
Virginia Association of Counties Group Self Insurance Risk Pool

CERTIFICATE

SHORT TERM DISABILITY INCOME BENEFIT PROGRAM

Program Sponsor has endorsed an employer-funded short term disability income benefit (Program) for certain employees of local public entities whose participation under the Program has been approved in writing by the Participating Employers (Employers). Employers are solely responsible for payment of all risks, liabilities, benefits and claims under this Program.

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

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

You will be covered as provided by the terms of the Program. Possession of this Certificate does not necessarily mean you are covered. You are covered only if you meet the requirements set out in this Certificate.

Program Sponsor has the right at anytime to amend or terminate this Program or to require or change the amount of Member contributions. If your coverage is changed by an amendment to the Program, Program Sponsor will provide you with a revised Certificate or other notice. No agent has authority to change this Program or to waive any of its provisions.

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

All provisions on this and the following pages are part of this Program. "You" and "your" mean the Member. "We", "us", and "our" mean Standard Insurance Company acting in its capacity as Claims Administrator on behalf of Program Sponsor. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

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COVERAGE FEATURES

This section contains many of the features of your short term disability (STD) Program. 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 PROGRAM INFORMATION

Program Sponsor:	Virginia Association of Counties Group Self Insurance Risk Pool
Employer(s):	Any unit of local government or other local agency, public entity, school, jail, department, board, or authority in the Commonwealth of Virginia which a) is eligible for and participating in the Virginia hybrid retirement program described in § 51.1-169 of the Code of Virginia, b) has signed a Participation Agreement with the Virginia Association of Counties Risk Pool, and c) whose participation under the Program has been approved in writing by the Program Sponsor.
Claims Administrator:	Standard Insurance Company
ATP Number:	649393-A
Program Effective Date:	January 1, 2014

Member means:

1. A regular employee of the Employer who is participating in the Virginia hybrid retirement program described in § 51.1-169 of the Code of Virginia;
2. Actively At Work at least the minimum hours per week required by the Employer for coverage under the Program, but in no event less than 10 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

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

Class Definition: None

SCHEDULE OF COVERAGE

Eligibility Waiting Period:	You are eligible on one of the following dates, but not before the effective date of your Employer's participation under the Program: <ol style="list-style-type: none">a. With respect to coverage for a Disability arising out of or in the course of employment with the Employer, the later of i) your first day as a Member, and ii) the Program Effective Date.
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- b. With respect to coverage for any other Disability, the first day after one year employment with the Employer.

Eligibility Waiting Period means the period you must be a Member before you become eligible for coverage.

STD Benefit:

For a Disability arising out of or in the course of employment with the Employer:

The STD Benefit provides income replacement for (i) 60 percent of a Member's Predisability Earnings for the first 60 months of continuous participation in the Virginia hybrid retirement program described in § 51.1-169 of the Code of Virginia and (ii) thereafter, a percentage of a Member's Predisability Earnings during the periods specified below, based on the number of months of continuous participation in the Virginia hybrid retirement program attained by an employee who is disabled, on maternity leave, or takes periodic absences due to a major chronic condition, as determined by the Board or its designee, as follows:

Months of Continuous Participation	Work days of 100% Replacement of Creditable Compensation	Work days of 80% Replacement of Creditable Compensation	Work days of 60% Replacement of Creditable Compensation
Fewer than 60	0	0	125
60-119	85	25	15
120 or more	85	40	0

For any other Disability:

The STD Benefit provides income replacement for (i) 60 percent of a Member's Predisability Earnings after 12 months of continuous participation through the first 60 months of continuous participation in the Virginia hybrid retirement program described in § 51.1-169 of the Code of Virginia and (ii) thereafter, a percentage of a Member's Predisability Earnings during the periods specified below, based on the number of months of continuous participation in the Virginia hybrid retirement program attained by an employee who is disabled, on maternity leave, or takes periodic absences due to a major chronic condition, as follows:

Months of Continuous Participation	Work days of 100% Replacement of Creditable Compensation	Work days of 80% Replacement of Creditable Compensation	Work days of 60% Replacement of Creditable Compensation
60-119	25	25	75
120-179	25	50	50
180 or more	25	75	25

Minimum: None

Assisted Living Benefit: An additional 20% of your Predisability Earnings, not to exceed a total STD Benefit of 80%. The Assisted Living Benefit is not reduced by Deductible Income.

Benefit Waiting Period: 7 calendar days

Maximum Benefit Period: 125 work days

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

MEMBER CONTRIBUTIONS

Coverage is: Noncontributory

STATEMENT OF COVERAGE

If you become Disabled while covered under the Program, your Employer will pay STD Benefits according to the terms of Program after Standard receives satisfactory Proof Of Loss.

