

# Group Benefits

**Lakeview Community Schools**

**Voluntary Short Term Disability  
Administration**



**CERTIFICATE OF  
GROUP INSURANCE**

**Union Security Insurance Company** certifies that the insurance stated in this Certificate became effective on the Effective Date shown in your Schedule. This Certificate is subject to the provisions of the below numbered *policy* issued by Union Security Insurance Company to the *policyholder*.

Policyholder: Lakeview Community Schools

Group Policy Number: 5460318

Participation Number: 0

Effective Date: For any *period of disability* starting on or after January 1, 2017.

This Certificate replaces any and all Certificates and Certificate Endorsements, if any, issued to you under the *policy*.



President and  
Chief Executive Officer

## SCHEDULE

### Eligible Persons

To be eligible for insurance, a person must be a member of an Eligible Class. The person must also complete a period of continuous service (Service Requirement) with the *policyholder* (or any *associated company*).

**Eligible Class:** Each *full-time* Administrator, Principal, Maintenance Supervisor, or Central Office Staff employee of the *policyholder* or an *associated company*,

- whose *annual pay* is greater than or equal to \$12,000, and
- who is at *active work*, and
- who is working in the United States of America,

as identified on the *policyholder's* or our records, except any temporary or seasonal worker.

*Annual pay* means 52 times *weekly pay*, as defined in the Schedule.

**Associated Companies:** None

**Service Requirement:** None

### Entry Date

Insurance will take effect on the later of (i) the date shown below, and (ii) the day all the eligibility requirements are met.

### Effective Date of Insurance

For *periods of disability* starting on or after January 1, 2017 (subject to Entry Date)

### Short Term Disability Insurance

**Schedule Amount:** The Schedule Amount is the amount you elected. The Schedule Amount must be in \$50 units. The minimum Schedule Amount is \$100 per week and the maximum Schedule Amount is the lesser of \$1,000 per week or 60% of *weekly pay* rounded to the nearest multiple of \$50, if not already an exact multiple. However, the maximum Schedule Amount may exceed 60% of *weekly pay* after the rounding is applied.

You may elect to change your Schedule Amount, subject to the above limits, during each December 1 through December 31, the annual enrollment period agreed upon by the *policyholder* and us. The new Schedule Amount will be effective on the next following policy anniversary. The amount of any increase is subject to a pre-existing conditions period, as described in the "Short Term Disability Insurance" provisions of the *policy*. A pre-existing condition will be considered to have occurred in relation to the effective date of the change, not the effective date of your coverage.

**Schedule Amount for Pre-Existing Conditions:** 25% of the Schedule Amount elected above. However, if only an increase is subject to the Pre-Existing Conditions period, then the Schedule Amount for Pre-Existing Conditions will only include 25% of the increase.

For each day of a period less than a full week, the Schedule Amount will be 1/7th of the amount determined above.

## SCHEDULE (continued)

### Plan Changes

You may change your plan of insurance within 31 days after a change in family status. The effective date of the change will be the first of the month occurring on or after the date of the request. A "change in family status" means your marriage or divorce, the death of your spouse or child, the birth or adoption of your child, the termination of your spouse's employment, or any other event specified in the *policyholder's* IRC Section 125 plan, if any. The amount is subject to a pre-existing conditions period, as described in the "Short Term Disability Insurance" provisions of the *policy*. The effective date will be the date you became insured for the purpose of determining the pre-existing conditions period.

**Minimum Benefit:** If you normally work at least 30 hours per week before your *period of disability* starts, the minimum weekly benefit will be \$25. For any part of a *period of disability* less than a full week, the Minimum Benefit is 1/7th of \$25 for each day of *disability* after the *qualifying period* ends.

The Minimum Benefit will not be payable to a *covered person* paid on less than a 12-month basis during a summer recess:

- in which the person became *disabled*; or
- that follows the school year in which the person became *disabled*.

### Qualifying Period:

For *disability* due to accident – 0 days.

For *disability* due to sickness or pregnancy – 7 days.

### Maximum Interruption During Qualifying Period:

For *disability* due to accident – 0 days.

For *disability* due to sickness or pregnancy – 1 day.

This Maximum applies to all returns to *active work* during any one *qualifying period*.

### Date Benefits Start:

For *disability* due to accident – the 1st day of *disability*.

For *disability* due to sickness or pregnancy – the 8th consecutive day of *disability*.

**Maximum Benefit Period:** 13 weeks for all *short term disability insurance* benefits except the Schedule Amount for Pre-Existing Conditions. 4 weeks for the Schedule Amount for Pre-Existing Conditions.

