McKinney Independent School District

Policy # 125328

Please read carefully the following description of your Unum Educator Select Income Protection Plan insurance.

Your Plan

Eligibility

You are eligible for disability coverage if you are an active employee in the United States working a minimum of 20 hours per week. The date you are eligible for coverage is the later of: the plan effective date; or the day after you complete the waiting period.

Guarantee Issue

Current Employees: Coverage is available to you without answering any medical questions or providing evidence of insurability. You may enroll on or before the enrollment deadline. After the initial enrollment period, you can apply only during an annual enrollment period.

Future Employees: Coverage is available to you without answering any medical questions or providing evidence of insurability. You may apply for coverage within 60 days after your eligibility date. If you do not apply within 60 days after your eligibility date, you can apply only during an annual enrollment period.

Benefits are subject to the pre-existing condition exclusion referenced later in this document.

Please see your Plan Administrator for your eligibility date.

Benefit Amount

You may purchase a monthly benefit in $100 units, starting at a minimum of $200, up to 66 2/3% of your monthly earnings rounded to the nearest $100, but not to exceed a monthly maximum benefit of $8,000. Please see your Plan Administrator for the definition of monthly earnings.

The total benefit payable to you on a monthly basis (including all benefits provided under this plan) will not exceed 100% of your monthly earnings unless the excess amount is payable as a Cost of Living Adjustment. However, if you are participating in Unum's Rehabilitation and Return to Work Assistance program, the total benefit payable to you on a monthly basis (including all benefits provided under this plan) will not exceed 110% of your monthly earnings (unless the excess amount is payable as a Cost of Living Adjustment).

Elimination Period

The Elimination Period is the length of time of continuous disability, due to sickness or injury, which must be satisfied before you are eligible to receive benefits.

You may choose an Elimination Period (injury/sickness) of 14/14, 30/30,

60/60, 90/90 or 180/180 days.

If, because of your disability, you are hospital confined as an inpatient, benefits begin on the first day of inpatient confinement. Inpatient means that you are confined to a hospital room due to your sickness or injury for 23 or more consecutive hours. (Applies to Elimination Periods of 30 days or less.)

Benefit Duration

Your duration of benefits is based on your age when the disability occurs.

Plan: ADEA II: Your duration of benefits is based on the following table:

Age at Disability	Maximum Duration of Benefits
Less than age 60	To age 65, but not less than 5 years
Age 60 through 64	5 years
Age 65 through 69	To age 70, but not less than 1 year
Age 70 and over	1 year

Federal Income Taxation

The taxability of benefits depends on how premium was taxed during the plan year in which you become disabled. If you paid 100% of the premium for the plan year with **post-tax** dollars, your benefits **will not** be taxed. If premium for the plan year is paid with **pre-tax** dollars, your benefits **will** be taxed. If premium for the plan year is paid partially with post-tax dollars and partially with pre-tax dollars, or if you and your Employer share in the cost, then a portion of your benefits will be taxed.

Additional Benefits

Work/Life Balance Employee Assistance Program[1]

Work-life balance is a comprehensive resource providing access to professional assistance for a wide range of personal and work-related issues. The service is available to you and your family members twenty-four hours a day, 365 days a year, and provides resources to help employees find solutions to everyday issues such as financing a car or selecting child care, as well as more serious problems such as alcohol or drug addiction, divorce, or relationship problems.

Services include: toll-free phone access to master's-level consultants, up to three face-to-face sessions to help with more serious issues; and online resources. There is no additional charge for utilizing the program. Participation is confidential and strictly voluntary, and employees do not have to have filed a disability claim or be receiving benefits to use the program.

However, if you become disabled and are receiving benefits, Unum's On Claim Support can provide additional resources including: coaching on how to communicate effectively with medical personnel, conducting consumer research for medical equipment and supplies, assessing emotional needs and locating counseling resources.

Return to Work/ Work Incentive Benefit

Unum supports efforts that enable a disabled employee to remain on the job or return to work as soon as possible. If you are disabled but working part time with monthly disability earnings of 20% or more of your indexed monthly earnings, during the first 12 months, the monthly benefit will not be reduced by any earnings until the gross disability payment plus your disability earnings, exceeds 100% of your indexed monthly earnings. The

monthly benefit will then be reduced by that amount.

Rehabilitation and Return to Work Assistance

Unum has a vocational Rehabilitation and Return to Work Assistance program available to assist you in returning to work. We will make the final determination of your eligibility for participation in the program, and will provide you with a written Rehabilitation and Return to Work Assistance plan developed specifically for you. This program may include, but is not limited to the following benefits:

- coordination with your Employer to assist your return to work;
- adaptive equipment or job accommodations to allow you to work;
- vocational evaluation to determine how your disability may impact your employment options;
- job placement services;
- resume preparation;
- job seeking skills training; or
- education and retraining expenses for a new occupation.

