RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA

SHORT TERM DISABILITY INCOME BENEFIT PLAN

Plan Sponsor has established a short term disability income benefit plan and agreed to provide STD Benefits according to the terms of this Plan Document. Plan Sponsor is solely responsible for payment of STD Benefits payable under the terms of this Plan.

Plan Sponsor has retained Standard Insurance Company as Claims Administrator for the Plan. Standard shall receive, process, investigate and evaluate claims for benefits. Standard has discretionary authority to make initial decisions to approve, deny or close claims for benefits. Standard is also authorized to review and decide appeals of denied or closed claims, if requested by claimants as provided in the appeal provision of the Plan. Thereafter, Plan Sponsor may elect to hear and decide any further appeals by claimants. In each case, Plan Sponsor retains the right of final review and decision on all claims and appeals.

Standard will also perform certain administrative services for the Plan, including advising and assisting Plan Sponsor with preparation and revision of the Plan and providing actuarial services. Standard has no authority or obligation with respect to management or investment of the assets of the Plan or Plan Sponsor's right of subrogation under the Plan.

This Plan and the individual applications, if any, of the Members constitute the entire Plan. Plan Sponsor has the right at anytime to amend or terminate this Plan or to require or change the amount of Member contributions. No change in this Plan will be valid unless approved by Plan Sponsor and evidenced by an amendment. No agent has authority to change this Plan or to waive any of its provisions.

For purposes of effective dates and ending dates under this Plan, all days begin and end at 12:00 midnight Standard Time at Plan Sponsor's address.

All provisions on this and the following pages are part of this Plan. "You" and "your" mean the Member. "We", "us", and "our" mean Plan Sponsor. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

PLAN SPONSOR

By

__________________________________________
Signature(s) and Title(s) of Authorized Representative(s)

PD190-STD
# Table of Contents

COVERAGE FEATURES .................................................................................................................. 1  
GENERAL PLAN INFORMATION ................................................................................................. 1  
SCHEDULE OF COVERAGE ........................................................................................................ 1  
MEMBER CONTRIBUTIONS ......................................................................................................... 3  
STATEMENT OF COVERAGE ...................................................................................................... 4  
BECOMING COVERED ............................................................................................................... 4  
WHEN YOUR COVERAGE BECOMES EFFECTIVE ...................................................................... 4  
ACTIVE WORK PROVISIONS ..................................................................................................... 5  
WHEN YOUR COVERAGE ENDS .................................................................................................. 5  
REINSTATEMENT OF COVERAGE .............................................................................................. 5  
DEFINITION OF DISABILITY ..................................................................................................... 6  
RETURN TO WORK PROVISIONS ............................................................................................... 7  
REASONABLE ACCOMMODATION EXPENSE BENEFIT .......................................................... 7  
REHABILITATION PLAN PROVISION ....................................................................................... 8  
TEMPORARY RECOVERY ......................................................................................................... 8  
WHEN STD BENEFITS END ........................................................................................................ 8  
PREDISABILITY EARNINGS ....................................................................................................... 9  
DEDUCTIBLE INCOME ............................................................................................................. 9  
EXCEPTIONS TO DEDUCTIBLE INCOME ............................................................................... 10  
RULES FOR DEDUCTIBLE INCOME ....................................................................................... 11  
BENEFITS AFTER COVERAGE ENDS OR IS CHANGED ............................................................ 11  
EFFECT OF NEW DISABILITY ................................................................................................ 11  
DISABILITIES EXCLUDED FROM COVERAGE ...................................................................... 11  
LIMITATIONS .......................................................................................................................... 12  
CLAIMS ..................................................................................................................................... 13  
ALLOCATION OF AUTHORITY ................................................................................................. 15  
TIME LIMITS ON LEGAL ACTIONS ......................................................................................... 15  
CLERICAL ERROR .................................................................................................................... 15  
TERMINATION OR AMENDMENT OF THE PLAN ................................................................. 15  
DEFINITIONS ............................................................................................................................ 16
# Index of Defined Terms

