



Lynda S. Von Bargaen, Office Of Human Resources
and Strategic Talent Management
Montgomery College
900 Hungerford Drive
Rockville, MD 20850

Re: Sample Short Term Disability Program Description ("Sample PD")

Dear Lynda S. Von Bargaen:

It is the understanding of Metropolitan Life Insurance Company ("MetLife") that your Short Term Disability Program is not subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). The enclosed information is being provided to you at your request as part of MetLife's dedication to customer service.

In accordance with your approval of the intended program design set forth in the Plan, Rates, Services Summary (PRSS), enclosed herein please find a sample Program Description. Please note that it is part of MetLife's standard services only to provide a sample Program Description for a customer to review with its own legal counsel to ensure consistency with the operation of the Program and consistency with any other documents under your Program. While MetLife has agreed to provide you with the sample Program Description, you as the employer are legally responsible to comply with any requirements under applicable laws and for ensuring that this sample Program Description is accurate and updated when necessary.

Finally, pursuant to the terms of the Administrative Services Agreement entered into between you and MetLife, please provide MetLife with a final version of your Program Description.

Sincerely,

Jackie Anglim
Client Service Consultant
Employee Benefits Sales
Metropolitan Life Insurance Company
501 Route 22, Bridgewater, NJ 08807
Tel (908) 253-1182

Enclosure

DRAFT SPECIMEN

YOUR PROGRAM DESCRIPTION

Montgomery College

Disability Income Coverage: Short Term Benefits

Effective January 1, 2019

Please note that Metropolitan Life Insurance Company and its agents are not in the business of practicing law or providing legal services to group customers. This Program Description is merely a draft specimen, which You should review with Your own tax or legal advisors to ensure compliance with applicable laws prior to use. MetLife and its agents do not make any representations as to this document's compliance with applicable laws. Changes may be necessary to assure compliance with law and to assure consistency with Your specific program provisions and program administration.

YOUR PROGRAM DESCRIPTION

INTRODUCTION

This Program Description describes the benefits available to you under the self-funded Disability Income Coverage: Short Term Benefits Program ("Program") of Montgomery College. Please read this booklet carefully to become familiar with your benefits. This program is effective as of January 1, 2019.

This is a self-funded Disability Income Coverage: Short Term Benefits Program provided by the Employer. Metropolitan Life Insurance Company ("MetLife") does not insure the benefits described in this booklet.

Claims are administered on behalf of this Program by Your Employer, pursuant to the terms of an administrative service agreement.

Please note that the terms "You" and "Your" throughout this booklet refer to the employee, except where otherwise indicated. Many of the terms that are important in understanding your benefits are explained in the DEFINITIONS section.

Montgomery College

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BENEFITS AT A GLANCE

This section provides You with a brief outline of Your benefits. Certain limitations and exclusions may apply to any benefit or benefit amount. It is important that You refer to the provisions contained in this Program Description for details about Your benefits.

BENEFIT	BENEFIT AMOUNT AND HIGHLIGHTS
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Disability Income Coverage For You: Short Term Benefits

Weekly Benefit:

If You have at least 6 months of service but less than 3 years of service	50% Your Predisability Earnings, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
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If You have at least 3 years of service but less than 10 years of service	60% Your Predisability Earnings, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
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If You have at least 10 or more years of service	80% Your Predisability Earnings, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
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Minimum Weekly Benefit.....	As determined by the program
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Maximum Weekly Benefit.....	As determined by the program
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Elimination Period.....	For Injury
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- none

For Sickness

- the later of: 0 days due to a Sickness or the date Your employer provided salary continuation or accumulated sick leave payments end.

If You are Disabled as a result of outpatient surgery, benefits begin on the later of the date Your surgery occurs or the date Your employer provided salary continuation or accumulated sick leave payments end. For all other Disabilities, benefits begin on the day after You complete the Elimination Period.

