





Your certificate is divided into the following sections:

SECTION 1 - HIGHLIGHTS OF YOUR PLAN

SECTION 2 - GENERAL INFORMATION

SECTION 3 - ELIGIBILITY FOR COVERAGE

SECTION 4 - BENEFIT SPECIFICS

disability defined

details on calculating benefit payments

exclusions and limitations that may apply



Pre-disability earnings means your gross monthly rate of earnings from the employer in effect

Maximum Payment Duration

Age When  
Disability Begins

What will you find in this section?

- x information we have access to
- x how we use statements made in applying for coverage
- x insurance fraud
- x time limits for legal proceedings

What terms do we define in this section?

- x you
- x we
- x us
- x our
- x employee
- x employer
- x insured
- x plan

This certificate of coverage is a written statement prepared by us and may include attachments.  
It tells you:

- x the coverage to which you may be entitled
- x to whom we make payments

AND

- x the limitations, exclusions and requirements applying to a plan.

[Redacted content]





We promise to focus on all means necessary to support fraud detection, investigation, and prosecution. It is a crime if you or the employer knowingly, and with intent to injure, defraud or deceive us, file a claim containing any false, incomplete or misleading information. These actions, as well as submission of false information, will result in denial of your claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

If relevant facts about you were not accurate, then we will use accurate information to decide if your coverage should be in effect and what your amount of coverage should be. If the cost of your coverage is affected, we will make a fair adjustment in the cost.

For all purposes of the policy, the employer acts on its own behalf or as your agent. The employer is not our agent.

You can start legal action regarding your claim 60 days after the date you sent us proof of

What will you find in this section?

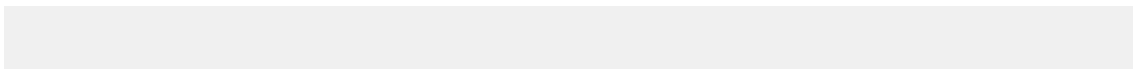
- x eligibility for coverage
- x waiting period
- x when coverage becomes effective
- x evidence of insurability requirements
- x what happens to coverage during a lay-off, leave of absence or a family or medical leave of absence
- x when coverage under this plan ends

What terms do we define in this section?

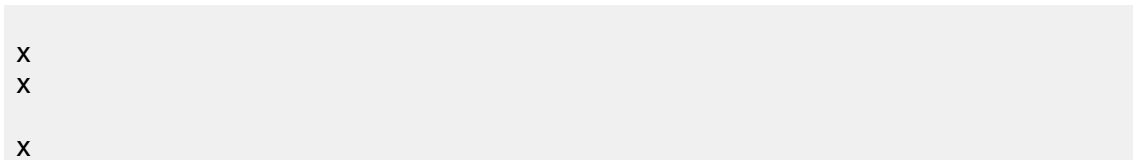
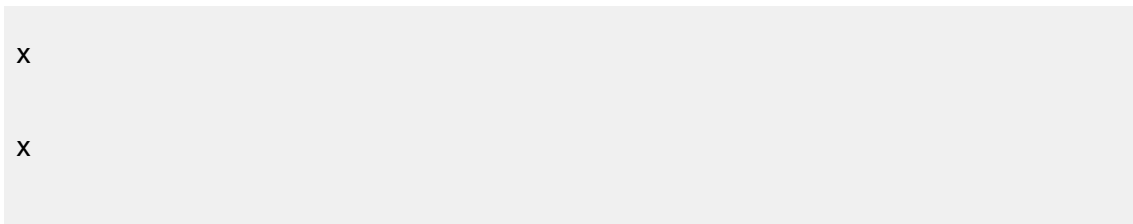
- x waiting period
- x active employment
- x work site
- x evidence of insurability
- x layoff
- x leave of absence
- x family or medical leave of absence

If you are in an eligible class you may apply for coverage under this plan on the later of:  
 the date the plan is effective  
OR  
 the date you complete the waiting period.

Your waiting period appears in the PLAN HIGHLIGHTS.



If you have been continuously employed by the employer but were not in an eligible class, we will apply any prior period of work with the employer toward the waiting period.





