

#### CERTIFICATE OF COVERAGE

Policyholder: Case Western Reserve University

Policy Number: 227922

Policy Effective Date: January 1, 2012

Consumers Life Insurance Company (referred to as "the Company," "we," "us," or "our") welcomes you as a client.

This is your certificate of coverage as long as you are eligible for coverage and you become insured. You will want to read it carefully and keep it in a safe place.

Your certificate of coverage is written in plain English. There are a few terms and provisions written as required by insurance law. If you have any questions about any of the terms and provisions, please consult our claims paying office. We will assist you in understanding your benefits.

If the terms and provisions of the certificate of coverage (issued to you) differ from the policy (issued to the Policyholder), the policy will govern. Your coverage may be canceled or changed in whole or in part under the terms and provisions of the policy.

The policy is delivered in and is governed by the laws of Ohio and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. When making a benefit determination under the policy, we have discretionary authority to determine your eligibility for benefits and to interpret the terms and provisions of the policy.

For purposes of effective dates and ending dates under the group policy, all days begin at 12:00 midnight and end at 12:01 a.m. at the policyholder's address.

WARNING: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

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This is a brief overview of your plan of benefits. We refer to these terms often throughout this certificate. Whenever we use these terms in the certificate, they have the following meaning, unless we advise you otherwise.

Eligible Class =

All Benefits Eligible Staff who work at least 18.75 hours per week (non-exempt; 20 hours per week – exempt) for the employer on a regular basis and Staff employees who are on Convenience leave and who retain benefits eligibility. (CWRU Benefit category 2 & 3).

All Benefits Eligible Medical Center Employees who work at least 30 hours per week for the employer on a regular basis.

Class 2: You must be working at least the minimum hours indicated in above classification.

Class 3: You must be working at least 30 hours per week.

Benefit Percentage = 60%

Maximum Payment Amount = \$6,000\*

\*We may reduce the amount we pay to you by other income amounts and any income you earn or receive from any form of employment. Some disabilities may not be covered under this plan.

Minimum Payment Amount = \$100

We may apply all payments to you toward overpayments.

Elimination Period = 180 days

# Maximum Payment Duration

Age When Disability Begins	Maximum Payment Duration
Less than Age 60 Age 60 Age 61 Age 62 Age 63 Age 64 Age 65 Age 66 Age 67 Age 68 Age 69 and over	To age 65, but not less than 5 years 60 months 48 months 42 months 36 months 30 months 24 months 21 months 18 months 15 months 12 months

# Waiting Period:

If you are in an eligible class on or before the plan effective date: None

# 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

It tells you:
<ul><li>x the coverage to which you may be entitled</li><li>x to whom we make payments</li><li>AND</li></ul>
x the limitations, exclusions and requirements applying to a plan.

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

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 ideENi4l eci9R As

## 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:     x the date the plan is effective     OR     x 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 eligibl class, we will apply any prior period of work with the employer toward the waiting period
x
x
X X

- You will need to provide evidence of insurability to us with your application if you: x apply for coverage more than 31 days after the date you are first eligible to apply; OR
- $\boldsymbol{x}$   $\,$  voluntarily terminate your coverage and want to reapply for coverage;  $\,$  OR  $\,$
- x apply for an amount of coverage for which we require proof of insurability.

lf you are on a family or medical employer's Human Resource policy	leave of absence, you on family and medica	our coverage will be al leaves of absence.	governed by the
CLGRLTDC1000 R12/10	14		

## 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 payment limitations
- x when monthly payments stop
- x temporary recovery

### What terms do we define in this section?

- x disability
- x material and substantial duties
- x regular occupation
- x reasonable employment option
- x gainful occupation
- x sickness
- x injury
- x elimination period
- x regular care
- x doctor
- x pre-existing condition
- x treatment
- x prior group insurance plan
- x maximum monthly payment
- x gross monthly payment
- x minimum monthly payment
- x maximum capacity
- x retirement plan
- x disability benefits under a retirement plan
- x retirement benefits under a retirement plan
- x eligible retirement plan
- x mental illness
- x substance abuse
- x special conditions
- x maximum payment duration

## **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:

- 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 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.

If you were insured by the prior group insurance plan just before you become eligible for coverage under this plan; you are in active employment; and you are insured under this plan, then you may be eligible for payments from us under this plan if your disability is due to a pre-existing condition.

In order to receive payments from us, you must meet the pre-existing condition exclusion of: x this plan;

OR

x the prior group insurance plan had the plan stayed in effect.

We will consider the total amount of time you were continuously insured under both the prior group insurance plan and this plan to determine if you satisfy the pre-existing condition

Our payment will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage. Step 2: Compare this amount to the maximum monthly payment for this plan.
- Step 3: Take the lesser of the amounts from Steps 1 and 2. This is your gross monthly payment.
- Step 4: Subtract from the gross monthly payment any other income amounts except any income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity. This is the payment that you may receive.

Our payment to you for 12 months will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage. Step 2: Compare this amount to the maximum monthly payment for this plan.
- Step 3: Take the lesser of the amounts from Steps 1 and 2. This is your gross monthly payment.
- Step 4: Subtract from the gross monthly payment:
  - -100% of any other income amounts except any income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity; then
  - -Subtract any income you earn or receive from any form of employment or income you could have earned by working to your maximum capacity only if the sum of the gross monthly payment plus this income exceeds 100% of your indexed pre-disability earnings. The monthly benefit will then be reduced by that excess amount. This is the payment that you may receive.

