STANDARD INSURANCE COMPANY

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

CERTIFICATE

GROUP LONG TERM DISABILITY INSURANCE

Policyholder:	State of Georgia
Policy Number:	642967-D
Effective Date:	January 1, 2014

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

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

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

President

GC190-LTD/S399

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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.

GENERAL POLICY INFORMATION

Group Policy Number:	642967-D
Policyholder:	State of Georgia
Employer(s):	State of Georgia, any department, agency, authority, board, commission or institution of the State, including the Executive, Legislative and Judicial Branches; and any public school district, county or regional library, or other entity that participates in the Policyholder's Flexible Benefits Program (excluding the Board of Regents of the University System of Georgia).
Group Policy Effective Date:	January 1, 2014
Policy Issued in:	Georgia

Eligible Employee means an employee of an Employer who is Actively At Work for the required minimum number of hours to participate in the Policyholder's Flexible Benefits Program and who meets all other requirements to participate in the program, as follows:

1. A regular full-time employee of the State of Georgia or of a State agency, who is Actively At Work at least 30 hours each week on a continuous basis, and whose employment is expected to last at least 9 months;

2.* A regular public-school teacher who is working in a professional certificated capacity with the Employer and who is Actively At Work at least 17.5 hours each week;

3.* A regular employee of a local school system working in a non-certificated position, who is eligible to participate in the Teachers Retirement System of Georgia or its local equivalent, and who is Actively At Work at least 20 hours each week (or at least 60% of the time necessary to carry out the duties of the position, if that is more than 20 hours);

4.* A regular employee of the Employer who is eligible to participate in the Public School Employees Retirement System, and who is Actively At Work at least 15 hours each week (or at least 60% of the time necessary to carry out the duties of the position);

5.* A regular county or regional library employee of the Employer who is Actively At Work at least 17.5 hours each week;

6. A regular employee of the Employer who is a member of the general assembly, a constitutional officer or an employee of a Georgia judicial branch; or

7. Any other regular employee of the Employer who is deemed eligible for coverage under the Group Policy under federal or Georgia law.

*The Employer must participate in the Policyholder's Flexible Benefit Program.

For purposes of the Eligible Employee 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.

Eligible Employee does not include a temporary, seasonal or part-time employee, full-time member of the armed forces of any country, leased employee, emergency employee, independent contractor, short-term employee or sheltered workshop employee.

ELIGIBILITY WAITING PERIOD

Eligibility Waiting Period:	You are eligible on the later of (a) the Group Policy Effective Date, and (b) the following applicable date: If you become an Eligible Employee on the first regular work day of the calendar month as designated by your Employer, you are eligible on the first day of the calendar month following the date you become an Eligible Employee. If you become an Eligible Employee on any other day, you are eligible on the first day of the calendar month following one full calendar month as an Eligible Employee.

Eligibility Waiting Period means the period you must be an Eligible Employee before you become eligible for insurance.

SCHEDULE OF INSURANCE

Own Occupation Period:	The first 24 months for which LTD Benefits are paid.
Any Occupation Period:	From the end of the Own Occupation Period to the end of the Maximum Benefit Period.

LTD Benefit:	60% of the first $8,333 of your Benefit Salary (Predisability Earnings), reduced by Deductible Income.
Maximum:	$5,000 per month before reduction by Deductible Income.
Minimum:	$100 per month

Your maximum Benefit Salary on an annual basis is $100,000.

Benefit Waiting Period:	180 days
Maximum Benefit Period:	Determined by your age when Disability begins, as follows:

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

Social Security Normal Retirement Age (SSNRA) means your normal retirement age under the Federal Social Security Act, as amended.

Rehabilitation Incentive:	While participating in an approved Rehabilitation Plan, your LTD Benefit, before reduction by Deductible Income, may be increased by 10%. The increased portion will not be subject to reduction by Deductible Income. Your LTD Benefit may exceed the maximum LTD Benefit as a result of this increase.

PREMIUM CONTRIBUTIONS

Insurance is:	Contributory or Noncontributory (premium included)*, as determined by your agency

* Noncontributory (premium included) means that the cost of insurance is included in the Eligible Employee's gross earnings.

If your insurance is Contributory, you pay the cost of your insurance on an after-tax basis.

INSURING CLAUSE

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

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BECOMING INSURED

To become insured you must be an Eligible Employee, complete your Eligibility Waiting Period, and meet the requirements in **Active Work Provisions** and **When Your Insurance Becomes Effective**.

