



# CONTINENTAL AMERICAN INSURANCE COMPANY

Columbia, South Carolina

800.433.3036

The telephone number above is provided for making inquiries, obtaining information regarding coverage, and assistance in resolving complaints.

## **Endorsement to Policy and Certificate of Insurance**

This Endorsement alters the Policy and the Certificate to which it is attached. Unless specifically addressed by this Endorsement, all other Policy and Certificate provisions, definitions, and terms continue to apply.

Continental American Insurance Company's mailing addresses for claims and premium payments are changed as listed below.

**Notice of Claim and Proof of Loss** should be mailed to the Company at:

P.O. Box 84075, Columbus, Georgia, 31993-9103

**Premium Payments** should be mailed to the Company at:

P.O. Box 84069, Columbus, Georgia, 31908-4069

If applicable, references to 2801 Devine Street, Columbia, SC 29205 are deleted.

Signed for the Company at its Home Office,

Teresa White, President

J. Matthew Loudermilk, Secretary





# CONTINENTAL AMERICAN INSURANCE COMPANY

Home Office: 2801 Devine Street, Columbia, South Carolina 29205

800.433.3036

The telephone number above is provided for making inquiries, obtaining information regarding coverage, and assistance in resolving complaints.

## GROUP SHORT-TERM DISABILITY INSURANCE POLICY

**This coverage only pays benefits for short-term Disability as listed in the Benefit Schedule of this Policy. Benefits are paid for short-term Disability caused by Sickness or Off-the-Job Injury. This Policy does not provide benefits for any other Sickness or condition.**

**IF THE INSURED HAS ANY OTHER DISABILITY BENEFIT IN FORCE WITH US, ONLY ONE DISABILITY BENEFIT IS PAYABLE.**

City of Fort Lauderdale (the "Policyholder") applied for coverage under this Group Short-Term Disability Insurance Policy (the "Plan"). This Plan is issued by Continental American Insurance Company (the "Company," "we," "us," or "our"). Based on the Application and based on the timely payment of premiums, the Company agrees to pay the benefits provided on the following pages. (Please note that male pronouns—such as *he*, *him*, and *his*—are used for both males and females, unless the context clearly shows otherwise.)

You will notice that certain words and phrases (including some medical terms and the names of Plan documents) in this document are capitalized. These refer to terms with very specific definitions as they apply to this insurance Plan.

### **This is a limited Plan. Please read it carefully.**

This Plan becomes effective on the Effective Date at 12:01 a.m., as determined by the Policyholder's address. Plan Termination is governed by Section I. The Plan continues to be effective while premiums are paid, as provided in Section II.

The Plan's first Anniversary Date appears below. Subsequent anniversaries will be the same date each following year.

The Policyholder may add new Employees from time to time, according to the Plan's terms.

This Plan is a legal contract between the Company and the Policyholder. All material printed by the Company on the following pages is part of the Plan. This Plan is delivered in and governed by the laws of the jurisdiction shown below.

In witness whereof, the Company executes this Plan at its home office in Columbia, South Carolina, on the Effective Date.

Signed for the Company at its Home Office,

Teresa White, President

J. Matthew Loudermilk, Secretary

**Group Policy Number** 24781

**Effective Date** 1/1/2021

**Jurisdiction** Florida

**Anniversary Date** 1/1/2022

**Non-Participating**

## **Notice of Non-Insured Benefits**

From time to time, Continental American Insurance Company (CAIC) may offer or provide goods and/or services that are not related to insurance. These goods and services, which could be offered or provided to some people who apply for CAIC coverage or become insured by CAIC, may include (but are not limited to) the following:

- Enrollment services.
- Educational services.
- Benefit statement services.
- Payroll or plan administration services.

The services listed above will fall under the same benefit plan that includes or is related to the applicable CAIC coverage, individual wellness programs, and related services.

In addition, CAIC may arrange for third-party service providers (such as pharmacies, optometrists, dentists, and accountants) to provide discounted goods and services to people who apply for CAIC coverage or who become insured by CAIC.

Though CAIC has arranged these goods, services, and/or third-party provider discounts, the third-party providers—**not CAIC**—are liable to applicants/insureds for these goods and services. CAIC is not responsible for providing the goods and/or services, nor is CAIC liable to applicants/insureds for the negligent provision of these goods and/or services by third-party service providers.

***For information about this notice, call 800.433.3036.***

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## **Section I – Eligibility, Effective Date, Termination, and Portability**

### **Eligibility**

A person is an eligible Employee under this Plan if he meets **all** the following requirements:

- He is An Employee of the Policyholder.
- He is engaged in full-time work.
- He is included in the class of Employees eligible for coverage, as shown on the Application.

### **Effective Date**

The Plan's Effective Date is shown on Page 1.

