

# YOUR BENEFIT PROGRAM



All Full-time and Part-time Active Employees



**EMPLOYER: Inova Health System**

**PROGRAM NUMBER: GRH-073222**

**PROGRAM EFFECTIVE DATE: July 1, 2023**

**THE SALARY CONTINUATION PROGRAM  
DESCRIBED IN THE FOLLOWING PAGES  
IS SPONSORED BY THE EMPLOYER.**

**THE EMPLOYER IS SOLELY RESPONSIBLE  
FOR PAYMENT OF SOME PERCENTAGE OF  
A DISABLED EMPLOYEE'S SALARY  
ACCORDING TO THE TERMS AND CONDITIONS  
OF THIS PROGRAM DESCRIPTION.**

**SEE THE SCHEDULE SECTION OF THIS PROGRAM  
DESCRIPTION FOR THE PERCENTAGE OF SALARY TO  
BE CONTINUED AND THE MAXIMUM DURATION  
OF TIME SALARY WILL BE CONTINUED.**

**THIS PROGRAM OF SALARY CONTINUATION  
IS NOT AN EMPLOYEE WELFARE BENEFIT  
PLAN, AS DEFINED BY THE EMPLOYEE  
RETIREMENT INCOME SECURITY ACT (ERISA).**

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## SCHEDULE OF BENEFITS

This Program provides short term continuation of some percentage of an eligible Employee's Weekly Earnings if he becomes Disabled from a covered accident, sickness, or pregnancy. Payments are made from the Employer's payroll account or general assets.

**AMENDMENT TO GROUP POLICY GRH-073222 PROCESSED ON OCTOBER 10, 2023. ANY CHANGES BETWEEN THIS POLICY AND THE PREVIOUSLY ISSUED POLICY ARE EFFECTIVE OCTOBER 1, 2023.**

### **Program's Cost:**

You do not contribute towards the program's cost.

### **Eligible Class(es) For Coverage:**

All Full-time and Part-time Active Employees excluding temporary, leased or seasonal employees.

Full-time Employment: at least 30 hours weekly

Part-time Employment: at least 20 hours weekly

### **Eligibility Waiting Period for Coverage:**

The first day of the month coinciding with or next following the date You were hired

The time period(s) referenced above are continuous. The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time or Part-time Active Employee with the Employer under the Prior Program.

### **Benefits Commence:**

- 1) for Disability caused by Injury: on the 8th consecutive day of Total Disability or Disabled and Working;
- 2) for Disability caused by Sickness: on the 8th consecutive day of Total Disability or Disabled and Working.

### **Salary Continuation Amount:**

- 1) first 6 weeks: 100% of Your Pre-disability Earnings; and
- 2) 7 – 25 weeks: 66.67% of Your Pre-disability Earnings, reduced by Other Income Benefits.

### **Maximum Duration of Benefits Payable:**

- 1) 25 week(s) if caused by Injury; or
- 2) 25 week(s) if caused by Sickness.

### **Additional Benefits:**

Disabled and Working Benefit  
See Benefit

Rehabilitative Employment Benefit  
See Benefit

## ELIGIBILITY AND ENROLLMENT

### **Eligible Persons:** *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Benefits will be considered Eligible Persons.

### **Eligibility for Coverage:** *When will I become eligible?*

You will become eligible for coverage on the later of:

- 1) the Program Effective Date; or
- 2) the date You complete the Eligibility Waiting Period for Coverage shown in the Schedule of Benefits, if applicable.

**Enrollment:** *How do I enroll for coverage?*

All eligible Active Employees will be enrolled automatically by the Employer.

## PERIOD OF COVERAGE

**Effective Date:** *When does my coverage start?*

If You are not required to contribute toward The Program's cost, Your coverage will start on the date You become eligible.

**Deferred Effective Date:** *When will my effective date for coverage or a change in my coverage be deferred?*

If You are absent from work due to:

- 1) accidental bodily injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy;

on the date Your coverage, or increase in coverage, would otherwise have become effective, Your coverage, or increase in coverage will not become effective until You are Actively at Work one full day.

**Continuity From A Prior Program:** *Is there continuity of coverage from a Prior Program?*

If You were:

- 1) insured under the Prior Program; and
- 2) not eligible to receive benefits under the Prior Program;

on the day before the Program Effective Date, the Deferred Effective Date provision will not apply.