Any week of a *period of disability*, after satisfaction of the *qualifying period*, when no payment is due from us will be included in determining the **Maximum Benefit Period**.

Any week in which you receive or are due any *weekly pay* from the *policyholder* during any *period of disability*, will be a week for which benefits accrue under the *policy*.

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## GENERAL DEFINITIONS

These terms have the meanings shown here when *italicized*. The pronouns "we", "us", "our", "you", and "your" are not *italicized*.

*Active work* means working *full-time* for the *policyholder* or an *associated company* at your usual place of business.

*Associated company* means any company shown in the *policy* which is owned by or affiliated with the *policyholder*.

*Contributory* means you pay part or all of the premium.

*Covered person* means an eligible employee or member of the *policyholder*, or an *associated company* who has become insured for a coverage.

*Doctor* means a person, other than you, acting within the scope of his or her license to practice medicine and perform surgery.

*Eligible class* means a class of persons eligible for insurance under the *policy*. This class is based on employment or membership in a group.

*Full-time* means working at least 30 hours per week, unless indicated otherwise in the *policy*.

*Home office* means our office in Kansas City, Missouri.

*Injury* means accidental bodily injury. It does not mean intentionally self-inflicted injury while sane or insane.

*No-fault motor vehicle coverage* means a motor vehicle plan that pays disability or medical benefits without considering who was at fault in any accident that occurs.

*Policy* means the group policy issued by us to the *policyholder* that describes the benefits for which you may be eligible.

*Policyholder* means the entity to whom the *policy* is issued.

*Proof of good health* means evidence acceptable to us of the good health of a person.

We, us, and our mean Union Security Insurance Company.

You and your mean an eligible employee or member of the *policyholder* or an *associated company* who has become insured for a coverage.

## DEFINITIONS FOR SHORT TERM DISABILITY INSURANCE

*Accommodation expense* means the costs your employer incurs to accommodate your *disability*, as required by the Americans with Disabilities Act or similar legislation. It also means costs you incur for tools, equipment, furniture, computer software, or other items necessary for you to return to work. The amount of the *accommodation expense* will be limited to \$3,000 for each *period of disability*.

*Disability* or *disabled* means that in a particular week, you satisfy one or more of the Tests, as described below.

### Job Test

An *injury*, or sickness, or pregnancy requires that you be under the *regular care and attendance* of a *doctor*, and prevents you from performing at least one of the *material duties* of your *regular job*.

### Earnings Test

You may be considered *disabled* in any week in which you are actually working, if an *injury*, sickness, or pregnancy, whether past or present, prevents you from earning more than 80% of your *weekly pay* in that week in any *occupation* for which your education, training or experience qualifies you.

If your actual earnings during any week are more than 80% of your *weekly pay*, you will not be considered *disabled* under the Earnings Test during that week. Salary, wages, partnership or proprietorship draw, commissions, bonuses, or similar pay, and any other income you receive or are entitled to receive will be included. However, sick pay and salary continuance for periods not at work will not be included. Any lump sum payment will be pro-rated, based on the time over which it accrued or the period for which it was paid.

You may still be considered *disabled* according to the Job Test, without regard to your level of current earnings, if you meet the requirements of that Test.

If you meet the Earnings Test, *full-time* work in which you are performing all of the *material duties* of your *regular job* or some other *job* will not interrupt the *qualifying period* or the *period of disability*. If you meet the Job Test only, work on less than a *full-time* basis or work in which you are not doing all of the *material duties* of your *regular job*, will not interrupt the *qualifying period* or the *period of disability*.

*Education expense* means, in your *rehabilitation plan*, the reasonable costs you incur which are required for your education or training to return to work. These costs may include the cost of tuition, books, computers, and other equipment.

*Family care expense* means the amount you spend for care of a family member in order for you to work or be retrained under a *rehabilitation plan*. To qualify:

- your family member must be under age 13, or be physically or mentally incapable of caring for him or herself;
- your family member must be dependent on you for support and maintenance; and
- the person who cares for your family member cannot be a relative.

Not more than \$80 per family member per week will be included. A pro-rated amount will apply to any period shorter than a week.



## DEFINITIONS FOR SHORT TERM DISABILITY INSURANCE (continued)

*Government plan* means the United States Social Security Act, the Railroad Retirement Act, the Canadian Pension Plan, similar plans provided under the laws of other nations, and any plan provided under the laws of a state, province, or other political subdivision. It also includes any public employee retirement plan or any teachers' employment retirement plan, or any plan provided as an alternative to any of the above acts or plans. It does not include any Workers' Compensation Act or similar law, or the Maritime Doctrine of Maintenance, Wages, or Cure.

