

## GROUP INSURANCE CERTIFICATE

STANDARD INSURANCE COMPANY certifies that you will be insured under the Group Policy described below during the time, in the manner, and for the amounts provided in the Group Policy. Possession of this Certificate does not necessarily mean you are insured.



President

---

Printed 01/2007

Revised 05/2007

GROUP POLICY NUMBER	370026-A
NAME OF POLICYHOLDER	WASHINGTON COUNTY
TYPE OF COVERAGE	LONG TERM DISABILITY INSURANCE
GROUP POLICY EFFECTIVE DATE	July 1, 1988
GROUP POLICY DELIVERED IN	Oregon and governed by the laws of that state.

---

### IMPORTANT: PLEASE READ THIS

You are insured only if you meet the requirements in Part 2. BECOMING INSURED. You will remain insured only until your insurance ends, as explained in Part 3. WHEN INSURANCE ENDS.

A Group Policy has been issued to the Policyholder. Your coverage under that Group Policy is shown in this Certificate. If your coverage is changed by an amendment to the Group Policy, Standard will provide the Policyholder with a notice for you.

PLEASE READ THIS CERTIFICATE CAREFULLY. This Certificate has a Table of Contents to help you find specific provisions. **Defined terms are printed in all capital letters.**

GC186-LTD



## Table of Contents

OUTLINE OF YOUR LONG TERM DISABILITY INSURANCE .....	1
Part 1. GENERAL DEFINITIONS .....	1
Part 2. BECOMING INSURED .....	2
Part 3. WHEN INSURANCE ENDS .....	3
Part 4. BECOMING INSURED AGAIN AFTER INSURANCE ENDS .....	3
Part 5. DEFINITION OF DISABILITY.....	4
Part 6. LONG TERM DISABILITY INSURING CLAUSE .....	4
Part 7. EXCLUSIONS AND LIMITATIONS TO LONG TERM DISABILITY INSURANCE .....	5
Part 8. SCHEDULE OF LONG TERM DISABILITY INSURANCE .....	6
Part 9. OTHER LONG TERM DISABILITY BENEFITS AND PROVISIONS .....	10
Part 10. CLAIMS PROVISIONS AND PROCEDURES FOR LTD BENEFITS .....	12
Part 11. TIME LIMITS ON LEGAL ACTIONS AND CERTAIN DEFENSES .....	14
Part 12. ASSIGNMENT NOT PERMITTED.....	14
Part 13. ALLOCATION OF AUTHORITY .....	15

## **Index of Defined Terms**

ACCIDENTAL BODILY INJURY, 1  
ACTIVELY AT WORK, 3

DISABILITY, 4

ELIMINATION PERIOD, 6  
EMPLOYER, 1  
EVIDENCE OF INSURABILITY, 1

GROUP POLICY, 1

HOSPITAL, 6

INCOME FROM OTHER SOURCES, 8  
INSURANCE, 1

LONG TERM DISABILITY INSURANCE, 1  
LTD BENEFIT, 1

MATERIAL DUTIES, 4  
MAXIMUM BENEFIT PERIOD, 6  
MAXIMUM LTD BENEFIT, 7  
MEMBER, 2  
MENTAL DISORDER, 6

OWN OCCUPATION, 4

PHYSICAL DISEASE, 1  
PHYSICIAN, 5  
PREDISABILITY EARNINGS, 7  
PREEXISTING CONDITION, 5  
PREGNANCY, 1

STANDARD, 1  
SURVIVORS BENEFIT, 10

# OUTLINE OF YOUR LONG TERM DISABILITY INSURANCE

THIS OUTLINE IS INTENDED FOR USE WITH THIS CERTIFICATE AND CANNOT BE USED SEPARATELY AS A DESCRIPTION OF YOUR COVERAGE. OTHER PROVISIONS ARE FOUND IN THIS CERTIFICATE. PLEASE READ THIS CERTIFICATE CAREFULLY.

TYPE OF INSURANCE - LONG TERM DISABILITY INSURANCE provides you with income protection if you become DISABLED from a covered PHYSICAL DISEASE, MENTAL DISORDER, ACCIDENTAL BODILY INJURY, or PREGNANCY.

LONG TERM DISABILITY INSURANCE (LTD) BENEFITS - The purpose of this INSURANCE is to provide you with an LTD BENEFIT while you are DISABLED.

The amount of your LTD BENEFIT is shown in Part 8.C.

Your INCOME FROM OTHER SOURCES is defined in Part 8.E.

Your ELIMINATION PERIOD is shown in Part 8.A.

Your MAXIMUM BENEFIT PERIOD is determined by your age when you become DISABLED. See Part 8.B.

DISABILITY - DISABILITY is defined in Part 5.

EXCLUSIONS AND LIMITATIONS - This INSURANCE does not cover any disability resulting from the following: (1) War; (2) Intentionally Self-Inflicted Injury; and (3) Preexisting Condition. This INSURANCE is also subject to limitations described under the following headings: (1) Elimination Period; (2) Maximum Benefit Period; (3) Regular Care of a Physician; and (4) Mental Disorder. A detailed explanation of these exclusions and limitations is found in Part 7.