<table>
<thead>
<tr>
<th>Term</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Active Work, Actively At Work</td>
<td>5</td>
</tr>
<tr>
<td>Allowable Periods</td>
<td>8</td>
</tr>
<tr>
<td>ASO Number</td>
<td>1</td>
</tr>
<tr>
<td>Benefit Waiting Period</td>
<td>2, 16</td>
</tr>
<tr>
<td>Claims Administrator</td>
<td>1</td>
</tr>
<tr>
<td>Class Definition</td>
<td>1</td>
</tr>
<tr>
<td>Contributory</td>
<td>16</td>
</tr>
<tr>
<td>CPI-W</td>
<td>16</td>
</tr>
<tr>
<td>Deductible Income</td>
<td>9</td>
</tr>
<tr>
<td>Eligibility Waiting Period</td>
<td>1, 16</td>
</tr>
<tr>
<td>Employer</td>
<td>1</td>
</tr>
<tr>
<td>Hospital</td>
<td>16</td>
</tr>
<tr>
<td>Injury</td>
<td>16</td>
</tr>
<tr>
<td>Leave Of Absence</td>
<td>2</td>
</tr>
<tr>
<td>Leave Of Absence Periods</td>
<td>2</td>
</tr>
<tr>
<td>Maximum Benefit Period</td>
<td>3, 16</td>
</tr>
<tr>
<td>Maximum STD Benefit</td>
<td>2</td>
</tr>
<tr>
<td>Member</td>
<td>1, 4</td>
</tr>
<tr>
<td>Mental Disorder</td>
<td>16</td>
</tr>
<tr>
<td>Minimum STD Benefit</td>
<td>2</td>
</tr>
<tr>
<td>Noncontributory</td>
<td>16</td>
</tr>
<tr>
<td>Physical Disease</td>
<td>16</td>
</tr>
<tr>
<td>Physician</td>
<td>16</td>
</tr>
<tr>
<td>Plan</td>
<td>16</td>
</tr>
<tr>
<td>Plan Effective Date</td>
<td>1</td>
</tr>
<tr>
<td>Plan Sponsor</td>
<td>1</td>
</tr>
<tr>
<td>Predisability Earnings</td>
<td>9</td>
</tr>
<tr>
<td>Pregnancy</td>
<td>16</td>
</tr>
<tr>
<td>Prior Plan</td>
<td>16</td>
</tr>
<tr>
<td>Proof Of Loss</td>
<td>13</td>
</tr>
<tr>
<td>Reasonable Accommodation Expense Benefit</td>
<td>8</td>
</tr>
<tr>
<td>Rehabilitation Plan</td>
<td>8</td>
</tr>
<tr>
<td>STD Benefit</td>
<td>16</td>
</tr>
<tr>
<td>Temporary Recovery</td>
<td>8</td>
</tr>
<tr>
<td>War</td>
<td>11</td>
</tr>
<tr>
<td>Work Earnings</td>
<td>7</td>
</tr>
</tbody>
</table>
COVERAGE FEATURES

This section contains many of the features of your short term disability (STD) coverage. 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.

GENERAL PLAN INFORMATION

Plan Sponsor: Rector and Visitors of the University of Virginia
Employer(s): Rector and Visitors of the University of Virginia
Claims Administrator: Standard Insurance Company
ATP Number: 647264-A
Plan Effective Date: December 21, 2009

Member means:
1. A regular employee of the Employer;
2. Covered under the Employer's optional retirement plan;
3. Actively At Work at least 20 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as you are capable of Active Work on those days); and
4. A citizen or resident of the United States or Canada.

Member does not include a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Class Definition:
Class 1: Faculty Members
Class 2: University Staff Members
Class 3: Grandfathered Faculty and Medical Center Members

SCHEDULE OF COVERAGE

Eligibility Waiting Period: You are eligible on one of the following dates:
If you are a Member on the Plan Effective Date, you are eligible on that date.
If you become a Member after the Plan Effective Date, you are eligible on the that date.

