



## STANDARD INSURANCE COMPANY

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

### CERTIFICATE GROUP SHORT TERM DISABILITY INSURANCE

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Policyholder:	Miami-Dade County Public Schools
Policy Number:	758361-B
Effective Date:	January 1, 2020

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

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate.

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

A handwritten signature in black ink, appearing to read "J. Greg Rosen".

Chairman, President and CEO

## Table of Contents

COVERAGE FEATURES .....	1
GENERAL POLICY INFORMATION .....	1
BECOMING INSURED .....	1
PREMIUM CONTRIBUTIONS.....	2
SCHEDULE OF INSURANCE.....	2
DISABILITY PROVISIONS .....	3
EXCLUSIONS AND LIMITATIONS.....	3
OTHER PROVISIONS .....	3
INSURING CLAUSE.....	4
DEFINITION OF DISABILITY .....	4
RETURN TO WORK INCENTIVE .....	4
REHABILITATION PLAN PROVISION.....	5
TEMPORARY RECOVERY.....	5
WHEN STD BENEFITS END .....	5
PREDISABILITY EARNINGS.....	6
DEDUCTIBLE INCOME .....	6
RULES FOR DEDUCTIBLE INCOME.....	7
BENEFITS AFTER INSURANCE ENDS OR IS CHANGED .....	7
EFFECT OF NEW DISABILITY .....	7
EXCLUSIONS.....	7
LIMITATIONS .....	8
CLAIMS .....	8
ALLOCATION OF AUTHORITY .....	10
TIME LIMITS ON LEGAL ACTIONS .....	10
INCONTESTABILITY PROVISIONS .....	10
WHEN YOUR INSURANCE BECOMES EFFECTIVE .....	11
ACTIVE WORK PROVISIONS .....	11
WHEN YOUR INSURANCE ENDS.....	12
CONTINUED INSURANCE DURING SCHOOL VACATIONS .....	13
REINSTATEMENT OF INSURANCE.....	13
CLERICAL ERROR AND MISSTATEMENT .....	13
TERMINATION OR AMENDMENT OF THE GROUP POLICY .....	13
DEFINITIONS.....	14

## Index of Defined Terms

Active Work, Actively At Work, 12

Benefit Waiting Period, 2, 14

Class Definition, 1

Contributory, 14

Deductible Income, 6

Disability, 4

Disabled, 4

Eligibility Waiting Period, 14

Employer(s), 1

Evidence Of Insurability, 14

Family Status Change, 11

Group Policy, 14

Group Policy Effective Date, 1

Group Policy Number, 1

Injury, 14

Leave Of Absence Period, 3

LLC Owner-Employee, 14

Material Duties, 4

Maximum Benefit Period, 3, 14

Maximum STD Benefit, 2

Minimum STD Benefit, 2

Noncontributory, 14

Partial Disability Income Percentage, 3

Partially Disabled, 4

PC Partner, 14

Physician, 14

Policyholder, 1

Predisability Earnings, 6

Pregnancy, 14

Prior Plan, 15

Proof Of Loss, 8

STD Benefit, 15

Temporary Recovery, 5

War, 7

Work Earnings, 4

## COVERAGE FEATURES

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

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### GENERAL POLICY INFORMATION

Group Policy Number:	758361-B
Policyholder:	Miami-Dade County Public Schools
Employer(s):	Miami-Dade County Public Schools
Group Policy Effective Date:	January 1, 2020
Policy Issued in:	Florida

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### BECOMING INSURED

To become insured you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Active Work Provisions** and **When Your Insurance Becomes Effective**.

Definition of Member: All Active Employees who are compensated by the Board in accordance with the Board's general practices and all Part-time Payroll Codes B, E, F, L Employees who are members of Bargaining Units 0, 1, 3, 4, 5, 6, 8 and 9 and in active employment in the United States with the Employer excluding temporary, leased or seasonal employees.

Full-time Employment: at least 25 hours weekly

Part-time Employment: at least 10 hours weekly

Class Definition:

Class 1: Full-time Members

Class 2: Part-time Members

Eligibility Waiting Period: You are eligible on one of the following dates, but not before the Group Policy Effective Date:

Class 1: If you are a Member on the Group Policy Effective Date, you are eligible on that date.

Plan 1: If you become a Member after the Group Policy Effective Date, you are eligible on the date you become a Member.

Plan 2: If you become a Member after the Group Policy Effective Date, you are eligible on the date you become a Member.

Class 2: If you are a Member on the Group Policy Effective Date, you are eligible on that date.

Plan 1: If you become a Member after the Group Policy Effective Date, you are eligible on the date you become a Member.

