

Insurance **PROTECTION** for the Healers of Tomorrow

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Touro College of Pharmacy  
755342-A LTD  
Pharmacy Students

**AMA** INSURANCE

AMA Insurance Agency, Inc.  
A subsidiary of the American Medical Association  
300 N. Wabash Ave., Suite 39300  
Chicago, IL 60611-5885

# STANDARD INSURANCE COMPANY

A Stock Life Insurance Company  
900 SW Fifth Avenue  
Portland, Oregon 97204-1282  
(503) 321-7000

## CERTIFICATE

### GROUP LONG TERM DISABILITY INSURANCE

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<b>Policyholder:</b>	U.S. Bank Trust National Association, Trustee of the American Medical Association Group Insurance Trust
<b>Group Policy Number:</b>	644180-A
<b>Group Policy Effective Date:</b>	February 1, 2006
<b>Group Sponsor:</b>	Touro College of Pharmacy
<b>Group Sponsor Effective Date:</b>	August 1, 2017
<b>Group Sponsor Number:</b>	755342-A

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The Group Policy has been issued to the Policyholder. The Group Sponsor has joined the American Medical Association Group Insurance Trust and been approved for group long term disability insurance coverage under the Group Policy. The Group Policy contains numerous optional and variable provisions. The Group Sponsor selects the options and variables it requests be approved for its Members. The options and variables we have approved for the Group Sponsor's coverage under the Group Policy are contained in the Statement Of Coverage we provided to the Group Sponsor. Only those provisions of the Group Policy which appear in the Statement Of Coverage will apply to the Group Sponsor's coverage under the Group Policy.

We certify that you will be insured according to the terms of your Group Sponsor's coverage under the Group Policy. If the terms of this Certificate differ from the terms of your Group Sponsor's coverage under the Group Policy, the latter will govern. If your insurance is changed by an amendment to your Group Sponsor's coverage under the Group Policy, we will provide the Group Sponsor with a revised Certificate or other notice to be given to you.

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate.

The terms "you" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

STANDARD INSURANCE COMPANY



Chairman, President and CEO

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## COVERAGE FEATURES

This section contains many of the features of your long term disability (LTD) insurance. Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

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### GENERAL POLICY INFORMATION

Group Policy Number:	644180-A
Policyholder:	U.S. Bank Trust National Association, Trustee of the American Medical Association Group Insurance Trust
Group Sponsor:	Touro College of Pharmacy
Group Sponsor Number:	755342-A
Group Policy Effective Date:	February 1, 2006
Group Sponsor Effective Date:	August 1, 2017
Policy Issued In:	Illinois

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Member means you are:

1. A pharmacy Student;
2. Actively Participating in the curriculum of your School; and
3. A citizen of or residing in the United States or Canada.

Member does not include full-time active-duty members of the armed forces of any country.

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### SCHEDULE OF INSURANCE

Eligibility Waiting Period:	You are eligible on one of the following dates:  If you are a Member on the Group Sponsor Effective Date, you are eligible on that date.  If you become a Member after the Group Sponsor Effective Date, you are eligible on the date you become a Member.
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Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance.

Group Sponsor Effective Date means the date the Group Sponsor's coverage under the Group Policy becomes effective.

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Own Occupation Period:	The first 60 months for which LTD Benefits are paid.
Any Gainful Occupation Period:	From the end of the Own Occupation Period to the end of the Maximum Benefit Period.

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LTD Benefit: \$1,500 reduced by any Work Earnings that exceed \$3,000

Minimum: \$100

Benefit Waiting Period: 90 days

Assisted Living Benefit: An additional 100% of your LTD Benefit. The Assisted Living Benefit is not reduced by Work Earnings.

Maximum Benefit Period: Determined by your age when Disability begins, as follows:

Age	Maximum Benefit Period
61 or younger .....	To age 65, or to SSNRA, or 3 years 6 months, whichever is longest
62 .....	To SSNRA, or 3 years 6 months, whichever is longer
63 .....	To SSNRA, or 3 years, whichever is longer
64 .....	To SSNRA, or 2 years 6 months, whichever is longer
65 .....	2 years
66 .....	1 year 9 months
67 .....	1 year 6 months
68 .....	1 year 3 months
69 or older.....	1 year

Social Security Normal Retirement Age (SSNRA) means your normal retirement age under the Federal Social Security Act, as amended.

### PREMIUM CONTRIBUTIONS

LTD Insurance is: Noncontributory. The Group Sponsor determines the amount, if any, of each Member's contribution toward the cost of insurance.

## INSURING CLAUSE

If you become Disabled while insured under the Group Policy, we will pay LTD Benefits according to the terms of the Group Sponsor's coverage under the Group Policy after we receive Proof Of Loss satisfactory to us.

TLT.IC

## BECOMING INSURED

To become insured you must be a Member, complete your Eligibility Waiting Period, and meet the requirements in **Active Participation Provisions** and **When Your Insurance Becomes Effective**.

You are a Member if you are:

1. A pharmacy Student;
2. Actively Participating in the curriculum of your School; and
3. A citizen of or residing in the United States or Canada.

Member does not include full-time active-duty members of the armed forces of any country.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. Your Eligibility Waiting Period is shown in the **Coverage Features**.

