#### **Short-Term Disability Insurance Claim Packet**

Products and financial services provided by American United Life Insurance Company<sup>®</sup> a OneAmerica<sup>®</sup> company P.O. Box 7003 Indianapolis, IN 46207 Fax: 1-844-287-9499 Toll Free Phone: 1-855-517-6365 Disability.claims@oneamerica.com



### Short-Term Disability Claim Filing Instructions INSTRUCTIONS – PLEASE READ CAREFULLY AND SUBMIT ALL REQUIRED INFORMATION

We offer four options for filing a short-term disability claim:

1. Call our disability claims team at **1-855-517-6365** (Spanish available). A claims representative is available to assist you between 8 am and 6 pm ET, Monday through Friday. When calling, you should have the following information readily available: Employee's personal information (including social security number), Employer's Name, Group policyholder number, Employee's hire date, contact information for doctors, hospitals or clinics treating the Employee and dates of treatment. You should also have information regarding a worker's compensation or state disability claim if one has been or will be filed.

If you do not wish to call the disability claims team, please complete the following forms and send the forms and supporting documentation to us by:

- 2. Email to Disability.claims@oneamerica.com;
- 3. Fax to 1-844-287-9499; or
- Mail to American United Life Insurance Company, P.O. Box 7003, Indianapolis, IN 46207.

If you have any questions when completing the claim forms, please call a claims representative at 1-855-517-6365.

All questions should be answered fully and accurately before a decision on benefit entitlement can be made. All forms should be completed as follows:

Employer's Statement for Disability Insurance Claim Form - The policyholder (Employer) should complete this form in full.

Employee's Statement for Short-Term Disability Insurance Claim Form – The Employee should complete this form.

**Attending Physician Statement** – The primary medical provider treating the Employee for the conditions related to this injury or sickness should complete this form. A list of current medications should be attached to the form.

**Authorization for Release of Information** – The Employee should read, sign and date this form. This form is required for us to obtain additional documentation to support this claim.

**Direct Deposit Authorization Agreement** – This form should be completed by the Employee if he/she wishes to have disability payments deposited into his/her bank account. Banking information specified on the form should be attached.

### **Disability Insurance Claim Form**

Products and financial services provided by American United Life Insurance Company® a OneAmerica® company P.O. Box 7003 Indianapolis, IN 46207 Fax: 1-844-287-9499 Toll Free Phone: 1-855-517-6365 Disability.claims@oneamerica.com



### **Employer's Statement for Disability Insurance Claim Form**

#### TO AVOID DELAY, ALL QUESTIONS MUST BE ANSWERED.

Employer's Name:	
Employee's Name:	
Date of Hire:	Last date worked:
Actual number of hours worked per week:	Reason for stopping work:  □ Disability □ Termination □ Other
The undersigned represents any information or document Company® (AUL) by the undersigned prior to and after the and other matters contained in the foregoing are true and and belief. The undersigned understands and agrees the upon any statements made to AUL or its third party adm. The undersigned acknowledges reading and understand Discretionary Authority statements on the following page	ne date of the application for insurance and the facts d accurate to the best of the undersigned's knowledge at any insurance coverage or benefits are contingent ainistrator as being completed and correct.  ing the state specific fraud statements and the
Print Name & Title of Official Representative	Telephone Number
Signature Date	Email Address