An Employee's Effective Date is the date his insurance takes effect. That date is **one of** the two following dates:

- The date that is shown on the Certificate Schedule if the Employee is Actively at Work on that date.
- The date the Employee returns to an Actively-at-Work status if he is not Actively at Work on the date that is shown on the Certificate Schedule.

### **Plan Termination**

The Plan may terminate for any of the following reasons:

- The premium is not paid before the end of the Grace Period.
- The Company cancels the Plan any time after the end of the first premium year.
- The number of participating Employees is less than the number mutually agreed upon by the Company and the Policyholder in the signed master Application.

The Company must give 45 days' written notice of termination to the Policyholder's last known address. If we fail to provide the 45 days' notice, the coverage will remain in effect at the existing rates until 45 days after the notice is given or until the effective date of replacement coverage obtained by the Insured, whichever occurs first.

The Policyholder has the sole responsibility to notify Employees of the Plan's termination.

If the Plan terminates, it—and all Certificates issued under the Plan—will terminate on the specified termination date. The termination occurs as of 12:01 a.m. at the Policyholder's address. If the Plan terminates, we will provide coverage for claims arising from Covered Accidents that occurred while the Plan was in force.

### **Termination of an Employee's Insurance**

An Employee's insurance will terminate on whichever occurs first:

- The date the Company terminates the Plan.
- The 31st day after the premium due date, if the premium has not been paid.
- The date he no longer meets the Plan's definition of an Employee.
- The date he no longer belongs to an eligible class.
- On the premium due date which falls on or first follows an Employee's 75th birthday.

If an Insured's coverage ends, we will provide coverage for claims arising from short-term Disability that was first diagnosed while his coverage was in force.

## **Portability Privilege**

When an Employee ends employment with the Employer and his coverage would otherwise terminate, that Employee may elect to continue his coverage under this Plan. The Employee may continue the coverage that he had on the date his employment ended, including any in-force Spouse or Dependent Child coverage.

- The following conditions must be met for an Employee to keep his Certificate in force:
  - Within 31 days after the date his insurance would otherwise terminate, the Employee must notify the Company. Notification may be via written notice sent to P.O. Box 427, Columbia, South Carolina, 29202; or by calling the Customer Service number at 800.433.3036; **and**
  - The Employee must pay the required premium directly to the Company no later than 31 days after the date the Certificate would otherwise terminate and on each premium due date thereafter.
- Insurance will end on the earlier of these dates:
  - 31 days after the date the Employee failed to pay any required premium
  - The date this Group Policy is terminated
- However, coverage may not be continued if:
  - The Employee failed to pay any required premium, **or**
  - This Group Policy terminates.

Notification of any changes in the plan will be provided directly to each Insured by the Company.

If an Employee qualifies for this Portability Privilege, then the Company will apply the same Benefits, Plan Provisions, and Premium Rate as shown in his previously issued Certificate.

## **Section II – Premium Provisions**

### **Premium Calculations**

The Schedule of Premiums determines the premium amount payable on any premium due date. The rates shown in this Schedule can be changed each year after the rate guarantee period has expired. The Company will give the Policyholder written notice 45 days before any change in rates becomes effective.

### **Premium Payments**

The first premiums are due on this Plan's Effective Date. After that, premiums are due on the first day of each month that the Plan remains in effect.

Aggregate premiums for this Plan should be paid to the Company at its Home Office in Columbia, South Carolina. Payment of any premium will not keep the Plan in force beyond the due date of the next premium, except as set forth in the Grace Period.

### **Grace Period**

This Plan has a 31-day Grace Period. If a renewal premium is not paid on or before its due date, the premium may be paid during the next 31 days. During the Grace Period, the Plan will stay in force, unless the Policyholder has given the Company written notice of its intention to discontinue the Plan.

## **Section III – Definitions**

When the terms below are used in this Plan, the following definitions will apply:

*Actively at Work* refers to an Insured's ability to perform his regular employment duties for a full normal workday. The Insured may perform these activities either at his employer's regular place of business or at a location where the Insured may be required to travel to perform the regular duties of his employment.

**Base Annual Pay** is the Employee's annual income from his Full-Time Job with the Policyholder. This pay excludes overtime pay, bonuses, or any other special pay.

**Benefit Period** is the maximum number of days *after* the Elimination Period, if any, for which the Insured can be paid benefits for any Period of Disability. Each new Benefit Period is subject to a new Elimination Period. See the Benefit Schedule for the Benefit Period.

For the purposes of this calculation, a “month” is defined as 30 days for which benefits are paid.

