

H52238

07/27/2009



**GROUP BOOKLET-CERTIFICATE FOR MEMBERS OF**

# **MONTEFIORE MEDICAL CENTER**

**ACTIVE MIDDLE MANAGEMENT, PHYSICAL THERAPISTS,  
CLERICAL EMPLOYEES, SECURITY STAFF OR HOUSE STAFF  
EMPLOYEES**

**Group Long Term Disability Insurance**

**Print Date: 08/20/2009**

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Summary Plan Description for Purposes of Employee Retirement Income Security Act (ERISA):

This booklet-certificate (including any supplement) may be utilized in part in meeting the Summary Plan Description requirements under ERISA for insured employees (or those listed on the front cover) of the Policyholder who are eligible for Group Long Term Disability insurance.

A separate booklet-certificate will be issued if necessary to cover one or more separate classes of the Policyholder who are eligible for Group coverage. For further information contact your plan administrator.

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Your insurance has been designed to provide financial help for you when a covered loss occurs. This plan has chosen benefits provided by a Group Policy issued by Us, Principal Life Insurance Company. To the extent that benefits are provided by the Group Policy, the administration and payment of claims will be done by Us as an insurer.

Members rights and benefits are determined by the provisions of the Group Policy. This booklet briefly describes those rights and benefits. It outlines what you must do to be insured. It explains how to file claims. It is your certificate while you are insured.

THIS BOOKLET REPLACES ANY PRIOR BOOKLET THAT YOU MAY HAVE RECEIVED. If you have any questions about this new booklet, please contact your employer. In the event of future plan changes, you will be provided with a new booklet-certificate or a booklet-certificate rider.

If you have an electronic booklet, paper copies of this booklet-certificate are also available. Please contact your Policyholder if you would like to request a paper copy.

PLEASE READ YOUR BOOKLET CAREFULLY. We suggest that you start with a review of the terms listed in the DEFINITIONS Section (at the back of the booklet). The meanings of these terms will help you understand the insurance.

The group insurance policy and your coverage under the Group Policy may be discontinued or altered by the Policyholder or Us at any time without your consent.

The insurance provided in this booklet is subject to the laws of the state of NEW YORK.

PRINCIPAL LIFE  
INSURANCE COMPANY  
Des Moines, IA 50392-0001

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## LONG TERM DISABILITY INSURANCE SUMMARY

Minimum Hours Requirement	Employees must be working at least 50% of a full-time schedule	
Who Pays for Coverage	You are required to pay the entire premium for insurance under the Group Policy.	
Elimination Period	180 days	
Own Occupation Period	two years	
Primary Monthly Benefit	60% of your Predisability Earnings.	
Maximum Monthly Benefit - Core Plan	\$3,000	
Maximum Monthly Benefit - Buy Up Plan	\$5,000	
Minimum Monthly Benefit	\$50	
Maximum Benefit Payment Period	Member's Age on The Date Disability <u>Begins</u> Before age 60	Months of the Benefit Payment <u>Period</u> to age 65 but not less than 5 years
	60	60 months
	61	48 months
	62	42 months
	63	36 months
	64	30 months
	65	24 months
	66	21 months
	67	18 months
	68	15 months
	69 and over	12 months
Rehabilitation Services and Benefits		
Rehabilitation Services	Included	
Predisability Intervention Services	Included	
Reasonable Accommodation Benefit	\$2,000	
Other Coverage Features		
Work Incentive Benefit	12 months	
Survivor Benefit	12 times 66.6667% of your monthly income benefit last paid.	
Retirement Plan Supplement	the lesser of: (a) 5% of your covered Monthly Earnings; or (b) your Predisability Earnings contribution to Policyholder's 403(b) plan	
<b>NOTE:</b>		
No premiums are required during a Long Term Disability Benefit Payment Period.		
Benefits may be reduced by other sources of income and disability earnings.		
Some disabilities may not be covered or may be limited under this insurance.		

This summary provides only highlights of the Group Policy. The entire Group Policy determines all rights, benefits, exclusions and limitations of the insurance described above.



**HOW TO BE INSURED  
LONG TERM DISABILITY INSURANCE**

**Eligibility and Individual Incontestability**

**Eligibility**

You will be eligible for insurance on the later of:

- a. January 1, 2008; or
- b. the first of the Insurance Month coinciding with or next following the date you become a Member as described in this booklet.

Temporary employees will be eligible for Insurance on the later of:

- a. January 1, 2008; or
- b. the first of the Insurance Month coinciding with or next following the date you complete three months of Active Work.

A person who was previously employed by the Policyholder and rehired within 12 months will be covered on their date of eligibility for the same benefit plan for which they were covered at the time their previous employment with the Policyholder ended. This benefit plan can only be changed during the Annual Enrollment Period.

**Member**

Any ACTIVE MIDDLE MANAGEMENT, PHYSICAL THERAPIST, CLERICAL EMPLOYEE, SECURITY STAFF OR HOUSE STAFF EMPLOYEE, residing in the United States, who is a U.S. citizen or is legally working in the United States, who is a full-time employee of the Policyholder, and who regularly works at least 50% of a full-time schedule. Work must be at the Policyholder's usual place or places of business, at an alternative worksite at the direction of the Policyholder, or at another place to which the employee must travel to perform his or her regular duties. This excludes any person who is scheduled to work for the Policyholder on a seasonal or contracted basis. A person is considered to be residing in the United States if his or her main home or permanent address is in the United States or if the person is in the United States for six months or more during any 12-month period.

**Individual Incontestability**

All statements made by any person insured will be representations and not warranties. These statements may not be used to contest the insured person's coverage unless:

- a. the insurance has been in force for less than two years during the insured person's lifetime; and
- b. the statement is in Written form Signed by the insured person; and
- c. a copy of the form which contains the statement is given to the insured person or the insured person's beneficiary.

If a person's age is misstated, We may, at any time, adjust premiums and benefits to reflect the correct age.

We may, at any time, terminate a Member's eligibility under the Group Policy in Writing and with 31 day notice:

- a. if the individual submits any claim that contains false or fraudulent elements under state or federal law;
- b. upon finding in a civil or criminal case that a Member has submitted claims that contain false or fraudulent elements under state or federal law;
- c. when a Member has submitted a claim which, in good faith judgment and investigation, a Member knew or should have known, contains false or fraudulent elements under state or federal law.

## **HOW TO BE INSURED LONG TERM DISABILITY INSURANCE**

### **Effective Dates**

#### **Actively at Work**

Your effective date for Long Term Disability Insurance will be as explained in this booklet, if you are Actively at Work on that date. If you are not Actively at Work on the date insurance would otherwise be effective, such insurance will not be in force until the day of return to Active Work.

#### **Effective Date for Contributory Insurance**

If you are to contribute a part of premium, insurance must be requested in a form provided by Us. The requested insurance will be in force on:

- a. the date you are eligible, if the request is made on or before that date; or
- b. the date of your request, if the request is made after the date you are eligible.

#### **Effective Date for Benefit Changes Due to a Change in Monthly Earnings**

A change in Benefit Payable amount because of a change in your Monthly Earnings will normally be effective on the date of change. However, if you are not Actively at Work on the date a Benefit Payable change would otherwise be effective, the Benefit Payable change will not be in force until the date you return to Active Work.

