participating Unit's Effective Date of coverage under the policy and will continue until the EARLIEST of:

- 1) the date the Person returns to Active Work; or
- 2) the end of any period of continuance or extension provided under the Prior Plan; or
- 3) the date coverage would otherwise end, according to the provisions of the AUL policy.

The benefits payable will be the same as the Prior Plan would have paid had coverage remained in force, less any amount for which the Prior Plan is liable.

This section of the Continuity of Coverage Provision does not establish eligibility for such a Person under the policy. Eligibility can only be met when the Person returns to full-time Active Work as described in the Eligibility and Individual Effective Date Section.

## **FIDUCIARY NOTICE**

Under North Carolina General Statute Section 58-50-40, no person, employer, principal, agent, trustee, or third party administrator, who is responsible for the payment of group health or life insurance or group health plan premiums, shall: (1) cause the cancellation or nonrenewal of group health or life insurance, hospital, medical, or dental service corporation plan, Multiple Employer Welfare Arrangement, or group health plan coverages and the consequential loss of the coverages of the persons insured, by willfully failing to pay those premiums in accordance with the terms of the insurance or plan contract, and (2) willfully fail to deliver, at least 45 days before the termination of those coverages, to all persons covered by the group policy a written notice of the person's intention to stop payment of premiums. This written notice must also contain a notice to all persons covered by the group contract of their rights to health insurance conversion policies under Article 53 of Chapter 58 of the General Statutes and their rights to purchase individual policies under the Federal Health Insurance Portability and Accountability Act and under Article 68 of Chapter 58 of the General Statutes. Violation of this law is a felony. Any person violating this law is also subject to a court order requiring the person to compensate persons insured for expenses or losses incurred as a result of the termination of the insurance.

NOTICE CONCERNING COVERAGE  
LIMITATIONS AND EXCLUSIONS UNDER THE NORTH CAROLINA LIFE  
AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the North Carolina Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted *in the box* below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The North Carolina Life and Health Insurance Guaranty association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in North Carolina. You should not rely on coverage by the North Carolina Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

**The North Carolina Life and Health Insurance Guaranty Association  
P.O. Box 10218  
Raleigh, North Carolina 27605**

**North Carolina Department of Insurance, Consumer Services Division  
1201 Mail Service Center  
Raleigh, NC 27699-1201**

The state law that provides for this safety-net coverage is called the North Carolina Life and Health Insurance Guaranty Association Act. *On the back of this page* is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the guaranty association.

## COVERAGE

Generally, individuals will be protected by the life and health insurance guaranty association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured person are protected as well, even if they live in another state.

## EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this association if:

- 1) they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside the state);
- 2) the insurer was not authorized to do business in this state;
- 3) their policy was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The association also does not provide coverage for:

- 1) any policy or portion of a policy which is not guaranteed by the insurer or for which the person has assumed the risk, such as a variable contract sold by prospectus;
- 2) any policy of reinsurance (unless an assumption certificate was issued);
- 3) interest rate yields that exceed an average rate specified in the law;
- 4) dividends;
- 5) experience or other credits given in connection with the administration of a policy by a group contractholder;
- 6) employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- 7) unallocated annuity contract (which give rights to group contractholders, not individuals), unless they fund a government lottery or a benefit plan of an employer, association or union, except that unallocated annuities issued to employee benefit plans protected by the Federal Pension Benefit Guaranty Corporation are not covered.

## LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the association is obligated to pay out as follows:

- 1) the guaranty association cannot pay out more than the insurance company would owe under the policy or contract;
- 2) except as provided in 4. and 5. below, the guaranty association will pay maximum of \$300,000 per individual, per insolvency, no matter the number of policies or types of policies issued by the insolvent company;
- 3) except as provided in 4. and 5. below, the guaranty association will pay an aggregate maximum of \$500,000 with respect to any one individual affected by multiple insolvencies;
- 4) the guaranty association will pay a maximum of \$1,000,000 with respect to any one structured settlement annuity contract holder;
- 5) the guaranty association will pay a maximum of \$5,000,000 to any one unallocated annuity contract holder.



American United Life Insurance Company®  
Indianapolis, Indiana 46206-0368

Certifies that it has issued and delivered a Group Policy numbered AULtimate STD1E to:

Fifth Third Bank, Indiana, Trustee For The  
American United Life Group Insurance Trust For The  
Business And Professional Service Industry  
(Hereinafter called the Group Policyholder)

*City of Sanford*  
shall participate in the coverage as a Participating Unit.

Participating Unit Number: G 00620331-0000-000  
Class: 001

Group Policy Number: AULtimate STD1E  
Change Effective Date: **DOES NOT APPLY**

This certificate replaces any and all certificates previously issued to the insured Person under the policy indicated above.

American United Life Insurance Company® (AUL) certifies that the Person whose enrollment form is on file with the Participating Unit or AUL as being eligible for insurance and for whom the required premium has been paid is insured under the above numbered policy for group insurance benefits as designated in the Schedule Of Benefits. Benefits as described in this certificate are subject to change.

This certificate describes the coverage provided in the policy. The policy determines all rights and benefits in this certificate and may be amended, cancelled, or discontinued at any time by agreement between AUL, the Group Policyholder, and the Participating Units.

The policy may be examined at the main office of AUL during regular office hours.

Richard M. Ellery  
Secretary and General Counsel

J. Scott Davison  
Chairman, President and Chief Executive Officer

**READ YOUR CERTIFICATE CAREFULLY**

NOTICE: THIS CERTIFICATE OF INSURANCE PROVIDES ALL OF THE BENEFITS MANDATED BY THE NORTH CAROLINA INSURANCE CODE, BUT IT IS ISSUED UNDER A GROUP MASTER POLICY LOCATED IN ANOTHER STATE AND MAY BE GOVERNED BY THAT STATE'S LAWS. PRE-EXISTING CONDITIONS MAY NOT BE COVERED. THE POLICY MAY BE AMENDED, CANCELLED, OR DISCONTINUED AT ANY TIME BY AGREEMENT BETWEEN AUL AND THE GROUP POLICYHOLDER.

IMPORTANT CANCELLATION INFORMATION: PLEASE READ THE PROVISIONS ENTITLED "TERMINATIONS" FOUND IN SECTION 5.

THE POLICY IS NOT A MEDICARE SUPPLEMENT POLICY. If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare, which is available from the company.

**CERTIFICATE OF INSURANCE  
GROUP SHORT TERM DISABILITY INCOME INSURANCE**

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**SECTION 1 - SCHEDULE OF BENEFITS**

ELIGIBLE CLASS	All Eligible Full-Time Employees, Excluding Elected Officials
CLASS NUMBER	001
Required number of hours worked for full-time employees	30.00 hours or more per week

**STANDARD BENEFITS**

BASIC WEEKLY EARNINGS Description	Basic Weekly Earnings (BWE). See Section 2.
CONTINUATION OF PERSONAL INSURANCE UNDER FMLA	Included. See Section 5B.
CONTINUATION OF PERSONAL INSURANCE DURING A LEAVE OF ABSENCE	Included. See Section 5C.
CONTINUATION OF PERSONAL INSURANCE DURING A TEMPORARY LAYOFF	Included. See Section 5C.
CONTINUATION OF PERSONAL INSURANCE DURING A LEAVE OF ABSENCE FOR ACTIVE MILITARY SERVICE	Included. See Section 5D.
CONTINUITY OF COVERAGE	This benefit is included in this Certificate. See Section 10.
ELIMINATION PERIOD Injury Sickness	The longer of the period of salary continuance and/or sick leave, or 8 day(s) 8 day(s)
EMPLOYEE CONTRIBUTIONS	Contributions Are Not Required.
GROSS WEEKLY BENEFIT Percentage Option	60% of a Person's Covered Weekly Earnings, not to exceed a Maximum Weekly Benefit of \$700.
GUARANTEED ISSUE AMOUNT	\$700 per week. This amount is also the Maximum Weekly Benefit. See Section 2.