TLT.BI

## WHEN YOUR INSURANCE BECOMES EFFECTIVE

### A. When Insurance Becomes Effective

Subject to the **Active Participation Provisions**, your insurance becomes effective as follows:

#### 1. Insurance Subject To Evidence Of Insurability

Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

#### 2. Insurance Not Subject To Evidence Of Insurability

The **Coverage Features** states whether insurance is Contributory or Noncontributory.

##### a. Noncontributory Insurance

Noncontributory insurance not subject to Evidence Of Insurability becomes effective on the date you become eligible.

##### b. Contributory Insurance

You must apply in writing for Contributory insurance and agree to pay premiums. Contributory insurance not subject to Evidence of Insurability becomes effective on the first day of the calendar month coinciding with or next following:

- i. The date you become eligible if you apply on or before that date; or
- ii. The date you apply if you apply within 31 days after you become eligible.

Late application: Evidence of Insurability is required if you apply more than 31 days after you become eligible.

B. Takeover Provisions

1. If you were insured under the Prior Plan on the day before the effective date of your Group Sponsor's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Group Sponsor's coverage under the Group Policy.
2. You must submit satisfactory Evidence Of Insurability to become insured if you were eligible for insurance under the Prior Plan for more than 31 days but were not insured.

C. Evidence Of Insurability Requirement

Evidence Of Insurability satisfactory to us is required:

- a. For late application for Contributory insurance.
- b. For Members eligible for more than 31 days but not insured under the Prior Plan.
- c. For reinstatements if required.

Providing Evidence Of Insurability means that you must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about your health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about your insurability that we may reasonably require.

TLT.EF

### **ACTIVE PARTICIPATION PROVISIONS**

A. Active Participation Requirement

You must be capable of Active Participation on the day before the scheduled effective date of your insurance or your insurance will not become effective as scheduled. If you are incapable of Active Participation because of Physical Disease, Injury, Pregnancy or Mental Disorder on the day before the scheduled effective date of your insurance, your insurance will not become effective until the day after you complete one full day of Active Participation as an eligible Member.

Active Participation and Actively Participating mean participating full-time in the curriculum of the School in which you are enrolled. This includes attending classes and performing other duties as required to maintain your status as a Student in good standing.

B. Changes In Insurance

This Active Participation requirement also applies to any increase in your insurance.

TLT.AW

### **CONTINUITY OF COVERAGE**

A. Waiver of Active Participation Requirement

If you were insured under the Prior Plan on the day before the effective date of your Group Sponsor's coverage under the Group Policy, you can become insured on the effective date of your Group Sponsor's coverage without meeting the Active Participation Requirement. See **Active Participation Provisions**.

The LTD Benefit payable for a period of continuous Disability beginning before you meet the Active Participation Requirement will be:

1. The monthly benefit which would have been payable under the terms of the Prior Plan if it had remained in force; reduced by



2. Any benefits payable under the Prior Plan.

There is no minimum LTD Benefit if there is a reduction by benefits payable under the Prior Plan.

#### B. Effect of Preexisting Conditions

If your Disability is subject to the Preexisting Condition Exclusion, LTD Benefits will be payable if:

1. You were insured under the Prior Plan on the day before the effective date of your Group Sponsor's coverage under the Group Policy;
2. You became insured under the Group Policy when your insurance under the Prior Plan ceased;
3. You were continuously insured under the Group Policy from the effective date of your insurance under the Group Policy through the date you became Disabled from the Preexisting Condition; and
4. Benefits would have been payable under the terms of the Prior Plan if it had remained in force, taking into account the preexisting condition exclusion, if any, of the Prior Plan.

For such a Disability, the amount of your LTD Benefit will be the lesser of:

- a. The monthly benefit that would have been payable under the terms of the Prior Plan if it had remained in force; or
- b. The LTD Benefit payable under the terms of your Group Sponsor's coverage under the Group Policy, but without application of the Preexisting Condition exclusion.

Your LTD Benefit for such a Disability will become payable on the later of the following dates:

- a. The date benefits would have become payable under the terms of the Prior Plan if it had remained in force; or
- b. The end of the Benefit Waiting Period under the terms of your Group Sponsor's coverage under the Group Policy.

Your LTD Benefits for such a Disability will end on the earlier of the following dates:

- a. The date benefits would have ended under the terms of the Prior Plan if it had remained in force; or
- b. The date LTD Benefits end under the terms of your Group Sponsor's coverage under the Group Policy.

TLT.CC

### **WHEN YOUR INSURANCE ENDS**

Your insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium contribution was made for your insurance.
2. The date the Group Policy terminates.
3. The date the Group Sponsor's coverage under the Group Policy terminates.
4. The date you become insured under any other LTD insurance plan.
5. For first, second, and third year Students: The last day of the calendar month following the date you cease to be a Member.

For fourth year graduating Students: August 31 following the date you cease to be a Member.

However, your insurance will be continued during the following periods when you are absent from Active Participation, unless it ends under 1 through 4 above.

- a. For first, second, and third year Students: To remain eligible during a break between School sessions, you must be scheduled to return to School as a Student when the next session starts.
- b. During any other temporary leave of absence approved by your Group Sponsor in advance and in writing and scheduled to last 365 days or less. A period of Disability is not a leave of absence.
- c. During the Benefit Waiting Period.

TLT.ENX

### **WAIVER OF PREMIUM**

We will waive payment of premium for your insurance while LTD Benefits are payable.

