University Of Virginia

Your Group Long Term Disability Plan

Identification No. 00353431.001

Underwritten by Unum Life Insurance Company of America

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# TABLE OF CONTENTS

CERTIFICATE OF COVERAGE .................................. 1
PLAN OUTLINE ........................................... 2
TERMS YOU SHOULD KNOW ................................ 4
ENROLLMENT AND DATE INSURANCE STARTS .......... 7
DISABILITY ............................................... 8
RECURRENT DISABILITY .................................. 10
SURVIVOR BENEFIT ....................................... 10
GENERAL EXCLUSIONS .................................... 10
PRE-EXISTING CONDITION EXCLUSION .................. 11
COST OF LIVING ADJUSTMENT .............................. 11
CONTINUITY OF COVERAGE UPON TRANSFER OF INSURANCE CARRIERS ......................................... 11
TERMINATION .............................................. 13
CONVERSION PRIVILEGE ................................... 13
SOME GENERAL INFORMATION TO KNOW ................ 15
CERTIFICATE OF COVERAGE

UNUM Life Insurance Company of America (referred to as "we," "our" and "us") welcomes your employer as a client.

This is your certificate of coverage as long as you are eligible for insurance and you become and remain insured. Keep it in a safe place.

A few words about this certificate of coverage.....

We have written it in plain English. But a few terms and provisions are written as required by insurance law. You will want to read it carefully. If you have any questions about any terms and provisions, please contact the Insurance Administrator at your work location or write to our claims paying office. We will assist you in any way we can to help you understand your benefits.

Also, if the terms of your certificate of coverage and the policy differ, the policy will govern. Your coverage may be terminated or modified in whole or in part under the terms and provisions of the policy.

[Signature]

President
PLAN OUTLINE

Description of Eligible Classes

Housestaff Employees and Residents

Amount of Insurance

- 70% (benefit percentage) of basic monthly earnings not to exceed the maximum monthly benefit, less other income benefits.
  
  Note: This benefit is subject to reductions for earnings as provided in the section titled "How is the benefit figured?"

- The maximum monthly benefit is $8,000.

- The minimum monthly benefit is the greater of:
  1. $100.00; or
  2. 10% of the monthly benefit before deductions for other income benefits.

Maximum Benefit Period

<table>
<thead>
<tr>
<th>Age at Disability</th>
<th>Maximum Benefit Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than age 60</td>
<td>To age 65 but not less than 60 months</td>
</tr>
<tr>
<td>60</td>
<td>60 months</td>
</tr>
<tr>
<td>61</td>
<td>48 months</td>
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<tr>
<td>62</td>
<td>42 months</td>
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<tr>
<td>63</td>
<td>36 months</td>
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<tr>
<td>64</td>
<td>30 months</td>
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<tr>
<td>65</td>
<td>24 months</td>
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<tr>
<td>66</td>
<td>21 months</td>
</tr>
<tr>
<td>67</td>
<td>18 months</td>
</tr>
<tr>
<td>68</td>
<td>15 months</td>
</tr>
<tr>
<td>69 and over</td>
<td>12 months</td>
</tr>
</tbody>
</table>

Elimination Period:

- 90 days

Minimum Requirement for Active Employment: 30 hours per week

Definition of Basic Monthly Earnings

"Basic monthly earnings" means your monthly rate of earnings from the employer in effect just prior to the date disability begins. It does not include commissions, bonuses, overtime pay and other extra compensation.
Waiting Period:

- If you were in an eligible class on or before the policy effective date: None
- If you entered an eligible class after the policy effective date: None

You must be in continuous active employment in an eligible class during the specified waiting period.

Contributions

- The cost of your insurance is paid entirely by your employer.

Changes Effective

Subject to the delayed effective date exceptions, changes in insurance take effect immediately.

Continuation of Your Insurance During Certain Absences

<table>
<thead>
<tr>
<th>Type of Absence</th>
<th>Time Limit</th>
</tr>
</thead>
</table>
| Temporary Layoff or Leave of Absence | To the end of the policy month following the policy month in which the layoff or leave of absence begins.