You will need to provide evidence of insurability to us with your application if you:

apply for coverage more than 31 days after the date you are first eligible to apply;

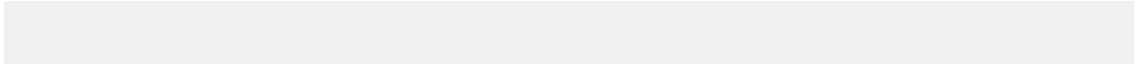
OR

voluntarily terminate your coverage and want to reapply for coverage;

OR

apply for an amount of coverage for which we require proof of insurability.

You must apply for coverage in writing through the employer and use an application form that is satisfactory to us. Your coverage will be effective on the date we approve your application.



If you are not in active employment as a result of your injury or a sickness then your coverage

If you are on a family or medical leave of absence, your coverage will be governed by the employer's Human Resource policy on family and medical leaves of absence.

We will continue your coverage if the following conditions are met:

- x premiums for the cost of your continued coverage are paid;

AND

- x your leave is approved in advance and in writing by the employer.

Your coverage will continue for up to the greater of:

- x the leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments;

OR

- x the leave period required by applicable state law.

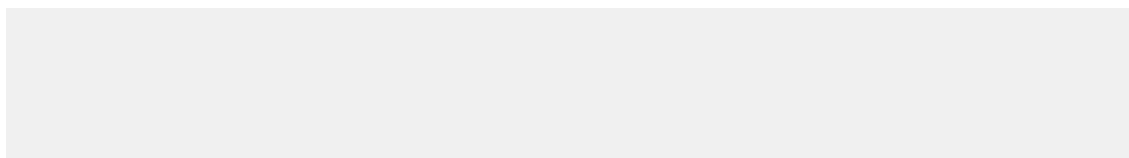
While you are on an approved family or medical leave of absence, we will use earnings from your regular occupation you were performing just prior to the date your leave of absence started to determine our payments to you.

If your coverage does not continue during a family or medical leave of absence, then when you return to active employment:

- x you will not have to meet a new waiting period, including a waiting period for coverage of a pre-existing condition;

AND

- x you will not have to give us evidence of insurability to reinstate the coverage you had in effect before your leave began.

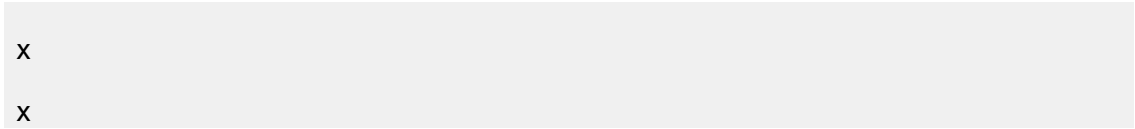
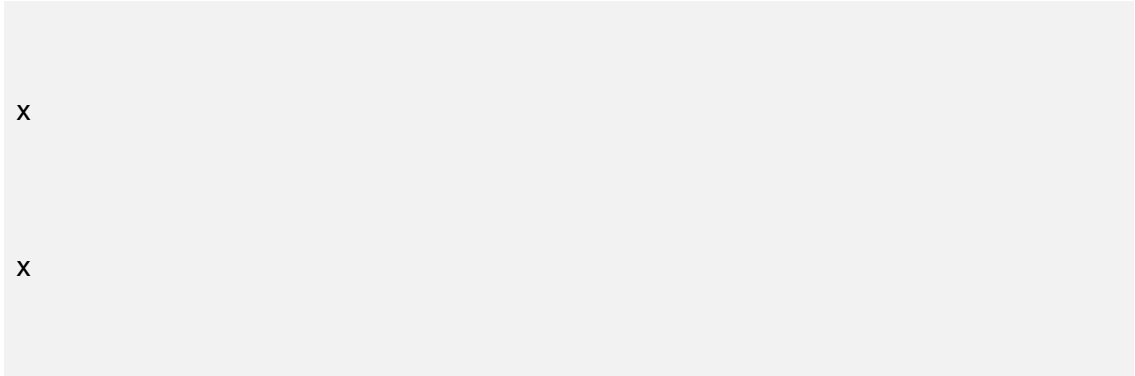