**SECTION 1 - SCHEDULE OF BENEFITS**

**CLASS 001 (Continued)**

INDIVIDUAL EFFECTIVE DATE	
Initial Employees	Immediate. See Section 3.
New Employees	Immediate. See Section 3.
INDIVIDUAL REINSTATEMENT	Immediately following 30 days. See Section 5A.
INDIVIDUAL TERMINATIONS	Immediate. See Section 5.
INTEGRATION	Included. See Other Income Benefits, Section 2.
Integration Description	Non-Occupational.
MAXIMUM BENEFIT DURATION	26 weeks
MINIMUM WEEKLY BENEFIT	\$25
PARTIAL DISABILITY	This benefit is included for this class in this Certificate. See Section 2.
PRE-EXISTING CONDITION	
Duration	Does not apply.
RESIDUAL BENEFIT	This benefit is included for this class in this Certificate. See Section 8.
SOCIAL SECURITY INTEGRATION	Family Social Security Benefits/Non-Occupational. See Section 2.
WAITING PERIOD	
Initial Employees	30 days
New Employees	30 days
WAIVER OF PREMIUM	This benefit is not included for this class in this Certificate.
WEEKLY BENEFIT	The Gross Weekly Benefit, reduced by Other Income Benefits, if any. See Section 2.

## SECTION 2 - DEFINITIONS

ACTIVE WORK and ACTIVELY AT WORK means the use of time and energy in the services of the Participating Unit at the regular place of employment, or an alternative worksite as approved by the Participating Unit and AUL, by a Person who is physically and mentally capable of performing each of the Material and Substantial duties of his Regular Occupation on a regular full-time basis. 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.

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

BASIC WEEKLY EARNINGS means the Person's gross weekly income in U.S. dollars before taxes, received from the Participating Unit not to exceed a maximum workweek of forty (40) hours. Gross weekly income includes pre-tax contributions to an employer-sponsored defined contribution plan and a cafeteria plan, if any. These earnings are based on the amount as last reported to AUL in writing by the Participating Unit, for which premiums were paid and the coverage amount was approved by AUL in writing, before the date of Disability. Earnings do not include income received from commissions, bonuses, or expense accounts.

If the Person is paid his annual gross income in less than 52 weeks, the Basic Weekly Earnings shall equal 1/52 of the annual gross income.

CHILD(REN) means a minor related by blood, marriage or court order that can be claimed as a dependent for federal income tax purposes, such as:

- 1) natural born child(ren) of the Person;
- 2) legally adopted foster child(ren) of the Person from the date of placement;
- 3) stepchild(ren) who live with the Person; or
- 4) child(ren) for whom the Person has legal guardianship.

COSMETIC SURGERY means surgery that is performed to change the texture, shape or structure of any part of the human body for the purpose of creating a different visual appearance.

CONTRIBUTORY INSURANCE means insurance for which the Person pays part or all of the premium.

## SECTION 2 - DEFINITIONS

COVERAGE MONTH means that period of time beginning on the date shown in each Participating Unit's amendment, and ending on the day before that date of the next month.

COVERED WEEKLY EARNINGS means the amount of the Person's income, in US dollars, received from the Participating Unit that is insured by the 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.

CURRENT WEEKLY INCOME means the income a Person receives while Disabled, plus the income the Person could receive if he were working to his Maximum Capacity.

If a Person is employed in a second job, at the same time he is Actively At Work full-time for the Participating Unit, and becomes Disabled under the policy, the following will apply during the Elimination Period and while receiving Disability benefits under the policy:

- 1) Any income received from the second job will be considered Current Weekly Income only to the extent that it exceeds the average weekly income received from that job during the six-month period immediately prior to becoming Disabled.
- 2) If the Person has worked for the second employer less than six months, the income will be averaged for the total number of months he was employed.

If a Person receives Current Weekly Income in a Lump Sum, the Lump Sum Payment provision will apply.

## SECTION 2 - DEFINITIONS

DATE OF HIRE means the first day the Employee is Actively At Work in an eligible class for the Participating Unit as shown on the Subscription Agreement.

DISABILITY and DISABLED mean Total Disability and Totally Disabled and Partial Disability and Partially Disabled.

Any Disability will be considered the result of Sickness unless the Disability occurs as a result of an Injury and treatment begins within 30 days of the Injury.

DOMESTIC PARTNER means an adult of the same or opposite sex who has an emotional physical and financial relationship with the Person, similar to that of a Spouse, as evidenced by the following facts, based on documents furnished by the Person:

- 1) the Person and the Domestic Partner share financial responsibility for a joint household and intend to continue an exclusive relationship indefinitely;
- 2) the Person and the Domestic Partner each are at least eighteen (18) years of age;
- 3) the Person and the Domestic Partner are both mentally competent to enter into a binding contract;
- 4) the Person and the Domestic Partner share a residence and have done so for at least 12 months;
- 5) neither the Person nor the Domestic Partner are married to or legally separated from any one else;
- 6) the Person and the Domestic Partner are not related to one another by blood closer than would bar marriage; and
- 7) neither the Person nor the Domestic Partner is a domestic partner of anyone else.

DUE DATE means the first day of the Coverage Month for which the premium is payable.

ELIGIBILITY DATE means the date that an Employee, in an eligible class as shown on the Schedule of Benefits, has satisfied his Waiting Period and first becomes eligible for insurance under the policy.

ELIMINATION PERIOD means a period of consecutive days of Disability for which no benefit is payable. The Elimination Period begins on the first day of Disability.

EMPLOYEE means any individual who is a full-time employee (or proprietor, partner, or corporate officer) of the Participating Unit:

- 1) whose employment with the Participating Unit constitutes his principal occupation;
- 2) who works at that occupation a minimum number of hours shown on the Schedule Of Benefits;
- 3) who is working at the Participating Unit's regular place of business which may include an alternative worksite if approved by the Participating Unit and AUL;
- 4) who is not a part-time, temporary, or seasonal employee;
- 5) who is authorized to work in the United States under applicable state and federal laws; and
- 6) if approved by AUL:
  - a) who legally works and resides in Canada;
  - b) who legally works in the United States and resides in Canada; or
  - c) who legally works in Canada and resides in the United States.

## SECTION 2 - DEFINITIONS

**EVIDENCE OF INSURABILITY** means a statement or proof of an Employee's medical history upon which acceptance for insurance will be determined by AUL.

**FAMILY SOCIAL SECURITY BENEFITS** means benefits which the Person and/or his spouse, or Child(ren) are entitled to receive as a result of the Person's eligibility for disability insurance benefits or old age insurance benefits through the Federal Social Security Administration.

**GROSS WEEKLY BENEFIT** means the Person's Weekly Benefit, before any reductions for Other Income Benefits.

**GUARANTEED ISSUE AMOUNT** means the amount of coverage that does not require Evidence Of Insurability. This amount is shown on the Schedule Of Benefits.

**INDIVIDUAL REINSTATEMENT** means that Personal Insurance that has been terminated due to cessation of Active Work may be reinstated in accordance with Section 5A of the policy.

**INJURY** means bodily injury resulting directly from an accident and that occurs independently of all other causes while the Person is insured under the policy. This includes all other conditions related to the same Injury sustained by a Person while insured under the policy.

**MALE PRONOUN** whenever used includes the female.

**MATERIAL AND SUBSTANTIAL DUTIES** means duties that:

- 1) are normally required for the performance of a Person's Regular Occupation; and
- 2) cannot be reasonably omitted or modified, except that if the Person is required to work on average in excess of 40 hours per week, AUL will consider the Person able to perform that requirement if he has the capacity to work 40 hours per week.

**MAXIMUM BENEFIT DURATION** means the maximum period of time that benefits will be payable for Disability. This period of time is stated on the Schedule Of Benefits.

**MAXIMUM CAPACITY** means, based on the Person's restrictions and limitations, the greatest extent of work the Person is able to do in his Regular Occupation.

**MAXIMUM WEEKLY BENEFIT** means the maximum amount of benefit payable to a Person on a weekly basis as stated on the Schedule Of Benefits.

**MENTAL ILLNESS** 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 abuse 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.

