

AMENDMENT NO. 8

This amendment forms a part of Group Policy No. 461621 001 issued to the Policyholder:

The Episcopal Church Pension Fund

This policy is changed by the addition or deletion of the pages listed below:

                  Additions  
B@G-STD-1 (1/1/2004)  
STD-BEN-2 (1/1/2004)  
STD-BEN-3 (1/1/2004)  
STD-BEN-4 (1/1/2004)  
STD-BEN-5 (1/1/2004)

                  Deletions  
B@G-STD-1 (3/1/2003)  
STD-BEN-2 (3/1/2003)  
STD-BEN-3 (3/1/2003)  
STD-BEN-4 (3/1/2003)  
STD-BEN-5 (3/1/2003)  
STD-BEN-6 (3/1/2003)

The effective date of these changes is January 1, 2004. The changes only apply to disabilities which start on or after the effective date.

The policy's terms and provisions will apply other than as stated in this amendment.

Dated at New York, New York on February 11, 2004.

First Unum Life Insurance Company

By 

Secretary

The Episcopal Church Pension Fund

By \_\_\_\_\_  
Signature and Title of Officer

# BENEFITS AT A GLANCE

## SYNOPSIS

The insurance evidenced by this certificate provides disability income insurance only. It does NOT provide basic hospital, basic medical or major medical insurance as defined by the New York State Insurance Department.

## EXCLUSIONS

What disabilities are not covered under your plan:  
See page STD-BEN-5

## SHORT TERM DISABILITY PLAN

This short term disability plan provides financial protection for you by paying a portion of your income while you are disabled. The amount you receive is based on the amount you earned before your disability began. In some cases, you can receive disability payments even if you work while you are disabled.

### EMPLOYER'S ORIGINAL PLAN

**EFFECTIVE DATE:** April 1, 1999

**POLICY NUMBER:** 461621 001

### ELIGIBLE GROUP(S):

Lay Employees working a minimum of 20 hours per week in active employment

### MINIMUM HOURS REQUIREMENT:

Employees must be working at least 20 hours per week.

### WAITING PERIOD:

For employees in an eligible group on or before April 1, 1999: None

For employees entering an eligible group after April 1, 1999: None

### REHIRE:

If your employment ends and you are rehired within 12 months, your previous work while in an eligible group will apply toward the waiting period. All other policy provisions apply.

### WHO PAYS FOR THE COVERAGE:

You and/or your Parish share the cost of your coverage.

### ELIMINATION PERIOD:

30 days for disability due to an injury

30 days for disability due to a sickness

Benefits begin the day after the elimination period is completed.

### WEEKLY BENEFIT:

70% of weekly earnings to a maximum benefit of \$1,000 per week

**Your payment may be reduced by deductible sources of income and disability earnings. Some disabilities may not be covered under this plan.**

## **WHAT ARE YOUR WEEKLY EARNINGS?**

"Weekly Earnings" means your gross weekly income from your Employer in effect just prior to your date of disability. It includes your total income before taxes. It is prior to any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. It includes income actually received from bonuses but does not include commissions, overtime pay, or any other extra compensation or income received from sources other than your Employer.

Bonuses will be averaged for the lesser of:

- a. the prior calendar year's 52 week period of your employment with your Employer just prior to the date disability begins; or
- b. the period of actual employment with your Employer.

## **WHAT WILL WE USE FOR WEEKLY EARNINGS IF YOU BECOME DISABLED DURING A COVERED LAYOFF OR LEAVE OF ABSENCE?**

If you become disabled while you are on a covered layoff or leave of absence, we will use your weekly earnings from your Employer in effect just prior to the date your absence begins.

## **HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED AND WORKING?**

We will send you the weekly payment if you are disabled and your weekly disability earnings, if any, are less than 20% of your weekly earnings.

If you are disabled and your weekly **disability earnings** are from 20% through 80% of your weekly earnings, you will receive payments based on the percentage of income you are losing due to your disability. We will follow this process to figure your payment:

1. Subtract your disability earnings from your weekly earnings.
2. Divide the answer in Item 1 by your weekly earnings. This is your percentage of lost earnings.
3. Multiply your weekly payment as shown above by the answer in Item 2.

This is the amount Unum will pay you for each week.

Unum may require you to send proof of your disability earnings each week. We will adjust your weekly payment based on your disability earnings.

As part of your proof of disability earnings, we can require that you send us appropriate financial records which we believe are necessary to substantiate your income.

## **HOW CAN WE PROTECT YOU IF YOUR DISABILITY EARNINGS FLUCTUATE?**

If your disability earnings routinely fluctuate widely from week to week, Unum may average your disability earnings over the most recent 3 weeks to determine if your claim should continue.