Discretionary Authority

In making any benefits determination under the policy, we shall have the discretionary authority both to determine your eligibility for benefits and to construe the terms of the policy.
TERMS YOU SHOULD KNOW

Many terms used in your certificate of coverage have special meanings. A list of these terms and meanings follows:

- "Active employment" means you must be working:
  1. for your employer on a full-time basis and paid regular earnings (temporary or seasonal employees are excluded);
  2. at least the minimum number of hours shown in the plan outline; and either
  3. at your employer's usual place of business; or
  4. at a location to which your employer's business requires you to travel, or anywhere in the world.

- "Basic monthly earnings" - as defined in the plan outline.

- "Disability" or "disabled" - see the end of these terms.

- "Elimination period" means the date you become eligible for insurance after completing the waiting period shown in the plan outline.

- "Eligibility date" means a period of consecutive days of disability for which no benefit is payable. The elimination period is shown in the plan outline and begins on the first day of disability.
  
  Note: If disability stops during the elimination period for any 30 (or less) days, then the disability will be treated as continuous. But days that you are not disabled will not count toward the elimination period.

- "Employer" means the policyholder and includes any division, any subsidiary or any affiliated company named in the policy.

- "Evidence of insurability" means a statement or proof of your medical history upon which we will determine your acceptance for insurance.

- "Gross monthly benefit" means your benefit amount before any reduction for other income benefits and earnings.

- "Home office" means the UNUM Life Insurance Company of America, 2211 Congress Street, Portland, Maine 04122.

- "Indexed pre-disability earnings" means your basic monthly earnings in effect just prior to the date your disability began adjusted on the first anniversary of benefit payments and each following anniversary. Each adjustment will be based on the lesser of 10% or the current annual percentage increase in the Consumer Price Index.
  
  Note: The Consumer Price Index (CPI-W) is published by the U.S. Department of Labor. We reserve the right to use some other similar measurement if the Department of Labor changes or stops publishing the CPI-W.

- "Injury" means bodily injury resulting directly from an accident and independently of all other causes. The injury must occur and disability must begin while you are insured under the policy.

- "Monthly benefit" means the amount we will pay you when you are disabled.

- "Physician" means a person who is:
  
  1. operating within the scope of his license; and either
  2. licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
3. legally qualified as a medical practitioner and required to be recognized, under the policy for insurance purposes, according to the insurance statutes or the insurance regulations of the governing jurisdiction.

It will not include you or your spouse, daughter, son, father, mother, sister or brother.

- "Sickness" means illness or disease. It includes pregnancy unless excluded in the General Exclusion section of this certificate of coverage. Disability must begin while you are insured under the policy.

- "Waiting period," as shown in the plan outline, means the continuous length of time you must serve in an eligible class to reach your eligibility date.

- "You" and "your" means you, the employee.

* It will also include mental illness, alcoholism and drug abuse.
• "Disability" and "disabled" mean that because of injury or sickness:

1. you cannot perform each of the material duties of your regular occupation; or

2. you, while unable to perform all of the material duties of your regular occupation on a full-time basis, are:

   a. performing at least one of the material duties of your regular occupation or another occupation on a part-time or full-time basis; and

   b. earning currently at least 20% less per month than your indexed pre-disability earnings due to that same sickness or injury.

Note: For physicians, "regular occupation" means the specialty in the practice of medicine which you were practicing just prior to the date the disability started.

For employees employed as airplane pilots, co-pilots or crew members

• "Disability" and "disabled" mean that because of injury or sickness you cannot perform each of the material duties of any gainful occupation for which you are reasonably fitted by training, education or experience. The loss of a pilot's license for any reason does not, in itself, constitute disability.
ENROLLMENT AND DATE INSURANCE STARTS

When can you enroll?
You can enroll if you are:
1. in active employment with your employer; and
2. in a class eligible for insurance.

When does insurance start?
Insurance will start at 12:01 a.m. on your first day of active employment.

But no initial, increased or additional insurance will apply to you if you are not in active employment on the effective date of such insurance because of a disability. Such insurance will start for you on the day you return to active employment.
DISABILITY

When do disability benefits become payable?
We will pay you a monthly benefit after the end of the elimination period when we receive proof that you:

1. are disabled due to sickness or injury; and
2. require the regular attendance of a physician.

