# GROUP INSURANCE CERTIFICATE AND SUMMARY PLAN DESCRIPTION



The Northwestern Mutual Life Insurance Company

HOME OFFICE: 720 East Wisconsin Ave., Milwaukee WI 53202

GROUP INSURANCE ADMINISTRATION: PO Box 2177, Portland OR 97208

The Northwestern Mutual Life Insurance Company certifies that you will be insured under the Group Policy described below during the time, in the manner, and for the amounts provided in the Group Policy.

**Chief Executive Officer** 

John E. Schliple

Reprinted 05/15

GROUP POLICY NUMBER L652980

NAME OF

POLICYOWNER House Staff Association

Benefit Trust

TYPE OF COVERAGE Long Term Disability Insurance

GROUP POLICY EFFECTIVE DATE December 2, 1992

GROUP POLICY DELIVERED IN Illinois

# **Important – Please Read This:**

You are insured only if you meet the requirements in Part 2. Becoming Insured. You will remain insured only until your insurance ends, as explained in Part 3. When Insurance Ends.

A Group Policy has been issued to the Policyowner. Your coverage under that Group Policy is shown in this Certificate. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyowner with a revised Certificate or other notice to be given you.

**Please read this Certificate carefully.** This Certificate has a Table of Contents to help you find specific provisions.

The terms "you" and "your" in this Certificate refer to the insured Member. The terms "we", "us", and "our" refer to The Northwestern Mutual Life Insurance Company.

**ERISA Requirements:** ERISA means the employee Retirement Income Security Act of 1974. Under ERISA, the Plan Administrator gives you this Summary Plan Description of the employee benefits insured under the Group Policy. General plan information and a statement of your rights as a plan participant are found at the end of this document.

# TABLE OF CONTENTS

		PAGE
Part	1.	GENERAL DEFINITIONS
Part	2.	BECOMING INSURED
	A.	DEFINITION OF MEMBER
	В.	ELIGIBILITY FOR INSURANCE
	С.	EFFECTIVE DATE OF INSURANCE
	D.	ACTIVE WORK REQUIREMENT
Part	3.	WHEN INSURANCE ENDS
Part	4.	BECOMING INSURED AGAIN AFTER INSURANCE ENDS4
Part	5.	DEFINITION OF DISABILITY 4
Part	6.	LONG TERM DISABILITY INSURING CLAUSE6
Part	7.	EXCLUSIONS AND LIMITATIONS TO LONG TERM DISABILITY INSURANCE 6
	A.	RISKS NOT COVERED6
	В.	LIMITATIONS
Part	8.	SCHEDULE OF LONG TERM DISABILITY INSURANCE
	A.	BEGINNING DATE
	В.	MAXIMUM BENEFIT PERIOD8
	С.	AMOUNT OF LTD BENEFIT
Part	9.	OTHER LONG TERM DISABILITY BENEFITS AND PROVISIONS11
	A.	SURVIVORS BENEFIT
	В.	WAIVER OF PREMIUM
	C	BENEFITS AFTER INSURANCE FNDS OR IS CHANGED 12

D	). ]	RIGHT TO CONVERT YOUR LTD INSURANCE	. 12
Part 1	.0.	CLAIMS PROVISIONS AND PROCEDURES FOR LTD BENEFITS	14
Part 1	1.	TIME LIMITS ON LEGAL ACTIONS AND CERTAIN DEFENSES	19
Part 1	.2.	ASSIGNMENT NOT PERMITTED	20

# INDEX OF DEFINED TERMS

Accidental Bodily Injury		1
Active Work		3
Actively at Work		3
Beginning Date		8
CPI-W		6
Disability	4,	5
Employer		1
Evidence of Insurability		1
Group Policy		1
Hospital		7
Indexed Predisability Earnings		5
Insurance		1
Long Term Disability Insurance		1
LTD Benefit		1
LTD Conversion Insurance		1
Maximum Benefit Period		9
Mental Disorder		7
Preexisting Condition		6
Pregnancy		1
Sickness		1
Survivors Benefit	-	11

#### OUTLINE OF YOUR LONG TERM DISABILITY INSURANCE

THIS OUTLINE IS INTENDED FOR USE WITH THIS CERTIFICATE AND CANNOT BE USED SEPARATELY AS A DESCRIPTION OF YOUR COVERAGE. OTHER PROVISIONS ARE FOUND IN THIS CERTIFICATE. PLEASE READ THIS CERTIFICATE CAREFULLY.

