

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company
900 SW Fifth Avenue
Portland, Oregon 97204-1282
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People. Not just policies.®

GROUP LONG TERM DISABILITY INSURANCE CERTIFICATE

POLICYHOLDER:	University Physicians, Inc.
GROUP POLICY NUMBER:	135212-A
GROUP POLICY EFFECTIVE DATE:	January 1, 2004
GROUP POLICY ANNIVERSARY DATE:	Each future January 1
STATE OF ISSUE:	Colorado

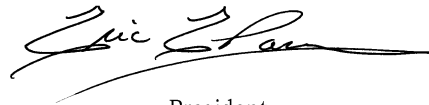
The Table of Contents on the next page will help you locate important items, such as the date you become eligible, the benefits and definitions of terms.

PLEASE READ THE ENTIRE CERTIFICATE. IT IS IMPORTANT.

This certificate details the main features of the insurance provided under the Group Policy issued to the Policyholder by Standard Insurance Company (Standard). Subject to the terms and conditions of the Group Policy, you are insured for the benefits described in this certificate. Possession of this certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this certificate.

Unless defined differently within a particular provision, the terms "you" and "your" mean the Employee. Other defined terms appear with their initial letters capitalized.

This certificate replaces any other certificates that may have been previously issued to you describing this insurance.



President

GCTC1002-LTD

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PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE

ELIGIBILITY

Employer

University Physicians, Inc.

Eligible Class(es)

Eligible Class 1:

All active full-time exempt Employees other than an Employee who receives compensation directly from the University of Colorado or an Employee who participates in the Public Employees Retirement Association

Eligible Class 2:

All active full-time non-exempt Employees other than an Employee who receives compensation directly from the University of Colorado or an Employee who participates in the Public Employees Retirement Association

Work Test

All faculty Employees:

You must work at least 15 hours per week to be considered a full-time Employee under the Group Policy.

All non-faculty Employees:

You must work at least 32 hours per week to be considered a full-time Employee under the Group Policy.

Waiting Period

For Employees covered under their Employer's prior long term disability plan on the Group Policy Effective Date or whose coverage was scheduled to begin under the prior plan on the Group Policy Effective Date:

The time period is shown below for all Employees eligible for insurance based on classification:

Classification:

Class 1

Class 2

Waiting Period:

None

1 continuous year of service in an Eligible Class including time served in an eligible class under the Employer's prior long term disability plan.

For all other Employees:

The time period is shown below for all Employees eligible for insurance based on classification:

Classification:

Class 1

Waiting Period:

None

Class 2

1 continuous year of service in an Eligible Class including time served in an eligible class under the Employer's prior long term disability plan.

BENEFITS

Benefits Start

...as of the first day of the month after the end of the Elimination Period. The Elimination Period is the period you must be continuously Disabled before benefits become payable. The Elimination Period is the longer of:

- (1) 6 months; or
- (2) any period you are eligible to receive payments in each calendar month equal to your full Monthly Wage Base under your Employer's short term disability plan (whether an insured or self-funded plan), or under your Employer's sick leave or salary continuation program.

Normal Occupation Period

...is the first 24 months after the Elimination Period.

Any Occupation Period

...begins at the end of the Normal Occupation Period and continues while benefits are payable.

Benefits Continue

...during a term of continuous Disability until the following age or time limit:

<u>Age When Disability Starts</u>	<u>Age or Time Limit</u>
59 or younger.....	To age 65
60 through 64.....	5 years
65 through 68.....	To age 70
69 or older.....	1 year

except, no benefits will be payable for more than 24 months if Disability is caused or contributed to by or medical or surgical treatment of a Mental Illness, or alcoholism and/or drug abuse, or use of alcohol or drugs unless prescribed by and taken in accordance with the instructions of a Physician as set forth in "After Benefits Start, They Will Continue To Be Payable" in PART 3: DISABILITY BENEFITS.

Benefit Types and Amounts:

(A) The Monthly Income Benefit

...is equal to 60% of your Monthly Wage Base not to exceed a benefit of \$7,500 per month, less the sum of the Benefits From Other Sources (see PART 8: DEFINITIONS) that apply to the same month.

In no event will the Monthly Income Benefit be less than \$100; or if greater, 10% of the Monthly Income Benefit before Benefits From Other Sources are subtracted.

If your Monthly Earnings While Disabled are more than 20% of your Increasing Monthly Wage Base, the Monthly Income Benefit will be adjusted. See PART 3: DISABILITY BENEFITS.

(B) The Monthly Annuity Premium Benefit

...equals 7% of your Monthly Wage Base and will be credited to Teachers Insurance Annuity Association of America (TIAA) and College Retirement Equities Fund (CREF) retirement annuities.

If your Monthly Earnings While Disabled are more than 20% of your Increasing Monthly Wage Base, the Monthly Annuity Premium Benefit will be adjusted. See PART 3: DISABILITY BENEFITS.

The United States Internal Revenue Code limits contributions for you under your Employer's retirement plan. Standard can pay the Monthly Annuity Premium Benefit only to the extent of those limits.

(C) The Survivor Income Benefit

...equals the last Monthly Income Benefit you received, multiplied by 3 and will be paid in a lump sum. It will be paid to your Surviving Dependent(s) if you had been Disabled for at least 9 months.

OTHER FEATURES INCLUDE

Eligibility When You Are Rehired

Rehabilitation Service

Social Security Disability Assistance

Work Transition Period

DISABILITIES NOT COVERED

No Benefits Will Be Paid

...if the Disability is caused or contributed to by:

- (1) an intentionally self-inflicted condition; or
- (2) War; or
- (3) taking part in a felony; or
- (4) riot; or
- (5) a Preexisting Condition;

Nor Will Benefits Be Payable For Any Period During Which You:

- (1) are in prison; or
- (2) are outside the United States, its territories and possessions, or Canada; or
- (3) do not participate in rehabilitation; or
- (4) are not under the Regular Care of a Physician; or
- (5) do not provide written proof of Disability; or
- (6) fail or refuse to be examined at Standard's request.