**Termination:** *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the date The Program terminates;
- 2) the date The Program no longer covers Your class;
- 3) the date Your Employer terminates Your employment; or
- 4) the date You cease to be a Full-time or Part-time Active Employee in an eligible class for any reason;

unless continued in accordance with one of the Continuation Provisions.

**Continuation Provisions:** *Can my coverage be continued beyond the date it would otherwise terminate?*

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Continued coverage:

- 1) is subject to any reductions in The Program; and
- 2) terminates if:
  - a) The Program terminates; or
  - b) coverage for Your class terminates.

In any event, Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before Your coverage was continued. Coverage may be continued in accordance with the above restrictions and as described below:

Leave of Absence: If You are on a documented leave of absence, other than Family or Medical Leave, Your coverage may be continued until the last day of the month following the month in which the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Family Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to 12 weeks after or longer if required by other applicable law, following the date Your leave commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

**Coverage while Disabled:** *Does my coverage continue while I am Disabled and no longer an Active Employee?*

If You are Disabled and You cease to be an Active Employee, Your coverage will be continued:

- 1) while You remain Disabled; and
- 2) until the end of the period for which You are entitled to receive short term Disability Benefits.

After short term Disability benefit payments have ceased, Your coverage will be reinstated, provided:

- 1) You return to work for one full day as a Active Employee in an eligible class; and

- 2) The Program remains in force.

## BENEFITS

### **Disability Benefit:** *What are my Disability Benefits under The Program?*

If, while covered under this Benefit, You:

- 1) become Totally Disabled;
- 2) remain Totally Disabled; and
- 3) submit Proof of Loss to the Claims Evaluator;

The Employer will pay the Salary Continuation Amount.

The amount of any Salary Continuation Amount payable will be reduced by:

- 1) the total amount of all Other Income Benefits, including any amount for which You could collect but did not apply; and
- 2) any income received from the Employer for the period You are Totally Disabled.

### **Partial Week Payment:** *How is a benefit calculated for a period of less than a week?*

If a Salary Continuation Amount is payable for less than a week, The Program will pay 1/7 of the Salary Continuation Amount for each day You were Disabled.

### **Recurrent Disability:** *What happens to my benefits if I return to work as an Active Employee and then become Disabled again?*

When Your return to work as an Active Employee is followed by a Disability, and such Disability is:

- 1) due to the same cause; or
- 2) due to a related cause; and
- 3) within 30 consecutive calendar days of the return to work;

the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided The Program remains in force.

If You return to work as an Active Employee for 30 consecutive days or more, any recurrence of a Disability will be treated as a new Disability.

**Period of Disability** means a continuous length of time during which You are Disabled under The Program.

### **Multiple Causes:** *How long will benefits be paid if a period of Disability is extended by another cause?*

If a period of Disability is extended by a new cause while Salary Continuation Amounts are payable, Salary Continuation Amounts payable will continue while You remain Disabled, subject to the following:

- 1) Salary Continuation Amounts payable will not continue beyond the end of the original Maximum Duration of Benefits; and
- 2) any Exclusions will apply to the new cause of Disability.

### **Termination of Payment:** *When will my benefit payments end?*

Benefit payments will stop on the earliest of:

- 1) the date You are no longer Disabled;
- 2) the date You fail to furnish Proof of Loss;
- 3) the date You are no longer under the Regular Care of a Physician;
- 4) the date You refuse the Claims Evaluator's request that You submit to an examination by a Physician or other qualified medical professional;
- 5) the date of Your death;
- 6) the date You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition;
- 7) the last day benefits are payable according to the Maximum Duration of Benefits;
- 8) the date Your Current Weekly Earnings exceed 80% of Your Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation; or
- 9) the date no further benefits are payable under any provision in The Program that limits benefit duration.

### **Disabled and Working Benefits:** *How are benefits paid when I am Disabled and Working?*

If, while covered under this benefit, You are Disabled and Working, as defined, the Claims Evaluator will use the following calculation to determine Your Salary Continuation Amount:

$$\text{Salary Continuation Amount} = \frac{(A - B) \times C}{A}$$

Where

**A** = Your Weekly Pre-disability Earnings.

**B** = Your Current Weekly Earnings.

**C** = The Salary Continuation Amount payable if You were Totally Disabled.

If You are participating in a program of Rehabilitative Employment approved by the Claims Evaluator, the Claims Evaluator will determine Your Salary Continuation Amount by the Rehabilitative Employment Benefit.

