

# STANDARD INSURANCE COMPANY

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

## **CERTIFICATE AND SUMMARY PLAN DESCRIPTION: GROUP LONG TERM DISABILITY INSURANCE**

Policyholder:	County of Clackamas
Policy Number:	343201-C
Effective Date:	January 1, 1993

A Group Policy has been issued to the Policyholder. 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 Policyholder 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

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## COVERAGE FEATURES

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

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### GENERAL POLICY INFORMATION

Group Policy Number:	343201-C
Policyholder:	County of Clackamas
Employer(s):	County of Clackamas
Group Policy Effective Date:	January 1, 1998
State of Issue:	Oregon

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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: You are a Member if you are a citizen or resident of the United States or Canada and one of the following:

1. An active probationary or other employee of the Employer, regularly working at least 30 hours each week; or
2. An active probationary or other employee of the Employer, regularly working at least 18.75 hours each week in a Job Share arrangement; or
3. An elected official of the Employer.

You are not a Member if you are:

1. A member of the Peace Officers Association; or
2. A temporary or seasonal employee; or
3. A full time member of the armed forces of any country.

Class Definition: Class 1: Non-represented Members in a job share arrangement

Class 2: All other Members

Eligibility Waiting Period: You are eligible on the first day of the calendar month following two consecutive months as a Member.

Note: If you are a part-time employee of the Employer immediately prior to becoming a Member, your Eligibility Waiting Period will be reduced by any period of time served as a part-time employee.

Evidence of Insurability Required for:

- a. Late application for Contributory insurance.

- b. Reinstatements if required.
- c. Members eligible but not insured under the Prior Plan.

### PREMIUM CONTRIBUTIONS

For Class 1 Members, insurance is:                   Contributory

For Class 2 Members, insurance is:                Plan 1: Noncontributory

  Plan 2: Contributory

### SCHEDULE OF INSURANCE

LTD Benefit:    Plan 1: 60% of the first \$3,333 of your Predisability Earnings, reduced by Deductible Income.

  Plan 2: 60% of the next \$5,000 of your Predisability Earnings, reduced by Deductible Income

Maximum:    Plan 1: \$1,999.80 reduction by Deductible Income.

  Plan 2: \$3,000 before reduction by Deductible Income.

Minimum:    \$100 or 10% of your Maximum LTD Benefit before reduction by Deductible Income, whichever is greater. (Plan 1 and Plan 2 combined)

Plan 2 LTD Benefits, if any, are payable in addition to Plan 1 LTD Benefits.

Benefit Waiting Period:                            Self-Funded Period

Self-Funded Benefit Waiting Period:            The longer of (a) 30 days, or (b) the period for which sick leave benefits are payable under the Employer's sick leave program.

Self-Funded Period:                                The first 180 days of continuous Disability.

Insured Period:                                    Begins at the end of the Self- Funded Period and ends at the end of the Maximum Benefit Period.

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

Age	Maximum Benefit Period
61 or younger .....	To age 65, or 3 years 6 months, if longer.
62.....	3 years 6 months
63.....	3 years
64.....	2 years 6 months
65.....	2 years
66.....	1 year 9 months
67.....	1 year 6 months
68.....	1 year 3 months
69 or older .....	1 year

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## DISABILITY PROVISIONS

Own Occupation Period:	The first 24 months for which LTD Benefits are paid under the Plan.
Any Occupation Period:	From the end of the Own Occupation Period to the end of the Maximum Benefit Period.
Partial Disability:	Covered
Own Occupation Income Level:	80% of your Indexed Predisability Earnings.
Any Occupation Income Level:	60% of your Indexed Predisability Earnings.

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

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## EXCLUSIONS AND LIMITATIONS

Preexisting Condition Exclusion:	Yes
Preexisting Condition for Plan 1:	The 90 day period just before your insurance under Plan 1 becomes effective.
Exclusion Period for Plan 1:	12 months while insured under Plan 1
Preexisting Condition for Plan 2:	The 180 day period just before your insurance under Plan 2 becomes effective.
Exclusion Period for Plan 2:	12 months while covered under Plan 2.

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

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## DEDUCTIBLE INCOME

Salary Continuation Offset:	Sick Pay or other salary continuation payable to you by your Employer, but not including vacation pay.
Social Security Offset:	Full offset

See **Deductible Income** for this and other Deductible Income.