See PART 4: DISABILITIES NOT COVERED.

PART 2: ELIGIBILITY

To Be Eligible for Insurance

...you must be in an Eligible Class and meet any required Work Test shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE.

You Will Become Eligible for Insurance

...on the latest of:

- (1) the Group Policy Effective Date, if you are in an Eligible Class and have completed the required Waiting Period on that date; and
- (2) the first day of the month that falls on or next follows the date you complete any required Waiting Period shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE for your Eligible Class; and
- (3) the first day of the month that falls on or next follows the date you complete any required Waiting Period shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE for your Eligible Class, if you enter the class after the Group Policy Effective Date. However, if you were covered under a prior employer's group long term disability insurance plan, you will become eligible for insurance on the first day of the month that falls on or next follows the date you enter an Eligible Class, if:
 - (a) the prior plan provided income benefits for 5 or more years of disability; and
 - (b) you were covered under the prior plan within 3 months before the date you entered the Eligible Class;

provided you are Actively at Work on the date you are to become eligible. If you are incapable of Active Work on that date, you will become eligible on the date after you have completed 5 full consecutive days of Active Work.

If You Are Rehired

...within 90 days of the date employment ceased you will become eligible for insurance on:

- (1) the date of your re-entry into an Eligible Class, if you meet any required Work Test shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE, and you were previously insured under the Group Policy; or
- (2) the date you become eligible for insurance as set forth in "You Will Become Eligible for Insurance" above, if you were not previously insured under the Group Policy. All full months of service in an Eligible Class prior to the date employment ceased will be used in determining this date.

You must be Actively at Work on the date you are to become eligible. If you are incapable of Active Work on that date, you will become eligible on the date after you have completed 5 full consecutive days of Active Work. If you are a rehired Employee, your most recent effective date of insurance will be used throughout this certificate as the date you became insured.

To Become Insured

...you must be eligible for insurance.

Your Insurance Will Become Effective

...on the first of the month that falls on or next follows the date you become eligible, provided you are Actively at Work on the date the insurance is to begin. If you are incapable of Active Work on that date, your insurance will not become effective until the day after you have completed 5 full consecutive days of Active Work.

The Active Work Requirement Will Not Apply To You

...if you were covered under your Employer's prior group long term disability plan on the day before the effective date of your Employer's coverage under the Group Policy, you can become insured on the effective date of your Employer's coverage without being Actively at Work. The Monthly Income Benefit payable for a period of continuous Disability beginning before you are Actively at Work will be the monthly income benefit which would have been payable under the terms of that prior plan if it had remained in force, reduced by any benefits payable under that

prior plan. There is no minimum Monthly Income Benefit if there is a reduction by benefits payable under that prior plan.

The Cost For The Insurance

...is paid by your Employer.

Generally near the Group Policy Anniversary Date, Standard reviews the plan and the premiums being charged. If a premium change is to be made, Standard will notify your Employer.

PART 3: DISABILITY BENEFITS

WHEN BENEFITS START AND DURATION OF BENEFITS

Benefits Will Be Payable

...as of the first day of the month after the end of the Elimination Period shown in "Benefits Start" in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE, if the following conditions are met:

- (1) Disability starts while you are insured under the Group Policy; and
- (2) Disability does not result from any cause set forth in PART 4: DISABILITIES NOT COVERED; and
- (3) proof of Disability is given to Standard as set forth in PART 7: GENERAL PROVISIONS; and
- (4) for payment of the Monthly Annuity Premium Benefit, the conditions set forth in "Types Of Benefits" in PART 3: DISABILITY BENEFITS.

However, if you:

- (1) return to Active Work for your Employer before benefits are payable; and
- (2) become Disabled again from the same or related cause within 90 days of your return to Active Work;

the term of Disability will be considered continuous. Any days of Active Work, however, will not count toward meeting the Elimination Period. This paragraph will not apply if you return to Active Work after the date the Group Policy terminates.

No benefits will be payable for the Elimination Period shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE.

After Benefits Start, They Will Continue To Be Payable

...each month during your term of continuous Disability. The last benefit payment will be made as of the first day of the month in which the earliest of these events occurs:

- (1) you are no longer Disabled; or
- (2) you reach a limit shown under "Benefits Continue" in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE; or
- (3) you die; or
- (4) you fail to provide proof of continued Disability and entitlement to benefits under the Group Policy; or

- (5) benefits become payable under any other long term disability plan under which you become insured through employment during a period of temporary recovery; or
- (6) you attain the time limit below, if Disability is caused or contributed to by the following or medical or surgical treatment of the following: Mental Illness; alcoholism and/or drug abuse; or use of alcohol or drugs unless prescribed by and taken in accordance with the instructions of a Physician. The time limit is the number of months of benefits shown under "Benefits Continue" in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE for Mental Illness or alcoholism and/or drug abuse or use of alcohol or drugs. Except, if at the end of that period you are confined to a Hospital or Institution, benefits will continue to be payable for the remainder of the confinement. Upon discharge:
 - (a) benefits will continue to be payable for 3 months, if you continue to be Disabled; and
 - (b) if during the 3 month period in (a) above, you are reconfined to a Hospital or Institution for at least 14 consecutive days, benefits will continue to be payable during the reconfinement and for an additional 3 months following your discharge.