Eligibility Waiting Period means the period you must be a Member before you become eligible for coverage.
The maximum Leave Of Absence Periods are as follows:

1. If you are on a Leave Of Absence due to a sabbatical or other leave and receive at least one-quarter of the Predisability Earnings paid to you immediately before the start of such leave, your coverage may be continued to the end of 24 months, or, if earlier, the end of such leave.

2. If you are on a Leave Of Absence for the purpose of either full-time study for an advanced degree, or work in the field of education or research such as a Fulbright Award, foundation grant, or government project, and receive less than one-quarter of the Predisability Earnings paid to you immediately before the start of such leave, your coverage may be continued to the end of 24 months, or, if earlier, the end of such leave.

3. If you are on a Leave Of Absence for Pregnancy, your coverage may be continued to the end of six months after the Pregnancy ends, or if earlier, the period approved by your Employer.

4. If you are on a Leave Of Absence due to a family or medical leave and continuation of coverage is required by a state-mandated family or medical leave act or law, your coverage may be continued to the end of 6 months, or, if later, the period required by the state act or law.

5. If you are on any other Leave Of Absence, your coverage may be continued to the end of 30 days, or if earlier, the period approved by your Employer.

Leave Of Absence means a period when you are absent from Active Work during which your coverage under the Group Policy will continue and employment will be deemed to continue, solely for the purposes of determining when your coverage ends, provided the required premiums for you are remitted and such a leave of absence for you is approved by your Employer and set forth in a written document that is dated on or before the leave is to start and shows that you are scheduled to return to Active Work.

During a Leave Of Absence your Predisability Earnings and your Own Occupation will be based on what was in effect on your last day of Active Work immediately before the start of your Leave Of Absence.

STD Benefit:

Class 1 and 3: 100% of your Predisability Earnings, reduced by Deductible Income.

Class 2: During the first 25 regularly scheduled work days of your Maximum Benefit Period: 100% of your Predisability Earnings, reduced by Deductible Income.

Thereafter: 80% of your Predisability Earnings, reduced by Deductible Income.

Maximum: $15,000 before reduction by Deductible Income.

Minimum: $15

Benefit Waiting Period: 5 regularly scheduled work days for Disability caused by accidental injury.

5 regularly scheduled work days for Disability caused by Physical Disease, Pregnancy or Mental Disorder.

Classes 1 and 3: STD Benefits are payable retroactive to the date you become Disabled.

Class 2: No STD Benefits are payable for the Benefit Waiting Period.
Maximum Benefit Period: Through the 180th calendar day of Disability begins but not beyond the date benefits become payable under the Plan Sponsor sponsored long term disability benefits plan.

If you are Disabled for less than one full week, we will pay one-fifth of the STD Benefit for each day of Disability.

MEMBER CONTRIBUTIONS

Coverage is: Noncontributory
STATEMENT OF COVERAGE

If you become Disabled while covered under the Plan, we will pay STD Benefits according to the terms of the Plan after we receive Proof Of Loss satisfactory to us.

BECOMING COVERED

To become insured you must be a Member, complete your Eligibility Waiting Period, and meet the requirements in Active Work Provisions and When Your Coverage Becomes Effective.

You are a Member if you are:

1. A regular employee of the Employer;
2. Covered under the Employer's optional retirement plan;
3. Actively At Work at least 20 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as you are capable of Active Work on those days); and
4. A citizen or resident of the United States or Canada.

You are not a Member if you are a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

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

WHEN YOUR COVERAGE BECOMES EFFECTIVE

The Coverage Features states whether your coverage is Contributory or Noncontributory.

A. When Coverage Becomes Effective:

1. Noncontributory Coverage
   Subject to the Active Work Provisions, your Noncontributory coverage becomes effective on the date you become eligible.

2. Contributory Coverage
   You must apply in writing for Contributory coverage and agree to pay Member contributions. Subject to the Active Work Provisions, your coverage becomes effective on:
   1. The date you become eligible, if you apply on or before that date;
   2. The date you become eligible, if you apply within 31 days after you become eligible; or
   3. The date we approve your Medical History, if you apply more than 31 days after you become eligible (late application).

3. Coverage Subject To Satisfactory Medical History
   Subject to the Active Work Provisions, coverage subject to satisfactory Medical History becomes effective on the date we approve your Medical History.

