
UNIVERSITY OF MINNESOTA

PLAN DOCUMENT

ACADEMIC DISABILITY PLAN

The Employer has established a disability income benefit plan and agreed to provide Disability Benefits according to the terms of this Plan Document. The Employer is solely responsible for payment of Disability Benefits payable under the terms of this Plan.

The Employer has retained Unum Life Insurance Company of America (hereinafter referred to as Unum), as Claims Administrator for the Plan. Unum shall receive, process, investigate, and evaluate claims for benefits. Unum has discretionary authority to make initial decisions to approve, deny, or close claims for benefits. Unum is also authorized to review and decide appeals of denied or closed claims, if requested by claimants as provided in the appeal provision of the Plan. Thereafter, The Employer may elect to hear and decide any further appeals by claimants. In each case, The Employer retains the right of final review and decision on all claims and appeals.

This Plan and the individual applications, if any, of the Employees constitute the entire Plan. The Employer has the right at any time to amend or terminate this Plan or to require or change the amount of Employee contributions. No change in this Plan will be valid unless approved by the Employer and evidenced by an amendment. No agent has authority to change this Plan or to waive any of its provisions.

For purposes of effective dates and ending dates under this Plan, all days begin and end at 12:00 midnight Standard Time at the Employer's address.

All provisions on this and the following pages are part of this Plan. "You" and "your" mean the Employee. "We", "us", and "our" mean the Employer. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

GENERAL PLAN INFORMATION

Employer:	Regents of the University of Minnesota (University of Minnesota)
Address of the Plan:	University of Minnesota Employee Benefits 100 Donhowe Building 319 15 th Ave SE Minneapolis, MN 55455-0103
Claims Administrator:	Unum Life Insurance Company of America (hereinafter referred to as Unum)
Plan Number:	471835
Plan Effective Date:	January 1, 2018

This Plan Document is an amendment and restatement of the Employer's Academic Disability Plan Document that became effective January 1, 2007, was restated January 1, 2010, and again restated January 1, 2012.

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COVERAGE FEATURES

This section contains many of the features of your disability coverage. Other provisions, including exclusions, limitations, and Other Income Benefits 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.

Eligible Class Definition:

Class 1: All active Employees of the Employer classified as faculty or professional and administrative Employees in one of the following job classifications:

- a. 94XX series;
- b. 9301-9399;
- c. 9621-9640;
- d. 9701-9799 (excluding 9755 (Research Specialist), 9756 (Community/Clinical Preceptor) and 9757 (Industrial Fellow));

who are in Active Service with a 67% or greater appointment of not less than nine consecutive months in duration and a citizen of the United States or Canada, or an individual residing in either country.

It does not include:

- Temporary or seasonal Employees holding an hourly appointment or paid on a lump-sum basis;
- Full-time members of the armed forces of any country;
- Leased Employees;
- Independent Contractors;
- Employees holding retiree, visiting, or adjunct appointments;
- Employees holding clinical appointments from outside the University.

Class 2: All active civil service Employees of the Employer who were insured under the Prior Plan as of 12/31/2011 as on file with the Employer and the Insurance Company

Class 3: The President of the University

SCHEDULE OF BENEFITS

Eligibility Waiting Period:

Eligibility Waiting Period means the period you must be an Employee before you become eligible for coverage.

You are eligible on the later of a) the Plan Effective Date, and b) the date you become an Employee.

Benefit Waiting Period:

Benefit Waiting Period means the period you must be continuously Disabled before Medical Leave Benefits or Disability Benefits become payable.

Medical Leave Benefit:	None
Disability Benefit:	Three months

Medical Leave Benefit:

For the first 3 months of Disability: Salary continuation as provided by University policy or collective bargaining unit contract.

You are required to contact the Claims Administrator (Unum) within 14 calendar days of Sickness or Injury. After 14 days of a documented Disability, your claim will be administered by the Claims Administrator.