TLT.WP

### **REINSTATEMENT OF INSURANCE**

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

1. If you cease to be a Member because of a covered Disability, your insurance will end; however, if you become a Member again immediately after LTD Benefits end, the Eligibility Waiting Period will be waived and the Preexisting Condition exclusion will be applied as if your insurance had remained in effect during that period of Disability.
2. If your insurance ends because you cease to be a Member for any reason other than a covered Disability, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
3. If your insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
4. If your insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.
5. The Preexisting Conditions exclusion will be applied as if insurance had remained in effect in the following instances:
  - a. If you become insured again within 90 days.
  - b. If required by federal or state-mandated family or medical leave act or law and you become insured again immediately following the period allowed under the family or medical leave act or law.
6. In no event will insurance be retroactive.

TLT.RE

### **DEFINITION OF DISABILITY**

You are Disabled if you meet one of the following definitions during the period they apply:

- A. Own Occupation Definition Of Disability.
- B. Any Gainful Occupation Definition Of Disability.
- C. HIV Seropositive Definition of Disability.
- D. Permanent and Total Definition Of Disability.

E. Hepatitis B And Hepatitis C Definition of Disability.

A. Own Occupation Definition Of Disability

During the Benefit Waiting Period and the Own Occupation Period you are required to be Disabled only from your Own Occupation.

You are Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder you are unable to Actively Participate in School.

Own Occupation means being a Student.

During the Own Occupation Period you may work in another occupation while you meet the Own Occupation Definition of Disability. Your Work Earnings may be used to reduce your LTD Benefit. See **Coverage Features**.

B. Any Gainful Occupation Definition Of Disability

During the Any Gainful Occupation Period you are required to be Disabled from all occupations.

You are Disabled from all occupations if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you:

1. Are unable to Actively Participate in School; and
2. Are unable to perform with reasonable continuity the Material Duties of Any Gainful Occupation.

Any Gainful Occupation means any occupation or employment which you are able to perform, whether due to education, training, or experience, and in which you can be expected to earn at least \$3,000 per month within twelve months following your return to work, regardless of whether you are working in that or any other occupation.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

C. HIV Seropositive Definition Of Disability

You will also be considered Disabled if:

1. You are first diagnosed as HIV Seropositive while insured under the Group Policy;
2. Due to being HIV Seropositive you are no longer attending School;
3. You are not attending any school and are not pursuing any course of education or training as a health care professional; and
4. You are not engaged in an occupation of health care professional.

HIV Seropositive means having antibodies which are sufficient to diagnose seropositivity to HIV using the criteria of the Centers for Disease Control.

D. Permanent and Total Definition Of Disability

You are Permanently and Totally Disabled if as a result of Physical Disease, Injury, Pregnancy or Mental Disorder:

1. You are unable to Actively Participate in School;
2. You are unable to perform with reasonable continuity the Material Duties of Any Gainful Occupation; and

3. Your condition has caused you to meet the requirements shown in items 1 and 2 above for 12 consecutive months and is reasonably certain to continue without interruption for the rest of your lifetime.

You will also be considered Permanently and Totally Disabled if you are first diagnosed with AIDS while insured under the Group Policy and your condition is reasonably certain to continue without interruption for the rest of your lifetime.

E. Hepatitis B And Hepatitis C Definition Of Disability.

You will also be considered Disabled if:

- a. You are first diagnosed with the Hepatitis B Virus or Hepatitis C Virus while insured under the Group Policy;
- b. Due to having contracted the Hepatitis B Virus or Hepatitis C Virus you are no longer attending School;
- c. You are not attending any school and are not pursuing any course of education or training as a health care professional; and
- d. You are not engaged in an occupation of health care professional.

Diagnosis of the Hepatitis B Virus or Hepatitis C Virus means having antibodies which are sufficient to diagnose seropositivity to the Hepatitis B Virus or Hepatitis C Virus using the criteria of the Centers for Disease Control.

Hepatitis B And Hepatitis C Definition Of Disability Exclusions:

You are not covered for a Disability caused by any of the exclusions listed in the section entitled **Disabilities Excluded From Coverage**. You are not covered for a Disability caused by the Hepatitis B Virus or Hepatitis C Virus if:

- a. You are diagnosed with the Hepatitis B Virus or Hepatitis C Virus at any time before your insurance under the Group Policy or an Insurance Increase has been continuously in effect for 12 months; or
- b. You are eligible to receive LTD Benefits for any other Disability.

Insurance Increase means any of the following:

- a. An elective increase in the amount of your LTD Benefit or the length of your Maximum Benefit Period.
- b. An elective decrease in the length of your Benefit Waiting Period.
- c. The addition of or an increase in any other benefit.

Your Own Occupation Period and Any Gainful Occupation Period are shown in the Error! Bookmark not defined.**Coverage Features**.

TLT.DD

### **REASONABLE ACCOMMODATION EXPENSE BENEFIT**

If you return to work in any occupation for any employer, not including self-employment, as a result of a reasonable accommodation made by such employer, we will pay that employer a Reasonable Accommodation Expense Benefit of up to \$25,000, but not to exceed the expenses incurred.

The Reasonable Accommodation Expense Benefit is payable only if the reasonable accommodation is approved by us in writing prior to its implementation.