Eligible Employee means an employee of an Employer who is Actively At Work for the required minimum number of hours to participate in the Policyholder's Flexible Benefits Program and who meets all other requirements to participate in the program, as follows:

1. A regular full-time employee of the State of Georgia or of a State agency, who is Actively At Work at least 30 hours each week on a continuous basis, and whose employment is expected to last at least 9 months;

2.* A regular public-school teacher who is working in a professional certificated capacity with the Employer and who is Actively At Work at least 17.5 hours each week;

3.* A regular employee of a local school system working in a non-certificated position, who is eligible to participate in the Teachers Retirement System of Georgia or its local equivalent, and who is Actively At Work at least 20 hours each week (or at least 60% of the time necessary to carry out the duties of the position, if that is more than 20 hours);

4.* A regular employee of the Employer who is eligible to participate in the Public School Employees Retirement System, and who is Actively At Work at least 15 hours each week (or at least 60% of the time necessary to carry out the duties of the position);

5.* A regular county or regional library employee of the Employer who is Actively At Work at least 17.5 hours each week;

6. A regular employee of the Employer who is a member of the general assembly, a constitutional officer or an employee of a Georgia judicial branch; or

7. Any other regular employee of the Employer who is deemed eligible for coverage under the Group Policy under federal or Georgia law.

*The Employer must participate in the Policyholder's Flexible Benefit Program.

For purposes of the Eligible Employee 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.

Eligible Employee does not include a temporary, seasonal or part-time employee, full-time member of the armed forces of any country, leased employee, emergency employee, independent contractor, short-term employee or sheltered workshop employee.

Eligibility Waiting Period means the period you must be an Eligible Employee before you become eligible for insurance. Your Eligibility Waiting Period is shown in the **Coverage Features.**

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WHEN YOUR INSURANCE BECOMES EFFECTIVE

A. When Insurance Becomes Effective

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

1. Contributory Insurance

   You must apply for Contributory insurance and agree to pay premiums. You may apply for Contributory insurance only during the following periods: Initial Enrollment Period, Annual Enrollment Period or Change of Status Enrollment Period.

   Contributory insurance becomes effective on the appropriate date determined below:

   a. Initial Enrollment Period

      The first day of the calendar month following the date the first premium for your coverage is deducted, if you apply within 30 days of becoming an Eligible Employee.

   b. Annual Enrollment Period

      The January 1 following the date you apply, if you are not required to submit Evidence Of Insurability and you apply during the Annual Enrollment Period determined by the Policyholder for its Flexible Benefits Program.

      The later of (a) the January 1 following the date you apply, and (b) the date we approve your Evidence Of Insurability, if you are required to submit Evidence Of Insurability and you apply during the Annual Enrollment Period determined by the Policyholder for its Flexible Benefits Program.

   c. Change of Status Enrollment Period

      The first day of the calendar month following the date the first premium for your changed coverage is deducted, if you are not required to submit Evidence Of Insurability and you apply to enroll, to increase or to decrease coverage within 30 days of a Qualifying Change of Status.

      The later of (a) the first day of the calendar month following the date the first premium for your changed coverage is deducted, and (b) the date we approve your Evidence Of Insurability, if you are required to submit Evidence Of Insurability and you apply to enroll or to increase coverage within 30 days of a Qualifying Change of Status.

2. Noncontributory Insurance

   Noncontributory Insurance becomes effective on the date you become eligible, as specified in the Eligibility Waiting Period.

B. 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 if you were eligible for insurance under the Prior Plan for more than 31 days but were not insured. You will be able to enroll during the next Annual Enrollment Period and Evidence Of Insurability will be required.

C. Evidence Of Insurability Requirement

Evidence Of Insurability satisfactory to us is required:

a. For late application for Contributory insurance. (You are considered a late applicant if you did not apply during your Initial Enrollment Period.)

b. For Eligible Employees eligible but not insured under the Prior Plan.

c. For reinstatements if required.

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 at our expense, if required by us, which may include blood testing; and
4. Provide any additional information about your insurability that we may reasonably require.

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ACTIVE WORK PROVISIONS

A. Active Work Requirement

You must be able to be Actively At Work on the scheduled effective date of your insurance or your insurance will not become effective as scheduled. Actively At Work and Active Work mean you are working for your Employer for earnings that are paid regularly and that you are performing the Material Duties of your Own Occupation on a full-time basis for a full work day:

1. At the Employer's place of business;
2. At an alternate place approved by the Employer; or
3. At a place to which the Employer's business requires you to travel.

If you are incapable of Active Work because of Physical Disease, Injury, Pregnancy or Mental Disorder on 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 Employee.

