

Pittsford Central School District

Your Group Long Term Disability Plan

Identification No. 00040056.001

Underwritten by Unum Life Insurance Company of America

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CERTIFICATE OF COVERAGE

First UNUM Life Insurance Company (referred to as "we," "our" and "us") welcomes your employer as a client.

This is your certificate of coverage as long as you are eligible for insurance and you become and remain insured. Keep it in a safe place.

A few words about this certificate of coverage.....

We have written it in plain English. But a few terms and provisions are written as required by insurance law. You will want to read it carefully. If you have any questions about any terms and provisions, please contact the Insurance Administrator at your work location or write to our claims paying office. We will assist you in any way we can to help you understand your benefits.

Also, if the terms of your certificate of coverage and the policy differ, the policy will govern. Your coverage may be terminated or modified in whole or in part under the terms and provisions of the policy.

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President

SYNOPSIS

The insurance evidenced by this certificate provides disability income insurance only. It does NOT provide basic hospital, basic medical or major medical insurance as defined by the New York State Insurance Department.

EXCLUSIONS

General Exclusions: see page 19.

Pre-existing Condition Exclusion: see page 19.

Pre-existing Condition Exclusion

on Increased Maximum: see page 3.

LIMITATIONS

PLAN OUTLINE

Description of Eligible Classes

Class 1 - Administrators

Class 2 - Teachers

Class 3 - All Others

Amount of Insurance

Class 1

- 66 2/3% (benefit percentage) of basic monthly earnings not to exceed the maximum monthly benefit, less other income benefits.
- The maximum monthly benefit is \$9,000.

Class 2 & Class 3

- 66 2/3% (benefit percentage) of basic monthly earnings not to exceed the maximum monthly benefit, less other income benefits.
- The maximum monthly benefit is \$5,000.

All Classes

- The minimum monthly benefit is the greater of:
 - \$50.00; or
 - 10% of the monthly benefit before deductions for other income benefits.

Maximum Benefit Period

Age at Disability	Maximum Benefit Period
Less than age 60	To age 65
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and over	12 months

Elimination Period: 90 days or expiration of sick leave, whichever is greater.

For Bus Drivers

Minimum Requirement for Active Employment: 27.5 hours per week

For All Others

Minimum Requirement for Active Employment: 30 hours per week

Definition of Basic Monthly Earnings

"Basic monthly earnings" means your monthly rate of earnings from the employer in effect just prior to the date total disability begins. It does not include commissions, bonuses, overtime pay and other extra compensation.

Waiting Period:

- If you were in an eligible class on or before the policy effective date:
 None
- If you entered an eligible class after the policy effective date: First of the month coincident with or next following date of employment
- The waiting period is waived if you were formerly in an ineligible class. But you must have been continuously employed by the employer for a period of time equal to the waiting period.

Contributions

Class 1

The cost of your insurance is paid by your employer.

Class 2

The cost of your insurance is paid by you.

Class 3

The cost of your insurance is shared by both you and your employer.

Change Effective

Subject to the delayed effective date exceptions, changes in insurance take effect immediately.

Continuation of Your Insurance During Certain Absences

Type of Absence
Temporary Layoff or
Leave of Absence

Time Limit
To the end of the policy
month following the policy
month in which the layoff or
leave of absence begins.

TERMS YOU SHOULD KNOW

Many terms used in your certificate of coverage have special meanings. A list of these terms and meanings follows:

- "Active employment" means you must be working:
 - for your employer on a permanent full-time basis and paid regular earnings;
 - 2. at least the minimum number of hours shown in the plan outline; and either
 - 3. at your employer's usual place of business; or
 - 4. at a location to which your employer's business requires you to travel.
- "Basic monthly earnings" as defined in the plan outline.
- "Complications of pregnancy" means pregnancy complicated by concurrent disease or abnormal conditions significantly affecting usual medical management.
- "Disability benefits," when used with the term retirement plan, means money which:
 - 1. is payable under a retirement plan due to disability as defined in that plan; and
 - 2. does not reduce the amount of money which would have been paid as retirement benefits at the normal retirement age under the plan if the disability had not occurred. (If the payment does cause such a reduction, it will be deemed a retirement benefit as explained in this certificate of coverage.)
- "Eligibility date" means the date you become eligible for insurance after completing the waiting period shown in the plan outline.
- "Elimination period" means a period of consecutive days of total disability for which no benefit is payable. The elimination period is shown in the plan outline and begins on the first day of total disability. Note: If total disability stops during the elimination period for any 7 (or less) days then the total disability will be treated as continuous. But days that you are not totally disabled will not count toward the elimination period.