B. Medical History Statement Requirement
   A Medical History Statement satisfactory to us is required:
   a. For late application for Contributory coverage.
b. For Members eligible for more than 31 days but not covered under the Prior Plan.
c. For reinstatements if required.

Providing a Medical History Statement means you must:
1. Complete and sign our Medical History Statement;
2. Sign our form authorizing us to obtain information about your health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about your medical history that we may reasonably require.

**ACTIVE WORK PROVISIONS**

**A. Active Work Requirement**

You must be capable of Active Work on the day before the scheduled effective date of your coverage or your coverage 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 coverage, your coverage 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 Material Duties of your Own Occupation at your Employer's usual place of business.

**B. Changes In Coverage**

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

**WHEN YOUR COVERAGE ENDS**

Your coverage ends automatically on the earliest of:

1. The date the last period ends for which a contribution was paid for your coverage.
2. The date the Plan terminates.
3. The date your employment terminates.
4. The date you cease to be a Member. However, your coverage will be continued during the following periods when you are absent from Active Work, unless it ends under any of the above.

a. During the first 90 days of a temporary or indefinite administrative or involuntary leave of absence or sick leave, provided your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member. A period when you are absent from Active Work as part of a severance or other employment termination agreement is not a leave of absence, even if you are receiving the same Predisability Earnings.

b. During any other temporary Leave Of Absence approved by your Employer in advance and in writing, but not to exceed the applicable Leave Of Absence Period shown in the Coverage Features. A period of Disability is not a leave of absence.

c. During the Benefit Waiting Period.

**REINSTATEMENT OF COVERAGE**

If your coverage 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 coverage will end. However, if you become a Member again immediately after the later of the dates in a. and b., below, the Eligibility Waiting Period will be waived.
   a. The date STD Benefits end;
   b. If you are covered under a group long term disability policy issued by us to the Policyowner, the date long term disability benefits end, provided the long term disability benefits are payable for the same Disability.

2. If you cease to be a Member because of a Disability that is not covered solely because of the exclusion for work related Disabilities for which worker's compensation benefits are payable, your coverage will end. However, if you become a Member again immediately, the Eligibility Waiting Period will be waived.

3. If your coverage ends because you cease to be a Member for any reason other than item 1 or 2 above, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.

4. If your coverage ends because you fail to make a required Member contribution, you must provide a satisfactory Medical History Statement to become covered again.

5. If your coverage 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 coverage will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

6. In no event will coverage be retroactive.

**DEFINITION OF DISABILITY**

You are Disabled if you meet the following Own Occupation definition of Disability.

You are required to be Disabled only from your Own Occupation. You are Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder:

1. You are unable to perform with reasonable continuity the Material Duties of your Own Occupation; and

2. You suffer a loss of at least 20% in your Predisability Earnings when working in your Own Occupation.

Note: You are not Disabled merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license.

You may work in another occupation while you meet the Own Occupation definition of Disability. However, you will no longer be Disabled when your Work Earnings from another occupation exceed 80% of your Predisability Earnings.

Your Work Earnings may be Deductible Income. See Return To Work Provisions and Deductible Income.

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

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular
occupation, that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

RETURN TO WORK PROVISIONS

A. Return To Work Responsibility

No STD Benefits will be payable for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Predisability Earnings, but you elect not to work.

B. 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 STD Benefits are payable on that date.

Your Work Earnings will be Deductible Income as determined in 1., 2. and 3.

1. Determine the amount of your STD Benefit as if there were no Deductible Income, and add your Work Earnings to that amount.

2. Determine 100% of your Predisability Earnings.

3. If 1. is greater than 2., the difference will be Deductible Income.

C. Work Earnings Definition

Work Earnings means your gross weekly earnings from work you perform while Disabled, plus the earnings you could receive if you worked as much as you are able to, considering your Disability, in work that is reasonably available in your Own Occupation. Work Earnings includes sick pay, vacation pay, annual or personal leave 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 weekly, 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 week to week, we may determine your Work Earnings by averaging your earnings over the most recent four-week period. You will no longer be Disabled when your average Work Earnings over the last four weeks exceed 80% of your Predisability Earnings.

