



*Voluntary Long Term Disability Insurance*  
CERTIFICATE OF INSURANCE  
For the State of California Excluded Employees

# STANDARD INSURANCE COMPANY

A Stock Life Insurance Company  
900 SW Fifth Avenue  
Portland, Oregon 97204-1282  
(503) 321-7000

## CERTIFICATE GROUP LONG TERM DISABILITY INSURANCE

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Policyholder:	State of California
Policy Number:	643146-B
Effective Date:	May 1, 2010

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The Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by the terms of your Employer's coverage under the Group Policy. If the terms of this Certificate differ from the terms of your Employer's coverage under the Group Policy, the latter will govern. If your coverage is changed by an amendment to the Group Policy, we will provide the Employer with a revised Certificate or other notice to be given to you.

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.

"You" and "your" mean the Member. "We", "us" and "our" mean Standard Insurance Company. Other defined terms appear with the initial letters capitalized. Section headings, and references to them, appear in boldface type.



Chairman, President and CEO

GC190-LTD/S399

## **IMPORTANT NOTICE**

To

Members under Group Policy 643146-B issued to  
State of California as Policyholder.

Effective May 1, 2010, the Group Policy has been amended as follows:

1. Group Policy 643146-B replaces Statement Of Coverage Group Number 643146-A (the Prior Plan).
2. The Policyholder's application for coverage under the Prior Plan will be deemed to constitute the Policyholder's application for coverage under Group Policy 643146-B.
3. The **Active Work Provisions** will not be construed to terminate insurance for any Member who was insured under the Prior Plan as of April 30, 2010. However, the provisions of Group Policy 643146-A will not apply to a period of continuous Disability which began prior to May 1, 2010, even if the Member is in a period of Temporary Recovery on April 30, 2010.
4. For purposes of the **Incontestability Provisions**, Group Policy 643146-B will be deemed to be in effect since October 1, 2004.
5. If LTD Benefits were payable under the Prior Plan for a Disability subject to a lifetime limit under the Prior Plan, those LTD Benefits will count toward the lifetime limit for such Disabilities under Group Policy 643146-B.
6. Group Policy 643146-B has been amended to provide the following for employees whose hours have been reduced under the Policyholder's mandated Furlough Program (from August 1, 2010 through the date the program ends, as directed by the State of California):
  - a. An employee will not cease to be a Member solely due to the reduction in work hours.
  - b. Predisability Earnings will be based on the Member's monthly base rate of pay that would have been in effect on the Member's last full day of Active Work if the Member's work hours had not been reduced under the Furlough Program.

**NOTICE OF PROTECTION PROVIDED BY  
CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION**

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

**COVERAGE**

• **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

• **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

• **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

• **Life Insurance**

80% of death benefits but not to exceed \$300,000

80% of cash surrender or withdrawal values but not to exceed \$100,000

• **Annuities and Structured Settlement Annuities**

80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

• **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of April 1, 2011, is \$470,125. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer.

## **COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE**

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

## **NOTICES**

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at [www.califega.org](http://www.califega.org), or contact either of the following:

The California Life and Health Insurance  
Guarantee Association  
PO Box 16860  
Beverly Hills, CA 90209-3319  
(323) 782-0182

California Department of Insurance  
Consumer Communications Bureau  
300 South Spring Street  
Los Angeles CA 90013  
(800) 927-4357

**Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.**

**CALIFORNIA NOTICE OF COMPLAINT PROCEDURE**

**Should any dispute arise about your premium or about a claim that you have filed, write to the company that issued the group policy at:**

**Standard Insurance Company  
PO Box 2177  
Portland, OR 97208-2177  
(888) 937-4783**

**If the problem is not resolved, you may also write to the State of California at:**

**Department of Insurance  
Consumer Services Division  
300 S. Spring Street, 11th FL  
Los Angeles, CA 90013  
1-800-927-HELP (4357)**

**This notice of complaint procedure is for information only and does not become a part or condition of this group policy/certificate.**

## Table of Contents

COVERAGE FEATURES.....	7
GENERAL POLICY INFORMATION.....	7
SCHEDULE OF INSURANCE.....	8
PREMIUM CONTRIBUTIONS.....	8
INSURING CLAUSE.....	9
WHEN YOUR INSURANCE BECOMES EFFECTIVE.....	9
ACTIVE WORK PROVISIONS.....	9
CONTINUITY OF COVERAGE.....	10
WHEN YOUR INSURANCE ENDS.....	10
WAIVER OF PREMIUM.....	11
REINSTATEMENT OF INSURANCE.....	11
DEFINITION OF DISABILITY.....	11
RETURN TO WORK PROVISIONS.....	12
REASONABLE ACCOMMODATION EXPENSE BENEFIT.....	14
REHABILITATION PLAN PROVISION.....	14
TEMPORARY RECOVERY.....	15
WHEN LTD BENEFITS END.....	15
PREDISABILITY EARNINGS.....	15
DEDUCTIBLE INCOME.....	16
EXCEPTIONS TO DEDUCTIBLE INCOME.....	17
RULES FOR DEDUCTIBLE INCOME.....	18
DEPENDENT EDUCATION BENEFIT.....	19
SURVIVORS BENEFIT.....	20
CONVERSION OF INSURANCE.....	20
BENEFITS AFTER INSURANCE ENDS OR IS CHANGED.....	20
EFFECT OF NEW DISABILITY.....	21
DISABILITIES EXCLUDED FROM COVERAGE.....	21
LIMITATIONS.....	22
CLAIMS.....	24

TIME LIMITS ON LEGAL ACTIONS.....	26
INCONTESTABILITY PROVISIONS .....	26
CLERICAL ERROR, AGENCY, AND MISSTATEMENT .....	27
TERMINATION OR AMENDMENT OF THE GROUP POLICY.....	27
DEFINITIONS .....	28



## Index of Defined Terms

Active Work, Actively At Work, 9  
Allowable Periods, 15  
Any Occupation Period, 8  
  