BECOMING INSURED - Parts 2 and 3 explain when you become insured and when INSURANCE ends. The POLICYHOLDER determines the amount of your contribution toward the cost of your INSURANCE, if any.

LTOUT01

## Part 1. GENERAL DEFINITIONS

STANDARD means Standard Insurance Company, Portland, Oregon.

EMPLOYER means Washington County and each subsidiary or affiliate approved in writing by STANDARD.

GROUP POLICY means STANDARD'S group policy number 370026-A issued to the POLICYHOLDER.

LONG TERM DISABILITY INSURANCE means your disability insurance under the GROUP POLICY.

INSURANCE means your LONG TERM DISABILITY INSURANCE under the GROUP POLICY.

LTD BENEFIT means the monthly LONG TERM DISABILITY INSURANCE benefit payable to you according to the terms of the GROUP POLICY.

PHYSICAL DISEASE means a physical disease entity or process that produces structural or functional changes in your body as diagnosed by a PHYSICIAN.

PREGNANCY means your pregnancy, childbirth, or related medical conditions.

ACCIDENTAL BODILY INJURY means an injury to your body caused by an accident.

Providing EVIDENCE OF INSURABILITY, if required, means you must:

1. Complete and sign a health and medical history form provided by STANDARD;
2. Sign STANDARD'S form authorizing STANDARD to obtain information about your health; and
3. Provide any additional information about your insurability reasonably required by STANDARD.

All required information must be provided to STANDARD at your expense.

## Part 2. BECOMING INSURED

To become insured you must meet the following requirements plus the ACTIVE WORK requirement:

- 1. You must be a MEMBER.
- 2. You must be eligible for INSURANCE.
- 3. You are required to participate in your EMPLOYER'S entire benefit package if you are a job share MEMBER.

C0209F

### A. DEFINITION OF MEMBER

You must be a MEMBER. You are a MEMBER if you are a citizen or resident of the United States or Canada and either of the following:

- 1. An active job share employee of the EMPLOYER who is regularly scheduled to work at least 18.75 hours each week; or
- 2. Any other active employee or elected official of the EMPLOYER who is regularly scheduled to work at least 20 hours each week.

Note: Temporary and seasonal employees do not qualify as MEMBERS.

C02A1M

### B. ELIGIBILITY FOR INSURANCE

You must be eligible for INSURANCE. You are eligible for INSURANCE on the first day of the calendar month following 30 consecutive days as a MEMBER.

Note: If you are a nonunion MEMBER, your waiting period for eligibility will be reduced by any continuous period of time served as a temporary employee of the EMPLOYER immediately prior to the date you become a MEMBER.

C02B9Q

### C. ELECTING INSURANCE

If you are a job share MEMBER, your INSURANCE will become effective on the later of (a) the date you become eligible, and (b) the date you begin participating in the EMPLOYER'S entire benefit package, provided you meet the ACTIVE WORK requirement on that date.

If you are any other MEMBER, your INSURANCE will become effective as follows, provided that you meet the ACTIVE WORK requirement on that date:

- 1. If you elect to participate in your EMPLOYER'S entire benefit package on or before the date you become eligible, your INSURANCE will become effective on the date you become eligible.
- 2. If you do not elect to participate in your EMPLOYER'S entire benefit package on or before the date you become eligible and later elect to participate during an enrollment period, your INSURANCE will become effective on the later of (a) the date you elect to participate during the enrollment period, and (b) the date STANDARD approves your EVIDENCE OF INSURABILITY.

### D. ACTIVE WORK REQUIREMENT

If you were DISABLED on the day before the scheduled effective date of your INSURANCE, then the effective date of your INSURANCE will be delayed until the first day after you complete one full day of ACTIVE WORK.

For purposes of this ACTIVE WORK requirement, you are DISABLED if you are unable, as a result of PHYSICAL DISEASE, ACCIDENTAL BODILY INJURY, PREGNANCY or MENTAL DISORDER, to perform the MATERIAL DUTIES of your OWN OCCUPATION.

ACTIVE WORK and ACTIVELY AT WORK mean performing the usual duties of your job at your EMPLOYER'S usual place of business.

This ACTIVE WORK requirement also applies to any increase in your INSURANCE.

C02C9G

### **Part 3. WHEN INSURANCE ENDS**

Your INSURANCE will end automatically on the earliest of the following dates:

- a. The date you cease to be a MEMBER as defined in Part 2.A.
- b. The date you become a full time member of the armed forces of any country.
- c. The date you cease to participate in your EMPLOYER'S entire benefit package if you are a job share MEMBER..
- d. The date the GROUP POLICY terminates.
- e. The date you cease to be ACTIVELY AT WORK for your EMPLOYER on your regular work days because of (a) a temporary layoff or (b) a general work stoppage (including a strike or lockout) resulting from a labor dispute.
- f. The date you cease to be ACTIVELY AT WORK for your EMPLOYER on your regular work days for any other reason. However, your INSURANCE may be continued (unless it ends under items a. through e. above) during the following periods while you are absent from ACTIVE WORK:
  - (1) While you are receiving full salary (including sick pay) from your EMPLOYER;
  - (2) During the ELIMINATION PERIOD and while LTD BENEFITS are payable;
  - (3) During a leave of absence if continuation of your INSURANCE is required by the state-mandated family or medical leave act or law; and
  - (4) During any other leave of absence approved by your EMPLOYER and scheduled to last for 30 days or less.

