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## **Hays Consolidated Independent School District**

**Policy # 940295**

Please read carefully the following description of your Unum Educator Select Income Protection Plan insurance.

### **Your Plan**

#### **Eligibility**

You are eligible for disability coverage if you are an active employee in the United States working a minimum of 20 hours per week. The date you are eligible for coverage is the later of: the plan effective date; or the day after you complete the waiting period.

#### **Guarantee Issue**

Coverage is available to you without answering any medical questions or providing evidence of insurability. You may enroll on or before the enrollment deadline or within 60 days after you first become eligible. After the initial enrollment period, you can apply only during an annual enrollment period or within 31 days of a Qualifying Life Event.

Benefits are subject to the pre-existing condition exclusion referenced later in this document.

Please see your Plan Administrator for your eligibility date.

#### **Benefit Amount**

You may purchase a monthly benefit in \$100 units, starting at a minimum of \$200, up to 66 2/3% of your monthly earnings rounded to the nearest \$100, but not to exceed a monthly maximum benefit of \$8,000. Please see your Plan Administrator for the definition of monthly earnings.

The total benefit payable to you on a monthly basis (including all benefits provided under this plan) will not exceed 100% of your monthly earnings. However, if you are participating in Unum's Rehabilitation and Return to Work Assistance program, the total benefit payable to you on a monthly basis (including all benefits provided under this plan) will not exceed 110% of your monthly earnings.

#### **Elimination Period**

The Elimination Period is the length of time of continuous disability, due to sickness or injury, which must be satisfied before you are eligible to receive benefits.

**You may choose an Elimination Period (injury/sickness) of 14/14, 30/30, 60/60, 90/90 or 180/180 days.**

If, because of your disability, you are hospital confined as an inpatient, benefits begin on the first day of inpatient confinement. Inpatient means that you are confined to a hospital room due to your sickness or injury for 23 or more consecutive hours. (Applies to Elimination Periods of 30 days or less.)

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**Benefit Duration**

Your duration of benefits is based on your age when the disability occurs.

**Plan: SS ADEA:** Your duration of benefits is based on the following table:

<u>Age at Disability</u>	<u>Maximum Duration of Benefits</u>
Less than Age 62	To Social Security Normal Retirement Age
Age 62	60 months
Age 63	48 months
Age 64	42 months
Age 65	36 months
Age 66	30 months
Age 67	24 months
Age 68	18 months
Age 69 or older	12 months

  

<u>Year of Birth</u>	<u>Social Security Normal Retirement Age</u>
1937 or before	65 years
1938	65 years 2 months
1939	65 years 4 months
1940	65 years 6 months
1941	65 years 8 months
1942	65 years 10 months
1943-1954	66 years
1955	66 years 2 months
1956	66 years 4 months
1957	66 years 6 months
1958	66 years 8 months
1959	66 years 10 months
1960 and after	67 years

**Federal Income Taxation**

You may wonder if your disability benefit amount will be taxed. It depends on how your premium — the price of your coverage — is paid.

**Your premium is paid with:**

- **Post-Tax Dollars,\*** your benefit amount **will not** be taxed

The disability benefit amounts you receive will be reported annually on a W-2. It will show any taxable and non-taxable portions separately.

*\*Post-Tax Dollars are dollars paid through payroll deductions after taxes and withholdings have been subtracted from your earnings. They are also dollars paid by your employer toward premium that are reported as earnings on your annual W-2 and taxed accordingly.*

**Additional Benefits****Return to Work/  
Work Incentive Benefit**

Unum supports efforts that enable a disabled employee to remain on the job or return to work as soon as possible. If you are disabled but working part time with monthly disability earnings of 20% or more of your indexed monthly earnings, during the first 12 months, the monthly benefit will not be reduced by any earnings until the gross disability payment plus your disability earnings, exceeds 100% of your indexed monthly earnings. The monthly benefit will then be reduced by that amount.

**Rehabilitation and Return to  
Work Assistance**

Unum has a vocational Rehabilitation and Return to Work Assistance program available to assist you in returning to work. We will make the final determination of your eligibility for participation in the program, and will provide you with a written Rehabilitation and Return to Work

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Assistance plan developed specifically for you. This program may include, but is not limited to the following benefits:

- coordination with your Employer to assist your 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.

If you are participating in a Rehabilitation and Return to Work Assistance program, we will also pay an additional disability benefit of 10% of your gross disability payment to a maximum of \$1,000 per month. In addition, we will make monthly payments to you for 3 months following the date your disability ends, if we determine you are no longer disabled while:

- you are participating in a Rehabilitation and Return to Work Assistance program; and
- you are not able to find employment.

(This benefit is not allowed in New Jersey.)

#### **Worksite Modification**

If a worksite modification will enable you to remain at work or return to work, a designated Unum professional will assist in identifying what's needed. A written agreement must be signed by you, your employer and Unum, and we will reimburse your employer for the greater of \$1,000 or the equivalent of two months of your disability benefit.

#### **Waiver of Premium**

After you have received disability payments under the plan for 90 consecutive days, from that point forward you will not be required to pay premiums as long as you are receiving disability benefits.

#### **Survivor Benefit**

Unum will pay your eligible survivor a lump sum benefit equal to 3 months of your gross disability payment.