#### **Effective Date for Benefit Changes Due to a Change in Insurance Class**

A change in Benefit Payable amount because of a change in your insurance class will normally be effective on the date of change. However, if you are not Actively at Work on the date a Benefit Payable change would otherwise be effective, the Benefit Payable change will not be in force until the date you return to Active Work.

#### **Effective Date for Benefit Changes - Change by Policy Amendment or Endorsement**

A change in amount of your Benefit Payable because of a change in the Benefit Payable by amendment or endorsement to the Group Policy will be effective on the date of change. However, if you are not Actively at Work on the date a Benefit Payable change would otherwise be effective, the Benefit Payable change will not be in force until the date you return to Active Work.

#### **Open Enrollment Period**

An Open Enrollment Period will be available for any Member every year who:

- (1) failed to enroll:
  - during the first period in which he or she was eligible to enroll; or
  - during any previous Open Enrollment Period; or
- (2) is currently enrolled for coverage and wants to change his or her coverage as follows:
  - increase coverage from the Core Plan to Buy Up Plan; or
  - decrease coverage from the Buy Up Plan to Core Plan; or
- (3) previously terminated insurance under this group policy and wants to re-enroll.

To qualify for enrollment during the Open Enrollment period, you must meet the eligibility requirements described in the Group Policy.

The Open Enrollment Period is the period of time requested by the Policyholder and accepted by Us.

The effective date for any such individual requesting insurance during the Open Enrollment Period will be the January 1 that next follows the date of completion of the Open Enrollment Period.

**HOW TO BE INSURED  
LONG TERM DISABILITY INSURANCE**

**Termination, Continuation, and Reinstatement**

**Termination of Insurance**

Your insurance will terminate on the earliest of:

- a. the date the Group Policy is terminated; or
- b. the date the last premium is paid for your insurance; or
- c. for contributory insurance, any date desired, if requested by you before that date; or
- d. the date you cease to be a Member as defined; or
- e. the date you cease to be in a class for which Member Insurance is provided; or
- f. the date you cease Active Work except as provided below.

Termination of insurance for any reason described above will not affect your rights to benefits, if any, for a Disability that begins while your insurance is in force under the Group Policy. You are considered to be continuously Disabled if you are Disabled from one condition and, while still Disabled from that condition, incur another condition that causes Disability.

**Continuation**

You may qualify to have your insurance continued under one or more of the continuation provisions below. If you qualify for continuation under more than one provision, the longest period of continuation will be applied, and all periods of continuation will run concurrently.

**Continuation and Reinstatement - Sickness, Injury, or Pregnancy**

If you cease Active Work due to sickness, injury, or pregnancy, your insurance can be continued subject to payment of premium, until the earliest of:

- a. the date insurance would otherwise terminate as provided in items a. through e. above; or
- b. the end of the Insurance Month in which you recover; or
- c. the date 180 days after Active Work ends.

If a Benefit Payment Period is established, your insurance will be reinstated if you return to Active Work for the Policyholder within six months of the date the Benefit Payment Period ends. Your reinstated insurance will be in force on the date of return to Active Work.

If you do not qualify to have a Benefit Payment Period begin, insurance will be reinstated if you return to Active Work for the Policyholder within six months of the date insurance ceased. Your reinstated insurance will be in force on the date of return to Active Work.

### **Continuation for Temporary Leave of Absence, Medical Leave of Absence, Military Leave of Absence, Layoff**

If you cease Active Work due to a Policyholder approved unpaid leave of absence, medical leave of absence, military leave of absence, layoff or family medical leave, your insurance will continue if the required premium is paid.

In these circumstances, your insurance may continue as follows:

- a. for a Policyholder approved unpaid personal or educational leave of absence, through the end of the month following the date the leave begins.
- b. for a Policyholder approved unpaid medical (non-maternity) leave of absence, to the end of the month following six months from the date the leave begins.
- c. for a Policyholder approved maternity leave, to the end of the month following four months from the date the leave begins.
- d. for a Policyholder approved unpaid military leave of absence, to the end of the month following six months from the date the leave begins.
- e. for layoff, up to one month.

Your insurance will be reinstated if you return to Active Work for the Policyholder within six months of the date insurance ceased. Your reinstated insurance will be in force on the date of return to Active Work.

A longer reinstatement period may be allowed for an approved leave of absence taken in accordance with the provisions of the federal law regarding Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA).

### **Continuation and Reinstatement - Family and Medical Leave Act (FMLA)**

If you cease Active Work due to an approved leave of absence under FMLA, the Policyholder may choose to continue your insurance, subject to premium payment, until the date 12 weeks after the end of the Insurance Month in which Active Work ends.

Your terminated insurance may be reinstated in accordance with the provisions of FMLA.

## DESCRIPTION OF BENEFITS

### Benefit Qualification

You will qualify for Disability benefits, if all of the following apply:

- a. You are Disabled under the terms of the Group Policy.
- b. Your Disability begins while you are insured under the Group Policy.
- c. Your Disability is not subject to any of the Limitations listed in this booklet.
- d. An Elimination Period of 180 days is completed.
- e. A Benefit Payment Period is established.
- f. You are under the Regular and Appropriate Care of a Physician.
- g. The claim requirements listed in the CLAIM PROCEDURES Section are satisfied.

A Benefit Payment Period will be established on the latest of:

- a. the date you complete an Elimination Period; or
- b. the date six months before The Principal receives Written proof of your Disability.

**NOTE:** No premiums are required during a Long Term Disability Benefit Payment Period.

#### **Disability; Disabled**

You will be considered Disabled if, solely and directly because of sickness, injury, or pregnancy:

During the Elimination Period and the Own Occupation Period, one of the following applies:

- a. You cannot perform the majority of the Substantial and Material Duties of your Own Occupation.
- b. You are performing the duties of your Own Occupation on a Modified Basis or any occupation and are unable to earn more than 80% of your Indexed Predisability Earnings.

After completing the Elimination Period and the Own Occupation Period, one of the following applies:

- a. You cannot perform the majority of the Substantial and Material Duties of any Gainful Occupation for which you are or may reasonably become qualified based on education, training, or experience.
- b. You are performing the Substantial and Material Duties of your Own Occupation or any occupation on a Modified Basis and are unable to earn more than 60% of your Indexed Predisability Earnings.

The loss of a professional or occupational license or certification does not, in itself, constitute a Disability.

**Elimination Period**

The period of time you must be Disabled before benefits begin to accrue. An Elimination Period starts on the date you are Disabled and must be satisfied for each period of Disability. If you are in the process of satisfying the Elimination Period, you may recover from the Disability for a period of time and then again become Disabled from the same or a different cause. A recovery will not require you to start a new Elimination Period as long as the Elimination Period is satisfied by the required number of days of Disability during a period that is twice as long as the Elimination Period. The periods of Disability will be combined to satisfy the Elimination Period.

**Own Occupation Period**

The first two year(s) of the Benefit Payment Period.

**Benefit Payment Period**

The period of time during which benefits are payable.

**Substantial and Material Duties**

The essential tasks generally required by employers from those engaged in a particular occupation that cannot be modified or omitted.

**Own Occupation**

The occupation you are routinely performing for the Policyholder when your Disability begins.

