Group Short Term Disability
Insurance Certificate

Regents of the University of Minnesota
IMPORTANT NOTICES

If you reside in one of the following states, please read the important notices below:

Arizona, Florida and Maryland residents:

The group policy is issued in the state of Minnesota and will be governed by its laws. If you reside in a state other than Minnesota, this certificate of insurance may not provide all of the benefits and protections provided by the laws of your state. PLEASE READ YOUR CERTIFICATE CAREFULLY.

Texas residents:

IMPORTANT NOTICE: To obtain information or make a complaint:

You may call Life Insurance Company of North America toll free telephone number for information or to make a complaint at:

1-800-547-5515

You may also write to Life Insurance Company of North America at:

ATT: Charlene Bush
1601 Chestnut Street, TL16D
Philadelphia, PA 19192

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax (512) 475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Life Insurance Company of North America first. If the dispute is not resolved, you may contact the Texas Department of Insurance

AVISO IMPORTANTE: Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Connecticut General Life Insurance Company’s para informacion o para someter una queja al: 1-800-547-5515

Usted tambien puede escribir a Life Insurance Company of North America at:

ATT: Charlene Bush
1601 Chestnut Street, TL16D
Philadelphia, PA 19192
Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puesde escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax (512) 475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Life Insurance Company of North America primero. Si no resuelve la disputa, puede entonces comunicarse con el departamento (TDI).
Disability insurance provides individuals and their families with financial protection. The Disability Insurance Benefit described in this booklet will help secure your family's financial security in the event of your disability.

The need for disability insurance protection depends on individual circumstances and financial situations. Your Employer is offering you the opportunity to purchase this insurance to make your benefit program more comprehensive and responsive to your needs.

The following pages describe the main provisions of the group disability insurance plan available to you.

Any insurance benefit described in the following pages will apply to you only if you have elected that benefit and have authorized payroll deduction for the required premium.
We, the LIFE INSURANCE COMPANY OF NORTH AMERICA, certify that we have issued a Group Policy, VDT-980061, to Regents of the University of Minnesota.

We certify that we insure all eligible persons, who are enrolled according to the terms of the Policy. Your coverage will begin and end according to the terms set forth in this certificate.

This certificate describes the benefits and basic provisions of your coverage. You should read it with care so you will understand your coverage.

This is not the insurance contract. It does not waive or alter any of the terms of the Policy. If questions arise, the Policy will govern. You may examine the Policy at the office of the Policyholder or the Administrator.

This certificate replaces any and all certificates which may have been issued to you in the past under the Policy.

Matthew G. Manders, President
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SCHEDULE OF BENEFITS

Policy Effective Date: January 1, 2012
Certificate Effective Date: May 4, 2014
Policy Anniversary Date: January 1
Policy Number: VDT-980061

Eligible Class Definition:
All active Employees of the Employer classified as faculty, professional and administrative, civil service or union represented Employees who are in Active Service with a 50% or greater appointment of at least 3 consecutive months in duration and are a citizen of the United States or Canada or an individual residing in either country.

It does not include:
- Professionals-in-training, with the exception of those in classifications 9540 (Pharmacy Associate), 9545 (Pre-Doctoral Assistant) and 9546 (Post-Doctoral Associate);
- Temporary or seasonal Employees holding an hourly appointment or paid on a lump-sum basis;
- Full-time members of the armed forces of any country;
- Leased Employees;
- Independent Contractors;
- Employees holding retiree, visiting, or adjunct appointments;
- Employees holding clinical appointments from outside the University.

Eligibility Waiting Period

If you were hired on or before the Policy Effective Date: The first of the month following the date of hire
If you were hired after the Policy Effective Date: The first of the month following the date of hire

The Eligibility Waiting Period does not apply if a former Employee is rehired within 30 days after his or her termination date and the former Employee has satisfied the Eligibility Waiting Period prior to his or her termination date.