Type of Insurance - Long Term Disability Insurance provides you with income protection if you become Disabled from: a covered Sickness; Accidental Bodily Injury; or Pregnancy.

Your Maximum LTD Benefit is defined in Part 8.C.

Your Income From Other Sources is defined in Part 8.C.

Your Beginning Date is: the 91st day of each period of continuous Disability. See Part 8.A.

Your Maximum Benefit Period is determined by your age when you become Disabled. See Part 8.B.

Disability - Disability is defined in Part 5.

Exclusions and Limitations - This Insurance does not cover any disability resulting from the following: (1) War; (2) Intentionally Self-Inflicted Injury; and (3) Preexisting Condition. This Insurance is also subject to limitations described under the following headings: (1) Beginning Date; (2) Maximum Benefit Period; and (3) Care of a Physician or Practitioner. A detailed explanation of these exclusions and limitations is found in Part 7.

Becoming Insured - Parts 2. and 3. explain when you become insured and when Insurance ends. The Policyowner pays the entire cost of your Insurance.

#### Part 1. GENERAL DEFINITIONS

Employer means: House Staff Association Benefit Trust and each subsidiary or affiliate approved in writing by us.

Group Policy means: our group policy number L652980 issued to the Policyowner.

Long Term Disability Insurance means: your disability insurance under the Group Policy, but does not include LTD Conversion Insurance under the LTD Conversion Insurance Rider to the Group Policy.

Insurance means: your Long Term Disability Insurance under the Group Policy, but does not include LTD Conversion Insurance under the LTD Conversion Insurance Rider to the Group Policy.

LTD Benefit means: the monthly Long Term Disability Insurance benefit payable to you according to the terms of the Group Policy, but does not include the LTD Conversion Insurance Benefit payable according to the terms of the LTD Conversion Insurance Rider to the Group Policy.

LTD Conversion Insurance means: disability insurance under the LTD Conversion Insurance Rider to the Group Policy.

Sickness means: your sickness, illness, or disease.

Pregnancy means: your pregnancy, childbirth, or related medical conditions.

Accidental Bodily Injury means: an injury to your body caused by an accident.

Providing Evidence of Insurability, if required, means you must:

- 1. Complete and sign a health and medical history form provided by us;
- 2. Sign our form authorizing us to obtain information about your health; and
- 3. Provide any additional information about your insurability we reasonably require.

All required information must be provided to us at your expense.

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#### Part 2. BECOMING INSURED

To become insured you must meet both of the following requirements plus the Active Work requirement:

- 1. You must be a Member.
- 2. You must be eligible for Insurance.

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#### A. DEFINITION OF MEMBER

You must be a Member. You are a Member if you are all of the following:

- 1. An active Resident or Fellow of the Employer on staff at Cook County Hospital, other than a temporary or seasonal employee;
- 2. Regularly scheduled to work at least 30 hours each week; and
- 3. A citizen or resident of the United States or Canada.

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#### B. ELIGIBILITY FOR INSURANCE

You must be eligible for Insurance. You are eligible for Insurance on the effective date of the Group Policy if you are a Member on that date. Otherwise, you will become eligible for Insurance on your first day as a Member.

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#### C. EFFECTIVE DATE OF INSURANCE

Your Insurance will become effective on the date you become eligible if you meet the Active Work requirement on that date.

#### D. ACTIVE WORK REQUIREMENT

If you were Disabled on the day before the scheduled effective date of your Insurance, then the effective date of your Insurance will be delayed until the first day after you complete one full day of Active Work.

For purposes of this Active Work requirement, you are Disabled if: you are unable, as a result of Sickness, Accidental Bodily Injury, or Pregnancy, to perform the Material Duties of your Own Occupation.

If your classification changes after the date you become Disabled, your benefits under the Group Policy will be determined by your classification in effect on your last full day of Active Work before you become Disabled.

Active Work and Actively at Work mean: performing the Material Duties of your job at your Employer's usual place of business.

This Active Work requirement also applies to any increase in your Insurance.