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 in an amount agreed to by us, 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.

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 during the Maximum Benefit Period, 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 Period

The allowable period of recovery during the Maximum Benefit Period is: a total of 30 days for each period of recovery.

B. Effect Of Temporary Recovery

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

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

**WHEN STD BENEFITS END**

Your STD 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 long term disability benefits become payable to you under a group long term disability policy issued by us, even if that occurs before the end of the Maximum Benefit Period.
5. The date benefits become payable to you under any other disability coverage plan under which you became insured through employment during a period of Temporary Recovery.
6. The date you fail to provide proof of continued Disability and entitlement to STD Benefits.

**PREDISABILITY EARNINGS**

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work. Any subsequent change in your earnings will not affect your Predisability Earnings.

Predisability Earnings means your weekly rate of earnings 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), 408(k), 408(p), or 457 deferred compensation arrangement; or
   b. An executive nonqualified deferred compensation arrangement.
2. Commissions averaged over the prior 52 weeks or over the period of your employment if less than 52 weeks.
4. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Predisability Earnings does not include:

1. Bonuses.
2. Overtime pay.
3. Your Employer’s contributions on your behalf to any deferred compensation arrangement or pension plan.
4. Any other extra compensation.

If you are paid on an annual contract basis, your weekly rate of earnings is one fifty-second (1/52nd) of your annual contract salary.

If you are paid hourly, your weekly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per week, but not more than 40 hours. If you do not have regular work hours, your weekly rate of earnings is based on the average number of hours you worked per week during the preceding 52 weeks (or during your period of employment if less than 52 weeks), but not more than 40 hours.

**DEDUCTIBLE INCOME**

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

1. Your Work Earnings, as described in the **Return To Work Provisions**.
2. Any amount you receive or are eligible to receive because of your disability under a state disability income benefit law or similar law.

3. Any amount you receive or are eligible to receive because of your disability under another group insurance coverage.

4. Any disability or retirement benefits you receive under your Employer’s retirement plan.

5. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while STD Benefits are payable.

6. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law.

7. Any amount you receive or are eligible to receive from or on behalf of a third party because of your disability, whether by judgement, settlement or other method. If you notify us before filing suit or settling your claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees.

8. 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. Group credit or mortgage disability insurance benefits.

6. Accelerated death benefits paid under a life insurance policy.

7. 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.

8. The following amounts under your Employer’s retirement plan:
   a. A lump sum distribution of your entire interest in the plan.
   b. Any amount which is attributable to your contributions to the plan.
   c. Any amount you could have received upon termination of employment without being disabled or retired.
RULES FOR DEDUCTIBLE INCOME

A. Weekly Equivalents

Each week we will determine your STD Benefit using the Deductible Income for the same weekly period, even if you actually receive the Deductible Income in another week.

If you are paid Deductible Income in a lump sum or by a method other than weekly, we will determine your STD Benefit using a prorated amount. 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.

B. Your Duty To Pursue Deductible Income

You must pursue Deductible Income for which you may be eligible. 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. Otherwise, we may reduce your STD Benefits by the amount we estimate you would be eligible to receive upon proper pursuit of the Deductible Income.

C. 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.

D. Overpayment Of Claim

We will notify you of the amount of any overpayment of your claim under the Plan and any group disability insurance policy. You must immediately repay any overpayment. You will not receive any STD Benefits until the overpayment has been repaid in full. In the meantime, any STD Benefits paid, including the Minimum STD 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.

BENEFITS AFTER COVERAGE ENDS OR IS CHANGED

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

1. Any amendment to the Plan that is effective after you become Disabled; or
2. Termination of the Plan after you become Disabled.

EFFECT OF NEW DISABILITY

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

1. STD Benefits will not continue beyond the end of the original Maximum Benefit Period.

2. All provisions of the Plan, including 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. Work Related

You are not covered for a Disability arising out of or in the course of any employment for wage or profit.

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.

