

GROUP LONG TERM DISABILITY INSURANCE

for Employees of the

STATE UNIVERSITIES OF FLORIDA

Underwritten by:

Unum Life Insurance Company of America

Enrollment and Premium Administration:

THE GABOR AGENCY, INC.

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BRIEF DESCRIPTION OF THE GROUP DISABILITY INSURANCE PLAN

ENROLLMENT – If you are a salaried employee of a State University, working at least 20 hours per week, you are eligible to enroll in the group disability insurance plan during the first 60 days of employment or during an enrollment period. To enroll, you must complete and remit the enrollment form at the end of this brochure.

If you apply for coverage during your first 60 days of employment, your coverage will begin on the first day of the month following the date of enrollment, provided you are actively at work on a full-time basis. If you apply for coverage more than 60 days after your date of employment, you will be required to provide evidence of insurability satisfactory to UnumProvident in order to be covered. If approved, your coverage will begin on the first day of the month following approval from UnumProvident, provided you are actively at work on a full-time basis.

MONTHLY BENEFIT- When UnumProvident receives proof that you are disabled due to injury or sickness and require the regular attendance of a physician, **and after you have satisfied the elimination period requirement**, you will be paid a monthly (*weekly, for the first 9 weeks of disability if you are participating in the 30 day Elimination Period Option*) benefit equal to 66 2/3% of your basic monthly earnings, less your benefits from other income, subject to a maximum benefit **\$9,000** per month. Basic Monthly Earnings (or Pre-Disability Earnings) means your gross monthly income from your Employer in effect just prior to your date of disability. It includes your total income before taxes. **The minimum monthly benefit will never be less than \$100 or 10% of your gross monthly benefit, whichever is greater.**

CHOICE OF ELIMINATION PERIODS – An elimination period means a period of continuous disability which must be satisfied before you are eligible to receive benefits from UnumProvident. Under the 30 day Elimination Period Option, weekly benefits begin on the 31st day of disability and under the 90 day Elimination Period Option, monthly benefits begin on the 91st day of disability.

“**Disability**” or “**Disabled**” means that you are limited from performing the material and substantial duties of your occupation and you have a 20% or more loss in earnings because of an injury or sickness. After 24 months of payments, you are disabled when UnumProvident 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.

MAXIMUM BENEFIT PERIOD – If a period of disability begins before age 60, a monthly benefit is payable, provided you remain disabled, until you reach age 65. If a period of disability begins after age 60, monthly benefits are payable, while you remain disabled, according to the following schedule:

<u>Age at Disability</u>	<u>Maximum Benefit Period</u>	<u>Age at Disability</u>	<u>Maximum Benefit Period</u>	<u>Age at Disability</u>	<u>Maximum Benefit Period</u>
60	60 months	63	36 months	67	18 months
61	48 months	64	30 months	68	15 months
62	42 months	65	24 months	69 and over	12 months

BENEFITS FROM OTHER INCOME - UnumProvident will subtract from your gross disability payment the following sources of income:

1. The amount that you receive or are entitled to receive under:
 - a workers’ compensation law
 - an occupational disease law
 - any other act or law with similar intent.
2. The amount that you receive or are entitled to receive as disability income payments under any:
 - state compulsory benefit act or law
 - other group insurance plan
 - governmental retirement system as a result of your job with your Employer.
- 3. The amount that you, your spouse and children receive or are entitled to receive as disability payments because of your disability payments under:**
 - the United States Social Security Act
 - the Canada Pension Plan

- the Quebec Pension Plan
 - any similar plan or act.
4. The amount that you:
- receive as disability payments under your Employer's retirement plan
 - voluntarily elect to receive as retirement payments under your Employer's retirement plan
 - receive as retirement payments when you reach the later of age 62 or normal retirement age, as defined in your Employer's retirement plan.
5. The amount that you receive under Title 46, United States Code Section 688 (The Jones Act).
6. The amount that you received under a salary continuation or accumulated sick leave plan.

DROP PLAN PARTICIPANTS – If you are disabled and a participant in the DROP plan with a State University, there will be no offset to your benefit for any payment going into the DROP account. Additionally, there will be no offset to your benefit for the accumulative DROP benefits that are received at the end of the DROP period.

If you are still disabled when the DROP plan ends and you begin to receive the normal retirement benefit, UnumProvident will offset your benefit for any retirement benefits received as indicated in "Benefits from other Income".