*Job* means the undertaking for pay or profit the performance of specific tasks and duties for an employer.

*Material duty or material duties* as they apply to the Job Test means the essential sets of tasks or skills required for your *regular job*, which cannot be reasonably accommodated. We will consider one *material duty* of your *regular job* to be the ability to work for the *policyholder* on a *full-time* basis as defined in the *policy*. No duty will be considered a *material duty* of your *regular job* if you were not able, as a result of *injury*, sickness, or pregnancy, to perform that duty with reasonable consistency at the time you became a *covered person* or entered that *job*, if later.

*Medical expense* means the reasonable costs you incur for medical treatment, physical therapy, and adaptive equipment necessary for your vocational rehabilitation, in excess of amounts paid or payable by third parties and any amounts under a policy of major medical coverage.

*Moving expense* means the costs you incur to move more than 35 miles so that you can attend school or accept gainful work.

*Occupation* means a group of jobs or related jobs:

- in which a common set of tasks is performed; or
- which are related in terms of similar objectives and methodologies, and which may be related in terms of materials, products, worker actions, or worker characteristics.

*Other plan* means any group disability plan sponsored by your employer, the *policyholder*, or an *associated company*, except the one provided under the *policy*.

*Period of disability* means the time that begins on the day you become *disabled* and ends on the day before you return to *active work*. If you satisfy the *qualifying period* and then:

- return to *active work*;
- become *disabled* again; and
- remain insured under the *policy*;

the same *period of disability* may continue. Your return to *active work* must be for less than:

- 2 weeks, if the later *disability* results from the same cause, or a related one; or
- 1 day, if the later *disability* results from a different cause.

If your return to *active work* meets either of the above conditions, you do not have to satisfy the *qualifying period* again. The Maximum Benefit Period will continue on the day you become *disabled* again.

If you return to *active work* for more than the time shown above, and then become *disabled* again, you will start a new *period of disability*. You must satisfy the *qualifying period* again and the Maximum Benefit Period will start over.

## DEFINITIONS FOR SHORT TERM DISABILITY INSURANCE (continued)

Any day which is not a scheduled working day for a *covered person* will be considered a day of *active work* if the person would have been able to perform his or her normal duties on that day.

*Qualifying period* means the length of time during a *period of disability* that you must be *disabled* before benefits are payable under the Date Benefits Start provision. If you satisfy the Earnings Test during the entire *qualifying period*, the Maximum Interruption During Qualifying Period in the Schedule will not apply. If application of the Job Test, and the Maximum Interruption During Qualifying Period would result in an earlier entitlement to benefits, we will apply those provisions instead of the Earnings Test. In satisfying the Job Test, if you:

- return to *active work* during the *qualifying period* for no more than the maximum number of days shown in the Schedule;
- remain insured under the *policy*; and
- become *disabled* again for the same cause or one related to it;

you will not have to satisfy again the part of the *qualifying period* that you have already fulfilled.

Any days of *active work* (including weekends in between) will not count in satisfying the *qualifying period*.

In any case, you cannot satisfy any part of the *qualifying period* by any *period of disability* that results from a cause for which we do not pay benefits.

*Regular care and attendance* means care at a frequency medically appropriate for your condition. If your condition does not require frequent visits to your *doctor*, neither will we.

*Regular job* means the *job* in which you were working for the *policyholder* immediately prior to becoming *disabled*.

*Rehabilitation plan* means a written agreement between you and us in which, at your request, we agree to provide, arrange, or authorize appropriate vocational or physical rehabilitation services.

*Retirement plan* means a formal or informal retirement plan, whether or not under an insurance or annuity contract. It does not include:

- a plan you pay for entirely;
- a qualified profit-sharing plan;
- a thrift plan;
- an individual retirement account (IRA);
- a tax sheltered annuity (TSA);
- a stock ownership plan;
- a *government plan*; or
- a plan that qualifies under Internal Revenue Service Code 401(k).

*SSA representatives* are persons or organizations which specialize in assisting people to obtain disability benefits under the United States Social Security Act. If you appoint an *SSA representative*, and they agree you are a good candidate, they will help you pursue your Social Security claim.

**DEFINITIONS FOR SHORT TERM DISABILITY INSURANCE (continued)**

*Short term disability insurance* means the group short term disability insurance under the *policy* issued by us to the *policyholder*.