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#### Part 3. WHEN INSURANCE ENDS

Your Insurance will end automatically on the earliest of the following dates:

- 1. The date you cease to be a Member as defined in Part 2.A.
- 2. The date you become a full-time member of the armed forces of any country.
- 3. The date the Group Policy terminates.
- 4. The date you cease to be Actively at Work for your Employer on your regular work days because of: (a) a temporary layoff; or (b) a general work stoppage (including a strike or lockout) resulting from a labor dispute.
- 5. The date you exercise your Right To Convert your Long Term Disability Insurance as described in Part 9.D.
- 6. The date you cease to be Actively at Work for your Employer on your regular work days for any other reason. However, your Insurance may be continued (unless it ends under items 1. through 4. above) during the following periods while you are absent from Active Work:
  - a. While you are receiving full salary (including sick pay) from your Employer;
  - b. During the period of your Disability that precedes your Beginning Date and while LTD Benefits are payable; and

c. During a leave of absence approved by your Employer and scheduled to last for 30 days or less.

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#### Part 4. BECOMING INSURED AGAIN AFTER INSURANCE ENDS

You may become insured again under the Group Policy after your Insurance ends. The general rule is that you may become insured again on the same basis as a new Member, as provided in Part 2. However, if your Insurance ends because you cease to be a Member, you will be immediately eligible for Insurance if you become a Member again within 90 days after your Insurance ends.

Your Insurance will become effective again on the date determined from Part 2. It will not be retroactive to the date your Insurance ended. Your Insurance will be subject to the Preexisting Condition exclusion in Part 7., as follows:

- 1. If you become insured again more than 90 days after your Insurance ends, the Preexisting Condition exclusion will apply to any condition which is a Preexisting Condition on the date you become insured again.
- 2. If you become insured again within 90 days after your Insurance ends, the Preexisting Condition exclusion will apply to any condition which was a Preexisting Condition at the start of the prior period of Insurance. For this purpose only, the two periods of Insurance will be treated as one period of continuous Insurance. The period when you were not insured will be ignored. (The same principles will apply if your Insurance ends two or more times and each time you become insured again within 90 days. The three or more periods of Insurance will be added together for purposes of the Preexisting Condition exclusion).

Note: After your LTD Benefits for a period of Disability end, your Insurance will continue without any interruption if you are a Member and immediately return to Active Work for your Employer. This Part 4. will not apply since your Insurance continues while you are receiving LTD Benefits.

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#### Part 5. DEFINITION OF DISABILITY

You are only required to be Disabled from your Own Occupation.

You are Disabled from your Own Occupation if, as a result of Sickness, Accidental Bodily Injury or Pregnancy, you are EITHER:

- 1. Unable to perform with reasonable continuity the Material Duties of your Own Occupation; OR
- 2. Unable to earn more than 80% of your Indexed Predisability Earnings while working in your Own Occupation.

Under this definition of Disability, you will be considered Disabled while working in another occupation if you are Disabled from your Own Occupation. There is no limit on the amount you can earn from work in another occupation while you are Disabled from your Own Occupation. However, one-half the amount of your earnings will be Income From Other Sources used to reduce the amount of your LTD Benefit.

Own Occupation means: Any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as your regular and ordinary employment with your Employer. Your Own Occupation is not limited to your specific job with your Employer or to your specific area of specialization, interest or expertise within the general occupation.

Material Duties means: Essential tasks, functions and operation, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation.

Indexed Predisability Earnings used for purposes of the income protection guarantee in the definition of Disability means an amount determined as follows:

Until you have been Disabled for one year, your Indexed Predisability Earnings will equal your Predisability Earnings on your last full day of Active Work before you became Disabled. Thereafter, we will increase the amount of your Indexed Predisability Earnings on each anniversary of the date you became Disabled. The amount of each increase will equal: the rate of increase in the Consumer Price Index (CPI-W) during the preceding calendar year; multiplied by your Indexed Predisability Earnings during the preceding year of Disability.

There will never be a decrease in your Indexed Predisability Earnings, even if there is a drop in the Consumer Price Index (CPI-W).

CPI-W means: the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the index is discontinued or changed, we may use another nationally published index which is comparable to the CPI-W.

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#### Part 6. LONG TERM DISABILITY INSURING CLAUSE

Subject to all the terms of the Group Policy, we will pay the LTD Benefit described in Part 8. upon receipt of satisfactory written proof that you have become Disabled while insured under the Group Policy.