TLT.RA

## REHABILITATION PLAN PROVISION

While you are Disabled you may qualify to participate in a Rehabilitation Plan. Rehabilitation Plan means a written plan, program or course of medical treatment or vocational training or education that is intended to prepare you to work.

To participate in a Rehabilitation Plan you must apply on our forms or in a letter to us. The terms, conditions and objectives of the plan must be accepted by you and approved by us in advance. We have the sole discretion to approve your Rehabilitation Plan.

While you are participating in an approved Rehabilitation Plan, your LTD Benefit will be increased by 10%. Your LTD Benefit may exceed the maximum LTD Benefit as shown in the **Coverage Features** as a result of this increase.

An approved Rehabilitation Plan may include our payment of some or all of the expenses you incur in connection with the plan, including:

- A. Training and education expenses.
- B. Family care expenses.
- C. Job-related expenses.
- D. Job search expenses.

TLT.RH

## TEMPORARY RECOVERY

You may Temporarily Recover from your Disability and then become Disabled again from the same cause or causes without having to serve a new Benefit Waiting Period. Temporary Recovery means you cease to be Disabled for no longer than the applicable Allowable Period. See **Definition Of Disability**.

- A. Allowable Periods
  - 1. During the Benefit Waiting Period: a total of 90 days of recovery.
  - 2. During the Maximum Benefit Period: 180 days for each period of recovery.

- B. Effect Of Temporary Recovery

If your Temporary Recovery does not exceed the Allowable Periods, the following will apply:

- 1. The period of Temporary Recovery will not count toward your Benefit Waiting Period, your Maximum Benefit Period, or your Own Occupation Period.
- 2. No LTD Benefits will be payable for the period of Temporary Recovery.
- 3. No LTD Benefits will be payable after benefits become payable to you under any other disability insurance plan under which you become insured during the period of Temporary Recovery.
- 4. Except as stated above, the provisions of the Group Sponsor's coverage under the Group Policy will be applied as if there had been no interruption of your Disability.

TLT.TR

## WHEN LTD BENEFITS END

Your LTD Benefits end automatically on the earliest of:

- 1. The date you are no longer Disabled. However, if you cease to be Disabled, we will continue LTD Benefits until you are eligible to re-enroll in the curriculum at your School.
- 2. The date your Maximum Benefit Period ends.

3. The date you die.
4. The date benefits become payable to you under any other LTD plan under which you become insured through employment during a period of Temporary Recovery.
5. The date you fail to provide proof of continued Disability and entitlement to LTD Benefits.

TLT.BE

### **LOAN PAYOFF BENEFIT**

#### **A. Loan Payoff Benefit Requirements**

After we receive satisfactory Proof Of Loss, and documentation that you are Permanently and Totally Disabled and LTD Benefits are payable to you, we will pay a Loan Payoff Benefit to repay part or all of the Eligible Loans that you have incurred for your college and/or School education.

Eligible Loans mean any loan incurred by you that:

1. Was made to cover expenses for college and/or School tuition, living expenses, fees, textbooks, and/or equipment required for your education;
2. Was made to you by a Financial Lending Institution;
3. Was made prior to the date on which you became Disabled;
4. Was made prior to the date on which you graduated or were scheduled to graduate from School; and
5. You are legally required to repay.

Financial Lending Institution means an organization or corporation (not a natural person) duly chartered and licensed by the state or federal government and regularly engaged in the lending of funds.

#### **B. Loan Payoff Benefit Amount**

The maximum Loan Payoff Benefit amount that we will pay for all your Eligible Loans is limited to \$225,000. This amount includes principal and interest.

#### **C. Payment of the Loan Payoff Benefit**

After we determine that you are eligible to receive a Loan Payoff Benefit, the Loan Payoff Benefit will be paid to the Financial Lending Institutions that issued the loans or their successors. We have the right to repay your Eligible Loans in a lump sum or in installments. We may repay your Eligible Loans under the same arrangements for repayment that you have made or under any other arrangements agreed upon between the Financial Lending Institution and us.

#### **D. When The Loan Payoff Benefit Ends**

If you recover from Permanent and Total Disability or fail to provide any required Proof Of Loss, our obligation to repay your Eligible Loans will cease and Loan Payoff Benefits will no longer be paid.

LT.LN

### **LUMP SUM BENEFIT**

We will pay a Lump Sum Benefit to you if you are Permanently and Totally Disabled and LTD Benefits are payable to you. The Lump Sum Benefit is equal to \$5,000 and will be paid not more than once in your entire lifetime.

LT.LS

## **COST OF LIVING ADJUSTMENT BENEFIT**

### A. Eligibility

You are eligible for a COLA Benefit 12 months after the date LTD Benefits become payable.

### B. COLA Benefit Rules

1. The Minimum LTD Benefit is not adjusted by the COLA Factor.
2. LTD Benefits becoming payable after you are eligible for a COLA Benefit are increased by the COLA Factor in effect for the current year.
3. A new COLA Factor is determined each year on the same month you first become eligible for a COLA Benefit.
4. Your first COLA Factor is equal to 1.00 plus 4.5%.
5. Each following COLA Factor is equal to 1.00 plus 4.5% times the previous COLA Factor.
6. The amount payable after adjustment by the COLA Factor will not exceed \$2,000.