What conditions must be met for benefit payments to continue?
We will pay you as long as you remain disabled and require the regular attendance of a physician. But we will not pay any longer than the maximum benefit period shown in the plan outline.

Also, you must give us proof of these facts, at your own expense, when we ask for it.

How is the benefit figured?
To figure the amount of your monthly benefit:

1. Take the lesser of:
   a. 70% of your basic monthly earnings; or
   b. the amount of the maximum monthly benefit shown in the plan outline; and
2. Deduct other income benefits from this amount.

But, if you are earning more than 20% of your indexed pre-disability earnings in your regular occupation or another occupation, then the monthly benefit will be figured as follows:

1. During the first 12 months, the monthly benefit will not be reduced by any earnings until the gross monthly benefit plus your earnings exceed 100% of your indexed pre-disability earnings. The monthly benefit will then be reduced by that excess amount.
2. After 12 months, the following formula will be used to figure the monthly benefit.

\[(A \text{ divided by } B) \times C\]

\[A = \text{Your "indexed pre-disability earnings" minus your monthly earnings received while you are disabled.}\]
\[B = \text{Your "indexed pre-disability earnings".}\]
\[C = \text{The benefit as figured above.}\]

The benefit payable will never be less than the minimum monthly benefit shown in the plan outline.

Proof of your monthly earnings must be given to us on a quarterly basis. Benefit payments will be adjusted upon receipt of this proof of earnings.

What are "other income benefits"?
Other income benefits means those benefits as follows:

1. The amount for which you are eligible under Workers' or Workmen's Compensation Law.
2. The amount of disability or retirement benefits under the United States Social Security Act, The Canada Pension Plan, or the Quebec Pension Plan, or any similar plan or act, as follows:
   a. disability benefits for which:
      i. you are eligible; and
      ii. your spouse, child or children are eligible because of your disabil-
      ity; or
   b. retirement benefits received by:
      i. you; and
      ii. your spouse, child or children because of your receipt of the
      retirement benefits.

These other income benefits, except retirement benefits, must be payable as a result of the same disability for which we pay a benefit.

Item 2.b will not apply to disabilities which begin after age 70 if you are already receiving Social Security retirement benefits while continuing to work beyond age 70.

Benefits under item 2.a above will be estimated if such benefits:
1. have not been awarded; and
2. have not been denied; or
3. have been denied and the denial is being appealed.

The monthly benefit will be reduced by the estimated amount. But, these benefits will not be estimated provided that you:
1. apply for benefits under item 2.a; and
2. request and sign our Agreement Concerning Benefits.

This agreement states that you promise to repay us any overpayment caused by an award received under item 2.a. If benefits have been estimated, the monthly benefit will be adjusted when we receive proof:
1. of the amount awarded; or
2. that benefits have been denied and the denial is not being appealed.

In the case of 2. directly above, a lump sum refund of the estimated amounts will be made.

"Law", "plan", or "act" means the initial enactment and all amendments.

What happens if you receive increases in these other income benefits?
After the first deduction for each of the other income benefits, we will not further reduce your monthly benefit due to any cost of living increases payable under these other income benefits.

What if you receive a lump sum payment?
We will prorate other income benefits which are paid in a lump sum on a monthly basis over the time period for which the sum is given. If no time period is stated, the sum will be prorated on a monthly basis over your ex-
pected lifetime as determined by us.

When do these benefits cease?
Disability benefits will cease on the earliest of:
1. the date you are no longer disabled;
2. the date you die;
3. the end of the maximum benefit period;
4. the date your current earnings exceed 80% of your indexed pre-disability earnings.

Must premium payments be made when you are receiving benefits?
No, we will waive premium payments during any period for which benefits are payable.

RECURRENT DISABILITY

What happens if you try to return to work and become disabled again?
"Recurrent Disability" is a disability which is related to a prior disability for which you received a monthly benefit.

We will treat a recurrent disability as part of the prior disability if, after receiving disability benefits, you:
1. return to your regular occupation on a full-time basis for less than six months; and
2. perform all the material duties of your occupation.

Benefit payments will be subject to the terms of this plan for the prior disability.

If you return to your regular occupation on a full-time basis for six months or more, a recurrent disability will be treated as a new period of disability. You must complete another elimination period.