❖ **ADDITIONAL FEATURES** ❖

❖ **RETIREMENT INCOME BENEFIT - (Annuity Supplement Benefit)** You will be eligible for a Monthly Annuity Supplement Benefit if you are insured under this plan for at least three (3) months prior to the date of your disability, and are continuously disabled for a minimum of six (6) months.

The Annuity Supplement Benefit will be in addition to your regular Monthly Benefit, and will equal 11% of your monthly Pre-Disability Earnings. Annuity Supplement Benefits will begin at the end of the 12th month following your date of disability.

At the end of the 12th month following your date of disability, Symetra Life Insurance Company will issue an individual Annuity Certificate on your behalf provided you have made written application with the insurer of the Group Annuity Contract. UnumProvident will then deposit an amount equal to the Annuity Supplement Benefit into the Annuity Account for each month you are disabled, beginning with the 91st day of Disability.

If you continue to be disabled beyond 12 months from your date of disability, UnumProvident will deposit an amount equal to the Annuity Supplement Benefit into an Annuity Account for each month you are disabled and receive disability benefits under the plan. If your disability ends following six (6) consecutive months of disability, UnumProvident will deposit an amount equal to the Annuity Supplement Benefit into the Annuity Account for each month you were disabled and received benefits under the plan, beginning with the 91st day of disability. The Annuity Supplement Benefit is not subject to coordination with Benefits from other Income or to the Maximum Monthly Benefit.

No benefits may be paid to you under the Annuity Policy until you reach age 65 or take an earlier retirement. At that time, the proceeds will be paid out in the form of a lifetime annuity with or without survivorship rights, as elected by you. If the total accumulated value of your Annuity Account at the time of your retirement is \$10,000 or less, then the entire proceeds of the account will be paid to you in one lump sum. If you die prior to the election and beginning of the Annuity income, the entire proceeds will be paid to your named beneficiary in one lump sum. If the total accumulated value of the Annuity Account is more than \$10,000 the proceeds will be paid in an Annuity or any other available form of periodic payment elected by your beneficiary. The Group Annuity Contract is a fixed, interest-earning Annuity Contract.

NOTE: The insurer of the Group Annuity Contract has the authority, in its sole discretion, to construe the terms of the Group Annuity Contract and to determine benefit eligibility under such contract.

❖ **COST OF LIVING ADJUSTMENT BENEFIT** – You will be eligible for a Cost of Living Adjustment Benefit after you have been disabled for 12 consecutive months following 90 days of continuous disability. Your payment

will increase by **2%** beginning on the first anniversary of benefit payments. You will continue to be eligible for additional Cost of Living Adjustment Benefits if you are continuously receiving disability benefits, for a maximum of 5 anniversary adjustment periods.

❖ **REHABILITATION AND RETURN TO WORK ASSISTANCE BENEFIT** - UnumProvident 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.

The rehabilitation program may include at our sole discretion, 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.

We will pay an additional disability benefit of 10% of your gross disability payment to a maximum benefit of \$1,000 per month.

In addition, you will receive monthly payments for 3 months following the date your disability ends if we determine you are no longer disabled while:

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

❖ **DEPENDENT CARE EXPENSE** - While you are participating in UnumProvident's Rehabilitation and Return to Work Assistance program, UnumProvident will pay a Dependent Care Expense Benefit when you are disabled and you:

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

The payment of the Dependent Care Expense Benefit will begin immediately after you start UnumProvident's Rehabilitation and Return to Work Assistance program.

Our payment of the Dependent Care Expense Benefit will:

1. be \$350 per month, per dependent; and
2. not exceed \$1,000 per month for all dependent care expenses combined.

To receive this benefit, you must provide satisfactory proof that you are incurring expenses that entitle you to the Dependent Care Expense Benefit.

❖ **WORK INCENTIVE BENEFIT** – Following the elimination period and the first 9 weeks of disability under the 30 day Elimination Period Option, and if you return to work while disabled, your monthly payment will not be reduced during the next 12 months of payments, as long as your return to work earnings plus gross disability payment does not exceed 100% of your pre-disability monthly earnings. After the 12 months of payments, while working, you will receive payments based on the percentage of income you are losing due to your disability.