- "Employer" means the policyholder and includes any division, any subsidiary or any affiliated company named in the policy.
- "Evidence of insurability" means a statement or proof of your medical history upon which we will determine your acceptance for insurance.
- "Home office" means First UNUM Life Insurance Company, Suite 300, Christiana Building, 120 White Plains Road, Tarrytown, New York, 10591-5532.
- "Injury" means bodily injury resulting directly from an accident and independently of all other causes. The injury must occur while you are insured and total disability must begin within 30 days of the injury. But any total disability which begins after the policy terminates will not be covered if you become eligible for coverage under any other group long term disability policy or any other arrangement.

Exception: Any total disability which begins more than 30 days after an injury will be considered a sickness for the purpose of determining benefits under the policy.

- "Monthly benefit" means the amount we will pay you when you are disabled.
- "Physician" means a person who is:
 - 1. operating within the scope of his license; and either
 - 2. licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
 - legally qualified as a medical practitioner and required to be recognized, under the policy for insurance purposes, according to the insurance statutes or the insurance regulations of the governing jurisdiction.

It will not include you or your spouse, daughter, son, father, mother, sister or brother.

- "Retirement benefits," when used with the term retirement plan, means money which:
 - 1. is payable under a retirement plan either in a lump sum or in the form of periodic payments;
 - 2. does not represent contributions made by you (payments which represent your contributions are deemed to be received over your expected remaining life regardless of when such payments are actually received); and
 - 3. is payable upon:
 - a. early or normal retirement; or
 - b. disability if the payment does reduce the amount of money which would have been paid at the normal retirement age under the plan if the disability had not occurred.

Note: The following early retirement benefits are not considered retirement benefits under the policy:

- those which you receive because the retirement plan compels their receipt; and
- ii. those which reduce the amount of money which would have been paid as retirement benefits at the normal retirement age under the plan.
- "Retirement plan" means a plan which provides your retirement benefits and which is not funded wholly by your contributions. The term shall not include a profit-sharing plan, a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, or a non-qualified plan of deferred compensation.

Note: "Employer's retirement plan" is deemed to include any retirement plan:

- 1. which is part of any federal, state, county, municipal or association retirement system; and
- 2. for which you are eligible as a result of employment with the employer.
- "Sickness" means illness or disease. It includes pregnancy unless excluded in the General Exclusions section of this certificate of coverage. Total disability must begin while you are insured under the policy.
- "Total disability" and "totally disabled" see last page of these terms.
- "Waiting period," as shown in the plan outline, means the continuous length of time you must serve in an eligible class to reach your eligibility date.
- "You" and "your" means you, the employee.

- "Total disability" and "totally disabled" mean that because of injury or sickness:
 - 1. you cannot perform each of the material duties of your regular occupation; and
 - 2. after benefits have been paid for 24 months, you cannot perform each of the material duties of any gainful occupation for which you are reasonably fitted by training, education or experience.

ENROLLMENT AND DATE INSURANCE STARTS

When can you enroll?

You can enroll if you are:

- 1. in active employment with your employer; and
- 2. in a class eligible for insurance.

When does insurance start?

Insurance will start at 12:01 a.m. on the day determined as follows, but only if you enroll for insurance with us through your employer on a form satisfactory to us.

If you do contribute toward the plan's cost, your insurance will start on the latest of these dates:

- your eligibility date. But you must enroll on or before this date.
 the date you enroll if you do so within 31 days after your eligibility date.
- 3. the date we give approval, if you:
 - a. apply more than 31 days after your eligibility date; or b. terminated your insurance while still eligible.

In the case of a. and b. above, you must submit, at your expense, an application and evidence of insurability to us for approval.

But no initial, increased or additional insurance will apply to you if you are not in active employment on the effective date of such insurance because of a disability. Such insurance will start for you on the day you return to active employment.

TOTAL DISABILITY

When do total disability benefits become payable?

We will pay you a monthly benefit after the end of the elimination period when we receive proof that you:

- are totally disabled due to sickness or injury; and
 require the regular attendance of a physician.

What conditions must be met for benefit payments to continue?

We will pay you as long as you remain totally disabled and require the regular attendance of a physician. But we will not pay any longer than the maximum benefit period shown in the plan outline.

Also, you must give us proof of these facts, at your own expense, when we ask for it.

How is the benefit figured?

To figure the amount of your monthly benefit:

- 1. Multiply your basic monthly earnings by the benefit percentage shown in the plan outline.
- 2. Take the lesser of:
 - a. the amount figured in step 1; or
 - b. the maximum monthly benefit shown in the plan outline; and then
- 3. Deduct other income benefits from this amount.

The benefit payable will never be less than the minimum monthly benefit shown in the plan outline.

What are "other income benefits"?

Other income benefits means those benefits shown below.