Days which You are Disabled and Working may be used to satisfy the Benefits Commence Period.

**Rehabilitative Employment Benefit:** *What happens to my benefits if I accept Rehabilitative Employment?*

If, while You are Totally Disabled or Disabled and Working, You accept Rehabilitative Employment, the Employer will continue to pay a Salary Continuation Amount.

The Salary Continuation Amount the Employer will pay will be equal to Your Total Disability Salary Continuation Amount, less 50% of any income received from the Rehabilitative Employment.

The sum of the Salary Continuation Amount and total income received from Rehabilitative Employment may not exceed 100% of Your Pre-disability Earnings. If this sum exceeds the Pre-disability Earnings, the Salary Continuation Amount paid by the Employer will be reduced by the excess amount.

The Employer reserves the right to review any Rehabilitative Employment You participate in while benefits are being paid under The Program.

If You remain Totally Disabled or Disabled and Working after a period of Rehabilitative Employment, You may continue to receive benefits under the Total Disability Benefit or Disabled and Working Benefit, subject to the Maximum Payment Period for such benefit.

## EXCLUSIONS AND LIMITATIONS

**Exclusions:** *What Disabilities are not covered?*

The Program does not cover, and will not pay a benefit for any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war (declared or not);
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation;
- 5) caused or contributed to by an intentionally self inflicted Injury;
- 6) for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; or
- 7) sustained as a result of doing any work for pay or profit for another employer.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by the Employer; and
- 2) was terminated before the Effective Date of The Program;

no benefits will be payable for the Disability under The Program.

## GENERAL PROVISIONS

**Claims Evaluator:** *What is the role of the Claims Evaluator?*

The Claims Evaluator is delegated the duties of the Employer to determine benefits payable according to the terms and conditions of The Program.

**Employer Role:** *What is the role of the Employer in the Claims process?*

The Employer is responsible for making payment for benefits due according to the terms and conditions of The Program.



The Employer's responsibilities also include, but are not limited to:

- 1) deciding appeals of claims which were initially denied by the Claims Evaluator; and
- 2) making final determinations regarding eligibility for coverage.

**Notice of Claim:** *When should the Claims Evaluator be notified of a claim?*

You, your supervisor or your physician must give the Claims Evaluator written notice of a claim within 30 days after Disability starts. If notice cannot be given within that time, it must be given as soon as possible. Such notice must include your name, your address and the Employer's name.

You, your supervisor or your physician must give the Claims Evaluator notice of claim by calling the special claims telephone number provided to Employees. Such notice must be given on the fifth day of an absence due to the same or a related Disability.

If notice cannot be given within that time, it must be given as soon as possible after that. A representative of the Claims Evaluator will assist the caller through the process, gathering the appropriate information from you, your physician, and the Employer.

**Claim Forms:** *Are special forms required to file a claim?*

The Claims Evaluator will send forms to You to provide Proof of Loss, within 15 days of receiving a Notice of Claim. If the Claims Evaluator does not send the forms within 15 days, You may submit any other written, electronic or telephonic proof which fully describes the nature and extent of Your claim.

Proof of loss is typically provided by telephone; however, if forms are required, they will be sent to You for providing Proof of Loss within 15 days after the Claims Evaluator receives a notice of claim.

**Proof of Loss:** *What is Proof of Loss?*

Proof of Loss may include but is not limited to the following:

- 1) documentation of:
  - a) the date Your Disability began;
  - b) the cause of Your Disability;
  - c) the prognosis of Your Disability;
  - d) Your Pre-disability Earnings, Current Weekly Earnings or any income, including but not limited to copies of Your filed and signed federal and state tax returns; and
  - e) evidence that You are under the Regular Care of a Physician;
- 2) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 3) the names and addresses of all:
  - a) Physicians or other qualified medical professionals You have consulted;
  - b) hospitals or other medical facilities in which You have been treated; and
  - c) pharmacies which have filled Your prescriptions within the past three years;
- 4) Your signed authorization for the Claims Evaluator to obtain and release:
  - a) medical, employment and financial information; and
  - b) any other information the Claims Evaluator may reasonably require;
- 5) Your signed statement identifying all Other Income Benefits; and
- 6) proof that You and Your dependents have applied for all Other Income Benefits which are available.