**Complications of Pregnancy** refers to:

- Conditions requiring Medical Treatment that comes before or comes after the termination of a pregnancy. The diagnoses for this Medical Treatment must be distinct from pregnancy but either adversely affected by pregnancy or caused by pregnancy. For a condition to be a Complication of Pregnancy, it must constitute a classifiably distinct pregnancy complication. Examples of such Complications of Pregnancy are:
  - Acute nephritis,
  - Nephrosis,
  - Cardiac decompensation,
  - Missed abortion,
  - Disease of the vascular, hemopoietic, nervous, or endocrine systems, and
  - Similar medical and surgical conditions of comparable severity.
- Further Complications of Pregnancy include:
  - Hyperemesis gravidarum and pre-eclampsia requiring hospital confinement,
  - Ectopic pregnancy that is terminated, and
  - Spontaneous termination of pregnancy that occurs during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy *do not include* the following conditions:

- multiple gestation pregnancy.
- false labor.
- occasional spotting.
- morning sickness.

Other similar conditions associated with a difficult pregnancy are not considered Complications of Pregnancy.

Cesarean deliveries are not considered Complications of Pregnancy.

**Daily Disability Benefit** is one-thirtieth of the applicable monthly Disability benefit shown on the Benefit Schedule.

### **Disability**

- **Total Disability** before benefits have been paid for one year for a Period of Disability, means that due to Injuries or Sickness:
  1. you are not able to perform the substantial and material duties of your occupation; and
  2. you are receiving care by a Physician which is appropriate for the condition causing the disability; and

After benefits have been paid for one year for a Period of Disability, Total Disability means that due to Injuries or Sickness:

1. you are not able to engage in any gainful occupation in which you might reasonably be expected to engage because of education, training or experience; and

2. you are receiving care by a Physician which is appropriate for the condition causing the disability; and
- **Partial Disability** refers to the Insured's being under the care and attendance of a Doctor due to a condition that causes his inability to perform the material and substantial duties of his Full-Time Job. To qualify as Partial Disability, the Insured is able to work at any job earning less than **80** percent of the Base Annual Pay of his Full-Time Job at the time he became disabled.

**Doctor** is defined as a person who meets **all** the following criteria:

- A person who is legally qualified to practice medicine.
- A person who is licensed as a physician by the state where Treatment is received.
- A person who is licensed to treat the type of condition for which a claim is made.

A Doctor does **not** include the Insured or the Insured's Family Member.

**Elimination Period** is the number of continuous days at the beginning of the Insured's Period of Disability for which no benefits are payable. See the Benefit Schedule for the Elimination Period. Each new Benefit Period is subject to a new Elimination Period.

**Employee** is a person who meets eligibility requirements under **Section I – Eligibility**, and who is covered under this Plan. The Employee is the Insured under this Plan.

**Family Member** includes anyone related to the Insured in the following manner: spouse, brothers or sisters (includes stepbrothers and stepsisters); children (includes stepchildren); parents (includes stepparents); grandchildren, father- or mother-in-law; as applicable.

**Full-Time Job** refers to a job at which the Insured works, performing his occupational duties for pay or benefits, for the required number of hours per week. This requirement appears under the Eligibility section of the Benefit Schedule.

**Injury** refers to an Off-the-Job bodily injury not otherwise excluded. An Injury meets **all** the following criteria:

- It is directly caused by a covered accident.
- It is not caused by Sickness, disease, bodily infirmity, or any other cause.
- It occurs on or after the Effective Date of coverage and while coverage is in force.

**Insured** means the eligible person whose coverage under the Certificate becomes effective. The Insured is named on his Certificate Schedule. The Insured is always the covered eligible Employee under an employer group Policy.

**Medically Necessary** refers to Treatment, services, or supplies that are necessary and appropriate for the diagnosis or Treatment of a Sickness or an Injury based upon generally accepted medical practice.

**Mental Illness** is defined as a Total Disability resulting from psychiatric or psychological conditions, regardless of cause. Mental Illness includes but is not limited to the following: bipolar affective disorder (manic-depressive syndrome), delusional (paranoid) disorders, psychotic disorders, somatoform disorders (psychosomatic illness), eating disorders, schizophrenia, anxiety disorders, depression, stress, post-partum depression, personality disorders and adjustment disorders. It also includes any other condition usually treated by a Doctor, mental health provider, or other qualified provider using psychotherapy, psychotropic drugs or other similar modalities used in the treatment of the above conditions.

**Off-the-Job Injury** means an Injury that occurs while the Insured is not working at any job for pay or benefits.

**On-the-Job Injury** means an Injury that occurs while the Insured is working at any job for pay or benefits.

**Period of Disability** means the length of time the Insured is either Totally Disabled or Partially Disabled from one or more causes. It starts the first full day of Total Disability or Partial Disability after the Insured ceases to be Actively at Work for the Policyholder. It ends on the **earlier** of the following two dates:

- The date the Insured ceases to be Totally Disabled or Partially Disabled.
- The date the Insured returns to an Actively at Work status for any employer.