Benefit Waiting Period, 8, 28  
  
Child, 14  
Contributory, 28  
CPI-W, 28  
  
Deductible Income, 16  
Dependent Education Benefit, 19  
Designated Open Enrollment Period, 9  
Domestic Partner, 29  
  
Eligibility Waiting Period, 8  
Eligible Student, 19  
Employer, 28  
Employer(s), 7  
  
Family Care Expenses, 14  
Family Member, 14  
  
Group Policy, 28  
Group Policy Effective Date, 7  
Group Policy Number, 7  
  
Indexed Predisability Earnings, 28  
Injury, 28  
  
LTD Benefit, 28  
  
Maximum Benefit Period, 8, 28  
Maximum LTD Benefit, 8  
Member, 7  
Minimum LTD Benefit, 8  
  
Noncontributory, 28  
  
Own Occupation Period, 8  
  
Physical Disease, 28  
Physician, 28  
Policyholder, 7  
Predisability Earnings, 16  
Pregnancy, 29  
Prior Plan, 29  
  
Reasonable Accommodation Expense  
Benefit, 14  
Rehabilitation Plan, 14  
  
Social Security Normal Retirement Age  
(SSNRA), 8  
Spouse, 29  
Survivors Benefit, 20  
  
Temporary Recovery, 15  
  
War, 21

## COVERAGE FEATURES

This section contains many of the features of your long term disability (LTD) insurance. Other provisions, including exclusions, limitations, and Deductible Income, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

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### GENERAL POLICY INFORMATION

Group Policy Number:	643146-B
Policyholder:	State of California
Employer:	State of California
Group Policy Effective Date:	May 1, 2010
Policy Issued in:	California

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Member means an active employee of the Employer who (a) is appointed to a permanent half-time or greater position, (b) is a citizen or resident of the United States or Canada, (c) is Actively At Work\*, and (d) is one of the following:

1. An excluded employee in one of the classifications listed below:

Constitutional Officers (other than Legislative members) (E92)

Managerial (M, E50, E59, E79, E99)

Supervisory (S, E48, E58, E68, E78, E98)

Confidential (C, E97)

Excluded/Exempt (E88, E89)

2. An employee whose position was redesignated to one of the classifications listed below, who was insured under the Employer's group long term disability insurance plan for excluded employees immediately prior to the redesignation, and who has remained continuously insured under that plan:

E01 through E21

E67 or E77

Member does not include:

- a. A seasonal employee.
- b. A full-time member of the armed forces of any country.
- c. A leased employee or independent contractor.
- d. A temporary employee (other than an employee on a limited term appointment who has a mandatory right of return to a position and status under which the employee will meet the definition of a Member).

\*For purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days.

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## SCHEDULE OF INSURANCE

Eligibility Waiting Period: You are eligible on the later of (a) the Group Policy Effective Date, and (b) the date you become a Member.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance.

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Own Occupation Period: The first 24 months for which LTD Benefits are paid.

Any Occupation Period: From the end of the Own Occupation Period to the end of the Maximum Benefit Period.

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LTD Benefit: 55% Plan: 55% of the first \$18,182 of your Predisability Earnings, reduced by Deductible Income.

65% Plan: 65% of the first \$15,385 of your Predisability Earnings, reduced by Deductible Income.

Maximum: \$10,000 before reduction by Deductible Income.

Minimum: \$100 or 15% of your LTD Benefit before reduction by Deductible Income, whichever is greater.

You may become insured under either the 55% Plan or the 65% Plan, but not both.

Benefit Waiting Period: 6 months

Maximum Benefit Period: Determined by your age when Disability begins, as follows:

Age	Maximum Benefit Period
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61 or younger .....	To age 65, or to SSNRA, or 3 years 6 months, whichever is longest.
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62.....	To SSNRA, or 3 years 6 months, whichever is longer.
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63.....	To SSNRA, or 3 years, whichever is longer.
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64.....	To SSNRA, or 2 years 6 months, whichever is longer.
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65.....	2 years
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66.....	1 year 9 months
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67.....	1 year 6 months
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68.....	1 year 3 months
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69 or older .....	1 year
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Social Security Normal Retirement Age (SSNRA) means your normal retirement age under the Federal Social Security Act, as amended.

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## PREMIUM CONTRIBUTIONS

Insurance is: Contributory

## INSURING CLAUSE

If you become Disabled while insured under the Group Policy, we will pay LTD Benefits according to the terms of the Group Policy after we receive Proof Of Loss.

### WHEN YOUR INSURANCE BECOMES EFFECTIVE

#### A. When Insurance Becomes Effective

You must apply in writing for insurance and agree to pay premiums. You may apply within 60 days after becoming eligible. If you do not apply during that period, you may only apply during a subsequent Designated Open Enrollment Period.

Subject to the **Active Work Provisions**, your insurance will become effective as follows:

1. If your application for coverage is processed by the 10th day of the calendar month, your insurance will become effective on the first day of the next calendar month.
2. If your application for coverage is processed after the 10th day of the calendar month, your insurance will become effective on the first day of the second calendar month following the date you apply.
3. The January 1 following the date you apply, if you apply during a Designated Open Enrollment Period.

You may change your plan selection only during a Designated Open Enrollment Period. A change in your plan selection will become effective the January 1 following the date you apply. Note that a new Preexisting Condition exclusion will apply to any increase in coverage (see **Disabilities Excluded From Coverage**).

Designated Open Enrollment Period means a period designated by the Employer during which employees may apply for insurance under the Group Policy.

#### B. Takeover Provision

If you were eligible but not insured under the Prior Plan and you do not enroll during the month of April 2010, you may not apply for insurance until a Designated Open Enrollment Period.

