GROUP INSURANCE CERTIFICATE

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

President

Printed 10/03

Revised 10/03

GROUP POLICY NUMBER 353414-B

NAME OF POLICYOWNER SEATTLE SCHOOL DISTRICT NO. 1

TYPE OF COVERAGE LONG TERM DISABILITY INSURANCE

GROUP POLICY EFFECTIVE DATE April 1, 1983

GROUP POLICY DELIVERED IN Washington and governed by the laws of that state.

IMPORTANT: PLEASE READ THIS

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

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

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

GC182-LTD

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OUTLINE OF YOUR LONG TERM DISABILITY INSURANCE

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

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

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

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

Your INSURED EARNINGS are defined in Part 8.D.; your INCOME FROM OTHER SOURCES is defined in Part 8.E.

Your ELIMINATION PERIOD is shown in Part 8.A.

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

TOTAL DISABILITY - TOTAL DISABILITY is defined in Part 5.

EXCLUSIONS AND LIMITATIONS - This INSURANCE does not cover any disability resulting from the following: (1) War; (2) Intentionally Self-Inflicted Injury; and (3) Criminal Conduct. This INSURANCE is also subject to limitations described under the following headings: (1) Elimination Period; (2) Maximum Benefit Period; (3) Treatment by a Physician; (4) Imprisonment; (5) Alcoholism or Drug Use; (6) Mental Disorder; (7) Residing in a Foreign Country; and (8) Leave of Absence. A detailed explanation of these exclusions and limitations is found in Part 7.

BECOMING INSURED - Parts 2 and 3 explain when you become insured and when INSURANCE ends. The POLICYOWNER pays the entire cost of your INSURANCE.

Part 1. GENERAL DEFINITIONS

STANDARD means Standard Insurance Company, Portland, Oregon.

EMPLOYER means Seattle School District No. 1 and each subsidiary or affiliate approved in writing by STANDARD.

GROUP POLICY means STANDARD'S group policy number 353414-B issued to the POLICYOWNER.

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

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

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

SICKNESS means your sickness, illness, or disease.

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

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

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

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

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

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Part 2. BECOMING INSURED

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

- 1. You must be a MEMBER.
- 2. You must be eligible for INSURANCE.

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A. DEFINITION OF MEMBER

You must be a MEMBER. You are a MEMBER if you are (a) a citizen or resident of the United States or Canada; (b) not covered by another EMPLOYER paid insurance program by reason of a union contract, and you are one of the following:

- 1. An active food service assistant of the EMPLOYER, other than a temporary or seasonal employee, who is regularly scheduled to work at least 3 ½ hours each day; or
- 2. Any other active employee of the EMPLOYER, other than a temporary or seasonal employee, who is regularly scheduled to work at least 70 hours each month.

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B. ELIGIBILITY FOR INSURANCE

You must be eligible for INSURANCE. You are eligible for INSURANCE on the effective date of the GROUP POLICY if you are a MEMBER on that date. Otherwise, you will become eligible for INSURANCE as follows:

If you become a MEMBER from the 1st through the 15th day of a calendar month – on the first day of the calendar month following the date you become a MEMBER.

If you become a MEMBER from the 16th through the last day of a calendar month – on the first day of the calendar month following 30 days as a MEMBER.

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C. EFFECTIVE DATE OF INSURANCE

Your INSURANCE will become effective on the date you become eligible if you meet the ACTIVE WORK requirement on that date.

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D. ACTIVE WORK REQUIREMENT

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

For purposes of this ACTIVE WORK requirement, you are DISABLED if you are unable, as a result of SICKNESS, ACCIDENTAL BODILY INJURY, or PREGNANCY, to perform the material duties of your own occupation.