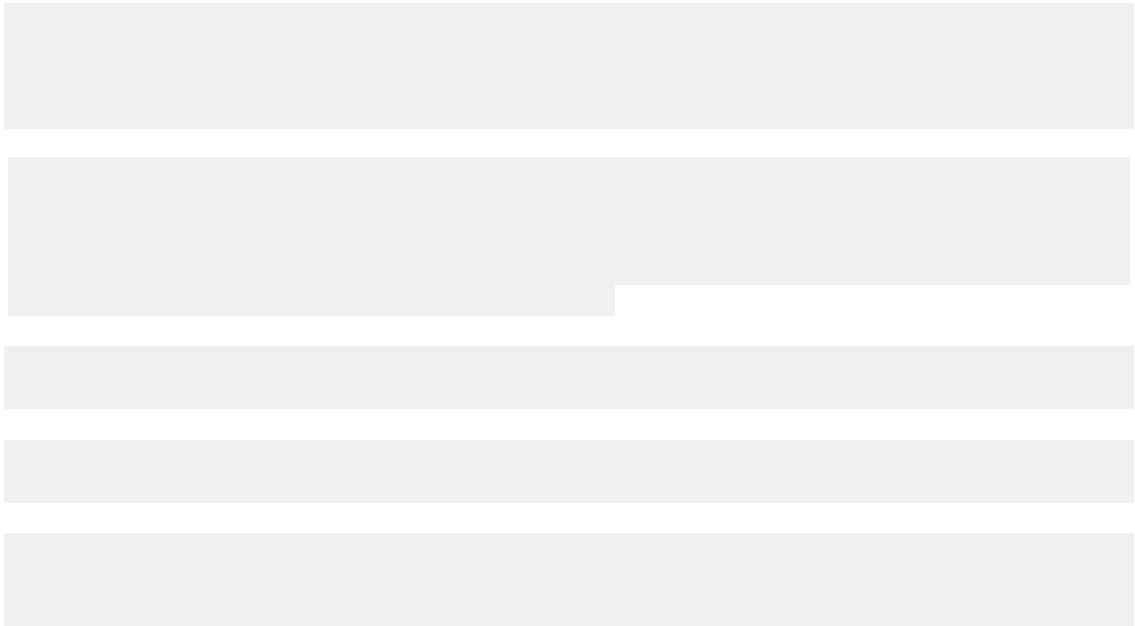




What will you find in this section?

- x what disability means
- x when monthly payments start
- x returning to work during the elimination period
- x requirements of care from a doctor
- x when will we not cover a disability
- x what happens if the employer changes insurance plans
- x our payment if you are disabled and not working
- x our payment if you are disabled and working
- x what are (and are not) other income amounts
- x cost of living increases to any other income amounts
- x





Related Rules:

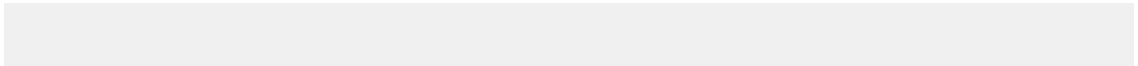
You will not be considered disabled from work in an occupation because of a reduction in your earnings resulting from a change in economic conditions or other factors that are not directly related to your sickness or injury. Examples of factors that we will not consider in determining whether you are disabled include, but are not limited to, recession, job obsolescence, job restructuring or elimination, pay cuts, and job sharing.

You will not be considered disabled from work in an occupation solely because of:

1. Your employer's work schedule that is inconsistent with the normal work schedule of your regular occupation;
2. Your relationship with your employer or other employees of the employer; or
3. The physical relationship of your employer's workplace that is inconsistent with the normal physical environment of your regular occupation.

You will not be considered disabled from work in an occupation solely because of the loss,

Your disability must continue through the elimination period before we begin making payments to you.



We will consider your disability continuous if you:

x have one or more periods of temporary recovery during the elimination period for a maximum of 30 days

AND

x become disabled again due to the same sickness or injury.

Temporary recovery means any time when we do not consider you to be disabled. The days you are not disabled will not count toward the elimination period.



We may require you to be examined by doctor(s), other medical practitioner(s) or vocational expert(s) of our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so. In addition, we may require an interview with you by an authorized representative of ours.