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## OTHER PROVISIONS

Survivors Benefit Amount:	A lump sum equal to 3 times your LTD Benefit without reduction by Deductible Income.
Estate Payment Allowed:	No
Conversion of Insurance:	No
COLA Benefit:	No
Special Dismemberment Provision:	Yes
Leave of Absence Provision:	30 days or less.
Continuity of Coverage:	Yes

Predisability Earnings based on:

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

## **INSURING CLAUSE**

The Policyholder has established a Plan and has agreed to provide LTD Benefits according to the terms of the Policyholder's Plan Document. The Policyholder is solely responsible for payment of LTD Benefits payable under the Plan during the Self-Funded Period. We are solely responsible for payment of LTD Benefits payable under the Plan during the Insured Period.

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

AS.IC.03

## **DEFINITION OF DISABILITY**

You are Disabled if you meet one of the following definitions during the period it applies:

- A. Own Occupation Definition of Disability;
- B. Any Occupation Definition of Disability; or
- C. Partial Disability Definition.

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 the 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 employers from those engaged in a particular occupation.

### A. Own Occupation Definition Of Disability

During the Self-Funded Benefit Waiting Period and the Own Occupation Period 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, you are unable to perform with reasonable continuity the Material Duties of 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, or because you suffer a loss of Predisability Earnings as a result of disclosure of any Physical Disease, Injury, Pregnancy or Mental Disorder.

### B. Any Occupation Definition Of Disability

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

You are Disabled from all occupations if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to perform with reasonable continuity the Material Duties of any gainful occupation for which you are reasonably fitted by education, training and experience.

### C. Partial Disability Definition

1. During the Self-Funded Benefit Waiting Period and the Own Occupation Period, you are Partially Disabled when you work in your Own Occupation but, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to earn the Own Occupation Income Level or more.
2. During the Any Occupation Period, you are Partially Disabled when you work in an occupation but, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to earn the Any Occupation Income Level, or more, in that occupation and in all other occupations for which you are reasonably fitted under the Any Occupation Definition of Disability.

You may work in another occupation while you meet the Own Occupation Definition of Disability. If you are Disabled from your Own Occupation, there is no limit on your Work Earnings in another occupation. Your Work Earnings may be Deductible Income. See **Return To Work Incentive** and **Deductible Income**.

Your Any Occupation Period, Any Occupation Income Level, Own Occupation Period, and Own Occupation Income Level are shown in the Coverage Features.

AS.DD.02

## SPECIAL DISMEMBERMENT PROVISION

If you suffer a Loss as a result of an accident, you will be considered Disabled for the applicable Minimum Benefit Period, even if this causes LTD Benefits to be paid beyond the end of the Maximum Benefit Period. You will not be considered Disabled for more than the longer Minimum Benefit Period with respect to all Losses from the same accident.

### A. Definition Of Loss

Loss means loss of hand, foot, or sight which:

1. Is caused solely and directly by an accident;
2. Occurs independently of all other causes;
3. Occurs within 90 days after the accident; and
4. Occurs while you are insured under the Group Policy, unless the Group Policy terminates after the accident and you are continuously Disabled from the date the Group Policy terminates to the date of the Loss.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint. With respect to sight, Loss means entire and irrecoverable loss of sight.

### B. Minimum Benefit Period

Your Minimum Benefit Period is determined as follows:

Loss	Minimum Benefit Period
One hand, one foot, or Sight of one eye	6 months
Two or more of the Above Losses	30 months

The Minimum Benefit Period begins on the date of the Loss. The Minimum Benefit Period counts as part of the Maximum Benefit Period.

During the Minimum Period your LTD Benefit will not be reduced by sick pay or other salary continuation paid to you by your Employer or by your Work Earnings.

### C. Exclusions

No LTD Benefit is payable under this provision if the Loss is caused or contributed to by any of the exclusions listed in the section entitled **Exclusions** or any of the following:

1. War or act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
2. Attempted suicide or other intentionally self-inflicted Injury, while sane or insane.