Maximum Benefit Period.....	Up to 365 calendar days. Benefits cover normal work schedules, one year for 12 month employees and an academic year for faculty.
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Rehabilitation Incentives.....	Yes
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DEFINITIONS

As used in this Program Description, the terms listed below will have the meanings set forth below. When defined terms are used in this Program Description, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

Actively at Work or Active Work means that You are performing all of the usual and customary duties of Your job on a Full-Time or Part-Time basis. This must be done at:

- the Employer's place of business;
- an alternate place approved by the Employer; or
- a place to which the Employer's business requires You to travel.

You will be deemed to be Actively at Work during weekends or Employer approved vacations, holidays or business closures if You were Actively at Work on the last scheduled work day preceding such time off.

Appropriate Care and Treatment means medical care and treatment that is:

- given by a Physician whose medical training and clinical specialty are appropriate for treating Your Disability;
- consistent in type, frequency and duration of treatment with relevant guidelines of national medical research, health care coverage organizations and governmental agencies;
- consistent with a Physician's diagnosis of Your Disability; and
- intended to maximize Your medical and functional improvement.

Beneficiary means the person(s) to whom benefits will be paid as determined in accordance with the section entitled GENERAL PROVISIONS.

Claim Administrator means Metropolitan Life Insurance Company ("MetLife"), New York, New York. The Claim Administrator does not insure the benefits described in this Program Description.

Disabled or Disability means that, due to Sickness or as a direct result of accidental injury:

- You are receiving Appropriate Care and Treatment and complying with the requirements of such treatment; and
- You are unable to perform each of the material duties of any gainful occupation for which You are reasonably qualified taking into account Your training, education and experience.

For purposes of determining whether a Disability is the direct result of an accidental injury, the Disability must have occurred within 90 days of the accidental injury and resulted from such injury independent of other causes.

If Your occupation requires a license, the fact that You lose Your license for any reason will not, in itself, constitute Disability.

Elimination Period means the period of Your Disability during which This Program does not pay benefits. The Elimination Period begins on the day You become Disabled and continues for the period shown in the BENEFITS AT A GLANCE.

Employer means Montgomery College.

Full-Time means Active Work of at least 40 hours per week on the Employer's regular work schedule for the eligible class of employees to which You belong.

DEFINITIONS (continued)

Noncontributory Coverage means coverage for which the Employer does not require You to pay any part of the cost of coverage.

Part-Time means Active Work of at least 20 hours per week but less than 40 hours per week on the Employer's regular work schedule for the eligible class of employees to which You belong.

Physician means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; or
- any other person whose services, according to applicable law, must be treated as Physician's services for purposes of the group benefits. Each such person must be licensed in the jurisdiction where he performs the service and must act within the scope of that license. He must also be certified and/or registered if required by such jurisdiction.

The term does not include:

- You;
- Your Spouse; or
- any member of Your immediate family including Your and/or Your Spouse's:
 - parents;
 - children (natural, step or adopted);
 - siblings;
 - grandparents; or
 - grandchildren.

Predisability Earnings means gross salary or wages You were earning from the Employer as of Your last day of Active Work before Your Disability began.

The term includes:

- contributions You were making through a salary reduction agreement with the Employer to any of the following:
 - an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
 - an executive non-qualified deferred compensation arrangement; and
 - Your fringe benefits under an IRC Section 125 plan.

The term does not include:

- commissions;
- awards and bonuses;
- overtime pay;
- the grant, award, sale, conversion and/or exercise of shares of stock or stock options;
- the Employer's contributions on Your behalf to any deferred compensation arrangement or pension plan; or
- any other compensation from the Employer.

DEFINITIONS (continued)

Proof means Written evidence satisfactory to the Claim Administrator that a person has satisfied the conditions and requirements for any benefit described in this Program Description. When a claim is made for any benefit described in this Program Description, Proof must establish:

- the nature and extent of the loss or condition;
- This Program's obligation to pay the claim; and
- the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

Rehabilitation Program means a program that has been approved by the Claim Administrator for the purpose of helping You return to work. It may include, but is not limited to, Your participation in one or more of the following activities:

- return to work on a modified basis with a goal of resuming employment for which You are reasonably qualified by training, education, experience and past earnings;
- on-site job analysis;
- job modification/accommodation;
- training to improve job-seeking skills;
- vocational assessment;
- short-term skills enhancement;
- vocational training; or
- restorative therapies to improve functional capacity to return to work.

