# Beta Healthcare Group

## Your Group Short Term Disability Plan

Policy No. 920844 011

Underwritten by Unum Life Insurance Company of America

12/5/2022

# CERTIFICATE OF COVERAGE

Unum Life Insurance Company of America (referred to as Unum) welcomes **you** as a client.

This is your certificate of coverage as long as **you** are eligible for coverage and **you** become insured. **You** will want to read it carefully and keep it in a safe place.

Unum has written your certificate of coverage in plain English. However, a few terms and provisions are written as required by insurance law. If **you** have any questions about any of the terms and provisions, please consult Unum's claims paying office. Unum will assist **you** in any way to help **you** understand your benefits.

If the terms and provisions of the certificate of coverage (issued to **you**) are different from the policy (issued to the **Policyholder**), the policy will govern. Your coverage may be cancelled or changed in whole or in part under the terms and provisions of the policy.

The policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

For purposes of effective dates and ending dates under the group policy, all days begin at 12:01 a.m. and end at 12:00 midnight at the **Policyholder's** address.

**Policyholder's Name:** Beta Healthcare Group
**Policy Number:** 920844 011
**Policyholder's Original Plan Effective Date:** January 1, 2023
**Short Term Disability Plan:** January 1, 2023

Unum Life Insurance Company of America
2211 Congress Street
Portland, Maine 04122

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## SHORT TERM DISABILITY PLAN

This short term disability plan provides financial protection for **you** by paying a portion of your income while **you** are disabled. In some cases, **you** can receive disability payments even if **you** work while **you** are disabled. Your **disability** must begin while **you** are covered under the short term disability plan.

All terms **bolded** are defined in the **GLOSSARY** section.

**You** must write your name and the date **you** received this certificate in the space provided so that it becomes your certificate of coverage. The date **you** are eligible for coverage is described in the **GENERAL PROVISIONS** section.

**EMPLOYEE NAME:**

**DATE RECEIVED:**

**ELIGIBLE GROUP(S):**

All Eligible California Employees in **active employment** in the United States with the **Employer**.

Temporary and seasonal workers are excluded from coverage.

**DISABILITY COVERED:**

**Total Disability** and **Partial Disability**

For definition of **disability** refer to "***WHEN ARE YOU TOTALLY DISABLED?***" and "***WHEN ARE YOU PARTIALLY DISABLED?***" in the **BENEFIT INFORMATION** section.

Some disabilities may not be covered or may have limited coverage under this short term disability plan.

Your short term disability plan covers only non-occupational disabilities. Disabilities for which **you** receive Workers' Compensation Disability benefits will not be covered.

However, Unum will cover disabilities due to **occupational sicknesses or injuries** for partners or sole proprietors who cannot be covered by a workers' compensation law.

**MAXIMUM WEEKLY BENEFIT:**

20% of your **weekly pre-disability earnings** to a maximum benefit of $2,000 per week, minus other income paid to **you** because of your **disability**.

Your payment will be reduced by **disability earnings**.

**ELIMINATION PERIOD:**

Benefits begin on the later of:

- 7 days after the date the **disability** occurs due to an **injury**; or
- 7 days after the date the **disability** occurs due to a **sickness**.

Your **elimination period** is a period of continuous **total disability** and/or **partial disability** which must be satisfied before **you** are eligible to receive benefits. Your benefits will begin after the **elimination period** is completed.

**MAXIMUM PERIOD OF PAYMENT** (for **total disability** and **partial disability** combined):

12 weeks

**The above items are only highlights of this short term disability plan. For a full description of your coverage, continue reading your certificate of coverage and if you make contributions to the**

**short term disability plan, refer to your confirmation of coverage. The short term disability plan includes enrollment, risk management and other support services related to your Employer's benefit program.**

# BENEFITS AT A GLANCE

## SHORT TERM DISABILITY PLAN

This short term disability plan provides financial protection for **you** by paying a portion of your income while **you** are disabled. In some cases, **you** can receive disability payments even if **you** work while **you** are disabled. Your **disability** must begin while **you** are covered under the short term disability plan.

All terms **bolded** are defined in the **GLOSSARY** section.

**EMPLOYER'S ORIGINAL PLAN**
**EFFECTIVE DATE:** January 1, 2023

**POLICY NUMBER:** 920844 011

**ELIGIBLE GROUP(S):**

All Eligible California Employees in **active employment** in the United States with the **Employer**.

Temporary and seasonal workers are excluded from coverage.

**MINIMUM HOURS REQUIREMENT:**

**Employees** must be in **active employment** at least 20 hours per week.

**WAITING PERIOD:**

The **waiting period** is a continuous period of **active employment** which **you** must satisfy before **you** are eligible for coverage.

For **employees** in an eligible group on or before the plan effective date: None

For **employees** entering an eligible group after the plan effective date: First of the month coincident with or next following the date **you** enter an eligible group

**ENROLLMENT:**

**Employees** who are eligible may apply for their coverage at any time within the first 31 days of being eligible.

After 31 days, **employees** who are eligible may apply for their coverage during any **scheduled enrollment period**.

**You** may decrease any coverage for which **you** make contributions at any time.

**EVIDENCE OF INSURABILITY:**

**Evidence of insurability** is required:

- for any amount of coverage applied for more than 31 days after **you** are first eligible for coverage.
- if **you** reapply for coverage after it terminates.

**REHIRE:**

If your employment ends and **you** are rehired within 12 months, your previous work while in an eligible group will apply toward the **waiting period**. All other policy provisions apply.

**WHO PAYS FOR THE COVERAGE:**

**You** must make contributions for your coverage.

Premium contributions are required for your coverage while **you** are receiving payments under this short term disability plan.

**ELIMINATION PERIOD:**

Benefits begin on the later of:

- 7 days after the date the **disability** occurs due to an **injury**; or
- 7 days after the date the **disability** occurs due to a **sickness**.

Your **elimination period** is a period of continuous **total disability** and/or **partial disability** which must be satisfied before **you** are eligible to receive benefits. Your benefits will begin after the **elimination period** is completed.

**DISABILITY COVERED:**

**Total Disability** and **Partial Disability**

For definition of **disability** refer to "***WHEN ARE YOU TOTALLY DISABLED?***" and "***WHEN ARE YOU PARTIALLY DISABLED?***" in the **BENEFIT INFORMATION** section.

Some disabilities may not be covered or may have limited coverage under this short term disability plan.

Your short term disability plan covers only non-occupational disabilities. Disabilities for which **you** receive Workers' Compensation Disability benefits will not be covered.

However, Unum will cover disabilities due to **occupational sicknesses or injuries** for partners or sole proprietors who cannot be covered by a workers' compensation law.

**MAXIMUM WEEKLY BENEFIT:**

20% of your **weekly pre-disability earnings** to a maximum benefit of $2,000 per week, minus other income paid to **you** because of your **disability**.

Your payment will be reduced by **disability earnings**.

**MAXIMUM PERIOD OF PAYMENT** (for **total disability** and **partial disability** combined):

12 weeks

**PRE-EXISTING CONDITION**:

Benefits are not payable for any **disability** caused by or resulting from a pre-existing condition, as defined in the policy. To see if your **disability** excludes **you** from receiving benefits due to a pre-existing condition, refer to "***WHAT IS AN EXCLUDED PRE-EXISTING CONDITION?***" in the **BENEFIT INFORMATION** section.