## **Employee's Statement for Short-Term Disability Insurance Claim Form**



Management   Union     14. Date of accident or first symptoms   15. Date Last Worked   16. Are you unable to work due to (check one)   Accidental Injury   Illness   Pregna     17. Date you returned to work   Full-Time   Part-Time   Part-Time   Full-Time   Part-Time	To	Be Completed By Employee	(please	print)			
Street/Box/Apt.  3. Phone Number  City, State, Zip  4. Email Address  5. Height  6. Weight  7. Gender   Remaile  9. Employer's Name  10. Employer's Address  11. Employer's Phone Number  City, State, Zip  12. Occupation  13. List Occupation Duties  City, State, Zip  14. Date of accident or first symptoms  15. Date Last Worked  16. Are you unable to work due to (check one)   Accidental Injury   Illness   Pregnation   Pr	If th Wri	ne claim form is not complete te "NA" in non-applicable se	ed in ful ctions.	l, determination of benefits	will be delaye	ed until all required in	nformation has been received.
City, State, Zip  4. Email Address  5. Height  6. Weight  7. Gender   Male   Female   Female   Male   Male   Female   Male   Male	1. Employee's Name		2. Social Se	ecurity Number			
5. Height 6. Weight 7. Gender Male Female 9. Employer's Name 10. Employer's Address 11. Employer's Phone Number City, State, Zip 12. Occupation 13. List Occupation Duties   Hourly   Salaried   Execution Management   Union   Union   Management   Union   Manageme		Street/Box/Apt.			3. Phone N	umber	
9. Employer's Name  10. Employer's Address  11. Employer's Phone Number  12. Occupation  13. List Occupation Duties  14. Date of accident or first symptoms  15. Date Last Worked  16. Are you unable to work due to (check one)  Accidental Injury   Illness   Pregnate    17. Date you returned to work   Full-Time   Part-Time   Part-Time   Full-Time   Part-Time   Part-T		City, State, Zip			4. Email Ad	dress	
11. Employer's Phone Number    City, State, Zip	5. Height 6. Weight			☐ Female	8. Date of Birth		
12. Occupation  13. List Occupation Duties    Hourly   Salaried   Execution Duties   Hourly   Salaried   Execution Duties   Hourly   Salaried   Execution Duties   Hourly   Salaried   Execution Duties   Hourly   Salaried   Execution Duties   Hourly   Salaried   Execution Duties   Hourly   Salaried   Execution Duties   Hourly   Salaried   Execution Duties   Hourly   Salaried   Execution Duties   Hourly   Salaried   Execution Duties   Hourly   Salaried   Execution Duties   Management   Union    14. Date of accident or first symptoms   Pregnation Pregnation Pregnation   Hourly   Illness   Pregnation   Pregnation   Full-Time   Part-Time   Part-Time   Full-Time   Part-Time	9. Employer's Name		10. Employe	r's Address			
Management   Union     14. Date of accident or first symptoms   15. Date Last Worked   16. Are you unable to work due to (check one)   Accidental Injury   Illness   Pregna     17. Date you returned to work   Full-Time   Part-Time   Part-Time   Full-Time   Part-Time	11.	Employer's Phone Number			City, Stat	e, Zip	
Accidental Injury   Illness   Pregnation	12. Occupation			<u> </u>			
	14.	Date of accident or first sym	ptoms	<b>15.</b> Date Last Worked	16. Are you unable to work due to (check one)		
20. (a) Is your accidental injury or illness related to your occupation?  Yes No If yes, explain:  20. (b) Have you filed a Worker's Compensation Claim?  Yes No If no, do you intend to? Yes No If no, explain:  20. (c) Are you receiving, or have you received, Worker's Compensation Benefits for this accidental injury or illness?  Yes No  Amount Begin Date End Date If yes, \$	17.	Date you returned to work		Full-Time  Part-Time	<b>18.</b> If you have not returned to work, date you expect to return  ☐ Full-Time ☐ Part-Time		
Yes No   If yes, explain:    20. (b) Have you filed a Worker's Compensation Claim?  Yes No If no, do you intend to? Yes No If no, explain:  20. (c) Are you receiving, or have you received, Worker's Compensation Benefits for this accidental injury or illness?  Yes No  Amount Begin Date End Date If yes, \$	19.	Describe in detail, when, wh	iere and	d how accidental injury occ	urred, or natu	re of disability and fi	rst symptoms
Yes □ No If no, do you intend to? □ Yes □ No If no, explain: 20. (c) Are you receiving, or have you received, Worker's Compensation Benefits for this accidental injury or illness? □ Yes □ No Amount Begin Date End Date If yes, \$	20.	☐ Yes ☐ No	or illne:	ss related to your occupation	on?		
☐ Yes ☐ No  Amount Begin Date End Date  If yes, \$	20.	☐ Yes ☐ No ☐ If r			No		
·		☐ Yes ☐ No				ts for this accidental	injury or illness?
20. (d) Insurer Name(s)  20. (e) Address	20.	(d) Insurer Name(s)			<b>20. (e)</b> Addr	ess	