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

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

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Part 3. WHEN INSURANCE ENDS

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

- a. The date you cease to be a MEMBER as defined in Part 2.A.
- b. The date you become a full time member of the armed forces of any country.
- c. The date the GROUP POLICY terminates.
- d. The date you cease to be ACTIVELY AT WORK for your EMPLOYER on your regular work days because of (a) a temporary layoff or (b) a general work stoppage (including a strike or lockout) resulting from a labor dispute.
- e. The date you cease to be ACTIVELY AT WORK for your EMPLOYER on your regular work days for any other reason. However, your INSURANCE may be continued (unless it ends under items a. through d. above) during the following periods while you are absent from ACTIVE WORK:
 - (1) While you are receiving full salary (including sick pay) from your EMPLOYER;
 - (2) During the ELIMINATION PERIOD and while LTD BENEFITS are payable;
 - (3) During the first 12 months of a leave of absence for the benefit of the POLICYOWNER, subject to the following provisions:
 - i. The leave of absence must be approved in writing by the POLICYOWNER and must contain the date on which you are scheduled to return to work;
 - ii. Your INSURANCE will terminate automatically on the date you are originally scheduled to return to work unless you are ACTIVELY AT WORK or TOTALLY DISABLED on that date;
 - iii. If you are TOTALLY DISABLED on your originally scheduled date of return to work, your INSURED EARNINGS will be your INSURED EARNINGS as of the day before the date your leave of absence begins.
 - (4) During a leave of absence if continuation of your INSURANCE is required by the state-mandated family or medical leave act or law.

Note: Your INSURANCE may be continued while you are scheduled to be away from your work for a period of not more than 90 days under the terms of your employment.

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Part 4. BECOMING INSURED AGAIN AFTER INSURANCE ENDS

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

- 1. If your INSURANCE ends because you cease to be a MEMBER for any reason other than as described in 2. below, you will be immediately eligible for INSURANCE if you become a MEMBER again within 90 days after your INSURANCE ends.
- 2. If (A) your INSURANCE ends because your employment is terminated and (B) you are reinstated to MEMBER status as a result of any court action, binding arbitration or established grievance procedure which requires reinstatement of your salary and fringe benefits, then your INSURANCE may be retroactively reinstated, effective as of the date on which your employment is reinstated.
- 3. If your INSURANCE ends because you are on a federal or state-mandated family or medical leave of absence, and you become a MEMBER again immediately following the period allowed, your INSURANCE will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

Your INSURANCE will become effective again on the date determined from Part 2, and will not be retroactive to the date your INSURANCE ended.

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

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Part 5. DEFINITIONS OF TOTAL DISABILITY

There are two definitions of TOTAL DISABILITY. The definition changes after you have been disabled for 24 months after the end of the ELIMINATION PERIOD. Thereafter, no LTD BENEFITS are payable unless you meet the requirements of Definition 2.

Definition 1. INABILITY TO WORK AT YOUR OWN OCCUPATION

During the ELIMINATION PERIOD and the next 24 months of each period of continuous disability, TOTAL DISABILITY means your complete inability, as a result of SICKNESS, ACCIDENTAL BODILY INJURY or PREGNANCY, to work at your own occupation.

Definition 2. INABILITY TO WORK AT ANY OCCUPATION

After the ELIMINATION PERIOD and the next 24 months of each period of continuous disability, TOTAL DISABILITY means your complete inability, as a result of SICKNESS, ACCIDENTAL BODILY INJURY or PREGNANCY, to work at any occupation for which you are or become reasonably fitted by your education, training, and experience.

Under either definition it is not necessary that a job opening exist or that you would be selected for the job if there were an opening. It is your inability to work in an occupation that determines whether you are TOTALLY DISABLED.

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Part 6. LONG TERM DISABILITY INSURING CLAUSE

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

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Part 7. EXCLUSIONS AND LIMITATIONS

A. RISKS NOT COVERED

- 1. WAR: You are not covered for a disability caused or contributed to by war or any act of war. WAR means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
- 2. SELF-INFLICTED INJURY: You are not covered for a disability caused or contributed to by an intentionally self-inflicted injury or by a self-inflicted injury occurring while you are unable to form the intent to harm yourself.
- 3. CRIMINAL CONDUCT: You are not covered for a disability caused or contributed to by your committing or attempting to commit a felony or by your active participation in a violent disorder or riot. "Active participation" does not include being at the scene of a violent disorder or riot in the performance of your official duties.

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B. LIMITATIONS

- 1. ELIMINATION PERIOD: No LTD BENEFITS are payable for the ELIMINATION PERIOD.
- 2. MAXIMUM BENEFIT PERIOD: No LTD BENEFITS are payable after the end of the MAXIMUM BENEFIT PERIOD.
- 3. TREATMENT BY A PHYSICIAN: No LTD BENEFITS will be paid for any period of TOTAL DISABILITY when you are not seen regularly and treated by a PHYSICIAN.