Plan 2: If you become a Member after the Group Policy Effective Date, you are eligible on the date you become a Member.

Evidence Of Insurability: Required:

- a. For late application for Contributory insurance.
- b. For reinstatements if required.

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## PREMIUM CONTRIBUTIONS

Insurance is:

Plan 1:

Class 1: Noncontributory

Class 2: Contributory

Plan 2:

Class 1: Contributory. You and your Employer share the cost of coverage. Employer contribution level determines the taxability of the benefit amount.

Class 2: Contributory

The cost of insurance may be funded by contributions to an IRC Section 125 Cafeteria Plan.

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## SCHEDULE OF INSURANCE

STD Benefit:

**Class 1: You may be insured under either Plan 1 or Plan 2. You will be insured under Plan 1 unless you are insured under Plan 2. If you cease paying premiums for Plan 2, you will be insured automatically under Plan 1.**

**Class 2: You may enroll in either Plan 1 or Plan 2.**

Plan 1: 60% of the first \$833 of your Predisability Earnings, before reduction by Deductible Income.

Plan 2:

Class 1: 60% of the first \$1,667 of your Predisability Earnings, before reduction by Deductible Income.

Class 2: 60% of the first \$833 of your Predisability Earnings, before reduction by Deductible Income.

Maximum:

Plan 1: \$500 before reduction by Deductible Income.

Plan 2:

Class 1: \$1,000 before reduction by Deductible Income.

Class 2: \$500 before reduction by Deductible Income.

Minimum:

\$25

Benefit Waiting Period:

For Disability caused by  
accidental Injury:

Plan 1: 30 days  
Plan 2: 15 days

For Disability caused by  
Physical Disease, Pregnancy  
or Mental Disorder:

Plan 1: 30 days  
Plan 2: 15 days

However, you will be credited for time served under the Prior Plan's benefit waiting period when your Disability is a recurrent disability under the Prior Plan's recurrent disability provisions.

Maximum Benefit Period:

Plan 1: 22 weeks  
Plan 2: 24 weeks

However, STD Benefits will end on the date long term disability benefits become payable to you under a group plan provided by your Employer, even if that occurs before the end of the Maximum Benefit Period.

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

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### DISABILITY PROVISIONS

Partial Disability: Covered. The Partial Disability Income Percentage is 80% of your Predisability Earnings.

See **Definition Of Disability** for more information.

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### EXCLUSIONS AND LIMITATIONS

Work Related Disability Exclusion: Yes

See **Exclusions** and **Limitations** for these and other exclusions and limitations.

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### OTHER PROVISIONS

Daily Hospital Benefit: No

First Day Hospital Benefit: No

Leave Of Absence Period: The period of time allowable in accordance with the applicable Collective Bargaining Agreement for Union Employees or the School Board Administrative Policy for Non-Union Employees, or less.

Predisability Earnings based on: Earnings in effect on your last full day of Active Work.

## **INSURING CLAUSE**

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

### **DEFINITION OF DISABILITY**

You are Disabled if you meet either of the following definitions:

- A. Definition Of Disability; or
- B. Definition Of Partial Disability.

A. Definition Of Disability

You are Disabled if, as a result of Physical Disease, Injury, Pregnancy, or Mental Disorder you are unable to perform with reasonable continuity the Material Duties of your Own Occupation.

B. Definition Of Partial Disability

You are Partially Disabled when you work for your Employer but, as a result of Physical Disease, Injury, Pregnancy, or Mental Disorder are unable to earn more than the Partial Disability Income Percentage shown in the **Coverage Features**.

A portion of your Work Earnings will be Deductible Income. See **Return To Work Incentive** and **Deductible Income**.

Own Occupation means any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as your regular and ordinary employment with your Employer. Your Own Occupation is not limited to your job with your Employer.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by those engaged in a particular occupation.

### **RETURN TO WORK INCENTIVE**

A. During The Benefit Waiting Period

You may serve your Benefit Waiting Period while working for your Employer, if you meet either the Definition Of Disability or the Definition Of Partial Disability.

B. After The Benefit Waiting Period

You will remain eligible for STD Benefits while you are working if you meet the definition of Disability. Your Work Earnings will not be deducted from your STD Benefit, which is the benefit payable to you while you are working. It is proportional to your Loss Of Earnings during a period of Disability. Instead, they will be used to calculate your STD Proportionate Benefit. It is determined as follows:

- a. Determine your STD Benefit.
- b. Multiply it by your Loss Of Earnings, and
- c. Divide the result by your Indexed Predisability Earnings.

The STD Proportionate Benefit is paid in lieu of your STD Benefit.

Loss Of Earnings means your Predisability Earnings minus your Work Earnings.