**The above items are only highlights of this short term disability plan. For a full description of your coverage, continue reading your certificate of coverage and if you make contributions to the short term disability plan, refer to your confirmation of coverage. The short term disability plan includes enrollment, risk management and other support services related to your Employer's benefit program.**

# COMPULSORY PROVISIONS

## Entire Contract

This policy (the application of the **Employer**, if any, and the individual applications, if any, of the **employees**) constitute(s) the entire contract between the parties, and any statement made by the **Employer** or by any **employee** shall, in the absence of fraud, be deemed a representation and not a warranty. No such statement shall (avoid the insurance or reduce the benefits under this policy or) be used in defense to a claim hereunder unless it is contained in a written application, nor shall any such statement of the **Employer**, except a fraudulent misstatement, be used at all to void this policy after it has been in force for two years from the date of its issue, nor shall any such statement of any **employee** eligible for coverage under the policy, except a fraudulent misstatement, be used at all in defense to a claim for loss incurred or **disability** (as defined in the policy) commencing after the insurance coverage with respect to which claim is made has been in effect for two years from the date it became effective.

No change in this policy shall be valid unless approved by an executive officer of the insurer and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.

## Time Limit on Certain Defenses

(c) No claim for loss incurred or **disability** (as defined in the policy) commencing after two years from the effective date of the insurance coverage with respect to which the claim is made shall be reduced or denied on the ground that a disease or physical condition, not excluded from coverage by name or specific description effective on the date of loss, had existed prior to the effective date of the coverage with respect to which the claim is made.

## Grace Period

A **grace period** of 31 days will be granted for the payment of premiums accruing after the first premium, during which **grace period** the policy shall continue in force, but the **Employer** shall be liable to the insurer for the payment of the premium accruing for the period the policy continues in force.

## Notice of Claim

Written notice of claim must be given to the insurer within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the claimant to the insurer at Unum Life Insurance Company of America, 655 North Central Avenue, Suite 900, Glendale, CA 91203, or to any authorized agent of the insurer, with information sufficient to identify the insured **employee**, shall be deemed notice to the insurer.

## Claim Forms

The insurer, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time

fixed in the policy for filing proofs of loss, written proof covering occurrence, the character and the extent of the loss for which claim is made.

**Proof of Loss**

Written proof of loss must be furnished to the insurer, in case of claim for loss for which this policy provides any periodic payment contingent upon continuing loss, within 90 days after the termination of the period for which the insurer is liable, and in case of claim for any other loss, within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the **employee**, later than one year from the time proof is otherwise required.

**Evidence of Continuing Disability**

Once Unum approves your claim **you** will be asked to provide evidence of continuing **disability** at reasonable intervals based on your condition. Evidence of continuing **disability** means documentation of your condition that is sufficient to allow **us** to determine if **you** are still disabled. Upon request, **you** will be asked to provide evidence of continuing **disability** within 45 days. If evidence is not provided within that period of time, Unum will contact your **physician** in an effort to obtain the necessary documentation. If **you** do not submit evidence of continuing **disability** and Unum is unable to obtain the necessary documentation from your **physician** or from a reasonably requested examination by a **physician** of **our** choice, your payments will end. Upon receipt of evidence of continuing **disability**, benefit payments will resume subject to the terms of the policy. **We** will send **you** a payment for any period for which Unum is liable.

**Time of Payment of Claims**

Subject to due written proof of loss, all indemnities for loss for which this policy provides payment will be paid (to the insured **employee**) as they accrue and any balance remaining unpaid at termination of the period of liability will be paid (to the insured **employee**) immediately upon receipt of due written proof.

**Physical Examinations**

The insurer at its own expense shall have the right and opportunity to examine the person of any individual whose **injury** or **sickness** is the basis of claim when and as often as it may reasonably require during the pendency of a claim hereunder.

**Legal Actions**

No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

**Cancellation**

The insurer may cancel this policy at any time by written notice delivered to the **Employer**, or mailed to his last address as shown on the records of the insurer, stating when, not less than 31 days thereafter, such cancellation shall be effective; and after

the policy has been continued beyond its original term the **Employer** may cancel this policy at any time by written notice delivered or mailed to the insurer, effective on receipt or on such later date as may be specified in the notice. In the event of such cancellation by either the insurer or the **Employer**, the insurer shall promptly return on a prorata basis the unearned premium paid, if any, and the **Employer** shall promptly pay on a prorata basis the earned premium which has not been paid. (In computing the prorata premium to be returned by the insurer or to be paid by the **Employer**, any discounts in premium or premium rate actually allowed to the **Employer** because of the longer periods for which premiums, at the time of the cancellation, had been paid or agreed to be paid shall be disregarded, and the prorata return or payment of premium will be computed upon the basis of the insurer's regular and customary premium or premium rate for the coverage of this policy.) Such cancellation shall be without prejudice to any claim originating prior to the effective date of such cancellation.

**Illegal Occupation or Commission of a Felony**

The insurer shall not be liable for any loss to which a contributing cause was the commission of or attempt to commit a felony by the person whose **injury** or **sickness** is the basis of claim, or to which a contributing cause was such person's being engaged in an illegal occupation.

# GENERAL PROVISIONS

## *WHAT IS THE CERTIFICATE OF COVERAGE?*

This certificate of coverage is a written statement prepared by Unum and may include attachments. It tells **you**:

- the coverage for which **you** may be entitled;
- to whom Unum will make a payment; and
- the limitations, exclusions and requirements that apply to your coverage.

## *WHEN ARE YOU ELIGIBLE FOR COVERAGE?*

If **you** are working for your **Employer** in an eligible group, the date **you** are eligible for coverage is the later of:

- the **Policyholder's** original effective date of coverage; or
- the day after **you** complete your **waiting period**.

## *WHAT IS AN ELIGIBLE GROUP?*

All Eligible California Employees in **active employment** in the United States with the **Employer**.

Temporary and seasonal workers are excluded from coverage.

## *WHAT IS YOUR WAITING PERIOD?*

The **waiting period** is a continuous period of **active employment** which **you** must satisfy before **you** are eligible for coverage.

For **employees** in an eligible group on or before the plan effective date: None

For **employees** entering an eligible group after the plan effective date: First of the month coincident with or next following the date **you** enter an eligible group

## *REHIRE:*

If your employment ends and **you** are rehired within 12 months, your previous work while in an eligible group will apply toward the **waiting period**. All other policy provisions apply.

## *WHEN DOES YOUR COVERAGE BEGIN?*

Your coverage will begin at 12:01 a.m. on the first of the month coincident with or next following the latest of:

- the date **you** are eligible for coverage;
- the date **you** apply for coverage; or
- the date Unum approves your **evidence of insurability**, if **evidence of insurability** is required.

***WHEN CAN YOU APPLY FOR COVERAGE IF YOU DID NOT APPLY WHEN YOU WERE FIRST ELIGIBLE, DECLINED COVERAGE WHEN YOU WERE FIRST ELIGIBLE FOR COVERAGE OR IF YOU VOLUNTARILY CANCELLED YOUR COVERAGE AND ARE REAPPLYING?***

**You** can apply for coverage only during a **scheduled enrollment period**. **Evidence of insurability** is required for any amount of insurance. Unum and your Employer determine when the **scheduled enrollment period** begins and ends. Your coverage will begin at 12:01 a.m. on the first of the month coincident with or next following the date Unum approves your **evidence of insurability**.

***WHAT IF YOU ARE ABSENT FROM WORK ON THE DATE YOUR COVERAGE WOULD NORMALLY BEGIN?***

If **you** are absent from work due to **injury**, **sickness**, temporary **layoff** or **leave of absence**, your coverage will begin on the date **you** return to **active employment**.

***ONCE YOUR COVERAGE BEGINS, WHAT HAPPENS IF YOU ARE TEMPORARILY NOT WORKING?***

If **you** are on a temporary **layoff**, and if premium is paid, **you** will be covered through the end of the month that immediately follows the month in which your temporary **layoff** begins.