PHYSICIAN means the following licensed medical professionals, other than yourself, diagnosing and treating you within the scope of the license:

- A. Medical Doctor (M.D.)
- B. Osteopath (D.O.)
- C. Podiatrist (D.P.M.) or Chiropodist (D.S.C.)
- D. Chiropractor (D.C.)
- E. Optometrist (O.D.)
- F. Psychologist (Ph.D.)
- G. Dentist (D.M.D. or D.D.S.)
- 4. IMPRISONMENT: No LTD BENEFIT will be paid for any period when you are confined for any reason in a penal or correctional institution.
- 5. ALCOHOLISM OR DRUG USE: Payment of LTD BENEFITS is limited to 24 months during your entire lifetime for TOTAL DISABILITY caused or contributed to by your alcoholism, drug addiction or use of any hallucinogen.
- 6. MENTAL DISORDER: Payment of LTD BENEFITS is limited to 24 months for each period of TOTAL DISABILITY caused or contributed to by a MENTAL DISORDER. However, if you are a resident patient in a HOSPITAL at the end of the 24 months, this limitation will not apply while you remain continuously confined.

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MENTAL DISORDER means a functional mental, emotional or behavioral disorder.

HOSPITAL means a licensed 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 and homes for the aged are not HOSPITALS.

- 7. RESIDING IN A FOREIGN COUNTRY: Payment of LTD BENEFITS is limited to 12 months while you are continuously RESIDING IN A FOREIGN COUNTRY. Thereafter, no LTD BENEFITS will be payable while you continue to RESIDE IN A FOREIGN COUNTRY.
 - RESIDING IN A FOREIGN COUNTRY means maintaining your primary place of residence outside the United States and Canada.
- 8. LEAVE OF ABSENCE: No LTD BENEFITS are payable for any period of time during which you, under the terms of your employment, are on a scheduled leave of absence.

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Part 8. SCHEDULE OF LONG TERM DISABILITY INSURANCE

This Schedule of LONG TERM DISABILITY INSURANCE has five sections:

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

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

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A. ELIMINATION PERIOD

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

For the purposes of the ELIMINATION PERIOD, DISABLED means TOTALLY DISABLED as defined in Part 5. DEFINITIONS OF TOTAL DISABILITY, or PARTIALLY DISABLED as defined below:

DEFINITION OF PARTIAL DISABILITY: Your disability is a PARTIAL DISABILITY if you are working in your own occupation, but unable, as a result of SICKNESS, ACCIDENTAL BODILY INJURY OR PREGNANCY, to work at your own occupation on a full-time basis.

Your ELIMINATION PERIOD is the first 45 calendar days of each period of continuous DISABILITY.

Your ELIMINATION PERIOD begins on the date you become DISABLED. However, if you become DISABLED during an approved leave of absence without pay, your ELIMINATION PERIOD will not begin until the date on which you are scheduled to return to work.

No LTD BENEFITS are ever payable for the ELIMINATION PERIOD.

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

TEMPORARY RECOVERY DURING THE ELIMINATION PERIOD:

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Temporary recovery from your DISABILITY during the ELIMINATION PERIOD will have the following effect: For purposes of serving the ELIMINATION PERIOD, all separate periods of DISABILITY from the same cause or causes will be added together and treated as one period of continuous DISABILITY. However, you must serve the full 45 calendar day ELIMINATION PERIOD within a period of 53 consecutive calendar days.

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B. MAXIMUM BENEFIT PERIOD

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

Your MAXIMUM BENEFIT PERIOD is determined as follows:

Your Age When TOTAL	Your MAXIMUM
DISABILITY Begins	BENEFIT PERIOD
_	_
61 or younger	To age 65
62	3 years 6 months
63	3 years
64	
65	
66	
67	
68	
69 or older	

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

TEMPORARY RECOVERY DURING THE MAXIMUM BENEFIT PERIOD:

After LTD BENEFITS become payable, temporary recovery from your TOTAL DISABILITY will have the following effect: For purposes of continuing LTD BENEFITS during the MAXIMUM BENEFIT PERIOD, any two periods of TOTAL DISABILITY from the same cause or causes will be added together and treated as one period of continuous TOTAL DISABILITY if they are separated by a period of recovery of no longer than 180 days. Thus, a new ELIMINATION PERIOD will not be required, the INSURED EARNINGS used to compute your LTD BENEFIT will not change, and the MAXIMUM BENEFIT PERIOD will be the balance of the MAXIMUM BENEFIT PERIOD remaining unused before the period of recovery.