B. Changes In Insurance

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

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CONTINUITY OF COVERAGE

A. Waiver Of Active Work Requirement

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, you can become insured on the effective date of your Employer's coverage without meeting the Active Work requirement or minimum number of work hours required, as stated in the definition of an Eligible Employee. See **Active Work Provisions**.

The LTD Benefit payable for a period of continuous Disability beginning before you meet the Active Work requirement or minimum number of work hours required, as stated in the definition of an Eligible Employee, will be:

1. The monthly benefit which would have been payable under the terms of the Prior Plan if it had remained in force; reduced by
2. Any benefits payable under the Prior Plan.

B. Effect Of Preexisting Conditions

If you were insured under the Prior Plan, for purposes of the Pre-existing Condition exclusion the effective date of your insurance under the Group Policy will be deemed to be the first day of the last continuous period for which you were insured under the Prior Plan.

WHEN YOUR INSURANCE ENDS

Your insurance ends automatically on the earliest of:

1. The date the last period ends for which a premium contribution was made for your insurance.
2. The date the Group Policy terminates.
3. The date your employment terminates.
4. The date you cease to be an Eligible Employee. However, your insurance will be continued with payment of premium during the following periods when you are absent from Active Work, unless it ends under any of the above.
   a. During a temporary or indefinite administrative or involuntary leave of absence or sick leave, provided your Employer is paying you at least the same Benefit Salary (Predisability Earnings) paid to you immediately before you ceased to be an Eligible Employee. 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 Benefit Salary (Predisability Earnings).
   b. During a military leave of absence if you are called to full-time active U.S. military duty.
   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 temporary leave of absence approved by your Employer in advance and in writing and scheduled to last 12 months or less while premium is paid. A period of Disability is not a leave of absence.
   e. If you cease to be an Eligible Employee because of a school break or vacation, your insurance will be continued during that period.
   f. Through the end of your current contract with the Employer, if you are a teacher and you cease to be an Eligible Employee due to retirement.
   g. During the Benefit Waiting Period and while LTD benefits are payable.

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WAIVER OF PREMIUM

We will waive all LTD premium for your insurance while LTD Benefits are payable.

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REINSTATEMENT OF INSURANCE

If your insurance ends, you may become insured again, however, the following will apply:

1. If your insurance ends because you cease to be an Eligible Employee, and if you become an Eligible Employee again within 30 days after your insurance ends, the Eligibility Waiting Period will be waived. If you become an Eligible Employee again more than 30 days after your insurance ends, you will become eligible again as provided in the Eligibility Waiting Period.
2. If your insurance ends because you are called to full-time active U.S. military duty and, within 90 days of discharge, you become an Eligible Employee again or provide notice to the Employer of your intent to return to work, your insurance will be reinstated, subject to the same terms and conditions that applied when insurance ended.

3. If your insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become an Eligible Employee 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.

4. Except as provided in 2. and 3. above, you must provide Evidence Of Insurability to become insured again, unless back premium is paid for your approved leave of absence.

5. The Preexisting Condition exclusion will be applied as if insurance had remained in effect in the following instances:

   a. If you become insured again within 90 days.

   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.

6. In no event will insurance be retroactive unless you are on an approved leave of absence, including leaves under 2. and 3. above, and pay premium back to the effective date of your approved leave of absence.

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DEFINITION OF DISABILITY

You are Disabled if you meet the following definitions during the periods they apply:

A. Own Occupation Definition Of Disability.

B. Any Occupation Definition Of Disability.

A. Own Occupation Definition Of Disability

During the 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:

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

2. You suffer a loss of at least 20% in your Indexed Benefit Salary (Predisability Earnings) when working in your Own Occupation.

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

During the Own Occupation Period 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 meet or exceed 80% of your Indexed Benefit Salary (Predisability Earnings). Your Work Earnings may be Deductible Income. See **Return To Work Provisions** and **Deductible Income**.

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

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

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 Occupation.

Any Occupation means any occupation or employment which you are able to perform, whether due to education, training, or experience, which is available at one or more locations in the national economy and in which you can be expected to earn at least 60% of your Indexed Benefit Salary (Predisability Earnings) within twelve months following your return to work, regardless of whether you are working in that or any other occupation.

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

Your Own Occupation Period and Any Occupation Period are shown in the **Coverage Features**.

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RETURN TO WORK PROVISIONS

A. Return To Work Responsibility

During the Own Occupation Period no LTD Benefits will be paid for any period when you are able to work in your Own Occupation and able to earn at least 20% of your Indexed Benefit Salary (Predisability Earnings), but you elect not to work.