If **you** are on a **leave of absence**, other than a family and medical leave, and if premium is paid, **you** will be covered through the end of the month that immediately follows the month in which your **leave of absence** begins.

***WHAT HAPPENS TO YOUR COVERAGE UNDER THIS POLICY WHILE YOU ARE ON A FAMILY AND MEDICAL LEAVE OF ABSENCE?***

**We** will continue your coverage in accordance with your **Employer's** Human Resource policy on family and medical leaves of absence if premium payments continue and your **Employer** has approved your leave in writing.

Your coverage will be continued until the end of the later of:

1. the leave period required by the federal Family and Medical Leave Act of 1993 and any amendments; or
2. the leave period required by applicable state law.

If your **Employer's** Human Resource policy doesn't provide for continuation of your coverage during a family and medical leave of absence, your coverage will be reinstated when **you** return to **active employment**.

**We** will not:

- apply a new **waiting period**;
- apply a new pre-existing condition exclusion; or
- require **evidence of insurability**.

### *WHEN WILL CHANGES MADE BY YOUR EMPLOYER TAKE EFFECT?*

Once your coverage begins, any change requested by your **Employer** will take effect immediately if **you** are in **active employment**.

If **you** are not in **active employment** due to **injury** or **sickness**, or if **you** are on a covered **layoff** or **leave of absence**, any change requested by your **Employer** will begin on the date **you** return to **active employment**.

Any decrease in coverage will take effect immediately but will not affect a **payable claim** that occurs prior to the effective date of the change.

### *WHEN DOES YOUR COVERAGE END?*

If **you** choose to cancel your coverage under the policy or a short term disability plan, your coverage ends on the first of the month following the date **you** provide notification to your **Employer**.

Otherwise, your coverage under the policy or a short term disability plan ends on the earliest of the following:

- the date the policy or your coverage under the policy is cancelled;
- the date **you** no longer are in an eligible group;
- the date your eligible group is no longer covered;
- the last day of the period for which **you** made any required contributions; or
- the last day **you** are in **active employment**.

However, coverage will continue:

- while benefits are being paid;
- while **you** are fulfilling the requirements of your **elimination period** so long as premium is being paid; or
- in accordance with the **layoff** and **leave of absence** provisions of this policy or a short term disability plan.

Unum will provide coverage for a **payable claim** which occurs while **you** are covered under the policy or a short term disability plan.

### *HOW WILL UNUM HANDLE INSURANCE FRAUD?*

Unum promises to focus on all means necessary to support fraud detection, investigation, and prosecution.

Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

In addition, submission of false information in connection with the claim form may also constitute a crime under federal laws. Unum will pursue any appropriate legal remedies in the event of insurance fraud, including prosecuting under federal mail fraud, federal wire fraud, and/or the federal Racketeer Influenced and Corrupt Organizations Act statutes. Any false statements made herein may be reported to state and federal tax and regulatory authorities as is appropriate.

### *DOES THE POLICY REPLACE OR AFFECT ANY WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE?*

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

### *DOES YOUR EMPLOYER ACT AS YOUR AGENT OR UNUM'S AGENT?*

For purposes of the policy, your **Employer** acts on its own behalf as your agent or as Unum's agent for the limited purpose of individualizing certificates and providing contact information at time of claim. Under no other circumstance will your **Employer** be deemed the agent of Unum.

# SHORT TERM DISABILITY

# BENEFIT INFORMATION

## *WHEN ARE YOU TOTALLY DISABLED?*

**You** are **totally disabled** when, as a result of **sickness** or **injury**, **you** are unable to perform with reasonable continuity the **substantial and material acts** necessary to pursue your **usual occupation** in the usual and customary way.

The loss of a professional or occupational license or certification does not constitute **disability**.

## *WHEN ARE YOU PARTIALLY DISABLED?*

**You** are **partially disabled** when **you** are not **totally disabled** and that while actually working in your **usual occupation**, as a result of **sickness** or **injury you** are unable to earn 80% or more of your **indexed weekly pre-disability earnings**.

The loss of a professional or occupational license or certification does not constitute **disability**.

## *HOW LONG MUST YOU BE DISABLED BEFORE YOU ARE ELIGIBLE TO RECEIVE BENEFITS?*

Benefits begin on the later of:

- 7 days after the date the **disability** occurs due to an **injury**; or
- 7 days after the date the **disability** occurs due to a **sickness**.

Your **elimination period** is a period of continuous **total disability** and/or **partial disability** which must be satisfied before **you** are eligible to receive benefits. Your benefits will begin after the **elimination period** is completed.

**You** must be **totally disabled** and/or **partially disabled** through your **elimination period**.

## *HOW WILL UNUM DETERMINE YOUR ELIGIBILITY FOR BENEFITS?*

Unum, and not your **Employer** or plan administrator, has the responsibility to fairly, thoroughly, objectively and timely investigate, evaluate and determine your eligibility for benefits for any claim **you** make on the policy. **We** will:

- obtain, with your cooperation and authorization if required by law, only such information that is necessary to evaluate your claim and decide whether to accept or deny your claim for benefits. **We** may obtain this information from your notice of claim, submitted proofs of loss, statements, or other materials provided by **you** or others on your behalf; or, at **our** expense **we** may obtain necessary information, or have **you** physically examined when and as often as **we** may reasonably require while the claim is pending. In addition, and at your option and at your expense, **you** may provide **us** and **we** will consider any other information, including but not limited to, reports from a **physician** or other expert of your choice. **You** should provide **us** with all information that **you** want **us** to consider regarding your claim;

- consider and interpret the policy and all information obtained by **us** and submitted by **you** that relates to your claim for benefits and make **our** determination of your eligibility for benefits based on that information and in accordance with the policy and applicable laws;
- if **we** approve your claim, review **our** decision to approve your claim for benefits as often as is reasonably necessary to determine your continued eligibility for benefits; and
- if **we** deny your claim, explain in writing to **you** the basis for an adverse determination in accordance with the policy as described in the provision entitled "***WHAT NOTIFICATION WILL YOU RECEIVE IF YOUR CLAIM IS DENIED?***"

In the event **we** deny your claim for benefits, in whole or in part, **you** can appeal the decision to **us**. If **you** choose to appeal **our** decision, the process **you** must follow is set forth in the policy provision entitled "***WHAT RECOURSE DO YOU HAVE IF YOUR CLAIM IS DENIED?***" If **you** do not appeal the decision to **us**, then the decision will be Unum's final decision.

***WHEN WILL YOU BEGIN TO RECEIVE PAYMENTS?***

**You** will begin to receive payments when **we** approve your claim, providing the **elimination period** has been met and **you** are disabled. **We** will send **you** a payment weekly for any period for which Unum is liable.

***ONCE PAYMENTS BEGIN MUST YOU CONTINUE TO BE UNDER THE REGULAR CARE OF A PHYSICIAN?***

**You** must be under the **regular care** of a **physician** unless **regular care**:

- will not improve your disabling condition(s); or
- will not prevent a worsening of your disabling condition(s).

***HOW WILL UNUM CALCULATE YOUR DISABILITY PAYMENT IF YOU ARE TOTALLY DISABLED?***

If **you** are **totally disabled** and have an earnings loss of 20% or greater due to the same **disability**, **we** will follow this process to calculate your weekly payment.

1. Your **gross disability payment** is 20% of your **weekly pre-disability earnings** to a maximum of $2,000 per week. This is your weekly payment.
2. Your weekly payment will be adjusted by any **disability earnings** as follows:

    a. During the first 12 months of payments, while working, add your weekly **disability earnings** to your **gross disability payment**.

    If the answer from Item 2a is less than or equal to 100% of your **indexed weekly pre-disability earnings**, Unum will not further reduce your weekly payment.