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#### Part 7. EXCLUSIONS AND LIMITATIONS TO LONG TERM DISABILITY INSURANCE

#### A. RISKS NOT COVERED

- 1. War: You are not covered for a disability caused by: war; or any act of war. War means: declared or undeclared war, whether civil or international; and any substantial armed conflict between organized forces of a military nature.
- 2. Intentionally Self-inflicted Injury: You are not covered for a disability caused by an intentionally self-inflicted injury.
- 3. Preexisting Condition: You are not covered for a disability caused by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless you meet both of the following requirements on the date you become Disabled:
  - a. You have been continuously insured under the Group Policy for at least 12 months; and
  - b. You have been Actively at Work for at least one full day after those 12 months of continuous Insurance.

Preexisting Condition means: a mental or physical condition for which you have done any of the following at any time during the 90 day period just before the effective date of your Insurance:

- a. Consulted a Physician.
- b. Received medical treatment or services.
- c. Taken prescribed drugs or medications.

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#### B. LIMITATIONS

- 1. Beginning Date: No LTD Benefits are payable for the period of your Disability that precedes your Beginning Date.
- 2. Maximum Benefit Period: No LTD Benefits are payable after the end of the Maximum Benefit Period.
- 3. Care of a Physician or Practitioner: you must be under the ongoing care of a Physician Or Practitioner. No LTD Benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician or Practitioner.

Physician or Practitioner means: a licensed medical professional, other than yourself, acting within the scope of the license. If Disability is primarily due to any Mental Disorder, Physician or Practitioner means a Psychiatrist or a licensed Doctoral level Psychologist, other than yourself.

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#### Part 8. SCHEDULE OF LONG TERM DISABILITY INSURANCE

This Schedule of Long Term Disability Insurance has three sections:

- A. BEGINNING DATE
- B. MAXIMUM BENEFIT PERIOD
- C. AMOUNT OF LTD BENEFIT

You must read each section to understand: when LTD Benefits are payable; and how LTD Benefits are calculated.

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### A. BEGINNING DATE

Beginning Date means: the date during your continuous period of Disability on which LTD Benefits become payable.

Your Beginning Date is: the 91st day of each period of continuous Disability.

You will begin to accrue days toward your Beginning Date on the date you become Disabled. LTD Benefits are never payable for the period of your Disability that precedes your Beginning Date.

You must be seen regularly and treated by a Physician during the period of your Disability that precedes your Beginning Date.

Temporary Recovery Prior to the Beginning Date:

Temporary recovery from your Disability before your Beginning Date will have the following effect: For purposes of accruing days toward your Beginning Date, all separate periods of Disability from the same cause or causes will be added together and treated as one period of continuous Disability. However, you must accrue the full 90 days toward your Beginning Date within a period of 120 consecutive days.

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#### B. MAXIMUM BENEFIT PERIOD

Your Age When

Maximum Benefit Period means: the longest period of time for which LTD Benefits are payable for any one period of continuous Disability, whether from one or more causes.

Your Maximum Benefit Period is determined as follows:

Disability Begins													Benefit Period					
6	1	or	У	วนเ	nge	er	•			•			•	•	•	•		To Social Security Normal Retirement Age (see table below)
6	2																	3 years 6 months*
6	3																	3 years*
6	4																	2 years 6 months*
6	5																	2 years
6	6																	1 year 9 months
6	7																	1 year 6 months
6	8																	1 year 3 months
6	9	or	0.	lde	er		•										•	1 year

Your Maximum

<sup>\*</sup> or to Social Security Normal Retirement Age, whichever is longer

Your Social Security Normal Retirement Age is determined as follows:

Retirement Age

Year of Birth

10011	01 211 01	-				1.00110 1190
1937	or earli	Ler	 		•	. 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	through	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
1960	or later		 			. 67

Your Maximum Benefit Period starts on your Beginning Date. During the Maximum Benefit Period, LTD Benefits are paid at the end of each monthly period for which you qualify for LTD Benefits. LTD Benefits will stop at your death or at any time during the Maximum Benefit Period when you no longer qualify for LTD Benefits. LTD Benefits will stop at the end of the Maximum Benefit Period even if you are still Disabled.

Temporary Recovery During the Maximum Benefit Period:

After LTD Benefits become payable, temporary recovery from your Disability will have the following effect: For purposes of continuing LTD Benefits during the Maximum Benefit Period, any two periods of Disability from the same cause or causes will be added together and treated as one period of continuous Disability if they are separated by a period of recovery of less than 180 days. Thus: you will not need to accrue days toward a new Beginning Date; and the Maximum Benefit Period will be the balance of the Maximum Benefit Period remaining unused before the period of recovery.