**Sickness** refers to a covered illness, disease, infection, or any other abnormal physical condition. Sickness must meet **all** the following criteria:

- It must not be caused by an Injury.
- It first manifested and was first treated after the Effective Date of coverage.
- It occurs while coverage is in force.

**Treatment** or **Medical Treatment** is the consultation, care, or services provided by a Doctor. This includes receiving any diagnostic measures and taking prescribed drugs and medicines.

## **Section IV – Benefit Provisions**

The benefit amounts payable under this section are shown in the Benefit Schedule.

**We will pay the following benefits, as applicable, if the Insured’s Disability is caused by a covered Sickness or covered Injury and occurs while this coverage is in force. All benefits are subject to the Limitations and Exclusions, Pre-existing Condition Limitations, and other Policy terms.**

Benefits will be paid for only one Disability at a time, even if the Disability is caused by more than one Sickness, more than one Injury, or a Sickness and an Injury. **We reserve the right to meet with the Insured while a claim is pending, or to use an independent consultant and Doctor’s statement to determine whether the Insured is qualified to receive Disability benefits.**

**The Insured must be under the care and attendance of a Doctor for these benefits to be payable. Benefits will cease on the date of the Insured’s death.**

### **Separate Periods of Disability**

#### **SAME OR RELATED CONDITION**

Separate Periods of Disability resulting from the **same condition or a related condition** are considered a continuation of the prior Disability if they are not separated by 180 days or more.

Once the maximum *Total Disability Benefit Period* or maximum *Partial Disability Benefit Period* has been paid, the Insured will not be eligible for a new *Total Disability Benefit Period* or for a new *Partial Disability Benefit Period* for Disability due to the **same condition or a related condition**, until **180** days after **all** the following conditions are met:

- He has been released by a Doctor from the prior Disability.
- He is no longer disabled.
- He is no longer qualified to receive any Disability benefits under this Policy.

After his Disability Benefit Period, the Insured may continue his coverage if **all** the following conditions are met:

- He returns to work within 90 days after his Benefit Period ends.
- Premium payments for his coverage resumes upon his return to work.
- The group Policy is still in force upon his return to work.

## **UNRELATED CAUSES**

Separate Periods of Disability resulting from **unrelated causes** are considered a continuation of the prior Disability if they are not separated by the Insured's returning to work at a Full-Time Job for 14 consecutive days, during which he is performing the material and substantial duties of that job.

Once the maximum *Total Disability Benefit Period* or maximum *Partial Disability Benefit Period* has been paid, the Insured will not be eligible for a new *Total Disability Benefit Period* or for a new *Partial Disability Benefit Period* for Disability due to an **unrelated cause**, until 14 consecutive days after **all** the following conditions are met:

- He has been released by a Doctor from a prior Disability.
- He is no longer disabled.
- He is no longer qualified to receive any Disability benefits under this Policy.

After his Disability Benefit Period, the Insured may continue his coverage if **all** the following conditions are met:

- He returns to work within 90 days after his Benefit Period ends.
- Premium payments for his coverage resumes upon his return to work.
- The group Policy is still in force upon his return to work.

Periods of Disability meeting either of these separation requirements will begin a new *Total Disability Benefit Period* or a new *Partial Disability Benefit Period* (a maximum of 3 months), subject to a new Elimination Period.

The Partial Disability Benefit has its own Benefit Period; it is not subject to the Total Disability Benefit Period. An insured may be eligible for the Partial Disability Benefit even if he had not received the Total Disability Benefit.

## **TOTAL DISABILITY BENEFIT: SICKNESS or OFF-THE-JOB INJURY**

If the Insured has a Full-Time Job at the time of his Sickness or Off-the-Job Injury, we will insure him as follows while coverage is in force:

If the Insured's covered Sickness or covered Off-the-Job Injury causes his Total Disability within **90** days of his last Treatment for his covered Sickness or covered Off-the-Job Injury, we will pay him the Daily Disability Benefit for each day of his Total Disability. This benefit is payable up to the Total Disability Benefit Period and is subject to the Elimination Period shown in the Benefit Schedule. The Total Disability Benefit Period begins after the Elimination Period has been satisfied. Also see the Uniform Provision titled "Term," and the definition of "Benefit Period."

You will no longer be qualified to receive this benefit once released by your Doctor to perform the material and substantial duties of your Full-Time Job.