If you are participating in a Rehabilitation and Return to Work Assistance program, we will also pay an additional disability benefit of 10% of your gross disability payment to a maximum of $1,000 per month. In addition, we will make monthly payments to you for 3 months following the date your disability ends, if we determine you are no longer disabled while:

- you are participating in a Rehabilitation and Return to Work Assistance program; and
- you are not able to find employment.

(This benefit is not allowed in New Jersey.)

Worksite Modification

If a worksite modification will enable you to remain at work or return to work, a designated Unum professional will assist in identifying what's needed. A written agreement must be signed by you, your employer and Unum, and we will reimburse your employer for the greater of $1,000 or the equivalent of two months of your disability benefit.

Waiver of Premium

After you have received disability payments under the plan for 90 consecutive days, from that point forward you will not be required to pay premiums as long as you are receiving disability benefits.

Survivor Benefit

Unum will pay your eligible survivor a lump sum benefit equal to 3 months of your gross disability payment.

This benefit will be paid if, on the date of your death, your disability had continued for 180 or more consecutive days, and you were receiving or were entitled to receive payments under the plan. If you have no eligible survivors, payment will be made to your estate, unless there is none. In that case, no payment will be made. However, we will first apply the survivor benefit to any overpayment which may exist on your claim.

You may receive your survivor benefit prior to your death if you are receiving monthly payments and your physician certifies in writing that you have been diagnosed as terminally ill and your life expectancy has been reduced to less than 12 months. This benefit is only payable once and if you elect to receive this benefit, no survivor benefit will be payable to your eligible survivor upon your death. (Note this "Accelerated Survivor Benefit" is not available in Connecticut.)

Dependent Care Expense Benefit

If you are disabled and participating in Unum's Rehabilitation and Return to Work Assistance program, Unum will pay a Dependent Care Expense Benefit when you are disabled and you provide satisfactory proof that you:

- are incurring expenses to provide care for a child under the age of 15;
- and/or start incurring expenses to provide care for a child age 15 or older or a family member who needs personal care assistance.

The payment will be $350 per month per dependent, to a maximum of $1,000 per month for all dependent care expenses combined.

Education Benefit

If you are disabled and receiving monthly disability benefits, you may receive an additional monthly Education Benefit of $200 for each child who is an *eligible student*. Benefits will be payable in between terms provided the eligible student is enrolled for the next scheduled term.

Eligible student means your unmarried dependent child(ren) who are:

- less than 25 years of age; and
- attending an accredited post-secondary school beyond the 12th grade level on a **full-time** basis.

Medical Treatment Benefit

A Medical Treatment Benefit will be paid when you receive treatment by a doctor as a result of a sickness or injury, provided no other benefits are payable under the plan as a result of the condition for which the treatment was rendered.

The Medical Treatment Benefit will be the doctor's actual charge for services rendered, up to a maximum benefit of $50 for sickness or $100 for injury. In addition, the charges must be for medically necessary care and treatment and in keeping with the extent of the sickness or injury.

No benefit will be paid unless you are personally seen and treated by a doctor and the treatment is not for routine medical examinations or dental work.

Note: No more than one Medical Treatment Benefit will be paid for the same or related condition(s) unless the treatment dates are separated by at least 14 consecutive days. In addition, no more than one benefit will be paid for treatment during any 24 hour period and the benefit will not be paid more than 2 times per calendar year.

Worldwide Emergency Travel Assistance Services[2]

Whether your travel is for business or pleasure, our worldwide emergency travel assistance program is there to help you when an unexpected emergency occurs. With one phone call anytime of the day or night, you, your spouse and dependent children can get immediate assistance anywhere in the world[3]. Emergency travel assistance is available to you when you travel to any foreign country, including neighboring Canada or Mexico. It is also available anywhere in the United States for those traveling more than 100 miles from home. Your spouse and dependent children do not have to be traveling with you to be eligible. However, spouses traveling on business for their employer are not covered by this program.

Other Important Provisions

Pre-existing Condition

Benefits will not be paid for disabilities caused by, contributed to by, or

Exclusion

resulting from a pre-existing condition. You have a pre-existing condition if:

- you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines in the 3 months just prior to your effective date of coverage; and
- the disability begins in the first 12 months after your effective date of coverage.

Continuity of Coverage

If you are actively at work at the time you convert to Unum's plan and become disabled due to a pre-existing condition, benefits may be payable if you were:

- in active employment and insured under the plan on its effective date; and
- insured by the prior plan at the time of change.

To receive a payment, you must satisfy the pre-existing condition under the Unum policy or the prior carrier's policy. If you satisfy Unum's pre-existing condition provision, payments will be determined by the Unum policy.

If you only satisfy the pre-existing condition provision for the prior carrier's policy, the claim will be administered according to the Unum policy. However,

- the payments will be the lesser of the benefit payable under the terms of the prior plan or the benefit under the Unum plan;
- the elimination period will be the shorter of the elimination period under the prior plan or the elimination period under the Unum plan; and
- benefits will end on the earlier of the end of the maximum period of payment under the Unum plan or the date benefits would have ended under the prior plan.