Disability Benefit (Classes 1 and 2):

Beginning with the fourth month of Disability, benefits are based on the applicable portion of your scheduled biweekly Covered Earnings as of your last full day of Active Service, subject to IRS 401 (a) (17) limits, and reduced by Other Income Benefits, as shown below:

Years of Service	Months 4 through 6	Months 7 through 9*	Month 10 through day 365
Less than 2 years of service	66 2/3%	66 2/3%	66 2/3%
2 to 10 years of service	100%	66 2/3%	66 2/3%
More than 10 years of service	100%	100%	100%

*Benefits are continued through the end of the academic year for non-A-term appointments.

Disability Benefit (Class 3):

Beginning with the fourth month of Disability, benefits are based on the applicable portion of your scheduled biweekly Covered Earnings as of your last full day of Active Service, as reduced by Other Income Benefits, in the amount of two thirds of salary up to a maximum benefit of \$20,000 per month.

Minimum Disability Benefit:

\$0

Maximum Benefit Period:

365 days, Medical Leave inclusive. However, Disability Benefits will end on the date long-term disability benefits become payable to you under any other group plan provided by your Employer, even if that occurs before the end of the Maximum Benefit Period.

If you are Disabled for less than one full pay period, we will pay one-tenth of the Disability Benefit for each work day that you are disabled.

Subsidy Benefit:

Medical and dental coverage subsidy will be contributed, while you are receiving Medical Leave Benefits and Disability Benefits, for a maximum period of time as shown below:

Years of Service	Maximum coverage during Medical Leave	Maximum coverage during self-insured disability with the University	Maximum coverage during insured long-term disability with Unum
Less than 2 years	3 months	None	None
2 to 10 years	3 months	9 months	None
More than 10 years	3 months	9 months	365 days

Your medical and dental billing will be transferred to your selected carrier(s) after the subsidy benefit ends. You will be billed directly by your carrier(s) for the full cost of your coverage.

Coordination with Medicare:	If you are over age 65, you must have Medicare Parts A & B coverage in place prior to transferring to the over age 65 retiree/disability plan at your selected carrier.
Unpaid Leave of Absence:	Disability benefits will not be paid during an unpaid leave of absence.
End of Appointment:	If your appointment ends, and you are certified as Disabled by Unum prior to your last day of employment, you may be eligible for Disability Benefits beginning with the fourth month of disability.
Summer Disability Benefit:	<p>If you are on an appointment of less than 12 months, disability leave may be paid or unpaid in the summer, depending on the timing of the leave.</p> <p>If the disability leave coincides with a period of time during which you have a scheduled summer appointment, you will receive Disability Benefits based on your expected summer earnings.</p> <p>If the disability leave coincides with a period of time during which you do not have a scheduled summer appointment, but received summer earnings within the previous twelve months from the onset of disability, you will receive Disability Benefits based on the previous summer earnings and schedule. Disability Benefits will occur to the extent that the dates of your current disability leave coincide with the dates of last year's summer earnings.</p> <p>If the disability leave coincides with a period of time during which you do not have a scheduled summer appointment and did not receive summer earnings during the past twelve months, that portion of the disability leave will be unpaid.</p> <p>If the disability leave coincides with a period of time during which you are scheduled to receive salary based on a 12-month payment schedule (9 over 12), those disability leave payments will continue to be based on the 9 over 12 schedule.</p>
Pension Contribution Benefit:	If you are a participant in the University of Minnesota Faculty Retirement Plan on the date you become Disabled, we will pay a biweekly contribution according to the terms of the University of Minnesota Faculty Retirement Plan, while you are receiving Disability Benefits.

EMPLOYEE CONTRIBUTIONS

Coverage is:	Noncontributory
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STATEMENT OF COVERAGE

If you become Disabled while covered under the Plan, we will pay Disability Benefits according to the terms of the Plan after we receive Proof Of Loss satisfactory to us.