**Gainful Occupation**

Employment in which you, while working to full medical and vocational capacity, could reasonably be expected to earn an amount equal to or greater than the Primary Monthly Benefit.



### **Modified Basis**

You will be considered working on a Modified Basis if you are working to your full medical and vocational capacity on either a part-time basis or performing some but not all of the Substantial and Material Duties of the occupation on a full-time basis.

## DESCRIPTION OF BENEFITS

### Benefits Payable

#### If you are not working during a period of Disability

Your Benefit Payable for each full month of a Benefit Payment Period will be your Primary Monthly Benefit less Other Income Sources.

#### If you are working during a period of Disability

Your work incentive Benefit Payable for each full month of a Benefit Payment Period will be:

- a. For the first 12 months, the lesser of:
  - (1) 100% of Indexed Predisability Earnings less Other Income Sources, less Current Earnings from your Own Occupation or any occupation; or
  - (2) the Primary Monthly Benefit less Other Income Sources; and
- b. Thereafter, your Primary Monthly Benefit less Other Income Sources, multiplied by your Income Loss Percentage.

You must work to your full medical and vocational capacity. If you choose not to work to full capacity, benefits will be paid as if you are working to full capacity.

On each March 1, following the date you become Disabled, your Predisability Earnings will be increased by the average rate of increase in the Consumer Price Index during the preceding calendar year, subject to an annual maximum of 10%.

If you have been Disabled for less than one year as of March 1, the amount of the increase will be multiplied by the ratio of:

- a. the number of completed months of Disability as of March 1;
- b. divided by 12 months.

Consumer Price Index means the U.S. City Average for Urban Consumers, All Items, as published in the Consumer Price Index by the United States Department of Labor for the preceding calendar year.

#### Primary Monthly Benefit

Core Plan: 60% of your Predisability Earnings. The Primary Monthly Benefit will not exceed the Maximum Monthly Benefit of \$3,000.

Buy Up Plan: 60% of your Predisability Earnings. The Primary Monthly Benefit will not exceed the Maximum Monthly Benefit of \$5,000.

### **Predisability Earnings**

Your Monthly Earnings in effect prior to the date Disability begins.

### **Indexed Predisability Earnings**

Your Predisability Earnings adjusted for increases in the Consumer Price Index.

### **Income Loss Percentage**

Your Income Loss Percentage is equal to:

- a. your Indexed Predisability Earnings less any Current Earnings from your Own Occupation or any occupation; divided by
- b. your Indexed Predisability Earnings.

### **Current Earnings**

Your Monthly Earnings for each month you are Disabled. While Disabled, your Monthly Earnings may result from working for the Policyholder or any other employer.

### **Monthly Earnings**

On any date, your basic monthly (or monthly equivalent) wage then in force, as established by the Policyholder. Basic wage does not include commissions, bonuses, tips, differential pay, housing and/or car allowance, or overtime pay. Basic wage does include any deferred earnings under a qualified deferred compensation plan, such as contributions to Internal Revenue Code Section 401(k), 403(b), or 457 deferred compensation arrangements and any amount of voluntary earnings reduction under a qualified Section 125 Cafeteria Plan.

### **Other Income Sources**

- a. all disability payments for the month that you and your Dependents receive under the Federal Social Security Act, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and
- b. if you have reached Social Security Normal Retirement Age or older, all retirement payments for the month that you and your Dependents receive under the Federal Social Security Act, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and

- c. if you are less than Social Security Normal Retirement Age, all retirement payments for the month that you and your Dependents receive under the Federal Social Security Act, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and
- d. all payments for the month that you receive from a permanent or temporary award or settlement under a Workers' Compensation Act, or other similar law, whether or not liability is admitted. Payments that are specifically set out in an award or settlement as medical benefits, rehabilitation benefits, income benefits for fatal injuries or income benefits for scheduled injuries involving loss or loss of use of specific body members will not be considered an Other Income Source; and
- e. all payments for the month that you receive under a policy that provides benefits for loss of time from work, if the Policyholder pays a part of the cost or makes payroll deductions for that coverage; and
- f. all payments for the month that you receive or are eligible to receive under another group disability insurance policy; and
- g. all payments for the month that you receive under any state disability plan; and
- h. all salary continuance payments for the month that you receive from the Policyholder; and
- i. all retirement payments, if you elected voluntarily, attributable to employer contributions and all disability payments attributable to employer contributions for the month that you receive under a pension plan sponsored by the Policyholder. A pension plan is a defined contribution plan providing disability or retirement benefits for employees. A pension plan does not include a profit sharing plan, a thrift savings plan, a nonqualified deferred compensation plan, a plan under Internal Revenue Code Section 401(k) or 457, an Individual Retirement Account (IRA), a Tax Deferred Sheltered Annuity (TSA) under Internal Revenue Code Section 403(b), a stock ownership plan, or a Keogh (HR-10) plan with respect to partners; and
- j. all renewal commissions for the month that you receive from the Policyholder.
- k. any income received by you under the New York Disability Law.

**NOTE:** If any salary continuance payments or loss of time from work payments specified above are attributable to individual disability insurance policies, the payments will not be considered an Other Income Source.

Any retirement payments you receive under the Federal Social Security Act or a pension plan which you had been receiving in addition to your Monthly Earnings prior to a claim for Disability, will not be considered an Other Income Source.

Military or Veterans Administration disability or retirement payments will not be considered an Other Income Source.

After the initial deduction for each of the Other Income Sources, benefits will not be further reduced due to any cost of living increases payable under the above stated sources.

Withdrawal of pension plan benefits by you for the purpose of placing the benefits in a subsequent pension plan or a deferred compensation plan will not be considered an Other Income Source unless you withdraw pension benefits from the subsequent pension plan or defined compensation plan due to disability or retirement.

### **Minimum Monthly Benefit**

In no event will the Monthly Benefit Payable be less than \$50 for each full month of a Benefit Payment Period, except that We will have the right to reduce the Minimum Monthly Benefit by any prior benefit overpayment. The Benefit Payable for each day of any part of a Benefit Payment Period that is less than a full month will be the monthly benefit divided by 30.

## **DESCRIPTION OF BENEFITS**

### **Rehabilitation Services and Benefits**

#### **Rehabilitation Services and Benefits**

While you are Disabled and covered under the Group Policy, you may qualify to participate in a rehabilitation plan and receive Rehabilitation Services and Benefits. We will work with you, the employer, and your Physician(s), and others as appropriate, to develop an individualized rehabilitation plan intended to assist you in returning to work.

#### **Rehabilitation Services**

While you are Disabled under the terms of the Group Policy, you may qualify for Rehabilitation Services. If you, the Policyholder, and The Principal agree in Writing on a rehabilitation plan in advance, We may pay a portion of reasonable expenses. The goal of the plan will be to return you to work.

Any rehabilitation assistance must be approved in advance by The Principal and outlined in a rehabilitation plan. The Benefit Payable as described in the booklet (subject to the terms and conditions of the Group Policy) will continue, unless modified by the rehabilitation plan. Rehabilitation assistance may include, but is not limited to:

- a. coordination of medical services;
- b. vocational and employment assessment;
- c. purchasing adaptive equipment;
- d. business/financial planning;
- e. retraining for a new occupation;
- f. education expenses.