3. 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.
4. The voluntary use or consumption of any poison, chemical compound or drug, unless used or consumed according to the directions of a Physician.
5. Sickness or Pregnancy existing at the time of the accident.
6. Heart attack or stroke.
7. Legal intoxication as defined by the laws of the state, or use of a controlled substance unless administered on the advice of a Physician.
8. Medical or surgical treatment for any of the above.

LT.SD.03X

## **RETURN TO WORK INCENTIVE**

### **A. During The Self-Funded Benefit Waiting Period**

You may serve your Self-Funded Benefit Waiting Period while working, if you meet either the Own Occupation Definition of Disability or the Partial Disability Definition.

### **B. After The Self-Funded Benefit Waiting Period**

You are eligible for the Return To Work Incentive on the first day you work after the Self-Funded Benefit Waiting Period if LTD Benefits are payable on that date. The Return To Work Incentive changes 12 months after that date, as follows:

1. During the first 12 months, your Work Earnings will be Deductible Income as determined below:
  - a. Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your Work Earnings to that amount.
  - b. Determine 100% of your Indexed Predisability Earnings.
  - c. If a. is greater than b., the difference will be Deductible Income.
2. After those first 12 months, one half of your Work Earnings will be Deductible Income.

Work Earnings means your gross monthly earnings from work you perform while Disabled, including earnings from your Employer, any other employer, or self-employment. Your earnings will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than monthly, we will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, we will use a reasonable one. Work Earnings will not include any renewal commissions, overwriting renewal commissions, or service fees received on business sold before you become Disabled.

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## **TEMPORARY RECOVERY**

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

A. Allowable Periods

1. During the Self-Funded Period: a total of 5 days of recovery.
2. During the Insured Period: 180 days for each period of recovery.

B. Effect Of Temporary Recovery

If your Temporary Recovery does not exceed the Allowable Periods, 1 through 5 below will apply.

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

AS.TR.02X

### **WHEN LTD BENEFITS END**

Your LTD Benefits end automatically on the earliest of 1 through 4 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 benefits become payable under any other group long term disability insurance policy under which you become insured during a period of Temporary Recovery.

LT.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 the Coverage Features). Any subsequent change in your earnings will not affect your Predisability Earnings.

Predisability Earnings means your monthly 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. Longevity bonuses.

Predisability Earnings does not include:

1. Bonuses (other than longevity bonuses).
2. Commissions.
3. Overtime pay.
4. Shift differential.
5. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
6. Any renewal commissions, overwriting renewal commissions, or service fees.
7. Any other extra compensation.

If you are paid on an annual contract basis, your monthly rate of earnings is one-twelfth (1/12th) of your annual contract salary.

If you are paid hourly, your monthly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, but not more than 173 hours. If you do not have regular work hours, your monthly rate of earnings is based on the average number of hours you worked per month during the preceding 12 calendar months (or during your period of employment if less than 12 months), but not more than 173 hours.

LT.PD.27X

## **DEDUCTIBLE INCOME**

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

1. Sick pay or other salary continuation as shown in the **Coverage Features**.
2. Your Work Earnings, as described in the **Return To Work Incentive**.
3. Any amount you receive or are eligible to receive because of your disability, including amounts for partial or total disability, whether permanent, temporary, or vocational, under any of the following:
  - a. A workers' compensation law;
  - b. The Jones Act;
  - c. Maritime Doctrine of Maintenance, Wages or Cure;
  - d. Longshoremen's and Harbor Worker's Act; or
  - e. Any similar act or law.
4. Any amount you, your spouse, or your children under age 18 receive or are eligible to receive because of your disability or retirement under:
  - a. The Federal Social Security Act;
  - b. The Canada Pension Plan;
  - c. The Quebec Pension Plan;
  - d. The Railroad Retirement Act; or
  - e. Any similar plan, act, or law.

Benefits your spouse or children receive or are eligible to receive because of your disability are Deductible Income regardless of marital status, custody, or place of residence.

The **Coverage Features** states which one of the following options applies to your Social Security benefits.