## ACTIVE WORK PROVISIONS

#### A. Active Work Requirement

You must be capable of Active Work on the day before the scheduled effective date of your insurance or your insurance will not become effective as scheduled. If you are incapable of Active Work because of Physical Disease, Injury, Pregnancy or Mental Disorder on the day before the scheduled effective date of your insurance, your insurance will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing with reasonable continuity the Substantial And Material Acts of your Own Occupation at your Employer's usual place of business.

#### B. Changes In Insurance

This Active Work requirement also applies to any increase in your insurance.

## **CONTINUITY OF COVERAGE**

If your Disability is subject to the Preexisting Condition Exclusion, LTD Benefits will be payable if:

1. You were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy;
2. You became insured under the Group Policy when your insurance under the Prior Plan ceased;
3. 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
4. Benefits would have been payable under the terms of the Prior Plan if it had remained in force, taking into account the preexisting condition exclusion, if any, of the Prior Plan.

For such a Disability, the amount of your LTD Benefit will be the lesser of:

- a. The monthly benefit that would have been payable under the terms of the Prior Plan if it had remained in force; or
- b. The LTD Benefit payable under the terms of the Group Policy, but without application of the Preexisting Condition Exclusion.

Your LTD Benefits for such a Disability will end on the earlier of the following dates:

- a. The date benefits would have ended under the terms of the Prior Plan if it had remained in force; or
- b. The date LTD Benefits end under the terms of the Group Policy.

## **WHEN YOUR INSURANCE ENDS**

Your insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium contribution was made for your insurance.
2. The date the Group Policy terminates.
3. The date your employment terminates.
4. The date you cease to be a Member. However, your insurance will be continued during the following periods when you are absent from Active Work, unless it ends under any of the above.
  - a. For the first 24 months during which you are Actively At Work for the Employer as a represented employee and paid by the Employer on a half-time or greater basis, subject to the following:
    - i. You must make the election to continue your insurance within 60 days following the date you cease to be a Member. If during that 60-day period you do not apply to continue your insurance, your insurance will be deemed to have ended on the date you ceased to be a Member. If during that 60-day period you apply to continue your insurance, your coverage will be retroactive to the date you ceased to be a Member.
    - ii. Premium is due on or before the first day of each calendar month and must be paid directly to us at our home office. If you do not pay a premium before its due date, you may pay the premium during the following 60-day grace period. If you do not pay the premium during the 60-day grace period, your insurance will terminate automatically at the end of the grace period.
  - b. During the first 60 days of a temporary layoff.
  - c. During a leave of absence if continuation of your insurance under the Group Policy is required by a state mandated family or medical leave act or law.

- d. During any other temporary leave of absence approved by your Employer in advance and in writing and scheduled to last 6 months or less. A period of Disability is not a leave of absence.
- e. During the Benefit Waiting Period.
- f. During the period you are absent from Active Work due to a regularly scheduled school break or vacation.

### **WAIVER OF PREMIUM**

We will waive payment of premium for your insurance while LTD Benefits are payable.

### **REINSTATEMENT OF INSURANCE**

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

1. If you cease to be a Member because of a covered Disability, your insurance will end; however, if you become a Member again immediately after LTD Benefits end, the Eligibility Waiting Period will be waived and, with respect to the condition(s) for which LTD Benefits were payable, the Preexisting Condition Exclusion will be applied as if your insurance had remained in effect during that period of Disability.
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.
3. The Preexisting Conditions exclusion will be applied as if insurance had remained in effect if required by 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.
4. In no event will insurance be retroactive.

### **DEFINITION OF DISABILITY**

You are Disabled if you meet the following definitions during the periods they apply:

- A. Own Occupation Definition Of Disability.
- B. Any Occupation Definition Of Disability.

#### A. Own Occupation Definition Of Disability

During the Benefit Waiting Period and the Own Occupation Period you are required to be Totally Disabled from your Own Occupation or Partially Disabled from your Own Occupation.

1. Total Disability Definition: You are Totally Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to perform with reasonable continuity the Substantial And Material Acts necessary to pursue your Own Occupation and you are not working in your Own Occupation.
2. Partial Disability Definition: You are Partially Disabled from your Own Occupation if you are not Totally Disabled and you are actually working in your Own Occupation but, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to earn 80% or more of your Indexed Predisability Earnings.

Note: You are not Disabled from your Own Occupation merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license. The loss of a professional license, occupational license, or certification does not, in itself, constitute Disability.

During the Own Occupation Period you may work in another occupation while you meet the Own Occupation definition of Disability. However, your Work Earnings may be Deductible Income and LTD Benefits will end when your Work Earnings meet or exceed 80% of your Indexed Predisability Earnings. See **Return To Work Provisions**, **Deductible Income**, and **When LTD Benefits End**.

Own Occupation may be interpreted to mean the employment, business, trade or profession that involves the Substantial And Material Acts of the occupation you are regularly performing for your Employer when Disability begins. Own Occupation is not necessarily limited to the specific job you perform for your Employer.

Substantial And Material Acts means the important tasks, functions and operations generally required by employers from those engaged in your Own Occupation that cannot be reasonably omitted or modified. In determining what Substantial And Material Acts are necessary to pursue your Own Occupation, we will first look at the specific duties required by your job. If you are unable to perform one or more of these duties with reasonable continuity, we will then determine whether those duties are customarily required of other individuals engaged in your Own Occupation. If any specific, material duties required of you by your job differ from the material duties customarily required of other individuals engaged in your Own Occupation, then we will not consider those duties in determining what Substantial And Material Acts are necessary to pursue your Own Occupation

Your Own Occupation Period is shown in the **Coverage Features**.

#### B. Any Occupation Definition Of Disability

During the Any Occupation Period you are required to be Totally Disabled from all occupations or Partially Disabled.

1. Total Disability Definition: You are Totally Disabled from all occupations if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to engage with reasonable continuity in Any Occupation.
2. Partial Disability Definition: You are Partially Disabled if you are not Totally Disabled and you are actually working in an occupation but, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to engage with reasonable continuity in that occupation or Any Occupation.