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BECOMING COVERED

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

You are a Member if you are:

1. A regular employee of the Employer and who is participating in the Virginia hybrid retirement program described in § 51.1-169 of the Code of Virginia;
2. Actively At Work at least the minimum hours per week required by the Employer for coverage under the Program, but in no event less than 10 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

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

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

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WHEN YOUR COVERAGE BECOMES EFFECTIVE

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

ACTIVE WORK PROVISIONS

A. Active Work Requirement

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

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

B. Changes In Coverage

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

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WHEN YOUR COVERAGE ENDS

Your coverage ends automatically on the earliest of:

1. The date the last period ends for which a payment was made for your coverage.
2. The date the Program terminates.
3. The date your Employer's coverage under the Program terminates.
4. The date your employment terminates.
5. The date you cease to be a Member. However, your coverage will be continued during the following periods when you are absent from Active Work, unless it ends under any of the above.
 - a. During the first 90 days of a temporary or indefinite administrative or involuntary leave of absence or sick leave, provided your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member. A period when you are absent from Active Work as part of a severance or other employment termination agreement is not a leave of absence, even if you are receiving the same Predisability Earnings.
 - b. During a leave of absence if continuation of your coverage under the Program is required by a state-mandated family or medical leave act or law.
 - c. During any other temporary leave of absence approved by your Employer in advance and in writing and scheduled to last 30 days or less. A period of Disability is not a leave of absence.
 - d. During the Benefit Waiting Period and while STD Benefits are payable.

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REINSTATEMENT OF COVERAGE

If your coverage ends, you may become covered again as a new Member. However, the following will apply:

1. If your coverage 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 coverage ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your coverage will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.
3. In no event will coverage be retroactive.

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DEFINITION OF DISABILITY

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

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

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

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

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

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

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

B. Partial Disability Definition

You are Partially Disabled when you work and, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to earn 80% of your Predisability Earnings or more.

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

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RETURN TO WORK PROVISIONS

A. Return To Work Incentive

You may serve your Benefit Waiting Period while working if you meet the Own Occupation definition of Disability.

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

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

1. Determine the amount of your STD Benefit as if there were no Deductible Income, and add your Work Earnings to that amount.
2. Determine 100% of your Predisability Earnings.
3. If 1. is greater than 2., the difference will be Deductible Income.

B. Work Earnings Definition

Work Earnings means your gross weekly earnings from work you perform while Disabled, plus the earnings you could receive if you worked as much as you are able to, considering your Disability, in work that is reasonably available in your Own Occupation. Work Earnings includes sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.

Earnings from work you perform will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than weekly, Standard will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, Standard will use a reasonable one.

In determining your Work Earnings Standard:

1. Will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis.
2. Will not be limited to the taxable income you report to the Internal Revenue Service.
3. May ignore expenses under section 179 of the IRC as a deduction from your gross earnings.
4. May ignore depreciation as a deduction from your gross earnings.
5. May adjust the financial information you give Standard in order to clearly reflect your Work Earnings.

If Standard determines that your earnings vary substantially from week to week, they may determine your Work Earnings by averaging your earnings over the most recent four-week period. You will no longer be Disabled when your average Work Earnings over the last four weeks exceed 80% of your Predisability Earnings.

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TEMPORARY RECOVERY

You may temporarily recover from your Disability during the Maximum Benefit Period, and then become Disabled again from the same cause or causes, without having to serve a new Benefit Waiting Period. Temporary Recovery means you cease to be Disabled for no longer than the applicable allowable period. See **Definition Of Disability**.

A. Allowable Period

The allowable period of recovery during the Maximum Benefit Period is: 45 consecutive calendar days of recovery.

B. Effect Of Temporary Recovery

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

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

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WHEN STD BENEFITS END

Your STD Benefits end automatically on the earliest of:

1. The date you are no longer Disabled.
2. The date your Maximum Benefit Period ends.
3. The date you attain normal retirement age under the Virginia hybrid retirement program.
4. The date you die.
5. The date long term disability benefits become payable to you under a group long term disability plan, even if that occurs before the end of the Maximum Benefit Period.
6. The date benefits become payable to you under any other disability under which you become covered through employment during a period of Temporary Recovery.
7. The date you fail to provide proof of continued Disability and entitlement to STD Benefits.

PREDISABILITY EARNINGS

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work.

The Member's STD Benefit will be adjusted to reflect any salary increase awarded during the period covered by STD Benefits.

