

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company
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People. Not Just Policies.®

CERTIFICATE:

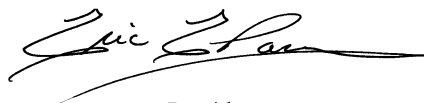
GROUP SHORT TERM DISABILITY INSURANCE

Policyowner:	The State of Oregon by and through its Public Employee's Benefit Board
Policy Number:	442210-C
Effective Date:	January 1, 1993

A Group Policy has been issued to the Policyowner. We certify that you will be insured as provided by the terms of the Group Policy. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyowner 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.

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



President

GC190-STD

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Index of Defined Terms

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COVERAGE FEATURES

This section shows 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.

GENERAL POLICY INFORMATION

Group Policy Number: 442210-C

Policyowner: The State of Oregon by and through its Public Employee's Benefit Board

Employer(s): State Of Oregon

Group Policy Effective Date: January 1, 1993

State of Issue: Oregon

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: You are a Member if you are an active employee of the Employer who is regularly scheduled to work and who meets the terms of eligibility outlined in the PEBB Administrative Rules.

You are not a Member if you are:

1. An employee scheduled to work less than 90 days or a temporary employee; or
2. A full time member of the armed forces of any country.

Class Definition: Not applicable

Eligibility Waiting Period: You are eligible on the appropriate date determined below:

Elected or appointed officials: You are eligible on the first day of the month following the month in which you take your oath of office.

All other Members: You are eligible on the date you become a Member.

SCHEDULE OF INSURANCE

STD Benefit: 60% of the first \$2,769 of your Predisability Earnings, reduced by Deductible Income.

Maximum: \$1,662 before reduction by Deductible Income (See **Limitations** for limitations on sick leave).

Benefit Waiting Period: Your Benefit Waiting Period is A, B, C, whichever is longest, where:

A = 7 days if your Disability is due to Sickness or

Pregnancy.

B = 0 days if your Disability is due to accidental Injury.

C = The period ending on the last day before you were scheduled to return to work, if you become Disabled while you are scheduled to be away from work under the terms of your employment.

Maximum Benefit Period:

If Preexisting Condition
Limitation applies: 4 weeks

If Preexisting Condition
Limitation does not apply: 13 weeks

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

DISABILITY PROVISIONS

Partial Disability: Covered. The Partial Disability Income Percentage is 50% of your Predisability Earnings.

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

EXCLUSIONS AND LIMITATIONS

Preexisting Condition Limitation: Yes

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

OTHER PROVISIONS

Leave of Absence Provision: Insurance is continued during a sabbatical or a leave of absence for the purpose of special research scheduled to last 15 months or less.

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

PREMIUM CONTRIBUTIONS

Insurance is: Contributory

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.

ST.IC.01

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 Sickness, Injury or Pregnancy, 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 Sickness, Injury or Pregnancy, are unable to earn more than the Partial Disability Income Percentage shown in the **Coverage Features**.

Note: You may work for your Employer while you meet the definition of Disability. However, you will no longer be Disabled when your earnings from any occupation exceed your Partial Disability Income Percentage.

One half of your Work Earnings will be Deductible Income. See **Return To Work Incentive and Deductible Income**.

ST.DD.01X

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 are eligible for the Return To Work Incentive on the first day you work for your Employer after the Benefit Waiting Period if STD Benefits are payable on that date.

One half of your Work Earnings will be Deductible Income.

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

ST.RW.01

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 14 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.

ST.TR.02

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.

ST.BE.01

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 **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), or 457 deferred compensation arrangement;
or
 - b. An executive nonqualified deferred compensation arrangement.

2. Grant assistance wages
3. Stipends
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. Your State Paid Benefit Dollars in excess of your premiums for medical insurance, dental insurance and the first \$50,000 of group life insurance.
5. Any other extra compensation.

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

If you are paid hourly, your hourly pay rate is multiplied by the average number of hours you worked per week during the preceding 13 weeks (or during your period of employment if less than 13 weeks), but not more than 40 hours.

ST.PD.01X

DEDUCTIBLE INCOME

Deductible Income means:

1. Your Work Earnings, as described in the **Return To Work Incentive**.
2. The amount of any benefits you receive or are eligible to receive under any other short term disability program which, when added to the amount of your STD Benefit, exceeds 75% of your Predisability Earnings.
3. 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.