Any Occupation means all occupations or employment which you could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, and physical and mental capacity that exists within any of the following locations: (i) a reasonable distance or travel time from your residence in light of the commuting practices of your community; or (ii) a distance or travel time equivalent to the distance or travel time you traveled to work before becoming Disabled; or (iii) the regional labor market, if you reside or resided prior to becoming Disabled in a metropolitan area.

Your Any Occupation Period is shown in the **Coverage Features**.

## **RETURN TO WORK PROVISIONS**

#### A. Return To Work Incentive

You may serve your Benefit Waiting Period while working if you meet the Own Occupation Definition Of Disability.

You are eligible for the Return To Work Incentive on the first day you work after the Benefit Waiting Period if LTD Benefits are payable on that date. The Return To Work Incentive changes 24 months after that date, as follows:

1. During the first 24 months, your Work Earnings will be Deductible Income as determined in a., b. and c:
  - a. Determine the amount of your LTD Benefit as if there were no Deductible Income and add your Work Earnings to that amount.
  - b. Determine 100% of your Indexed Predisability Earnings.
  - c. If a. is greater than b., the difference will be Deductible Income.
2. After those first 24 months, Work Earnings that will be Deductible Income is the greater of a. and b. below:
  - a. 50% of your Work Earnings.
  - b. The amount determined according to the formula in 1.above.

#### B. Work Earnings Definition

Work Earnings means your gross monthly earnings from work you perform while Disabled. Work Earnings includes:

1. Earnings from your Employer.
2. Earnings from any other employer or self employment for which you become employed after the date of your Disability.
3. Any increases, except regularly scheduled increases, in earnings from employment from any other employer or self employment in which you were engaged prior to the date of your Disability.
4. Any sick pay, vacation pay, annual or personal leave pay, severance pay, or other salary continuation earned or accrued while working.

Earnings from work you perform will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than monthly, we will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, we will use a reasonable one.

In determining your Work Earnings, we:

1. Will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis.
2. Will not be limited to the taxable income you report to the Internal Revenue Service.
3. May ignore expenses under section 179 of the IRC as a deduction from your gross earnings.
4. May ignore depreciation as a deduction from your gross earnings.
5. May adjust the financial information you give us in order to clearly reflect your Work Earnings.

If we determine that your earnings vary substantially from month to month, we may determine your Work Earnings by averaging your earnings over the most recent three-month period. LTD Benefits will end on the date your average Work Earnings over the last three months equal or exceed 80% of your Indexed Predisability Earnings.

#### C. Family Care Expenses Adjustment

If you must pay Family Care Expenses in order to work, we will reduce the amount of the Work Earnings used in determining your Deductible Income, subject to the following:



1. Your Work Earnings will be reduced by the first \$250 per Family Member of the monthly Family Care Expenses you pay, but not to exceed a total of \$500 for all Family Members.
2. The Work Earnings and the Family Care Expenses must be for the same period.
3. You must give us satisfactory proof of the Family Care Expenses you pay.
4. The Work Earnings reduction by Family Care Expenses will end 24 months after it begins.

Family Care Expenses means the amount you pay to a licensed care provider for the care of your Family which is necessary in order for you to work.

Family Member means:

1. Your Child; or
2. Your Spouse, parent, grandparent, sibling, or other close family member residing in your home who is:
  - a. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and
  - b. Chiefly dependent upon you for support and maintenance.

Child means:

1. Your child residing in your home (including the child of your Spouse, your adopted child, and a child for whom you are the legal guardian), from live birth through age 12; or
2. Your child, age 13 or older, residing in your home (including the child of your Spouse, your adopted child, and a child for whom you are the legal guardian) who is:
  - a. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and
  - b. Chiefly dependent upon you for support and maintenance.

### **REASONABLE ACCOMMODATION EXPENSE BENEFIT**

If you return to work in any occupation for any employer, not including self-employment, as a result of a reasonable accommodation made by such employer, we will pay that employer a Reasonable Accommodation Expense Benefit of up to \$25,000, but not to exceed the expenses incurred.

The Reasonable Accommodation Expense Benefit is payable only if the reasonable accommodation is approved by us in writing prior to its implementation.

### **REHABILITATION PLAN PROVISION**

While you are Disabled you may qualify to participate in a Rehabilitation Plan. Rehabilitation Plan means a written plan, program or course of vocational training or education that is intended to prepare you to return to work.

To participate in a Rehabilitation Plan you must apply on our forms or in a letter to us. The terms, conditions and objectives of the plan must be accepted by you and approved by us in advance. We have the sole discretion to approve your Rehabilitation Plan.

While you are participating in an approved Rehabilitation Plan, your LTD Benefit will be increased by 10% of your Predisability Earnings. Your LTD Benefit may not exceed the Maximum LTD Benefit shown in the **Coverage Features** as a result of this increase.

An approved Rehabilitation Plan may include our payment of some or all of the expenses you incur in connection with the plan, including:

- a. Training and education expenses.
- b. Family care expenses.
- c. Job-related expenses.
- d. Job search expenses.

### **TEMPORARY RECOVERY**

You may temporarily recover from your Disability and then become Disabled again from the same cause or causes without having to serve a new Benefit Waiting Period. Temporary Recovery means you cease to be Disabled for no longer than the applicable Allowable Period. See **Definition Of Disability**.

#### **A. Allowable Periods**

1. During the Benefit Waiting Period: a total of 90 days of recovery.
2. During the Maximum Benefit Period: 180 days for each period of recovery.

#### **B. Effect Of Temporary Recovery**

If your Temporary Recovery does not exceed the Allowable Periods, the following will apply.

1. The Predisability Earnings used to determine your LTD Benefit will not change.
2. The period of Temporary Recovery will not count toward your Benefit Waiting Period, your Maximum Benefit Period or your Own Occupation Period.
3. No LTD Benefits will be payable for the period of Temporary Recovery.
4. No LTD Benefits will be payable after benefits become payable to you under any other disability insurance plan under which you become insured during your period of Temporary Recovery.
5. Except as stated above, the provisions of the Group Policy will be applied as if there had been no interruption of your Disability.