    If the answer from Item 2a is more than 100% of your **indexed weekly pre-disability earnings**, Unum will subtract the amount over 100% from your weekly payment.

    b. After 12 months of payments, while working, **you** will receive payments based on the percentage of income **you** are losing due to your **disability** as follows:

i. Subtract your **disability earnings** from your **weekly pre-disability earnings**.
ii. Divide the answer in item i by your **weekly pre-disability earnings**. This is your percentage of lost earnings.
iii. Multiply your weekly payment by the answer in item ii.

Unum may require **you** to send proof of your **disability earnings** each week if these records are not available from your **Employer**. **We** will adjust your weekly payment based on your **disability earnings**.

After the **elimination period**, if **you** are disabled for less than 1 week, **we** will send **you** 1/7th of your payment for each day of **disability**.

***HOW WILL UNUM CALCULATE YOUR DISABILITY PAYMENT IF YOU ARE PARTIALLY DISABLED?***

If **you** are **partially disabled** and have an earnings loss of 20% or greater due to the same **disability**, **we** will follow this process to calculate your weekly payment.

1. Your **gross disability payment** is 20% of your **weekly pre-disability earnings** to a maximum of $2,000 per week. This is your weekly payment.
2. Your weekly payment will be adjusted by any **disability earnings** as follows:

   a. During the first 12 months of payments, while working, add your weekly **disability earnings** to your **gross disability payment**.

      If the answer from Item 2a is less than or equal to 100% of your **indexed weekly pre-disability earnings**, Unum will not further reduce your weekly payment.

      If the answer from Item 2a is more than 100% of your **indexed weekly pre-disability earnings**, Unum will subtract the amount over 100% from your weekly payment.

   b. After 12 months of payments, while working, **you** will receive payments based on the percentage of income **you** are losing due to your **disability** as follows:

      i. Subtract your **disability earnings** from your **weekly pre-disability earnings**.
      ii. Divide the answer in item i by your **weekly pre-disability earnings**. This is your percentage of lost earnings.
      iii. Multiply your weekly payment by the answer in item ii.

Unum may require **you** to send proof of your **disability earnings** each week if these records are not available from your **Employer**. **We** will adjust your weekly payment based on your **disability earnings**.

After the **elimination period**, if **you** are disabled for less than 1 week, **we** will send **you** 1/7th of your payment for each day of **disability**.

### *WHAT ARE YOUR WEEKLY PRE-DISABILITY EARNINGS?*

"**Weekly Pre-disability Earnings**" means your gross weekly income from your **Employer**, not including shift differential**,** in effect just prior to your date of **disability**. It includes your total income before taxes. It is prior to any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. It does not include income received from commissions, bonuses, overtime pay or any other extra compensation, or income received from sources other than your **Employer**.

### *WHAT WILL WE USE FOR WEEKLY PRE-DISABILITY EARNINGS IF YOU BECOME DISABLED DURING A COVERED LAYOFF OR LEAVE OF ABSENCE?*

If **you** become disabled while **you** are on a covered **layoff** or **leave of absence**, **we** will use your **weekly pre-disability earnings** from your **Employer** in effect just prior to the date your absence begins.

### *WHAT HAPPENS IF YOUR DISABILITY EARNINGS FLUCTUATE WHILE YOU ARE DISABLED?*

If your **disability earnings** routinely fluctuate widely from week to week, Unum will average your **disability earnings** over the most recent 3 weeks to determine if your claim should remain open. **We** will not use this average to determine your weekly payment.

If Unum averages your **disability earnings**, **we** will not terminate your claim unless the average of your **disability earnings** from the last 3 weeks exceeds 80% of weekly earnings.

**We** will not pay **you** for any week during which **disability earnings** exceed 80% of **weekly pre-disability earnings**.

### *HOW LONG WILL UNUM CONTINUE TO SEND YOU PAYMENTS?*

Unum will send **you** a payment each week up to the **maximum period of payment**. Your **maximum period of payment** is 12 weeks during a continuous period of **disability**.

### *WHEN WILL PAYMENTS STOP?*

**We** will stop sending **you** payments and your claim will end on the earliest of the following:

- the end of the **maximum period of payment**;
- the date **you** are no longer disabled under the terms of the short term disability plan;
- when **you** fail to comply with the **Evidence of Continuing Disability** section;
- the date **you** fail to submit to any reasonable request to be examined by a **physician** of **our** choice without just cause;
- the date the most recent 3 week average of your **disability earnings** exceed 80% of your **weekly pre-disability earnings** if **you** are **totally disabled** or **partially disabled**;
- the date **you** die.

### *WHAT HAPPENS IF UNUM OVERPAYS YOUR CLAIM?*

Unum has the right to recover any overpayments due to:

- fraud; and
- any error Unum makes in processing a claim.

**You** must reimburse **us** in full. **We** will work with **you** to determine an appropriate method by which the repayment is to be made.

Unum will not recover more money than the amount **we** paid **you**.

### *WHAT DISABILITIES ARE NOT COVERED UNDER YOUR SHORT TERM DISABILITY PLAN?*

Your short term disability plan does not cover any disabilities caused by or resulting from your:

- **occupational sickness or injury**, however, Unum will cover disabilities due to **occupational sicknesses or injuries** for partners or sole proprietors who cannot be covered by a workers' compensation law.
- intentionally self-inflicted **injuries**.
- active participation in a riot.
- commission of a felony for which **you** have been convicted.
- war, declared or undeclared, or any act of war.
- excluded pre-existing condition.

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

### *WHAT PRE-EXISTING CONDITIONS ARE NOT COVERED?*

**You** are not covered for a **disability** caused or substantially contributed to by a pre-existing condition or medical or surgical treatment of a pre-existing condition.

**You** have an excluded pre-existing condition if:

- **you** received medical treatment, care or services for a diagnosed condition, or took prescribed medication for that diagnosed condition, in the 3 months immediately prior to your effective date of coverage; and
- the **disability** caused or substantially contributed to by the condition begins in the first 12 months after your effective date of coverage.

No claim for **disability** commencing after 2 years from your effective date of coverage shall be reduced or denied on the grounds that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to your effective date of coverage.

### *WHAT HAPPENS IF YOU RETURN TO WORK FULL TIME AND YOUR DISABILITY OCCURS AGAIN?*

1. If your current **disability** is related to or due to the same cause(s) as your prior **disability** for which Unum made a payment:

Unum will treat your current **disability** as part of your prior claim and **you** will not have to complete another **elimination period** when **you** are performing any occupation for your **Employer** on a full time basis for 14 consecutive days or less.

If **you** return to work on the 15th day, your current **disability** will be treated as a new claim. The new claim will be subject to all of the provisions of this short term disability plan and **you** will be required to satisfy a new **elimination period**.

2. If your current **disability** is unrelated to your prior **disability** for which Unum made a payment:

   Unum will treat your current **disability** as part of your prior claim and **you** will not have to complete another **elimination period** when **you** are performing any occupation for your **Employer** on a full time basis for less than 1 full day.

Your **disability**, as outlined above, will be subject to the same terms of the short term disability plan as your prior claim.

If **you** do not satisfy Item 1 or 2 above, your **disability** will be treated as a new claim and will be subject to all of the policy provisions.

If **you** are no longer covered under the policy and **you** receive payments under any other group short term disability plan offered through your current **Employer**, this provision will no longer apply.

### *WHAT NOTIFICATION WILL YOU RECEIVE IF YOUR CLAIM IS DENIED?*

If your claim is denied, in full or in part, Unum will notify **you** in writing. This notification will include:

- the specific reason for the denial;
- the policy provisions on which the denial is based;
- a description of any additional information necessary to complete the claim and an explanation of why that information is necessary; and
- a description of the policy's procedures and applicable time limits for appeal.