BECOMING COVERED

To become covered you must be an Employee, complete your Eligibility Waiting Period, and meet the requirements in **Active Service Provisions** and **When Your Coverage Becomes Effective**.

Eligibility Waiting Period means the period you must be an Employee before you become eligible for coverage. Your Eligibility Waiting Period is shown in the **Coverage Features**.

WHEN YOUR COVERAGE BECOMES EFFECTIVE

Subject to the **Active Service Provisions**, your coverage becomes effective on the date you become eligible.

ACTIVE SERVICE PROVISIONS

A. Active Service Requirement

You must be in Active Service on the day your coverage is scheduled to be effective. If you are incapable of Active Work because of Physical Disease, Injury, Pregnancy, or Mental Disorder on the scheduled effective date of your coverage, your coverage will not become effective until the day you return to Active Service as an eligible Employee.

B. Changes in Coverage

This Active Service requirement also applies to any increase in your coverage.

WHEN YOUR COVERAGE ENDS

Your coverage ends automatically on the earliest of:

1. The date the last pay period ends for which a contribution was made for your coverage.
2. The date the Plan terminates.
3. The date your employment terminates.
4. The date you cease to be an Employee.

However, your coverage will be continued during the following periods when you are absent from Active Service, unless it ends under any of the above.

- a. During a leave of absence if continuation of your coverage under the Plan is required by a state-mandated family or medical leave act or law.
- b. During any other temporary unpaid leave of absence documented by your Employer as approved and scheduled to last 365 days or less. A period of Disability is not a leave of absence. If you remain on an unpaid leave of absence for greater than 365 days, your coverage will terminate.
- c. During the Benefit Waiting Period and while Disability Benefits are payable.

REINSTATEMENT OF COVERAGE

If your coverage ends, you may become covered again as a new Employee. However, the following will apply:

1. If you cease to be an Employee because of a covered Disability, your coverage will end. However, if you become an Employee again immediately after the later of the dates in a. and b. below, the Eligibility Waiting Period will be waived.
 - a. The date Disability Benefits end;
 - b. If you are covered under a group long-term disability plan sponsored by us, the date long-term disability benefits end, provided the long-term disability benefits are payable for the same Disability.
2. If you cease to be an Employee because of a Disability that is not covered solely because of the exclusion for work related Disabilities, your coverage will end. However, if you become an Employee again immediately after workers' compensation temporary benefits end, the Eligibility Waiting Period will be waived.
3. If your coverage ends because you cease to be an Employee for any reason other than item 1 or 2 above, and if you become an Employee again within 30 days, the Eligibility Waiting Period will be waived.
4. If your coverage ends because you are on a federal or state-mandated family or medical leave of absence, and you become an Employee again immediately following the period allowed, your coverage will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.
5. In no event will coverage be retroactive.

DEFINITION OF DISABILITY

The Medical Leave Benefit Definition of Disability applies during the period for which Medical Leave Benefits are payable.

The Disability Benefit Definition of Disability applies during the period for which Disability Benefits are payable.

A. Medical Leave Benefit Definition of Disability

You are required to be Disabled 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 perform with reasonable continuity the Material Duties of your Own Occupation.

B. Disability Benefit Definition of Disability

You are required to be Disabled from your Own Occupation. You are Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy, or Mental Disorder:

1. You are unable to perform with reasonable continuity the Material Duties of your Own Occupation; and
2. You suffer a loss equal to or greater than 20% in your Covered Earnings when working in your Own Occupation.

Note: You are not Disabled merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license.

You may work in another occupation while you meet the Own Occupation definition of Disability. However, you will no longer be Disabled when your Current Earnings from your own occupation or another occupation exceed 80% of your Covered Earnings.