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

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C. AMOUNT OF LTD BENEFIT

Your LTD BENEFIT equals (A) 60% of your INSURED EARNINGS, reduced by (B) your INCOME FROM OTHER SOURCES.

The minimum LTD BENEFIT is \$100.

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INSURED EARNINGS is defined in Part 8.D.

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

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D. INSURED EARNINGS

INSURED EARNINGS means the first \$16,667 of one-twelfth (1/12th) of your annual rate of earnings from your EMPLOYER, including deferred compensation, but excluding bonuses, overtime pay, and any other extra compensation. The following rules apply to the computation of your annual rate of earnings.

- (1) If you are paid on an annual contract basis, your annual rate of earnings is your annual contract salary.
- (2) If you are paid on an hourly basis, your annual rate of earnings is your hourly pay rate times the number of hours you are regularly scheduled to work each year. If you do not have regular work hours, your annual rate of earnings will be based on the number of hours you worked during the preceding 12 calendar months, not counting any hours over 173 in any one calendar month.
- (3) If you are paid on any other basis, your annual rate of earnings is your earnings for the period you are regularly scheduled to work each year.

EFFECTIVE DATE OF CHANGES IN INSURED EARNINGS

If you become TOTALLY DISABLED, your LTD BENEFIT will be based on your INSURED EARNINGS in effect on your last full day of ACTIVE WORK before you become TOTALLY DISABLED. Any change in your rate of pay, or in the period you are regularly scheduled to work each year, which is approved or becomes effective after that last full day of ACTIVE WORK will have no effect on the amount of your INSURED EARNINGS, except as follows:

The amount of your INSURED EARNINGS on which your LTD BENEFIT is based will increase if there is an increase in your rate of pay (excluding bonuses, overtime pay and any other extra compensation) and both of the following are true:

- 1. The increase in your rate of pay is solely the result of collective bargaining; and
- 2. The increase in your rate of pay is retroactive to a date prior to the date you become TOTALLY DISABLED.

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

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E. INCOME FROM OTHER SOURCES

INCOME FROM OTHER SOURCES is used to reduce your LTD BENEFIT and is explained in the following definition, exceptions, and rules.

1. DEFINITION OF INCOME FROM OTHER SOURCES

INCOME FROM OTHER SOURCES means:

a. One-half the amount of your earnings from work while you are TOTALLY DISABLED, including earnings from your EMPLOYER, any other employer, or selfemployment.

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- b. Any amount you receive or are eligible to receive as a result of your disability under a Workers' Compensation Act or similar law, including amounts for partial or total disability, whether permanent or temporary.
- c. Any amount you, your dependents, or any other person receives or is eligible to receive because of your disability or retirement under the Federal Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or any similar plan or act. (If the amount under the Federal Social Security Act is reduced by the amount of Supplemental Security Income received for the same period, your INCOME FROM OTHER SOURCES will be the amount that would have been received if there were no reduction because of Supplemental Security Income.)
- d. The amount you, your dependents, or any other person receives or is eligible to receive because of your disability under any group insurance coverage, other than group credit insurance or group mortgage disability insurance.
- e. The following amounts from any disability or retirement plan under which you are covered as a result of your employment with your EMPLOYER (including but not limited to a public employee retirement system, a state teacher retirement system, a state unemployment compensation disability plan, a railroad retirement plan, or any plan arranged and maintained by a union or employee association for the benefit of its members):
 - (1) Any disability benefits you, your dependents, or any other person receives or is eligible to receive because of your disability.
 - (2) Any retirement benefits you, your dependents, or any other person receives or is eligible to receive because of your retirement, provided that if, upon retirement, you elect to receive a lump sum distribution of your contributions, or contributions plus interest, under the Washington State Teachers' Retirement System plan, that lump sum distribution will not be considered INCOME FROM OTHER SOURCES. However, your LTD BENEFIT will be reduced by the amount of the monthly pension benefit you would have received if you had not elected to take the lump sum distribution.

If the disability or retirement plan has two or more payment options, STANDARD will reduce your LTD BENEFIT by the amount of the plan option which provides, or comes closest to providing, a monthly income to you for life with no survivors benefit. This will be true even if you select a different option.

- f. Any benefits you receive under any unemployment compensation law.
- g. Any sick pay or other salary continuation paid to you by your EMPLOYER, but not including vacation pay.
- h. Any amount received by compromise, settlement or other method as a result of a claim for any of a. through g. above.