Benefit Waiting Period
- For Accident: 0 days
- For Sickness: 7 days

Disability Benefit:
- Units of $100 from $300 per month to the lesser of $5,000 or 66.67% of your monthly Covered Earnings reduced by any Other Income Benefits. The weekly benefit amount is determined by multiplying the monthly benefit you elect by 12 then dividing by 52.

"Other Income Benefits" means any benefits listed in the Other Income Benefits provision that you receive on your own behalf.

Maximum Disability Benefit $1,154 per week
Minimum Disability Benefit $70 per week
Changes to Existing Coverage
Annual Enrollment Period – During an Annual Enrollment Period, you may make the following changes to your existing coverage:

1. You may decrease or terminate your coverage;
2. If you are currently insured under the Policy, you may increase your Disability Benefit by up to $200 not to exceed the lesser of $5,000 or 66.67% of monthly Covered Earnings without satisfying the Insurability Requirement;
3. If you are currently insured under the Policy, you may increase your Disability Benefit by an amount in excess of $200 not to exceed the lesser of $5,000 or 66.67% only if you satisfy the Insurability Requirement.

The effective date of these changes will be the later of the January 1 of the year following the Annual Enrollment Period, or the date we agree in writing to insure you.

At any time other than an Annual Enrollment Period – At any time of the year, other than during an Annual Enrollment Period, you may make the following changes to your existing coverage:

1. You may decrease or terminate your coverage;
2. If you are currently insured under the Policy, you may increase your Disability Benefit by any $100 increment, not to exceed the lesser of $5,000 or 66.67% only if you satisfy the Insurability Requirement.

Any decreases or terminations will be effective on the first day of the payroll period following authorization and any increases will be effective on the date we agree in writing to insure you.

Maximum Benefit Period
For Accident: The date the 26th Disability Benefit is payable.
For Sickness: The date the 26th Disability Benefit is payable.
WHO IS ELIGIBLE

If you qualify under the Eligible Class Definition shown in the Schedule of Benefits you are eligible for coverage under the Policy on the Policy Effective Date, or the day after you complete the Eligibility Waiting Period, if later. The Eligibility Waiting Period is the period of time you must be in Active Service to be eligible for coverage. Your Eligibility Waiting Period will be extended by the number of days you are not in Active Service.

Except as noted in the Reinstatement Provision, if you terminate your coverage or if your coverage ends because you no longer qualify under the Eligible Class Definition and later wish to reapply, or if you are a former Employee who is rehired after 30 days, you must satisfy a new Eligibility Waiting Period.

WHEN COVERAGE BEGINS

If you are required to contribute to the cost of your insurance you may elect to be insured only by authorizing payroll deduction in a form approved by the Employer and us. The effective date of your insurance depends on the date coverage is elected.

If you apply for coverage within 60 days after you become eligible, your insurance is effective on the latest of the following dates.
1. The Policy Effective Date.
2. The date your Employer or we receive the completed enrollment form and authorized payroll deduction.
3. The first of the month following your date of hire.

If you are a current Employee who becomes eligible or was previously covered under the Employer’s Academic Disability Plan and elect coverage within 60 days after you become eligible, your insurance is effective on the latest of the following dates.
1. The Policy Effective Date.
2. The date your Employer or we receive the completed enrollment form and authorized payroll deduction.
3. The first of the month on or next following the date you become eligible.

If you elect coverage during an Annual Enrollment Period, your coverage is effective on the latest of the following dates.
1. The Policy Effective Date.
2. The date your Employer or we receive the completed enrollment form and authorized payroll deduction.
3. The January 1 of the calendar year following the Annual Enrollment Period.

If you are not in Active Service on the date your insurance would otherwise be effective, it will be effective on the date you return to an occupation in an Eligible Class Definition for your Employer on a Full-time basis.