## **Employee's Statement for Short-Term Disability Insurance Claim Form**



Employee Name	Employer Name and Policy Number				
21. When were you first treated for your accident	al injury or illnes	ss?			
Hospital	Address/Phone	Number	Date(s)		
Doctor	Address/Phone Number		Date	e(s)	
22. Have you ever had same or similar condition i	n the past?				
☐ Yes ☐ No	If yes, list name and address of Hospital/Doctor be				
Hospital	Address/Phone	e Number	Date(s)		
Doctor	Address/Phone	e Number	Date	Date(s)	
23. Marital Status  Single Married Divorced Wi		Married, Spouse Name and S	SN	<b>25.</b> Spouse Date of Birth	
<b>26.</b> Is Spouse Employed? <b>27.</b> List children under	age 25 (Names	and Dates of Birth)			
Tax Withholding					
If benefits are approved, do you want federal inco	ome taxes withh	eld from your payments? $\Box$	Yes 🗌 N	0	
If yes, complete the following:					
I request federal income tax withholding from $\ensuremath{my}$		nts. I want the following amou	nt withheld	I from each payment:	
\$ Weekly (short-term disability	)				
The minimum amount we can withhold is \$20 per (For example, \$35 not \$34.50) Tax withholding can designation will remain in effect until you chang updated IRS W-4S form to us. Please refer to IRS withheld, you remain liable to pay your taxes for	nnot reduce the e or revoke it. Y form W-4S for a	net amount of each sick pay p ou may change or revoke Fed dditional information. If you e	payment to eral Tax W	less than \$10.00. This /ithholding by providing an	
Signature					
The undersigned represents any information or do undersigned prior to and after the date of the app are true and accurate to the best of the undersign insurance coverage or benefits are contingent up and correct. The undersigned acknowledges reac Authority statements on the following pages.	lication for insur ned's knowledge on any statemer	ance and the facts and other and belief. The undersigned o ats made to AUL or its third pa	matters co understand rty adminis	ntained in the foregoing is and agrees that any strator as being completed	
Employee Name (please print)		Date			
Employee Signature		1			
X					