Our payment to you after 12 months will be figured by using the following formula: (A divided by B) x C

- A = Your indexed pre-disability earnings minus any income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity while you are disabled.
- B = Your indexed pre-disability earnings.
- C = The benefit calculated in Step 4 above, under the "HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND NOT WORKING OR DISABLED AND WORKING, EARNING LESS THAN 20% OF YOUR PRE-DISABILITY EARNINGS?" section.

EE-4L-9.5 1 of 2 Rev 10/05

- 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 p	plan,	ór	for	amounts	you	rollover	or	transfer	to	an	eligible

We have the right to estimate the amount of benefits you may be eligible to receive under Other Income Amounts, items 1, 2 and 3a. We can reduce our monthly payment to you by this estimated amount if you:

- x have not been awarded such benefits but have not been denied such benefits; OR
- x have been denied such benefits and the denial is being appealed; OR
- x are reapplying for such benefits.

We will not reduce our payments to you by these estimated amounts if you:

x apply (or reapply) for benefits and appeal your denial through all of the administrative levels we believe are necessary;

#### **AND**

x sign our payment option form stating you promise to pay back to us any overpayment of benefits caused by an award.

If we reduce our payment to you by an estimated amount:

- x then we will adjust our payments to you when you give us proof of the amount awarded; OR
- x we will give you a lump sum refund of the estimated amount if you were denied benefits and

If your	disability	is caused	or contrib	uted to	by mental	illness,	substance	abuse,	or special
conditio	ns we wi	ll pay you	a monthly	payment	t for a ma	ximum d	of 24 month	ns per c	ccurrence.
We will	not pay y	ou a month	ily paymen	t beyond	the maxim	num pay	ment duration	on.	

X			
X			
X			
X			
X			
X			
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 current earnings exceed 80% of your pre-disability earnings. If your current earnings fluctuate, we may average your current earnings over a three (3) consecutive month period of time instead of stopping your payment on the date your current earnings reach the earnings limit;
- x the date you die;
- x the date you fail to provide proof of continuing disability;
- x the date you refuse to participate in an approved rehabilitation program;
- x the date you cease to be under the regular care of a doctor, or refuse to undergo, at our expense, an examination or testing by a doctor or vocational, rehabilitation, or health assessment testing when we require such examination or testing;
- x the date you refuse to receive medical treatment, including taking prescribed medicines, that your doctor has recommended and that is generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect;

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- 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.

What will you find in this section?

- x notifying us of a claim
  x giving us proof of claim
  x filing a claim
  x information needed in the proof of claim
  x when payments to you begin
  x who we make payments to

You need to notify t	us in writing of your	claim within 30 days	s prior to the end of	the elimination
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Your proof of claim must include:

- x that you are under the regular care of a doctor
- x the date your disability began
- x the cause of your disability as determined by objective medical tests and examinations acceptable to the medical community
- x the extent of your disability, including restrictions and limitations which prevent you from performing your regular occupation
- x the name and address of all hospital(s) or institution(s) where you received treatment, including all doctors who provided regular care
- x appropriate documentation of your earnings

We may request that you send proof of continuing disability indicating that you are under the regular care of a doctor. We must receive this proof within 30 days of the date we ask for it. In some cases, we will require you to give us authorization to obtain additional medical and non-medical information as part of your proof of claim. We may temporarily suspend our payments to you if you do not cooperate, or do not submit the appropriate information.

Once we approve your claim, you will begin to receive payments after you complete the elimination period. We will send you a payment for any period for which we are liable. If the policy or a plan is canceled, the cancellation will not affect a payable claim.

We will make all payments to you.

We have the right to recover overpayments due to:

- x fraud;
- x an error we make in processing your claim;
- x your receipt of other income amounts.

If we determine that we overpaid your claim, then we require you repay us in full. We will determine the method by which you will repay us. We reserve the right to apply our future payments to you toward overpayments. We have the right to recover overpayments from your eligible survivors or estate. We will not recover more money from you than the amount we paid to you.

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What will you find in this section?	
Other services and additional benefits are explained in this section and may be application your plan.	cable to
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### 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 to 100% of reasonable costs the employer incurs through modifications to the workplace to accommodate your return to work, and to assist you in remaining at work.

x The amount we pay will not exceed a maximum of \$2,000 for any one employee;

To qualify for this reimbursement, you must have:

x a disability preventing you from performing some or all of the material and substantial duties of your regular occupation;

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# **VOCATIONAL REHABILITATION**

If you are disabled and receiving a payment from us, you may be required to participate in

## 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.

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### **DEPENDENT CARE BENEFIT**

If you are Disabled and:

- 1.
- 2.
- 3.
- Are receiving an LTD benefit under the policy;
  Are participating in a rehabilitation plan approved by us;
  Have a dependent who requires dependent care; and
  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.

# PERSONAL CARE ASSISTANCE BENEFIT

### 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

Effective January 1, 2012, it is agreed that the following changes are hereby made to the above-referenced group policy and certificate:

1.

If we receive certified written proof that you are Terminally III, and you:

- x Have been disabled for at least 180 consecutive days;
- x Are receiving an LTD benefit from us; and
- x Make a written request for this benefit;

We will pay you a lump sum Terminal Illness Benefit.

means a signed certification made by a physician attesting that you are Terminally III.

means a request made, in writing, by you to us.

2.

If you are disabled and receiving a payment from us, you may be eligible to participate in vocational rehabilitation services. These services may include vocational testing and training, job modifications, job placement, 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:

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If you voluntarily agree to participate good cause, your responsibilities und	e in the rehabilitation place the program, then	orogram, and are unable we may reduce our disab	to complete, without illity payments to you