C0309C

### **Part 4. BECOMING INSURED AGAIN AFTER INSURANCE ENDS**

You may become insured again under the GROUP POLICY after your INSURANCE ends. The general rule is that you may become insured again on the same basis as a new MEMBER, as provided in Part 2. BECOMING INSURED. However, for purposes of becoming insured again, the requirements of Part 2. will be modified in specific situations as follows:

1. If your INSURANCE ends because you cease to be a MEMBER, you will be immediately eligible for INSURANCE if you become a MEMBER again within 90 days after your INSURANCE ends.
2. If your INSURANCE ends because you are on a federal or state-mandated family or medical leave of absence, and you become a MEMBER again immediately following the period allowed, your INSURANCE will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

Your INSURANCE will become effective again on the date determined from Part 2, and will not be retroactive to the date your INSURANCE ended. Your INSURANCE will be subject to the PREEXISTING CONDITION exclusion in Part 7, as follows:

- (1) If you become insured again more than 90 days after your INSURANCE ends, the PREEXISTING CONDITION exclusion will apply to any condition which is a PREEXISTING CONDITION on the date you become insured again.
- (2) If you become insured again within 90 days after your INSURANCE ends, the PREEXISTING CONDITION exclusion will apply to any condition which was a PREEXISTING CONDITION at the start of the prior period of INSURANCE. For this purpose only, the two periods of INSURANCE will be treated as one period of continuous INSURANCE and the period when you were not insured will be ignored. (The same principles will apply if your INSURANCE ends two or more times and each time you become insured again within 90 days. The three or more periods of INSURANCE will be added together for purposes of the PREEXISTING CONDITION exclusion).
- (3) The PREEXISTING CONDITION exclusion will be applied as if there had been no break in coverage if required by a federal or state-mandated family or medical leave act or law and you become insured again immediately following the period allowed under the family or medical leave act or law.

Note: After your LTD BENEFITS for a period of DISABILITY end, your INSURANCE will continue without any interruption if you are a MEMBER and immediately return to ACTIVE WORK for your EMPLOYER. This Part 4 will not apply since your INSURANCE continues while you are receiving LTD BENEFITS.

C0402Y

## **Part 5. DEFINITION OF DISABILITY**

The definition of DISABILITY changes after LTD BENEFITS have been paid for 24 months.

- A. Until LTD BENEFITS have been paid for 24 months, you are only required to be DISABLED from your OWN OCCUPATION.

You are DISABLED from your OWN OCCUPATION if, as a result of PHYSICAL DISEASE, ACCIDENTAL BODILY INJURY, PREGNANCY or MENTAL DISORDER, you are unable to perform with reasonable continuity the MATERIAL DUTIES of your OWN OCCUPATION.

- B. After LTD BENEFITS have been paid for 24 months, you must be DISABLED from all occupations.

You are DISABLED from all occupations if, as a result of PHYSICAL DISEASE, ACCIDENTAL BODILY INJURY, PREGNANCY or MENTAL DISORDER, you are unable to perform with reasonable continuity the MATERIAL DUTIES of any gainful occupation for which you are reasonably fitted by education, training, and experience.

OWN OCCUPATION means any employment, business, trade, profession, calling or vocation that involves MATERIAL DUTIES of the same general character as your regular and ordinary employment with the EMPLOYER. Your OWN OCCUPATION is not limited to your job with your EMPLOYER.

MATERIAL DUTIES means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation.

C0502X

## **Part 6. LONG TERM DISABILITY INSURING CLAUSE**

Subject to all the terms of the GROUP POLICY, STANDARD will pay the LTD BENEFIT described in Part 8 upon receipt of satisfactory written proof that you have become DISABLED while insured under the GROUP POLICY.

C0601F

## **Part 7. EXCLUSIONS AND LIMITATIONS TO LONG TERM DISABILITY INSURANCE**

### **A. RISKS NOT COVERED**

1. **WAR:** You are not covered for a disability caused or contributed to by war or any act of war. WAR means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
2. **INTENTIONALLY SELF-INFLICTED INJURY:** You are not covered for a disability caused or contributed to by an intentionally self-inflicted injury.
3. **VIOLENT OR CRIMINAL CONDUCT:** You are not covered for a disability caused or contributed to by your committing or attempting to commit an assault or a felony or by your active participation in a violent disorder or riot. "Active participation" does not include being at the scene of a violent disorder or riot in the performance of your official duties.
4. **PREEXISTING CONDITION:** You are not covered for a disability caused or contributed to by a **PREEXISTING CONDITION** or medical or surgical treatment of a **PREEXISTING CONDITION** unless you meet both of the following requirements on the date you become **DISABLED**:
  - a. You have been continuously insured under the **GROUP POLICY** for at least 12 months; and
  - b. You have been **ACTIVELY AT WORK** for at least one full day after those 12 months of continuous **INSURANCE**.

**PREEXISTING CONDITION** means a mental or physical condition for which you have done any of the following at any time during the 90 day period just before the effective date of your **INSURANCE** under the **GROUP POLICY**:

- a. Consulted a **PHYSICIAN**.
- b. Received medical treatment or services.
- c. Taken prescribed drugs or medications.