## Attending Physician Statement for Disability Claim



To E	Be Completed By Physician								
Pati	ent Name			Er	nployer's N	ame			
Heig	ght	Weight		BI	ood Pressu	ire <i>(last</i> i	/isit)	Date of Birth	1
	Patient is/was unable to wor		neck one)						
	☐ Injury ☐ Illness ☐ Pr								
2.	Diagnosis (include complicat	tions and IC	CD 9 or ICD 10)						
For	Pregnancy, Complete Items 3	3-6 <i>(If Norm</i>	nal Pregnancy, only	comp	lete 3-6 and	l skip to	item 25)		
3.	Last Menstrual Period (LMP)	Date 4.	Expected Date of D	Delivery	<b>5.</b> Date	First Tre	ated	6. Date L	ast Treated
For	All Conditions Except Norma	ıl Pregnand	y, Complete The Fo	ollowin	g Items				
	Date symptoms first appeare accident happened?	d or	8. Date patient w	as adv	ised to stop	working	arising		njury or illness it's employment?
	Has patient ever had same o □ Yes □ No	r similar co	ndition? If yes,	state v	vhen and de	escribe			
11.	Date of First Visit		12. Date of Last V	isit			13. Freque	ncy of Visits	
14.	Objective Findings (x-rays, El	KG's, lab da	l nta and clinical find	ings) 1	<b>15.</b> Subjecti	ive Symp	toms		
16.	Nature of Treatment (surger)	, medicatio	ons, etc.) Provide m	nedicat	ion dosage	and freq	luency		
17.	Names and addresses of pat	ient's other	physicians	18	. Name of <sub>I</sub>	physiciar	n you referr	ed this patier	nt to
19.	Has patient been hospitalized	d		If	yes, give na	ame and	address		
	☐ Yes ☐ No From		_ to						
	Restrictions you have placed (what the patient SHOULD N			21	. Limitation (what the			BLE of doing)	
22.	Mental Impairment (if applica	<i>able)</i> Prov	ide 5 AXIS Diagnos	sis					
				IV	,				
	II			V	,				
	III								
23.	If this is a cardiac condition,	what is the	functional capacit	y?	Class 1 -	No Limita	ation	Class 3 -	Marked Limitation
	(American Heart Association	)			Class 2 -	Slight Lir	mitation	Class 4 -	Complete Limitation
	Has maximum medical impro	vement bee			-		fundamenta	_	
	☐ Yes ☐ No			1-2 w	eeks 🗀 3	3-4 week	s ⊔ 5-6 w	reeks ∟ M	ore than 6 weeks

## Attending Physician Statement for Disability Claim



Employee Name	Employer Name and Policy Number						
<ul><li>25. If employer is able to accommodate patient restrictions, is patient able to return to w</li><li>Yes</li><li>No</li></ul>		If yes, what date could employment begin?					
26. Current Functional Ability							
a. In an 8 hour work day, what is the m (please indicate appropriate number		urs your patient could	perform (	each of these levels of activity?			
Hrs. Sedentary Work Activit	Hrs. Sedentary Work Activity 10 lbs. maxim Sitting 6 to 8			num lifting or carrying articles. Walking/standing on occasion. hours.			
—— Hrs. Light Work Activity  20 lbs. maximum lifting, carrying 10 lbs. articles frequently, most journal standing with a degree of pushing and pulling. Standing 6 to 8 hours							
Hrs. Medium Work Activity		50 lbs. maximum lifting with frequent lifting/carrying of up to 25 lbs. Frequent walking and standing.					
Hrs. Heavy Work Activity	Hrs. Heavy Work Activity 100 lbs. maximum lifting, frequent lifting/carrying of up to 50 lbs.  Frequent walking and standing.			ying of up to 50 lbs.			
The undersigned Attending Physician repres Insurance Company® (AUL) by this Attending accurate to the best of the undersigned's kn understanding the state specific fraud stater	Physician and the fac owledge and belief. Th	ts and other matters c ne undersigned Attendi	ontained	in the foregoing are true and			
Attending Physician Signature			Date				
Attending Physician Name (please print)							
Degree/Specialty							
Telephone Number	Fax Number		Tax ID Number				
Office Address							
City or Town		State		Zip Code			

#### **Fraud Notices**



- **Fraud Warnings** (For use in AL, AR, DC, LA, NM, TX and WV): Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.
- Alaska: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.
- Arizona: For your protection, Arizona law requires the following statement to appear on this
  form. Any person who knowingly presents a false or fraudulent claim for payment of a loss
  is subject to criminal and civil penalties.
- California: For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.
- Colorado: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment or fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.
- Delaware, Idaho, Indiana, Oklahoma: Any person who knowingly, and with intent to injure, defraud or deceive
  any insurer, makes any statement of claim for the proceeds of an insurance policy containing any false,
  incomplete or misleading information is guilty of a felony.
- **Florida**: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
- Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files
  a statement of a claim or an application for insurance containing any materially false information or conceals,
  for the purpose of misleading, information concerning any fact material thereto commits a fraudulent
  insurance act, which is a crime.
- Maine, Tennessee, Washington: It is a crime to knowingly provide false, incomplete or misleading information
  to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment,
  fines or a denial of insurance benefits.
- Maryland, Rhode Island: Any person who knowingly or willfully presents a false or fraudulent claim for
  payment of a loss or benefit or who knowingly or willfully presents false information in an application for
  insurance is guilty of a crime and may be subject to fines and confinement in prison.
- Minnesota: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.
- New Hampshire, Ohio: Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud.
- New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.
- Oregon: Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.
- Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or any other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such a person to criminal and civil penalties.
- Virginia: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