**NON-CONTRIBUTORY INSURANCE** means insurance for which the Person pays none of the premium.

## SECTION 2 - DEFINITIONS

OTHER INCOME BENEFITS means those benefits set out below which the Person, his spouse, or Child(ren) are entitled to receive. It includes any benefit for which they are eligible, or that is paid to them or a Third Party on their behalf, including:

- 1) disability income benefits, including any damages or settlements made in place of such benefits (whether or not liability is admitted) under:
  - a) a Third Party (after subtracting attorney's fees) by judgment, settlement or otherwise not to exceed 50% of the net settlement;
  - b) state compulsory benefit law, including any state disability income benefit law or similar law;
  - c) disability benefits from the Veteran's Administration, or any other foreign or domestic governmental agency, that begin after a Person becomes Disabled. This includes the amount of any increase in a benefit that a Person was receiving prior to becoming Disabled if the increase is attributed to the same disability for which the Person is currently receiving a Weekly Benefit under the policy;
  - d) any other similar act or law; and
- 2) any disability income benefit for which the Person is eligible under any other employee welfare benefit plan, or arrangement of coverage, whether insured or not, as a result of the Person's employment with the Participating Unit. However, when the Person's Basic Weekly Earnings exceed his Covered Weekly Earnings, the Weekly Benefit will not be reduced by such income unless when combined with the Other Income Benefits the total exceeds 80% of Basic Weekly Earnings. If it does, the Weekly Benefit will be reduced by the amount that is in excess of 80% of the Basic Weekly Earnings; and
- 3) any disability income or retirement benefit that has been received or is eligible to be received from:
  - a) the Social Security Administration or any similar law, plan or act, including the initial enactment and all amendments;
  - b) the Canada Pension Plan;
  - c) the Quebec Pension Plan;
  - d) the Railroad Retirement Act; or
  - e) any other state, provincial or local government act or law or any other similar act or law provided in any jurisdiction; and
- 4) any Current Weekly Income.

## SECTION 2 - DEFINITIONS

The following items are NOT considered Other Income Benefits and will not be deducted from the Gross Weekly Benefit payable to the Person:

- 1) profit sharing plans;
- 2) thrift or savings plans;
- 3) Individual Retirement Accounts (IRA) or Roth IRAs, funded wholly by the Person's contribution;
- 4) tax sheltered annuities (TSA);
- 5) stock ownership plans (ESOP);
- 6) nonqualified deferred compensation plans;
- 7) Keogh, 401(k) or 403(b) plans;
- 8) Veteran Administration Benefits except those benefits that are a result of the same Disability for which a Weekly Benefit is payable under the policy;
- 9) credit disability insurance;
- 10) pension plans for partners;
- 11) individual disability policy paid for by the Person that is not sponsored by the Participating Unit;
- 12) a retirement plan from another employer; and
- 13) no-fault automobile insurance plans.

## SECTION 2 - DEFINITIONS

PARTIAL DISABILITY and PARTIALLY DISABLED means that because of Injury or Sickness:

- 1) the Person cannot perform the Material and Substantial duties of his Regular Occupation on a full-time basis, but:
  - a) is performing at least one of the Material and Substantial duties of his Regular Occupation, or another occupation, on a part or full-time basis;
  - b) his Current Weekly Income is less than 80% of his Pre-Disability Earnings due to the same Injury or Sickness that caused his Disability; and
  - c) he is under the Regular Attendance of a Physician for that Injury or Sickness.

If the Person's Regular Occupation requires a license, loss of this license for any reason does not in itself constitute Partial Disability.

PARTICIPATING UNIT means any sole proprietorship, partnership, corporation, limited liability company, limited liability partnership, firm, school district, individual school, or other instrumentality of a state or political subdivision thereof, which has been approved by AUL and added by amendment to the policy. An entity that is subsidiary to or affiliated with the Participating Unit as defined below is eligible for coverage under the policy if it is shown on the Subscription Agreement or later added by amendment to the policy.

A subsidiary may be included in this definition when the Participating Unit owns more than 50% of the voting stock of the subsidiary corporation.

An affiliate may be included in this definition when the corporation, limited liability company, proprietorship, or partnership is under common control with the Participating Unit through stock ownership, contract, common officers, or otherwise.

The Participating Unit is liable for all premiums due for a subsidiary and affiliate during any period of time the subsidiary and/or affiliate are insured under the policy. Any notice given to the Participating Unit by AUL shall be considered notice given to the subsidiary and/or affiliate.

PARTICIPATING UNIT'S EFFECTIVE DATE means the date on which coverage is effective for the Participating Unit under the policy, as determined by AUL.

PERSON means an Employee who has met the requirements of the ELIGIBILITY and INDIVIDUAL EFFECTIVE DATE section of the policy.

PERSONAL INSURANCE means the insurance provided under the policy for an insured Person.

PHYSICIAN means a qualified, licensed doctor of medicine or osteopathy, and any other licensed health care provider that state law requires be recognized as a Physician, and practicing within the scope of his license and applicable law. Physician does not include a Physician employed by the Participating Unit, the Person, or anyone related by blood or marriage to the Person.



## SECTION 2 - DEFINITIONS

PRE-DISABILITY EARNINGS means the Person's Basic Weekly Earnings in effect immediately prior to his date of Disability.

PRIOR PLAN means the Participating Unit's plan of short term disability insurance which terminated on the day immediately before the Participating Unit's Effective Date of coverage under the policy.

REGULAR ATTENDANCE means that the Person:

- 1) personally visits a Physician as medically required according to standard medical practice, to effectively manage and treat the Person's Disability;
- 2) is receiving the most appropriate treatment and care that will maximize his medical improvement and aid in his return to work; and
- 3) is receiving care by a Physician whose specialty or clinical experience is appropriate for the Disability.

REGULAR OCCUPATION means a Person's occupation as it is recognized in the general workplace and according to industry standards. A Person's occupation does not mean the specific job tasks a Person does for a Participating Unit or at a specific location. For Physicians "Regular Occupation" means the area in the practice of medicine that they were practicing immediately prior to the date Disability started. For attorneys "Regular Occupation" means the practice of law as defined under applicable laws.

SALARY CONTINUANCE means any payments to a Person, by the Participating Unit, of all or part of his Basic Weekly Earnings after he becomes Disabled.

SICKNESS means illness, bodily disorder or disease, Mental Illness, normal pregnancy and complications of pregnancy. Complications of pregnancy are defined as concurrent disease or abnormal conditions significantly effecting the usual medical management of pregnancy. A non-elective cesarean section is considered a complication of pregnancy.

## SECTION 2 - DEFINITIONS

**SOCIAL SECURITY** means the United States Social Security Act or any similar law, plan, or act including the initial enactment and all amendments.

**SPOUSE** means an individual who is legally married to, or a Domestic Partner of, the Person.

**THIRD PARTY** means an individual, entity, or insurance company other than AUL.

**TOTAL DISABILITY** and **TOTALLY DISABLED** mean that because of Injury or Sickness:

- 1) the Person cannot perform the Material and Substantial duties of his Regular Occupation;
- 2) the Person is not working;
- 3) the Person is not Partially Disabled; and
- 4) the Person is under the Regular Attendance of a Physician for that Injury or Sickness (unless the Person has reached his maximum point of recovery).

Any Disability will be considered the result of Sickness unless the Disability occurs as a result of an Injury and treatment begins within 30 days of the Injury.

If the Person's Regular Occupation requires a license, loss of this license for any reason does not in itself constitute Disability.

**WAITING PERIOD** means the period of days, starting on the Date of Hire, that an Employee must be continuously Actively at Work while in an eligible class. Initial Employees will be given credit for time served under the Participating Unit's prior carrier if the policy replaced the same type of coverage an Employee had with the prior carrier. The Waiting Period is stated in the Schedule Of Benefits.

**WEEKLY BENEFIT** means the amount payable weekly by AUL to the Disabled Person. It is the Gross Weekly Benefit, reduced by Other Income Benefits.

### SECTION 3 - ELIGIBILITY AND INDIVIDUAL EFFECTIVE DATE

INITIAL EMPLOYEE: This is an eligible Employee who is Actively At Work and has completed the Waiting Period for Initial Employees before the Participating Unit's original Effective Date.

NEW EMPLOYEE: This is an eligible Employee who was Actively At Work before the Participating Unit's original Effective Date, but did not complete the Waiting Period for an Initial Employee prior to that date. It also refers to an eligible Employee who has completed the Waiting Period for New Employees and was Actively At Work on or after the Participating Unit's original Effective Date.

ELIGIBILITY DATE: An Employee who is in an eligible class as shown on the Schedule of Benefits and has satisfied his Waiting Period becomes eligible for Personal Insurance under the policy on:

- 1) *Initial Employees*: the Participating Unit's original Effective Date of coverage under the policy;
- 2) *New Employees*: immediately following completion of the Waiting Period as shown on the Schedule of Benefits.