No LTD Benefits will be payable under this provision after benefits become payable to you under any other group long term disability insurance policy. This rule prevents double coverage if you become insured under another group policy while you are working during a period of temporary recovery.

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#### C. AMOUNT OF LTD BENEFIT

Your LTD Benefit equals: your Maximum LTD Benefit reduced by your Income From Other Sources.

Your Maximum LTD Benefit is: \$2,500.

The minimum LTD Benefit is: \$100.

Income From Other Sources means one-half the amount of your earnings from work while LTD Benefits are payable, including earnings from your Employer, any other employer, or self-employment.

Rules for Income From Other Sources

Each month your LTD Benefit will be reduced by the Income From Other Sources for the same monthly period, even if you actually receive the Income From Other Sources in another month.

If you receive any Income From Other Sources periodically other than monthly, we will determine the monthly equivalent and use that amount to reduce your LTD Benefit.

If you receive any Income From Other Sources in a lump sum, we will prorate the lump sum over the period of time for which the lump sum was paid and use that amount to reduce your LTD Benefit. If no period of time is stated, we will determine the maximum period of time to which the lump sum is fairly attributable and prorate the lump sum over that period of time.

With respect to Income From Other Sources which you are claiming but have not yet received, we will offer you the following options:

- Option 1. We will reduce your LTD Benefit each month by the monthly amount of the Income From Other Sources you expect to receive for that period. You will be repaid by us if this results in an underpayment of your claim for LTD Benefits. You must repay us if this results in an overpayment of your claim for LTD Benefits.
- Option 2. We will pay you an LTD Benefit that is not reduced by such Income From Other Sources until your claim for that Income From Other Sources is approved. You must repay us for any resulting overpayment of your claim for LTD Benefits.

Option 2. becomes effective automatically if you fail to make a choice.

You must notify us of the amount of the Income From Other Sources when it is approved. If it is approved for a period when we have already paid an LTD Benefit, we will recompute the amount of the LTD Benefit which was payable to you for that period. If you have been underpaid, we will pay you the amount of any such underpayment with interest at a rate determined by us. If you have been overpaid, we will notify you of the amount of the overpayment. You must immediately repay us the amount of the overpayment. You will not receive any payments from us until we have been repaid in full. In the meantime, any LTD Benefits that become payable will be applied to reduce the amount of the overpayment of your claim for LTD Benefits.

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#### Part 9. OTHER LONG TERM DISABILITY BENEFITS AND PROVISIONS

#### A. SURVIVORS BENEFIT

If you die while LTD Benefits are payable to you, we will pay a lump sum benefit, called the Survivors Benefit. The following rules will apply:

- 1. The Survivors Benefit will be equal to three times the amount of your Maximum LTD Benefit.
- 2. Any Survivors Benefit payable will first be applied to reduce the amount of any outstanding overpayment of your claim for LTD Benefits.
- 3. The Survivors Benefit will be paid to the first surviving class of the following classes:
  - a. Your Spouse.
  - b. Your children.
  - c. Your parents.
  - d. Your estate, if you are not survived by a spouse, child, or parent.

#### Spouse means:

- 1. A person to whom you are legally married; or
- 2. Your Civil Union Partner. Civil Union Partner means a person who is party to a civil union with you as defined by applicable law.

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#### B. WAIVER OF PREMIUM

Your Long Term Disability Insurance in effect when you become Disabled will be continued without payment of premiums while LTD Benefits are payable.

If a period of continuous Disability is extended by a new cause while LTD Benefits are payable, LTD Benefits will continue while you remain Disabled, subject to the terms of the Group Policy and the following rules:

- 1. LTD Benefits will not continue beyond the end of the original Maximum Benefit Period.
- 2. No LTD Benefits will be paid for any extension of a period of continuous Disability caused by a risk excluded under Part 7.

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#### C. BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

Your right to receive LTD Benefits for a period of continuous Disability which begins while you are insured under the Group Policy will not be affected by:

- 1. The termination of the Group Policy after the date you become Disabled;
- 2. The termination of your Insurance while the Group Policy remains in force; or
- 3. Any amendment to the Group Policy approved after the date you become Disabled.

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# D. RIGHT TO CONVERT YOUR LTD INSURANCE

If your Insurance ends, you may have a Right to Convert your Long Term Disability Insurance. Depending on your age or citizenship status, you may convert to an individual disability income policy as described in 3. below. If you do not qualify to convert to an individual income policy, you may convert to LTD Conversion Insurance under the LTD Conversion Insurance Rider to the Group Policy as described in 4. Below.