ST.DI.01X

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**.

ST.RU.01

WAIVER OF PREMIUM

Your insurance will continue without payment of premiums while STD Benefits are payable.

LT.WP.01X

BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

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.

ST.BA.01

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.

ST.ND.01

EXCLUSIONS

A. 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.

B. Work Related

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

ST.EX.01X

LIMITATIONS

A. Care Of A Physician

You must be under the ongoing care of a Physician 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.

B. Occupational Benefits

No STD Benefits will be paid for any period when you are eligible to receive 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. Sick Leave

- (1) If you have a sick leave balance (including donated leave) in excess of 40 hours and you are eligible to receive STD Benefits, the amount of your STD Benefit will be \$25.
- (2) If you (a) have a sick leave balance (including donated leave) of 40 hours or less; (b) are receiving paid sick leave from the Employer; and (c) are eligible to receive STD Benefits, the amount of your STD Benefit will be \$25.

D. Working

No STD Benefits will be paid for any period: (a) when you are working for wage or profit for any employer other than your Employer; or (b) when you are self-employed. This limitation applies whether you are working in your own or another occupation.

E. 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.

F. Preexisting Condition

Your STD Benefit will be limited as shown in the **Coverage Features** if your Disability is caused or contributed to by a Preexisting Condition. However, this limitation will not apply if you meet rules 1 and 2 below on the date you become Disabled.

1. You have been continuously insured under the Group Policy for at least 24 months.
2. You have been Actively At Work at least one full day after those 24 months.

Preexisting Condition means a mental or physical condition for which you have done any of the following during the 180-day period just before the effective date of your insurance under the Group Policy:

1. Consulted a Physician;
2. Received medical treatment or services; or
3. Taken prescribed drugs or medications.

ST.LM.01X

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

At your expense, you must submit completed claims statements, your signed authorization for us to obtain information, and any other items we may reasonably require in support of your claim. If you do not provide the documentation within 60 days after we mail you 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

You will receive a written decision on your claim within a reasonable time after we receive your claim.

If you do not receive our decision within 90 days after we receive your claim, you will have an immediate right to request a review as if your claim had been denied.

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

1. The reasons for our decision;
2. Reference to the parts of the Group Policy on which our decision is based;
3. A description of any additional information needed to support your claim; and
4. 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.

ST.CL.01

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 three years after 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.

ST.TL.01

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 Policyowner or Employer to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyowner 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 Policyowner or Employer a copy of a written instrument signed by the Policyowner 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.

ST.IN.01

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 to the Policyowner by signing a completed enrollment card. The Policyowner determines the amount of your contribution toward the cost of your insurance.

You may apply for insurance (a) within 60 days after you become eligible, (b) within 60 days of a change in family status as determined by your Employer, or (c) during your Employer's annual enrollment period.

Subject to the **Active Work Provisions**, your insurance becomes effective on:

1. The first day of the month next following the date your application is received by your Employer if you apply within 60 days after you become eligible for insurance.
2. The later of (a) the date of a change in family status as determined by your Employer, and (b) first day of the month next following the date your application is received by your Employer if you apply within 60 days of a change in family status.
3. The first day of the Employer's plan year following the date you apply if you apply for insurance during your Employer's annual enrollment period.

C. Takeover Provisions

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.

ST.EF.01X

ACTIVE WORK PROVISIONS

A. Active Work Requirement

If you are incapable of Active Work because of Sickness, Injury or Pregnancy 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.

ST.AW.02

WHEN YOUR INSURANCE ENDS

Your insurance ends automatically on the earliest of:

1. The date the Group Policy terminates.
2. The last day of the last period for which you made the required premium contribution.
3. The last day of the calendar month in which your employment terminates. However, if premium payment for the next period of insurance is made prior to the date your employment terminates, the last day of the calendar month next following the month in which your employment terminates.
4. The last day of the calendar month in which you cease to be a Member. However, if premium payment for the next period of insurance is made prior to the date you cease to be a Member, the last day of the calendar month next following the month in which you cease to be a Member. 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 items 1. through 3. above:

A. Members employed by the Oregon University System:

- (1) While you are receiving full salary (including sick pay) from your Employer.
- (2) During the first 90 days in which your Employer mandates that you involuntarily work less than half-time.
- (3) During the Benefit Waiting Period and while STD Benefits are payable.
- (4) During the first 15 months of an approved sabbatical leave of absence or an approved temporary leave of absence for the purpose of conducting special research, subject to the following provisions:
 - (a) The leave of absence must be approved in writing by your Employer prior to the beginning of the leave of absence. The written approval must contain the date you are scheduled to return to work.
 - (b) You must pay the full premium for your Insurance continued under this provision by the first day of each calendar month during your leave of absence. Your Insurance under this provision will automatically end on the last day of the last period for which you made the required premium contribution for your continued Insurance.
 - (c) Your Insurance will end on your scheduled date to return to work if you are not Actively At Work, unless you are Disabled on that date.
 - (d) If you become Disabled during an approved sabbatical leave of absence, the Predisability Earnings used to compute the amount of your STD Benefit during your sabbatical leave of absence and for the period of time after your scheduled date to return to work equal to your Benefit Waiting Period will be determined according to your weekly rate of earnings in effect as of the first day of your sabbatical leave of absence. Thereafter, your Predisability Earnings while you remain Disabled will be determined according to your weekly rate of earnings in effect as of the day before your sabbatical leave of absence.
 - (e) If you become Disabled during an approved temporary leave of absence for the purpose of conducting special research, your Benefit Waiting Period will be the longer of (i) your Benefit Waiting Period as described in the **Coverage Features** and (ii) the period ending on your scheduled date to return to work. The Predisability Earnings used to compute the amount of your STD Benefit will be determined according to your weekly rate of earnings in effect on the day before your approved leave of absence.
- (5) During a leave of absence if continuation of your insurance under the Group Policy is required by the state-mandated family or medical leave act or law.

B. All other Members:

- (1) While your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member.
- (2) During the first 90 days in which your Employer mandates that you involuntarily work less than half-time.
- (3) During the Benefit Waiting Period and while STD Benefits are payable.
- (4) During a leave of absence if continuation of your insurance under the Group Policy is required by the state-mandated family or medical leave act or law.

ST.EN.16X

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 fail to make the required premium contribution, you must apply for insurance again during the times specified by your Employer.
2. If your insurance ends because you cease to be a Member due to a non-occupational injury or sickness, you will be eligible for insurance on the first day of the calendar month following the first month during which you either: (a) work half-time; or (b) receive accrued paid leave (sick leave, compensatory time, vacation or personal leave) equal to half-time. Insurance will become effective on the later of (i) the date you become eligible, and (ii) the date you apply, provided you meet the Active Work requirement on that date.
3. If your insurance ends because you cease to be a Member due to an occupational injury or sickness for which you received Worker's Compensation benefits, you will be eligible for insurance on the first day of the calendar month following the date you become a Member again. Insurance will become effective on the later of (i) the date you become eligible, and (ii) the date you apply, provided you meet the Active Work requirement on that date.
4. If your insurance ends because you cease to be a Member due to any other reason and you become a Member again within twelve months, the Eligibility Waiting Period will be waived. You will become eligible for insurance on the first day of the calendar month following the month in which you work half-time.
5. If your insurance ends because you are on a federal or state-mandated family or medical leave of absence or a military leave of absence and you become a Member again immediately following the end of the leave, the Eligibility Waiting Period will be waived and your insurance will become effective retroactive to the first day of the month in which you return, provided you are capable of Active Work on that date.
6. The Preexisting Conditions Exclusion will be applied as if there had been no break in coverage in the following instances:
 - a. If you become insured again within 90 days.
 - b. If required by a state-mandated family or medical leave act or law and you become insured again immediately following the period allowed under the family or medical leave act or law.
 - c. If your insurance ended due to an occupational disability leave.
 - d. If your insurance ended because you were receiving long term disability benefits under Standard group policy 606717.

ST.RE.01X

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 Policyowner and identified by the Group Policy Number.

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**.

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

Physician means a licensed medical professional, other than yourself, acting within the scope of the license.

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

Sickness means your sickness, illness, or disease.

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

ST.DF.01