INDIVIDUAL EFFECTIVE DATE OF INSURANCE: This means the date an Employee's Personal Insurance becomes effective under the policy. This date only applies to the Maximum Weekly Benefit amount less than or equal to the Guaranteed Issue Amount shown on the most recent Schedule of Benefits for the Person's class and will be the Eligibility Date.

If an Employee is not Actively At Work on the date insurance would otherwise become effective, the Individual Effective Date of Insurance is the date the Employee returns to full-time Active Work.

AMOUNTS IN EXCESS OF THE GUARANTEED ISSUE AMOUNT: Any portion of the Maximum Weekly Benefit that exceeds the Guaranteed Issue Amount will require Evidence of Insurability, satisfactory and without expense to AUL. If the excess portion is approved, the effective date for that portion will be named by AUL. If the excess portion is not approved by AUL, the Maximum Weekly Benefit will be an amount equal to the Guaranteed Issue Amount shown on the Schedule of Benefits.

## **SECTION 4 - CHANGES IN INSURANCE**

The effective date of any change for the Person is:

- 1) the date the request for change is approved by AUL, if the approval date is the first day of a Coverage Month; or
- 2) the first day of the next Coverage Month, if the request for change is approved after the first day of a Coverage Month.

If the Person is not Actively At Work on the effective date of change, the Person becomes eligible for the change on the first day that the Person returns to Active Work.

If the change is an increase of \$200 or more in the Maximum Weekly Benefit, the provision entitled PRE-EXISTING CONDITION EXCLUSION ON AN INCREASED MAXIMUM WEEKLY BENEFIT as shown in Section 9 "EXCLUSIONS" will apply to the increased amount.

## SECTION 5 - TERMINATIONS

INDIVIDUAL TERMINATIONS: A Person will cease to be insured on the EARLIEST of the following dates:

- 1) the date the policy or the Participating Unit's coverage under the policy terminates;
- 2) the date the Person is no longer in an eligible class;
- 3) the date the Person's class, as shown on the Schedule Of Benefits, is no longer insured under the policy;
- 4) the last day for which any required employee contribution has been made;
- 5) the date the Person requests termination, but not prior to the date of the request;
- 6) the date employment terminates. **Cessation of Active Work will be deemed termination of employment.**

However, Personal Insurance will be continued for a Person:

- a) during the Elimination Period; or
- b) during the period the Person is eligible to receive a Weekly Benefit; or
- c) during any temporary leave of absence according to the appropriate Continuation of Personal Insurance benefit if premiums continue to be paid during the leave, and the benefit was elected by the Participating Unit, shown on the Schedule of Benefits and approved by AUL; and
- d) to the end of the Coverage Month following the month that a Person is temporarily laid off as long as premiums continue to be paid, if coverage during a temporary layoff was requested by the Participating Unit on the Subscription Agreement and approved by AUL.

TERMINATION OF A PARTICIPATING UNIT: Insurance for a Participating Unit ceases on the EARLIEST of the following dates:

- 1) the date the Participating Unit no longer meets the definition of a Participating Unit;
- 2) the date the Participating Unit ceases active business operations or is placed in bankruptcy or receivership;
- 3) the date the Participating Unit loses its entity by means of dissolution, merger, or otherwise;
- 4) the date the Participating Unit is eliminated as a Participating Unit by an amendment to or change in the policy;
- 5) the date ending the Coverage Month for which the last premium payment is made for the Participating Unit's insurance;
- 6) at the end of a Coverage Month, provided that AUL has given at least 45 calendar days prior written notice to the Participating Unit; or
- 7) at the end of a Coverage Month, if the Participating Unit has given AUL at least 31 calendar days prior written notice.

If a Person's insurance is terminated due to the termination of a Participating Unit, the Person's rights under the policy are determined as if the policy had terminated on the date the Participating Unit's coverage terminated.

If coverage for a Participating Unit terminates, the Participating Unit will be liable to AUL for all unpaid premiums for the period during which the coverage was in force.

## SECTION 5 - TERMINATIONS

TERMINATION OF THE POLICY: AUL may terminate the policy at the end of any policy month by giving at least 45 days prior notice to the Policyholder.

Termination of the policy, or termination of coverage for a Participating Unit, under any conditions will be without prejudice to any claim incurred prior to termination.

EXTENDED BENEFIT: If the Person is Disabled on the date of termination of insurance, AUL will pay benefits for Disability:

- 1) after the Elimination Period has been met, if the Person is not already receiving a Weekly Benefit;
- 2) during the uninterrupted continuance of the same period of Disability; and
- 3) subject to the provisions and benefits of the policy as elected by the Participating Unit.

Benefits will be extended to the EARLIEST of the following:

- 1) the date Current Weekly Income received from any occupation or employment equals or exceeds 80% of the Pre-Disability Earnings;
- 2) the date the Person ceases to be Totally Disabled;
- 3) the date the Person dies;
- 4) the date ending the Maximum Benefit Duration as shown on the Schedule Of Benefits;
- 5) the date the Person fails to give AUL required proof of Disability or information required to determine if any benefits are owed under the policy;
- 6) the date the Person refuses to allow an examination requested by AUL;
- 7) the date the Person is no longer under the Regular Attendance and care of a Physician unless the Physician certifies that the Person has reached his maximum point of recovery and is still disabled according to the provisions of this policy;
- 8) the date the Person refuses to provide information to AUL to verify the Person's Current Weekly Income; or
- 9) the date the Person leaves the United States or Canada and establishes his residence in any other country. A Person will be considered to reside outside these countries when the Person has been outside the United States or Canada for a total period of 6 months or more during any 12 consecutive months of benefits.

### FIDUCIARY NOTICE

**UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, PRINCIPAL, AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP HEALTH OR LIFE INSURANCE OR GROUP HEALTH PLAN PREMIUMS SHALL: (1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP HEALTH OR LIFE INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSONS INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT, AND (2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY A WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. THIS WRITTEN NOTICE MUST ALSO CONTAIN A NOTICE TO ALL PERSONS COVERED BY THE GROUP POLICY OF THEIR RIGHTS TO HEALTH INSURANCE CONVERSION POLICIES UNDER ARTICLE 53 OF CHAPTER 58 OF THE GENERAL STATUTES AND THEIR RIGHTS TO PURCHASE INDIVIDUAL POLICIES UNDER THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT AND UNDER ARTICLE 68 OF CHAPTER 58 OF THE GENERAL STATUTES, VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.**

## SECTION 5A - INDIVIDUAL REINSTATEMENT

INDIVIDUAL REINSTATEMENT: If Personal Insurance terminates under the policy due to cessation of Active Work for the Participating Unit, it may be reinstated subject to the terms of this Section. Individual Reinstatement must be requested during the 31-day period immediately following return to Active Work for the Participating Unit in accordance with the terms stated in this provision. Individual Reinstatement will be to the same eligible class that the Employee belonged to immediately prior to his termination. AUL may require Evidence of Insurability if reinstatement is requested to an eligible class that differs from the coverage the Employee had with the Participating Unit immediately prior to his cessation of Active Work. Reinstatement is subject to payment of required premiums and that the Participating Unit is currently insured by AUL under the policy.

In addition to the above requirements, the following also applies:

- 1) If an Employee returns to Active Work within 30 days (consecutive calendar days) of his Individual Termination date and requests Individual Reinstatement:
  - a) Personal Insurance will become effective immediately upon the date of request for Individual Reinstatement.
  - b) Evidence of Insurability will not be required for Individual Reinstatement to the same coverage amounts and eligible class held by the Employee under the policy immediately prior to cessation of Active Work.
  - c) Credit will be given towards satisfaction of the eligibility Waiting Period and of the Pre-Existing Condition exclusion or limitation period the Person previously served under the policy. However, any days accumulated during the period of lapse in coverage will not be credited. The original Individual Effective Date of Insurance will be used when applying the eligibility Waiting Period and the Pre-Existing Condition exclusion or limitation period
- 2) If an Employee returns to Active Work more than the number of consecutive calendar days, shown in 1) above, after his Individual Termination date and requests Individual Reinstatement:
  - a) The Employee will be considered a New Employee and subject to the terms of the policy.
  - b) Eligibility for Personal Insurance, Enrollment and his Individual Effective Date Of Insurance will be determined as stated in the policy.
  - c) The Waiting Period and Pre-Existing Condition exclusion or limitation period will start anew. The Individual Reinstatement date will be used when applying the Pre-Existing Condition exclusion or limitation period.
- 3) If Personal Insurance terminates because of a leave under the Federal Family and Medical Leave Act (FMLA), or applicable state law, approved by the Participating Unit and the Employee returns to full-time Active Work immediately following the end of the leave:
  - a) Personal Insurance will become effective immediately upon the date of request for Individual Reinstatement.
  - b) Credit will be given towards satisfaction of the Pre-Existing Condition exclusion or limitation period previously served under the policy, however, the days accumulated during the period of lapse in coverage will not be credited. The original Individual Effective Date of Insurance will be used when applying the Pre-Existing Condition exclusion or limitation period.
  - c) Evidence of Insurability will not be required for Individual Reinstatement to the same coverage amounts and eligible class that the Employee would have been entitled to prior to the leave.
- 4) If Personal Insurance terminates because a Person becomes a full-time member of the armed forces of the United States and he returns to full-time Active Work, the Person's coverage may be reinstated in accordance with Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and applicable state law.