Own Occupation means any employment, business, trade, profession, calling, or vocation that involves Material Duties of the same general character as the occupation you are regularly performing for your Employer when Disability begins. In determining your Own Occupation, we are not limited to looking at the way you perform your job for your Employer, but we may also look at the way the occupation is generally performed in the national economy. If your Own Occupation involves the rendering of professional services and you are required to have a professional or occupational license in order to work, your Own Occupation is as broad as the scope of your license.

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.

WORK INCENTIVE BENEFIT

A. Return to Work Responsibility

No Disability Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Covered Earnings, but you elect not to work.

B. Work Incentive Benefit

You may serve your Benefit Waiting Period while working if you meet the Own Occupation definition of Disability.

For the first 365 days of disability, if the sum of your Disability Benefit, your Current Earnings, and any additional Other Income Benefits exceed 100% of your Covered Earnings, your Disability Benefit will be reduced by the excess amount.

C. Current Earnings Definition

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

TEMPORARY RECOVERY

You may temporarily recover from your Disability during the Maximum Benefit Period, 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 Period

1. During the first three months including the Benefit Waiting Period: none.
2. During the last nine months of the Maximum Benefit Period: two years for each period of recovery.

B. Effect of Temporary Recovery

If your Temporary Recovery does not exceed the Allowable Period, the following will apply.

1. The Covered Earnings used to determine your Disability Benefit will not change.
2. The period of Temporary Recovery will not count toward your Maximum Benefit Period.
3. No Disability Benefits will be payable for the period of Temporary Recovery.

4. No Disability Benefits will be payable after benefits become payable to you under any other disability coverage plan under which you become covered during your period of recovery.
5. Except as stated above, the provisions of the Plan will be applied as if there had been no interruption of your Disability.

WHEN DISABILITY BENEFITS END

Your Disability Benefits end automatically on the earliest of:

1. The date you are no longer Disabled.
2. The date your Maximum Benefit Period ends.
3. The date benefits become payable to you under any other disability plan under which you become covered through employment with the Employer during a period of Temporary Recovery.
4. The date you fail to provide proof of continued Disability and entitlement to Disability Benefits.
5. The date you die.

COVERED EARNINGS

During the first year of disability, your Covered Earnings will be based on your scheduled biweekly rate of earnings on your last full day of Active Service. Any subsequent change in your earnings will not affect your Covered Earnings.

If you are participating in the Phased Retirement Program when you are certified as disabled, Covered Earnings may not exceed the level of the phased retirement actual salary.

If you continue to be certified as disabled past the end date of the phased retirement agreement, the continuing disability benefit will be based upon the last actual salary amount until the end of the normal disability benefit period.

Covered Earnings means your biweekly rate of earnings from your Employer, including:

1. Contributions you make through a salary reduction agreement with your Employer to:
 - a. An Internal Revenue Code (IRC) Section 403(b), or 457 deferred compensation arrangement; or
 - b. An executive nonqualified deferred compensation arrangement.
2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.
3. Augmentation.
4. Increment.
5. Commutation.
6. Regents' Professor Stipend.
7. Summer research or summer teaching earnings scheduled as of the last full day of Active Service. If none, summer research or summer teaching earnings earned during the 12 months preceding the last full day of Active Service. Summer research and summer teaching earnings will only be paid during the summer months.
8. Duluth Additional Instruction.

Covered Earnings does not include:

1. Bonuses.
2. Commissions.
3. Overtime (or overload) pay.
4. Your Employer's contributions on your behalf to any deferred compensation arrangement or retirement plan.
5. Any other earnings or extra compensation.

OTHER INCOME BENEFITS

While you are Disabled, you may be eligible to receive benefits from other income sources. If so, we may reduce the Disability Benefits payable to you under the Policy by the amount of these Other Income Benefits.