You will not be required to claim any retirement benefits which You may only get on a reduced basis. All proof submitted must be satisfactory to the Claims Evaluator.

**Additional Proof of Loss:** *What additional proof of loss is the Claims Evaluator entitled to?*

To assist the Claims Evaluator in determining if You are Disabled, or to determine if You meet any other term or condition of The Program, the Claims Evaluator has the right to require You to:

- 1) meet and interview with the Claims Evaluator; and
- 2) be examined by a Physician, vocational expert, functional expert, or other medical or vocational professional of the Claims Evaluator's choice.

Any such interview, meeting or examination will be:

- 1) at the Claims Evaluator's expense; and
- 2) as reasonably required by the Claims Evaluator.

Your Additional Proof of Loss must be satisfactory to the Claims Evaluator. Unless the Claims Evaluator determines You have a valid reason for refusal, the Claims Evaluator may deny, suspend or terminate Your benefits if You refuse to be examined or meet to be interviewed by the Claims Evaluator.

**Sending Proof of Loss:** *When must proof of Loss be given?*

Written Proof of Loss must be sent to the Claims Evaluator within 90 day(s) after the start of the period for which the Claims Evaluator is liable for payment. If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not possible to give proof within the required time; and
- 2) proof is given as soon as possible; but
- 3) not later than 1 year after it is due, unless You are not legally competent.

The Claims Evaluator may request Proof of Loss throughout Your Disability. In such cases, the Claims Evaluator must receive the proof within 30 day(s) of the request.

**Claim Payment:** *When are benefit payments issued?*

When the Claims Evaluator determines that You:

- 1) are Disabled; and
- 2) eligible to receive benefits;

accrued benefits will be paid in accordance with the Employer's payment schedule. If any payment is due after a claim is terminated, it will be paid as soon as Proof of Loss satisfactory to the Claims Evaluator is received.

**Claims to be Paid:** *To whom will benefits for my claim be paid?*

All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent;

then the Claims Evaluator may pay up to \$1,000 to a person who is Related to You and who, at the Claims Evaluator's sole discretion, is entitled to it. Any such payment shall fulfill the Claims Evaluator's responsibility for the amount paid.

**Claim Denial:** *What notification will I receive if my claim is denied?*

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to The Program provisions on which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

**Claim Appeal:** *What recourse do I have if my claim is denied?*

On any claim, You or Your representative may appeal to the Claims Evaluator for a full and fair review. To do so You:

- 1) must request a review upon written application within:
  - a) 180 days of receipt of claim denial if the claim requires the Claims Evaluator to make a determination of disability; or
  - b) 60 days of receipt of claim denial if the claim does not require the Claims Evaluator to make a determination of disability; and
- 2) may request copies of all documents, records, and other information relevant to Your claim; and
- 3) may submit written comments, documents, records and other information relating to Your claim.

The Claims Evaluator will respond to You in writing with the final decision on the claim.

**Social Security:** *When must I apply for Social Security Benefits?*

The Employer may require that You apply for Social Security disability benefits when the length of Your Disability meets the minimum duration required to apply for such benefits. You must apply within 45 days from the date of the request. If the Social Security Administration denies Your eligibility for benefits, You will be required:

- 1) to follow the process established by the Social Security Administration to reconsider the denial; and
- 2) if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.

**Benefit Estimates:** *How does the Employer estimate Disability benefits under the United States Social Security Act?*

The Employer reserves the right to reduce Your Salary Continuation Amount by estimating the Social Security disability benefits You or Your spouse and children may be eligible to receive.

When the Employer determines that You or Your Dependent may be eligible for benefits, the Employer may estimate the amount of these benefits. The Employer may reduce Your Salary Continuation Amount by the estimated amount.

Your Salary Continuation Amount will not be reduced by estimated Social Security disability benefits if:

- 1) You apply for Social Security disability benefits and pursue all required appeals in accordance with the Social Security provision; and
- 2) You have signed a form authorizing the Social Security Administration to release information about awards directly to the Employer.