Work Earnings means your gross weekly earnings from work you perform for your Employer while Disabled.

## **REHABILITATION PLAN PROVISION**

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

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

While you are participating in an approved Rehabilitation Plan, your STD Benefit will be increased by 5% of your Predisability Earnings. Your STD Benefit may not exceed the Maximum STD Benefit as shown in the **Coverage Features** as a result of this increase.

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

- A. Training and education expenses.
- B. Family care expenses.
- C. Job-related expenses.
- D. Job search expenses.

## **TEMPORARY RECOVERY**

You may temporarily recover from your Disability 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 allowable period.

### A. Allowable Period

The allowable period of recovery during the Maximum Benefit Period is a total of 90 days.

### B. Effect Of Temporary Recovery

If your Temporary Recovery does not exceed the allowable period, 1 through 4 below 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. Except as stated above, the provisions of the Group Policy 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 through 5 below.

- 1. The date you are no longer Disabled.
- 2. The date your Maximum Benefit Period ends.
- 3. The date you die.
- 4. The date you begin working for an employer other than your Employer, or become self-employed.
- 5. The date long term disability benefits become payable to you under a group long term disability policy issued by us.



## **PREDISABILITY EARNINGS**

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work unless a different date applies (see the **Coverage Features**). 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), or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.
3. Amounts contributed to a flexible spending account.

Predisability Earnings does not include:

1. Bonuses.
2. Commissions.
3. Overtime pay.
4. Shift differential pay.
5. Stock options or stock bonuses.
6. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
7. 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**

Deductible Income means:

1. Your Work Earnings, as described in the **Return To Work Incentive**.
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 earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while STD Benefits are payable.
4. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law.
5. 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.

## **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. See **Claims**.

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

During each period of continuous Disability, we will pay STD Benefits according to the terms of the Group Policy in effect on the date you become Disabled. Your right to receive STD Benefits for a period of Disability which begins while you are insured will not be affected by:

1. Termination of the Group Policy after you become Disabled;
2. Termination of your insurance while the Group Policy remains in force; or
3. Any amendment to the Group Policy approved after the date 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 Group Policy, including the Exclusions and Limitations sections will apply to the new cause of Disability.

## **EXCLUSIONS**

### **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, if you are receiving benefits for the disability under any workers' compensation or occupational disease law.

## **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 receiving benefits 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 or other salary continuation (but not vacation pay) from your Employer.

## **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.

### 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. Overpayment Of Claim

We will notify you of the amount of any overpayment of your claim under any group disability insurance policy issued by us. You must immediately repay us. You will not receive any STD Benefits until we have 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.

#### H. Notice Of Decision On Claim

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

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

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

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

- a. The reasons for our decision.
- b. Reference to the parts of the Group Policy on which our decision is based.
- c. A description of any additional information needed to support your claim.
- d. Information concerning your right to a review of our decision.

#### I. Review Procedure

You must request in writing a review of a denial of all or part of your claim within 60 days after you receive notice of the denial.

When you request a review, you may send us written comments or other items to support your claim. You may review any non-privileged information that relates to your request for review.

We will review your claim promptly after we receive your request. We will send you a notice of our decision within 60 days after we receive your request, or within 120 days if special circumstances require an extension. We will state the reasons for our decision and refer you to the relevant parts of the Group Policy.

#### J. Assignment

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

## **ALLOCATION OF AUTHORITY**

Except for those functions which the Group Policy specifically reserves to the Policyholder, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in its administration, interpretation, and application.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
3. The right to determine:
  - a. Eligibility for insurance;
  - b. Entitlement to benefits;
  - c. 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 Group Policy, 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 after expiration of the applicable statute of limitations from the earlier of:

1. The date we receive Proof Of Loss; and
2. The end of the period within which Proof Of Loss is required to be given.

## **INCONTESTABILITY PROVISIONS**

### **A. Incontestability Of Member's Insurance**

Any statement you make to obtain insurance is a representation and not a warranty.

No misrepresentation by you will be used to reduce or deny your claim unless:

1. Your insurance would not have been approved if we had known the truth; and
2. We have given you a copy of a written instrument signed by you which contains your misrepresentation.

After your insurance has been in effect for two years, we will not use a misrepresentation by you to reduce or deny your claim, unless it was a fraudulent misrepresentation.

### **B. Incontestability Of Group Policy**

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

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

1. The Group Policy would not have been issued if we had known the truth; and

2. We have given the Policyholder or Employer a copy of a written instrument signed by the Policyholder or Employer which contains the misrepresentation.

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

## **WHEN YOUR INSURANCE BECOMES EFFECTIVE**

The **Coverage Features** states whether your insurance is Contributory or Noncontributory.