**SECTION 5B - CONTINUATION OF PERSONAL INSURANCE  
UNDER THE FAMILY AND MEDICAL LEAVE ACT**

CONTINUATION OF PERSONAL INSURANCE UNDER THE FAMILY AND MEDICAL LEAVE ACT. If the Participating Unit approves a leave of absence under the Federal Family and Medical Leave Act (FMLA), a Person's coverage under the policy will be continued as stated in this provision. Personal Insurance will continue while a Person's leave is covered under FMLA, until the end of the LATER of:

- 1) the leave period permitted under FMLA or
- 2) the leave period permitted by applicable state law.

Coverage continued under this Section is subject to the following requirements:

- 1) the Participating Unit has approved a Person's leave in writing as a leave taken under FMLA;
- 2) applicable premiums must continue to be paid to AUL in accordance with the policy (see Section 6 - Premium Payment); and
- 3) Basic Weekly Earnings will be the amount last reported to AUL in writing and in effect prior to the date the Person's family or medical leave began.

Continuation of Personal Insurance under this provision will cease on the earliest of the following:

- 1) the date a Person dies;
- 2) the date a Person's coverage terminates for nonpayment of premiums;
- 3) the date a Person begins full or part-time employment with another employer;
- 4) the date the policy, or the Participating Unit's coverage under the policy, terminates;
- 5) the date a Person notifies the Participating Unit that he will not be returning to Active Work;
- 6) the date a Person's class is no longer offered under the policy;
- 7) the date a Person no longer qualifies for an eligible class, as stated in the Schedule of Benefits;
- 8) the date a Person requests termination of coverage under the policy, but not prior to the date of request.

All terms and conditions of the policy will apply during the approved continuation period provided under this Section, unless otherwise stated. While Personal Insurance is being continued under this Section, the Person will be considered exempt from the requirements listed below:

- 1) the Actively At Work definition; and
- 2) the applicable number of hours needed to meet the requirement for full-time Employee, as stated in the Schedule of Benefits.

If the Participating Unit has approved more than one type of Leave of Absence for the Person during any one period, AUL will consider such leaves to be concurrent for the purpose of determining how long the Person's coverage may continue under the policy.



**SECTION 5C - CONTINUATION OF PERSONAL INSURANCE  
DURING A LEAVE OF ABSENCE AND TEMPORARY LAYOFF**

LEAVE OF ABSENCE references in this Section mean the Person is absent from Active Work for a temporary period of time that has been agreed to in advance in writing by the Participating Unit and includes temporary layoffs unless otherwise stated.

CONTINUATION OF PERSONAL INSURANCE WHILE TEMPORARILY LAID OFF. If the Participating Unit approves a Temporary Layoff, a Person's coverage under this policy will be continued to the end of the Coverage Month following the month in which the layoff begins, as long as premiums continue to be paid, subject to same requirement as a Leave of Absence.

CONTINUATION OF PERSONAL INSURANCE UNDER A LEAVE OF ABSENCE: If the Participating Unit approves a Leave of Absence, a Person's coverage under this policy will be continued to the end of the Coverage Month following the month that a Person begins a Leave of Absence, as long as premiums continue to be paid, subject to the following requirements:

- 1) the Participating Unit has approved a Person's Leave of Absence in writing;
- 2) applicable premiums must continue to be paid to AUL in accordance with this policy (see Section 6 - Premium Payment); and
- 3) Basic Weekly Earnings will be the amount last reported to AUL in writing and in effect prior to the date the Person's Leave of Absence began.

Continuation of Personal Insurance under this provision will cease on the EARLIEST of the following:

- 1) the date a Person dies;
- 2) the date a Person's coverage terminates for nonpayment of premiums;
- 3) the date a Person begins full or part-time employment with another employer;
- 4) the date this policy, or the Participating Unit's coverage under this policy, terminates;
- 5) the date a Person notifies the Participating Unit that he will not be returning to Active Work;
- 6) the date a Person's class is no longer offered under this policy;
- 7) the date a Person no longer qualifies for an eligible class, as stated in the subscription agreement;
- 8) the date a Person requests termination of coverage under this policy, but not prior to the date of request.

All terms and conditions of the policy will apply during the approved continuation period provided under this section, unless otherwise stated. While Personal Insurance is being continued under this Section, the Person will be considered exempt from the requirements listed below:

- 1) the Actively At Work definition; and
- 2) the applicable number of hours needed to meet the requirement for full-time Employee, as stated in the Subscription Agreement.

If the Participating Unit has approved more than one type of Leave of Absence for the Person during any one period, AUL will consider such leaves to be concurrent for the purpose of determining how long the Person's coverage may continue under the policy.

**SECTION 5D - CONTINUATION OF PERSONAL INSURANCE  
DURING A LEAVE OF ABSENCE FOR ACTIVE MILITARY SERVICE**

LEAVE OF ABSENCE means the Person is absent from Active Work for a temporary period of time that has been agreed to in advance in writing by the Participating Unit.

CONTINUATION OF PERSONAL INSURANCE DURING A LEAVE OF ABSENCE FOR ACTIVE MILITARY SERVICE: If the Person is on a leave of absence for active military service as described under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and applicable state law, the Person's coverage may be continued until the end of:

- 1) the length of time the coverage may be continued under the policy for an FMLA leave of absence; or
- 2) the length of time the coverage may be continued under the policy for a Leave of Absence other than an FMLA leave of absence.

Coverage continued under this Section is subject to the following requirements:

- 1) applicable premiums must continue to be paid to AUL in accordance with this policy (see Section 6 - Premium Payment); and
- 2) Basic Weekly Earnings will be the amount last reported to AUL in writing and in effect prior to the date the Person's Leave of Absence for active military service began.

Continuation of Personal Insurance under this provision will cease on the earliest of the following:

- 1) the date a Person dies;
- 2) the date a Person's coverage terminates for nonpayment of premiums;
- 3) the date a Person begins full or part-time employment with another employer;
- 4) the date this policy, or the Participating Unit's coverage under this policy, terminates;
- 5) the date a Person notifies the Participating Unit that he will not be returning to Active Work;
- 6) the date a Person's class is no longer offered under this policy;
- 7) the date a Person no longer qualifies for an eligible class, as stated in the subscription agreement; or
- 8) the date a Person requests termination of coverage under this policy, but not prior to the date of request.

All terms and conditions of this policy will apply during the approved continuation period provided under this section, unless otherwise stated. While Personal Insurance is being continued under this Section, the Person will be considered exempt from the requirements listed below:

- 1) the Actively At Work definition; and
- 2) the applicable number of hours needed to meet the requirement for full-time Employee, as stated in the Subscription Agreement.

If the Participating Unit has approved more than one type of Leave of Absence for the Person during any one period, AUL will consider such leaves to be concurrent for the purpose of determining how long the Person's coverage may continue under the policy.

## SECTION 6 - PREMIUM PAYMENT

**PREMIUM PAYMENTS:** The Participating Unit is responsible for properly and accurately remitting premium to AUL on or before the Due Date. All premiums will be calculated and paid in U.S. dollars. At the request of the Participating Unit and with AUL's written approval, the interval of premium payments may be changed. Payment of any premium does not maintain the insurance in force beyond the end of the period for which the premium has been paid, except as provided under the Grace Period provision. If coverage is Contributory Insurance, premium paid by the Person may be paid by means of payroll deduction administered by the Participating Unit. Overpayment of premium will not result in increases in any coverage amounts for the Participating Unit or Persons eligible for benefits under the policy.