- 1. The amount for which you are eligible under:
 - a. Workers' or Workmen's Compensation Law;
 - b. occupational disease law; or
 - c. any other act or law of like intent.
- 2. The amount of any disability income benefits for which you are eligible under any compulsory benefit act or law.
- The amount of any disability income benefits for which you are eligible under:
 - a. any other group insurance plan of your employer;
 - b. any governmental retirement system as a result of your job with your employer.
- 4. The amount of disability benefits and/or retirement benefits you receive under your employer's retirement plan.

- The amount of disability or retirement benefits under the United States Social Security Act, The Canada Pension Plan, or the Quebec Pension Plan, or any similar plan or act, as follows:
 - a. disability or unreduced retirement benefits for which:
 - i. you are eligible; and
 - ii. your spouse, child or children are eligible because of your disability; or
 - iii. your spouse, child or children are eligible because of your eligibility for unreduced retirement benefits; or
 - b. reduced retirement benefits received by:
 - you; and i.
 - ii. your spouse, child or children because of your receipt of the reduced retirement benefits.

These other income benefits, except retirement benefits, must be payable as a result of the same total disability for which we pay a benefit. Benefits under item 5.a above will be estimated if such benefits:

- 1. have not been awarded; and
- have not been denied; or
 have been denied and the denial is being appealed.

The monthly benefit will be reduced by the estimated amount. But, these benefits will not be estimated provided that you:

- 1. apply for benefits under item 5.a; and
- request and sign our Agreement Concerning Benefits.

This agreement states that you promise to repay us any overpayment caused by an award received under item 5.a. If benefits have been estimated, the monthly benefit will be adjusted when we receive proof:

- 1. of the amount awarded; or
- 2. that benefits have been denied and the denial is not being appealed.

In the case of 2. directly above, a lump sum refund of the estimated amounts will be made.

"Law," "plan," or "act" means the initial enactment and all amendments.

What happens if you receive increases in these other income benefits?

After the first deduction for each of the other income benefits, we will not further reduce your monthly benefit due to any cost of living increases payable under these other income benefits.

What if you receive a lump sum payment?

We will prorate other income benefits which are paid in a lump sum on a monthly basis over the time period for which the sum is given. If no time period is stated, the sum will be prorated on a monthly basis over your expected lifetime as determined by us.

When does the monthly benefit cease?

The monthly benefit will cease on the earliest of:

- 1. the date you cease to be totally disabled;
- the date you die;
 the end of the maximum benefit period.

Must premium payments be made when you are receiving benefits?

No, we will waive premium payments during any period for which benefits are payable.

PARTIAL DISABILITY

What does partial disability mean?

"Partial disability" and "partially disabled" mean that:

- For your regular occupation you cannot perform all the material duties
 of your regular occupation on a full-time basis, but you are performing
 at least one of the material duties of your regular occupation on a part-time
 or full-time basis.
- 2. For any other occupation after receiving 24 months of total disability benefits, you remain completely unable to perform each of the material duties of your regular occupation, but you are performing the duties of any other gainful occupation for which you are reasonably fitted by training, education or experience.

What are indexed pre-disability earnings?

"Indexed pre-disability earnings" means your basic monthly earnings in effect just prior to the date your disability began adjusted by 3% on the July 1st following one full calendar year during which you have been continuously disabled. These earnings will be adjusted each following July 1st to a maximum of 5 adjustments.

When are these benefits payable?

Subject to the following, we will pay partial disability benefits when we receive proof that you became partially disabled within 31 days of the end of a period during which you received total disability benefits. The partial disability must result from the injury or sickness that caused total disability.

How is the benefit figured?

To figure your partial disability benefit, you must figure your total disability benefit, then reduce that amount by 50% of the earnings you receive while partially disabled.

What conditions must be met for benefit payments to continue if you return to your job?

We will continue to pay a monthly benefit while you are partially disabled after you receive 24 months of:

1. total disability benefits; or

2. total and partial disability benefits.

But the monthly benefit will continue only while your partial disability earnings are less than 80% of your indexed pre-disability earnings. Benefits will cease on the date partial disability earnings equal or exceed this limit.

What conditions must be met for benefit payments to continue if you take another job?

After you receive 24 months of total disability benefits, we will pay a monthly benefit while you are partially disabled, but only while your partial disability earnings are less than 80% of your indexed pre-disability earnings. Benefits will cease on the date partial disability earnings equal or exceed this limit.

Are there any other requirements?

We may require any evidence needed to verify your earnings and proof of continuing partial disability.

When do these benefits cease?

Partial disability benefits will cease on the earliest of:

- 1. the date you cease to be partially disabled;
- 2. the date you die;
- 3. the end of the maximum benefit period;
- 4. the date you are eligible for benefits under any other group long term disability policy.

RECURRENT DISABILITY

What happens if you try to return to work and become disabled again? "Recurrent Disability" is a disability which is related to a prior disability for which you received a monthly benefit.

We will treat a recurrent disability as part of the prior total disability if, after receiving total disability benefits, you:

- 1. return to your regular occupation on a full-time basis for less than six months; and
- 2. perform all the material duties of your occupation.