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2. EXCEPTIONS TO INCOME FROM OTHER SOURCES

The following INCOME FROM OTHER SOURCES will not be used to reduce the amount of your LTD BENEFIT:

a. Any cost of living increase in any INCOME FROM OTHER SOURCES, provided that the increase becomes effective while you are TOTALLY DISABLED and while you are eligible to receive the INCOME FROM OTHER SOURCES. (This exception does not apply to any increase in your earnings from any work.)

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- b. Any amount received as reimbursement for hospital, medical, or surgical expense.
- c. Any amount which represents reasonable attorneys fees incurred in connection with the claim for INCOME FROM OTHER SOURCES.
- d. Any benefits under the Federal Social Security Act received by, or on behalf of, your dependent child age 18 or over.
- e. Accelerated benefits paid under a life insurance policy.

C08E2P

3. RULES FOR INCOME FROM OTHER SOURCES

Each month your LTD BENEFIT will be reduced by the INCOME FROM OTHER SOURCES for the same monthly period, even if you actually receive the INCOME FROM OTHER SOURCES in another month. If you receive any INCOME FROM OTHER SOURCES in a lump sum, or periodically other than monthly, STANDARD will determine the monthly equivalent and use that amount to reduce your LTD BENEFIT.

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

- Option 1. STANDARD will reduce your LTD BENEFIT each month by the monthly amount of the INCOME FROM OTHER SOURCES you expect to receive for that period. You will be reimbursed by STANDARD if this results in an underpayment of your claim for LTD BENEFITS. You must repay STANDARD if this results in an overpayment of your claim for LTD BENEFITS.
- Option 2. STANDARD will pay you LTD BENEFITS without any reduction on account of that INCOME FROM OTHER SOURCES until your claim for that INCOME FROM OTHER SOURCES is approved. You must repay STANDARD for any resulting overpayment of your claim for LTD BENEFITS.

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

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

C08E1Y

Part 9. OTHER LONG TERM DISABILITY BENEFITS AND PROVISIONS

A. REHABILITATION PROVISION (RETURN TO WORK)

The GROUP POLICY is designed to recognize that you may be able to do some work during your TOTAL DISABILITY. It allows you to do this work if you wish, without terminating your LTD BENEFITS.

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If you work while you are TOTALLY DISABLED, your LTD BENEFIT will be reduced by only one-half the amount of your earnings from that work.

C09A1B

B. WAIVER OF PREMIUM

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

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

- (a) LTD BENEFITS will not continue beyond the end of the original MAXIMUM BENEFIT PERIOD.
- (b) No LTD BENEFITS will be paid for any extension of a period of continuous TOTAL DISABILITY caused or contributed to by a risk excluded under Part 7.

C09B9A

C. BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

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

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

C09C9A

D. SURVIVORS BENEFIT

If you die while LTD BENEFITS are payable to you, STANDARD will pay a monthly benefit, called the SURVIVORS BENEFIT, for a maximum of 3 months after your death. The following rules shall apply:

- 1. A SURVIVORS BENEFIT will be paid only if you are survived by either of the following:
 - a. A spouse (including a domestic partner for whom you have filed an affidavit with the EMPLOYER); or
 - b. An unmarried child under age 21 who is (i) your child, or (ii) a child of a domestic partner for whom you have filed an affidavit with the EMPLOYER.
- 2. The SURVIVORS BENEFIT will be the amount of your LTD BENEFIT without any reduction by INCOME FROM OTHER SOURCES.
- 3. Any SURVIVORS BENEFIT payable will first be applied to reduce the amount of any outstanding overpayment of your claim for LTD BENEFITS.
- 4. The SURVIVORS BENEFIT will be paid to any one or more of the following at the option of STANDARD:
 - a. Your spouse (including a domestic partner for whom you have filed an affidavit with the EMPLOYER);

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- b. One or more unmarried children under age 21 who are (i) your children, or (ii) children of a domestic partner for whom you have filed an affidavit with the EMPLOYER.
- c. Any person providing the care and support of any of them.
- 5. SURVIVORS BENEFITS are paid until the earlier of:
 - a. Three months after your death; or
 - b. The death of your last surviving spouse or unmarried child under age 21.

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E. ASSISTED LIVING BENEFIT

A. ASSISTED LIVING BENEFIT

If you meet the requirements below, STANDARD will pay ASSISTED LIVING BENEFITS according to the terms of the GROUP POLICY after STANDARD receives proof of loss satisfactory to STANDARD.

