

**Option Care Health, Inc.  
Short Term Disability  
Program Description**

Effective Date: **1/1/2020**

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## Overview of Plan

The Plan is a short-term disability income protection benefit plan ("Plan" or "Short Term Disability Plan") sponsored by Option Care Health to replace a portion of your income in the event a sickness or injury prevents you from working for a period of time. The Option Care Health Short-term Disability Plan does not provide benefits for occupational injuries or sicknesses. Detailed information about your eligibility for coverage, what benefits are payable, how to file a claim, and other features of this Plan are contained in this document, which is referred to as your booklet.

The Plan is funded as provided in the Benefits At-a-Glance section of this booklet. We have engaged Unum to provide certain administrative claims handling services for the Plan. Neither Unum nor any of its affiliates or related insuring entities insures the benefits under this Plan, or has any responsibility to fund benefits under the Plan.

We reserve the right to modify, amend, suspend or terminate, in whole or in part, any of the provisions of this Plan at any time for any reason or for no reason. When making a benefit determination under the Plan, we have discretionary authority to determine your eligibility for benefits and to interpret and enforce the terms and provisions of the Plan. We may delegate some or all of this authority to Unum at any time.

**"We", "us", and "our"**, as used in this overview, refer to the Employer identified on the cover page. The Employer is the Plan's sponsor.

This booklet is written in plain English. If you do not understand any of the terms in it, or desire more information, you should contact us using the contact information on the cover page. Many of the terms used in this booklet are defined in the Definitions Section. Be sure to read all the definitions so that you will understand the Plan fully.

# **BENEFITS AT A GLANCE**

## **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. Income cases, you can receive disability payments even if you work while you are disabled. Option Care Health will not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under this policy. Option Care Health will not discharge, or in any other manner discriminate against, any individual for opposing any practice prohibited by this policy.

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Bannockburn, IL 60015  
(844) 624-4584  
Tax Identification Number: 68-0208702

**EMPLOYER:** Option Care Health, Inc.

### **ELIGIBLE GROUP(S):**

To be eligible for benefits, you must be a member of the following eligible group:

**All Full-time team members actively employed by Option Care Health.**

### **MINIMUM HOURS REQUIREMENT:**

To be eligible for benefits, you must meet the following requirements:

Employees must be working at least 30 hours per week.

Normal vacation is considered active employment. Temporary and seasonal workers are excluded from coverage.

### **WAITING PERIOD:**

For employees in an eligible group on or after 1/1/2020:

- Executives/VPs/People Managers: None
- Nurses/Pharmacists: After 6 months of employment
- Team Members: After 6 months of employment

**REHIRE:** No Rehire Provision (same waiting period as above applies from rehire date)

### **HOW THE PLAN IS FUNDED:**

Option Care pays 100% of the cost of funding the Plan

**ELIMINATION PERIOD:**

The later of:

- 7 days for disability due to an injury; or
- 7 days for disability due to a sickness; or

Benefits begin the day after the elimination period is completed.

**MAXIMUM PERIOD OF DISABILITY** (includes the elimination period)

Executives/VPs/Managers	26 weeks
Nurses/Pharmacists	6 Months - 3 Years: 13 weeks
	4-9 Years: 21 weeks
	10+ Years: 26 weeks
Team Members	6 Months - 3 Years: 13 weeks
	4+ Years: 21 weeks

**Benefits**

Accrued Paid Time Off is required to be used during your Elimination Period so you will not receive STD benefits during your elimination period. If you don't have enough PTO available to cover your elimination period, your elimination period is unpaid.

Executives/VPs/Managers	25 Weeks
Nurses/Pharmacists	6 Months - 3 Years: 100% pay for 2 weeks then 10 weeks at 50% pay
	4-9 Years: 100% pay for 4 weeks then 16 weeks at 50% pay
	10+ Years: 100% pay for 6 weeks then 19 weeks at 50% pay
Team Members	6 Months - 3 Years: 100% pay for 2 weeks then 10 weeks at 40% pay
	4+ Years: 100% pay for 4 weeks then 16 weeks at 40% pay

Your payment may be reduced based on any deductible sources of income.

**OCCUPATIONAL INJURIES:**

Your Short Term Disability Plan does not cover disabilities due to an occupational sickness or injury.