# 1. When You Have the Right to Convert

You will have a Right to Convert if you choose to do so within 61 days after immediately preceding the date you complete training as a resident or fellow at Cook County Hospital, provided that all of the following conditions are met:

- a. Your Insurance would otherwise end because you have completed training as a resident or fellow at Cook County Hospital;
- b. You have paid any required premium contribution for your Insurance;
- c. You have been insured under the Policyowner's group long term disability insurance for at least one year on the date your Insurance ends;
- d. You are not Disabled on the date your Insurance ends;
- e. You are a citizen or resident of the United States or Canada; and
- f. You are not eligible for insurance under any other employer's long term disability insurance program.

#### 2. Exercising the Right to Convert

If you have a Right to Convert, you must:

- a. Apply to us in writing for conversion coverage on a form satisfactory to us; and
- b. Pay the first premium for your converted coverage.

If you exercise your Right to Convert, your conversion coverage will become effective on the day after your Insurance ends.

3. LTD Conversion Insurance Under an Individual Disability Income Policy

You may have the Right to Convert to an individual disability income policy if you meet the conditions in 1. above and if you are both of the following:

- a. A citizen or resident of the United States; and
- b. Under age 60.

Your benefit amount if you convert to an individual disability income policy will be the maximum LTD Benefit payable to you if you become Disabled on the day before your Insurance ended and had no Income From Other Sources.

The form of this individual disability income policy will be determined by us according to the conversion guidelines in effect at the time of conversion.

#### 4. LTD Conversion Insurance Under the LTD Conversion Insurance Rider

If you meet the conditions in 1. above, and you are not eligible to convert to an individual disability income policy as described in 3. Above, you have the Right to Convert to LTD Conversion Insurance under the LTD Conversion Insurance Rider to the Group Policy.

Your benefit amount will be the maximum LTD Benefit payable to you if you became Disabled on the day before your Insurance ended and had no Income From Other Sources.

LTD Conversion Insurance is not a continuation of your Insurance. It is a separate and distinct coverage under the LTD Conversion Insurance Rider to the Group Policy. The Exclusions and Limitations, Beginning Date, Maximum Benefit Period, definition of Income From Other Sources, and other plan features may differ from those found in your Insurance. You may obtain a copy of the LTD Conversion Insurance Rider from the Policyowner. The cost of LTD Conversion Insurance is shown in the LTD Conversion Insurance Rider. Premiums are age-graded and payable quarterly.

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#### Part 10. CLAIMS PROVISIONS AND PROCEDURES FOR LTD BENEFITS

#### A. PAYMENT OF BENEFITS

LTD Benefits will be paid to you. Any LTD Benefit remaining unpaid at your death will be paid to the person or persons receiving the Survivors Benefit.

#### B. TIME LIMITS FOR FILING A CLAIM

You must claim LTD Benefits within 120 days after your Beginning Date or as soon thereafter as reasonably possible. In any case, you must make such claim within one year after the end of that 120 day period. Claims

not filed within these time limits will be denied and no LTD Benefit will be paid. These limits will not apply during any period when you lacked the legal capacity to file a claim.

#### C. FILING A CLAIM

All claims for LTD Benefits should be submitted on our forms. You should obtain claim forms from the Policyowner or the Plan Administrator.

You may also request claim forms from us. If we fail to provide you with claim forms within 15 days of your request, you may submit your claim in a letter stating the occurrence, character, and extent of the event for which the claim is made.

#### D. PROOF OF LOSS

Each of the following elements of proof of loss must be provided to us at your expense. No LTD Benefits will be paid until we receive satisfactory written proof:

- 1. That you became Disabled while insured under the Group Policy.
- 2. That you were Disabled throughout: (a) the period of your Disability that precedes your Beginning Date; and (b) the period for which LTD Benefits are claimed.
- 3. That your Disability results from a cause not excluded in Part 7.
- 4. That you are being seen regularly and treated by a Physician.
- 5. Of such other information as we may reasonably require in connection with your claim for LTD Benefits.

If your claim is approved, no LTD Benefits will be continued beyond the end of the period for which you have provided us with satisfactory written proof of loss.