## **PARTIAL DISABILITY BENEFIT: SICKNESS or OFF-THE-JOB INJURY**

If the Insured has a Full-Time Job at the time of his Sickness or Off-the-Job Injury, we will insure him as follows while coverage is in force:

If the Insured's covered Sickness or covered Off-the-Job Injury causes his Partial Disability within **90** days of his last Treatment for his covered Sickness or covered Off-the-Job Injury, we will pay **50** percent of the Daily Disability Benefit for each day of his Partial Disability. This benefit is payable up to the Partial Disability Benefit Period (a maximum period of 3 months) and is subject to the Elimination Period. The Partial Disability Benefit Period and the Elimination Period appear in the Benefit Schedule. The Partial Disability Benefit Period begins after the Elimination Period has been satisfied and after the Insured returns to work earning less than 80 percent of the Base Annual Pay of his Full-Time job.

The Insured will no longer be qualified to receive this benefit upon the earlier of his: (1) being released by his Doctor to perform the material and substantial duties of his Full-Time Job, or (2) working at any job earning **80** percent or more of his pre-Disability Annual Income.

## **WAIVER OF PREMIUM BENEFIT**

If the Insured's covered Sickness or covered Off-the-Job Injury causes his Total Disability or Partial Disability for more than 90 consecutive days while this coverage is in force, we will waive, from month to month, the premium for the Certificate and any applicable rider(s) for as long as he remains disabled, up to the applicable Benefit Period shown in the Benefit Schedule.

For premiums to be waived, we will require an employer's statement and a Doctor's statement certifying the Insured's inability to perform his customary duties or activities, and may each month thereafter require a Doctor's statement that his inability to perform those duties or activities continues. We may ask for and use an independent consultant to determine the Insured's Disability when this benefit is in force.

All premiums must be paid to keep an Insured's Certificate and any applicable rider(s) in force until we approve his claim for this Waiver of Premium Benefit. Premium payments for the Insured must resume the earlier of his returning to work or within 90 days after he no longer qualifies for Disability benefits.

**The Waiver of Premium Benefit is not available with a three-month Total Disability Benefit Period.**

## **Section V – Limitations & Exclusions Provisions**

### **Pre-Existing Conditions Limitation**

*Pre-existing Condition* is an illness, disease, infection, disorder, pregnancy, or injury that existed within the 12-month period before the Insured's Effective Date. For a condition to have been Pre-existing:

- a Doctor must have advised, diagnosed, or treated the Insured, **or**
- symptoms existed that would ordinarily cause a prudent person to seek medical advice or treatment.

We will **not** pay benefits for any Disability resulting from or affected by a Pre-existing Condition if the Disability was diagnosed within the 12-month period after the Insured's Effective Date.

The Company will not reduce or deny a claim for benefits for any Disability that was diagnosed more than 12 months after the Insured's Effective Date.

### **Pregnancy Limitation**

**Within the first nine months of the Effective Date of coverage**, we will *not* pay benefits for a Disability that is caused by, or occurs as a result of, the Insured's Pregnancy or childbirth. Disability due to Complications of Pregnancy will be covered to the same extent as a covered Sickness.

**After this coverage has been in force for nine months from the Effective Date of coverage**, Disability benefits for childbirth *will be* payable. The maximum Period of Disability allowed for Disability due to childbirth is **six weeks for noncesarean delivery** and **eight weeks for cesarean delivery**, less the Elimination Period, unless the Insured furnishes proof that her Disability continues beyond these time frames due to Complications of Pregnancy.

### **Continuity of Coverage Upon Transfer of Insurance Carriers**

When we replace another carrier's plan, we provide the following Continuity of Coverage protection. We provide this coverage for loss due to a Pre-existing Condition for covered Employees who were insured under the prior plan at the time of transfer.

Benefits may be payable for a loss due to a pre-existing condition for an Employee if **all** of the following conditions are met:

- He was insured by the prior carrier at the time of transfer.
- He was actively employed and insured under this Plan on its Effective Date.

- His Benefit Period and Elimination Period under his prior coverage is the same as, or less than, his Benefit Period and Elimination Period under this Plan.

The benefits will be determined as follows:

- We will apply this Plan's Pre-existing Conditions Limitation. If the Employee qualifies for benefits, he will be paid according to his Certificate's Benefit Schedule.
- If the Employee cannot satisfy this Plan's Pre-existing Conditions Limitation, the prior carrier's pre-existing condition limitation will be applied:
  - If the Employee satisfies the prior carrier's pre-existing condition limitation, giving consideration towards continuous time insured under both policies, he will be paid according to the prior carrier's benefit schedule (including benefit period, elimination period, and maximum monthly benefit).
  - If he cannot satisfy the Pre-existing Conditions Limitation of this Policy, or that of the prior carrier, no benefit will be paid.