# **CLAIM INFORMATION**

## **SHORT TERM DISABILITY**

### ***WHEN DO YOU NOTIFY UNUM OF A CLAIM?***

We encourage you to notify Unum of your claim as soon as possible, so that a claim decision can be made in a timely manner. Notice of a claim should be initiated with Unum within 3 days after the date your disability begins, unless failure to do so is due to your lack of legal capacity. In no event can proof of your claim be submitted after the expiration of the time limit for commencing a legal proceeding as stated in the Plan, even if your failure to provide proof of claim is due to the lack of legal capacity or if state law provides an exception to the one year time period.

You must notify Unum immediately when you return to work in any capacity. Unless we have given you different delivery instructions, you should use the contact information on the cover page sent by Unum when notifying them of your claim.

### ***HOW DO YOU FILE YOUR PROOF OF CLAIM?***

You must contact Unum at (866) 779-1054 to initiate your claim as soon as you are aware you will need time off, but no sooner than 30 days from the start of your leave. Unum will then obtain all the required information from you and your physician. It is your responsibility to follow up with your physician and ensure Unum receives the supporting medical information from your physician within 15 days of the date the claim was initiated.

### ***WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM?***

Proof of your claim, provided at your expense, must show:

- the date your disability began;
- the existence and cause of your sickness or injury;
- that your sickness or injury causes you to have limitations on your functioning and restrictions on your activities preventing you from performing the material and substantial duties of your regular occupation;
- that you are under the regular care of a physician;
- the name and address of any hospital or institution where you received treatment, including all attending physicians;

In some cases, you will be required to give Unum and/or Option Care Health authorization to obtain additional medical information, and to provide non-medical information as part of your proof of claim, or proof of continuing disability. You may also be required to send Unum appropriate financial records, which may include income tax returns, which we believe are necessary to substantiate your income. We may request that you send periodic proof of your claim. This proof, provided at your expense, must be received within 15 days of your date of disability. We may deny your claim, or

stop approving benefit payments, if the appropriate information is not submitted.

Option Care Health or Unum may require you to be examined by a physician, other medical practitioner and/or vocational expert of our or its choice. This examination will be at no cost to you and can be required as often as it is reasonable to do so. We may also require you to be interviewed in person by us or Unum.

#### ***TO WHOM WILL PAYMENTS BE MADE?***

Short-Term Disability Payments will be payable to you and processed as part of the normal payroll cycle.

#### ***WHAT HAPPENS IF YOUR CLAIM IS OVERPAID?***

We have the right to recover any overpayments due to:

- fraud;
- any error made in processing a claim;
- disability earnings; or
- deductible sources of income.

We will not recover more money than the amount we paid you.

## **GENERAL PROVISIONS**

#### ***WHEN ARE YOU ELIGIBLE FOR COVERAGE?***

If you are in an eligible group, the date you are eligible for coverage is the later of:

- the Plan effective date; or
- the day after you complete your elimination period.

#### ***WHAT IF YOU ARE ABSENT FROM WORK ON THE DATE YOUR COVERAGE WOULD NORMALLY BEGIN?***

If you are absent from work due to injury or sickness, temporary layoff or leave of absence, your coverage will begin on the date you return to active employment.

#### ***WHEN DOES YOUR COVERAGE END?***

Your coverage under the Plan ends on the earliest of:

- the date you are no longer in an eligible group;
- the date your eligible group is no longer covered;
- the date Option Care Health discontinues this program

#### ***FRAUD WARNING***

We take fraud very seriously. If you, with intent to defraud or knowing that you are facilitating a fraud against us, submit an application or file a claim containing a false or deceptive statement, we will assert all legal and equitable rights against you and pursue all legal and equitable remedies we have against you.

***DOES THE PLAN REPLACE OR AFFECT ANY WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE?***

The Plan does not replace or affect the requirements for coverage by any workers' compensation or state disability insurance.

## **BENEFIT INFORMATION**

***HOW DO WE DEFINE DISABILITY?***

**DEFINITION OF RESIDUAL DISABILITY**

You are disabled when we determine that:

- you are limited from performing the **material and substantial duties** of your **regular occupation** due to your **sickness or injury**; and
- you have a 20% or more loss in earnings due to that same sickness or injury.