## **ADDITIONAL BENEFITS FOR THE SEVERELY DISABLED**

### A. Assisted Living Benefit

If you meet the requirements in 1. through 3. below, we will pay Assisted Living Benefits according to the terms of your Group Sponsor's coverage under the Group Policy after we receive Proof Of Loss satisfactory to us.

Requirements for Assisted Living Benefit

1. You are Disabled and LTD Benefits are payable to you.
2. While you are Disabled:
  - a. You, due to loss of functional capacity as a result of Physical Disease or Injury, become unable to safely and completely perform two or more Activities Of Daily Living without Hands-on Assistance or Standby Assistance; or
  - b. You require Substantial Supervision for your health or safety due to Severe Cognitive Impairment as a result of Physical Disease or Injury.
3. The condition in 2.a. or 2.b. above is expected to last 90 days or more as certified by a Physician in the appropriate specialty as determined by us.

### B. Amount Of The Assisted Living Benefit

See the **Coverage Features** for the amount of the Assisted Living Benefit.

### C. Becoming Insured For Assisted Living Benefits

You are eligible for Assisted Living Benefit coverage if you are insured for LTD insurance. Subject to the **Active Participation Provisions**, your Assisted Living Benefit coverage becomes effective on the date your LTD insurance becomes effective.

### D. Payment Of Assisted Living Benefits

We will pay Assisted Living Benefits within 60 days after Proof Of Loss is satisfied. Your Assisted Living Benefits will be paid to you at the same time LTD Benefits are payable.

#### E. When Assisted Living Benefits End

Assisted Living Benefits end automatically on the earliest of:

1. The date you no longer meet the requirements in item A. above.
2. The date your LTD Benefits end.

#### F. When Assisted Living Benefits Coverage Ends

Assisted Living Benefit coverage ends automatically on the earliest of:

1. The date your LTD insurance ends.
2. The date Assisted Living Benefit coverage terminates under the Group Policy or your Group Sponsor's coverage under the Group Policy.

#### G. Assisted Living Benefits After Insurance Ends Or Is Changed

Your right to receive Assisted Living Benefits will not be affected by the occurrence of the events described in 1. or 2. below that become effective after you become Disabled.

1. Termination or amendment of the Group Policy or your Group Sponsor's coverage under the Group Policy.
2. Termination of Assisted Living Benefit coverage while the Group Policy or your Group Sponsor's coverage under the Group Policy remains in force.

#### H. Time Limits On Filing Proof Of Loss

Proof Of Loss for the Assisted Living Benefit must be provided within 90 days after the date the inability to perform Activities Of Daily Living or the Severe Cognitive Impairment begins. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the claimant lacks legal capacity.

#### I. Assisted Living Benefit Exclusions and Limitations

No Assisted Living Benefit will be paid for any period when the claimant is confined for any reason in a penal or correctional institution.

No Assisted Living Benefit will be paid if the inability to perform Activities Of Daily Living or the Severe Cognitive Impairment is caused by:

1. War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
2. Any intentionally self-inflicted Injury, while sane or insane.
3. Use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.
4. A Preexisting Condition

a. Definition: For purposes of the Assisted Living Benefit, Preexisting Condition means a mental or physical condition for which you have done any of the following:

- i. consulted a physician or other licensed medical professional,
- ii. received medical treatment or services or advice,
- iii. undergone diagnostic procedures, including self-administered procedures, or
- iv. taken prescribed drugs or medication

during the 90 days just before your Assisted Living Benefit coverage is effective.



b. Period Of Exclusion:

This exclusion will not apply after the Assisted Living Benefit coverage has been continuously in effect for a period of 12 months, if after that period you have been Actively At Work for at least one full day.

5. A Mental Disorder.
6. Committing or attempt to commit an assault or felony, or active participation in a violent disorder or riot. (Active participation does not include being at the scene of a violent disorder or riot while performing official duties.)

J. Definitions

1. Activities Of Daily Living means Bathing, Contenance, Dressing, Eating, Toileting, or Transferring.
2. Bathing means washing oneself, whether in the tub or shower or by sponge bath, with or without the help of adaptive devices.
3. Contenance means voluntarily controlling bowel and bladder function, or, if incontinent, maintaining a reasonable level of personal hygiene.
4. Dressing means putting on and removing all items of clothing, footwear, and medically necessary braces and artificial limbs.
5. Eating means getting food and fluid into the body, whether manually, intravenously, or by feeding tube.
6. Toileting means getting to and from and on and off the toilet, and performing related personal hygiene.
7. Transferring means moving into or out of a bed, chair or wheelchair, with or without adaptive devices.
8. Hands-on Assistance means the physical assistance of another person without which the insured would be unable to perform the Activity Of Daily Living.
9. Standby Assistance means the presence of another person within arm's reach of the insured that is necessary to prevent, by physical intervention, injury to the insured while the insured is performing the Activity Of Daily Living (such as being ready to catch the insured if the insured falls while getting into or out of the bathtub or shower as part of Bathing, or being ready to remove food from the insured's throat if the insured chokes while Eating).
10. Severe Cognitive Impairment means a loss or deterioration in intellectual capacity that is (a) comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia, and (b) is measured by clinical evidence and standardized tests approved by us that reliably measure impairment in (i) short-term or long-term memory, (ii) orientation as to people, places, or time, and (iii) deductive or abstract reasoning. Severe Cognitive Impairment does not include loss or deterioration as a result of a Mental Disorder.
11. Substantial Supervision means continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect you from threats to your health or safety (such as may result from wandering).