### *WHAT RECOURSE DO YOU HAVE IF YOUR CLAIM IS DENIED?*

**You** may appeal to **us** for review within 180 days from the receipt of the claim denial. Requests for appeals must be made in writing and should be sent to the address specified in the claim denial. **You** may request access to all relevant documents and will have the opportunity to submit written comments, documents, or other information in support of your appeal.

# SHORT TERM DISABILITY

# OTHER BENEFIT FEATURES

## *HOW CAN UNUM'S REHABILITATION AND RETURN TO WORK ASSISTANCE PROGRAM HELP YOU RETURN TO WORK?*

Unum has a vocational Rehabilitation and Return to Work Assistance program available to assist **you** in returning to work. In order to be eligible for rehabilitation services and benefits, **you** must be medically able to engage in a return to work program.

**We** will review your claim file to determine if a rehabilitation program might help **you** to perform the **substantial and material acts** of your **usual occupation** with your **Employer** or another occupation in which **you** could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, physical and mental capacity. As your file is reviewed, medical and vocational information will be analyzed to determine an appropriate return to work program.

**We** will make the final determination of your eligibility for participation in the program.

**We** will provide **you** with a written Rehabilitation and Return to Work Assistance program developed specifically for **you** with input from **you**, your **physician**, your **Employer**, if needed, and **us**. The plan will start when a written agreement is signed by **you**, Unum and your **Employer**, if needed.

The rehabilitation program may include, but is not limited to, the following services and benefits:

- coordination with your **Employer** to assist **you** to return to work;
- adaptive equipment or job accommodations to allow **you** to work;
- vocational evaluation to determine how your **disability** may impact your employment options;
- job placement services;
- resume preparation;
- job seeking skills training; or
- education and retraining expenses for a new occupation.

## *WHEN WILL REHABILITATION AND RETURN TO WORK ASSISTANCE PROGRAM END?*

Your Rehabilitation and Return to Work Assistance program will end on the earliest of the following dates:

- the date Unum determines that you are no longer eligible to participate in Unum 's Rehabilitation and Return to Work Assistance program; or
- any other date on which weekly payments would stop in accordance with this plan.

# STATE REQUIREMENTS

## CALIFORNIA
## CONTACT NOTICE

**GENERAL QUESTIONS: If you have any general questions about your insurance, you may contact the Insurance Company by:**

**CALLING:**
1-800-421-0344 (Customer Information Call Center)

**-OR-**

**WRITING TO:**
Unum Life Insurance Company of America
2211 Congress Street
Portland, Maine 04122

**COMPLAINTS: If a complaint arises about your insurance, you may contact the Insurance Company by:**

**CALLING:**
(Compliance Center Complaint Line)
Toll free: 1-800-321-3889, Option 2
Direct: 207-575-7568

**-OR-**

**WRITING TO:**
Chief Compliance Officer
Unum Life Insurance Company of America
2211 Congress Street
Portland, Maine 04122

**WHEN CALLING OR WRITING TO THE INSURANCE COMPANY, PLEASE PROVIDE YOUR INSURANCE POLICY NUMBER.**

If the Policy or Certificate of Coverage was issued or delivered by an agent or broker, please contact your agent or broker for assistance.

You also can contact the California Department of Insurance. However, the California Department of Insurance should be contacted only after discussions with the Insurance Company or its agent or other representative, or both, have failed to produce a satisfactory resolution to the problem.

Department of Insurance
Consumer Communications Bureau
300 South Spring Street - South Tower
Los Angeles, California 90013
In-State Toll Free Hotline Telephone Number: 1-800-927-4357
Local Telephone Number: 213-897-8921
Office Hours: 8:00 a.m. - 5:00 p.m.
www.insurance.ca.gov

This form is for contact information only, and it is not to be considered a condition for the Policy.

# GLOSSARY

**ACTIVE EMPLOYMENT** means **you** are working for your **Employer** for earnings that are paid regularly and that **you** are performing the **substantial and material acts** of your **usual occupation**. **You** must be regularly scheduled to work on average at least the minimum number of hours as described under the minimum hours requirement in each short term disability plan.

Your work site must be:

- your **Employer's** usual place of business;
- an alternative work site at the direction of your **Employer**, including your home; or
- a location to which your job requires **you** to travel.

Normal vacation is considered **active employment**.

**DISABILITY** means **total disability** or **partial disability** due to **sickness** or **injury**.

**DISABILITY EARNINGS** means the earnings which **you** receive for work performed while **you** are disabled and working for your **Employer** or earnings received from another employer if **you** became employed after your **disability** began.

**ELIMINATION PERIOD** means a period of continuous **total disability** and/or **partial disability** which must be satisfied before **you** are eligible to receive benefits from Unum.

**EMPLOYEE** means a person who is in **active employment** with the **Employer**.

**EMPLOYER** means the **Policyholder**, and includes any division, subsidiary or affiliated company named in the policy.

**EVIDENCE OF INSURABILITY** means a statement of your medical history which Unum will use to determine if **you** are approved for coverage. **Evidence of Insurability** will be provided at Unum's expense.

**GRACE PERIOD** means the period of time following the premium due date during which premium payment may be made without cancellation or modification of the policy.

**GROSS DISABILITY PAYMENT** means the benefit amount before Unum subtracts **disability earnings**.

**INDEXED WEEKLY PRE-DISABILITY EARNINGS** means your **weekly pre-disability earnings** adjusted on each anniversary of benefit payments by the current annual percentage increase in the Consumer Price Index. Your **indexed weekly pre-disability earnings** may increase or remain the same, but will never decrease.

The Consumer Price Index (CPI-U) is published by the U.S. Department of Labor. Unum reserves the right to use some other similar measurement if the Department of Labor changes or stops publishing the CPI-U.

Indexing is only used as a factor in the determination of the percentage of lost earnings while **you** are disabled and working.

**INJURY** means physical harm or damage to the body. **Injury** which occurs before **you** are covered under the policy will be treated as a **sickness**.

**INSURED** means any person covered under the policy.

**LAYOFF** or **LEAVE OF ABSENCE** means **you** are temporarily absent from **active employment** for a period of time that has been agreed to in advance in writing by your **Employer**.

Your normal vacation time or any period of **disability** is not considered a temporary **layoff** or **leave of absence**.

**MAXIMUM PERIOD OF PAYMENT** (for **total disability** and **partial disability** combined) means the longest period of time Unum will make payments to **you**.

**MAXIMUM WEEKLY BENEFIT** means the total benefit amount for which an **employee** is eligible under this short term disability plan subject to the terms of the policy.

**OCCUPATIONAL SICKNESS OR INJURY** means a **sickness** or **injury** that was caused by or aggravated by an employment for pay or profit.

**PARTIALLY DISABLED** means **you** are not **totally disabled** and that while actually working in your **usual occupation**, as a result of **sickness** or **injury you** are unable to earn 80% or more of your **indexed weekly pre-disability earnings**.

**PAYABLE CLAIM** means a claim for which Unum is liable under the terms of the policy.

**PHYSICIAN** means:

- a person who is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction and is performing tasks that are within the limits of his or her medical license; or
- a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients.

Unum will not recognize **you**, or your spouse, children, parents or siblings as a **physician** for a claim that **you** send to **us**.

**POLICYHOLDER** means the Beta Healthcare Group, to whom the policy is issued.

**REGULAR CARE** means:

- **you** personally visit a **physician** as frequently as is medically required, to effectively manage and treat your disabling condition(s); and
- **you** are receiving appropriate medical treatment and care for your disabling condition(s), which conforms with generally accepted medical standards.