C07A9K

### **B. LIMITATIONS**

1. **ELIMINATION PERIOD:** No **LTD BENEFITS** are payable for the **ELIMINATION PERIOD**.
2. **MAXIMUM BENEFIT PERIOD:** No **LTD BENEFITS** are payable after the end of the **MAXIMUM BENEFIT PERIOD**.
3. **REGULAR CARE OF A PHYSICIAN:** No **LTD BENEFITS** will be paid for any period of **DISABILITY** when you are not under the regular care of a **PHYSICIAN**.

**PHYSICIAN** means a licensed medical professional, other than yourself, diagnosing and treating you within the scope of the license.
4. **IMPRISONMENT:** No **LTD BENEFIT** will be paid for any period when you are confined for any reason in a penal or correctional institution.
5. **MENTAL DISORDER:** Payment of **LTD BENEFITS** is limited to 24 months for each period of continuous **DISABILITY** caused or contributed to by a **MENTAL DISORDER**. However, if you are confined in a **HOSPITAL** at the end of the 24 months, this limitation will not apply while you are continuously confined.

**MENTAL DISORDER** means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome, regardless of cause, including any biological or biochemical disorder or imbalance of the brain. **MENTAL DISORDER** includes, but is not limited to, bipolar affective disorder, organic brain syndrome, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, or anxiety and anxiety disorders.

**HOSPITAL** means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed **PHYSICIANS**. Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not **HOSPITALS**.

C07B9W

## **Part 8. SCHEDULE OF LONG TERM DISABILITY INSURANCE**

This Schedule of **LONG TERM DISABILITY INSURANCE** has five sections:

- A. **ELIMINATION PERIOD**
- B. **MAXIMUM BENEFIT PERIOD**
- C. **AMOUNT OF LTD BENEFIT**
- D. **PREDISABILITY EARNINGS**
- E. **INCOME FROM OTHER SOURCES**

You must read each section to understand when **LTD BENEFITS** are payable and how **LTD BENEFITS** are calculated.

C0803P

### **A. ELIMINATION PERIOD**

**ELIMINATION PERIOD** means the length of time you must be continuously **DISABLED** before **LTD BENEFITS** become payable.

Your **ELIMINATION PERIOD** is the first 90 days of each period of continuous **DISABILITY**, or the period of sick leave to which you are entitled under the **EMPLOYER'S** sick leave program, whichever is longer.

Your **ELIMINATION PERIOD** begins on the date you become **DISABLED**. **LTD BENEFITS** are never payable for the **ELIMINATION PERIOD**.

You must be seen regularly and treated by a **PHYSICIAN** during the **ELIMINATION PERIOD**.

#### **TEMPORARY RECOVERY DURING THE ELIMINATION PERIOD:**

Temporary recovery from your **DISABILITY** during the **ELIMINATION PERIOD** will have the following effect: For purposes of serving the **ELIMINATION PERIOD**, all separate periods of **DISABILITY** from the same cause or causes will be added together and treated as one period of continuous **DISABILITY**. However, you must serve the full **ELIMINATION PERIOD** within a period of 35 consecutive days for each 30 days of the **ELIMINATION PERIOD**.

C08A9M

### **B. MAXIMUM BENEFIT PERIOD**

**MAXIMUM BENEFIT PERIOD** means the longest period of time for which **LTD BENEFITS** are payable for any one period of continuous **DISABILITY**, whether from one or more causes.

Your **MAXIMUM BENEFIT PERIOD** is determined as follows:

Your Age When DISABILITY Begins	Your MAXIMUM BENEFIT PERIOD
------------------------------------	--------------------------------

61 or younger .....	To age 65
62 .....	3 years 6 months
63 .....	3 years
64 .....	2 years 6 months
65 .....	2 years
66 .....	1 year 9 months
67 .....	1 year 6 months
68 .....	1 year 3 months
69 or older .....	1 year

Your MAXIMUM BENEFIT PERIOD begins at the end of the ELIMINATION PERIOD. During the MAXIMUM BENEFIT PERIOD, LTD BENEFITS are paid at the end of each monthly period for which you qualify for LTD BENEFITS. LTD BENEFITS will stop at your death or at any time during the MAXIMUM BENEFIT PERIOD when you no longer qualify for LTD BENEFITS. LTD BENEFITS will stop at the end of the MAXIMUM BENEFIT PERIOD even if you are still DISABLED.

**TEMPORARY RECOVERY DURING THE MAXIMUM BENEFIT PERIOD:**

After LTD BENEFITS become payable, temporary recovery from your DISABILITY will have the following effect: For purposes of continuing LTD BENEFITS during the MAXIMUM BENEFIT PERIOD, any two periods of DISABILITY from the same cause or causes will be added together and treated as one period of continuous DISABILITY if they are separated by a period of recovery of less than 180 days. Thus, a new ELIMINATION PERIOD will not be required, the PREDISABILITY EARNINGS used to compute your LTD BENEFIT will not change, and the MAXIMUM BENEFIT PERIOD will be the balance of the MAXIMUM BENEFIT PERIOD remaining unused before the period of recovery.

No LTD BENEFITS will be payable under this provision after benefits become payable to you under any other group long term disability insurance policy. This rule prevents double coverage if you become insured under another policy while you are working during a period of temporary recovery.