Premiums for a Person's coverage under the policy shall be charged from the Person's Individual Effective Date of Insurance. Premium charges will cease on the Person's Individual Termination date. However, if the Person is Disabled on his Individual Termination date, and subsequently becomes eligible for the Extended Benefit, premium charges will continue until the date the Extended Benefit is terminated.

The above manner of charging premiums applies only to a Person's insurance that is terminating, but not to the termination of a Participating Unit. Each premium payment will include adjustments in past premiums for changes that have not previously been taken into account.

**PREMIUM RATES:** AUL reserves the right to change premium rates on any date:

- 1) after the Participating Unit's coverage has been in effect for 2 years (and adjusted no more often than once every 6 months thereafter, based on at least 12 months of experience), by giving prior written notice to the Participating Unit at least 45 days before the effective date of the change;
- 2) the eligibility and/or benefit provisions are changed;
- 3) the number of Persons insured through the Participating Unit changes by 25% or more; or
- 4) a subsidiary or affiliate is added to, or deleted from, the Participating Unit's coverage under the policy.

## SECTION 7 - GENERAL POLICY PROVISIONS

**AGENCY:** For all purposes of the policy, the Participating Unit acts on behalf of itself or as agent of the Person. Under no circumstances will the Participating Unit be deemed the agent of AUL without a written authorization.

**AMENDMENT AND CHANGES:** The policy may be amended in writing by mutual agreement between the Policyholder, the Participating Unit and AUL, without prejudice to any loss incurred prior to the effective date of the amendment. No change in the policy is valid until approved in writing by the Chief Executive Officer, President, or Secretary of AUL. No agent has the authority to change the policy or waive any of its provisions.

**ASSIGNMENT:** No assignment of any present or future right, or benefit under the policy will bind AUL without its prior written consent.

**CERTIFICATES:** AUL will issue a certificate for delivery by the Participating Unit to the insured Persons. The certificate will summarize a Person's coverage, from those available under the policy and will state:

- 1) the benefits provided; and
- 2) to whom the benefits are payable.

If there is any discrepancy between the provisions of any certificate and the provisions of the policy, the provisions of the policy will govern.

**CLERICAL ERROR:** Clerical error on the part of the Participating Unit or AUL will not invalidate insurance otherwise in force nor continue insurance otherwise terminated.

**CONFORMITY WITH STATE LAWS:** Any provision of the policy in conflict with the laws of the state in which it is delivered, is amended to conform to the minimum requirements of those laws.

**DATA AND RECORDS:** The Policyholder and Participating Unit must furnish all information that AUL reasonably requires. The Participating Unit must furnish all relevant information to AUL about Persons:

- 1) who qualify to become insured;
- 2) whose amounts of insurance or earnings change; and/or
- 3) whose insurance terminates.

At any reasonable time, AUL or its representatives shall have the right to inspect the records of the Policyholder or Participating Unit that, in the opinion of AUL, may have a bearing on the insurance coverage provided under the policy.

**DISCRETIONARY AUTHORITY:** Benefits under the policy will be paid only if AUL decides in its discretion that the applicant is entitled to them. Except for the functions the policy explicitly reserves to the Participating Unit or Trustee, AUL reserves the right to:

- 1) manage the policy and administer claims under it; and
- 2) interpret the provisions and resolve any questions arising under it.

AUL's authority includes, but is not limited to, the right to:

- 1) establish and enforce procedures for administering the policy and claims under it;
- 2) determine Employees' eligibility for insurance and entitlement to benefits;
- 3) determine what information AUL reasonably requires to make such decisions; and
- 4) resolve all matters when a claim review is requested.

Any decision that AUL makes, in the exercise of its authority, will be conclusive and final subject to any rights under Employee Retirement Income Security Act (ERISA). This provision applies only where the interpretation of the policy is governed by ERISA.

## SECTION 7 - GENERAL POLICY PROVISIONS

**ENTIRE CONTRACT:** The policy and the applications of the individuals, the Participating Units, and the Policyholder constitute the entire contract.

**GRACE PERIOD:** If the Participating Unit or AUL does not give notice in writing that coverage under the policy is to be terminated, a grace period of 31 days will be granted for the payment of any premium falling due after the first premium. During the grace period, the Participating Unit's coverage under the policy will continue in force but will automatically terminate on the last day of the grace period. The Participating Unit is liable to AUL for payment of premium for the days of grace during which the Participating Unit's coverage under the policy remains in force. AUL is not obligated to pay claims incurred during the grace period until the premium due is received.

**INSURANCE FRAUD:** AUL wants to ensure that its customers do not incur additional insurance costs as a result of the act of insurance fraud. Applicable state laws require AUL to undertake measures to detect, investigate and prosecute fraud.

Anyone that knowingly completes an application for insurance or statement of claim containing any materially false information or facts, with the intent to deceive, conceal or mislead is committing a fraudulent insurance act. This is a crime and may subject such Persons to criminal and civil penalties.

**MISSTATEMENT OF FACTS:** If the age, or any other fact that affects the benefits for a Person or Participating Unit has been misstated, the benefits will be payable based on the true facts. Premium adjustment will be made so that AUL will receive the actual premium required based on the true facts.

**RELATIONSHIP:** AUL and the Participating Unit are, and will remain, independent contractors. Nothing in the policy shall be construed as making the parties joint venturers or as creating a relationship of employer and employee, master and servant or principal and agent. Neither party has any power, right or authority to bind the other or to assume or create any obligation or responsibility on behalf of the other. AUL and the Participating Units each retain exclusive control of their time and methods to perform their respective duties. AUL and any Participating Unit will employ, pay and supervise their own employees and pay their own expenses during a Participating Unit's coverage under the policy.

### STATEMENTS MADE IN AN APPLICATION

All statements made by the Policyholder, the Participating Unit, or insured Persons shall be deemed representations and not warranties. No such statements will be used to reduce or deny any claim or to cancel the Person's coverage unless:

- 1) the statement is in writing; and
- 2) a copy of that statement is given to the Person or his Eligible Survivor.

**TIME LIMIT ON CERTAIN DEFENSES:** Except in the case of fraud, no statement made by the Person relating to his insurability will be used to contest the insurance for which the statement was made after the coverage has been in force for two years.

**WORKER'S COMPENSATION AND WORKMEN'S COMPENSATION NOT AFFECTED:** The policy is not in lieu of, and does not affect any requirement for coverage by Worker's or Workmen's Compensation Insurance.

## 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 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 one of its claims offices.

**CLAIM FORMS FOR PROOF OF LOSS:** Upon receipt of the Initial Notice of Disability, AUL will furnish the Participating Unit with any necessary claim forms to give to the Person. These forms must be properly, accurately and truthfully completed and returned to AUL. 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) claimant's name;
- 2) Employer's name and address;
- 3) Group number;
- 4) the date Disability started;
- 5) the cause of Disability; and
- 6) the nature and extent of the Disability.

The initial claim form or proof of Disability must be signed by a Physician and sent to AUL within 180 calendar days following the Elimination Period. If it is not possible to give proof within these limits, it must be given as soon as reasonably possible thereafter. 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 the policy. These subsequent claim forms and requests for information must be returned to AUL within 30 days after the Person receives them.

**PHYSICAL EXAMINATION:** AUL, at its own expense, has the right to have a Person examined 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.

**LEGAL ACTION:** No legal action may be brought to obtain benefits under this policy:

- 1) for at least 60 days after proof of loss has been furnished; or
- 2) before any denial or reduction of benefits by AUL has been appealed properly in writing; or
- 3) beyond the three (3) years from the time proof of loss is required to be given.

**TIME OF PAYMENT OF CLAIMS:** When AUL receives a claim form or proof of Disability, benefits payable under the 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 \$1,000 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:** If a Person wishes to appeal AUL's decision, 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. Section 2560.503-1. AUL's review will take into account all 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. Section 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. Section 2560.503-1.