**SCHEDULED ENROLLMENT PERIOD** means a period of time determined by Unum and your **Employer**.

**SICKNESS** means an **illness** or disease.

**SUBSTANTIAL AND MATERIAL ACTS** means the important tasks, functions and operations generally required by employers from those engaged in your **usual occupation** that cannot be reasonably omitted or modified.

In determining what **substantial and material acts** are necessary to pursue your **usual occupation**, **we** will first look at the specific duties required by your **Employer**. If **you** are unable to perform one or more of these duties with reasonable continuity, **we** will then determine whether those duties are customarily required of other individuals engaged in your **usual occupation**. If any specific material duties required of **you** by your **Employer** differ from the material duties customarily required of other individuals engaged in your **usual occupation**, then **we** will not consider those duties in determining what **substantial and material acts** are necessary to pursue your **usual occupation**.

**TOTAL DISABILITY** means that as a result of **sickness** or **injury you** are unable to perform with reasonable continuity the **substantial and material acts** necessary to pursue your **usual occupation** in the usual and customary way.

**USUAL OCCUPATION** means the **substantial and material acts you** are routinely performing for your **Employer** when your **disability** begins.

**WAITING PERIOD** means the continuous period of time that **you** must be in **active employment** in an eligible group before **you** are eligible for coverage under the policy.

**WE**, **US** and **OUR** means Unum Life Insurance Company of America.

**WEEKLY PRE-DISABILITY EARNINGS** means your gross weekly income from your **Employer** as defined in the short term disability plan.

**YOU** means an **employee** who is eligible for Unum coverage.

## LONG TERM DISABILITY/SHORT TERM DISABILITY

### THE FOLLOWING NOTICES AND CHANGES TO YOUR COVERAGE ARE REQUIRED BY CERTAIN STATES. PLEASE READ CAREFULLY.

State variations apply and are subject to change. Consult your employer or plan administrator for the most current state provisions that may apply to you.

If you have a complaint about your insurance you may contact Unum at 1-800-321-3889, or the department of insurance in your state of residence. Links to the websites of each state department of insurance can be found at www.naic.org.

Si usted tiene alguna queja acerca de su seguro puede comunicarse con Unum al 1-800-321-3889, o al departamento de seguros de su estado de residencia. Puede encontrar enlaces a los sitios web de los departamentos de seguros de cada estado en www.naic.org.

The states of **Florida and Maryland** require us to advise residents of those states that if your Certificate was issued in a jurisdiction other than the state in which you reside, it may not provide all of the benefits required by the laws of your residence state.

Full effect will be given to your state's civil union, domestic partner and same sex marriage laws to the extent they apply to you under a group insurance policy issued in another state.

**If you are a resident of one of the states noted below, and the provisions referenced below appear in your Certificate in a form less favorable to you as an insured, they are amended as follows:**

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**For residents of Colorado:**

The **Pre-existing Condition** exclusion in the **OTHER FEATURES** provision of the **BENEFITS AT A GLANCE** section of the policy is amended so that if the last number is greater than 12 months, it is reduced to 12 months and any **Pre-existing Condition** exclusion in the **BENEFIT INFORMATION** section of the policy is amended so that it will be applied only if the disability begins in the first 12 months after the insured's effective date of coverage for the applicable benefit, or such shorter time as provided in the policy.

The **WHAT *DISABILITIES ARE NOT COVERED UNDER YOUR PLAN?*** provision in the **BENEFIT INFORMATION** section of the policy and in the **SPOUSE DISABILITY BENEFIT** provision in the **OTHER BENEFIT FEATURES** section of the policy is amended to provide that any exclusion for disabilities caused by, contributed to by, or resulting from your intentionally self-inflicted injuries will be applied only if you were sane when the injury was inflicted.

**For residents of Louisiana:**

The ***HOW CAN STATEMENTS IN YOUR APPLICATION FOR THIS COVERAGE BE USED?*** provision in the **GENERAL PROVISIONS** section of the policy is amended to provide that, except for fraud, misstatements made in your application cannot be used to reduce or deny coverage if your coverage has been in force for at least 3 years.

**For residents of Minnesota:**

The ***HOW CAN STATEMENTS IN YOUR APPLICATION FOR THIS COVERAGE BE USED?*** provision in the **GENERAL PROVISIONS** section of the policy is amended to provide that, except for fraud, misstatements made in your application cannot be used to reduce or deny coverage if your coverage has been in force for at least 2 years.

The ***WHAT ARE DEDUCTIBLE SOURCES OF INCOME?*** provision in the **BENEFIT INFORMATION** section of the policy is amended so that deductible sources of income will not include any amounts you receive as mandatory portions of any "no fault" motor vehicle plan or any amounts received from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise, until after you have been fully compensated from this other source.

The **Pre-existing Condition** exclusion in the **BENEFIT INFORMATION** section of the policy will be applied by deleting the phrase "or you had symptoms for which an ordinarily prudent person would have consulted a health care provider."

If your coverage includes the **Spouse Disability Rider** benefit the exclusions for mental illness and alcoholism applicable to the rider are removed.

**For residents of Montana:**

The **Pre-existing Condition** exclusion in the **OTHER FEATURES** provision of the **BENEFITS AT A GLANCE** section of the policy is amended so that if the last number is greater than 12 months, it is reduced to 12 months and any **Pre-existing Condition** exclusion in the **BENEFIT INFORMATION** section of the policy is amended so that it will be applied only if the disability begins in the first 12 months after the insured's effective date of coverage for the applicable benefit, or such shorter time as provided in the policy.

The definition of pre-existing condition found in the provisions ***WHAT DISABILITIES ARE NOT COVERED UNDER YOUR PLAN?*** and ***WHAT DISABILITIES ARE NOT COVERED FOR A COST OF LIVING INCREASE?*** in the **BENEFIT INFORMATION** section of the policy, is amended to limit a pre-existing condition to "a sickness or injury for which you received medical advice or treatment from a provider of health care services or medical advice or treatment was recommended by a provider of health care services" during the time period specified in the policy.

**For residents of New Hampshire:**

The **Pre-existing Condition** exclusion in the **OTHER FEATURES** provision of the **BENEFITS AT A GLANCE** section of the policy is amended so that if the last number is greater than 12 months, it is reduced to 12 months and any **Pre-existing Condition** exclusion in the **BENEFIT INFORMATION** section of the policy is amended so that it will be applied only if the disability begins in the first 12 months after the insured's effective date of coverage for the applicable benefit, or such shorter time as provided in the policy.

The ***HOW CAN STATEMENTS IN YOUR APPLICATION FOR THIS COVERAGE BE USED?*** provision in the **GENERAL PROVISIONS** section of the policy is amended to provide that, except for fraud, misstatements made in your application cannot be used to reduce or deny coverage if your coverage has been in force for at least 2 years.

**For residents of North Carolina:**

The definition of pre-existing condition found in the provisions ***WHAT DISABILITIES ARE NOT COVERED UNDER YOUR PLAN?*** and ***WHAT DISABILITIES ARE NOT COVERED FOR A COST OF LIVING INCREASE?*** in the **BENEFIT INFORMATION** section of the policy, is amended by removing any reference to "symptoms arising from the sickness or injury, whether diagnosed or not."

**For residents of South Carolina:**

The **Pre-existing Condition** exclusion in the **OTHER FEATURES** provision of the **BENEFITS AT A GLANCE** section of the policy is amended so that if the last number is greater than 12 months, it is reduced to 12 months and any **Pre-existing Condition** exclusion in the **BENEFIT INFORMATION** section of the policy is amended so that it will be applied only if the disability begins in the first 12 months after the insured's effective date of coverage for the applicable benefit, or such shorter time as provided in the policy.