Sickness means illness, disease or pregnancy, including complications of pregnancy.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, which is on or transmitted by paper or electronic media which is acceptable to the Claim Administrator, and consistent with applicable law.

Spouse means Your lawful spouse. Wherever the term "Spouse" appears in the Program Description it shall, unless otherwise specified, be read to include Your Domestic Partner.

This Program means the self-funded Disability Income Coverage: Short Term Benefits program of the Employer.

Written or **Writing** means a record which is on or transmitted by paper or electronic media which is acceptable to the Claim Administrator and consistent with applicable law.

You and **Your** mean an employee who is eligible for the benefits described in this Program Description.

ELIGIBILITY PROVISIONS: COVERAGE FOR YOU

ELIGIBLE CLASS(ES)

All Full-Time and Part-Time employees of the Employer working in the United States.

DATE YOU ARE ELIGIBLE FOR COVERAGE

You may only become eligible for the coverage available for Your eligible class as shown in the section entitled BENEFITS AT A GLANCE.

You will be eligible for coverage described in this Program Description on the later of:

1. January 1, 2019; and
2. the day after the date You complete the Waiting Period of 6 months.

Waiting Period means the period of continuous membership in an eligible class that You must wait before You become eligible for coverage. This period begins on the date You enter an eligible class and ends on the date You complete the period(s) specified.

ENROLLMENT PROCESS

If You are eligible for coverage, You may enroll for such coverage by completing an enrollment form.

DATE YOUR COVERAGE TAKES EFFECT

Rules for Noncontributory Coverage

When You complete the enrollment process for Noncontributory Coverage, such coverage will take effect on the date You become eligible, provided You are Actively at Work on that date.

If You are not Actively at Work on the date the Noncontributory Coverage would otherwise take effect, coverage will take effect on the day You resume Active Work.

DATE YOUR COVERAGE ENDS

Your coverage will end on the earliest of:

1. the date This Program ends; or
2. the date coverage ends for Your class; or
3. the end of the period for which the last premium has been paid for You; or
4. the date You cease to be in an eligible class. You will cease to be in an eligible class on the date You cease Active Work in an eligible class, if You are not Disabled on that date; or
5. the date Your employment ends; or
6. the date You retire in accordance with the date Your employment ends.

CONTINUATION OF COVERAGE

FOR FAMILY AND MEDICAL LEAVE

Certain leaves of absence may qualify for continuation of coverage under the Family and Medical Leave Act of 1993 (FMLA), or other legally mandated leave of absence or similar laws. Please contact the Employer for information regarding such legally mandated leave of absence laws.

AT THE EMPLOYER'S OPTION

The Employer has elected to continue coverage by paying contributions for employees who are not Disabled and cease Active Work in an eligible class for any of the reasons specified below.

Disability Income Coverage will continue for the following periods:

1. if You cease Active Work due to injury or sickness, for a period in accordance with the Employer's general practice for an employee in Your job class;;
2. for the period You cease Active Work in an eligible class due to layoff, up to the end of the month in which You cease Active Work.
3. for the period You cease Active Work in an eligible class due to an unpaid leave of absence up to the end of the month You in which cease Active Work;
4. for the period You cease Active Work in an eligible class due to a paid leave of absence up to the end of the approved leave of absence.

For purposes of this provision, leave of absence does not include a furlough. Furlough means an employer-mandated leave of absence.

At the end of any of the continuation periods listed above, Your coverage will be affected as follows:

- if You resume Active Work in an eligible class at this time, You will continue to be covered under This Program;
- if You do not resume Active Work in an eligible class at this time, Your employment will be considered to end and Your coverage will end in accordance with the DATE YOUR COVERAGE ENDS subsection of the section entitled ELIGIBILITY PROVISIONS: COVERAGE FOR YOU.