#### **Discretionary Authority**

Products and financial services provided by American United Life Insurance Company\* a OneAmerica\* company P.O. Box 7003 Indianapolis, IN 46207 Fax: 1-844-287-9499 Toll Free Phone: 1-855-517-6365 Disability.claims@oneamerica.com



The following discretionary authority rights shall apply to all policies except the states below:

DISCRETIONARY AUTHORITY: Benefits under the policy will be paid only if American United Life Insurance Company® (AUL) (or its third party administrator) decides in its discretion the claimant is entitled to them. Except for the functions the policy explicitly reserves to the Participating Unit orTrustee, AUL (or its third party administrator) reserves the right to: 1) manage the policy and administer claims under it; and 2) interpret the provisions and resolve any questions arising under it.

AUL's (or its third party administrator's) authority includes, but is not limited to, the right to:

- 1) establish and enforce procedures for administering the policy and claims under it;
- 2) determine participants' eligibility for coverage and entitlement to benefits;
- 3) determine what information it reasonably requires to make such decisions; and
- 4) resolve all matters when a claim review is requested.

Any decision that AUL (or its third party administrator) makes, in the exercise of its authority, will be conclusive and final subject to any rights under applicable laws such as the Employee Retirement Income Security Act (ERISA). This provision applies only where the interpretation of the policy is governed by ERISA. AUL may delegate some or all of its rights under this Discretionary Authority provision to another person or entity, and AUL hereby desires to share with and delegate rights under this provision to its designated third party administrator.

Such discretionary authority shall not apply in the following states:

- 1. Arkansas
- 2. Alaska
- 3. California
- 4. Colorado
- 5. Hawaii
- 6. Kentucky
- 7. Illinois
- 8. Maine
- 9. Minnesota
- 10. Missouri
- 11. Montana
- 12. Michigan
- 13. New Jersey
- 14. New York
- 15. Oregon
- 16. Rhode Island
- 17. South Dakota
- 18. Texas
- 19. Utah
- 20. Vermont
- 21. Washington
- 22. Washington, D.C.
- 23. Non-ERISA governed policies in New Hampshire

### **Authorization for Release of Information – HIPAA Compliant**

(Excluding Psychotherapy Notes)

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#### To be signed, dated and returned by the insured/claimant.