We will periodically review the rehabilitation plan and your progress and We will continue to pay for the agreed upon expenses as long as We determine that the rehabilitation plan is providing the necessary action to return you to work.

#### **Predisability Intervention Services**

Rehabilitation Services may be offered if you have not yet become Disabled under the terms of the Group Policy, provided you have a condition which has the potential of resulting in the inability to perform the Substantial and Material Duties of your Own Occupation.

## **Reasonable Accommodation Benefit**

### **a. Eligibility**

You may be eligible for a Reasonable Accommodation Benefit provided you would be able to return to work with Reasonable Accommodation of the work environment. This benefit must be approved by The Principal in Writing prior to implementation.

### **b. Benefit**

We will reimburse you for expenses incurred to modify the workplace to allow you to return to work, up to the actual expense, not to exceed \$2,000 per Benefit Payment Period. Expenses may include the cost of tools, equipment, furniture, or any other changes to the work-site or environment that We agree will allow you to return to work. Any payment made for Reasonable Accommodation would be the difference between the cost and the amount paid or payable by third parties (including any amount paid under a policy of medical coverage).

### **Reasonable Accommodation**

Changes in your work environment or in the way a job is performed which allows you to perform the essential functions of that job.

## **DESCRIPTION OF BENEFITS**

### **Survivor Benefit**

#### **Survivor Benefit**

In the event a Benefit Payment Period ends because of your death, a Survivor Benefit will be payable. This Survivor Benefit will be 12 times 66.6667% of your monthly income benefit last paid.

We will pay the Survivor Benefit to your Dependent Spouse, child, parent, or estate as described in the CLAIM PROCEDURES Section.



## **DESCRIPTION OF BENEFITS**

### **Retirement Plan Supplement Benefit**

#### **Eligibility**

You will be eligible for this benefit if you:

- a. have been employed by the Policyholder for at least 12 months prior to the date of Disability; and
- b. have satisfied the Benefit Qualifications described in this booklet; and
- c. have been Disabled for 12 months.

#### **Benefit**

You will receive Retirement Plan Supplement Benefits in addition to the Benefit Payable described in this booklet.

If you are Disabled, the Retirement Plan Supplement Benefit will be equal to the lesser of:

- a. 5% of your covered Monthly Earnings in effect on the date Disability begins; or
- b. your Predisability Earnings contribution to the Policyholder's Internal Revenue Code Section 403(b) plan.

This benefit amount will be applied to the Flexible Premium Deferred Annuity or similar contract as issued by Us at the time of Disability.

This benefit may be taxable and We will provide state and federal tax withholding upon request by you.

In addition, at the end of the calendar year, We will pay an amount equal to 10% of the Retirement Plan Supplement Benefit you received during the calendar year to apply to any taxes due on the Retirement Plan Supplement Benefit.

#### **Facility of Payment**

We will normally apply the Retirement Plan Supplement Benefit to the Flexible Premium Deferred Annuity or a similar contract established on your behalf. However, if you are eligible to receive less than 12 Retirement Plan Supplement Benefit payments, the Retirement Plan Supplement Benefit may be paid in a lump sum to you on the date the Benefit Payment Period terminates. All payments so made will discharge Us to the full extent of those payments.

## **Termination**

The Retirement Plan Supplement Benefit will be paid during your Benefit Payment Period and will terminate on the earlier of:

- a. the date benefits would otherwise terminate as described in this booklet; or
- b. the date you surrender the Flexible Premium Deferred Annuity for its cash value.

## **DESCRIPTION OF BENEFITS**

### **Monthly Payment Limit**

In no event will the sum of amounts payable for:

- a. Benefits Payable as described in this booklet;
- b. income from Other Income Sources;
- c. Current Earnings from your Own Occupation or any occupation;
- d. payments attributable to individual disability insurance policies;

exceed 100% of Predisability Earnings. If you are eligible for a work incentive Benefit Payable, the Monthly Payment Limit will be increased to 100% of Indexed Predisability Earnings for the first 12 months.

In the event your total income from all sources listed above exceeds 100% of Predisability Earnings, the benefits as described in this booklet will be reduced by the amount in excess of 100% of Predisability Earnings.

## DESCRIPTION OF BENEFITS

### Benefit Payment Period and Recurring Disability

#### Benefit Payment Period

Benefits are payable:

- a. if Disability begins before age 60, until the date you attain age 65 (except the Benefit Payment period will not be less than 5 years); or
- b. if Disability begins on or after age 60, until the later of completion of the number of months shown below after the Benefit Payment Period begins:

<u>Your Age on the Date Disability Begins</u>	<u>Months of the Benefit Payment Period (Beginning with the date the Benefit Payment Period begins)</u>
60	60
61	48
62	42
63	36
64	30
65	24
66	21
67	18
68	15
69 and over	12

However, in no event, will benefits continue beyond:

- a. the date of your death; or
- b. the date your Disability ends, unless a Recurring Disability exists as explained in this booklet; or
- c. the date you fail to provide any required proof of Disability; or
- d. the date you fail to submit to any required medical examination or evaluation; or
- e. the date you fail to report any required Current Earnings information; or
- f. the date you fail to report income from Other Income Sources; or

- g. the date ten days after receipt of notice from Us if you fail to pursue Social Security Benefits or benefits under a Workers' Compensation Act or similar law as described in this booklet; or
- h. if Disability results from a Mental Health Condition, the date 24 months after the Benefit Payment Period begins; or
- i. the date you cease to be under the Regular and Appropriate Care of a Physician; or
- j. the date you are able to work in your regular occupation on a part-time basis but you choose not to do so.

### **Recurring Disability**

A Recurring Disability will exist under the Group Policy if:

- a. after you have completed an Elimination Period and during a Benefit Payment Period, you cease to be Disabled; and
- b. you then return to Active Work; and
- c. while insured under the Group Policy but before completing six continuous months of Active Work, you are again Disabled; and
- d. your current Disability and the Disability for which you completed the Elimination Period result from the same or a related cause.

A Recurring Disability will be treated as if the initial Disability had not ended, except that no benefits will be payable for the time between Disabilities. You will not be required to complete a new Elimination Period. Benefits will be payable from the first day of each Recurring Disability, but only for the remainder, if any, of the Benefit Payment Period established for the initial Disability.

## **DESCRIPTION OF BENEFITS**

### **Treatment of a Mental Health Condition**

Your period of Disability will be considered due to a Mental Health Condition if:

- a. you are limited by one or more of the stated conditions; and
- b. you do not have other conditions which, in the absence of the above stated conditions, would continue to exist, limit activities and lead Us to conclude that you are Disabled for another condition in and of itself.

When Disability results from a Mental Health Condition, the maximum number of Benefits Payable for all such periods of Disability is limited to 24 months. This is not a separate maximum for each such condition, or for each period of Disability, but a combined lifetime maximum for all periods of Disability and for all of these conditions, either separate or combined.

However, if at the end of that 24 months, you are confined in a Hospital or other facility qualified to provide necessary care and treatment for a Mental Health Condition, then the Benefit Payment Period may be extended to include the time during which you remain confined.

Benefits will be payable for the length of the confinement and for up to 60 days following the end of the confinement. If you are Hospital confined again during the 60-day period for at least ten consecutive days, benefits will be payable for the length of the second confinement and for up to 60 days following the end of the second confinement.