This benefit will be paid if, on the date of your death, your disability had continued for 180 or more consecutive days, and you were receiving or were entitled to receive payments under the plan. If you have no eligible survivors, payment will be made to your estate, unless there is none. In that case, no payment will be made. However, we will first apply the survivor benefit to any overpayment which may exist on your claim.

You may receive your survivor benefit prior to your death if you are receiving monthly payments and your physician certifies in writing that you have been diagnosed as terminally ill and your life expectancy has been reduced to less than 12 months. This benefit is only payable once and if you elect to receive this benefit, no survivor benefit will be payable to your eligible survivor upon your death. (Note this "Accelerated Survivor Benefit" is not available in Connecticut.)

#### **Dependent Care Expense Benefit**

If you are disabled and participating in Unum's Rehabilitation and Return to Work Assistance program, Unum will pay a Dependent Care Expense Benefit when you are disabled and you provide satisfactory proof that you:

- are incurring expenses to provide care for a child under the age of 15;
- and/or start incurring expenses to provide care for a child age 15 or older or a family member who needs personal care assistance.

The payment will be \$350 per month per dependent, to a maximum of

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\$1,000 per month for all dependent care expenses combined.

## **Other Important Provisions**

### **Pre-existing Condition**

Benefits will be paid for one month for disabilities caused by, contributed to by, or resulting from a pre-existing condition. You have a pre-existing condition if:

- you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines in the 3 months just prior to your effective date of coverage; and the disability begins in the first 12 months after your effective date of coverage.

### **Definition of Disability**

You are disabled when Unum determines that:

- you are limited from performing the material and substantial duties of your regular occupation; and
- you have a 20% or more loss in indexed monthly earnings due to the same sickness or injury.
- After benefits have been paid for 24 months, you are disabled when Unum determines that due to the same sickness or injury, you are unable to perform the duties of any gainful occupation for which you are reasonably fitted by education, training or experience.

You must be under the regular care of a physician in order to be considered disabled.

### **Gainful Occupation**

Gainful occupation means an occupation that is or can be expected to provide you with an income within 12 months of your return to work, that exceeds 80% of your indexed monthly earnings if you are working or 60% of your indexed monthly earnings if you are not working.

### **Benefit Integration**

**Your disability benefit will be reduced by deductible sources of income and any earnings you have while disabled.** Your gross disability payment will be reduced immediately by such items as disability income or other amounts you receive or are entitled to receive from workers compensation or similar occupational benefit laws, sabbatical or assault leave plans and the amount of earnings you receive from an extended sick leave plan as described in Louisiana Revised Statutes or any other act or law with similar intent.

After you have received monthly disability payments for 12 months, your gross disability payment will be reduced by such items as additional deductible sources of income you receive or are entitled to receive under: state compulsory benefit laws; automobile liability insurance; legal judgments and settlements; certain retirement plans; salary continuation or sick leave plans; other group or association disability programs or insurance; and amounts you or your family receive or are entitled to receive from Social Security or similar governmental programs.

Regardless of deductible sources of income, an employee who qualifies for disability benefits is guaranteed to receive a minimum benefit amount of the greater of \$100 or 10% of the gross disability payment.

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**Mental Illness**

The lifetime cumulative maximum benefit period for all disabilities due to mental illness is 24 months. Only 24 months of benefits will be paid for any combination of such disabilities even if the disabilities are not continuous and/or are not related. Payments would continue beyond 24 months only if you are confined to a hospital or institution as a result of the disability.

**Instances When Benefits Would Not Be Paid**

Benefits will not be paid for disabilities caused by, contributed to by, or resulting from:

- intentionally self-inflicted injuries;
- active participation in a riot;
- commission of a crime for which you have been convicted;
- loss of professional license, occupational license or certification;

Unum will not cover a disability due to war, declared or undeclared, or any act of war.

Unum will not pay a benefit for any period of disability during which you are incarcerated.

**Termination of Coverage**

Your coverage under the policy ends on the earliest of the following:

- The date the policy or plan 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;
- The later of the last day you are in active employment except as provided under the covered layoff or leave of absence provision; or if applicable, the last day of your contract with your Employer but not beyond the end of your Employer's current school contract year.

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

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**Next Steps****How to Apply/  
Effective Date of Coverage**

To apply for coverage, complete your enrollment form during your initial enrollment or within 60 days of your eligibility date or within 31 days of a Qualifying Life Event. Please see your Plan Administrator for your more information.

If you do not enroll during the initial enrollment period, you may apply only during an annual enrollment or within 31 days of a Qualifying Life Event.

**Delayed Effective Date of Coverage**

If you are absent from work due to injury, sickness, temporary layoff or leave of absence, your coverage will not take effect until you return to active employment. Please contact your Plan Administrator after you return to active employment for when your coverage will begin.

**Questions**

If you should have any questions about your coverage or how to enroll, please contact your Plan Administrator.

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This plan highlight is a summary provided to help you understand your insurance coverage from Unum. Some provisions may vary or not be available in all states. Please refer to your certificate booklet for your complete plan description. If the terms of this plan highlight summary or your certificate differ from your policy, the policy will govern. For complete details of coverage, please refer to policy form number C.FP-1, et al.

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