Benefit payments will be subject to the terms of this plan for the prior total disability.

If you return to your regular occupation on a full-time basis for six months or more, a recurrent disability will be treated as a new period of total disability. You must complete another elimination period.

If you become eligible for coverage under any other group long term disability policy, this recurrent disability section will cease to apply to you.

SURVIVOR BENEFIT

What happens to your benefit if you die?

We will pay a benefit to your eligible survivor when we receive proof that you died:

- 1. after total disability had continued for 180 or more consecutive days; and
- 2. while receiving a monthly benefit.

The benefit will be an amount equal to three times your last monthly benefit.

If payment becomes due to your children, payment will be made to:

- 1. your children; or
- 2. a person named by us to receive payments on your children's behalf. This payment will be valid and effective against all claims by others representing or claiming to represent your children.

"Eligible survivor" means your spouse, if living, otherwise your children under age 25.

"Last monthly benefit" means the monthly benefit we paid to you immediately prior to your death but not including any reduction for wages earned while partially disabled.

GENERAL EXCLUSIONS

What disabilities aren't covered?

We will not cover any total disability due to:

- 1. war, declared or undeclared, or any act of war;
- 2. intentionally self-inflicted injuries;
- 3. active participation in a riot.

PRE-EXISTING CONDITION EXCLUSION

Are there any other disabilities not covered?

Yes, we will not cover any total disability:

- 1. caused by, or contributed to by a pre-existing condition; or
- 2. resulting from a pre-existing condition.

But, we will cover that total disability once you have performed the material duties of your occupation:

- on a full-time basis;
 for at least five consecutive days after your effective date.

"Pre-existing condition" means a sickness for which you received medical treatment, consultation, care or services including diagnostic measures, or had taken prescribed drugs or medicines within 30 days prior to your effective date.

TERMINATION

When does your insurance terminate?

You will cease to be insured on the earliest of the following dates:

- 1. the date the policy terminates;
- 2. the date you are no longer in an eligible class;
- 3. the date your class is no longer included for insurance;
- 4. the last day for which you made any required employee contribution;
- the date employment terminates.

Cessation of active employment will be deemed termination of employment, except:

- a. your insurance will be continued if you are absent due to total disability during:
 - i. the elimination period; and
 - ii. the period during which premium is being waived.
- b. your employer may continue your insurance by paying the required premium, subject to the following.
 - i. Insurance may be continued for the time shown in the plan outline if you are:
 - ai. temporarily laid off; or
 - aii. given leave of absence.
 - ii. The employer must act so as not to discriminate unfairly among employees in similar situations.

SOME GENERAL INFORMATION TO KNOW

When must we be notified of a claim?

You must give us written notice of claim within 30 days of the date total disability starts. If that is not possible, you must notify us as soon as you can. When we receive your written notice of claim, we will send you our claim forms. If you do not receive the forms within 15 days after you sent the notice, you can send written proof of claim without waiting for the form.

When does proof of claim have to be given?

You must give us proof of claim no later than 90 days after the end of the elimination period.

If it is not possible for you to give proof within these time limits, it must be given as soon as reasonably possible. You must give us proof of continued total disability and regular attendance

You must give us proof of continued total disability and regular attendance of a physician within 45 days of the date we request the proof.

The proof must cover:

- 1. the date total disability started;
- 2. the cause of total disability; and
- 3. how serious the total disability is.

When are claims paid?

When we receive proof of claim, benefits payable under the policy will be paid monthly during any period for which we are liable.

Who are claims paid to?

All benefits are payable to you. But if a benefit is payable to your estate, or if you are a minor, or you are not competent, we have the right to pay up to \$1,000 to any of your relatives whom we consider entitled. If we pay benefits in good faith to a relative, we will not have to pay such benefits again.

What are our examination rights?

We, at our expense, have the right and opportunity to have you examined by a physician or vocational expert of our choice to determine the extent of any sickness or injury for which you have made a claim. This right may be used as often as reasonably required.

How can statements made in any application for this insurance be used?

In the absence of fraud, all statements you made when applying for this insurance and providing evidence of insurability are considered representations and not warranties (absolute guarantees). No statements by you will be used to reduce or deny a claim unless a copy of your statements has been given to you.

Can legal proceedings be started at any time?

No, you or your authorized representative cannot start any legal action:

- 1. until 60 days after proof of claim has been given; nor
- 2. more than 3 years after the time proof of claim is required.

What happens if facts are misstated?

- If relevant facts about you were not accurate:

 1. a fair adjustment of premium will be made; and
- 2. the true facts will decide if and in what amount insurance is valid.

Does this coverage affect workers' or workmen's compensation?

The policy is not in lieu of, and does not affect, any requirement for coverage by workers' or workmen's compensation insurance.

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