### **Limitations and Exclusions**

- A. We will not pay benefits whenever coverage provided by this Policy is in violation of any U.S. economic or trade sanctions. If the coverage violates U.S. economic or trade sanctions, such coverage shall be null and void.
- B. We will not pay benefits whenever fraud is committed in making a claim under this coverage or any prior claim under any other Aflac coverage for which the Insured received benefits that were not lawfully due and that fraudulently induced payment.
- C. We will not pay benefits for a Disability that is caused by or occurs as a result of:
1. participating in war or any act of war, declared or not; participating in the armed forces of, or contracting with, any country or international authority. War does not include acts of terrorism. We will return the prorated premium for any period not covered by his Certificate when the Insured is in such service.
  2. Actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Reserve.
  3. An intentionally self-inflicted Injury.
  4. A commission of a crime for which the Insured has been convicted; we will not pay a benefit for any Period of Disability during which the Insured is incarcerated.
  5. Travel in, or jumping or descent from any aircraft, except when a fare-paying passenger in a licensed passenger aircraft.
  6. An Injury arising from any employment.
  7. Injury or Sickness covered by Worker's Compensation.

**Benefits will be paid for only one Disability at a time, even if the Disability is caused by more than one Sickness, more than one Injury, or a Sickness and an Injury.**

## **Section VI – Claim Provisions**

### **Notice of Claim**

The Insured must give written notice of claim:

- Within 60 days after a diagnosis of Disability **or**
- As soon as reasonably possible.

Notice must include the Insured's name and the Certificate number. Notice can be mailed to the Company at:  
**P.O. Box 427, Columbia, South Carolina, 29202.**

### **Claim Forms**

When the Company receives notice of a claim, we will send the Insured forms so that he can file Proof of Loss (details included in the **Proof of Loss** section below).

If the Company does not provide the forms within 15 working days, the Insured can meet Proof of Loss requirements by providing a written statement about the nature and extent of the loss. The Insured will also need to provide a statement by the treating Doctor. The Insured must provide this information within the time limit stated in the **Proof of Loss** section.

### **Proof of Loss**

*Proof of Loss* refers to all documentation that supports a claim (this information is often found in standardized medical documents, such as hospital bills and operative reports). The Insured must provide Proof of Loss to the Company at:

**P.O. Box 427, Columbia, South Carolina, 29202.**

The Insured must provide Proof of Loss documentation within 90 days after the date of diagnosis of the Disability. However, the Company will not invalidate or reduce any claim if it was not reasonably possible for the Insured to provide this proof within the required time.

The Insured must provide the proof as soon as reasonably possible.

### **Claims Payment Timeframe**

Once we receive proper Proof of Loss, we will process the Insured's claim. If the claim can be paid, and a benefit provides for periodic payments, we will pay those benefits on a monthly basis. For other payable benefits, we will pay those claims as soon as we receive proper written proof

### **Payment of Claims**

We will pay all benefits to the Insured unless otherwise assigned. For any benefits that remain unpaid at the time of death, we will pay those benefits in the following order:

1. To any approved assignee.
2. To the Insured's beneficiary.
3. To the Insured's surviving spouse.
4. To the Insured's estate.

### **Changing of Beneficiary**

The insured can change the beneficiary at any time by giving the insurer written notice. The beneficiary's consent is not required for this or any other change in the policy, unless the designation of the beneficiary is irrevocable.

### **Unpaid Premium**

When a claim is paid, we may deduct any premium due and unpaid from the claim payment.

### **Physical Examination and Autopsy**

The Company may have an Insured examined as often as reasonably necessary while a claim is pending. In the case of death, the Company may also require an autopsy, unless prohibited by law. The Company will cover all costs for exams or autopsy.

### **Legal Action**

The Insured cannot take legal action against us for benefits under this Plan:

- Within 60 days after he has sent us written Proof of Loss; **or**
- After the expiration of the applicable statute of limitations from the time written Proof of Loss is required to be given.

## **Section VII – General Provisions**

### **Assignment**

We will not assume responsibility for determining the validity of an assignment of the Insured's benefits to a provider of services. No such assignment of benefits will be recognized until we receive notice that the Insured has specifically assigned the benefits of his Group Short-Term Disability Insurance Certificate.

### **Other Insurance With Continental American Insurance Company**

If the Insured is covered under more than one Continental American Insurance Certificate with Disability benefits, only one Disability benefit chosen by the Insured or the Insured's estate, as the case may be, will be effective. We will return all premiums paid for the canceled benefits from the date of duplication, less any benefits paid under these policies from such date.

### **Entire Contract Changes**

The *Entire Contract of Insurance* is made up of:

- this Policy
- the Master Application
- Certificates
- endorsements
- benefit agreements **and**
- riders (if any).

All statements (excluding fraudulent ones) that the Policyholder or an Insured has made in the Application will be considered representations, **not** warranties.

If statements on the Application require additional review, the Company will send a copy of the Application to:

- the Policyholder, **or**
- the Insured, **or**
- the Insured's beneficiary.

This will ensure that Policyholders or Insureds have an opportunity to review the information they have provided in their Applications. The Company *will not* void insurance or reduce benefits (as a result of statements made on the Application) without sending Application copies as outlined above.