## DESCRIPTION OF BENEFITS

### Limitations

No benefits will be paid for any Disability that:

- a. results from willful self-injury, while sane or insane; or
- b. results from war or act of war; or
- c. results from participation in a felony; or
- d. is a new Disability that begins after a prior Benefit Payment Period has ended and you have not returned to Active Work; or
- e. is a continuation of a Disability for which a Benefit Payment Period has ended and you have not returned to Active Work (except as provided for a Recurring Disability in this booklet); or
- f. is caused by, a complication of, or resulting from a Preexisting Condition as described in this booklet.

### Preexisting Conditions Limitation for Initial Insurance

A Preexisting Condition is one for which medical advice was given, treatment was recommended by or received from a Physician in the three month period before you became insured under the Group Policy.

No benefits will be paid during the first twelve months of coverage for a Disability that results from a Preexisting Condition.

**NOTE: The Preexisting Condition Limitation is a waiting period and not a complete bar for coverage of those disabilities that arise within the first 12 months of coverage. The Preexisting Condition Limitation waiting period runs concurrently with the Elimination Period.**

For Members employed by companies acquired by the Policyholder, the Limitation for Initial Insurance will be waived for Members who had Long Term Disability coverage with a prior carrier on the day immediately preceding their effective date under this Group Policy.

### Preexisting Conditions Limitation for Benefit Increases

A Preexisting Condition is one for which medical advice was given, treatment was recommended by or received from a Physician in the twelve month period prior to an increase in benefits or

change in the Group Policy, including increases in benefits due to a change in Monthly Earnings of 25% or greater.

The benefits and the Group Policy provisions in force immediately prior to the increase or change will be payable for the duration of a Disability that:

- a. results from a Preexisting Condition; and
- b. begins within 12 months after the effective date of the increase in benefits or change in the Group Policy provisions.

### **Credit for Previous Coverage**

In determining whether the Preexisting Conditions Limitation applies to you, credit will be given for your satisfaction or partial satisfaction of a similar provision under a previous group or blanket disability insurance plan or policy or employer provided disability benefit arrangement, provided the previous coverage was continuous to a date not more than 60 days prior to the effective date of your insurance under this Group Policy. This credit will apply to the extent that the previous coverage or level of benefits was substantially similar to the new coverage or level of benefits.

For Members who leave employment with the Policyholder and are re-hired within 12 months from the date their employment ended, the Preexisting Conditions Limitation will not apply to a Member who had previously satisfied their Preexisting Condition period.



## **CLAIM PROCEDURES**

### **Notice of Claim**

Written notice of claim must be given to Us within three months after the date of loss for which claim is being made. Failure to give notice within the time specified will not invalidate or reduce any claim if notice is given as soon as reasonably possible.

### **Claim Forms**

Claim forms and other information needed to provide proof of Disability must be filed with Us in order to obtain payment of benefits. The Policyholder will provide appropriate claim forms to assist you in filing claims. If the forms are not provided within 15 days after We receive notice of claim, you will be considered to have complied with the requirements of the Group Policy regarding proof of Disability upon submitting, within the time specified below for filing Written proof of Disability, Written proof covering the occurrence, character and extent of the loss.

### **Proof of Disability**

Claim forms and other information needed to prove Disability should be filed promptly. Written proof that Disability exists and has been continuous must be sent to Us within six months after the date you complete an Elimination Period. Proof required includes the date, nature, and extent of the loss. Further proof that Disability has not ended must be sent when requested by Us. We may request additional information to substantiate your loss or require a Signed unaltered authorization to obtain that information from the provider. We reserve the right to determine when these conditions are met. Your failure to comply with such request could result in declination of the claim. For purposes of satisfying the claims processing timing requirements of the Employee Retirement Income Security Act (ERISA), receipt of claim will be considered to be met when the Elimination Period has been completed and the appropriate claim form is received by Us.

### **Proof of Disability while outside the United States**

If during a period of Disability, you are residing or staying outside the United States, the following will apply:

- a. Any evidence you submit for your claim will be required to be translated by the U.S. Embassy and contain the U.S. Embassy seal.
- b. You may be required to return to the United States at a frequency We deem necessary to substantiate your claim for Disability. All expenses incurred by you for returning to the United States will be your responsibility.

- c. You must notify Us in advance of any return to the United States and your change of address.

Your failure to comply with such request could result in declination of the claim. For purposes of satisfying the claims processing timing requirements of the Employee Retirement Income Security Act (ERISA), receipt of claim will be considered to be met when the Elimination Period has been completed and the appropriate claim form is received by Us.

### **Payment, Denial, and Review**

ERISA permits up to 45 days from receipt of claim for processing the claim. If a claim cannot be processed due to incomplete information, We will send a Written explanation prior to the expiration of the 45 days. A claimant is then allowed 45 days to provide all additional information requested. We are permitted two 30-day extensions for processing an incomplete claim if We determine that the extensions are necessary due to matters beyond Our control. Written notification, including a description of the circumstances requiring an extension and the date the claimant can expect a decision, will be sent to you regarding the extension. If a second extension is necessary, written notification of the extension will be provided prior to the expiration of the first extension.

In actual practice, benefits under the Group Policy will be payable sooner, providing We receive complete and proper proof of Disability. Further, if a claim is not payable or cannot be processed, We will submit a detailed explanation of the basis for its denial. The denial letter will include the reason why the claim was denied, the Group Policy provisions used for Our determination, information considered for Our denial, the specific information that would be needed for reconsideration and the time frames allowed under ERISA for the information to be provided.

A claimant may request an appeal of a claim denial by Written request to Us within 180 days of the receipt of notice of the denial. We will make a full and fair review of the claim. We may require additional information to make the review. We will notify you in Writing of the appeal decision within 45 days after receipt of the appeal request. If the appeal cannot be processed within the 45 day period because We did not receive the requested additional information, We are permitted a 45 day extension for the review. Written notification, including an explanation of the information We requested and the date the claimant can expect a decision, will be sent to the claimant regarding the extension. If Our review ends in denial, Our decision, the Group Policy provisions used for Our determination, information considered during your appeal, the specific information that would be needed for an additional level of review, if applicable, the time frames under ERISA for the information to be provided, and your legal rights to seek other means of resolution will be sent to you. After exhaustion of the formal appeal process, the claimant may request an additional appeal. However, this appeal is voluntary and does not need to be filed before asserting rights to legal action.

For purposes of this section, "claimant" means Member.

### **Report of Payments from Other Income Sources**

When asked, you must give Us:

- a. a report of all payments from Other Income Sources; and
- b. proof of application for all such income for which you and your Dependents are eligible; and
- c. proof that any application for such income has been rejected.

### **Lump Sum Payments from Other Income Sources**

If any income from Other Income Sources are payable in a lump sum (except as described below), the lump sum will be deemed to be paid in monthly amounts prorated over the time stated. If no such time is stated, the lump sum will be prorated monthly over your expected life span. We will determine the expected life span.