If the Employer has reduced Your Salary Continuation Amount by an estimated amount and:

- 1) You or Your Dependent are later awarded Social Security disability benefits, the Employer will adjust Your Salary Continuation Amount when the Employer receives proof of the amount awarded, and determine if it was higher or lower than the Employer estimates; or
- 2) Your application for Social Security disability benefits has been denied, the Employer will adjust Your Salary Continuation Amount when You provide the Employer proof of final denial from which You cannot appeal from an Administrative Law Judge of the Office of Hearing and Appeals.

If Your Social Security benefits were lower than the Employer estimated, and the Employer owes You a refund, the Employer will make such refund in a lump sum. If Your Social Security Benefits were higher than the Employer estimated, and If Your Salary Continuation Amount has been overpaid, You must make a lump sum refund to the Employer equal to all overpayments, in accordance with the Overpayment Recovery provision

**Subrogation:** *What are the Employer's subrogation rights?*

If You:

- 1) suffer a Disability because of the act or omission of a Third Party;
- 2) become entitled to and are paid benefits under The Program in compensation for lost wages; and
- 3) do not initiate legal action for the recovery of such benefits from the Third Party in a reasonable period of time;

then the Employer will be subrogated to any rights You may have against the Third Party and may, at its option, bring legal action against the Third Party to recover any payments made by The Program in connection with the Disability.

**Third Party** as used in this provision means any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under The Program.

**Legal Actions:** *When can legal action be taken against the Employer?*

Legal action cannot be taken against the Employer:

- 1) sooner than 60 days after the date proof of loss is furnished; or
- 2) more than 3 years after the date Proof of Loss is required to be furnished according to the terms of The Program.

**Misstatements:** *What happens if facts are misstated?*

If material facts about You were not stated accurately, the true facts will be used to determine if, and for what amount, coverage should have been in force.

**Program Interpretation:** *Who interprets the terms and conditions of The Program?*

The Employer has full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Program.

## DEFINITIONS

**Actively at Work** means at work with Your Employer on a day that is one of Your Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your Occupation:

- 1) in the usual way; and
- 2) for Your usual number of hours.

You will be considered Actively at Work on a day that is not a scheduled work day only if You were Actively at Work on the preceding scheduled work day.

**Active Employee** means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Benefits.

**Claims Evaluator** means Hartford Life and Accident Insurance Company.

**Current Weekly Earnings** means Weekly earnings You receive from:

- 1) Your Employer; and

2) other employment;  
while You are Disabled and eligible for the Disabled and Working Benefit.

However, if the other employment is a job You held in addition to Your job with Your Employer, then during any period that You are entitled to benefits for being Disabled from Your Occupation, only the portion of Your earnings that exceeds Your average earnings from the other employer over the 6 month period just before You became Disabled will count as Current Weekly Earnings.

Current Weekly Earnings also includes the pay You could have received for another job or a modified job if:

- 1) such job was offered to You by Your Employer, or another employer, and You refused the offer; and
- 2) the requirements of the position were consistent with:
  - a) Your education, training and experience; and
  - b) Your capabilities as medically substantiated by Your Physician.

**Disabled and Working** means that You are prevented by:

- 1) Injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy

from performing some, but not all of the Essential Duties of Your Occupation, are working on a part-time or limited duty basis, and as a result, Your Current Weekly Earnings are more than 20%, but are less than or equal to 80% of Your Pre-disability Earnings.

**Disability or Disabled** means Total Disability or Disabled and Working Disability.

**Essential Duty** means a duty that:

- 1) is substantial, not incidental;
- 2) is fundamental or inherent to the occupation; and
- 3) cannot be reasonably omitted or changed.

Your ability to work the number of hours in Your regularly scheduled workweek is an Essential Duty.

**Injury** means bodily injury resulting:

- 1) directly from accident; and
- 2) independently of all other causes;

which occurs while You are covered under The Program. However, an Injury will be considered a Sickness if Your Disability begins more than 30 days after the date of the accident.

**Mental Illness** means a mental disorder as listed in the current version of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association. A Mental Illness may be caused by biological factors or result in physical symptoms or manifestations.

For the purpose of The Program, Mental Illness does not include the following mental disorders outlined in the Diagnostic and Statistical Manual of Mental Disorders:

- 1) Mental Retardation;
- 2) Pervasive Developmental Disorders;
- 3) Motor Skills Disorder;
- 4) Substance-Related Disorders;
- 5) Delirium, Dementia, and Amnesic and Other Cognitive Disorders; or
- 6) Narcolepsy and Sleep Disorders related to a General Medical Condition.