## ELIGIBILITY AND TERMINATION PROVISIONS

### Exception to Effective Date

If you are not at *active work* on the day you would otherwise become insured, your insurance will not take effect until you return to *active work*. If the day your insurance would normally take effect is not a regular work day for you, your insurance will take effect on that day if you are able to do your *regular job*.

### When Your Insurance Ends

Your insurance will end on the date:

- the *policy* ends;
- the *policy* is changed to end the insurance for your *eligible class*;
- you are no longer in an *eligible class*;
- you stop *active work*; however, if you renew your contract with the *policyholder* for the next school year, the *policyholder* may consider insurance to continue even though you stop *active work* during the summer recess; or
- a required contribution was not paid.

## CONTINUITY OF COVERAGE

### Definitions

*Prior plan* means the *policyholder's* plan of group short term disability insurance, if any, under which you were insured on the day before the Effective Date of the *policy*.

*Prior plan benefits* mean the benefits, if any, that would have been paid to you under the *prior plan* had it remained in effect, and had you continued to be insured under the *prior plan*.

### Continuity of Coverage

We will provide continuity of coverage if you were covered under the *prior plan*.

If you are not at *active work* on the Effective Date of the *policy* due to a disability, you are not eligible to become insured under the *policy*. However, we will cover you for the *prior plan benefits* until the earlier of:

- the date you return to *active work*; or
- the end of any period of continuance or extension of the *prior plan*.

If you are not at *active work* on the Effective Date of the *policy* due to a reason other than a disability, and would otherwise be eligible to become insured under the *policy*, we will cover you for the *prior plan benefits* until the earlier of:

- the date you return to *active work*;
- the end of any period of continuance of the *prior plan*; or
- the date coverage ends, according to the provision of the *policy*.

Any benefits payable under the conditions described above will be paid by us:

- as if the *prior plan* had remained in effect; and
- will be reduced by any benefits paid or payable by the *prior plan*.

If you are at *active work* on the Effective Date of the *policy*, you will be insured under the *policy*.

### Prior Plan Credit for Short Term Disability Insurance

The benefits payable for *disability* due to a pre-existing condition are limited or excluded unless you meet certain requirements. For any *disability* which would be limited or excluded during the time period to which this limitation or exclusion applies, we will give you credit for time periods which were met under the *prior plan* by providing the lesser of:

- the benefits of the *policy* without the pre-existing conditions provision, or
- *prior plan benefits* (applying the *prior plan's* pre-existing conditions provision, if any) just as if it had remained in effect.

If you are not eligible for *prior plan benefits* or benefits under the *policy*, no benefit will be paid.

The definition of *period of disability* in the *policy* describes the conditions that must be met for two or more disabilities to be considered as having occurred during one *period of disability*. This allows you to avoid

## CONTINUITY OF COVERAGE (continued)

having to satisfy a separate *qualifying period* for each disability. If you received benefits under the *prior plan*, and become *disabled* again while insured under the *policy*, we will apply this definition just as though the *policy* had been in effect since the date you first became *disabled*.

If we accept a copy of the enrollment card you submitted under the *prior plan*, time insured under the *prior plan* will be credited toward the time-insured requirement shown in the Incontestability section of the Claims Provisions.

## SHORT TERM DISABILITY INSURANCE

### Insurance Provided

If you become *disabled* while insured under the *policy*, we will pay short term disability benefits if you satisfy the *qualifying period*. We will continue to pay benefits during your *disability*, but not beyond the Maximum Benefit Period. Any benefits are subject to the provisions of the *policy*.

### Amount of Benefit

For any *period of disability* resulting from a Pre-Existing Condition, the amount of benefit we will pay is the Schedule Amount for Pre-Existing Conditions. If only an increase is subject to the Pre-Existing Conditions period, then the amount of benefit will also include an amount calculated as if the *period of disability* did not result from a Pre-Existing Condition as described below but use the Schedule Amount in effect on the day immediately before the effective date of the increase.

For any other *period of disability*, the amount of benefit we will pay is the Schedule Amount minus the Offset Amount. However, if the Schedule Amount plus the amount of benefits and payments from Other Sources is more than 70% of your *weekly pay*, your benefit will be further reduced by the excess.

### Offset Amount

If you are eligible for any of the following benefits, the total of all weekly benefits plus the pro-rated amount of any lump sum payments will be subtracted from the Schedule Amount:

- group disability benefits from any *other plan*.
- disability benefits from the United States Social Security Act, including dependent benefits, payable because of your *injury*, sickness, or pregnancy.
- disability benefits from a *government plan*, except Social Security.
- retirement benefits, disability benefits, or similar benefits (not including your contributions) from a *retirement plan* sponsored by your employer, the *policyholder*, or an *associated company*.
- retirement benefits from a *government plan*.
- retirement benefits from the United States Social Security Act unless your *disability* begins after age 65 and you were already receiving such retirement benefits.