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

The loss of a professional or occupational license or certification does not, in itself, constitute disability.

If you have a Cesarean section, you will be considered disabled for a minimum period of eight weeks beginning on the date of your Cesarean section, unless you return to work prior to the end of the eight weeks.

***HOW LONG MUST YOU BE DISABLED BEFORE YOU ARE ELIGIBLE TO RECEIVE BENEFITS?***

You must be continuously disabled through your **elimination period**. A new elimination period will be applied to each disability.

If your disability is the result of an injury that occurs while you are covered under the Plan, benefits begin on the later of:

- 7 days

If your disability is the result of a sickness, your elimination period is the later of:

- 7 days



***CAN YOU SATISFY YOUR ELIMINATION PERIOD IF YOU ARE WORKING?***

Yes, provided you meet the definition of disability.

***WHEN WILL YOU BEGIN TO RECEIVE PAYMENTS?***

You will begin to receive payments when Unum approves your claim, providing the elimination period has been met and you are disabled. You will not receive STD benefits during your elimination period.

***WHAT IS THE MAXIMUM PERIOD OF DISABILITY UNDER THIS PLAN?***

Executives/VPs/Managers	26 weeks
Nurses/Pharmacists	6 Months - 3 Years: 13 weeks
	4-9 Years: 21 weeks
	10+ Years: 26 weeks
Team Members	6 Months - 3 Years: 13 weeks
	4+ Years: 21 weeks

***HOW MUCH WILL WE PAY YOU IF YOU ARE DISABLED?***

Accrued Paid Time Off is required to be used during your Elimination Period so you will not receive STD benefits during your elimination period. If you don't have enough PTO available to cover your elimination period, your elimination period is unpaid.

Executives/VPs/Managers	25 Weeks
Nurses/Pharmacists	6 Months - 3 Years: 100% pay for 2 weeks then 10 weeks at 50% pay
	4-9 Years: 100% pay for 4 weeks then 16 weeks at 50% pay
	10+ Years: 100% pay for 6 weeks then 19 weeks at 50% pay
Team Members	6 Months - 3 Years: 100% pay for 2 weeks then 10 weeks at 40% pay
	4+ Years: 100% pay for 4 weeks then 16 weeks at 40% pay

Your payment may be reduced based on any **deductible sources of income**.

If, at any time after the elimination period, you are disabled for less than 1 week, we will send you 1/7<sup>th</sup> of your weekly benefit for each day of disability.

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

"Weekly earnings" means your base weekly income from Option Care Health multiplied by your Full-Time Equivalency factor, 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 does not include income received from commissions, bonuses, overtime pay or any other extra compensation including shift differential, or income received from sources other than your employer.

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

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

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

If you are disabled and your **disability earnings**, if any, are less than 20% of your earnings.

If you are disabled and your disability earnings are from 20% through 80% of your earnings, your benefit will be 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 we will pay you for each week.

We 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 may include tax returns, which we believe are necessary to substantiate your income.

***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 or are entitled to receive as disability income or disability requirement payments under any:
  - state disability plan (if applicable)
  - other group insurance plan
  - governmental retirement plan

If you are covered by a state disability plan, Unum may assist you with filing the claim with the appropriate state.

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 as retirement payments under any governmental retirement system. Retirement payments do not include payments made at the later of age 62 or normal retirement age under your Employer's retirement plan which are attributable to contributions you made on a post-tax basis to that system.

Regardless of how retirement payments are distributed, we will consider payments attributable to your post tax contributions to be distributed throughout your lifetime.

Amounts received do not include amounts rolled over or transferred to any eligible retirement plan. Unum will use the definition of eligible retirement plan as defined in Section 402 of the Internal Revenue Code including any future amendments which affect the definition.

4. The amount that you:

- receive as disability payments under your Employer's **retirement plan**.
- voluntarily elect to receive as retirement payments under your Employer's retirement plan.
- receive as retirement payments when you reach the later of age 62 or normal retirement age, as defined in your Employer's retirement plan.

Disability payments under a retirement plan will be those benefits which are paid due to disability and do not reduce the retirement benefit which would have been paid if the disability had not occurred.