The ***WHAT IF YOU HAVE A DISABILITY DUE TO A PRE-EXISTING CONDITION WHEN YOUR EMPLOYER CHANGES INSURANCE CARRIERS TO UNUM?*** provision in the **BENEFIT INFORMATION** section of the policy, is amended to provide that Unum will credit the pre-existing condition period you satisfied under another similar group disability policy if you were covered under the prior policy within 30 days of being effective under this policy and you applied for this coverage when you first became eligible.

**For residents of South Dakota:**

The **Pre-existing Condition** limitation in the **OTHER FEATURES** provision of the **BENEFITS AT A GLANCE** section of the policy is amended so that if the last number is greater than 12 months, it is reduced to 12 months and any **Pre-existing Condition** limitation in the **BENEFIT INFORMATION** section of the policy is amended so that it will be applied only if the disability begins in the first 12 months after the insured's effective date of coverage for the applicable benefit, or such shorter time as provided in the policy.

**For residents of Texas:**

The ***HOW CAN STATEMENTS IN YOUR APPLICATION FOR THIS COVERAGE BE USED?*** provision in the **GENERAL PROVISIONS** section of the policy is amended to provide that, except for fraud, misstatements made in your application cannot be used to reduce or deny coverage if your coverage has been in force for at least 2 years.

The **Pre-existing Condition** exclusion in the **BENEFIT INFORMATION** section of the policy will be applied by deleting the phrase "or you had symptoms for which an ordinarily prudent person would have consulted a health care provider."

**For residents of Utah:**

The **Pre-existing Condition** exclusion in the **OTHER FEATURES** provision of the **BENEFITS AT A GLANCE** section of the policy is amended so that if the last number is greater than 12 months, it is reduced to 12 months and any **Pre-existing Condition** exclusion in the **BENEFIT INFORMATION** section of the policy is amended so that it

will be applied only if the disability begins in the first 12 months after the insured's effective date of coverage for the applicable benefit, or such shorter time as provided in the policy.

The ***HOW CAN STATEMENTS IN YOUR APPLICATION FOR THIS COVERAGE BE USED?*** provision in the **GENERAL PROVISIONS** section of the policy is amended to provide that, except for fraud, misstatements made in your application cannot be used to reduce or deny coverage if your coverage has been in force for at least 2 years.

**For residents of Vermont:**

If the policy is marketed in Vermont, the policyholder has a principal office or is organized in Vermont, or there are more than 25 Vermont residents insured under the policy:

The limitation specifying the number of months payments will be made for a disability caused by a mental and nervous condition is removed.

The **MINIMUM HOURS REQUIREMENT** stated in the **BENEFITS AT A GLANCE** section of the policy is reduced to 17.5 hours per week.

The **Pre-existing Condition** exclusion in the **OTHER FEATURES** provision of the **BENEFITS AT A GLANCE** section of the policy is amended so that if the last number is greater than 12 months, it is reduced to 12 months and any **Pre-existing Condition** exclusion in the **BENEFIT INFORMATION** section of the policy is amended so that it will be applied only if the disability begins in the first 12 months after the insured's effective date of coverage for the applicable benefit, or such shorter time as provided in the policy.

**For residents of West Virginia:**

The **Pre-existing Condition** exclusion in the **OTHER FEATURES** provision of the **BENEFITS AT A GLANCE** section of the policy is amended so that if the last number is greater than 12 months, it is reduced to 12 months and any **Pre-existing Condition** exclusion in the **BENEFIT INFORMATION** section of the policy is amended so that it will be applied only if the disability begins in the first 12 months after the insured's effective date of coverage for the applicable benefit, or such shorter time as provided in the policy.

**For residents of Wisconsin:**

The **Pre-existing Condition** exclusion in the **OTHER FEATURES** provision of the **BENEFITS AT A GLANCE** section of the policy is amended so that if the last number is greater than 12 months, it is reduced to 12 months and any **Pre-existing Condition** exclusion in the **BENEFIT INFORMATION** section of the policy is amended so that it will be applied only if the disability begins in the first 12 months after the insured's effective date of coverage for the applicable benefit, or such shorter time as provided in the policy.

# ERISA

## Additional Summary Plan Description Information

If the policy provides benefits under a Plan which is subject to the Employee Retirement Income Security Act of 1974 (ERISA), the following provisions apply. These provisions, together with your certificate of coverage, constitute the summary plan description. The summary plan description and the policy constitute the Plan. Benefit determinations are controlled exclusively by the policy, your certificate of coverage and the information contained in this document.

**Name of Plan:**
501 Plan

**Name and Address of Employer:**
Beta Healthcare Group
1443 Danville Blvd
Alamo, California
94507

**Plan Identification Number:**
a. Employer IRS Identification #: 94-3102790
b. Plan #: 501

**Type of Welfare Plan:**
Disability Income

**Type of Administration:**
The Plan is administered by the Plan Administrator. Benefits are administered by the insurer and provided in accordance with the insurance policy issued to the Plan.

**ERISA Plan Year Ends:**
December 31

**Plan Administrator, Name, Address, and Telephone Number:**
Beta Healthcare Group
1443 Danville Blvd
Alamo, California
94507
(925) 726-9745

Beta Healthcare Group is the Plan Administrator and named fiduciary of the Plan, with authority to delegate its duties. The Plan Administrator may designate Trustees of the Plan, in which case the Administrator will advise you separately of the name, title and address of each Trustee.

**Agent for Service of Legal Process on the Plan:**
Beta Healthcare Group
1443 Danville Blvd
Alamo, California
94507

Service of legal process may also be made upon the Plan Administrator, or a Trustee of the Plan, if any.

**Funding and Contributions:**

The Plan is funded by insurance issued by Unum Life Insurance Company of America, 2211 Congress Street, Portland, Maine 04122 (hereinafter referred to as "Unum") under policy number 920844 011. Contributions to the Plan are made as stated under "WHO PAYS FOR THE COVERAGE" in the Certificate of Coverage.

## EMPLOYER'S RIGHT TO AMEND THE PLAN

The Employer reserves the right, in its sole and absolute discretion, to amend, modify, or terminate, in whole or in part, any or all of the provisions of the Plan (including any related documents and underlying policies), at any time and for any reason or no reason. Any amendment, modification, or termination must be in writing and endorsed on or attached to the Plan.

## EMPLOYER'S RIGHT TO REQUEST POLICY CHANGE

The Employer can request a policy change. Only an officer of Unum can approve a change. The change must be in writing and endorsed on or attached to the policy.

## MODIFYING OR CANCELLING THE POLICY OR A SHORT TERM DISABILITY PLAN UNDER THE POLICY

The policy or a short term disability plan under the policy can be cancelled:

- by Unum; or
- by the Employer.

Unum may cancel or offer to modify the policy or a short term disability plan if:

- our participation requirements are not met, as applicable;
- the Employer does not promptly provide Unum with information that is reasonably required;
- the Employer fails to perform any of its obligations that relate to the policy;
- the premium is not paid in accordance with the provisions of the policy that specify whether the Employer, the employee, or both, pay(s) the premiums;
- the Employer does not promptly report to Unum the names of any employees who are added or deleted from the eligible group;
- there is a significant change, in the size, occupation or age of the eligible group as a result of a corporate transaction such as a merger, divestiture, acquisition, sale or reorganization of the Employer and/or its employees; or
- a state or federal law requires a modification.

If Unum cancels or modifies the policy or a short term disability plan, for any of the reasons listed above, a written notice will be delivered to the Employer at least 31 days prior to the cancellation date or modification date. The Employer may cancel the policy or a short term disability plan if the modifications are unacceptable.

If any premium is not paid during the 31 day grace period, the policy or a short term disability plan will terminate automatically at the end of the grace period. The

Employer is liable for premium for coverage during the grace period. The Employer must pay Unum for premium due for the full period the policy is in force. Unum will not cancel the policy or a short term disability plan during a period for which the Employer has paid premium.