LT.AB

### **SURVIVORS BENEFIT**

If you die while LTD Benefits are payable, and on the date you die you have been continuously Disabled for at least 180 days, we will pay a Survivors Benefit according to 1. through 4. below.

1. The Survivors Benefit is a lump sum equal to 5 times your last LTD Benefit.
2. The Survivors Benefit will first be applied to reduce any overpayment of your claim.

3. The Survivors Benefit will be paid at our option to any one or more of the following:
  - a. Your surviving Spouse;
  - b. Your surviving unmarried children, including adopted children, under age 27;
  - c. Your surviving Spouse's unmarried children, including adopted children, under age 27; or
  - d. Any person providing the care and support of any person listed in a., b., or c. above.
4. No Survivors Benefit will be paid if you are not survived by any person listed in a., b., or c. above.

TLT.SB

## **CONTINUATION OF INSURANCE AFTER GRADUATION**

Your AMA-sponsored Student group LTD insurance will end on August 31 following the date you graduate from School (see **When Your Insurance Ends**). However, if you enter a Residency after you graduate, you may be eligible to buy AMA-sponsored group LTD continuation insurance for Residents without Evidence Of Insurability if you meet the following requirements:

1. You provide satisfactory written proof you have been accepted into a Residency that is scheduled to start within 120 days after the date you graduate from School.
2. The institution conducting the Residency does not participate in the AMA-sponsored group long term disability plan for Residents.
3. You were continuously insured under your Group Sponsor's long term disability insurance plan for at least one year as of the date your Student LTD insurance ends.
4. You are not Disabled on the date your Student LTD insurance ends.
5. You are a citizen or resident of the United States or Canada.
6. You must apply in writing, and pay the first premium to us within 31 days after your Student LTD insurance ends.

If you meet these requirements, your Resident LTD continuation insurance will become effective on the date your Student LTD insurance ends.

If you do not start your Residency on the date scheduled, your Resident LTD continuation insurance will end on the date your Residency was scheduled to start.

The maximum Resident LTD continuation insurance benefit you may select is:

1. \$2,000 during the first two years of your Residency; and
2. \$2,500 during the third and all subsequent years of your Residency.

The maximum LTD continuation insurance benefit is reduced by deductible income.

The certificate we will issue to you when your Resident LTD continuation insurance becomes effective will contain other provisions which will also differ from your Student LTD insurance.

If you are Disabled on the date you graduate from School, and subsequently recover from your Disability within 5 years of the date of your graduation, you will be able to buy LTD continuation insurance for Residents as described above, provided you enter a Residency within 120 days after the date your Disability ends.

Residency means a program of graduate medical education or fellowship in a medical specialty. The program must be accredited by the American Council for Graduate Medical Education.

Resident means a person who is employed or scheduled to be employed within 120 days after graduation at an institution in a Residency.

## **BENEFITS AFTER INSURANCE ENDS OR IS CHANGED**

During each period of continuous Disability, we will pay LTD Benefits according to the terms of the Group Sponsor's coverage under the Group Policy in effect on the date you become Disabled. Your right to receive LTD Benefits will not be affected by:

1. Any amendment to the Group Policy or the Group Sponsor's coverage under the Group Policy that is effective after you become Disabled.
2. Termination of the Group Policy or the Group Sponsor's coverage under the Group Policy after you become Disabled.

TLT.BA

## **EFFECT OF NEW DISABILITY**

If a period of Disability is extended by a new cause while LTD Benefits are payable, LTD Benefits will continue while you remain Disabled. However, 1 and 2 apply.

1. LTD Benefits will not continue beyond the end of the original Maximum Benefit Period.
2. The **Disabilities Excluded From Coverage**, **Disabilities Subject To Limited Pay Periods**, and **Limitations** sections will apply to the new cause of Disability.

TLT.ND

## **DISABILITIES EXCLUDED FROM COVERAGE**

### A. War

You are not covered for a Disability caused by War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

### B. Intentionally Self-Inflicted Injury

You are not covered for a Disability caused by an intentionally self-inflicted Injury, while sane or insane.

### C. Preexisting Condition

#### 1. Definition

Preexisting Condition means a mental or physical condition whether or not diagnosed or misdiagnosed:

- a. For which you have done any of the following:
  - i. Consulted a physician or other licensed medical professional;
  - ii. Received medical treatment, services, or advice;
  - iii. Undergone diagnostic procedures, including self-administered procedures;
  - iv. Taken prescribed drugs or medications;
- b. Which, as a result of any medical examination, including routine examination, was discovered or suspected;

at any time during the 90-day period just before the effective date of your insurance under the Group Policy.

#### 2. Exclusion

You are not covered for a Disability caused by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless, on the date you become Disabled, you:

- a. Have been continuously insured under the Group Policy for 12 months; and
- b. Have been Actively Participating for at least one full day after the end of that 12 months.

D. Violent Or Criminal Conduct

You are not covered for a Disability caused by your committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.

TLT.EX

## **DISABILITIES SUBJECT TO LIMITED PAY PERIODS**

A. Mental Disorders and Substance Abuse

Payment of LTD Benefits is limited to 24 months for each period of continuous Disability caused by any one or more of the following, or medical or surgical treatment of one or more of the following:

- a. Mental Disorders; or
- b. Substance Abuse.