### **WHEN LTD BENEFITS END**

Your LTD Benefits end automatically on the earliest of:

1. The date you are no longer Disabled.
2. The date your Maximum Benefit Period ends.
3. The date you die.
4. The date benefits become payable under any other LTD plan under which you become insured through employment during a period of Temporary Recovery.
5. The date you fail to provide proof of continued Disability and entitlement to LTD Benefits.
6. The date your Work Earnings equal or exceed 80% of your Indexed Predisability Earnings.

### **PREDISABILITY EARNINGS**

Your Predisability Earnings will be based on your monthly base rate of pay in effect on your last full day of Active Work. Any subsequent change in your base rate of pay after that last full day of Active Work will not affect your Predisability Earnings.

Predisability Earnings means your monthly base rate of pay from your Employer, including:

1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
2. For Military Department employees, your Basic Allowance for Housing and your Basic Allowance for Subsistence.

Predisability Earnings does not include:

1. Bonuses.
2. Commissions.
3. Shift differential pay.
4. Overtime pay.
5. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
6. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.
7. Any other extra compensation.

### **DEDUCTIBLE INCOME**

Subject to **Exceptions To Deductible Income**, Deductible Income means:

1. Sick pay, severance pay, or other salary continuation, including donated amounts, (but not vacation pay, annual leave pay or personal leave pay) paid to you by your Employer.
2. Your Work Earnings, as described in the **Return To Work Provisions**.
3. Any amount you receive or are entitled to receive because of your disability, including amounts for partial or total disability, whether permanent, temporary, or vocational, under any of the following:
  - a. A workers' compensation law;
  - b. The Jones Act;
  - c. Maritime Doctrine of Maintenance, Wages, or Cure;
  - d. Longshoremen's and Harbor Worker's Act; or
  - e. Any similar act or law.
4. Any amount you, your Spouse, or your child under age 18 receive or are entitled to receive because of your Disability or you receive because of your retirement under:
  - a. The Federal Social Security Act;
  - b. The Canada Pension Plan;
  - c. The Quebec Pension Plan;
  - d. The Railroad Retirement Act; or
  - e. Any similar plan or act.

Amounts that are entitled to be received will be deducted in accordance with the Estimating and Deducting section of **Rules For Deductible Income**.

Full offset: Both the primary benefit (the benefit awarded to you) and dependents benefits are Deductible Income.

Benefits your Spouse or a child receives or are entitled to receive because of your Disability are Deductible Income regardless of marital status, custody, or place of residence. The term "child" has the meaning given in the applicable plan or act.

5. Any amount you receive or are entitled to receive because of your disability under any state disability income benefit law or similar law.
6. Any amount you receive because of your Disability under any other group insurance coverage, as determined below:
  - a. Determine the amount of your LTD Benefit as if there were no Deductible Income, add the amount you receive from any other group insurance coverage because of your Disability.
  - b. Determine 80% of your Indexed Predisability Earnings.
  - c. If a. is greater than b. the difference will be Deductible Income.
7. Any amount you receive or are entitled to receive because of your Disability or amount you receive because of your retirement under your Employer's retirement plan, including a public employee retirement system or a state teacher retirement system.

Retirement benefits received will not include amounts rolled over or transferred to any eligible retirement plan as defined by the Internal Revenue Code.

8. Any amount of third party liability payments you receive by judgment, settlement or otherwise (less attorneys' fees), limited to an amount reasonably allocable to lost past and future earnings.
9. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.

### **EXCEPTIONS TO DEDUCTIBLE INCOME**

Deductible Income does not include:

1. Any cost of living increase in any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.
2. Reimbursement for hospital, medical, or surgical expense.
3. Reasonable attorneys fees incurred in connection with a claim for Deductible Income.
4. Benefits from any individual disability insurance policy.
5. Early retirement benefits under the Federal Social Security Act which are not actually received.
6. Group credit or mortgage disability insurance benefits.
7. Accelerated death benefits paid under a life insurance policy.
8. Benefits from the following:
  - a. Profit sharing plan.
  - b. Thrift or savings plan.
  - c. Deferred compensation plan.
  - d. Plan under IRC Section 401(k), 408(k), 408(p), or 457.

- e. Individual Retirement Account (IRA).
  - f. Tax Sheltered Annuity (TSA) under IRC Section 403(b).
  - g. Stock ownership plan.
  - h. Keogh (HR-10) plan.
9. Disability benefits from a plan arranged and maintained by a union or employee association for the benefit of its members.
10. California Workers' Compensation benefits for permanent total or permanent partial disability.

## **RULES FOR DEDUCTIBLE INCOME**

### **A. Monthly Equivalents**

Each month we will determine your LTD Benefit using the Deductible Income for the same monthly period, even if you actually receive the Deductible Income in another month.

If you are paid Deductible Income in a lump sum or by a method other than monthly, we will determine your LTD Benefit using a prorated amount. Except as provided below, we will use the period of time to which the Deductible Income applies. If no period of time is stated, we will use a reasonable one.

If you receive a lump sum refund, withdrawal or distribution of contributions and earnings from your Employer's retirement plan, we will determine your LTD 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:

- a. The date the lump sum is paid; and
- b. The date LTD Benefits become payable.

For amounts under a workers' compensation law, the Jones Act, the Maritime Doctrine of Maintenance, Wages or Cure, the Longshoremen's and Harbor Worker's Act, or any similar act or law, the period of time used to prorate the amount cannot exceed the first to occur of the following:

- a. The date you reach age 65, or the end of the Maximum Benefit Period, if later; and
- b. The end of the stated period.

### **B. Your Duty To Pursue Deductible Income**

You must pursue Deductible Income for which you may be entitled. We may ask for written documentation of your pursuit of Deductible Income. You must provide it within 60 days after we mail you our request.