Other Income Benefits include:

1. Any amounts you or your dependents, if applicable, receive (or are assumed to receive*) under:
 - a. the Canada and Quebec Pension Plans;
 - b. the Railroad Retirement Act;
 - c. any local, state, provincial or federal government disability or retirement plan or law as it pertains to your Employer;
 - d. any sick leave or salary continuation plan of your Employer;
 - e. any work loss provision in mandatory "No-Fault" auto insurance.
2. Any Social Security disability or retirement benefits you or any third party receive (or are assumed to receive*) either on your behalf or for your dependents; or, if applicable, which your dependents receive (or are assumed to receive*) because of your entitlement to such benefits.
3. Any retirement plan benefits funded by your Employer. "Retirement plan" means any defined benefit or defined contribution plan sponsored or funded by your Employer.

It does not include an individual deferred compensation agreement; a profit sharing or any other retirement or savings plan maintained in addition to a defined benefit or other defined contribution pension plan, or any Employee savings plan including a thrift, stock option, or stock bonus plan, individual retirement account or 401(k) plan.

4. Any proceeds payable under any franchise or group insurance or similar plan. If there is other insurance that applies to the same claim for Disability, and contains the same or similar provision for reduction because of other insurance, we will pay our pro rata share of the total claim. "Pro rata share" means the proportion of the total benefit that the amount payable under one policy, without other insurance, bears to the total benefits under all such policies.
5. Any amounts you or your dependents, if applicable, receive (or are assumed to receive*) under any Workers' Compensation, occupational disease, unemployment compensation law or similar state or federal law, including all permanent as well as temporary disability benefits. This includes any damages, compromises or settlement paid in place of such benefits, whether or not liability is admitted.
6. Any amounts paid on account of loss of earnings or earning capacity through settlement, judgment, arbitration or otherwise, where a third party may be liable, regardless of whether liability is determined.

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

Dependents include any person who receives (or is assumed to receive*) benefits under any applicable law on account of your entitlement to benefits.

***Assumed Receipt of Benefits**

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

RULES FOR OTHER INCOME BENEFITS

A. Biweekly Equivalent

Each pay period we will determine your Disability Benefit using the Other Income Benefits for the same biweekly period, even if you actually receive the Other Income Benefit in another period.

If you are paid an Other Income Benefits in a lump sum or by a method other than biweekly, we will determine your Disability Benefit using a prorated amount. We will use the period of time to which the Deductible Income applies. If no period of time is stated, we will use a reasonable one.

B. Your Duty to Pursue Other Income Benefits

You must pursue Other Income Benefits for which you may be eligible. We may ask for written documentation of your pursuit of Other Income Benefits. You must provide it within 60 days after we mail you our request. Otherwise, we may reduce your Disability Benefits by the amount we estimate you would be eligible to receive upon proper pursuit of the Other Income Benefits.

C. Pending Other Income Benefits

We will not deduct a pending Other Income Benefit until it becomes payable. You must notify us of the amount of the Other Income Benefit when it is approved. You must repay us for the resulting overpayment of your claim.

D. Overpayment of Claim

We will notify you of the amount of any overpayment of your claim under the plan and any group disability insurance policy. You must immediately repay any overpayment. You will not receive any Disability Benefits until the overpayment has been repaid in full. In the meantime, any Disability Benefits paid 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.

SUBROGATION

If Disability Benefits are paid or payable to you under the Plan as the result of any act or omission of a third party, we will be subrogated to all rights of recovery you may have in respect to such act or omission. You must execute and deliver to us such instruments and papers as may be required and do whatever else is needed to secure such rights. You must avoid doing anything that would prejudice our rights of subrogation.

If you notify us before filing suit or settling your claim against such third party, the amount to which we are subrogated will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees. If suit or action is filed, we may record a notice of payments of Disability Benefits, and such notice shall constitute a lien on any judgment recovered.

If you or your legal representative fails to bring suit or action promptly against such third party, we may institute such suit or action in our name or in your name. We are entitled to retain from any judgment recovered the amount of Disability Benefits paid or to be paid to you or on your behalf, together with our costs of recovery, including attorney fees. The remainder of such recovery, if any, shall be paid to you or as the court may direct.