We will not cover a disability if it is due to:

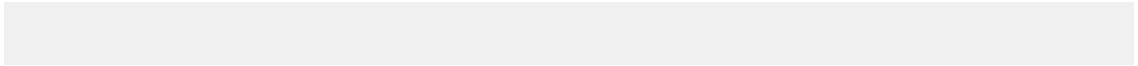
- x war, declared or not, or any act of war;
- x intentionally self-inflicted injuries or illness, while sane or insane;
- x your active participation in a riot;
- x your attempt to commit or your commission of a felony under federal or state law, or your being engaged in an illegal occupation.
- x your service in the armed forces, military reserves or National Guard of any country or International authority, or in a civilian unit serving with such forces;
- x cosmetic or reconstructive surgery, except for complications arising from any such surgery or for surgery necessary to correct a deformity caused by accidental injury or sickness;
- x an accident resulting from or caused by your operation of a motor vehicle while intoxicated according to the laws of the jurisdiction where the accident occurred; or
- x an accident resulting from or caused by your being under the influence of drugs or any controlled substance, unless taken as prescribed by your doctor;

If your professional or occupational license or your certification is suspended, revoked or surrendered, loss of your license or certification, by itself, does not mean you are disabled.



We will cover you under this plan if you were insured by the prior group insurance plan, and the cost of your coverage under the prior group insurance plan was paid.

Our payments to you will be limited to the monthly amount the prior group insurance plan would have paid you had the plan stayed in effect. Our payments will be reduced by any amount the prior group insurance plan is responsible for paying.

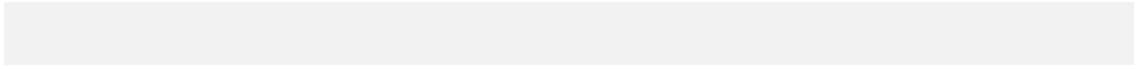


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If your current income fluctuates, we may average amounts over a three (3) consecutive month period of time.

Three horizontal gray bars, stacked vertically, representing redacted information. Each bar is approximately 700 pixels wide and 25 pixels high.

Your pre-disability earnings, benefit percentage, and maximum monthly payment appear in the PLAN HIGHLIGHTS.

Your monthly payment from us is pro-rated. This means that if you are disabled for only part of a month, you will receive a payment equal to 1/30th of a full monthly payment for each day of the month you are disabled.

These are amounts, other than payments you are receiving from us, that include:

1. any benefits and awards you receive or are eligible to receive under:
  - a. Workers' Compensation Law
  - b. occupational disease law
  - c. any other similar act or law
  
2. any disability income benefits you receive or are eligible to receive under:
  - a. any compulsory benefit act or law
  - b. any other group insurance plan with the employer or with an association
  - c. any other group insurance plan with another employer which you become insured under after your disability under this plan begins
  - d. any governmental retirement system as a result of your job with the employer

Long term disability payments are primary under this policy, meaning our payments to

6. any benefits from the employer's retirement plan you:
- a. receive as disability benefits;
  - b. voluntarily choose to receive as retirement benefits;
  - c. receive as retirement benefits once you reach the greater of age 62 or normal retirement age (as defined in the employer's retirement plan).

Regardless of how the retirement funds from the plan are distributed, for the purposes of figuring our payment to you, we consider employee and employer contributions to be distributed at the same time throughout your lifetime.

This plan does not reduce payments you receive from us for your contributions to the employer's retirement plan, or for amounts you rollover or transfer to an eligible retirement plan.

[Redacted area]

[Redacted area]

[Redacted area]

[Redacted area]

7. any benefits for loss of time or lost wages you receive from the mandatory portion of a no-fault motor vehicle insurance plan, or automobile liability insurance policy.
8. any amounts you receive under any unemployment compensation law.





We will not subtract from our payments to you any amounts you receive from the following:

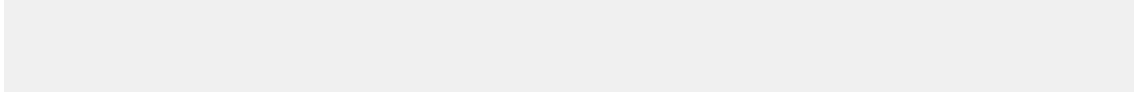
- x 401(k) plans
- x profit sharing plans
- x thrift plans
- x tax sheltered annuities
- x stock ownership plans
- x credit disability insurance
- x non-qualified plans of deferred compensation
- x pension plans for partners
- x military pension and military disability income plans
- x a retirement plan from another employer
- x individual retirement accounts (IRA)
- x





We will stop payments on the earliest of the following dates:

- x the date you are no longer disabled according to this plan;
- x the date you reach the end of the maximum payment duration;