Predisability Earnings means your weekly rate of creditable compensation from your Employer, including:

1. Contributions you make through a salary reduction agreement with your Employer to:
 - a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 408(p), or 457 deferred compensation arrangement; or
 - b. An executive nonqualified deferred compensation arrangement.
2. Shift differential pay.
3. 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. Commissions.
3. Overtime pay.
4. Stock options or stock bonuses.
5. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
6. Any other extra compensation.

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

If you are paid hourly, your weekly rate of creditable compensation 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.

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DEDUCTIBLE INCOME

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

1. Sick pay, annual or personal leave pay, severance pay, or other salary continuation, including donated amounts, (but not vacation pay) paid to you by your Employer, if it exceeds the amount found in a., b., and c.
 - a. Determine the amount of your STD Benefit as if there were no Deductible Income, and add your sick pay or other salary continuation to that amount.
 - b. Determine 100% of your Predisability Earnings.
 - c. If a. is greater than b., the difference will be Deductible Income.
2. Your Work Earnings, as described in the **Return To Work Provisions**.
3. Any amount you receive or are eligible to receive because of your disability under a state disability income benefit law or similar law.
4. Any amount you receive or are eligible to receive because of your disability under another group.
5. 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.
6. Any disability benefits you receive or are eligible to receive, or retirement benefits you 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. You and your Employer's contributions will be considered as distributed simultaneously throughout your lifetime, regardless of how funds are distributed from the retirement plan.

If any of these plans has two or more payment options, the option which comes closest to providing you a monthly income for life with no survivors benefit will be Deductible Income, even if you choose a different option.
7. Any earnings or compensation included in Predisability Earnings which you receive or are eligible to receive while STD Benefits are payable.
8. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law.
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.

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EXCEPTIONS TO DEDUCTIBLE INCOME

Deductible Income does not include:

1. Any cost of living increase 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, surgical expense, or legal rehabilitation expense.
3. Military disability benefits.
4. Reasonable attorneys fees incurred in connection with a claim for Deductible Income.
5. Benefits from any individual disability insurance policy.
6. Group credit or mortgage disability insurance benefits.
7. Accelerated death benefits paid under a life coverage plan or life insurance policy.
8. Benefits from the following:
 - a. Profit sharing plan.
 - b. Thrift or savings plan.
 - c. Deferred compensation plan.
 - d. Plan under IRC Section 401(k), 408(k), 408(p), or 457.
 - e. Individual Retirement Account (IRA).
 - f. Tax Sheltered Annuity (TSA) under IRC Section 403(b).
 - g. Stock ownership plan.
 - h. Keogh (HR-10) plan.

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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 Standard of the amount of the Deductible Income when it is approved. You must repay your Employer for the resulting overpayment of your claim.

D. Overpayment Of Claim

We will notify you of the amount of any overpayment of your claim under the Program and any group disability insurance policy. You must immediately repay any overpayment. You will not receive any STD Benefits until the overpayment has been repaid in full. In the meantime, any STD Benefits paid, including the Minimum STD Benefit, will be applied to reduce the amount of the overpayment. We may charge you interest at the legal rate for any overpayment which is not repaid within 30 days after we first mail you notice of the amount of the overpayment.

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ASSISTED LIVING BENEFIT

A. Assisted Living Benefit

If you meet the requirements in 1 through 3 below, we will pay Assisted Living Benefits according to the terms of the Program after we receive Proof Of Loss satisfactory to Standard.

Assisted Living Benefit Requirements

1. You are Disabled and STD Benefits are payable to you.
2. While you are Disabled:
 - a. You, due to loss of functional capacity as a result of Physical Disease or Injury, become unable to safely and completely perform two or more Activities Of Daily Living without Hands-on Assistance or Standby Assistance; or
 - b. You require Substantial Supervision for your health or safety due to Severe Cognitive Impairment as a result of Physical Disease or Injury.
3. The condition in 3.a or 3.b above is expected to last 90 days or more as certified by a Physician in the appropriate specialty as determined by Standard.

B. Definitions For Assisted Living Benefit

Activities Of Daily Living means Bathing, Continence, Dressing, Eating, Toileting, or Transferring.

Bathing means washing oneself, whether in the tub or shower or by sponge bath, with or without the help of adaptive devices.

Continence means voluntarily controlling bowel and bladder function, or, if incontinent, maintaining a reasonable level of personal hygiene.

Dressing means putting on and removing all items of clothing, footwear, and medically necessary braces and artificial limbs.

Eating means getting food and fluid into the body, whether manually, intravenously, or by feeding tube.

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) 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.

Toileting means getting to and from and on and off the toilet, and performing related personal hygiene.