Changes to this Plan:

- will not be valid unless approved in writing by an executive officer of the Company.
- must be noted on or attached to the Contract.
- may not be made by any agent (nor can an agent waive any Plan provisions).

### **Time Limit on Certain Defenses**

After two years from the Effective Date of the Insured's coverage, no misstatements, except fraudulent misstatements, made by the Insured in the Application shall be used to void his coverage or to deny a claim for Disability commencing after the expiration of such two-year period.

No claim for loss incurred or Disability commencing after 12 months from the Effective Date of coverage shall be reduced on the grounds that a Sickness or physical condition, not excluded from coverage by name or specific description, had existed before the Effective Date of coverage. Coverage for Pre-existing Conditions will not be reduced or denied after the Insured's coverage has been in force 12 months.

### **Misstatement of Age**

If the Insured's age has been misstated on the Application, the benefits will be those the premium paid would have purchased at the correct age. We will refund all unearned premiums paid, less any benefits paid, if the Insured's misstated age at the time of Application was outside the age limits for his coverage.

### **Misstatement of Occupation or Income**

If the Insured's occupation has been misstated, the benefits will be those that the premiums paid would have purchased for his correct occupation. If his income has been misstated, the benefit payable will be that which would have been allowed for his true income level, and any overpayment of premium will be refunded.

### **Clerical Error**

Clerical error by the Policyholder will not end coverage or continue terminated coverage. In the event of a clerical error, we will make a premium adjustment.

### **Individual Certificates**

We will give the Policyholder a Certificate for each Employee. The Certificate will set forth:

- The coverage,
- To whom benefits will be paid, **and**
- The rights and privileges under the Plan.

### **Required Information**

The Policyholder will furnish all information and proofs which we may reasonably require with regard to the Plan.

### **Conformity With State Statutes**

This Plan was issued on its Effective Date in the state noted on the Master Application. Any Plan provision that conflicts with that state's statutes is amended to conform to the minimum requirements of those statutes.

## Section VIII – Benefit Schedule

### ELIGIBILITY

All Full-Time Employees working at least 19 hours or more weekly, who are Actively at Work, and have completed at least 6 months of continuous employment with the Policyholder.

### BENEFIT PERIOD

Benefit	Benefit Period
Total Disability (Non-Occupational)	3 Months
Partial Disability	3 Months
Mental Illness Limited Benefit	90 Days per 12-month period, lifetime maximum
Alcoholism and Drug Addiction Limited Benefit	90 Days per 12-month period, lifetime maximum

### ELIMINATION PERIOD

Total and/or Partial Disability	Elimination Period
Injury	7 Days
Sickness	7 Days

## Section IX – Schedule of Premiums

The Monthly Benefit Amount for Total Disability issued is subject to 60% of the eligible Employee's Base Annual Pay.\*

### BENEFIT AMOUNTS

Minimum	3 units (\$300/Month)
Maximum	60 units (\$6,000/Month)
The percentage of income replacement may vary for state-sponsored disability programs for Employees who reside in: California, Hawaii, New Jersey, New York, Puerto Rico, Rhode Island	

*\*Base Annual Pay* is the Employee's annual income from his Full-Time Job with his employer. This pay excludes overtime pay, bonuses, or any other special pay.

The maximum benefit for which the Employee is eligible to apply will be reduced by any other group, individual, or franchise Disability Income coverage to be continued.

Any increase in the Monthly Disability Benefit due to an increase in earnings is subject to written Application to and acceptance by Continental American Insurance Company. Evidence of insurability may be required.

**PREMIUMS**

The table below shows the premiums applicable to the Plan on the Effective Date. The rates shown are for each \$100.00 of monthly benefit amount and include the rate for Partial Disability Benefits. Rates can be changed annually.

RATES TABLE FOR: CITY OF FORT LAUDERDALE - GP-21433 / GROUP DISABILITY - PLAN-129103

DEDUCTION FREQUENCY : Monthly (12pp / yr)