**Other Income Benefits** means the amount of any benefit for loss of income, provided to You or Your family, as a result of the period of Disability for which You are claiming benefits under The Program. This includes any such benefits for which You or Your family are eligible or that are paid to You, or Your family or to a third party on Your behalf, pursuant to any:

- 1) temporary, permanent disability, or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- 2) governmental law or program that provides disability or unemployment benefits as a result of Your job with Your Employer;

- 3) plan or arrangement of coverage, whether insured or not, which is received from Your Employer as a result of employment by or association with Your Employer or which is the result of membership in or association with any group, association, union or other organization;
- 4) individual insurance policy where the premium is wholly or partially paid by Your Employer;
- 5) mandatory "no fault" automobile insurance plan;
- 6) disability benefits under:
  - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
  - b) the Railroad Retirement Act;
  - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
  - d) similar plan or act;
 that You, Your spouse and/or children are eligible to receive because of Your Disability; or
- 7) disability benefit from the Department of Veterans Affairs, or any other foreign or domestic governmental agency:
  - a) that begins after You become Disabled; or
  - b) that You were receiving before becoming Disabled, but only as to the amount of any increase in the benefit attributed to Your Disability.

Other Income Benefits also means any payments that are made to You or Your family, or to a third party on Your behalf, pursuant to any:

- 1) temporary, permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- 2) portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for Your loss of earnings; or
- 3) retirement benefits under:
  - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
  - b) the Railroad Retirement Act;
  - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
  - d) similar plan or act;
 that You, Your spouse and/or children receive because of Your retirement, unless You were receiving them prior to becoming Disabled.

**Physician** means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that the Claims Evaluator recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) practicing within the scope of that license; and
- 4) not Related to You by blood or marriage.

**Pre-disability Earnings** means Your regular weekly rate of pay, not counting commissions, bonuses, tips and tokens, overtime pay or any other fringe benefits or extra compensation in effect on the last day You were Actively at Work before You became Disabled.

However, if You are an hourly paid Employee, Pre-disability Earnings means the product of:

- 1) the average number of hours You worked per week, not including overtime, over the most recent 12 month period immediately prior to the last day You were Actively at Work before You became Disabled, multiplied by:
- 2) Your hourly wage in effect on the last day You were Actively at Work before You became Disabled.

**Prior Program** means the salary continuation program maintained by the Employer, according to the terms and conditions stated in this Program Description.

**Program** means the salary continuation program maintained by the Employer, according to the terms and conditions stated in this Program Description.

**Regular Care of a Physician** means that You are being treated by a Physician:

- 1) whose medical training and clinical experience are suitable to treat Your disabling condition; and
- 2) whose treatment is:
  - a) consistent with the diagnosis of the disabling condition;
  - b) according to guidelines established by medical, research, and rehabilitative organizations; and
  - c) administered as often as needed;

to achieve the maximum medical improvement.

**Rehabilitative Employment** means employment or service which:

- 1) prepares a Disabled person to resume gainful work; and
- 2) is approved, in writing, by the Claims Evaluator.

**Related** means Your spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.

**Sickness** means a Disability which is:

- 1) caused or contributed to by:
  - a) any condition, illness, disease or disorder of the body;
  - b) any infection, except a pus-forming infection of an accidental cut or wound or bacterial infection resulting from an accidental ingestion of a contaminated substance;
  - c) hernia of any type unless it is the immediate result of an accidental Injury covered by The Program; or
  - d) pregnancy;
- 2) caused or contributed to by any medical or surgical treatment for a condition shown in item 1) above.

**Substance Abuse** means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

- 1) impairments in social and/or occupational functioning;
- 2) debilitating physical condition;
- 3) inability to abstain from or reduce consumption of the substance; or
- 4) the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

**Total Disability or Totally Disabled** means that You are prevented by:

- 1) Injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy;

from performing the Essential Duties of Your Occupation, and as a result, You are earning less than 20% of Your Pre-disability Earnings.

**Your Occupation** means Your Occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job You are performing for a specific employer or at a specific location.

**You or Your** means the person to whom this Program is issued.