BENEFITS AFTER COVERAGE ENDS OR IS CHANGED

During each period of continuous Disability, we will pay Disability Benefits according to the terms of the Plan in effect on the date you become Disabled. Your right to receive Disability Benefits will not be affected by:

1. Any amendment to the Plan that is effective after you become Disabled; or
2. Termination of the Plan after you become Disabled.

EFFECT OF NEW DISABILITY

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

1. Disability Benefits will not continue beyond the end of the original Maximum Benefit Period.
2. All provisions of the Plan, including the **What is Not Covered** and **Limitations** sections, will apply to the new cause of Disability.

WHAT IS NOT COVERED

We will not pay any Disability Benefits for a Disability that results, directly, or indirectly, from:

1. Suicide, attempted suicide, or whenever you injure yourself on purpose.
2. War or any act of war, whether or not declared.
3. An Injury, or Sickness that occurs while engaged in the activities of active duty service in the military, navy or air force of any country or international organization. An Injury or Sickness that occurs while engaged in Reserve or National Guard training is not excluded until training extends beyond 31 days.
4. Active participation in a riot.
5. Commission of a felony, or an attempt to commit a felony.
6. Revocation, restriction or non-renewal of your license, permit or certification necessary to perform the duties of your occupation unless due solely to Injury or Sickness otherwise covered by the Policy.

We will not pay Disability Benefits for any period of Disability during which you:

1. Are incarcerated in a penal or corrections institution.
2. Are not receiving Appropriate Care.
3. Fail to cooperate with us in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit due.

4. Refuse to participate in rehabilitation efforts as required by us.
5. Are able to work in your own occupation or any occupation and earn at least 20% of your Covered Earnings, but you elect not to work.

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 Disability 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. Return to Work Responsibility

No Disability Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Covered Earnings, but you elect not to work.

C. Rehabilitation Program

No Disability Benefits will be paid for any period of Disability when you are not participating in good faith in a plan, program or course of medical treatment or vocational training or education approved by us unless your Disability prevents you from participating.

CLAIM PROVISIONS

A. Filing a Claim

You are required to file a claim with the Claims Administrator within 14 days of Sickness or Injury, or as soon as is reasonably possible.

B. Proof of Loss

Proof of Loss means written proof that you are Disabled and entitled to Disability Benefits. 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.

C. Documentation

At your expense, you must submit completed claims statements, your authorization for us to obtain information, and any other items we may reasonably require in support of your claim.

D. 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 Disability Benefits if you fail to attend an examination or cooperate with the examiner.

E. Claimant Cooperation Provision

Failure of a claimant to cooperate with the Plan in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

F. Appeal Procedure

Whenever a claim is denied, you have the right to appeal the decision. You (or your duly authorized representative) must make a written request for appeal to Unum within 180 days from the date you receive the denial. If you do not make this request within that time, you will have waived your right to appeal.

Once your request has been received by Unum, a prompt and complete review of your claim must take place. This review will give no deference to the original claim decision, and will not be made by the person who made the initial claim decision. During the review, you (or your duly authorized representative) have the right to review any documents that have a bearing on the claim, including the documents which establish and control the Plan. Any medical or vocational experts consulted by Unum will be identified. You may also submit issues and comments that you feel might affect the outcome of the review.

Unum has 45 days from the date it receives your request to review your claim and notify you of its decision. Under special circumstances, Unum may require more time to review your claim. If this should happen, the Insurance Company must notify you, in writing, that its review period has been extended for an additional 45 days. Once its review is complete, Unum must notify you, in writing, of the results of the review and indicate the Plan provisions upon which it based its decision.

G. Final University of Minnesota Appeal

Note: The following appeal process only applies to the first twelve months of your claim, during which Disability Benefits are paid by the University of Minnesota.