Retirement benefits from a *retirement plan* or a *government plan* will be included only if you choose to receive them.

### Other Sources

- If you are eligible to receive any salary, wages, partnership or proprietorship draw, commissions, or similar pay from any work you do, or any payments from a formal or informal salary continuance or sick leave plan sponsored by your employer, the *policyholder*, or an *associated company*, we will not consider such income or payments as long as the sum of:
  - the income described above,
  - the Schedule Amount, and

## SHORT TERM DISABILITY INSURANCE (continued)

- benefits from any source described in Other Sources,

is not more than 100% of your *weekly pay*. If the sum is more than 100% of your *weekly pay*, we will subtract the amount over 100% from the Schedule Amount when determining your benefit under the *policy*.

- any group disability insurance contract, except one sponsored by your employer, the *policyholder*, or an *associated company*.
- any *no-fault motor vehicle coverage*, unless:
  - state law or regulation does not allow group disability benefits to be reduced by benefits from *no-fault motor vehicle coverage*; or
  - the *no-fault motor vehicle coverage* determines its benefits after benefits have been paid under the *policy*; or
  - the benefits are provided under optional coverage.

### Estimate of Benefits

If you:

- are eligible for benefits from any of the above sources; or
- would be paid such benefits if you had applied for them or had applied for them on time;

we will figure your weekly benefit as though you are receiving these other benefits, even if you are not.

We will:

- estimate the amount of your retirement benefit; and
- offset that amount as described above;

only if we have reason to believe you are actually receiving these benefits but we have not received proof of the amount, the effective date, or the portion to be offset.

We will:

- estimate the amount of your Social Security benefit; and
- offset that amount as described above;

until we receive notice of a denial of such benefits at the first level of appeal after an initial denial.

### Social Security Assistance

Your claim for Social Security disability benefits may be denied up to the reconsideration level. If it is, we will have it reviewed by an *SSA representative*, at your request.

If we consider you a good candidate, we will start this process. We will give you a list of *SSA representatives*. If you choose from this list, we will pay their fee.



## SHORT TERM DISABILITY INSURANCE (continued)

Whether you use our help or not, we will reimburse you for the fee charged you by your SSA *representative*. You must become entitled to Social Security disability benefits while eligible for benefits under our *policy*. Our reimbursement is limited to the fee approved by the Social Security Administration. We may reduce any overpayment calculated in our claim.

### Adjustment of Benefits

If we find that the amount of benefits from any source should be different from the amount we used to figure your weekly benefit, we will adjust it.

If we paid you less than we should have, we will pay you the difference.

If we paid you more than we should have, you must pay us the difference. We may reduce your benefit or stop paying benefits until the overpayment is recovered. If we reduce your benefit, or stop paying benefits, the Minimum Benefit will not be payable.

### Lump Sum Benefit

If you receive benefits from any source in a lump sum, we will pro-rate it over the time in which it accrued, based on information from the source of the payment. If we do not receive all the information we need, we will pro-rate the payment according to its nature and purpose.

### Benefit Freeze

We will not reduce your weekly benefit further if the amount of benefits from any source, other than the *policy*, changes because of a cost of living increase that occurs automatically or by law after you satisfy the *qualifying period*.

### Rehabilitation Benefit

#### Rehabilitation Plan for You

You may ask to participate in a *rehabilitation plan* while you are *disabled*. We have the sole discretion to approve or deny your request. The terms and conditions of the *rehabilitation plan* must be mutually agreed upon by you and us.

While you are participating in your *rehabilitation plan*, we will increase your Schedule Amount by 10% of your *weekly pay* or \$230, whichever is less. During this period, your Schedule Amount may exceed the maximum Schedule Amount in the Schedule.

The *rehabilitation plan* may include, at our discretion, payment of your *medical expense*, *education expense*, *moving expense*, *accommodation expense* or *family care expense*.

If you return to work as part of a *rehabilitation plan* while you are *disabled*, we will pay your employer:

- 100% of your salary, wages, partnership or proprietorship draw, commissions, or similar pay; or
- the Schedule Amount, if less;

for the 4 weeks after you return to work, or your remaining *period of disability*, if less.