Lump Sum Payments under:

- a. a retirement plan will be deemed to be paid in the monthly amount which:
  - (1) is provided by the standard annuity option under the plan as identified by the Policyholder; or
  - (2) is prorated under a standard annuity table over your expected life span (if the plan does not have a standard annuity option);
- b. a Workers' Compensation Act or other similar law (which includes benefits paid under an award or a settlement) will be deemed to be paid monthly:
  - (1) at the rate stated in the award or settlement; or
  - (2) at the rate paid prior to the lump sum (if no rate is stated in the award or settlement); or
  - (3) at the maximum rate set by law (if no rate is stated and you did not receive a periodic award).

### **Social Security Estimates**

Until exact amounts are known, We may estimate the Social Security benefits for which you and your Dependents are eligible and may include those estimates in your Other Income Sources.

If it is reasonable that you would be entitled to disability benefits under the Federal Social Security Act, We will require that you:

- a. apply for disability benefits within ten days after receipt of Written notice from Us requesting you to apply for such benefits; and

- b. give satisfactory proof within 30 days after receipt of Written notice from Us that you have applied for these benefits within the ten-day period; and
- c. request reconsideration of the application for Social Security benefits if the original application is denied, and appeal any denial or reconsideration if an appeal appears reasonable.

If actual Social Security benefits are less than estimated, any underpayment will be paid to you in a lump sum payment.

### **Workers' Compensation Estimates**

Until exact amounts are known, We may estimate the Workers' Compensation benefits for which you are eligible and may include those estimates in your Other Income Sources.

If it is reasonable that you would be entitled to benefits under a Workers' Compensation Act or a similar law, We will require that you:

- a. apply for benefits within ten days after receipt of Written notice from Us requesting you to apply for such benefits; and
- b. give satisfactory proof within 30 days after receipt of Written notice from Us that you have applied for these benefits within the ten-day period.

If actual Workers' Compensation benefits are less than estimated, any underpayment will be paid to you in a lump sum payment.

### **Payments for Less Than a Full Month**

The Benefit Payable for each day of any part of a Benefit Payment Period that is less than a full month will be the monthly benefit divided by 30.

### **Right to Recover Overpayments**

If an overpayment of benefits occurs under the Group Policy, We will have the option to:

- a. reduce or withhold any future benefits We determine to be due, including the Minimum Monthly Benefit; or
- b. recover the overpayment directly from you; or
- c. take any other legal action.

### **Facility of Payment**

Benefits under the Group Policy will be payable at the end of each month of a Benefit Payment Period, provided complete and proper proof of Disability has been received by Us.

We reserve the right to offer a lump sum payment in lieu of continued monthly payments where liability has been established for a Benefit Payment Period if agreed upon by you and The Principal.

Any unpaid balance that remains after a Benefit Payment Period ceases will be immediately payable.

We will normally pay benefits directly to you. However, in the special instances listed below, payment will be as indicated. All payments so made will discharge Us to the full extent of those payments.

- a. If payment amounts remain due upon your death, those amounts may, at Our option, be paid to your Dependent Spouse, child, parent, or estate.
- b. If We believe a person is not legally able to give a valid receipt for a benefit payment, and no guardian has been appointed, We may pay whoever has assumed the care and support of the person. Any payment due a minor will be at the rate of not more than \$200 a month.

### **Medical Examinations and Evaluations**

We may require you to be examined by a Physician or undergo an evaluation, at reasonable intervals, during the course of a claim. We will pay for these examinations and evaluations and will choose the Physician or evaluator to perform them. Failure to attend a medical examination or cooperate with the Physician may be cause for suspension or denial of your benefits. Failure to attend an evaluation or to cooperate with the evaluator may also be cause for suspension or denial of your benefits.

### **Legal Action**

Legal action to recover benefits under the Group Policy may not be started earlier than 60 days after proof of Disability is filed and before the appeal procedures have been exhausted. Further, no legal action may be started later than three years after that proof is required to be filed.

### **Time Limits**

Any time limits listed in this section will be adjusted as required by law.

## STATEMENT OF RIGHTS

Federal law requires that this section be included in your booklet:

As a participant in this plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA).

ERISA provides that all plan participants shall be entitled to:

### **Receive Information About Your Plan and Benefits**

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## SUPPLEMENT TO YOUR BOOKLET-CERTIFICATE

The Employee Retirement Income Security Act (ERISA) requires that certain information be furnished to each participant in an employee benefit plan. These provisions, together with your certificate of coverage, constitute the summary plan description. The summary plan description and the policy constitute the Plan. Benefit determinations are controlled exclusively by the policy, your certificate of coverage and the information contained in this document.

1. **Name of Plan:**

Montefiore Medical Center Long Term Disability Program Plan

2. **Employer Plan Identification Number:**

EIN: 13-1740114  
PN: 508

3. **Type of Welfare Plan:**

Disabilty

4. **Type of Administration:**

The Plan is administered by the Plan Administrator. Benefits are administered by the insurer and provided in accordance with the Long Term Disability Insurance Contract issued to the Plan.

5. **Plan Administrator:**

MONTEFIORE MEDICAL CENTER  
ONE FORDHAM PLAZA 10 FL  
BRONX NY 10468

See your employer for the business telephone number of the Plan Administrator.

Montefiore Medical Center is the Plan Administrator and named fiduciary of the Plan, with authority to delegate its duties. The Plan Administrator may designate Trustees of the Plan, in which case the Administrator will advise you separately of the name, title and address of each Trustee.

6. **Plan Sponsor:**

MONTEFIORE MEDICAL CENTER  
ONE FORDHAM PLAZA 10 FL  
BRONX NY 10468



7. **Agent for Service of Legal Process:**

MONTEFIORE MEDICAL CENTER  
ONE FORDHAM PLAZA 10 FL  
BRONX NY 10468  
(718)405-4677

Legal process may also be served upon the plan administrator, or a Trustee of the Plan, if any.

8. **Type of Participants Covered Under the Plan:**

All active full-time employees of MONTEFIORE MEDICAL CENTER and provided that, for each employee, he or she also meets the definition of a Member as defined in the DEFINITIONS Section of this booklet (page GH 824).

9. **Sources and Methods of Contributions to the Plan:**

The Plan is funded by insurance issued by Principal Life Insurance Company, Des Moines, Iowa (hereinafter referred to as "Principal") under policy number H52238.

You are required to pay the entire premium for insurance under the Group Policy.

10. **Ending Date of Plan's Fiscal Year:**

December 31

11. **Policyholder's Right to Amend the Plan:**

The Policyholder reserves the right, in its sole and absolute discretion, to amend, modify, or terminate, in whole or in part, any or all of the provisions of this Plan (including any related documents and underlying policies), at any time and for any reason or no reason. Any amendment, modification, or termination must be in writing and endorsed on or attached to the Plan.

12. **Policyholder's Right to Request Policy Change:**

The Policyholder can request a policy change. Only an officer or registrar of The Principal can approve a change. The change must be in writing and endorsed on or attached to the policy.

13. **Modifying or Cancelling the Policy or Cancelling the Policy or a Plan Under the Policy:**

The policy or a plan under the policy can be modified or cancelled by The Principal or by the Policyholder as stated in the provisions of the Group Policy.

If the policy or a plan is cancelled, the cancellation will not affect a payable claim.

#### 14. **Discretionary Acts**

The Plan, acting through the Plan Administrator, delegates to The Principal discretionary authority to make benefit determinations under the Plan. The Principal may act directly or through their employees and agents or further delegate their authority through contracts, letters or other documentation or procedures to other affiliates, persons or entities.