**ARBITRATION:** Any controversy or claim arising out of or relating to the policy, the sale or solicitation of the policy, or its breach thereof whether in tort, contract, breach of duty (including but not limited to) any alleged fiduciary, good faith and fair dealing duties, shall be decided by arbitration in accordance with the Federal Arbitration Act, the procedures of the commercial arbitration rules of the American Arbitration Association, and this agreement. The Court of Arbitrators, which is to be held in the county seat where the insured resides, shall consist of three (3) arbitrators familiar with employee welfare benefit plans. The selection of the arbitrators shall be conducted within thirty (30) days after proper service of a demand for arbitration. One of the arbitrators shall be appointed by AUL, one by the insured, and the third shall be selected by the first two appointees prior to the beginning of arbitration. Should the two arbitrators be unable to agree upon the choice of a third, the appointment shall be left to the President or any Vice President of the American Arbitration Association. The arbitrators shall decide by a majority of votes, the award shall be in writing, the decision shall be signed by a majority of the arbitrators, and they shall include a statement regarding the reasons for the disposition of any claim. Judgment on the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The parties are not precluded from challenging the decision under the Federal Arbitration Act or applicable law. Unless not allowed under applicable law, each party shall bear the expense of its own attorney and arbitrator, and shall share equally with the other party the expenses of the third arbitrator and of the arbitration.

The parties agree that AUL is engaged in interstate commerce, and the transaction is governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16.

Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the other with copies of documents relevant to the issues raised by any claim or counterclaim on which the producing party may rely in support of or in opposition to any claim or defense. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the arbitrator(s), which determination shall be conclusive. All discovery shall be completed within sixty (60) days following the appointment of the arbitrator(s) or longer following mutual agreement by the parties.

This Arbitration provision does not prohibit a Person from seeking a jury trial if they are not in agreement with the final decision reached through arbitration.

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

**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 this policy until full reimbursement is made, and
- 2) recover such overpayments from the Person, from his beneficiary, or 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.



## **SECTION 8 - INSURING PROVISIONS**

**WEEKLY BENEFIT FOR TOTAL DISABILITY:** AUL will pay Disability benefits, according to the policy, if a Person becomes Disabled while insured under the policy. When AUL receives proof that a Person is Totally Disabled due to Sickness or Injury and requires the Regular Attendance and care of a Physician (unless the Person has reached their maximum point of recovery), AUL will pay the Person a Weekly Benefit after he satisfies the Elimination Period.

The Weekly Benefit will be paid as long as Total Disability continues, provided that proof of continued Total Disability is submitted to AUL upon request, and the Person is under the Regular Attendance and care of a Physician (unless the Person has reached their maximum point of recovery). The proof must be submitted at the Person's expense.

The Weekly Benefit will not exceed the Person's Maximum Weekly Benefit, nor will it be payable for longer than the Maximum Benefit Duration shown on the Schedule Of Benefits. Weekly Benefits will not be paid during any period that a Person is incarcerated in a penal or correctional institution.

**PRORATING OF THE WEEKLY BENEFIT:** The Weekly Benefit payable for periods of Total Disability less than a full week's duration will be a proportionate amount for each day. The Weekly Benefit will be paid on a pro-rata basis at the rate of 1/7 per day for any period of Total Disability less than one week.

**REDUCTIONS TO THE GROSS WEEKLY BENEFIT:** The Gross Weekly Benefit will be reduced by Other Income Benefits as defined in Section 2 of this certificate

**COST OF LIVING ADJUSTMENT FREEZE:** Cost Of Living Increase means any annual increase reasonably related to the annual increase in any generally recognized cost of living measurement that applies to all Persons entitled to receive such benefits. If the Person receives a Cost Of Living Increase with regard to Other Income Benefits after the date benefits actually become payable under the policy, the Weekly Benefit will not be further reduced by such Cost Of Living Increase.

**MINIMUM WEEKLY BENEFIT:** While a Weekly Benefit is payable under the policy, the amount of Weekly Benefit shall not be less than the Minimum Weekly Benefit shown on the Schedule Of Benefits.

## SECTION 8 - INSURING PROVISIONS

TERMINATION OF THE WEEKLY BENEFIT: The Weekly Benefit for Disability will continue until the EARLIEST of the date:

- 1) Current Weekly Income from any occupation or employment equal or exceed 80% of the Pre-Disability Earnings;
- 2) the Person ceases to be Disabled;
- 3) the Person dies;
- 4) the Maximum Benefit Duration shown on the Schedule Of Benefits is completed;
- 5) the Person fails to give AUL required proof of Disability or information required to determine if benefits are owed under the policy;
- 6) the Person refuses to allow an examination requested by AUL;
- 7) the Person is no longer under the Regular Attendance and continuing care of a Physician (unless the Person has reached his maximum point of recovery);
- 8) the Person refuses to provide any evidence required by AUL to verify the Person's Current Weekly Income; or
- 9) the Person leaves the United States or Canada and establishes his residence in any other country. A Person will be considered to reside outside these countries when the Person has been outside the United States or Canada for a total period of 6 months or more during any 12 consecutive months of benefits.

RECURRENT DISABILITY: If, after a period of Disability for which benefits are payable, the Person resumes his Regular Occupation on a full-time basis and performs each Material and Substantial duty of that occupation for a period of 30 consecutive days of full-time Active Work, any recurrent Disability will be part of a new period of Disability and a new Elimination Period must be completed before the Weekly Benefit is payable.

If the Person resumes his Regular Occupation on a full-time basis and performs each Material and Substantial duty of that occupation for less than 30 consecutive days of full-time Active Work, the recurrent Disability will be considered part of the prior Disability. The recurrent Disability must be the direct result of the Injury or Sickness that caused the prior Disability. The Person is not required to complete a new Elimination Period. Benefit payments will be subject to the terms of the policy for the prior Disability. The Weekly Benefit will be based on the amount of Basic Weekly Earnings in effect immediately prior to the original Elimination Period.

The Recurrent Disability provision in this Section is only applicable as long as the Participating Unit's coverage remains in force with AUL.

## SECTION 8 - INSURING PROVISIONS

**RESIDUAL BENEFIT:** The Elimination Period can be met using Total Disability, Partial Disability, or a combination of both. Vacation pay, salary continuation and/or sick leave pay will not be considered Current Weekly Income during the Elimination Period under this benefit.

**PRESUMPTIVE DISABILITY:** When a Person is Disabled and his Current Weekly Income is 20% or less than his Basic Weekly Earnings in his regular or another occupation, AUL will not reduce the Weekly Benefit by the Current Weekly Income.

**WEEKLY BENEFIT FOR PARTIAL DISABILITY:** When proof is received that a Person is Partially Disabled, the Partial Disability benefit will apply. Benefits are paid following completion of the Elimination Period. Partial Disability must be the direct result of the Injury or Sickness that caused the period of Total Disability immediately preceding it.

**PARTIAL DISABILITY BENEFIT:** The benefit for Partial Disability will be calculated as follows:  $a \times b \times 70\%$

- a = Basic Weekly Earnings less income from earnings and Other Income Benefits received while Partially Disabled
- b = The Gross Weekly Benefit divided by the benefit percentage stated in the Schedule of Benefits divided by the Basic Weekly Earnings.

Benefits for Partial Disability will never exceed the Person's Maximum Weekly Benefit, nor be less than the Minimum Weekly Benefit as shown on the Schedule of Benefits page.

**TERMINATION OF THE WEEKLY BENEFIT FOR PARTIAL DISABILITY:** The Weekly Benefit for Partial Disability will continue until the EARLIEST of the date:

- 1) Current Weekly Income from any occupation or employment equal or exceed 80% of the Pre-Disability Earnings;
- 2) the Person ceases to be Partially Disabled;
- 3) the Person dies;
- 4) the Maximum Benefit Duration shown on the Schedule Of Benefits is completed;
- 5) the Person fails to give AUL required proof of Disability or information required to determine if benefits are owed under the policy;
- 6) the Person refuses to allow an examination requested by AUL;
- 7) the Person is no longer under the Regular Attendance and continuing care of a Physician unless the Physician certifies that the Person has reached his maximum point of recovery and is still Disabled according to the provisions of this certificate;
- 8) the Person refuses to provide any evidence required by AUL to verify the Person's Currently Weekly Income; or
- 9) the Person leaves the United States or Canada and establishes his residence in any other country. A Person will be considered to reside outside these countries when the Person has been outside the United States or Canada for a total period of 6 months or more during any 12 consecutive months of benefits.

## **SECTION 8 - INSURING PROVISIONS**

**SOCIAL SECURITY APPLICATION ASSISTANCE.** When AUL determines that a Person is a likely candidate for Social Security Disability Insurance (SSDI), AUL may assist the Person with the application process for these benefits.