If your *disability* ends while you are participating, with your full cooperation, in your *rehabilitation plan*, and you are not able to find gainful work, we will:

## SHORT TERM DISABILITY INSURANCE (continued)

- pay you the amount of benefit, other than rehabilitation benefits, that would have been payable to you if you had remained *disabled* until:
  - 13 weeks after your *disability* ends; or
  - the date you are able to find gainful work, if earlier; and
- provide or pay for reasonable job placement services for a period of up to 13 weeks after your *disability* ends.

### Exclusions

We will not pay benefits for any time you are confined to any facility because you were convicted of a crime or public offense.

We will not pay benefits for any part of a *period of disability* during which you are receiving benefits under any Workers' Compensation Act (or a similar law) or the Maritime Doctrine of Maintenance, Wages or Cure.

We will not pay benefits for any *disability* caused by:

- war or any act of war, whether declared or not;
- intentionally self-inflicted injury, while sane or insane;
- taking part in or the result of taking part in committing an assault or felony;
- an *injury* or sickness that arises out of or occurs in the course of any *job* for pay or profit;
- an *injury* or sickness that entitles you to benefits or to any amount received in a settlement or compromise of your rights, under any Workers' Compensation Act (or similar law).

We will not pay benefits if:

- your employer, the *policyholder*, or an *associated company* has offered you the opportunity to return to limited work while you are *disabled*;
- you are functionally capable of performing the limited work which is offered; and
- you do not return to work when and as scheduled.

Benefits will end as of the date you were first scheduled to return to work. Subject to the terms of the *policy*, benefits will recommence on the earlier of the date you return to such work, if you remain *disabled*, or the date your *disability* worsens so that you are no longer capable of such work.

### Pre-Existing Conditions

We will not pay benefits for any *disability* caused by a pre-existing condition (defined below) until you have been at *active work* for a full day following 12 consecutive months during which you are continuously insured under the *short term disability insurance policy*.

A "pre-existing condition" means an *injury*, sickness, or pregnancy or any related *injury*, sickness, or pregnancy for which you:

- consulted with or received advice from a licensed medical or dental practitioner, or

## SHORT TERM DISABILITY INSURANCE (continued)

- received medical or dental care, treatment or services, including taking drugs, medicine, insulin, or similar substances

during the 6 months that end on the day before you became insured under the *short term disability insurance policy*.

### **Extended Benefit**

If you are *disabled* on the day your *short term disability insurance* ends, and if you remain *disabled* long enough to qualify, we will pay benefits according to the *policy*.

## SHORT TERM DISABILITY INSURANCE CONVERSION PRIVILEGE

If your *short term disability insurance* ends, you may be able to convert to coverage provided under a conversion policy. You must have been insured under the *policy* for at least a year. This includes time insured under any similar group policy which the *policy* replaces.

Within 31 days after your insurance ends, you must:

- apply for coverage under the conversion policy; and
- pay the first premium.

*Proof of good health* is not required.

You cannot convert if your *short term disability insurance* ends because:

- the *policy* ends;
- the *policy* is changed to end your coverage;
- you are *disabled*;
- a required premium is not paid; or
- you retire from your employer, the *policyholder*, or an *associated company*.

The benefits of the conversion policy will be those we offer for conversion at the time you apply. The premium will be based on rates in effect for conversion policies at that time. The effective date of coverage will be the day after your insurance under the *policy* ends.

## CLAIM PROVISIONS

### Payment of Benefits

We will pay benefits at the end of each month (or shorter period) for which we are liable, after we receive the required proof. If any amount is unpaid when *disability* ends, we will pay it when we receive the required proof.

### To Whom Payable

We will pay all benefits to you, if you are legally competent. If you are legally incompetent, we will pay benefits to the guardian of your estate. If any amount remains unpaid when you die, we will pay your estate.

### Filing a Claim

1. You must send us notice of the claim. We must have written notice of any insured loss within 30 days after it occurs, or as soon as reasonably possible. You can send the notice to our *home office*, to one of our regional group claims offices, or to one of our agents. We need enough information to identify you as a *covered person*.
2. Within 15 days after the date of your notice, we will send you certain claim forms. The forms must be completed and sent to our *home office* or to one of our regional group claims offices. If you do not receive the claim forms within 15 days, we will accept a written description of the exact nature and extent of the loss.
3. The time limit for filing a claim is 90 days after the end of the first month (or shorter period) for which we are liable.
4. To decide our liability, we may require:
  - proof of benefits from other sources, and
  - proof that you have applied for all benefits from other sources, and that you have furnished any proof required to get them.

You must furnish whatever items we decide are necessary as proof of loss or to decide our liability. You must authorize the sources of medical and dental services to release your medical information. If you do not furnish any required information or authorize its release, we will not pay benefits.