In order to prevent overinsurance because of duplication of benefits, benefits payable under this Recurrent Disability provision will cease if benefits are payable to you under any other group long term disability policy.

SURVIVOR BENEFIT

What happens to your benefit if you die?
We will pay a benefit to your eligible survivor when we receive proof that you died:
1. after disability had continued for 180 or more consecutive days; and
2. while receiving a monthly benefit.

The benefit will be an amount equal to three times your gross monthly benefit.

If payment becomes due to your children, payment will be made to:
1. your children; or
2. a person named by us to receive payments on your children's behalf. This payment will be valid and effective against all claims by others representing or claiming to represent your children.

"Eligible survivor" means your spouse, if living, otherwise your children under age 25. But, if there are no eligible survivors, payment will be made to your estate.

GENERAL EXCLUSIONS

What disabilities aren't covered?
We will not cover any disability due to:
1. war, declared or undeclared, or any act of war;
2. intentionally self-inflicted injuries;
3. active participation in a riot.
PRE-EXISTING CONDITION EXCLUSION

Are there any other disabilities not covered?
Yes, we will not cover any disability:

1. caused by, or contributed to by a pre-existing condition; or
2. resulting from a pre-existing condition.

But, we will cover that disability once you have performed the material duties of your occupation:

1. on a full-time basis;
2. for at least five consecutive days after your effective date.

"Pre-existing condition" means a sickness for which you received medical treatment, consultation, care or services including diagnostic measures, or had taken prescribed drugs or medicines within 30 days prior to your effective date.

COST OF LIVING ADJUSTMENT

What are the eligibility requirements for cost of living adjustments?
You will be eligible for cost of living adjustments on the first anniversary of benefit payments and each following anniversary. Adjustments may be made as long as you are receiving benefits.

By what amount is your benefit adjusted?
Your net monthly benefit will be increased by 4%.

Each adjustment will be added to your net monthly benefit and will be paid monthly.

Are the increases subject to the maximum monthly benefit?
No, cost of living adjustment increases are not subject to the maximum monthly benefit.

What is the net monthly benefit?
The net monthly benefit means the amount determined by reducing your amount of insurance by other income benefits and any reductions for earnings. The net monthly benefit will be determined each month. For the purpose of calculating adjustments, the net monthly benefit will include any prior years' cost of living adjustments.

PRE-EXISTING CONDITION EXCLUSION FOR COST OF LIVING ADJUSTMENT

For employees insured on February 1, 1995

This plan will not provide a Cost of Living Adjustment Benefit for any disability:

1. caused by, contributed to by, or resulting from a pre-existing condition; and
2. which begins in the first 12 months following February 1, 1995.

A "pre-existing condition" means a sickness or injury for which you received medical treatment, consultation, care or services including diagnostic measures, or had taken prescribed drugs or medicines in the three months prior to February 1, 1995.

CONTINUITY OF COVERAGE UPON TRANSFER OF INSURANCE CARRIERS

Are you covered if you are not in active employment due to injury or sickness?
We will cover you, subject to premium payments, if you:
1. were insured with the prior carrier at the time of transfer; and
2. are not in active employment due to injury or sickness.

The benefit payable will be that which would have been paid by the prior carrier had coverage remained in force, less any benefit for which the prior carrier is liable.

**Will a disability due to a pre-existing condition be covered?**
Benefits may be payable for a disability due to a pre-existing condition if you:
1. were insured by the prior carrier at the time of transfer; and
2. were in active employment and insured under this plan on its effective date.

We will pay you the benefits under this plan if you satisfy the pre-existing condition exclusion under:
1. this plan; or
2. the prior carrier's policy, considering continuous time insured under both policies.