During the Any Occupation Period no LTD Benefits will be paid for any period when you are able to work in Any Occupation and able to earn at least 20% of your Indexed Benefit Salary (Predisability Earnings), but you elect not to work.

B. Return To Work Incentive

No LTD Benefits are payable during the Benefit Waiting Period. You may serve your Benefit Waiting Period while working if you meet the Own Occupation Definition Of Disability. You are disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder:

1. You are unable to perform with reasonable continuity the Material Duties of your Own Occupation; and
2. You suffer a loss of at least 20% in your Indexed Benefit Salary (Predisability Earnings) when working in your Own Occupation.

See **Definition of Disability**.

You are eligible for the Return To Work Incentive on the first day you work after the Benefit Waiting Period if LTD Benefits are payable on that date. The Return To Work Incentive changes 24 months after that date, as follows:

1. During the first 24 months, your Work Earnings will be Deductible Income as determined in a., b. and c:

   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 Benefit Salary (Predisability Earnings).

   c. If a. is greater than b., the difference will be Deductible Income.

2. After those first 24 months, 50% of your Work Earnings will be Deductible Income.

C. Work Earnings Definition

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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REASONABLE ACCOMMODATION EXPENSE BENEFIT

If you return to work in any occupation for any employer, not including self-employment, as a result of a reasonable accommodation made by such employer, we will pay that employer a Reasonable Accommodation Expense Benefit of up to $25,000, but not to exceed the expenses incurred.

The Reasonable Accommodation Expense Benefit is payable only if the reasonable accommodation is approved by us in writing prior to its implementation.

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REHABILITATION PLAN PROVISION

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

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

While you are participating in an approved Rehabilitation Plan, your LTD Benefit, before reduction by Deductible Income, will be increased by 10%. The increased portion will not be subject to reduction by Deductible Income. Your LTD Benefit may exceed the Maximum LTD Benefit as shown in the **Coverage Features** as a result of this increase.

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

a. Training and education expenses.

b. Family care expenses.

c. Job-related expenses.

d. Job search expenses.

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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 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 Periods

1. During the Benefit Waiting Period: a total of 30 days of recovery.
2. During the Maximum Benefit Period: 180 days for each period of recovery.

B. Effect Of Temporary Recovery

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

1. The Benefit Salary (Predisability Earnings) used to determine your LTD Benefit will not change.
2. The period of Temporary Recovery will not count toward your Benefit Waiting Period, your Maximum Benefit Period or your Own Occupation 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 disability group insurance plan 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.

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WHEN LTD BENEFITS END

Your LTD Benefits end automatically on the earliest of:

1. The date you are no longer Disabled.
2. The date your Maximum Benefit Period ends.
3. The date you die.
4. The date benefits become payable under any other LTD plan under which you become insured through employment during a period of Temporary Recovery.
5. The date you fail to provide proof of continued Disability and entitlement to LTD Benefits.

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BENEFIT SALARY (PREDISABILITY EARNINGS)

Your Benefit Salary (Predisability Earnings) for the Plan Year (January 1 through December 31) will be based on your monthly rate of earnings from your Employer in effect on the preceding October 1. If you were not an Eligible Employee on both the preceding January 1 and October 1, your Benefit

Salary (Predisability Earnings) will be based on your monthly rate of earnings from your Employer in effect on the date you became an Eligible Employee.

Any change in your earnings after your last full day of Active Work will not affect your Benefit Salary (Predisability Earnings).

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DEDUCTIBLE INCOME

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

1. Sick leave, donated leave, special injury leave or any other salary continuation, (but not annual vacation pay) paid to you by your Employer.
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, 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 child 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 or act.

   Full offset: Both the primary benefit (the benefit awarded to you) and dependents benefit are Deductible Income.

   Benefits your spouse or a child receives or are eligible to receive because of your disability are Deductible Income regardless of marital status, custody, or place of residence. The term "child" has the meaning given in the applicable plan or act.
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 amount you receive or are eligible to receive because of your disability under another group insurance coverage.
7. Any disability 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.
8. Any amount you receive or are eligible to receive under a fault or no-fault automobile policy.
9. Any earnings or compensation included in Benefit Salary (Predisability Earnings) which you receive or are eligible to receive while LTD Benefits are payable.

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

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

12. Any amount you receive by compromise or other method as a result of a claim for any of the above, whether disputed or undisputed.