Requirements For MEMBER ASSISTED LIVING BENEFIT

- a. You are TOTALLY DISABLED and LTD BENEFITS are payable to you.
- b. While you are TOTALLY DISABLED:
 - i. You, due to loss of functional capacity as a result of SICKNESS or ACCIDENTAL BODILY INJURY, become unable to safely and completely perform two or more ACTIVITIES OF DAILY LIVING without HANDS-ON ASSISTANCE or STANDBY ASSISTANCE; or
 - ii. You require SUBSTANTIAL SUPERVISION for your safety due to SEVERE COGNITIVE IMPAIRMENT as a result of SICKNESS or ACCIDENTAL BODILY INJURY.
- c. The condition in b.i or b.ii is expected to last 3 months or more as certified by a PHYSICIAN in the appropriate specialty as determined by STANDARD.

B. Definitions For ASSISTED LIVING BENEFIT

- 1. ACTIVITIES OF DAILY LIVING means BATHING, CONTINENCE, DRESSING, EATING, TOILETING, or TRANSFERRING.
- 2. BATHING means washing oneself, whether in the tub or shower or by sponge bath, with or without the help of adaptive devices.
- 3. CONTINENCE means voluntarily controlling bowel and bladder function, or, if incontinent, maintaining a reasonable level of personal hygiene.
- 4. DRESSING means putting on and removing all items of clothing, footwear, and medically necessary braces and artificial limbs.
- 5. EATING means getting food and fluid into the body, whether manually, intravenously, or by feeding tube.
- 6. TOILETING means getting to and from and on and off the toilet, and performing related personal hygiene.
- 7. TRANSFERRING means moving into or out of a bed, chair or wheelchair, with or without adaptive devices.

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- 8. HANDS-ON ASSISTANCE means the physical assistance of another person without which would be unable to perform the ACTIVITY OF DAILY LIVING.
- 9. STANDBY ASSISTANCE means the presence of another person within arm's reach of the insured that is necessary to prevent, by physical intervention, injury to the insured while the insured is performing the ACTIVITY OF DAILY LIVING (such as being ready to catch the insured if the insured falls while getting into or out of the bathtub or shower as part of BATHING, or being ready to remove food from the insured throat if the insured chokes while EATING).
- 10. SEVERE COGNITIVE IMPAIRMENT means a loss or deterioration in intellectual capacity that is (a) comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia, and (b) is measured by clinical evidence and standardized tests approved by STANDARD that reliably measure impairment in (i) short-term or long-term memory, (ii) orientation as to people, places, or time, and (iii) deductive or abstract reasoning. SEVERE COGNITIVE IMPAIRMENT does not include loss or deterioration as a result of a MENTAL DISORDER.
- 11. SUBSTANTIAL SUPERVISION means continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect you or your spouse from threats to his or her health or safety (such as may result from wandering).
- C. Schedule of ASSISTED LIVING BENEFIT Coverage
 - 1. MEMBER ASSISTED LIVING BENEFIT

The MEMBER ASSISTED LIVING BENEFIT is an additional 40% of the first \$16,667 of your INSURED EARNINGS, unreduced by any INCOME FROM OTHER SOURCES.

The maximum ASSISTED LIVING BENEFIT is \$5,000.

2. Other ASSISTED LIVING BENEFIT Benefits and Provisions

The ASSISTED LIVING BENEFIT is noncontributory.

- D. Becoming Insured For ASSISTED LIVING BENEFITS
 - 1. Eligibility

You are eligible for ASSISTED LIVING BENEFIT coverage if you have INSURANCE coverage.

2. Effective Date

Subject to the ACTIVE WORK requirement, ASSISTED LIVING BENEFIT coverage becomes effective on the date your INSURANCE becomes effective.

E. Payment Of ASSISTED LIVING BENEFITS

STANDARD will pay ASSISTED LIVING BENEFITS within 60 days after proof of loss is satisfied. Your ASSISTED LIVING BENEFITS will be paid to you at the same time LTD BENEFITS are payable.

F. Time Limits On Filing Proof Of Loss

Proof of loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

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If proof of loss is filed outside these time limits, the claim will be denied. These limits will not apply while the claimant lacks legal capacity.

G. When ASSISTED LIVING BENEFITS End

ASSISTED LIVING BENEFITS for you end automatically on the earlier of:

- a. The date you no longer meet the requirements in item A. above.
- b. The date your LTD BENEFITS end.