Upon attaining the time limits shown under "Benefits Continue" in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE, no further benefits are payable for any Disability due to Mental Illness, alcoholism and/or drug abuse; or use of alcohol or drugs unless prescribed by and taken in accordance with the instructions of a Physician until after you:

- (a) have been insured under the Group Policy; and
- (b) have returned to Active Work for at least 6 continuous months.

Recurrent Disability

If, after benefits cease because you are no longer Disabled, you:

- (1) return to Active Work; and
- (2) become Disabled again from the same or related cause within 6 months after the date benefits ceased;

benefits will begin as of the first day of the month after Disability starts again and the term of Disability will be considered continuous.

Benefits payable during a term of recurrent Disability will be based on the provisions and Monthly Wage Base that applied to the prior term of Disability. This provision will not apply to you if you become Disabled again after your insurance ceases as set forth in PART 5: WHEN INSURANCE CEASES, nor will it apply to you if while receiving benefits you also attain a limit shown under "Benefits Continue" in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE.

TYPES OF BENEFITS

(A) The Monthly Income Benefit

...is equal to the amount shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE.

(In the case of the last benefit payment, Standard will use the amount of Benefits From Other Sources that applied to the prior month.) Benefits From Other Sources are set forth in detail in PART 8: DEFINITIONS.

If your Monthly Earnings While Disabled are 20% or less of your Increasing Monthly Wage Base, no change will be made to the amount of the Monthly Income Benefit.

If your Monthly Earnings While Disabled are more than 20% of your Increasing Monthly Wage Base after the Elimination Period, a Work Transition Period will be provided. During the Work Transition Period, no change will be made to the Monthly Income Benefit as shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE, except to stay within the 100% limit stated below. The Work Transition Period will begin the first month that your Monthly Earnings While Disabled are more than 20% of your Increasing Monthly Wage Base and will end after 12 consecutive months. In no event will the Work Transition Period exceed the first 12 months of benefits for you.

After the Work Transition Period, a percentage of the Monthly Income Benefit is payable. The percentage is obtained by dividing Lost Income by the Increasing Monthly Wage Base. That percentage is then applied as the multiplier to the amount of the Monthly Income Benefit. As any changes occur in your Monthly Earnings While Disabled, Increasing Monthly Wage Base, or Monthly Income Benefit, the amount of benefits payable by Standard on or after the date of the change will be adjusted to reflect the change.

If at any time, including during the Work Transition Period, the Monthly Income Benefit plus the combined monthly amount of Benefits From Other Sources and Monthly Earnings While Disabled exceed 100% of your Increasing Monthly Wage Base, the Monthly Income Benefit will be adjusted. When the adjustment is made, the Monthly Income Benefit plus the combined monthly amount of Benefits From Other Sources and Monthly Earnings While Disabled will equal 100% of your Increasing Monthly Wage Base.

You will no longer be Disabled when your Monthly Earnings While Disabled from your Normal Occupation or any other occupation equals 80% or more of your Increasing Monthly Wage Base.

In no event will the Monthly Income Benefit be less than the minimum Monthly Income Benefit shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE.

Payment of the Monthly Income Benefit

The first benefit will be paid as of the first day of the month after the end of the Elimination Period shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE, and as of the first day of each month thereafter. Payment is subject to Standard's right to receive proof of continued Disability. Any unpaid benefits at your death will be paid to your estate. Standard reserves the right to pay any Monthly Income Benefit to any person as trustee for you if the trustee is a person by whom or an institution in which you are being maintained. Before payment is made to any person as trustee, Standard must be satisfied that you are not able, for physical or mental reasons, to accept payment. Such payment will discharge Standard's obligation for that payment. Standard will not be liable for the acts or neglects of any trustee to whom payment is made. The Monthly Income Benefit may be applied to reduce any overpayment of your claim.

(B) The Monthly Annuity Premium Benefit

The amount of the Monthly Annuity Premium Benefit is determined as shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE.

The Monthly Annuity Premium Benefit will cease to be paid if you elect to receive, at any time during your Disability, all of the benefit payable from such TIAA Retirement Annuity Contract and/or CREF Retirement Unit-Annuity Certificate under any option available.

The Monthly Annuity Premium Benefit does not apply to Teachers Insurance and Annuity Association of America - College Retirement Equities Fund (TIAA-CREF) Supplemental Retirement Annuities (SRAs) or to premiums paid to them.

If your Monthly Earnings While Disabled are 20% or less of your Increasing Monthly Wage Base, no change will be made to the amount of the Monthly Annuity Premium Benefit.

If your Monthly Earnings While Disabled are more than 20% of your Increasing Monthly Wage Base after the Elimination Period, a Work Transition Period will be provided. During the Work Transition Period, no change will be made to the Monthly Annuity Premium Benefit as shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE. The Work Transition Period will begin the first month that your Monthly Earnings While Disabled are more than 20% of your Increasing Monthly Wage Base and will end after 12 consecutive months. In no event will the Work Transition Period exceed the first 12 months of benefits for you.

After the Work Transition Period, a percentage of the Monthly Annuity Premium Benefit is payable. The percentage is obtained by dividing Lost Income by the Increasing Monthly Wage Base. That percentage is then applied as the multiplier to the amount of the Monthly Annuity Premium Benefit. As any changes occur in your Monthly Earnings While Disabled, Increasing Monthly Wage Base, or Monthly Annuity Premium Benefit, the amount of benefits payable by Standard on or after the date of the change will be adjusted to reflect the change.

Payment of the Monthly Annuity Premium Benefit

You must be Disabled and eligible to receive a Monthly Income Benefit in order for the Monthly Annuity Premium Benefit to be payable.

The Monthly Annuity Premium Benefit is not payable directly to you. The Monthly Annuity Premium Benefit will be paid as a premium remitted on your behalf under the terms of your Employer's retirement plan.