DISABILITY INCOME COVERAGE: SHORT TERM BENEFITS

If You become Disabled while covered, Proof of Disability must be sent to the Claim Administrator. When the Claim Administrator receives such Proof, the Claim Administrator will review the claim. Upon completion of its review of the Claim, the Claim Administrator will advise the Employer with respect to Your eligibility for benefits under This Program, and whether benefits are payable for the claim under the terms of This Program. The Claim Administrator will also advise the Employer on the duration of Disability.

If the Claim Administrator approves the claim, This Program will pay the Weekly Benefit up to the Maximum Benefit Period shown in the section entitled BENEFITS AT A GLANCE, subject to the Date Benefit Payments End section. If the claim is denied, the Claim Administrator will provide You with an explanation of the reasons for such denial.

To verify that You continue to be Disabled without interruption after the Claim Administrator's initial approval of the Disability claim, the Claim Administrator may periodically request that You send the Claim Administrator Proof that You continue to be Disabled. Such Proof may include physical exams, exams by independent medical examiners, in-home interviews, or functional capacity exams, as needed.

While You are Disabled, the Weekly Benefits described in this Program Description will not be affected if:

- Your coverage ends; or
- This Program is amended to change the plan of benefits for Your class.

BENEFIT PAYMENT

If the Claim Administrator approves Your claim, benefits will begin to accrue on the day after the day You complete Your Elimination Period. This Program will pay the first Weekly Benefit one week after the date benefits begin to accrue. This Program will make subsequent payments weekly thereafter so long as You remain Disabled. Payment will be based on the number of days You are Disabled during each week. For any partial week of Disability, payment will be made at the daily rate of 1/5th of the Weekly Benefit payable.

This Program will pay Weekly Benefits to You. Upon notification from the Claim Administrator of the approval of Your claim, the Employer will calculate the amount of Your Weekly Benefit and make the benefit payment to You. If You die, This Program will pay the amount of any due and unpaid benefits as described in the GENERAL PROVISIONS subsection entitled Disability Income Benefit Payments: Who This Program Will Pay.

RECOVERY FROM A DISABILITY

For purposes of this subsection, the term Active Work only includes those days You actually work.

The provisions of this subsection will not apply if Your coverage has ended and You are eligible for coverage under another group short term disability plan.

If You Return to Active Work Before Completing Your Elimination Period

If You return to Active Work before completing Your Elimination Period and then become Disabled, You will have to complete a new Elimination Period.

If You Return to Active Work After Completing Your Elimination Period

If You return to Active Work after You begin to receive Weekly Benefits, the Claim Administrator will consider You to have recovered from Your Disability.

If You return to Active Work for a period of 60 days or less, and then become Disabled again due to the same or related Sickness or accidental injury, the Claim Administrator will not require You to complete a new Elimination Period. For the purpose of determining Your benefits, the Claim Administrator will consider such Disability to be a part of the original Disability and will use the same Predisability Earnings and apply the same terms, provisions and conditions that were used for the original Disability.

DISABILITY INCOME COVERAGE: SHORT TERM BENEFITS (continued)

REHABILITATION INCENTIVES

Work Incentive

If You return to work for less than Your full schedule while You are Disabled and receiving Weekly Benefits, You will receive pay for 100% of the hours You work and Your Weekly Benefit will not be reduced by the amount You earn from working, except to the extent that such adjusted Weekly Benefit plus the amount You earn from working and the income You receive from Other Income exceeds 100% of Your Predisability Earnings as calculated in the definition of Disability.

In addition, the Minimum Weekly Benefit will not apply.

DISABILITY INCOME COVERAGE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT

This Program will reduce Your Disability benefit by the amount of all Other Income. Other Income includes the following:

1. any disability or retirement benefits which You receive because of Your disability or retirement under:
 - Railroad Retirement Act;
 - a government compulsory benefit plan or program which provides payment for loss of time from Your job due to Your disability, whether such payment is made directly by the plan or program, or through a third party;
 - a self-funded plan, or other arrangement if the Employer contributes toward it or makes payroll deductions for it;
 - any sick pay, vacation pay or other salary continuation that the Employer pays to You;
 - unemployment insurance law or program.
 - recovery amounts that You receive for loss of income as a result of claims against a third party by judgment, settlement or otherwise including future earnings.