C08B3S

**C. AMOUNT OF LTD BENEFIT**

Your LTD BENEFIT equals your MAXIMUM LTD BENEFIT reduced by your INCOME FROM OTHER SOURCES.

Your MAXIMUM LTD BENEFIT equals A or B, whichever is less, where:

A = 60% of your PREDISABILITY EARNINGS.

B = \$2,500.

Your LTD BENEFIT during a period of DISABILITY will be determined by your MAXIMUM LTD BENEFIT in effect on your last day of ACTIVE WORK before you become DISABLED.

The minimum LTD BENEFIT is \$50.

PREDISABILITY EARNINGS are defined in Part 8.D.

INCOME FROM OTHER SOURCES are defined in Part 8.E.

C08C4E

**D. PREDISABILITY EARNINGS**

PREDISABILITY EARNINGS means your monthly rate of earnings from your EMPLOYER including commissions and deferred compensation, but excluding bonuses, overtime pay and any other extra compensation. The following rules apply to the computation of your monthly rate of earnings:

Commissions: Your monthly rate of earnings on any date includes the average monthly commission paid to you by your EMPLOYER during the preceding 12 calendar months (or during your period of employment if less than 12 months).

Weekly Pay: Weekly earnings are multiplied by 4.333 to find your monthly rate of earnings.

Hourly Pay: Your hourly pay rate is multiplied by the number of hours you are regularly scheduled to work per month (but not more than 173) to find your monthly rate of earnings. If you do not have regular work hours, your monthly rate of earnings on any date will be based on the average number of hours you worked during the preceding 12 calendar months (or during your period of employment if less than 12 months), but not more than 173.

**EFFECTIVE DATE OF CHANGES IN PREDISABILITY EARNINGS:**

If you become **DISABLED**, the **PREDISABILITY EARNINGS** used to compute your **LTD BENEFIT** will be based on your monthly rate of earnings in effect on your last full day of **ACTIVE WORK** before you become **DISABLED**. Any change in the amount of your monthly rate of earnings which is approved or becomes effective after that last full day of **ACTIVE WORK** will have no effect on the amount of the **PREDISABILITY EARNINGS** used to compute your **LTD BENEFIT** for that period of **DISABILITY**.

**NOTE:** Two or more separate periods of **DISABILITY** resulting from the same cause or causes may qualify for treatment as one continuous period of **DISABILITY**. If so, the **PREDISABILITY EARNINGS** used to compute your **LTD BENEFIT** for each separate period of **DISABILITY** will be the same amounts as for the initial period of **DISABILITY**.

C08D3W

**E. INCOME FROM OTHER SOURCES**

**INCOME FROM OTHER SOURCES** is explained in the following definition, exceptions, and rules.

**1. DEFINITION OF INCOME FROM OTHER SOURCES**

**INCOME FROM OTHER SOURCES** means:

- a. Any sick pay or other salary continuation payable to you by your **EMPLOYER**, but not including vacation pay.
- b. One-half the amount of your earnings from work while **LTD BENEFITS** are payable, including earnings from your **EMPLOYER**, any other employer, or self-employment.
- c. Any amount you receive or are eligible to receive as a result of your disability under a Worker's Compensation Act or similar law, including amounts for partial or total disability, whether permanent or temporary.
- d. Any amount you, your spouse or your children receive or are eligible to receive because of your disability or retirement under the Federal Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or any similar plan or act. Early retirement benefits payable prior to normal retirement age under the plan or act will not be considered **INCOME FROM OTHER SOURCES** unless they are actually received.
- e. The amount you receive or are eligible to receive because of your disability under any state unemployment compensation disability benefit law or state disability income benefit law.
- f. The amount you receive or are eligible to receive because of your disability under any group insurance coverage, other than:
  - (1) Group Credit insurance.
  - (2) Group mortgage disability insurance.
  - (3) Group insurance available through your professional association.
- g. The following amounts from any disability or retirement plan under which you are covered as a result of your employment with your **EMPLOYER** (including but not limited to a public employee retirement system, a state teacher retirement system, or any plan arranged and maintained by a union or employee association for the benefit of its members):

- (1) Any disability benefits you receive or are eligible to receive because of your disability.
- (2) Any retirement benefits you receive or are eligible to receive because of your retirement.

If the disability or retirement plan has two or more payment options, STANDARD will consider as INCOME FROM OTHER SOURCES the amount of the plan option which provides, or comes closest to providing, a monthly income to you for life with no survivors benefit. This will be true even if you select a different option.

- h. Any benefits you receive under any unemployment compensation law.
- i. Any amount received by compromise, settlement or other method as a result of a claim for any of a. through h. above.

C08E9Z

## 2. EXCEPTIONS TO INCOME FROM OTHER SOURCES

The following will not be considered INCOME FROM OTHER SOURCES:

- a. Any cost of living increase in any INCOME FROM OTHER SOURCES, provided that the increase becomes effective while you are DISABLED and while you are eligible to receive the INCOME FROM OTHER SOURCES. (This exception does not apply to any increase in your earnings from any work.)
- b. Any amount received as reimbursement for hospital, medical, or surgical expense.
- c. Any amount which represents reasonable attorneys fees incurred in connection with the claim for INCOME FROM OTHER SOURCES.
- d. Any benefits under the Federal Social Security Act received by, or on behalf of, your dependent child age 18 or over.
- e. Benefits from any individual disability insurance policy.