E. Loss Of License Or Certification

You are not covered for a Disability caused or contributed to by the loss of your professional license, occupational license or certification.

LIMITATIONS

A. Care Of A Physician

You must be under the ongoing care of a Physician in the appropriate specialty as determined by us during the Benefit Waiting Period. No STD Benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician in the appropriate specialty as determined by us.

B. Occupational Benefits

No STD Benefits will be paid for any period when you are eligible to receive benefits for your Disability under a workers' compensation law or similar law. If your claim for these benefits is accepted, compromised or settled (whether disputed or undisputed), you must repay us for the full amount of any payments we make to you while your claim for occupational benefits is pending.

C. Paid Sick Leave Or Other Salary Continuation

No STD Benefits will be paid for any period when you are receiving paid sick leave pay, annual or personal leave pay, or other salary continuation, including donated amounts, (but not vacation pay) from your Employer.

D. Imprisonment

No STD Benefits will be paid for any period of Disability when you are confined for any reason in a penal or correctional institution.

E. Return To Work Responsibility

No STD Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Predisability Earnings, but you elect not to work.

F. Rehabilitation Program

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

A. Filing A Claim

Claims should be filed on our forms. If you do not receive our forms within 15 days after you ask for them, 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.

B. 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 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.

C. Proof Of Loss

Proof Of Loss means written proof that you are Disabled and entitled to STD 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.

D. 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.

E. 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 STD Benefits if you fail to attend an examination or cooperate with the examiner.

F. Time Of Payment

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

STD Benefits will be paid to you at the end of each week you qualify for them. STD Benefits remaining unpaid at your death will be paid to your estate.

G. 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 Plan 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.

f. Information concerning your right to bring a civil action for benefits under section 502(a) of ERISA if your claim is denied on review.

H. 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 Plan 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.
e. Information concerning your right to bring a civil action for benefits under section 502(a) of ERISA.

The Plan does not provide voluntary alternative dispute resolution options. However, you may contact your local U.S. Department of Labor Office for assistance.

1. Assignment

The rights and benefits under the Plan are not assignable.

**ALLOCATION OF AUTHORITY**

We have full and exclusive authority to control and manage the Plan, to administer claims, and to interpret the Plan and resolve all questions arising in its administration, interpretation, and application of the Plan.

Our authority includes, but is not limited to:

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

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

**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 may be brought more than five years after the earlier of:

1. The date we receive Proof Of Loss; and
2. The time within which Proof Of Loss is required to be given.

**CLERICAL ERROR**

Clerical error by us, your Employer, Claims Administrator or their respective employees or representatives will not:

1. Cause a person to become covered.
2. Invalidate coverage under the Plan otherwise validly in force.
3. Continue coverage under the Plan otherwise validly terminated.

**TERMINATION OR AMENDMENT OF THE PLAN**

We may terminate the Plan in whole or in part, and may terminate coverage for any class or group of Members, at any time.
Benefits under the Plan are limited to its terms, including any valid amendment. No change in the Plan will be valid unless approved by us and evidenced by an amendment.

No agent has authority to change the Plan or to waive any of its provisions.

Any such change or amendment of the Plan 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 STD Benefits become payable. No STD Benefits are payable for the Benefit Waiting Period. See **Coverage Features**.

Contributory means coverage under the Plan is elective and Members pay all or part of the cost of coverage.

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 coverage. See **Coverage Features**.

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.

Injury means an injury to your body.

Maximum Benefit Period means the longest period for which STD 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 STD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See **Coverage Features**.

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.

Noncontributory means (a) coverage under the Plan is nonelective and we or the Employer pay the entire cost of coverage; or (b) we require all eligible Members who meet the Active Work requirement to have coverage and to pay all or part of the cost of coverage.

Physician means a licensed medical professional acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent or child of either you or your spouse.

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

Plan means the short term disability income benefit plan established by Plan Sponsor and identified by the ATP Number.

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

Prior Plan means your Employer's short term disability plan in effect on the day before the effective date of your Employer's coverage under the Plan and which is replaced by the Plan.

STD Benefit means the weekly benefit payable to you under the terms of the Plan.