Benefit determinations include determining eligibility for benefits and the amount of any benefits, resolving factual disputes, and interpreting and enforcing the provisions of the Plan. All benefit determinations must be reasonable and based on the terms of the Plan and the facts and circumstances of each claim.

Once you are deemed to have exhausted your appeal rights under the Plan, you have the right to seek court review under Section 502(a) of ERISA of any benefit determinations with which you disagree. The court will determine the standard of review it will apply in evaluating those decisions.

## DEFINITIONS

Several words and phrases used to describe your insurance are capitalized whenever they are used in this booklet. These words and phrases have special meanings as explained in this section.

### **Active Work; Actively at Work**

You are considered Actively at Work if you are able and available for active performance of all of your regular duties. Short term absence because of a regularly scheduled day off, holiday, vacation day, jury duty, funeral leave, or personal time off is considered Actively at Work provided you are able and available for active performance of all of your regular duties and were working the day immediately prior to the date of your absence.

### **Benefit Payment Period**

The period of time during which benefits are payable. This period will begin and benefits will begin to accrue on the later of the date you complete an Elimination Period or the date six months before We receive Written proof of your Disability.

### **Current Earnings**

Your Monthly Earnings for each month that you are Disabled. While Disabled, your Monthly Earnings may result from working for the Policyholder or any other employer.

### **Dependent**

Any person who qualifies for benefits as a dependent under the Federal Social Security Act as a result of your Disability or retirement, whether or not residing in your home.

### **Dependent Spouse**

Your spouse, if that spouse is legally married to you, or your Domestic Partner, if you and the Domestic Partner complete and submit a Declaration of Domestic Partnership which is approved by Us.

### **Disability; Disabled**

You will be considered Disabled if, solely and directly because of sickness, injury, or pregnancy:

During the Elimination Period and the Own Occupation Period, one of the following applies:

- a. You cannot perform the majority of the Substantial and Material Duties of your Own Occupation.
- b. You are performing the duties of your Own Occupation on a Modified Basis or any occupation and are unable to earn more than 80% of your Indexed Predisability Earnings.

After completing the Elimination Period and the Own Occupation Period, one of the following applies:

- a. You cannot perform the majority of the Substantial and Material Duties of any Gainful Occupation for which you are or may reasonably become qualified based on education, training, or experience.
- b. You are performing the Substantial and Material Duties of your Own Occupation or any occupation on a Modified Basis and are unable to earn more than 60% of your Indexed Predisability Earnings.

The loss of a professional or occupational license or certification does not, in itself, constitute a Disability.

**Domestic Partner** means your opposite sex or same sex life partner, provided:

- your partner is not insured under the Group Policy as a Member; and
- your partner is at least 18 years of age; and
- neither your partner nor you are married; and
- neither your partner nor you have had another Domestic Partner in the six-month period preceding the date of the Signed Declaration of Domestic Partnership; and
- your partner is not your blood relative; and
- your partner and you have shared the same residence for at least six consecutive months and continue to do so (proof of driver's license, tax return or other sufficient proof); and
- your partner and you are each other's sole life partner and intend to remain so indefinitely; and
- your partner and you are jointly responsible for each other's financial welfare providing evidence of two or more of the following:
  - a joint bank account;
  - a joint credit or charge card;

- joint obligation on a loan;
  - status as authorized signatory on the partner's bank account, credit card or charge card;
  - joint ownership or holding of investments;
  - joint ownership of residence;
  - joint ownership of real estate other than residence;
  - listing of both partners as tenants on the lease of the shared residence;
  - shared rental payments of residence (need not be shared 50/50);
  - listing of both partners as tenants on a lease, or shared rental payments, for property other than residence;
  - a common household and shared household expenses, e.g., grocery bills, utility bills, telephone bills, etc. (need not be shared 50/50);
  - shared household budget for purposes of receiving government benefits;
  - status of one as representative payee for the other's government benefit;
  - joint ownership of major items of personal property (e.g., appliances, furniture);
  - joint ownership of a motor vehicle;
  - joint responsibility for child care (e.g., school documents, guardianship);
  - shared child-care expenses, e.g. baby sitting, day care, school bills (need not be shared 50/50);
  - execution of wills naming each other as executor and/or beneficiary;
  - designation as beneficiary under the other's life insurance policy;
  - designation as beneficiary under the other's retirement benefits account;
  - mutual grant of durable power of attorney;
  - mutual grant of authority to make health care decisions (e.g., health care power of attorney);
  - affidavit by creditor or other individual able to testify to partner's financial interdependence;
  - other item(s) of proof sufficient to establish economic interdependency under the circumstances of the particular case; and
- your partner and you are not in the relationship solely for the purpose of obtaining insurance coverage.

### **Elimination Period**

The period of time you must be Disabled before benefits begin to accrue. An Elimination Period starts on the date you are Disabled and must be satisfied for each period of Disability. If you are in the process of satisfying the Elimination Period, you may recover from the Disability for a period of time and then again become Disabled from the same or a different cause. A recovery will not require you to start a new Elimination Period as long as the Elimination Period is satisfied by the required number of days of Disability during a period that is twice as long as the Elimination Period. The periods of Disability will be combined to satisfy the Elimination Period.

### **Flexible Premium Deferred Annuity (FPDA)**

An annuity provided by Us to provide for retirement savings in accordance with the Retirement Plan Supplement Benefit. The annuity will be owned by you with full ownership rights.

### **Gainful Occupation**

Employment in which you, while working to full medical and vocational capacity, could reasonably be expected to earn an amount equal to or greater than the Primary Monthly Benefit.

### **Generally Accepted**

Treatment, service, or medication that:

- a. has been accepted as the standard of practice according to the prevailing opinion among experts as shown by (or in) articles published in authoritative, peer-reviewed medical, and scientific literature; and
- b. is in general use in the medical community; and
- c. is not under continued scientific testing or research as a therapy for the particular sickness or injury which is the subject of the claim.

### **Group Policy**

The policy of group insurance issued to the Policyholder by Us which describes benefits and provisions for insured Members.

### **Hospital**

A short term, acute, general hospital, which:

- a. is primarily engaged in providing, by or under the continuous supervision of Physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons; and
- b. has organized departments of medicine and major surgery; and
- c. has a requirement that every patient must be under the care of a Physician or dentist;
- d. provides 24 hour nursing service by or under the supervision of a registered professional nurse (R.N.); and
- e. if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97 (42 USCA 1395x(k)); and
- f. is duly licensed by the agency responsible for licensing such hospitals; and

- g. is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational or rehabilitary care.

**Income Loss Percentage**

Your Income Loss Percentage is equal to:

- a. your Indexed Predisability Earnings less any Current Earnings from your Own Occupation or any occupation; divided by
- b. your Indexed Predisability Earnings.

**Indexed Predisability Earnings**

Your Predisability Earnings adjusted for increases in the Consumer Price Index.

**Insurance Month**

Calendar month.