REDUCING YOUR DISABILITY BENEFIT BY THE ESTIMATED AMOUNT OF YOUR GOVERNMENT COMPULSORY BENEFIT PLAN OR PROGRAM

If there is a reasonable basis for You to apply for benefits under a government compulsory plan or program, the Claim Administrator expects You to apply for such benefits.

1. With respect to Government Compulsory Benefit Plans or Programs, or to apply means to pursue such benefits through all applicable levels of appeal provided under such benefit plans or programs. You must, within 4 weeks following the date You become Disabled:
 - send Us Proof that You have applied for benefits under such plans or programs; and
 - sign a reimbursement agreement in which You agree to repay Us for any overpayments We may make to You under this insurance.

If You do not satisfy the above requirements, We will reduce Your Disability benefit by the amount of such government compulsory benefit plan or program benefit that We estimate You are eligible to receive, provided that We have the reasonable means to make such an estimate. We will start to do this with the first Disability benefit payment under This Program coincident with the date You were eligible to receive such government compulsory benefit plan or program benefit.

2. With respect to a government compulsory benefit plan or program, or if You do receive approval or final denial of Your claim for such benefits, You must notify Us immediately. We will adjust the amount of Your Disability benefit. You must promptly repay Us for any overpayment.

SINGLE SUM PAYMENT

If You receive Other Income in the form of a single sum payment, You must, within 10 days after receipt of such payment, give Written Proof satisfactory to the Claim Administrator of:

- the amount of the single sum payment;
- the amount to be attributed to income replacement; and
- the time period for which the payment applies.

When the Claim Administrator receives such Proof, the Claim Administrator will adjust the amount of Your Disability benefit.

DISABILITY INCOME COVERAGE: INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT (continued)

If the Claim Administrator does not receive the Written Proof described above, and the Claim Administrator knows the amount of the single sum payment, This Program may reduce Your Disability benefit by an amount equal to such benefit until the single sum has been exhausted.

If the Claim Administrator adjusts the amount of Your Disability benefit due to a single sum payment, the amount of the adjustment will not result in a benefit amount less than the minimum amount, except in the case of an Overpayment.

If You receive Other Income in the form of a single sum payment and the Claim Administrator does not receive the Written Proof described above within 10 days after You receive the single sum payment, the Claim Administrator will adjust the amount of Your Disability Benefit by the amount of such payment.

DISABILITY INCOME COVERAGE: INCOME WHICH WILL NOT REDUCE YOUR DISABILITY BENEFIT

This Program will not reduce Your Disability benefit to less than the Minimum Benefit shown in the section entitled BENEFITS AT A GLANCE, or by any income received from, but not limited to, the following:

- 401(k) plans
- profit sharing plans
- thrift plans
- tax sheltered annuities
- stock ownership plans
- non-qualified plans of deferred compensation
- pension plans for partners
- military pension and disability income plans
- credit disability insurance
- franchise disability income plans
- credit disability insurance
- franchise disability income plans
- a retirement plan from another Employer
- individual retirement accounts (IRA)
- individual disability income plans

DISABILITY INCOME COVERAGE: DATE BENEFIT PAYMENTS END

Your Disability benefit payments will end on the earliest of:

- the end of the Maximum Benefit Period;
- the date You are no longer Disabled;
- the date You die;
- the date You fail to have a medical exam requested by the Claim Administrator as described in the Physical Exams subsection of the GENERAL PROVISIONS section;
- the date You fail to provide required Proof of continuing Disability.

While You are Disabled, the benefits described in this Program Description will not be affected if:

- Your coverage ends; or
- This Program is amended to change the program of benefits for Your class.

DISABILITY INCOME COVERAGE: LIMITED DISABILITY BENEFITS

For Occupational Disabilities

This Program will not pay benefits for any Disability:

- which happens in the course of any work performed by You for wage or profit; or
- for which You are eligible to receive under workers' compensation or a similar law.