❖ **THREE MONTH SURVIVOR BENEFIT** - When UnumProvident receives proof that you have died, we will pay your eligible survivor a lump sum benefit equal to 3 months of your gross disability payment 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.

“Eligible Survivor” means your spouse, if living; otherwise your children under age 25 equally. If you have no eligible survivors, payment will be made to your estate.

❖ **WORLDWIDE EMERGENCY TRAVEL ASSISTANCE SERVICES** - A 24-hour network of emergency medical and legal resources offers valuable protection for you and your family when traveling more than 100 miles from home. With just one call, you have access to a global network of highly qualified professionals trained to

manage any travel emergency. (Note that spouses traveling on their own employer's business are not eligible.)

PRE-EXISTING CONDITION EXCLUSION - Your plan does not cover any disabilities caused by, or contributed by, or resulting from your pre-existing condition. "Pre-existing condition" means a condition for which you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines for your condition 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.

MENTAL ILLNESS AND ALCOHOL OR DRUG ABUSE LIMITATION – Benefits for disability due to Mental Illness or Alcohol or Drug Abuse will not exceed 24 months of monthly benefit payments unless you meet one or both of the following situations:

1. You are confined to a hospital or institution at the end of the 24 month period, UnumProvident will continue to send you payments during your confinement. If you are still disabled when you are discharged, payments will continue for a recovery period of up to 90 days. If you become re-confined during the recovery period and remain confined for at least 14 days in a row, you will receive payments during that additional confinement and for one additional recovery period up to 90 more days.
2. In addition to Item 1, if, after the 24 month period you received payments, you continue to be disabled and subsequently become confined to a hospital or institution for at least 14 days in a row, payments will continue during the length of the re-confinement.

In no event will the Monthly Benefit be payable beyond the limited pay period as indicated above, or the maximum period of payment, whichever occurs first. "Mental Illness" means a psychiatric or psychological condition regardless of cause such as schizophrenia, depression, manic depressive or bipolar illness, anxiety, personality disorders and/or adjustment disorders or other conditions.

GENERAL EXCLUSIONS - Your plan does not cover any disabilities caused by, contributed to by, or resulting from your:

- intentionally self-inflicted injuries
- active participation in a riot
- loss of a professional license, occupational license, or certification
- commission of a crime for which you have been convicted
- attempt to commit or commission of a crime
- pre-existing condition.

Your plan will not cover a disability due to war, declared or undeclared, or any act of war. UnumProvident will not pay a benefit for any period of disability during which you are incarcerated.

TERMINATION OF YOUR DISABILITY BENEFITS – UnumProvident will stop sending you payments and your claim will end on the earliest of the following:

- during the first 24 months of payments, when you are able to work in your regular occupation on a part-time basis but you choose not to;
- after 24 months of payments, when you are able to work in any gainful occupation on a part-time basis but you choose not to;
- if you are working and your monthly disability earnings exceed 80% of your indexed monthly earnings, the date your earnings exceed 80%;
- the end of the maximum period of payment;
- the date you are no longer disabled, unless you are eligible to receive benefits under UnumProvident's Rehabilitation and Return to Work Assistance program;
- the date you fail to submit proof of continuing disability;
- the date you die.

RENEWAL PROVISION – Your insurance will remain in force subject to payment of the required premium, even if you are on authorized leave of absence or sabbatical, until the date you cease to be a full-time employee of a State University, unless the policy is terminated. You may terminate this coverage at any time by notifying your Personnel Department.

❖ **PREMIUM** ❖

The monthly cost to participate in the 30 day Elimination Period Option is **\$.94 per \$100** of covered monthly salary. Should you prefer to participate in the 90 day Elimination Period Option, the monthly cost is **\$.61 per \$100** of covered monthly salary, collected on a bi-weekly basis.

To help you calculate your monthly premium cost, please refer to the examples below:

If you participate in the:

30 day Elimination Period Option:

$$\begin{array}{r} \$20,000 \\ \text{(Annual salary)} \end{array} \div \begin{array}{r} 12 \\ \text{(months)} \end{array} \div 100 \times \$.94 = \mathbf{\$15.67} \text{ Monthly Premium cost} \\ \text{(per \$100 salary rate-based)}$$

$$\begin{array}{r} \$40,000 \\ \text{(Annual salary)} \end{array} \div \begin{array}{r} 12 \\ \text{(months)} \end{array} \div 100 \times \$.94 = \mathbf{\$31.33} \text{ Monthly Premium cost} \\ \text{(per \$100 salary rate-based)}$$

$$\begin{array}{r} \$60,000 \\ \text{(Annual salary)} \end{array} \div \begin{array}{r} 12 \\ \text{(months)} \end{array} \div 100 \times \$.94 = \mathbf{\$47.00} \text{ Monthly Premium cost} \\ \text{(per \$100 salary rate-based)}$$

Benefits are paid on a **WEEKLY** basis once you have been disabled for 30 days.