**Maximum Monthly Benefit**

Core Plan: \$3,000

Buy Up Plan: \$5,000

**Member**

Any ACTIVE MIDDLE MANAGEMENT, PHYSICAL THERAPIST, CLERICAL EMPLOYEE, SECURITY STAFF OR HOUSE STAFF EMPLOYEE, residing in the United States, who is a U.S. citizen or is legally working in the United States, who is a full-time employee of the Policyholder and who regularly works at least 50% of a full-time schedule. Work must be at the Policyholder's usual place or places of business, at an alternative worksite at the direction of the Policyholder, or at another place to which the employee must travel to perform his or her regular duties. This excludes any person who is scheduled to work for the Policyholder on a seasonal, temporary or contracted basis. A person is considered to be residing in the United States if his or her main home or permanent address is in the United States or if the person is in the United States for six months or more during any 12-month period.

**Mental Health Condition**

Any condition which is:

- a. manifested by a psychiatric disturbance including, but not limited to, a biologically or chemically based disorder; and
- b. categorized in the current edition of the American Psychiatric Associations Diagnostic and Statistical Manual of Mental Disorders.

Conditions not considered a Mental Health Condition include:

- a. dementia; and
- b. organic brain syndrome; and
- c. delirium; and
- d. organic amnesia syndromes; and
- e. organic delusional or organic hallucinogenic syndromes.

### **Modified Basis**

You will be considered working on a Modified Basis if you are working to your full medical and vocational capacity on either a part-time basis or performing some but not all of the Substantial and Material Duties of the occupation on a full-time basis.

### **Monthly Earnings**

On any date, your basic monthly (or monthly equivalent) wage then in force, as established by the Policyholder. Basic wage does not include commissions, bonuses, tips, differential pay, housing and/or car allowance, or overtime pay. Basic wage does include any deferred earnings under a qualified deferred compensation plan, such as contributions to Internal Revenue Code Section 401(k), 403(b), or 457 deferred compensation arrangements and any amount of voluntary earnings reduction under a qualified Section 125 Cafeteria Plan.

### **Other Income Sources**

- a. all disability payments for the month that you and your Dependents receive under the Federal Social Security Act, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and
- b. if you have reached Social Security Normal Retirement Age or older, all retirement payments for the month that you and your Dependents receive under the Federal Social Security Act, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and
- c. if you are less than Social Security Normal Retirement Age, all retirement payments for the month that you and your Dependents receive under the Federal Social Security Act,



Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and

- d. all payments for the month that you receive from a permanent or temporary award or settlement under a Workers' Compensation Act, or other similar law, whether or not liability is admitted. Payments that are specifically set out in an award or settlement as medical benefits, rehabilitation benefits, income benefits for fatal injuries or income benefits for scheduled injuries involving loss or loss of use of specific body members will not be considered an Other Income Source; and
- e. all payments for the month that you receive under a policy that provides benefits for loss of time from work, if the Policyholder pays a part of the cost or makes payroll deductions for that coverage; and
- f. all payments for the month that you receive or are eligible to receive under another group disability insurance policy; and
- g. all payments for the month that you receive under any state disability plan; and
- h. all salary continuance payments for the month that you receive from the Policyholder; and
- i. all retirement payments, if you elected voluntarily, attributable to employer contributions and all disability payments attributable to employer contributions for the month that you receive under a pension plan sponsored by the Policyholder. A pension plan is a defined contribution plan providing disability or retirement benefits for employees. A pension plan does not include a profit sharing plan, a thrift savings plan, a nonqualified deferred compensation plan, a plan under Internal Revenue Code Section 401(k) or 457, an Individual Retirement Account (IRA), a Tax Deferred Sheltered Annuity (TSA) under Internal Revenue Code Section 403(b), a stock ownership plan, or a Keogh (HR-10) plan with respect to partners; and
- j. all renewal commissions for the month that you receive from the Policyholder.
- k. any income received by you under the New York Disability Law.

**NOTE:**

If any salary continuance payments or loss of time from work payments specified above are attributable to individual disability insurance policies, the payments will not be considered an Other Income Source.

Any retirement payments you receive under the Federal Social Security Act or a pension plan which you had been receiving in addition to your Monthly Earnings prior to a claim for Disability, will not be considered an Other Income Source.

Military or Veterans Administration disability or retirement payments will not be considered an Other Income Source.

After the initial deduction for each of the Other Income Sources, benefits will not be further reduced due to any cost of living increases payable under the above stated sources.

Withdrawal of pension plan benefits by you for the purpose of placing the benefits in a subsequent pension plan or a deferred compensation plan will not be considered an Other Income Source unless you withdraw pension benefits from the subsequent pension plan or defined compensation plan due to disability or retirement.

### **Own Occupation**

The occupation you are routinely performing for the Policyholder when your Disability begins.

### **Own Occupation Period**

The first two year(s) of the Benefit Payment Period.

### **Physician**

Any legally qualified practitioner of the healing arts acting within the scope of his/her New York State license.

The term Physician does not include you, or your immediate family members.

### **Policyholder**

MONTEFIORE MEDICAL CENTER and shall include any affiliate or subsidiary of the Policyholder participating under the Group Policy.

### **Predisability Earnings**

Your Monthly Earnings in effect prior to the date Disability begins.

### **Primary Monthly Benefit**

Core Plan: 60% of your Predisability Earnings. The Primary Monthly Benefit will not exceed the Maximum Monthly Benefit of \$3,000.

Buy Up Plan: 60% of your Predisability Earnings. The Primary Monthly Benefit will not exceed the Maximum Monthly Benefit of \$5,000.

### **Reasonable Accommodation**

Changes in your work environment or in the way a job is performed which allows you to perform the essential functions of that job.

## **Regular and Appropriate Care**

You will be considered to be receiving Regular and Appropriate Care if you:

- a. are evaluated in person by a Physician; and
- b. receive treatment appropriate for the condition causing the Disability; and
- c. undergo evaluations and treatment that is provided by a Physician whose specialty is appropriate for the condition causing the Disability; and
- d. undergo evaluations and treatment at a frequency intended to return you to full-time work; and
- e. pursue reasonable treatment options or recommendations to achieve maximum medical improvement.

We may require you to have your Physician provide Us with a Written evaluation and treatment plan for the condition causing the Disability, which meets Generally Accepted medical standards and is satisfactory to Us.

We may waive in Writing to you, the Regular and Appropriate Care requirement if it is determined by Us that continued care would be of no benefit to you.

## **Signed or Signature**

Any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper or electronic media, and which is consistent with applicable law and is agreed to by Us.

## **Social Security Normal Retirement Age (SSNRA)**

Social Security Normal Retirement Age as defined by the Social Security Administration on the date Disabled.

<b><u>Year of Birth</u></b>	<b><u>Normal Retirement Age</u></b>
Before 1938	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 - 1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months

1958	66 and 8 months
1959	66 and 10 months
After 1959	67

### **Substantial and Material Duties**

The essential tasks generally required by employers from those engaged in a particular occupation that cannot be modified or omitted.

### **We, Us, and Our**

Principal Life Insurance Company, Des Moines, Iowa.

### **Written or Writing**

A record which is on or transmitted by paper or electronic media, and which is consistent with applicable law.

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**Plan Arranged By**

**HAVENSURE LLC**  
63 MAIN STREET  
GLOUCESTER MA  
01930-5722



**Principal Life Insurance Company**  
Des Moines, Iowa 50392-0002