The first benefit will be paid as of the first day of the month after the end of the Elimination Period shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE, and as of the first day of each month thereafter to Teachers Insurance and Annuity Association of America (TIAA) and College Retirement Equities Fund (CREF) retirement annuities.

Any payment made will be divided according to any option available at the time the payment is made.

No payment will be made before the date your application is approved for the contract or certificate unless you already own such a contract or certificate. Except, if during a term of Disability you elect a benefit from such TIAA or CREF annuity, Standard will not accept an application for another contract or certificate.

Payment is subject to Standard's right to receive proof of continued Disability.

The Monthly Annuity Premium Benefit may be applied to reduce any overpayment of your claim.

(C) The Survivor Income Benefit

...is determined as shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE.

The Survivor Income Benefit is payable as of the first day of the month after your death if you:

- (1) had been Disabled for the full 9 months prior to your death; and
- (2) are survived by one or more Surviving Dependents.

A Surviving Dependent

...is your:

- (1) spouse; or
- (2) child who was:
 - (a) unmarried; and
 - (b) dependent on you for support and maintenance; and

- (c) less than 19 years of age, or less than 25 years of age and enrolled in a school as a full-time student.

The term "child" includes an adopted child or step child, but not a foster child.

Payment of the Survivor Income Benefit

This benefit is payable as of the first day of the month after your death. The Survivor Income Benefit will be paid in one lump sum. The Survivor Income Benefit will first be applied to reduce any overpayment of your claim. Your Surviving Dependent spouse, if living, will receive the benefit; otherwise, the benefit will be paid in equal shares to all your Surviving Dependent children. If this benefit is payable to your Surviving Dependent children, Standard reserves the right to pay the benefit to a person or persons whom Standard is satisfied should receive the benefit on the children's behalf. Such payment will discharge Standard's obligation for that payment. If no Surviving Dependents are alive at your death, the Survivor Income Benefit will not be paid. Standard will not be liable for the acts or neglects of any person or persons to whom payment is made.

Proof of your death will be required before the Survivor Income Benefit is paid. Standard may also require proof that a dependent is a Surviving Dependent. All proof must be satisfactory to Standard.

TYPES OF SERVICES

Rehabilitation Service

Rehabilitation services are services that Standard determines prepare you to work to the fullest extent of your ability. Standard will give you a written statement of the services, and their extent. The services may include but are not limited to the following:

- (1) vocational testing; or
- (2) job preparation; or
- (3) career counseling; or
- (4) retraining; or
- (5) work place modification.

Social Security Disability Assistance

Standard can help you to apply for Social Security disability benefits. Standard may also help you appeal a denied application for such benefits.

PART 4: DISABILITIES NOT COVERED

No Benefits Will Be Paid

...if Disability is caused or contributed to by the following or medical or surgical treatment of the following:

- (1) a mental or physical condition that is intentionally self-inflicted while sane; or
- (2) a mental or physical condition that results from 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; or

- (3) a mental or physical condition that results from your committing or attempting to commit an assault or felony; or
- (4) a mental or physical condition that results from you actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties; or

For Class 1 Employees

- (5) a Preexisting Condition. A Preexisting Condition is a mental or physical condition, whether or not diagnosed or misdiagnosed,

- (a) for which you did any of the following:
 - (i) incurred expense; or
 - (ii) received medical treatment, services, or advice; or
 - (iii) underwent diagnostic procedures; or
 - (iv) took prescribed drugs or medicine; or
 - (v) consulted a physician or other licensed medical professional; or
- (b) that was discovered or suspected as a result of any medical examination including a routine examination,

within the 6 months prior to your most recent effective date of insurance.

This exclusion will not apply to you if:

- (c) for 12 months prior to the start of a Disability, you were continuously:
 - (i) insured under the Group Policy; and/or
 - (ii) covered under your Employer's prior long term disability plan; and/or
 - (iii) covered under your prior employer's group long term disability plan which provided income benefits for 5 or more years of disability. Coverage under the prior plan will be deemed to be continuous if you were covered under the prior plan within 3 months before the date you became insured under the Group Policy. But if the prior plan's preexisting condition provision still applied to you when the coverage ended, this exclusion will apply to you until you have been insured under the Group Policy for any remaining time that the prior plan's preexisting condition provision would have applied to you.

If this exclusion applies to you, benefits will be payable if:

- (d) you were covered under your Employer's prior long term disability plan on the day before your insurance became effective under the Group Policy; and
- (e) you became insured under the Group Policy when your coverage under your Employer's prior long term disability plan ceased; and
- (f) you were continuously insured under the Group Policy from the effective date of your insurance under the Group Policy through the date you became Disabled from the Preexisting Condition; and
- (g) benefits would have been payable under the terms of your Employer's prior long term disability plan if it had remained in force, taking into account the preexisting condition provision, if any, of that prior plan.

For such a Disability, the amount of your Monthly Income Benefit (before reduction by Benefits From Other Sources) will be the lesser of:

- (i) the benefit that would have been payable under the terms of your Employer's prior long term disability plan if it had remained inforce; or
- (ii) the Monthly Income Benefit payable under the terms of the Group Policy, without taking into account this Preexisting Condition provision.

Your Monthly Income Benefit for such a Disability will become payable on the later of the following dates:

- (i) the date benefits would have become payable under the terms of your Employer's prior long term disability plan if it had remained inforce; or
- (ii) the end of the Elimination Period as shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE.

Your Monthly Income Benefit for such a Disability will cease on the earlier of the following dates:

- (i) the date benefits would have ended under the terms of your Employer's prior long term disability plan if it had remained inforce; or
- (ii) the date benefits cease under the terms of the Group Policy.