Age Band	18-49	50-64	65-74
Premium Rate	2.21000	2.21000	2.73000

Enrollment Rates

Annual Salary Range	Monthly Benefit	Age 18-49	Age 50-64	Age 65-74
\$9,000 to \$7,999	\$300	\$6.63	\$6.63	\$8.19
\$8,000 to \$9,999	\$400	\$8.84	\$8.84	\$10.92
\$10,000 to \$11,999	\$500	\$11.05	\$11.05	\$13.65
\$12,000 to \$13,999	\$600	\$13.26	\$13.26	\$16.38
\$14,000 to \$15,999	\$700	\$15.47	\$15.47	\$19.11
\$16,000 to \$17,999	\$800	\$17.68	\$17.68	\$21.84
\$18,000 to \$19,999	\$900	\$19.89	\$19.89	\$24.57
\$20,000 to \$21,999	\$1,000	\$22.10	\$22.10	\$27.30
\$22,000 to \$23,999	\$1,100	\$24.31	\$24.31	\$30.03
\$24,000 to \$25,999	\$1,200	\$26.52	\$26.52	\$32.76
\$26,000 to \$27,999	\$1,300	\$28.73	\$28.73	\$35.49
\$28,000 to \$29,999	\$1,400	\$30.94	\$30.94	\$38.22
\$30,000 to \$31,999	\$1,500	\$33.15	\$33.15	\$40.95
\$32,000 to \$33,999	\$1,600	\$35.36	\$35.36	\$43.68
\$34,000 to \$35,999	\$1,700	\$37.57	\$37.57	\$46.41
\$36,000 to \$37,999	\$1,800	\$39.78	\$39.78	\$49.14
\$38,000 to \$39,999	\$1,900	\$41.99	\$41.99	\$51.87
\$40,000 to \$41,999	\$2,000	\$44.20	\$44.20	\$54.60
\$42,000 to \$43,999	\$2,100	\$46.41	\$46.41	\$57.33
\$44,000 to \$45,999	\$2,200	\$48.62	\$48.62	\$60.06
\$46,000 to \$47,999	\$2,300	\$50.83	\$50.83	\$62.79
\$48,000 to \$49,999	\$2,400	\$53.04	\$53.04	\$65.52
\$50,000 to \$51,999	\$2,500	\$55.25	\$55.25	\$68.25
\$52,000 to \$53,999	\$2,600	\$57.46	\$57.46	\$70.98
\$54,000 to \$55,999	\$2,700	\$59.67	\$59.67	\$73.71
\$56,000 to \$57,999	\$2,800	\$61.88	\$61.88	\$76.44
\$58,000 to \$59,999	\$2,900	\$64.09	\$64.09	\$79.17
\$60,000 to \$61,999	\$3,000	\$66.30	\$66.30	\$81.90
\$62,000 to \$63,999	\$3,100	\$68.51	\$68.51	\$84.63
\$64,000 to \$65,999	\$3,200	\$70.72	\$70.72	\$87.36
\$66,000 to \$67,999	\$3,300	\$72.93	\$72.93	\$90.09

\$68,000 to \$69,999	\$3,400	\$75.14	\$75.14	\$92.82
\$70,000 to \$71,999	\$3,500	\$77.35	\$77.35	\$95.55
\$72,000 to \$73,999	\$3,600	\$79.56	\$79.56	\$98.28
\$74,000 to \$75,999	\$3,700	\$81.77	\$81.77	\$101.01
\$76,000 to \$77,999	\$3,800	\$83.98	\$83.98	\$103.74
\$78,000 to \$79,999	\$3,900	\$86.19	\$86.19	\$106.47
\$80,000 to \$81,999	\$4,000	\$88.40	\$88.40	\$109.20
\$82,000 to \$83,999	\$4,100	\$90.61	\$90.61	\$111.93
\$84,000 to \$85,999	\$4,200	\$92.82	\$92.82	\$114.66
\$86,000 to \$87,999	\$4,300	\$95.03	\$95.03	\$117.39
\$88,000 to \$89,999	\$4,400	\$97.24	\$97.24	\$120.12
\$90,000 to \$91,999	\$4,500	\$99.45	\$99.45	\$122.85
\$92,000 to \$93,999	\$4,600	\$101.66	\$101.66	\$125.58
\$94,000 to \$95,999	\$4,700	\$103.87	\$103.87	\$128.31
\$96,000 to \$97,999	\$4,800	\$106.08	\$106.08	\$131.04
\$98,000 to \$99,999	\$4,900	\$108.29	\$108.29	\$133.77
\$100,000 to \$101,999	\$5,000	\$110.50	\$110.50	\$136.50
\$102,000 to \$103,999	\$5,100	\$112.71	\$112.71	\$139.23
\$104,000 to \$105,999	\$5,200	\$114.92	\$114.92	\$141.96
\$106,000 to \$107,999	\$5,300	\$117.13	\$117.13	\$144.69
\$108,000 to \$109,999	\$5,400	\$119.34	\$119.34	\$147.42
\$110,000 to \$111,999	\$5,500	\$121.55	\$121.55	\$150.15
\$112,000 to \$113,999	\$5,600	\$123.76	\$123.76	\$152.88
\$114,000 to \$115,999	\$5,700	\$125.97	\$125.97	\$155.61
\$116,000 to \$117,999	\$5,800	\$128.18	\$128.18	\$158.34
\$118,000 to \$119,999	\$5,900	\$130.39	\$130.39	\$161.07
\$120,000 or more	\$6,000	\$132.60	\$132.60	\$163.80