(NO OTHR OFFST_PUB_WITH 3RD) LT.DI.OT.1X

EXCEPTIONS TO DEDUCTIBLE INCOME

Deductible Income does not include:

1. For members of the General Assembly, Constitutional Officers and employees of a Georgia Judicial Branch: sick leave, donated leave, special injury leave or any other salary continuation, paid to you by your Employer.

2. For public school employees whose employment contract is for the school year, but are scheduled to be paid over a 12-month period: the portion of your earnings or compensation included in Benefit Salary (Predisability Earnings) that you earned during the regular school year before becoming Disabled, but that you were scheduled to receive after the end of that school year.

3. 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.

4. Reimbursement for hospital, medical, or surgical expense.

5. Reasonable attorneys fees incurred in connection with a claim for Deductible Income.

6. Any amount you receive from the specified illness policy provided by your Employer.

7. Benefits from any individual disability insurance policy.

8. Early retirement benefits under the Federal Social Security Act which are not actually received.

9. Group credit or mortgage disability insurance benefits.

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

11. 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.

LT2.ED.05X

RULES FOR DEDUCTIBLE INCOME

A. Monthly Equivalents

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, except that pursuit of disability or retirement benefits under your Employer's retirement plan is voluntary. 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.

LT.RU.OT.1X

SUBROGATION

If LTD Benefits are paid or payable to you under the Group Policy as the result of any act or omission of a third party, we will be subrogated to all rights of recovery you may have in respect to such act or omission. You must execute and deliver to us such instruments and papers as may be required and do whatever else is needed to secure such rights. You must avoid doing anything that would prejudice our rights of subrogation.

If you notify us before filing suit or settling your claim against such third party, the amount to which we are subrogated will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees. If suit or action is filed, we may record a notice of payments of LTD Benefits, and such notice shall constitute a lien on any judgement recovered.

If you or your legal representative fails to bring suit or action promptly against such third party, we may institute such suit or action in our name or in your name. We are entitled to retain from any judgement recovered the amount of LTD Benefits paid or to be paid to you or on your behalf, together with our costs of recovery, including attorney fees. The remainder of such recovery, if any, shall be paid to you or as the court may direct.

LT.SG.OT.1

SURVIVORS BENEFIT

If you die while LTD Benefits are payable, and on the date you die you have been continuously Disabled for at least 180 days, we will pay a Survivors Benefit according to 1 through 3 below.

1. The Survivors Benefit is a lump sum equal to 3 times your LTD Benefit without reduction by Deductible Income.
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 legal Spouse;
   b. Your surviving children, including adopted children;
   c. Any person providing the care and support of any person listed in a. or b. above; or
   d. Your estate.

(MULTPL) LT.SB.OT.1X

CONVERSION OF INSURANCE

Conversion Of Insurance Benefit

When your insurance ends, you may buy LTD conversion insurance if you meet 1 through 5 below.

1. Your insurance ends for a reason other than:
   a. Termination or amendment of the Group Policy;
   b. Your failure to make a required premium contribution; or
   c. Your retirement.
2. You were continuously insured under your Employer's long term disability group insurance plan for at least one year as of the date your insurance ended.
3. You are not Disabled on the date your insurance ends.
4. You are a citizen or resident of the United States or Canada.
5. You must apply in writing and pay the first premium to us within 31 days after your insurance ends.

Your LTD conversion insurance becomes effective on the day after your insurance ends.

The maximum LTD conversion insurance benefit you may select is the smallest of:

1. $5,000 (however, if you provide satisfactory Evidence Of Insurability, this upper limit is $8,000);
2. 60% of your insured Benefit Salary (Predisability Earnings) on the date your insurance ended; and
3. The LTD Benefit payable if you had become Disabled on the day before your insurance ended and you had no Deductible Income.

The maximum LTD conversion insurance benefit is reduced by deductible income. The certificate we will issue to you when your LTD conversion insurance becomes effective will contain other provisions which will also differ from the Group Policy.

LT.CV.OT.1X

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

LT.BA.OT.1

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. The **Disabilities Excluded From Coverage, Disabilities Subject To Limited Pay Periods,** and **Limitations** sections will apply to the new cause of Disability.

LT.ND.OT.1

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. Preexisting Condition

1. Definition

Preexisting Condition means a mental or physical condition whether or not diagnosed or misdiagnosed:

a. For which you have done or for which a reasonably prudent person would have done any of the following:

i. Consulted a physician or other licensed medical professional;

ii. Received medical treatment, services or advice;

iii. Undergone diagnostic procedures, including self-administered procedures;

iv. Taken prescribed drugs or medications;

b. Which, as a result of any medical examination, including routine examination, was discovered or suspected;

at any time during the 180-day period just before your insurance becomes effective.