WHEN COVERAGE ENDS

Your insurance ends on the earliest of the dates below.
1. The date you are eligible for coverage under a plan intended to replace this coverage.
2. The date the Policy is terminated.
3. The date you no longer qualify under an Eligible Class Definition.
4. The day after the period for which premiums are paid.
5. The date you are no longer in Active Service.

WHEN COVERAGE CONTINUES

This provision modifies the When Coverage Ends provision to allow insurance to continue under certain
circumstances if you are no longer in Active Service. Insurance that is continued under this provision is
subject to all other terms of the When Coverage Ends provisions.

Your Disability Insurance will continue if your Active Service ends because of a Disability for which
benefits under the Policy are or may become payable. If you do not return to Active Service, this
insurance ends when your Disability ends or when benefits are no longer payable, whichever occurs first.

If your Active Service ends due to an approved leave pursuant to the Family and Medical Leave Act
(FMLA), insurance will continue up to the later of the period of your approved FMLA leave or the leave
period required by law in the state in which you are employed. Premiums are required for this coverage.

If your Active Service ends due to any other leave of absence approved in writing by the Employer prior
to the date you cease work, insurance will continue for you for up to 365 days. Premiums are required for
this coverage.

If your Active Service ends due to any other excused short term absence from work that is reported to the
Employer timely in accordance with the Employer’s reporting requirements for such short term absence,
your insurance will continue until the earlier of:
  a. the date your employment relationship with the Employer terminates;
  b. the date premiums are not paid when due;
  c. the end of the 365 day period that begins with the first day of such excused absence;
  d. the end of the period for which such short term absence is excused by the Employer.

Notwithstanding any other provision of this policy, if your Active Service ends due to layoff, termination
of employment or any other termination of the employment relationship, insurance will terminate and
continuation of insurance under this provision will not apply.

If your insurance is continued pursuant to this When Coverage Continues provision, and you become
Disabled during such period of continuation, Disability Benefits will not begin until the later of the date
the Benefit Waiting Period is satisfied or the date you are scheduled to return to Active Service.

TAKEOVER PROVISION

This provision applies to you only if you are eligible under this Policy and were covered for short term
disability coverage on the day prior to the effective date of this Policy under the Prior Plan provided by
the Policyholder or by an entity that has been acquired by the Policyholder.

A. This section A applies to you if you are not in Active Service on the day prior to the effective date of
this Policy due to a reason for which the Prior Plan and this Policy both provide for continuation of
insurance. If required premium is paid when due, we will insure an Employee to which this section
applies against a disability that occurs after the effective date of this Policy for the affected employee
group. This coverage will be provided until the earlier of the date: (a) you return to Active Service,
(b) continuation of insurance under the Prior Plan would end but for termination of that plan; or (c)
the date continuation of insurance under this Policy would end if computed from the first day you
were not in Active Service. The Policy will provide this coverage as follows:
1. If benefits for a disability are covered under the Prior Plan, no benefits are payable under this Plan.

2. If the disability is not a covered disability under the Prior Plan solely because the plan terminated, benefits payable under this Policy for that disability will be the lesser of: (a) the disability benefits that would have been payable under the Prior Plan; and (b) those provided by this Policy. Credit will be given for partial completion under the Prior Plan of Benefit Waiting Periods and partial satisfaction of pre-existing condition limitations.

B. The Benefit Waiting Period under this Policy will be waived for a Disability which begins while you are insured under this Policy if all of the following conditions are met:
   1. The Disability results from the same or related causes as a Disability for which monthly benefits were payable under the Prior Plan;
   2. Benefits are not payable for the Disability under the Prior Plan solely because it is not in effect;
   3. A Benefit Waiting Period would not apply to the Disability if the Prior Plan had not ended;
   4. The Disability begins within 6 months of your return to Active Service and your insurance under this Policy is continuous from this Policy’s Effective Date.

Benefits will be determined based on the lesser of: (1) the amount of the gross disability benefit under the Prior Plan and any applicable maximums; and (2) those provided by this Policy.