Nor Will Benefits Be Payable For Any Period During Which:

- (1) you are confined in a prison or other correctional facility, or in a treatment facility in lieu of being confined in any correctional facility; or
- (2) you are outside the following areas: the United States, its territories and possessions or Canada; but this does not apply to a term of Disability that starts while you are Actively at Work outside those areas; or which starts while you are on vacation outside those areas if you return to those areas as soon as you are physically able to do so; or
- (3) you fail to participate in a program of rehabilitation service that Standard determines prepares you to work to the fullest extent of your ability; or
- (4) you are not under the Regular Care of a Physician; or
- (5) you fail to provide proof of Disability and other proof as set forth in PART 7: GENERAL PROVISIONS; or
- (6) you fail to comply with Standard's request to have you examined.

PART 5: WHEN INSURANCE CEASES

Your Insurance Will Cease

...on the earliest of the following events:

- (1) the date the Group Policy terminates; or
- (2) the date the Group Policy is changed to terminate insurance on the class of Employees to which you belong; or
- (3) the date you stop Active Work in an Eligible Class; or
- (4) the date you fail to meet any required Work Test; or

- (5) the date the last period ends for which the required premium contribution was made for your insurance.

If you are no longer Actively at Work due to a leave of absence, ask your Employer or the Policyholder for information about options available under the Group Policy for insurance to continue during your leave of absence.

Benefits After Insurance Ceases or Is Changed

During each period of continuous Disability, Standard will pay benefits according to the terms of the Group Policy in effect on the date you became Disabled. Your right to receive benefits under the Group Policy will not be affected by:

- (1) any amendment to the Group Policy or your Employer's coverage under the Group Policy that is effective after you become Disabled; or
- (2) termination of the Group Policy or your Employer's coverage under the Group Policy after you become Disabled.

PART 6: APPLYING FOR BENEFITS AND REQUESTING INFORMATION

Applying for Benefits

When you anticipate that your Disability will extend beyond the end of the Elimination Period shown in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE, you should request an application for benefits. Your Employer or the Policyholder can supply the application and help you complete it.

(A) Time Limits

Time limits for sending the application, proof of Disability, or other proof are set forth in PART 7: GENERAL PROVISIONS.

(B) Notice Of Decision On Claim

Standard will evaluate your application for benefits promptly after you file it. Within 45 days after Standard receives your application for benefits you will be sent: (1) a written decision on your application; or (2) a notice that Standard is extending the period to decide your application for 30 days. Before the end of this extension period Standard will send you: (a) a written decision on your application for benefits; or (b) a notice that Standard is extending the period to decide your application for an additional 30 days. If an extension is due to your failure to provide information necessary to decide the application for benefits, the extended time period for deciding your application will not begin until you provide the information or otherwise respond.

If Standard extends the period to decide your application for benefits, you will be notified of the following:

- (1) the reasons for the extension; and
- (2) when Standard expects to decide your application; and
- (3) an explanation of the standards on which entitlement to benefits is based; and
- (4) the unresolved issues preventing a decision; and
- (5) any additional information needed to resolve those issues.

If Standard requests additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, Standard may decide your application for benefits based on the information already received.

If Standard denies any part of your application for benefits, you will receive a written notice of denial containing:

- (a) the reasons for Standard's decision; and
- (b) reference to the parts of the Group Policy on which the decision is based; and
- (c) a description of any additional information needed to support your application for benefits; and
- (d) information concerning your right to a review of the decision.

(C) Review Procedure

If all or part of an application for benefits is denied, you may request a review. You must request a review in writing within 180 days after receiving notice of the denial.

You may send Standard written comments or other items to support your application for benefits. You may review and receive copies of any non-privileged information that is relevant to your request for review. There will be no charge for such copies. You may request the names of medical or vocational experts who provided advice to Standard about your application for benefits.

The person conducting the review will be someone other than the person who denied the application for benefits and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgement, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgement and will not be subordinate to that person. Standard's review will include any written comments or other items you submit to support your application for benefits.

Standard will review your application for benefits promptly after Standard receives your request. Within 45 days after your request for review is received Standard will send you: (1) a written decision on review; or (2) a notice that Standard is extending the review period for 45 days. If the extension is due to your failure to provide information necessary to decide the application for benefits on review, the extended time period for review of your application for benefits will not begin until you provide the information or otherwise respond.

If Standard extends the review period, you will be notified of the following: (a) the reasons for the extension; (b) when Standard expects to decide your application for benefits on review; and (c) any additional information needed to decide your application for benefits.

If Standard requests additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, Standard may conclude the review of your application for benefits based on the information already received.

If Standard denies any part of your application for benefits on review, you will receive a written notice of denial containing:

- (a) the reasons for Standard's decision; and
- (b) reference to the parts of the Group Policy on which the decision is based; and

- (c) information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your application for benefits.

Standard will comply with any shorter time limits which may be required by the laws or regulations of the state in which the Group Policy is issued.

Requests for Information About Your Insurance

Please direct any written request for information about the Group Policy, its terms, conditions, interpretations, application for benefits thereunder, and review of an application to: Standard Insurance Company, P.O. Box 2800, Portland, Oregon 97208-2800.

PART 7: GENERAL PROVISIONS

Proof of Disability and Other Proof

Standard must receive written proof of Disability within 90 days after the end of the Elimination Period. While benefits are payable, proof of continued Disability is required at reasonable intervals to be determined by Standard. If benefits cease, in whole or in part, proof of continued Disability or other proof must be provided within 90 days thereafter. All proof must be satisfactory to Standard.

No claim will be denied or reduced if it was not reasonably possible for you to give proof of Disability or other proof at the time it was required and it is given as soon as reasonably possible, but not later than one year from the date such proof was required. These time limits will not apply while you lack legal capacity. If proof of Disability or other proof is not provided within the required time, no benefits will be paid and the time limits set forth in "Legal Proceedings Against Standard" will begin.