C08E4F

## 3. RULES FOR INCOME FROM OTHER SOURCES

Each month your LTD BENEFIT will be determined using the INCOME FROM OTHER SOURCES for the same monthly period, even if you actually receive the INCOME FROM OTHER SOURCES in another month.

If you receive any INCOME FROM OTHER SOURCES periodically other than monthly, STANDARD will determine the monthly equivalent and use that amount in determining your LTD BENEFIT.

If you receive any INCOME FROM OTHER SOURCES in a lump sum, STANDARD will prorate the lump sum over the period of time for which the lump sum was paid and use that amount to determine your LTD BENEFIT. If no period of time is stated, STANDARD will determine the maximum period of time to which the lump sum is fairly attributable and prorate the lump sum over that period of time.

With respect to INCOME FROM OTHER SOURCES which you are claiming but have not yet received, STANDARD will offer you the following options:

Option 1. STANDARD will determine your LTD BENEFIT each month using the monthly amount of the INCOME FROM OTHER SOURCES you expect to receive for that period. You will be reimbursed by STANDARD if this results in an underpayment of your claim for LTD BENEFITS. You must repay STANDARD if this results in an overpayment of your claim for LTD BENEFITS.

Option 2. STANDARD will pay you LTD BENEFITS without any adjustment on account of that INCOME FROM OTHER SOURCES until your claim for that INCOME

FROM OTHER SOURCES is approved. You must repay STANDARD for any resulting overpayment of your claim for LTD BENEFITS.

Option 2. becomes effective automatically if you fail to make a choice.

You must notify STANDARD of the amount of the INCOME FROM OTHER SOURCES when it is approved. If it is approved for a period when STANDARD has already paid an LTD BENEFIT, STANDARD will recompute the amount of the LTD BENEFIT which was payable to you for that period. If you have been underpaid, STANDARD will pay you the amount of any such underpayment with interest at a rate determined by STANDARD. If you have been overpaid, STANDARD will notify you of the amount of the overpayment. You must immediately reimburse STANDARD for the amount of the overpayment. You will not receive any payments from STANDARD until STANDARD has been reimbursed in full. In the meantime, any LTD BENEFITS becoming payable will be applied to reduce the amount of the overpayment of your claim for LTD BENEFITS.

C08E5Y

## **Part 9. OTHER LONG TERM DISABILITY BENEFITS AND PROVISIONS**

### **A. REHABILITATION PROVISION (RETURN TO WORK)**

If you work while LTD BENEFITS are payable, your earnings from that work will be used in determining the amount of your LTD BENEFIT.

NOTE: All or a part of the ELIMINATION PERIOD can be satisfied while you are working if you are considered DISABLED during your period of work activity.

C09A1F

### **B. SURVIVORS BENEFIT**

If you die while LTD BENEFITS are payable to you, STANDARD will pay a lump sum SURVIVORS BENEFIT. The following rules will apply.

1. The SURVIVORS BENEFIT will equal three times the amount of your MAXIMUM LTD BENEFIT.
2. The SURVIVORS BENEFIT will first be applied to reduce the amount of any outstanding overpayment of your claim for LTD BENEFITS.
3. The SURVIVORS BENEFIT will be paid to any one or more of the following at the option of STANDARD:
  - a. Your spouse.
  - b. One or more of your unmarried children under age 25.
  - c. Any person providing the care and support of any of them.

The SURVIVORS BENEFIT will be paid only if you are survived by a spouse, or unmarried child under age 25.

C09B1Q

### **C. WAIVER OF PREMIUM**

Your LONG TERM DISABILITY INSURANCE in effect when you become DISABLED will be continued without payment of premiums while LTD BENEFITS are payable.

If a period of continuous DISABILITY is extended by a new cause while LTD BENEFITS are payable, LTD BENEFITS will continue while you remain DISABLED, subject to the terms of the GROUP POLICY and the following rules:

- (a) LTD BENEFITS will not continue beyond the end of the original MAXIMUM BENEFIT PERIOD.

- (b) No LTD BENEFITS will be paid for any extension of a period of continuous DISABILITY caused or contributed to by a risk excluded under Part 7.

C09C1B

#### **D. BENEFITS AFTER INSURANCE ENDS OR IS CHANGED**

Your right to receive LTD BENEFITS for a period of continuous DISABILITY which begins while you are insured under the GROUP POLICY will not be affected by:

- (a) The termination of the GROUP POLICY after the date you become DISABLED;
- (b) The termination of your INSURANCE while the GROUP POLICY remains in force; or
- (c) Any amendment to the GROUP POLICY approved after the date you become DISABLED.