If benefits are payable under the Prior Plan for the Disability, no benefits are payable under this Policy.

**DESCRIPTION OF BENEFITS**

**WHAT IS COVERED**

**Disability Benefits**
If you become Disabled, as we define the term in the Definitions section, while you are covered under the Policy, we will pay you Disability Benefits. After you are Disabled, you must satisfy the Benefit Waiting Period and be under the Appropriate Care of a Physician. Also, we ask you to provide us with satisfactory proof of your Disability, at your expense, before benefits will be paid.

We will require continued proof of your Disability for benefits to continue.

**Benefit Waiting Period**
The Benefit Waiting Period is the period of time you must be continuously Disabled before Disability Benefits may be payable. Your Benefit Waiting Period is shown in the Schedule of Benefits.

We will not require you to satisfy the Benefit Waiting Period if benefits were payable to you under a Prior Plan on the Policy Effective Date and you return to Active Service within 30 days after this date. Your return to Active Service must be for more than one day but less than 30 consecutive days. Your later period of Disability must be caused by the same or related causes for your Benefit Waiting Period to be waived.

**Termination of Your Disability Benefits**
Your Disability Benefits will end on the earliest of the dates listed below.
1. The date we determine you are no longer Disabled;
2. The date the Maximum Benefit Period ends;
3. The date you refuse to participate in rehabilitation efforts as required by us;
4. The date you are no longer receiving Appropriate Care;
5. The date you die.
Successive Periods of Disability
Once you are eligible to receive Disability Benefits under the Policy, separate periods of Disability resulting from the same or related causes are a continuous period of Disability unless you return to Active Service for more than 30 consecutive days.

A period of Disability is not continuous if separate periods of Disability result from unrelated causes, or your later Disability occurs after your coverage under the Policy ends.

Disability Benefit Calculation
Your Disability Benefit for any week Disability Benefits are payable to you is shown in the Schedule of Benefits. We base our calculation of Disability Benefits on the number of days in your normally scheduled work week immediately prior to the date your Disability begins. Benefits will be prorated if payable for any period less than a week.

Work Incentive Benefit
If you return to your regular occupation on a part-time basis, or any other occupation on a Full-time or part-time basis, your Disability Benefits may be reduced. For any week, if the sum of your Disability Benefit and current earnings exceed 100% of your weekly Covered Earnings, the Disability Benefit will be reduced by the excess amount.

No Disability Benefits will be paid if we determine you are able to work under a Transitional Work Arrangement or other modified work arrangement, and you refuse to do so.

Current earnings include any wage or salary you earn for work performed while Disability Benefits are payable (excluding earnings from the University of Minnesota Physicians). If you are working for another employer (or are self-employed) on a regular basis when your Disability begins, your current earnings will include any increase in the amount you earn from this work during the period for which Disability Benefits are payable.

We will, from time to time, review your status and will require satisfactory proof of earnings and continued Disability.

Other Income Benefits
While you are Disabled, you may be eligible to receive benefits from other income sources. If so, we may reduce the Disability Benefits payable to you under the Policy by the amount of these Other Income Benefits. The extent to which Other Income Benefits will reduce your Disability Benefits is shown in the Amounts of Insurance section of the Schedule of Benefits.

Other Income Benefits include:
1. Any wage or salary for work performed. If you are covered for Work Incentive Benefits, we will only reduce Disability Benefits to the extent provided under the Work Incentive Benefit in the Schedule of Benefits.
2. Any severance payment you receive or are eligible to receive because of your participation in the Non-Renewal Program for Academic Professional and Administrative Employees, Layoff Severance Program for Civil Service and Union-Represented Staff Employees.