(A) Written Proof

Forms for filing proof will be sent to you or to your Employer when Standard receives a request for them. If forms are not sent within 15 days after Standard's receipt of a request, you can apply for benefits in a letter to Standard stating the date Disability began and the cause and the nature of the Disability.

(B) Types of Proof

Standard may require you to submit at your expense as part of the proof of Disability: claim statements, statements of treating physicians or other medical professionals; copies of test reports or examinations; x-rays and hospital records; and proof of physical impairment that results from anatomical or physiological abnormalities which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques except that for claims of Disability due to Mental Illness such proof will not be required if it is not reasonably available. If the required proof is not provided within 45 days after we mail our request, your claim may be denied.

(C) Other Proof

Other proof that Standard may require you to submit at your expense are: sufficient evidence that you have applied for all of the Benefits From Other Sources; prompt receipt of all written benefit decisions made by the providers of the Benefits From Other Sources; employment records, financial records, including copies of tax returns for you and for any business in which you participate as a principal; and any other information Standard may reasonably require to determine benefits payable. If the required proof is not provided within 45 days after we mail our request, your claim may be denied.

Investigation of Claim

Standard may investigate your claim at any time. Standard may require at its expense medical examinations by impartial specialists and investigations conducted by Standard or outside agencies. Standard will have the right and the chance to examine you at such times as it may reasonably require. Standard may also require records that are in your Employer's possession, control, or custody, and may require one or more interviews with you. Benefits may be denied or suspended if you fail to comply with Standard's request for an examination or fail to cooperate with the examiner.

Overpayment of Benefits

Any overpayment of benefits must be repaid to Standard. To recoup the amount overpaid, Standard, at its option will:

- (1) require that the amount be repaid by you to Standard in one sum; or
- (2) withhold the amount from your future benefits payable under the Group Policy; or
- (3) take any legal action it deems necessary.

Assignment

You may not assign any insurance provided under the Group Policy. Any such action will be void and of no effect.

The Group Policy

Standard and the Policyholder may agree to terminate or change any part of the Group Policy without your consent. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any classes or groups of Employees. Any change or amendment of the Group Policy may apply to current or future Employees or to any classes or groups of Employees. Such termination or change will not affect your benefits for a Disability which then exists.

Also, the Group Policy will terminate automatically due to non-payment of premiums by the Policyholder in accordance with the terms of the Group Policy. Also, Standard may terminate the Group Policy as of any date set forth below by giving notice in writing which is mailed to the Policyholder at least 31 days before this date:

- (1) the Group Policy Anniversary Date; or
- (2) any premium due date, if on a prior premium due date the participation requirements set forth in the Group Policy have not been met.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of Standard's executive officers and given to the Policyholder for attachment to the Group Policy. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without Standard's signed, written approval.

Standard may change the Group Policy in whole or in part if:

- (1) the change in the Group Policy is either requested by the Policyholder or is made to satisfy any legal requirement that applies to the Group Policy; or
- (2) the change affects Standard's administration of the Group Policy and is intended to apply to all similar group insurance policies that are affected by the change. Standard will give the Policyholder written notice of Standard's intent to make this kind of a change at least 31 days in advance of the effective date of the change. Payment of the next premium due under the Group Policy will be the Policyholder's acceptance of the change, unless the Policyholder rejects the change, in writing, prior to its effective date.

Neither the Policyholder nor your Employer are Standard's agent or representative. Standard will not be responsible or liable for any act or omissions of either of them.

Discretionary Authority For Claims

Benefits under the Group Policy will be paid only if Standard decides in its discretion that you are entitled to them. This discretionary authority includes determining eligibility for benefits and interpreting the terms of the Group Policy.

Legal Proceedings Against Standard

No action or suit will be brought to recover under the Group Policy unless it is brought later than 60 days after proof of Disability has been given as required by the Group Policy. No such action will be brought at all unless it is brought within 3 years from the end of the time within which proof of Disability or other proof is required by the Group Policy.

Incontestability of Insurance

Any statement made to obtain or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim or contest the validity of insurance unless:

- (1) the insurance would not have been approved if Standard had known the truth; and
- (2) Standard has given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

After insurance has been in effect for two years, during the lifetime of the insured, Standard will not use a misrepresentation to reduce or deny the claim unless it was a fraudulent misrepresentation.

Incontestability of the Group Policy or Employer Coverage Under the Group Policy

Any statement made by the Policyholder to obtain the Group Policy or made by an Employer to obtain coverage under the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyholder or Employer will be used to deny a claim, or to deny the validity of the Group Policy or the Employer's coverage under the Group Policy unless:

- (1) the Group Policy would not have been issued or the Employer's coverage under the Group Policy would not have been approved if Standard had known the truth; and
- (2) Standard has given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.

The validity of the Group Policy or the Employer's coverage under the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations

Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

- (1) cause a person to become insured; or
- (2) invalidate insurance under the Group Policy otherwise validly in force; or
- (3) continue insurance under the Group Policy otherwise validly terminated; or
- (4) cause an Employer to become covered under the Group Policy.

Misstatement

If a person's age has been misstated, Standard will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

- (1) the amount of insurance based on the correct age; and
- (2) the difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

PART 8: DEFINITIONS

The Following Terms Have the Meaning Set Forth Below

Active Work or Actively At Work

...is performing with reasonable continuity, for wages that are paid regularly by your Employer, the Material Duties of your Normal Occupation at the usual place of work or at any alternate place of work required by your Employer.

For purposes of becoming eligible for insurance, and becoming insured, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as you are capable of Active Work on those days and you were Actively At Work on the last day required to be at the workplace.

Benefits From Other Sources

...are benefit amounts available or provided to you as set forth below. One sum amounts will be divided into monthly amounts to be applied during the time for which the sum was applicable or is estimated by Standard to have been payable.