DISABILITY INCOME COVERAGE: EXCLUSIONS

This Program will not pay for any Disability caused or contributed to by:

1. war, whether declared or undeclared, or act of war, insurrection, rebellion or terrorist act;
2. Your active participation in a riot;
3. intentionally self-inflicted injury;
4. attempted suicide; or
5. commission of or attempt to commit or taking part in a felony.

This Program will not pay Short Term Benefits for any Disability caused or contributed to by elective treatment or procedures, such as:

1. cosmetic surgery or treatment primarily to change appearance;
2. sex-change surgery;
3. reversal of sterilization;
4. liposuction;
5. visual correction surgery; and
6. in vitro fertilization; embryo transfer procedure; or artificial insemination.

However, pregnancies and complications from any of these procedures will be treated as a Sickness.

GENERAL PROVISIONS

Disability Income Benefit Payments: Who This Program Will Pay

This Program will make any benefit payments during Your lifetime to You or Your legal representative. Any payment made in good faith will discharge This Program from liability to the extent of such payment.

Upon Your death, This Program will pay any amount that is or becomes due to Your designated Beneficiary. If there is no Beneficiary designated or no surviving Beneficiary at Your death, This Program will pay any benefit that is or becomes due, according to the following order:

1. Your Spouse or Domestic Partner, if alive;
2. Your unmarried child(ren) under age 25; if there is no surviving Spouse or Domestic Partner; or
3. Your estate, if there is no such surviving child.

If more than one person is eligible to receive payment, This Program will divide the benefit amount in equal shares.

Payment to a minor or incompetent will be made to such person's guardian. The term "children" or "child" includes natural and adopted children.

Any periodic payments owed to Your estate may be paid in a single sum. Any payment made in good faith will discharge This Program from liability to the extent of such payment.

Misstatement of Age

If Your age is misstated, the correct age will be used to determine if coverage is in effect and, as appropriate, This Program will adjust the benefits and/or contributions.

Conformity with Law

If the terms and provisions of this Program Description do not conform to any applicable law, this Program Description shall be interpreted to so conform.

Physical Exams

If a claim is submitted for coverage benefits, the Claim Administrator has the right to ask the covered person to be examined by a Physician(s) of the Claim Administrator's choice as often as is reasonably necessary to process the claim. This Program will pay the cost of such exam.

Autopsy

The Claim Administrator has the right to make a reasonable request for an autopsy where permitted by law. Any such request will set forth the reasons the Claim Administrator is requesting the autopsy.

Overpayments for Disability Income Coverage

Recovery of Overpayments

This Program has the right to recover any amount that the Claim Administrator determines to be an overpayment.

An overpayment occurs if the Claim Administrator determines that:

- the total amount paid by This Program has on Your claim is more than the total of the benefits due to You under this Program Description; or
- payment This Program made should have been made by another group plan.

GENERAL PROVISIONS (continued)

If such overpayment occurs, You have an obligation to reimburse This Program. This Program's rights and Your obligations in this regard are described in the reimbursement agreement that You are required to sign when You submit a claim for benefits under this Program Description. This agreement:

- confirms that You will reimburse This Program for all overpayments; and
- authorizes the Claim Administrator to obtain any information relating to sources of Other Income.

How This Program Recovers Overpayments

This Program may recover the overpayment from You by:

- stopping or reducing any future Disability benefits, including the Minimum Benefit, payable to You or any other payee under the Disability sections of this Program Description;
- demanding an immediate refund of the overpayment from You; and
- taking legal action.

If the overpayment results from This Program having made a payment to You that should have been made under another group plan, This Program may recover such overpayment from one or more of the following:

- any other insurance company;
- any other organization; or
- any person to or for whom payment was made.