### A. Noncontributory Insurance

Subject to the **Active Work Provisions**, your Noncontributory insurance becomes effective on the date you become eligible.

### B. Contributory Insurance

You must apply in writing for Contributory insurance and agree to pay premiums. Subject to the **Active Work Provisions**, your insurance becomes effective on:

1. The date you become eligible, if you apply on or before that date;
2. The date you apply, if you apply within 31 days after you become eligible; or
3. The date we approve your Evidence Of Insurability, if you apply more than 31 days after you become eligible (late application).

If you were eligible but not insured for Contributory coverage under the Prior Plan on the day before the Group Policy Effective Date, Evidence Of Insurability will not be required to become insured for Contributory insurance on the Group Policy Effective Date, provided you apply during the open enrollment period beginning November 26, 2019 and ending December 10, 2019, or during the open enrollment appeals period beginning January 7, 2020 and ending January 14, 2020.

If you are eligible but not insured, Evidence of Insurability will not be required to become insured for Contributory insurance if you apply within 31 days of a Family Status Change.

Family Status Change means a Change of Status as defined under your Employer's IRC Section 125 Cafeteria Plan. The change must be allowed by your Employer's IRC Section 125 Cafeteria Plan.

### C. Insurance Subject To Evidence Of Insurability

Subject to the **Active Work Provisions**, insurance subject to Evidence Of Insurability becomes effective on the later of the first day of the next plan year or the date we approve Evidence Of Insurability.

### D. Takeover Provisions

1. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.
2. You must submit satisfactory Evidence Of Insurability to become insured for insurance if you were eligible for insurance under the Prior Plan for more than 31 days but were not insured.

## **ACTIVE WORK PROVISIONS**

### A. Active Work Requirement

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

Active Work and Actively At Work mean performing the Material Duties of your Own Occupation at your Employer's usual place of business.

You will also meet the Active Work requirement if:

1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
2. You were Actively At Work on your last scheduled work day before the date of your absence; and
3. You were capable of Active Work on the day before the scheduled effective date of your insurance.

#### B. Changes In Insurance

This Active Work requirement also applies to any increase in your insurance. However, if you return to Active Work during a period of Disability or Temporary Recovery (see **Temporary Recovery**), you will not qualify for any change in insurance caused by a change in:

1. Your status as a member of a class;
2. The rate of earnings used to determine your Predisability Earnings; or
3. The terms of the Group Policy.

### **WHEN YOUR INSURANCE ENDS**

Your insurance ends automatically on the earliest of:

1. The date the last period ends for which you made a premium contribution, if your insurance is Contributory.
2. The date the Group Policy terminates.
3. The date your employment terminates. However, if you are temporarily laid off by the Employer due to lack of work, your coverage may be continued for the period of time allowable in accordance with the applicable Collective Bargaining Agreement for Union Employees or the School Board Administrative Policy for Non-Union Employees.
4. The date you cease to be a Member. However, if you cease to be a Member because you are not working the required minimum number of hours, your insurance will be continued during the following periods, unless it ends under 1 through 3 above.
  - a. While your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member.
  - b. During the Benefit Waiting Period and while STD Benefits are payable.
  - c. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
  - d. During any other leave of absence approved by your Employer in advance and in writing and scheduled to last the Leave Of Absence Period shown in the **Coverage Features**.

## **CONTINUED INSURANCE DURING SCHOOL VACATIONS**

If you cease to be a Member because of a school break or vacation, your insurance will be continued during that period.

## **REINSTATEMENT OF INSURANCE**

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

1. If your insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
2. If your insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
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.

## **CLERICAL ERROR AND MISSTATEMENT**

### **A. Clerical Error**

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

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

### **B. The Policyholder and your Employer act on their own behalf as your agent, and not as our agent.**

### **C. Misstatement Of Age**

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

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

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

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

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



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

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

## **DEFINITIONS**

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

Contributory means you pay all or part of the premium for your insurance.

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

Providing Evidence Of Insurability 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. At your expense, provide any additional information about your insurability that we may reasonably require.

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

Injury means an injury to your body.

L.L.C. Owner-Employee means an individual who owns an equity interest in an Employer and is actively employed in the conduct of the Employer's business.

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 the cause (including any biological or biochemical disorder or imbalance of the brain) or the presence of physical symptoms. Mental Disorder includes, but is not limited to, bipolar affective disorder, organic brain syndrome, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, anxiety and anxiety disorders.

Noncontributory means the Policyholder or Employer pays the entire premium for your insurance.

P.C. Partner means the sole active employee and majority shareholder of a professional corporation in partnership with the Policyholder.

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

Physician means a licensed M.D. or D.O., 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.

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

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

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

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