H. Waiver of Premium for ASSISTED LIVING BENEFIT

Payment of premium for ASSISTED LIVING BENEFIT coverage is waived while LTD BENEFITS are payable.

I. ASSISTED LIVING BENEFITS After INSURANCE Ends Or Is Changed

The right to receive ASSISTED LIVING BENEFITS will not be affected by the occurrence of an event described in item 1. or 2. below that becomes effective after you become TOTALLY DISABLED,

- 1. Termination or amendment of the GROUP POLICY or your EMPLOYER'S coverage under the GROUP POLICY.
- 2. Termination of ASSISTED LIVING BENEFIT coverage for you while the GROUP POLICY or your EMPLOYER'S coverage under the GROUP POLICY remains in force.

J. ASSISTED LIVING BENEFIT Exclusions

No ASSISTED LIVING BENEFIT is payable for any period when the claimant is confined for any reason in a penal or correctional institution.

No ASSISTED LIVING BENEFIT is payable if the inability to perform ACTIVITIES OF DAILY LIVING or the SEVERE COGNITIVE IMPAIRMENT is caused or contributed to by:

- 1. WAR or any act of WAR.
- 2. Any intentionally self-inflicted injury, or by a self-inflicted injury occurring while you are unable to form the intent to harm yourself.
- 3. Use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.

4. A PREEXISTING CONDITION.

- a. Definition: For purposes of the ASSISTED LIVING BENEFIT, PREEXISTING CONDITION means a mental or physical condition for which you have done, or for which a reasonably prudent person would have done any of the following:
 - i. consulted a PHYSICIAN,
 - ii. received medical treatment or services,
 - iii. undergone diagnostic procedures, including self-administered procedures; or
 - iv. taken prescribed drugs or medication

during the 3 months just before your ASSISTED LIVING BENEFIT coverage is effective.

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- b. Period Of Exclusion: This exclusion will not apply after ASSISTED LIVING BENEFIT coverage has been continuously in effect for a period of 12 months, if after that period you have been ACTIVELY AT WORK for at least one full day.
- 5. A MENTAL DISORDER.
- 6. Committing or attempting to commit a felony, or active participation in a violent disorder or riot. (Active participation does not include being at the scene of a violent disorder or riot in the performance of official duties.)

K. When ASSISTED LIVING BENEFIT Coverage Ends

ASSISTED LIVING BENEFIT coverage for you ends automatically on the earliest of:

- 1. The date your INSURANCE ends.
- 2. The date the last period ends for which a premium contribution was made for ASSISTED LIVING BENEFIT coverage.
- 3. The date the GROUP POLICY terminates or your EMPLOYER'S coverage under the GROUP POLICY terminates.
- 4. The date ASSISTED LIVING BENEFIT coverage terminates under the GROUP POLICY.

Part 10. CLAIMS PROVISIONS AND PROCEDURES FOR LTD BENEFITS

A. PAYMENT OF BENEFITS

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

B. TIME LIMITS FOR FILING A CLAIM

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

C. FILING A CLAIM

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

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

D. PROOF OF LOSS

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

- 1. That you became TOTALLY DISABLED while insured under the GROUP POLICY.
- 2. That you were TOTALLY DISABLED throughout the ELIMINATION PERIOD and the period for which LTD BENEFITS are claimed.
- 3. That your TOTAL DISABILITY results from a cause not excluded in Part 7.

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- 4. That you are being seen regularly and treated by a PHYSICIAN.
- 5. Of such additional information as STANDARD may reasonably require in connection with your claim for LTD BENEFITS.

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

E. DOCUMENTATION OF CLAIM

You must submit the following documents at your expense:

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

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

F. DOCUMENTATION OF INCOME FROM OTHER SOURCES

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

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

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

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

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

G. INVESTIGATION OF YOUR CLAIM

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

H. INDEPENDENT EXAMINATION

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

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

I. NOTICE OF DECISION ON CLAIM

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

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

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

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

J. REVIEW PROCEDURE

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

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

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

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

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Part 11. TIME LIMITS ON LEGAL ACTIONS AND CERTAIN DEFENSES

No action at law or in equity may be brought to recover under the GROUP POLICY until 60 days after written proof of loss has been provided to STANDARD. No such action may be brought more than three years after the time within which proof of loss is required to be furnished.

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

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

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

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Part 12. ASSIGNMENT NOT PERMITTED

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

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