- x during the first 24 months of disability benefits, the date your current earnings exceed 80% of your pre-disability earnings; after the first 24 months of disability benefits, the date your

- x the date you refuse to try or attempt to work with the assistance of:
  - 1. modifications made to your work environment, functional job elements or work schedule; or
  - 2. adaptive equipment or devices,that a qualified doctor has indicated will accommodate the limiting factors of the sickness or injury for which you are claiming benefits under the policy and will enable you to perform the material and substantial duties of an occupation from which you must be considered disabled in order to receive disability benefits;
- x if you are considered to reside outside the United States or Canada. You will be considered to reside outside of these countries if you have been outside the United States or Canada for a total period of 6 months or more during any 12 consecutive months of disability benefits.

If you return to work and are no longer disabled, and the same sickness or injury causes your disability to occur again within six months of the date the prior disability ended, we will resume our monthly payments to you if you were continuously insured under the plan for the period of your temporary recovery. You will not need to complete a new elimination period for this disability.

Your current period of disability will be subject to the same terms of the plan that applied to your prior period of disability.

If you become entitled to payments under any other group long term disability plan (including a plan with the employer that became effective after your disability began), you will not be eligible for payments under this plan.

A disability due to other causes will be treated as a new disability and will be subject to all of the provisions of this plan.



You need to notify us in writing of your claim within 30 days prior to the end of the elimination period. If you are not able to notify us within this time, then you need to notify us as soon as reasonably possible. Notice includes a notice you give, or which is given on your behalf, to us at our home office, or to an authorized agent of ours.





What will you find in this section?

Other services and additional benefits are explained in this section and may be applicable to your plan.

EE-6-Summary

## WORKPLACE MODIFICATION BENEFIT

If you are disabled and are receiving a payment from us, an additional workplace modification benefit may be payable to the employer for your benefit. We will reimburse the employer for up

## VOCATIONAL REHABILITATION

If you are disabled and receiving a payment from us, you may be required to participate in vocational rehabilitation services. These services may include vocational testing and training, job modifications, job placement, payment of certain expenses for moving, relocation in connection with your rehabilitation plan, or other services we find reasonably needed to assist you in returning to active employment either full-time or part-time.

We will determine the extent to which these services may be provided. We will pay for these services with the service provider(s), unless we agree to other arrangements.

Our decision to offer these services will be based on:

- x your education, training and experience
- x your transferable skills
- x your physical and mental abilities
- x your motivation to return to active employment
- x the labor force demand for workers in the proposed occupation in your demographic area
- x our expected liability for your long term disability claim.

To qualify for these services, you must:

- x have a disability which prevents you from performing some or all of the material and substantial duties of your regular occupation
- x

VOCATIONAL REHABILITATION (continued)

The written program will describe:

- x the goals of the program
- x what our responsibilities are
- x what your responsibilities are
- x what responsibilities are of any third party(ies) associated with this program
- x the expected dates of the services
- x the expected costs of the services
- x the expected duration of the program

We reserve the right to make the final decision concerning your eligibility to take part in this program, and the amount of any services you will be provided.

If your doctor approves the rehabilitation program we have designed for you, and you do not complete your responsibilities under the program, then we may discontinue our payments to you under this plan unless there is good cause.

x

x

SOCIAL SECURITY ASSISTANCE

## LUMP SUM SURVIVOR BENEFIT

If we receive proof of your death:

after you have been disabled for at least 180 consecutive days

AND

while you were receiving a monthly payment from us, we will pay a one-time lump sum benefit to your eligible survivor. This benefit will be equal to 3 times your last gross monthly benefit payment. We will first apply this benefit to any overpayment which may exist on your claim.

Your spouse, if living, otherwise your children who are under age 25. If you do not have any eligible survivors, payment will be made to your estate. If there is no estate, then no payment will be made.

Payments becoming due to your children will be made to:

the children

OR

a person we name to receive payments on behalf of your children.

This payment will be valid and effective against all claims by others representing or claiming to represent your children.

EE-6-4 Rev 10/05

## EMPLOYER PENSION PLAN CONTRIBUTION

If you are disabled and qualify for a monthly payment from us and have participated in the employer's pension plan for at least 3 months before you became disabled, then you may be eligible to receive an additional benefit.