However, if you are confined in a Hospital solely because of a Mental Disorder at the end of the 24 months, this limitation will not apply while you are continuously confined.

Mental Disorder means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome, regardless of cause (including any biological or biochemical disorder or imbalance of the brain) or the presence of physical symptoms. Mental Disorder includes, but is not limited to, bipolar affective disorder, organic brain syndrome, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, anxiety and anxiety disorders.

Substance Abuse means use of any drug, including hallucinogens, or drug addiction.

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

B. Rules For Disabilities Subject To Limited Pay Periods

1. If you are Disabled as a result of a Mental Disorder or any Physical Disease or Injury for which payment of LTD Benefits is subject to a limited pay period, and at the same time are Disabled as a result of a Physical Disease, Injury or Pregnancy that is not subject to such limitation, LTD Benefits will be payable first for conditions that are subject to the limitation.
2. No LTD Benefits will be payable after the end of the limited pay period, unless on that date you continue to be Disabled as a result of a Physical Disease, Injury or Pregnancy for which payment of LTD Benefits is not limited.

TLT.LP

## **LIMITATIONS**

A. Care Of A Physician

You must be under the ongoing care of a Physician in the appropriate specialty as determined by us during the Benefit Waiting Period. No LTD Benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician in the appropriate specialty as determined by us.

B. Residing In A Foreign Country

Payment of LTD Benefits is limited to 12 months for each period of continuous Disability while you reside outside of the United States or Canada unless we agree in writing to continue paying benefits before you leave.

C. Imprisonment

No LTD Benefits will be paid for any period of Disability when you are confined for any reason in a penal or correctional institution.

TLT.LM

## **CLAIMS**

A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, you may submit your claim in a letter to us. The letter should include the date Disability began, and the cause and nature of the Disability.

B. Time Limits On Filing Proof Of Loss

You must give us Proof Of Loss within 90 days after the end of the Benefit Waiting Period. If you cannot do so, you must give it to us as soon as reasonably possible, but not later than one year after that 90-day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

C. Proof Of Loss

Proof Of Loss means written proof that you are Disabled and entitled to benefits under your Group Sponsor's coverage under the Group Policy. Proof Of Loss must be provided at your expense.

For claims of Disability due to conditions other than Mental Disorders, we may require proof of physical impairment that results from anatomical or physiological abnormalities which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques.

D. Documentation

Completed claims statements, a signed authorization for us to obtain information, and any other items we may reasonably require in support of a claim must be submitted at your expense. If the required documentation is not provided within 60 days after we mail our request, your claim may be denied.

E. Investigation Of Claim

We may investigate your claim at any time.

At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend benefits if you fail to attend an examination or cooperate with the examiner.

F. Time Of Payment

We will pay LTD Benefits within 60 days after you satisfy Proof Of Loss.

LTD Benefits will be paid to you at the end of each month you qualify for them. LTD Benefits remaining unpaid at your death will be paid to the person(s) receiving the Survivors Benefit. If no Survivors Benefit is paid, the unpaid LTD Benefits will be paid to your estate.

G. Overpayment Of Claim

We will notify you of the amount of any overpayment of your claim under any group disability insurance policy issued by us. You must immediately repay us. You will not receive any LTD Benefits until we have been repaid in full. In the meantime, any LTD Benefits paid, including the

Minimum LTD Benefit, will be applied to reduce the amount of the overpayment. We may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after we first mail you notice of the amount of the overpayment.

#### H. Notice Of Decision On Claim

We will evaluate your claim promptly after you file it. Within 45 days after we receive your claim we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for 30 days. Before the end of this extension period we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for an additional 30 days. If an extension is due to your failure to provide information necessary to decide the claim, the extended time period for deciding your claim will not begin until you provide the information or otherwise respond.

If we extend the period to decide your claim, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may decide your claim based on the information we have received.

If we deny any part of your claim, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. A description of any additional information needed to support your claim.
- d. Information concerning your right to a review of our decision.

#### I. Review Procedure

If all or part of a claim is denied, you may request a review. You must request a review in writing within 180 days after receiving notice of the denial.

You may send us written comments or other items to support your claim. You may review and receive copies of any non-privileged information that is relevant to your request for review. There will be no charge for such copies. You may request the names of medical or vocational experts who provided advice to us about your claim.

The person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgment, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgment and will not be subordinate to that person. Our review will include any written comments or other items you submit to support your claim.

We will review your claim promptly after we receive your request. Within 45 days after we receive your request for review we will send you: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days. If the extension is due to your failure to provide information necessary to decide the claim on review, the extended time period for review of your claim will not begin until you provide the information or otherwise respond.

If we extend the review period, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim on review; and (c) any additional information we need to decide your claim.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may conclude our review of your claim based on the information we have received.

If we deny any part of your claim on review, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. Information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.

J. Assignment

The rights and benefits under the Group Policy are not assignable.

TLT.CL

### **TIME LIMITS ON LEGAL ACTIONS**

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

TLT.TL

### **INCONTESTABILITY PROVISIONS**

A. Incontestability Of Insurance

Any statement made to obtain or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim or contest the validity of insurance unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

After insurance has been in effect for two years, during the lifetime of the insured, we will not use a misrepresentation to reduce or deny the claim, unless it was a fraudulent misrepresentation.