Retirement payments will be those benefits which are based on your Employer's contribution to the retirement plan. Disability benefits which reduce the retirement benefit under the plan will also be considered as a retirement benefit.

Regardless of how the retirement funds from the retirement plan are distributed, Unum will consider contributions to be distributed simultaneously throughout your lifetime.

Amounts received do not include amounts rolled over or transferred to any eligible retirement plan. Unum will use the definition of eligible retirement plan as defined in Section 402 of the Internal Revenue Code including any future amendments which affect the definition.

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 under this Plan any 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
- credit disability insurance
- franchise disability income plans
- a retirement plan from another Employer
- individual retirement accounts (IRA)
- individual disability income plans
- other salary continuation or accumulated sick leave plans

***WHAT IF WE DETERMINE YOU MAY QUALIFY FOR DEDUCTIBLE INCOME BENEFITS?***

When we determine that you may qualify for benefits listed in the deductible sources of income section, we will estimate your entitlement to these benefits. We can reduce your payments by the estimated amount 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 listed 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 that 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.

### ***WHEN WILL BENEFITS STOP?***

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** and you do not;
- 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;
- after 12 months of payments if you are considered to reside outside the United States or Canada. You will be considered to reside outside these countries when you have been outside the United States or Canada for a total period of 6 months or more during any 12 consecutive months of benefits;
- 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:

- occupational sickness or injury
- intentionally self-inflicted injuries,
- active participation in a riot,
- loss of a professional license, occupational license or certification,
- commission of a crime for which you have been convicted, or

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

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

### ***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 we made a payment:

We 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 us on a full-time basis for 14 consecutive days or less.

If you return to work on the 15<sup>th</sup> day, your current disability will be treated as a new claim. The new claim will be subject to all of the provisions of this plan and you will be required to satisfy a new elimination period.

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

We 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 us 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 Plan provisions.

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

### ***WHAT IF YOUR STD BENEFITS ARE DENIED?***

If your Claim for Benefits is wholly or partially denied, the notice of adverse benefit determination under the Plan will be:

- state the specific reason(s) for the determination;
- reference specific Plan provision(s) on which the determination is based;
- describe additional material or information necessary to complete the claim and why such information is necessary;
- describe Plan procedures and time limits for appealing the determination, and your right to obtain information about those procedures and the right to sue in federal court; and
- disclose any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or state that such information will be provided free of charge upon request).

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

### ***APPEALS PROCEDURES***

You have 180 days from the receipt of notice of an adverse benefit determination to file an appeal. Requests for appeals should be sent to the address specified in the claim denial. A decision on review will be made not later than 45 days following receipt of the written request for review. If the Service Provider determines that special circumstances require an extension of time for a decision on review, the review period may be extended by an

additional 45 days (90 days in total). You will be notified in writing if an additional 45 day extension is needed.

You will have the opportunity to submit written comments, documents, or other information in support of your appeal. You will have access to all relevant documents as defined by applicable U.S. Department of Labor regulations. The review of the adverse benefit determination will take into account all new information, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination.

A notice that your request on appeal is denied will contain the following information:

- the specific reason(s) for the determination;
- a reference to the specific Plan provision(s) on which the determination is based;
- a statement disclosing any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or a statement that such information will be provided free of charge upon request);
- a statement describing your right to bring a civil suit under federal law;
- the statement that you are entitled to receive upon request, and without charge, reasonable access to or copies of all documents, records or other information relevant to the determination; and
- the statement that "You or your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

Unless there are special circumstances, this administrative appeal process must be completed before you begin any legal action regarding your claim.

## GLOSSARY

**ACTIVE EMPLOYMENT** means you are working for us for earnings that are paid regularly and that you are performing the material and substantial duties of your regular occupation. You must be working at least the minimum number of hours as described in the Benefits at a Glance section.

Your work site must be:

- our usual place of business;
- an alternative work site at the direction of us, including your home; or
- a location to which your job requires you to travel.

Normal vacation is considered active employment.

Temporary and seasonal workers are excluded from coverage.

**DEDUCTIBLE SOURCES OF INCOME** means income from deductible sources listed in the Plan which you receive or are entitled to receive while you are disabled. This income will be subtracted from your gross disability payment.