#### E. DOCUMENTATION

At your expense, you must submit completed claims statements, your signed authorization for us to obtain information, and any other items we may reasonably require in support of your claim. If you do not provide the documentation within 45 days after we mail you a request, your claim may be denied.

#### F. DOCUMENTATION OF INCOME FROM OTHER SOURCES

Documentation of Income From Other Sources must be provided to us at your expense.

If we reasonably believe that you are receiving or are eligible to receive Income From Other Sources, we have the right to require satisfactory written documentation:

- 1. That you have made timely claim for the Income From Other Sources;
- 2. That you have properly pursued each claim; and
- 3. Of the amount of the Income From Other Sources.

We will send you a written request for any required documentation. You must provide such documentation within 60 days after the written request is mailed to you. Otherwise, we, at our sole discretion, may choose to reduce your LTD Benefits by the amount we reasonably believe you are receiving or would have been eligible to receive upon timely and proper pursuit of a claim for the Income From Other Sources. If your claim for LTD Benefits has been overpaid, we will notify you of the amount of the overpayment. You must immediately repay us for the amount of the overpayment. You will not receive any payments from us until we have been repaid in full. In the meantime, any LTD Benefits that become payable will be applied to reduce the amount of the overpayment of your claim for LTD Benefits.

If you later provide the required documentation within a reasonable time, we will recompute the amount of LTD Benefits which were payable. If you have been overpaid, we will notify you of the amount of the overpayment and the overpayment will be handled as above. If you have been underpaid, we will pay you the amount of the underpayment with interest at a rate determined by us.

#### G. INVESTIGATION OF YOUR CLAIM

We have the right at any time to conduct an investigation of your claim. No LTD Benefits will be paid until we have had a reasonable time to conduct an investigation.

#### H. INDEPENDENT EXAMINATION

We have the right to have you examined at our expense at reasonable intervals while you are claiming LTD Benefits. Any such examinations will be conducted by one or more Physicians or vocational specialists of our choice.

We have the right to defer or suspend payment of LTD Benefits if you: fail to attend an examination; or fail to cooperate with the person conducting the examination. In such a case LTD Benefits may be resumed, provided that: the required examination occurs within a reasonable time; and LTD Benefits are otherwise payable.

#### I. NOTICE OF DECISION ON CLAIM

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

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

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

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

- 1. The reasons for the decision;
- 2. Reference to the parts of the Group Policy on which the decision is based;
- 3. Reference to any internal rule or guideline relied upon in making the decision;

- 4. A description of any additional information needed to support your claim;
- 5. Information concerning your right to a review of the decision;
- 6. Information concerning your right to bring a civil action for benefits under Section 502(a) of ERISA if your claim is denied on review.

#### J. REVIEW PROCEDURE

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

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

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

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

If we extend the review period, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim on review; and (c) any additional information we need to decide your claim. If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may conclude the review of your claim based on the information we have received.

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

- 1. The reasons for the decision;
- 2. Reference to the parts of the Group Policy on which the decision is based;
- 3. Reference to any internal rule or guideline relied upon in making the decision;
- 4. Information concerning your right to receive free of charge copies of non-privileged documents and records relevant to your claim;
- 5. Information concerning your right to bring a civil action for benefits under Section 502(a) of ERISA.

The Group Policy does not provide voluntary alternative dispute resolution options. However, you may contact your local U.S. Department of Labor office and your State Insurance Regulatory Agency for assistance.

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#### Part 11. TIME LIMITS ON LEGAL ACTIONS AND CERTAIN DEFENSES

No action at law or in equity may be brought to recover under the Group Policy until 60 days after written proof of loss has been provided to us.

Any statement you make to obtain Insurance will be a representation and not a warranty. No misrepresentation by you will be used to: reduce your claim; deny your claim; or deny the validity of your Insurance unless:

- 1. Your Insurance would not have been approved except for your misrepresentation;
- 2. Your misrepresentation is contained in a written instrument signed by you; and

3. You have been given a copy of the written instrument that contains your misrepresentation.

After your Insurance has been in effect for two years, no misrepresentation by you, except a fraudulent misrepresentation made with actual intent to deceive, will be used to: reduce your claim; deny your claim; or deny the validity of your Insurance.

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#### Part 12. ASSIGNMENT NOT PERMITTED

Your Certificate is not assignable. The Insurance provided and benefits payable are not assignable.

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# Your Northwestern Mutual Financial Representative

Bradford Graham, CLU, RHU
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