### **C. Estimating and Deducting**

For any item of Deductible Income that includes amounts you, your Spouse, or your child are entitled to receive, we may reduce your LTD Benefit by the amount we estimate you would be entitled to receive if:

- 1. You have failed to pursue the Deductible Income with reasonable diligence;
- 2. We have a reasonable, good faith belief that you are entitled to the Deductible Income; and
- 3. We are able to reasonably estimate the amount that would be payable.

We will not estimate and deduct amounts with respect to a claim for Deductible Income that is pending, so long as you continue to pursue the claim with reasonable diligence.

D. Retirement Benefits

1. Early retirement benefits will be Deductible Income only if you elect early retirement, or if early retirement would not reduce your accrued annuity or pension benefits.
2. Retirement benefits received will not include amounts rolled over or transferred to any eligible retirement plan as defined by the Internal Revenue Code.

E. Pending Deductible Income

We will not deduct pending Deductible Income until it becomes payable. You must notify us of the amount of the Deductible Income when it is approved. You must repay us for the resulting overpayment of your claim.

F. Overpayment Of Claim

We will notify you of the amount of any overpayment of your claim under any group disability insurance policy issued by us. You must immediately repay us. You will not receive any LTD Benefits until we have been repaid in full. In the meantime, any LTD Benefits paid, including the Minimum LTD Benefit, will be applied to reduce the amount of the overpayment. We may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after we first mail you notice of the amount of the overpayment.

### **DEPENDENT EDUCATION BENEFIT**

A. Dependent Education Benefit Requirements

We will pay a Dependent Education Benefit if you meet all of the requirements below:

1. You are Disabled, and LTD Benefits are payable to you.
2. You have an Eligible Student.

Eligible Student means your unmarried child, adopted child, child of your Spouse, or child for whom you are the court appointed legal guardian, who is under the age of 22 and who is a registered student in full-time attendance at an accredited institution of higher education beyond high school.

For each Eligible Student, written proof of registration and full-time attendance must be submitted at the start of each term or semester and as often as we may reasonably require thereafter.

B. Dependent Education Benefit Amount

The amount of the Dependent Education Benefit will be \$150 per month for each Eligible Student.

C. Payment Of Dependent Education Benefits

Dependent Education Benefits will be paid directly to you at the end of each month you qualify for them. The Dependent Education Benefit will first be applied to reduce any overpayment of your claim. The Dependent Education Benefit is payable for a maximum of 48 months for each Eligible Student. The Dependent Education Benefit ends when you no longer meet the requirements in item A. above.

D. Conversion

The Dependent Education Benefit may not be converted under the **Conversion Of Insurance** provision.

## **SURVIVORS BENEFIT**

If you die while LTD Benefits are payable, and on the date you die you have been continuously Disabled for at least 180 days, we will pay a Survivors Benefit according to the rules shown below.

1. The Survivors Benefit is a lump sum equal to 6 times your LTD Benefit without reduction by Deductible Income.
2. The Survivors Benefit will first be applied to reduce any overpayment of your claim.
3. The Survivors Benefit will be paid at our option to any one or more of the following:
  - a. Your surviving Spouse;
  - b. Your surviving unmarried children, including adopted children, under age 25;
  - c. Your surviving Spouse's unmarried children, including adopted children, under age 25; or
  - d. Any person providing the care and support of any person listed in a., b., or c. above.
4. No Survivors Benefit will be paid if you are not survived by any person listed in a., b., or c. above.

## **CONVERSION OF INSURANCE**

When your insurance ends, you may buy LTD conversion insurance if you meet 1 through 5 below.

1. Your insurance ends for a reason other than:
  - a. Termination or amendment of the Group Policy;
  - b. Your failure to make a required premium contribution; or
  - c. Your retirement.
2. You were continuously insured under your Employer's long term disability insurance plan for at least one year as of the date your insurance ended.
3. You are not Disabled on the date your insurance ends.
4. You are a citizen or resident of the United States or Canada.
5. You must apply in writing and pay the first premium to us within 31 days after your insurance ends.

Your LTD conversion insurance becomes effective on the day after your insurance ends.

The maximum LTD conversion insurance benefit you may select is the smallest of:

1. \$4,000 (however, if you provide satisfactory Evidence Of Insurability, this upper limit is \$8,000);
2. 60% of your insured Predisability Earnings on the date your insurance ended; and
3. The LTD Benefit payable if you had become Disabled on the day before your insurance ended and you had no Deductible Income.

The maximum LTD conversion insurance benefit is reduced by deductible income. The certificate we will issue to you when your LTD conversion insurance becomes effective will contain other provisions which will also differ from the Group Policy.

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

During each period of continuous Disability, we will pay LTD Benefits according to the terms of the Group Policy in effect on the date you become Disabled. Your right to receive LTD Benefits will not be affected by:

1. Any amendment to the Group Policy that is effective after you become Disabled.
2. Termination of the Group Policy after you become Disabled.

### **EFFECT OF NEW DISABILITY**

If a period of Disability is extended by a new cause while LTD Benefits are payable, LTD Benefits will continue while you remain Disabled. However, 1 and 2 apply.

1. LTD Benefits will not continue beyond the end of the original Maximum Benefit Period.
2. The **Disabilities Excluded From Coverage** and **Limitations** sections will apply to the new cause of Disability.

### **DISABILITIES EXCLUDED FROM COVERAGE**

#### A. 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.

#### B. Intentionally Self-Inflicted Injury

You are not covered for a Disability caused or contributed to by an intentionally self-inflicted Injury, while sane or insane.

#### C. Preexisting Condition

A separate Preexisting Condition exclusion applies to the 55% Plan and the 65% Plan. However, if you change your Plan selection from the 55% Plan to the 65% Plan and benefits are not payable under the 65% Plan because of the Preexisting Condition exclusion, your claim will be administered as if you had not changed your Plan selection.