Definition of Disability

You are disabled when Unum determines that:

- you are limited from performing the material and substantial duties of your regular occupation due to your sickness or injury;
- you have a 20% or more loss in indexed monthly earnings due to the same sickness or injury; and
- during the elimination period you are unable to perform any of the material and substantial duties of your regular occupation.

After benefits have been paid for 24 months, you are disabled when Unum determines that due to the same sickness or injury, you are unable to perform the duties of any gainful occupation for which you are reasonably fitted by education, training or experience.

You must be under the regular care of a physician in order to be considered disabled.

Gainful Occupation

Gainful occupation means an occupation that is or can be expected to provide you with an income within 12 months of your return to work, that exceeds 80% of your indexed monthly earnings if you are working or 60% of your indexed monthly earnings if you are not working.

Benefit Integration

Your disability benefit will be reduced by deductible sources of income and any earnings you have while disabled. Your gross disability payment will be reduced immediately by such items as disability income or other amounts you receive or are entitled to receive from workers compensation or similar occupational benefit laws, sabbatical or assault leave plans and the amount of earnings you receive from an extended sick leave plan as described in Louisiana Revised Statutes or any other act or law with similar intent.

After you have received monthly disability payments for 12 months, your gross disability payment will be reduced by such items as additional deductible sources of income you receive or are entitled to receive under: state compulsory benefit laws; automobile liability insurance; legal judgments and settlements; certain retirement plans; salary continuation or sick leave plans; other group or association disability programs or insurance; and amounts you or your family receive or are entitled to receive from Social Security or similar governmental programs.

Regardless of deductible sources of income, an employee who qualifies for disability benefits is guaranteed to receive a minimum benefit amount of the greater of $100 or 10% of the gross disability payment.

Mental Illness/Self-Reported Symptoms

The lifetime cumulative maximum benefit period for all disabilities due to mental illness and disabilities based primarily on self-reported symptoms is 12 months. Only 12 months of benefits will be paid for any combination of such disabilities even if the disabilities are not continuous and/or are not related. Payments would continue beyond 12 months only if you are confined to a hospital or institution as a result of the disability.

Instances When Benefits Would Not Be Paid

Benefits will not be paid for disabilities caused by, contributed to by, or resulting from:

- intentionally self-inflicted injuries;
- active participation in a riot;
- commission of a crime for which you have been convicted;
- loss of professional license, occupational license or certification;
- pre-existing conditions (see definition).

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

Unum will not pay a benefit for any period of disability during which you are incarcerated.

Termination of Coverage

Your coverage under the policy ends on the earliest of the following:

- The date the policy or plan is cancelled;
- The date you no longer are in an eligible group;
- The date your eligible group is no longer covered;
- The last day of the period for which you made any required contributions;
- The later of the last day you are in active employment except as provided under the covered layoff or leave of absence provision; or if applicable, the last day of your contract with your Employer but not beyond the end of your Employer's current school contract year.

Unum will provide coverage for a payable claim which occurs while you are

covered under the policy or plan.

Next Steps

How to Apply/ Effective Date of Coverage	**Current employees:** To apply for coverage, complete your enrollment form by the enrollment deadline. Your effective date of coverage is 9/1/2010. **Future Employees:** To apply for coverage, complete your enrollment form within 60 days of your eligibility date. Please see your Plan Administrator for your effective date. If you do not enroll during the initial enrollment period, you may apply only during an annual enrollment.
Delayed Effective Date of Coverage	If you are absent from work due to injury, sickness, temporary layoff or leave of absence, your coverage will not take effect until you return to active employment. Please contact your Plan Administrator after you return to active employment for when your coverage will begin.
Questions	If you should have any questions about your coverage or how to enroll, please contact your Plan Administrator.

This plan highlight is a summary provided to help you understand your insurance coverage from Unum. Some provisions may vary or not be available in all states. Please refer to your certificate booklet for your complete plan description. If the terms of this plan highlight summary or your certificate differ from your policy, the policy will govern. For complete details of coverage, please refer to policy form number C.FP-1, et al.

[1,2] Work-life balance employee assistance program and On-Claim Support services are provided by Ceridian Corporation. Worldwide emergency travel assistance services are provided by Assist America, Inc. Services are available with selected Unum insurance offerings. Exclusions, limitations and prior notice requirements may apply, and service features, terms and eligibility criteria are subject to change. The services are not valid after termination of coverage and may be withdrawn at any time. Please contact your Unum representative for full details.

[3] All Worldwide emergency travel assistance must be arranged by Assist America, which pays for all services it provides. Medical expenses such as prescriptions or physician, lab or medical facility fees are paid by the employee or the employee's health insurance.

Underwritten by: **Unum Life Insurance Company of America** 2211 Congress Street, Portland, Maine 04122, www.unum.com

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