Increases in Other Income Benefits
After we make the first deduction for any Other Income Benefit (except wage or salary), we will not reduce your Disability Benefits further during that period of Disability due to any cost of living increase in the Other Income Benefit.
Lump Sum Payments

Other Income Benefits or earnings that are paid in a lump sum will be prorated over the period for which the sum is given. If no time is stated, the lump sum will be prorated monthly over a five-year period.

If no specific allocation of a lump sum payment is made, we will assume the total payment is an Other Income Benefit.

Assumed Receipt of Benefits

We will assume you are receiving Other Income Benefits if you may be eligible for them. We will estimate the amount of these assumed benefits on the basis of what you may be eligible to receive and reduce your Disability Benefits as if you actually received them.

Except for any wage or salary for work performed while Disability Benefits are payable, we will not assume your receipt of Other Income Benefits if you give us proof of the following events.

1. Application was made for these benefits.
2. Reimbursement Agreement is signed by you.
3. Any and all appeals were made for these benefits, or we have determined further appeals will not be successful.
4. Payments were denied.

We will not assume you have received, nor will we reduce your Disability Benefits by, any elective, actuarially reduced, or early retirement benefits under such laws until you actually receive them.

Minimum Disability Benefit

We will pay the Minimum Disability Benefit. However, if there is an overpayment due, this benefit may be reduced to recover the overpayment.

Recovery of Overpayment

If we overpay your benefits, we have the right to recover the amount overpaid by either requesting you to pay the overpaid amount in a lump sum or by reducing any amounts payable to you by the amount due. If there is an overpayment due when you die, we will reduce any benefits payable under the Policy to recover the overpayment.

Rehabilitation During A Period of Disability

If you are Disabled and we determine that you are a suitable candidate for rehabilitation, you may participate in a Rehabilitation Plan. We must agree on the terms and conditions of the Rehabilitation Plan.

We may require you to participate in a rehabilitation assessment, at our expense, and/or Rehabilitation Plan. We will work with you, your Employer, your Physician and others as appropriate, to develop a Rehabilitation Plan. If you refuse to participate in the rehabilitation efforts, Disability Benefits will not be payable.

The Rehabilitation Plan may, at our discretion, allow for payment of your medical expense, education expense, moving expense, accommodation expense or family care expense while you participate in the program.
A "Rehabilitation Plan" is a written agreement between you and us in which we agree to provide, arrange or authorize vocational or physical rehabilitation services.

**WHAT IS NOT COVERED**

We will not pay any Disability Benefits for a Disability that results, directly or indirectly, from:
1. suicide, attempted suicide, or whenever you injure yourself on purpose.
2. war or any act of war, whether or not declared.
3. commission of a felony.
4. revocation, restriction or non-renewal of your license, permit or certification necessary to perform the duties of your occupation unless due solely to Injury or Sickness otherwise covered by the Policy.
5. an Injury or Sickness for which you are entitled to benefits from Workers' Compensation or occupational disease law.

We will not pay Disability Benefits for any period of Disability during which you:
6. are not receiving Appropriate Care.
7. fail to cooperate with us in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit due.
8. refuse to participate in rehabilitation efforts as required by us.
9. refuse to participate in a Transitional Work Arrangement or other modified work arrangement.

“Transitional Work Arrangement” means any work offered to you by the Employer, or an affiliated company while you are Disabled and which may be your own occupation or any occupation. The term includes but is not limited to reassigned duties, work site modification, flexible work arrangements, job adaptation, or special equipment.

**CLAIM PROVISIONS**

**Notice of Claim**
Written notice of claim, or notice by any other electronic/telephonic means authorized by us, must be given to us within 31 days after a covered loss occurs or begins or as soon as reasonably possible. If written notice, or notice by any other electronic/telephonic means authorized by us, is not given in that time, the claim will not be invalidated or reduced if it is shown that notice was given as soon as was reasonably possible. Notice can be given at our home office in Philadelphia, Pennsylvania or to our agent. Notice should include the Employer's name, the Policy Number and the claimant's name and address.