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 12 months; and**

   b. **Have been Actively At Work for at least one full day after the end of that 12 months.**

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.

E. 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.

(WITH PRUDNT) LT.XD.GA.1

DISABILITIES SUBJECT TO LIMITED PAY PERIODS

A. Mental Disorders, Substance Abuse and Other Limited Conditions

Payment of LTD Benefits is limited to 24 months during your entire lifetime for a Disability caused or contributed to by any one or more of the following, or medical or surgical treatment of one or more of the following, other than schizophrenia or bipolar affective disorder.

1. Mental Disorders;
2. Substance Abuse; or
3. Other Limited Conditions.

However, if you are confined in a Hospital solely because of a Mental Disorder 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) or the presence of physical symptoms. Mental Disorder includes, but is not limited to, psychotic illness, depression and depressive disorders, anxiety and anxiety disorders.

The term Mental Disorder does not include mental dysfunction that is directly caused by pathological changes resulting from an identifiable and continuing Physical Disease or Injury. For example, Mental Disorder does not include deterioration in mental functioning that is directly caused by cerebral arteriosclerosis or Alzheimer's disease.

Substance Abuse means use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.

Other Limited Conditions means chronic fatigue conditions (such as chronic fatigue syndrome, chronic fatigue immunodeficiency syndrome, post viral syndrome, limbic encephalopathy, Epstein-Barr virus infection, herpes virus type 6 infection, or myalgic encephalomyelitis), any allergy or sensitivity to chemicals or the environment (such as environmental allergies, sick building syndrome, multiple chemical sensitivity syndrome or chronic toxic encephalopathy), chronic pain conditions (such as fibromyalgia, reflex sympathetic dystrophy or myofascial pain), carpal tunnel or repetitive motion syndrome, temporomandibular joint disorder, craniomandibular joint disorder, arthritis, diseases or disorders of the cervical, thoracic, or lumbosacral back and its surrounding soft tissue, and sprains or strains of joints or muscles.

However, Other Limited Conditions does not include neoplastic diseases, neurologic diseases, endocrine diseases, hematologic diseases, asthma, allergy-induced reactive lung disease, tumors, malignancies, or vascular malformations, demyelinating diseases, lupus, rheumatoid or psoriatic arthritis, herniated discs with neurological abnormalities that are documented by electromyogram and computerized tomography or magnetic resonance imaging, scoliosis, radiculopathies that are documented by electromyogram, spondylolisthesis, grade II or higher, myelopathies and myelitis, traumatic spinal cord necrosis, osteoporosis, discitis or Paget's disease.

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.

B. Rules For Disabilities Subject To Limited Pay Periods

1. If you are Disabled as a result of a Mental Disorder or any Physical Disease or Injury for which payment of LTD Benefits is subject to a limited pay period, and at the same time are Disabled as a result of a Physical Disease, Injury, or Pregnancy that is not subject to such limitation, LTD Benefits will be payable first for conditions that are subject to the limitation.

2. No LTD Benefits will be payable after the end of the limited pay period, unless on that date you continue to be Disabled as a result of a Physical Disease, Injury, or Pregnancy for which payment of LTD Benefits is not limited.

(WITH MUSC) LT.LP.OT.1X

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. Return To Work Responsibility

During the Own Occupation Period no LTD Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Indexed Benefit Salary (Predisability Earnings), but you elect not to work.

During the Any Occupation Period, no LTD Benefits will be paid for any period of Disability when you are able to work in Any Occupation and able to earn at least 20% of your Indexed Benefit Salary (Predisability Earnings), but elect not to work.

C. Foreign Residency

Payment of LTD Benefits is limited to 12 months for each period of continuous Disability while you reside outside of the United States or Canada.

D. Imprisonment

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

E. Rehabilitation Program

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

LT.LM.OT.1X

CLAIMS

A. Filing A Claim

Claims should be filed on our claims forms or by following the telephonic or electronic claim submission process outlined on the Policyholder's Benefits Administration website. If you do not receive our claims forms within 10 days after you ask for them, you may submit your claim in a letter to us. The letter should include the date Disability began, and the cause and nature of the Disability.

B. Time Limits On Filing Proof Of Loss

You should give us Proof Of Loss within 90 days after the end of the Benefit Waiting Period. If you cannot do so, you must give it to us as soon as reasonably possible, but not later than one year after that 90-day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

C. Proof Of Loss

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

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

D. Documentation

Completed claims statements, a signed authorization for us to obtain information, and any other items we may reasonably require in support of a claim must be submitted at your expense. If the required documentation is not provided within 45 days after we mail our request, your claim may be denied.