- a. Full offset: Both the primary benefit (the benefit awarded to you) and dependents benefits are Deductible Income.
- b. Primary offset: Primary benefits are Deductible Income, but dependents benefits are not.
- c. Partial dependents offset: Primary benefits are Deductible Income. Dependents benefits are Deductible Income as determined below:
  - (1) Determine the amount of your LTD Benefit as if there were no Deductible Income, and add your dependents benefits to that amount.
  - (2) Multiply your Predisability Earnings by the dependents limit.
  - (3) If (1) is greater than (2), the difference will be Deductible Income.
5. Any amount you receive or are eligible to receive because of your disability under any state disability income benefit law or similar law.
6. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while LTD Benefits are payable.
7. Any amount you receive or are eligible to receive because of your disability under any other group insurance coverage.
8. Any disability or retirement benefits you receive or are eligible to receive under your Employer's retirement plan, including a public employee retirement system, a state teacher retirement system, and a plan arranged and maintained by a union or employee association for the benefit of its members.

If any of these plans has two or more payment options, the monthly income provided under the plan option you have selected will be Deductible Income. If you do not select a plan option, the option which comes closest to providing you a monthly income for life with no survivors benefit will be Deductible Income.
9. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.

LT.DI.25X

## **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. California Workers' Compensation benefits for permanent total or permanent partial disability.
6. Early retirement benefits under the Federal Social Security Act which are not actually received.
7. Group credit or mortgage disability insurance benefits.
8. Accelerated death benefits paid under a life insurance policy.
9. 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.
10. Benefits from a through h below.
  - a. Profit sharing plan.
  - b. Thrift or savings plan.
  - c. Deferred compensation plan.
  - d. Plan under IRC Section 401(k), 408(k), 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.

LT.ED.05

## **RULES FOR DEDUCTIBLE INCOME**

### **A. Monthly Equivalentents**

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

If you are paid Deductible Income in a lump sum or by a method other than monthly, we will determine your LTD Benefit using a prorated amount. 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 LTD 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 any group disability insurance policy issued by us. You must immediately repay us. You will not receive any LTD Benefits until we have been repaid in full. In the meantime, any LTD Benefits paid, including the Minimum LTD Benefit, will be applied to reduce the amount of the overpayment. We may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after we first mail you notice of the amount of the overpayment.

LT.RU.01

## **SURVIVORS BENEFIT**

If you die while LTD Benefits are payable under the Group Policy, we will pay a Survivors Benefit according to 1 through 4 below.

1. The amount of the Survivors Benefit is shown in the **Coverage Features**.
2. The Survivors Benefit will first be applied to reduce any overpayment of your claim.
3. The Survivors Benefit will be paid at our option to any one or more of the following:
  - a. Your surviving Spouse;
  - b. Your surviving unmarried children under age 25; or
  - c. Any person providing the care and support of any of them.
4. If you are not survived by a Spouse or an unmarried child under age 25, no Survivors Benefit will be paid unless payment to your estate is allowed as stated in the **Coverage Features**.

Spouse means:

1. A person to whom you are legally married; or
2. Your Domestic Partner. Domestic Partner means a individual with whom you have completed an affidavit of declaration of domestic partnership, submitted that affidavit to the Employer, and filed that affidavit for public record if required by law.

AS.SB.01X

## **WAIVER OF PREMIUM**

Your insurance will continue without payment of premiums while LTD Benefits are payable under the Group Policy.

AS.WP.03

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

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

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

LT.BA.03

## **EFFECT OF NEW DISABILITY**

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

1. LTD Benefits will not continue beyond the end of the original Maximum Benefit Period.
2. All provisions of the Group Policy, including the **Exclusions** and **Limitations** sections, will apply to the new cause of Disability.

LT.ND.01

## **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. Preexisting Condition

#### 1. Definition

Preexisting Condition means a mental or physical condition for which you have done any of the following at any time during the Preexisting Condition Period shown in the **Coverage Features**:

- a. Consulted a Physician;
- b. Received medical treatment or services; or
- c. Taken prescribed drugs or medications.

#### 2. Exclusion

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

- a. Have been continuously insured under the Group Policy for the entire Exclusion Period shown in the **Coverage Features**; and
- b. Have been Actively At Work for at least one full day after the end of the Exclusion Period.

LT.EX.01

## 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 LTD 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. Mental Disorder

Payment of LTD Benefits is limited to 24 months for each period of continuous Disability caused or contributed to by a Mental Disorder. However, if you are confined in a Hospital at the end of the 24 months, this limitation will not apply while you are continuously confined.