C09D1B

#### **E. MINIMUM BENEFIT PERIOD FOR ACCIDENTAL LOSSES**

Subject to all the terms of the GROUP POLICY, STANDARD will pay LTD BENEFITS for the applicable Minimum Benefit Period shown in the Schedule of Accidental Losses upon receipt of satisfactory written proof that you have suffered one of the Accidental Losses shown in the Schedule of Accidental Losses, subject to the following rules:

1. The Accidental Loss must be caused solely and directly by ACCIDENTAL BODILY INJURIES received while you are insured under the GROUP POLICY.
2. The Accidental Loss must occur within 90 days after the date of the ACCIDENTAL BODILY INJURY.
3. The Accidental Loss must occur while you are insured under the GROUP POLICY, unless the GROUP POLICY terminates after the date of the ACCIDENTAL BODILY INJURY and you are continuously DISABLED from the date of termination of the GROUP POLICY until the date of the Accidental Loss.
4. No LTD BENEFITS will be paid if either the ACCIDENTAL BODILY INJURIES or the Accidental Loss is caused or contributed to by any of the exclusions shown in Part 7.A.
5. Payment of LTD BENEFITS during the Minimum Benefit Period is not subject to the limitations shown in Part 7.B.
6. Sick pay or other salary continuation paid to you by your EMPLOYER, or any earnings you receive from work activity during the Minimum Benefit Period will not be considered INCOME FROM OTHER SOURCES during the Minimum Benefit Period.
7. The Minimum Benefit Periods for all Accidental Losses resulting from the same ACCIDENTAL BODILY INJURIES may not exceed 24 months.
8. The Minimum Benefit period begins on the date of the Accidental Loss.
9. LTD BENEFITS are payable for the period beginning on the date of the Accidental Loss, whether or not you have served the ELIMINATION PERIOD on that date and whether or not you are DISABLED.
10. LTD BENEFITS will continue during your lifetime for the entire Minimum Benefit Period, even if this causes LTD BENEFITS to be paid beyond the end of the MAXIMUM BENEFIT PERIOD.
11. LTD BENEFITS paid during the Minimum Benefit Period take the place of any LTD BENEFITS that would otherwise be payable because of your DISABILITY during the same period. The LTD BENEFITS paid during the Minimum Benefit Period will count as a part of the MAXIMUM BENEFIT PERIOD.

#### **SCHEDULE OF ACCIDENTAL LOSS**

Accidental Loss of .....	Minimum Benefit Period
Both Hands or Feet or Sight of Both Eyes .....	24 Months
One Hand and One Foot .....	24 Months
Either Hand or Foot and Sight of One Eye .....	24 Months
Either Hand or Foot.....	12 Months
Sight of One Eye .....	12 Months

Loss of hand or foot means permanent severance of the hand or foot from the body at or above the wrist or ankle joint; loss of sight of an eye means entire and irrecoverable loss of sight.

C09E1F

## **Part 10. CLAIMS PROVISIONS AND PROCEDURES FOR LTD BENEFITS**

### **A. PAYMENT OF BENEFITS**

All LTD BENEFITS will be paid to you. Any LTD BENEFIT remaining unpaid at the time of your death will be paid to the person or persons receiving the SURVIVORS BENEFIT. If no SURVIVORS BENEFIT is paid, the unpaid LTD BENEFIT will be paid to your estate.

### **B. TIME LIMITS FOR FILING A CLAIM**

You must claim LTD BENEFITS within 120 days after the end of the ELIMINATION PERIOD or as soon thereafter as reasonably possible and, in any case, within one year after the end of that 120 day period. Claims not filed within these time limits will be denied and no LTD BENEFIT will be paid. These limits will not apply during any period when you lacked the legal capacity to file a claim.

### **C. FILING A CLAIM**

All claims for LTD BENEFITS should be submitted on STANDARD'S forms. You should obtain claim forms from the POLICYHOLDER or the Plan Administrator.

You may also request claim forms from STANDARD. If STANDARD fails to provide you with claim forms within 15 days of your request, you may submit your claim in a letter stating the occurrence, character, and extent of the event for which the claim is made.

### **D. PROOF OF LOSS**

Proof of each of the following elements of proof of loss must be provided to STANDARD at your expense. No LTD BENEFITS will be paid until STANDARD receives satisfactory written proof:

1. That you became DISABLED while insured under the GROUP POLICY.
2. That you were DISABLED throughout the ELIMINATION PERIOD and the period for which LTD BENEFITS are claimed.
3. That your DISABILITY results from a cause not excluded in Part 7.
4. That you are being seen regularly and treated by a PHYSICIAN.
5. Of such additional information as STANDARD may reasonably require in connection with your claim for LTD BENEFITS.

If your claim is approved, no LTD BENEFITS will be continued beyond the end of the period for which you have provided STANDARD with satisfactory written proof of loss.

### **E. DOCUMENTATION OF CLAIM**

You must submit the following documents at your expense:

1. A completed claim statement signed by you.
2. A completed claim statement signed by the POLICYHOLDER.
3. A completed claim statement signed by your treating PHYSICIAN.
4. Your written authorization for STANDARD to obtain the records and information needed to determine your eligibility for LTD BENEFITS.
5. Such other documents as STANDARD may reasonably require.

STANDARD will require you to submit additional documentation of your claim at your expense at reasonable intervals while you are receiving LTD BENEFITS.

#### **F. DOCUMENTATION OF INCOME FROM OTHER SOURCES**

Documentation of INCOME FROM OTHER SOURCES must be provided to STANDARD at your expense.