Transferring means moving into or out of a bed, chair or wheelchair, with or without adaptive devices.

Hands-on Assistance means the physical assistance of another person without which the insured would be unable to perform the Activity Of Daily Living.

Standby Assistance means the presence of another person within arm's reach of the insured that is necessary to prevent, by physical intervention, injury to the insured while the insured is performing the Activity Of Daily Living (such as being ready to catch the insured if the insured falls while getting into or out of the bathtub or shower as part of Bathing, or being ready to remove food from the insured's throat if the insured chokes while Eating).

Severe Cognitive Impairment means a loss or deterioration in intellectual capacity that is (a) comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia, and (b) is measured by clinical evidence and standardized tests approved by Standard that reliably measure impairment in (i) short-term or long-term memory, (ii) orientation as to people, places, or time, and (iii) deductive or abstract reasoning.

Substantial Supervision means continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect you from threats to your health or safety (such as may result from wandering).

C. Amount Of The Assisted Living Benefit

The amount of the Assisted Living Benefit is shown in the **Coverage Features**.

D. Becoming Insured For Assisted Living Benefits

You are eligible for Assisted Living Benefit coverage if you are insured for STD coverage. Subject to the **Active Work Provision**, your Assisted Living Benefit coverage becomes effective on the date your STD coverage becomes effective.

E. Payment Of Assisted Living Benefits

We will pay Assisted Living Benefits within 60 days after Proof Of Loss is satisfied. Living Benefits will be paid to you at the same time STD Benefits are payable.

F. Time Limits On Filing Proof Of Loss

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

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the claimant lacks legal capacity.

G. When Assisted Living Benefits End

Assisted Living Benefits end automatically on the earliest of:

1. The date you no longer meet the requirements in item A. above.
2. The date your STD Benefits end.

H. Assisted Living Benefit

No Assisted Living Benefit is payable if your inability to perform Activities Of Daily Living or your Severe Cognitive Impairment is caused or contributed to by:

1. Use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.
2. A Mental Disorder.

I. When Assisted Living Benefits Coverage Ends

Assisted Living Benefit coverage ends automatically on the earliest of:

1. The date your STD coverage ends.

2. The date Assisted Living Benefit coverage terminates under the Program.

J. Assisted Living Benefits After Coverage Ends Or Is Changed

Your right to receive Assisted Living Benefits will not be affected by the occurrence of the events described in 1 or 2 below that become effective after you become Disabled.

1. Termination or amendment of the Program or your Employer's coverage under the Program.
2. Termination of Assisted Living Benefit coverage while the Program or your Employer's coverage under the Program remains in force.

FIRST DAY ASSISTED LIVING BENEFIT

If you meet the Assisted Living Benefit Requirements, 1 through 3 below will apply.

1. The remainder of your Benefit Waiting Period will be waived.
2. STD Benefits will become payable on the first day you meet the Assisted Living Benefit Requirements.
3. Your Maximum Benefit Period will begin on the date STD Benefits become payable.

BENEFITS AFTER COVERAGE ENDS OR IS CHANGED

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

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

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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 Program, including the **Disabilities Excluded From Coverage** and **Limitations** sections, will apply to the new cause of Disability.

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DISABILITIES EXCLUDED FROM COVERAGE

A. War

You are not covered for a Disability caused or contributed to by War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

B. Intentionally Self-Inflicted Injury

You are not covered for a Disability caused or contributed to by an intentionally self-inflicted Injury, while sane or insane.

C. Violent Or Criminal Conduct

You are not covered for a Disability caused or contributed to by your committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.

D. Loss Of License Or Certification

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

ST.XD.OT.1

LIMITATIONS

A. Care Of A Physician

You must be under the ongoing care of a Physician in the appropriate specialty as determined by Standard 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 Standard.

B. 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.

C. Rehabilitation Program

STD Benefits will be reduced to 50% of the amount determined from the Schedule Of Coverage for any period of Disability when you are not participating in good faith in a plan, program or course of medical treatment or vocational training or education approved by Standard your Disability prevents you from participating.

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CLAIMS

A. Filing A Claim

Claims should be filed on forms provided by Standard. If you do not receive our forms within 15 days after you ask for them, you may submit your claim in a letter to Standard. 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 Standard Proof Of Loss within 90 days after the end of the Benefit Waiting Period. If you cannot do so, you must give it to Standard as soon as reasonably possible, but not later than one year after that 90-day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

C. Proof Of Loss

Proof Of Loss means written proof that you are Disabled and entitled to STD Benefits. Proof Of Loss must be provided at your expense.

For claims of Disability due to conditions other than Mental Disorders, we may require proof of physical impairment that results from anatomical or physiological abnormalities which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques.