(A) Social Security or Similar Benefits

...are any benefit amounts that are payable for disability or retirement on your wage record under the Social Security Act of the United States or any similar United States or foreign government program.

- (1) Included in these amounts are benefits that are payable to you and to your dependents who are defined as such in the act or program. Any reduced amounts payable for your retirement will be included only if such amounts are elected. Any retirement benefit amounts being paid to you at age 70 or over will not be included if the amounts were being paid prior to the date Disability started.
- (2) These amounts will be determined under the provisions of the act or program in effect at the time benefits under the Group Policy are first payable for a term of Disability.
- (3) These amounts, except any reduced retirement benefits, will be deemed payable and offset accordingly unless the required application and all available appeals have been filed with and declined by the government program. Before receipt of the government program's final written benefit decision, Standard will estimate the amounts that are payable and will use the estimate to determine the amount of Benefits From Other Sources. If Standard's estimate and amounts awarded differ, Standard will adjust Benefits From Other Sources accordingly after it receives the final written benefit decision.
- (4) Standard will not offset the estimated amounts if you:
 - (a) give Standard written proof that you have applied for the benefits, and have been declined, and provide, on an ongoing basis, written proof that you have pursued each and every appeal that is available; and
 - (b) sign an agreement to repay to Standard any amount of an overpayment that is caused by an award of benefits, as set forth in "Overpayment of Benefits" in PART 7: GENERAL PROVISIONS.

- (5) If these amounts decrease or stop because you refuse to accept rehabilitation under the act or program, Standard will continue to include these amounts as Benefits From Other Sources without any adjustment to reflect the change.

(B) Workers' Compensation or Similar Benefits

...are any benefit amounts, including amounts for partial or total disability, whether permanent, temporary, or vocational, or whether paid either monthly or one sum amounts, and any form of settlement, that are payable under any workers' compensation law or similar law.

These amounts will be deemed payable and offset accordingly unless the required application and all available appeals have been filed and declined. Before receipt of the final written benefit decision, Standard will estimate the amounts that are payable and will use the estimate to determine the amount of Benefits From Other Sources.

If Standard's estimate and amounts awarded differ, Standard will adjust Benefits From Other Sources accordingly after it receives the final written benefit decision.

Standard will not offset the estimated amounts if you give Standard written proof that you have applied for the benefits, and have been declined, and provide, on an ongoing basis, written proof that you have pursued each and every appeal that is available; and you sign an agreement to repay to Standard any amount of an overpayment that is caused by an award of benefits, as set forth in "Overpayment of Benefits" in PART 7: GENERAL PROVISIONS.

(C) Other Benefits

...are any:

- (1) benefit amounts that are payable for disability under any other group insurance coverage; or
- (2) benefit amounts that are payable for retirement under any plan to which any employer contributed and which you:
 - (a) elect to receive; or
 - (b) receive as of the later of age 62 or the normal retirement age under the Social Security Act.

Amounts payable for retirement will not include those benefits payable based on contributions you made. Regardless of how funds from the retirement plan are distributed, Standard will consider your and the employer contributions to be distributed simultaneously throughout your lifetime.

These amounts will be deemed payable and offset accordingly unless the required application and all available appeals have been filed and declined. Before receipt of the final written benefit decision, Standard will estimate the amounts that are payable and will use the estimate to determine the amount of Benefits From Other Sources.

If Standard's estimate and the actual amounts paid or payable differ, Standard will adjust Benefits From Other Sources accordingly after Standard receives the final written benefit decision.

Standard will not offset the estimated amounts if you give Standard written proof that you have applied for the benefits, and have been declined, and provide, on an ongoing basis, written proof that you have pursued each and every appeal that is available; and you sign an agreement to repay to Standard any amount of an overpayment that is caused by an award of benefits, as set forth in "Overpayment of Benefits" in PART 7: GENERAL PROVISIONS.

(D) State Disability Benefits

...are any benefit amounts that are payable because of your disability under any state disability income benefit law or similar law.

(E) Unemployment Compensation Benefits

...are any benefit amounts that are payable under any unemployment compensation law due to loss of employment.

(F) Sick Pay and Other Salary Continuation

...are any amounts that are paid under your Employer's sick leave, annual or personal leave, severance, or other salary continuation program (but not vacation pay) and any wages that are payable by your Employer, including donated amounts.

(G) No-fault Insurance Benefits

...are any benefit amounts that are paid for your loss of income under any mandatory no-fault automobile insurance program (where permitted by law).

Benefits From Other Sources includes any amounts paid by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.

Benefits From Other Sources will not include amounts paid to you for a continuous disability that starts before a Disability for which benefits are payable under the Group Policy.

For Amounts Paid in One Sum

...or by a method other than monthly, Standard will determine your Monthly Income Benefit using a prorated amount. We will use the period of time to which the Benefits From Other Sources applies. If no period of time is stated, Standard will use a reasonable one.

For amounts under a workers' compensation law or any similar act or law, the period of time used to prorate the amount cannot exceed the first to occur of the following:

- (1) the date you reach age 65, or the age limit for benefits shown under "Benefits Continue" in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE, if later; and
- (2) the end of the stated period.

If you receive a one sum refund, withdrawal or distribution of contributions and earnings from your Employer's retirement plan, Standard will determine your Monthly Income Benefit using a lifetime monthly annuity amount, with no survivor income. The annuity will be based on the amount you receive, and on the life expectancy of a person your age on the later of:

- (1) the date the one sum is paid; and
- (2) the date Monthly Income Benefits become payable.

Changes in the Amounts of Benefits From Other Sources

...will not be made by Standard for any cost of living increase that takes effect in such benefits after the date benefits under the Group Policy are first payable for a term of Disability.