This additional benefit will equal

- x 8% of the first 50% of your pre-disability earnings, with your pre-disability earnings not to exceed the monthly equivalent of the Social Security Wage Base; and
- x 12% of the remaining 50% of your pre-disability earnings, with your pre-disability earnings not to exceed the monthly equivalent of the Social Security Wage Base,

With the total Employer Pension contribution Benefit not to exceed \$1,200 per month.

The Social Security Wage Base will be determined on the date you become disabled. We will



## DEPENDENT CARE BENEFIT

If you are Disabled and:

1. Are receiving an LTD benefit under the policy;
2. Are participating in a rehabilitation plan approved by us;
3. Have a dependent who requires dependent care; and
4. Dependent care for your dependent is provided by someone other than a relative;

then you may be eligible to receive a monthly Dependent Care Benefit.

The amount of the Dependent Care Benefit will be actual Dependent Care Expenses incurred each month, subject to a maximum of \$300.

Dependent Care Benefits are payable in addition to your LTD Benefit.

Dependent Care Benefits will stop at the earliest of:

1. The date your LTD benefit terminates;
2. The date you no longer have an eligible dependent;
3. The date you are no longer participating in a rehabilitation plan approved by us;
4. The date you are no longer incurring dependent care expenses for your dependent; or
5. The date on which you have received Dependent Care Benefit payments for 12 months.

Blank area for dependent information, consisting of five horizontal bars.

## PERSONAL CARE ASSISTANCE BENEFIT

A monthly Personal Care Assistance Benefit may be payable to you after the end of the maximum payment duration.

You will qualify for Personal Care Assistance Benefits if you meet each of the following requirements:

1. You received LTD benefits throughout the maximum payment duration;
2. You are continuously disabled on and after the last day of the maximum payment duration; and
3. We determine that you have a sickness or injury for which personal care assistance is required.

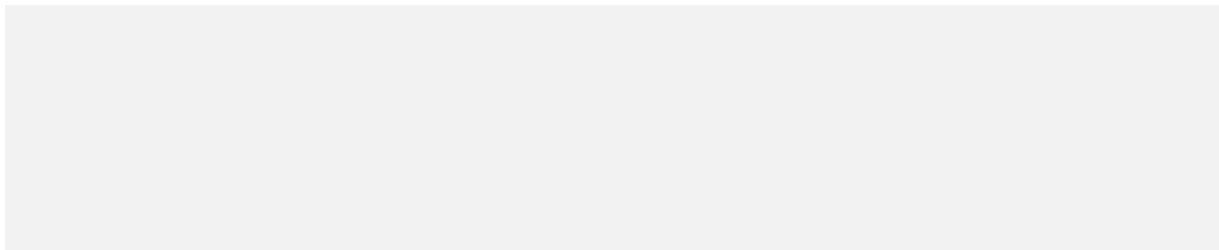
It is not necessary for you to actually receive personal care assistance to qualify for Personal Care Assistance Benefits.

If you qualify for a Personal Care Assistance Benefit, the amount of the monthly Personal Care Assistance Benefit we pay will be equal to the amount of your net monthly payment, up to a maximum of \$3000 per month.

Personal Care Assistance Benefits end on the earliest of the following dates:

1. The date you cease to be considered continuously in need of personal care assistance.
2. The date on which you have received Personal Care Assistance Benefit payments for 60 months.

The provisions of your Coverage under the Group Policy that apply to the payment of LTD benefits apply also to the payment of Personal Care Assistance Benefits.



PERSONAL CARE ASSISTANCE BENEFIT - continued

X

X

X

X

X

X

AMENDMENT NO. 1

This amendment forms a part of the Group Policy No. 227922 and the Certificate of Coverage for such Policy issued to the Policyholder named below.

Policyholder: Case western Reserve University

Policy Effective Date: January 1, 2012

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Effective January 1, 2012, it is agreed that the following changes are hereby made to the above-



If you voluntarily agree to participate in the rehabilitation program, and are unable to complete, without good cause, your responsibilities under the program, then we may reduce our disability payments to you only by the amount of expenses we incurred in providing services as part of the rehabilitation plan.

x

x

The effective date of this amendment is January 1, 2012, but in no event will any amendment be effective prior to an insured employee's effective date of coverage. The changes in this amendment only apply to disabilities which start on or after the effective date of this amendment. All other terms and provisions of the policy will apply other than as stated in this amendment.

Signed for Consumers Life Insurance Company.

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President & CEO