If Unum averages your disability earnings, we will not terminate your claim unless the average of your disability earnings from the last 3 weeks exceeds 80% of weekly earnings.

We will not pay you for any week during which disability earnings exceed 80% of weekly earnings.

### **WHAT ARE DEDUCTIBLE SOURCES OF INCOME?**

Unum will subtract from your gross disability payment the following deductible sources of income:

1. The amount that you receive as disability income payments under any:
  - state compulsory benefit **act** or **law**.
  - other group insurance plan.
2. The amount that you receive:
  - under the mandatory portion of any "no fault" motor vehicle **plan**.
  - under Title 46, United States Code Section 688 (The Jones Act).
  - from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.
3. The amount that you receive or are entitled to receive under:
  - a workers' compensation law.
  - an occupational disease law.
  - any other **act** or **law** with similar intent.
4. The amount that you, your spouse and your children receive as disability payments because of your disability under:
  - the United States Social Security Act.
  - the Canada Pension **Plan**.
  - the Quebec Pension Plan.
  - any similar plan or act.

Unum will only subtract deductible sources of income which are payable as a result of the same disability.

### **WHAT ARE NOT DEDUCTIBLE SOURCES OF INCOME?**

Unum will not subtract from your gross disability payment income you receive 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
- a retirement plan from another Employer
- individual retirement accounts (IRA)
- individual disability income plans
- **salary continuation** or **accumulated sick leave** plans

***WHAT IF SUBTRACTING DEDUCTIBLE SOURCES OF INCOME RESULTS IN A ZERO BENEFIT? (Minimum Benefit)***

The minimum weekly payment is: \$25.

Unum may apply this amount toward an outstanding overpayment.

***WHAT IF UNUM DETERMINES YOU MAY QUALIFY FOR DEDUCTIBLE INCOME BENEFITS?***

When we determine that you may qualify for benefits under Item(s) 1, 3 and 4 in the deductible sources of income section, we will estimate your entitlement to these benefits. We can reduce your payment by the estimated amounts if such benefits:

- have not been awarded; and
- have not been denied; or
- have been denied and the denial is being appealed.

Your Short Term Disability payment will NOT be reduced by the estimated amount if you:

- apply for the disability payments under Item(s) 1, 3 and 4 in the deductible sources of income section and appeal your denial to all administrative levels Unum feels are necessary; and
- sign Unum's payment option form. This form states that you promise to pay us any overpayment caused by an award.

If your payment has been reduced by an estimated amount, your payment will be adjusted when we receive proof:

- of the amount awarded; or
- that benefits have been denied and all appeals Unum feels are necessary have been completed. In this case, a lump sum refund of the estimated amount will be made to you.

If you receive a lump sum payment from any deductible sources of income, the lump sum will be pro-rated on a weekly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a weekly basis to the end of the maximum period of payment.

***HOW LONG WILL UNUM CONTINUE TO SEND YOU PAYMENTS?***

Unum will send you a payment each week up to the **maximum period of payment**. Your maximum period of payment is 52 weeks during a continuous period of disability.

## **WHEN WILL PAYMENTS STOP?**

We will stop sending you payments and your claim will end on the earliest of the following:

- when you are able to work in your regular occupation on a **part-time basis** but you choose not to;
- the end of the maximum period of payment;
- the date you are no longer disabled under the terms of the plan;
- the date you fail to submit proof of continuing disability;
- the date your disability earnings exceed the amount allowable under the plan;
- the date you die.

## **WHAT DISABILITIES ARE NOT COVERED UNDER YOUR PLAN?**

Your plan does not cover any disabilities caused by, contributed to by, or resulting from your:

- intentionally self-inflicted injuries.
- active participation in a riot.
- participation in a felony.

Your plan will not cover a disability due to war, declared or undeclared, or any act of war.

## **WHAT HAPPENS IF YOU RETURN TO WORK FULL TIME AND YOUR DISABILITY OCCURS AGAIN?**

1. If your current disability is related to or due to the same cause(s) as your prior disability for which Unum made a payment:

Unum will treat your current disability as part of your prior claim and you will not have to complete another elimination period when you are performing any occupation for your Employer on a full time basis for 14 consecutive days or less.

2. If your current disability is unrelated to your prior disability for which Unum made a payment:

Unum will treat your current disability as part of your prior claim and you will not have to complete another elimination period when you are performing any occupation for your Employer on a full time basis for less than 1 full day.

Your disability, as outlined above, will be subject to the same terms of the plan as your prior claim.

If you do not satisfy Item 1 or 2 above, your disability will be treated as a new claim and will be subject to all of the policy provisions.

If you become entitled to payments under any other group short term disability plan, you will not be eligible for payments under the Unum plan.