D. Documentation

Completed claims statements, a signed authorization for Standard to obtain information, and any other items Standard 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 Standard's request, your claim may be denied.

E. Investigation Of Claim

Standard may investigate your claim at any time.

At Program Sponsor's expense, we may have you examined at reasonable intervals by specialists of our choice. Standard may deny or suspend STD Benefits if you fail to attend an examination or cooperate with the examiner.

F. Time Of Payment

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

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

G. Notice Of Decision On Claim

Standard will evaluate your claim promptly after you file it. Within 45 days after Standard receives your claim they 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 Standard will send you: (a) a written decision on your claim; or (b) a notice that they 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 Standard extends the period to decide your claim, they will notify you of the following: (a) the reasons for the extension; (b) when they 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 needed to resolve those issues.

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

If Standard denies 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 Program 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 the decision.

H. Review Procedure

If all or part of a claim is denied, you may request a review. You must request a review in writing within 180 days after receiving notice of the denial.

You may send Standard written comments or other items to support your claim. You may review and receive copies of any non-privileged information that is relevant to your request for review. There will be no charge for such copies. You may request the names of medical or vocational experts who provided advice to Standard about your claim.

The person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgment, the person conducting

the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgment and will not be subordinate to that person. Standard's review will include any written comments or other items you submit to support your claim.

Standard will review your claim promptly after we receive your request. Within 45 days after Standard receives your request for review they will send you: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days. If the extension is due to your failure to provide information necessary to decide the claim on review, the extended time period for review of your claim will not begin until you provide the information or otherwise respond.

If Standard extends the review period, they will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim on review; and (c) any additional information needed to decide your claim.

If Standard requests additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, they may conclude the review of your claim based on the information received.

If Standard denies any part of your claim on review, you will receive a written notice of denial containing:

- a. The reasons for the decision.
- b. Reference to the parts of the Program on which the decision is based.
- c. Information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.

I. Assignment

The rights and benefits under the Program are not assignable.

(ASO_REV PUB WRDG) ST.CL.OT.2

LIMITED AGENCY APPOINTMENT OF STANDARD

Program Sponsor has appointed Standard to act on its behalf as Claims Administrator for the Program and grants to Standard authority to fulfill the Obligations of Claim Administrator, as provided herein. Standard is empowered to act on behalf of Program Sponsor in connection with the Program only as expressly stated in this Program. Standard has no authority or obligation with respect to (1) an Employer's right of subrogation under the Program, or (2) management or investment of the assets of the Program. In performing its obligations under this Agreement, Standard is acting solely as the agent of Program Sponsor.

Subject to the terms of the Program, Standard's 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 Program and any claim under it;
3. The right to determine:
 - a. Eligibility for coverage;
 - b. Entitlement to benefits;
 - c. The amount of benefits payable;
 - d. The sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Standard's decisions are subject to the review procedures of the Program Sponsor and Employer,

TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after you have given Standard Proof Of Loss. No such action may be brought more than three years after the earlier of:

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

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CLERICAL ERROR

Clerical error by Standard, your Employer, Program Sponsor, or their respective employees or representatives will not:

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

(ASO) ST.CE.OT.2

TERMINATION OR AMENDMENT OF THE PROGRAM

Program Sponsor may terminate the Program in whole, and may terminate coverage for any class or group of Members, at any time.

Benefits under the Program are limited to its terms, including any valid amendment. No change or amendment will be valid unless approved by us and evidenced by an amendment.

No agent has authority to change or amend the Program or to waive any of its terms or provisions.

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

(ASO) ST.TA.OT.2

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**.

Employer means any unit of local government or other local agency, public entity, school, jail, department, board, or authority in the Commonwealth of Virginia which a) is eligible for and participating in the Virginia hybrid retirement program described in § 51.1-169 of the Code of Virginia, b) has signed a Participation Agreement with the Virginia Association of Counties Group Self Insurance Risk Pool, and c) whose participation under the Program has been approved in writing by the Program Sponsor.

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

Injury means an injury to the body.

Maximum Benefit Period means the longest period for which STD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Benefit

Waiting Period. No STD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See **Coverage Features**.

Mental Disorder means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome, regardless of cause (including any biological or biochemical disorder or imbalance of the brain) 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 (a) coverage is nonelective and the Program Sponsor or Employer pay the entire cost of coverage; or (b) the Program Sponsor or Employer require all eligible Members to have coverage and to pay all or part of the cost of coverage.

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.

Program means the group short term disability income benefit program established by Program Sponsor and identified by the ATP Number.

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

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

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

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