E. Investigation Of Claim

We may investigate your claim at any time.

At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend 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 Survivors Benefit. If no Survivors Benefit is paid, the unpaid LTD Benefits will be paid to your estate.

G. Notice Of Decision On Claim

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

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

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

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

a. The reasons for our decision.

b. Reference to the parts of the Group Policy on which our decision is based.

c. A description of any additional information needed to support your claim.

d. Information concerning your right to a review of our decision.

H. Review Procedure

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

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

The person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgement, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgement and will not be subordinate to that person. Our review will include any written comments or other items you submit to support your claim.

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

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

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

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

a. The reasons for our decision.

b. Reference to the parts of the Group Policy on which our decision is based.

c. Information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim. We will provide copies of medical and vocational information that was relevant to the decision on your claim.

I. Assignment

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

J. Interest Paid On Benefits

If we fail to comply with the claim processing and payment provisions described above, we will pay interest on accrued benefits at a rate of 18 percent per annum.

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 time within which Proof Of Loss is required to be given.

LT.TL.OT.1

INCONTESTABILITY PROVISIONS

A. Incontestability Of Insurance

Any statement made to obtain insurance or to increase insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim or contest the validity of insurance unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

After insurance has been in effect for two years during the lifetime of the insured, we will not use a misrepresentation to reduce or deny the claim, unless it was a fraudulent misrepresentation.

B. Incontestability Of The 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 your 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.OT.1

CLERICAL ERROR, AGENCY, AND MISSTATEMENT

A. Clerical Error

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

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

B. Agency

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent. The Policyholder and your Employer have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

C. Misstatement Of Age

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

The amount of insurance based on the correct age.

LT.CE.OT.1X

TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to its terms. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Eligible Employees, 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. If the terms of the certificate differ from the Group Policy, the terms stated in the Group Policy will govern. 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 (1) when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, and any such change will reflect only the change in our obligations, or (2) with the Policyholder's consent.

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

LT.TA.OT.1X

DEFINITIONS

Allowable Periods:

1. During the Benefit Waiting Period: a total of 30 days of recovery.
2. During the Maximum Benefit Period: 180 days for each period of recovery.

Annual Enrollment Period: The annual enrollment period determined by the Policyholder for its Flexible Benefits Program**.**

Any Occupation Period: From the end of the Own Occupation Period to the end of the Maximum Benefit Period.

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 Occupation.

Any Occupation means any occupation or employment which you are able to perform, whether due to education, training, or experience, which is available at one or more locations in the national economy and in which you can be expected to earn at least 60% of your Indexed Benefit Salary (Predisability Earnings) within twelve months following your return to work, regardless of whether you are working in that or any other occupation

Benefit Salary (Predisability Earnings): For the Plan Year (January 1, through December 31), your Benefit Salary (Predisability Earnings) will be based on your monthly rate of earnings from your Employer in effect on the preceding October 1. If you were not an Eligible Employee on both the preceding January 1 and October 1, your Benefit Salary (Predisability Earnings) will be based on your monthly rate of earnings from your Employer in effect on the date you became an Eligible Employee. Any change in your earnings after your last full day of Active Work will not affect your Benefit Salary (Predisability Earnings).

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

Change of Status Enrollment Period: To enroll, increase or decrease coverage, the 30-day period beginning on the date of a Qualifying Change of Status.

Contributory: Insurance is elective and Eligible Employees pay all or part of the premium for insurance.

CPI-W: 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.

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

1. Sick leave, donated leave, special injury leave or any other salary continuation, (but not annual vacation pay) paid to you by your Employer.
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, including amounts for partial or total disability, whether permanent, temporary, or vocational, under any of the following:

   b. 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 child 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 or act.

   Full offset: Both the primary benefit (the benefit awarded to you) and dependents benefit are Deductible Income.

   Benefits your spouse or a child receives or are eligible to receive because of your disability are Deductible Income regardless of marital status, custody, or place of residence. The term "child" has the meaning given in the applicable plan or act.
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 amount you receive or are eligible to receive because of your disability under another group insurance coverage.

7. Any disability 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.

8. Any amount you receive or are eligible to receive under a fault or no-fault automobile policy.

9. Any earnings or compensation included in Benefit Salary (Predisability Earnings) which you receive or are eligible to receive while LTD Benefits are payable.