##### 1. Definition

Preexisting Condition means:

- a. With respect to the 55% Plan, a diagnosed mental or physical condition for which you have received medical treatment, care or services or have taken prescribed medication at any time during the 365-day period just before your insurance under the Group Policy becomes effective; and
- b. With respect to the 65% Plan, a diagnosed mental or physical condition for which you have received medical treatment, care or services or have taken prescribed medication at any time during the 365-day period just before your insurance under the 65% Plan becomes effective.

##### 2. Exclusion

You are not covered for a Disability caused or substantially contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless, on the date you become Disabled:

- a. With respect to the 55% Plan, you have been continuously insured under the Group Policy for 24 months and have been Actively At Work for at least one full day after the end of that 24 months; and
- b. With respect to the 65% Plan, you have been continuously insured under the 65% Plan for 24 months and have been Actively At Work for at least one full day after the end of that 24 months.



D. 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 felony, or 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.

## **LIMITATIONS**

A. Care Of A Physician

During the Benefit Waiting Period, you must be receiving care by a Physician which is appropriate for the condition or conditions causing the Disability. No LTD Benefits will be paid for any period of Disability when you are not receiving care by a Physician which is appropriate for the condition or conditions causing the Disability. Appropriate care is the treatment a patient would make a reasonable decision to accept after duly considering the opinions of medical professionals. This limitation will not apply after you reach your maximum point of recovery.

B. Rehabilitation Program

No LTD Benefits will be paid for any period of Disability when you are not participating in good faith in a rehabilitation plan, rehabilitation program or course of medical treatment or vocational training or education approved by us unless your Disability prevents you from participating.

C. Mental Disorder

Payment of LTD Benefits is limited to 24 months during your entire lifetime for a Disability caused or contributed to by a Mental Disorder. However, if you are confined in a Hospital at the end of the Mental Disorder Limitation Period, 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.

D. Musculoskeletal And Connective Tissue Disorder

Payment of LTD Benefits is limited to 24 months during your entire lifetime for a Disability caused or contributed to by musculoskeletal or connective tissue disorders including, but not limited to:

1. Any disease or disorder of the cervical, thoracic, or lumbosacral back and its surrounding soft tissue.
2. Sprains or strains of joints or muscles.
3. Carpal tunnel or repetitive motion syndrome.
4. Fibromyalgia.
5. Temporomandibular joint or craniomandibular joint disorder.
6. Myofascial pain.
7. Arthritis.

This limitation will not apply to:

- a. Herniated discs with neurological abnormalities that are documented by electromyogram, and computerized tomography or magnetic resonance imaging.
- b. Scoliosis.
- c. Tumors, malignancies, or vascular malformations.
- d. Radiculopathies that are documented by electromyogram.
- e. Spondylolisthesis, grade II or higher.
- f. Myelopathies and myelitis.
- g. Demyelinating diseases.
- h. Traumatic spinal cord necrosis.
- i. Osteopathies.
- j. Rheumatoid or psoriatic arthritis.
- k. Lupus.

E. Chronic Fatigue Conditions

Payment of LTD Benefits is limited to 24 months during your entire lifetime for a Disability caused or contributed to by chronic fatigue conditions including, but not limited to:

1. Chronic Fatigue Syndrome.
2. Chronic Fatigue Immunodeficiency Syndrome.
3. Post Viral Syndrome.
4. Limbic Encephalopathy.
5. Epstein-Barr virus infection.
6. Herpesvirus type 6 infection.
7. Myalgic Encephalomyelitis.

This limitation will not apply to clinical conditions where a cause for the chronic fatigue is otherwise identifiable, such as:

- a. Neoplastic disorders.
- b. Neurological disorders.
- c. Endocrine disorders.
- d. Hematological disorders.
- e. Rheumatologic disorders.
- f. Depression.

F. Chemical And Environmental Sensitivities

Payment of LTD Benefits is limited to 24 months during your entire lifetime for a Disability caused or contributed to by an allergy or sensitivity to chemicals or the environment including, but not limited to:

1. Environmental allergies.
2. Sick Building Syndrome.

3. Multiple Chemical Sensitivity Syndrome.
4. Chronic Toxic Encephalopathy.

This limitation will not apply to:

- a. Asthma.
- b. Allergy-induced reactive lung disease.

#### G. Rules For Disabilities Subject To Limited Pay Periods

1. If you are Disabled as a result of more than one Physical Disease, Injury or Mental Disorder for which LTD Benefits are payable for a limited period of time, the limitation periods will run concurrently for all limited conditions.
2. If you are Disabled as a result of a Mental Disorder or any Physical Disease or Injury for which LTD Benefits are payable for a limited period of time, and at the same time are Disabled as a result of a Physical Disease, Injury or Pregnancy that is not subject to such limitation, LTD Benefits will be payable first for conditions that are subject to a limitation before LTD Benefits are payable for any condition that is not subject to a limitation.
3. No LTD Benefits will be payable after the ending date of the longest limitation period that applies to your Disability, unless on that date you continue to be Disabled as a result of a Physical Disease, Injury or Pregnancy for which payment of LTD Benefits is not limited.

### **CLAIMS**

#### A. Notice Of Claim

Written notice of claim must be provided to us within 60 days after the date you claim you became disabled, or as soon thereafter as is reasonably possible.

#### B. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, you may submit your claim in a letter to us. The letter should include the date disability began, and the cause and nature of the disability. Subject to the time period for providing notice of claim, such letter will constitute notice and proof of claim.

#### C. Time Limits On Filing Proof Of Loss

You must give us Proof Of Loss within 90 days after the end of the Benefit Waiting Period. If your claim was closed, you must give us Proof Of Loss within 90 days after the date LTD Benefits ended. If you cannot do so, you must give it to us as soon as reasonably possible, but not later than one year after that 90-day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

#### D. Proof Of Loss

Proof Of Loss means written proof that you are Disabled and entitled to LTD Benefits. Proof Of Loss must be provided at your expense.