**Claim Forms**
When we receive notice of claim, we will send claim forms for filing proof of loss. If we do not send claim forms within 15 days after notice is received by us, the proof requirements will be met by submitting, within the time required under the "Proof of Loss" section, written proof, or proof by any other electronic/telephonic means authorized by us, of the nature and extent of the loss.

**Claimant Cooperation Provision**
If you fail to cooperate with us in our administration of your claim, we may terminate the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.
Insurance Data
The Employer is required to cooperate with us in the review of claims and applications for coverage. Any information we provide to the Employer in these areas is confidential and may not be used or released by the Employer if not permitted by applicable privacy laws.

Proof of Loss
You must provide written proof of loss to us, or proof by any other electronic/telephonic means authorized by us, within 90 days after the date of the loss for which a claim is made. If written proof of loss, or proof by any other electronic/telephonic means authorized by us, is not given in that 90 day period, the claim will not be invalidated nor reduced if it is shown that it was given as soon as was reasonably possible. In any case, written proof of loss, or proof by any other electronic/telephonic means authorized by us, must be given not more than one year after the 90 day period. If written proof of loss, or proof by any other electronic/telephonic means authorized by us, is provided outside of these time limits, the claim will be denied. These time limits will not apply due to lack of legal capacity.

Written proof that the loss continues, or proof by any other electronic/telephonic means authorized by us, must be furnished to us at intervals we require. Within 30 days of a request, written proof of continued Disability and Appropriate Care by a Physician must be given to us.

Time of Payment
Disability Benefits will be paid at regular intervals of not less frequently than once a month. Any balance, unpaid at the end of any period for which we are liable, will be paid at that time.

To Whom Payable
Disability Benefits will be paid to you. If any person to whom benefits are payable is a minor or, in our opinion is not able to give a valid receipt, such payment will be made to his or her legal guardian. However, if no request for payment has been made by the legal guardian, we may, at our option, make payment to the person or institution appearing to have assumed custody and support.

If you die while any Disability Benefits remain unpaid, we may, at our option, make direct payment to any of your following living relatives: your spouse, your mother, your father, your children, your brothers or sisters; or to the executors or administrators of your estate. We may reduce the amount payable by any indebtedness due.

Payment in the manner described above will release us from all liability for any payment made.

Physical Examination and Autopsy
We may, at our expense, exercise the right to examine any person for whom a claim is pending as often as we may reasonably require. Also, we may, at our expense, require an autopsy unless prohibited by law.

Legal Actions
No action at law or in equity may be brought to recover benefits under the Policy less than 60 days after written proof of loss, or proof by any other electronic/telephonic means authorized by us, has been furnished as required by the Policy. No such action shall be brought more than 3 years after the time satisfactory proof of loss is required to be furnished.

Time Limitations
If any time limit stated in the Policy for giving notice of claim or proof of loss, or for bringing any action at law or in equity, is less than that permitted by the law of the state in which you live when the Policy is issued, then the time limit provided in the Policy is extended to agree with the minimum permitted by the law of that state.
Physician/Patient Relationship
You have the right to choose any Physician who is providing medical treatment within the scope of his/her license. We will in no way disturb the Physician/patient relationship.

ADMINISTRATIVE PROVISIONS

Premiums
The premiums for this Policy will be based on the rates currently in force, the plan and the amount of insurance in effect.

Your Grace Period
If your required premium is not paid on the Premium Due Date, there is a 31 day grace period after each premium due date after the first. If the required premium is not paid during the grace period, insurance will end on the last day for which premium was paid.

Reinstatement of Insurance
Your insurance may be reinstated if it ends because you are on an unpaid leave of absence. If your Active Service ended due to an approved leave pursuant to the Family and Medical Leave Act (FMLA) and Continuation of Insurance is not applicable, your insurance may be reinstated at the conclusion of the FMLA leave.