Upon written request, a representative from AUL's Group Claims Department may supply pertinent information to the Person about:

- 1) eligibility for SSDI benefits;
- 2) how to begin the application process;
- 3) how to submit an appeal;
- 4) guidelines established by the Social Security Administration for submitting appeals; and
- 5) names of organizations offering assistance.

## **SECTION 8 - INSURING PROVISIONS**

**LUMP SUM PAYMENTS:** If Other Income Benefits are paid in a lump sum, that sum will be prorated by AUL on a weekly basis over the period of time for which the sum is payable. If the projected period of time that a lump sum is intended to cover is not stated, the lump sum will be prorated over a period of 60 months.

**APPLICATION FOR OTHER INCOME BENEFITS:** If the Person is or becomes eligible for any Other Income Benefits as defined in the policy, he must:

- 1) apply for the Other Income Benefits; and
- 2) appeal any denial for the Other Income Benefits that appears unreasonable.

Until approval or denial of any Other Income Benefits for any Disability is determined, AUL will pay the Weekly Benefit after the Elimination Period, with no reduction for estimated benefits until the appropriate entity has reached a decision. When a decision is reached, the Person must send AUL a copy of the determination and reimburse AUL for any overpayment made as a result of that decision, regardless of whether or not the coverage is still in force on the date the Person recovers such amount.

Additionally, if an award is made, AUL will reduce the Weekly Benefit by the amount of the Other Income Benefits the Person received, in accordance with the terms of the policy.

## SECTION 9 - EXCLUSIONS

GENERAL EXCLUSIONS: Benefits are not payable for any Disability caused by, contributed to by, or resulting from:

- 1) participation in war or any act of war, declared or undeclared;
- 2) active participation in a riot;
- 3) attempted suicide, regardless of mental capacity;
- 4) attempted or actual self-inflicted bodily injury or self destruction, including but not limited to the voluntary inhaling or taking of:
  - a) a prescription drug in a manner other than as prescribed by a Physician;
  - b) any federal or state regulated substance in an unlawful manner;
  - c) non-prescription medicine in a manner other than as indicated in the printed instructions;
  - d) poison; and
  - e) toxic fumes;
- 5) commission of or attempt to commit a criminal act under relevant state law;
- 6) Cosmetic Surgery. However, Cosmetic Surgery will be covered when it is due to:
  - a) reconstructive surgery incidental to, or follows surgery resulting from, trauma, infection or other diseases of the involved part; or
  - b) congenital disease or anomaly that has resulted in a functional defect;
- 7) caused by a Person legally intoxicated as defined by the law of the jurisdiction in which the incident occurs;
- 8) that occurs while a Person is incarcerated in a penal or correctional institution;
- 9) participation in autoerotic asphyxiation;
- 10) elective surgery except when required for the Person's Regular Attendance as a result of the Person's Injury or Sickness;
- 11) traveling or flying on any aircraft operated by or under authority of military or any aircraft being used for experimental purposes; or
- 12) engaging in any illegal or fraudulent occupation, work, or employment; or
- 13) which is the result of Injury or Sickness due to employment, and for which benefits are payable by any type of worker's compensation law or any similar act or law, unless 24-hour Coverage is elected in the Subscription Agreement, and for which benefits are paid for services, compensation, or supplies for the treatment of an Occupational Injury or Sickness under the North Carolina Workers' Compensation Act, or any similar act or law, only to the extent such services, compensation, or supplies are the liability of the employee, employer or workers' compensation insurance carrier according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' Compensation Act.

## SECTION 10 - CONTINUITY OF COVERAGE

This section applies only when coverage under the policy replaces a Participating Unit's Prior Plan of short term disability insurance, which terminated on the day before the Participating Unit's Effective Date under the policy. This Section will apply only to Persons insured under the Participating Unit's Prior Plan on its termination date.

Continuity of Coverage will apply to a Person who would not get full coverage under the policy because of the failure of the Person to be Actively At Work due to Disability, or approved Leave of Absence, or temporary layoff on the Participating Unit's Effective Date of coverage under the policy.

### BENEFITS FOR A PERSON WHO FAILS TO BE ACTIVELY AT WORK DUE TO TOTAL DISABILITY:

The policy will cover, subject to proper premium payments, a Person who:

- 1) was insured under the Prior Plan on its termination date; and
- 2) is not Actively At Work due to Disability, or approved Leave of Absence, or temporary layoff on the Participating Unit's Effective Date of coverage under the policy.

Coverage under this provision will begin on the Participating Unit's Effective Date of coverage under the policy and will continue until the EARLIEST of:

- 1) the date the Person returns to Active Work; or
- 2) the end of any period of continuance or extension provided under the Prior Plan; or
- 3) the date coverage would otherwise end, according to the provisions of the AUL policy.

The benefits payable will be the same as the Prior Plan would have paid had coverage remained in force, less any amount for which the Prior Plan is liable.

This section of the Continuity of Coverage Provision does not establish eligibility for such a Person under the policy. Eligibility can only be met when the Person returns to full-time Active Work as described in the Eligibility and Individual Effective Date Section.

## **FIDUCIARY NOTICE**

Under North Carolina General Statute Section 58-50-40, no person, employer, principal, agent, trustee, or third party administrator, who is responsible for the payment of group health or life insurance or group health plan premiums, shall: (1) cause the cancellation or nonrenewal of group health or life insurance, hospital, medical, or dental service corporation plan, Multiple Employer Welfare Arrangement, or group health plan coverages and the consequential loss of the coverages of the persons insured, by willfully failing to pay those premiums in accordance with the terms of the insurance or plan contract, and (2) willfully fail to deliver, at least 45 days before the termination of those coverages, to all persons covered by the group policy a written notice of the person's intention to stop payment of premiums. This written notice must also contain a notice to all persons covered by the group contract of their rights to health insurance conversion policies under Article 53 of Chapter 58 of the General Statutes and their rights to purchase individual policies under the Federal Health Insurance Portability and Accountability Act and under Article 68 of Chapter 58 of the General Statutes. Violation of this law is a felony. Any person violating this law is also subject to a court order requiring the person to compensate persons insured for expenses or losses incurred as a result of the termination of the insurance.



NOTICE CONCERNING COVERAGE  
LIMITATIONS AND EXCLUSIONS UNDER THE NORTH CAROLINA LIFE  
AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the North Carolina Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted *in the box* below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The North Carolina Life and Health Insurance Guaranty association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in North Carolina. You should not rely on coverage by the North Carolina Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

**The North Carolina Life and Health Insurance Guaranty Association  
P.O. Box 10218  
Raleigh, North Carolina 27605**

**North Carolina Department of Insurance, Consumer Services Division  
1201 Mail Service Center  
Raleigh, NC 27699-1201**

The state law that provides for this safety-net coverage is called the North Carolina Life and Health Insurance Guaranty Association Act. *On the back of this page* is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the guaranty association.

## COVERAGE

Generally, individuals will be protected by the life and health insurance guaranty association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured person are protected as well, even if they live in another state.

## EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this association if:

- 1) they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside the state);
- 2) the insurer was not authorized to do business in this state;
- 3) their policy was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The association also does not provide coverage for:

- 1) any policy or portion of a policy which is not guaranteed by the insurer or for which the person has assumed the risk, such as a variable contract sold by prospectus;
- 2) any policy of reinsurance (unless an assumption certificate was issued);
- 3) interest rate yields that exceed an average rate specified in the law;
- 4) dividends;
- 5) experience or other credits given in connection with the administration of a policy by a group contractholder;
- 6) employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- 7) unallocated annuity contract (which give rights to group contractholders, not individuals), unless they fund a government lottery or a benefit plan of an employer, association or union, except that unallocated annuities issued to employee benefit plans protected by the Federal Pension Benefit Guaranty Corporation are not covered.

## LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the association is obligated to pay out as follows:

- 1) the guaranty association cannot pay out more than the insurance company would owe under the policy or contract;
- 2) except as provided in 4. and 5. below, the guaranty association will pay maximum of \$300,000 per individual, per insolvency, no matter the number of policies or types of policies issued by the insolvent company;
- 3) except as provided in 4. and 5. below, the guaranty association will pay an aggregate maximum of \$500,000 with respect to any one individual affected by multiple insolvencies;
- 4) the guaranty association will pay a maximum of \$1,000,000 with respect to any one structured settlement annuity contract holder;
- 5) the guaranty association will pay a maximum of \$5,000,000 to any one unallocated annuity contract holder.