**DISABILITY EARNINGS** means the earnings which you receive while you are disabled and working, plus the earnings you could receive if you were working to your maximum capacity.

**ELIMINATION PERIOD** means a period of continuous disability which must be satisfied before you are eligible to receive benefits.

**EMPLOYEE** means a person who is in active employment in the United States with us.

**EMPLOYER** is the entity identified on the cover page, and includes any of our divisions, subsidiaries or affiliated companies named in the BENEFITS AT A GLANCE section. Employer is also referred to as "**we**", "**us**", and "**our**". The Employer is the Plan Sponsor.

**GOVERNMENTAL RETIREMENT SYSTEM** means a plan which is part of any federal state, county, municipal or association retirement system, including but not limited to, a state teachers retirement system, public employees retirement system or other similar retirement system for state or local government employees providing for the payment of retirement and/or disability benefits to individuals.

**GROSS DISABILITY PAYMENT** means the benefit amount before we subtract deductible sources of income and disability earnings.

**HOSPITAL OR INSTITUTION** means an accredited facility licensed to provide care and treatment for the condition causing your disability.

**INJURY** means a bodily injury that is the result of an accident and not related to any other cause. Injury which occurs before you are covered under the plan will be treated as a sickness. Disability must begin while you are covered under the plan.



**INSURED** means any person covered under a plan.

**LAW, PLAN OR ACT** means the original enactments of any law, Plan or act and all amendments.

**LIMITED** means what you cannot or are unable to do.

**MATERIAL AND SUBSTANTIAL DUTIES** means duties that:

- are normally required for the performance of your regular occupation; and
- cannot be reasonably omitted or modified.

**MAXIMUM CAPACITY** means, based on your restrictions and limitations, the greatest extent of work you are able to do in your regular occupation, which is reasonably available.

**MAXIMUM PERIOD OF PAYMENT** means the longest period of time the Plan will make payments to you for any one period of disability.

**OCCUPATIONAL SICKNESS OR INJURY** means a sickness or injury that was caused by or aggravated by any employment for pay or profit.

**PART-TIME BASIS** means the ability to work and earn between 20% and 80% of your earnings.

**PAYABLE CLAIM** means a claim for which we are liable under the terms of the Plan.

**PHYSICIAN** means:

- a person performing tasks that are within the limits of his or her medical license; and
- a person who is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients; or
- a person who is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

Unum will not recognize You, or your spouse, children, parents or siblings as a physician for a claim that you send to them.

**PLAN** means this Short-Term Disability plan.

**PLAN SPONSOR** means the Employer.

**REGULAR CARE** means:

- you personally visit a physician as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat your disabling condition(s); and
- you are receiving the most appropriate treatment and care which conforms with generally accepted medical standards, for your disabling condition(s) by a physician whose specialty or experience is the most appropriate for

your disabling condition(s), according to generally accepted medical standards.

**REGULAR OCCUPATION** means the occupation you are routinely performing when your disability begins. Unum will look at your occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific employer or at a specific location.

**RETIREMENT PLAN** means a defined contribution plan or defined benefit plan. These are plans which provide retirement benefits to employees and are not funded entirely by employee contributions. Retirement Plan does not include any plan which is part of any governmental retirement system.

**UNUM** means Unum Life Insurance Company of America  
2211 Congress Street, Portland, Maine 04122, Telephone Number 866-779-1054 or, if also self-insuring New York DBL Benefits, Unum is First Unum Life Insurance Company, 666 Third Avenue, Suite 301, New York, New York 10017, Telephone Number: 212-953-1130

**SICKNESS** means an illness or disease.

**WAITING PERIOD** means the continuous period of time (shown in the Summary of Benefits) that you must be in active employment in an eligible group before you are eligible for coverage under the Plan.

**WE, US** and **OUR** means your Employer, as identified on the cover page.

**BENEFIT** means the total benefit amount an employee is eligible for under the Plan subject to the maximum benefit.

**EARNINGS** means your gross income from your Employer as defined in the Plan.

**PAYMENT** means your payment after any deductible sources of income have been subtracted from your gross disability payment.

**YOU** means a person who is eligible for coverage under the Plan.