The benefit will be determined according to this plan's benefit schedule but it will not exceed the prior carrier's maximum monthly benefit. No benefit will be paid if you cannot satisfy the pre-existing condition exclusion of 1. or 2. directly above.
TERMINATION

When does your insurance terminate?
You will cease to be insured on the earliest of the following dates:

1. the date the policy terminates;
2. the date you are no longer in an eligible class;
3. the date your class is no longer included for insurance;
4. the last day for which you made any required employee contribution;
5. the date employment terminates. Cessation of active employment will be
dehemed termination of employment, except:
   a. if you are disabled your insurance will be continued during:
      i. the elimination period; and
      ii. while benefits are being paid.
   b. your employer may continue your insurance by paying the required
      premium, subject to the following:
      i. insurance may be continued for the time shown in the plan outline
         if you are:
         a) temporarily laid off; or
         b) given leave of absence.
      ii. the employer must act so as not to discriminate unfairly among
          employees in similar situations.

CONVERSION PRIVILEGE

Under what conditions can you convert?
When your insurance under this plan terminates because you end employment
with the policyholder, you may obtain converted disability income coverage
without medical evidence of insurability. But you must have been insured for
at least twelve consecutive months just before your insurance under this plan
terminated. Those twelve months will be considered to include the time you
were insured for group long term disability under both this plan and the one
it replaced, if any.
Who may not convert?
The conversion privilege is not available to you if:

1. your insurance under this plan terminates for any of the following reasons:
   a. this plan terminates;
   b. this plan is amended to exclude from coverage the class of employees to which you belong;
   c. you no longer belong to a class of employees eligible for coverage under this plan;
   d. you retire (when you receive payment from any employer's retirement plan as recognition of past services or have concluded your working career);
   e. you failed to pay any required premium;

2. you are or become insured for long term disability insurance under another group plan within 31 days after termination;

3. you are disabled under the terms of this plan;

4. you recover from a disability and do not return to work for the policyholder; or

5. you are on a leave of absence.

When must you apply for the conversion coverage?
You must apply for and pay the first quarterly premium for the conversion coverage within 31 days after your insurance terminates under this plan.

Is the conversion coverage the same as that provided under this plan?
The Company governs the form of coverage, the benefits and the amounts. The benefits and amounts may differ from those under this plan.
SOME GENERAL INFORMATION TO KNOW

When must we be notified of a claim?
You must give us written notice of claim within 30 days of the date disability starts. If that is not possible, you must notify us as soon as you can.

When we receive your written notice of claim, we will send you our claim forms. If you do not receive the forms within 15 days after you sent the notice, you can send written proof of claim without waiting for the form.

When does proof of claim have to be given?
You must give us proof of claim no later than 90 days after the end of the elimination period.

If it is not possible for you to give proof within these time limits, it must be given as soon as reasonably possible. But you may not give proof later than one year after the time it is otherwise required.

You must give us proof of continued disability and regular attendance of a physician within 45 days of the date we request the proof.

The proof must cover:
1. the date disability started;
2. the cause of disability; and
3. how serious the disability is.

When are claims paid?
When we receive proof of claim, benefits payable under the policy will be paid monthly during any period for which we are liable.

Who are claims paid to?
All benefits are payable to you. But if a benefit is payable to your estate, or if you are a minor, or you are not competent, we have the right to pay up to $1,000 to any of your relatives whom we consider entitled. If we pay benefits in good faith to a relative, we will not have to pay such benefits again.

What are our examination rights?
We, at our expense, will have the right and opportunity to have an employee, whose injury or sickness is the basis of claim:

1. examined by a physician, other health professional, or vocational expert of our choice; and/or

2. interviewed by an authorized Company representative. This right may be used as often as reasonably required.

How can statements made in any application for this insurance be used?
In the absence of fraud, all statements you made when applying for this insurance and providing evidence of insurability are considered representations and not warranties (absolute guarantees). No statements by you will be used to reduce or deny a claim unless a copy of your statements has been given to you.

Can legal proceedings be started at any time?
No, you or your authorized representative cannot start any legal action:

1. until 60 days after proof of claim has been given; nor

2. more than 3 years after the time proof of claim is required.

What happens if facts are misstated?
If relevant facts about you were not accurate:
1. a fair adjustment of premium will be made; and
2. the true facts will decide if and in what amount insurance is valid.

Does this coverage affect workers' or workmen's compensation?
The policy is not in lieu of, and does not affect, any requirement for coverage by workers' or workmen's compensation insurance.

Can the policyholder act as our agent?
For all purposes of the policy, the policyholder acts on its own or as your agent. Under no circumstances will the policyholder be deemed our agent.