If your Active Service ends due to an Employer approved unpaid leave of absence, other than an approved FMLA leave, insurance may be reinstated only:
1. If the reinstatement occurs within 12 months from the date insurance ends, or
2. When returning from military service pursuant to the Uniformed Services Employment Act of 1994 (USERRA).

For insurance to be reinstated the following conditions must be met:
1. You must be in a Class of Eligible Employees.
2. The required premium must be paid.
3. We must receive a written request for reinstatement within 31 days from the date you return to Active Service.

Reinstated insurance will be effective on the date you return to Active Service. If you did not fully satisfy the Eligibility Waiting Period before insurance ended due to an unpaid leave of absence, credit will be given for any time that was satisfied.

GENERAL PROVISIONS

Incontestability
All statements made by the Employer or by an Insured are representations not warranties. No statement will be used to deny or reduce benefits or as a defense to a claim, unless a copy of the instrument containing the statement has been furnished to the claimant. In the event of death or legal incapacity, the beneficiary or representative must receive the copy.

After two years from an Insured's effective date of insurance, or from the effective date of any added or increased benefits, no such statement will cause insurance to be contested except for fraud or eligibility for insurance.

Workers' Compensation Insurance
The Policy is not in lieu of and does not affect any requirements for insurance under any Workers' Compensation Insurance Law.
Assignment of Benefits
We will not be affected by the assignment of your certificate until the original assignment or a certified copy of the assignment is filed with us. We will not be responsible for the validity or sufficiency of an assignment. An assignment of benefits will operate so long as the assignment remains in force provided insurance under the Policy is in effect. This insurance may not be levied on, attached, garnisheed, or otherwise taken for a person's debts. This prohibition does not apply where contrary to law.

Clerical Error
A person's insurance will not be affected by error or delay in keeping records of insurance under the Policy. If such an error is found, the premium will be adjusted fairly.

DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout this document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Schedule of Benefits.

Accident
The term Accident means a sudden, unforeseeable external event that causes you bodily Injury and occurs while your coverage is in force under the Policy.

Active Service
If you are an Employee, you are in Active Service on a day which is one of your Employer's scheduled work days if either of the following conditions are met.
1. You are actively at work. This means you are performing your regular occupation for the Employer on a Full-time basis, either at one of the Employer's usual places of business or at some location to which the Employer's business requires you to travel.
2. The day is a scheduled holiday or vacation day.

You are in Active Service on a day which is not one of the Employer's scheduled work days only if you were in Active Service on the preceding scheduled work day.

Annual Enrollment Period
The period in each calendar year agreed upon by your Employer and us when you may enroll for, or change benefit elections, under the Policy.

Appropriate Care
Appropriate Care means you:
1. Have received treatment, care and advice from a Physician who is qualified and experienced in the diagnosis and treatment of the conditions causing Disability. If the condition is of a nature or severity that it is customarily treated by a recognized medical specialty, the Physician is a practitioner in that specialty.
2. Continue to receive such treatment, care or advice as often as is required for treatment of the conditions causing Disability.
3. Adhere to the treatment plan prescribed by the Physician, including the taking of medications.
Covered Earnings
Covered Earnings means your monthly rate of earnings from the Employer in effect on your last full day of Active Service, including:

1. Contributions you make through a salary reduction agreement with the Employer to:
   a. an Internal Revenue Code (IRC) Section 403(b) or 457 deferred compensation arrangement; or
   b. an executive nonqualified deferred compensation arrangement;
2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan;
3. Augmentation;
4. Increment;
5. Commutation;
6. Regents Professor Stipend.

It does not include earnings received as:
1. Bonuses;
2. Commissions;
3. Overtime (or overload) pay;
4. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan; or
5. Any other earnings or extra compensation.

Covered Earnings will not be reduced by a formal, University-wide temporary salary reduction, such as Temporary Reduction in Pay (TRP), Reduce Employment Costs through Employee Salary Savings (RECESS), furloughs or other similar formal reductions in salary. For the term of the temporary salary reductions, Covered Earnings will be the greater of your Covered Earnings in effect on your last full day of active work prior to the temporary salary reduction or your Covered Earnings in effect on your last full day of active work.