B. Incontestability Of The Group Policy

Any statement made by the Policyholder to obtain the Group Policy or made by a Group Sponsor to obtain coverage under the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or a Group Sponsor will be used to deny a claim, or to deny the validity of the Group Policy or coverage under the Group Policy unless:

1. The Group Policy would not have been issued or coverage under the Group Policy would not have been approved if we had known the truth; and
2. We have given the Policyholder or Group Sponsor a copy of a written instrument signed by the Policyholder or Group Sponsor which contains the misrepresentation.

The validity of the Group Policy or the Group Sponsor's coverage under the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations.

TLT.IN

## **CLERICAL ERROR, AGENCY AND MISSTATEMENT**

### **A. Clerical Error**

Clerical error by the Policyholder or the Group Sponsor, or their respective employees or representatives will not:

1. Cause a person to become insured.
2. Invalidate insurance otherwise validly in force.
3. Continue insurance otherwise validly terminated.
4. Cause a Group Sponsor to obtain coverage under the Group Policy.

### **B. Agency**

The Group Sponsor acts on their own behalf as your agent, and not as our agent. The Group Sponsor has no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

### **C. Misstatement Of Age**

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age; and
2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

TLT.CE

## **TERMINATION OR AMENDMENT OF THE GROUP POLICY AND GROUP SPONSOR COVERAGE**

The Group Policy may be terminated, changed or amended in whole or in part by us or the Policyholder according to the terms of the Group Policy. Any such change or amendment may apply to current or future Group Sponsors and Members covered under the Group Policy or to any separate classes or categories thereof. A Group Sponsor's coverage under the Group Policy may be terminated, changed or amended in whole or in part by us or the Group Sponsor according to the terms of the Group Policy.

We may change the Group Policy and any Group Sponsor's coverage under the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's or Group Sponsor's consent.

A Group Sponsor may terminate coverage under the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice. Insurance will terminate automatically for nonpayment of premium.



Your benefits are limited to the terms of the Group Sponsor's coverage under the Group Policy, including any valid amendment. No change or amendment to the Group Sponsor's coverage will be valid unless it is approved in writing by one of our executive officers and given to the Group Sponsor. The Policyholder and the Group Sponsor, and their respective employees or representatives have no right or authority to change or amend the Group Policy or the Group Sponsor's coverage under the Group Policy or to waive any terms or provisions thereof without our signed, written approval.

TLT.TA

## DEFINITIONS

Benefit Waiting Period means the period you must be continuously Disabled before LTD Benefits become payable. No LTD Benefits are payable for the Benefit Waiting Period. See **Coverage Features**.

Contributory means insurance is elective and Members pay all or part of the premium for insurance.

Group Policy means the group LTD insurance policy issued by us to the Policyholder and identified by the Group Policy Number. A Group Sponsor's coverage under the Group Policy is described in the Statement Of Coverage provided by us to the Group Sponsor.

Group Sponsor means a School participating in the American Medical Association Group Insurance Trust for which coverage under the Group Policy is approved in writing by us. See **Coverage Features**.

Injury means an injury to the body.

LTD Benefit means the monthly benefit payable to you under the terms of the Group Sponsor's coverage under the Group Policy.

Maximum Benefit Period means the longest period for which LTD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Benefit Waiting Period. No LTD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See **Coverage Features**.

Noncontributory means (a) insurance is nonelective and the Group Sponsor pays the entire premium for insurance; or (b) the Group Sponsor requires all eligible Members to have insurance and to pay all or part of the premium for insurance.

Physical Disease means a physical disease entity or process that produces structural or functional changes in the body as diagnosed by a Physician.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your Spouse, or the brother, sister, parent or child of either you or your Spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Group Sponsor's group long term disability insurance plan in effect on the day before the effective date of your Group Sponsor's coverage under the Group Policy and which is replaced by your Group Sponsor's coverage under the Group Policy.

School means a college or university which offers a curriculum in the health sciences, such as physician assistant, physical therapy, pharmacy, etc., and is participating in the American Medical Association Group Insurance Trust for which coverage under the Group Policy is approved in writing by us.

Spouse means:

1. A person to whom you are legally married and from whom you are not legally separated;
2. Your civil union partner, as defined by applicable law; or

3. Your Domestic Partner. Domestic Partner means an individual with whom you have completed an affidavit of declaration of domestic partnership, submitted that affidavit to the Policyholder or the administrator of its insurance plan, and filed that affidavit for public record if required by law.

Statement Of Coverage means the statement we provide to a Group Sponsor describing the coverage under the Group Policy we have approved with respect to its Members and identified by the Group Number.

Student means a person who is enrolled full-time at and studying the curriculum of a School.

Work Earnings means your gross monthly earnings from work you perform while Disabled. Work Earnings includes earnings from any employer or self-employment, and any sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working. Earnings from work you perform will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than monthly, we will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, we will use a reasonable one.

In determining your Work Earnings we:

1. Will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis.
2. Will not be limited to the taxable income you report to the Internal Revenue Service.
3. May ignore expenses under section 179 of the IRC as a deduction from your gross earnings.
4. May ignore depreciation as a deduction from your gross earnings.
5. May adjust the financial information you give us in order to clearly reflect your Work Earnings.

If we determine that your earnings vary substantially from month to month, we may determine your Work Earnings by averaging your earnings over the most recent three-month period.

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