90 day Elimination Period Option:

$$\begin{array}{r} \$20,000 \\ \text{(Annual salary)} \end{array} \div \begin{array}{r} 12 \\ \text{(months)} \end{array} \div 100 \times \$.61 = \mathbf{\$10.17} \text{ Monthly Premium cost} \\ \text{(per \$100 salary rate-based)}$$

$$\begin{array}{r} \$40,000 \\ \text{(Annual salary)} \end{array} \div \begin{array}{r} 12 \\ \text{(months)} \end{array} \div 100 \times \$.61 = \mathbf{\$20.33} \text{ Monthly Premium cost} \\ \text{(per \$100 salary rate-based)}$$

$$\begin{array}{r} \$60,000 \\ \text{(Annual salary)} \end{array} \div \begin{array}{r} 12 \\ \text{(months)} \end{array} \div 100 \times \$.61 = \mathbf{\$30.50} \text{ Monthly Premium cost} \\ \text{(per \$100 salary rate-based)}$$

Benefits are paid on a **MONTHLY** basis once you have been disabled for 90 days.

This brochure is a brief summary of the Disability Plan. The complete terms of the coverage are set forth in the Group Policy issued by Unum Life Insurance Company of America. If the Group Policy and this summary differ, the Group Policy will govern.

[] NEW APPLICANT

GROUP INSURANCE ENROLLMENT FORM

Unum Life Insurance Company of America

[] CHANGE IN COVERAGE

STATE UNIVERSITIES OF FLORIDA

Enrollment for Group Voluntary Disability Coverage
NOW AVAILABLE: A 30 day Elimination Period Option

Social Security No Employee ID No Date of Birth Date of Hire University

Last Name, First, MI Job Title

Street Address

Male Female

City State Zip Code

Annual Salary: \$_____

Department/Building & Room Number/Mail Code

I am employed on a [9] [10] or [12] month contract [please circle one] I work [] hours per week.

The disability plan has a pre-existing condition limitation (waived if changing existing coverage that has been in force for 90 days). If I have received medical treatment or consultation or taken prescribed drugs or medicines for any sickness or injury within three months prior to my effective date of coverage, these conditions will not be covered unless the disability begins more than twelve (12) consecutive months after my effective date of coverage. My effective date of coverage will be the first day of the month following the date of this application or approval by Unum, if applicable, provided that I am actively at work on a full time basis.

I understand that if I do not apply for coverage during my initial eligibility period and choose to enroll at a later date, Unum may require Evidence of Insurability.

I hereby request coverage under my employer's plan of benefits. I authorize my employer to deduct from my earnings my contributions for the coverage when I become eligible and for each period thereafter, automatically including future rate increases, and to calculate into deduction modes consistent with the payroll system of my employer, including prorated and accelerated deductions, as applicable. The deductions are to be continued until:

- (a) I request that this authorization be cancelled; or
- (b) termination of my employment.

The amounts deducted are to be paid to The Gabor Agency, Inc., Tallahassee, Florida, then remitted to Unum Life Insurance Company of America to cover premiums for disability coverage provided for me. Unum Life Insurance Company of America is solely responsible for paying benefits under the policy.

PLEASE SELECT ONE: **30 day Elimination Period (NEW)** -or- 90 day Elimination Period

Note: For those who are currently enrolled in the 90 day Elimination Period disability plan, you now have the opportunity to elect the new 30 day Elimination Period Option. Changing from the 90 day option to the 30 day option will require evidence of insurability if not elected during an open enrollment or during your first 60 days of employment.

Enrollment Date: _____ Effective Date: _____

Signature _____

DECLINATION: I hereby decline coverage as offered by SUS. I understand that Unum has the right to require evidence of insurability in order to consider any future request to change this decision and that my request may be denied.

Signature _____

Date _____