If any other change occurs in the amounts of Benefits From Other Sources, except as set forth above in (A) (5), the amount of benefits payable under the Group Policy after the date of the change will be adjusted to reflect the change.

Disability or Disabled

...is either:

- (1) for the Elimination Period and for the Normal Occupation Period, being unable due to sickness, bodily injury, or pregnancy to perform with reasonable continuity the Material Duties of your Normal Occupation; and

- for the Any Occupation Period, being unable due to sickness, bodily injury, or pregnancy to perform with reasonable continuity the Material Duties of any occupation for which you are reasonably qualified by education, training, or experience; or
- (2) after you have been continuously Disabled for the time period shown in item (1) of the Elimination Period, working, but due to sickness, bodily injury, or pregnancy being unable to earn 80% or more of your Increasing Monthly Wage Base.

The Elimination Period, Elimination Period, the Normal Occupation Period, and the Any Occupation Period are shown under "Benefits" in PART 1: LONG TERM DISABILITY INSURANCE AT A GLANCE.

Employee

...is a regular employee of the Employer who is a citizen or resident of the United States or Canada, excluding temporary or seasonal employees, full-time members of the armed forces of any country, leased employees, and independent contractors.

Employer

...is an employer, including any approved affiliates and subsidiaries, for which coverage under the Group Policy is approved in writing by Standard.

Group Policy

...is the group long term disability insurance policy issued by Standard to the Policyholder and identified by the Group Policy Number, the Policyholder's attached application, group long term disability insurance certificates with the same Group Policy Number, and any amendments or endorsements to the policy or certificates.

Hospital or Institution

...is a facility licensed to provide care and treatment for the condition causing your Disability.

Lost Income

...is the Increasing Monthly Wage Base less Monthly Earnings While Disabled.

Material Duties

...are 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 that cannot be reasonably modified or omitted.

Mental Illness

...is 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) or the presence of physical symptoms. Mental Illness includes, but is not limited to, bipolar affective disorder, organic brain syndrome, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, anxiety and anxiety disorders.

Monthly Earnings While Disabled

...are 1/12th of the basic annual wage payable by your Employer or another employer and a monthly portion of other types of compensation (such as self-employment income, grants, or bonuses) for work performed during a term of Disability. Monthly Earnings While Disabled includes earnings from your Employer, any other employer, or self-employment, and any sick pay, vacation pay, annual or personal leave pay, or other salary continuation earned or accrued while working. In determining your Monthly Earnings While Disabled, Standard:

- (1) will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis; and

- (2) will not be limited to the taxable income you report to the Internal Revenue Service; and
- (3) may ignore expenses under section 179 of the IRC as a deduction from your gross earnings; and
- (4) may ignore depreciation as a deduction from your gross earnings; and
- (5) may adjust the financial information you give Standard in order to clearly reflect your Monthly Earnings While Disabled.

If Standard determines that your earnings vary substantially from month to month, Standard may determine your Monthly Earnings While Disabled by averaging your earnings over the most recent three month period.

If your earnings consist of other than 12 monthly payments, the Monthly Earnings While Disabled will be 1/12th of the total annual amount of such payments. One sum amounts will be divided into monthly amounts to be applied during the term of Disability for which the sum was paid or is estimated by Standard to have been paid.

Monthly Wage Base

...is 1/12th of your basic annual wage payable by your Employer at the start of a term of continuous Disability. Any change in your earnings after your last day of Active Work will not affect your Monthly Wage Base. The basic annual wage excludes overtime pay, commissions, bonuses, and any other types of extra compensation. If your basic annual wage consists of other than 12 monthly payments, your Monthly Wage Base will be 1/12th of the total annual amount of such payments. If you are paid hourly, your basic annual wage is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, but not more than 173 hours, multiplied by 12 months.

Basic annual wage includes:

- (1) contributions you make through a salary reduction agreement with your Employer to:
 - (a) an Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 408(p) or 457 deferred compensation arrangement; or
 - (b) an executive nonqualified deferred compensation arrangement; and
- (2) amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Your basic annual wage does not include your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.

Increasing Monthly Wage Base

...is your Monthly Wage Base compounded annually by 3%.

The first increase will take effect as of 12 months after the date benefits are first payable. Prior to that date your Increasing Monthly Wage Base is equal to your Monthly Wage Base. Future increases will take effect on the first day of the same month each year thereafter as long as Disability continues.

Normal Occupation

...includes any employment, business, trade, or profession that involves Material Duties of the same general character as the type of occupation you are regularly performing for your Employer when Disability begins. In determining your Normal Occupation, Standard is not limited to looking at the way you perform your job for your Employer, but may also look at the way this type of occupation is generally performed. If your Normal Occupation involves the rendering of professional services and you are required to have a professional or occupational license in order to work, your Normal Occupation is as broad as the scope of your license. You

are not Disabled if you are able to perform one or more occupations within the scope of your license.

Physician

...is a physician legally licensed to practice medicine and surgery, or is a person who has a doctoral degree in Psychology (Ph.D. or Psy.D.) and who primarily treats patients. A Physician must be someone other than yourself, or a member of your family or your spouse's family.

Regular Care

...is:

- (1) regular in-person visits with your Physician as frequently as required under standard medical practice to effectively manage and treat your Disability. Your Physician must be a Physician whose specialty, expertise and experience are appropriate for the care and treatment of your Disability; and
- (2) a reasonable program of care and treatment that is, in accordance with accepted medical practice, expected to enhance your ability to work, and which is provided by a Physician whose specialty, expertise and experience are appropriate for the care and treatment of your Disability. This (2) will not apply if Standard determines that under accepted medical practice there is no reasonable program of care or treatment for your Disability that will enhance your ability to work.

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