Claimant Name:		Claimant Date of Birth:
Claim Number:	Employer Name and Pol	icy Number:
insurance or reinsuring company, the Soc having information available as to diagnot condition and/or treatment of me, and an or records regarding my Social Security, pension, credit, earnings and employment Insurance Company® (AUL) and AUL's reito, any other mental or psychiatric record and drug abuse, and, where permitted by course of examination or treatment. I under the best of examination or treatment. I under the best of examination or treatment of the current disability claim, and may be re-disapecialist or entity, or (b) any other organizer (s) to assist with the evaluation a claim insured by AUL and/or to report age	I or medically related facilicial Security Administrationsis, treatment and prognoty non-medical information FICA earnings history, World history) to give any and insurer(s) excluding psychels, medical, dental and hosy law, HIV/AIDS information above-described representation or person, employing adjudication of my curgregate claims information may be subject to rediscontrols.	ity, federal, state or local government agency, in, consumer reporting agency or employer is with respect to any physical or mental in about me (including any information, data inker's Compensation, State Disability, all such information to American United Life otherapy notes and including, but not limited spital records (including psychiatric, alcohol, in) which may have been acquired in the ion obtained by use of this authorization will sentatives to evaluate and adjudicate my, investigative, financial or vocational ed by or representing AUL or AUL's irrent disability claim or another disability in to AUL. I understand that information used closure by the recipient and may no longer be
This authorization is valid for two (2) year is as valid as the original. I understand th receive a copy of this authorization and the	at my authorized represer	- · · · · · · · · · · · · · · · · · · ·
Indianapolis, Indiana 46206. However, sucreinsurer(s) have relied previously upon tinformation. I understand that AUL cannot However, I understand that my revocation	merica Financial Partners, ch revocation is not effecti his authorization for the u of condition the payment on of, or my failure to sign	Inc., One American Square, P.O. Box 368, ve to the extent that AUL or AUL's
and test results about Human Immunodeficier	ncy Virus (HIV) and Autoimm	uthorization excludes the release of information une Deficiency Disorder (AIDS). A separate f-insured business) is required each time results
administered HIV-related tests, including but r insured is NOT AUTHORIZING AUL to forward	not limited to tests for HIV and the results from any new te with us to perform underwri	any information and test results about previously tibodies, T-Cell counts, AIDS or ARC. The proposed st, requested by us, to any outside, non-affiliated ting services, and AUL shall comply, as applicable
Claimant Signature (or Authorized Repres	sentative):	Date:
Description of Personal Representative's A (*If signed by authorized representative, attack		

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# **Direct Deposit Authorization Agreement**



	ent Direct Deposit
PLEASE PRINT	
Name:	Social Security Number:
Please fill out either the Checking Account Information Sec Section. American United Life Insurance Company® (AUL)	
CHECKING ACCOUNT INFORMATION	
Obtain this information directly from the bottom of	f your check. Please include a copy of a <b>voided check</b> .
Name of Financial Institution:	
Address of Financial Institution:	
Transit/ABA Number:	Account Number:
C 123456789 C	987654321000 - 1001
Transit/ABA Number	Account Number Check Number (do not include)
SAVINGS ACCOUNT / CREDIT UNION INFORMATION	
Please obtain this information	from your financial institution.
Name of Financial Institution:	lip is not applicable for this purpose.
ivalile of i mancial institution.	
Address of Financial Institution:	
T. WADANI I	
Transit/ABA Number:	Account Number:
	Account Number:
AUTHORIZATION  I authorize American United Life Insurance Company® (An any payments so deposited to my account. I authorize An account in error. AUL will notify me of the	AUL) to electronically deposit all payments due me from pove. I discharge and release AUL from further liability for AUL to pursue corrections, if necessary, to any amounts e error and amount of overpayment.
AUTHORIZATION  I authorize American United Life Insurance Company® (An the policy identified above into the account identified at any payments so deposited to my account. I authorize An credited to my account in error. AUL will notify me of the Any such payments shall be returned to AUL by the Final shall be returned to AUL by me, my legal representative sufficient to make the required correction.	AUL) to electronically deposit all payments due me from cove. I discharge and release AUL from further liability for AUL to pursue corrections, if necessary, to any amounts e error and amount of overpayment.  ancial Institution if funds are available in my account or e, my estate or my heirs if the funds in my account are no
AUTHORIZATION  I authorize American United Life Insurance Company® (And the policy identified above into the account identified at any payments so deposited to my account. I authorize Any such payments shall be returned to AUL by the Final shall be returned to AUL by me, my legal representative sufficient to make the required correction.  I understand that AUL may terminate this electronic fund.	AUL) to electronically deposit all payments due me from cove. I discharge and release AUL from further liability for AUL to pursue corrections, if necessary, to any amounts e error and amount of overpayment.  ancial Institution if funds are available in my account or e, my estate or my heirs if the funds in my account are now deposite the funds and for any reason and may make or revoke this authorization at any time by written request