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

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

12. Any amount you receive by compromise or other method as a result of a claim for any of the above, whether disputed or undisputed.

Exceptions To Deductible Income: Deductible Income does not include:

2. For members of the General Assembly, Constitutional Officers and employees of a Georgia Judicial Branch: sick leave, donated leave, special injury leave or any other salary continuation, paid to you by your Employer.

2. For public school employees whose employment contract is for the school year, but are scheduled to be paid over a 12-month period: the portion of your earnings or compensation included in Benefit Salary (Predisability Earnings) that you earned during the regular school year before becoming Disabled, but that you were scheduled to receive after the end of that school year.

3. 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.

4. Reimbursement for hospital, medical, or surgical expense.

5. Reasonable attorneys fees incurred in connection with a claim for Deductible Income.

6. Any amount you receive from the specified illness policy provided by your Employer.

7. Benefits from any individual disability insurance policy.

8. Early retirement benefits under the Federal Social Security Act which are not actually received.

9. Group credit or mortgage disability insurance benefits.

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

11. 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.

Eligibility Waiting Period: The period you must be an Eligible Employee before you become eligible for insurance.

Eligible Employee: An employee of an Employer who is Actively At Work for the required minimum number of hours to participate in the Policyholder's Flexible Benefits Program and who meets all other requirements to participate in the program.

Employer: The State of Georgia, any department, agency, authority, board, commission or institution of the State, including the Executive, Legislative and Judicial Branches; and any public school district, county or regional library, or other entity that participates in the Policyholder's Flexible Benefits Program (excluding the Board of Regents of the University System of Georgia).

Group Policy: The group LTD insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Group Policy Effective Date: January 1, 2014.

Group Policy Number: 642967-D.

Hospital: 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.

Indexed Benefit Salary (Predisability Earnings): Your Benefit Salary (Predisability Earnings) adjusted by the rate of increase in the CPI-W. During your first year of Disability, your Indexed Benefit Salary (Predisability Earnings) are the same as your Benefit Salary (Predisability Earnings). Thereafter, your Indexed Benefit Salary (Predisability Earnings) are determined on each anniversary of your Disability by increasing the previous year's Indexed Benefit Salary (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 Benefit Salary (Predisability Earnings) will not decrease, even if the CPI-W decreases.

Initial Enrollment Period: The 30-day period beginning on the date you become an Eligible Employee.

Injury: An accidental injury to your body from an unexpected and unforeseen external force or occurrence that results in Disability within 180 days after the accident.

LTD Benefit: The monthly benefit payable to you under the terms of the Group Policy.

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

Maximum Benefit Period: 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 the Maximum Benefit Period chart on page 2.

Mental Disorder: 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, psychotic illness, depression and depressive disorders, anxiety and anxiety disorders. The term Mental Disorder does not include mental dysfunction that is directly caused by pathological changes resulting from an identifiable and continuing Physical Disease or Injury. For example, Mental Disorder does not include deterioration in mental functioning that is directly caused by cerebral arteriosclerosis or Alzheimer's disease.

Noncontributory: (a) insurance is nonelective and the Policyholder or Employer pay the entire premium for insurance; or (b) the Policyholder or Employer require all Eligible Employees to have insurance and to pay all or part of the premium for insurance.

Own Occupation Period: The first 24 months for which LTD Benefits are paid.

Own Occupation Definition Of Disability: During the 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:

1. You are unable to perform with reasonable continuity the Material Duties of your Own Occupation; and
2. You suffer a loss of at least 20% in your Indexed Benefit Salary (Predisability Earnings) when working in your Own Occupation.

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

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

Physician: 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.

Plan Year: Each January 1 through December 31.

Policyholder: State of Georgia.

Proof Of Loss: Written proof that you are Disabled and entitled to LTD Benefits.

Pregnancy: Your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

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

Qualifying Change Of Status: Any qualifying change of status approved by your agency.

Rehabilitation Incentive: While participating in an approved Rehabilitation Plan, your LTD Benefit, before reduction by Deductible Income, may be increased by 10%. The increased portion will not be subject to reduction by Deductible Income. Your LTD Benefit may exceed the maximum LTD Benefit as shown in the **Coverage Features** as a result of this increase.

Rehabilitation Plan: A written plan, program or course of vocational training or education that is intended to prepare you to return to work.

Social Security Normal Retirement Age (SSNRA): Your normal retirement age under the Federal Social Security Act, as amended.

Spouse: Your legal spouse in accordance to the laws of the State of Georgia.

Substance Abuse: Use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.

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