For claims of Disability due to conditions other than Mental Disorders, we may require proof of physical impairment that results from anatomical or physiological abnormalities which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques. Examples of clinical and laboratory diagnostic techniques include but are not limited to actual observations upon physical examinations, blood tests, imaging studies (such as x-rays, MRIs and CT scans), electrocardiograms (EKG) and electroencephalograms (EEG).

#### E. Documentation

Completed claims statements, a signed authorization for us to obtain information, and any other items we may reasonably require in support of a claim must be submitted at your expense. If the required documentation is not provided within 45 days after we mail our request, your claim may be denied.

#### F. Investigation Of Claim

We may investigate your claim at any time.

At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend LTD Benefits if you fail to attend an examination or cooperate with the examiner.

#### G. Time Of Payment

We will pay LTD Benefits within 60 days after you satisfy Proof Of Loss.

LTD Benefits will be paid to you at the end of each month you qualify for them. LTD Benefits remaining unpaid at your death will be paid to the person(s) receiving the Survivors Benefit. If no Survivors Benefit is paid, the unpaid LTD Benefits will be paid to your estate.

#### H. Notice Of Decision On Claim

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

If we extend the period to decide your claim, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may decide your claim based on the information we have received.

If we deny any part of your claim, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. Reference to any internal rule or guideline relied upon in making our decision.
- d. A description of any additional information needed to support your claim.
- e. Information concerning your right to a review of our decision.

## I. Review Procedure

If all or part of a claim 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 us written comments or other items to support your claim. 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 us about your claim.

The person conducting the review will be someone other than the person who denied the claim 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. Our review will include any written comments or other items you submit to support your claim.

We will review your claim promptly after we receive your request. Within 45 days after we receive your request for review, we will send you: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days. If the extension is due to your failure to provide information necessary to decide the claim on review, the extended time period for review of your claim will not begin until you provide the information or otherwise respond.

If we extend the review period, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim on review; and (c) any additional information we need to decide your claim.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may conclude our review of your claim based on the information we have received.

If we deny any part of your claim on review, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. Reference to any internal rule or guideline relied upon in making our decision.
- d. Information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.

## J. Assignment

The rights and benefits under the Group Policy are not assignable.

### **TIME LIMITS ON LEGAL ACTIONS**

No action at law or in equity may be brought until 60 days after you have given us Proof Of Loss. No such action shall be brought after the expiration of three years after the date Proof Of Loss is required to be given.

### **INCONTESTABILITY PROVISIONS**

#### A. Incontestability Of Insurance

Any statement made to obtain insurance 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 we had known the truth; and
2. We have 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, we will not use a misrepresentation by you to reduce or deny your claim, unless it was a fraudulent misrepresentation.

#### B. Incontestability Of The Group Policy

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

No misrepresentation by the Policyholder or your Employer will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have 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 will not be contested after it has been in force for two years, except for fraudulent misrepresentations.

### **CLERICAL ERROR, AGENCY, AND MISSTATEMENT**

#### A. Clerical Error

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

1. Cause a person to become insured.
2. Invalidate insurance under the Group Policy otherwise validly in force.
3. Continue insurance under the Group Policy otherwise validly terminated.

#### B. Agency

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent. The Policyholder and your Employer have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

#### C. Misstatement Of Age

If a person's age has been misstated, we 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.

### **TERMINATION OR AMENDMENT OF THE GROUP POLICY**

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole and may terminate insurance for any class or group of Members, at any time by giving us written notice.

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 our executive officers and given to the Policyholder for attachment to the Group Policy. If the terms of the certificate differ from the Group Policy, the terms stated in the Group Policy will govern. 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 our signed written approval.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups of Members.

## **DEFINITIONS**

Benefit Waiting Period means the period you must be continuously Disabled before LTD Benefits become payable. No LTD Benefits are payable for the Benefit Waiting Period. See **Coverage Features**.

Contributory means insurance is elective, and Members pay all or part of the premium for insurance.

CPI-W means the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the CPI-W is discontinued or changed, we may use a comparable index. Where required, we will obtain prior state approval of the new index.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. Your Eligibility Waiting Period is shown in the **Coverage Features**.

Employer means an employer (including approved affiliates and subsidiaries) for which coverage under the Group Policy is approved in writing by us.

Group Policy means the group LTD insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Indexed Predisability Earnings means your Predisability Earnings adjusted by the rate of increase in the CPI-W. During your first year of Disability, your Indexed Predisability Earnings are the same as your Predisability Earnings. Thereafter, your Indexed Predisability Earnings are determined on each anniversary of your Disability by increasing the previous year's Indexed Predisability Earnings by the rate of increase in the CPI-W for the prior calendar year. The maximum adjustment in any year is 10%. Your Indexed Predisability Earnings will not decrease, even if the CPI-W decreases.

Injury means an injury to the body.

LTD Benefit means the monthly benefit payable to you under the terms of the Group Policy.

Maximum Benefit Period means the longest period for which LTD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Benefit Waiting Period. No LTD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See **Coverage Features**.

Noncontributory means (a) insurance is nonelective and the Policyholder or Employer pay the entire premium for insurance; or (b) the Policyholder or Employer require all eligible Members to have insurance and to pay all or part of the premium for insurance.

Physical Disease means a physical disease entity or process that produces structural or functional changes in the body as diagnosed by a Physician.

Physician means a licensed medical professional, diagnosing and treating individuals within the scope of the license. The term includes a legally licensed physician, dentist, optometrist, podiatrist, psychologist or chiropractor. Physician does not include you or your Spouse, or the brother, sister, parent or child of either you or your Spouse.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's group long term disability insurance plan in effect on the day before the effective date of your Employer's participation under the Group Policy and which is replaced by coverage under the Group Policy.

Spouse means:

1. A person to whom you are legally married; or
2. Your Domestic Partner. Your Domestic Partner means an individual recognized as such under California state law.

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