Lien and Repayment

If You become Disabled and You receive Disability benefits under this Program Description and You receive payment from a third party for loss of income with respect to the same loss of income for which You received benefits under this Program Description (for example, a judgment, settlement, payment from Federal Social Security or payment pursuant to Workers' Compensation laws), You shall reimburse This Program from the proceeds of such payment up to an amount equal to the benefits paid to You under this Program Description for such Disability. Program Description's right to receive reimbursement from any such proceeds shall be a claim or lien against such proceeds and This Program's right shall provide This Program with a first priority claim or lien over any such proceeds up to the full amount of the benefits paid to You under this Program Description for such Disability. You agree to take all action necessary to enable This Program to exercise This Program rights under this provision, including, without limitation:

- notifying The Claim Administrator as soon as possible of any payment You receive or are entitled to receive from a third party for loss of income with respect to the same loss of income for which You received benefits under this Program Description;
- furnishing of documents and other information as requested by the Claim Administrator or any person working on the Claim Administrator's behalf; and
- holding in escrow, or causing Your legal representative to hold in escrow, any proceeds paid to You or any party by a third party for loss of income with respect to the same loss of income for which You received benefits under this Program Description, up to an amount equal to the benefits paid to You under this Program Description for such Disability, to be paid immediately to This Program upon Your receipt of said proceeds.

You shall cooperate and You shall cause Your legal representative to cooperate with This Program in any recovery efforts and This Program shall not interfere with Our rights under this provision. This Program's rights under this provision apply whether or not You have been or will be fully compensated by a third party for any Disability for which You received or are entitled to receive benefits under this Program Description.

SPECIAL SERVICES

Return To Work Program

Goal of Rehabilitation

The goal of the Claim Administrator is to focus on employees' abilities, instead of disabilities. This "abilities" philosophy is the foundation of our Return to Work Program. By focusing on what employees can do versus what they can't, the Claim Administrator can assist you in returning to work sooner than expected.

Incentives For Returning To Work

Your Disability program is designed to provide clear advantages and financial incentives for returning to work either full-time or part-time, while still receiving a Disability benefit. In addition to financial incentives, there may be personal benefits resulting from returning to work. Many employees experience higher self-esteem and the personal satisfaction of being self-sufficient and productive once again. If it is determined that you are capable, but you do not participate in the Return to Work Program, your Disability benefits may cease.

Return-to-Work Services

As a covered employee you are automatically eligible to participate in our Return-to-Work Program. The program aims to identify the necessary training and therapy that can help you return to work. In many cases, this means helping you return to your former occupation, although rehabilitation can also lead to a new occupation which is better suited to your condition and makes the most of your abilities. There is no additional cost to you for the services This Program provides, and they are tailored to meet your individual needs. These services include, but are not limited to, the following:

1. Vocational Analyses

Assessment and counseling to help determine how your skills and abilities can be applied to a new or a modified job with your employer.

2. Labor Market Surveys

Studies to find jobs available in your National Economy that would utilize your abilities and skills. Also identify your earning potential for a specific occupation.

3. Retraining Programs

Programs to facilitate return to your previous job, or to train you for a new job.

4. Job Modifications/Accommodations

Analyses of job demands and functions to determine what modifications may be made to maximize your employment opportunities.

This also includes changes in your job or accommodations to help you perform the previous job or a similar vocation, as required of your employer under the Americans With Disabilities Act (ADA).

5. Job Seeking Skills and Job Placement Assistance

Special training to identify abilities, set goals, develop resumes, polish interviewing techniques, and provide other career search assistance.

Return-to-Work Program Staff

The Case Manager handling your claim will coordinate return-to-work services. You may be referred to a clinical specialist, such as a Nurse Consultant, Psychiatric Clinical Specialist, or Vocational Rehabilitation Consultant, who has advanced training and education to help people with disabilities return to work. One of our clinical specialists will work with you directly, as well as with local support services and resources. They have returned hundreds of individuals to meaningful, gainful employment.

SPECIAL SERVICES (continued)

Rehabilitation Vendor Specialists

In many situations, the services of independent vocational rehabilitation specialists may be utilized. Services are obtained at no additional cost to you; This Program pays for all vendor services. Selecting a rehabilitation vendor is based on:

1. attending physician's evaluation and recommendations;
2. your individual vocational needs; and
3. vendor's credentials, specialty, reputation and experience.

When working with vendors, the Claim Administrator continues to collaborate with you and your doctor to develop an appropriate return-to-work plan.