If STANDARD reasonably believes that you are receiving or are eligible to receive INCOME FROM OTHER SOURCES, STANDARD has the right to require satisfactory written documentation:

- (a) That you have made timely claim for the INCOME FROM OTHER SOURCES;
- (b) That you have properly pursued each claim; and
- (c) Of the amount of the INCOME FROM OTHER SOURCES.

STANDARD will send you a written request for any required documentation. You must provide such documentation within 60 days after the written request is mailed to you. Otherwise, STANDARD, at its sole discretion, may elect to reduce your LTD BENEFITS by the amount STANDARD reasonably believes you are receiving or would have been eligible to receive upon timely and proper pursuit of a claim for the INCOME FROM OTHER SOURCES. If your claim for LTD BENEFITS has been overpaid, STANDARD will notify you of the amount of the overpayment. You must immediately reimburse STANDARD for the amount of the overpayment. You will not receive any payments from STANDARD until STANDARD has been reimbursed in full. In the meantime, any LTD BENEFITS becoming payable will be applied to reduce the amount of the overpayment of your claim for LTD BENEFITS.

If you later provide the required documentation within a reasonable time, STANDARD will recompute the amount of LTD BENEFITS which were payable. If you have been overpaid, STANDARD will notify you of the amount of the overpayment and the overpayment will be handled as above. If you have been underpaid, STANDARD will pay you the amount of the underpayment with interest at a rate determined by STANDARD.

#### **G. INVESTIGATION OF YOUR CLAIM**

STANDARD has the right at any time to conduct an investigation of your claim. No LTD BENEFITS will be paid until STANDARD has had a reasonable time to conduct an investigation.

#### **H. INDEPENDENT EXAMINATION.**

STANDARD has the right to have you examined at STANDARD'S expense at reasonable intervals while you are claiming LTD BENEFITS. Any such examinations will be conducted by one or more PHYSICIANS or vocational specialists of STANDARD'S choice.

STANDARD has the right to defer or suspend payment of LTD BENEFITS if you fail to attend an examination or fail to cooperate with the person conducting the examination. In such a case LTD BENEFITS may be resumed, provided that the required examination occurs within a reasonable time and LTD BENEFITS are otherwise payable.

#### **I. NOTICE OF DECISION ON CLAIM**

You will receive a written decision on your claim within a reasonable period of time after STANDARD receives your claim.

If STANDARD denies all or any part of your claim, you will receive a written notice of denial containing:

- (1) The reasons for the denial;
- (2) Reference to the provisions of the GROUP POLICY on which the denial is based;
- (3) A description of any additional information or documentation you must submit to obtain benefits and an explanation of why such information or documentation is required;
- (4) Notice of your right to a review of the denial; and
- (5) A description of the review procedure.

If you do not receive a written decision on your claim within 90 days after your claim is received, you will have an immediate right to request a review under the review procedure, as if your claim had been denied.

#### **J. REVIEW PROCEDURE**

You have a right to a review of any denial by STANDARD of all or any part of your claim. To obtain a review, you should send a written request for review to STANDARD within 60 days after you receive notice of the denial. No special form is required.

As a part of your request for review, you may submit issues and comments in writing and provide additional documentation in support of your claim. You may review pertinent documents related to your request for review.

STANDARD will review your claim promptly after receiving your request for review. You will receive written notice of STANDARD'S decision within 60 days after your request for review is received, or within 120 days if special circumstances require an extension. The written decision you receive will include the reasons for the decision and reference to the provisions of the GROUP POLICY on which the decision is based.

You may authorize another person to act for you under this review procedure.

C1001C

### **Part 11. TIME LIMITS ON LEGAL ACTIONS AND CERTAIN DEFENSES**

No action at law or in equity may be brought to recover under the GROUP POLICY until 60 days after written proof of loss has been provided to STANDARD.

Any statement you make to obtain INSURANCE will be a representation and not a warranty. No misrepresentation by you will be used to reduce or deny your claim or to deny the validity of your INSURANCE unless:

- (a) Your INSURANCE would not have been approved except for your misrepresentation;
- (b) Your misrepresentation is contained in a written instrument signed by you; and
- (c) You have been given a copy of the written instrument containing your misrepresentation.

After your INSURANCE has been in effect for two years, no misrepresentation by you, except a fraudulent misrepresentation made with actual intent to deceive, will be used to reduce or deny your claim or to deny the validity of your INSURANCE.

C1101F

### **Part 12. ASSIGNMENT NOT PERMITTED**

Your Certificate is not assignable. The INSURANCE provided and benefits payable are not assignable.

C1201A

## **Part 13. ALLOCATION OF AUTHORITY**

Except for those functions which the GROUP POLICY specifically reserves to the POLICYHOLDER, we have full and exclusive authority to control and manage the GROUP POLICY, to administer claims, and to interpret the GROUP POLICY and resolve all questions arising in the administration, interpretation, and application of the GROUP POLICY.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested.
2. The right to establish and enforce rules and procedures for the administration of the GROUP POLICY and any claim under it.
3. The right to determine:
  - a. Eligibility for INSURANCE.
  - b. Entitlement to benefits.
  - c. The amount of benefits payable.
  - d. The sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the GROUP POLICY, any decision we make in the exercise of our authority is conclusive and binding.

ALLOC1