Any increase in your Covered Earnings will not be effective during a period of continuous Disability.

Disability/Disabled
For purposes of coverage under the Policy, you are Disabled if, because of Injury or Sickness, you are unable to perform the material duties of your own occupation, and solely due to Injury or Sickness, you are unable to earn more than 80% of your Covered Earnings.

Employee
For eligibility purposes, you are an Employee if you work for the Employer and are in one of the "Classes of Eligible Employees." Otherwise, you are an Employee if you are an employee of the Employer who is insured under the Policy.

Employer
The Policyholder and any affiliates or subsidiaries covered under the Policy.

Full-time
Full-time means the number of hours set by the Employer as a regular work day for Employees in your eligibility class.

Injury
Any accidental loss or bodily harm that results directly and independently from all other causes from an Accident.
**Insurability Requirement**

An eligible person satisfies the Insurability Requirement for an amount of coverage on the day we agree in writing to accept you as insured for that amount. To determine a person's acceptability for coverage, we will require you to provide evidence of good health and may require it be provided at your expense.

**Insurance Company**

The Insurance Company underwriting the Policy is named on your certificate cover page. References to the Insurance Company have been changed to "we", "our", "ours", and "us" throughout the certificate.

**Insured**

You are an Insured if you are eligible for insurance under the Policy, insurance is elected for you, the required premium is paid and your coverage is in force under the Policy.

**Physician**

Physician means a licensed doctor practicing within the scope of his or her license and rendering care and treatment to an Insured that is appropriate for the condition and locality. The term does not include you, your spouse, your immediate family (including parents, children, siblings, or spouses of any of the foregoing, whether the relationship derives from blood or marriage), or a person living in your household.

**Premium Due Date**

The last day of each month.

**Prior Plan**

The Prior Plan refers to the plan of insurance providing similar benefits to you, sponsored by the Employer and in effect directly prior to the Policy Effective Date.

**Sickness**

The term Sickness means a physical or mental illness. It also includes pregnancy.
If you reside in one of the following states, please read the important changes below. The provisions of your certificate are modified for residents of the following states. The modifications listed apply only to residents of that state, and only when the underlying provision is included in the certificate.

**Louisiana residents:**
The percentage of Covered Earnings, if any, that qualifies an insured to meet the definition of Disability/Disabled may not be less than 80%.

**Massachusetts residents:**
*Continuation of Insurance after leaving the group*
If you leave the group covered under the Policy, insurance for you will be continued until the earliest of the following dates:
1. 31 days from the date you leave the group;
2. The date you become eligible for similar benefits.

*Continuation of Insurance due to a Plant Closing or Partial Closing*
If you leave the group due to termination of employment resulting from a Plant Closing or Partial Closing, insurance for you will be continued until the earliest of the following dates:
1. 90 days from the date of the Plant Closing or Partial Closing;
2. The date you become eligible for similar benefits.

**Definitions:** For purposes of this provision:

**Plant Closing** means a permanent cessation or reduction of business at a facility which results or will result as determined by the director in the permanent separation of at least 90% of the employees of said facility within a period of six months prior to the date of certification or with such other period as the director shall prescribe, provided that such period shall fall within the six month period prior to the date of certification.

**Partial Closing** means a permanent cessation of a major discrete portion of the business conducted at a facility which results in the termination of a significant number of the employees of said facility and which affects workers and communities in a manner similar to that of Plant Closings.

**Texas residents:**
Any provision offsetting or otherwise reducing any benefit by an amount payable under an individual or franchise policy will not apply.
UNDERWRITTEN BY:
LIFE INSURANCE COMPANY OF NORTH AMERICA
a Cigna company

Class 1
08/2014