Mental Disorder means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome, regardless of cause, including any biological or biochemical disorder or imbalance of the brain. Mental Disorder includes, but is not limited to, bipolar affective disorder, organic brain syndrome, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, or anxiety and anxiety disorders.

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed Physicians. Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

LT.LM.51

## CLAIMS

### A. Filing A Claim

Claims should be filed on our forms and submitted to the Clackamas County DES - Risk & Benefits Division, 900 Main Street, Oregon City, Oregon 97045. If you do not receive our forms, you may submit your claim in a letter to the County Risk & Benefits Division. 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 submit Proof Of Loss within 120 days after the end of the Benefit Waiting Period. If you cannot do so, you must submit it as soon as reasonably possible, but not later than one year after that 120 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 LTD Benefits. Proof Of Loss must be provided at your expense. Proof Of Loss includes written proof:

1. That you became Disabled while insured under the Group Policy.
2. That you were Disabled throughout the Benefit Waiting Period and the period for which LTD Benefits are claimed.
3. That your Disability results from a cause not excluded in the Exclusions or Limitations sections.
4. That you are being seen regularly and treated by a Physician.
5. Of such additional information as we may reasonably require in connection with your claim for LTD Benefits.

#### D. Documentation

You must submit the following documents at your expense:

1. A completed claim statement signed by you.
2. A completed claim statement signed by the Policyholder.
3. A completed claim statement signed by your treating Physician.
4. Your written authorization for us to obtain the records and information needed to determine your eligibility for LTD Benefits.
5. Such other documents as we may reasonably require.

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

#### F. Time Of Payment

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

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

#### G. 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.

#### H. Review Procedure

You may 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.

I. Assignment

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

LT.CL.01X

### **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.

LT.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 or contest the validity of your insurance 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.

LT.IN.01

### **CONTINUITY OF COVERAGE**

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

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

Payment of your LTD Benefit will be under the terms of the Prior Plan or the Group Policy, whichever pays less.

LT.CC.09

## 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 first day of the calendar month following the date you apply, if you apply within 31 days after you become eligible; or
3. The first day of the calendar month following the date we approve your Evidence Of Insurability, if you apply more than 31 days after you become eligible (late application).

### C. Insurance Subject To Evidence Of Insurability

Subject to the **Active Work Provisions**, insurance subject to Evidence Of Insurability becomes effective on the first day of the calendar month following 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.

LT.EF.03X

## 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.

LT.AW.05

### 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.
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 LTD 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**.

LT.EN.28

### 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 180 days, the Eligibility Waiting Period will be waived.
2. If your insurance ends because you cease to be a Member due to a layoff and you continuously participate in COBRA continuation coverage during that layoff and become a Member again within 18 months, the Eligibility Waiting Period will be waived.
3. If your insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.
4. 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.
5. The Preexisting Conditions Exclusion will be applied as if there had been no break in coverage in the following instances:
  - a. If you become Member again as described in items 1. or 2. above.
  - b. If required by federal or state mandated family or medical leave act or law and you become insured again immediately following the period allowed under the family or medical leave act or law.

LT.RE.01X

## **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; or
3. Continue insurance under the Group Policy otherwise validly terminated.

### **B. Misstatement Of Age**

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

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

LT.CE.01

## **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 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.

LT.TA.01

## DEFINITIONS

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

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

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

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. 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 long term disability insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

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

Injury means an injury to your body.

Insured Period means the portion of each period of continuous Disability for which we are solely responsible for payment of LTD Benefits. No LTD Benefits are payable by the Policyholder during the Insured Period. See **Coverage Features**.

LTD Benefit means the monthly benefit payable to you during the Self-Funded Period and the Insured Period.

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

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

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 medical professional, other than yourself, acting within the scope of the license.

Plan means the long term disability income benefit plan described in the Plan Document with the ASO Number shown in the **Coverage Features**.

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

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

Self-Funded Benefit Waiting Period means the period you must be continuously Disabled before LTD Benefits become payable under the Plan during the Self-Funded Period. See **Coverage Features**.

Self-Funded Period means the portion of each period of continuous Disability for which the Policyholder is solely responsible for payment of LTD Benefits. No LTD Benefits are payable by us during the Self-Funded Period. See **Coverage Features**.

AS.DF.04