Products and financial services provided by American United Life Insurance Company\* a OneAmerica\* company P.O. Box 7003 Indianapolis, IN 46207 Fax: 1-844-287-9499 Toll Free Phone: 1-855-517-6365

Disability.claims@oneamerica.com



In the state of California, the following are hereby defined as unfair methods of competition and unfair and deceptive acts or practices in the business of insurance:

#### California Insurance Code 790.03

- (h) Knowingly committing or performing with such frequency as to indicate a general business practice any of the following unfair claims settlement practices:
- (1) Misrepresenting to claimants pertinent facts or insurance policy provisions relating to any coverages at issue.
- (2) Failing to acknowledge and act reasonably promptly upon communications with respect to claims arising under insurance policies.
- (3) Failing to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.
- (4) Failing to affirm or deny coverage of claims within a reasonable time after proof of loss requirements have been completed and submitted by the insured.
- (5) Not attempting in good faith to effectuate prompt, fair, and equitable settlements of claims in which liability has become reasonably clear.
- (6) Compelling insureds to institute litigation to recover amounts due under an insurance policy by offering substantially less than the amounts ultimately recovered in actions brought by the insureds, when the insureds have made claims for amounts reasonably similar to the amounts ultimately recovered.
- (7) Attempting to settle a claim by an insured for less than the amount to which a reasonable person would have believed he or she was entitled by reference to written or printed advertising material accompanying or made part of an application.
- (8) Attempting to settle claims on the basis of an application that was altered without notice to, or knowledge or consent of, the insured, his or her representative, agent, or broker.
- (9) Failing, after payment of a claim, to inform insureds or beneficiaries, upon request by them, of the coverage under which payment has been made.
- (10) Making known to insureds or claimants a practice of the insurer of appealing from arbitration awards in favor of insureds or claimants for the purpose of compelling them to accept settlements or compromises less than the amount awarded in arbitration.
- (11) Delaying the investigation or payment of claims by requiring an insured, claimant, or the physician of either, to submit a preliminary claim report, and then requiring the subsequent submission of formal proof of loss forms, both of which submissions contain substantially the same information.
- (12) Failing to settle claims promptly, where liability has become apparent, under one portion of the insurance policy coverage in order to influence settlements under other portions of the insurance policy coverage.
- (13) Failing to provide promptly a reasonable explanation of the basis relied on in the insurance policy, in relation to the facts or applicable law, for the denial of a claim or for the offer of a compromise settlement.
- (14) Directly advising a claimant not to obtain the services of an attorney.
- (15) Misleading a claimant as to the applicable statute of limitations.
- (16) Delaying the payment or provision of hospital, medical, or surgical benefits for services provided with respect to acquired immune deficiency syndrome or AIDS-related complex for more than 60 days after the insurer has received a claim for those benefits, where the delay in claim payment is for the purpose of investigating whether the condition preexisted the coverage. However, this 60-day period shall not include any time during which the insurer is awaiting a response for relevant medical information from a health care provider.
- (i) Canceling or refusing to renew a policy in violation of Section 676.10.
- (j) Holding oneself out as representing, constituting or otherwise providing services on behalf of the California Health Benefit Exchange established pursuant to Section 100500 of the Government Code without a valid agreement with the California Health Benefit Exchange to engage in those activities.

In addition to Section 790.03 of the Insurance Code, Fair Claims Settlement Practices Regulations govern how insurance claims must be processed in this state. These regulations are available at the Department of Insurance Internet Web site, www.insurance.ca.gov or by calling the department's consumer information line at 1-800-927-HELP (4357). You may also obtain a copy of this law and these regulations free of charge from this insurer.



Toll Free Phone: 1-855-517-6365