After you have exhausted all appeal efforts with Unum and you have no new medical documentation to present, you may submit a final, written appeal to Employee Benefits to have your claim reviewed by an independent medical review organization (External Reviewer). Such appeal must be filed within 60 days of receiving notice of the final claim denial from Unum.

Following receipt of your appeal, Employee Benefits will request a copy of your current claim documentation from Unum and will forward the documentation to the External Reviewer. No new information can be presented during the University appeal process.

The External Reviewer retains experienced healthcare professionals who are not employed by the University. The External Reviewer will render a written recommendation to Employee Benefits regarding your appeal within 45 days of receiving all necessary documentation.

Your appeal request may be submitted in email to benefits@umn.edu, or by letter to:

Employee Benefits
University of Minnesota
100 Donhowe Building
319 15th Avenue SE
Minneapolis, MN 55455-0103

The Director of Employee Benefits will make the final determination regarding your appeal within 10 business days of receipt of the External Reviewer's recommendation. This decision will be final, and you will have no further appeal rights.

To appeal benefits past the first twelve months, please refer to the Certificate of Coverage for the Academic Long-term Disability Plan, policy 471836 001.

H. Assignment

The rights and benefits under the Plan are not assignable.

ALLOCATION OF AUTHORITY

We have full and exclusive authority to control and manage the Plan, to administer claims, and to interpret the Plan and resolve all questions arising in its administration, interpretation, and application of the Plan.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Plan and any claim under it;
3. The right to determine:
 - a. Eligibility for coverage;
 - b. Entitlement to benefits;
 - c. Amount of benefits payable;
 - d. Sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Plan, any decision we make in the exercise of our authority is conclusive and binding.

TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after you have given us 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.

CLERICAL ERROR

Clerical error by us, your Employer, Claims Administrator, or their respective employees or representatives will not:

1. Cause a person to become covered.
2. Invalidate coverage under the Plan otherwise validly in force.
3. Continue coverage under the Plan otherwise validly terminated.

TERMINATION OR AMENDMENT OF THE PLAN

We may terminate the Plan in whole, and may terminate coverage for any class or group of Employees, at any time.

Benefits under the Plan are limited to its terms, including any valid amendment. No change or amendment will be valid unless approved by us and evidenced by an amendment.

No agent has authority to change or amend the Plan or to waive any of its terms or provisions.

Any such change or amendment of the Plan may apply to current or future Employees or to any separate classes or groups of Employees.

DEFINITIONS

Active Service means:

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

Benefit Waiting Period means the period you must be continuously Disabled before Medical Leave Benefits or Disability Benefits become payable. See **Coverage Features**.

Disability/Disabled

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

Disability Benefit means the biweekly Disability Benefit payable to you under the terms of the Plan. Disability Benefits begins at the fourth month of disability.

Employee

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

Employer

The Policyholder and any affiliates or subsidiaries covered under the Plan.

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

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.

Injury means any accidental loss or bodily harm that results directly and independently from all other causes from an Accident.

Maximum Benefit Period means the longest period for which Medical Leave Benefits and Disability 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 Disability Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See **Coverage Features**.

Medical Leave Benefit means a salary continuation payment during the first three months of Sickness or Injury.

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.

Noncontributory means (a) coverage is non-elective and the Employer pays the entire cost of coverage; or (b) the Employer requires all eligible Employees to have insurance and to pay all or part of the cost of coverage.

Physical Disease means a physical disease entity or process that produces structural or functional changes in your 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.

Plan means the group disability income benefit plan established by The Employer and identified by the Plan Number.

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

Prior Plan means your Employer's disability plan in effect on the day before the effective date of your Employer's coverage under the Plan and which is replaced by the Plan.

Sickness means a physical or mental illness. It also includes pregnancy.

Years of Service means the number of years you have been employed in an academic appointment that meets the Eligible Class Definition. Years of Service also includes service in any civil service or labor represented appointment of at least 67% time and not less than nine consecutive months in duration, provided there has been no break in service.