If it is not reasonably possible to give proof on time, we will not deny or reduce your claim if you give us proof as soon as reasonably possible.

### Physical Exam

We may ask you to be examined as often as we require at any time we choose. We will pay for any exam we require.

### Limit on Legal Action

No action at law or in equity may be brought against the *policy* until at least 60 days after you file proof of loss. No action can be brought after the statute of limitations in your state has expired, but, in any case, not after 6 years from the date of loss.

## CLAIM PROVISIONS (continued)

### Review Procedure

You must request, in writing, a review of a denial of your claim within 180 days after you receive notice of denial.

You have the right to review, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits, and you may submit written comments, documents, records and other information relating to your claim for benefits.

We will review your claim after receiving your request and send you a notice of our decision within 45 days after we receive your request, or within 90 days if special circumstances require an extension. We will state the reasons for our decision and refer you to the relevant provisions of the *policy*. We will also advise you of your further appeal rights, if any.

### Incontestability

The validity of the *policy* cannot be contested after it has been in force for 2 years, except if premiums are not paid.

Any statement made by the *policyholder* or a *covered person* will be considered a representation. It is not considered a warranty or guarantee. A statement will not be used in a dispute unless it is written and signed, and a copy is given to the *covered person* or the *beneficiary*.

No statement, except fraudulent misstatement, made by a *covered person* about insurability will be used to deny a claim for a loss incurred or *disability* starting after coverage has been in effect for 2 years.

No claim for loss starting 2 or more years after the *covered person's* effective date may be reduced or denied because a disease or physical condition existed before the person's effective date, unless the condition was specifically excluded by a provision in effect on the date of loss.

## GENERAL PROVISIONS

### Entire Contract

The *policy* and the *policyholder's* application attached to it are the entire contract. Any statement made by you or the *policyholder* is considered a representation. It is not considered a warranty or guarantee. A statement will not be used in a dispute unless it is written and signed, and a copy is given to you.

### Errors

An error in keeping records will not cancel insurance that should continue nor continue insurance that should end. We will adjust the premium, if necessary, but not beyond 3 years before the date the error was found. If the premium was overpaid, we will refund the difference. If the premium was underpaid, the difference must be paid to us.

### Misstatements

If any information about a person is misstated, the facts will determine whether insurance is in effect and in what amount. We will equitably adjust the premium.

### Individual Certificates

We will send certificates to the *policyholder* to give to each *covered person*. The certificate will state the insurance to which the person is entitled. It does not change the provisions of the *policy*.

### Workers' Compensation

The *policy* is not in place of, and does not affect any state's requirements for coverage by Workers' Compensation insurance.

### Agency

Neither the *policyholder*, any employer, any *associated company*, nor any administrator appointed by the foregoing is our agent. We are not liable for any of their acts or omissions.

## SUMMARY PLAN DESCRIPTION

This Summary Plan Description is issued to you in compliance with the Employee Retirement Income Security Act of 1974 (ERISA). Included within this document is your Certificate of Insurance, issued by Union Security Insurance Company in compliance with state law. Your Summary Plan Description does not replace or modify the Master Policy issued by Union Security Insurance Company in any way. The Master Policy is the contract which sets forth the terms and conditions of the benefits the Plan Sponsor chose to provide in its welfare benefit plan. The Master Policy may be amended at any time by agreement between the Plan Sponsor and Union Security Insurance Company. The Master Policy may be terminated at any time by the Plan Sponsor or may be terminated by Union Security Insurance Company for non-payment of premium or for failure to meet the Master Policy's minimum participation requirements. The Plan Administrator has the obligation to prepare, issue, amend and file the Summary Plan Description (SPD) and is solely responsible for its contents.

### GENERAL ADMINISTRATIVE PROVISIONS

**Name of the Plan:**

Lakeview Community Schools

**Plan Sponsor:**

Lakeview Community Schools  
123 5th St  
Lakeview, MI 48850  
989.352.6226

**Employer I.D. Number:**

38-6025862

**Type of Plan:**

An employee welfare plan providing benefits for:

Short Term Disability Insurance

**Plan Number:**

PN501 unless another number is assigned by the employer, the Plan Administrator, or on any Form 5500 filed for the Plan.

**Effective Date:**

The plan, as described in this SPD, became effective on January 1, 2017.

**Who Is Eligible:**

**Eligible Class:** Each full-time Administrator, Principal, Maintenance Supervisor, or Central Office Staff employee of the policyholder or an associated company,

- whose annual pay is greater than or equal to \$12,000, and
- who is at active work, and
- who is working in the United States of America,

as identified on the policyholder's or our records, except any temporary or seasonal worker.