The Employer may cancel the policy or a short term disability plan by written notice delivered to Unum at least 31 days prior to the cancellation date. When both the Employer and Unum agree, the policy or a short term disability plan can be cancelled on an earlier date. If Unum or the Employer cancels the policy or a short term disability plan, coverage will end at 12:00 midnight on the last day of coverage.

If the policy or a short term disability plan is cancelled, the cancellation will not affect a payable claim.

## HOW TO FILE A CLAIM

If you wish to file a claim for benefits, you should follow the claim procedures described in your insurance certificate. To complete your claim filing, Unum must receive the claim information it requests from you (or your authorized representative), your attending physician and your Employer. If you or your authorized representative has any questions about what to do, you or your authorized representative should contact Unum directly.

## CLAIMS PROCEDURES

Unum will give you notice of the decision no later than 45 days after the claim is filed. This time period may be extended twice by 30 days if Unum both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies you of the circumstances requiring the extension of time and the date by which Unum expects to render a decision. If such an extension is necessary due to your failure to submit the information necessary to decide the claim, the notice of extension will specifically describe the required information, and you will be afforded at least 45 days within which to provide the specified information. If you deliver the requested information within the time specified, any 30 day extension period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, Unum may decide your claim without that information.

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

- state the specific reason(s) for the determination;

- reference specific Plan provision(s) on which the determination is based;

- describe additional material or information necessary to complete the claim and why such information is necessary;

- describe Plan procedures and time limits for appealing the determination, and your right to obtain information about those procedures and the right to bring a lawsuit under Section 502(a) of ERISA following an adverse determination from Unum on appeal; and

- disclose any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or state that such information will be provided free of charge upon request).

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

## APPEAL PROCEDURES

You have 180 days from the receipt of notice of an adverse benefit determination to file an appeal. Requests for appeals should be sent to the address specified in the claim denial. A decision on review will be made not later than 45 days following receipt of the written request for review. If Unum determines that special circumstances require an extension of time for a decision on review, the review period may be extended by an additional 45 days (90 days in total). Unum will notify you in writing if an additional 45 day extension is needed.

If an extension is necessary due to your failure to submit the information necessary to decide the appeal, the notice of extension will specifically describe the required information, and you will be afforded at least 45 days to provide the specified information. If you deliver the requested information within the time specified, the 45 day extension of the appeal period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, Unum may decide your appeal without that information.

You will have the opportunity to submit written comments, documents, or other information in support of your appeal. You will have access to all relevant documents as defined by applicable U.S. Department of Labor regulations. The review of the adverse benefit determination will take into account all new information, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination.

The review will be conducted by Unum and will be made by a person different from the person who made the initial determination and such person will not be the original decision maker's subordinate. In the case of a claim denied on the grounds of a medical judgment, Unum will consult with a health professional with appropriate training and experience. The health care professional who is consulted on appeal will not be the individual who was consulted during the initial determination or a subordinate. If the advice of a medical or vocational expert was obtained by the Plan in connection with the denial of your claim, Unum will provide you with the names of each such expert, regardless of whether the advice was relied upon.

A notice that your request on appeal is denied will contain the following information:

- the specific reason(s) for the determination;

- a reference to the specific Plan provision(s) on which the determination is based;

- a statement disclosing any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or a statement that such information will be provided free of charge upon request);

- a statement describing your right to bring a lawsuit under Section 502(a) of ERISA if you disagree with the decision;

- the statement that you are entitled to receive upon request, and without charge, reasonable access to or copies of all documents, records or other information relevant to the determination; and

- the statement that "You or your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency".

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

Unless there are special circumstances, this administrative appeal process must be completed before you begin any legal action regarding your claim.

## YOUR RIGHTS UNDER ERISA

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, if, for example, it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## OTHER RIGHTS

Unum, for itself and as claims fiduciary for the Plan, is entitled to legal and equitable relief to enforce its right to recover any benefit overpayments caused by your receipt of disability earnings or deductible sources of income from a third party. This right of recovery is enforceable even if the amount you receive from the third party is less than the actual loss suffered by you but will not exceed the benefits paid you under the policy. Unum and the Plan have an equitable lien over such sources of income until any benefit overpayments have been recovered in full.

**Addendum to the "Additional Summary Plan Description Information" included with your certificate of coverage or policy and effective for claims filed on or after April 1, 2018.**

The regulations governing ERISA disability claims and appeals have been amended. The amended regulations apply to disability claims filed on or after April 1, 2018. To the extent the Additional Summary Plan Description Information included with your certificate of coverage or policy conflicts with these new requirements, these new rights and procedures will apply.

These new rights and procedures include:

Any cancellation or discontinuance of your disability coverage that has a retroactive effect will be treated as an adverse benefit determination, except in the case of failure to timely pay required premiums or contributions toward the cost of coverage.

If you live in a county with a significant population of non-English speaking persons, the plan will provide, in the non-English language(s), a statement of how to access oral and written language services in those languages.

For any adverse benefit determination, you will be provided with an explanation of the basis for disagreeing or not following the views of: (1) health care professionals who have treated you or vocational professionals who have evaluated you; (2) the advice of medical or vocational professionals obtained on behalf of the plan; and (3) any disability determination made by the Social Security Administration regarding you and presented to the plan by you.

For any adverse benefit determination, you will be given either the specific internal rules, guidelines, protocols, standards or other similar criteria of the plan relied upon in making that decision, or a statement that such rules, etc. do not exist.

Prior to a final decision being made on an appeal, you will have the opportunity to review and respond to any new or additional rationale or evidence considered, relied upon, or generated by the plan in connection with your claim.

If an adverse benefit determination is upheld on appeal, you will be given notice of any applicable contractual limitations period that applies to your right to bring legal proceedings and the calendar date on which that period expires.

Should the plan fail to establish or follow ERISA required disability claims procedures, you may be entitled to pursue legal remedies under section 502(a) of the Act without exhausting your administrative remedies, as more completely set forth in section 503-1(l).

## NOTICE OF PROTECTION PROVIDED BY CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that the member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

### COVERAGE

#### Persons Covered

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

#### Amounts of Coverage

The basic coverage protections provided by the Association are as follows:

##### Life Insurance, Annuities and Structured Settlement Annuities

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

- Life Insurance
  - 80% of death benefits but not to exceed $300,000
  - 80% of cash surrender or withdrawal values but not to exceed $100,000

- Annuities and Structured Settlement Annuities
  - 80% of present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed 250,000

The maximum amount of protection provided by the Association to an individual, for all life insurance, annuities and structured settlement annuities is $300,000, regardless of the number of policies or contracts covering the individual.

##### Health Insurance

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016 is $546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which the insurer became an insolvent insurer. Changes to this amount will be posted on the Association's website www.califega.org.

## COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract.
- A policy issued by a health care service plan (HMO), a hospital or medical organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society.
- If the person is provided coverage by the guaranty association of another state.
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual.
- Employer and association plans to the extent they are self funded or uninsured.
- A policy or contract providing any health care benefits under Medicare Part C or Part D.
- An annuity issued by an organization that is only licensed to issue charitable gift annuities.
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract.
- Any policy of reinsurance unless an assumption certificate was issued.
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1067.02(b)(2)(C).

## NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at www.califega.org, or contact either of the following:

California Life and Health Insurance Guarantee Association
P.O. Box 16860
Beverly Hills, CA 90209-3319
(323) 782-0182

California Department of Insurance
Consumer Communications Bureau
300 South Spring Street
Los Angeles, CA 90013
(800) 927-4357

**Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.**