Annual pay means 52 times weekly pay, as defined in the Schedule.

**Service Requirement:** None

**Entry Date:** An eligible person will become insured on the day all eligibility requirements are met.

Full-time means working at least 30 hours per week.

The plan may also cover other persons not included above. Check with the plan administrator.

**Plan Administrator:**

Lakeview Community Schools  
123 5th St  
Lakeview, MI 48850  
989.352.6226

**Type of Administration:**

This plan is insured by a contract with Union Security Insurance Company, 2323 Grand Boulevard, Kansas City, Missouri 64108.

**Amendment or Termination of Plan:**

This plan may be amended or terminated at any time by the Plan Sponsor.

**Agent for Service of Legal Process:**

Lakeview Community Schools  
123 5th St  
Lakeview, MI 48850  
989.352.6226

**Plan Records:**

The fiscal records for the plan are kept on a policy year basis ending each December 31.

**Cost of Benefits:**

The premiums for the Short Term Disability Insurance plan are paid for entirely by you.

**Your plan includes:**

Short Term Disability Insurance

The benefits, limitations and exclusions are described in the Certificate which is found within this Description.

## STATEMENT OF ERISA RIGHTS

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

- (i) Examine, without charge at the plan administrator's office and at other specified locations such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and, if required, 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.
- (ii) Obtain, upon written request to the plan administrator, copies of all documents governing the plan including insurance contracts and collective bargaining agreements, and, if required, copies of the latest annual report (Form 5500 Series) and the updated summary plan description. The administrator may make a reasonable charge for the copies.
- (iii) 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.

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 our 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, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for welfare benefits is denied 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 certain materials 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 administrator. If you have a claim for benefits which 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 may 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 legal fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous. 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.

## **CLAIMS PROCEDURE**

The following procedures apply to the extent benefits under your employee benefit plan are insured under a contract issued by Union Security Insurance Company.

### **PRESENTING A CLAIM**

Contact your plan administrator, who will advise you of any forms which are required. These forms should be returned to the Plan Administrator after completion. This Administrator will review them, complete any information concerning eligibility and forward them to Union Security Insurance Company. Time limits for filing the claim and other requirements for notice and proof of loss may be found under the heading, "Filing A Claim".

### **NOTIFICATION OF DECISION—DISABILITY**

A decision will be made within 45 days after receipt by Union Security Insurance Company of a properly executed, complete proof of loss unless circumstances beyond the control of the Plan require an extension of time for processing the claim. Such an extension of time may not exceed 30 additional days unless circumstances beyond the control of the Plan require a second extension, not to exceed an additional 30 days. If the claim is denied in whole or in part, Union Security Insurance Company will provide written notice either directly to you or to the Plan Administrator for delivery to you. The written notice will contain:

1. The specific reason or reasons for the denial;
2. Specific reference to pertinent provisions of the policy upon which the decision is based;
3. A description of any additional material or information needed to perfect the claim and an explanation of why it is necessary; and
4. An explanation of the plan's claim review procedure.

### **AUTHORITY**

Union Security Insurance Company has the sole discretionary authority to determine eligibility for participation or benefits and to interpret the terms of the Policy. All determinations and interpretations made by Union Security Insurance Company are conclusive and binding on all parties.

### **REVIEW PROCEDURE—DISABILITY**

You are entitled to a full and fair review of denial of claim. You may make a request to the Plan Administrator or appropriate named fiduciary, if other than the Plan Administrator. The procedure is as follows:

1. The request for review must be in writing and made within 180 days of receipt of written notice of denial;
2. You have the right to review, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits. You have the right to review copies of any internal rule, guideline, protocol or other similar criterion that was relied upon in making our decision to deny your claim. You have the right to submit issues and comments in writing, along with additional documents, records, and other information relating to your claim;
3. The Plan Administrator will forward the request to Union Security Insurance Company;

4. Union Security Insurance Company will make a decision upon review within 45 days after receipt of the request unless special circumstances require an extension of time for processing in which case the time limit shall not be later than 90 days after receipt. The decision or review will be in writing, include the specific reasons for the decision and specific references to the pertinent plan provisions on which the decision is based and be furnished either directly to you or to the Plan Administrator for delivery to you.



**Union Security Insurance Company**  
2323 Grand Boulevard  
Kansas City, MO 64108

Policy 5460318  
Participant 0  
Booklet 7  
1/7/2017